



उत्तर प्रदेश UTTAR PRADESH

FF 324220

AGREEMENT

This agreement is made on this 3rd day of January, 2020 ("Effective Date") by and between:

ESI SPORTS INDIA PRIVATE LIMITED, a company, duly incorporated under the laws of India, having its registered office at Flat No. 24 , SN. 43/5, Warje Malwadi, BI-A, Nr. Ganesh Matha Mandir, Pune, Maharashtra, India, 411029 hereinafter referred to as "EUSAI- Univeisty league of ESI" or the "Company", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns and affiliates being the party of the FIRST PART;

AND

GLA University, hereinafter referred to as "University" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns and affiliates through _____ being party of the OTHER PART.

EUSAI and GLA University are hereinafter referred to collectively as the "Parties"



WHEREAS:

EUSAI have offices at:

1: EUSAI Official Mailing Address; Office No.1 LNT Heights, adjacent to Sai service station, Kondhwa Pune- 411048

2: Flat No. 24, Sn. 43/5, Wajre Malwadi, B1-A, Nr. Ganesh Matha Mandir, Pune - 411029

EUSAI is desirous of commercializing Indian university sports in the Indian subcontinent, and India in particular, by replicating university sports models followed in the United States of America ("USA") through unifying and aggregating Indian universities to participate in commercially viable sports tournaments and telecasting such commercially viable sports events for entertainment and monetization ("Business"). EUSAI intends to tap into the potential of Indian university athletes and provide a first of its kind platform for such athletes to showcase their talents, train and play at a national level. The Company recognizes the potential impact such exposure has to professional sporting events and the vast untapped potential and possibilities of commercialized university level sporting events including: the additional benefits to universities such as scholarships, additional revenue sources (such as merchandizing and television rights for the broadcasting of university level sporting events), potential recruitment opportunities for talented students, a sense of identity for their student body, promotion of team and school spirit, building a pan-India sports network, amongst others. Accordingly, the Company intends to utilize its expertise to create inter-university sports leagues intended to achieve this vast potential.

EUSAI intends to create a much-needed sports culture in the country by involving the interests of the general public through identities like logos, frequent exposure through TV and creating a fan-following for the Universities.

EUSAI intends to take the inter-university sports leagues to the international level by involving countries like Pakistan, Sri Lanka, China and Korea.

SUBJECT SPORTS OF EUSAI

For the first and second years of the term, EUSAI shall film and create footage for a minimum of the following University sports each of Year One and Year Two of the term:

American Tackle Football

Basket Ball

eSports

Kabaddi

Football

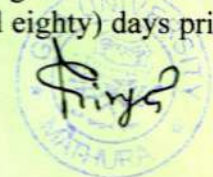
Volleyball

EUSAI has the right to add or remove any sport as per its commercial value to the Company.

EUSAI has the responsibility to film, create footage, and commercially exploit all the rights granted under this agreement on the basis of commercial viability and degree of Indian viewership.

EUSAI will promote the Participating Universities on television by providing students a platform to display their sporting talent and shall allow the broadcaster to film, edit and produce media of the games for Pan-India media distribution in the manner mutually agreed between parties and the broadcaster.

Tournament Schedule: University agrees that it shall, in consultation with EUSAI, modify the schedule of play for the tournament games for each University subject sport ("Tournament Game(s)") to accommodate the live television broadcast of said games. The University agrees that it shall work in good faith with EUSAI and the broadcaster to jointly develop, finalize, and publish a schedule of the dates of the Tournament Games and a schedule of the dates of games that will be broadcast on television ("Broadcast Game(s)") no later than 180 (one hundred eighty) days prior to the commencement of the Tournament Games.



Member Universities must provide student athlete information to the EUSAI through its subsidiary IndianInsantity.com

The intention, purpose and scope, while no guarantee, is to provide prize monies up to 5 Lakh for the winners of said tournaments based on aggregation of 32 member Universities and going public in the United States.

SHARING OF PROFITS

In addition to the scholarships and other programs, EUSAI and its Board will administer support programs for the universities, teams, players, coaches and other individuals involved in the subject sports for which EUSAI has rights.

It is agreed between the parties that EUSAI will be solely and 100% (one hundred per cent) responsible for carrying out all the necessary commercial ventures pursuant to the Grant of Rights and as such be responsible for 100% (one hundred per cent) of the expenses and retain the right to 100% (one hundred per cent) of any fiscal benefit to create long-term fiscal success for the national tournaments.

It is hereby agreed:

The University and EUSAI agree that the net profits from the sponsorship received from the title sponsor, co-sponsors, other commercial partners, merchandising, advertising, broadcasting rights fee received from the broadcaster, and any other category (not otherwise provided for) which raises revenue centrally for the University subject sport tournaments, net of all expenses, shall together comprise the "Central Pool".

From the amounts forming part of the Central Pool, the Company shall (i) purchase equipment as required for broadcasting the University subject sports, (ii) pay commentators, (iii) create commercials or otherwise publicize or promote the University subject sports, tournaments, and the participating universities (including the teams and players and all ancillary events) and (iv) travel of the representatives of EUSAI. The remaining amount in the Central Pool, after the expenditures, shall comprise the "Distribution Pool".

50% (fifty per cent) of the Distribution Pool for each season of each league shall be retained by the Company. The remaining 50% (fifty per cent) of the Distribution Pool for each season of each league shall be distributed among all registered participating universities in the manner set out below:

For the first 3 (three) years of the term, divided in equal proportion amongst all participating universities for the relevant season of the league for the relevant subject sport.

For each subsequent year of the term, divided among registered participating universities by a method of weighted averages of each participating university, which method shall be based on the NCAA weighted averages system based on the performance of the university in the league.

All deposits forming part of the Central Pool shall be collected in a separate account maintained by the Company intended solely for this purpose.

The Company shall be responsible for providing the University with bank statements for said account on a quarterly basis if requested by the University in writing. All deposits forming part of the Distribution Pool received by the Company shall be divided within a period of 60 (sixty) days from the end of each financial year.

The University shall ensure that all expenses and costs associated with the participation of the University in any subject sport tournament, such as expenses for travel, food, lodging and board of all players and staff of the team of the Participating University as well as their kit expenses, shall be borne by the University.



Mohit



Participating Universities shall be responsible for appointing any staff that may be required for the purposes of or the participation of their teams in the University sport tournaments, including any coaches, medical officers or event managers. The remuneration of all other expenses related to such staff, including for their travel, food, lodging and board, shall be the responsibility of the University.

All expenses in relation to public relations or advertisement locally and in the campus, of any University Sport Tournaments and/or any Team and/or any Player forming part of the Team fielded by the Participating University shall be the responsibility of the Participating University.

UNIVERSITY FEE

Registration fee is waived.

GENERAL COVENANTS

Universities are bound by model league rules (Bracket System) as and when issued by EUSAI. EUSAI shall, at the time of issuance, provide a copy to Universities. The Sport Rules shall include policies relating to anti-bribery, anti-corruption, anti-doping, team composition and other such policies as are generally applicable to sports tournaments of a similar nature.

INSTITUTION LOGO/NAME REQUIREMENT

The University shall select a name, logo and mascot for its team or from EUSAI and such name, logo and mascot cannot be modified, amended or replaced without the consent of EUSAI. Each University shall have the right to submit a concept/idea for a name, logo and mascot for the University to EUSAI. The parties hereby agree that the Company will own all commercial rights to the name, logo and mascot selected by the University and the University shall not have any rights in relation to such name, logo and mascot except to the extent permitted under this Agreement.

LOGO EVENT

The University shall host a public event for its student population, at which the name, logo and mascot shall be announced and publicized by the University, within 45 (forty-five) days of the University selecting a name, logo and mascot for its team.

The University will ensure that banners and other promotional material relating to the University subject sport tournament, the team, the name, logo and mascot shall be placed in prominent locations throughout the University premises, in accordance with the University subject sport rules issued by the Company.

REGISTRATION, TEAM ROSTER AND TEAM STATISTICIAN REQUIREMENT

The University shall register the statistics for all subject sports they participate in on the website Indianinsanity.com by their own respective representatives.

The University shall ensure to deliver team rosters to EUSAI 14 (fourteen) days prior to the commencement of Tournament Games by registering the relevant information on the website Indianinsanity.com. The rosters must include each player's name, jersey number, height, weight, shoe size, academic major, home city and such other information as required to be provided as per the website Indianinsanity.com. EUSAI shall have the sole power to decide if a Participating University shall not be allowed to participate in any University subject sport tournament in the event such Participating University does not meet the requirements stated above.

The University shall ensure that all the teams participating in Tournament Games have a full-time student to manage the statistics relating to each team of the University subject sport ("University Subject Sport Statistics"). The statistics shall include the common statistics customary for each University subject sport (such as points per game, field goal attempts, free throws made, free throws attempted, rebounds (offensive and defensive), blocked shots, steals, turnovers, and fouls) and, as required, be posted on the Indianinsanity.com website.



Insurance: The University shall ensure that the team that participates in University subject sport tournaments shall provide its own medical, travel and accident insurance for all members of its official party.

PROMOTION

EUSAI shall undertake reasonable measures to promote the University subject sport tournaments, the University subject sport intellectual property rights, the Participating Universities, the University, and the teams.

The University shall provide maximum promotion to the subject sport team(s), by ensuring that all merchandise, clothing and other items worn by its students at any sporting or intercollegiate events shall include the name, logo and mascot.

The University shall ensure that the official website of a Participating University contains the team name, logo, the University subject sport tournament and details of EUSAI in such a manner that creates maximum visibility for the teams and the University subject sport tournaments.

AFFIRMATIVE CONVENANTS BY EUSAI:

EUSAI will promote the Universities' Teams on national TV/Digital platform by providing students a platform to display their sporting talent and to organize a National Broadcast Company to shoot, edit and produce video of the games at inter-university events for pan-India media distribution.

EUSAI has exclusive rights to film the University teams in their competitions and also the "Host" University's team for the purpose of all electronic media coverage and rights discussed in 'Grants of Rights' below.

EUSAI will own and have the broadcast and media rights as discussed in 'Grants of Rights' below EUSAI is the only body to have rights to organize play between the winning Indian University basketball team against the Pakistan National Basketball team.

EUSAI agrees to assist the top identified athletes of Indian University teams participating in World University Games/Championships of their subject sports.

EUSAI will glorify and create Heroes from University teams through their performance statistics.

AFFIRMATIVE CONVENANTS BY UNIVERSITY

The University allows EUSAI to display their notices, posters and other promotion/communication materials at the respective zone tournament venues.

The University agrees that EUSAI will be responsible and shall have sole rights in its name to negotiate for merchandising, sponsorship, contracts, telecasting, etc.

The University will create and register a "Sports Logo" with EUSAI that shall resemble the essence of the name of the University and its environment.

The University will upload the statistics allowed/required by EUSAI on Indianinsanity.com for promotion and awareness of their athletes.

GRANT OF RIGHTS

The rights granted to EUSAI shall include the right to appoint sponsor(s), television rights, internet rights, audio rights, mobile rights, website rights or any variants of and of future technologies (whether existing now or created or discovered in the future), i.e. the right to transmit, re-transmit, broadcast, reproduce, issue copies, translate, adapt, record, copy or edit in any manner as required and otherwise use and exhibit for an unlimited number of times, the feed, footage, the unilateral commentary, gaming modules, programmes, highlights or images that may be developed by EUSAI or ancillary programming produced by EUSAI or any person appointed for the purpose, in the territory, and via all media and means of electronic and print communication to the public now known or hereafter invented (including but not limited to electronic communication, public address systems, cable and satellite television, analogue and digital terrestrial television, IPTV, HITS, DTH, and other addressable television sets/ platforms, the internet, mobile, radio, all forms of mobile communications technology and/or mobile broadcast technology and any other future



forms of media technology, media platforms, delivered to any and all devices and whether on a free, pay or pay-per-view basis, any form of on-demand services, by downloading, streaming and including any enhanced and interactive coverage, with or without user interface, on a linear, on-demand or other basis or exploitation on land, air or high seas by any form of media) whether live, near-live, delayed, deferred as highlights, clips or stills or whether data or information based, and in any languages (including dubbing rights) of the territory. A "Commercial License" will be a license granted to EUSAI by the University to use the Ames, photographs, likenesses and logos of the University, players and coaches as an endorsement in support of the Product.

MERCHANDISING & LICENSING AUTHORIZATION:

EUSAI will own all commercial and intellectual property rights, including copyrights and trademarks to the name, logo and mascot selected by the Universities but will share profit back to the concerned Universities.

Each Participating University, when purchasing equipment for the University subject sport and merchandise for players from their respective established systems, MUST contain the name, logo, and mascot. The vendors and/or Universities must submit an 8% (eight percent) Licensing Charge from the total of equipment and merchandise cost to EUSAI. The University undertakes that it will take all necessary steps as required to restrict and limit any form of piracy that is occurring in relation to any of the merchandise.

As part of this agreement, the University understands that they have the responsibility to both promote and grow the brand or logo of the university. EUSAI will restrict and limit any form of piracy that can potentially occur in relation to merchandizing.

All online sales of the merchandise of all Participating Universities that contain the name, logo and/or mascot shall be conducted exclusively through Indianinsanity.com or EUSAI authorized sites.

PLAYER RIGHTS

Each Participating University will ensure that each player from the Participating University executes a Player Undertaking in the format attached on Indianinsanity.com while registering. Recognizing the impact that the Company has on university level sporting events, the University undertakes that it shall procure, in the event any player makes the decision or contemplates to play professionally in any subject sport, the right to represent said player as an agent, advisor or otherwise to commercially exploit the rights relating to said player and the Player Characteristics. The right to represent said player professionally shall be first offered to the Company or any other entity designated by the Company. In the event the Company or any other entity designated by the Company does not accept the offer and agrees to act as the official agent, advisor or representative, on terms and conditions that are no less favorable than those offered to the Company.

EXCLUSIVITY

The University hereby confirms, agrees and undertakes that, during the subsistence of this Agreement, it shall not, whether directly or indirectly, deal, discuss, negotiate, engage etc. in any discussions or in any manner whatsoever deal or enter into any arrangement or agreements with any person on any aspect relating to the rights granted herein or any part thereof in any manner whatsoever.



EFFECTIVENESS, TERM AND TERMINATION

This Agreement shall commence on and from the Effective Date and shall continue and be in force for 10 (ten) years from the Effective Date (the "Original Term").

The Original Term shall stand automatically extended on the same terms and conditions for a period of 10 (ten) years. If the University desires to opt out prior to the completion of the 10 (ten) year period, they must give a 5 (five) year notice period to avoid automatic extension of the term. If the notification is not received 5 (five) years prior to the original tenure termination, there will be a 10 (ten) year automatic extension.

This Agreement may be terminated by mutual consent of the Company and the University.

The University has the right to send a notice in the event of any material non-compliance with any provisions of this Agreement provided that University has provided EUSAI a notice of such material non-compliance and EUSAI has not corrected such material non-compliance in a period of 1 (one) year.

CONFIDENTIALITY

No confidential information belonging to any party to this Agreement shall be disclosed by the receiving party to any third party. Disclosure of such confidential information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and representatives of the receiving party, who have been advised of their obligation with respect to the confidential information and are bound by confidentiality obligations similar to those imposed on the parties under this Agreement. Each party shall hold in strictest confidence, shall not use for any purpose other than this Agreement, and shall take all necessary precautions to secure all confidential information of the other party. EUSAI and the University hereby acknowledge that the content of this Agreement is confidential and agree to take whatever measures are reasonably necessary to preserve such confidentiality, unless disclosure is required by law. Any public announcement or disclosure in relation to this Agreement can be done by either party only through a press release which has been mutually agreed upon in writing by both parties prior to its release. The terms of this Agreement shall not be released as part of any public announcement and shall at all times be treated as confidential information by both parties.

NO PARTNERSHIP OR AGENCY

Nothing contained or implied in this Agreement shall be interpreted as constituting a partnership, agency or trust between the parties hereto and no party has any authority to bind the other party in any manner whatsoever.

JURISDICTION

In case any dispute, controversy, claim, suit, action or proceedings arise out of, in connection with or relating to this Agreement, including the breach, termination, expiration, enforcement, implementation or invalidity of this Agreement, the University shall be subject to exclusive jurisdiction of the courts in Delhi, to which the parties irrevocably submit.

SEVERABILITY

In case any provision of this Agreement is held to be invalid or illegal or unenforceable by a court of competent jurisdiction, the parties agree to substitute such provisions with comparable provisions so as to remove such invalidity, illegality or unenforceability, as the case may be. Invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity of the rest of the provisions of this Agreement, which shall remain binding on the parties in all respects.

EXECUTION

This Agreement shall be completed in duplicate, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the Effective Date.



NOTICE

All notices to be given or material to be submitted for approval under this Agreement shall be in writing and shall be deemed to be effective if delivered by hand or facsimile or sent by registered post to the addressee at its address set out herein below:

To University: _____

Address: _____

Attention:

Phone No.:

Fax No.:

Email:

To EUSAI:

Address: ESI Sports India Private Limited
Office No.1 LNT Heights, adjacent to Sai service station, Kondhwa Pune- 411048

Attention: Mr. Jeetu Hoodlani

Phone No.:

Fax No.:

Email: jeetu@esindia.com, mohit@esindia.com

or to such other address as the relevant party may notify in writing to the other.



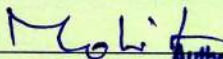
AMENDMENT

No modification or amendment to this Agreement, assumed by any party in connection with this Agreement, shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal on the date and place first hereinabove written.

For and on behalf of ESI Sports India Pvt. Ltd. (EUSAI).

For ESI SPORTS INDIA PVT. LTD.



Mohit Singh Rajawat, **Authorized Signatory**

Managing Director

Authorized Signatory

For and on behalf of GLA University.



ASHOK KUMAR SINGH
Registrar
GLA UNIVERSITY,
MATHURA (U.P.)

Authorized signatory