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Account Reference	:	IMPACC (IV)/ dl927103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLL92710387774452718535R
Purchased by	:	AGRINNOVATE INDIA LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AGRINNOVATE INDIA LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	AGRINNOVATE INDIA LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



Please write or type below this line

TECHNOLOGY LICENSE AGREEMENT FOR TECHNOLOGY OF COW URINE BASED HERBAL PLANT GROWTH REGULATOR

This **Technology License Agreement** (hereinafter referred to as the "Agreement") is entered into on this 22 day of May, 2019 at New Delhi by and

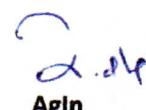
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ICAR-NCIPM



Massors Mahajeet and Sons



Statutory Alert:

- The authenticity of this Stamp Certificate could be verified at "www.e-Stamp.gov.in". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

ICAR-National Research Centre for Integrated Pest Management is an Institute under 'The Indian Council of Agricultural Research' (hereinafter referred to as ICAR), registered under the Societies Registration Act, 1860 having its registered office at Rajendra Prasad Road, Krishi Bhawan, New Delhi — 110001, being the Licensor of the Technical Information and provider of Technical Assistance as contemplated in this Agreement, hereinafter referred to as "Licensor" or the "Party of the FIRST PART".

AND

Massors Mahajeet and Sons a company incorporated under the laws of India under the MSME UAN UP54D0025610 dated 19th Feb. 2011 and having its head office at Nagla Deviya, Sonkh Dehat, Magorra, Sonkh, Mathura, Uttar Pradesh-281123, India, represented through its authorized signatory Mr. Mahajeet Singh being the licensee of the Technical Information and receiver of Technical Assistance contemplated in this Agreement, hereinafter referred as the "Licensee" or the "Party of the SECOND PART".

AND

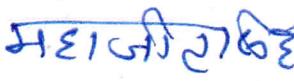
Agrinovate India Ltd., a company incorporated under the provisions of the (Indian) Companies Act, 1956, having its registered office at G-2, A Block, NASC Complex, DPS Marg, Pusa Road, New Delhi-110012, hereinafter referred as the "Facilitator" or the "Party of the THIRD PART"

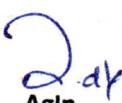
(Party of the FIRST PART, Party of the SECOND PART & Party of the THIRD PART are hereinafter collectively referred to as the "Parties" and any of the same individually as "Party").

PREAMBLE

A. **WHEREAS** ICAR-National Research Centre for Integrated Pest Management (NCIPM), India was established in February, 1988 to cater to the plant protection needs of different agro-ecological zones of the country. NCIPM has made a modest beginning in achieving the goals of Integrated Pest Management (IPM) and is now making essential and pragmatic efforts to develop computer-based programs for storage and retrieval of information on different aspects of IPM. Research programmes have been


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formulated for number of crops for promoting environmentally sound IPM technologies.

B. **AND WHEREAS**, CONEEM, a cow urine based herbal formulation, has been developed with effective plant growth regulator properties, which has been patented in India. The invention was granted patent on 23rd July 2009. The product had been tested under lab as well as field for tomato crop, for successive two years, at IARI fields of Agronomy Division.

C. **AND WHEREAS** the Party of the FIRST PART has signed a Technology disclosure form dated 08/11/2018 in favor of the Party of the THIRD PART disclosing the true content of the technology and further to authorize the Party of the THIRD PART to carry out the commercialization.

D. **AND WHEREAS** Massors Mahajeet and Sons deals in manufacturing and selling of dairy products, Biofertilizers, Biopesticides, Herbal tea, Herbal soap, Hair Oil, Detergent, Toothpaste, Agri related products like pulses, grains, vegetables and fruits etc. Massors Mahajeet and Sons main area of operation is Mathura, Uttar Pradesh and they targeted to sell the product through the retailers and wholesalers.

E. **AND WHEREAS**, the Party of the FIRST PART has agreed to grant and the Party of the SECOND PART has agreed to accept the Technology License and the Technical Information as per terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, both Parties hereby agree as follows

ARTICLE 1: DEFINITIONS

In this Agreement, each of the following terms shall have the following meanings, unless otherwise required by context:

- 1.1. **“Technology”** means the technology for “Cow-Urine based Herbal Plant Growth Regulator”;
- 1.2. **“Licensed Product”** means a product that uses the technology;

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- 1.3. "**Effective Date**" shall mean the date of signing of this Agreement by Party of the FIRST PART and Party of the SECOND PART;
- 1.4. "**Intellectual Property Rights**" shall mean all forms of intellectual property (whether registered or not and including all applications for the same) and shall include any legally protectable product or process of the human intellect registrable as trademarks, copyrights, patents, trade secrets, designs or otherwise such as an expression or literary creation, rights in names, characters and artwork, process, and presentation;
- 1.5. "**Technical Assistance**" shall have the meaning assigned to it in Article 3;
- 1.6. "**License Fee**" shall have the meaning assigned to it in Article 2.2;
- 1.7. "**Technical Information**" shall mean the valuable and proprietary technical information, know-how and / or the license rights relating to technology as set out in Annexure/Exhibit of this Agreement;
- 1.8. "**Term**" shall mean the term of this Agreement commencing from the Effective Date until terminated as per Article 7;
- 1.9. "**Territory**" shall mean the territory of India;
- 1.10. "**Person**" shall mean any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);
- 1.11. "**Terms of Trade**" shall mean the short outline of the key terms and conditions for the material transfer derived from Standard Terms in plain, non-legal language agreed by all Parties.
- 1.12. "**Standard Terms**" shall mean the document which outlines background of the technology, technology details, licensing terms like licensing fee, duration, handholding requirement, nature of license, compliance required, licensing territory, Material to be transferred etc.,

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ARTICLE 2: GRANT OF LICENSE

- 2.1. In consideration of the Party of the SECOND PART paying License Fee as per Article 2.2 of this Agreement, the Party of the FIRST PART hereby grants to the Party of the SECOND PART and the Party of the SECOND PART accepts, subject to the terms and conditions set forth in this Agreement, the non-exclusive License to use the Technology and the Technical Information during the Term of this Agreement for the purposes of manufacturing, sale and supply of Products in the Territory.
- 2.2. The Party of the SECOND PART shall pay to the Party of the THIRD PART a Technology License and Technical Assistance fee of Rs. 1.00 lakhs (Rs. One lakh Only) plus Rs. 18,000 (GST @ 18% of license fee) as may be applicable for the use of Technology ("Cow-Urine based Herbal Plant Growth Regulator") during the Term of the Agreement. The royalty of 2% + applicable taxes shall be paid by the Party of the SECOND PART to the Party of THIRD PART during the term of this agreement on yearly basis at the end of financial year as per Terms of Trade. The royalty should be paid within 30 days of it becoming due. The Party of SECOND PART shall submit the sales figures to THE Party of the THIRD PART on yearly basis, which Party of the THIRD PART will communicate to the Party of the FIRST PART also.
- 2.3. The Party of the SECOND PART shall not sub-license, disclose, part with or dispose of, whether by sale, transfer, gift or other disposition, the Technical Information or Improvements made by the Party of the SECOND PART or any part thereof to any third party except with the prior written consent of the Party of the FIRST PART.
- 2.4. No right or license is granted by the Party of the FIRST PART to the Party of the SECOND PART by this Agreement, except as expressly set out in this Article 2.
- 2.5. The Party of the SECOND PART undertakes, during the Term of this Agreement, not to exploit the Licensed Technical Information in the Territory other than for manufacture and sale of Products. Exploitation of licensed technical information after license period is not allowed.
- 2.6. The Party of the SECOND PART shall at its own cost affix a label or inscribe, in a conspicuous manner on the product and upon container/pack containing the product or its components and spares (whichever applicable), the legend "technology/know-how developed at ICAR- NCIPM". Similarly, every advertisement, publicity material

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etc., in respect of the product shall have/include the same legend in bold letters as aforesaid, in a conspicuous manner.

ARTICLE 3: TECHNICAL ASSISTANCE

3.1. The Party of the FIRST PART agrees to provide the Party of the SECOND PART with Technical Assistance and all know how of the Technology owned by the Party of the FIRST PART that is reasonably required for the transmission of the Technology in accordance with the conditions specified in this Article 3. The Technical Assistance would mean and deem to include all of the following:

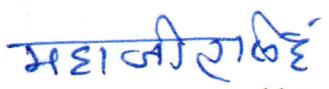
- a) Technical information of the technology with details on all materials used, the specifications for each material, required control procedures and the technology know-how/ intellectual property shall be provided to SECOND PART by FIRST PART.
- b) Training: On field training in two phases of 2 days each for a maximum of 2 persons. The Party of the SECOND PART shall pay the training fee of Rs. 10,000 to the Party of the FIRST PART at the time of the training. The entire expenses of their travel; boarding/lodging shall be entirely borne by the SECOND PART.
- c) All statutory/necessary requirements related to registration of product, production, marketing & sales, transportation, performance of the product and storage along with quality control (at all levels) will be fulfilled by the Party of the SECOND PART.
- d) Party of the FIRST PART and Party of the THIRD PART shall not be responsible for the performance of the product in the market/with end users.

3.2. The Party of the SECOND PART shall permit a duly authorized representative of the Party of the FIRST PART and Party of the THIRD PART, upon reasonable notice, to inspect the premises of the Party of the SECOND PART from time to time to ascertain that the provisions of this agreement are being complied with by the Party of the SECOND PART.

3.3. Except for wilful misconduct by the Party of the FIRST PART and Party of the THIRD PART, its employees, and its agents, the Party of the SECOND PART agrees to hold harmless and indemnify the Party of the FIRST PART and Party of the THIRD PART, its employees, and its agents from the following:


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a) All product liability claims arising from the manufacture, use, or sale of the Licensed Products made by the Party of the SECOND PART;

3.4. The Party of the FIRST PART agrees that, upon the written request from the Party of the SECOND PART, it shall organise one or more visits by one or more scientists / technicians well versed in the technology to provide assistance and guidance, if required, till the commencement of the trial production. The entire expenses of the travel by air or other logistics, boarding/lodging of the scientists / technicians shall be borne entirely by the Party of the SECOND PART. In addition to this, the per diem charges shall be payable by the Party of the SECOND PART to the visiting scientist and technician to the premises of Second Part as per ICAR guidelines.

3.5. The Technology is being Licensed on "as is where is" basis. Any further refinement or improvement made on the Technology licensed as per ARTICLE 1.1 by the Party of the FIRST PART, shall not be covered under this agreement.

3.6. All the employees of the party of the FIRST and THIRD PART shall act merely in an advisory capacity and neither the Party of the FIRST/THIRD PART nor such employees shall be liable in any manner for any loss, damage or injury, including but not limited to, any consequential loss, pecuniary loss and loss of profits.

ARTICLE 4: CONFIDENTIALITY

4.1. Subject to Article 6.2, during the Term of this Agreement and thereafter, the Party of the SECOND PART shall keep and shall ensure that its employees shall keep secret and confidential and not disclose or communicate or permit to be communicated or disclosed any part of Technical Information and Improvements and any other information (whether or not technical) of a confidential nature, obtained from the Party of the FIRST PART under this Agreement to any person and also shall safeguard the Technical Information and Improvements to prevent disclosure and maintain its confidentiality.

4.2. The Party of the SECOND PART may disseminate, in whole or in part, the Confidential Information to a limited number of its employees to the extent necessary for such employees for the sole purpose of manufacture and sale of the Products in the Territory. The Party of the SECOND PART, however, shall take adequate precaution to ensure prevention of dissemination of the Technology know-how except as provided in the


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agreement. The Party of the SECOND PART shall execute a non-disclosure agreement with such employee.

4.3. The provisions of this Article shall survive the Termination and expiration of this Agreement.

ARTICLE 5: OWNERSHIP OF TECHNICAL INFORMATION

5.1. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, The Party of the FIRST PART shall continue to have full rights of ownership with respect to Technology, the associated Technical Information, Technical Know-how provided to the Party of the SECOND PART under this Agreement. This Agreement provides the Party of the SECOND PART with only a non-exclusive and non-assignable right to use Technology, Technical Information and Technical Know-how during the Term of this Agreement. The Party of the SECOND PART agrees not to assert any rights of ownership on the Technical Information and Improvements whether, by way of obtaining Intellectual Property Rights registration in or outside India or otherwise with respect to such Technical Information and Improvements.

5.2. In the event of any claims being raised or action being taken against the Party of the SECOND PART or its Directors by any party for breach of Intellectual Property Rights with relation to Technology, including but not limited to ownership or title in the Technical Information and Improvements of such party, the Party of the SECOND PART shall immediately intimate Party of the FIRST and THIRD PART about the claim.

5.3. The Party of the SECOND PART shall also promptly notify parties to this agreement, if it becomes aware of any unauthorized use of Technology, Technical Information and Improvements by any party.

ARTICLE 6: IMPROVEMENTS

6.1. In the event the Party of the FIRST PART makes any Improvement, it may, at its sole discretion, make those Improvements available to the Party of the SECOND PART. In all such cases, a separate Agreement shall be signed to License the Improvements at an additional cost that may be prescribed by the Party of the THIRD PART in consultation with FIRST PART.

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6.2. If the Party of the SECOND PART desires to effect any improvements to the Technology and /or Technical Information on its own initiative, the Party of the SECOND PART shall submit to the Party of the FIRST PART a written request for approval together with the particulars of the modification proposed. Party of the FIRST PART in consultation with THIRD PART may, approve such Improvements suggested by the Party of the SECOND PART.

6.3. Ownership rights in any Improvements made by the Party of the SECOND PART directly or indirectly in the Technology by the Party of the SECOND PART, shall belong to both Party of the FIRST PART and Party of the SECOND PART.

ARTICLE 7: TERM AND TERMINATION

7.1. This Agreement shall become effective on the date of signing and shall remain valid for a period of 5 years.

7.2. The Parties shall be entitled to terminate this Agreement forthwith, by giving a notice in writing, upon the happening of any one or more of the following events:

- (i) A material breach of any of the provisions of this Agreement by any of the PARTIES and if the defaulting party fails to remedy the breach to the satisfaction of non-defaulting party, within 30 (thirty) days from the date of being notified thereof; and
- (ii) The Party of the SECOND PART goes into liquidation or passes a resolution for voluntary winding-up or a receiver or provisional liquidator is appointed in respect of any of the property of the Party of the SECOND PART or a petition for winding-up of the Party of the SECOND PART is admitted by a competent court.

7.3. In the event of expiry or termination of this Agreement for any reason whatsoever, and subject to any express provisions set out elsewhere in this Agreement:

- a) all outstanding sums payable by the Party of the SECOND PART to the Party of the THIRD PART shall immediately become due and payable;
- b) all rights and licenses granted to the Party of the SECOND PART by the Party of the FIRST PART shall cease;

- c) the Party of the SECOND PART shall cease all exploitation of the Technology, Technical Information and any other know-how provided by Party of the FIRST PART to the Party of the SECOND PART;
- d) the Party of the SECOND PART shall promptly return to Party of the FIRST PART all technical and promotional material in its possession relating to the Products and the Technical Information and all copies of such material;
- e) the Party of the SECOND PART shall have the right to dispose of all stocks of the products in its possession and all products in the course of manufacture at the date of termination.

7.4. The rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination or expiry of this Agreement, shall not be extinguished by termination of this Agreement.

7.5. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, after the termination of this Agreement, the Party of the SECOND PART shall have no right whatsoever to use the Technology, Technical Information and Improvements.

ARTICLE 8: ASSIGNMENT

Party of the SECOND PART hereto shall not assign or transfer to any third party all or any part of this Agreement or any of its rights or obligations under this Agreement

ARTICLE 9: FORCE MAJEURE

9.1. No Party shall be liable to the other Party if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party and which are unforeseen, unavoidable or insurmountable, including, but not limited to, Government legislation, fires, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease, epidemics, act of terrorism, wars and riots, and Government acts, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of

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- c) the Party of the SECOND PART shall cease all exploitation of the Technology, Technical Information and any other know-how provided by Party of the FIRST PART to the Party of the SECOND PART;
- d) the Party of the SECOND PART shall promptly return to Party of the FIRST PART all technical and promotional material in its possession relating to the Products and the Technical Information and all copies of such material;
- e) the Party of the SECOND PART shall have the right to dispose of all stocks of the products in its possession and all products in the course of manufacture at the date of termination.

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transport, telecommunication or electric current, not arising out of any act or omission of the Parties. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

9.2. Notwithstanding, anything contained in Clause 9.1, the Party to the SECOND PART shall make all payments that is due and payable under this Agreement to the Party of the FIRST PART /THIRD PART without claiming any exemptions.

ARTICLE 10: MODIFICATION

This Agreement shall not be modified or amended in any manner whatsoever except by a document in writing duly signed by authorized representatives of each Party and approved by Board of Directors of the Party of the THIRD PART.

ARTICLE 11: SEVERABILITY

11.1. If any provision of this Agreement contravenes applicable law or regulations, all the Parties agree to modify this Agreement to avoid any such contravention and to allow the intended performance of this Agreement by the Parties hereto.

11.2. The provision of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon all the Parties.

ARTICLE 12: WAIVER

The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.

ARTICLE 13: NOTICE

Any notice, request, demand, direction and other communication provided for in this Agreement shall be made in writing in the English language and shall be sent by email,

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(2) Twenty-four (24) hours after completion of proper transmission in the case of telefax/ email communications.

ARTICLE 14: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, between the Parties.

ARTICLE 15: GOVERNING LAW

This Agreement shall be governed by and construed under the existing laws of India.

ARTICLE 16: DISPUTE RESOLUTION AND ARBITRATION

16.1. If any difference, dispute, controversy or claim (a "Dispute") arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, any party may give the other party a written notice of dispute adequately identifying and providing details of the dispute. On receipt of such notice by the other party, the parties shall try to settle the dispute amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of dispute by the other party by taking THIRD PART into confidence.

16.2. If the dispute is not resolved by such good faith negotiations within the period of 30 days, the parties agree to settle the dispute through arbitration by referring the same to a Sole Arbitrator to be appointed by the Party of the FIRST PART. The arbitration shall be governed by Arbitration and Conciliation Act, 1996 as amended by The Arbitration & Conciliation (Amendment) Act, 2016. The place of arbitration shall be Delhi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed to between the parties.

16.3 The parties hereto agree that the award and determination of the arbitrator shall be final and binding on both parties hereto.


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ARTICLE 17: COSTS

Each Party shall bear its own costs and expenses incurred by it in relation to the negotiation, execution and performance of this Agreement.

ARTICLE 18: NO PRESS RELEASE WITHOUT CONSENT

No press release related to this Agreement or the transactions contemplated herein, or other announcement will be issued by any of the Parties without the prior written approval of the other Party/ parties.

ARTICLE 19: SURVIVAL OF OBLIGATIONS

The provision or covenant of this Agreement, which expressly or by its nature, impose obligation beyond the expiration or termination of this Agreement, shall survive such expiration or termination.

ARTICLE 20: COUNTERPARTS

This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate.

SIGNED AND DELIVERED FOR AND ON BEHALF OF:

The Party of the FIRST PART

Signature:

HP Sardana
निदेशक
Director

भारतीय राष्ट्रीय समेकित नाशी-जीव प्रबंधन अनुसंधान केन्द्र
All India National Research Centre for Integrated Pest Management
लाल बाजार, नई दिल्ली-110012
91-11-24621122

Name & Designation: Dr. H. R. Sardana, Director

Address: ICAR-National Research Centre for Integrated Pest Management, Pusa
Campus, New Delhi-110012, India

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ICAR-NCIPM

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The Party of the SECOND PART

Signature:



Name & Designation: Mr. Mahajeet Singh

Address: Massors Mahajeet and Sons, Nagla Deviya, Sonkh Dehat, Magorra, Sonkh, Mathura, Uttar Pradesh-281123, India

The Party of the THIRD PART

Signature:



Name & Designation: Dr. Sudha Mysore, CEO

Address: Agrinovate India Limited, G-2, "A" Block, NASC Complex, DPS Marg, New Delhi-110012, India

IN THE PRESENCE OF:

Witnesses:

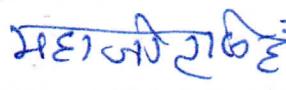
a) Name and Address:


Vicas Kapoor
IITM, NCIPM
New Delhi

b) Name and Address:


Dr. Seemita Arora
Principal Scientist & Inventor
NCIPM, Pusa Campus
N. Delhi-12


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registered mail, telefax, express courier or delivered in person and shall be directed by Party of the FIRST and SECOND PART to the Party of the THIRD PART at its respective address as mentioned below. Either Party may by written notice to the Party of the THIRD PART, change the address to which requests or notices shall be directed.

In the case of notices to Party of the FIRST PART:

Address ICAR-National Research Centre for Integrated Pest Management, Pusa Campus, New Delhi-110012

Attn The Director

E-mail director.ncipm@icar.gov.in

Ph. +91-11-25843936

In the case of notices to Party of the SECOND PART:

Address Massors Mahajeet and Sons, Nagla Deviya, Sonkh Dehat, Magorra, Sonkh, Mathura, Uttar Pradesh-281123, India

Attn Director

E-mail mahajeetandsons@gmail.com

Ph. +91-9456008315

In the case of notices to Party of the THIRD PART:

Address Agrinovate India Limited, G-2, "A" Block, NASC Complex, DPS Marg, New Delhi, 110012

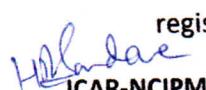
Attn Chief Executive Officer

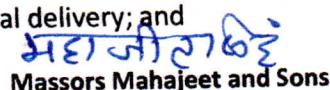
E-mail ceo@agrinnovate.co.in

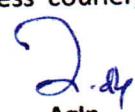
Fax +91-11-25842124

Notices shall be deemed to have been given:

(1) Upon receipt or refusal of receipt in the case of those sent by express courier, registered mail or personal delivery; and


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