

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed at New Delhi on 14th September, 2021 (“Execution Date”)

By and Between

Department of Agriculture and Farmers Welfare, Ministry of Agriculture & Farmers Welfare having its registered office at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001(hereinafter referred to as “Department of Agriculture”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); of the ONE PART
Department of Agriculture and Famers Welfare, Krishi Bhawan, New Delhi-10001,

AND

ITC Limited, a Company within the meaning of the Companies Act, 2013, having its registered office at “Virginia House” 37 Jawaharlal Nehru Road, KOLKATA- 700071, (West Bengal) engaged, inter-alia, in agri business through one of its business divisions called AGRI BUSINESS DIVISION having its Divisional Headquarters at Grand Trunk Road, Guntur- 522004 (hereinafter called “ITC” which expression shall mean and include its assigns and successors- in business) of the OTHER PART

BACKGROUND:

I. The Department of Agriculture and Farmers Welfare (DA&FW), a branch of the Government of India, is the apex body for formulation and administration of the rules and regulations and laws related to agriculture in India. The three broad areas of scope for the Ministry are agriculture, co-operation and farmers welfare. Department of Agriculture, Co-operation and Farmers Welfare's responsibilities are assigned to it in the Government of India (Allocation of Business) Rules, 1961 as amended from time to time. Co-operation in this context refers largely to promote farmer co-operative movements. The Department's focus has now shifted to improving the farmers' welfare and a goal has been set to double the farmers' incomes. The administrative head of the DA&FW is the Secretary of the department.

(A) ITC has earlier pioneered a unique internet-based initiative called the “e-Choupal” network (hereinafter called e-Choupal) for making various goods and services available in rural areas and for disseminating various crop advisory information to benefit farmers. ITC has been enhancing the versatility of e-Choupal with appropriate technological up gradation from time to time. Presently, ITC is in the process of developing e-Choupal in the form of a mobile application.

(B) The Parties recognise the capabilities, interests, and resources that each Party brings; and are exploring the possibility of bringing together their capabilities and resources to further the joint ambitions in implementing digital agriculture solution to be developed in farm management and farmer services that can directly help farmers as provided in Exhibit A. (the “Project”). The focus of the Ministry is to build AgriStack, evolve National Farmer's database, create a unified platform for farmers to provide them end to end services across the agriculture food value chain (like crop analysis to post harvesting and e-marketplace) to support Govt's vision of Doubling Farmer's Income. This would further enable bringing together the larger ecosystem of stakeholders including MSME's to build solutions for farmers/farms on the common data platform owned by States and Central ministries. ITC intends to contribute to the Government's Agri Stack by submitting the proposals mentioned in Exhibit A, which can be considered for mentioning in the proposed digital agricultural platform.

OPERATIVE PROVISIONS:

1. Objective

- a. The objective of this MOU is to describe the Parties' current understanding regarding their potential co-operation and collaboration on the Project and to facilitate further discussions, including:
- b. enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the needs and capabilities of both Parties to fulfil their respective commitments relating to the Project; and
- c. setting out the possible framework, structures, working relationships, directions, work plans and future commitments of the Parties in relation to the Project.

2. The MoU is built between the parties with a vision to enable larger ecosystem for creating an agriculture platform for farmers. So, as per the progress of the phases (defined in Exhibit A) the stakeholders may jointowards delivering their scope on the platform. Hence, provision is built in the MoU to introduce such stakeholders for their specific role as integral to overall system through Exhibit A. Each annexure shall be complete in itself from start to end with scope definition, methodology of execution, deliverables, activity-responsibility-timeline matrix, and other aspects.

3. Contributions

The Parties intend to work to achieve the respective contributions attributed to them in Exhibit A to this MOU. Each contribution is subject, where applicable, to licensing terms and obtaining necessary approvals by either parties.

4. Term and Termination

- a. This MOU commences on the date hereof and automatically terminates upon the occurrence of:
 - (i) the execution of the final agreement necessary to put effect to the Project; and
 - (ii) the Expiry Date described in Exhibit A to this MOU.
- b. The Parties may upon mutual agreement extend the Expiry Date.
- c. Either Party may terminate this MOU at any time by giving a 30 (thirty) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- d. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation, etc.) owned or provided by the other Party and otherwise has no continuing obligation to the other Party except for any provision that survives the termination of this MOU as expressly provided herein.

5. Expenses

Each Party will bear its own costs and expenses incurred in connection with the performance of its obligations under this MOU and any other matter relating to this MOU.

6. Non-exclusivity

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

7. Assignment

Neither Party may assign its right(s) under this MoU without obtaining the prior written consent of the other Party.

8. Amendments or Modification

Any amendment or modification to this MOU must be mutually agreed upon in writing and signed by duly authorised representatives of both the Parties. Modification or amendment in any other form are void.

9. Confidentiality

- a. ITC (Agri Business Division) and Ministry of Agriculture may exchange Confidential Information as defined in the non-disclosure agreement attached as Appendix A to this MOU and ITC (Agri Business Division) and its partner/partners may exchange the Confidential Information as defined in the Non-Disclosure Agreement 14th September, 2021 (the “**Non-Disclosure Agreement**”) and hereby agree that the Non-Disclosure Agreement applies to all Confidential Information exchanged under this MOU.
- b. Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.
- c. The provisions of Clause 9 (Confidentiality) and the applicability of the Non-Disclosure Agreement survive the termination of this MOU.
- d. In case ITC (Agri Business Division) brings in partners, the same confidentiality clauses would apply to the partners as well and ITC (Agri Business Division) may in turn enter into agreements/MoU with its partners on this subject to the overall conditions of this agreement.

10. Relationship of the Parties

Nothing in this MOU is intended to establish or create a partnership, joint venture or other formal business entity between the Parties and neither of them has any authority to bind the other in any way. This MOU does not constitute any Party the agent of the other Party or constitute any other fiduciary relationship between the Parties.

11. Binding Provisions

- a. Save as expressly provided herein, this MOU does not constitute an enforceable or binding agreement between the Parties but merely a statement of their intention and understanding. Consequently, neither Party may assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU, except for those provisions that are expressly identified as binding.
- b. The Parties agree that Clauses 3 (Term and Termination), 4 (Expenses), 7 (Amendments or Modification), 9 (Confidentiality), 10 (Relationship of the Parties), 11 (Binding Provisions), 12 (Limitation of Liability), 13 (Foreign Corrupt Practices) and 14 (Governing Law) of this MOU are binding and enforceable against the Parties.

- c. Nothing in this MOU obliges a Party to or constitutes a representation by either Party that it will enter into a binding agreement with the other Party.
- d. Company acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by ITC (Agri Business Division).

12. Limitation of Liability

- a. To the fullest extent permitted by law:
 - (i) Neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and
 - (ii) Each Party's total liability to the other Party for any other damage under this MOU is limited to the amount actually paid by that Party to the other Party in respect of the Project.
- b. ITC (Agri Business Division) liability for breach of a condition or warranty implied under any law that cannot be lawfully modified or excluded by this MOU is limited, at ITC (Agri Business Division) discretion and as permitted by law to:
 - (i) supplying services again, or paying for their re-supply; or
 - (ii) repairing or replacing goods, or paying for their repair or replacement.
- c. No limitation or exclusions will apply to liability arising out of a Party's breach of its confidentiality obligations described in Clause 8(a) (Confidentiality) of this MOU.

13. Foreign Corrupt Practices

Each Party and its respective employees, independent contractors, representatives or agents shall not promise, authorise or make any payment to, or otherwise contribute any item of value to directly or indirectly, any official in each case, in violation of Foreign Corrupt Practice Act, 1977 ("FCPA"), or Prevention of Corruption Act, 1988 ("PCA") or any other applicable anti bribery or anti-corruption law. Each Party further represents that it shall maintain systems of internal controls to ensure compliance with applicable anti-bribery or anti-corruption law.

14. Usage of Logo and Publicity

No Party shall be allowed to use logo and/or advertise and/or publish the commitments under this MOU without the prior written consent of such other Party.

15. Dispute Resolution

All disputes and differences arising out of or in connection with any of the matters set out in this MOU, ("**Dispute**"), the Parties shall try to resolve such Dispute amicably within 30 (thirty) days. If not resolved by amicable settlement within 30 (thirty) days from such Dispute, then the aggrieved Party may approach the Courts of India. The laws of India govern this MOU and the Indian courts at New Delhi shall have the exclusive jurisdiction to resolve any disputes arising under this MOU.

16. Notices

All notices required to be given under this MOU shall be in writing only. No e-mail communication will be accepted as a legal notice/claim served on ITC (Agri Business Division). Address for notices each other parties as follow: -

(1) In the case of Notice to Department of Agriculture and Farmer Welfare, to:
Address: Krishi Bhavan, Dr Rajendra Prasad Road, New Delhi, Delhi 110001

(2) in the case of Notice to [ITC ABD], to:
Address: Post Box No-317, Grand Trunk Road, Guntur-522004, Andhra Pradesh

17. FORCE MAJEURE

Force majeure events like earthquakes, floods, natural calamities, act of God, wars, act of State etc., which are beyond the control of the both the parties shall exempt the parties hereto from their respective performance under this MOU. A notice of force majeure events shall be served by the party affected by such an event on the other party to this agreement within one week of such happening/occurrence of the event.

This MOU is signed by the Parties on Execution Date

MINISTRY OF AGRICULTURE

By signing this MOU, I also confirm that I am authorised to sign on behalf of

Department of Agriculture and Farmer Welfare

By:

(signature)


विवेक अग्रवाल / VIVEK AGGARWAL
अवर सचिव / Additional Secretary
कृषि विभाग / Government of India
अतिरिक्त सचिव, कृषि विभाग, नई दिल्ली
Additional Secretary, Ministry of Agriculture & Farmers Welfare
Department of Agriculture and Farmer Welfare
कृषि भवन, नई दिल्ली / Krishi Bhawan, New Delhi-110001

ITC Limited (Agri Business Division)

By signing this MOU I also confirm that I am authorised to sign on behalf of ITC Agri Business Division.

By:

(signature)

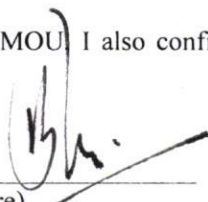

Mr. Rajnikant Rai
(Divisional Chief Executive of ITC)
Authorized Signatory

EXHIBIT A

ITC Agri Business Division (ABD) would like to submit two proposals as mentioned below:

1. Customized Site-Specific Crop Advisory for Wheat
2. Empowering Dairy Farmers with Digitization of Dairy Value Chain

1. CUSTOMISED SITE-SPECIFIC CROP ADVISORY

ITC ABD proposes to build a Customised 'Site Specific Crop Advisory' service with an objective to transform the conventional crop-level generic-advisory to a more customized site-specific crop advisory to the farmers. This advisory would be based on location (latitude and longitude), weather (current and near-term forecast), soil characteristics, crop growth stage etc., integrating multiple data points from varied sources, using a digital crop monitoring platform, hosted on ITC's e-Choupal 4.0 digital platform, supported by an on-ground handholding ecosystem.

The proposal will be implemented in identified villages of Sehore and Vidisha districts of Madhya Pradesh and support Wheat crop operations. The e-Choupal 4.0 platform will have a crop monitoring module for capturing identified agronomy practices, integrate with Govt. platforms like Farmers' database, electronic land record database, soil health records database etc. The details of the proposed proof-of-concept to deliver site specific customized crop advisory are as below:

ITC's Contribution	<p style="text-align: center;"><u>Customized Crop Advisory</u></p> <p>Customized crop advisory will be a combination of – Site/Farm level, Village level and agro climatic zone level practices. The different customized advisory elements that can be provided are:</p> <p><u>Customized varietal recommendation:</u> Based on soil type, irrigation facilities and time of sowing, customized varietal recommendations will be provided for wheat varieties.</p> <p><u>Customized crop calendar:</u> Based on sowing date and variety, the crop calendar and advisory of key farm operations (inter cultivation, irrigation, nutrient management etc.) can be customized with specific dates for each operation.</p> <p><u>Pest / Disease management:</u> Identify biotic and abiotic stress on the site using remote sensing, Pest & Disease forecast, Crop image-based pest/disease identification. Rust, bunt etc. pose major threat in wheat crop.</p> <p><u>Advisory on management of terminal heat stress:</u> The proximity to the equator and the popular cropping systems, which involve late sowing of wheat, expose wheat to high temperatures (exceeding 35-degree Celsius) during grain filling.</p> <p><u>Nutrients management:</u> Soil tests, along with data about preceding season (captured on mobile app) can help provide site-specific nutrient management.</p> <p><u>Irrigation Management advisory:</u> Location specific irrigation advisory based on the critical stages of crop and weather patterns.</p> <p><u>Rainfall forecast based advisory:</u> Untimely, unseasonal rains during harvesting are</p>
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detrimental to wheat crop. Depending on the rainfall forecast in the village, each farmer can be advised to take up or avoid specific practices in line with their customized crop calendar.

Customized Harvesting: Harvesting advisory based on variety, sowing time and weather condition, to help farmer saving post-harvest losses. Harvesting time is very crucial in wheat. If harvesting is done early than percentage of mud balls increases and affects crop quality. If harvesting is delayed than overripe wheat crop will lead to losses as grains see 'shattering'; they fall on the ground the moment an overripe plant comes in contact with the cutter bar of the harvester. Also broken grains percentage increases.

Market Linkage: Variety wise prices of mandis in proximity to wheat farmers and procurement prices of ITC for nearest purchase center will be provided through digital platform.

Data sets/feeds required

In order to achieve the aforementioned objectives, we need extensive data capturing and analysis for servicing farmers. The key datasets / sources required and mode of capture are outlined below:

Farm specific practices thru field monitors: Deploy on-ground staff to interact with farmers and capture the identified data points for current and preceding seasons.

Weather data service: Weather forecast for upcoming 1 week.

Remote sensing (satellite) feed: Biotic and abiotic stresses for each site at regular frequency to identify farms that require immediate attention and specific advisory.

Soil health card / test reports: Soil health card information or test reports for site specific nutrient management.

Delivery mechanism

The site-specific advisory can be disseminated to the farmer on multiple channels depending on the criticality and nature of information. The various dissemination channels can be:

Mobile App: A feature-rich mobile application can be available to farmers to help the farmer receive customized advisory.

SMS: SMS can be sent in advance for all time bound crop activities specific to the farm, based on the crop monitoring and other data collected. This mode will be used to reach all farmers.

Call Center: A team of trained agronomists will be ready to answer all farmers' queries across the crop cycle and all provide resolution on queries on mobile app shared by farmers.

Agri Extension Team: On-ground, smartphone-enabled agri extension team can be deployed for continuously advising the farmers, as per the customized calendar of

	the farm and the advice from call center.
Department of Agriculture & Farmers Welfare Contribution	<p>The required support from the DoA&FW is to provide access to the below systems/databases and integration with ITC's e-Choupal platform:</p> <ul style="list-style-type: none"> • Farmers' database with unique ID for each farmer, created by Ministry of Agriculture. • Digitized Land Records under Digital India Land Records Modernization Programme (DILRMP), for mapping farmer land parcels and the data captured from mobile app, remote sensing • Digitized Soil Health Records for the farms • NADAMS project, developed by National Remote Sensing Centre (MNCFC), for real-time information on prevalence, severity level and persistence of agricultural drought at sub-district level • Crop package of practices, contingency plans, pest disease repository - identification, images, IPM practices from ICAR institutes and state agri universities • Assistance from scientists for situation specific advisories from ICAR institutes and state agri universities • Support to the project area farmers under various schemes/ programmes of MoAgri.
Expiry Date	For one Year from the date of signing the agreement.

IMPLEMENTATION TIMELINES

The implementation plan of the proposed projects is detailed as below:

Wheat Crop Advisory		
Stage	Season / Timeline	Proposed Activities
Stage 1	Rabi 2021	<ul style="list-style-type: none">• Roll out of e-Choupal mobile app• Farmer registrations• Disseminate best package of practices• Demonstration plots• Weather information (today + next 7 day forecast)• On-ground field advisory• Varietal demonstrations• Farmer meetings
	Sep'21 – Aug'22	<ul style="list-style-type: none">• Liaison with relevant government departments/ministries for systems integration for hyperlocal advisory• Integration with government systems (farmer database, digital land records, soil health data etc.)
Stage 2	Rabi 2022	Roll out of Customized crop advisory POC for wheat farmers in Vidisha and Sehore districts <ul style="list-style-type: none">• No. of villages:200• No. of farmers:10000• Acreage (Acres): 20000

Non-Disclosure Agreement

This is a **Non-Disclosure and Non-solicitation Agreement** (the "Agreement") is made on this day of 14th September, 2021:

- **Department of Agriculture and Farmers Welfare, Ministry of Agriculture & Farmers Welfare** having its registered office at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001 (hereinafter referred to as "Department of Agriculture") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART and
- ITC Limited, a Company within the meaning of the Companies Act, 2013, having its registered office at "Virginia House" 37 Jawaharlal Nehru Road, KOLKATA- 700071, (West Bengal) engaged, inter-alia, in agri business through one of its business divisions called AGRI BUSINESS DIVISION having its Divisional Headquarters at Grand Trunk Road, Guntur-522004 (hereinafter called "ITC" which expression shall mean and include its assigns and successors- in business) of the OTHER PART

Each of the DEPARTMENT OF AGRICULTURE and ITC Limited (Agri Business Division) hereinafter be individually referred to as the "**Party**" and collectively as the "**Parties**", as the context may require.

WHEREAS:

ITC Limited (Agri Business Division) is engaged in business of providing technology solutions and related consultancy services in the field of Agri-value chain;

DEPARTMENT OF AGRICULTURE is the Department of Agriculture and Farmers Welfare (DA&FW), a branch of Government of India and is the apex body for formulation and administration of the rules and regulations and laws related to agriculture in India.

DEPARTMENT OF AGRICULTURE has entered into a MOU dated 14th September, 2021 with ITC Limited (Agri Business Division) India and may enter into a definitive agreement concerning the scope of MOU (hereinafter "Proposed Transaction"), in this regard a Party may exchange certain Confidential Information to the Other Party including DEPARTMENT OF AGRICULTURE will evaluate the credentials of the Project Managers of ITC Limited (Agri Business Division) India regarding past, current and future services in relation to the Proposed Transaction and related products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations;

Both Parties acknowledge that during the term of the Agreement, a Party may disclose, give, or otherwise provide (hereinafter "Disclosing Party") to other Party (hereinafter "Recipient") with certain proprietary or confidential information that is generally not made available to the public, whether of a technical, business, or other nature. Parties contemplate that the Receiving Party is willing to receive such Confidential Information subject to and in accordance with the terms of this Agreement for the sole objective of the Proposed Transaction and that the Disclosing Party will only transfer such Confidential Information to the Receiving Party to the extent necessary and incidental to fulfil the Proposed Transaction.

In view of the above, both Parties agree as follows:

1. Confidential Information

“Confidential Information” shall mean non-public information whether written or oral, and whether in paper or electronic format, that the Party disclosing, in connection with the Proposed Transaction, the information designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure, or which, under the circumstances surrounding the disclosure, the receiving Party knows or has reason to know should be treated as confidential without the need to be marked as such being related to the Proposed Transaction; Without limiting the foregoing, information related to each Party’s employees, customer lists, customer information, products, technical information, pricing information, information in the Purchase Order, pricing methodologies, or information regarding the disclosing party’s business planning or business operations shall be deemed Confidential Information without any marking or further designation.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to **Recipient**;
- becomes known to the public through no fault/action of **Recipient** in violation of the terms herein;
- is legally known to **Recipient** at the time of disclosure by **Disclosing Party**;
- is furnished by **Disclosing Party** to third parties without restriction; or
- is furnished to **Recipient** by a third party other than through a breach of this Agreement by the Receiving Party.

2. Restrictions on Use

- a. **Recipient** will not disclose any Confidential Information to third parties without the prior written consent of Disclosing Party except to Recipient’s officers, employees, contractor, or advisors who (i) have a need to know the Confidential Information in connection with the Purpose, and (ii) are bound by confidentiality obligations to the Recipient no less strict than contained herein (“Representatives”). However, where **Recipient** is required to disclose Confidential Information in accordance with judicial or other governmental action, **Recipient** will give **Disclosing Party** reasonable prior notice and will provide reasonable cooperation to the Disclosing Party to seek a protective order against disclosure. If, following such efforts, disclosure remains compelled, then Recipient shall only disclose the minimum amount of information necessary to comply with such judicial or governmental action.
- b. **Recipient** will not use any Confidential Information for any purposes except those expressly contemplated or authorized by **Disclosing Party** in pursuance of this Agreement.
- c. **Recipient** will take the same reasonable security precautions with respect to the protection of the Confidential Information from authorized use or disclosure as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- d. **Recipient** undertakes to impose the confidentiality obligations on its Representatives with respect to the Confidential Information.
- e. **Recipient** will return all originals, copies, reproductions and summaries of Confidential Information in its control on termination or expiry of this Agreement and confirm its destruction as requested by **Disclosing Party**.

- f. **Recipient** shall not, and shall not permit reverse engineering, disassembly, decompilation of the Confidential Information or any other analysis of the Confidential Information that is inconsistent with the Proposed Transaction.

3. **Return of Confidential Information**

If the Parties cease to be interested in the Proposed Transaction, and in any event, on written request by the Disclosing Party, the Receiving Party will promptly at its/their own cost and expense:

- a. return to the Disclosing Party, without keeping any copies, all documents containing Confidential Information and Personal Information (including reports, analysis, compilations, studies or other documents containing Confidential Information and Personal Information prepared by, or on behalf of, the Receiving Party (Secondary Information)); and
- b. permanently remove all Confidential Information and Personal Information from any computer, word processor, disk, memory stick or other device containing such Confidential and Personal Information, except when otherwise required by any internal policy or procedure relating to safeguarding or backup storage of electronic data, provided that the confidentiality provisions of this Agreement shall continue to apply to any Confidential Information and Personal Information retained, if allowed under the terms of this Agreement.

To the extent that such Confidential Information and Personal Information is permanently deleted or removed, the Receiving Party shall certify such removal in writing to the Disclosing Party.

This provision shall not apply to the extent that the Receiving Party or any Authorised Receiving Party are required to retain any such Confidential Information by any applicable law, rule or regulation (including rules and practices governing professionals) or by an order of any competent judicial, governmental, supervisory or regulatory body; however, it being understood that such Confidential Information must be kept confidential in accordance with the terms of this Agreement) and no Confidential Information shall be disclosed in contravention to the terms of this Agreement and with prior written consent of the Disclosing Party.

4. **Rights and Remedies**

- a. **Recipient** will notify **Disclosing Party** immediately upon discovery of any breach of this Agreement by **Recipient**, and will cooperate in every reasonable way to help **Disclosing Party** regain possession of the Confidential Information and prevent further breach.
- b. **Disclosing Party** will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- c. For the sake of clarity none of the Parties shall be liable for any indirect losses, loss of goodwill, loss of profit or any other consequential losses

5. **Ownership and Warranties**

- a. All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of **Disclosing Party** and no license under any patent, trademark, copyright or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder.
- b. **Disclosing Party**, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

6. Applicability of Provisions

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

7. Data Protection

Disclosing Party may hereinafter provide the Recipient with certain personal data or sensitive personal data or information (collectively "**Personal Information**") relating to an individual of Disclosing Party in accordance with the applicable laws, including the applicable data protection laws, which may be amended from time to time. Disclosing Party acknowledges that it has obtained consent from its employees to use their personal data in relation to this Agreement. The Recipient may hereby collect, use, transfer, store or otherwise process (collectively, "**Process/Processing**") the Personal Information in accordance with the following:

- a. The Recipient hereby agrees to abide by all the requirements under all applicable laws, including the applicable data protection laws;
- b. The Recipient hereby agree to abide by all instructions, documents and policies that may be issued to the Recipient by Disclosing Party with regard to the Processing of Personal Information; and
- c. The Recipient hereby represent that the Recipient has implemented technical and organizational security measures to protect the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing.

8. Publicity:

Neither Party may issue a news release, public announcement, advertisement or any other form of publicity concerning this Agreement. Any publicity pertaining to the other party's role in the purpose will require prior written consent to such publicity from the other Party.

9. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in New Delhi.

10. Tenure and Survival

This Agreement shall commence from Effective Date and shall continue for period of one (1) year unless terminated as per the provisions of this Agreement.

Either Party can terminate the Agreement by providing the other Party 30 days' notice.

All obligations created by this Agreement shall survive expiry or termination of this Agreement for a period of three-year post termination or expiration of this Agreement.

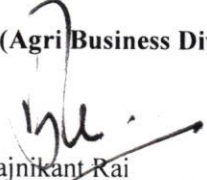
11. Relationship of the Parties.


Recipient agrees that Disclosing Party's participation in this Agreement in no way obligates the Parties to the formation of a business relationship or arrangement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

ITC Limited (Agri Business Division)

Department of Agriculture and Farmer Welfare


Name : Mr. Rajnikant Rai
Divisional Chief Executive of ITC


Name : Shri. Vivek Aggarwal
Additional Secretary,
Department of Agriculture and Farmer Welfare
Date : September 14, 2021

Date : September 14, 2021

विवेक अग्रवाल / VIVEK AGGARWAL
अपर सचिव/Additional Secretary
भारत सरकार/Government of India
कृषि एवं किसान कल्याण मंत्रालय/Min. Agriculture & Farmers Welfare
कृषि, सहकारीत एवं किसान कल्याण विभाग/Div. Agri., Coopr. & Farmers Welfare
कृषि भवन, नई दिल्ली/Krishi Bhawan, New Delhi-110001