



*Dated 01<sup>st</sup> August, 2017*

## MEMORANDUM OF UNDERSTANDING

*SPORTS AUTHORITY OF INDIA (SAI)*

*AND*

*SUNRISE SPORTS (INDIA) PRIVATE LIMITED  
(SUNRISE)*



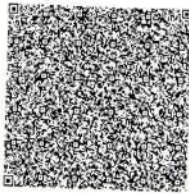
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## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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### Memorandum of Understanding (MOU)

This Memorandum of Understanding (MoU) is signed and executed on 1<sup>st</sup> August 2017, at New Delhi between:

**SUNRISE SPORTS (INDIA) PVT. LTD.** (hereinafter referred to as "Sunrise"), a Company incorporated under the provisions of Companies Act 1956/2013 in the Republic of India and having its

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

registered address at 62, UGF, World Trade Centre, Babar Road, New Delhi – 110001 and Corporate office at 6<sup>th</sup> floor, Salcon Aurum, Jasola District Centre, Delhi 110025, India of the first part through its authorized representative Mr. CP Gupta, which expression shall unless it is repugnant to the context of meaning hereof, includes its successors, nominees and assignees of the First Part

AND

Sports Authority of India(hereinafter referred to as "SAI") having its registered office at Jawaharlal Nehru Stadium Complex, Lodhi Road, New Delhi-11000. India acting through its authorized representative Shri Roque Dias Executive Director (Special Projects), which expression shall unless it is repugnant to the context of meaning hereof, includes its successors, nominees and assignees of the Second Part

The expressions "Sunrise" and "SAI" shall include their successors and permitted assignees where the context so admits;

SUNRISE is also hereinafter referred to as the 'SPONSORS' in this MOU.

SAI and SUNRISE are individually referred to as 'Party' and collectively referred to as the 'Parties'.

**WHEREAS:**

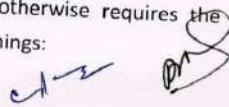
- 1 SUNRISE is the authorized and licensed distributor of YONEX brand badminton racquets, shoes, shuttlecocks, apparel, accessories and other related products in India and all other countries forming part of South Asian Association for Regional Cooperation (SAARC).
- 2 SAI has its Regional Badminton Academy at Bhubaneswar, Odisha

SUNRISE agrees to Sponsor SAI on the terms and conditions as set out hereinafter

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this MOU unless the context otherwise requires the following words shall have the following meanings:



<b>'SAI'</b>	SAI is a body under the Ministry of Youth Affairs & Sports, Government of India responsible for the development of various sports in the country.
<b>'Commencement Date'</b>	<b>01.08.2017</b>
<b>'Confidential Information'</b>	All information in respect of the business and other operations of YONEX/SUNRISE on the one part and SAI on the other and vice-versa,
<b>'YONEX'</b>	YONEX Co. Ltd. having its principal office at 23-13, Yushima 3 Chome, Bunkyo – Ku, Tokyo, Japan
<b>'YONEX Brand'</b>	the <b>YONEX</b> mark(s) as shown in <b>Annexure 1</b>
<b>'YONEX Products'</b>	Shall include all products using or displaying (either alone or in combination in any way) the "YONEX" name, the "YY" logo of "YONEX" or trademarks owned or controlled by YONEX (collectively referred to as "YONEX logo") at present and in future and includes the products covered in Annexure 2 of this MOU.
<b>'SUNRISE's Rights'</b>	the rights and benefits of SUNRISE as set out in this MOU which may also include such other additional rights as may be agreed in writing between the parties from time to time
<b>'Racquet'</b>	shall mean YONEX badminton frames and/or racquets manufactured by YONEX.
<b>'Clothing'</b>	shall mean YONEX branded shirts, shorts, sweaters, and tracksuits or any other clothing manufactured by YONEX and/or SUNRISE.
<b>'Accessories'</b>	shall mean YONEX branded shoes, socks, wrist bands, head bands, towels, strings, bags and all such other goods relating to the game of Badminton manufactured or to be manufactured by YONEX and/or SUNRISE.



<b>'Equipment'</b>	shall mean YONEX branded badminton nets, posts, shuttlecocks, court mats, and such other paraphernalia usually associated with the game of badminton.
<b>'Kitting Measurements'</b>	shall mean the attire sizing of The Players and The Coaches.
<b>'Competing Sponsor'</b>	shall mean any and all other manufacturers and suppliers of sporting goods which are substitutable alternatives for the goods supplied by SPONSORS or are engaged in activities that are competitive to the business and interests of YONEX and/or SUNRISE.
<b>'Non-Competing Sponsor'</b>	shall mean any and all other manufacturers and suppliers of goods, which are not substitutable alternatives for the goods supplied by YONEX and/or SUNRISE.

1.2 In this MOU:

1.2.1 The masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa as the context shall admit or require.

1.2.2 The expression 'person' means any individual, firm, company, unincorporated association, society, partnership, Government, State or agency of State and joint venture.

1.2.3 Any reference in this MOU to a clause or Annex is a reference to a clause or Annex of this MOU and references to paragraphs are to paragraphs in the Annex in which such reference appears.

1.2.4 The Annexures form part of this MOU and shall have full force and effect as if expressly set out in the body of this MOU and any reference to this MOU shall include the Annexures.

1.2.5 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced provided that in the case of amendment, consolidation, modification, extensions, re-enactments or replacements made after the date of

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this MOU they shall not have effected a substantive change to that provision.

1.2.6 The headings to the clauses and Annexures of this MOU shall not affect its construction.

1.2.7 Any reference to SAI in this MOU shall, where the context so admits, include its trainees, players, coaches and officials actively associated with the SAI at SAI Regional Badminton Academy at Bhubaneswar, Odisha.

1.3 Unless the context otherwise requires, any reference in the MOU to:

- (a) a number of a clause, sub-clause, schedule is to a clause, sub-clause, schedule as the case may be, of the MOU;
- (b) the MOU shall include the Schedules hereto and any amendment made in writing by the Parties from time to time;
- (c) the singular shall be deemed to include the plural and vice versa;
- (d) the words 'include' or 'including' shall be construed without limitation;
- (e) any date which does not fall on a business day in India shall be construed as a reference to the immediately subsequent business day in India.

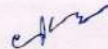
1.4 The headings in the MOU are for ease of reference only and shall not affect the construction of the MOU.

## 2. TERM OF MOU

- i. This MOU shall come into effect on the **1<sup>st</sup> August' 2017** and shall continue in force and effect for a period of Five (05) years unless earlier terminated by either party in accordance with the provisions of this MOU. The MOU may be renewed further on mutual agreed terms for which parties shall execute a new MOU.

## 3. OBLIGATION OF SPONSORS

- 1. SPONSORS shall provide items as mentioned in clause no. 3(1) free of cost for the SAI Regional Badminton Academy at Bhubaneswar, Odisha as per Annexure. However for the additional requirement for Kitting or SHUTTLE COCKS the SPONSORS will give discount of 50% on



MRP as on date of purchase. However, there shall be no obligation upon SAI to purchase.

2. The SPONSORS shall increase the quantity of no. of Shoes/Rackets/T-Shirts/Shorts and other accessory in case of players who are performing well on mutual MOU.
3. The SPONSORS shall sponsor the training abroad to the outstanding Badminton player of the SAI Regional Badminton Academy at Bhubaneswar, Odisha after mutual discussion between Sponsors and SAI.

The SPONSORS/Sunrise will replace the COURT MATS being provided by Sunrise in the event of any damage/defect during the period of MOU. In the event of any damage/defect same shall be replaced after joint inspection of SAI and SPONSORS.

#### 4. OBLIGATIONS OF SAI

- A) In consideration of SPONSORS providing to SAI the YONEX Products at no cost to SAI for the SAI Regional Badminton Academy at Bhubaneswar, Odisha as per the list as per annexure 3, it is hereby agreed that SAI shall:-
  - i) Endeavour atleast 50 numbers of talented players in the said Academy. In case number of players and coaches at any point of time during issuance of kitting is reported to be less than above the number of kitting will be provided as per the list submitted by the SAI.
  - ii) Provide the SPONSORS with an updated list of trainees, and coaches in the Academy at the time of signing of this MOU and further every 3 months throughout the term of this MOU.
  - iii) For new trainees, players, who join the Academy on or after the date of this MOU, they shall be using only YONEX brand products.
    - a) Atleast one YONEX logo or emblem or advertisement on the T shirts, shorts, socks & all badminton accessories of the player/coach, which shall be licensed and provided by Sponsors.
    - b) The logo of SAI shall be appear only on T-shirts.
  - iv) Ensure to Provide SPONSORS with an updated full list of SAI Badminton Activities and calendar of tournaments and events well in advance throughout the term of this MOU. SAI will ensure to



provide prior information in case of any change in the calendar of events for the year.

v) SAI Regional Badminton Academy, Bhubaneswar shall not allow usages of any other competitor brand during the terms of this MoU.

vi) SPONSORS may arrange demos of YONEX equipment's, whenever required, after due intimation and approval of SAI.

#### **B) BRANDING**

SAI Regional Badminton Academy at Bhubaneswar, Shall allow SPONSORS to put two YONEX brandings at location subject to availability and approval of SAI. The SAI Regional Badminton Academy at Bhubaneswar, Odisha shall ensure not to allow to do any kind of Branding/Promotion of any of the Competitor Brand inside and outside their Premises till the validity of the contract.

#### **C) PROSHOP OPENING**

SAI would be providing space for setting up a PROSHOP at mutually agreed location at SAI Regional Badminton Academy , Bhubaneswar, at free of cost if requested by Sponsors.

#### **D) Other OBLIGATIONS OF SAI**

SAI shall use its best endeavors to:

- i) Assist YONEX/SUNRISE to organize Demos, coaching clinic , stage press conferences, photo shoots and other promotional activities at the badminton tournaments, games, matches, events and other activities organized or arranged by SAI at SAI Regional Badminton Academy, Bhubaneswar, if possible; without affecting its own activity.
- ii) Arrange for YONEX/SUNRISE to have direct interviews with the participating teams on their specific experiences with YONEX products and to report the experiences of the said teams with YONEX products.
- iii) SAI will take care that the trainees, players, coaches and officials at SAI Regional Badminton Academy at Bhubaneswar, use the YONEX Products during all training sessions, tournaments, games, matches, events and other activities as well as promotional appearances whenever representing SAI directly.
- iv) YONEX brand shuttlecocks shall be used exclusively during all tournaments, coaching, camps, clinics etc. or any other activity organized by SAI within SAI Badminton academy, Bhubaneswar .



v) ACADEMY shall submit its activities report quarterly along with players' ranking and Performance details.

Vi) Not to sell or offer for sale any of the Yonex products supplied to the SAI for their use or use the product for any other purposes under the term of this MOU and shall extend due co operation in the advertising.

## 5. OBLIGATIONS OF SPONSORS

### a) YONEX Products

- i) The SPONSORS shall provide, at no cost to SAI, the YONEX Products (**Annexure 3**) throughout the term of this MOU. SAI shall procure each trainee, player and coach to acknowledge receipt in writing of the YONEX Products supplied to him/her and ACADEMY shall forward such written acknowledgements to the SPONSORS immediately thereafter. Kitting will be given to the players on the basis of their rankings.
- ii) If any of the trainees, players, coaches, officials and/or other employees has contracts with SPONSORS, they will continue to be bound by the said contracts and will receive their benefits and YONEX Products directly from SPONSORS. Such trainees, players, coaches, officials and/or other employees will be excluded from the entitlement of YONEX Products in **Annexure 3**.
- iii) SPONSORS shall bear the costs of freight/transportation for the YONEX Products from its office to SAI, India only. The SPONSORS shall be responsible for all taxes, fees, duties, levies, interests, commissions, costs, expenses and other monies payable for the YONEX Products to be delivered to and inside India to SAI only. SAI will assist SPONSORS as may be necessary for obtaining all the necessary permits (including without limitation customs permits), consents, authorizations and approvals from the relevant authorities in India and elsewhere.

## 5) LIABILITY

SAI Regional Badminton Academy at Bhubaneswar, Odisha acknowledges that SPONSORS shall have no liability to any third parties whatsoever in respect of the SAI Activities and/or badminton tournaments, games, matches, events and other activities organized by SAI at SAI Regional Badminton Academy, Bhubaneswar,. Sunrise undertakes and ensures that SAI shall not be liable for any claims, liabilities etc whatsoever including authorization or any third party infringement of Intellectual Property Rights including usage of brand, logos, products etc.

## 6) INDEMNITY

Parties agree to indemnify and keep each other indemnified from and against all costs (including the total costs of enforcement), expenses, liabilities (including tax liabilities) injuries losses ( including any loss or

profit business or reputation), damages, claims, demands or legal costs (on a full indemnity basis) and judgments which any party incurs or suffers whether or not as a consequence of a direct or indirect breach or negligent performance or failure in performance by other party of the terms of this MoU.

#### **7) TERMINATION**

- a) Parties may terminate the MOU by giving a 3 month written notice on either side. However, in the event either party fails to remedy any defect as pointed out by wither party within a period of 45 days Both parties shall have the absolute right to terminate the MOU on expiry of the 45 days period.
- b) Sponsors shall be entitled to terminate the MOU forthwith in case SPONSORS ceases to be authorized to distribute, market, promote and sell YONEX products in India or other markets of world for any reason whatsoever ( with advance notice of 3 months).
- c) Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses in this MOU, which expressly or impliedly have effect after termination, shall continue to be enforceable notwithstanding termination.

#### **8. NON-WAIVER**

The failure of any party at any time to enforce any of the provisions of this MOU shall not in any way affect such party's full right to require such performance at any time thereafter, nor shall the waiver of a breach of any provision thereof taken or held to be a waiver of any succeeding breach of such provision nor as a waiver of the provision itself, and this MOU shall, in all respects, remain valid and the RIGHT of such party thereafter to enforce every provision shall remain strictly unaffected.

#### **9. FORCE MAJEURE**

In the event that any party hereto shall be rendered unable to carry out the whole or part of its obligations under this MOU for any reason beyond the control of that party, including but not limited to act decrees or restraints by governments authorities, acts of God ,force majure strikes, administrative actions, war, riot ,civil commotion and any other causes of such nature that the performance of the obligations hereunder of that party or the parties hereto as the case may be and as they are affected by such case shall be suspended until such time as the cause giving rise to such suspension shall no longer prevail, provided always that such cause shall as far as possible be remedied within all reasonable period.

**10. CONFIDENTIALITY**

a. Each party warrants to the other as follows:

- i) To keep confidential all Confidential Information (whether written or oral) of SPONSORS or SAI (as the case may be) that it has obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, this MOU;
- ii) not to disclose the Confidential Information of the other in whole or in part to any other person without the other party's prior written consent, save those of its employees, agents and sub-contractors involved in the implementation of this MOU and who have a need to know the same and are bound to keep it confidential; and
- iii) To use the Confidential Information of the other solely in connection with the implementation of this MOU and not otherwise or for the benefit of any third party.

b. The provisions of clause 10a shall not apply to the whole or any part of the Confidential Information which is:

- (i) lawfully obtained after the Commencement Date free of any duty of confidentiality otherwise than directly or indirectly from the other party to this MOU;
- (ii) Already in SAI's or SUNRISE's possession (as the case may be) (other than as a result of a breach of this clause);
- (iii) In the public domain (other than as a result of a breach of this clause); or

**11. NO PARTNERSHIP**

Nothing contained in this MOU shall be deemed to create any relationship or partnership, joint venture or agency between the Parties hereto.

**12. No Transfer or Assignment of Rights**

The obligations and rights herein granted to the Sponsor are personal in nature and shall not be a subject matter of transfer (non transferable) and cannot be assigned by the Sponsor without the prior written approval of the SAI.

**13. AMENDMENTS**

No amendment or variation of this MOU is valid or binding on a party unless in writing and executed by all parties.



#### 14. NOTICES

Subject as otherwise provided in this MOU, all notices, demands or other communication required or permitted to be given or made hereunder shall be in writing in English language and delivered personally or delivered by prepaid registered post/speed post addressed to the intended recipient thereof at its address set out below or to such address as a party may from time to time notify the other. Any such notice, demand or communication shall be deemed to have been duly served immediately if sent by post. The initial addresses of the parties for the purposes of this MOU are:

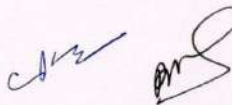
- (1) **"SPONSORS" SUNRISE SPORTS (INDIA) PVT LTD**  
6<sup>th</sup> Floor, Salcon Aurum,  
Jasola District Centre  
Delhi-110025, India  
[sunrise@risesun.co.in](mailto:sunrise@risesun.co.in)
- (2) **"SAI" Executive Director (Special Projects)**  
SAI, Jawaharlal Nehru Stadium,  
New Delhi  
[edpsai@gmail.com](mailto:edpsai@gmail.com)

#### 15. ARBITRATION

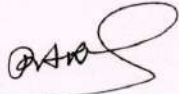
- a) Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Delhi in accordance with the Indian Arbitration Act, 1996 and as amended in 2015, and as may be further amended. The sole Arbitrator shall be appointed by SAI in accordance with its rules and policies which is acceptable by the Sponsors.
- b) The language of the arbitration shall be in English.

#### 16. GOVERNING LAW

The construction, validity and performance of this MOU shall be governed in all respects by the jurisdiction of the Delhi courts of law.

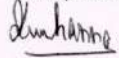


IN WITNESS WHEREOF the authorized representatives of the parties hereto have hereunder set their respective hands.

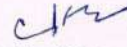
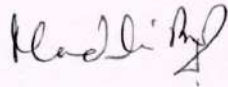


Signed by **Shri Roque Dias**  
(Executive Director-Special Projects)  
For and on behalf of  
**Sports Authority of India**

In the presence of

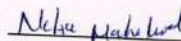


\_\_\_\_\_  
Name of Witness:



Signed by **C P GUPTA**  
For and on behalf of  
**SUNRISE SPORTS (INDIA)**  
**PVT LTD)**  
**(FINANCIAL ADVISOR)**

In the presence of



\_\_\_\_\_  
Name of Witness:

YONEX BRANDS



*Handwritten signature*



**YONEX PRODUCTS**

Products in Class 18 (bags and sports bag), Class 25 (footwear, shoes, sports shoes, sandals, slippers, garments, socks, sports garments) and Class 28 (badminton racquets, tennis racquets, golf clubs, shuttlecocks, strings for racquets, athletic supports, shin guards, knee guards, ankle guards, wristbands, palm bands, finger bands, elbow bands, thigh bands, stocking bands, head bands, head caps) and other products which shall be notified in writing by SUNRISE to SAI.

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**ANNEXURE 3**

Detailed Expenditure Chart of equipment, kits and other related items which will be provided by Sunrise Sports (India) PVT. LTD. for SAI Regional Badminton Academy, Bhubaneswar.

A. DURING THE ENTIRE DURATION OF THE CONTRACT:				
S.N.	PARTICULAR	SAI REGIONAL BADMINTON, BHUBNESWAR		
		Quantity per trainee	MRP (INR) PER UNIT	TOTAL VALUE
1	COURT Mats	04 nos	3,75,000	15,00,000
	Nets	4		

B. PER ANNUM KITTING:				
2	AS30	500dozens	2,820	14,10,000
3	Players kitting (50)	Players kitting(50)		
	Racquets	02pcs	8,000	8,00,000
	Shoes	01pair	4,500	2,25,000
	Tshirts	04pcs	1,500	3,00,000
	Round neck tshirts	04pcs	850	1,70,000
	Shorts	04pcs	1,300	2,60,000
	Kit bag	01pc	3,500	1,75,000
	Tracksuit	01pc	3,000	1,50,000
	Socks	04pairs	165	33,000
	Grips	04pcs	95	19,000
4	Coaches kitting (4)			
	Racquets	02pcs	10,000	80,000
	Shoes	01pair	4,500	18,000
	Tshirts	04pcs	1,500	24,000
	Shorts	04pcs	1,300	20,800
	Kit Bag	01pc	3,500	14,000
	Tracksuit	01pc	3,000	12,000
	Socks	04pairs	165	2,640
	Grips	04pcs	95	1,520
		<b>TOTAL VALUE</b>		<b>52,14,960</b>