

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is executed at 24-01-2022 ("Effective Date") by and between;

A.G. Teachers College., University Road, Navrangpura, Ahmedabad- 380009 Run by Ahmedabad Education Society (Public Trust Registration No.F/37,Ahmedabad)"the **Customer**", which expression unless be repugnant to the context, shall mean and include successors, affiliates and assigns of the One Part.

AND

M/s ECS Environment Pvt. Ltd., a company (erstwhile ECS Environment Ltd. and pursuant from Ltd. to Pvt. Ltd.) registered under the Companies Act, 1956 and having its corporate office at **Head Office:** THE FIRST, B-02, ECS Corporate House, Behind Keshavbaug Party Plot, Off 132 Ft. Ring Road, Vastrapur, Ahmedabad – 380015.GUJARAT,INDIA. **Plant Add:** Block No. 24, Paiki, Village-Vautha, Taluka-Dholka, Dist. Ahmedabad -382 225.hereinafter referred to as "ECS", which expression unless be repugnant to the context, shall mean and include successors and assigns of the Other Part.

As the context may require, the Customer and ECS shall herein after be referred to severally as 'Party' and collectively as 'Parties'

WHEREAS:

- A. The Customer is engaged in the field of teacher education. College has an upgraded status of CTE (College of Teacher Education) to cater the needs of in-service teachers training for three districts of Gujarat. A.G. Teachers College is accredited and reaccredited with the highest grade by NAAC.
- B. ECS is an approved E-Waste (as defined below) Recycler and collection center (as per E-waste Management and Handling Rules, 2011 & 2016) by the Gujarat State Pollution Control Board ("GPCB") under rule of the Hazardous Waste Management & Handling Rules, 2008 and is operating a facility for the collection, reception, transportation, treatment and disposal of E-Waste and having their Recycling Machinery in Gujarat. ECS is engaged in the business of refurbishing, recycling and disposal of E-Waste;
- C. The Customer requires the Services (as defined below) to be provided by



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ECS and that ECS has represented that it can provide the Services; and

- D. Based on the above representation and responsibility for proper collection and recycling of the discarded electronic and electrical products i.e. providing environmentally sound management of e-waste, the Customer here by covenant with ECS to get provided the Services, in accordance with the terms and conditions of this Agreement:-

NOW THESE PRESENTS WITNESS AND THE PARTIES HERE TO AGREE HEREBY AS FOLLOWS:

1. Definitions

1.1. In this Agreement, unless the context otherwise requires, the followings words and expressions shall have the following meanings ascribed to them:

1.2. ECS's "Plant" shall mean recycling machinery situated at Gujarat.

1.3. "Affected Party" shall have the meaning ascribed to it in Clause13;

1.4. "Applicable Laws" means Basel Convention and, all statutes, rules, judgment, order, regulation, directives, standards, guidelines, policies by-laws, approvals from government authority or other government restrictions or adjudication by quasi- judicial authorities (including those relating to environment, taxes, assessment etc) governing the Territories of Customer and ECS.

1.5. "E-Waste" shall mean waste electrical and electronic equipment, whole or in part or scraps/rejects from electronic equipments of their in-house uses, or from their manufacturing process or repair process, which are discarded or intended to be discarded.

However, No equipments or products like light bulbs containing mercury etc. would be accepted by ECS.

1.6. "Delivery Point" shall mean the place of business of the Customer as may be agreed from time to time.

1.7. "Services" shall have a meaning ascribed to it in Clause3 and Schedule A.

1.8. "Term" shall have the meaning ascribed to in Clause 14.

2. Engagement

2.1. Subject to the terms and conditions of the Agreement, the Customer here by engages ECS and ECS hereby agrees to provide Services of E-waste management to the Customer during the Term of this Agreement ("Engagement"). However, Parties understand and agrees that this Agreement is for management and recycling of E-waste provided by the Customer and no license under any patent, copyright, trademark, or any





other intellectual property right or any other right including any for reverse engineering is either granted or implied in any equipment or material received by ECS under this Agreement. Unless otherwise agreed to in writing between the Customer and ECS, neither this Agreement nor the disposing of any equipment or materials by the Customer to ECS shall constitute any representation or warranty by the Customer of any kind with respect to such equipment, material or E-waste.

3. ECS Services

- 3.1. ECS shall provide Services in the nature of collecting refurbish, reuse recycle and management of the E-Waste supplied by the Customer, as more fully described in Schedule A of the Agreement. In addition to regulatory compliance assistance, ECS shall also provide certificates necessary under applicable rules and regulations for collecting, processing, dismantling or recycling, as the case may be, the E-Waste channelized by the Customer to ECS under this Agreement for the said purpose.
- 3.2. If Customer wishes to carryout the data wiping of HDD/PCs given to ECS, ECS would charge as per schedule B against which ECS would provide the certificate to ensure that the data wiping was carried out as per international standards.
- 3.3. ECS would maintain the records as required by pollution control boards and facilitate the customer by providing relevant documents as and when required.

4. Payments

- 4.1. In consideration of the Services provided by ECS, the Customer shall pay such consideration ("Fees") as set out in Schedule B for e-waste. However, ECS shall pay for e-waste as set out in Schedule B. Fees shall be excluding applicable services tax. All payments shall be subject to tax deductions at source. Except as provided herein, the Customer shall not make any other payments whatsoever including by way of emolument to any of ECS's personnel.

The following factors would be taken into consideration for determining the payment for the Services:

- 4.1.1. Actual cost of recycle;
- 4.1.2. Cost of transport for recycled E-Waste;
- 4.1.3. Cost of handling hazardous e-waste.

- 4.2. Subject to the prior discussion and agreement, the parties may revise the





Fees payable under this Agreement.

- 4.3. Fees shall not be revised for the material already delivered to the delivery point, in spite of and changes or fluctuations in market prices.

5. Obligations of the Customer

- 5.1. Subject to the other terms of the Agreement, the Customer shall ensure that the E- Waste does not contain any other hazardous material and shall deliver only E-Waste that qualifies the definition of E-Waste and meets the quality and quantity specifications as may be agreed between the parties from time to time.
- 5.2. The Customer shall deliver the E-waste at Delivery Point and all the costs including of transportation from the Delivery point shall be borne by ECS. All costs in relation to E-Waste till the delivery at Delivery Point shall be that of the Customer. The Customer shall accord due care while E-Waste is being loaded on the trucks and shall provide a detail list of the E-Waste being given to ECS at the delivery point.
- 5.3. The Customer shall, permit ECS and its employees to inspect the E-waste in accordance with Clause 7 delivered to ECS and allow ECS at its sole discretion, to reject any E-Waste that fails to meet the specifications of E-Waste.
- 5.4. The Customer may notify ECS, in case Customer is required to identify and furnish details of ECS as the E-Waster recycler of Customer to any governmental, regulatory, judicial, quasi-judicial, industry associations, non-governmental organizations etc.
- 5.5. ECS is not bound to provide or share any Process / Methods / Material to the customer.
- 5.6. At the time of delivery of the material, customer would provide ECS with sufficient space for packing and labeling, in their premises from where the material is being delivered.
- 5.7. By giving servers or hard drives to ECS, customer authorizes ECS to destroy all the contents and ECS would not be responsible for loss of any data. ECS would not be responsible for backing up/ returning or preserving any data of any of the servers or any other equipment given to them.
- 5.8. By collecting the material as per the inventory provided by customer, ECS thereafter, takes the full ownership of the equipments. The customer would not have any ownership of equipments thereafter.

6. Delivery and Transport of E-waste

- 6.1. The Customer shall deliver the E-Waste at Delivery Point and both the





parties shall keep each other informed of the date and time of the delivery ("Delivery Date") of E-Waste and in the event of any changes in the date and time of delivery, either party shall give at least 24 hours prior to the scheduled delivery time.

- 6.2. The Customer shall arrange for all necessary documentation for transportation of E- Waste to Delivery Point and shall provide scanned copies of all the documents facilitating the delivery process at least 24 hours before pickup time. ECS may decline the receipt of the E-Waste if the said documents are not provided by the Customer at the time of delivery.
- 6.3. The Customer shall, at its sole cost and expense, and if applicable, obtain any and all necessary consents, permissions, licenses, approvals, as is required under relevant laws for storing and disposing of the E-Waste. ECS shall be responsible for all necessary consents, permissions, licenses, approval, as is required under relevant laws for operating the ECS's plant and performing its obligations under the Agreement.
- 6.4. All costs in connection with transportation of E-Waste, including the cost of any insurance from the Delivery Point to ECS's Plant, shall be borne exclusively by ECS.
- 6.5. ECS is not bound to Store, Transport or Process e-waste in any location or time-frame.

7. Inspection and Rejection

- 7.1. ECS shall be allowed to inspect the E-Waste at the Delivery Point and ECS, at its sole discretion may reject any E-Waste that fails to meet the specifications of E-Waste as agreed between the parties.
- 7.2. However, acknowledge a report for accepted E-waste which will be duly signed by the representative of both the ECS and the Customer.
- 7.3. The Customer shall, at its sole cost and expense, may be allowed to designated visiting areas upon any official visit request made in advance.

8. Compliance

- 8.1. Customer shall comply strictly with Applicable Laws and their obligations under this Agreement.
- 8.2. In the event customer fails to comply with Applicable Laws, perform timely services or any other obligations contained herein, customer shall indemnify and hold harmless the ECS, its directors, officers, employees, agents and authorized representatives from any claim, suit, legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising there from.





9. Exclusive Agreement

9.1. The Customer shall not during the term of this Agreement; engage the Services of or deal with any third party in any manner to refurbish/recycle or deal in any manner with E- Waste.

10. Representations & Warranties

10.1. ECS represents warrants and undertakes that:

10.1.1. It is a Company duly organized and validly existing under the laws of India.

10.1.2. It has full power and authority to enter into this Agreement and perform all obligations under this Agreement;

10.1.3. It is not prevented or barred, in anyway, from entering into this Agreement and/or from performing its obligations hereunder, and the performance of its obligations herein shall not conflict or cause the breach of any agreement, undertaking or law to which it is subject or bound and does not require the consent of any third party;

10.1.4. It has and shall maintain during the term of this Agreement, all the permits, registration, authorization, licenses, consents and approvals that are required in order to render Services to the Customer.

10.1.5. It is equipped and has sufficient experience to provide the Services in a professional and workman like manner conforming to high industry standards and practices.

10.1.6. It shall ensure compliance with all the applicable laws including environment, industrial and/or labor laws.

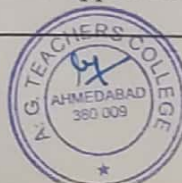
10.2. Customer represents warrants and undertakes that:

10.2.1. It is a company duly organized and validly existing under the laws of India.

10.2.2. It has full power and authority to enter into this Agreement and perform all obligations under this Agreement;

10.2.3. It is not prevented or barred, in anyway, from entering into this Agreement and/or from performing its obligations hereunder, and the performance of its obligations herein shall not conflict or cause the breach of any agreement, undertaking or law to which it is subject or bound, and does not require the consent of any third party;

10.2.4. It has, and shall maintain during the term of this Agreement, all the permits, licenses, consents and approvals that are required in order to





perform its obligations pursuant to this Agreement.

10.2.5. The Customer represents the E-Waste supplied is in correct depiction of specifications mentioned under the definition of E-Waste and does not contain any other hazardous and harmful material.

11. Confidentiality

Both Parties here to agree that their Personnel and representatives shall not during the term of this Agreement or thereafter, either directly or indirectly, for any reason whatsoever, divulge, disclose or make public any confidential information which may come to its knowledge during or as a result of its providing the services to Customer and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or members of the Customer or otherwise, save in accordance with the performance of its duties and hereunder or as required by law or unless expressly authorized by the Customer to do so. Both Parties shall ensure that no confidential information pertaining to the Customer is divulged to any third party without the express written permission of the Customer.

12. Indemnity

12.1. ECS shall indemnify defend and hold the Customer, its employees, officers and directors against all claims, damages, losses and expenses arising out of or in relation to breach of the ECS's representations and warranties.

12.2. The Customer shall indemnify, defend, hold harmless and settle at its own expense, any action or other proceeding brought against ECS, to the extent that such action or proceeding is based on Customer's representations and warranties becoming false and breach of the Customer's obligations hereunder.

13. Force Majeure:

13.1. Force Majeure means any event or a combination of event that materially or adversely affect the performance of either Parties of its obligation ("Affected Party") in whole or in part, pursuant to the terms of this Agreement but only to the extent that such event or circumstances are not within the Affected Party's reasonable control and have not been caused by willful neglect or act or omission of the Affected Party. The following events shall constitute Force Majeure: epidemic, nuclear emergency, earthquake, riot, war, acts of terrorist.

13.2. The Affected Party shall as soon as possible and no later than Thirty (30) days after occurrence of Force Majeure, provide written notice thereof to the other Party.

13.3. The Affected Party shall provide the other Party with prompt notice of cessation of the Force Majeure event and resume its obligations as contained





herein.

13.4. In the event Force Majeure continues unabated for an uninterrupted period of 180 days either Party has a right to terminate this Agreement by providing prior written notice.

14. Term and Termination

14.1. This Agreement, unless otherwise terminated earlier, shall be effective for a period of 3 years from the Effective Date. The Parties may renew the Agreement for further periods by mutually agreeing to the terms of renewal.

14.2. Either party may terminate the Agreement without assigning any reason upon thirty (30) days' advance written notice. In such event, subject to the other terms contained herein, the Customer shall pay for Services rendered through to the date of such termination and ECS shall fulfill its obligations undertaken prior to the termination of this Agreement.

14.3. Either Party may terminate the Agreement if the other Party commits a material breach of the Agreement. However, if the material breach is capable of rectification, the party suffering the breach shall be entitled to terminate only after giving one month written notice to the other party stating the details of the breach and on such breach not being cured within the thirty (30) days' notice period.

14.4. Either Party may terminate the Agreement forthwith by written notice if the other party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the other party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the other party's property or assets, or upon liquidation, dissolution or winding up of the other Party's business.

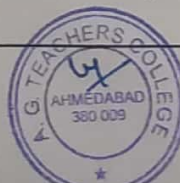
14.5. Upon termination of Agreement (i) ECS shall cease to provide the Services; and (ii) The Customer shall pay ECS for the Services rendered till the date of termination;

14.6. Termination shall not affect either Party's rights or liabilities accrued prior to the termination of this Agreement.

14.7. Clauses 4, 10, 11 and 12 shall survive termination or expiration of this Agreement.

15. Notice

15.1. Any notice, invoice, approval, advice, report or any other communication required to be given to a Party hereunder shall be addressed and delivered to the place of business of such Party as set out in the Preamble of this Agreement or at such other address as may be communicated by such Party to the other Party from time to time for this purpose.





16. Governing Law and Dispute Resolution:

16.1. This Agreement shall be governed and construed in accordance with laws in India.

Parties agree that in the event any dispute or breach arising out of or in relation to this Agreement shall be referred exclusively to arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Ahmedabad and the language of arbitration shall be English. The decision of the arbitrator shall be binding on the parties and the parties undertake not to dispute the same. The Parties shall mutually appoint the arbitrator and such appointment shall be official and award passed by the said arbitrator shall be binding on both the parties.

16.2. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, and without abridging any of the powers of the arbitration panel and such an action shall not constitute abrogation of the agreement contained herein.

16.3. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts at Ahmedabad, India only.

17. Miscellaneous

17.1. Assignment

17.1.1. This Agreement will bind and inure to the benefit of each Party's successors and assigns, provided that no Party may assign the Agreement without the prior written consent of the other Party. Any permitted assignee shall agree in writing to be bound by the terms and conditions set forth herein. Any attempt to assign this Agreement without such consent will be null and void.

17.2. Amendment and waiver

17.2.1. No amendment, modification or waiver of this Agreement shall be valid or consent to departures from the provisions hereof, may be given unless evidenced in writing and signed by authorized representatives of the Parties. A failure or delay to enforce any provision of this Agreement shall not constitute waiver hereof.

17.3. Severability

17.3.1. If at any time one or more provision of this Agreement becomes invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect. The parties shall endeavor in good faith to mutually discuss and include replacement provision to the Agreement to carry out the intention of the parties.





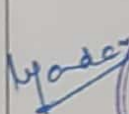
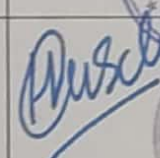
17.4. Counterpart

17.4.1. This Agreement may be executed in one or more counterpart, each of which shall be deemed to original and all of which collectively shall be deemed to one and same instrument.


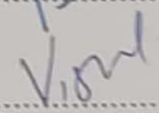
17.5. Relationship

17.5.1. Nothing in this Agreement shall be construed as creating partnership or joint venture between the Parties or constitute either Party the agent of the other Party for any purpose.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written, in presence of two witnesses at Ahmedabad.

	Signature	Name	Designation
Customer		Dr. Kaushal H. Yadav	I/C Principal
ECS		Mr. Hardik Mandora	Business Development Manager

Witness:

- (1) Mrs. Kaushal. H. Yadav Signature 
- (2) Mr. Vishal. Madasariya Signature 





SCHEDULE - A

ECS will provide the following support:

1. Logistic services from Delivery Point. Minimum quantity will be mutually decided.
2. Environment friendly recycling and management of E-waste.
3. Certificate of Destruction to be provided to the Customer at the end of 90 (Ninety) working days from the date of pickup.





SCHEDULE - B

The list of the E-waste to be re-cycled shall be provided by the Customer and ECS based on the list shall provide fees structure for the service of recycling of E-Waste material. Apart from the below list, ECS can consider taking other e-waste, but the charges structure will be mutually decided before the delivery.

Recyclable E-waste* : ECS shall pay for recyclable material

Sr.No	Particulars	(INR/Kg)
1	e-waste Computer and peripherals.	33

* Above rates are quoted based on assumption that all recyclable e-waste equipments contain all parts.

**If Customer wishes to carryout data wiping of HDDs/PCs/Servers, ECS would charge 90 Rs. per Desktop/Laptop/HDD and 490 Rs. per Server HDD against which ECS would provide the certificate to ensure that the data wiping was carried out as per international standards.

**All the prices are inclusive of transportation and logistics charges.
All the prices are exclusive of any applicable taxes.**

Signatories to the Schedule A and B:

Customer. byadao Date 27.01.2022

ECS. HUSCHIK Date 27.1.22

