

## **BUSINESS PARTNERSHIP AGREEMENT**

This Business Partnership Agreement is entered into between Plantix Agritech India Pvt. Ltd., a company incorporated under the Companies Act, 2013 having its registered office at [•] (hereinafter referred to as '**Buyer App**' or '**Plantix**'),

**AND**

Seller App.

Plantix and Seller App are hereinafter collectively referred to as the Parties and individually as the Party.

### **WHEREAS**

1. Plantix has onboarded the ONDC Network as a Buyer Side Application and agrees to provide Services to Seller App on the terms and conditions set forth herein
2. Seller App have onboarded the ONDC Network as a Seller Side Application and provides services such as logistics, packing, shipping, etc., as also detailed herein below.
3. Seller App has agreed to avail Buyer App's services for the purpose of facilitating Order placed by the Buyer on the Buyer App.
4. Seller App is desirous of availing following services from the Buyer App:
  - a. Identify potential Buyers on the basis of the criteria provided by Seller App; and
  - b. Facilitate Buyers to purchase Sellers Product(s).
5. Seller App has represented that all its sellers have required license/ permission to sell insecticides/ pesticides, seeds and fertilizers via the online platform and undertakes to be responsible for disclosing it to the Buyer App if any of its Seller does not have a valid license to sell the Licensed Product(s)
6. The terms and conditions provided hereinafter including the terms and conditions exchanged between the Parties through the ONDC Protocol (Confirmation) will govern the relationship between the Parties.

**This Business Partnership Agreement is being entered into on the terms and condition as set-out hereunder:**

1. **Definitions:** All terms used herein, unless the context otherwise requires or unless specifically defined herein, shall have the meanings ascribed to them in the ONDC Network Policy or ONDC Network Participant Agreement, as the case may be.

**1.1 Business Day** shall mean a day other than

(i) public holidays; and

(ii) a day on which normal business cannot be transacted due to storms, flood, bandhs, strikes, etc., or any circumstances beyond the control of the Parties.

**1.2 Buyer** shall mean a legal person who makes a purchase of Sellers Product(s) on the Buyer App.

**1.3 Confirmation**, as defined in the preamble of the Agreement.

**1.4 Collector** means the entity responsible for collecting payment from the Buyer, as agreed in the Confirmation, and detailed in this agreement.

**1.5 Data Protection Legislation** means all legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):

- (i) The Information Technology Act, 2000 (as amended from time to time), including the rules framed thereunder or any other legislation that replaces it including the Digital Personal Data Protection Act, 2023;
- (ii) All other guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator
- (iii) Any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.

**1.6 Personal Data** shall have the same meaning as ascribed to it under the Information Technology Act, 2000 (as amended from time to time) or the Digital Personal Data Protection Act, 2023, whichever is in effect.

**1.7 Delivery** means:

- (i) collection of the Shipments from the location(s) agreed between the Parties; and
- (ii) the delivery of such Shipments to the Buyer at the location provided in the Order details.

**1.8 ETA/ Estimated time of Arrival** means the estimated time of arrival of the Shipment, as communicated by the Seller App to Buyer App in configurable terms of this Agreement.

**1.9 Hyperlocal** means delivery within city/ town limits.

**1.10 Intercity** means delivery beyond city/ town limits.

**1.11 Licensed Product(s)** means Sellers Product(s) which require a valid license to sell, stock and exhibit for sale, such license being issued by the licensing authority under Insecticides Act, 1968, Seeds Act, 1966, Essential Commodities Act, 1955 and the Fertilizers (Control) Order, 1985, and includes insecticides, pesticides, fertilizers and seeds.

**1.12 Network Participants** means all the entities that are a part of completing Buyers Order, including the Buyer App and Seller App.

**1.13 Order** means all the Sellers Product(s) purchased by the Buyer on the ONDC Network through the Buyer App.

**1.14 Order details** means Order ID, description and quantity of Sellers Product(s) ordered by the Buyer, Buyer's Address and details such as phone number, etc., timeline of shipment – as communicated/ promised to the Buyer by the Buyer App.

**1.15 Order ID** means a unique reference number against the Order issued by the Buyer App to the Buyer after the Buyer places an Order on the Buyer App, and subsequently the Buyer App shares the same number to the Seller App.

**1.16 Sellers Product(s)** means products made available to the Buyer by the Buyer App, and includes:

- (i) Licensed Product(s);
- (ii) non-licensed products; or
- (iii) any related deal/ gift card/ gift voucher/ electronic code, made available by the Sellers App.

**1.17 RTO/ Return to Original Address** means return of Shipment to original pickup address.

**1.18 Settlement Basis:** The settlement basis shall be the expiration of the order return window, as defined in the applicable order terms and conditions.

**1.19 Settlement Window** shall mean the specified number of working days within which the Network Participants will settle the amounts owed to each other and other participants such as the Buyer, Seller or ONDC, as applicable.

**1.20 Shipment** means Order containing Sellers Product(s) consolidated and packaged together and handed over – to the entity procuring logistics or a Logistics Service Provider engaged by the Seller App.

## **2. General Obligations of the Parties:**

2.1 All payments under this Agreement shall be subject to deduction or withholding as required by any applicable law and as permitted under the Confirmations.

2.2 Each Party shall use its own infrastructure, manpower, personnel and other facilities and bear its own expenses for the performance of the terms hereof.

2.3 Plantix shall act as a pre-order Application Programming Interface on the ONDC Network and shall:

- (i) Display the Sellers Product(s) to the Buyers at the Buyer App;

- (ii) Place Order at the Buyer App, for the Buyers; (iii) After an Order has been placed – forthwith send the Order details to the Seller App for Shipment; and
- (iv) Collect/ remit payment of the Order from/ to the Buyer.

2.4 Seller App shall act as a post-order Application Programming Interface on the ONDC Network and shall:

- (i) Acknowledge the receipt of the Order details;
- (ii) Be responsible for timely shipment of the Order to the Buyer;
- (iii) Undertake customer grievances/ provide customer support to the Buyer, in case Buyer faces any difficulties (in the form of wrong order, delayed delivery etc...);
- (iv) Provide services of cancellation to the Buyer;
- (v) Provide an option to the Buyer to track its Order; and
- (vi) Provide a Buyer finder fee to Plantix, as detailed in clause 3 of this Agreement.

2.5 Buyer App shall not make any warranties or guarantees concerning the Seller, Seller App or the Sellers Product(s), other than those provided by the Seller or the Seller App in writing to the Buyer App pursuant to this Agreement.

2.6 Following the settlement basis, the settlement shall be completed within a period of seven (7) days, which constitutes the settlement window. Settlement will occur no later than seven (7) days after the expiration of the order return window.

2.7 Buyer App shall entertain issues or queries made on the settlements within a maximum of seven (7) days of providing the recon file with payment details updated.

2.8 Either Party may change its account for receiving a payment by giving notice to the other Party at least five Business Days prior to the scheduled settlement date for the payment to which such change applies.

### **3. Buyer Finder Fee:**

3.1 The Buyer App shall charge the Seller App a fee of 3% ('Fees') per order, as agreed upon by the Parties in the Confirmation.

3.2 Buyer App will provide an Order ID placed by the Buyer and the same will also be used as the reference to raise the invoice for payment of Fees.

#### **3.3 Tax Obligations on Fee:**

3.3.1 The Fees quoted is exclusive of goods and service tax which shall be additional.

3.3.2 TDS, as applicable on the sale of Sellers Product(s) by the Buyer App and charged to the Buyer, shall be remitted to Seller App on Fees, once in a quarter post submission of Quarterly TDS statement by them.

#### **3.4 Tax obligations on the value of the Sellers Product(s):**

(i) Both Parties agree and acknowledge that the Buyer App retains the right to deduct tax at source “TDS” as per the provisions of Income Tax Act, 1961 or any other applicable taxes (as per the prevailing rates under the law) before settling the amount due to the Seller App.

(ii) Both Parties agree and acknowledge that the responsibility of deducting tax collected at source “TCS” under the Goods and Services Tax shall be as per the applicable law at the time of deduction of the tax.

#### 4. **Cancellation of Orders:**

##### 4.1 Cancellation of Orders pre-shipment:

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks

##### 4.2 Cancellation of Orders post-shipment:

##### 4.3 Buyer/ Buyer App may initiate post-shipment cancellation by way of the following:

(i) Non-receipt/ acceptance by the Buyer of the Sellers Product(s) on attempted delivery; or

(ii) Delay in delivery, and resultantly, acceptance – by the seller or Seller App – of refund, while delivery is pending.

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks

#### 5. **Refund/ Return/ Replacement (Post Delivery)**

5.1 The refund, return, and replacement shall be the responsibility of the Seller App, and shall be borne by the Seller App itself.

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks

5.2 In an event where a resolution of refund to the Buyer is provided by Seller App, the Seller App may choose to process the refund either with or without pickup of the Sellers Product(s) delivered. In cases where a refund is to be issued with pickup, the Seller App may confirm refund post pick up from the Buyer.

#### 6. **Issue Resolution Response Turn Around Time**

6.1 The Seller App shall undertake to resolve the issues raised by the Buyers as agreed below. The timeline to closure shall begin from the time of raising of complaint by the Buyer. If the Seller App needs more information for closure of issue then the time to closure shall be calculated from the time of response by the Buyer app to the need for information request from the Seller App.

Categ ory	Sub-Cate gory	ENU Ms	Expected time to resolve/ complete

6.2 In the event that Seller Apps do not adhere to the aforementioned timelines, Buyer App shall be entitled to take necessary actions, including resolution in favour of the Buyer. Buyer App shall be entitled to deduct the settlement amount from the payout to the Seller App for such Order.

**7. Representations and warranties:** Each Party represents and warrants to the other Party that:

7.1 It is duly registered and validly existing under the laws of India and has the full requisite right, power, and authority (corporate or otherwise) to enter into this Agreement and to deliver or perform the acts required of it under this Agreement;

7.2 The Parties agree that they have and shall maintain all necessary statutory and regulatory permissions, approvals, licences, consents or permits, from any third parties including any regulatory or government body as required by applicable law or regulations, that is necessary for the running and operation of its establishment for the conduct of its operations;

7.3 It has and shall maintain all the title and ownership, licence, or right to use, as applicable, in all the IPR associated with it and there is no need for any payment or permission, or authorization required from any other party or entity to use, distribute, or otherwise exploit in all manners permitted by this Agreement and/or the ONDC Network Policy;

7.4 It has complied with or will ensure compliance with all conditions provided under the Applicable Laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this Agreement;

7.5 The fulfilment or compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the provisions of any agreement, instrument, order, judgement, decree, statute, law, rule, or regulation to which they are subject to or the IPRs of any third party, or require any consent, approval or other action by any court, tribunal, administrative or Competent Authority, or result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets;

7.6 It shall not make any statement to defame or disparage the other Party or adversely affect the other Party's reputation, except when such statement is truthful and is reasonably necessary for the Party to enforce or defend its rights under this Agreement, or is required by a court of

law, mediator, arbitrator or regulatory or legislative body with jurisdiction to order the Party to make such statement;

7.7 It shall comply with the ONDC Network Agreement and ONDC Network Policy or any other policies as prescribed by ONDC; and

7.8 All services will be performed in a professional manner consistent with the industry standards reasonably applicable to such services.

## **8. Independent Parties:**

8.1 The Parties agree that they are independent parties and are not, or shall not claim to be, an agent/ representative of the other Party. It is understood and agreed between the Parties that neither Party is the legal representative of the other Party.

8.2 Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or, employer and employee between the Parties;

8.3 Each Party including their staff/ employees, agents, personnel have no authority/ right to bind the other Party in any manner and each Party shall not do any act, deed or thing which has the effect of binding the other Party or creating any obligation and / or liability upon the other Party otherwise than as specifically provided herein.

8.4 Each Party shall be solely liable for all acts of its staff / employee / End User that may cause any actual and / or potential damage, loss or injury to the other Party.

## **9. Indemnity and Limitation of Liability:**

9.1 Either Party (“**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party, its director, officers, employees, service providers, and agents (“**Indemnified Party**”) harmless from and against claims, demands, actions, liabilities, costs, interest, injuries, losses, judgments, fines penalties, proceedings, action or demand, damages, and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered by the Indemnified Party, directly arising out of third party claim in connection with any or all of the following:

9.2 any wrongful or negligent act or omission of the Indemnifying Party, including but not limited to, sharing incorrect or incomplete information with the Indemnified Party in connection with a transaction on the ONDC Network;

9.3 any breach by Indemnifying Party of its obligations, undertakings, warranties or covenants under this Agreement or the ONDC Network Policy or the ONDC Network Participant Agreement;

9.4 any breach of Applicable Law by the Indemnifying Party;

- 9.5 Breach of data or corruption of data or information whether due to negligent performance or non-performance of the Indemnifying Party or its employees, agents, representatives etc. or for any reason whatsoever attributable to Indemnifying Party;
- 9.6 any third party action or claim made against the Indemnified Party, by reason of any actions undertaken/omission to take any action by the Indemnifying Party under this Agreement; and
- 9.7 Disclosure or access of the Confidential Information inconsistent with the terms of this Agreement.
- 9.8 Seller App acknowledges that Buyer App does not control and is not liable to or responsible for the quality, safety, suitability of Sellers Product(s), lawfulness or availability of the Sellers Product(s) offered for sale. The Buyer App shall also not be liable for any shipment processed by the Seller App from the Seller who does not have a valid license, as required under law. The Seller App shall indemnify, defend and hold harmless the Buyer App from and against all claims, actions and proceedings arising out of or resulting from the violation of this clause.
- 9.9 The Buyer App shall not make any warranties or guarantees concerning the Seller, Seller App or the Sellers Product(s), other than those provided by the Seller or the Seller App to the Buyer App pursuant to this Agreement. Any claim arising of the warranties or guarantees concerning the Seller, Seller App or the Sellers Product(s) shall be sole responsibility of the Seller App, and the Seller App shall hold the Buyer App harmless and indemnify for such claims.
- 9.10 Notwithstanding 9.2, each Party shall be liable for any loss or damage caused to shipments that are attributable to any acts of commission or omission of such Party or its employees, agents, assigns, third-parties engaged by it or other representatives to the extent of the value of the Sellers Product(s) involved or as mutually decided in its Confirmation.
- 9.11 Notwithstanding Clause 9.1 and 9.2. above, each Party shall independently be liable for the Sellers Product(s) offered by it to the Buyers, as per the relevant terms and conditions of each Party.

## **10. Data Protection**

- 10.1 The Parties may share Personal Data of its Buyers for fulfilling Order placed by the Buyers (“**Specified Purpose**”).
- 10.2 Each Party and its employees shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification with the Authority under the Data Protection Legislation, where applicable.
- 10.3 Each Party agrees to only undertake processing of Personal Data in accordance with applicable law. Parties grant each other the right to take such steps in the processing of Personal Data on behalf of each other as are reasonably necessary for their performance obligations under this Agreement.



10.4 For the purposes of this Agreement, the Parties shall not process or transfer any Personal Data to any third-party unless it can be reasonably necessary for the performance under this Agreement.

10.5 Parties shall, at all times, have appropriate technical and organisational measures in place:

10.6 to prevent unauthorised or unlawful processing of any Personal Data;

10.7 to protect any Personal Data against accidental loss, destruction or damage;

10.8 to include taking reasonable steps to ensure the reliability of its employees/contractor having access to the Personal Data; and

10.9 having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to:-

(i) the harm that may result from breach of those measures; and

(ii) the nature of the Personal Data to be protected.

10.10 If We receive a request from any person for access to Personal Data or any other request relating to obligations under the Data Protection Legislation, you shall provide full co-operation and assistance in relation to any such complaint or request including, without limitation:

10.11 Each Party agrees to not process Personal Data shared by the other Party for purposes other than the Specified Purpose. Processing of Personal Data for purposes other than the Specified Purpose can only be done after obtaining an explicit consent from the Buyers.

## **11. Confidential Information**

11.1 Each Party acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed, including all documents, data, papers, statements, any business / customer information, trade secrets and processes of the other Party relating to such Party's business practices, in connection with this Agreement or otherwise, is deemed by such disclosing Party and shall be considered at all times to be confidential and proprietary information of such Disclosing Party ("**Confidential Information**");

11.2 The Receiving Party shall ensure that Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Disclosing Party.

11.3 The Receiving Party confirms that Confidential Information will be safeguarded by the Receiving Party and the Receiving Party will take all necessary action to protect Confidential Information against misuse, loss, destruction, alterations or deletions thereof.

11.4 Receiving Party shall restrict disclosure of the Confidential Information solely to those persons with a need to know and not disclose it to any other person and advise those persons and ensure of their obligations with respect to the Confidential Information.

11.5 The provisions of this Clause shall be applicable and binding on the Parties, except to the extent that such Confidential Information –

(i) is already in the public domain;

(ii) is required or requested to be disclosed under any applicable law or by any judicial/ regulatory body;

(iii) was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party or the Customers; or

(iv) has been independently developed/ obtained by the Receiving Party without reference to any Confidential Information furnished by the Disclosing Party or the Customers.

11.6 Notwithstanding anything herein contained, Clause 11.2 shall survive a term of 3 (three) years from the termination of this Agreement.

11.7 If the Receiving Party is directed by court order or other legal or regulatory request or similar process to disclose information recorded on any documents or any of the Disclosing Party's Confidential Information, the Receiving Party shall within reasonable time possible notify the Disclosing Party in writing, in sufficient detail upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Disclosing Party to make an application for an appropriate protection order (which the Disclosing Party may pursue at its own expenses).

## **12. Intellectual Property Rights:**

12.1 All intellectual property rights of the Parties including without limitation trademarks, trade name, logo, copyrights, advertising copy, material, graphics, and etc., shall remain the sole property of the respective Parties. It is understood by the Parties that the usage of the other Party's name and logo shall be solely used for the purpose of this Agreement and will be subject to prior written approval of the respective Party on the terms to be stipulated by such Party. It is hereby clarified that any usage of name and logo and/or any other intellectual property rights of a Party shall not create any right, title or interest in respect of such name, logo or intellectual property in favour of the Party using the same.

12.2 The accumulation of all the data pertaining to the Buyer's details, as provided in the Order details, or otherwise, shall be the sole property of the Buyer App, and Seller App shall not claim, seek, use and assert its right on the said data. Seller App also cannot reach out to the Buyer for the purposes other than to fulfil its obligations under this Agreement, subsequently.

### **13. Dispute Resolution**

- 13.1 Each Party agrees that any dispute or claim relating to, the enforceability of, or the termination of this agreement is to be governed by and construed in accordance with the laws of India and the Parties submit to the jurisdiction of courts as provided in the Confirmation .
- 13.2 The Parties shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves.
- 13.3 If the Parties are unable to resolve the matter following good faith negotiations, within a period of 30 (thirty days) the Parties shall settle the dispute through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 (with amendments thereto). The arbitration proceedings shall be conducted in India, in the English language. The arbitral tribunal shall consist of a sole arbitrator, to be mutually agreed upon by the Parties. In the event the Parties are unable to agree on the appointment of an arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 13.4 The award rendered by the arbitrator shall be final and binding on both Parties, and the Parties agree to abide by and comply with the arbitral award. The costs of the arbitration, including the fees of the arbitrator, shall be borne by the Parties as determined by the arbitral tribunal.

### **14. Force Majeure:**

- 14.1 If any Party to this Agreement is unable to meet its obligations under this Agreement as a result of flood, earthquake, storm, other acts of God including fire, derailment, accident, strike, lockout, explosion, war, insurrection, riot, embargo, terrorist activity, epidemic, pandemic, act of government or governmental agency or other similar cause beyond the reasonable control ("**Force Majeure**") of the parties, such party will be excused from performing its obligations for the duration of the Force Majeure.
- 14.2 If either Party is unable to meet its obligations under this Agreement as a result of a disruption in the ONDC Network, such party will be excused from performing its obligations for the duration of the disruption
- 14.3 The Party affected by such a Force Majeure event shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of this Agreement, and as of the date of that notification, the Party affected may suspend the performance of this Agreement until the cause of the delay ends.

### **15. Miscellaneous**

**15.1 Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except those specifically provided under the ONDC Network Policies and applicable law, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

**15.2 Amendments.** An amendment, modification or waiver in respect of this Agreement will only be effective if agreed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

**15.3 Survival of Obligations.** It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.

**15.4 No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

**15.5 Headings:** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

**15.6 Term and Termination:**

- (i) The Agreement shall come into force on the acceptance of the terms by the Seller App in the Confirmation.
- (ii) Either party may terminate this Agreement **with immediate effect** by providing written notice if the other party:
  - (a) Breaches any of its obligations under this Agreement and fails to remedy such breach within **15 days** of receiving written notice;
  - (b) Is found to have breached any of its representations or warranties; or
  - (c) Violates any other material term of this Agreement.