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AGREEMENT

This agreement is made on this 2nd day of March, 2017
("Effective Date") by and between :

ELITE UNIVERSAL SPORTS ALLIANCE INDIA PRIVATE LIMITED,

AND

**Regional Institute of Management and Technology (RIMT) University, Mandi
Gobindgarh, Punjab - 147301**

President
Elite Universal Sports Alliance India

Registrar
RIMT University
Mandi Gobindgarh



EUSAI

AGREEMENT

This agreement is made on this 22nd day of March, 2017 ("Effective Date") by and between:

ELITEUNIVERSAL SPORTS ALLIANCE 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**" 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 through President being the party of the **FIRST PART**;

AND

Regional Institute Of Management and Technology(RIMT) University , Mandi Gobindgarh, Punjab - 147301 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 Registrar being party of the **OTHER PART**.

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

WHEREAS:

EUSAI have offices at:

1: 101- A Sunshree Suntec. N.I.B.M Road, Kondhwa Pune – 411048

2: S.C.O. - 240. Ground Floor. Urban Estate Phase - 1. Patiala. Punjab - 147002

EUSAI is desirous of commercializing Indian university sports in the Indian Sub Continent, and both in USA 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 for entertainment and monetization ("**Business**").

- A. **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 that such exposure may bring to universities such as scholarships, additional revenue sources, television rights for the broadcasting of university level sporting events, potential recruitment opportunities for talented students, sources of income for the Universities from the exploitation of the media rights and merchandising, a sense of identity for their student body promotion of team spirit, building a pan India sports network, amongst others. Accordingly, the Company intends to utilize its expertise to create inter-university sporting leagues in the form of world class sporting leagues that intended to achieve this untapped

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Registrar
RIMT Uni-



EUSAI

potential.

- B. EUSAI intends to create a much needed sports culture in the country by involving interest of general public through identities like logos, constant exposure through TV, creating fan following for their Universities.
- C. EUSAI intends to take Inter University Sports Leagues on International level by involving countries like Pakistan, Sri Lanka, China and Korea.
- D. EUSAI has helped with numerous scholarships, equipment and exposure before and now want to take the Indian University sports at the highest spot it deserves.

AFFIRMATIVE CONVENANTS BY EUSAI :

- 1.1 EUSAI will promote the University's Teams on National TV by providing students a platform to display their sporting talent and to organize a National Broadcast Company to shoot, edit and produce games at Inter-University events for Pan - India media distribution.
- 1.2 EUSAI is allowed on an exclusive basis to film the Universities in the competitions and also the "Host" university for the purpose of all electronic media coverage and rights discussed in Grants Of Rights below.
- 1.3 EUSAI will own and have the broadcast and media rights as discussed in Grants Of Rights below.
- 1.4 EUSAI is the only body to have rights to make play winning Indian University team against Pakistan National Basketball team.
- 1.5 EUSAI agrees to assist the top identified athletes of Indian teams participating in World University Games/Championship of their Subject Sports.
- 1.6 EUSAI will glorify and create Heroes from Universities through their performance statistics.

2. AFFIRMATIVE CONVENANTS BY UNIVERSITY :

- 2.1 The University allows EUSAI to display their notices, posters and other promotion/communication materials at the respective Zone tournament playoffs.
- 2.2 The University agrees that EUSAI will be responsible and shall have sole rights in its name to negotiate for merchandising, seeking sponsorship, making contracts, telecasting etc.
- 2.3 The University will create and register a "Sports Logo" with EUSAI, that shall resemble the essence of the name of University and its environment.
- 2.4 The University will upload the statistics allowed/required by EUSAI on Indianinsanity.com for promotion and awareness of their athletes.

1. GRANT OF RIGHTS

- 1.1 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 or future technologies, whether existing now or created or discovered in the future) i.e. the right to transmit, retransmit, broadcast, reproduce, issue copies, make translation or adaptation, record, copy, edit

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in any manner as required and otherwise exploit and exhibit for an unlimited number of times, the feed, Footage, the Unilateral Commentary, gaming modules, programmes or 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 & 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 or as highlights, clips or stills or whether data or information based, and in any languages (including dubbing rights) of the Territory.

- 1.2 A **"COMMERCIAL LICENSE"** , will be a license granted to EUSAI by the University to use the names, photographs, likenesses, logos of the University , the players, coaches as an endorsement in support of the Product.

2. SHARING OF REVENUE / PROFITS

In addition to the scholarships and other programmes, EUSAI and the Board will administer support programs for the universities, teams, players, coaches and other individuals involved in Subject Sports for which EUSAI has rights hereunder.

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

- 2.2 It is hereby agreed:

- (a) University and EUSAI agree that the Net Profits from the sponsorship received from the title sponsor, co-sponsors, other commercial partners, merchandising, advertising, the 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"**.
- (b) 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 Sports, Tournaments, and/or the Participating Universities, including the Teams and Players and all ancillary events, travel of the representatives of EUSAI. The remaining amount remaining in the Central Pool, after the expenditures shall comprise the **"Distribution Pool"**.
- (c) 50% (fifty per cent) of the Distribution Pool for each Season of each League shall be

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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:

- i. For the first 3 Years of the Term, divided in equal proportion amongst all participating Universities for the relevant Season of the League for the relevant Subject Sport;
 - ii. 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
- (d) All receipts forming part of the Central Pool shall be received in a separate account maintained by the Company intended solely for the purpose of receiving the Central Pool.
- (e) The Company shall be responsible for providing University with bank statements for such account on a quarterly basis if requested by the University in writing. All receipts 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.
- 2.3 University shall ensure that all expenses and costs associated with the participation of the University in any Subject Sport Tournament, such as expenses of the 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.
- 2.4 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 and all other expenses in relation to such staff, including for their travel, food and beverages, lodging and board, shall be borne by University.
- 2.5 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 borne by the Participating University.

3. University FEE

NO REGISTRATION FEE FOR PUBLIC OR PRIVATE UNIVERSITY.

4. GENERAL COVENANTS

- 4.1 Universities are bound by a 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 and anti-corruption, anti-doping, team composition and other such policies as generally applicable to sports tournaments of similar nature.

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RIMT University
Mumbai, Maharashtra



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5. SUBJECT SPORTS OF EUSAI

5.1 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:

- (a) **American Tackle Football**
- (b) **Basketball**
- (c) **Hockey 5's**
- (d) **Esports**
- (e) **Kabaddi**

EUSAI has rights to add/remove the any sport as per commercial value deems fit.

5.2 EUSAI has the responsibility to film, create the Footage and commercially exploit all the Rights granted under this Agreement on the basis on commercial viability and ability to attract Indian viewership.

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

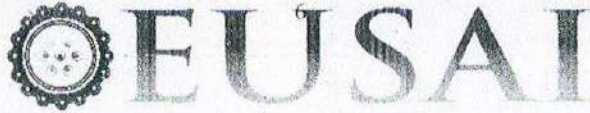
5.4 **Tournament Schedule:** University agrees that it shall, in consultation with EUSAI, modify the schedule of play for the Tournament games for each University Subject Sport ("**Tournament Games**") to accommodate the live television broadcast of games. University agrees that it shall work in good 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 Games**") no later than 180 (one hundred eighty) days prior to the commencement of Tournament Games.

5.5 **Broadcast Games:** Stadium sites for all Broadcast Games must be identified ("**Broadcast Stadium Site(s)**") by University and shall be communicated to EUSAI in writing no later than 120 (One Hundred Twenty) days prior to the commencement of the Tournament Games. EUSAI shall have 30 (thirty) days to inspect and certify the

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Broadcast Stadium Sites which must meet the standards. In the event that a Broadcast Stadium Site is not certified and approved by EUSAI, EUSAI shall promptly notify University of the items that fail to meet certification standards and University then has 30 (thirty) days from the date of notification to cure the shortfalls and obtain certification and approval of EUSAI for the Broadcast Stadium Site. In the event that the University does not obtain certification and approval of a Broadcast Stadium Site, EUSAI has the right to transfer and host the Broadcast Games to a stadium site of its choice.

5.6 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 share revenue back to the concerned Universities.

- 5.6.1 Each Participating University ,when purchasing equipment for the University Subject Sport and Merchandise for Players from their respective established systems , MUST contain the Mascot, Name and Logo.
- 5.6.2 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.
- 5.6.3 University shall cooperate to purchase Merchandise for its general student population and support base. EUSAI will decide regional zonal manufacturers by setting up a board consisting prominent University officials which will control the original creation, quality, variations and types of the products. EUSAI will restrict and limit any form of piracy that can potentially occur in relation to Merchandise.
- 5.6.4 All online sales of the Merchandise of all Participating Universities that contains the Mascot, Name and Logo shall exclusively be conducted through the Indianinsanity.com only.

6. Institution Logo/Name Requirement

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

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7. LOGO Launch Event

7.1 University shall procure that each University shall host an event for its student population, at which event the Mascot, Name and Logo shall be announced and publicized by the University, within 45 (forty five) days of the University selecting a Mascot, Name and Logo for its Team.

7.2 University shall procure that each University ensures that banners and other promotional material relating to the University Subject Sport Tournament, the Team, the Mascot, Name and Logo name shall be put up in prominent locations at the University premises, in accordance with the University Subject Sport Rules issued by the Company from time to time.

7.3 The Broadcast Stadium Site is required to have the Mascot, Name and Logo of the University on the court.

8. Registration, Team Roster and Team Statistician Requirement

8.1 University shall register the statistics for all Subject Sport they participate in, on the Indianinsanity.com by their own respective sources.

8.2 University shall ensure to deliver team rosters to EUSAI prior to 14 (fourteen) days of the commencement of Tournament Games by registration on the Indianinsanity.com. The rosters must include the player name, jersey number, height, weight, and shoe size, academic major and home city and such other information as required to be provided as per the Indianinsanity.com. EUSAI shall have the sole discretion to cause a Participating University to not participate in any University Subject Sport Tournament in the event such Participating University does not meet the requirements.

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

8.4 Insurance:

University shall ensure that the team that participates in University Subject Sport Tournaments shall provide its own medical, hospitalization, travel and accident insurance for all members of its official party.

8.5 Agency Rights:

EUSAI has right to match any outside agency and must be given full transparency regarding any outside offer.

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9. PROMOTION

- 9.1 EUSAI undertakes that it shall take reasonable endeavors to promote the University Subject Sport Tournaments, the University Subject Sport Intellectual Property Rights, the Participating Universities, University, and the Teams.
- 9.2 University shall ensure to provide maximum promotion to the Team, all merchandise, clothing and other items worn by its students in any sporting or inter collegiate events shall include the Mascot, Name and Logo.
- 9.3 University shall that the official website of such Participating University, contains the Logo, details of EUSAI, the University Subject Sport Tournament, Name and Logo, in a manner that permits maximum visibility is provided to the Teams and the University Subject Sport Tournaments.

10 PLAYER RIGHTS

Each Participating University to ensure that each Player of such Participating University executes a Player Undertaking, in the format attached on Indianinsanity.com while registration.

11 EXCLUSIVITY:

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 arrangements or agreements with any Person on any aspect relating to the Rights granted herein or any part thereof in any manner whatsoever.

12 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").

12.1 Such Original Term shall stand automatically extended on the same terms and conditions for a period of 10 years, unless a 5 year written notice is given.

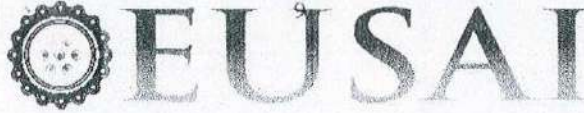
12.2 This Agreement may be terminated with mutual consent of the Company and the University. To terminate the university must submit in written 60 days prior.

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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 cured such material non compliance in a period of 1 (one) year.

13 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 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. 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 the Parties.

14 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.

15 JURISDICTION

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

16 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 negotiate 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.

17 EXECUTION

This Agreement shall be executed 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.

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Registrar
RIMT University
Mandi Gobindgarh



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18 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: **Regional Institute Of Management and Technology(RIMT) University ,
Mandi Gobindgarh, Punjab -147301**

Attention:

Phone No.: 1800 137 0022

Fax No.:

Email:

To EUSAI:

Address: **EliteUniversal Sports Alliance India.
101- A Sunshree Suntec. N.I.B.M Road, Kondhwa Pune - 411048**

Attention:

Phone No.:

Fax No.:

Email:

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

19 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.

ELITEUNIVERSAL SPORTS ALLIANCE INDIA PRIVATE LIMITED.
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President
Elite Universal Sports Alliance India

Registrar
RIMT University



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 **Elite Universal Sports Alliance India.**

President

Elite Universal Sports Alliance India

Authorised signatory

For and on behalf of **RIMT University**

Registrar

RIMT University

Mandi Gobindgarh

Authorised signatory