

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) is executed at New Delhi on 14th September, 2021 (“Execution Date”) 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 and Farmers’ welfare” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); Department of Agriculture and Farmers Welfare, Krishi Bhawan, New Delhi-10001,

AND

63 Ideas Infolabs Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at WeWorkVaishnavi Signature, No. 78/9, Outer Ring Road, Bellandur Village, Varthur Hobli, Bengaluru, Karnataka - 560103 operating under the brand name Ninjacart (hereinafter referred to as “Ninjacart”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

BACKGROUND:

- A. 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, 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.
- B. Founded in 2015, Ninjacart is a technology based fresh produce supply chain company. Its mission is to improve the efficiency of post-harvest logistics of agriculture produce through using technology and thereby create value to all the stakeholders. Today Ninjacart operates in and around 11 Indian cities including Bengaluru, Chennai, Hyderabad, Delhi, Gurugram, Mumbai, and Pune.
- C. 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 platform with solutions in farm management and farmer services that can directly help farmers as provided in Exhibit A (the “Project”). The focus is to build AgriStack, evolve National Farmer’s database, create a unified platform for farmers and other stakeholders in the post harvest ecosystem like traders, retailers, mandis, truck operators etc and thereby 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 on the common data platform owned by States and Central ministries.

OPERATIVE PROVISIONS:

1. Objective

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:

- a. 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
- b. setting out the possible framework, structures, working relationships, directions, work plans and future commitments of the Parties in relation to the Project.

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 several stakeholders may joint onwards delivering their scope on the platform. Each engagement with the stakeholder shall be complete in itself from start to end with scope definition, methodology of execution, deliverables, activity-responsibility-timeline matrix, dependencies, risks & risk mitigation plan, required terms & conditions, and other aspects.

2. Contribution

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.

3. 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.

4. 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.

5. 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.

6. Assignment

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

7. 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.

8. Confidentiality

- a. Ninjacart and Ministry of Agriculture may exchange Confidential Information as defined in the non-disclosure agreement attached as Appendix B to this MOU (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 Ninjacart brings in partners, the same confidentiality clauses would apply to the partners as well and Ninjacart may in turn enter into agreements/MoU with its partners on this subject to the overall conditions of this agreement.

9. 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.

10. 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 4 (Term and Termination), 5 (Expenses), 7 (Assignment), 8 (Amendments or Modification), 9 (Confidentiality), 10 (Relationship of the Parties), 11 (Binding Provisions), 12(Limitation of Liability),13 (Foreign Corrupt Practices) and 15 (Dispute Resolution) 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 Ninjacart.

a. Limitation of Liability

1. 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. Ninjacart's 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 Ninjacart's 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.

11. 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.

12. 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.

13. 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.

14. Notices

All notices required to be given under this MOU shall be in writing and may be served in person, sent by pre-paid mail to the Party's address as set out in this MOU or sent by facsimile or electronic mail to the number or address as specified by the other party.


(i) in the case of Notice to Ministry of Agriculture, to:
Address: Krishi Bhavan, Dr Rajendra Prasad Road, New Delhi, Delhi
110001

(ii) in the case of Notice to Ninjacart, to:
Address: We Work Vaishnavi Signature, No. 78/9, Outer Ring Road,
Bellandur Village, VarthurHobli, Bengaluru, Karnataka - 560103
Attention: *Legal Affairs*

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 Ministry of Agriculture.



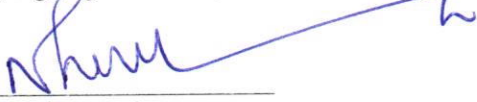
(signature) **VIVEK AGGARWAL**
अपर सचिव/Additional Secretary
भारत सरकार/Government of India
कृषि एवं किसान कल्याण मंत्रालय/Ministry of Agriculture & Farmers Welfare
कृषि, सहकारिता एवं किसान कल्याण विभाग/Min. of Agri., Coopn. & Farmers Welfare
कृषि भवन, नई दिल्ली/Krishi Bhawan, New Delhi-110001

Shri. Vivek Aggarwal

(Additional Secretary, Department of Agriculture and Farmers' Welfare)

63 Ideas Infolabs Private limited

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



(signature)

Mr. Thirukumaran Nagarajan

(Co Founder and CEO Ninjacart)



EXHIBIT A

Solution overview:

Ninjacart will develop and host the AgriMarket place Platform(AMP), which will enable bringing together of all the participants in the post-harvest market linkage. There are multiple players / entities involved in this linkage and coordination between these players is critical in successfully operating the market linkages. AMP platform will digitally enable and orchestrate the same, thereby bringing in efficiencies in the overall market linkages. As multiple methods of supply are bound to exist based on the produce specific characteristics, AMP will be able to align the processes with those needs seamlessly. AMP will be able to incorporate 3rd party content that are made available through open access and standards.

AMP will help provide a 360 degree engagement with all the players in the ecosystem and also help achieve fork-to-farm flow of information as highlighted in the “Report of the Committee on Doubling Farmers’ Income”.

<p>Ninjacart Contribution</p>	<ul style="list-style-type: none"> • Subject Matter Expertise (SME) to evolve the proposed initiative. • Design, develop and deploy the AMP in phases, with each phases decided based on technical and market requirements. • Provide technical inputs to different entities that enable the linkages like FPOs, Mandis etc. • Program Management/ project management towards successful building and execution of AMP • Implement algorithm driven process to enable the market making • Bring forth efficiency through using the latest technology tools like image recognition, ML etc. • Digital on boarding of different players in the ecosystem like farmers, truck operators, traders, Mandis, retailers etc. • Take marketing and operations initiatives to successfully run the platform • Take commercial/pricing decisions to bring partners on board and enable them to work with AMP. • Conduct PoC in few district where Ninjacart is currently not present. The locations will be finalised after discussions with the Ministry and listed in Appendix A. • Work with other players in the ecosystem to evolve a common and transparent interoperable standard. • Presentation of solution capability to be made to Ministry and concerned stakeholders • Conceptualize PPP model with ministry, states, and other stakeholders for supporting the entities / individuals who are part of the linkage ecosystem.
<p>Ministry of Agriculture Contribution</p>	<p>A. Engagement leadership and guidance:</p> <ul style="list-style-type: none"> • Provide functional requirements for the proposed initiative • Provide required data sets by engaging with concerned authorities for the initiative; Data security and ownership of data to reside with Ministry of Agriculture • Provide required devices and resources to augment to



	<p>capability of solutions offered by Ninjacart through partners</p> <ul style="list-style-type: none"> • Offer Subject Matter Expertise (SME) to evolve the proposed initiative and pilot development • Provide Test cases and Test data for validation of the proposed initiative • Finalize the talukas/ villages for implementing PoC <p>B. Spearheading governance of stakeholders across ministries and states:</p> <ul style="list-style-type: none"> • Validate the proposed initiative's outcome and output aligned with the objective of the proposed initiative. • Create roadmap, calendar and milestones for implementation of successful initiative. • Facilitate engagement with concerned Government authorities for showcasing the solution capability • Preparation for formal partnership announcement with Ninjacart and Ministry with press release • Creating PPP model (including states) for future scope of national launch: include data analytics model communication plan, strategy for farmer adoption of the solution •
Expiry Date	For one year from the date of signing of this agreement.

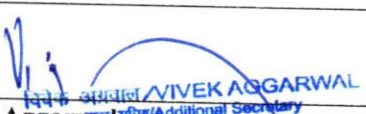

Appendix A

Locations where the PoC will be conducted

S.No.	State	District
1	Madhya Pradesh	Chhindwara
2	Gujarat	Anand
3	Madhya Pradesh	Indore

Non-Disclosure Agreement (Standard)

This Non-Disclosure Agreement ("agreement") is between the parties signing below. "We" "Us" And "Our" refer to both of the parties signing below and our respective affiliates.

Department of Agriculture and Farmers Welfare	63Ideas Infolabs Private Limited
Krishi Bhavan, Dr Rajendra Prasad Road, New Delhi, Delhi 110001.	Vaishnavi Signature, 9 th Floor, 78/9 Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore 560103
Signature: 	Signature: 
Shri. Vivek Aggarwal Additional Secretary भारत सरकार / Government of India कृषि एवं किसान कल्याण विभाग / Mo Agriculture & Farmers Welfare कृषि, कल्याण एवं किसान कल्याण विभाग / Div. Agrl. & Farmers Welfare कृषि भवन, नई दिल्ली / Krishi Bhawan, New Delhi-110001	Mr. Thirukumaran Nagarajan
Additional Secretary, Department of Agriculture and Farmers Welfare	Co Founder and CEO Ninjacart
Signature Date: 14th September, 2021	Signature Date: 14th September, 2021

For information about this agreement, contact the Ninjacart Contact.

1. The purpose of this agreement:

This agreement allows us to disclose confidential information to each other, to our own affiliates and to the other's affiliates, under the following terms. An "affiliate" is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Confidential Information:

- a. what is included. "confidential information" is non-public information, know-how and trade secrets in any form that:
 - o Are designated as "confidential" or
 - o A reasonable person knows or reasonably should understand to be confidential.
- b. What is not included. The following types of information, however marked, are not confidential information, information that:
 - o Is, or becomes, publicly available without a breach of this agreement;
 - o was lawfully known to the receiver of the information without an obligation to keep it confidential;
 - o Is received from another source who can disclose it lawfully and without an obligation to

keep it confidential;

- o Is independently developed; or
- o Is a comment or suggestion one of us volunteers about the other's business, products or services.

c. Treatment of confidential information:

(I) In general, Subject to the other terms of this agreement, each of us agrees:

1. We will not disclose the others confidential information to third parties; and
2. We will use and disclose the others confidential information only for purposes of our business relationship with each other.

(II) Security precautions. Each of us agrees:

- o To take reasonable steps to protect the others confidential information. These steps must be at least as protective as those we take to protect our own confidential information;
- o To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information; and
- o To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.

(III) Sharing confidential information with affiliates and representatives.

- o "representative" is an employee, contractor, advisor, or consultant of one of us or one of our respective affiliates.
- o Each of us may disclose the other's confidential information our representatives (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must:
 - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
 - accept responsibility for each representative's use of confidential information.
- o Either of us is required to restrict work assignments of representatives who have had access to confidential information. Neither of us can control the incoming information the other will disclose to us in the course of working together, or what our representatives will remember, even without notes or other aids. We agree that use of information in representatives, unaided memories in the development or deployment of our respective products or services do not create liability under this agreement or trade secret law, and we agree to limit what we disclose to the other accordingly.

d. Disclosing confidential information if required to by law. Each of us may disclose the other's confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior notice to provide areas on able chance

to seek a protective order.

3. Length of confidential information obligations

- a. **Termination.** This agreement continues in effect until one of us terminates it. Either of us may terminate this agreement for any reason by providing the other with 30 days' advance written notice. Termination of this agreement will not change any of the rights and duties made while this agreement is in effect.
- b. **No other use or disclosure of confidential information.** Except as permitted above, neither of us will use nor disclose the other's confidential information for five years after we receive it. The five-year time period does not apply if applicable law requires a longer period or if any order is issued to this effect by DA&FW.

4. General rights and obligations

- a. **Law that applies, jurisdiction and venue.** The laws of the Country of India govern this agreement. We each consent to the jurisdiction and venue in the courts of India.
- b. **Compliance with law.** Each of us will comply with all export laws that apply to confidential information.
- c. **Waiver.** Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- d. **Money damages insufficient.** Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may seek court orders to stop confidential information from becoming public in breach of this agreement.
- e. **Attorney's fees.** In any dispute relating to this agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.
- f. **Transfers of this agreement.** If one of us transfers this agreement, we will not disclose the other's confidential information to the transferee without the other's consent.
- g. **Enforceability.** If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain in place.
- h. **Entire agreement.** This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above, we may have contracts with each other covering other specific aspects of our relationship ("other contracts"). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information. It replaces all other agreements and understandings regarding confidential information. We can only change this agreement with a signed document that states that it is changing this agreement.