MEMORANDOM OF UNDERSTANDING BETEWEEN

INFORMATION NETWORK SECURITY AGENCY (INSA)

AND

EUROAGRO ENGINEERING LTD

Sept, 2020

Preamble

This Memorandum of Understanding (herein after referred to as "MoU") executed on August 2020 by and between Information Network Security Agency "INSA" an organization existing under the Federal government law Information Network Security Agency Re-establishment Proclamation No. 808/2013 having its principal office at Addis Ababa, Bole Kifile Ketema, Welo Sefer Building, And **Euroagro Engineering Ltd** is an active company incorporated on 22 June 2020 with the registered office located in London, Greater London. Euroagro Engineering Ltd has been running for 1 month. There is currently 1 active director according to the latest confirmation statement submitted on 22nd June 2020.

Herein after jointly referred to as the "Parties" and in the singular as a "Party"

CONSIDERING that the expansion of scientific research and development, and technological relations would be of mutual benefit to the Parties;

RECOGNISING this cooperation would further promote and strengthen the friendly relations existing between the Parties;

ACCORDINGLY, in consideration of mutual understanding, Parties hereby agree as follows:

About Parties

1. INSA

INSA is an institution established under Ethiopian law with a mission to protect the national interest through building a capability that enables to safeguard the country's information and information infrastructures. According to Information Network Security Agency Re-Establishment Proclamation No. 808/2013, the Agency has the power and function to:

a. Develop and implement research and study based information and computer based critical infrastructure's security products and services;

b. Draft national policies, laws, standards and strategies that enable to ensure information and computer based key infrastructures security, and oversight their enforcement upon approval;

c. Support public and private institutions to formulate their own policies and standards in compliance with the national information security policy and standard frameworks, and monitor their implementation;

d. conduct information or computer based critical infrastructures security audit at any time and provide, for those that meet the criteria, security standards approval certificate or delegate other bodies to perform such functions;

e. Control the import and export of information technology, information sensor and information attacking technologies, in collaboration with concerned authorities, to prevent them from posing a threat to national security;

The Agency has been working on the research and development in the area of the aerospace field of study and some of these application areas that the Agency working projects; UAV system development, aeronautical applications systems, Communication satellite studies, different civil and militaries radar system development, different firing controlling systems, cyber security system development, Embedded system development, systems and application software developments. So it is the time for the parties to work in a spirit of cooperation and collaboration for the UAV application and working as a strategic partner for mutual interests.

2. **EUROAGRO ENGINEERING**

EUROAGRO ENGINEERING in partnership with SKS GROUP, India are jointly specialise in research, development, production, and sales of Agricultural Drones, Pesticides, and Fertilisers, and Human, and Veterinary Pharmaceuticals At present, we have setup
3 Sales and Marketing Hubs in the UK, HK, and India for the purpose of developing our International Sales & Marketing worldwide. We are currently focusing on building a world-class

brand with an international vision, new production and Assembly Facilities in the USA, UK, India, and Ethiopia to cover the African Regions. We regard quality as our main business policy by developing advanced new generation of agricultural Drones with long endurance, heavy payload and modular design. Our productions are manufactured in China/India in compliance with the international ISO-9001 quality certification system.

EUROAGRO & Partners insist on the philosophy of continuous innovation, openness and tolerance, and have achieved extensive cooperation worldwide. We continue to bring high quality products and better experiences to the world and ensure that the public and private Agricultural Sectors benefit from our Agricultural Spraying Drones Projects by increasing Employment, Crops' Productivity, Protect Environment, Enhance Agricultural Status and transfer High Technology.

ARTICLE 1

Purpose of the MoU

The purpose of this MoU is to confirm the mutual interest and desire on the part of each partner organization to work in Cooperation in the area of Agricultural Spraying Drones field. It focuses on the Technical cooperation and service provision between the *EUROAGRO* and Information Network Security Agency to develop and promote the safe use of Agricultural Spraying Drones for agriculture and food security in Ethiopia. Cooperation under this MoU will be effected on basis of equal partnership and mutual benefit.

ARTICLE 2

Objectives

Parties commit themselves to work in partnership in pursuit of the following co-operation objectives:

1. To work in Cooperation in the area of research, development, production, and sales of agricultural Drones.
2. Establishing a training Facility to train Agro Drones operators (Pilots).
3. To obtain Pesticides Spraying Exclusivity Agreement for all State Farms from the Ethiopian Ministry of Agriculture.
4. To obtain Pesticides Spraying Exclusivity agreement from both the Ethiopian Ministry of Agriculture, and the FAO to spray Desert Locusts for the purpose of protecting the Ethiopian Food Security.
5. To Establish Agro Service Centers all over the country to provides plants protection services to both public and private Agricultural Sectors either directly by EROAGRO or through reliable and qualified Subcontractors.
6. To assist and support each other regarding :
    a. To preparing world class agricultural drone assembly facilities.
    b. To define the technology platform selections together.
    c. Select agricultural drone operation Area (sites) and provide training to the operator
    d. Assigns professionals for the agricultural drone operation.
    e. Any other projects that shall be mutually identified and agreed by the parties at the later stage;
    f. To preparing world class agricultural drone assembly facilities.
    g. To define the technology platform selections together.
    h. Select agricultural drone operation Area (sites) and provide training to the operator Assigns professionals for the agricultural drone operation.

i. Any other projects that shall be mutually identified and agreed by the parties at the later stage;

ARTICLE 3

Modalities of Cooperation

1. In order to implement the joint project objectives, parties agree to provide the following cooperation and collaboration in the area of agricultural drone field of study.

2. This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration. The type of the coordination between the parties shall be defined by terms and conditions to be mutually agreed upon.

ARTICLE 4

Roles and Responsiblities of Parties

Responsibilities of INSA

INSA shall provide the following minimum responsibilities that conform to the minimum cooperation and collaboration requirements as per described below;

1 INSA will be responsible of the preparations of the assembly working areas.

2 INSA will lead on the analytical and research work thereby insuring the rigor of the evidence and sustainable capacity strengthening effort between Euroagro Engineering Ltd and INSA. In this context and to inform evidence based programming, INSA will work with Euroagro Engineering Ltd.

- To undertake initial scoping of secondary data available related to the use of drones applications and their integration in the Ethiopian air space.

- Coordinate training and capacity building training ,with the support of Euroagro Engineering Ltd and will define the curriculum of the drones operators (tele pilots)

3 INSA will support and facilitate the application of drones for modern agricultural drone activities conducted by Ministry of agriculture and regional agriculture biros or other government partners.

4 To work in Cooperation in the area of agricultural drone application for maximizing the food security of Ethiopian.

5 Providing practical training on security measure that have to be taken during agricultural drone operation

6 Select drone and assembly for agricultural purpose.

7 Assigns professionals for assembly, operation and for proper agricultural applications.

Responsibilities of Euroagro Engineering Ltd

Euroagro Engineering Ltd shall provide the following minimum responsibilities that conform to the minimum cooperation and collaboration requirements as per described below;

1 Euroagro Engineering Ltd will organize experts and materials for setup of assembly agricultural drones,

2 Euroagro Engineering Ltd will provide logistic support to assembly agricultural drones.

3 Euroagro Engineering Ltd will bring its expertise to support assembly agricultural drones and facilitate the working areas.

4 To work in Cooperation in the area of agricultural drones application for the Ethiopan food security.

5 Supporting Research and development activities in the Area of agricultural drones Technology,

6 Maximizing the company profits in the area of agricultural drones.

ARTICLE 5

Exchange of Information

1. The parties shall exchange information and knowledge in the areas of mutual interest in the form of newsletters, publications and other media.

2. Each party shall invite the other to participate in scientific meetings, conferences, workshops and seminars, experience sharing, visits that will be held and which are related to their common activities.

ARTICLE 6

Confidentiality

1. Both Parties may receive confidential information concerning the other during the effective period of this MoU.

2. In addition to and without prejudice to any legal obligations of both Parties to keep information secret, Parties shall not (except for the purpose of performing their duties hereunder or unless ordered to do so by a court of competent jurisdiction) either during the cooperation or after its termination directly or indirectly use, disclose or communicate Confidential Information and both Parties shall use their best endeavours to prevent the improper use, disclosure or communication of Confidential Information.
3. For the purposes of clause 6.2, "Confidential Information" means:
    a. any information of a confidential nature (whether trade secrets, other private or secret information including secrets and information relating to corporate

strategy, business development plans, product designs, intellectual property, business contacts, annual budgets, management accounts and other financial information; and/or

b. any confidential report or research undertaken by or for the Parties before or during the course of the cooperation.

4. Notwithstanding the above, any confidential information may be disclosed to government authorities if the disclosure is required by law.

ARTICLE 7

Financial Provision

The parties agree that each activity undertaken according to this MOU shall be dependent on the availability of funds and financial arrangements for each activity shall be negotiated prior to entering into a Project Specific agreement related to that. The parties also agree that they shall exert reasonable effort to find adequate financial resources for the activities undertaken pursuant to this MOU. This agreement shall not bind either party to any financial commitment unless by way of a negotiated sub-agreement signed by the director or their authorized representatives of the two parties.

ARTICLE 8

Intellectual Property and Publication

1. All specific systems, tools, methods, manual, and questioners which will be produced or used by the partnership during the term of this agreement relating to the business of each of the parties shall remain the sole property of each of them.

2. The parties shall ensure adequate and effective protection as well as an equitable sharing of intellectual property rights and other rights arising out of cooperative activities carried out under this MoU. The Parties shall consult each other as necessary for this purpose.

ARTICLE 9

Settlement of Disputes

This MoU will form the spirit and basis for positive collaboration and synergy between the parties in accordance with the agreed objectives. Therefore, any dispute that may arise between the Parties on the interpretation or implementation of this MoU shall be settled amicably through negotiations between the Parties. if not, Arbitration. The Arbitration will be conducted in_Englesh_____ language at the place __Addis Ababa Ethiopa_____, _____ and governed by ___ Ethiopa_____, law_____.

ARTICLE 10

Address for Notices

Any notice aimed to facilitate the cooperation between the parties to achieve the aforementioned objectives shall be given to the following addresses.

1. For INSA - The contact person is –Mr. Afewerk Bezie (Address; Adot Complex, Africa Insurance Tower, Woreda 03, Kebele 05 Phone: +251113204093, Fax +251113204037, P.O.Box 124498 Addis Ababa, Ethiopia,

2. For Euroagro Eng. Ltd. - The contact person is – Mr. Yahia Othman (Alex)

ARTICLE 11

Amendments

1. This MoU may be amended by mutual consent of the Parties upon the written request of either Party through an exchange of notes.

2. Any amendment(s) to this MoU shall be made by writing, signed by authorized Parties, annexed to this MoU and deemed to form the integral part thereof.

ARTICLE 12

Entry into Force, Duration and Termination

1. This MoU shall enter into force upon signature and shall remain until 1, January, 2022.
2. This MoU is not intended to be legally binding and does not create any binding obligations or commitments between the Parties.
3. Either Party may terminate this MoU any given time before the termination date by giving the other Party a prior written notice.
4. The termination of this MoU shall not affect the projects or programs undertaken in accordance with 3 (4) of this MoU which have not been fully executed at the time of its termination.

ARTICLE 13

Signature

1. The Parties to this MoU show their Agreement to its terms by signing below.
2. This MoU has been signed and executed in duplicate and the Parties have received one copy each.
3. In the presence of the following witnesses whose signature affixed below, INSA and the customer have caused their respective common seals to be whereunto affixed on the day provided above.

Signed:

For and on behalf of EUROAGRO ENGINEERING Ltd

Signed:

For and on behalf of INSA

Name: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Position: _____

Signature: _____

Date: _____