

From: Andrew Hardman <Andrew.Hardman@mancity.com>
Sent: June 16, 2016 5:04:33 PM CEST
To: Neil Roberts <Neil.Roberts@mcfc.co.uk>
Cc: [REDACTED]
Subject: RE: Payments Outstanding
Attachments: Scouting Services Agreement - Base Soccer Agency Limited - Australia.pdf, Scouting Services Agreement - Base Soccer Spain S L.pdf

Hi Neil
There were two agreements, please see attached. Thanks
Andy

From: Neil Roberts
Sent: 16 June 2016 09:48
To: Andrew Hardman <Andrew.Hardman@mcfc.co.uk> Cc: [REDACTED]
Subject: Fwd: Payments Outstanding

Hi mate,

Can you please send me the Scouting Agreement with Base Soccer Agency in relation to Jadon and his agent Emeka?

Just need to check next payment date and where we stand on this! I would have thought that we cannot alter the agreement at this stage?

Thanks,

Neil.

Sent from my iPhone

Neil

Roberts

Head of Youth Recruitment and Player Acquisition Manchester City Football Club

Begin forwarded message:

From: sean ferguson [REDACTED]
Sent: 16 June 2016 at 08:52:01 BST
To: Neil Roberts <neil.roberts@mcfc.co.uk>
Subject: Payments Outstanding

Good morning.

Please pay any outstanding money to me direct and not through the agency.

Yours sincerely

Sean Ferguson Sancho

DATED 8 MAY 2015

(1) CITY FOOTBALL SERVICES LIMITED

and

(2) BASE SOCCER SPAIN S.L.

SCOUTING SERVICES AGREEMENT

THIS AGREEMENT is made the 8th day of May 2015

BETWEEN:

- (1) City Football Services Limited, a company registered in England and Wales under number 8359817 whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF ("CFSL"); and
- (2) Base Soccer Spain S.L., a company registered in Spain under number B86817681 whose registered office is at Plaza de la Lealtad, no 3, 5a Planta, 28014 Madrid ("Base Soccer"),

each a "Party" and together the "Parties".

WHEREAS:-

- (A) CFSL wishes to benefit from certain services offered by Base Soccer.
- (B) Base Soccer is in business in the football industry and carries out activities related thereto including independent consultancy services concerning the scouting of association football players in Central and South America (the "Territory") and Base Soccer is willing and able to provide certain services to CFSL.

NOW IT IS HEREBY AGREED as follows:

1. Term

- 1.1 This Agreement shall be deemed to have commenced on the date hereof (the "Commencement Date") and shall continue up to and including 30th June 2017 unless terminated earlier in accordance with its terms.

2. Services

- 2.1 CFSL appoints Base Soccer on a non-exclusive basis, subject to and in accordance with the terms of this Agreement, to perform the following services within the Territory (the "Services"):
 - 2.1.1 general scouting of football players at a standard appropriate for CFSL under the age of 23 (twenty three) and reporting in writing to the duly designated CFSL representative set out in clause 2.2 (the "CFSL Representative") below in respect of high potential players;
 - 2.1.2 scouting of particular football players as identified and notified in writing by CFSL to the Base Soccer representative set out in clause 2.3 below, from time to time during the Term and reporting in writing to the CFSL Representative in respect of such players;
 - 2.1.3 collating and confidentially storing information about football players of the standard appropriate for CFSL having regard to matters including (but not necessarily limited to) date of birth, field position, current and past football clubs, contractual status, intermediary representation, nationality/citizenship, language skills, and any such other information which would assist CFSL in making an

assessment about any such players including where possible video footage of any such players;

- 2.1.4 providing the information collated under clause 2.1.3 to CFSL in such form and within timeframe as requested by CFSL; and
 - 2.1.5 facilitating appropriate travel arrangements in the Territory for any player and his family and representatives who are officially invited by CFSL in writing for a trial or visit (the costs of all such arrangements under this clause 2.1.5 shall not be incurred without the prior written approval of CFSL. All costs agreed to by CFSL in advance in writing shall be payable by CFSL within 30 days of receipt of a duly rendered invoice from Base Soccer to CFSL).
- 2.2 In respect of the information collated by Base Soccer and provided to CFSL under clause 2.1 of this Agreement, Base Soccer and its employees and officers shall report in writing at least quarterly throughout the length of the Term to the following CFSL Representative(s) or such other person or persons as may be notified by CFSL to Sport Network from time to time:

Brian Marwood

- 2.3 CFSL shall address its written request for information and/or scouting activity to be provided by Base Soccer in accordance with the terms of this Agreement, to the following Base Soccer representative(s) or such other person or persons as may be notified by Base Soccer to CFSL in writing from time to time:

Frank Trimboli

- 2.4 Base Soccer acknowledges and agrees that nothing contained in this Agreement shall:
- 2.4.1 constitute the appointment of Base Soccer or any of its officers and/or employees to perform any services which a licensed football agent is required to perform under any and all applicable rules and regulations including those existing at a national level whether in the Territory or specifically in England (which shall include without limitation The FA Regulations on Working with Intermediaries (April 2015)) and any successors or replacements thereof and/or the FIFA Regulations on Working with Intermediaries (April 2015) and any successors or replacements thereof (together the "Intermediary Regulations") including in particular but without limitation any activity relating to the negotiation of the transfer of the registration of any player between football clubs and/or the negotiation and/or renegotiation of the contract of employment of any player with any football club ("Intermediary Activity"); and/or
 - 2.4.2 restrict or prevent CFSL at any time during the Term from entering into arrangements with other entities in respect of the provision of the Services within the Territory. For the avoidance of doubt, this Agreement and the appointment of Base Soccer is on a non-exclusive basis.

3. Fees

- 3.1 In consideration of the proper performance of the Services by Base Soccer hereunder, CFSL shall pay to Base Soccer:

- 3.1.1 a fee of £100,000 (one hundred thousand pounds) plus VAT payable on 1st July 2015; and
- 3.1.2 a one-off payment of £100,000 (one hundred thousand pounds) plus VAT payable on 1st July 2016.

in respect of the performance of the Services to cover the period from and including 30 April 2015 up to and including 30th June 2017. The payment of the above fees is subject to receipt by CFSL of a duly rendered invoice from Base Soccer no later than 30 days prior to the relevant date of payment.

4. Base Soccer Obligations

- 4.1 Base Soccer represents and warrants that whilst performing the Services It shall and where appropriate it shall procure that its employees and officers shall:
 - 4.1.1 accept the appointment by CFSL hereunder and perform the Services in an expert, diligent and professional manner and at all times promptly and faithfully comply with and observe all lawful and proper requests or directions which may be made by CFSL (or by such other person or persons as CFSL may nominate) from time to time under this Agreement;
 - 4.1.2 when required, give to CFSL (or to such other person or persons as CFSL may nominate from time to time) such written or oral advice or information regarding any of the Services as CFSL may require;
 - 4.1.3 ensure that in respect of any football player it identifies in the Territory which it considers capable of playing at the level required by CFSL is notified to CFSL at least 30 days prior to notifying any other football club affiliated to a national association in the UEFA confederation to give CFSL the first opportunity to consider whether it wishes to pursue an interest in such player;
 - 4.1.4 not contact or correspond with any football player, his family, his representatives and/or any football club and/or its representatives whether directly or indirectly on behalf of CFSL;
 - 4.1.5 not hold itself out as being CFSL's intermediary to any football player, his family, his representatives and/or any football club and/or its representatives whether directly or indirectly;
 - 4.1.6 not engage in any activity within the scope of the Agents Regulations including but without limitation any intermediary activity;
 - 4.1.7 not accept and/or perform engagements for other companies, football clubs or persons which in the reasonable opinion of CFSL would conflict with or materially impinge upon its ability to provide the Services during the Term; and
 - 4.1.8 comply fully with any and all applicable laws, whether in the Territory, England or otherwise with regard to the performance of the Services including but without limitation data protection and child protection laws and with rules and regulations of any confederation, football association and/or league which may be relevant in the performance of the Services (the "Football Laws").

5. Termination

5.1 Either party may terminate this Agreement with immediate effect by way of written notice in the event that the other:

5.1.1 acts in breach of any term of this Agreement which, in the case of a breach capable of remedy, is not remedied by the defaulting party within 30 days of receipt of written notice from the non-defaulting party specifying the breach and requiring its remedy; and/or

5.1.2 has a claim for bankruptcy, liquidation, administration or insolvency made against it (as the case may be) or enters into any arrangement or composition with its creditors or is convicted of any criminal offence (other than road traffic offences); and/or

5.1.3 conducts itself in any manner which brings or is likely to bring the other party into disrepute.

5.2 No sum or sums which fall due for payment to Base Soccer hereunder shall be payable after a termination event as set out in this clause 5 to the extent that Base Soccer is the defaulting party.

6. Relationship between the Parties

6.1 Base Soccer warrants and represents to CFSL that it is an independent contractor of CFSL. Nothing in this Agreement shall render Base Soccer and/or its employees and officers an employee, agent or partner of CFSL and Base Soccer shall not, and Base Soccer shall procure that its employees and officers shall not, hold themselves out as such.

7. Authority

7.1 Base Soccer and/or its employees and officers shall not have any authority to commit CFSL to any legally binding commitments or contracts.

7.2 CFSL and Base Soccer represent and warrant unconditionally that they are fully entitled and authorised to sign and execute the terms of this Agreement.

8. Confidential Information

8.1 Each party (the "Receiving Party") shall keep the Confidential Information of the other party (the "Disclosing Party") confidential and shall not divulge the same to any third party without the prior written consent of the Disclosing Party.

8.2 The provisions of this clause 8 shall not apply to any Confidential Information that the Receiving Party can show:

8.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the Receiving Party other than as a result of a breach of this agreement or any other obligations of confidentiality;

8.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;

8.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);

8.2.4 Is approved for disclosure in writing; or

8.2.5 was developed independently of and without reference to confidential information disclosed by the Disclosing Party,

provided always that the Receiving Party shall provide the Disclosing Party with at least ten (10) days' written notice of its intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.

8.3 The Receiving Party shall be entitled to divulge the Disclosing Party's Confidential Information to its employees, directors and officers who have a need to know the same in connection with this Agreement provided that the Receiving Party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.

8.4 For the purposes of this clause 8, the "Confidential Information" of a party shall mean the existence and terms of this Agreement and any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, players, coaching staff, employees, scouts, training methods, tactics, medical treatments, intentions or methods of a party which is disclosed to or otherwise obtained by the other party in connection with this Agreement.

9. Personal agreement

9.1 This Agreement is personal between CFSL and Base Soccer, and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other. Notwithstanding any other provision of this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

10. Entire agreement

10.1 This Agreement sets out the entire agreement between the parties hereto and supersedes all prior agreements, discussions, statements, representations and undertakings between them or their advisors in relation to the matters herein set out.

11. Notices

11.1 Any notice to be given pursuant to this Agreement, shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) mail; and/or (ii) personal by hand delivery or courier service. Any such notice shall be deemed duly given as follows: (i) in the case of mail 5 business days from the date of posting; (ii) in the case of personal by hand delivery or courier service at the time of delivery. In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile report (as the case may be).

12. Severability

12.1 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

13. Governing law and jurisdiction

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties shall submit to the jurisdiction of the courts of England and Wales.

14. Third Party Rights

14.1 Save as provided below, nothing in this Agreement shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the above CFSL's Affiliates may:

14.1.1 enforce CFSL's rights under this Agreement;

14.1.2 take advantage of the benefits conferred upon CFSL by this Agreement;

14.1.3 rely on the representations, warranties and covenants given by Base Soccer; and

14.1.4 rely on the exclusions and limitations of liability benefiting CFSL in this Agreement.

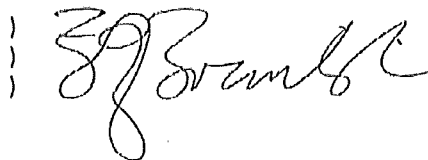
For the purposes of this clause 14.1, "Affiliates" shall mean CFSL's holding company and subsidiary companies and all subsidiaries of its holding company (and, for the purpose of this definition, holding company and subsidiary company shall have the meanings given to them in section 1159 of the Companies Act 2006).

IN WITNESS whereof this Agreement has been executed the day and year first above written.

SIGNED by
for and behalf of CITY FOOTBALL SERVICES
LIMITED

} 

SIGNED by
for and on behalf of
BASE SOCCER SPAIN S.L.

} 

DATED 8th May 2015

(1) CITY FOOTBALL SERVICES LIMITED

and

(2) BASE SOCCER AGENCY LIMITED

SCOUTING SERVICES AGREEMENT

THIS AGREEMENT is made the 8th day of May 2015

BETWEEN:

- (1) City Football Services Limited, a company registered in England and Wales under number 8359817 whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF ("CFSL"); and
- (2) Base Soccer Agency Limited, a company registered in England and Wales under number 3493399 whose registered office is at Palladium House, 1-4 Argyll Street, London, W1F 7LD ("Base Soccer"),

each a "Party" and together the "Parties".

WHEREAS:-

- (A) CFSL wishes to benefit from certain services offered by Base Soccer.
- (B) Base Soccer is in business in the football industry and carries out activities related thereto including independent consultancy services concerning the scouting of association football players in Australia (the "Territory") and Base Soccer is willing and able to provide certain services to CFSL.

NOW IT IS HEREBY AGREED as follows:

1. Term

- 1.1 This Agreement shall be deemed to have commenced on the date hereof (the "Commencement Date") and shall continue up to and including 30th June 2017 unless terminated earlier in accordance with its terms.

2. Services

- 2.1 CFSL appoints Base Soccer on a non-exclusive basis, subject to and in accordance with the terms of this Agreement, to perform the following services within the Territory (the "Services"):
 - 2.1.1 general scouting of football players at a standard appropriate for CFSL under the age of 23 (twenty three) and reporting in writing to the duly designated CFSL representative set out in clause 2.2 (the "CFSL Representative") below in respect of high potential players;
 - 2.1.2 scouting of particular football players as identified and notified in writing by CFSL to the Base Soccer representative set out in clause 2.3 below, from time to time during the Term and reporting in writing to the CFSL Representative in respect of such players;
 - 2.1.3 collating and confidentially storing information about football players of the standard appropriate for CFSL having regard to matters including (but not necessarily limited to) date of birth, field position, current and past football clubs, contractual status, intermediary representation, nationality/citizenship, language skills, and any such other information which would assist CFSL in making an

assessment about any such players including where possible video footage of any such players;

2.1.4 providing the information collated under clause 2.1.3 to CFSL in such form and within timeframe as requested by CFSL; and

2.1.5 facilitating appropriate travel arrangements in the Territory for any player and his family and representatives who are officially invited by CFSL in writing for a trial or visit (the costs of all such arrangements under this clause 2.1.5 shall not be incurred without the prior written approval of CFSL. All costs agreed to by CFSL in advance in writing shall be payable by CFSL within 30 days of receipt of a duly rendered invoice from Base Soccer to CFSL).

2.2 In respect of the information collated by Base Soccer and provided to CFSL under clause 2.1 of this Agreement, Base Soccer and its employees and officers shall report in writing at least quarterly throughout the length of the Term to the following CFSL Representative(s) or such other person or persons as may be notified by CFSL to Sport Network from time to time:

Brian Marwood

2.3 CFSL shall address its written request for information and/or scouting activity to be provided by Base Soccer in accordance with the terms of this Agreement, to the following Base Soccer representative(s) or such other person or persons as may be notified by Base Soccer to CFSL in writing from time to time:

Frank Trimboli

2.4 Base Soccer acknowledges and agrees that nothing contained in this Agreement shall:

2.4.1 constitute the appointment of Base Soccer or any of its officers and/or employees to perform any services which a licensed football agent is required to perform under any and all applicable rules and regulations including those existing at a national level whether in the Territory or specifically in England (which shall include without limitation The FA Regulations on Working with Intermediaries (April 2015)) and any successors or replacements thereof and/or the FIFA Regulations on Working with Intermediaries (April 2015) and any successors or replacements thereof (together the "Intermediary Regulations") including in particular but without limitation any activity relating to the negotiation of the transfer of the registration of any player between football clubs and/or the negotiation and/or renegotiation of the contract of employment of any player with any football club ("Intermediary Activity"); and/or

2.4.2 restrict or prevent CFSL at any time during the Term from entering into arrangements with other entities in respect of the provision of the Services within the Territory. For the avoidance of doubt, this Agreement and the appointment of Base Soccer is on a non-exclusive basis.

3. Fees

3.1 In consideration of the proper performance of the Services by Base Soccer hereunder, CFSL shall pay to Base Soccer:

- 3.1.1 a fee of £75,000 (one hundred and seventy five thousand pounds) plus VAT payable within fourteen days of this signed agreement;
- 3.1.2 a one-off payment of £75,000 (seventy five thousand pounds) plus VAT payable on 1st July 2015; and
- 3.1.3 a one-off payment of £75,000 (seventy five thousand pounds) plus VAT payable on 1st July 2016.

in respect of the performance of the Services to cover the period from and including 30 April 2015 up to and including 30th June 2017. The payment of the above fees is subject to receipt by CFSL of a duly rendered invoice from Base Soccer no later than 30 days prior to the relevant date of payment.

4. Base Soccer Obligations

- 4.1 Base Soccer represents and warrants that whilst performing the Services it shall and where appropriate it shall procure that its employees and officers shall:
 - 4.1.1 accept the appointment by CFSL hereunder and perform the Services in an expert, diligent and professional manner and at all times promptly and faithfully comply with and observe all lawful and proper requests or directions which may be made by CFSL (or by such other person or persons as CFSL may nominate) from time to time under this Agreement;
 - 4.1.2 when required, give to CFSL (or to such other person or persons as CFSL may nominate from time to time) such written or oral advice or information regarding any of the Services as CFSL may require;
 - 4.1.3 ensure that in respect of any football player it identifies in the Territory which it considers capable of playing at the level required by CFSL is notified to CFSL at least 30 days prior to notifying any other football club affiliated to a national association in the UEFA confederation to give CFSL the first opportunity to consider whether it wishes to pursue an interest in such player;
 - 4.1.4 not contact or correspond with any football player, his family, his representatives and/or any football club and/or its representatives whether directly or indirectly on behalf of CFSL;
 - 4.1.5 not hold itself out as being CFSL's intermediary to any football player, his family, his representatives and/or any football club and/or its representatives whether directly or indirectly;
 - 4.1.6 not engage in any activity within the scope of the Agents Regulations including but without limitation any intermediary activity;
 - 4.1.7 not accept and/or perform engagements for other companies, football clubs or persons which in the reasonable opinion of CFSL would conflict with or materially impinge upon its ability to provide the Services during the Term; and
 - 4.1.8 comply fully with any and all applicable laws, whether in the Territory, England or otherwise with regard to the performance of the Services including but without limitation data protection and child protection laws and with rules and regulations

of any confederation, football association and/or league which may be relevant in the performance of the Services (the "Football Laws").

5. Termination

5.1 Either party may terminate this Agreement with immediate effect by way of written notice in the event that the other:

5.1.1 acts in breach of any term of this Agreement which, in the case of a breach capable of remedy, is not remedied by the defaulting party within 30 days of receipt of written notice from the non-defaulting party specifying the breach and requiring its remedy; and/or

5.1.2 has a claim for bankruptcy, liquidation, administration or insolvency made against it (as the case may be) or enters into any arrangement or composition with its creditors or is convicted of any criminal offence (other than road traffic offences); and/or

5.1.3 conducts itself in any manner which brings or is likely to bring the other party into disrepute.

5.2 No sum or sums which fall due for payment to Base Soccer hereunder shall be payable after a termination event as set out in this clause 5 to the extent that Base Soccer is the defaulting party.

6. Relationship between the Parties

6.1 Base Soccer warrants and represents to CFSL that it is an independent contractor of CFSL. Nothing in this Agreement shall render Base Soccer and/or its employees and officers an employee, agent or partner of CFSL and Base Soccer shall not, and Base Soccer shall procure that its employees and officers shall not, hold themselves out as such.

7. Authority

7.1 Base Soccer and/or its employees and officers shall not have any authority to commit CFSL to any legally binding commitments or contracts.

7.2 CFSL and Base Soccer represent and warrant unconditionally that they are fully entitled and authorised to sign and execute the terms of this Agreement.

8. Confidential Information

8.1 Each party (the "Receiving Party") shall keep the Confidential Information of the other party (the "Disclosing Party") confidential and shall not divulge the same to any third party without the prior written consent of the Disclosing Party.

8.2 The provisions of this clause 8 shall not apply to any Confidential Information that the Receiving Party can show:

8.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the Receiving Party other than as a result of a breach of this agreement or any other obligations of confidentiality;

- 8.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
- 8.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);
- 8.2.4 is approved for disclosure in writing; or
- 8.2.5 was developed independently of and without reference to confidential information disclosed by the Disclosing Party,

provided always that the Receiving Party shall provide the Disclosing Party with at least ten (10) days' written notice of its intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.

- 8.3 The Receiving Party shall be entitled to divulge the Disclosing Party's Confidential Information to its employees, directors and officers who have a need to know the same in connection with this Agreement provided that the Receiving Party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.
- 8.4 For the purposes of this clause 8, the "Confidential Information" of a party shall mean the existence and terms of this Agreement and any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, players, coaching staff, employees, scouts, training methods, tactics, medical treatments, intentions or methods of a party which is disclosed to or otherwise obtained by the other party in connection with this Agreement.

9. Personal agreement

- 9.1 This Agreement is personal between CFSL and Base Soccer, and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other. Notwithstanding any other provision of this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

10. Entire agreement

- 10.1 This Agreement sets out the entire agreement between the parties hereto and supersedes all prior agreements, discussions, statements, representations and undertakings between them or their advisors in relation to the matters herein set out.

11. Notices

- 11.1 Any notice to be given pursuant to this Agreement, shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) mail; and/or (ii) personal by hand delivery or courier service. Any such notice shall be deemed duly given as follows: (i) in the case of mail 5 business days from the date of posting; (ii) in the case of personal by hand delivery or courier service at the time of delivery. In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly

addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile report (as the case may be).

12. Severability

12.1 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

13. Governing law and jurisdiction

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties shall submit to the jurisdiction of the courts of England and Wales.

14. Third Party Rights

14.1 Save as provided below, nothing in this Agreement shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the above CFSL's Affiliates may:

14.1.1 enforce CFSL's rights under this Agreement;

14.1.2 take advantage of the benefits conferred upon CFSL by this Agreement;

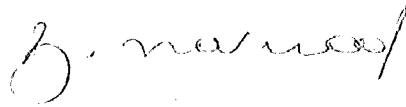
14.1.3 rely on the representations, warranties and covenants given by Base Soccer; and

14.1.4 rely on the exclusions and limitations of liability benefiting CFSL in this Agreement.

For the purposes of this clause 14.1, "Affiliates" shall mean CFSL's holding company and subsidiary companies and all subsidiaries of its holding company (and, for the purpose of this definition, holding company and subsidiary company shall have the meanings given to them in section 1159 of the Companies Act 2006).

IN WITNESS whereof this Agreement has been executed the day and year first above written.

SIGNED by
for and behalf of CITY FOOTBALL SERVICES
LIMITED

)
) 
)

SIGNED by
for and on behalf of
BASE SOCCER AGENCY LIMITED

)
) 
)