



**Memorandum of Understanding
between
Cricket Australia
and
Australian Cricket Players Limited**

2023-2028

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Preamble

This Memorandum of Understanding (“**MOU**”) between Cricket Australia (“**CA**”) (on its behalf and on behalf of its State Associations and W/BBL Teams) and Australian Cricket Players Limited (ACN 639 455 824) trading as the Australian Cricketers’ Association (on its behalf and on behalf of its members who are or will be entitled to receive any remuneration or benefit under this MOU) with a commencement date of 1 July 2023 is a key foundation on which to build the success of Australian cricket.

The five-year arrangement sets a clear remuneration, benefits and relationship strategy for CA, the State Associations, W/BBL Teams, T20 Spring Challenge Teams, the ACA and the players. It also protects the interests of the game and cricket stakeholders.

CA and the ACA agree the mutual benefit of:

- (a) working together to grow cricket revenue, interest and participation in the game, including at a Premier Cricket and grassroots level; and
- (b) ongoing opportunities for participation in and connection of players to the above levels of cricket and their club.

In doing so, the MOU governs the relationship between CA, the ACA, the State Associations, W/BBL Teams and all contracted players from 1 July 2023 until 30 June 2028. The MOU allows for an increase to player payments at both international and domestic levels. The MOU also:

- (a) makes significant progress on gender equity, continuing to advance cricket’s leadership position in Australian Sport and cricket globally;
- (b) increases remuneration and modernises the W/BBL contracting models to position the Big Bash Leagues as leading competitions around the world; and
- (c) increases player payments at both international and domestic levels.

The key aim of the MOU is to provide clear rules and procedures governing various aspects of the relationship between the parties, including the following:

- (a) continuing one MOU for men and women that includes an ongoing commitment to gender pay equity and providing a more attractive path to a professional cricket career for men and women;
- (b) maintaining a Player Payments Pool to a dollar value based on, (a) above, external market benchmarks, internal equity and financial viability, and forecast cricket revenues;
- (c) continuing the opportunities for players in Australian teams to receive rewards for performance through the Australian Team Performance Pool (also referred to as the “**Performance Pool**”);
- (d) the players electing to allocate some funds from the PPP Adjustment Ledger for the benefit of grassroots cricket;
- (e) contracting of players by CA and State Associations, W/BBL Teams and T20 Spring Challenge Teams;
- (f) the commercial activities of the ACA;
- (g) personal sponsorship and media agreements of contracted players;
- (h) contracted players wishing to play for overseas clubs and teams;
- (i) promotional and behavioural obligations of contracted players;

- (j) modernising the existing player retirement scheme;
- (k) regulating and educating player agents via an accreditation scheme;
- (l) improving consultation and communication between the parties;
- (m) use of contracted and some formerly contracted players' attributes for licensing and merchandising activities; and
- (n) transfer of contracted players between State Associations and W/BBL Teams.

The MOU also aims to:

- (a) establish cricket as a sound career option for elite Australian athletes;
- (b) enable State Associations, W/BBL Teams and T20 Spring Challenge Teams to better identify and develop junior and youth talent and provide a better experience for grassroots participants;
- (c) support the on-going contribution of past players to the game; and
- (d) ensure that cricket is the pastime of choice for amateur athletes in Australia.

Article 1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise, the following terms have the following corresponding meanings:

"2012-2017 MOU" means the Memorandum of Understanding between CA and the ACA dated 29 July 2014.

"2017-2022 MOU" means the Memorandum of Understanding between CA and the ACA dated 29 August 2017.

"2022-23 MOU" means the Memorandum of Understanding between CA and the ACA dated 6 May 2022.

"ACA" means Australian Cricket Players Limited (ACN 639 455 824) trading as the Australian Cricketers' Association of Level 5, 11-13 Pearson Street, Cremorne, Victoria.

"ACA Member" means a member of the ACA.

"ACA Entities" has the meaning given in Article 12.

"ACA Event" means each of the following, as added to or varied by Agreement between CA and the ACA:

- (a) Corporate Golf Days;
- (b) Corporate Functions; and
- (c) Corporate Cricket Matches.

"ACA Past Player Program Fund" has the meaning given in Article 21.

"Accommodation" has the meaning given in Article 7.4(a)(i).

"Account" or "ACRA" means the account referred to in Article 18.1 of the MOU as the *"Australian Cricketers' Retirement Account"*.

"Accreditation Board" means the "Accreditation Board" as defined in the Agent Accreditation Regulations.

"Accredited Agent" means an individual who is currently an "Accredited Agent" pursuant to the Agent Accreditation Regulations, but does not include an individual whose accreditation is currently suspended or has expired.

"ACR" means Australian Cricket Revenue calculated in accordance with Article 4.

"ACRA Benefits" means payments made from the Account pursuant to the Modernised ACRA Rules.

"ACRA BoM" has the meaning in Article 18.4.

"ACRA Transfer Date" has the meaning given in Article 18.2(b).

"Additional Leave Period" has the meaning given in Article 7.3(a) and the General Conditions.

"Additional Visitors' Period" has the meaning given in Article 7.7(b).

"Adjustment Ledger Eligible Players" means players who have entered into Playing Contracts during the Term and (whether or not such players are still contracted), but excludes:

- (a) Overseas Players (other than in respect of any period in respect of which any such Overseas Player has been contracted as local player pursuant to this Agreement);

- (b) BBL Rookies (other than in relation to any Playing Contracts to which the player may be, or have been, contracted pursuant to this Agreement); and
- (c) players who were on State Match Contracts or CA Match Contracts (and did not otherwise hold a CA Contract, State Contract, W/BBL Contract or T20 Spring Challenge Contract).

“Agent Accreditation Regulations” means the ACA Player Agent Accreditation Scheme Regulations initially agreed between CA and the ACA on 1 April 2015, as substituted by regulations dated 10 November 2023, as may be amended from time to time by agreement in writing between CA and the ACA.

“Agent Accreditation Scheme” means the scheme for the accreditation of player agents who act, or propose to act, for and on behalf of CA, State Association or W/BBL Team players, to be established and operated pursuant to the Agent Accreditation Regulations.

“Alternative Flight” has the meaning given in Article 7.7(e)(iii).

“Appeals Committee” has the meaning given in the Agent Accreditation Regulations.

“Applicable Prior Memoranda of Understanding” means the Memoranda of Understanding between CA and the ACA dated 9 May 2001, 21 June 2005, 15 April 2010, 7 May 2012, 29 July 2014, 29 August 2017 and 6 May 2022.

“Applicant for Accreditation” means an “Applicant”, as defined in the Agent Accreditation Regulations.

“Attributes” means and includes, in relation to the Player, the Player’s name, voice, signature, trade mark, image, likeness, performance and photograph, and any reproduction thereof.

“Australian Flights” has the meaning given in Article 7.8(d).

“Australian Team” means the CA Men’s Team and/or the CA Women’s Team.

“Base CA Marketing Pool Amount” has the meaning given in Article 19.2(a).

“BBL” means the male domestic Twenty20 competition, currently known as the “KFC Big Bash League”.

“BBL Rookie” means a person contracted, or previously contracted, pursuant to:

- (a) a “BBL Development Rookie Contract” or “BBL Premier/Grade Contract” (within the meanings which may be given to those terms from time to time pursuant to the W/BBL Player Contracting and Remuneration Rules); or
- (b) any substantially similar “Rookie” contract to (a) above which may be provided for, from time to time, pursuant to the W/BBL Player Contracting and Remuneration Rules.

“Betting Partner” has the meaning given in Article 12.3(g)(i).

“Board” has the meaning given in Article 18.4(a).

“Business Day” means a week day on which banks in Melbourne are open for business.

“CA” means Cricket Australia (ACN 006 089 130) of 60 Jolimont Street, East Melbourne, Victoria.

“CA Contracted Player” means a Player who is a party to a CA Player Contract or CA Match/Tour Contract.

“CA Licensed Products” has the meaning given in Article 15.1(a).

“CA Licensing Program” has the meaning given in Article 15.

"CA Major Broadcast Partner" means any broadcaster holding the free to air or subscription television rights to international cricket played under the auspices of CA, where those rights are held in Australia, India or the United Kingdom

"CA Major Sponsor" means:

- (a) during the period when a Player is a CA Marketing Player or a Player is party to a CA Match/Tour Contract, each of the organisations listed in the Player's Schedule, as amended from time to time in accordance with Article 13.1(d) of the MOU, provided:
 - (i) they are major sponsors of CA nominated in accordance with Article 13.1(a) of the MOU; and
 - (ii) during the term of a W/BBL Contract, Article 13.1(c) of the MOU; and
 - (iii) during the term of a T20 Spring Challenge Contract, Article 13.1(d) of the MOU; or
- (b) excluding during the term of any CA Marketing Contract or CA Match/Tour Contract, the organisations listed in a Player's Schedule, as amended from time to time in accordance with Article 13.1(d) of the MOU, each of which are sponsors of CA as listed in accordance with:
 - (i) Article 13.1(b) (*Domestic Competition Sponsors*) of the MOU during the term of a State Player Contract, State Match Contract or Rookie Contract;
 - (ii) Article 13.1(c) (*W/BBL Competition Sponsor*) of the MOU during the term of a W/BBL Contract; and
 - (iii) Article 13.1(d) (*T20 Spring Challenge Competition Sponsor*) during the term of a T20 Spring Challenge Contract.

"CA Marketing Account" has the meaning given in Article 19.2(b).

"CA Marketing Contract" means, in respect of a CA Marketing Player, either of:

- (a) clauses 4.1-4.3 and clause 5 of the General Conditions; or
- (b) where the Player makes a request, a Licensee Marketing Contract.

"CA Marketing Party" or "CA Marketing Parties" has the meaning given in Article 19.1.

"CA Marketing Player" a Player who, in accordance with Article 19.1, is party to a CA Marketing Contract or whose nominated licensee entity is party to a CA Licensee Marketing Contract.

"CA Marketing Pool" in relation to a Contract Year means the aggregate of the amounts (including interest but excluding any account costs) deposited in, or credited to, the Marketing Account or Marketing Pool Ledger for that Contract Year.

"CA Marketing Pool Ledger" has the meaning given in Article 19.2(c).

"CA Match/Tour Contract" means a contract between CA and a Player for a particular Match and/or Tour identified as a CA Match/Tour Contract in the Player's Schedule.

"CA Men's Squad" means the squad of Players contracted by CA who are eligible to play for CA and who are selected in the squad.

"CA Men's Team" means the men's 1st XI cricket team from time to time officially selected by CA to represent Australia in International Matches.

"CA Player Contract" means a contract between CA and the Player identified as a CA Player Contract in the Player's Schedule.

“CA Team” means any team selected by CA including in particular, but without limitation, the Australian Test Match, ODI or Twenty20 International teams or a CA XI team.

“CA Women’s Squad” means the squad of Players contracted by CA who are eligible to play for CA and who are selected in the squad.

“CA Women’s Team” means the women’s 1st XI cricket team from time to time officially selected by CA to represent Australia in International Matches.

“Competition” means the owner, organiser or controller of the competition in which an overseas club or team participates.

“Confidentiality Agreement” has the meaning given in Article 5.11(d).

“Contract Term” means the term of any Playing Contract entered between a player and CA or any State Association.

“Contract Term Advice Claims” means claims by any player pursuant to the Post Contract Excess Medical Costs Provisions for Excess Medical Costs incurred by the player for CA or State Association or W/BBL or T20 Spring Challenge team (as applicable) approved consultations, corrective surgery or rehabilitation treatment occurring during the period from the end of the Contract Term until six (6) months after the end of the Contract Term with respect to a Cricket Injury in relation to which the player sought medical advice before the end of the Contract Term from medical or other health professionals approved by CA, the player’s State Association or W/BBL or T20 Spring Challenge team (as applicable).

“Contract Term Excess Medical Costs Provisions” has the meaning given in clause 10.7 of the General Conditions.

“Contract Year” means each period commencing on 1 July in one calendar year and ending on 30 June of the following calendar year during the Term.

“Contract Year Match and Series Bonus Success Percentage” means the proportion, expressed as a percentage, of total available Match Bonuses (All Players) and Series Bonuses (All Players) for a Contract Year which have accrued to players (i.e. paid or scheduled to be paid to players) for the Contract Year, in each case excluding any amounts allocated to the Performance Pool Contingency.

“Current Player Licensee” has the meaning given in Article 15.3.

“Deduction Limit” means an aggregate limit of \$30 million over the Term provided that no more than the amount set out below may be deducted in total from the PPP Adjustment Ledger, the Player Payments Pool and/or Performance Pool in the respective Contract Year of the Term:

- (a) no more than \$7.5 million in the first Contract Year of the Term;
- (b) no more than \$15 million in the second Contract Year of the Term;
- (c) no more than \$20 million in the third Contract Year of the Term;
- (d) no more than \$25 million in the fourth Contract Year of the Term; and
- (e) no more than \$30 million in the fifth Contract Year of the Term.

For the avoidance of doubt, notwithstanding any other provision in this Agreement, no limit applies to deductions made in accordance with Article 5.8.

“Dispute” has the meaning given in Article 5.11(d).

“Dispute Notice” has the meaning given in Article 5.11(d).

“Domestic Competition Sponsors” has the meaning given in Article 13.1(a)(ii).

“Domestic One Day Match” means a one day match played by a State Association as part of the interstate one day competition or any one day match played in Australia between the Player’s State Association and the touring squad of an international team due to play a series of matches against Australia.

“Eligible Companion” means in relation to a player qualifying for Visitors’ Period benefits under Article 7.7, one of the following: the player’s wife, husband or partner, an immediate family member or, subject to the reasonable agreement of CA and the ACA, an alternative person requested by the player.

“Eligible Contracted Player” shall have the meaning given in the Modernised ACRA Rules.

“Eligible Uncontracted Players” shall have the meaning given in the Modernised ACRA Rules.

“Employer” means the party listed as the relevant player’s Employer in the Player’s Schedule.

“the Final CA Marketing Report” has the meaning given in Article 19.4(e).

“Fixed Period” means the period comprising of multiple Contract Years during the Term to which a Fixed Period Minimum Payment (incl Super) applies, as specified in the Player’s Schedule.

“Fixed Period Minimum Payment (incl Super)” means the specified amount for the Fixed Period of the CA Player Contract specified as such in the Player’s Schedule as permitted by Article 7.

“Force Majeure Event” means anything beyond the reasonable control of CA, State Association, W/BBL and/or T20 Spring Challenge Team (as applicable) including, but not limited to:

- (a) fire, storm, flood, earthquake, explosion, war, invasion, rebellion or other hostilities, epidemic, regulations or acts of government or government agencies or public authorities, unavailability of transportation or suitable playing grounds or other facilities, strikes or other labour disturbances forcing or requiring the cancellation of fixtures;
- (b) refusal or failure of the authority controlling cricket in any country to provide a touring team from their country to participate in international matches scheduled to be played in Australia (not counselled, encouraged or incited by CA, State Association, W/BBL and/or T20 Spring Challenge Team to act in that manner);
- (c) the insolvency of or termination or expiry of any agreement with, any CA Major Broadcast Partner (“Terminated Broadcaster”) in circumstances where CA is unable to replace its arrangement with that Terminated Broadcaster with an alternative arrangement that provides for, in respect of any particular year, a fee to be paid to CA that is equal to or more than 80% of the annual fee that was previously paid or payable by such Terminated Broadcaster to CA for the same or similar FTP content scheduled during that particular year”.

“Former ACRA Rules” means the ACRA Rules as in force immediately before the execution of this MOU.

“Fringe Benefits Tax” is inclusive of associated interest, penalties and/or additional costs, except for interest, penalties and/or additional costs incurred as a result of CA or a State Association not complying with its obligations under any relevant law (where non-compliance is not caused by the relevant player or the ACA).

“GCF” means the CA-ACA Grassroots Fund described in Article 5.

“General Conditions” means the Player Contract General Conditions set out in Schedule A.

“Grievance Tribunal” means the tribunal constituted in accordance with Article 11.2(d).

“Guaranteed Earnings (incl Super)” means that amount for a Contract Year in a CA Player Contract specified as such in the Player’s Schedule as permitted by Article 7.

“ICC” means the International Cricket Council.

“Independent Expert” has the meaning given in Article 23.2(a).

“Initial CA Contract List” has the meaning given in Article 6.1(a).

“Injury Account” has the meaning given in Article 23.1.

“Injury Account Ledger” has the meaning given in Article 23.1(d).

“Injury Payments” means any amounts payable by CA or any State Association or W/BBL Team to a player under clauses 11.2, 11.3 and 11.4 of the General Conditions, solely to the extent that such amounts are payable in respect of:

- (a) matches or Tours for which the player is unavailable for selection during the Term;
- (b) the termination of the player’s contract during the Term under clause 8(b) of an Overseas Club/Team Playing Agreement; or
- (c) the inability of the player to attend to third party employment during the Term.

“Intellectual Property” means and includes:

- (a) all trademarks, patents and designs (whether registered or not), copyright materials and logos (or substantial or material parts thereof);
- (b) playing, training and other uniforms (including replicas and supporter apparel), and
- (c) any reproductions or recordings of the above.

“Interest Income” means all interest revenues, including monies on deposit and distributions and dividends from, and net changes in the unit price of, managed funds.

“Interested Party” has the meaning given in Article 23.3(f)(iv).

“Joint Committee” has the meaning given in Article 22.1(a).

“Leave Period” has the meaning given in Article 7.3(a).

“Licensee Marketing Contract” means a marketing contract between an entity nominated by a Player and CA in the form set out in **Schedule B** (as may be amended from time to time by agreement in writing between CA and the ACA).

“Limited Overs Internationals” means ODIs and/or Twenty20 Internationals.

“Marketing Activities” has the meaning given in Article 19.4(b)(i).

“Marketing Points” has the meaning given in Article 19.3(a).

“Matter for Resolution” has the meaning given in Article 23.3(e).

“Minimum Retainer” means the minimum Retainer amount for a Contract Year specified as such in the Player’s Schedule of a CA Player Contract as permitted by Article 7.

“Modernised ACRA Rules” means the Australian Cricketers’ Retirement Account Rules as at the date this MOU was executed, as amended from time by the ACRA BoM in accordance with those Rules.

“MOU Dispute” has the meaning given in Article 24.1(a).

“National Board” means the ICC member based in the country in which an overseas club or team participates in the Competition.

“Negative Force Majeure Impact” has the meaning given in Article 5.8.

“Non-Accredited Agent” means a player agent who is not an Accredited Agent.

“Non-Contractual Illness or Injury” means an injury or illness incurred or suffered by the Player that is not a Contractual Illness or Injury (as defined in a Contract).

“Non-Cricket Related Items” has the meaning given in Article 7.8(k).

“Notice” has the meaning given in Article 26.1.

“Notice Date” has the meaning given in Article 24.2.

“Objects” has the meaning given in Article 12.

“ODI” means a match designated as One-Day Internationals by the ICC in which the Australian Team participates.

“Official International Team” means the official team of any country granted full member status by the ICC other than Australia.

“Overseas Flights” has the meaning given in Article 7.8(e).

“Overseas Location” has the meaning given in Article 7.8(e).

“Overseas Partner/Family Benefits” has the meaning given in Article 7.7(g).

“Overseas Player” has the meaning given in the State Player Contracting and Remuneration Rules.

“Past Player Licensee” means an entity nominated by or on behalf of a past player member of the ACA which has a licence to use and exploit the Attributes of such past player member and to sub-licence others to do the same, including for the purposes contemplated in Article 15.

“PDP” means the CA-ACA Player Development Program.

“PDP Injury Funds” has the meaning given in Article 23.4(a)(iii)(A).

“Performance Pool” has the meaning given in Article 8.1.

“Performance Pool Schedule” means the schedule determined by CA and shared with the ACA which sets out:

- (a) the Twenty20 Internationals, ODI’s and Test Matches scheduled to be played in the following Contract Year;
- (b) the estimated squad sizes for those Twenty20 Internationals, ODI’s and Test Matches; and
- (c) the planned match and series win bonuses for the purposes of Article 8 for those Twenty20 Internationals, ODI’s and Test Matches,

for the purposes of CA and the ACA reviewing the Performance Pool allocations in accordance with Article 8.3 of the MOU.

“Permitted Baggage” has the meaning given in Article 7.8(i).

“Player” or **“player”** means a person who holds or has held a playing contract during the term of this Agreement (but does not include such a person in any capacity as a BBL Development Rookie or BBL Premier Grade Cricket Rookie for the period in which that player is contracted).

“Player Appearance” has the meaning given in the General Conditions.

“Player Endorsement” has the meaning given in the General Conditions.

“Player Internet Site” means:

- (a) any website, page or pages of a website (including, without limitation, any pages on a social networking site such as Facebook, Instagram, Snapchat, LinkedIn or Twitter or any YouTube channel) concerning (solely or otherwise) a player or their Attributes and which is sponsored, operated or approved by the player; or
- (b) such other player presence online which uses the player's Attributes and is developed for or on behalf of the player for promotional or marketing purposes,

but excluding, solely for the purposes of Article 17, Clause 6.2 of the Player Contract General Conditions, any website, page or pages of a website or other player presence online which is developed for the promotional or marketing purposes of any of the player's sponsors.

“Player Payments Pool” or ***“PPP”*** means the pool of funds allocated for the benefit of, or at the direction of, players (or the ACA on their behalf) solely in accordance with this Agreement, as determined under Article 5.

“Player Social Networking Site” means a Player Internet Site controlled by a player or the player's representatives that is dedicated solely to that player and that is part of a social networking website, such as Facebook, Instagram, Snapchat, LinkedIn or Twitter.

“Player Website” means a Player Internet Site that is not a Player Social Networking Site.

“Player WT20 Proceeds Share” has the meaning given in Article 21 of the 2022-23 MOU.

“Player's Schedule” means the schedule to a Player's contract under the General Conditions set out in Schedule A.

“Playing Contracts” has the meaning given in Article 2.1.

“Post Contract Excess Medical Costs Provisions” has the meaning given in clause 10.8 of the General Conditions.

“Post Contract Term Advice Claims” means claims by any player pursuant to the Post Contract Excess Medical Costs Provisions for Excess Medical Costs for CA or State Association or W/BBL or T20 Spring Challenge team (as applicable) approved consultations, corrective surgery or rehabilitation treatment occurring during the period from the end of the Contract Term until six (6) months after the end of the Contract Term in relation to a Cricket Injury in relation to which the player did not seek medical advice before the end of the Contract Term from medical or other health professionals approved by CA or the player's State Association, W/BBL or T20 Spring Challenge team (as applicable).

“the Provisional CA Marketing Report” has the meaning given in Article 19.4(c).

“RBA Cash Rate” means the Reserve Bank of Australia's published Cash Rate from time to time;

“Related Body Corporate” has the meaning given in the Corporations Act 2001 (Cth).

“Rookie” means a player contracted pursuant to a Rookie Contract (or any earlier version of the Rookie Contract which has been agreed between CA and the ACA), but does not include any player contracted solely pursuant to any form of “BBL Development Rookie Contract or BBL Premier/Grade Cricket Rookie Contract” prescribed pursuant to the W/BBL Player Contracting and Remuneration Rules.

“Rookie Contract” or “Rookie Player Contract” means a contract between the Employer and the Player identified as a Rookie Contract in the Player’s Schedule. This does not include a BBL Development Rookie Contract or BBL Premier Grade Cricket Rookie Contract pursuant to the W/BBL Player Contracting and Remuneration Rules.

“Sale Proceeds” has the meaning given in Article 4.3(a).

“Selection Panel” means the panel of selectors nominated from time to time by CA or a State Association, as the case may be.

“Series” means a series of Test, ODI or Twenty20 matches as determined by CA from time to time (requiring greater than one Match to be declared a series).

“Squad Member” means a player who has been part of a CA Men’s Squad or CA Women’s Squad in either Test, ODI or Twenty20 International cricket (as applicable) referred to in Article 7.

“Standing Scheduling Advisory Group” or “SSAG” has the meaning given in Article 3.10.

“State Association” means each of the following:

- (a) Cricket New South Wales;
- (b) Queensland Cricket;
- (c) South Australian Cricket Association;
- (d) Cricket Tasmania;
- (e) Cricket Victoria; and
- (f) Western Australian Cricket Association.

or such other substituted name or title as those State Associations may take from time to time.

“State Association/W/BBL/T20 Spring Challenge Licensed Product” has the meaning given in Article 15.10(a).

“State Competition Sponsors” has the meaning given in Article 13.1(a)(ii).

“State Contract” has the meaning given in the General Conditions.

“State First Class Match” means any Sheffield Shield match or three or four day tour match between the Player’s State Association or the touring squad of an international team in Australia and due to play a series of matches against Australia recognised by CA as a First Class Match.

“State Leave Period” has the meaning given in Article 9.6.

“State Major Sponsor” means:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, each of the organisations listed in a Player’s Schedule, as amended from time to time in accordance with Article 13.2(c) of the MOU, provided they are major sponsors of the Player’s State Association nominated in accordance with Article 13.2(b) of the MOU and; or
- (b) during the period when the Player is party to State Player Contract, State Match Contract or Rookie Contract (excluding during the term of any CA Marketing Contract or CA Match/Tour Contract) any of the organisations listed in a Player’s Schedule, as amended from time to time in accordance with Article 13.2(c) of the MOU, each of which must be major sponsors of the State Association listed in accordance with Article 13.2(a) of the MOU.

“State Match Contract” means a contract between a State Association and the Player identified as a State Match Contract in the Player’s Schedule.

“State Player Contract” means a contract between a State Association and the Player identified as a State Player Contract in the Player’s Schedule.

“State Player Contracting and Remuneration Rules” means the document set out in **Schedule G**, as varied from time to time by CA it being understood and agreed that:

- (a) any changes that have an adverse impact on players require the approval of the ACA, such approval not to be unreasonably withheld; and
- (b) where a rule governs the selection of players to play in the interstate competitions (including eligibility, player transfers and dealings between State Associations), CA will not make any material changes to such rules unless agreed by the ACA.

“Substitute Duties” has the meaning given in Article 7.2(h).

“Taxation for Non-Contractual Injury Payments” means any payroll tax, superannuation or other taxes or levies payable by CA or any State Association, W/BBL or T20 Spring Challenge Team in respect of any payments to players pursuant to clause 11.2 or 11.3 of the General Conditions.

“Team” means a cricket team selected by CA or a State Association.

“Term” and **“Term of this Agreement”** means, subject to earlier termination in accordance with Article 25, the period commencing on 1 July 2023 and ending on 30 June 2028.

“Test Match” means matches designated as such by the ICC in which the Australian Team participates.

“Total Remuneration” means the total of those items listed under clauses 3.1, 3.10, 3.11, 3.14 (regarding captain’s and vice captain’s allowances only), 3.15, 4.3 to 4.5 of the CA Player Contract.

“Tour” means travel interstate or overseas for a designated match or series of matches on behalf of CA or a State Association.

“TPA” means the Team Participation Agreement between CA and any State Association pursuant to which the State Association is granted the right by CA to operate a team in the W/BBL.

“Twenty20 International” means a match designated as a Twenty20 International by the ICC in which the Australian Team participates.

“T20 Spring Challenge” means the domestic Twenty20 competition played by T20 Spring Challenge Teams.

“T20 Spring Challenge Competition Period” means, for each Contract Year, the period beginning on the date that is the later of:

- (a) seven (7) days prior to the first official match played by the Player’s T20 Spring Challenge Team in the T20 Spring Challenge; and
- (b) the day after the last State First Class Match or Domestic One Day Match in which the Player participates (if selected in the final 12) prior to the first official match played by the T20 Spring Challenge Team in the T20 Spring Challenge,

ending on the day after the completion of the last official match played by the Player’s T20 Spring Challenge Team in the T20 Spring Challenge.

“T20 Spring Challenge Contract” means a contract between a T20 Spring Challenge Team and a Player identified as a T20 Spring Challenge Contract or a T20 Spring Challenge Contract – Replacement Player in the Player’s Schedule.

“T20 Spring Challenge Contracted Player” means a player who has been offered and accepted a T20 Spring Challenge Contract in the relevant Contract Year, other than an Overseas Player as defined in the MOU.

“T20 Spring Challenge Overseas Player Contract” means a contract between a T20 Spring Challenge Team and a Player in the form set out in **Schedule C1**.

“T20 Spring Challenge Player Contracting and Remuneration Rules” means the T20 Spring Challenge Player Contracting and Remuneration Rules set out in **Schedule H1** to the MOU, as varied from time to time by CA (it being understood that any changes that have an adverse impact on Players require the approval of the ACA, such approval not to be unreasonably withheld).

“T20 Spring Challenge Replacement Contract” means a contract between a T20 Spring Challenge Team and a Player identified as a T20 Spring Challenge Contract – Replacement Player in the relevant Schedule.

“T20 Spring Challenge Replacement Player” means a player who has been offered and accepted a T20 Spring Challenge Contract which is a T20 Spring Challenge Replacement Contract in the relevant Contract Year.

“T20 Spring Challenge Team” means a State Association that has entered into a T20 Spring Challenge Contract with a Player.

“T20 Spring Challenge Team Major Sponsors” means, in respect of T20 Spring Challenge Contracted Players only:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, subject to clause 5.1(c), each of the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.4(c) of the MOU, provided they are a major sponsor of the Player’s T20 Spring Challenge Team (if any) listed in accordance with Article 13.4(b) of the MOU; or
- (b) during the period when the Player is party to a T20 Spring Challenge Contract (excluding during the term of any CA Marketing Contract or CA Match/Tour Contract) the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.4(c) of the MOU, each of which must be major sponsors of the T20 Spring Challenge Team listed in accordance with Article 13.4(a) of the MOU.

“Updated ACR Amounts” has the meaning given in Article 5.6.

“Visitors’ Period” has the meaning given in Article 7.7(a).

“WBBL” means the Women’s Big Bash League currently known as the Weber WBBL.

“W/BBL” means WBBL and/or BBL as the context required for the Player.

“W/BBL Competition Period” means, for each Contract Year, the period beginning on the date that is the later of:

- (a) seven (7) days prior to the first official match played by the Player’s W/BBL Team in the W/BBL; and
- (b) the day after the last State First Class Match or Domestic One Day Match in which the Player participates (if selected in the final 12) prior to the first official match played by the W/BBL Team in the W/BBL,

ending on the day after the completion of the last official match played by the Player's W/BBL Team in the WBBL.

"W/BBL Contract" means a contract between a W/BBL Team and a Player identified as a W/BBL Contract or a W/BBL Contract – Replacement Player in the Player's Schedule.

"W/BBL Contracted Player" means a player who has been offered and accepted a W/BBL Contract in the relevant Contract Year, other than an Overseas Player as defined in the MOU.

"W/BBL Overseas Player Contract" means a contract between a W/BBL Team and a Player in the form set out in **Schedule C**.

"W/BBL Player Contracting and Remuneration Rules" means the document set out in **Schedule H**, as varied from time to time by CA it being understood and agreed that:

- (a) any changes that have an adverse impact on players require the approval of the ACA, such approval not to be unreasonably withheld; and
- (b) where a rule governs the selection of players to play in the W/BBL (including eligibility, player transfers and dealings between W/BBL Teams), CA will not make any material changes to such rules unless agreed by the ACA.

"W/BBL Replacement Contract" means a contract between a W/BBL Team and a Player identified as a W/BBL Contract – Replacement Player in the relevant Schedule.

"W/BBL Replacement Player" means a player who has been offered and accepted a W/BBL Contract which is a W/BBL Replacement Contract in the relevant Contract Year.

"W/BBL Team" means a State Association that has entered into a W/BBL Contract with a Player.

"W/BBL Team Major Sponsors" means, in respect of W/BBL Contracted Players only:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, subject to clause 5.1(c), each of the organisations listed in the Player's Schedule, as amended from time to time in accordance with Article 13.3(c) of the MOU, provided they are a major sponsor of the Player's W/BBL Team (if any) listed in accordance with Article 13.3(b) of the MOU; or
- (b) during the period when the Player is party to a W/BBL Contract (excluding during the term of any CA Marketing Contract or CA Match/Tour Contract) the organisations listed in the Player's Schedule, as amended from time to time in accordance with Article 13.3(c) of the MOU, each of which must be major sponsors of the W/BBL Team listed in accordance with Article 13.3(a) of the MOU".

"W/BBL Team Squad" has the meaning given in the W/BBL Player Contracting and Remuneration Rules.

1.2 References to Fringe Benefits Tax

Any references in this Agreement to Fringe Benefits Tax is inclusive of associated interest, penalties and/or additional costs, except for interest, penalties and/or additional costs incurred as a result of CA or a State Association not complying with its obligations under any relevant law (where non-compliance is not caused by the relevant player or the ACA).

Article 2 Playing Contracts

2.1 Standard Form of Playing Contracts

The following standard form playing contracts (the “**Playing Contracts**”) between cricket players and CA or State Associations are incorporated by reference in, and form part of, this Agreement:

- (a) General Conditions and Player’s Schedule (see **Schedule A**);
- (b) W/BBL Overseas Player Contract (see **Schedule C**); and
- (c) T20 Spring Challenge Overseas Player Contract (see **Schedule C1**).

2.2 Variations to Form of Contract

- (a) The parties agree that, subject to paragraph (b) below, CA may amend the form of one or more of the Playing Contracts prior to the start of each Contract Year, provided that CA first consults with the ACA.
- (b) CA may only amend the form of one or more of the Playing Contracts in accordance with paragraph (a) above to take account of or remedy any material oversight or to specifically address any material change in circumstances that may have arisen since the date of this Agreement, provided always that those amendments must not impose unreasonable terms or conditions of employment on players. Any other amendments may only be made by agreement between CA and the ACA.
- (c) Any disputes arising in relation to this Article 2.2 will be dealt with in accordance with Article 24 having regard to the spirit and intent of this Agreement.

2.3 Multi-Year Contracts for CA Player Contracts

Guaranteed Earnings (incl Super)

- (a) Subject to Article 2.3(b), in respect of a Player who has a Guaranteed Earnings (incl Super) amount specified in the Player’s Schedule of a CA Player Contract for any Contract Year after the first Contract Year of that CA Player Contract, the parties agree that, if in that Contract Year of the Term, the Total Remuneration received by the Player pursuant to any CA Player Contract, CA Marketing Contract, CA Match Contract, State Player Contract and State Match/Tour Contract (“**Contract Year Remuneration**”) is less than the Guaranteed Earnings (incl Super) for that Contract Year specified in the Player’s Schedule, CA will pay to the Player from item 2 of Part E or item 2 of Part F of the Player Payments Pool (as relevant), at the end of that Contract Year, the amount equal to the shortfall difference between the Contract Year Remuneration and the Guaranteed Earnings (incl Super) solely with respect to that Contract Year (“**Shortfall Payment**”).
- (b) If the Player:
 - (i) is believed by CA to have:
 - (A) retired from one or more forms of cricket; or
 - (B) failed to comply with clause 8.1(a) of the General Conditions in respect of one or more forms of cricket such that they are not available for selection for same (unless otherwise agreed between CA and the Player),

under the CA Player Contract during or before any Contract Year in which the Player has Guaranteed Earnings (incl Super) for a Contract Year, CA will issue the Player with a notice in writing (**Adjustment Notice**) particularising the same. The Adjustment Notice must also contain a pro rata portion of the Shortfall Payment it proposes to pay the Player based on its application of two factors: (1) the amount of the Contract Year that had elapsed at the date of that retirement/failure; and (2) weighting of the games in the relevant format(s) (**Adjusted Amount**).

If the Player does not agree:

- that they have retired or breached as alleged in the Adjustment Notice; and/or
- to the proposed Adjusted Amount (unless another Adjusted Amount is otherwise agreed by the Player and CA);

then they must give written notice of the same to CA within fourteen (14) days of receipt of the Adjustment Notice and the matter will be referred to an Independent Expert agreed in writing by both parties, failing which a person appointed by the President of the Law Institute of Victoria. The Independent Expert may be a CA Code of Conduct Commissioner and will have the power to determine:

- whether a retirement or breach has occurred as alleged in the Adjustment Notice; and/or
- a fair and reasonable Adjusted Amount considering the matters in (1) and (2) above as relevant.

CA and the Player will be permitted to make submissions and provide evidence to the Independent Expert who will determine the process for the hearing and conduct of the matter. CA will be obliged to pay the Player the Adjusted Amount once agreed or determined in accordance with the above;

- (ii) after being notified by CA's National Selection Panel in the CA Initial Contract List in any Contract Year in which the Player has Guaranteed Earnings (incl Super), elects not to enter into a CA Player Contract in that Contract Year with the Inserted Retainer as per clause 3.2(h) of the Player Contract, the Player will not receive any Shortfall Payment or Adjusted Amount under Article 2.3(a) or (b) for that Contract Year and (unless otherwise agreed) will not be a party to a CA Player Contract for that Contract Year; or
- (iii) after not being notified by CA's National Selection Panel in the CA Initial Contract List in any Contract Year in which the Player has Guaranteed Earnings (incl Super) (which means that (unless otherwise agreed) the Player will not be a party to a CA Player Contract for that Contract Year) is offered a State Player Contract by the Player's home State for that Contract Year but elects not to enter into the State Player Contract, the Player's Shortfall Payment or Adjusted Amount under Article 2.3(a) or (b) will be reduced by the Retainer amount offered to the Player in that State Player Contract.

Fixed Period Minimum Payment (incl Super)

(c) Subject to Articles 2.3(d) and 2.3(e), in respect of a Player who has a “Fixed Period Minimum Payment (incl Super)” amount specified in the Player’s Schedule in any CA Player Contract, the parties agree that if the Total Remuneration received by the Player pursuant to any CA Player Contract, CA Marketing Contract, CA Match Contract, State Player Contract and State Match/Tour Contract during the Fixed Period of that CA Player Contract (**“Fixed Period Remuneration”**) is less than the “Fixed Period Minimum Payment (incl Super)” specified in the Player’s Schedule to the CA Player Contract, CA will pay to the Player from item 2 of Part E or item 2 of Part F of the Player Payments Pool (as relevant), at the end of the final Contract Year of the Fixed Period (or such earlier date determined by CA), the amount equal to the shortfall difference between the Fixed Period Remuneration and the “Fixed Period Minimum Payment (incl Super)” (**“Shortfall Payment”**).

(d) If:

- (i) a Player retires from, or has breached clause 8.1(a) of the General Conditions such that they are not available for selection for, one or more forms of cricket under the CA Player Contract during the Fixed Period of the CA Player Contract in which the Player has a “Fixed Period Minimum Payment (incl Super)”; and
- (ii) CA and the Player agree to make a pro rata adjustment to the Fixed Period Minimum Payment (incl Super) based on: (A) the amount of the Fixed Period that had elapsed at the date of retirement; and (B) weighting of the games in the relevant format(s) they have retired from or were not available for selection for,

the Fixed Period Minimum Payment (incl Super) will be adjusted to reflect the agreed amount (together with other agreed matters (if any) relating to that retirement or breach).

(e) If a Player:

- (i) retires from, or has breached clause 8.1(a) of the General Conditions such that they are not available for selection for, one or more forms of cricket, during the Fixed Period without reaching agreement with CA on an adjustment to the Fixed Period Minimum Payment (incl Super) pursuant to Article 2.3(d); or
- (ii) is notified by CA’s National Selection Panel that they are in the CA Initial Contract Year List in any Contract Year during the Fixed Period, and the Player does not enter into a CA Player Contract in that Contract Year (unless otherwise agreed),

(**“Disentitling Events”**), then, without limiting any other rights of CA under the CA Player Contract, they will not be entitled to any Shortfall Payment pursuant to Article 2.3(c). CA must issue a written notice to the Player that they believe one of these Disentitling Events has occurred at the relevant time. If the Player disputes the matters in the notice, the matter will be referred to the Grievance Tribunal pursuant to Article 11 for determination.

Minimum Retainer

(f) In respect of a Player who has a multi-year Player Contract, in which the Player’s Schedule specifies a “Minimum Retainer” in a Contract Year after the first Contract

Year, the Player will be notified by CA's National Selection Panel in the Initial CA Contract List (as defined in Article 6) for that Contract Year and CA will, as per Article 7.1, determine the Player's retainer for that Contract Year, which must be no less than the "Minimum Retainer" specified, and update the Player's Schedule to insert the new retainer in place of the "Minimum Retainer".

2.4 Inconsistencies

Unless the contrary intention is shown, should the provisions of any Playing Contracts be inconsistent with the terms of this Agreement, the provisions of this Agreement will prevail.

2.5 Effect of Termination of Agreement

The termination of this Agreement will not impair, limit or terminate the rights and obligations of CA, a State Association or a player under any Contract.

2.6 No Obligations to Play in Franchise Twenty20 Tournaments

- (a) Subject to paragraph (b) below, CA and State Associations acknowledge that players have no obligations under this Agreement to play in any new franchise Twenty20 competition (unless it replaces the KFC Big Bash or Weber Women's Big Bash in its entirety and is still played only by State Associations (howsoever owned)).
- (b) Paragraph (a) does not apply in respect of the participation in:
 - (i) the W/BBL by players contracted under W/BBL Contracts; and
 - (ii) the T20 Spring Challenge by players contracted under T20 Spring Challenge Contracts.

2.7 Codes and Policies

CA will consult with the ACA regarding material changes to the codes, policies and/or rules of behaviour issued by CA set out in clause 12.2 of the General Conditions.

2.8 Parental Leave Policy

- (a) Notwithstanding any other provision of this MOU, but subject to any legislative requirements, the entitlements of a CA Contract player, a State Contract player, a W/BBL Contract player and a T20 Spring Challenge Contract player and the obligations of CA or any State Association, W/BBL or T20 Spring Challenge Team in relation to parental leave, contract extension in relation to parental leave, and/or support person/ travel arrangements will be in accordance with this Article 2.8 and Cricket Australia's Players Parental Leave and Return to Work Policy as agreed with ACA as at the date of this Agreement (**"Parental Leave Policy"**) as set out in Schedule L.
- (b) For the avoidance of doubt the provisions of this Article 2.8 prevail to the extent of any inconsistency with the Parental Leave Policy and with any other provision of the MOU.
- (c) For the avoidance of doubt, the cost of applying the Parental Leave Policy will be drawn from Part B Item 8 of Schedule J and once Part B Item 8 is exhausted from the PPP items in Schedule J as follows:

Cost	Schedule J
<i>Parental Leave and Secondary Parental Leave Payments</i>	
CA Contract	Part E & F, Item 2 (<i>CA Retainers</i>)
State Contract	Part G, Item 3 & H, Item 2 (<i>Retainers</i>)

WBBL Contract	Part C & D, Item 6 (<i>Retainers</i>)
T20 Spring Challenge Contract	Part D1, Item 5 (<i>Retainers</i>)
<i>Pregnant Player Replacement Player Match Fees</i>	
CA Contract or CA Match Contract	Part F, Item 7 (<i>Squad Fees/Team fees/ match fees</i>)
State Contract or State Match Contract	Part H, Item 9 (<i>Match Fees – State Teams</i>)
WBBL Contract	Part D, Item 8 (<i>Replacement Players</i>)
T20 Spring Challenge Contract	Part D1, Item 7 (<i>Replacement Players</i>)
<i>CA/State Upgrade Player Retainer & WBBL Local Replacement Player</i>	
CA Contract	Part F, Item 4 (<i>CA Contract Upgrade Retainers</i>)
State Contract	Part H, Item 3 (<i>Retainers for upgraded players</i>)
WBBL Contract	Part D, Item 8 (<i>Replacement Players</i>)
T20 Spring Challenge Contract	Part D1, Item 7 (<i>Replacement Players</i>)
<i>Support Person/Travel provisions for dependent child/ren</i>	
Female player	Part F, Item 23 (<i>Partners/Families</i>)
Male player	Part E, Item 24 (<i>Partners/Families</i>)
<i>Partner Local Player Match Fees</i>	
CA Contract female	Part B, Item 5 (<i>Injury Account</i>)
CA Contract male	Part B, Item 5 (<i>Injury Account</i>)
State Contract female	Part B, Item 5 (<i>Injury Account</i>)
State Contract male	Part B, Item 5 (<i>Injury Account</i>)
W/BBL	Not applicable
T20 Spring Challenge	Not applicable
<i>Partner Local Replacement Player Match Fees</i>	
CA Contract female	Part F, Item 7 (<i>Squad Fees, Team Fees, Match Fees</i>)
CA Contract male	Part E, Item 8 (<i>Squad Fees, Team Fees, Match Fees</i>)
State Contract female	Part H, Item 9 (<i>Match Fees</i>)
State Contract male	Part G, Item 10 (<i>Match Fees</i>)
WBBL	Part D, Item 8 (<i>Replacement Player</i>)
BBL	Part C, Item 8 (<i>Replacement Player</i>)
T20 Spring Challenge	Part D1, Item 7 (<i>Replacement Players</i>)

- (d) In the event of insufficient funds in the Schedule J Items outlined in Article 2.8(c) above, the costs will be drawn from Schedule J, Part B, Item 5 (Injury Account) defined in Article 23.1 as ‘employment compensation entitlement of players.
- (e) If the amount set out in Part B Item 8 of Schedule J is not exhausted in a Contract Year, the balance shall be carried forward to the next Contract Year. If the balance is not exhausted in the final Contract Year of the Term, it will be allocated in accordance with Article 5.4(j)(iii) and 5.4(j)(iv) unless agreed otherwise by CA and the ACA in writing (e.g., to fund the cost of applying the Parental Leave Policy after the Term.)

2.9 Player Data Working Group

The Parties agree to form a CA/ACA working group that will meet at least annually (or more often as agreed) to discuss CA’s data governance framework as it relates to Players, including (without limitation) discussion on:

- (a) CA's data security;
- (b) consent management/revocation;
- (c) wearables and other sensors; and
- (d) developments in the law and best practice.

2.10 Women's Cricket Working Group

The Parties agree to form a Women's Cricket Working Group ("**WCWG**") for the purpose of providing a forum for CA and the ACA to consider, discuss and (where it deems appropriate) provide feedback and input (including reports or recommendations) on matters concerning gender equity (as it relates to Players) and women's cricket in accordance with agreed WCWG Charter set out in **Schedule O**.

Article 3 Scheduling and Domestic Competitions

3.1 General

Subject to **Schedules E and F**:

- (a) the ACA and CA acknowledge the existence of the ICC Scheduling Guidelines;
- (b) CA notes that it is not required to comply with the ICC Scheduling Guidelines and rather seeks agreement with the ACA on the most appropriate scheduling for Australian cricket; and
- (c) CA will:
 - (i) continue to recognise the issue of the individual player workload; and
 - (ii) for CA players, excluding ICC Events, use its best endeavours to schedule no more than an average of 72 Units of male international matches and an average of 72 Units of female international matches per year over the period of this Agreement.

For the purpose of this clause:

- Test matches are 2 Units;
- ODI matches are 1 Unit; and
- Twenty20 International matches are 1 Unit.

3.2 Domestic Competitions and Matches

- (a) Each year during the Term, CA will conduct the matches and competitions referred to in Item 2 of Schedule E featuring teams from each State Association, W/BBL and T20 Spring Challenge teams and such other teams as CA may from time to time decide to admit to one or more of those competitions, subject to the other provisions of this Article 3.2.
- (b) CA will consult with the ACA as early as reasonably practicable regarding the introduction of more teams to one or more of those competitions. In the event that, following the above consultation process, CA decides to introduce (in its absolute discretion) an additional team to any competition (such as additional (W/BBL team(s)) during the term of this Agreement, the parties agree that:
 - (i) the Player Payments Pool (and the relevant Items in Schedule J) will need to be increased (on a basis to be reasonably agreed) to incorporate the additional players required, including taking into account the basis in (ii) below;
 - (ii) the players contracted to these additional teams will be paid the same retainers and other benefits for equivalent teams as set out in Schedule J (unless otherwise agreed).

3.3 Domestic Program of Matches

- (a) CA has determined a framework for a forward program of domestic cricket that applies for the Term ("***the Domestic Program***"). A copy of the Domestic Program is set out in **Schedule E**.
- (b) Subject to **Schedule E** (including Sections 2.1 and 2.2 of **Schedule E**), CA will not increase the number of matches played as part of all the competitions (or any replacement competitions) referred to in Section 2 of the Domestic Program, or

increase the number of senior domestic competitions referred to in Section 2 of the Domestic Program, in each case without reaching prior agreement with the ACA in relation to the effect on ACR and player payments under Article 5.4(h).

3.4 International Program of Matches

- (a) The ACA acknowledges that the forward program of international cricket has been estimated by CA, which, amongst other things, contemplates CA sending the Australian Team overseas to play in certain matches and series ("***the International Program***"). A copy of the International Program (insofar as it is currently estimated during the Term) is set out in **Schedule F**.
- (b) The parties acknowledge and agree that the ICC and/or ICC member countries are entitled to vary the International Program during the Term in accordance with their respective powers. CA agrees to consult in good faith with the ACA in relation to any proposed variations to the International Program.
- (c) The ACA acknowledges that CA is required to comply with the International Program (as amended from time to time) by selecting and sending teams to participate in the relevant matches/series.
- (d) CA will not agree to increase the number of matches scheduled to be played under the International Program during the Term without reaching prior agreement with the ACA in relation to the effect on ACR and player payments under Article 5.4(h). For the avoidance of doubt, the ACA and CA agree and acknowledge that the addition of matches to the International Program will not, of itself, require any additional match payments or tour payments to be made by CA outside of the Player Payments Pool or any prior agreement with the ACA in relation to the effect on ACR and player payments, unless and until the total number of matches actually played pursuant to the International Program is greater than the number of matches listed in Schedule F, provided that, for the purposes of such calculation, one (1) Test Match shall be treated as the equivalent of two (2) Limited Overs Internationals.
- (e) In discussing overseas tours with other ICC Members, CA will consider the need for a reasonable break between certain lengthy tours and will request such where reasonably practicable and necessary, provided CA will not be in breach of this Agreement in the event it fails to secure any leave period between tours and the ACA acknowledges and agrees that such matters are often outside the control of CA.

3.5 Finalisation of Programs

- (a) CA will in good faith consult with the ACA before April in each calendar year during the Term prior to CA finalising arrangements relevant to the Domestic Program and the International Program (including dates, locations, travel and accommodation arrangements).
- (b) CA and the State Associations reserve the right to vary, in their absolute discretion, the date and location of matches played as part of the competitions referred to in the Domestic Program provided that CA in good faith consults with the ACA as soon as practicable (only if CA is aware of such proposed variation) before doing so and such rescheduled matches comply with the restrictions on scheduling as detailed in **Schedule E**.
- (c) CA reserves the right to agree, in its absolute discretion, to changes in the dates and locations of matches played as part of the competitions referred to in the International Program provided that CA in good faith consults with the ACA as soon as practicable before doing so (except in exceptional circumstances, such as urgent and

unexpected security issues, in which case CA will use its best endeavours to advise the ACA as soon as practicable after such agreement to changes) and such rescheduled matches comply with the restrictions on scheduling as detailed in **Schedule F**.

- (d) CA will ensure that it does not effect or agree to changes in the programs referred to in Articles 3.1 and 3.3 which fetter the players' rights under Article 7.

3.6 Rules for Interstate Competitions

- (a) CA will prescribe rules from time to time governing the selection of players to play in the interstate competitions referred to in Article 3.2.
- (b) Without limitation, the rules referred to in paragraph (a) will set out the procedure by which players (whether contracted or not) may transfer between State Associations.
- (c) The current rules and the obligation to consult with the ACA are set out (amongst other matters) within the State Player Contracting and Remuneration Rules in **Schedule G**.

3.7 Rules for W/BBL Competitions

- (a) CA will prescribe rules from time to time governing the selection of players to play in the W/BBL.
- (b) The current rules and the obligation to consult with the ACA are set out (amongst other matters) within the W/BBL Player Contracting and Remuneration Rules in **Schedule H**.

3.8 Rules for T20 Spring Challenge Competitions

- (a) CA will prescribe rules from time to time governing the selection of players to play in the T20 Spring Challenge.
- (b) The current rules and the obligation to consult with the ACA are set out (amongst other matters) within the T20 Spring Challenge Player Contracting and Remuneration Rules in **Schedule H1**.

3.9 Playing Conditions Committee

- (a) CA agrees to permit the ACA to nominate two (2) representatives to sit on CA's Playing Conditions Committee during the Term. The ACA may substitute its nominees from time to time during the Term provided it gives CA at least seven (7) days' written notice.
- (b) The ACA and their nominated representatives, though the Playing Conditions Committee, will work with other relevant parties on the introduction (or modification) of age restrictions for players involved in any of the Domestic Competition/s.

3.10 Standing Scheduling Advisory Group

- (a) The parties agree to form a Standing Scheduling Advisory Group (**SSAG**) to engage in the consultation processes outlined in Article 3 in accordance with the agreed Charter attached to Schedule E. The SSAG will meet biannually, or more often as agreed. The parties will also continue to communicate on an informal basis on issues as they arise.
- (b) Where reasonably practicable, any consultation that is required or desirable in accordance with this Article (or either Schedule E and Schedule F) will be conducted with the SSAG.

Article 4 Calculation of Australian Cricket Revenue

4.1 Relevant Income and Expenses

ACR represents the annual consolidated revenue of CA and the State Associations and W/BBL entities (if any) and T20 Spring Challenge entities (if any) from the cricket-related activities listed in paragraphs (a) – (q) below using the measurement and recognition requirements of Australian Accounting Standards, as modified by this Article 4. Subject to this Article 4, ACR only relates to revenue actually received or receivable (unless otherwise stated) by CA or a State Association or, if any, a W/BBL entity or a T20 Spring Challenge entity (which, for the avoidance of doubt, does not include Cricket ACT).

- (a) Ninety eight percent (98%) of the revenue from the sale of cricket sponsorship rights, excluding related Signage Agents' Costs and Selling Agents' Costs (and any other agents' costs reasonably agreed) to the extent they exceed 2% on a particular sale transaction.
- (b) Sale of cricket media rights, including television, radio, internet, multi-media and other mechanisms designed to utilise digital technology, wireless and any other forms of media rights in existence or developed during the Term, excluding related Signage Agents' Costs and Selling Agents' Costs (and any other agents' costs reasonably agreed), other than sale of rights falling within the ambit of Article 15.
- (c) Sale of internet subscriptions for the sole viewing of VOD cricket match footage from CATV or any other website of CA, a State Association or any W/BBL entity, excluding Selling Agents' Costs (and any other agents' costs reasonably agreed), other than sale of rights falling within the ambit of Article 15.
- (d) Compensation received from other national cricket authorities in circumstances where tours involving the Australian Team are of unequal length.
- (e) Receipt of ICC distributions and ICC payments to CA as a result of the Australian Team achieving an official No.1 ICC ranking, or any other payment or distributions received or receivable from ICC.
- (f) Sixty Five percent (65%) of the revenue received from the sale of tickets to cricket matches played in Australia, excluding fees payable to ticket agencies.
- (g) Seventy percent (70%) of the revenue received relating to the operation of car parking venues for cricket matches played in Australia.
- (h) Eighty Five percent (85%) of revenue received or receivable from Cricket Related Membership Fees (CRMF). CRMF is the value attributed to the proportion of membership fees that relate to cricket related events. This value is calculated as follows:

Notional Cricket Value (NCV) as a function of Notional Total Value (NTV) multiplied by the total membership fees received or receivable, where:

NCV = number of members attending cricket events during the period multiplied by the general admission price for such events

NTV = number of members attending all events during the period multiplied by the general admission price for all such events.

Note: any special levies of an extraordinary nature against members will be excluded from total membership fees received or receivable.

- (i) All of the revenue earned by State Associations, W/BBL entities and T20 Spring Challenge entities from the sale of cricket merchandise and licensed cricket-related and branded products to which Article 15 does not apply, after deducting appropriate Selling Agents' Costs (and any other agents' costs reasonably agreed) and fees paid to one or more players (or their companies) in connection with such merchandising or licensing activity.
- (j) Subject to paragraphs (i), (ii) and (iii) below, revenue from the sale of signage and corporate suites at venues:
 - (i) where CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity (as the case requires) does not control the sale of signage and corporate suites at a venue but receives a royalty on such sales, the amount of revenue relating to cricket matches or cricket-related events will be included in ACR;
 - (ii) where CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity (as the case requires) does control the sale of signage and corporate suites at a venue, the amount of revenue relating to cricket matches or cricket-related events will be included in ACR less a 20% notional ground management fee on that amount; and
 - (iii) for the purpose of calculating the proportion of that revenue relating to cricket matches or cricket-related events at the venue, such proportion will be determined based on actual data or, if such data is not readily identifiable, based on average national television ratings (in the case of signage) and attendances at the venue (in the case of corporate suites).
- (k) Subject to paragraphs (i), (ii) and (iii) below, revenue from catering income:
 - (i) where CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity (as the case requires) does not control the provision of catering at a venue but receives a royalty on such catering, the amount of revenue from catering that relates to cricket matches or cricket-related events will be included in ACR;
 - (ii) where CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity (as the case requires) does control the provision of catering at a venue, a total of 16% of the amount of revenue from catering that relates to cricket matches or cricket-related events will be included in ACR; and
 - (iii) for the purpose of calculating the proportion of revenue from catering that relates to cricket matches or cricket-related events at the venue, such proportion will be determined based on actual data or, if such data is not readily identifiable, based on total attendances at the venue.
- (l) Net income from fund-raising activities (excluding income from joint CA/ACA fund-raising activities), including lunches (other than those dealt with under paragraph (k) above) and entertainment functions, auctions, etc that are related to cricket.
- (m) Subject to paragraph (r) below, rental income.
- (n) Subject to paragraph (r) below, net investment income, which is defined as:
 - (i) gross interest and dividend revenues, excluding earnings of the Australian Cricketers' Retirement Account (but including interest amounts posted to the PPP Adjustment Ledger);

- (ii) plus/less net changes in the fair value of investments (excluding bank bills and the like which will be recognised at cost), regardless of whether the change is recognised in an equity reserve or in the income statement. For the purpose of determining the fair value of investments, the parties agree that:
 - (A) equities will be valued using the last bid price for listed securities and the redemption price for managed funds;
 - (B) the difference in the fair value of investment properties from the last recognised carried value of the investments, from 30 June 2022 will be determined by an agreed independent valuer;
 - (C) where net movements in the net carrying value of investments are brought to account these should also be included in the calculation of ACR in the relevant Contract Year;
 - (D) where a loss is realised or brought to account, this loss may be offset against other investment income in the relevant Contract Year; and
 - (E) where reductions in the fair value of investments exceed increases in the fair value of investments, the balance cannot be applied against other categories of income for ACR in the relevant year, but may be carried forward and offset against investment income in future years during the Term.
- (iii) plus profits/less losses from disposal of investments, however to the extent that the profit/loss reflects net changes in fair value already recognised for ACR purposes, this shall be excluded. To the extent that CA recognises unrealised gains/losses resulting from foreign exchange contracts designed to hedge overseas currency inflows, any gains/losses shall be excluded from ACR. For the avoidance of doubt, the net cash inflow from such revenue streams should be recognised. For the purpose of this paragraph (iii), the parties agree that where a loss is realised or brought to account, that loss may be offset against other investment income in the relevant Contract Year or carried forward and offset against investment income in future Contract Years during the Term.
- (iv) less all costs of borrowings.

The ACA and CA recognise that, for the purpose of this paragraph (n):

- (v) where costs of borrowings exceed gross interest in any one State Association or W/BBL entity, the excess borrowing costs may be deducted from consolidated gross interest.
 - (vi) where the consolidated costs of borrowings exceed Interest Income in any one Contract Year, the balance may be carried forward and offset against Interest Income in subsequent Contract Years during the Term, provided, however, that the offset shall only be available to the extent that net Interest Income for the Term is greater than \$0.
 - (vii) Categorisation of investments vs. fixed assets is to be based on standard accounting principles and definitions.
- (o) Subject to paragraph (r) below, revenue received by CA or any State Association or any W/BBL entity or any T20 Spring Challenge entity (as the case may be) for any cricket travel services (including any revenues received from any official travel agency or operator authorised by CA or any State Association or any W/BBL entity or any T20

Spring Challenge entity with respect to cricket matches), excluding any agents' costs and any costs of CA or any State Association or any W/BBL entity or any T20 Spring Challenge entity in supplying any goods or services packaged as part of any such travel services, but not excluding any CA or State Association or W/BBL entity or T20 Spring Challenge entity employee staff costs.

- (p) Revenue from any gaming and betting but excluding:
 - (i) revenues received from product fee and integrity agreements. The parties agree that if revenue from same is above \$6m per Financial Year, they will engage in good faith discussions relating to whether the amount above \$6m will be included in ACR and if so, how the Players' share of it may be allocated, such as to Player payments, Player wellbeing and education programs, additional ACRA and/or the GCF; and
 - (ii) Selling Agents' Costs (and any other agents' costs reasonably agreed).
- (q) Subject to paragraph (r) below, monies actually received from any insurance payouts in connection with a claim for insurance made with respect to any income stream described in paragraphs (a) – (p) above, less any premium paid in that relevant year with respect to such insurance and less other costs paid in respect of such payouts (including any litigation or other legal or professional costs), in each case solely to the extent of the percentages of such revenues payable pursuant to Article 4.1 (a) – (p).
- (r) Where any revenues of the kind contemplated by paragraphs (m), (n) or (o) above (or any monies received from any insurance payouts as contemplated by paragraph (q) above in compensation for such revenues) are paid directly or indirectly to private investors by W/BBL entities, such revenues will be excluded from ACR, but only to the extent that those revenues:
 - (i) have been paid out to private investors; and
 - (ii) were generated from the investment of private investor funds (and not from CA or State Association assets or funds or earnings of the W/BBL entity's or T20 Spring Challenge entity's business (excluding investor proceeds)).

For example:

- (A) Private investors receive a distribution of \$490k as their share of \$1m net investment income which has been generated by the W/BBL entity or T20 Spring Challenge entity.
- (B) The \$1m net investment income was directly generated from the investment of a contribution of funds of \$300k by the private investors and \$100k by the State Association.
- (C) \$367,500 of the \$490k distribution (i.e. $\frac{3}{4}$ of the distribution) to private investors will be excluded from ACR.

4.2 Treatment of Contra

General

- (a) Subject to this Article, the value of goods and services ("**contra**") received by CA, State Associations, W/BBL entities or T20 Spring Challenge entities in full or part consideration of the activities listed in paragraphs (a)–(q) of Article 4.1 will be taken into account for the purpose of calculating ACR but only to the extent the value of goods or services received (as prescribed in the relevant contract) exceeds \$50,000 per annum.

Travel Contra

- (b) All contra measured in flights and upgrades in respect of domestic or international travel provided to CA or State Associations or W/BBL entities or T20 Spring Challenge entities during the Term and utilised solely for the benefit of players, their wives/partners, dependent children or Eligible Companions is to be excluded from the calculation of ACR.

Motor Vehicles and Apparel Contra

- (c) The following forms of contra will be excluded from ACR:
 - (i) the value of motor vehicles supplied to CA, State Associations, W/BBL and T20 Spring Challenge Teams, provided those motor vehicles are used for game development activities; and
 - (ii) apparel supplied to players and support staff in CA, State Association, W/BBL or T20 Spring Challenge Team cricket or team-related operations.

Media Rights Contra

- (d) For the purposes of paragraph (a) above, the value of contra included in cricket media rights agreements as referred to in Article 4.1(b) entered into by CA with the relevant television networks will be valued and included in ACR as follows:
 - (i) Eighty two point five percent (82.5%) of a fair market valuation of that contra up to \$14,000,000 per year; and
 - (ii) One Hundred percent (100%) of a fair market valuation of that contra above \$14,000,000 per year,determined by an agreed independent third party agency (as a one off assessment per contract) that is based on the equivalent market rates for the spots provided in that contract using CA cash rates as the basis of valuation. The cost of the independent third party agency will be an allowable ACR deduction.

4.3 Treatment of GST and Other Taxes

All amounts referred to in Articles 4.1 and 4.2 are expressed on a GST exclusive basis, that is, net of any applicable GST and other taxes or government charges that may be payable (e.g. overseas withholding taxes).

4.4 New Ventures

- (a) CA and the ACA may agree in writing that an agreed percentage of revenue received or receivable in connection with a new venture or new business model (e.g. host broadcasting, world feed, new types of CA Licensed Products, agreed documentaries) ("**New Ventures**") may be excluded from the calculation of ACR under this Article 4 or from Licensed Products under Article 15 for an agreed period.
- (b) CA and the ACA may also agree in writing to a different model for the sharing of revenue received or receivable in connection with New Ventures, which may, for example, allow for minimum guarantees or cost deductions.
- (c) The parties agree that, where it is in the reasonable interests of both parties, pursuing New Ventures under this Article 4.4 may, amongst other things, encourage New Ventures that enhance fan engagement, generate revenue growth or make them more commercially viable.

- (d) The parties agree to hold any discussions pursuant to paragraphs (a) or (b) and share necessary information in a proactive, prompt and expeditious manner to seek to ensure reasonable commercial timeframes are met.

4.5 Other Exclusions from Calculation of ACR

The following categories of revenue are excluded from the calculation of ACR pursuant to Articles 4.1 and 4.2:

- (a) government grants relating strictly to activities for junior development, facilities/ground development, publishing, administration, event promotion, coaching, umpiring, career and welfare (and only to the extent that the grant funds are applied in relation to those activities);
- (b) income from the sale of fixed assets;
- (c) income from insurance claims not otherwise contemplated by Article 4.1(q);
- (d) the value of, and income from, bequests and donations (provided those bequests and donations are made for a specific purpose related to the affairs of Australian cricket);
- (e) the value of discounts received on goods and services purchased;
- (f) income from CA/ACA joint ventures pursuant to Article 12.6, income from New Ventures excluded pursuant to Article 4.4(a) or income from New Ventures pursuant to Article 4.4(b), as such income will be dealt with in accordance with those agreements;
- (g) income from other sources as agreed between CA and the ACA;
- (h) income from the Chairman's XI match at Lilac Hill;
- (i) any adjustment arising due to changes in applicable Financial Reporting Standards;
- (j) any amount paid or payable by the ICC to CA or players for match fees, prize money or other payments for the direct benefit of players for ICC events;
- (k) any prize money or other payments for the direct benefit of players that is received or receivable from overseas tours;
- (l) revenue from CA, State Association, W/BBL entity or T20 Spring Challenge entity merchandising and licensing activities from the products described in Article 15 and Schedule I;
- (m) revenues excluded from ACR pursuant to Article 4.1(r);
- (n) any consideration received or profit directly derived from any sales, disposal, transfer, gift or other similar dealing with any part of the land or improvements made to that land as part of the redevelopment to the WACA Ground or any net change (including but not limited to any increase) in the fair value of that land or any improvements made to that land;
- (o) [Intentionally blank – no World Cup in Australia during the Term]
- (p) revenues received by CA from any betting agency pursuant to any product fee and integrity agreement.

4.6 Accounting for Repayments

Where, in a particular Contract Year, CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity repays any revenue or returns any contra that is otherwise included in the calculation of ACR for that Contract Year by virtue of Articles 4.1 or 4.2, ACR for that

Contract Year will be adjusted by deducting the amount of the repayment or the notional amount of the returned contra (as the case requires).

4.7 W/BBL Team, T20 Spring Challenge Team or other Private Equity Sale Proceeds

- (a) Without in any way limiting this Article 4, CA and the ACA acknowledge that they may at the relevant time disagree as to whether any revenue or contra which is received or receivable by CA or any State Association, W/BBL Team or T20 Spring Challenge Team in consideration for the issue of any equity (or similar interest, such as convertible debt) to any third party in respect of any W/BBL or T20 Spring Challenge team or special purpose vehicle holding commercial rights held by CA or a State Association ("**Sale Proceeds**") is included within the calculation of ACR.
- (b) Notwithstanding paragraph (a) above, CA and the ACA acknowledge and agree that, should CA, a State Association, a W/BBL Team or a T20 Spring Challenge Team intend on entering into any arrangements during the Term which may result in the receipt by CA or any State Association, W/BBL or T20 Spring Challenge Team of any Sale Proceeds:
 - (i) CA will as soon as practicable notify the ACA of all relevant details of any such arrangement, including the value of the consideration to be received and the equity interest or other relevant rights to be granted to the third party; and
 - (ii) CA and the ACA will meet to negotiate in good faith any amendments to this Agreement which may be agreeable or desirable to account for such arrangements.

4.8 TCR

The parties agree that they will:

- (a) when negotiating in good faith regarding the potential renewal of this Agreement pursuant to Article 25.5, consider whether an agreed "total cricket revenue" ("**TCR**") model is appropriate to replace the current ACR model in this Article 4 for that further agreement, with:
 - (i) revenue actually received or receivable by CA or a State Association or, if any, a W/BBL entity or T20 Spring Challenge entity, less agreed deductions, being considered TCR; and
 - (ii) an agreed percentage of TCR that will go into the Player Payments Pool and Performance Pool; and
- (b) meet annually to discuss how the forecast and actual ACR may have differed from a TCR model for the Term and the reasons for those differences (but noting that CA and ACA have not agreed as to what constitutes TCR).

In this Article 4:

"Selling Agents' Costs" means the fees, retainers, commissions, payments for additional time and/or disbursements such as travel and accommodation (but for the avoidance of doubt, do not include any production or delivery costs unless otherwise agreed as a New Ventures) paid by CA to third parties acting as an agent of CA in relation to the sale of the relevant rights, products or subscriptions.

"Signage Agents' Costs" means the fees, retainers, commissions, payments for additional time and/or disbursements such as travel and accommodation (but for the avoidance of doubt, do not include any production or delivery costs unless otherwise agreed as a New Ventures) paid by CA to

third parties acting as an agent of CA to sell signage or procure signage inventory as required under sponsorship or media rights agreement.

Article 5 Funding and Allocation of the PPP and Performance Pool and Revenue Sharing

5.1 Player Payments, Revenue Sharing and Other Allocations

- (a) This Article provides for the allocation of the agreed share of ACR to:
 - (i) the Player Payments Pool to fund the various pools of funding listed in Article 5.4 below for the various purposes set out herein; and
 - (ii) the Australian Team Performance Pool ("**Performance Pool**") for the purposes set out in Article 8.
- (b) The rights of an individual Player are governed by their Playing Contracts (set out in Article 2).
- (c) In general terms (but except as otherwise set out in this Article 5) CA and the ACA agree that player payments and the revenue sharing principles underpinning this Agreement are that:
 - (i) The ACR Estimate for the Term is \$2,292m (the "**Term ACR Estimate**").
 - (ii) The amount of \$630.3m is a 27.5% share of the Term ACR Estimate and will be allocated to the Player Payments Pool. An additional:
 - (A) \$4m ("**Top Up**") will be allocated to the Player Payments Pool pursuant to Article 5.2(b)(iii) and (vi) below; and
 - (B) a one-off \$2.5m contribution from CA for the establishment of the T20 Spring Challenge will be allocated to the Player Payments Pool ("**T20 Spring Challenge Top Up**"),to bring the total allocation to the Player Payment Pool for the Term to \$636.8m.
 - (iii) The amount of \$57.3m is a 2.5% share of the Term ACR Estimate and will be allocated to the Performance Pool.
 - (iv) Notwithstanding these principles, however, CA and the ACA acknowledge and agree that:
 - (A) actual ACR for the Term will not be known until after the Term; and
 - (B) accordingly, CA's allocation to the:
 - (1) Player Payments Pool will initially be based upon the Term ACR Estimate, subject to any revisions to the Player Payments Pool pursuant to Articles 5.7 and 5.8;
 - (2) Performance Pool will be \$57.3m for the Term; and
 - (3) PPP Adjustment Ledger will be based upon actual ACR.
 - (v) CA and the ACA agree, in the event actual ACR for the Term exceeds the Term ACR Estimate:
 - (A) 27.5% of any amount above the Term ACR Estimate shall be allocated to the PPP Adjustment Ledger; and

- (B) as a one-off gesture of goodwill for the Players' agreement to the introduction of the T20 Spring Challenge during this MOU, an additional 1% of any amount above the Term ACR Estimate shall be allocated to the PPP Adjustment Ledger.

5.2 Carry-Over Monies

Ongoing Contributions from 2017-2022 MOU

- (a) The parties acknowledge that in the 2022-23 MOU, ACA and CA agreed to make an allocation of \$3m to the ACA (being \$1m on 15 October 2022 and \$1m in advance of each of FYs 24 and 25) from monies that would otherwise be paid into the GCF under the 2017-2022 MOU, in order for the ACA to continue to run the ACA's Premier Cricket Program and Game Development Program (previously funded by the Game Development Grant in Article 12.2 of the 2017-22 MOU – e.g., Masters Tours) for three years, being FYs 2023-25. The ACA agrees to consult with the GCF Committee annually to seek to co-ordinate and align these programs with the GCF's funding initiatives.

Contributions from 2022-2023 MOU

- (b) The parties acknowledge and agree that the following amounts from the 2022-23 MOU are dealt with as follows:
- (i) The Injury Account is approximately \$3m and will be carried over in accordance with Article 23 of the 2022-2023 MOU.
 - (ii) Savings from the Professional Development Program are approximately \$1,000,000 and will be carried over and reinvested into the Professional Development Program in a manner that is mutually agreed by CA and the ACA in accordance with Article 20.5(c) of the 2022-2023 MOU.
 - (iii) The domestic marketing fund is approximately \$100,000 and was intended to be carried over in accordance with Article 5.4(i)(iii) of the 2022-2023 MOU, but will instead be retained by CA and re-allocated to the Player Payments Pool to fund the Top Up.
 - (iv) Subject to Articles 5.2(b)(vi), the balance of the GCF as at 15 October 2023 (estimated to be approximately \$13.4m) ("**GCF Balance**") will be administered by the GCF Committee as set out in Article 5.13.
 - (v) Up to \$3m (subject only to the availability of unspent funds) of any unspent portion of the PPP from the 2022-23 MOU (approximately \$1.47m) will be allocated to the GCF and added to the GCF Balance ("**Additional GCF Contribution**") on 15 October 2023, to be administered by the GCF Committee as set out in Article 5.13.
 - (vi) \$3.9m of the GCF Balance may be retained by CA and allocated to the Player Payments Pool to fund the Top Up.
 - (vii) The anticipated balance of the Player WT20 Proceeds Share of approximately \$11m will be paid to the ACA's ACA Past Player Program Fund on or before 31 October 2023 in accordance with Article 21.5(a) of the 2022-23 MOU, with such funds to be used in accordance with Article 21 of the 2022-23 MOU, which the parties agree survives the expiry of the 2022-23 MOU.

5.3 Allocations to Player Payments Pool and Australian Team Performance Pool

Allocation to the Player Payments Pool

- (a) CA agrees to allocate the following amounts (as set out in Schedule J) for the Term to the Player Payments Pool (which is the 27.5% share of the Term ACR Estimate plus the Top Up and T20 Spring Challenge Top Up per Article 5.1(c)(ii)), in accordance with the following Table:

Allocation to Player Payments Pool	
Total for Term	\$636,800,000

- (b) For the avoidance of doubt, subject to any adjustments pursuant to this Article 5, allocations to the Player Payments Pool across the Term have been determined on a “smoothed” basis in order to achieve a steadily increasing rate of funding for players and, in some cases, other agreed allocations/programs, but are not intended by CA to establish the Player Payments Pool in the last Contract Year as the basis for calculating funding allocations or payments to players after the Term.

Allocation to the Performance Pool

- (c) CA agrees to allocate the following amounts as set out in Part J of Schedule J for the Term \$57.3m to the Performance Pool (which is 2.5% of the ACR Estimate) in accordance with the following Table:

Allocation to Performance Pool	
Total for Term	\$57.3m

to be distributed or retained in accordance with Article 8 of this Agreement.

5.4 Player Payments Pool Allocations & Funding

- (a) Subject to Articles 5.7 and 5.8:
- (i) the Player Payments Pool will be allocated in accordance with Schedule J of this Agreement;
 - (ii) as provided in Schedule J, the Player Payments Pool will be comprised of 10 pools of funding for a Contract Year that are to be allocated to fund the following:
 - (A) Extraordinary Expenditure;
 - (B) General Expenditure;
 - (C) Men’s Big Bash Payments;
 - (D) Women’s Big Bash Payments;
 - (D1) T20 Spring Challenge Payments;
 - (E) CA Male Player Payments;
 - (F) CA Female Player Payments;

- (G) State Male Payments;
- (H) State Female Payments; and
- (I) ACRA;

each in the amounts specified in Schedule J. These allocations do not create any individual entitlement for a Player to any amount allocated to the above pools. Individual entitlements of a Player are governed by their Playing Contracts with CA, State Association and/or W/BBL Teams.

- (b) General Expenditure listed in Article 5.4(a)(ii)(B) above (i.e. amounts funded by allocations from the Player Payments Pool) will be used solely for the following:
 - (i) each of the following, in the amounts set out in Part B of Schedule J for the purposes set out in the relevant Articles:
 - (ii) ACA Operations and General Contingency (Item 2);
 - (iii) Professional Development Program – Program Grants (Item 3) (also drawn from Item 1 in Part A of Schedule J dealing with Extraordinary Expenditure);
 - (iv) Injury Account (Item 5);
 - (v) Marketing Pool – International (or International Marketing Pool) (Item 1);
 - (vi) each of the following, at actual cost to CA and State Associations (including W/BBL and T20 Spring Challenge Teams) but limited to the amounts specified in Part B of Schedule J for the purposes set out in the relevant Articles:
 - (A) Professional Development Program – State Manager Grants (Item 4) (also drawn from Item 2 of Part A in Schedule J dealing with Extraordinary Expenditure);
 - (B) Medical Expense Contribution (Male and Female) (Item 6), limited to the cost per Contract Year specified in Schedule J.
 - (C) Parental Leave Policy (Item 8); and
 - (vii) health insurance for Rookie players and other players (Item 7) earning a retainer under a threshold as agreed from time to time by CA and the ACA and associated Fringe Benefits Tax (in each case in accordance with Article 23.5) at actual cost (estimated costs only for each Contract Year are set out in Schedule J).
- (c) The Men’s Big Bash Payments (Part C of Schedule J) and Women’s Big Bash Payments (Part D of Schedule J) listed in Article 5.4(a)(ii)(C) and (D) above will be used to fund remuneration for Players in relation to W/BBL Contracts during the Term. The remuneration sourced from that fund for payments to Players will be within the parameters set out in Article 10.
- (d) The T20 Spring Challenge Payments (Part D1 of Schedule J) listed in Article 5.4(a)(ii)(D1) above will be used to fund remuneration for Players in relation to T20 Spring Challenge Contracts during the Term. The remuneration sourced from that fund for payments to Players will be within the parameters set out in Article 10A.
- (e) The Cricket Australia PPP (comprising the CA Male Player Payments and CA Female Player Payments pools in Parts E and F of Schedule J) listed in Article 5.4(a)(ii)(E) and (F) above will be used to fund remuneration to Players who are or have been parties

to CA Player Contracts (as that term is defined in the General Conditions) and CA Match-Tour Contracts during the Term (excluding remuneration pursuant to W/BBL Contracts). The remuneration funded by the Cricket Australia PPP will only be paid to Players if they are within the parameters set out in Article 7. In addition, the Cricket Australia PPP will be used to fund the following amounts:

- (i) the amount (which shall be no greater than the amounts specified for a Contract Year in item 24 of Part E and item 23 of Part F of Schedule J) spent by CA pursuant to the budget for the provision of Partner/Family Benefits agreed between CA and the ACA for a Contract Year under Article 7.7(g) (including a suitable allocation for Fringe Benefits Tax);
 - (ii) in accordance with Article 19, half the costs of engaging a third party to determine the marketing value of each player pursuant to Article 19 capped at \$10,000 per annum; and
 - (iii) the “Excess Luggage Contribution” amount specified in item 23 of Part E and item 22 of Part F of Schedule J for a Contract Year, which shall be a fixed amount paid to CA in the applicable Contract Year in partial recognition of the cost to CA of luggage travel costs.
- (f) The State PPP (comprising the State Male Payments and State Female Payments pools in Parts G and H of Schedule J) will be used to remunerate Players who are or have been parties to State Player Contracts, State Match Contracts and/or Rookie Contracts (as these terms are defined in the General Conditions) during the Term (excluding remuneration pursuant to W/BBL and T20 Spring Challenge Contracts). The remuneration paid to Players will be in accordance with Article 9.
- (g) ACRA will be used as set out in Article 18.
- (h) The allocation of funding from the PPP for remuneration of eligible Players in accordance with this Article 5.4 will be used for one or more of the following purposes (and all such allocations will be deemed to have been made from the Player Payments Pool):
- (i) Retainers;
 - (ii) match and squad fees;
 - (iii) allowances (such as Captain’s and Vice Captain’s allowances);
 - (iv) prize money (and other awards and prizes) won or awarded in relation to the domestic program of matches referred to in Article 3.1;
 - (v) injury payments (as defined) made to players in accordance with clause 11 of the General Conditions;
 - (vi) rest payments for CA players;
 - (vii) superannuation and other payments required by law;
 - (viii) any Fringe Benefits Tax applicable to the above payments,
- but excluding payments referred to in paragraph 5.4(i) below.
- (i) The following payments are not funded from the Player Payments Pool:
- (i) payments made to or at the direction of players by or on behalf of CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity in connection with licensing, merchandising or promotional activities (except for

- any payments from the CA Marketing Contract Pool in accordance with Article 19);
 - (ii) payments to players by or on behalf of CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity where the income from the activity or event is excluded from ACR (e.g. CA/ACA joint ventures);
 - (iii) payments to players by or on behalf of CA or a State Association or a W/BBL entity or a T20 Spring Challenge entity on account of bona fide employment of such players (other than their employment as a player under a playing contract) (e.g. administrative work or pursuant to a NPS/or U19 Contract);
 - (iv) payments by the ACA in accordance with Article 18 and the Modernised ACRA Rules;
 - (v) payments by the ICC to players for match fees, prize money or other payments for the direct benefit of players for ICC events; and
 - (vi) payments of prize money or other payments (other than tour payments) for the direct benefit of players that are made by parties other than CA on or solely in connection with overseas tours.
- (j) On 15 July following a Contract Year, any unspent portions of the Player Payments Pool for that Contract Year and the Performance Pool will be allocated as follows:
- (i) Any unspent portion of the Performance Pool will be retained by CA;
 - (ii) Any unspent portion of the Injury Account will continue to accrue for future years to be spent in accordance with Article 23;
 - (iii) Any unspent portion of the Player Payments Pool ("**Unspent PPP**") may be allocated and paid, by agreement between CA and the ACA, to the ACA (to be added to the Account); and
 - (iv) Any other Unspent PPP other than as set out above will be allocated to the PPP Adjustment Ledger.
- (k) In the event CA, State Associations, W/BBL or T20 Spring Challenge Teams spend in excess of the amounts specified in Schedule J for a Contract Year in respect of the matters specified in Article 5, CA will consult with the ACA, and thereafter may claim the excess from:
- (i) first, from any available balance remaining in Schedule J in respect of that Contract Year or a subsequent Contract Year (if applicable), by agreement with the ACA;
 - (ii) secondly, if there is an insufficient amount in the available balance remaining in Schedule J in that Contract Year or a subsequent Contract Year (if applicable), from any available balance in the PPP Adjustment Ledger;
 - (iii) finally, if there is an insufficient amount in the PPP Adjustment Ledger, the balance will be applied to the PPP Adjustment Ledger creating a negative balance, which will be carried forward as a deduction under the next MOU entered into between CA and the ACA beyond the end of the Term negotiated pursuant to Article 25.5.

5.4A Funding of BBL Development Rookies

[Intentionally blank].

5.5 Notice of Material Impact Events

Where CA becomes aware of an actual or expected event which is likely to have a material impact on ACR for the Term, CA will provide notice to the ACA as soon as practicable of the event and CA's then-current estimate of its impact on ACR together with a report providing an analysis of the material causes of any material impact.

5.6 Calculation of the PPP Adjustment Ledger

(a) In accordance with the principles in Article 5.1, CA will maintain a ledger known as the **"PPP Adjustment Ledger"** which will:

(i) record the differences between:

- (A) the estimates of ACR for each Contract Year of the Term from which the existing Player Payments Pool has been determined (**"Operating ACR Estimates"**); and
- (B) actual ACR for the same Contract Year (where this has been determined) or (where actual ACR for the Contract Year has not been determined) CA's updated estimate of ACR for the same Contract Year (such updated actual or estimated amounts being the **"Updated ACR Amounts"**),

with the difference between the Operating ACR Estimate for a Contract Year and the Updated ACR Amount for the same Contract Year being the **"Contract Year Differential"**; and

(ii) record an **"Adjusted Contract Year Differential"** for each Contract Year, which will be determined by multiplying the Contract Year Differential for the same Contract Year by 28.5% (in accordance with Article 5.1(c)(v)) in the case of the PPP Adjustment Ledger.

The Operating ACR Estimates from which the Player Payments Pool allocations provided pursuant to Article 5.3(a) are:

Contract Year	ACR Estimate
2023-24	\$412m
2024-25	\$452m
2025-26	\$550m
2026-27	\$445m
2027-28	\$433m
Total for Term	\$2,292m

(b) For the purposes of paragraph (a)(i) above, the Contract Year Differentials will be calculated by subtracting the Operating ACR Estimate for a Contract Year from the Updated ACR Amount for same Contract Year. Accordingly, where the Updated ACR Estimate for a Contract Year is greater than the Operating ACR Estimate for the same Contract Year, the applicable Contract Year Differential will be a positive value.

Similarly, where the Updated ACR Estimate for a Contract Year is less than the Operating ACR Estimate for the same Contract Year, the applicable Contract Year Differential will be a negative value.

- (c) Effective 30 June 2028, the final balance of the PPP Adjustment Ledger will be determined. If:
 - (i) this balance is a positive value, this additional amount in the PPP Adjustment Ledger is additional funding and will be allocated in accordance with Article 5.10.
 - (ii) subject to revisions in accordance with Article 5.7, this balance is a negative value the balance may be carried forward as a deduction from the Player Payments Pool under the next MOU entered into between CA and the ACA negotiated pursuant to Article 25.5, in such a manner as agreed between the parties.
- (d) At the conclusion of each Contract Year of the Term the PPP Adjustment Ledger will be calculated in accordance with Article 5.6(a).

5.7 Update of ACR Estimates and Revisions to Player Payments Pool and Performance Pool

- (a) On or before:
 - (i) the last business day in April in each Contract Year during the Term, CA will provide the ACA with an up-to-date ACR estimate for the remainder of the Term ("**Updated Term ACR Estimate**"); and
 - (ii) notwithstanding (i) above, the last Business Day in September following the end of the Term, CA will provide the ACA with an Updated Term ACR Estimate for the final Contract Year of the Term,

in each case, together with a report ("**ACR Report**") providing analysis of the material causes of any material deviation from any ACR estimate previously provided.
- (b) Following the ACA's receipt of an Updated Term ACR Estimate and ACR Report pursuant to Article 5.7(a), CA and the ACA will discuss any required amendments to the Player Payments Pool and/or Performance Pool in light of the Updated Term ACR Estimate. For the purpose of such discussions but, for the avoidance of doubt, at any time during the Term, the parties agree that the following applies:
 - (i) If an Updated Term ACR Estimate is more than the ACR Estimate previously provided, it will form part of the PPP Adjustment Ledger as calculated under Article 5.6(a).
 - (ii) If an Updated Term ACR Estimate is less than the ACR Estimate previously provided, CA may, subject to paragraph (c) below and the Deduction Limit, revise the Player Payments Pool and/or Performance Pool downwards for the remainder of the Term.
 - (iii) Any decrease to the Player Payments Pool and/or Performance Pool will be applied in the following order:
 - (A) firstly, from the PPP Adjustment Ledger to the extent there are available funds in the PPP Adjustment Ledger;
 - (B) secondly, from the Player Payments Pool and/or Performance Pool if there are insufficient funds in the PPP Adjustment Ledger, provided

that any revisions to the remaining Player Payments Pool will, so far as is practicable, maintain substantially the same proportionate allocation from each of the pools in the PPP including CA Marketing Pool, W/BBL PPP, T20 Spring Challenge PPP and Cricket Australia PPP etc in the remaining Contract Years as provided in Schedule J in respect of those Contract Years; and

- (C) thirdly, to the extent that any further reductions are unable to be made from the Player Payments Pool and/or Performance Pool under (B) above, such further reductions will be applied to the PPP Adjustment Ledger, which may result in a negative balance.
- (iv) Any decrease to the PPP Adjustment Ledger, Player Payments Pool and/or Performance Pool will not exceed the applicable Deduction Limit (except to the extent such reductions occur pursuant to Article 5.8) and may only be made to the extent of the downward revision of ACR for the Term multiplied by 27.5%.
- (c) Notwithstanding paragraph (b) above, in the event CA notifies the ACA of the need to decrease the Player Payments Pool and/or Performance Pool following the provision of an Updated Term ACR Estimate and ACR Report, and that notice:
 - (i) only occurs after commencement of a Contract Year; and
 - (ii) requests a reduction in the Player Payments and/or Performance Pool for that Contract Year (as opposed to later Contract Year during the Term),

then no such reduction shall be made other than as agreed in Article 5.7(d) below unless both CA and the ACA agree to such reduction.
- (d) For the purposes of (c) above, for the final Contract Year of the Term only the parties agree that, following CA's notification to the ACA at any time up to 15 October of the final Contract Year of the Term of the need to decrease the Player Payments Pool and/or Performance Pool following the provision of an Updated Term ACR Estimate and ACR Report, CA may make reductions to the total remaining Player Payments Pool and/or remaining Performance Pool, provided that:
 - (i) any such reductions will not exceed the applicable Deduction Limit (excluding, for the avoidance of doubt, any reductions in accordance with Article 5.8);
 - (ii) may only be made to the extent of the downward revision of ACR for the Term multiplied by 27.5% (i.e., deduct 27.5% of the downward revision of the estimate of ACR for the Term); and
 - (iii) such reductions will be applied in the following order:
 - (A) firstly, to the PPP Adjustment Ledger to the extent there are available funds in the PPP Adjustment Ledger;
 - (B) secondly, to the Player Payments Pool and/or Performance Pool if there are insufficient funds in the PPP Adjustment Ledger ("**Further Required Reductions**"), provided that the reductions cannot come from pools/item amounts which have already been spent, incurred (including legally committed) or retained at that time or amounts

which would otherwise be retained by CA Article 5.4(j)(i), in the following order:

- (1) any Unspent PPP that has not been allocated to the PPP Adjustment Ledger;
 - (2) any “contingency” items within the Player Payments Pool (Part E Item 22, Part F Item 21 Part G Item 21 Part H Item 20);
 - (3) 50% (or more if agreed between CA and the ACA) of the remaining Further Required Reductions from each of the then remaining:
 - (a) Performance Pool applied in a way that has the effect of reducing the amounts paid in performance bonuses under Article 8 equal to the amount of remaining Further Required Reductions under this clause (and not reducing the amounts that would otherwise be retained by CA under Articles 8 and 5.4(j)(i)); and
 - (b) Player Payments Pool, seeking to:
 - so far as is practicable, retain Player retainers and related superannuation payments; and
 - subject to the above, make a pro-rata reduction to each of the other pools/items in Schedule J that maintains substantially the same proportionate allocation to each; and
- (C) thirdly, to the extent that all of the Further Required Reductions are unable to be made from the Player Payments Pool and/or Performance Pool in accordance with sub-clauses (B) above, the balance of the Further Required Reductions will be applied to the PPP Adjustment Ledger, which may result in a negative balance.
- (e) For the avoidance of doubt, notwithstanding the above, revisions to the Player Payments Pool can occur due to Force Majeure Events in accordance with Article 5.8.

5.8 Force Majeure Events

- (a) Where CA has reasonable cause to believe at any time during the Term that the Term ACR Estimate for the Term will not be achieved as a result of a Force Majeure Event, taking into account both lost and additional revenue (after application of insurance proceeds less any deductible payable) not previously included in ACR projections (the “**Negative Force Majeure Impact**”) CA may, following written notice to the ACA, make revisions to the total remaining Player Payments Pool and/or Performance Pool without limit, provided that such revisions:
- (i) must first be applied from the PPP Adjustment Ledger to the extent that there are available funds;
 - (ii) may then be applied from the Player Payments Pool and/or the Performance Pool in accordance with Article 5.7(d)(iii) (seeking to, so far as is practicable, retain funding for player payments and retainers);

- (iii) may then be applied to the PPP Adjustment Ledger, which may result in a negative balance;
- (iv) may only be made to the extent of the Negative Force Majeure Impact, multiplied by 27.5% percent (i.e., deduct 27.5% of the Negative Force Majeure Impact from the Player Payments Pool, Performance Pool and/or PPP Adjustment Ledger accordingly); and
- (v) will, so far as practicable, maintain substantially the same proportionate allocation to each of the pools in Schedule J including the CA Marketing Pool, W/BBL PPP, T20 Spring Challenge PPP and Cricket Australia PPP in the remaining Contract Years as provided in Schedule J in respect of those Contract Years.

5.9 Early Draw Down

- (a) If, on or from 1 July 2026 (or earlier as agreed between CA and the ACA at the time) ("**Early Draw Down Date**"), the PPP Adjustment Ledger is equal to or greater than:
 - (i) \$3.9m (less any Additional GCF Contribution under 5.2(b)(v)) ("**Priority GCF Amount**"), which is approximately \$2.43m, CA and ACA agree to the distribution and payment to the GCF by CA of 100% of the Priority GCF Amount; and/or
 - (ii) \$30 million (less any earlier distribution and payment of the Priority GCF Amount or such other agreed amount), CA and ACA agree to the distribution and payment by CA of 50% (or such higher percentage as agreed between CA and the ACA at the time) of the PPP Adjustment Ledger;

in accordance with Article 5.10 ("**Early Draw Down**") by no later than 15 October in the relevant Contract Year (or as otherwise agreed).

- (b) Prior to the Early Draw Down taking place in accordance with Article 5.9(a), CA and the ACA will seek to agree to administrative measures to give effect to the Early Draw Down ("**Early Draw Down Administrative Schedule**").
- (c) The Early Draw Down of scheduled amounts under this Agreement is subject to further Updated Term ACR Estimates provided by CA during the Term. If after the Early Draw Down Date CA provides an Updated Term ACR Estimates which reduces the forecast PPP Adjustment Ledger there will be a pro-rata reduction made across the Term to the PPP Adjustment Ledger and each item of the Early Draw Down (and any Early Draw Down Administrative Schedule) that has not been distributed.
- (d) In addition to the above CA may request changes to timing of Early Draw Down payments which are required due to a reduction in forecast available cash flow for the remainder of the Term. In the event of such request, CA and the ACA will meet and discuss the request in good faith.

5.10 Application of PPP Adjustment Ledger Balance Following the Term

- (a) Where the final balance of the PPP Adjustment Ledger in accordance with Article 5.6 and after any revision under Article 5.7 ("**Final PPP Adjustment Ledger Balance**") is a positive value, this additional funding will be applied or allocated in accordance with the PPP Adjustment Ledger Table ("**Table**") below (unless the parties agree in writing to a different application or allocation of the Final PPP Adjustment Ledger Balance) if and when the ACR thresholds set out in the Table are achieved as follows:

- (i) the amounts set out in column 2 shall be allocated to the GCF (up to \$6m, plus the Priority GCF Amount). CA and the State Associations have committed to allocating the same amount in aggregate to grassroots cricket during the Term. The allocation of the amount in Tier Two of the Table is conditional upon and will be pro-rated with CA's and the State Association's contribution of an equal amount to grassroots cricket (up to \$6m) during the Term ("**CA/State Contribution**"). If an amount in Tier Two of the Table (or part thereof) is not allocated to the GCF by reason of CA and the State Associations not making a CA/State Contribution, that proportion of the relevant allocation that was intended for the GCF will instead be allocated in accordance with (iii) below.
- (ii) the amount set out in column 3 of the Table to be paid to the ACA to be added to the Account;
- (iii) subject to (i) and (ii) above, the amount set out in column 5 of the Table to be paid either to Adjustment Ledger Eligible Players as additional player payments, to be paid to the ACA to be added to the Account or to General Expenditure as directed by the ACA;
- (iv) where amounts are allocated to additional ACRA under (ii) and (iii) or to additional player payments under (iii) above, these amounts shall be:
 - (A) split on a 75/25 basis between male and female Players who are Adjustment Ledger Eligible Players; and
 - (B) paid to: (i) the Adjustment Ledger Eligible Player or (ii) the ACA (for the sole purpose of adding to the Account); so that each Adjustment Ledger Eligible Player will either receive an immediate additional payment or the ACA will calculate a future ACRA Benefit for each Player (subject to the Modernised ACRA Rules) equal to the proportion of that male or female Player's total Retainers from the Player Payments Pool during the Term represents as a share of the total of such Retainers made to all such male and female Players (as the case may be) from the Player Payments Pool during the Term.

PPP Adjustment Ledger Table

ACR Threshold – Column 1	GCF Contributions by Players Column 2	Cumulative GCF Contributions by Players - Column 3	Additional Payment to the Account – Column 4	Balance to additional Player Payments /additional payment to the and/or/General Expenditure – Column 5
Tier One \$2,292m - \$2,402m	The Priority GCF Amount as per Article 5.2.	Estimated to be \$1.4m, but up to a maximum of \$3.9m.	NIL	After distribution of the Priority GCF Amount (that may be prioritised and paid separately, including under an Early Draw Down), 100% for each \$1 over \$2,292m and up to \$2,402m.

Tier Two \$2,403m - \$2,513m	20% for each \$1 over \$2,403m • capped at \$6m; and • subject to CA/State Contribution as per Article 5.10 above.	The Priority GCF Amount plus up to a further \$6m under Tier Two.	50% for each \$1 over \$2,403m.	30% for each \$1 over \$2,403m (and balance above \$6m cap for GCF).
Tier Three \$2,514m and over	NIL	The Priority GCF Amount plus up to \$6m under Tier Two.	50% for each \$1 over \$2,514m.	50% for each \$1 dollar over \$2,514m.

- (b) Any payment required to be made by CA pursuant to Article 5.10 will be made by no later than 15 October immediately following the end of the Term.
- (c) Where the final balance of the PPP Adjustment Ledger in accordance with this Article 5 is a negative value, this balance will be carried forward as a deduction from the Player Payments Pool on a basis to be agreed beyond the end of the Term.

5.11 Audit of Actual ACR and Player Payments

- (a) Actual ACR and payments falling within the Player Payments Pool or Performance Pool in accordance with this Article 5 (and Article 15 re Licensed Products) will be determined annually by CA and confirmed by CA's auditor based on the annual audited accounts of CA and each of the State Associations.
- (b) For the purpose of conducting its own review, the ACA may appoint its own auditor (which shall be an accounting firm of good repute). A reasonable number of employees and/or partners of the ACA's auditor (as agreed between CA and the ACA, such agreement not to be unreasonably withheld) shall have full access to source documents relied (or that ought reasonably to have been relied) on by CA's auditor provided that no such employee or partner shall have access to such source documents unless he or she has first undertaken in writing to CA and the State Associations not to disclose any such information to any other person, including the ACA, its officers and members, subject only to paragraphs 5.10(d) and (e) below.
- (c) If the ACA's auditors are not satisfied that the requirement to provide source documents under paragraph (b) has been complied with, or if there are further specific documents that the ACA's auditors believe would assist them to complete their review under paragraph (b), the ACA may request in writing that CA provide such further documents to its auditors and following receipt of such a request, the parties agree to discuss the ACA's request for further information. Any provision of further documents to the ACA's auditors by CA under this paragraph (c) will be subject to the terms of paragraph (b).
- (d) The ACA may raise any disagreement regarding the calculation of actual ACR and total payment to players under paragraph (a) above (a "**Dispute**") by way of written notice to CA (a "**Dispute Notice**") detailing the items or matters in dispute and providing CA with a proposed outcome or resolution of the dispute. In the event a Dispute Notice

is issued by the ACA, the ACA and CA will meet in good faith for a period of thirty (30) days from the date of the Dispute Notice and use their reasonable endeavors to resolve the Dispute. CA, the ACA's Chief Executive Officer, the ACA's Chief Financial Officer, the ACA's Legal Counsel, the ACA's external legal advisers and the ACA's auditor will have full access to all source documents relied (or that ought reasonably to have been relied) on by CA's auditor for the purposes of resolving the Dispute, provided that no individual may have access unless he or she has first delivered to CA a written undertaking to CA and the State Associations to keep such information entirely secret and confidential and not to disclose any such information to any other person, including any officer or member of the ACA other than the persons who have provided the written undertaking (the "**Confidentiality Agreement**").

- (e) In the event there is no resolution of the Dispute within thirty (30) days of the date of the Dispute Notice, the Dispute will be submitted to an expert in accordance with, and subject to, The Resolution Institute (ACN: 008 651 232) Expert Determination Rules, which expert may have full access to source documents relied upon by CA's auditor and the ACA's auditor provided he or she first undertakes in writing to CA and the State Associations to use any such documents and information on a confidential basis and only for the purpose of considering and determining the Dispute, and not to disclose any such information to any other person, including any officer or member of the ACA other than the persons providing the Confidentiality Agreement.
- (f) In the event there is a Dispute between CA and the ACA regarding the calculation of actual ACR and total payments to players pursuant to paragraph (c) above, the ACA is permitted to disclose to the ACA's Board a list of the broad areas of ACR in respect of which there is disagreement or where exceptions and/or qualifications have been raised by the ACA's auditor, provided the ACA first delivers to CA a fully executed Confidentiality Agreement. Nothing in this paragraph (f) prevents CA from disclosing additional information to the ACA Board (or its representative(s)), or prevents the ACA from requesting such disclosure, if CA or the ACA believe that such disclosure may assist in resolving the Dispute.
- (g) In the spirit of transparency and for the purpose of seeking to minimize future audit and legal costs and/or disputes about the calculation of ACR, CA agrees that all contracts under which CA receives (or should receive) revenue of over \$10m per Financial Year during the Term will be provided to the ACA's auditors pursuant to paragraph (b) and CA will provide summaries to the ACA within 60 days of execution of these contracts for the limited purpose of confirming CA's compliance with this Article only, subject to provision by them to CA of a Confidentiality Agreement of the type in paragraph (d) above.

5.12 Other Financial Information

Unless already publicly available, CA agrees to provide the ACA, when the final approved audited version is available following the relevant Contract Year, financial information relating to that Contract Year, including:

- (a) Balance sheet of CA and each State Association;
- (b) Income statements (in accordance with generally accepted accounting principles) of CA and each State Association; and
- (c) actual consolidated ACR.

5.13 CA-ACA Grassroots Cricket Fund (GCF) and Joint Committee

- (a) The Joint Committee will use its reasonable endeavours to allocate or commit approximately 20% of the GCF Balance (after deduction of Priority GCF Amount referred to in Article 5.9(a)(ii)) per FY for the Term (or as otherwise agreed in writing by CA and the ACA). During the Term, the Joint Committee will discuss allocating funding to the ACA Premier Cricket Program and Game Development Program (referred to in Article 5.2(a)) for FY 2026-28 from the GCF Balance.
- (b) The specific allocation of funds from the GCF to be spent in a FY for the benefit of grassroots cricket will be decided at the commencement of the FY (or as otherwise agreed) by a Joint Committee made up of two (2) representatives from each of the ACA and CA. The Committee's role will be to allocate the funds from the GCF to support CA's annual plans to assist grassroots cricket in a manner consistent with the Australian Cricket Strategy for the relevant period.
- (c) CA will consult with the ACA in relation to any future material change to the Australian Cricket Strategy for the relevant period that may impact the areas in which funding may be invested.
- (d) ACA Members (past and present Players), will have the opportunity to apply for any roles that are funded by the GCF, noting that the appointments will be made on merit.
- (e) The Players' contribution to the GCF will be recognised or acknowledged in an appropriate way at the point of use/delivery of the funds as agreed by the Committee.
- (f) CA will continue to manage and administer grassroots cricket and any project or program undertaken with use of the GCF funds or monies.
- (g) Following each financial year CA will provide details of the actual expenditure made in the previous financial year, as part of the ACR audit process.

5.14 Survival

The provisions of this Article 5, along with the parties' rights and obligations herein, will survive the termination or expiration of this Agreement.

Article 6 Player Contracts and the Contracting Process

6.1 CA Player Contracts

- (a) CA must enter into CA Player Contracts with a minimum of 20 and up to a maximum of 24 players for the CA Men's Team and a minimum of 15 and up to a maximum 18 players for the CA Women's Team for each Contract Year, some of whom may already be parties to CA Player Contracts that extend into the next Contract Year. The names of the players that CA has or intends to enter into CA Player Contracts with ("**Initial CA Contract List**") will be notified by CA to the ACA and the State Associations by 30 April in each previous Contract Year (or any other date agreed by CA and the ACA in January of each Contract Year).
- (b) For the avoidance of doubt:
 - (i) if a Player has:
 - (A) Guaranteed Earnings (incl Super) in any Contract Year of their CA Player Contract; or
 - (B) a Fixed Period Minimum Payment (incl Super) which applies to a Contract Year that does not also specify a Minimum Retainer specified for that Contract Year,

CA is not required to select that Player in the Initial CA Contract List in that Contract Year. If the Player is not selected in the Initial CA Contract List for that Contract Year that Player will not be (1) subject to a CA Contract for that Contract Year; nor (2) counted in the number of players that CA must enter into a CA Player Contract with pursuant to paragraph (a) above; and
 - (ii) if a Player has a Minimum Retainer in any Contract Year, CA is required to select that Player in the Initial Contract List for that Contract Year and the Player is required to enter into a CA Player Contract for that Contract Year.
- (c) In the case of a player who accepts an offer to enter into a CA Player Contract and who is, at the time, bound by a State Player Contract that extends into the next Contract Year, the parties agree that the State Player Contract will (i) automatically terminate if that State Player Contract does not extend into a Contract Year immediately following that next Contract Year or (ii) be suspended and cease to apply for so long as that player is a party to the CA Player Contract if that State Player Contract extends into a Contract Year immediately following that next Contract Year and will continue to be suspended for so long as that player is a party to the CA Player Contract, provided, however, that in all circumstances the suspended State Player Contract will terminate immediately after the final date of the term of the State Player Contract as noted in the relevant item of the Player's Schedule to the State Player Contract.
- (d) A player who enters into a CA Player Contract in the circumstances set out in paragraph (c) above will, pursuant to the CA Player Contract, continue to play for, and fulfill the Player's other obligations to, the same State Association for the term of the CA Player Contract, subject always to the player's right to transfer to another State Association in accordance with the State Player Contracting and Remuneration Rules.

6.2 State Player Contracts

- (a) In each Contract Year, each State Association must have entered into State Player Contracts with a minimum of 14 players and up to a maximum of 16 players for a State

Women's Team and a minimum of 16 and up to a maximum of 20 players for a State Men's Team for each Contract Year, excluding upgrades and players who are parties to Rookie Contracts.

- (b) For the avoidance of doubt, State Player Contracts do not apply, or relate in any way to either the W/BBL or the T20 Spring Challenge except as otherwise expressly set out in the General Conditions.
- (c) CA will prescribe rules governing the contracting of players under State Player Contracts. Those current rules are set out in the State Player Contracting and Remuneration Rules.
- (d) In the event a State Association contracts an Overseas Player as one of its State Contracted Players pursuant to the State Player Contracting and Remuneration Rules and, prior to 1 October of the first (or only) relevant cricket season, the State Association becomes aware that the Overseas Player will not be able to fulfill any of the Player's playing or other commitments to that State Association, then the State Association may agree with that Overseas Player to terminate the State Player Contract (provided there have been no payments made either under that contract or in consideration for any such termination) and the State Association shall be permitted to contract a replacement Player (local or Overseas Player) (for the remainder of that same term only), provided that the total retainer payable to the replacement Player under the State Player Contract must not be in excess of the total retainer that was payable to the original Overseas Player under the relevant State Player Contract and if any payments had been made to that Overseas Player under that contract or in consideration of such termination, those payments must be deducted from that total retainer.

6.3 W/BBL Player Season Contracts

- (a) In each Contract Year, each State Association must have entered into W/BBL Contracts with 15 WBBL players and 18 BBL players for each W/BBL team that State Association has the right to operate pursuant to a TPA, provided that if the player is an Overseas Player, the relevant form of W/BBL Contract shall be the W/BBL Overseas Player Contract.
- (b) CA will prescribe rules governing the contracting of players under W/BBL Contracts. Those current rules are set out in the W/BBL Player Contracting and Remuneration Rules.

6.4 T20 Spring Challenge Contracts

- (a) In each Contract Year, each State Association must have entered into T20 Spring Challenge Contracts with 13 T20 Spring Challenge players for each T20 Spring Challenge team that State Association has the right to operate, provided that if the player is an Overseas Player, the relevant form of T20 Spring Challenge Contract shall be the T20 Spring Challenge Overseas Player Contract.
- (b) CA will prescribe rules governing the contracting of players under T20 Spring Challenge Contracts. Those current rules are set out in the T20 Spring Challenge Player Contracting and Remuneration Rules.

6.5 CA Match/Tour Contracts

- (a) A player who is not a party to a CA Player Contract may nonetheless be selected in:
 - (i) a CA Team; or
 - (ii) a touring squad from which a CA Team is to be selected,

subject to that player entering into a CA Match/Tour Contract.

- (b) In the case of a player who enters into a CA Match/Tour Contract and who will be, at the relevant time, bound by a State Player Contract, a W/BBL Contract or T20 Spring Challenge Contract, the parties agree that the player's obligations under the Player's State Player Contract, a W/BBL Contract or a T20 Spring Challenge Contract will temporarily cease at the commencement of the term of the CA Match/Tour Contract and will resume with full force and effect at the conclusion of the CA Match/Tour Contract.
- (c) In addition to receiving the relevant match fees set out in Article 7.2, the player will be entitled to receive a lump sum of \$5,000 from CA in respect of the first CA Match/Tour Contract the Player enters into during a particular Contract Year in accordance with the State Player Contracting and Remuneration Rules.

6.6 State Match Contracts

- (a) A player who is not a party to a State Player Contract may nonetheless be selected in a State Team (excluding any team for the W/BBL) subject to that player entering into a State Match Contract.

6.7 W/BBL Replacement Player Contracts

- (a) A player who is not a party to a W/BBL Contract may nonetheless be selected in a W/BBL team subject to:
 - (i) compliance with the W/BBL Player Contracting and Remuneration Rules (including the player being eligible for selection as a replacement player pursuant to such Rules); and
 - (ii) the player entering into a W/BBL Replacement Player Contract with a State Association.

6.8 T20 Spring Challenge Replacement Player Contracts

- (a) A player who is not a party to a T20 Spring Challenge Contract may nonetheless be selected in a T20 Spring Challenge team subject to:
 - (i) compliance with the T20 Spring Challenge Contracting and Remuneration Rules (including the player being eligible for selection as a replacement player pursuant to such Rules); and
 - (ii) the player entering into a T20 Spring Challenge Replacement Player Contract with a State Association.

6.9 Rookie Contracts

- (a) In each Contract Year, each State Association must enter into Rookie Contracts with between:
 - (i) three (3) and five (5) eligible players for the State Men's Team (provided that each State Association enters into an average of no more than four (4) Rookie Contracts over the Term of the MOU); and
 - (ii) zero (0) and one (1) eligible player for the State Women's Team in the 2025/26 Contract Year and a minimum of one (1) and a maximum of two (2) eligible players for the State Women's Team in the 2026/27 and 2027/28 Contract Years (provided that each State Association enters into no more than four (4) Rookie Contracts total, with a combined total term of no more than four (4) years, between the 2025/26 and 2027/28 Contract Years).

- (b) A State Association will only be permitted to enter into five (5) male Rookie Contracts in a Contract Year if it complies with rule 12.1(b) of the State Player Contracting and Remuneration Rules.
- (c) To be eligible for a Rookie Contract, a player must be over 15 years of age (subject to the terms of rules 3.3(f) to (h) of the State Player Contracting and Remuneration Rules) and under 23 years of age as at the commencement of the Contract Year (i.e. 1 July) to which the Rookie Contract relates.
- (d) A particular Rookie Contract may only be for a period of one (1) or two (2) Contract Years but, in the case of a two (2) year Rookie Contract, the player must satisfy the under 23 years of age restriction set out in paragraph (c) above at the commencement of the second Contract Year. Nothing in this paragraph prevents an eligible player from entering into a Rookie Contract after the expiry of the Player's first Rookie Contract, even though both Contracts together run for more than two (2) Contract Years.
- (e) CA has prescribed rules governing the contracting of players under Rookie Contracts. Those current rules are set out in the State Player Contracting and Remuneration Rules.
- (f) Where, in a particular Contract Year, a player who is party to a Rookie Contract is allocated twelve (12) or more state upgrade points in accordance with the State Player Contracting and Remuneration Rules, the Player's State Association will offer the player a State Player Contract. If the player accepts that offer, the term of that State Player Contract shall expire at the end of that same Contract Year, unless the State Association and that player otherwise agree and, in such circumstances, the player's Rookie Contract will be suspended and cease to apply for the balance of that Contract Year, save as provided for in paragraph (g) below.
- (g) Paragraph (f) above has no effect on the validity of the Rookie Contract insofar as it applies to the balance of the term (if any) beyond that Contract Year. By way of clarification, this means that if the player's Rookie Contract has one (1) further Contract Year to run after the term of the Player's State Player Contract expires, the player will still be bound by the Player's Rookie Contract for that one (1) Contract Year, subject to the State Player Contracting and Remuneration Rules.

6.10 Contract Upgrades

The parties acknowledge that the State Player Contracting and Remuneration Rules prescribe rules regarding upgrades of players to State Player Contracts and CA Player Contracts. For the avoidance of doubt, the parties acknowledge that there is no upgrade system in relation to W/BBL Contracts and T20 Spring Challenge Contracts.

6.11 Other Sport Approval

The parties agree that the Other Sport Approval set out in **Schedule K** will apply for approvals by a State Association or W/BBL or T20 Spring Challenge Team under clause 10.10(d) of the General Conditions.

Article 7 CA Player Minimum Terms and Conditions

Preamble

CA and the ACA have agreed in principle to the following minimum terms and conditions for CA contracted players. These terms and conditions may be varied by agreement however both parties acknowledge that the primary reason giving rise to a variation will be a change in the Player Payments Pool from the amount noted in Article 5. Both parties acknowledge that any variation in player payments as outlined in Articles 7.1 and 7.2 and Schedule J will not give rise to a material shift in the balance between retainers and match fees.

7.1 Retainers

- (a) Subject to paragraph (c) and (d) below, the minimum retainers for CA Player Contracts for each Contract Year of the Term will be as specified in Item 5 of Part E and Item 5 of Part F of Schedule J.
- (b) Subject to paragraph (a) above, paragraph (c) and (d) below and to the terms of a Player's Contract with CA, retainer levels will be determined:
 - by virtue of the ranking each CA contracted player receives from the CA National Selection Panel in each Contract Year; and
 - taking into account any adjustments required to that retainer level by the contractual commitments CA has made to that CA Player (or other CA Players) in multi-year CA Player Contracts by reason of paragraph (d) below.
- (c) Upgraded CA players (i.e. those who are not on the Initial CA Contract List for a Contract Year but who qualify for an upgrade to a CA Player Contract during that Contract Year pursuant to the State Player Contract and Remuneration Rules) will receive the retainers pursuant to their CA Player Contracts as specified in Item 6 of Part E and Item 4 of Part F of Schedule J, less any retainer received pursuant to a State Player Contract and less any first selection bonus paid to the player for the first CA Match/Tour Contract in respect of the same Contract Year.
- (d) Notwithstanding the above, where a CA Player is offered a multi-year CA Player Contract with:
 - (i) a **"Minimum Retainer"** specified in accordance with clause 3.2(g) of the General Conditions; or
 - (ii) **"Guaranteed Earnings (incl Super)"** as specified in accordance with clause 3.2(h) of the General Conditions and Article 2.3(a); or
 - (iii) **"Fixed Period Minimum Payment (incl Super)"** specified in accordance with clause 3.2(i) of the General Conditions and Article 2.3(c),then:
 - (A) such **"Minimum Retainer"** or **"Guaranteed Earnings (incl Super)"** must not be less than the minimum retainer for CA Player Contracts for the relevant Contract Year as specified in Item 5 of Part E and Item 5 of Part F of Schedule J (as relevant); and
 - (B) the Fixed Period Minimum Payment (incl Super) must not be less than the combined minimum retainers for CA Player Contracts for

each of the relevant Contract Years in the Fixed Period as specified in Item 5 of Part E and Item 5 of Part F of Schedule J (as relevant).

7.2 Squad Fees, Tour Fees and Match Fees

- (a) Where a player is a Squad Member for a Test Match, an ODI or a T20 International match in Australia the player will receive the applicable squad fee as specified in Items 10, 11 and 12 of Part E and Items 9, 10 and 11 of Part F of Schedule J, provided, however, if the player does not play in the relevant game and during the duration of that game plays in a domestic match for which the player is otherwise entitled to a match fee set out in **Article 9**, the squad fee the player received under this Article 7.2 shall be reduced to the extent of the match fee the player receives pursuant to Article 9.
- (b) For Test Matches played overseas a 40% premium shall be applied to Test Match squad fees. For ODI's played overseas a 20% premium shall be applied to ODI squad fees. For Twenty20 International matches played overseas a 20% premium shall be applied to Twenty20 squad fees. The total number of matches on the Tour will be multiplied by the relevant squad fee to obtain the Tour fee/payment.
- (c) In addition, where a player plays (i.e. as a member of the XI only) in a CA Team in a Test Match, ODI or Twenty20 International, the player will receive a team fee as prescribed in Items 13-15 of Part E and Items 12-14 of Part F of Schedule J.
- (d) CA and ACA acknowledge that one-off fees may be agreed for stand-alone events such as the ICC World Twenty20, ICC Champions' Trophy and the ICC Cricket World Cup.
- (e) Match fees for Australia A matches will be payable to all members of the relevant squad in the amounts set out in Items 16 – 20 of Part E and Items 15-19 of Part F of Schedule J.
- (f) Where a player is not a member of the relevant CA squad for a Test Match Tour, ODI Tour or Twenty20 International Tour, but plays for a CA team in a Tour match as part of that Tour, the player will receive a match fee equivalent to the Australia A match fee for the relevant form of cricket.
- (g) Standby and replacement players for CA Teams (for any Test Match or Limited Overs International) or any Australia A team will receive a pro rata share of the relevant squad or Tour fee based on the proportion of time that the player is required to spend with the team as compared to the remainder of the team (e.g. if the Australian Test team is at a match venue for 7 days and a standby player is required to be with the team for 2 days and then released, the player will receive 2/7 of the Test Match squad fee), provided that the ACA will in good faith reasonably consider any proposal by CA during the Term for any variations to the general rule for Australia A match payments for standby and replacement players.
- (h) Players other than the designated twelfth player acting as a substitute fielder or performing other duties ordinarily performed by the twelfth player (such as running drinks) in a Test match or Limited Overs International ("**Substitute Duties**") will receive payments as follows:
 - (i) for a Test match, the player will receive a fee for each day during which the player performs Substitute Duties equal to ¼ of the Sheffield Shield match fee for CA Men's Team (see Item 11 of Part G of Schedule J) or ¼ of the Australia A four day match fee for CA Women's Team (see Item 15 of Part F of Schedule J), which cannot exceed the total Sheffield Shield match payment or Australia A four day match payment as applicable;

- (ii) for an ODI in respect of which the player performs Substitute Duties, the player will receive a fee equal to the domestic one day match fee as set out in Item 12 of Part G or Item 9 of Part H of Schedule J;
- (iii) for a Twenty20 International match in respect of which the player performs Substitute Duties, the player will receive a fee equal to 75% of the domestic one day match fee as set out in Item 12 of Part G or Item 12 of Part H of Schedule J.

7.3 Leave Periods

- (a) CA will make provision for contracted players to have leave in accordance with clause 8.10 and 8.11 of the General Conditions.
- (b) CA shall be permitted to vary the Initial Leave Period and Additional Leave Period (“**Leave Period**”) for contracted players, provided, however, that CA will give all contracted players at least thirty (30) days’ notice of any variation to the Initial Leave Period or Additional Leave Period and any such variation must be in accordance with the requirements described in paragraph (a) with respect to the length of the Initial Leave Period, the division of the Initial Leave period into no more than two (2) blocks and players’ entitlements to an Additional Leave Period (where applicable). The terms regarding the Leave Period will be set out in clause 8.10 of the General Conditions – CA Player Contract.
- (c) CA and the ACA will meet from time to time during the Term to discuss whether CA and the ACA should partially or wholly fund any emergency travel of a CA-contracted player on Tour to Australia or to the player’s home state when that player is on a Tour for CA in Australia, together with the appropriate level of match fees (to be deducted from the Player Payments Pool), for the purpose of that player attending the birth of their partners child or to arrange or attend the funeral of a deceased immediate family member or in connection with any other compassionate leave.
- (d) Two (2) weeks of the Player’s leave under this Article 7.3 shall be long service leave taken in advance for the purposes of State long service leave legislation to the extent permitted by law.
- (e) Where CA provides contracted players with leave periods in addition to those under this Article 7.3, then CA shall be entitled by way of prior written notice to the player to credit such leave periods as being in lieu of any long service entitlements of the contracted player under any law to the extent of that additional leave period. During any such additional leave period the contracted player will not be required to train for or play cricket for CA, participate in any CA/State Association-mandated educational, media or team building activities (unless otherwise agreed by the player in writing) or to perform any Player Appearances in accordance with any CA Marketing Contract.
- (f) This Article 7.3 does not apply to players engaged on a casual basis pursuant to the General Conditions.

7.4 Domestic Travel/Accommodation

- (a) Non-players
 - (i) Boxing Day/New Year Test Matches

CA agrees to arrange return domestic economy class airfares and accommodation at the Team hotel (the “**Accommodation**”) (including breakfast) for the wife, husband or partner of the player and the children (dependent and under the age of 18) of each player who is selected for the

Boxing Day Test and the New Year Test. This will be limited to one (1) return flight per person and shall be limited to the duration that the Team is required for the matches.

(ii) Australian Cricket Awards

CA agrees to arrange and pay for return economy class airfares and accommodation (including breakfast) for the wife, husband or partner of all CA-contracted players and other players who have played for the Australian Test, ODI or Twenty20 teams during the relevant voting period to attend the Australian Cricket Awards presentation each year, in each case, except as set out below, solely for the duration of time they are required to be present for the Australian Cricket Awards presentation. For the wife, husband or partner of those players playing in the nearest Limited Overs International scheduled in the same city as the Australian Cricket Awards presentation is held, this benefit will be extended to also cover the period of time solely during which the player is required by CA to be in that city solely for the purposes of that match and any period in between that match and the Australian Cricket Awards presentation.

(b) Players

(i) CA agrees to arrange return business class airfares (subject always to availability) for players selected in the Australian team for, and travelling to and from, Test Match and Limited Overs International Match venues, for (i) connecting domestic flights where the total flight time of the two or more flights is greater than three (3) hours and the stop-over between flights is less than two (2) hours and (ii) the following direct-only domestic travel routes of more than three (3) hours:

- Melbourne-Cairns;
- Melbourne-Darwin;
- Melbourne-Perth;
- Sydney-Cairns;
- Sydney-Darwin;
- Sydney-Perth;
- Brisbane-Darwin;
- Brisbane-Perth;
- Cairns-Adelaide;
- Cairns-Canberra;
- Cairns-Perth;
- Darwin-Adelaide; and
- Darwin-Perth,

provided, however, that if any of the above mentioned direct-only domestic travel routes consists of less than three (3) hours of flying time during the Term, CA will only arrange economy class airfares for such route. For the avoidance of doubt, CA will arrange return economy class airfares for all other domestic travel routes.

- (ii) Without the prior written consent of CA, which may be withheld in its absolute discretion unless otherwise agreed by CA on compassionate grounds, all members of the Team shall travel together at all times except to the extent members of the Team are arriving or returning to their home States.
- (iii) In circumstances where, pursuant to paragraph (ii) above, CA permits a member of the Team to travel without all other members of the Team for compassionate or other reasons, that member shall be responsible for any additional costs incurred in connection with such travel, provided that CA will provide that member with an estimate of such costs in advance if requested by that member.
- (iv) All changes to Team flights or other flights contemplated in paragraphs (ii) and (iii) above may only be made through CA via the CA Team Manager. Where reasonably practicable the CA Team Manager shall only be contacted for this purpose during business hours.
- (v) A player shall not be permitted to incur any additional charges for payment by CA in connection with any additional room or other accommodation requirements, including any room or suite upgrades, and shall be solely responsible for such charges. In the event a player does not pay such charges, the player agrees to reimburse CA for such charges.
- (vi) CA and the ACA agree to meet in good faith during the Term to discuss whether, on a tour by tour basis, the husband, wife or partner of the players should be permitted to travel on the Team bus, provided the CA Team Manager will consult with the relevant CA team captain.

7.5 Domestic Program Match Tickets and Transfers

- (a) CA agrees to provide the following tickets to players who are selected in CA Teams for international matches held in Australia:
 - (i) Test Matches in the player's home State – ten (10) premium reserved or Members' Reserve tickets per day;
 - (ii) Test Matches outside the player's home State – six (6) premium reserved or Members' Reserve tickets per day;
 - (iii) Limited Overs International Matches in the player's home State – ten (10) premium reserved or Members' Reserved tickets per day; and
 - (iv) Limited Overs International Matches – five (5) premium reserved or Members' Reserved tickets per day;

subject to such tickets being on sale (or otherwise available) for the relevant international matches.

CA further agrees to request State Associations to provide such tickets in undercover areas, it being agreed by the parties that failure to provide such undercover tickets will not be a breach of this Agreement. Subject to availability, the selected players may purchase additional tickets to the above matches at market rates.

- (b) In respect of international matches held in Australia, CA will use its best endeavours to ensure that it sets aside a group of up to twenty (20) undercover, premium reserved or Members' seats, which are intended for use by the players' families.
- (c) CA agrees to provide the husband, wife or partner of the player and children (dependent and under the age of 18) with a maximum of one (1) group return transfer

(by bus) from the Team hotel on each day of each Test Match and Limited Overs International Match described in Article 7.4(a).

7.6 Domestic Functions/Hospitality

- (a) CA will host Christmas Day lunch and New Year's Eve functions for each player who is selected for the Boxing Day Test and the New Year Test and for the player's husband, wife or partner and dependent children. Players' parents and other immediate family members may attend the Christmas Day lunch but this will be at the players' cost. For the avoidance of doubt, no persons other than the husband, wife and partner of the player and dependent children may attend the New Year's Eve function.
- (b) CA will invite parents of players selected to play in the Melbourne and Sydney Test Matches into the official CA hospitality area on one (1) of the first four (4) days of the Test Match (at CA's discretion, subject to availability).
- (c) The players will be responsible for ensuring that any of their relatives wishing to take advantage of the domestic functions or hospitality referred to in paragraphs (a) to (b) above, give at least five (5) Business Days notice to CA of their intention to do so. The players will be responsible for any costs incurred by CA where any of their relatives have notified CA of their intention to take advantage of domestic functions or hospitality referred to in paragraphs (a) to (b) above but have failed to attend.
- (d) In circumstances where players are required to attend CA, State Association, W/BBL or T20 Spring Challenge Team functions (i.e., Test Match dinners), those players may be required at the absolute discretion of CA or their State Association, W/BBL Team or T20 Spring Challenge Team (as the case may be) to be seated at a table with only one (1) other player or the husband, wife or partner of that player (in substitution for that one (1) other player), provided, however, that in such a case, no player shall be forced to sit at a corporate table purchased by and for the use of a corporate entity that is a direct competitor with a player's personal sponsor nominated as such in the player's CA Player Contract (in connection with a CA function) or State Player Contract (in connection with a State Association function) or W/BBL Contract (in connection with a W/BBL Team function) or T20 Spring Challenge Contract (in connection with a T20 Spring Challenge Team function). If a player elects that husband, wife or partner of the player attend any such functions, the player must give notice in writing to CA or the relevant State Association or W/BBL Team or T20 Spring Challenge Team within 48 hours after being requested by CA or the relevant State Association, W/BBL Team or T20 Spring Challenge Team to attend the function, and the cost of the attendance of the player's husband, wife or partner shall be at CA's or the State Association's, W/BBL Team's or T20 Spring Challenge Team's (as the case may be) cost.

7.7 Overseas Visitors' Periods

- (a) CA will consult with the ACA to determine a period of two (2) consecutive weeks (and relevant individual player qualification requirement (if any)) within a Contract Year where it would be practicable for the husband, wife and partner of the players and dependent children (under the age of 18) to join them on a Tour (the **"Visitors' Period"**). The Visitors' Period will be the period agreed by CA and the ACA in January of each Contract Year for both the CA Male and CA Female team.
- (b) At the discretion of the ACA and in addition to the one Visitors' Period in each Contract Year described in paragraph (a) above, there may be one further formal Visitors' Period during the Term for an overseas tour agreed by CA (such agreement, including with respect to the budget for such, not to be unreasonably withheld) (the **"Additional Visitors' Period"**), provided that all costs incurred by CA (as reasonably agreed as part

of the budget by CA and the ACA) in organising and/or servicing the Additional Visitors' Period (excluding staff salary costs) will be borne by and paid out of or reimbursed from the CA Male Player Payments and CA Female Player Payments (as relevant) in the Player Payments Pool in accordance with Article 5.4 and Parts E and F of Schedule J.

- (c) Once CA and the ACA have determined the Visitors' Period under paragraph (a) above (or any Additional Visitors Period under paragraph (b) above) and have agreed on a budget pursuant to paragraph (g) below, CA will offer each player selected for the relevant portion of the Tour which overlaps with the Visitors' Period the following:
 - (i) return premium economy class fares (if available from the player's home port) for the player's Eligible Companion and dependent children (i.e. under 18) to the overseas location where that player is touring (and if not available, a return economy class fare);
 - (ii) domestic economy class fares for the player's Eligible Companion and dependent children (i.e. under 18) during the Visitors' Period (and/or, if applicable, any Additional Visitors' Period) to any match location where that player is playing on the Tour and the player travels by air to such location;
 - (iii) accommodation (including breakfast) for the player's Eligible Companion (in a room shared with the player) and one (1) adjoining room (where available) for the player's dependent children (under the age of 18) at the overseas location, provided, however, that in circumstances where that player has four (4) or more dependent children (under the age of 18), a second adjoining room (where available) will be provided;
 - (iv) a maximum of one (1) return transfer, by group bus, car or taxi (to be determined by CA in its absolute discretion) for the player's Eligible Companion and dependent children (under the age of 18) from the airport to the Team hotel. Any additional travel shall be at the sole cost of the player; and
 - (v) CA agrees to provide all players' Eligible Companions and dependent children (under the age of 18), during the Visitors' Period (and/or, if applicable, any Additional Visitors' Period) only, with a maximum of one (1) group return transfer (by bus) from the Team hotel on each day of each Test Match and Limited Overs International Match solely during that Visitors' Period.
- (d) Where a premium economy class ticket is not available to be provided under Article 7.7(c)(i) above, CA/ACA shall advise the player as soon as reasonably practicable before the commencement of the relevant Visitors' Period (or Additional Visitors' Period).
- (e) Notwithstanding Article 7.7(c)(i) above, a player's one Eligible Companion and dependent children (i.e. under 18) shall be entitled to travel in business class for the Visitors' Period (and/or, if applicable, any Additional Visitors' Period) to the overseas location where that player is touring subject to the following:
 - (i) The player or the Player's Eligible Companion must advise CA in writing that the Eligible Companion (and, where applicable, the player's dependent children (i.e. under 18)) wish to travel (or investigate the possibility of travelling) in business class.

- (ii) CA (or its agent) will advise the Eligible Companion as to one or more suitable business class flights (taking into account issues of safety, security, price and scheduled departure times and connections) and the applicable airfares.
- (iii) The player or the player's Eligible Companion may direct CA (or its agent) in writing to book a fare nominated under Article 7.7(e)(ii) above or, alternatively, may nominate an alternative flight and/or fare (an "**Alternative Flight**"), which shall be referred to CA and the ACA for approval. CA and the ACA shall not unreasonably withhold or delay their approval to an Alternative Flight, but shall in making their assessment give due consideration to any relevant safety or security concerns, as well as the need to balance the desirability of players and/or Eligible Companions travelling together where possible with the goal of minimising the amount of any retainer reductions under Article 7.7(e)(iv)(B) below. If the Alternative Flight is approved, CA (or its agent) shall make the relevant booking. In such circumstances, CA will take no further responsibility for these flight arrangements and ancillary services (including transfers). In the event CA (or its agent) cannot book the Alternative Flight, and the Eligible Companion elects, in such circumstances, not to direct CA (or its agent) to book a flight previously advised under Article 7.7(e)(ii) above, the Eligible Companion will be entirely responsible for making his or her booking and will take sole responsibility for the Alternative Flights and, at their own cost, any ancillary services (including transfers).
- (iv) The cost of any airfares booked under this paragraph (e) will be met as follows:
 - (A) the cost of a premium economy or economy fare (whichever is available from home port) on the flight nominated by CA will be deducted from the Player Payments Pool; and
 - (B) the player agrees that the player will pay CA the balance of the cost of the airfare.
- (f) For the purpose of paragraph (a) above, a player will be deemed to have been on the Tour from the date of the players departure for a Tour in which the player has been selected until the earlier of:
 - (i) the date of the players return; and
 - (ii) the scheduled date of the Team's return,
 from that Tour.
- (g) The benefits provided to Eligible Companions and dependent children under this Article 7.7 ("**Overseas Partner/Family Benefits**") will be provided by CA in accordance with a budget (including an allocation for applicable Fringe Benefits Tax) that must be agreed annually between CA and the ACA (such agreement not to be unreasonably withheld), which will provide for the Overseas Partner/Family Benefits to be entirely funded by the Player Payments Pool, including all costs incurred by CA (as reasonably agreed as part of the budget) in organising and/or servicing the relevant Visitors' Period or Additional Visitors' Period, excluding staff salary costs but including services such as family transfers, child minding and crèche services, child car seats and other services.
- (h) Except for any costs incurred by CA without agreement from the ACA that are in excess of, or were not included in, the agreed budget (it being agreed that all material line items of the Overseas Partner/Family Benefits budget that are to be paid by the Player Payments Pool shall be agreed by the parties), CA will not be liable for any costs or

expenses relating to the Visitors' Period or Additional Visitors' Period and the cost of the Overseas Partner/Family Benefits will be met by the Player Payments Pool and all Fringe Benefits Tax payable by CA or State Associations or BBL Teams on those benefits will be reimbursed to CA or State Associations or BBL Teams from the Player Payments Pool.

- (i) CA will be solely responsible for the management of the Visitors' Period (including all contact and liaison with home ICC Member Boards, their constituent members and all other related third parties), however CA and the ACA will work together in sourcing and managing the additional services described in paragraph (k) below.
- (j) CA and the ACA will each provide one (1) nominated staff member to attend, manage and oversee each Visitors' Period and Additional Visitors' Period (if any). The cost of the ACA providing a staff member under this paragraph (j) (excluding salary) will be paid by the Player Payments Pool.
- (k) The Overseas Family Benefits will include additional services where reasonably available (such as the provision of family transfers, child minding and crèche services, child car seats and other services) that are agreed (including the budget for such) between CA and the ACA (such agreement not to be unreasonably withheld), provided the Player Payments Pool will fund all costs incurred by CA (as reasonably agreed as part of the budget) in organising or providing such services (excluding staff salary costs) in the event the ACA wishes CA to organise or provide such services.
- (l) Subject to Article 7.10, a player will be responsible for any and all costs of the players' Eligible Companion and/or dependent children staying before and/or beyond the Visitors' Period.

7.8 International Travel/Accommodation

- (a) Without the prior written consent of CA, which may be withheld in its absolute discretion unless otherwise agreed by CA on compassionate grounds, all members of the Team shall travel together at all times except to the extent members of the Team are arriving or returning to their home States.
- (b) In circumstances where, pursuant to paragraph (a) above, CA permits a member of the Team to travel without all other members of the Team for compassionate or other reasons other than to the extent such member is arriving or returning to his home State, that member shall be responsible for any additional costs incurred in connection with such travel, provided that CA will provide that member with an estimate of such costs in advance if requested by that member.
- (c) All changes to Team flights or other flights contemplated in paragraphs (a) and (b) above may only be made through CA via the CA Team Manager. Where reasonably practicable the CA Team Manager shall only be contacted for this purpose during Business Hours.
- (d) CA and the ACA agree that in circumstances where a player is selected for a Tour in Australia or is required by CA to attend a training session in Australia in accordance with this Agreement and that player, due to cricket or any other commitments or circumstances, is required to travel to Australia to participate in such match or training, the player shall be solely responsible for the costs and organisation of such travel (including return flights (the **"Australian Flights"**) and any accommodation costs incurred before or after the player reaches the city of destination where the relevant match is to be played or training session held). CA shall thereafter provide to the player an amount representing the cost that CA would have otherwise incurred

had it been required to provide a return airfare to the player from the player's residence in Australia to the city of destination where the relevant match is to be played or training session is to be held, provided, however, that the amount provided by CA shall in no circumstances exceed the actual costs incurred by the player with respect to the Australian Flights.

- (e) CA and the ACA further agree that in circumstances where a player is selected for a Tour to a location outside Australia (the **"Overseas Location"**) and that player, due to cricket or any other commitments or circumstances, is required to travel to the Overseas Location from a location other than his city of residence in Australia to participate in such match, the player shall be solely responsible for the costs and organisation of such travel (including return flights (the **"Overseas Flights"**) and any accommodation costs incurred before or after the player reaches the Overseas Location where the relevant match is to be played). CA shall thereafter provide to the player an amount representing the cost that CA would have otherwise incurred had it been required to provide a return airfare to the player from the player's residence in Australia to the Overseas Location, provided, however, that the amount provided by CA shall in no circumstances exceed the actual costs incurred by the player with respect to the Overseas Flights.
- (f) A player shall not incur any additional charges for payment by CA in connection with any additional room or other accommodation requirements, including any room or suite upgrades, and shall be solely responsible for such charges. In the event a player does not pay such charges, CA may deduct any such additional charges from the player's retainer.
- (g) In negotiating a memorandum of understanding with other members of the ICC, CA will use its best endeavours to secure a hotel suite for the CA captain (except with respect to accommodation during ICC events), free of charge. All other contracted players shall be solely responsible for the cost of room upgrades in accordance with paragraph (f) above.
- (h) The parties agree to meet in good faith during the Term to discuss whether, on a tour by tour basis, players' Eligible Companions should be permitted to travel on the Team bus or cars already allocated for player travel, it being acknowledged that the CA Team captain shall have the right to reject any agreement by the parties to allow such travel subject to prior good faith consultation with CA's Team Manager.
- (i) Subject to paragraphs (j) and (k) below, CA will, in connection with team travel (for the avoidance of doubt, whether domestic or overseas) pay the cost of all player clothing baggage, cricket equipment baggage and other reasonable personal items other than Non-Cricket Related Items (**"Permitted Baggage"**), provided it will deduct the amounts per Contract Year set out in Item 23 in Part E and 22 in Part F of Schedule J from the Cricket Australia PPP to reimburse CA for such costs.
- (j) Notwithstanding paragraph (i) above, subject to paragraph (k) below, all costs charged to CA for Permitted Baggage on any Tour (for the avoidance of doubt, whether domestic or overseas) for player luggage weighing in excess of an amount that is allocated for each player on the relevant tour, will be deducted from the Player Payments Pool to reimburse CA for such costs.
- (k) Notwithstanding paragraphs (i) and (j) above, all costs charged to CA for luggage or other items that are not Permitted Baggage, e.g., golf clubs and other non-cricket sporting equipment, surf boards, musical instruments, cooking utensils and similar

items (***“Non-Cricket Related Items”***), shall be paid by the player, but if not paid by the player shall be reimbursed by the player to CA.

- (l) In the event of an Australia A tour taking place outside Australia, all players shall fly premium economy class, if available from the home port. In the event premium economy class is not available, the players shall fly economy class, provided that CA shall advise the players of this and the cost of upgrading to business class. If a player elects to be upgraded to business class, the player shall reimburse CA the difference between (a) the cost of that business class flight as advised to the player and (b) an amount that represents the price of the economy class flight.

7.9 International Match Tickets and Transfers

- (a) CA will use reasonable endeavours (subject to availability) to provide the following tickets to players who are on an overseas CA Tour:
 - (i) Test Matches – four (4) reserved or member tickets per day; and
 - (ii) Limited Overs International Matches in which the Team participates – four (4) reserved or member tickets per day.
- (b) CA will use reasonable endeavours to obtain the best available tickets for provision to players in accordance with paragraph (a) above.
- (c) Subject to availability, the selected players may purchase additional tickets to the above matches at market rates.
- (d) Except where players’ Eligible Companion and children are otherwise provided with benefits under this Agreement, they have no separate ticket entitlements but may use tickets allocated to players, provided they comply with all relevant ticket terms and conditions.

7.10 International Hospitality/Crèche

CA will use its reasonable endeavours (on a tour by tour, venue by venue basis) to secure match day hospitality and children’s crèche for participating Eligible Companions and will, during the relevant Visitors’ Period, meet associated costs agreed by CA.

Article 8 Australian Team Performance Pool

8.1 General

The Australian Team Performance Pool ("Performance Pool") is a pool of funds allocated in respect of each Contract Year during the Term (in addition to the Player Payments Pool) for the purpose of providing bonuses in accordance with this Article 8 to players who play in (or who are, or are deemed to be, Squad Members of) Australian Teams during the Term, based on match and series wins (and, in some case, draws), ICC Official Rankings and Annual ICC Annual Rankings applicable to those teams or winning ICC Events. For the avoidance of doubt, in the event the players do not achieve the criteria required to be paid the Bonuses (or any part thereof), then except as otherwise set out in Article 8.8 or in the case of the Performance Pool Contingency, those payments will be retained by CA for use in its absolute discretion.

8.2 Total Allocations to Performance Pool

CA shall make total allocations to the Performance Pool for each Contract Year during the Term in accordance with Article 5.

8.3 Allocation of Total Performance Pool

Subject to Article 5:

- (a) the Match Win Bonuses (All Players) applicable to Tests, ODIs and Twenty20 Internationals during:
 - (i) 2023-24 Contract Year shall be as provided in Column 4 of Items 3(A) and 3(B) of Part J of Schedule J;
 - (ii) each subsequent Contract Year of the Term shall be determined pursuant to paragraph (d) below;
- (b) the Series Win Bonuses (All Players) applicable to Test, ODI and Twenty20 International series during:
 - (i) 2023-24 Contract Year shall be as provided in Column 7 of Items 3(A) and 3(B) of Part J of Schedule J;
 - (ii) each subsequent Contract Year of the Term shall be determined pursuant to paragraph (d) below;
- (c) The Match Win Bonuses (All Players) and Series Win Bonuses (All Players) applicable to Tests, ODIs and Twenty20 Internationals set out in Items 4(A) and 4(B) of Part J of Schedule J for 2024/25 have been provided as a guide only;
- (d) the Match Win Bonuses (All Players) and Series Win Bonuses (All Players) applicable pursuant to paragraphs (a)(ii) and (b)(ii) above shall be agreed by CA and the ACA in writing by 15 June in the previous Contract Year, or failing such agreement in writing, shall be determined by the CA Code of Conduct Commissioner in accordance with the following principles:
 - (i) The full amount specified in Part J of Schedule J for the relevant Contract Year must be allocated to Match Win Bonuses (All Players) for Test Matches, ODIs and Twenty20 Internationals scheduled to be played during that Contract Year.
 - (ii) The full amount specified in Part J of Schedule J for the relevant Contract Year must be allocated to Series Win Bonuses (All Players) for Test, ODI and/or Twenty20 International series scheduled to be played during that Contract Year.

- (iii) Series Win Bonuses (All Players) for series against Top 4 Ranked Teams must be twice the value of the equivalent bonuses for series against other teams;
- (iv) Series Win Bonuses (All Players) must not be allocated to series where only one match is scheduled (unless Article 8.12 applies in relation to a Multiformat Series), or for ICC Events; and
- (v) in the 2023-24 to 2027-28 Contract Years only, Series Win Bonuses (All Players) must be allocated to a Test Match played as part of a Multiformat Series.

Any determination of the CA Code of Conduct Commissioner in accordance with this Article 8 shall be final and binding.

- (e) On or from 15 May in each Contract Year (other than the first Contract Year), the ACA may request CA to provide an updated Performance Pool Schedule, and CA agrees to provide the Schedule within 14 days of such request.
- (f) ICC Official Rankings Bonuses and ICC Annual Rankings and Events Bonuses for each Contract Year during the Term shall be as provided in Items 5(A) and 5(B) and 6(A) and 6(B) respectively of Part J of Schedule J.
- (g) The Performance Pool Contingency for each Contract Year during the Term shall incorporate the applicable amount provided in Item 7 of Part J of Schedule J, together with any further amounts which are added pursuant to Article 8.

8.3A The ACA acknowledges that the matches and series played by the Australian Teams specified in Schedule F of the MOU are subject to various external factors and may be amended as set out in Article 3 and Schedule F. Should there be any amendment to the relevant cricket schedule regarding the matches or series of the Australian Teams that impact on the assumptions as set out in Columns 4 and 7 of Items 3(A) and 3(B) of Part J of Schedule J in Article 8.3(a)(i) and 8.3(b)(i) above in relation to the 2023-24 Contract Year (for instance if the opposition, number of games or series is different) then (unless the parties can otherwise agree) the CA Code of Conduct Commissioner shall be empowered (at either parties written request) to review and reset the relevant provisions of Schedule J in accordance with the principles in (c) above for the relevant Contract Year (or part thereof), so that the full amounts in Schedule J are fully allocated as against the amended cricket schedule.

8.4 Application of Match Bonuses – Winning Tests, ODIs or T20 Internationals

Where an Australian Team wins a Test Match, ODI or Twenty20 International match during the Term, CA must pay each Squad Member for that match (together with any players who are officially and formally rested from such a squad by way of a written notice of such from the EGM, National Teams of CA) an equal share of the Match Win Bonus (All Players) allocated in relation to that match pursuant to Articles 8.3 or 8.3A.

8.5 Application of Match Bonuses – Tied International Cricket Matches and Drawn Away Test Matches

Where an Australian Team;

- (a) Ties a Test match, ODI or Twenty20 International Match; or
- (b) Draws an Away Test Match against a Top 4 Ranked Team,

during the Term, CA must pay each Squad Member for that match (together with any players who are officially and formally rested from such a squad by way of a written notice of such from the EGM, National Teams of CA) half the amount which would otherwise be payable pursuant to Article 8.4 if the relevant Australian Team had won the match.

8.6 Application of Series Bonuses - Winning Test, ODI or T20 International Series

Where an Australian Team wins a Test Match series, ODI series or Twenty20 International series during the Term (excluding ICC events), CA must pay each Squad Member for that series (together with any players who are officially and formally rested from such a squad by way of a written notice of such from the EGM, National Teams of CA) a share of the Series Win Bonus (All Players) allocated in relation to that series pursuant to Article 8.3. The share of the applicable Series Win Bonus (All Players) will be divided pro rata among players on the basis of the number of matches during the series for which each player was a Squad Member (or officially and formally rested from the squad by way of a written notice of such from the EGM, National Teams of CA).

8.7 Application of Series Bonuses - Drawn Test, ODI or T20 International Series

- (a) Where an Australian Team draws a Test Match series, ODI series or Twenty20 International series against a Top 4 Ranked Team during the Term, CA must pay each of the Squad Members for the series, together with any players who are officially and formally rested from such a squad, by way of a written notice of such from the EGM, National Teams of CA half the amount which would otherwise be payable pursuant to Article 8.6 if the relevant Australian Team had won the series.
- (b) No series bonuses are payable in respect of drawn series against opponents that are not Top 4 Ranked Teams or ICC Events.

8.8 Application of Match and Series Bonuses – Cancelled or Abandoned Matches or Series

- (a) Where a Match Win Bonus (All Players) is allocated for a match and the match is cancelled or abandoned or otherwise does not proceed (except where a match is part of an ICC Event and the match does not proceed because of a failure of the applicable Australian Team to qualify for the relevant stage of the ICC Event, in which case the Match Bonus will be retained by CA for use in its absolute discretion), the applicable Match Win Bonus (All Players) shall be added to the Performance Pool contingency for the relevant Contract Year.
- (b) Where a series is wholly cancelled or abandoned or otherwise does not proceed (other than where the series is postponed or rescheduled), the applicable Series Win Bonus (All Players) shall be added to the Performance Pool contingency for the relevant Contract Year.
- (c) Where the final result of a series is equal and the last match (or matches) of the series was (or were) cancelled or abandoned or otherwise does (or do) not proceed (other than where the series is postponed or rescheduled) and the series is against:
 - (i) a Top 4 Ranked Team, the members of the CA squad for that series (together with any players who are officially and formally rested from such a squad by way of a written notice of such from the EGM, National Teams of CA) shall receive payment of a share of the applicable Series Win Bonus (All Players) and the balance of the applicable Series Win Bonus (All Players) shall be added to the Performance Pool contingency for the relevant Contract Year;
 - (ii) a team which is not a Top 4 Ranked Team, the applicable Series Win Bonus (All Players) shall be added to the Performance Pool contingency for the relevant Contract Year.

8.9 Application of Match and Series Bonuses – Other Circumstances

- (a) Match Win Bonuses (All Players) and Series Win Bonuses (All Players) allocated pursuant to Articles 8.3 and 8.3A but not payable to players or required to be added

to the Performance Pool Contingency pursuant to Articles 8.4 to 8.8 above will be retained by CA for use in its absolute discretion.

- (b) For the avoidance of doubt, Match Win Bonuses (All Players) and Series Win Bonuses (All Players) are not payable to Squad Members of the Australian Teams in other circumstances other than set out above (unless otherwise provided in this Agreement).

8.10 Application of ICC Official Rankings Bonuses

- (a) Subject to Article 5 and paragraph (b) below, where CA finishes first or second in ICC Official Rankings in Test, One Day International or Twenty20 International cricket as at the Annual Rankings Date in a Contract Year, CA must pay the ICC Official Rankings Bonus corresponding to the applicable first or second finishing position, Contract Year and form of cricket (in the amount set out in Items 5(A) and 6(A) of Part J of Schedule J) to all players who have been Squad Members in the relevant form of cricket during the applicable Rankings Period. This amount:
 - (i) shall be divided pro rata among the Squad Members in accordance with the proportion of matches for which the player has been a Squad Member during the Rankings Period in that form of cricket; and
 - (ii) shall be paid on 15 June prior to the end of the relevant Contract Year.
- (b) For the purposes of this Article 8.10, players who have been officially and formally rested from a CA squad by way of a written notice of such from the EGM, National Teams of CA shall be deemed to have been Squad Members.

8.11 Application of ICC Annual Rankings and Events Bonuses

- (a) The ICC Annual Rankings as at each Annual Rankings date during the Term shall be determined by a third party agreed by the parties ("**Agreed Third Party**"), or in the absence of such agreement, by the CA Code of Conduct Commissioner. CA and the ACA agree to use all reasonable steps to ensure that such determination is made by the Agreed Third Party or the CA Code of Conduct Commissioner on or before 31 May in each Contract Year. Any determination of ICC Annual Rankings pursuant to this Article 8.11(a) shall be final and binding.
- (b) Subject to Article 5 and paragraph (c) below, where CA finishes first or second in ICC Annual Rankings in Test, One Day International or Twenty20 International cricket as at the Annual Rankings Date in a Contract Year or wins any ICC Event during a Rankings Period, CA must pay the ICC Annual Rankings and Events Bonus(es) to players by 15 June prior to the end of the relevant Contract Year, in the amounts and distributed among players as follows:
 - (i) Where CA finishes first or second in ICC Annual Rankings but does not win an ICC Event in the same form of cricket during the relevant Rankings Period (i.e. the Rankings Period during which the ICC Event took place), the amount(s) shall be as provided in Items 5(B) and 6(B) of Part J of Schedule J corresponding to the applicable finishing position(s) (i.e., first or second), Contract Year and form(s) of cricket, which shall be distributed pro rata among the players who were Squad Members in the relevant applicable form(s) of cricket during the applicable Rankings Period in accordance with the proportion of matches for which the player was a Squad Member during the Rankings Period in that form of cricket.
 - (ii) Where CA wins any ICC Event(s):

- (A) but does not finish first or second in ICC Annual Rankings for the relevant Rankings Period in the same form of cricket, the amount(s) shall be the same as would have been payable if CA had finished first in ICC Annual Rankings for the relevant Rankings Period and form of cricket, but shall be distributed pro rata among the players who were Squad Members during the applicable ICC Event in accordance with the proportion of matches for which the player was a Squad Member during that ICC Event;
- (B) and finishes first or second in ICC Annual Rankings for the relevant Rankings Period in the same form(s) of cricket, the amount shall be the same as would have been payable pursuant paragraph (b)(ii)(A) above (if CA had not finished first or second in the relevant ICC Annual Rankings), but shall be distributed as follows:
 - (1) Where CA finished first in the applicable ICC Annual Rankings, 50% of this amount shall be distributed pro rata among players in the manner provided pursuant to paragraph (b)(i) above (i.e. among Squad Members in relation to the Rankings Period as a whole) and the other 50% of this amount shall be distributed pro rata among players in the manner provided pursuant to paragraph (b)(ii)(A) above (i.e. among Squad Members in relation to the relevant ICC Event).
 - (2) Where CA finished second in the applicable ICC Annual Rankings, 25% of this amount shall be distributed pro rata among players in the manner provided pursuant to paragraph (b)(i) above (i.e. among Squad Members in relation to the Rankings Period as a whole) and the other 75% of this amount shall be distributed pro rata among players in the manner provided pursuant to paragraph (b)(ii)(A) above (i.e. among Squad Member in relation to the relevant ICC Event).
- (c) For the purposes of this Article 8.11, players who are officially and formally rested from a CA squad by way of an official notice of such from CA shall be deemed to have been Squad Members.

8.12 Multiformat Series

- (a) Article 8.12 applies for the 2023-24 to 2027-28 Contract Years only as a pilot.
- (b) Notwithstanding the above, but subject to Article 8.12(a), CA and the ACA agree that, in relation to a Multiformat Series:
 - (i) the Series Win Bonuses (All Players) allocated in Column 7 of Items 3(B) and 4(B) of Part J of Schedule J to the Test, ODI and Twenty20 International series held during each Multiformat Series will be combined to create a Series Win Bonus (All Players) - Multiformat Series (as set out in Column 8 of Items 3(B) and 4(b) of Part J of Schedule J) applicable to each Multiformat Series; and
 - (ii) there will be no separate Series Bonuses applicable to the Test, ODI and Twenty20 International series within the Multiformat Series pursuant to Articles 8.6, 8.7 or 8.8.

- (c) Each Test Match, ODI and Twenty20 International held during a Multiformat Series will be allocated points on the following basis:
 - (i) 4 points for a Test Match win (2 points each for a draw or tie);
 - (ii) 2 points for a ODI win (1 point each for a draw or tie); and
 - (iii) 2 points for a Twenty20 International win (1 point each for a draw or tie).
- (d) At the end of the Multiformat Series, the team with the most points will be deemed to have won the Multiformat Series.
- (e) Where all or part of the Series Win Bonus (All Players) - Multiformat Series is payable to players in accordance with Articles 8.6, 8.7 or 8.8, the relevant share of the applicable Series Win Bonus (All Players) - Multiformat Series that is payable will be divided pro rata among players on the basis of the number of matches during the Multiformat Series for which each player was a Squad Member (or officially and formally rested from the squad by way of a written notice of such from the EGM, National Teams of CA), with the Test Match counting as two matches.
- (f) For the 2023/24 Contract Year, both of the following are deemed to be a Multiformat Series:
 - (i) the CA Women's Team's away series against India, comprised of one Test Match, three ODIs and three Twenty20 International matches, held between 21 December 2023 and 10 January 2024; and
 - (ii) the CA Women's Team's home series against South Africa, comprised of one Test Match, three ODIs and three Twenty20 International matches, held between 27 January 2024 and 17 February 2024.
- (g) For the 2024/25 Contract Year, the CA Women's Team's home series against England, comprised of one Test Match, three ODIs and three Twenty20 International matches, held between 12 January 2025 and 2 February 2025 is deemed to be a Multiformat Series.
- (h) Match Bonuses will continue to apply to each Test Match, ODI and Twenty20 International match played as part of a Multiformat Series in accordance with Articles 8.4 and 8.5.

8.13 Application of Performance Pool Contingency

- (a) The purpose of the Performance Pool Contingency in Item 7 of Part J of Schedule J is to provide additional funds for Match Bonuses (All Players) and Series Bonuses (All Players) to be made available in the course of a Contract Year. The allocation of the applicable Performance Pool Contingency in the course of a Contract Year shall be as agreed from time to time by CA and the ACA.
- (b) On 15 July following each Contract Year, the Contract Year Match and Series Bonus Success Percentage for the Contract Year just completed shall be applied to any remaining balance of the Performance Pool Contingency for the same Contract Year and the resulting amount shall be paid to players on a pro rata basis based on the total payments accrued to the player during the Contract Year in respect of Match Bonuses (All Players) and Series Bonuses (All Players) against the total such payments in respect of such bonuses accrued to all players in the same period;

8.14 Identity of Squad Members and Deemed Squad Members

For the purposes of verifying the amounts payable to individual players pursuant to this Article 8, CA shall provide the ACA monthly with a list of the Squad Members and officially rested players in relation to each such International Cricket match.

8.15 Official Rest Notice

For the purposes of Articles 8.4 to 8.8 and Article 8.10, in the event CA wishes to rest a player from a CA squad, the EGM, National Teams of CA shall provide a written notice of such to the player. In the event no such written notice is provided, the player shall be deemed to have not been rested and his/her omission from a CA squad shall be deemed to be because of the Player being dropped or injured.

8.16 Definitions

In this Article 8, the following terms have the following corresponding meanings:

“Annual Rankings Date” means the later of

- (i) 1 April; or
- (ii) if either of the Australian Men’s Team or Australian Women’s Team is participating in an overseas tour (whether for an ICC Future Tours Program series or an ICC Event) on 1 April in a Contract Year, then in relation to that team, the day after the final day of that overseas tour;

or such other date as determined by the ICC.

“Australian Team” means the CA Men’s Team and/or the CA Women’s Team.

“Away” means a Match or Series played outside of Australia.

“Home” means a Match or Series played within Australia.

“Contract Year Match and Series Bonus Success Percentage” means the proportion, expressed as a percentage, of total available Match Bonuses (All Players) and Series Bonuses (All Players) for a Contract Year which have accrued to players (i.e. paid or scheduled to be paid to players) for the Contract Year, in each case excluding any amounts allocated to the Performance Pool Contingency;

“ICC Event” means:

- (i) the ICC Cricket World Cup;
- (ii) the ICC Women’s World Cup;
- (iii) ICC Champions Trophy;
- (iv) ICC Test Championship play-off;
- (v) ICC World Twenty20; or
- (vi) any replacements for, or equivalents to, any of the events noted in paragraphs (i) to (v) inclusive above that are played under the control and auspices of the ICC and which involve an Australian Team.

“ICC Annual Rankings” means calculations pursuant to Article 8.11(a) as at the relevant Annual Rankings Date of unofficial ICC Rankings for the senior teams fielded by the Full Members of the ICC in each of Test Match, ODI and Twenty20 International cricket (as applicable), in each case using the same methodology as that used for ICC Official Rankings, but only including matches commencing from the previous Annual Rankings Date;

“ICC Annual Rankings and Events Bonuses” means bonuses in respect of results in ICC Annual Rankings or ICC Events

“ICC Official Rankings” means the ongoing official ICC rankings for Test Match, ODI or Twenty20 International cricket (as applicable), as standing at the last Annual Rankings Date as determined by the ICC.

“ICC Official Rankings Bonuses” means bonuses in respect of results in ICC Official Rankings;

“Match Bonuses (All Players)” means bonuses in respect of individual Test Matches, ODIs or Twenty20 International matches; as described in Article 8 and Schedule J.

“Multiformat Series” means an international series involving the Australian Women’s Team which encompasses only one Test Match and at least two ODI and/or Twenty20 matches;

“Performance Pool Contingency” means the amounts for each Contract Year that are described in Article 8.12.

“Rankings Period” means, for the purposes of calculating ICC Official Rankings or ICC Annual Rankings as at an Annual Rankings date, the period ending the day before that Annual Rankings Date and commencing on the previous Annual Rankings Date;

“Series Bonuses (All Players)” means bonuses in respect of Test, ODI or Twenty20 International series;

“Squad Member” means a player who has been part of a CA Men’s Squad or CA Women’s Squad in either a Test Match, ODI or Twenty20 International cricket (as applicable).

“Top 4 Ranked Team” means an ICC Full Member ranked in the top 4 in ICC Official Rankings in the relevant form of cricket as at the last Annual Rankings Date prior to the relevant series.

Article 9 State Player & Rookie Minimum Terms & Conditions

Preamble

CA and the ACA have agreed in principle to the following minimum terms and conditions for players with a State Player Contract or a Rookie Player Contract. These terms and conditions may be varied by agreement between CA and ACA. Both parties acknowledge that any variation in player payments as outlined in Articles 9.1, 9.2, and 9.3 and Parts G and H of Schedule J will not give rise to a material shift in the balance between retainers and match fees. The following terms and conditions do not apply in any respect to:

- (a) the W/BBL or W/BBL Contracts; or
- (b) the T20 Spring Challenge or T20 Spring Challenge Contracts.

9.1 Minimum Retainers

- (a) The minimum retainers for State Player Contracts for each Contract Year during the Term will be as set out in Parts G and H of Schedule J.
- (b) The minimum retainers for Rookie Contracts for each Contract Year during the Term will be as set out in Part G of Schedule J.

9.2 Maximum Retainers

- (a) The maximum retainers for State Player Contracts for each Contract Year during the Term will be as set out in Parts G and H of Schedule J.
- (b) The maximum retainers for Rookie Contracts for each Contract Year during the Term will be as set out in Part G of Schedule J.

9.3 Match Fees and Selection

- (a) Match Fees for State contracted Players for Matches played in Australia during the Term will be set out in Parts G and H of Schedule J.
- (b) Subject to (c) and (d) below, each State Association will select and pay the above-mentioned Match Fees to the following number of Players for the following Matches:
 - (i) Sheffield Shield Matches:
 - (A) 12 Players for both home and away matches.
 - (B) 13 Players for both home and away teams for the final.
 - (C) Standby and substitute players will be paid in accordance with Article 9.4 and 9.5 (below).
 - (ii) Marsh Cup Matches:
 - (A) 12 Players for home matches.
 - (B) 13 Players for away matches and multi-game home matches at the start of the season.
 - (C) Notwithstanding (A) and (B) above, 14 Players for away matches played in September in close proximity (i.e., if two games are played in three days at the same location).
 - (D) 13 Players for both home and away teams for the final.

- (E) Standby and substitute players will be paid in accordance with Article 9.4 and 9.5 (below).
- (iii) WNCL Matches: 13 Players for both home and away teams.
- (c) The XI Players selected and named by the State Association at the toss will be paid the Match Fee in full. The 12th and 13th (if applicable) Players will be paid 80% of the Match Fee. A Concussion Substitute will be paid a pro rata allocation of the Match Fee based on the number of days of the match they participate in.
- (d) Where a player does not play in a Sheffield Shield, Marsh Cup or WNCL Match due to being selected in the CA U/19 Team, the player will nonetheless be entitled to receive the applicable Match Fee for that Sheffield Shield, Marsh Cup or WNCL Match in full, provided the player was selected by their State Association in its last Team (being the starting XI) for the relevant class of match before the player became unavailable due to CA U/19 Team commitments.

9.4 Fees for Standby and Replacement Players

Standby and replacement players for State Association Teams will receive the following payments:

- (a) for one day matches, the player will receive 80% of the full match fee.
- (b) for multi-day matches:
 - (i) where the player is released prior to the commencement of the match or where the player's commitments during the match extend to no more than one day, the player will receive a pro rata portion of the relevant match fee for the 12th Player equal to one day as a proportion of the total number of days scheduled for the match (e.g. a standby player for a regular Sheffield Shield Match who is released prior to the commencement of that match will receive $\frac{1}{4}$ of the ordinary Sheffield Shield match fee for the 12th Player); and
 - (ii) where the player's duties extend over more than one day of the match, the player will receive a pro rata portion of the relevant match fee for the 12th Player equal to the number of days of the match during which the player is required or performs duties as a proportion of the total number of days scheduled for the match (For the avoidance of doubt, should a player be required to perform any duties on any subsequent day, the Player shall be entitled to the full match fee for the 12th Player for such duties).

9.5 Fees for Additional Players Performing Twelfth Player Duties

- (a) Subject to paragraph (b) below, a Player, other than the designated twelfth player, who is summoned by the Player's State Association to act as a substitute fielder or perform other twelfth player duties during an interstate match described in Article 9.4 will be paid a match fee equal to the daily fee payable for Futures League matches for each day during which the Player is required by the Player's State Association during such match, provided that only half such fee will be payable for any such day during which the player is required by the State Association for less than two hours.
- (b) A Player will not receive any fee for merely assisting the Player's team when it is batting during a single day at the State Association's home ground, except where the State Association will not release the Player from the Player's duties.

9.6 Leave Period for State Contracted Players

CA will ensure that State Associations make provision for Players with a State Player Contract or a Rookie Player Contract to have at least six (6) weeks during each Contract Year where they are not required to train for or play cricket for the State Association or to perform any Player Appearances (the “**State Leave Period**”). For the avoidance of doubt, a player with a State Player Contract or a Rookie Player Contract will not be required to attend the Player’s State Association end-of-season presentation function or other official State Association function during the Player’s State Leave Period unless the Player otherwise agrees in the Player’s absolute discretion. The terms regarding the State Leave Period will be set out in the State Player Contract.

9.7 Match Tickets

Each State Association shall provide four (4) tickets to the Members’ Reserve (where available) to each player selected in a State Team for each day of each Sheffield Shield match, WNCL match and National One Day Cup match (or any replacement domestic competition that forms part of this agreement) in Australia in which that player competes. Further, each State Association will advise players who have entered into State Player Contracts with the State Association, by 30 September of each Contract Year, what hospitality benefits, if any, will be made available to those players for that Contract Year.

9.8 Interim Training Engagement Letter

A State Association may offer an Interim Training Engagement Letter (**ITEL**) (**Schedule M**) to a State Player:

- (a) to engage in training and related activities as set out in the ITEL.
- (b) who at that time is a party to a current Player Contract (including a Rookie Contract) commencing from 1 July of that year. For clarity, it is not to apply to players who are invited to train, without a Player Contract being on foot from 1 July of that year. The ITEL must not be offered where a Player is receiving or has received a Retainer for that period under an existing Player Contract (including a Rookie Contract) with another State Association.
- (c) The Player will be included in education sessions delivered by the State Association.
- (d) The ITEL is a casual employment relationship with a maximum length of six (6) weeks.
- (e) State Associations have to prove to CA that the player is partaking in organised training sessions, and not just being paid as an add-on to their contract.
- (f) The source of funding: for the ITEL is the State Contingency in (i.e. 2023/24 contingency items for this period prior to the 24/25 year).
 - a. Schedule J (Part G Item 21) (men); and
 - b. Schedule J (Part H Item 20) (women).

Article 10 W/BBL Player Minimum Terms & Conditions

Preamble

CA and the ACA have agreed in principle to the following minimum terms and conditions for players with a W/BBL Contract. These terms and conditions may be varied by agreement between CA and ACA.

10.1 Retainers

- (a) The minimum retainer for W/BBL Contract during the Term will be:
 - (i) BBL: The Minimum Retainer amount specified in Part C of Schedule J; and
 - (ii) WBBL: The Minimum Retainer amount specified in Part D of Schedule J; excluding a player on a W/BBL Replacement Player Contract or a W/BBL Overseas Player Contract.
- (b) There will be no maximum retainers for W/BBL Contracts during the Term.

10.2 Match Fees

No match fees will be payable pursuant to any W/BBL Contract other than a W/BBL Replacement Player Contract, pursuant to which players will receive a match payment for each W/BBL match in respect of which the player is a member of the relevant W/BBL Team Squad as follows:

- (i) BBL: The Replacement Player Match Fees amount specified in Part C of Schedule J.
- (ii) WBBL: The Replacement Player Match Fees amount specified in Part D of Schedule J.

except for a WBBL Overseas Player with a W/BBL Overseas Player Contract who may receive the WBBL match payment in certain circumstances prescribed in the W/BBL Player Contracting and Remuneration Rules with the prior written approval of the WBBL Technical Committee.

10.3 Match Tickets

Each W/BBL Team shall ensure that each W/BBL Player selected in a W/BBL team is provided with four (4) tickets to the Members Reserve (where applicable) for each day of each W/BBL match in Australia for which that player competes. Further, each W/BBL Team will advise W/BBL Players who have entered into W/BBL Contracts with them by 30 November of each Contract Year, what hospitality benefits, if any, will be made available to those W/BBL Players for that Contract Year.

10.4 Alternative Retainer for CA Players and Marquee Players in the W/BBL

- (a) CA and the ACA have agreed to an alternative retainer definition (**Match Payment Retainer**) which may be used for the W/BBL Playing Contracts of Marquee Players, as defined in the W/BBL Player Contracting and Remuneration Rules, (other than Overseas Players) and CA Players only.
- (b) The agreed Match Payment Retainer is set out in Annexure A of the W/BBL Player Contracting and Remuneration Rules.

Article 10A T20 Spring Challenge Player Minimum Terms & Conditions

Preamble

CA and the ACA have agreed in principle to the following minimum terms and conditions for players with a T20 Spring Challenge Contract. These terms and conditions may be varied by agreement between CA and ACA.

10A.1 Retainers

Subject only to the terms of the T20 Spring Challenge Player Contracting and Remuneration Rules, the retainer for T20 Spring Challenge Contracts (excluding T20 Spring Challenge Replacement Player Contracts) during the Term will be:

- (a) for all Players who also hold a State Player Contract or a W/BBL Contract (excluding a W/BBL Replacement Contract), the Tier 1 Retainer amount specified in Item 2 of Part D1 of Schedule J; and
- (b) for all other Players, the Tier 2 Retainer amount specified in Item 3 of Part D1 of Schedule J.

10A.2 Match Fees

- (a) No match fees will be payable pursuant to any T20 Spring Challenge Contract other than a T20 Spring Challenge Replacement Player Contract, pursuant to which players will receive a match payment for each T20 Spring Challenge match in respect of which the player is a member of the relevant T20 Spring Challenge Team Squad in accordance with the Replacement Player Match Fees amount specified in Item 5 of Part D1 of Schedule J.
- (b) A T20 Spring Challenge Overseas Player with a T20 Spring Challenge Overseas Player Contract may receive match payments in certain circumstances prescribed in the T20 Spring Challenge Player Contracting and Remuneration Rules with the prior written approval of the T20 Spring Challenge Technical Committee.

10A.3 Match Tickets

Each T20 Spring Challenge Team shall ensure that, where a T20 Spring Challenge Match is publicly ticketed, each T20 Spring Challenge Player selected in a T20 Spring Challenge Team is provided with four (4) tickets for each T20 Spring Challenge match in Australia for which that player competes.

Article 11 Grievance Procedure

11.1 Application

Subject to Articles 11.3 and 23.3, if:

- (a) CA or a State Association or a W/BBL Team or a T20 Spring Challenge Team claims that a player, or the player's nominated entity pursuant to a Licensee Marketing Contract, has breached or is reasonably likely to breach, or has failed to perform or is reasonably likely to fail to perform, any of the provisions of the player's or its Contract and/or Marketing Contract with CA or that State Association or the Player's W/BBL or T20 Spring Challenge Team; or
- (b) a player claims that CA or a State Association or the player's W/BBL or T20 Spring Challenge Team has breached or is reasonably likely to breach, or has failed to perform or is reasonably likely to fail to perform, any of the provisions of its Contract or Marketing Contract with the player; or
- (c) a player's nominated entity that is a party to a Licensee Marketing Contract claims that CA or a State Association or the player's W/BBL or T20 Spring Challenge Team has breached or is reasonably likely to breach, or has failed to perform or is reasonably likely to fail to perform any of the provisions of its Licensee Marketing Contract,
- (d) then the parties to that Contract (or, in the case of a Licensee Marketing Contract, the parties and the player that nominated that entity party to the Licensee Marketing Contract) must submit to the process set out in Article 11.2.

11.2 Process

- (a) The person or party with the grievance (or the player or its representative and, in the case of a Licensee Marketing Contract both the nominated entity and the player together (or their representatives)) must lodge a written report with the other setting out the nature of the grievance. If CA or a State Association or a W/BBL Team or a T20 Spring Challenge Team has the grievance, the report must be made by the Chief Executive Officer of that organisation (or his or her representative) and must be lodged with the player only. Where the player (or the player's nominated entity pursuant to a Licensee Marketing Contract) has the grievance, the player (or, in the case of a grievance relating to a Licensee Marketing Contract, the nominated entity and the relevant player) (or the player's or their representatives) must address the report to the person at CA or the State Association or the W/BBL Team or the T20 Spring Challenge Team (as the case may be) who is notified by CA to the ACA from time to time as being the person at that organisation who is designated to receive grievance reports pursuant to this Article 11.
- (b) Within seven (7) days of a report being lodged under paragraph (a), the grieving parties (and the relevant player in the case of a Licensee Marketing Contract-related grievance) must meet and attempt to resolve the grievance. The player may be accompanied at the meeting by the player's representatives.
- (c) If the parties fail to resolve the grievance at the first meeting under paragraph (b), either party (in the case of a Licensee Marketing Contract, the player shall be deemed to be the party for the purposes of this paragraph (c)) may seek to have the grievance determined by the Grievance Tribunal by giving notice to the other party to that effect in the prescribed form (if any, as advised from time to time by CA).
- (d) The Grievance Tribunal will comprise:

- (i) a CA Code of Conduct Commissioner (or the Commissioner's nominee) as chairperson;
 - (ii) a nominee of CA (not being an officer, member or employee of CA); and
 - (iii) a nominee of the ACA (not being an officer, member or employee of the ACA).
- (e) The address of the Grievance Tribunal is the address for the time being of CA.
- (f) The player will be entitled to be represented before the Grievance Tribunal.
- (g) If a notice under paragraph (c) has been given by or on behalf of the player, CA must provide a copy of the notice to the CA Code of Conduct Commissioner as soon as reasonably practicable, who shall as soon as reasonably practicable advise the parties (directly or through an agent) whether he or she will act as Chairperson of the Grievance Tribunal or if he or she will instead appoint a nominee. If a nominee is to be appointed, the CA Code of Conduct Commissioner will attend to this as soon as reasonably practicable.
- (h) The Chairperson of the Grievance Tribunal will convene a preliminary conference as soon as reasonably practicable, which may be conducted (in the absolute discretion of the Chairperson) in person or by telephone or video link. At the preliminary conference, the Chairperson may make directions with respect to any procedural matters, including imposing time limits for the nomination of the other members of the Grievance Tribunal (if not already nominated).
- (i) Except as otherwise provided under this Article 11.2, the Grievance Tribunal will hear and determine the grievance in such manner as the chairman of the Grievance Tribunal sees fit having regard to all the circumstances and to the principles of natural justice.
- (j) The Grievance Tribunal will have the following powers:
 - (i) to reprimand the player;
 - (ii) to fine the player (including in cases where the grievance relates to a Marketing Contract);
 - (iii) to suspend the player from playing in any cricket matches;
 - (iv) to authorise CA or the State Association or the W/BBL Team or the T20 Spring Challenge Team (as the case requires) to terminate the player's Contract (together with any relevant Marketing Contract) by notice in writing to the player; and/or
 - (v) to direct CA or the State Association or the W/BBL Team or the T20 Spring Challenge Team (as the case may be) to remedy any default or failure to perform in relation to the Contract or Marketing Contract.
- (k) The Grievance Tribunal will notify its decision to the parties to the grievance in writing but it shall not be required to give reasons for its decision unless otherwise agreed by CA and the ACA. Notwithstanding anything in this paragraph 11.2(k), the CA Code of Conduct Commissioner may in his or her absolute discretion choose to give reasons for any decision of any Grievance Tribunal over which he or she chairs.
- (l) Decisions of the Grievance Tribunal will be final and binding on the parties (including the player and the player's nominated entity in the case of a dispute relating to a Licensee Marketing Contract).
- (m) Each party will bear its own costs under this Article 11.

11.3 Exceptions

This Article 11 shall not apply to the following:

- (a) allegations that a player has breached the CA Code of Conduct, the State, W/BBL and T20 Spring Challenge Clothing and Equipment Regulations, the W/BBL Compliance Rules, the T20 Spring Challenge Compliance Rules, the CA Anti-Corruption Code, the CA Anti-Doping Code, the Australian Cricket SSSM Principles (including the AC Supplement Policy), the CA Illicit Substances Rule, the CA Anti-Harassment Code or the CA Anti-Discrimination Code, which shall be dealt with according to those codes and policies;
- (b) grievances relating to a player's retainer, match fee(s) or tour fee(s) (other than in relation to pro rata allocations of tour fees or allegations of a breach or reasonable likelihood of a breach of a player's Contract);
- (c) selection of a player in a Team, squad or touring party;
- (d) a player's ranking by the Selection Panel as referred to in Article 7.1(b); or
- (e) claims for Injury Payments.

11.4 Common Law Rights

Nothing in this Article 11 in any way restricts either party's rights at common law in the event the parties are unable to resolve the grievance under this Article.

Article 12 ACA Funding & Commercial Activities

Preamble

The objective of this Article 12 is to set out the agreed conditions of funding to the ACA, from the Player Payments Pool as set out below. The ACA recognises that CA has agreed to a Player Payments Pool that facilitates this funding to the ACA to assist it to provide valuable services to its members.

Subject to certain limitations, the ACA or any Related Body Corporate of the ACA (together, the “**ACA Entities**”) may engage in their own commercial activities in furtherance of their objects under each of their Constitutions (the “**Objects**”). Generally speaking these commercial activities will not extend to sponsorship of the ACA Entities by a third party or endorsement or approval by the ACA Entities of a third party or its goods or services other than as described below.

Nothing in this Article limits or affects the obligations of the players, CA and the State Associations under the Contracts.

12.1 ACA Core Funding

CA will pay the ACA from the Player Payment Pool for use by the ACA in the furtherance of its current constitutional Objects, in four equal instalments during each Contract Year (payable on the first Business Day of each quarter), the amounts specified in Item 2 of Part B of Schedule J.

12.2 ACA Game Development Grant and Masters Tours

Not Used – See Article 5.2(a)(ii)

12.3 ACA Sponsorship Activities

- (a) Subject to paragraph (b), in consideration of the amount paid to the ACA pursuant to Article 12.1, the ACA Entities shall refrain and the ACA shall procure that the ACA Entities, other than the ACA, shall refrain from entering into a sponsorship agreement with any third party in relation to any aspect of the ACA Entities or their respective operations or activities. For the purposes of this Article, the term “sponsorship” includes the display of signage and any other advertising material at an ACA Event, other than by ACA Event sponsors.
- (b) Subject to the following paragraphs of this Article, the ACA may, by itself or through its agents, enter into sponsorship agreements in relation to ACA Events.
- (c) If:
 - (i) the proposed sponsor of an ACA Event is not a CA Major Sponsor; and
 - (ii) goods and services sold by the proposed sponsor of the ACA Event compete with those of a CA Major Sponsor afforded protection in accordance with Article 13 and Clause 6.2 of the General Conditions for all Player contracts,the ACA will, before accepting an offer from the proposed sponsor to sponsor the ACA Event, give the relevant CA Major Sponsor a period of fourteen (14) days in which to agree to sponsor the ACA Event on the same terms upon which the proposed sponsor has offered to sponsor the ACA Event.
- (d) If the ACA enters into an agreement for the sponsorship of an ACA Event with a third party whose goods and services compete with those of a CA Major Sponsor, the ACA will ensure that no CA Contracted Player or State Contracted Player or W/BBL Contracted Player or T20 Spring Challenge Contracted Player agrees to actively promote the ACA Event.

- (e) If the ACA enters into an agreement for the sponsorship of an ACA Event with a third party whose goods and services compete with those of a State Major Sponsor, the ACA will ensure that no contracted player from the relevant State Association agrees to actively promote the ACA Event. If the ACA enters into agreement for the sponsorship of an ACA Event with a third party whose goods and services compete with those of a W/BBL Team Major Sponsor or T20 Spring Challenge Team Major Sponsor, the ACA will ensure that no contracted player from the relevant W/BBL or T20 Spring Challenge team agrees to actively promote the ACA Event.
- (f) The ACA must not, and must not permit others to, promote or advertise the ACA Event more than three (3) months prior to or one (1) week after the ACA Event, other than in the case of communications made directly to the ACA's members.
- (g) Notwithstanding anything else in this Article, the ACA must not permit the following to sponsor any ACA Event:
 - (i) a person who is a licensed bookmaker or betting agency, or who is an "associate" (as defined in the Corporations Act 2001 (Cth)) of such a person (in each case, a "**Betting Partner**"), without the approval in writing of CA, which may be withheld in its absolute discretion, provided, however, that such approval will be granted in circumstances where:
 - (A) CA has previously entered into a sponsorship arrangement with a Betting Partner and that arrangement continues to exist at the time of approval by CA; and
 - (B) the proposed Betting Partner of the ACA has either entered into a sponsorship arrangement with CA and that arrangement continues to exist at the time of approval by CA or the ACA has provided CA's Betting Partner at that time with the first and last rights (i.e., after offering CA's Betting Partner the first right to sponsor the ACA Event, if CA's Betting Partner and the ACA cannot reach agreement within 10 Business Days of exclusive negotiations, the ACA shall be free to offer such sponsorship to another Betting Partner (that is licensed to accept bets in any State or Territory of Australia), provided that the ACA shall not be permitted to offer that sponsorship on better bona fide market terms to another Betting Partner without first giving CA's Betting Partner an opportunity to accept such better bona fide market terms) with respect to sponsorship of the ACA Event; or
 - (ii) a distributor or producer of tobacco products.

12.4 ACA Official Supplier Activities

- (a) Subject to this Article the ACA Entities may enter into arrangements with third parties whereby the ACA and/or its members receive discounts, upgrades or other non-monetary benefits from such third parties.
- (b) The ACA will ensure that, in promoting the arrangement referred to in paragraph (a) above, the third party supplier only uses the ACA's or the ACA Entity's full corporate title (or one of the following abbreviations: "ACA", "Australian Cricketers' Association" or "Australian Cricket Players Limited") and does not use any contracted players or their Attributes in any promotion of its products, services and brands, including on any such products.
- (c) The restriction set out in paragraph (b) above does not apply to promotions to ACA members and potential members, which are conducted by direct communication.

- (d) In respect of the following categories of goods and services, the ACA Entities may only enter into arrangements of a type referred to in paragraph (a) above if CA has not, by 1 August 2022, entered into arrangements with third parties that pass on reasonable benefits to the ACA and/or, in certain cases, its members in the form of contra, discounts or upgrades:

Categories

- Air Travel
- Food & Beverage
- Foreign Exchange
- Consumer Electronics
- Computer Hardware
- Telecommunications

12.5 ACA Endorsement and Licensing Activities

- (a) The parties acknowledge that the use by a third party of the ACA's name and/or logo or the name and/or logo of any ACA Entity to promote that third party's goods or services is capable of giving rise to connotations that those goods or services have the endorsement or approval of a Team or contracted players generally.
- (b) Notwithstanding the acknowledgment in paragraph (a) above, CA agrees to permit the ACA or ACA Entities to enter into such arrangements in order to generate revenue for the furtherance of their Objects provided the ACA or other ACA Entity agrees to ensure that:
- (i) third parties do not use the words "Australian Cricketers" (or substantially similar wording) or any Intellectual Property of CA on or in connection with goods or services of those third parties; and
 - (ii) subject to paragraph (c) below, the Attributes of no more than two (2) contracted players may be used to directly or indirectly promote the goods or services.
- (c) The ACA acknowledges that contracted players must seek CA's approval under their Contracts to permit their Attributes to be used in the manner contemplated by subparagraph 12.5(b)(ii) above.
- (d) The ACA agrees not to do anything that may give rise to the impression that an arrangement referred to in this Article 12.5 constitutes a sponsorship of the ACA.

12.6 ACA Events

Without limiting Article 12.3, the following restrictions apply to ACA Events:

- (a) Corporate Golf Days
- No more than two (2) contracted players may be used to promote each Corporate Golf Day. This does not prevent the ACA from listing the names of contracted players who propose to attend a particular Corporate Golf Day.
- (b) Corporate Functions
- No more than two (2) contracted players may be used to promote each Corporate Function. This does not prevent the ACA from listing the names of contracted players who propose to attend a particular Corporate Function.

(c) Corporate Cricket Matches

- (i) The ACA may organise corporate cricket matches during the Term provided that players may only participate in those matches subject to the consent of CA and/or their State Associations and/or W/BBL and/or T20 Spring Challenge Teams under their Contracts and:
 - (A) unless CA otherwise agrees, no more than two (2) CA contracted players may participate in, or be used to promote, each match; and
 - (B) unless the relevant State Association or W/BBL Team or T20 Spring Challenge Team otherwise agrees, no more than two (2) contracted players from each State Association or from each W/BBL or T20 Spring Challenge Team may participate in, or be used to promote, each match.
- (ii) The ACA acknowledges that CA typically refuses to consent to players playing exhibition and other “one-off” matches, other than player testimonials, charity matches or matches played under the auspices of the ICC or a full member country. The ACA acknowledges further that it is in this context that CA will determine whether or not to consent to contracted players participating in matches referred to in this paragraph (ii).

12.7 CA/ACA Joint Ventures

CA and the ACA may enter into joint ventures from time to time for certain events and activities (e.g. the Australian Cricket Awards, UK functions, Ashes Farewell Lunch and CA and ACA NFT joint venture (if agreed to be so treated in any document creating that joint venture)).

12.8 ACA Internet Site

- (a) The ACA agrees not to use more than two (2) CA contracted players or more than two (2) contracted players from a particular State Association or from a particular W/BBL or T20 Spring Challenge Team to actively promote or endorse the ACA’s internet site.
- (b) The ACA agrees not to permit more than two (2) contracted players in any single week to engage in chat sessions on the ACA’s internet site.
- (c) The ACA agrees not to include any live scores or live game commentary on its internet site. CA and the ACA agree to meet in good faith to discuss the inclusion on the ACA internet site of a limited form of score reports.

12.9 ACA Charitable Activities

Nothing in this Article 12 prohibits the ACA from endorsing one (1) or more charities provided those charities qualify as bodies to which donations are tax deductible in accordance with the provisions of the Income Tax Assessment Act provided such endorsement is not connected in any way with any for-profit organisation.

12.10 ACA Special Projects and Other Commercial Activities

The ACA may undertake commercial activities that are not otherwise restricted by Articles 12.1 to 12.9 (inclusive). The ACA acknowledges that, in respect of such additional commercial activities, use of contracted players will follow the principles set out in this Agreement (and in particular this Article 12) and the relevant Contracts.

12.11 Tickets

- (a) CA will provide, for each day of each Test Match and each Limited Overs International played in Australia under the auspices and control of CA (except for matches played in any ICC tournament):
 - (i) six (6) premium reserved or Members' tickets; and
 - (ii) 2 reserved seat tickets to each full-time employee of the ACA for all such matches and days played in Melbourne.
- (b) CA will provide, for each day of each Test Match and each Limited Overs International played in Australia under the auspices and control of CA, a venue pass for appropriate areas at appropriate venues (as determined by CA, acting reasonably), such pass subject to acceptance of and compliance with the standard pass terms by the individual, for each Australian domestic season during the Term to:
 - (i) the ACA's Chief Executive; and
 - (ii) those other ACA staff who will be working regularly at more than one Australian venue on such match days, provided that the ACA submits a list of those persons at the start of each Australian domestic season, with a description as to why each of those persons satisfies that criterion.

12.12 Signed Bats

- (a) Subject to paragraph 12.12(b) below, CA agrees to provide the ACA with three signed bats or team apparel or other CA products for each such series of Tests, ODIs, Australia A and/or Twenty 20 internationals (i.e., for the entire season and not for each such Twenty20 International match) played by the relevant Australian team in Australia and three signed bats or team apparel or other CA products for each Tour in which the Australian senior men's or women's team participates, provided, in all cases, the ACA must comply with the same obligations of players pursuant to Clause 4.12(a) of the Player Contract General Conditions.
- (b) The signed bats, team apparel or other CA products provided by CA under paragraph (a) above shall be signed by all members of the squad for the relevant series, provided, however, that CA shall not be in breach of this Article 12.12 to the extent that the relevant items do not contain the signature of one or more squad members, where CA has requested the player to sign the relevant items, but the player has failed to do so.

Article 13 CA, State and W/BBL Team Sponsors

13.1 CA Major Sponsors

- (a) **CA Contracts (CA 9):** Subject to paragraph (f) below, CA will be entitled to nominate nine (9) major sponsors at the beginning of each Contract Year, each of which shall be afforded protection in the CA Player Contract, CA Match/Tour Contract and W/BBL CA Player Contract in accordance with the following principles:
- (i) Subject to paragraphs (ii) and (iii) below, the sponsorship agreement between CA and each of the major sponsors (other than the State Competition Sponsors and Airline Sponsor) must provide for a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$1,020,000;
 - (ii) Notwithstanding paragraph (i) above, in the event CA nominates any of the major sponsors of the domestic competitions, for the time being known as the Sheffield Shield, National One Day Cup, WNCL, KFC Twenty20 Big Bash League, Weber Women's Big Bash League and T20 Spring Challenge (the ***"Domestic Competition Sponsors"***), as a major sponsor, the relevant sponsorship agreement must provide for a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$510,000 in; and
 - (iii) Notwithstanding paragraph (i) above, in the event CA nominates an Airline Sponsor (as defined below) as a CA major sponsor, the sponsorship agreement must provide for a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$510,000 only. For the purposes of this sub-paragraph (iii), an 'Airline Sponsor' means a sponsor in the category of domestic and/or international air travel.
- (b) **State Contracts (State Competition Sponsors):** CA will be entitled to nominate:
- (i) **State Men's Competitions:** the two (2) Domestic Competition Sponsors for the competitions currently known as the Sheffield Shield and National One Day Cup at the commencement of each Contract Year, each of which shall be afforded protection in at least the State Player Contract and the State Match/Tour Contract for players in the State men's competitions; and
 - (ii) **State Women's Competitions:** the one (1) Domestic Competition Sponsor for the competition currently known as the Women's National Cricket League at the commencement of each Contract Year, each of which shall be afforded protection in at least the State Player Contract and the State Match/Tour Contract for players in the State women's competitions,

(***"State Competition Sponsors"***)
- irrespective of whether or not the relevant sponsorship agreement with each of those State Competition Sponsors satisfies the minimum average annual contribution to ACR as set out in paragraph 13.1(a)(ii) above. The State Competition Sponsors must be the same in all such Contracts in a particular Contract Year.
- (c) **W/BBL Contracts (W/BBL Competition Sponsors):** CA will be entitled to nominate:
- (i) **BBL:** the one (1) Domestic Competition Sponsor of the BBL at the commencement of each Contract Year, which shall be afforded protection in

at least the men's W/BBL Contracts (excluding the men's W/BBL Contract for a CA Contracted Player unless that Domestic Competition Sponsor has an agreement that provides for a minimum annual contribution to ACR, either by way of cash payment or a contribution of contra or other value in kind, of at least \$510,000) irrespective of whether or not the relevant sponsorship agreement with that Domestic Competition Sponsor satisfies the minimum average annual contribution to ACR as set out in paragraph 13.1(a)(ii) above. The Domestic Competition Sponsor for the BBL must be the same in all such men's W/BBL Contracts in a particular Contract Year.

- (ii) **WBBL:** the one (1) Domestic Competition Sponsor of the WBBL at the commencement of each Contract Year, which shall be afforded protection in at least the women's W/BBL Contracts (excluding the women's W/BBL Contract for a CA Contracted Player unless that Domestic Competition Sponsor has an agreement that provides for a minimum annual contribution to ACR, either by way of cash payment or a contribution of contra or other value in kind, of at least \$200,000) irrespective of whether or not the relevant sponsorship agreement with that Domestic Competition Sponsor satisfies the minimum average annual contribution to ACR as set out in paragraph 13.1(a)(ii) above. The Domestic Competition Sponsor for the WBBL must be the same in all such women's W/BBL Contracts in a particular Contract Year.
- (d) **T20 Spring Challenge Contracts (T20 Spring Challenge Competition Sponsors):** CA will be entitled to nominate the one (1) Domestic Competition Sponsor of the T20 Spring Challenge at the commencement of each Contract Year, which shall be afforded protection in at least the T20 Spring Challenge Contracts (excluding the T20 Spring Challenge Contract for a CA Contracted Player unless that Domestic Competition Sponsor has an agreement that provides for a minimum annual contribution to ACR, either by way of cash payment or a contribution of contra or other value in kind, of at least \$200,000) irrespective of whether or not the relevant sponsorship agreement with that Domestic Competition Sponsor satisfies the minimum average annual contribution to ACR as set out in paragraph 13.1(a)(ii) above. The Domestic Competition Sponsor for the T20 Spring Challenge must be the same in all such T20 Spring Challenge Contracts in a particular Contract Year.
- (e) **Substitution:** If CA's agreement with any of its major sponsors expires or terminates during a particular Contract Year, CA will have the right to substitute another sponsor for the purpose of paragraphs (a), (b) and (c) above. For the avoidance of doubt, the parties agree that this provision permits CA to substitute a sponsor for any other sponsor whose agreement with CA has expired or been terminated, irrespective of when or in what Contract Year that expiration or termination occurs.
- (f) In connection with any contractual negotiations between CA and any potential major sponsor, CA agrees:
 - (i) to consult with ACA management in good faith (and as soon in the negotiation process as is reasonably practicable) with respect to the category of goods or services that CA-contracted Players will not be able to endorse pursuant to clause 6 of the Player Contract General Conditions, provided that each relevant member of ACA management must first agree to execute a confidentiality agreement in a form provided by and acceptable to CA;
 - (ii) not to enter into any further agreement with a non-major or secondary sponsor which restricts contracted players from publicly endorsing goods or services competitive with any goods or services protected under the major

sponsor's contract until the formal execution of that contract with the major sponsor. CA further agrees to inform and consult with ACA as soon in the negotiation process as is reasonably practicable.

- (g) **Pre-existing agreements:** Where at the date of this MOU a CA sponsor does not contribute the minimum ACR contribution amount specified under this Article 13.1 but does meet the corresponding the ACR contribution amount in the 2012-2017 MOU under its pre-existing agreement with CA, such sponsor will be considered to have met the relevant contribution amount for the purposes of this Article 13.1 solely for the term of that pre-existing agreement between that sponsor and CA.

13.2 State Major Sponsors

- (a) **State Contracts:** Subject to paragraph (c) below, each State Association will be entitled to nominate two (2) major sponsors at the beginning of each Contract Year which shall be afforded protection in the State Player Contracts and State Match Contracts for that State Association, provided:
 - (i) in the case of players in the State women's competitions, the major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$15,000; and
 - (ii) in the case of players in the State men's competitions, one major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$50,000 and the other major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000. A State Association will be entitled to nominate one (1) major sponsor in the circumstances where only one major sponsor individually makes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000.
- (b) **CA Contracts:** Subject to paragraph (c) below, each State Association will be entitled to nominate the top one (1) major sponsor at the beginning of each Contract Year which, in the absolute discretion of CA, shall be afforded protection in the CA Player Contract and CA Match/Tour Contract in respect of players who have obligations to that State Association (excluding any obligations pursuant to a W/BBL or T20 Spring Challenge Contract), provided that the major sponsor individually makes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000 (for players in the State men's competitions) or \$15,000 (for players in the State women's competitions) and must be one of the major sponsors nominated pursuant to paragraphs (a) above (as may be substituted pursuant to paragraph (c) below).
- (c) **Substitution:** If a State Association's agreement with any of its major sponsors which have been nominated pursuant to paragraphs (a) or (b) above expires or terminates during a particular Contract Year, the State Association will have the right to substitute another sponsor having regard to the limitations set out in paragraphs (a) and (b) above. For the avoidance of doubt, the parties agree that this provision permits the State Association to substitute a sponsor for any other sponsor which has previously been nominated pursuant to paragraph (a) or (b) above whose agreement with the State Association has expired or been terminated, irrespective of when or in what Contract Year that expiration or termination occurs.

13.3 W/BBL Team Major Sponsors

- (a) **Non-CA W/BBL:** Subject to paragraph (d) below, each State Association will be entitled to nominate two (2) major sponsors at the beginning of each Contract Year for each W/BBL team that State Association is entitled to operate in the W/BBL. Each of those sponsors shall be afforded protection in the W/BBL Contracts (excluding the W/BBL Contracts with CA contracted players) with W/BBL Players who are contracted to play with that W/BBL team, provided, for each W/BBL team:
 - (i) in the case of Players in the men's Big Bash League, one major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$153,000 and the other major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$100,000. The State Association will be entitled to nominate one (1) major sponsor for a BBL team in the circumstances where only one major sponsor individually makes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$100,000; and
 - (ii) in the case of Players in the Women's Big Bash League, the major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000.
- (b) **CA W/BBL Players:** Subject to paragraph (d) below, each State Association will be entitled to nominate the top one (1) major sponsor at the beginning of each Contract Year for each W/BBL team the State Association is entitled to operate in the W/BBL which, in the absolute discretion of CA, shall be afforded protection in the W/BBL Contracts of CA contracted players and the CA Player Contracts and CA Match-Tour Contracts with players who are contracted to play with that W/BBL team, provided that the major sponsor individually makes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least:
 - (i) \$102,000 in the case of players in the men's Big Bash League; and
 - (ii) \$25,000 in the case of players in the Women's Big Bash League,and must be one of the up to two major sponsors nominated pursuant to paragraph (a) and/or (b) above in respect of the same W/BBL team (as may be substituted pursuant to paragraph (c) below).
- (c) **Substitution:** If the Agreement between a State Association or an entity controlled by a State Association with any of its major sponsors nominated pursuant to paragraph (a) or (b) above expires or terminates during a particular Contract Year, the State Association will have the right to substitute another sponsor having regard to the limitations set out in paragraphs (a) or (b) above. For the avoidance of doubt, the parties agree that this provision permits the State Association to substitute a sponsor for any other sponsor which has previously been nominated pursuant to paragraphs (a) or (b) whose agreement with the State Association or an entity controlled by the State Association has expired or been terminated, irrespective of when or in what Contract Year that expiration or termination occurs.

- (d) **Pre-existing agreements:** Where at the date of this MOU a W/BBL Team sponsor does not contribute the minimum ACR contribution amount specified under this Article 13.3 but does meet the corresponding the ACR contribution amount in the 2022-2023 MOU under its pre-existing agreement with the State Association, such sponsor will be considered to have met the relevant contribution amount for the purposes of this Article 13.3 solely for the term of that pre-existing agreement between that sponsor and the State Association.

13.4 T20 Spring Challenge Team Major Sponsors

- (a) **Non-CA T20 Spring Challenge:** Subject to paragraph (c) below, each State Association will be entitled to nominate two (2) major sponsors at the beginning of each Contract Year for each T20 Spring Challenge team that State Association is entitled to operate in the T20 Spring Challenge. Each of those sponsors shall be afforded protection in the T20 Spring Challenge Contracts (excluding the T20 Spring Challenge Contracts with CA contracted players) with T20 Spring Challenge Players who are contracted to play with that T20 Spring Challenge team, provided, for each T20 Spring Challenge team, the major sponsor individually contributes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000.
- (b) **CA T20 Spring Challenge Players:** Subject to paragraph (c) below, each State Association will be entitled to nominate the top one (1) major sponsor at the beginning of each Contract Year for each T20 Spring Challenge team the State Association is entitled to operate in the T20 Spring Challenge which, in the absolute discretion of CA, shall be afforded protection in the T20 Spring Challenge Contracts of CA contracted players and the CA Player Contracts and CA Match-Tour Contracts with players who are contracted to play with that T20 Spring Challenge team, provided that the major sponsor individually makes a minimum average annual contribution to ACR (either by way of a cash payment or a contribution of contra or other value in kind) of at least \$25,000.
- (c) **Substitution:** If the Agreement between a State Association or an entity controlled by a State Association with any of its major sponsors nominated pursuant to paragraph (a) or (b) above expires or terminates during a particular Contract Year, the State Association will have the right to substitute another sponsor having regard to the limitations set out in paragraphs (a) or 13.3(b) above. For the avoidance of doubt, the parties agree that this provision permits the State Association to substitute a sponsor for any other sponsor which has previously been nominated pursuant to paragraphs (a) or (b) whose agreement with the State Association or an entity controlled by the State Association has expired or been terminated, irrespective of when or in what Contract Year that expiration or termination occurs.

Article 14 Overseas Clearances

14.1 Approval to Play for an Overseas Club or Team

- (a) Players who are parties to CA Player Contracts or State Player Contracts must obtain the prior written approval of CA in order to play cricket with an overseas club or any cricket team.
- (b) Subject to Article 14.1(d), without limiting Article 14.1(a), players who are parties to W/BBL Contracts must obtain the prior written approval of CA in order to play cricket with an overseas club or any team, solely to the extent that the player will, in connection with playing for that club or team, be absent from Australia at any time during the W/BBL Competition Period.
- (c) Subject to Article 14.1(d), without limiting Article 14.1(a), players who are parties to T20 Spring Challenge Contracts must obtain the prior written approval of CA in order to play cricket with an overseas club or any team, solely to the extent that the player will, in connection with playing for that club or team, be absent from Australia at any time during the T20 Spring Challenge Competition Period.
- (d) Players who require approval of CA pursuant to paragraphs (a) - (c) above and who wish to play cricket with an overseas club or any cricket team during the Term must submit their request in writing to CA as soon as practicable and not later than 7 days prior to playing for the relevant overseas club or cricket team during the Contract Year, except where such deadline cannot reasonably be met. The request must be submitted using **Form 1** as set out in **Schedule D**).
- (e) Subject to Article 14.2, CA and the State Associations agree to approve requests received in accordance with Article 14.1(d) provided that:
 - (i) the club or team is a part of a recognised competition played under the auspices of the domestic cricket competitions conducted by a full member of the ICC or the Scottish or Irish Cricket Associations;
 - (ii) the player's playing obligations extend only to participation in that competition for all or a substantial part of the relevant season;
 - (iii) subject to paragraph 14.1(f) below, the club or team must agree that it will not and the player must Ensure (as defined under paragraph (h) below) that the club or team does not:
 - (A) in any cricket match have more than four (4) Players contracted to CA or any State Association or any W/BBL or T20 Spring Challenge Team (excluding any Overseas Players) selected in its starting XI or participating on the field of play as a player or 12th player or substitute fielder at any one time; or
 - (B) use or include, or permit to be used or included, by any of the club or team, the Competition, the National Board or any of the sponsors or commercial partners of the club or team, the Competition or the National Board, the Attributes of more than one (1) CA Player, or more than one (1) player from the same State Association (including State contracted players and CA Players designated to play for that State in their CA Player Contracts, but excluding any Overseas Players) or W/BBL or T20 Spring Challenge team (excluding any Overseas Players), in each case in any advertising or promotional materials (in any medium or combination thereof, including TV, radio, press,

outdoor, internet, point of sale or on-pack advertising), other than in a full team-only photograph, which full team photo must:

- (1) only be used solely by the official sponsors of the club or team;
 - (2) only be used or contained solely in print media;
 - (3) only be used or published or circulated solely within the territorial boundaries of the relevant country and in no circumstances in Australia; and
 - (4) not involve or include the name or branding of a company primarily engaged in the business of alcohol or fast food/fast food restaurants or tobacco or betting.
- (iv) the player and the club/team concerned execute an agreement in the form contained in **Schedule D - OCPA** (as varied from time to time during the Term by agreement between CA and the ACA) and comply with such agreement;
- (v) CA will not approve a request by a player to play cricket with an overseas club or team for a period in which that player is under suspension pursuant to the ICC Code of Conduct, the CA Code of Conduct, the CA Anti-Doping Code or the CA Illicit Substances Rule;
- (vi) CA will not unreasonably withhold approval to a request by a player to play cricket with an overseas club or team pursuant to this Article 14.1 solely as a result of that player being under suspension pursuant to the ICC Code of Conduct, CA Code of Conduct, the CA Anti-Doping Code or the CA Illicit Substances Rule at the time of such request; and
- (vii) the date of the player's departure from the player's home State in order to play cricket with an overseas club or team shall be agreed by CA and the ACA in January of each Contract Year, provided that in no circumstances will:
- (A) the player be permitted to miss any matches for which the Player is selected to represent:
 - (1) CA or the player's State Association;
 - (2) during the W/BBL Competition Period and only if the player is party to a W/BBL Player Contract, the player's W/BBL Team; or
 - (3) during the T20 Spring Challenge Competition Period and only if the player is party to a T20 Spring Challenge Contract, the player's T20 Spring Challenge Team; and
 - (B) that departure date be less than ten (10) days after the conclusion of the premier cricket grand final in that player's home State or April 12 whichever is the earlier, other than with respect to an application by the player to participate in the Indian Premier League or the Women's Premier League, in which case, subject again to (A) above, in no circumstances will that departure date be earlier than the later of the dates specified in sub-paragraphs (1) and (2) below, namely:
 - (1) prior to immediately after the last day of the last senior men's or senior women's State domestic match (as applicable) played during that Contract Year by the player's State Association; or

- (2) three (3) days prior to the commencement of that year's Indian Premier League or Women's Premier League (as applicable),
- (viii) the player must not provide any Player Endorsements to the commercial partners or sponsors of the club/team, the Competition or the National Board, except in accordance with the General Conditions.
- (f) CA and the ACA agree that where a player requests approval to play cricket with an overseas club or team in accordance with Article 14.1(d) and such request does not meet the requirements of Article 14.1(e), then CA or the player's State Association may impose the following conditions on any approval it grants:
 - (i) limitations on:
 - (A) training and playing volumes; and/or
 - (B) playing role (e.g., an allrounder may be limited to playing as a batter);

where such limitations are related to injury or workload management.
 - (ii) any reasonable restrictions based on health and safety grounds;
 - (iii) any reasonable instructions or directions that CA or the State Association can issue under the General Conditions;
 - (iv) a date by when the player must return to Australia;
 - (v) any retainer reduction in accordance with Article 14.2; and
 - (vi) any other condition agreed in writing by the ACA.
- (g) The inclusion of any team sponsor logos on the team uniforms of any players while they are playing in the Club/Team's team in any match (including as 12th player or any one of the substitute fielders) shall not, solely of itself, constitute a breach of the requirements set out in paragraph 14.1(e)(iii) above.
- (h) For the purposes of this Article 14.1, "Ensure" means:
 - (i) not at any time agreeing to any action, occurrence or omission by any of the Club/Team, the Competition, the National Board or any of the sponsors or commercial partners of the Club/Team, the Competition or the National Board contrary to the requirements set out in Article 14.1(e);
 - (ii) where a cause of action at law exists, taking all action (including taking legal proceedings or terminating their contracts with the relevant Club/Team) to remedy any non-compliance by the Club/Team, the Competition, the National Board or any of the sponsors or commercial partners of the Club/Team, the Competition or the National Board with the requirements set out in the provisions of paragraph 14.1(e)(iii) above;
 - (iii) immediately informing CA in writing (by way of e-mail to the CA General Counsel and Company Secretary) of any failure by any person or organisation to comply with the requirements set out in the provisions of paragraph 14.1(e)(iii) above.
- (i) Any approvals granted pursuant to paragraph 14.1(e) above will only relate to a single year. Players wishing to play for a particular overseas club or team must apply

separately in respect of each year they wish to play for the club or team, even if their contract with that club or team is for more than one year.

14.2 Reduction of Retainer

- (a) With respect to any player who:
 - (i) requests approval to play cricket with an overseas club or team in accordance with Article 14.1(d) and such request does not meet the requirements of Article 14.1(e); and
 - (ii) who is granted permission by CA to play cricket with an overseas club or team in accordance with Article 14.1(a) during the Term and CA imposes a retainer reduction condition in accordance with Article 14.1(f)(v),

for every day the player is away from the player's home State between 15 September and 31 March in any Contract Year, CA or the player's State Association (as applicable) may reduce the player's then CA Contract or State Contract retainer by up to 0.25% per day, plus up to an additional 0.5% for each day of a Test Match, ODI or Twenty20 International match or each day of senior men's or women's domestic State match for which the player is unavailable. If the player is less than 1.0 FTE, the percentage retainer reduction under this Article 14.2(a) will be proportionally reduced (e.g. a player that is 0.7 FTE will have a per day/day of a match reduction of up to 0.175%/0.35% respectively).
- (b) With respect to any player who is granted permission by CA to play cricket with an overseas club or team in accordance with Article 14.1(a), if that player fails to return to the player's home State by 15 September in any Contract Year (other than as a result of a Force Majeure Event or circumstances beyond the control of the player), CA or the player's State Association (as applicable) will reduce the player's then CA Contract or State Contract retainer by 0.5% per day.
- (c) Notwithstanding any other paragraph in this Article 14, with respect to any player who is granted permission by CA to play cricket with an overseas club or team in accordance with Article 14.1(a):
 - (i) where the player plays cricket with an overseas club or any cricket team between 15 September and 31 March, the player fails to return to Australia by the date required in writing by CA or the player's State Association (as applicable), other than as a result of a Force Majeure Event or circumstances beyond the control of the player; and
 - (ii) where the player plays cricket with an overseas club or any cricket team between 1 April and 14 September, the player fails to return to Australia by the date that is (3) days after the conclusion of the relevant overseas competition or seven (7) days before the first domestic fixture scheduled by CA for any domestic competition with respect to any State Association, whichever is earlier, other than as a result of a Force Majeure Event or three circumstances beyond the control of the player,

the player will be in breach of their Player Contract and CA or the State Association may commence the process set out in Article 11 (Grievance Procedure) of the MOU.
- (d) For the avoidance of doubt, notwithstanding the expiry of this Agreement on 30 June 2028 and the fact that players will return from their cricket commitments with

an overseas club or team after 30 June 2028, the ACA acknowledges and agrees that the formula for retainer deductions under paragraphs (a) and (b) will continue to bind all players granted permission by CA or a State Association to play cricket with an overseas club or team in accordance with Article 14.1 prior to 30 June 2028, subject to there being a replacement MOU agreed between CA and the ACA.

- (e) Retainer reductions pursuant to paragraph (a) above will not apply to any amounts payable from the Marketing Pool or under Marketing Contracts.
- (f) With respect to any player who is, in accordance with Article 14.1(b) or (d) above, granted permission by CA or a State Association to play cricket with an overseas club or team between 1 July and 30 June in any Contract Year during the Term:
 - (i) the player's W/BBL Team will, for every day the player is away during the W/BBL Competition Period reduce the player's W/BBL Contract retainer by 0.5% per day plus an additional 0.5% for each W/BBL Match for which the player is unavailable; and
 - (ii) if that player fails to return to the player's home State (being, provided the player is still contracted by that W/BBL Team, the location of the player's W/BBL team) on a date that is no later than three (3) days prior to the first match to be played by that W/BBL team during the W/BBL (other than as a result of a Force Majeure Event or circumstances beyond the control of the player), the player's W/BBL Team will, for every day the player is away reduce the player's W/BBL Contract retainer by 0.5% per day.
- (g) With respect to any player who is, in accordance with Article 14.1(c) or (d) above, granted permission by CA or a State Association to play cricket with an overseas club or team between 1 July and 30 June in any Contract Year during the Term:
 - (i) the player's T20 Spring Challenge Team will, for every day the player is away during the T20 Spring Challenge Competition Period reduce the player's T20 Spring Challenge Contract retainer by 0.5% per day plus an additional 0.5% for each T20 Spring Challenge Match for which the player is unavailable; and
 - (ii) if that player fails to return to the player's home State (being, provided the player is still contracted by that T20 Spring Challenge Team, the location of the player's T20 Spring Challenge team) on a date that is no later than three (3) days prior to the first match to be played by that T20 Spring Challenge team during the T20 Spring Challenge (other than as a result of a Force Majeure Event or circumstances beyond the control of the player), the player's T20 Spring Challenge Team will, for every day the player is away reduce the player's T20 Spring Challenge Contract retainer by 0.5% per day.
- (h) Nothing in paragraphs (f) or (g) prevents the W/BBL Team or T20 Spring Challenge Team from terminating the player's W/BBL Contract or T20 Spring Challenge Contract in the event the player fails to return to Australia by the required date. For the avoidance of doubt, notwithstanding the expiry of this Agreement on 30 June 2028 and the fact that players will return from their cricket commitments with an overseas club or team after 30 June 2028, the ACA acknowledges and agrees that the formula for retainer deductions under paragraphs (f) and (g) will continue to bind all players granted permission by CA to play cricket with an overseas club or team in accordance with Articles 14.1(b) or 14.1(c) prior to 30 June 2028.

- (i) Any and all amounts deducted from players' retainers in accordance with paragraphs (a) - (g) will nonetheless be recognised as player payments for the purposes of Article 5.
- (j) Where an amount is deducted from a player's retainer in accordance with Article 14.2, that amount will be included back into the relevant retainer pool from which the retainer was paid.

14.3 Approval to Play in Non-CA/State Association Matches

- (a) CA and State Associations will consider requests by players to play for clubs or any cricket teams that do not meet the criteria contemplated in Article 14.1 having regard to their usual policy that they will not approve players' participation in those matches unless the following minimum conditions are met:
 - (i) the match is not scheduled to be held in a location that is likely to place the player in any physical danger;
 - (ii) the match is a bona fide testimonial match for a player or a recognised charitable fund, or is a match promoted, managed and organised by the ICC or approved and endorsed by the ICC.
 - (iii) the promoter and the player agree to terms no less favourable to CA or the player's State Association as referred to in **Schedule D** - OCPA; and
 - (iv) the player is not at that time under suspension pursuant to any of the ICC Code of Conduct, the CA Code of Conduct, CA Anti-Doping Policy, CA Illicit Substances Rule, CA Anti-Harassment Policy or CA Racial and Religious Vilification Policy.
- (b) Nothing in paragraph (a) above prevents CA from refusing to approve a player's request to play in a particular match or from imposing additional conditions upon its approval for a player to play in a particular match.

Article 15 Licensed Products

Preamble

The key objective of CA's licensing program (the "**CA Licensing Program**") is:

"To deliver a licensing program that reflects the brand values of Australian Cricket while striving for revenue growth; a program is inspiring, enthralling, energising, warm, inclusive, personal and that focuses on quality."

The ability of CA to use contracted players' Attributes on and in various retail products is vital to the continued growth of the CA Licensing Program.

The parties agree that the contracted players and, where applicable, their licensed entities have certain rights in the players' Attributes and that CA has certain rights in those Attributes where those Attributes involve the use of Intellectual Property owned by CA.

In recognition of the fact that the use of the contracted players' Attributes with the Intellectual Property owned by CA is likely to result in the optimum returns to CA, the ACA and the players (or, if applicable, their licensed entities), the parties have agreed to the use of the contracted players' Attributes in accordance with the terms of this Article 15. Further, the ACA has agreed that in certain circumstances, CA will have the right to use the Attributes of past players who are no longer contracted players in various products that form part of the CA Licensing Program in consideration for certain payments being made to those past players (or, where the approval to use such Attributes is given on behalf of Past Player Licensees, to those Past Player Licensees).

Nothing in this Article is intended to limit CA's ability to use the contracted players' Attributes for the purposes set out in the Contracts (including Licensee Marketing Contracts), which the ACA acknowledges are covered by the consideration provided to players or permissible nominated entities under those Contracts (including Licensee Marketing Contracts).

15.1 The CA Licensing Program

- (a) The parties agree that CA has the sole right to produce, and to license others to produce, products designed for sale to the public that use Intellectual Property owned by CA ("**CA Licensed Products**"). CA Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, back-to-school products (e.g. lunch boxes, school bags, binders, pencils & pen sets), electronic and digital games, novelties, printed products (e.g. calendars, diaries, posters), videos, DVDs and Trading Cards.
- (b) In recognition of the fact that certain players' Attributes play a greater role in the sale of CA Licensed Products than others, the ACA has requested, and CA has agreed, that CA will share revenue from the sale of CA Licensed Products in accordance with the formula set out in **Schedule I**. This special revenue sharing arrangement means that revenue CA derives from the sale of CA Licensed Products is not included in the calculation of ACR, other than to the extent expressly provided for in this Article.

15.2 Authority – Attributes of Past Player ACA Members

- (a) The ACA warrants to CA that it has secured or will secure an agreement from each past player member of the ACA to the effect that the ACA has the legally binding authority to approve the use of the relevant player's attributes in a team-based product (as defined in **Schedule I**) and negotiate and accept payments for and on their behalf pursuant to this Article 15 only in full satisfaction of their rights with respect to the use of their Attributes in such products.

- (b) CA acknowledges and agrees that the ACA may grant approval pursuant to and in accordance with this Article 15 to the use of the Attributes of a past player member in, or to promote, a CA Licensed Product on behalf of a Past Player Licensee. In such circumstances, the ACA shall notify CA of the identity of the Past Player Licensee, the share of revenues payable in consideration for the use of the past player member's Attributes (as determined in accordance with this Article 15 and Schedule I) shall be payable, subject to Articles 15.7 and 15.9, not to the past player member, but to the Past Player Licensee, and the ACA shall procure the consent of the past player member and Past Player Licensee to the same.
- (c) The ACA warrants that where approval is granted by the ACA on behalf of a Past Player Licensee pursuant to paragraph (b) above in respect of the use of the Player's Attributes in a team-based product (as defined in **Schedule I**), it will do so with the lawfully binding authority of the Past Player Licensee to accept payments in accordance with this Agreement in full satisfaction of the Past Player Licensee's rights (and those of the relevant past player member) with respect to such use of the past player member's Attributes.
- (d) The ACA agrees to indemnify and hold harmless CA for any loss (including consequential loss), damages or expenses incurred by CA:
 - (i) as a result of actions taken by past players for additional payments to those received by those past players or their Past Player Licensees in accordance with Article 15 for CA Licensed Products approved by the ACA pursuant to this Article 15; and
 - (ii) for any inaccuracies, misstatements or omissions in the documents provided to CA pursuant to Article 15.9.
- (e) The ACA agrees and acknowledges that payments to past players or Past Player Licensees are without prejudice to the rights of CA with respect to the use of the Attributes of past players.
- (f) CA will not propose the use of the Attributes of a particular contracted or past player in, or to promote, a CA Licensed Product (in accordance with Article 15.5) unless the proposed CA Licensed Product meets the criteria set out from time to time in CA's Quality Control Guidelines.

15.3 Authority – Attributes of Current Players

The ACA agrees and acknowledges that, pursuant to and in accordance with their Marketing Contracts with CA (including Licensee Marketing Contracts), each of the then-current CA players (and other players holding Marketing Contracts with CA) or, where applicable their licensed entities that have been granted any rights to exploit the player's Attributes ("**Current Player Licensee**") will provide (and have provided) their authority to CA to use, or permit CA's licensees to use, that player's Attributes in connection with CA Licensed Products in accordance with this Article 15. In consideration for such authority, subject to Article 15.7, where a player's Attributes are used in, or to promote, a CA Licensed Product pursuant to and in accordance with this Article 15, CA will pay a share of revenues in accordance with Article 15.1(b) to the player or, where applicable, the Current Player Licensee, as required in accordance with the terms of the applicable Marketing Contract.

15.4 Australian Cricket Licensing Advisory Committee

- (a) The Parties agree to form and operate a committee, known as the Australian Cricket Licensing Advisory Committee (**ACLAC**). The ACLAC will be made up of four representatives of CA (as nominated by CA from time to time) and three

representatives of the ACA (as nominated by the ACA from time to time), or such other composition as CA and the ACA agree from time to time. The Chief Executive Officer of CA and the ACA may also attend any meeting of the ACLAC in addition to each parties' nominated representatives.

- (b) The ACLAC will meet at least twice per Contract Year as follows:
 - (i) once, prior to the beginning of each Australian cricket season and, unless agreed otherwise by the parties, not later than 31 July of each Contract Year ("**ACLAC Planning Meeting**"); and
 - (ii) once, after the conclusion of the Australian cricket season and, unless agreed otherwise by the parties, not later than 15 May of each Contract Year ("**ACLAC Review Meeting**").
- (c) At least seven (7) days prior to the ACLAC Planning Meeting, CA will provide the members of the ACLAC with an annual execution plan ("**Execution Plan**"), setting out CA's plan for that Australian cricket season with respect to:
 - (i) the types of Licensed Products CA intends to produce or approve for sale;
 - (ii) an outline of CA's objectives for the CA Licensing Program for that Contract Year and how it plans to achieve them;
 - (iii) the content CA intends to include in the Licensed Products (including for example, the balance between Men's and Women's content and International and W/BBL content); and
 - (iv) the expected timing of sale, to the public (where known),
for the purpose of consulting with ACLAC.
- (d) The parties acknowledge and agree that the Execution Plan is indicative only, and will not prevent or restrict CA from producing Licensed Products that are not in the Execution Plan.
- (e) CA will update the ACLAC throughout the Contract Year in respect of Licensed Products that were not included in the Execution Plan.
- (f) At least seven (7) days prior to the ACLAC Review Meeting, CA will provide the members of the ACLAC with an annual review document, setting out the following with respect to the preceding Australian cricket season:
 - (i) a summary of the CA Licensing Program's performance with respect to its objectives.
 - (ii) the royalty reports CA is required to provide the ACA with for the purposes of Article 15.6 of the MOU; and
 - (iii) opportunities for growth in the CA Licensing Program for the next Contract Year,
for the purpose of consulting with ACLAC.

15.5 Creation of CA Licensed Products

- (a) Subject to Article 15.8, where CA proposes to use the Attributes of a particular contracted or past player in, or to promote, a CA Licensed Product of a type referred to in **Schedule I**, CA will give written notice to the ACA detailing:
 - (i) the identity of all contracted and past players proposed to be used in the product;
 - (ii) the manner in which the player's Attributes are proposed to be used;
 - (iii) the estimated financial return for the product (and a simple division of that return by the number of persons identified in paragraph (i) above to indicate the estimated financial return for each such person) using the Proposed Financial Return schedule set out in **Form 2** (including estimated units produced, estimated wholesale price, royalty rate, total royalty payable, revenue sharing formula, player/licensee share of royalty and CA share of royalty);
 - (iv) the proposed classification of the product (i.e. team-based – generic, team-based – commemorative, player-based); and
 - (v) the proposed method of retail distribution of the product.

The notice will be given using **Form 2**.

- (b) If ACA reasonably disagrees with any details provided in the Form 2 with respect to Articles 15.5(a)(i) or 15.5(a)(iv) above, CA and the ACA will meet (in person or by telephone) within two (2) Business Days of receiving a notice referred to in paragraph (a) above (or as soon thereafter as circumstances permit) to resolve any such disagreements in good faith. If the parties are unable to agree on such matters within a further two (2) Business Days, the matters will be resolved in accordance with Article 24.
- (c) Subject to paragraphs (d) and (e) below, within:
 - (i) five (5) Business Days of the determination of matters referred to in paragraph (b) above, in the case of a player-based product (other than Trading Cards); and
 - (ii) seven (7) Business Days of the determination of matters as referred to in paragraph (b) above, in the case of a team-based product,

the ACA will notify CA's Licensing Manager to confirm whether or not the contracted players (or where applicable, the relevant licensee entity or entities) or, with respect to products listed in Articles 15.8(a), 15.8(e) and 15.8(f), the ACA, approves the proposed use of those Attributes. If a contracted player, the player's Current Player Licensee or the ACA, as the case may be, does not give this approval, the ACA must provide its reasons, the Current Player Licensee's reasons or the player's reasons, as the case may be, in writing to CA by such date.
- (d) The contracted player, Current Player Licensee or the ACA, as the case may be, must not unreasonably withhold approval under paragraph (c) above.
- (e) The ACA agrees that it has the authority from past player members to approve all team-based products, or in the case of player-based products, Trading Cards only, and as such will not require any further approval from past player members (or their Past Player Licensees) for such team-based products and Trading Cards and further the

ACA will comply in all respects with the approval process as set forth in paragraph (c) above with respect to the use of Attributes of past players.

- (f) In the case of Trading Cards, within seven (7) Business Days of the determination of the classification of the CA Licensed Product as referred to in paragraph (b) above as a player-based product, the ACA will notify CA's Licensing Manager as to whether or not the ACA approves the proposed use of those Attributes, which approval shall not be withheld unless solely as a result of (i) any misstatement or material omission in any of the Trading Cards or (ii) one player's Attributes being used in a disproportionately material manner compared with all other players (e.g., 20 Trading Cards for one player and 2 Trading Cards for all others in circumstances where the player has not won any major individual awards (e.g., the AB Medal)), in which case the Trading Cards shall be deemed to be approved once such misstatement, material omission or material disproportionate use of a player's Attributes is corrected by CA. If the ACA does not give its approval, it must provide details of the misstatement, material omission or material disproportionate use of a player's Attributes in writing to CA. For the avoidance of doubt, the ACA will not provide approval for the use of the Attributes of any past player who is not an ACA member, and will indicate in writing to CA any past players whose Attributes are used in any Trading Cards who are not ACA members. In order to enable CA to license the production of an appropriate product and ensure the appropriate consents, if any, are provided, the ACA will use its best endeavours to provide to CA prior to the commencement of each Contract Year a list of its members (it being understood that the consent of those members is required to permit such list to be provided to CA) and will, from time to time, provide CA with any appropriate updated lists during a Contract Year to the extent of any changes in its list of past player members.
- (g) If the ACA fails to notify CA of the contracted player's, Current Player Licensee's or the ACA's (as the case may be) decision under paragraphs (c), (e) or (f) above within the prescribed time period, CA must contact the ACA (by e-mail) to determine the status of the request for approval. If the ACA fails to notify CA of the contracted player's, Current Player Licensee's or ACA's (as the case may be) decision (by e-mail) on the request within a further two (2) Business Days after CA makes contact under this paragraph, CA's request under paragraph (a) above will be deemed to have been approved by the contracted player, Current Player Licensee or the ACA (as the case may be) in accordance with this Article 15.
- (h) CA agrees to maintain a register of each request under paragraph (a) above and will make that register available for the ACA to inspect during normal business hours upon providing CA with reasonable notice.

15.6 Player Payments for Commercial Use of Attributes

- (a) Subject to Articles 15.7, 15.8 and, payments to be made in accordance with Article 15.1(b) will be made by CA to the supplier of the right to use the player's Attributes (either the player, past player or licensee entity, as the case may be) on a quarterly basis by no later than the 15th day of the second month following the end of each quarter. For the avoidance of doubt this means that payments for the January to March quarter for example must be made by 15 May.
- (b) At the same time as payments are made in accordance with paragraph (a) above, CA will provide the payee pursuant to this Article 15 and the ACA with a royalty report including all details for the relevant period of:
 - (i) each product in respect of which the Attributes of players have been used;

- (ii) any other products for which contracted players or their licensed entities receive royalty payments (i.e. CA Generic Products); and
- (iii) the total gross amounts paid to players or their licensee entities for that quarter.

15.7 Electronic and Digital Games

The parties agree that, notwithstanding Article 15.6, the player/licensed entity share of revenue in connection with electronic and digital games shall be paid to the ACA for the benefit of the ACA in lieu of payments to players or their licensed entities, to be used by the ACA for example to offset membership dues of ACA members.

15.8 ACA Approval of CA Licensed Products on Behalf of Players

- (a) The parties agree that the ACA plays the role of approval facilitator pursuant to **Form 2** between CA and contracted players (or where applicable, their licensed entities). As requested by contracted players and their licensed entities, the ACA may provide approval for certain team-based products without seeking the approval of players or their licensed entities. For the avoidance of doubt, the ACA and CA agree that the following products will be approved by the ACA without resort to player approval (or the approval of any licensed entity) in accordance with this Article 15:
 - apparel;
 - back to school products;
 - calendars and diaries;
 - electronic games and digital games;
 - greeting cards;
 - novelties and collectibles (including, but not limited to, drinking mugs and containers, glassware, key rings, pins, brooches, badges, magnets and mouse pads);
 - playing cards;
 - posters;
 - stickers;
 - publishing;
 - stationery;
 - toys and games; and
 - DVDs/videos.
- (b) Subject to paragraph (e) below, all other team-based products (including memorabilia and music products) will be sent by the ACA to contracted players or their licensed entities for approval.
- (c) ACA approval as outlined in 15.8(a) will be subject to the same timeframes as outlined in 15.5(c)(ii).
- (d) The ACA will be responsible for notifying players or their licensed entities of any products it approves using their Attributes.
- (e) The ACA will be responsible for approving on behalf of players (or, if applicable, their licensed entities), without resort to player approval (or the approval of any licensed

entity), the provision of photographs containing player images for sale to the public from the CA website (whether the player images are in a team or individual context).

- (f) Notwithstanding that Trading Cards are to be treated as player-based products for revenue purposes, Trading Cards will be classified as team-based products for approval purposes only and, accordingly, approval of players or their licensed entities is not required and approval shall be provided by the ACA.

15.9 Payee to Provide Documentation

Prior to CA making any payments to past players or their licensed entities in accordance with Articles 15.1(b), 15.2(b) and 15.6 the ACA shall provide CA with the Australian Business Number ("**ABN**") of the past player or the player's licensed entity as well as a valid tax invoice for the purposes of the *Goods and Services Tax Act*. In the event that this information is not provided to CA as described above, the ACA, past players and their licensed entities (if any) acknowledge and agree that CA will withhold tax from the gross payment in accordance with its obligations under the *Taxation Administration Act* and remit the same to the Australian Taxation Office.

15.10 Classification of CA Licensed Products

- (a) The parties agree that the examples referred to in **Schedule I**, are to be used as a basis for determining any dispute under Article 15.5(b).
- (b) Generally speaking, the key to determining whether a CA Licensed Product is a team-based product or a player-based product is whether the ordinary person would be inclined to purchase the product because it represents the team or a particular player.
- (c) An individual player is unable to be the sole focus of, or receive any signature fees for, any CA Licensed Product that is properly classified as a team-based product.
- (d) The ACA warrants and agrees that any surrounding players in a player-based product (e.g. those surrounding the featured player(s)):
 - (i) automatically approve the use of their Attributes in the relevant product; and
 - (ii) will not receive any payments under this Article in relation to sales of that product.
- (e) Team-based products and player-based products are mutually exclusive.

15.11 State Association, W/BBL Team and T20 Spring Challenge Team Licensed Products

- (a) State Associations, W/BBL Teams and T20 Spring Challenge Teams also have the right to produce, and to license others to produce, products designed for sale to the public that use Intellectual Property relating to the State Associations and/or W/BBL and/or T20 Spring Challenge Teams and owned by the State Association and/or CA ("**State Association/W/BBL Team/T20 Spring Challenge Team Licensed Product**"). State Association/W/BBL Team/T20 Spring Challenge Team Licensed Products may include, but are not limited to, clothing, headwear and other apparel, cricket equipment, memorabilia, back-to-school products (e.g. lunch boxes, schools bags, binders, pencils & pen sets), electronic and digital games, novelties, printed products (e.g. calendars, diaries, posters), videos, DVDs and Trading Cards.
- (b) Where a State Association proposes to use the Attributes of a particular player in, or to promote, a State Association/W/BBL Team/T20 Spring Challenge Team Licensed Product then, subject to the State Player Contract, W/BBL Contract or T20 Spring Challenge Contract (as applicable) and with the exception of Article 15.1(a) and

15.2(e), the provisions of this Article 15 will apply so that all references to 'CA' are references to 'the State Association'.

15.12 Audit Rights

ACA's audit rights in respect of CA's Licensing Program are set out in Article 5.11 of this Agreement.

15.13 Definitions

In this Article 15, the following terms have the following corresponding meanings:

"Trading Card" means a collectible card (in physical or digital form) that may contain players' Attributes and may be used for trading to others. Trading cards may be imbedded in or used alongside other products, such as in electronic or digital games (for example 'Pro Team' mode in the Cricket 26 game developed by Big Ant Studios).

Article 16 Player Agent Accreditation

16.1 Operation of Agent Accreditation Scheme

- (a) The ACA administers and operates the Agent Accreditation Scheme that was established in 2012 (subject to the roles of the Accreditation Board and Appeals Committee as provided in the Agent Accreditation Regulations).
- (b) CA, State Associations, W/BBL Teams and T20 Spring Challenge Teams will provide the ACA with reasonable assistance requested by the ACA in relation to the operation of the Agent Accreditation Scheme. This assistance may include (without limitation):
 - (i) nomination by CA of a member of the Agent Accreditation Board;
 - (ii) provision of supervised facilities at their offices (if available) for Accredited Agents and Applicants for Accreditation to undertake examinations or testing;
 - (iii) use of suitable facilities at their offices (if available) for education, information or induction sessions for Accredited Agents or people who wish to become Accredited Agents; and
 - (iv) presentation of topics at education, information or induction sessions.

16.2 Contract Dealings only with Accredited Agents

- (a) Subject to applicable laws and Article 16.3(b) below, CA, State Associations, W/BBL Teams, T20 Spring Challenge Teams and the ACA will only “deal with” the categories of player representatives set out in Article 16.2(b) in the following dealings and discussions relating to Playing Contracts, Additional Services Agreements and/or CA Marketing Contracts with players (excluding Overseas Players):
 - (i) Negotiation, renewals or extensions of the above contracts;
 - (ii) Provision of information relating to the above contracts (including retainer amounts, ranking listings etc.);
 - (iii) Liaising regarding interviews relating to the above contracts;
 - (iv) Approval of personal endorsements; and
 - (v) Applications to play overseas cricket and approval of overseas cricket contracts.
- (b) The categories of player representatives solely with whom the matters listed in Article 16.2(a) can be discussed are:
 - (i) the Accredited Agent of the player;
 - (ii) the player himself or herself;
 - (iii) an immediate relative or legal guardian of the player; or
 - (iv) the ACA.

16.3 Engagement of Non-Accredited Agents

- (a) Notwithstanding Article 16.2, the parties acknowledge that players are free to engage the services of agents who are not Accredited Agents.
- (b) Nothing in Article 16.2(a) prohibits CA, State Associations, W/BBL Teams, T20 Spring Challenge Teams and the ACA “dealing with” agents who are not Accredited Agents or others persons acting on behalf of a player solely in relation to;

- (i) Administrative arrangements for:
 - Player appearances;
 - The execution of contracts; or
 - Media interviews;
- (ii) The provision of sponsor benefits to players;
- (iii) Team logistics;
- (iv) Processing of ACRA (retirement account) payments; or
- (v) Overseas Players, subject to Article 16.4below.

16.4 Overseas Agents

- (a) Notwithstanding Article 16.2, CA, State Associations, W/BBL Teams, T20 Spring Challenge Teams and the ACA will only deal with (in respect of the matters listed in Article 16.2(a)) a person who is not an Accredited Agent in relation to an Overseas Player if that person:
 - (i) has a contractual agreement or arrangement to represent that Overseas Player;
 - (ii) is living overseas; and
 - (iii) has provided to CA and the ACA a signed and completed "Player Agent Integrity Declaration".

Article 17 Player Internet Sites

Preamble

The parties acknowledge that the internet presents a number of opportunities for players. The parties agree that special rules should apply to Player Internet Sites (or internet pages dedicated to particular players) so that players may exploit those opportunities whilst at the same time preserving the interests of CA and the State Associations and W/BBL Teams and T20 Spring Challenge Teams.

17.1 CA Approval

The parties acknowledge and agree that clause 6 of the Australian Cricket Player Contract General Conditions sets out the processes and rules regarding players entering into personal agreements with third parties regarding various forms of media and that, subject to Article 17.2(b) below these processes and rules apply to Player Internet Sites.

17.2 Use of CA/State Association/W/BBL/T20 Spring Challenge Intellectual Property

- (a) Subject to paragraphs (b) and (c) below, Player Internet Sites must not contain any Intellectual Property of CA or a State Association or W/BBL Team or T20 Spring Challenge Team.
- (b) CA agrees that a player may permit a limited number of photographs incorporating the Intellectual Property of CA and/or a State Association and/or a W/BBL Team and/or a T20 Spring Challenge Team to appear on only one Player Website owned, operated or managed by that player or the player's representatives provided that such photographs are of the player in action.
- (c) CA agrees that a player may permit up to two (2) photographs incorporating the Intellectual Property of CA and/or a State Association and/or a W/BBL Team and/or a T20 Spring Challenge Team to appear on only three (3) Player Social Networking Sites owned, operated or managed by that player or the player's representatives, provided that such photographs are of the player in action.

17.3 Protection of Individual Player Endorsements

CA will use its best endeavours to ensure that its official internet site (cricket.com.au) does not use any players' image in a way that connotes a sponsorship or endorsement by that player of a third party (other than a CA Major Sponsor) whose goods or services compete with those of a competitor of that player's sponsors (as listed in, and varied in accordance with, the player's Contract).

17.4 Player Chat Sessions

- (a) The parties agree that chat sessions (i.e., online diaries, video diaries, expert comment, blogs, video blogs, voice recordings, etc and other extended communications) are generally taken to be an extended form of interview.
- (b) CA agrees that it and the State Associations and W/BBL Teams and T20 Spring Challenge Teams will not require any single player to engage in more than three (3) chat sessions each on the official internet site of each of CA and the State Association and the W/BBL Team and the T20 Spring Challenge Team in each Contract Year.
- (c) Unless a designated Player Appearance, CA or the State Associations or the W/BBL Team or the T20 Spring Challenge Team (as the case requires) will pay players who participate in chat sessions on the official internet site of CA, the State Association, the W/BBL Team or the T20 Spring Challenge Team at rates to be agreed between them.

- (d) Players must not engage in chat sessions on internet sites (other than the official internet sites of CA or a State Association or a W/BBL team or a T20 Spring Challenge team) within one (1) week of another two (2) contracted players.

Article 18 Australian Cricketers' Retirement Account

18.1 Objectives

The objectives of the Australian Cricketers' Retirement Account (the **"Account"**) are:

- (a) to provide post career benefits for all Eligible Contracted Players when they become Eligible Uncontracted Players and in other limited circumstances set out in the Modernised ACRA Rules; and
- (b) to assist a Player's transition from a professional cricket career to after professional cricket life; and
- (c) to provide a funding framework to ensure that amounts will be available at the end of a Player's career (i.e., when they become Eligible Uncontracted Players). For the avoidance of doubt, funding for the Account is sourced from the PPP as set out in Article 5 of the MOU and Players will only be entitled to any amounts from the Account in accordance with the Modernised ACRA Rules.

18.2 Transition of Account to the ACA from CA

- (a) CA operated and managed the Account since its inception in or about July 2001 pursuant to Applicable Prior Memoranda of Understanding (as relevant) until the Transfer Date defined in (b) below. The balance of the Account immediately prior to the commencement of the 2017-2022 MOU was carried over.
- (b) On or about 27 November 2018 (MOU Amendment Agreement No 3) pursuant to the 2017-2022 MOU it was agreed that the ACA took over ownership of the Account (**"Transfer Date"**) and its management in accordance with this Article 18.
- (c) The ACA warranted to CA on the Transfer Date that the ACA had the authority of all ACA Members to agree to changes to Article 18 of the MOU set out in MOU Amendment Agreement No 3 dated 27 November 2018.
- (d) On the Transfer Date, CA:
 - (i) paid the sum of \$54,863,147.55 (**"Transfer Amount"**) to the ACA to be held in the Account.
- (e) The ACA agreed from the Transfer Date, upon receipt of the Transfer Amount to:
 - (i) pay Eligible Uncontracted Players their Pre Transfer ACRA Benefits (as calculated on the Transfer Date), to the extent that the Transfer Amount is sufficient to meet that responsibility in accordance with Article 18.2.
 - (ii) release and indemnify CA, the State Associations and W/BBL Teams for claims (if any) made by Eligible Contracted Players, Eligible Uncontracted Players or their beneficiaries against CA, the State Associations and W/BBL Teams (including under this MOU and previous Memoranda of Understanding) in relation to:
 - A. a Pre Transfer ACRA Benefit to the extent that the Transfer Amount is sufficient to meet that responsibility; and
 - B. any ACRA Benefit after the Transfer Date;except to the extent caused by a breach by CA, the State Associations, W/BBL Teams and T20 Spring Challenge Teams of the MOU or a Playing Contract.
 - (iii) indemnify CA, the State Associations, W/BBL Teams and T20 Spring Challenge Teams for claims (if any) made by Eligible Contracted Players,

Eligible Uncontracted Players or their beneficiaries against CA, the State Associations, W/BBL Teams and T20 Spring Challenge Teams resulting from the ACA's breach (if any) of the warranty in Article 18.2(c) above.

- (iv) manage the Account in accordance with the Rules.
- (v) pay the Eligible Uncontracted Players ACRA Benefits in accordance with the Rules.
- (vi) acknowledge CA's ability to allocate at its discretion any favourable financial impact due to the transition of the ACRA to the ACA to strategic or other initiatives of CA's choice.

The above provisions in this Article 18.2(e) will not apply to those Eligible Uncontracted Players who elected to be paid their ACRA Benefits by CA on or before 7 October 2018.

18.3 The Account

- (a) The name of the Account is the "Australian Cricketers' Retirement Account".
- (b) The Account is for the provision of ACRA Benefits in accordance with the Modernised ACRA Rules. It is acknowledged that allocations to the Account are not part of a Player's mandated superannuation contributed by CA/State Associations/W/BBL/T20 Spring Challenge Teams.
- (c) At any time, the Account shall consist of:
 - (i) contributions to the Account as required by this MOU and the Applicable Prior Memoranda of Understanding
 - (ii) any income earned on the funds of the Account (which, for the avoidance of doubt, to the extent relevant, shall not be included in the calculation of Australian Cricket Revenue under Article 4 of this MOU);
 - (iii) any other adjustment to reflect investment returns of the Account as a result of the investment of the funds in the Account;
 - (iv) less any amount paid from the Account in accordance with the Modernised Rules and the Former ACRA Rules.
- (d) The Account shall be managed in accordance with the Modernised ACRA Rules.
- (e) The funds in the Account shall at all times be the absolute property of the ACA. Nothing in this MOU shall be taken as meaning or resulting in the ACA acting in a fiduciary capacity or as trustee of the Account or any part of the Account for the benefit of any Player or any other person.
- (f) No Player holds any right or beneficial interest in any of the funds held in the Account until such time as those funds have been paid to that Player in accordance with the Modernised ACRA Rules.
- (g) The Account commenced on 1 July 2001 for certain male Players. No ACRA amounts were allocated or provided for or payable for any male Players in respect of the period prior to 1 July 2001 as agreed in the 2012-2017 MOU with effect from 1 July 2017 (pursuant to Article 1.3), ACRA allocations were funded and provided in respect of female Players. Prior to 1 July 2017, unless otherwise agreed between the CA and the Player, no ACRA allocations were provided in respect of female Players.

18.4 Management of Account

- (a) From the Transfer Date, until the commencement date of this MOU, the Account was managed by the ACA in accordance with this Article 18 of the 2017-22 MOU and the Former ACRA Rules.
- (b) From the commencement date of this MOU, the Account will continue to be managed by the ACA in accordance with this Article 18 of this MOU and the Modernised ACRA Rules.
- (c) Subject to compliance with this Article 18 and the Modernised ACRA Rules, ACA may outsource some of the management functions of the Account to third-party provider(s).
- (d) The ACA and CA shall establish an ACRA Board of Management (“**ACRA BoM**”) to oversee ACA’s management of the Account. It will comprise up to six (6) people including:
 - (i) an appointed representative of the ACA (being a Member of the ACA’s Board or their nominee);
 - (ii) an appointed representative of CA (being a Member of CA’s Board or their nominee);
 - (iii) a suitably qualified independent chairperson, appointed with unanimous approval of the CA and ACA appointed representatives; and
 - (iv) up to three (3) additional members appointed by the ACRA BoM, that have relevant skills or experience such as in relation to financial, welfare, legal and/or investment matters.
- (e) Any decision of the ACRA BoM shall be by a simple majority vote except for any change to the Modernised ACRA Rules in accordance with (h) below which shall require a unanimous vote from all members of the ACRA BoM.
- (f) The ACA CEO, ACA’s ACRA Manager, CA CEO and CA’s Head of Financial Control may be invited by the Chairperson to be ex-officio (but non-voting) members of the ACRA BoM.
- (g) The ACRA BoM will be given certain delegated authority from the ACA Board (on a basis to be determined by the ACA Board) to make decisions or recommendations to the ACA’s Board regarding the Account that may include, amongst other things:
 - (i) to determine the eligibility of players to receive payments from the Account pursuant to the Modernised ACRA Rules;
 - (ii) the calculation of ACRA Benefits pursuant to the Modernised ACRA Rules;
 - (iii) the structure of ACRA Benefits or the applicable payment model (e.g. lump sum vs initial Lump Sum and Periodic Payments) pursuant to the Modernised ACRA Rules;
 - (iv) the appointment of an investment manager or other third party to manage or administer the assets of the Account; and
 - (v) the Rules (and any amendments required to them from time to time in accordance with (h) below).
- (h) The Modernised ACRA Rules may only be amended by unanimous vote of all members of the ACRA BoM. Any reference in this MOU to the Modernised ACRA

Rules will be taken to include any amendments made in accordance with this Article 18.4(h) that are in force at the relevant time.

18.5 Contributions to the Account

- (a) Subject to paragraph (c) below, in each Contract Year during the Term, CA will make payments to the Account allocated from the Player Payments Pool as specified in Items 13 to 18 of Part I of Schedule J. Subject to receipt of a valid tax invoice, these payments will be paid into the Account in advance of the Contract Year on or before the 30 June prior to the start of the Contract Year. CA shall provide all necessary information to the ACA annually to allow the ACA to provide for anticipated payments to Eligible Uncontracted Players in accordance with the Modernised ACRA Rules.
- (b) Additional amounts may be paid to the ACA (to be paid into the Account) from:
 - (i) Unspent PPP pursuant to Article 5.4(j)(iii) of the MOU; or
 - (ii) the PPP Adjustment Ledger pursuant to Article 5.6(d) or Article 5.10 of the MOU.
- (c) For the avoidance of doubt, the allocation from the PPP Adjustment Ledger does not give rise to an entitlement of a Player to any payment from the Account.

18.6 Payments from the Account

- (a) The ACA will make payments from the Account in accordance with the Modernised ACRA Rules.
- (b) The ACA and the Players acknowledge and agree that CA and the State Associations will not be responsible for any losses suffered by the Account, the ACA or any Player or the Player's beneficiaries if the whole or any part of the payments from the Account are not treated as Employment Termination Payments as defined in the Income Tax Assessment Act 1997.
- (c) The Players acknowledge:
 - (i) the ACA will be entitled to rely upon the advice of professional investment advisors and managers when considering investment matters in relation to the Account and that as a result of investment the Account can rise or fall.
 - (ii) due to the volatility of investment returns and the costs of investing, it is possible that the Account may be less than the initial amount paid by CA to the ACA to provide for anticipated ACRA Benefits for Eligible Contracted Players, or even nil or in a loss, at a time when they become Eligible Uncontracted Players.

18.7 ACRA Professional Advice

- (a) The ACA shall engage an auditor to audit the books of the Account on an annual basis at 30 June each year and be presented at the next available Meeting of the ACRA BoM.
- (b) The costs and expenses incurred in the management of the Account in accordance with Article 18 shall be paid out of the assets of the Account.
- (c) The ACRA BoM will provide input into the scope of the audit of the Account.
- (d) The audited accounts of the Account will to be shared with CA no later than 1 December each year.

Article 19 CA Marketing Contracts

19.1 Entry into CA Marketing Contracts

For each Contract Year, CA will enter into CA Marketing Contracts (as defined in the General Conditions – Player Contract) with players or their nominated licensee entities (“**CA Marketing Party or Parties**”) providing for additional payments to those CA Marketing Parties from a pool of marketing funds (contained in Item 1 of Part B of Schedule J) payable for the performance, as directed by CA, of Player Appearances and the use of player Attributes. These CA Marketing Contracts will be entered into with CA Marketing Parties in relation to each Contract Year (“**Initial CA Marketing Group**”), comprising:

- (a) all players who are offered a CA Player Contract and named in the Initial CA Contract List for the relevant Contract Year (“**CA Contract List Marketing Players**”) being a number of players no greater than permitted by Article 6 of this Agreement; and
- (b) up to eight (8) further players (or their nominated licensee entities) (“**Additional CA Marketing Players**”) to whom CA offers such CA Marketing Contracts and who agree to enter such CA Marketing Contracts.

In addition to the Initial CA Marketing Group, CA will enter into CA Marketing Contracts with each player who is upgraded to a CA Player Contract in accordance with Article 6 of this Agreement in the course of a Contract Year (or with their nominated licensee entity).

19.2 CA Marketing Pool

- (a) The amounts specified in Item 1 of Part B of Schedule J (in respect of the relevant Contract Year, the “Base CA Marketing Pool Amount”) shall be allocated in accordance with paragraph (b) below from the designated part of the Player Payments Pool to form the pool of funds to remunerate players (or their nominated entities) under the CA Marketing Contracts.
- (b) Subject to paragraph (c) below, in each Contract Year, on the 15th day of each month, CA will deposit a pro rata amount of the Base CA Marketing Pool Amount for the relevant Contract Year into an interest bearing facility (which facility will be reasonably agreed between CA and the ACA) (“CA Marketing Account”) for the duration of the Contract Year until it is paid to players (or their nominated licensee entities) after the end of the Contract Year (i.e. 1/12th of the relevant Contract Year’s Base CA Marketing Pool Amount will be paid into the facility each month). The interest earned on that amount (minus any amounts payable by CA to maintain such facility, which will be deducted from the amounts standing to the credit of the account and reimbursed to CA) will be credited to the CA Marketing Account for the relevant Contract Year for distribution.
- (c) If agreed between CA and the ACA, the amounts to be deposited under paragraph (b) above may be held in the same account as other CA funds, provided that:
 - (i) such amounts shall be credited at the equivalent time to a ledger to be maintained by CA (“**CA Marketing Pool Ledger**”);
 - (ii) no fees shall be deducted from the CA Marketing Pool Ledger; and
 - (iii) prior to any distribution to players (or their nominated licensee entities), the CA Marketing Pool Ledger shall be credited with compound interest, calculated on the 15th day of each month at the RBA Cash Rate (as that date).

19.3 Allocation of Marketing Points

- (a) Subject to paragraph (b) below, each CA Marketing Party will be allocated a number of marketing points for each Player Appearance by the relevant player or use of that player's Attributes (**"Marketing Points"**).
- (b) Where a player is upgraded to a CA Player Contract in the course of a Contract Year and neither the player nor the player's nominated licensee entity is part of the Initial CA Marketing Group for that Contract Year, the player (or the player's nominated licensee entity, if applicable) will only be allocated Marketing Points for Player Appearances or uses of the player's Attributes occurring after the player qualified for the upgrade to a CA Player Contract pursuant to the State Player Contracting and Remuneration Guidelines and the entering into of a CA Marketing Contract.
- (c) The number of Marketing Points to be allocated for a Player Appearance or use of player Attributes will be determined in accordance with the formula which has been agreed by CA and the ACA (as amended by CA and the ACA from time to time in writing), which takes into account:
 - (i) the marketing value of each player (to be determined by an agreed third party) having regard to criteria agreed by the parties; and
 - (ii) the specific and enumerated type of Attribute usage and/or Player Appearance undertaken (which will each be allocated a defined number of points based on a schedule agreed between CA and the ACA and contained in **Schedule N**).

19.4 Distribution of CA Marketing Pool

- (a) Subject to paragraph (g) below, on 15 September following the end of each Contract Year, each CA Marketing Party will be paid a share of the CA Marketing Pool in proportion to the total number of points allocated for Player Appearances by the player as directed by CA and uses of the player's Attributes as directed by CA, as a share of the overall number of points allocated to all CA Marketing Parties for that Contract Year.
- (b) CA shall provide a report to the ACA by no later than 1 August following the end of each Contract Year including:
 - (i) a ledger setting out all Player Appearances and Uses of Attributes (**"Marketing Activities"**) for which Marketing Points have been allocated during the Contract Year and the allocation of Marketing Points in relation to each such Marketing Activity;
 - (ii) the total number of Marketing Points allocated to all CA Marketing Parties for the Contract Year;
 - (iii) the number of Marketing Points allocated to each CA Marketing Party for the Contract Year and each CA Marketing Party's proportionate share of the CA Marketing Pool;
 - (iv) the amount of any taxes which CA intends to deduct from the payment to a player's nominated entity under paragraph (c) below; and
 - (v) the amount of the player's (or the player's nominated entity's) forthcoming net entitlement pursuant to this Article 19 to payment for the Contract Year (assuming the provision of a valid tax invoice).

- (c) The ACA shall provide the report provided under paragraph (b) above (**“Provisional CA Marketing Report”**) to the CA Marketing Parties, or their representatives, by no later than 14 August following the end of each Contract Year.
- (d) The relevant players or entities, or their representatives, shall advise CA of any inaccuracies in the Provisional CA Marketing Report by no later than 21 August following the end of each Contract Year.
- (e) CA shall provide a final version of the Provisional CA Marketing Report (**“the Final CA Marketing Report”**) by no later than 4 September following the end of each Contract Year;
- (f) The ACA shall provide the Final CA Marketing Report to the relevant players or entities (in the case of Licensee Marketing Contracts) or their representatives, by no later than 6 September following the end of each Contract Year.
- (g) Subject to CA’s compliance with paragraphs (b) and (e) above, where the counter-party to CA under a CA Marketing Contract is a player’s nominated entity:
 - (i) CA’s obligation to make or ensure payment by the date provided under paragraph (a) above shall be subject to the provision by the nominated entity of a valid tax invoice to CA by no later than 10 September following the end of the relevant Contract Year,
 - (ii) if the nominated entity does not provide a valid tax invoice by no later than 10 September following the end of the relevant Contract Year, but provides such tax invoice by no later than 25 September in that year, CA shall not be obliged to make or ensure such payment until 30 September in that year; and
 - (iii) if the nominated entity does not provide a valid tax invoice by no later than 25 September following the end of the relevant Contract Year, CA shall not be obliged to make or ensure such payment until thirty (30) days after the provision of a valid tax invoice; and
 - (iv) the player’s nominated licensee entity is responsible to ensure compliance by the player and the nominated entity with ATO Guideline draft PCG 2017/D11 as may be updated, amended replaced from time to time including through the issue of the Practical Compliance Guideline.
- (h) Subject to compliance with paragraph (b) and (e) above, the parties agree that, where CA’s counter-party to any CA Marketing Contract is not the player but the player’s nominated entity, CA will make or ensure payments under this Article 19 only after it is provided with a valid tax invoice and it deducts from such payments any withholding or other taxes required by law or any tax authority to be paid in connection with such payments. The appropriate tax treatment of such payments will be in accordance with the findings of any private tax ruling by the Australian Taxation Office.

19.5 Costs of Third Party Determination

Half of the cost of engaging a third party to determine the marketing value of each player pursuant to Article 19.3(c)(i) will be paid by the Player Payments Pool and the other half will be paid by CA from outside the Player Payments Pool, such total amount capped at \$20,000 per annum (i.e., a total of \$10,000 each per annum).

19.6 Ledger of Player Appearances

A ledger of Player Appearances performed by players pursuant to CA Marketing Contracts in the course of each Contract Year shall be maintained by CA and be made available to the ACA, Players and Accredited Agents.

19.7 Maximum Number of Player Appearances

- (a) Subject to Article 19.7(b) below, no CA Marketing Player (being a Player who, in accordance with Article 19.1, is party to a CA Marketing Contract or whose nominated licensee entity is party to a CA Licensee Marketing Contract) shall perform more than 30 Player Appearances in any Contract Year.
- (b) If a CA Marketing Player is requested by CA to and agrees to perform more than 30 Player Appearances, the relevant CA Marketing Party will not be allocated Marketing Points for such additional Player Appearance and payment for these additional appearances must not be made from the CA Marketing Pool or elsewhere in the Player Payments Pool, unless otherwise agreed by the ACA in writing.

19.8 Team or Team Building Activities

- (a) Approved Team or Team building activities which include or are facilitated by a commercial partner, as agreed by the ACA, will not be treated as Player Appearances under this Agreement or any Contract and will not be eligible to earn Marketing Points.
- (b) Notwithstanding 19.8(a) above, players will be allocated Marketing Points for the use of photographs, audio-visual footage or audio recordings taken at Approved Team or Team Building activities.

19.9 Clarification

Subject to the provisions of Article 19.4, the parties acknowledge that only CA Marketing Parties may be paid from the CA Marketing Pool.

Article 20 Professional Development Program

20.1 Australian Cricket Player Development Advisory Committee

- (a) The Parties agree to continue to operate a committee, known as the “Australian Cricket Player Development Advisory Committee” (“**PDAC**”) with the purposes of:
 - (i) promoting an environment that supports the holistic development of both male and female players;
 - (ii) validating and promoting the coordination and consistency of education and professional development and wellbeing programs in Australian cricket;
 - (iii) enhancing the role of player development within the sport; and
 - (iv) striving to maintain the successful and healthy culture of Australian cricket.
- (b) The objectives of the PDAC will be to create a forum for the ACA and CA to consult with each other regarding:
 - (i) the development and execution of, and provide feedback and support for the CA-ACA Professional Development and Wellbeing Strategies;
 - (ii) validating the outcomes and delivery of all CA-ACA Player Development and Wellbeing programs;
 - (iii) validating the outcome and delivery of all CA-ACA education programs;
 - (iv) assisting with the promotion of player development and wellbeing outcomes;
 - (v) contributing to, and monitoring the performance of, key CA-ACA research programs and related recommendations or findings; and
 - (vi) the engagement of third party suppliers in respect of the delivery of any CA-ACA Player Development and Wellbeing programs or CA-ACA education programs where:
 - (A) the third party supplier will materially interact with CA or State Association staff; or
 - (B) the delivery of such programs involves CA contributing resources (whether cash, in-kind and/or personnel).
- (c) The PDAC will meet three times per year and will be comprised of a number of members (including one independent Chairperson) to be agreed by CA and the ACA. The current makeup of the PDAC at the time of execution of this Agreement is as follows:
 - (i) One (1) independent Chairperson to be agreed by CA and the ACA;
 - (ii) Two (2) ACA Members appointed by the ACA from time to time (following prior consultation with CA) being one male and one female current Player at the time of his or her appointment to the PDAC;
 - (iii) One (1) ACA Member appointed by the ACA from time to time (following prior consultation with CA) who is a transitioning Player (i.e., a Player who has held a State Player Contract in the previous three (3) years of his or her appointment to the PDAC but no longer holds a CA or State Player Contract;

- (iv) CA's Executive General Manager High Performance and National Teams (or their nominee);
 - (v) CA's Head of National Development (or their nominee);
 - (vi) Either a State Association or Cricket ACT's CEO or General Manager of High Performance;
 - (vii) A then-current Player Development Manager ("**PDM**") as agreed by CA and the ACA from time to time;
 - (viii) The ACA's Chief Executive Officer (or their nominee); and
 - (ix) The ACA's General Manager Player Development and Wellbeing (or their nominee).
- (d) Quorum for a PDAC meeting will be five (5) Committee Members attending in person or by video or telephone conference, being at least two (2) authorised representatives of each of CA and the ACA. Subject to (e) below, resolutions will be required to be passed by a majority vote of the PDAC in attendance.
- (e) For the avoidance of doubt, unless otherwise expressly agreed in the PDAC by representatives of CA, CA will need to approve any funding or resources (other than PDMs) required of CA or a State Association to implement any recommendation of the PDAC, or relevant part thereof. The ACA will also require the approval of CA or the relevant State Association in relation to any implementation of any recommendation of the PDAC, or part thereof, that would have an adverse impact (in CA's reasonable opinion) on CA or a State Association's high performance or Sports Science and Sports Medicine programs.
- (f) The CEO's of CA and the ACA (or their nominees) may agree to develop and agree a PDAC Charter consistent with this Article.
- (g) CA's People and Culture Business Partner for High Performance & National Teams (or such other CA representative) and the ACA's Manager Programs and Wellbeing will:
- (i) provide administration and coordination services (including setting the Agenda and compiling information) and contribute to the PDAC meetings as requested;
 - (ii) not be members of the PDAC (nor hold voting rights); and
 - (iii) be required to attend every meeting.
- (h) CA and the ACA (in consultation with the Chairperson) may jointly invite guests with particular experience or expertise to assist or advise the Committee on any aspect of all CA-ACA Professional Development and Wellbeing Programs, such as a current member of the Australian Cricket Leadership Team. This invitation may be on an ad-hoc or continuous basis. A guest shall not possess any voting rights.

20.2 General Program Funding

- (a) The following amounts (less the amount specified in paragraph (b) and made available under paragraph (c) respectively for each Contract Year) will be paid in each Contract Year from the PPP by CA to the ACA (from Part A, Item 1 and Part B, Item 3 of Schedule J) in four equal instalments payable quarterly in advance on the first Business Day of

each quarter, for the general administration and operation of the PDP (“**General Program Funding**”):

2023-24	2024-25	2025-26	2026-27	2027-28
\$2,096,504	\$2,138,434	\$2,181,203	\$2,224,827	\$2,269,323

- (b) CA will be entitled to retain the following amounts from the General Program Funding and pay that amount in each Contract Year as salary (and superannuation required under relevant legislation) to its PDM, National Teams (or their nominated superannuation fund as required), with such amount to be determined annually pursuant to Article 20.3(d). The total amount available for CA in each Contract Year to pay its PDM, National Teams, in accordance with the above, is set out below. Any unspent amount will be remitted to the ACA and be dealt with in accordance with Article 20.5.

2023-24	2024-25	2025-26	2026-27	2027-28
\$125,000	\$127,500	\$130,050	\$132,651	\$135,304

- (c) Within 90 days of this MOU being executed, CA and the ACA will meet to discuss in good faith logistical arrangements relating to the PDM, National Teams becoming a CA employee. As part of the discussions, the parties will agree to an amount that CA (in addition to the amounts specified in paragraph (b) above) will be entitled to retain from the General Program Funding in each Contract Year to cover the types of costs the ACA is currently paying from the General Program Funding in respect of State PDMs which include the costs of travel to the annual PDP Player Development Manager Conference, player development and professional development. The extent of travel required to perform the PDM, National Teams role will be part of this discussion, as well as an entitlement for CA to retain an amount to cover the costs of agreed travel (including accommodation).
- (d) The parties agree that the total amount made available to CA under paragraphs (b) and (c) above will be no less than the amount budgeted for by the ACA under the 2022-23 MOU in each Contract Year for costs associated with the PDM, National Teams, when the position was employed by the ACA.

20.3 Player Development Managers

- (a) Each State Association must employ two (2) State PDMs (one for their male and one for their female programs), who will report jointly to the ACA General Manager Player Development and Wellbeing and the State General Manager of High Performance (or such other representative of the relevant State Association if agreed in writing by the ACA). The State PDMs will be co-branded (for example in relation to their attire and email signature) as being joint resources of the relevant State Association and the ACA.
- (b) CA must employ one (1) PDM, National Players who will report jointly to either CA’s Executive General Manager – High Performance & National Teams or CA’s Head of National Development (or such other CA representative if agreed in

writing by the ACA) and the ACA's General Manager Player Development and Wellbeing.

- (c) Subject to Article 20.3(d) below, in addition to the amounts paid to the ACA for General Program Funding, CA will pay from the PPP the amounts (as identified in Part A, Item 2 and Part B, Item 4 of Schedule J) as follows:

- (i) For each State Association, an amount to be paid by that State Association in each Contract Year as salary (and superannuation required under relevant legislation) to each of its State PDMs (or their nominated superannuation fund as required), with such amount to be determined annually pursuant to Article 20.3(d). The total amount available for each State Association in each Contract Year to pay its State PDMs, in accordance with the above, is set out below. Any unspent amount will be remitted to the ACA and be dealt with in accordance with Article 20.5.

2023-24	2024-25	2025-26	2026-27	2027-28
\$225,399	\$229,907	\$234,505	\$239,195	\$243,979

- (ii) The following amounts to the ACA in each Contract Year for player transition resources that are dedicated to working with players who have recently completed playing for CA and their State Association under a Playing Contract, but may still be playing in the W/BBL:

2023-24	2024-25	2025-26	2026-27	2027-28
\$149,684	\$152,678	\$155,731	\$158,846	\$162,023

- (iii) CA will ensure that Cricket ACT complies with the provisions of Article 20.3 and pays an amount in each Contract Year as salary (and superannuation required under relevant legislation) to its State PDM (or their nominated superannuation fund as required), with such amount to be determined annually pursuant to Article 20.3(d). The total amount available for Cricket ACT in each Contract Year to pay its State PDM, in accordance with the above, is set out below. Any unspent amount will be remitted to the ACA and be dealt with in accordance with Article 20.5.

2023-24	2024-25	2025-26	2026-27	2027-28
\$112,699	\$114,953	\$117,252	\$119,597	\$121,989

- (d) The ACA and CA will, within 60 days of this MOU being executed, seek to agree salary bands for both State PDMs and the PDM, National Teams as well as relevant factors to be used to assess professional performance, annual reviews and increases ("**Salary Band and Remuneration Guidelines**"). Any remuneration for State PDMs under Article 20.3(c) and the PDM, National Teams under Article 20.3(b) must be in line with the Salary Band and Remuneration Guidelines.

- (e) As from the 2023-24 Contract Year, funding will only be provided to a State Association for the employment of its State PDMs if:
 - (i) the State PDM supporting the male and female program is employed on a full-time basis or as otherwise agreed between the State Association and the ACA;
 - (ii) any work performed for the State Association by its State PDMs beyond the CA-ACA Player Development Program would need to be carried out by them outside required business hours for their PDM role set out in sub-clause (i) above and remunerated by the State Association separately; and
 - (iii) any new PDMs are employed based on the same position description agreed by CA and the ACA.
- (f) Provided the ACA pays the training costs of such pursuant to paragraph (g) below:
 - (i) each State Association must ensure that its State PDMs; and
 - (ii) CA must ensure that the PDM, National Teams,

attends each annual PDP Player Development Manager Conference and meets any compulsory professional development requirements as agreed by CA and the ACA from time to time.
- (g) Subject to the prior written approval of the ACA with respect to costs, the ACA will pay from the funds advanced under Article 20.2 the cost of any training required pursuant to paragraph (f) above.
- (h) CA (in relation to CA Players) and each State Association (in relation to its players with a State Player Contract (including Rookie players) and each CA Contracted Player designated to that State Association under his or her playing contract with CA) must ensure that its PDM, National Teams or State PDM, respectively:
 - (i) participates in a minimum of two (2) formal face-to-face meetings per Contract Year with each player regarding his or her individual professional development plan and a further four (4) informal consultations or meetings;
 - (ii) provides monthly status reports on the PDP activities of each player to:
 - (A) for the PDM, National Teams, CA's Executive General Manager – High Performance & National Teams or CA's Head of National Development (or as otherwise directed by CA and the ACA) and the ACA General Manager Player Development & Wellbeing; and
 - (B) for State PDMs, the Player's State Association and the ACA General Manager Player Development & Wellbeing (or as otherwise directed by the Player's State Association and the ACA); and
 - (iii) records all consultations with players in the Athlete Database System (or otherwise in accordance with such protocols as may be agreed by CA and the ACA from time to time).
- (i) The ACA General Manager Player Development and Wellbeing will act as a member of the recruitment panel appointed by any State Association for the purpose of selecting any new State PDMs.

20.4 Player Professional Development Activities

State Associations must:

- (a) provide all players contracted under State Player Contracts and Rookie Player Contracts with a minimum of a designated eight (8) hours during Business Hours each week outside the cricket season (i.e., outside the period October 1 to May 15) in each Contract Year to pursue CA-ACA professional development, other professional development, personal relationship/family or material community activities;
- (b) provide all players contracted under State Player Contracts and Rookie Player Contracts committed to pursuing professional development or material community activities with a minimum of a designated eight (8) hours during Business Hours each week during the cricket season in each Contract Year (excluding during the W/BBL Competition Period if the player is also party to a W/BBL Contract at the relevant time);

free of all playing, training and other State Association-mandated commitments to allow those players to pursue and engage in those activities. The time commitments outlined in paragraphs (a) and (b) above will be reviewed in advance of each Contract Year, with any material changes to be agreed by CA and the ACA.

20.5 Budget

- (a) The ACA shall consult with the PDAC on the annual PDP budget for the following Contract Year by 31 May in each Contract Year.
- (b) In parallel to the process described in paragraph (a) above, CA and the ACA will review the performance of each State PDM, in accordance with the PDM Salary Band and Remuneration Guidelines referred to in Article 20.3(d) above and the level of funding provided to CA and each State Association pursuant to Articles 20.2(b) and 20.3(c) respectively, and discuss whether additional funding should be provided to CA or any State Associations for the employment of the PDM, National Teams or a State PDM.
- (c) In the event that the budget for any Contract Year is not fully expensed, any savings will be reinvested into the Professional Development Program in a manner consistent with this Article 20.5.
- (d) Any funding provided under this Article 20 that has not been spent or committed at the end of the Term shall be carried forward and will be reinvested into the Professional Development Program after the Term, in a manner determined by the ACA but consistent with the terms of this Article 20 (including pursuant to Article 20.5(a) above), which survives the expiry or termination of this Agreement.

Article 21 ACA Past Player Program – Not Used for this MOU.

Intentionally blank as there is no World Cup scheduled in Australia during the term of this MOU.

Article 22 Occupational Health and Safety

22.1 National Committee on Player Occupational Health and Safety

- (a) CA and the ACA will maintain the Joint Committee on Player Occupational Health and Safety (the ***“Joint Committee”***) for the purpose of considering, workshopping and, where appropriate, providing recommendations in relation to health and safety issues relevant to CA, State Association and Rookie players.
- (b) The Joint Committee will consist of three CA nominees, three ACA nominees and one independent chairperson.
- (c) The chairperson will continue to be appointed by agreement between CA and the ACA.
- (d) CA and the ACA may, by written agreement, increase the size of the Joint Committee.
- (e) An ACA employee will have, as part of his or her role, designation as the administrative secretary of the Joint Committee.
- (f) Unless otherwise agreed by CA and the ACA, the Joint Committee will meet at least four times during each year on dates and at locations determined by the Chairperson.
- (g) Subject to this clause, the Joint Committee will be constituted and function in accordance with the Joint Player Health and Safety Committee Charter (which has been agreed by CA and the ACA) as may be amended from time to time by agreement in writing between CA and the ACA.

Article 23 Injury and Insurance

23.1 Injury Account

- (a) Subject to paragraph (d) below, all Injury Payments and Taxation for Non-Contractual Injury Payments required to be paid under Clause 11 of the General Conditions shall be paid out of a designated interest bearing account, which account is to be the same account as in place at the end of the 2017-2022 MOU ("**Injury Account**"), which shall be funded by CA in the amount set out in Schedule J (Part B, Item 5) during the Term.
- (b) The ACA and CA agree that the balance of the Injury Account (referred to in Article 5.2(a)(iii)) is to be rolled over from the 2022-2023 MOU in accordance with Article 23.1(e) of the 2022-2023 MOU.
- (c) Subject to paragraph (d) below, CA may deduct from the Injury Account any Taxation for Non-Contractual Injury Payments and any fees imposed by the financial institution holding the Injury Account.
- (d) The Injury Account will continue to take the form of a ledger to be maintained by CA ("**Injury Account Ledger**") (with the relevant funds to be held by CA in an account together with other funds), provided that in substitution for the interest described in paragraph (a) above, the Injury Account Ledger shall be credited with interest on the 15th day of each month based on the available balance of the Injury Account Ledger, at a rate equal to the Reserve Bank of Australia's published Cash Rate as at that date.
- (e) Unless otherwise agreed by CA and the ACA, any remaining balance in the Injury Account at the end of the Term shall be retained in the Injury Account for the purpose of funding future injury or employment compensation entitlements of players and Taxation for Non-Contractual Injury Payments.
- (f) On or from 1 July in any Contract Year (other than the first Contract Year), the ACA may request CA to provide the ACA with an account balance of the Injury Account from the previous Contract Year, and CA agrees to provide the account balance within 14 days of such request.

23.2 Appointment of Independent Expert

- (a) The ACA shall appoint an individual (who shall be selected in the ACA's absolute discretion) ("**Independent Expert**") to act as the appointed expert to resolve any matters which may be referred to him or her under Article 23.3 below during the course of the Independent Expert's appointment.
- (b) The Independent Expert's appointment shall expire at the end of the term as nominated by the ACA at the time of his or her appointment (as may be extended by the ACA in its absolute discretion) unless he or she resigns or his or her appointment is terminated by agreement between CA and the ACA.
- (c) The Independent Expert shall be eligible for re-appointment by the ACA.
- (d) The reasonable costs of the Independent Expert (as agreed between CA and the ACA, with the agreement of CA not to be unreasonably withheld) in relation to his or her appointment or any matter referred to him or her under Article 23.3(c)(ii) or (d) below shall be paid from the Player Payments Pool.

23.3 Determination of Injury Claims

- (a) Any claim for Injury Payments by a Player must be brought in accordance with the process set out in paragraphs (b) to (i) below.

- (b) The claim must be submitted to CA (for any Injury Payments claimed from CA) or the player's State Association or W/BBL team (for any Injury Payments claimed from the player's State Association or W/BBL team).
- (c) Within twenty (20) Business Days after receiving the claim under paragraph (b) above, CA or the Player's State Association (as applicable) must either:
 - (i) determine whether it believes that the claim is valid and advise the Player whether the claim is accepted or rejected; or
 - (ii) refer the matter for determination by the Independent Expert under this Article 23.3.
- (d) If a player's claim for Injury Payments has been rejected by CA or the player's State Association, the player (or the ACA on behalf of the player) may refer the matter for determination by the Independent Expert under this Article 23.3.
- (e) Within two Business Days after notice of the referral of any matter to him or her for resolution under paragraphs 23.3(c)(ii) or (d) above ("**Matter for Resolution**"), the Independent Expert must immediately notify CA, the ACA and any applicable State Association of the player's receipt of such notice.
- (f) In determining any Matter for Resolution, the Independent Expert:
 - (i) will act as an expert and not as an arbitrator;
 - (ii) must consider and determine any submission made to him or her by CA, the ACA, the player or any applicable State Association within 10 Business Days after he or she provided notices to that party under paragraph (e) above;
 - (iii) may, in the absolute discretion of the Independent Expert (subject only to the requirements of natural justice), consider any written or oral submission made to him or her at any time;
 - (iv) must, if requested by CA, the ACA, the player or any applicable State Association ("**Interested Party**"), provide that party with a written statement of reasons for his or her determination.
- (g) The Independent Expert's determination will be final and binding.
- (h) Subject to paragraph (g) above, if the Independent Expert's determination requires CA or a State Association to pay the player an amount of money, CA or the State Association (as applicable) must pay that amount solely from the Injury Account in accordance with the player Contract.
- (i) Subject to Article 23.2(d), all parties will bear their own costs of and incidental to any claim heard by the Independent Expert.

23.4 Funding of Claims for Excess Medical Costs

- (a) The liability of CA, State Associations, W/BBL Teams and T20 Spring Challenge Teams under Contract Term Excess Medical Costs Provisions and the Post Contract Excess Medical Costs Provisions, in each case for Excess Medical Costs for CA or State or W/BBL team or T20 Spring Challenge team (as the case may be) approved consultations, corrective surgery or rehabilitation treatment occurring during each Contract Year, shall be funded as follows:
 - (i) the first \$200,000 shall be drawn by CA from the Player Payments Pool;
 - (ii) any further liability of CA or State Associations or W/BBL Teams or T20 Spring Challenge Teams under the Contract Term Excess Medical Costs Provisions

- shall be funded by CA or the relevant State Association (as the case may be) from outside the Player Payments Pool;
- (iii) any further liability of CA or State Associations or W/BBL Teams or T20 Spring Challenge Teams under the Post Contract Excess Medical Costs Provisions shall be funded and be subject to the limitations of liability as follows:
 - (A) subject to paragraph (B) below, CA or any State Association or W/BBL team's or T20 Spring Challenge team's liability under a Post Contract Excess Medical Costs Provision of a player's Contract for Post Contract Term Advice Claims in relation to any single Cricket Injury shall be limited to a maximum of \$2,000, 50% of which shall be funded from the CA-ACA Professional Development Program funds set aside for such payments as agreed by CA and the ACA (if any) set out in Schedule J (Part B, Item 3) ("**PDP Injury Funds**") and 50% of which shall be funded by CA or the State Association or W/BBL team or T20 Spring Challenge team (as applicable) from outside the Player Payments Pool and the PDP Injury Funds;
 - (B) subject to paragraph (b) below, CA and State Associations shall together be liable from outside the Player Payments Pool and the PDP Injury Funds for a maximum aggregate of \$10,000 per Contract Year in respect of all Contract Term Advice Claims and for a maximum aggregate of \$10,000 per Contract in respect of all Post Contract Term Advice Claims.
 - (b) If either of the amounts set out in paragraph (a)(iii)(B) above are not exhausted in a Contract Year, the shortfall (together with any shortfall which was carried into the Contract Year from previous Contract Years solely during the Term) shall be added to the equivalent \$10,000 limit for the following Contract Year, provided, however, that in no circumstances shall CA be liable to make any payments under paragraph (a)(iii)(B) above an aggregate maximum of \$100,000 for the entire Term (except as provided under paragraph (c) below).
 - (c) Any payments required under the Post Contract Excess Medical Costs Provisions which are in excess of the relevant amount in relation to a Contract Year set out in paragraph (a)(iii)(B) above (as increased, if applicable, under paragraph (b) above) or the aggregate maximum of \$100,000 in relation to the Term shall be paid from the PDP Injury Funds, or, to the extent the PDP Injury Funds are insufficient to fund such payments, if from the Player Payments Pool if agreed by CA and the ACA, provided that in the absence of availability of such agreed additional funds, no such payments shall be required to be made to any Player pursuant to the Post Contract Excess Medical Costs Provisions once all monies referred to in paragraphs (a) and (b) above have been exhausted.
 - (d) If less than \$100,000 of payments are made during the Term by CA pursuant to the Post Contract Excess Medical Costs Provisions (excluding any amounts contributed from the Professional Development Program Fund or the Player Payments Pool), then that shortfall shall be applied for the benefit of, in the following order:
 - (i) the CA-ACA Professional Development Program Fund solely to the extent of any funds paid by the Fund pursuant to Article 23.4(a)(iii)(B) above;
 - (ii) the Player Payments Pool solely to the extent of any funds deducted from the Player Payments Pool in respect of any claims under the Post Contract Excess Medical Costs Provisions; and

- (iii) if any shortfall then remains, CA.
- (e) CA shall provide the ACA with an annual reconciliation of all amounts paid under paragraph (a) to (c) inclusive above.
- (f) CA and State Associations (including W/BBL and T20 Spring Challenge Teams) shall not be liable for any medical expenses or part of the costs of consultations, medical treatment or rehabilitation for players which were incurred before 1 July 2014 except to the extent that such costs are:
 - (i) due and payable pursuant to a player Contract entered before that date; and
 - (ii) claimed from CA or the relevant State Association or W/BBL Team before 26 March 2015.

23.5 Funding of Health Insurance

- (a) CA will pay the ACA from the Player Payment Pool on 1 July each contract year (or such later date agreed by CA and the ACA) the amount which represents a reasonable estimate (up to the amount specified in Part B, Item 7 of Schedule J) of the health insurance premiums for Rookie players and other players earning a retainer under a threshold as agreed and communicated from time to time by CA and the ACA to be covered under a policy and by a provider nominated by the ACA (**Eligible Players**).
- (b) Prior to the end of each Contract Year, CA and the ACA will determine the actual cost of health insurance premiums for Eligible Players, which may be up to the amount specified in Part B, Item 7 of Schedule J, and if that amount:
 - (i) is less than the amount paid to the ACA under Article 23.5(a), the ACA will remit to CA an amount equal to the difference; or
 - (ii) is greater than the amount paid to the ACA under Article 23.5(a), CA will pay to the ACA an amount equal to the difference from Part B, Item 7 of Schedule J.
- (c) Any Fringe Benefits Tax payable in respect of payments made under paragraphs (a) or (b) above will be wholly reimbursed to CA or State Associations (or W/BBL Teams or T20 Spring Challenge Teams) (as the case may be) from the Player Payments Pool.

23.6 Personal Accident and Corporate Travel Insurance

Subject to receiving all required cooperation from the relevant Player, the State Association, W/BBL team, T20 Spring Challenge team or CA (whichever policy is applicable to the Player) will claim from its insurers and pay to the Player (or, if applicable, the player's estate) without deduction (except for any excess or deductible payable by the State Association, W/BBL team, T20 Spring Challenge team or CA (as the case may be) in respect of such) any amounts payable and then paid under the State Association's or CA's (as the case may be) current Personal Accident and Corporate Travel insurance policy (which, for the avoidance of doubt shall be maintained in no less favourable than the form it was in as at 30 June 2017 in all material respects for the duration of the Term) in respect of the death, injury, liability of the Player, loss or damage to property of the Player or medical expenses incurred by the player, in each case solely in relation to the player's Contract or any Marketing Contract in relation to the Player.

23.7 Changes to injury payments and insurance

Any changes requested by the ACA to be made to this Article 23 or to the General Conditions in relation to injury payments, medical expenses or insurance will be conditional on any

additional costs being allocated to be paid within the Player Payments Pool (other than from the Injury Account).

Article 24 Dispute Resolution

24.1 Compliance with this Article

- (a) If a dispute arises between the ACA and CA (in relation to CA or on behalf of a State Association or W/BBL Team or T20 Spring Challenge Team) out of or in relation to this Agreement, other than in relation to the results of an audit performed under Article 5, (a “**MOU Dispute**”), a party may not commence any litigation proceedings relating to that MOU Dispute unless it has first complied with this Article.
- (b) MOU Disputes between CA or a State Association or W/BBL Team or T20 Spring Challenge Team and a player will be dealt with in accordance with the relevant Contract and not under this Article.

24.2 Good Faith Negotiations

If a MOU Dispute is not resolved through good faith negotiations within 21 days from the date on which written notice of the MOU Dispute is given by one party to the other (“**Notice Date**”), the parties shall refer the MOU Dispute to mediation.

24.3 Mediation

- (a) The mediator will be an independent person mutually agreed by the parties, but if no mediator is agreed within seven (7) days of the date of referral to mediation, the President for the time being of the Law Institute of Victoria will appoint the mediator.
- (b) The mediation will be conducted in accordance with the guidelines laid down by the appointed mediator having regard to the principles of best practice in mediation generally. If there is any inconsistency between those guidelines and this Article 24, the provisions of this Article 24 will apply.

24.4 Court Proceedings

If a MOU Dispute has not been resolved within twenty-eight (28) days of appointment of the mediator, any party may, after giving written notice to the other parties, commence litigation.

24.5 Interlocutory Relief

Nothing in this clause shall prevent any party seeking urgent interlocutory relief.

Article 25 Termination

25.1 Summary Termination

Unless undertaken as part of a bona fide corporate restructure, without prejudice to any and all other remedies which a party may have at law or in equity, either party shall have the right to terminate this Agreement automatically and without prior notice if:

- (a) the other party has a receiver, receiver and manager, administrator, investigator or liquidator appointed over all or any of its assets or if an order is made or a resolution passed for the winding up of that party;
- (b) the other party discontinues its operations, or ceases a material part of its operations so as not to properly give effect to this Agreement;
- (c) a sequestration order is made against the other party;
- (d) a petition for winding up of the other party is presented to the Court and not withdrawn or dismissed within 21 days of its presentation;
- (e) the other party makes an assignment for the benefit of its creditors; or
- (f) the other party applies for, consents to, or acquiesces in the appointment of a trustee, agent or receiver over any of its property, solely in relation to the other party becoming bankrupt or insolvent.

25.2 Termination by the ACA

The ACA may only terminate this Agreement:

- (a) in accordance with Article 25.1; or
- (b) if CA fails to pay any material amount due and payable to the ACA under Article 12, and those monies are not paid to the ACA within one (1) month of receipt by CA of a written demand from the ACA for its payment.
- (c) if CA fails to perform or observe any material obligation owed to the ACA pursuant to this Agreement and (where the breach is capable of being remedied) fails to remedy such breach within fourteen (14) days of a written notice from ACA to remedy that failure.

25.3 Termination by CA

CA may only terminate this Agreement:

- (a) in accordance with Article 25.1; or
- (b) if the ACA fails to perform or observe any material obligation owed to CA pursuant to this Agreement and (where the breach is capable of being remedied) fails to remedy such breach within fourteen (14) days of a written notice from CA to remedy that failure.

25.4 No Other Ground for Termination

Except as expressly detailed in this Article 25, neither party may terminate this Agreement.

25.5 Renegotiation Period

CA and the ACA agree to meet with one another on or before 31 July 2027 to discuss in good faith the potential renewal of this Agreement for a further term on mutually agreed terms.

Article 26 General

26.1 Notices

Any notice, demand, request or approval (a "**Notice**") given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must either be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail), by hand or by email to the address last notified by the intended recipient to the sender;
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, when delivered in the inbox of the recipient, provided that no bounce back or other out of office response is received,
- (d) but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4.00 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

26.2 Waiver

- (a) A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

26.3 Computation of Time

Where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

26.4 Assignment

Neither party will assign, novate, transfer or otherwise deal with any right or obligation under this Agreement, including this entire Agreement, without the other party's prior written consent.

26.5 Binding Contract

This Agreement once executed constitutes a legally binding contract.

26.6 Amendment of this Agreement

This Agreement may only be amended by a document in writing executed by CA and the ACA.

26.7 Confidentiality

- (a) CA and the ACA agree that this MOU may not be published on the website of either party (except in a members-only section of the ACA's or CA's website or a password-protected section of the ACA's website restricted only to Accredited Agents and/or ACA members) or provided to any other person except:

- (i) with the prior written consent of the other party (which consent shall not be unreasonably withheld);
 - (ii) to its employees or advisers;
 - (iii) to its directors or executive committee members (as applicable) or the directors of any State Association, or their advisers;
 - (iv) to CA, State, W/BBL or T20 Spring Challenge contracted players or their representatives or advisers;
 - (v) to past players or their representatives or advisers solely in relation to Article 15 of the MOU;
 - (vi) to any State Association, or its employees or advisers; or
 - (vii) to Accredited Agents.
- (b) Notwithstanding paragraph (a) above, CA agrees that the ACA may make this MOU available on a page of its website or a micro-site concerning the Agent Accreditation Scheme and provide this MOU to Applicants for Accreditation or prospective Applicants for Accreditation to whom it is not otherwise permitted to provide this MOU pursuant to paragraph (a) above, provided that:
- (i) before the relevant individual downloads, or is provided with, a copy of this MOU, he or she agrees in writing to keep this MOU confidential, except solely as required for the purposes of acting in accordance with the Agent Accreditation Scheme or seeking legal, taxation or financial advice in the course of and for the purposes of acting as a representative or adviser to players (or prospective players); and
 - (ii) he or she has provided his or her name and contact details to the ACA and the ACA retains those details and provides them to CA as and when requested.

26.8 GST

- (a) In this Article 26.8, a word or expression defined in *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.
- (b) Any consideration to be paid or provided for a supply made under or in connection with this Agreement or any Marketing Contract unless specifically described in this Agreement or the applicable Marketing Contract as GST inclusive, does not include an amount on account of GST.
- (c) If a party makes a supply under or in connection with this Agreement or any Marketing Contract in respect of which GST is payable, the consideration for the supply but for the application of this Article 26.8 ("**GST exclusive consideration**") is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- (d) The recipient of a supply made under or in connection with this Agreement or any Marketing Contract must pay the amount by which the GST exclusive consideration is increased:
 - (i) at the same time as the GST exclusive consideration is payable or to be provided; and
 - (ii) without set off, deduction or requirement for demand.
- (e) If a payment to a party under or in connection with this Agreement or any Marketing Contract is a reimbursement or indemnification, calculated by reference to a loss, cost

or expense incurred by that party, then the payment is reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

- (f) Where CA makes a payment from the Player Payments Pool for which it can claim an input tax credit, it shall only draw the value of the payment less the value of the input tax credit from the Player Payments Pool.
- (g) Where, pursuant to Article 21.5(d), CA sets off the value of any ACA Past Player Program Fixed Payments paid to the ACA (whether by way of drawing on any available balance in the ACA Past Player Program Fund or by offsetting against future amounts otherwise payable) and CA is able to claim an input tax credit for any such ACA Past Player Program Fixed Payments, it shall only offset the value of the relevant ACA Past Player Program Fixed less the value of the input tax credit.
- (h) CA need not make a payment for a taxable supply made under or in connection with this Agreement or any Marketing Contract until it receives a tax invoice for the supply to which the payment relates. CA's standard invoice terms are 30 days from the date of invoice.

26.9 Warranties

- (a) CA warrants it is authorized to enter into this Agreement on behalf of itself, the State Associations and the W/BBL Teams, and it does so in accordance with its constitution.
- (b) ACA warrants it is authorized to enter into this Agreement on behalf of itself and on behalf of its members who are or will be entitled to receive any remuneration or benefit under this Agreement and it does so in accordance with its constitution. The ACA agrees to notify CA of any CA, State, W/BBL or T20 Spring Challenge player who is party to a playing contract who is not a member of the ACA as soon as reasonably practicable after becoming so aware.

26.10 Cricket ACT

The parties agree that in Year 3 of this Agreement (FY26) they will discuss whether Cricket ACT should become a party to this Agreement. CA acknowledges that in order to agree to Cricket ACT becoming a party to this Agreement, CA and the ACA may require, amongst other things:

- (a) Cricket ACT satisfying CA and the ACA it can satisfy the required:
 - (i) funding and/or ACR contributions;
 - (ii) wellbeing and OH&S obligations; and
 - (iii) cricket and operational standards;required under this Agreement.
- (b) Cricket ACT having received High Performance approval from CA and the ACA regarding the implications for high performance, competition design, contracting and cost to the PPP.
- (c) Board approval.

Date of Agreement: 3 April 2023

SIGNED on behalf of **CRICKET AUSTRALIA** by)
its authorised representative in the)
presence of:)

Signature of Chief Executive Officer

Signature of Witness

Name of Chief Executive Officer

Name of Witness

Date

SIGNED on behalf of **AUSTRALIAN CRICKET**)
PLAYERS LIMITED by the Chief Executive)
Officer in the presence of:)

Signature of Chief Executive Officer

Signature of Witness

Name of Chief Executive Officer

Name of Witness

Date