



उत्तर प्रदेश UTTAR PRADESH

FM 169521

AGREEMENT

This Agreement (hereinafter "Agreement") is entered into at Uttar Pradesh, on 07-07-2020, between:

Teerthanker Mahaveer University, NH-24, Delhi Road, Moradabad - 244001, having its registered office at Delhi Road Moradabad, represented through its authorized signatory Dr. Aditya Sharma, Registrar, Teerthanker Mahaveer University, Moradabad, (hereinafter referred to as the "**Producer of E-waste**") which expression shall, unless it be repugnant to the context or meaning therefore, be deemed to include its successors and assigns) of the **FIRST PARTY**;

AND

Exigo Recycling Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at F 36, 1st Floor, East of Kailash, New Delhi 110065, corporate office at B-19, first floor, Sector 63, Noida, Gautam Buddha Nagar, Uttar Pradesh-201309 and factory at **Unit 1: 72 Km. Stone, G.T. Road, Samalkha- 132101 Haryana** and **Unit 2: Opposite Kirpal Ashram, Barsat Road, Panipat, Haryana-132103**, engaged in recycling E-waste duly authorized by Haryana State Pollution Control Board, Panchkula under 9(3) of the E-waste (Management & Handling) Rules 2011 for dismantling & Recycling of E-waste vide letter no. HSPCB/PR/2018/2235 validity period 06.11.2018 to 05.11.2023 (attached as Annexure 2), Authorization no. HSPCB/2019/6664855EWREF01 validity period 10/08/2019 to 09/08/2024 (Annexure 3) represented through its authorized signatory Mr. Raman Sharma, Director of the Company. (Hereinafter referred to as the "**Service Provider**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its subsidiaries, nominees, successors and assigns) of the **SECOND PARTY**.

Aditya Sharma
Registrar
Teerthanker Mahaveer University, Moradabad, 244001

For EXIGO RECYCLING PVT. LTD.

R. Sharma
Director

WHEREAS

- A. The First party is running a University of Education.
- B. The Second party is in the business of ethically recycling electronic waste collected from Multinational Companies and various other business spectrums.
- C. Based on the representation made by the second party, first party has expressed its intention to avail the services of second party for the collection & recycle of the electronic waste produced by the first party and appoint the second party as their official recycler.
- D. The parties are desirous of formalizing the arrangement subject to the terms and conditions set forth in the agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THEREIN, THE PARTIES HEREBY AGREES AS FOLLOW:

1. DEFINITION AND INTERPRETATION

- 1.1 **"Agreement"**: means this agreement along with any annexures, schedules and appendices executed by the Parties under this Agreement and includes all amendments and modifications hereof as may be mutually agreed by the Parties, in writing from time to time.
- 1.2 **"Business"**: means the recycling of the electronics waste collected by the first party.
- 1.3 **"Confidential Information"** shall mean any and all confidential knowledge, data or information related to the Company's business or its actual anticipated research or development, including without limitation (i) trade secrets, inventions, ideas, processes, software programs and subroutine, platforms, computer source and object code, algorithms, technology, data formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; Inventions, Company Inventions and Intellectual Property Rights (as defined below) related information include creation, use, licensing and protection (ii) information regarding products, services; plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, competitors, suppliers, investors, alliance partners, customers; (iii) information regarding the personal data, skills and/or remuneration and/or fees of the company's employees, contractors, and any other service providers of the company; (iv) the existence of any business discussions, negotiations or agreements between the Company and any third party, and (v) any other Confidential Information of the Company; and (vi) any confidential knowledge, data or information of a third party that the Company is under a duty to keep confidential.
- 1.4 **"Effective Date"** shall mean data of agreement.
- 1.5 **"Parties"** means both the parties to the Agreement.
- 1.6 **"Party"** means any one party of this Agreement.
- 1.7 **"Project"** means selling of the electronic waste collected by the first party to the second party and recycling the said e-waste.
- 1.8 **"Services"** shall mean the initiatives to be taken by the service provider in relation to the provision of Services including, without limitation, collection and recycling of Electronics waste.
- 1.9 **"Term"** shall have the meaning as contained in Clause 7 of this Agreement.
- 1.10 **For the purpose of this agreement and provided the context so permits:**
 - 1.10.1 Use of the singular shall include the plural and vice-versa;
 - 1.10.2 Use of any gender shall include the other genders;



For EXIGO RECYCLING PVT. LTD.
Director

- 1.10.3 Reference to statutory enactments shall include re-enactments and amendments to substantially the same intent as the original referred enactment;
- 1.10.4 Any references to "persons" shall include any legal person or corporation;
- 1.10.5 Any reference to clauses, sub-clauses, parts and Schedules shall be clauses, sub-clauses and parts of the Schedules of this Agreement;
- 1.10.6 The clause heading in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement; and
- 1.10.7 In the interpretation of this Agreement, no rule of construction will apply to the disadvantage of one party on the basis that, that Party put forward this Agreement of any part of it.

2. APPOINTMENT OF THE SERVICE PROVIDER

In consideration of the mutual rights and obligations herein contained, the first party hereby appoints second party as service provider for the project and the service provider accepts such appointment by the producer commencing from the Effective Date to provide the specified Service under this Agreement for the Term of the Agreement.

3. PROVISION OF THE SERVICES

- 1 The Service provider undertake that during the Term of the Agreement, the Services shall be rendered in:
 - i. A competent, professional and diligent manner of the company;
 - ii. A timely manner consistent with the instructions of the producers; and
 - iii. In accordance with all applicable laws, rules, regulations, governmental orders, etc. and applicable codes of practice, now or hereafter in effect, relating to his performance under this Agreement.
- 2 The service provider under its obligation to perform agrees on the following services for the project:
 - i. Collect electronics waste from the place of as indicated by first party;
 - ii. Recycling the collected electronics waste in the most environment friendly manner as prescribed under the local legislations;
 - iii. Using the best technology available for the said job;
 - iv. Second party shall ensure quality control on the above said services;
 - v. Shall maintain transparency in respect to the reuse or disposal of the waste material;
 - vi. Regular up gradation of technology, plant and machinery as and when required; Use of the plant and machinery as prescribed by law with approved government licenses.
- 3 The Service Provider shall maintain the property (books, documents, circulars, files, items, equipment or licenses) in respect to the services provided to the first party to maintain transparency, which, if needed will be available to the first party for reference

4. REPRESENTATION AND WARENTS OF THE SERVICE PROVIDER AND THE FIRST PARTY

- 4.1 The First Party hereby represents and warrants as under:
 - 4.1.1 That the First Party has all requisite power and authorities to execute the Agreement, deliver and perform its obligation under this Agreement and is fully authorized by all requisite action to do so;
 - 4.1.2 That the execution and performance of this Agreement on disposal of e-waste by the First party does not and will not violate any provision of any existing Agreement, Law, rule, regulation, any other of judicial pronouncement;



For EXIGO RECYCLING PVT. LTD.

R. Shinde
Director

- 4.1.3 That the First party agrees to sell its electronic waste to the second party for a period of **three years** and accepts the second party as its official recycler for the term of this Agreement.
- 4.1.4 The point of Contact on behalf of the first party would be In charge IT Cell.
- 4.2 The Service Provider (Second Party) hereby represents and warrants as under:
- 4.2.1 That there are and will be no restrictions, hindrances or encumbrances of any nature which in any manner restricts the performance of the Services by the Services Provided under this Agreement.
- 4.2.2 That the service provide is not under any pre-existing obligation that conflicts with the provisions of this Agreements.
- 4.2.3 That the service provider shall not use any Confidential Information or Intellectual Property rights of any third party, in the course of providing services under this Agreement;
- 4.2.4 That the service provider has complied with all relevant laws, ordinances, rules and regulations with respect to the performance of the Services under this Agreement.
- 4.2.5 That the Service Provider has full right, power and authority to enter into this Agreement.
- 4.2.6 That the Service Provider will be solely liable for his acts/omissions, in performing the Services under this Agreement.

5. CONSIDERATION

- 5.1 In consideration of the electronic waste bought by the second party from the first party, second party shall make a payment to the first party as per mutual decision between both parties as an annexed.
- 5.2 Payment Terms: 100% at the time of collection.
- 5.3 The Services Provider shall bear at its own cost any taxes, duties and levies imposed on it or its employees, agents and subcontractors and keep the First party indemnified from any duties, taxes, levies and other charges if imposed on the Service provider in connection with the execution of Services.
- 5.4 Any increase in any statutory taxes, dues and levies in respect of the Services shall not result in any increase in the prices and rates agreed upon between the Parties.
- 5.5 In accordance with the present of future laws in India, the Second party shall deduct tax, if ay, from the payments made to the first party and shall issue a certificate in that respect.
- 5.6 In the event of disputes in regards to consideration, the Parties agree that they shall Endeavour to negotiate the dispute in good faith and expeditiously reach a decision regarding the payment of the disputed amount. In the event the Parties fail to resolve the matter, the same shall be decided in accordance with Clause 9 of the Agreement.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 That both the parties mutually undertake not to divulge and information in connection with the project to any third party, except as may be necessary in the course of fulfilling mutual responsibilities under this Agreement.
- 6.2 That the second party is the sole owner of the Intellectual Property of the process and technology used for the services provided to the first party and the first party cannot claims any right over the project of delivered services whatsoever.
- 6.3 That both the parties agrees to maintain complete confidentiality with regard to the subject matter of this Agreement and the terms of their business arrangement and shall only disclose

Atulya Chandra
Registrar
Teerthapada Mahavidyalaya, Moradabad
Uttarakhand

For EXIGO RECYCLING PVT. LTD.
R. Shrivastava
Director

necessary details of the Agreement, which may be required to be disclosed under the applicable laws/or to its legal advisors.

6.4 The provision on confidentiality is binding and shall survive the termination of this Agreement.

7. TERMS AND TERMINATIONS

This Agreement shall be valid and binding between the Parties for a period of three Year from the Effective Date i.e. form 07.07.2020 to 06.07.2023 unless terminated in accordance with the terms set forth herein.

Both the parties shall be entitled at any time to terminate this Agreement, in whole or in part, by giving the thirty (30) Days prior written notice.

In case of material breach of this Agreement, or parts thereof, by either party, and such breach is not remedied within thirty (30) Days from the date of the receipt of the other party's written notice of such breach (Specifying, inter alia, the date of notice and the breach) the other party shall have the right to terminate this Agreement, or parts thereof, with immediate effect. Upon such termination, the party who terminated shall be entitled to claim compensation for the damages, which the same party has suffered as a consequence of the default and the termination. Termination of this Agreement for any cause shall not release either party hereto from any liability, which at the time of termination has already accrued to the other party hereto or which thereafter may accrue in respect of any act or omission prior to termination.

Notwithstanding the termination of this Agreement pursuant to this Article or the expiry of the Agreement, all Purchase Orders issued prior to the Effective Date of such termination shall remain in full force and effect in accordance with the provision thereof, and the provisions of this Agreement shall continue to apply in respect of each such Purchase Order for the duration of Services to be provided Pursuant to such Purchase Order.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 1 This Agreement shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Act"). The arbitral tribunal shall comprise of a sole arbitrator appointed in accordance with the Act. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Any award made in the arbitration shall be final and binding on the parties.
- 2 Subject to the above, the parties submit to the exclusive jurisdiction of the competent courts in the New Delhi in respect of any dispute or differences or claims arising between the Parties.

9. MISCELLANEOUS

- 9.1 Assignment/Sub Contract: The Service Provider shall not be entitled to assign or sub contract his rights or obligations under this Agreement to any third party without obtaining the prior written consent from the First Party.
- 9.2 Entire Agreement: This Agreement along shall constitute the entire Agreement between the Parties hereto relating to the subject matter hereof, and supersedes all previous oral statements, representations, warranties, undertaking or agreements between the Parties.
- 9.3 Amendment: This Agreement may not be amended or modified by the Parties in any manner, except by an instrument in writing signed by the authorized signatories of the Parties.




For EXIGO RECYCLING PVT. LTD.


Director

9.4 Notices: Any notice or other communication to be given hereunder will be in written and given by facsimile, post-paid registered or certified mail return receipt requested, or electronic mail (with a copy concurrently mailed as set forth above). The date of receipt shall be deemed the date on which such notice is given. Notice hereunder will be directed to a party at the address of such Party set forth in this Agreement.

9.5 Waiver: Either Party may exercise a right, power or remedy at its/his discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of either Party hereto, exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE WRITTEN HEREIN.

First Party

Dr. Aditya Sharma
Registrar
Teerthanker Mahaveer University,
Moradabad

Signature: _____

Date: 07-07-2020



Second Party

Mr. Raman Sharma
Director,
Exigo Recycling Pvt. Ltd.,
Samalkha, Distt. Panipat

Signature: _____

Date: 07-07-2020

For EXIGO RECYCLING PVT. LTD.

Director

1.

Witness

2.

Witness

Neeraj Kumar Rawat
B-19, first floor, Sector 63
Noida, U.P. - 201309
7011317967

Annexure – 1

Exigo Recycling Pvt. Ltd., will pay Rs. 18/Kgs. (including of all applicable taxes) for safe disposal of E-Waste.

*Payment is in advance.

For EXIGO RECYCLING PVT. LTD.
R. Khan
Director

Atulya Kumar
Registrar
Tawhama University, Miranpur, 244001

Annexure - 2

**Registration Certificate-cum-Pass Book for
Recycler & Dismantler of E-waste**

Name and Address of the Industry /Recycler/dismantler : M/s. Exigo Recycling Pvt Ltd,
G.T. Road, Samalkha, Panipat

Telephone/Fax No. : 9896000658

E-mail Address : sourcing@exigorecycling.com

Registration No. : HSPCB/PR/2018/2225

Date of Issue HARY : 06/11/2018

Validity Period : 06/11/2018 to 05/11/2023

Sr. No.	E-waste Category	Max Registered Quantity of e-waste for Recycling / Dismantling (Tons per Annum)
1	Dismantling and Recycling of E-waste	6000 TPA

Regional Office
Authorised Signatory &
Haryana State Pollution Control Board
Panipat Region, PANIPAT

Atulya Kumar
Registrar
Teaching Staff
Panipat University, established 1980

For EXIGO RECYCLING PVT. LTD.
[Signature]
Director

Annexure-3

**Registration Certificate-cum-Pass Book for
Recycler & Dismantler of E-waste**

M/S Exigo Recycling Pvt Ltd

Name and Address of the Industry : Barsat Road, Panipat, Haryana
/Recycler/dismantler: Recycler/Dismantler

Telephone/Fax No. : 99965-00530

E-mail Address : ewaste@exigorecycling.com

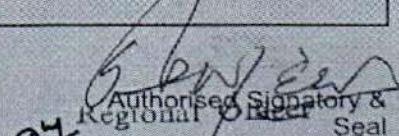
Registration No. : HSPCB/PR/2019/1921 dt. 26/09/2019

Date of Issue : 26-09-2019

Validity Period : 10/08/2019 To 09/08/2024

E-Waste Auth No- HSPCB/2019/6664855EWREF01 dated 21/08/2019

Sr. No.	E-waste Category	Max Registered Quantity of e-waste for Recycling / Dismantling (Tons Per Annum)
1.	Refrigerator	7100 MTA
2.	Air Conditioner	6700 MTA
3.	LED/LCD TV	3800 MTA
4.	Washing Machine	1300 MTA
5.	I.T. Material	3700 MTA


 Authorised Signatory &
 Regional Officer
 Haryana State Pollution Control Board
 Panipat Region, PANIPAT




For EXIGO RECYCLING PVT. LTD.

 Director