

5. In particular, and subject to Clause 6 below, the Manager will ensure that, in relation to every engagement which he/she arranges on behalf of the Boxer, the Boxer obtains terms which are fair and reasonable and as advantageous to the Boxer as are reasonably obtainable.

Possible conflicts of interest

- 6.1 The Manager will immediately notify the Boxer in writing if he/she is intending to arrange an engagement or engagements on behalf of the Boxer and;
- (i) The Manager will himself be the Promoter or other person with whom the Boxer will be entering into a contract;
 - (ii) The Manager has any financial or other association with the intended Promoter or other person which affects, or might reasonably be thought to affect, the Manager's ability to act independently in the best interests of the Boxer.
- 6.2 The Manager will not enter into any such engagements unless and until:
- (i) The terms offered to the Boxer are fair and reasonable and no less advantageous to the Boxer than the terms (if any) which the Boxer could reasonably have expected to obtain if the Manager had been wholly independent of the relevant Promoter or other person;
 - (ii) A written copy of those terms has been provided to the Boxer and they have been fully explained to him by the Manager;
 - (iii) The Boxer has been given a reasonable opportunity to consider those terms and to renegotiate them if he/she should so wish; and
 - (iv) The Boxer has accepted those terms or any renegotiated terms in writing.

Accounts and Receipts

- 7.1 The Manager will promptly:
- (i) Render to the Boxer a full and accurate written account of any money which the Manager receives, and any reasonable and proper expenses which he/she incurs in connection with the performance of his obligations under this Agreement; and
 - (ii) Pay to the Boxer any money which the Manager receives and to which the Boxer is entitled.
- 7.2 Should either party so require it, each party will submit his records of expenses to be inspected at any time during normal business hours by a registered auditor.

OBLIGATIONS OF THE BOXER

8. The Boxer Will:
- (i) Use his reasonable endeavours to keep himself in the best possible condition;
 - (ii) Comply with the rules and regulations of the BUI;
 - (iii) Accept and fulfil to the best of his ability all engagements which are reasonably arranged for him by the Manager in accordance with this Agreement; and
 - (iv) Promptly pay to the Manager any money which the Boxer receives and to which the Manager is entitled.
9. Save as is hereinbefore expressly provided, except with the Manager's prior written permission, the Boxer will not:
- (i) Arrange any engagements of the type which the Manager has undertaken to arrange; or
 - (ii) Authorise or permit any other person to arrange such engagements on his behalf.
- The Manager will not withhold this permission unreasonably.

RECEIPTS, EXPENSES AND COMMISSION

- 10.1 Any money which the Boxer or the Manager receives
- (i) As payment for an engagement arranged by the Manager during the period of this Agreement; or
 - (ii) From a Testimonial or other event or transaction incidental to the Boxer's profession which takes place during the period of this Agreement,
Shall be applied and divided as follows:
- 10.2
- (i) Any sums payable to the BUI shall be paid to it;
 - (ii) Any proper, necessary and reasonable training, travelling or other expenses incurred by the Boxer or the Manager shall be reimbursed to each of them.
 - (iii) 25 per cent of the balance shall be paid to or retained by the Manager by way of commission and
 - (iv) The remainder shall be paid to or retained by the Boxer.

10.3 For the avoidance of doubt, it is expressly agreed that:

- (i) The Manager shall not be entitled to receive or deduct any other payment or sum in connection with the performance of his obligations under this Agreement; and
- (ii) any professional fees incurred in arranging non-boxing engagements for the Boxer shall be paid by the Manager out of his 25%.
- (iii) The Manager shall not be entitled to be paid 25% or any sum in respect of monies received by the Boxer for engagements which are arranged by or for the Boxer with the permission of the Manager pursuant to Clause 9 hereof or where the permission referred to in Clause 9 has been unreasonably withheld.

DURATION

11. This Agreement shall continue in force for an initial period of _____ (not being more than 3 years). That period ("the Initial Period") may be extended in the circumstances set out in clause 12 below.

12.1 If during the Initial Period:

- (i) the Boxer wins an All Ireland, European or World Championship organised by a controlling body to which the BUI is affiliated; and
- (ii) at that time the Initial Period has less than two years to run, the Manager may serve a written notice ("an Extension Notice") extending the duration of this Agreement. Any such extension shall expire not later than 18 months after the date on which the Boxer wins the relevant Championship.

12.2 The Manager may serve only one Extension Notice in respect of this Agreement and he/she shall not withdraw such a notice without the written consent of the Boxer.

12.3 An Extension Notice shall be invalid and of no effect unless:

- (i) It is served on the Boxer, and a copy is served on the BUI, within 60 days of the Boxer winning the relevant Championship;
- (ii) It specifies the period of the proposed extension and, in particular, the date upon which that extension will expire; and
- (iii) It reminds the Boxer of his right to ask the BUI to disallow the proposed extension.

12.4 The Boxer may object to any such extension by serving written notice of objection on the Manager and the BUI within 30 days of the service of the Extension Notice. If he/she does so, and if that objection is held by the BUI to be reasonable, the Extension Notice shall be of no effect.

TERMINATION OF THIS AGREEMENT

13.1 The boxer or the Manager may terminate this Agreement by notice in writing if the other party:

- (i) is guilty of any serious breach of his obligations under it; or
- (ii) ceases for more than 60 days to be the holder of an appropriate current and unsuspended licence issued by the BUI.

13.2 The Boxer may terminate this Agreement in the event of the Manager having a bankruptcy order made against him.

DISPUTES AND ARBITRATION

14. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the BUI's Rules and Regulations. The procedures set out in those Regulations must be exhausted and an award must be made (including, if appropriate, an award made on appeal) before the Boxer or the Manager may commence any legal proceedings or make any application to a court.

NON-ASSIGNMENT

15. The rights and obligations conferred and imposed by this Agreement are personal to the parties and may not be assigned or transferred.

GENERAL

16.1 it is hereby agreed that nothing herein is intended to or shall constitute any partnership between the parties hereto.

16.2 Failure or neglect by either party to enforce at any time of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's right hereunder or in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's right to take subsequent action.

LAW

- 17. This Agreement shall be governed by and construed in accordance with Irish law.
- 18. The boxer hereby confirms that the within Agreement has been fully explained and/or translated to him on the date of this agreement by _____ of _____ who is known and trusted by him, and agrees to be bound by its terms, having fully understood the import and effect thereof.
- 19. Both the boxer and the manager hereby confirm and warrant to each other that they have received independent legal advice in respect of the within Agreement.
- 20. **Confidentiality**
The boxer and the manager each agrees that he/she shall not, without the other party's written consent thereto, discuss to any third party any information with respect to the financial terms and conditions hereof, except as:-
 - (i) necessary to comply with law or Court order
 - (ii) as part of any internal review procedure; or
 - (iii) in order to enforce his rights hereunder

Signed by the Boxer.....

Address

Dated

Witness..... Signature of Witness

Signed by the Manager

Address

Dated

Witness..... Signature of Witness.....

NOTICE BY A MANAGER TO A BOXER FOR WHOM IT IS INTENDED TO ARRANGE BOXING ENGAGEMENTS IN RELATION TO WHICH THE MANAGER WILL ACT AS OR BE ASSOCIATED WITH THE PROMOTER.

I, _____ in my capacity as your Manager pursuant to a Boxing Union of Ireland Boxer/Manager Agreement dated _____ hereby give you notice that:

I intend to arrange boxing engagements for you in relation to which I shall be acting as or associated with the Promoter of such contests.

In the event that I am successful in arranging such engagements, these will come within Clause 6.2 of the aforesaid Boxer/Manager Agreement.

Before entering into such engagements you have the rights set out in clause 6.2 of the aforesaid Boxer/Manager Agreement and the right to know the nature and extent of any financial association which I have with the intended Promoter.

This notice remains in force during the whole period of our Boxer/Manager Agreement as aforesaid and any lawful extension thereof.

In the event of any dispute between us as to the interpretation and effect of this notice, you have the right to seek the determination of such dispute by the Boxing Union of Ireland.

To the Boxer

Signed
(Manager)

I, the above mentioned Boxer, acknowledge that I have read and understand the contents of this notice.