

Between

- (1) **Ebuyer (UK) Limited** (No. 3941136) whose registered office is at Off Ferry Road, Howden, East Yorkshire DN14 7UW (**Ebuyer**);
- (2) [*Insert Name of First Team Member*] of [*Insert Address of First Team Member*];
- (3) [*Insert Name of Second Team Member*] of [*Insert Address of Second Team Member*];
- (4) [*Insert Name of Third Team Member*] of [*Insert Address of Third Team Member*];
- (5) [*Insert Name of Fourth Team Member*] of [*Insert Address of Fourth Team Member*]; and
- (6) [*Insert Name of Fifth Team Member*] of [*Insert Address of Fifth Team Member*],

(together, **the Team**).

Whereas

- (A) Ebuyer was the organiser and operator of the "Ebuyer Counter-Strike:Source" team tournament held between 22 January 2007 and 18 March 2007 (**the Tournament**) which was won by the Team
- (B) As winners of the Tournament and in consideration of the performance by the Team with its obligations under this Agreement Ebuyer wishes to grant various rights to the Team upon the terms of this Agreement.

It is agreed

1 Definitions

1.1 In this Agreement, unless the context otherwise requires:

Equipment means the various hardware and software more particularly set out in the Schedule to this Agreement

Gameplay means the playing (whether in practice or in competition with others) of the *Counter-strike:Source* game

I-Series Events means the national gaming LAN Events organised by or on behalf of Multiplay (UK) Limited, known as the "i-series"

Member means each member of the Team

Name means "Team Ebuyer"

Online Forum means the players' chat forum located within the Team Ebuyer Site and located at <http://forums.ebuyer.com>

Team Ebuyer Site means www.team-ebuyer.com or any other website operated by or on behalf of Ebuyer from time to time

Team Manager means any person who is for the time being appointed by Ebuyer to manage any activities of the Team performed in connection with this Agreement

Term means the period from 18 March 2007 to 31 March 2008.

2 Grant of Rights

2.1 In consideration of the full and timely performance and observance by the Team of its obligations and warranties contained in this Agreement, Ebuyer hereby grants to the Team for the Term (**the Rights**):

- (a) the exclusive right to use the Name; and
- (b) the right for each Member to use and operate the Equipment; and
- (c) the right to access and remotely configure the following servers:
 - (i) public access to two (2) 32 Player CS: Source Servers; and
 - (ii) private (password-protected) access to one (1) 12 Player CS: Source Server, in each case hosted on behalf of Ebuyer (**Ebuyer Servers**).

2.2 Each Member acknowledges and agrees that title in and to the Equipment shall at all times throughout the Term remain vested in Ebuyer. Where Ebuyer considers in its reasonable opinion that each Member has performed its respective obligations under this Agreement, Ebuyer may in its sole discretion transfer to each Member title in and to the Equipment used by such Member throughout the Term.

3 Conditions of Grant

3.1 The Team acknowledges and agrees that the Rights granted under this Agreement are conditional upon each of the following:

- (a) each Member shall throughout the Term:
 - (i) attend and participate (at Ebuyer's cost) in at least 3 (three) I-Series Events;
 - (ii) participate, as the Team under the Name, in no less than 4 hours (which need not be performed consecutively) Gameplay (whether on the Ebuyer Servers or otherwise) in each week throughout the Term;
 - (iii) provide input in each month throughout the Term to each of:
 - (A) the Team Ebuyer Site; and
 - (B) the Online Forum;
 - (iv) in relation to each LAN event (including without limitation any I-Series Event) in which it participates:
 - (A) act in accordance with the rules of each such event and in accordance with ordinary principles of good conduct; and
 - (B) where any apparel and/or display any merchandise supplied by of on behalf of Ebuyer;
- (b) and each of the Members shall not:

- (i) without the prior approval of the Team Manager, participate (whether as part of the Team or as part of any other team) in any LAN event (including without limitation any I-Series Event), otherwise than under the Name;
- (ii) modify, adapt or otherwise alter any of the Equipment without the prior approval of Ebuyer;
- (iii) incorporate any software, method, hardware or other device which may create an unfair advantage at any LAN event (including without limitation any I-Series Event).

3.2 The parties shall discuss in good faith the participation of the Team (or any Member) in any activity other than those described at clause 3.1, as Ebuyer may require from time to time and no Member shall be obliged to attend such additional event(s) without that Member's the prior consent.

3.3 If any Member is unable to perform with any of its obligations under this Agreement, such Member shall promptly notify Ebuyer of such non-performance. Where Ebuyer expressly acknowledges and consents to any non-performance by any Member, such non-performance shall not be deemed to be a breach of the terms of this Agreement.

4 General

4.1 This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties.

4.2 Except as expressly stated in this Agreement, all conditions, warranties, stipulations and other statements whatsoever (except as to title to goods) that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law.

4.3 Termination of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to termination or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination.

4.4 No variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties.

4.5 Except as otherwise stated in this Agreement each party shall bear its own costs and expenses incurred in connection with the preparation, negotiation, completion and implementation of this Agreement and all ancillary documents.

4.6 The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement.

Signed by the parties or their duly authorised representatives on the date of this Agreement.

Schedule
The Equipment

Description of Equipment	Quantity
AMD AM2 Athlon 64 X2 5200+ Dual Core processor	5
ATI/Sapphire Radeon X1950Pro in Crossfire mode (2 cards)	5
Sapphire 3200M motherboard featuring ATI Crossfire technology	5
4GB of Corsair Dominator memory (with dedicated cooling fan)	5
Creative Soundblaster X-fi Music Xtreme	5
Western Digital RaptorX 150GB hard drives	5
Antec Nine Hundred high performance Case	5
Antec Truepower Trio 650W Power supply	5
Logitech G15 Gaming Keyboard	5
Logitech G7 Wireless precision Gaming Mouse	5
Logitech Z5450 surround sound speakers	5
Philips 20" Widescreen Monitor	5
Philips Gaming Headset	5
Microsoft Vista Premium Edition	5
ZyXel Homeplug Networking	5
ZyXel ADSL Broadband router	5

Signed by)
duly authorised for and on behalf of)
♦ Limited/plc)

Signed by [*Team Member 1*])
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Signed by [*Team Member 2*])
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Signed by [*Team Member 3*])
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Signed by [*Team Member 4*])
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Signed by [*Team Member 5*])
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