

Memorandum of Understanding

between

KulaDAO FCZO (Kula)

and

Rexil Agrotech (M) SDN. BHD. (1524992-W)

This Memorandum of Understanding is entered on the 3rd of May 2024 into by and between:

KULADAO FZCO (Kula) of Office [REDACTED] Digital Silicon Oasis, Dubai, 341041, United Arab Emirates. (herein referred to as “Party A”) and,

REXIL AGROTECH (M) SDN. BHD. of [REDACTED]
[REDACTED] Kuala Lumpur Malaysia (herein referred to as “Party B”), and,

Parties may be referenced individually as “Party” and collectively as “Parties”.

WHEREAS, Party A is working towards a future with greater equity in the development and distribution of wealth by aligning the interests of different people groups to create wealth using blockchain technology, and,

WHEREAS, Party B is working towards the development and application of new technologies towards increasing productivity to achieve the goal of green sustainability to reduce carbon footprints while practicing corporate social responsibility by upholding the welfare and well-being of the local community and,

WHEREAS, Party A desires to explore a business relationship with both parties on the Kakus Tujuh Agro Forestry Project opportunity as a potential longer-term project as a RegionalDAO in the Kula eco-system, and,

WHEREAS, Party B is a pioneering nano-based plant nutrient company, committed to transforming the future of farming, and,

WHEREAS, Parties collectively desire to enter into this Memorandum of Understanding (MoU) to memorialise the terms and conditions of an anticipated and specific collaboration on the Kakus Tujuh Agro Forestry Project (hereinafter referred to as “the Project”) only.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

Purpose

The purpose of this MOU is to establish a good faith foundation between Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual desires and the collective desires of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to vet the success of the potential business collaboration. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

Roles and Responsibilities

To achieve Parties' mutual desires, each Party agrees to the following roles and responsibilities.

Party A's roles and responsibilities include:

1. A commitment to explore an ongoing business partnership that leads to the shared vision, mission and values expressed between the two Parties (as referenced above) that leads to a future business contract.
2. Support to provide a consultative role in suggesting where the leapfrog technologies at Party A's disposal may be utilised to further the aims and objectives of Party B's objectives and its related organisations, businesses, and/or enterprises. This may include but not be limited to:
 - a. The potential capitalisation of a project focusing on timber extraction and reforestation in Bintulu, Sarawak in Malaysia every three years.
 - b. Cryptographic and other fintech related technologies and solutions where these are of benefit to, and support solutions being implemented by, Party B.

- c. Monitoring and evaluation platforms that provide data sets for nation building, development, direct financial investment, and sustainable development.
3. A commitment to explore a finalised contract of business partnership between the Parties.
4. To review, or develop together, Party B's project proposal and development plan on the company's project objectives and planned outcomes. This includes a review of the financial feasibility and return on investment as a potential partner with KulaDAO as a RegionalDAO partner.
5. To explore and potentially establish a Special Purpose Vehicle (SPV) and necessarily related legal frameworks between the Parties for inclusion in a cryptographic Decentralised Autonomous Organisation (DAO) from inception and where possible to prove the project's development with on-chain cryptographic provenance as KulaDAO is launched.
6. A commitment to mutually continue an ongoing discussion regarding the development of local communities in proximity to the Project with a greater equity in the distribution of created wealth.

Party B's roles and responsibilities include:

1. A commitment to explore an ongoing business partnership that leads to the shared vision, mission and values expressed between the two Parties (as referenced above) that leads to a future business contract.
2. To provide, or co-develop, a project proposal and development plan of Party B's project objectives and planned outcomes. This includes full financial modelling of the said concession, and at project level, its Capital Table.
3. To work with Party A in the development of an initial project financial feasibility plan for the realisation of the Project's assets and return on investment as a RegionalDAO investment within the Party A's digital ecosystem.
4. To be willing to fully disclose all relevant financial and legal information regarding the project and commit to a full due diligence process to ensure all fundamentals

of the project are in place for a partnership operational agreement and/or contract.

5. To work with Parties to develop a clear community development plan of necessary stakeholders who will be airdropped (gifted) a governance and equity stake in the said Concession.
6. To work with Party A in the development of an initial project proposal that wraps the Concession into an SPV and its necessary related legal framework(s) for initial inclusion as an investment product to be launched into the cryptographic tokenisation process of Party A.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

Resources

To further the business relationship between the Parties, the Parties agree to provide the following resources:

Party A shall provide:

1. Depending on project scope, the necessary mutually agreed professional, financial, operational, administrative support required to execute any of the roles and responsibilities noted above.
2. The intellectual property of price discovery embedded within Party A's approach to support the financial modelling of the Project's asset. Contingent to contract, the potential funding and liquidity necessary to specifically catalyse the development of the Kakus Tujuh Agro Forestry Project. This MoU does not cover or include any other development work, concession, or project that may be under the purview of Party B.
3. The potential legal development work necessary to wrap the Concession into a mutually agreed contract inside an appropriately registered SPV.
4. The potential cryptographic framework for the Concession and its SPV to be legally tokenised and traded on international digital asset markets. This would

include ongoing management and services regarding treasury management, international negotiations with potential markets etc.

Party B shall provide:

1. Any existing full financial modelling and capital allocation of the project objectives and planned outcomes.
2. Full development profiling of the Concession that includes any existing project planning, cash flow analysis, risk mitigation strategies and existing legal frameworks and obligations at partner, regional and national level (i.e. local contractors, collaborators, local, municipal, regional, or state authorities etc.).
3. Where it exists, a community development plan for the Concessions local community, or national community association depending on local context(s). Ongoing support through human and legal resources to develop the project into a set of mutually beneficial business outcomes for all parties.

Parties agree to provide the resources at a minimum. The Parties may agree to provide additional resources in future agreements.

Confidentiality

Parties agree that they each use confidential, sensitive information to achieve their individual business goals. Due to the nature of the Parties' businesses and intent to establish a working relationship together, confidential information may be shared between the Parties.

The Parties agree to keep all confidential information and trade secrets in the strictest of confidence. Parties may not share any disclosed confidential information with unauthorised third parties without the express permission of other Parties. Parties may, at their discretion, enter into a Non-Disclosure Agreement to ensure sensitive information and trade secrets are kept confidential.

Entire Agreement

The Parties agree this MOU represents the most current agreement between the Parties and supersedes all other written or oral agreements. If Parties wish to update the terms or otherwise adjust provisions of this MOU, Parties shall do so by the drafting and signing of a new MOU or partnership contract.

The undersigned Parties acknowledge and agree to this MOU:

Party A: KulaDAO FZCO

Signature: 

Date: 6 May 2024

Sender First and Last Name: 

Party B: Rexil Agrotech (M) SDN. BHD. (1524992-W)

Signature: 

Date: 6 May 2024

Client First and Last Name: 

ADDENDUMS AND ANNEXES AS REQUIRED.