

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾಟಕ 152 ಮುನ್ಸೂಚನೆಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

DEPT. OF STAMP & REGISTRATION

Government of Karnataka

STAMP DUTY

KARNATAKA

12:46

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ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ಹಿರಿಯ ಉಪನೋಂದಣಾರ್ಥಿಗ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

AGREEMENT

This agreement is made and entered into on this 6th day of January 2011 by and between:

ITC Limited, an existing company under the Companies Act, 1956 and having its registered office at Virginia House, 37 J. L. Nehru Road, Kolkata, 700071 through its Foods Division PO Pulikeshinagar, Bangalore - 560005 (hereinafter called "ITC" which expression unless repugnant to the context shall mean and include its subsidiaries, its successors and assigns) of the One Part

AND

Symega Savoury Technology Ltd, a company incorporated under the Companies Act, 1956 having its registered office at Synthite Taste Park, No XI 312 G, Pancode, Near Kolenchery, Kerala, India - 682310, through its CEO, Santhosh Stephen (hereinafter referred to as "SYMEGA" which expression shall unless repugnant to the subject or context mean and include its successors and permitted assigns of the Other Part,.

For SYMEGA SAVOURY TECHNOLOGY

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WHEREAS ITC is engaged in multifarious business activity including marketing and distribution of food products and is also in the process of developing various new food products.

AND WHEREAS SYMEGA is in the business, inter alia, of developing and selling spice mixes, seasonings and food flavours.

AND WHEREAS SYMEGA holds all requisite licenses and approvals to manufacture the spice mixes, seasonings and food flavours.

AND WHEREAS SYMEGA and ITC have jointly developed a MASALA MIX as specifically described in Schedule 1 hereunder written (hereinafter referred to as the MASALA MIX).

AND WHEREAS ITC is desirous to provide know how to SYMEGA to manufacture MASALA MIX. The details of the MASALA MIX is mentioned in the Schedule I hereto.

AND WHEREAS SYMEGA has represented that the MASALA MIX manufactured would be exclusively supplied to ITC..

AND WHEREAS ITC relying on the aforesaid representations of SYMEGA has agreed to disclose the details of the MASALA MIX and execute this Agreement on the terms and conditions mentioned hereunder:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

The following terms, whenever used in this Agreement, shall have the respective meanings set forth below:

- 1.1 **Effective Date** shall mean the date on which this Agreement is executed.
- 1.2 **MASALA MIX(s)** shall mean the MASALA MIX jointly developed by SYMEGA and ITC as specifically described in Schedule 1 hereunder. The list of ingredients along with their specifications shall be signed in duplicate and each party shall retain a copy of the same for their ready reference, which shall form an integral part of this Agreement.
- 1.3 **Know How** shall mean and include
 - a) The recipe(s) and know how for the manufacture of the MASALA MIX, inclusive of any improvements/modifications effected or caused to be effected to the said recipe(s) and/or know how that may be made by ITC, during the term of this Agreement or renewal thereof.
 - b) Technology and/or technical information and/or processes, including functional and technical specifications/data (including process specifications), prospects, analysis, research, methods, ideas, designs of the molders /cutters and the like



For SYMEGA SAVOURY TECHNOLOGY LTD

[Signature]

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existing on the date of this Agreement or created/generated/modified/improved any time thereafter by ITC in relation to the said Products;

- c) Other information related to the MASALA MIX or this Agreement, that ITC has designated as proprietary information and/or confidential information, expressly or which by the circumstances in which it is provided, is confidential.
- d) Process information defined as data/ details/ quantified steps/ process details whether affixed on paper or transferred by way of practical instruction with reference to the MASALA MIX such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols inclusive of other data that ITC has ownership of and is available and / or being used by ITC with reference to the MASALA MIX and the general and specific information not limited to processes, machines, manufactures, composition of matter, know how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to the MASALA MIX and its manufacture.

ARTICLE 2 SCOPE OF AGREEMENT

- 2.1 SYMEGA shall be responsible for manufacturing, packaging and supplying the MASALA MIX listed in the Schedule I in batches of desired weight/ specification within the time stipulated as may be specified in the purchase orders raised by ITC.. SYMEGA acknowledges that the MASALA MIX have been jointly developed on the basis of Know How provided by ITC, and SYMEGA shall not make available the MASALA MIX to any other persons , at any point of time without the permission of ITC. However nothing herein shall be deemed to be construed as an obligation upon ITC to place order of any specific / minimum quantity upon SYMEGA. SYMEGA shall endeavor to abide by the time lines agreed by and between that parties to this Agreement and under no circumstance shall delay or stop the supply of the MASALA MIX to ITC subject to Force Majeure clause as mentioned in this Agreement.
- 2.2 ITC undertakes that the use of information provided by ITC shall not infringe any third party rights and such information shall be accurate or complete in respect of its use in accordance with this Agreement
- 2.3 SYMEGA agrees and undertakes to comply with all statutory compliances including but not limited to compliance of standards of MASALA MIX as prescribed under Prevention of Food Adulteration Act and Rules made thereunder or under any other applicable law for the time being in force in India.
- 2.4 ITC shall comply with all laws, rules regulations or notifications if any pertaining to the obligations of ITC under this Agreement or while performing its obligations under this Agreement.



For SYMEGA SAVOURY TECHNOLOGY LTD

[Signature]

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- 2.5 SYMEGA undertakes that it shall not change the ingredients or their specifications in any circumstance without prior written permission of ITC.
- 2.6 SYMEGA undertakes to provide the certificates with respect to the use of ingredients, specifications and shelf life, and shall issue a warranty as prescribed in the Form VI A (Rule 12 A of PFA Act 1954 read with PFA Rules 1955 with respect to the MASALA MIX supplied under various purchase orders raised by ITC from time to time.
- 2.8 ITC shall have absolute right to reject the batch or quantity of the MASALA MIX if it is not in accordance with specifications agreed between the parties. All such rejected batches / quantities shall be destroyed by SYMEGA in presence of the representative of ITC.
- 2.9 ITC shall store and use the MASALA MIX as instructed by the manufacturer from time to time.
- 2.10 In any event, if the MASALAMIX supplied is in accordance with this Agreement, then SYMEGA shall not be responsible for any damage or loss suffered by ITC.
- 2.11 Nothing in this Agreement shall prevent Symega to manufacture, develop or marketing any other product which may be used for the same purpose as "MASALA Mix" developed and manufactured for ITC under this Agreement, so long as these products are not identical to MASALA MIX developed for ITC.

ARTICLE 3 CONSIDERATION PAYABLE BY ITC

- 3.1 The list price per kg of the MASALA MIX received and accepted by ITC shall be as per the Schedule 2, which may be revised as mutually agreed in writing to be signed by both parties. All such price revisions shall be attached to and form part of this Agreement. The MASALA MIX shall be supplied as per the agreed list price. Taxes, duties and other statutory levies shall be charged in addition to the list price. SYMEGA shall be responsible for all statutory compliances with respect to payment of taxes, duties and other statutory levies. However, in the event of the any demand from the authorities with respect to Excise Duty for the MASLAMIX, ITC shall reimburse to SYMEGA such duty. However, Symega shall avail the appellate/revisional remedies available under the law to contest any such demand.

ARTICLE 4 INDEMNITY

- 4.1 SYMEGA hereby agrees to indemnify and hold harmless ITC, its officers, directors and employees against any and all losses, claims, lawsuits, damages (direct), deficiencies and liabilities, including reasonable attorney fees, arising out of &/or in connection with any act or omission of the SYMEGA under this Agreement or due to termination of agreement by SYMEGA before the expiry of the Term.



For SYMEGA SAVOURY TECHNOLOGY LTD

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- 4.2 Notwithstanding anything contained in this Agreement, ITC shall indemnify and hold harmless SYMEGA, its officers, directors and employees against any and all losses, claims, lawsuits, damages (direct), deficiencies and liabilities, including reasonable attorney fees, arising out of &/or in connection with any act or omission on the part of ITC under this Agreement.

ARTICLE 5 CONFIDENTIALITY

- 5.1 The contents of this Agreement, all information with respect to the MASALA MIX along with its ingredients, specification and process of manufacture (hereinafter collectively referred as the "Confidential Information") are confidential and the SYMEGA hereby undertakes not to disclose the contents herein to any third party without the previous written consent of ITC, except when required to be disclosed under law in which circumstance, SYMEGA shall be obliged to notify ITC before disclosing the Confidential Information.
- 5.2 All information including formulae, ingredients, process of manufacture and packaging of MASALA MIX whether expressly indicated to SYMEGA shall also constitute proprietary information of ITC and SYMEGA acknowledges that such proprietary information shall remain an exclusive property of ITC at all times and SYMEGA shall not use such information with respect to MASALA MIX in any manner whatsoever for any person other than ITC.
- 5.3 SYMEGA undertakes that any and all information, including those herein provided concerning the MASALA MIX, which may be disclosed or provided by ITC to the SYMEGA at anytime, whether or not owned or developed by ITC or whether or not copyrighted or patented, shall be treated by SYMEGA as confidential information and shall not be disclosed to any third party without prior written consent of ITC. Provided SYMEGA shall be under no obligation with respect to any Confidential information which :
- 5.3.1 is, at the time of disclosure, available to the general public;
 - 5.3.2 becomes at a later date available to the general public through no fault of the recipient and then only after said later date;
 - 5.3.2 recipient can demonstrate through the use of tangible evidence was in its possession before receipt;
 - 5.3.4 is disclosed to recipient without restriction on disclosure by a third party who has the lawful right to disclose such information.



For SYMEGA SAVOURY TECHNOLOGY LTD

[Signature]

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ARTICLE 6 TERM

- 6.1 This Agreement shall become effective from the date of execution of this Agreement and shall be valid for a period of 5 years.

ARTICLE 7 TERMINATION OF AGREEMENT

- 7.1 Subject to clause 7.1.4 below, ITC may terminate this Agreement forthwith by giving SYMEGA a notice in writing upon happening of any of the following events:

7.1.1 If SYMEGA sells the MASALA MIX to ITC of a quality not consistent with the the recipe/ specifications as agreed between the parties.

7.1.2 If SYMEGA without authorization discloses the Confidential Information to any third party;

7.1.3 In the event SYMEGA commits a breach of terms of this Agreement ;

7.1.4 ITC shall have the right to terminate this Agreement, by giving 60 (sixty) days prior written notice to SYMEGA without assigning any reason.

7.2 Upon termination or earlier determination/expiry of this Agreement for reasons as stated above or for any other reason whatsoever, SYMEGA shall forthwith cease to manufacture the MASALA MIX of ITC and shall return all Confidential Information including the know how and its further improvements to ITC, and if required by ITC destroy under the supervision of ITC at ITC's costs. Notwithstanding anything contained in this Agreement, the information relating to the recipe of flavour heart used in the manufacture of MASALA MIX shall not be disclosed to ITC as the proprietary information belongs solely to SYMEGA during the term of this Agreement and even after the expiry or termination of this Agreement.

7.3 Termination of this Agreement shall not prejudice the accrued rights and obligations of the parties existing at the date of termination (including the right to take action in respect of the circumstances giving rise to termination) and shall not affect any other rights and remedies available to the party terminating the Agreement.

7.5 This Agreement may be terminated by either party, in case a winding-up decree has been obtained against the other party or the other party enters into liquidation or commits an act of bankruptcy or has an administrator or receiver appointed over the whole or any part of its assets. In the event SYMEGA being wound up, liquidated or bankrupt the information relating to the recipe of flavour heart used in the manufacture of MASALA MIX shall be disclosed to ITC.

- 7.6 SYMEGA may terminate this Agreement forthwith by giving ITC a notice of 60 days in writing upon happening of any of the following events (without prejudice to any other rights):



For SYMEGA SAVOURY TECHNOLOGY LTD

AUTHORISED SIGNATORY/IES

7.6.1. If ITC fails to make full payment of the invoice amount within 60 days from the agreed date of payment, provided that SYMEGA has by a written notice informed ITC of such dues and ITC has failed to pay such acknowledged dues within such 60 days period

or

7.6.2. In the event of SYMEGA ceasing to be the sole manufacturer of the MASALA MIX.

7.7 The parties to this Agreement may terminate this Agreement by mutual consent, by way of a written confirmation by both parties.

ARTICLE 8 RELATIONSHIP BETWEEN PARTIES

This Agreement is being entered into on a principal-to-principal basis. Nothing in this Agreement is or is intended to constitute a partnership, agency or a joint venture between the parties.

ARTICLE 9 EXCLUSIVITY

9.1 SYMEGA agrees that the MASALA MIX developed under this Agreement are manufactured solely on the basis of know how provided by ITC. SYMEGA agrees that the MASALA MIX listed in Schedule 1 herein, as may be amended from time to time, shall be manufactured for and sold exclusively to ITC and that the MASALA MIX shall not be supplied to any other person without the prior written consent of ITC.

ARTICLE 10 NOTICES

10.1 All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall only be in writing and delivered personally, or sent by registered post with A/D or a courier of International standing, to the intended recipient thereof at the address set forth below. The addresses of the parties for the purposes of this Agreement are as follows;

To SYMEGA:

SYMEGA Savoury Technology Ltd
No. XI 312 G, Pancode,
Near Kolenchery, Kerala- 682310
Attn: Mr. Santhosh Stephen

To ITC:

ITC Limited
Attn:
Divisional Chief Executive
PO Pulikeshi Nagar

For SYMEGA SAVOURY TECHNOLOGY LTD

Santhosh

AUTHORISED SIGNATORY/IES



Bangalore – 560005

Any Party hereto may change its address for the purpose of this Agreement by giving written notice to the other parties at the address and in the manner provided above.

ARTICLE 11 **ENTIRE AGREEMENT**

- 11.1 The terms of the Agreement shall supersede and override all previous correspondences, agreements or terms and conditions that may have been agreed upon by the parties hereto in respect of the subject matter.

ARTICLE 12 **MODIFICATIONS TO THE CONTRACT**

- 12.1 The parties to this Agreement may add, delete, amend or alter all or any of the terms and conditions of this Agreement as mutually agreed between themselves from time to time and modification & changes shall not be effective until the same are in writing and duly signed by the authorised representatives of both parties.

ARTICLE 13 **ASSIGNMENT**

- 13.1 SYMEGA Savoury Technology Ltd. shall not assign this Agreement whole or in part without the prior written consent of ITC.

ARTICLE 14 **SEVERABILITY**

- 14.1 If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall to the extent lawfully enforceable, constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. Further, the Parties shall endeavor to agree upon such alternate lawful arrangement in place of the provision of this Agreement which is so held to be illegal, invalid or unenforceable, and thereby give effect to their original intention to the extent lawfully permissible.

ARTICLE 15 **WAIVER**

- 15.1 No failure on the part of any party hereto to exercise, and no delay in exercising any right power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or

For SYMEGA SAVOURY TECHNOLOGY LTD

[Signature]

AUTHORISED SIGNATORY/IES



partial exercise of any right, power, or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or an any other term or condition hereof.

ARTICLE 16 FORCE MAJEURE

- 16.1 Any delays in or failure of performance by any party under this Agreement shall not constitute default hereunder or give rise to any claims for damages if, and to the extent, caused by the following occurrences beyond the control of either party affected - fire, floods, explosions, acts of God, accidents, epidemic, riots, embargoes, outbreak of hostilities, enemy action, any legislative prohibitions or restrictions imposed by any Government or Authority.
- 16.2 For the avoidance of doubt, nothing in this Article shall excuse ITC from any payment obligations under this Agreement.

ARTICLE 17 NO BENEFIT

- 17.1 SYMEGA confirms that no benefit, either in cash or in kind, has been provided by SYMEGA to any officer or employee, or any relative / associate of any officer or employee of ITC or of any of its associate companies, in order to procure this agreement. SYMEGA further undertakes that it shall not provide any benefit, either in cash or kind, to any such officer/employee/relative/associate as reward or consideration either for retaining this Agreement or for any other matter relating to this Agreement.

ARTICLE 18 GOVERNING LAW and JURISDICTION

- 18.1 This Agreement shall be governed in accordance with the laws of India. Any dispute/ difference related to or arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Bangalore City.

IN WITNESS WHEREOF, the parties through their duly authorized representatives, have caused this Agreement to be executed under seal as of the day month and year first above written.

For SYMEGA SAVOURY TECHNOLOGY LTD

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ITC LIMITED
(Through its Foods Division)

Signature _____

Title ^{FOY} Divisional Chief Executive

Date 6/1/2011

Witness: Somnath Chatterjee
Name;

Address: ITC LIMITED, BANGALORE

SYMEGA SAVOURY TECHNOLOGY LTD.

Signature _____

Title Chief Executive Officer

Date 29-12-2010

Witness: Mathews Jacob
Name:

Address: SYMEGA SAVOURY TECHNOLOGY LTD

Nb: XI 312

SYNTHITE TASTE PARK
PANCODE, NEAR KOLENCHERRY
ERNAKULAM - 682310



SCHEDULE 1: LIST OF MASALA MIX

1. **FR001624 BLENDED MASALA MIX-14304**
2. **FR001625 BLENDED MASALA MIX -14308**

ITC Recipes		
Ingredients	FR001625 BLENDED MASALA MIX -14308	FR001624 BLENDED MASALA MIX- 14304
Aniseed Powder	0.481	
Black Pepper powder - 500 microne		1.466
Citric Acid - Anhydrous - Food Grade	0.462	0.587
Corinader Minced through # 710 95%(coarse)	3.366	3.128
Cumin powder	2.885	
Fenugreek Fine Powder		0.244
Garlic Granules.		1.955
Garlic Powder - 500 microne	3.847	4.888
Ginger Powder - 500 microne	2.885	2.199
Heat Chilly powder	2.885	
I + G	0.385	0.292
Onion Powder - 500 microne	2.885	
Salt Crystaler	12.677	13.685
Silica	0.349	0.714
Sugar - Crystals - 1-2 mm	19.236	12.708
Xanthan Gum		0.196
Yeast Extract	0.962	
Roasted Turmeric Powder		3.373
Roasted Chilli powder		2.444
Roasted Coriander		3.226
Roasted Cumin		1.076
Roasted Onion Powder		2.444
SY-HSP-PY40	8.656	9.775
Black Pepper coarse	0.721	
Noodles Powder	27.027	27.027
SYMEGA RED-Liquid Heart 14308	3.559	
SYMEGA RED-Powder Heart 14308	6.732	
SYMEGA YELLOW-Liquid Heart - 14304		2.053
SYMEGA YELLOW-Powder Heart 14304		6.520

For SYMEGA SAVOURY TECHNOLOGY LTD



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SCHEDULE 2: LIST OF PRICES FOR MASALA MIX

FR001624 BLENDED MASALA MIX-14304 @ Rs 126.35/kg
Packing : 25kg/box

FR001625 BLENDED MASALA MIX -14308 @ Rs 149.07/kg
Packing : 25kg/box



For SYMEGA SAVOURY TECHNOLOGY LTD

A handwritten signature in black ink, appearing to read 'Sanku', written over a horizontal line.

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