

Player Participation Agreement

(Grand Prix Cycle 2012-2013)

This Agreement made as of May __, 2012 (the "Effective Date") is entered into among _____, a citizen of _____, passport number _____, with registered address _____ (the "Player"); AGON Limited, a company registered on the Island of Jersey (the "Organiser"), represented by Andrew Paulson, a U.S. citizen, appearing in the capacity of Director; and the Fédération Internationale des Échecs ("FIDE"), represented by its Executive Director, Nigel Freeman;

WHEREAS, the Organiser has been granted rights by FIDE to control, organise, market, promote, implement and otherwise exploit the FIDE World Chess Grand Prix Series 2012-2013 (the "Series");

WHEREAS, FIDE has confirmed that the Player is qualified under the Regulations (as defined below) to participate in the Series;

WHEREAS, the Player has confirmed that he/she will participate in four of the six Events, (as defined below) in the Series that are allocated to him by FIDE as set out in the Regulations;

WHEREAS, FIDE will supply the arbiters and other officials as required under the Regulations, will sanction the Series and will accredit the final results; and

WHEREAS, the Organiser undertakes to stage the Series and furnish the Prize Fund and pay all associated costs as required under the Regulations,

NOW THEREFORE, the Organiser, FIDE and the Player hereby agree as follows:

Article 1. Purpose of the Agreement

- A. The Agreement binds the parties for the purposes of securing Player's participation in the Series, which will be held in accordance with, and the Players participation will be governed by, all applicable and mandatory provisions of the official Regulations for the 2012-2013 FIDE Grand Prix (attached as Schedule 1), the handbook, the FIDE Statutes, Board decisions of FIDE, FIDE Code of Conduct, FIDE Code of Ethics, FIDE Anti-Doping Disciplinary Regulations and FIDE Laws of Chess (together the "Regulations").
- B. The Series will be comprised of six events (each an "Event" or together the "Events") to be held in six cities (each a "Host City" or together the "Host Cities") and on such dates as FIDE has announced, or shall notify Player from time to time, as described in the Regulations.

Article 2. The Obligations of the Player

A. Regulations.

The Player acknowledges and agrees that the Series is governed by the Regulations. The Player agrees to participate in the Series as set out in this Agreement and comply with the Regulations. In case of any conflict between the Regulations and this Agreement, the Agreement will prevail.

B. Attendance.

- i. The Player shall attend and participate in the Series by participating in each Event selected by FIDE in accordance with the Regulations and this Agreement, including the opening and closing ceremonies and other ancillary events and activities (including sponsor activities), reasonably required by the Organiser.

- ii. The Player commits to organise travel (to be reimbursed as described in the Regulations) so as to ensure attendance at both the Opening Ceremony and Closing Ceremony of each Event in which Player is to participate. Failure to attend either of these Ceremonies has consequences described in the Regulations.
- iii. The Player accepts and agrees to attend and participate in the official functions of each Event to which the Player may be invited including press conferences, media interviews, receptions and banquets. The Player will co-operate with the Organiser in connection with the Organiser's running of the Series, and will where appropriate assist in the delivery of rights to the sponsors and parties.

C. Rights.

- i. The Player agrees to be photographed, filmed, identified and otherwise recorded during the Events, both during and outside the competitions.
- ii. The Player accepts that such photos, films, footage and other recordings may be publicised and broadcast worldwide by any means (print, TV, internet etc.) and may be used by Organiser at no cost.
- iii. The Player agrees that photographs and moving images taken by the Player or at the Player's request at the Event shall be used solely for personal and non-commercial purposes.
- iv. The Player agrees that all other intellectual property rights arising from the Player's attendance, participation or performance at the Event (including without limitation any score sheets or other documentation created by the Player in the context of the Event) shall vest in the Organiser unconditionally and immediately on their creation.

D. Promotion.

- i. Absent explicit waiver from Organiser, the Player guarantees that no form of publicity or propaganda, commercial or otherwise, will appear on Player's person, sportswear, accessories or, more generally, on any article of clothing or equipment whatsoever worn, carried or used by the Player at or during the Event.
- ii. Absent explicit waiver from Organiser, the Player shall not at any time during the Events and during one week preceding and one week following each Event be associated with or promote any competitor of any of the sponsors of the Series (or any Event, if different) including without limitation featuring in any promotions or advertisements of such competitors.
- iii. Violation of this Section 4 provides cause for exclusion of the player from the Event with consequences described in the Regulations for non-appearance.

E. Comportment.

- i. The Player undertakes to behave properly under all circumstances and contribute in all aspects to the good image of the Events, of the Sponsors, of the Organiser, of FIDE and of the Host Cities.
- ii. The Player agrees that neither the Organiser nor FIDE will be responsible for any political, financial or other sanctions that local or national authorities may impose on the Player.

F. Dress.

The Player shall comply with all relevant dress codes and only wear appropriate clothing commensurate with the status and prestige of the Event and of chess. Players must, at all times, be smartly dressed with a jacket, non-denim trousers and formal shoes for men and an appropriate equivalent style of dress for women.

G. Use of Name.

The Player grant to the Organiser the right to use his/her name, image, likeness, signature and biographical details in connection with the Organiser's advertising, publicity, promotion, exhibition and commercial exploitation of the Series, the Organiser and FIDE.

H. Assurance.

- i. The Player agrees to provide the Organiser with any information it requires, and to undergo any tests as may be reasonably required by the Organiser, in order for the Organiser to obtain any insurance it may require in relation to the Series and/or the players.
- ii. The Player will comply with all reasonable requests of the Organiser in connection with its staging of the Series.
- iii. The Player hereby represents warrants and undertakes to FIDE and the Organiser that he is free to enter into this Agreement and will not do any act or thing which will interfere with or derogate from the full performance of their obligations under this Agreement.

I. Liability.

- i. The Player agrees to purchase all necessary insurances and participate in the Series at the Player's own risk.
- ii. Nothing implicit or explicit in this Agreement in any way obliges the Organiser or FIDE in any way and the Player explicitly indemnifies the Organiser and FIDE against any damages caused during the Event or in connection with it and for any loss of property, business, revenue, profits, opportunities, goodwill, reputation or any type of special, indirect or consequential loss whatsoever (even if such loss was reasonably foreseeable).

J. Exclusion.

The Player accepts that FIDE has the final and absolute authority to exclude the Player from the Event in case of non-compliance with the Regulations or in case of misconduct, the meaning of which shall also take into account local customs and traditions. To be formally excluded by FIDE results in immediate termination of this Agreement and all obligations of the Organiser or FIDE to the Player.

Article 3. Obligations of the Organiser

- A. The Organiser will organise, promote and commercialise the Series as set out herein serving the best interests of chess, complying with all applicable and mandatory provisions of the Regulations.
- B. The Organiser is obliged to provide the Prize Fund of €1,440,000 to FIDE, as described in the Regulations.
- C. The Organiser is obliged to provide logistical and hospitality support, as described in the Regulations.
- D. The Organiser is obliged to provide the conditions for play, as described in the Regulations.
- E. If the Series does not take place due to Force Majeure, and notice in writing of such cancellation or of the Series' not taking place is given by the Organiser to FIDE and the Players, the parties agree that they shall all be relieved of their respective obligations under this Agreement in relation to the Series without any party having any further liability to the other parties.

Article 4. Obligations of FIDE

- A. FIDE shall inform the Player and the Organiser of which of the four Events the Player will participate in as described in the Regulations, no later than 15 days following the final deadline for the signing of this Agreement as set out in the Regulations.
- B. FIDE shall nominate FIDE Principals as described in the Regulations.
- C. FIDE shall recognise and publish the results of the Event and the Events as described in the Regulations.
- D. FIDE shall pay the Player as described in the Regulations.

Article 5. Term of Agreement

The term of this Agreement shall commence upon the Effective Date and shall extend until the conclusion of the last Event (the "Term").

Article 6. Limitations of Liability and Disclaimer of Warranties

Neither party shall be liable for the acts of the other in carrying out this Agreement and, specifically, but not by way of limitation, neither party shall be responsible for the legal, financial or any other obligation entered into by the other in performing this Agreement.

Article 7. Termination

- A. Without prejudice to its other rights and remedies, any party shall be entitled to terminate its participation in this Agreement forthwith by notice in writing if:
 - i. another is in material or persistent breach of this Agreement so as to injure or otherwise affect that terminating party and such breach has not, if capable of remedy, been remedied within thirty (30) days of receipt of written notice from the injured party requiring such remedy; or
 - ii. another is in material or persistent breach of this Agreement so as to injure or otherwise affect that terminating party and such breach is not capable of remedy.
- B. Any innocent party who remains a party to this agreement following and notwithstanding termination by the terminating party referred to above shall be indemnified by the party who was in breach and who caused the termination for any losses or damages or costs that it may suffer as a result of the termination.
- C. In the event of termination, then the consequences set out in the Regulations shall apply.

Article 8. Force Majeure

A Force Majeure Event for the purposes of this Agreement shall mean any event or circumstance affecting the performance of this Agreement arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the party and, in particular, but without limitation, shall include strikes, lock-outs or other industrial action, terrorist action or threat of terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, volcanic activity, transportation difficulties, subsidence, structural damage (other than fair wear and tear), epidemic or other natural physical disaster, any legislation, regulation, rule or ruling of government, court or any competent authority (which shall include the IOC and CAS).

Article 9. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempted assignment is void.

Article 10. Governing Law

The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the Law of Switzerland. Any dispute between FIDE and the Player shall be conducted between them directly, and each shall jointly and severally indemnify the Organiser from any losses, costs or claims that may arise as a result thereof. The Parties agree time mediation initially to resolve any dispute. Thereafter, the place of trial is Lausanne (Switzerland).

Article 11. General Provisions

- A. Relationship of the Parties. Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.
- B. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- D. Notices. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognised overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, to the registered addresses.
- E. Any notice pursuant to Article 11 (d) shall be deemed to have been served:
 - i. if hand delivered on the date of delivery;
 - ii. if sent by international courier service on the business day on which signature of the recipient shows delivery; or
 - iii. if communicated by facsimile transmission, at the time of transmission, provided that where such delivery or transmission occurs after 6 p.m. on a business day, service shall be deemed to occur at 9 a.m. on the next following business day.
- F. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only.
- G. No Waiver. No waiver by any party of any breach of any of the terms or conditions of this Agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions. All rights, remedies, undertakings and obligations contained in the Agreement shall be cumulative and none of them shall be in limitation of any other rights, remedy, undertaking or obligation of any party.

Article 12. Announcements and Confidentiality

- A. No announcement, press release or reference concerning the subject matter of this Agreement or the Series or any ancillary matter shall, unless required by law or regulatory body, be made by FIDE or the Players without the prior written approval of the Organiser as to its contents. The Organiser may disclose the contents of this Agreement to any marketing partner or sponsor, provided that such marketing partner or sponsor undertakes to keep the contents of this Agreement confidential in a similar way as stipulated by this clause.
- B. Except as may be required by law or with the prior written consent of the other parties, no party shall disclose to any third party any confidential or secret current or future business, plans or other information of any of the other parties at any time acquired during the existence of this Agreement and not already in the public domain (except through breach of this Article 12.2).

Article 13. Entire Agreement

- A. Except as otherwise specified herein, this Agreement embodies the entire understanding between the Player, the Organiser and FIDE with respect to the Events and supersedes any prior or contemporaneous representations, either oral or written entered into by the parties with respect to the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties.
- B. Each of the parties acknowledges that: in entering into this Agreement, it does not rely on, has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or other provision (in any case whether oral or written, express or implied and whether negligently or innocently made) of any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; the only remedy available in respect of any misrepresentation or untrue statement made to such party shall be a claim for breach of contract under this Agreement; and nothing in this clause shall operate to limit or exclude any liability for fraud.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first written above.

The Player

The Organiser
Mr. Andrew Paulson, Director
AGON Limited

Dated: _____

Dated: _____

Mr. Nigel Freeman
On behalf of FIDE

Dated: _____