



## INDIA NON JUDICIAL

## Government of Uttar Pradesh

e-Stamp

Signature: Karika  
 ACC Name - Karika Karganwal ACC Code - UP14013804  
 ACC Add - Noida - Mobile - 9658236878  
 License No. - 180/2020, Tehsil & Distric - G.B. Nagar

Certificate No.

: IN-UP72103086627512U

Certificate Issued Date

: 22-Aug-2022 12:04 PM

Account Reference

: NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN

Unique Doc. Reference

: SUBIN-UPUP1401380436525431482058U

Purchased by

: ATTERO RECYCLING PRIVATE LIMITED

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

:

First Party

: ATTERO RECYCLING PRIVATE LIMITED

Second Party

: Not Applicable

Stamp Duty Paid By

: ATTERO RECYCLING PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 100  
(One Hundred only)

₹100

₹100₹100₹100₹100



₹100

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IN-UP72103086627512U

Please write or type below this line

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement") made at Noida on this 01 day of November 2022 (hereinafter to as "Effective Date") by and between:

1. **ATTERO RECYCLING PRIVATE LIMITED**, a private company registered under the Companies Act, 1956 and having its registered office at 2, Saraswati Press, Green Park Dehra Dun, Uttarakhan, 248001 (hereinafter referred to as the "Service Provider", which expression unless be repugnant to the context, shall mean and include successors and assigns), on the First Part.
- AND
2. **Quantum University** registered under the AICTE, Ministry of HRD & Govt. of India and having its registered office at Vill - Mandawar, Dehradun Highway (NH - 73), Roorkee, Haridwar, Uttarakhand (hereinafter referred to as the "Recipient" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns); on the Second Part.

The Service Provider and the Recipient are hereinafter collectively referred to as the "Parties" and singularly as "Party".



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*[Signature]*  
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**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.ancilestamp.com](http://www.ancilestamp.com) or using Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**WHEREAS:**

- A. The Recipient is engaged in the business of Education.
- B. The Service Provider is engaged in the business of collection, transportation, reverse logistics, refurbishing, recycling and disposal of used electrical and electronic appliances, e-Waste, Lithium-Ion Battery Recycling and other related services (as defined below).
- C. Attero is a registered and approved E-Waste Recycler by the Uttarakhand Environment Protection and Pollution Control Board (UKEPPCB) and is operating a facility for the collection, reception, transportation, treatment and disposal of E-Waste and Lithium Ion Batteries and having their authorized Recycling Machinery in Roorkee, Uttarakhand. The Service Provider is engaged in the business of refurbishing, recycling and disposal of E-Waste & Li-ion batteries.
- D. In order to record the final, complete and correct understanding regarding the terms and conditions governing, *inter alia*, the availing of the Services provided by the Service Provider, the Parties are entering into this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. DEFINITIONS**

"**Confidential Information**" means any confidential and/or proprietary information of the Disclosing Party (as defined below in Clause 11.2 below) disclosed, either directly or indirectly, in writing or orally, or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) to the Receiving Party (as defined below in Clause 11.2 below) during the Term of this Agreement including (i) inventions, innovations, works or Intellectual Property Rights and any idea or know-how; (ii) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party's Business that is not generally known; (iii) proprietary information relating to the development, utility, operation, functionality, performance, cost, know-how, details of present and proposed businesses, input materials in any form, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, information regarding research and development, unpublished financial statements, budgets and other financial details, computer programming techniques, methodologies and related technical information, business or marketing plans, forecasts, licenses, prices or lists, quotes, bids, controls, operating procedures, organization responsibilities, marketing matters and any policies or procedures, software programs and files, operating manuals, user manuals documentation, source code and any and all information pertaining to the Disclosing Party's application/software; (iv) confidential and proprietary information of third parties, including former, existing or prospective agents, customers, partners, vendors, suppliers or Affiliates, and shall constitute Confidential Information; (v) the terms and conditions of the Agreement; and (vi) and all record bearing media containing or disclosing such information or techniques, identified as "Confidential" expressly or by necessary implication.

Information shall be deemed to be confidential whether the same comes to the knowledge of the Receiving Party orally or is contained in tangible or fungible form and whether contained in a floppy, disc, computer system, brochure, booklet or otherwise. Unless otherwise specified by the Disclosing Party, all information



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received by the Receiving Party during the course of this Agreement from the Disclosing Party, its Affiliates, its agents, clients, vendors, partners or customers shall be deemed to be Confidential Information.

Provided that Confidential Information shall not include information that the Receiving Party can demonstrate by sustainable evidence:

- (i) is, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available; or;
- (ii) is known to the Receiving Party at the time of receipt of such information; or,
- (iii) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure, there being no obligations of confidentiality attached to the source of such information.

**"Disclosing Party"** means a party that discloses Confidential Information under this agreement.

**"Engagement"** shall have such meaning as described in Clause 3.1.

**"e-Waste"** means electrical and electronic equipment including Lithium Ion Batteries, whole or in part discarded as waste by the consumer as well as rejects from manufacturing, refurbishment and repair processes

**"Force Majeure Event"** shall have the meaning described in Clause 15.

**"Indemnified Persons"** shall have the meaning described in Clause 12.1.1.

**"Intellectual Property"** means collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; and (v) Internet domain names, Internet and World Wide Web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained.

**"Law"** includes all relevant and existing statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board or court.

**"Losses"** shall mean any and all losses (which are monetary in nature or have the ability to be expressed in monetary terms) and liabilities arising out of obligations, claims, demands, actions, suits, judgments, awards, fines, penalties, fees, settlements and proceedings, expenses, damages (whether or not resulting from third party claims), charges, costs (including costs of investigation, remediation or other response actions), interests, penalties, out-of-pocket expenses, attorneys' and accountants' fees and disbursements;



  
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"Person" means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization.

"Representatives" shall have such meaning as attributed to it in Clause 11.3.

"Recycling" shall mean and include refurbishing, reusing, reconditioning, repairing the e-Waste and Lithium Ion Batteries and such other activities incidental and ancillary to recycling.

"Recipient Company" means a party that receives Confidential Information under this agreement.

"Services" shall mean the services more fully set forth in Schedule 1 to be rendered in accordance with the terms of this Agreement.

"Term" shall have such meaning as ascribed to the term in Clause 11.1.

## 2. INTERPRETATION

- 2.1. The descriptive headings of the clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
- 2.2. Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender.
- 2.3. Reference to clauses and other provisions are references to clauses and other provisions of this Agreement and any reference to any sub-provision is, unless otherwise stated, a reference to a sub-provision of the provision in which the reference appears.
- 2.4. The expression 'hereunder', 'hereto', 'hereof' and similar expressions, unless the context otherwise requires relate to this entire Agreement and not to any particular provision thereof.
- 2.5. Any undertaking by any of the Parties hereto not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.

## 3. ENGAGEMENT

- 3.1. Subject to the terms and conditions of this Agreement, the Recipient hereby engages the Service Provider and the Service Provider hereby accepts to provide the Services to the Recipient in consideration of the Service Fees set out in Clause 5 below during the Term of this Agreement and in such manner as set out in this Agreement ("Engagement").
- 3.2. This Engagement will be on an exclusive basis in the sense that the Recipient shall not avail Services or any other similar Services from any other entity during the Term of the Agreement. However, the Service Provider shall be free to enter into agreements with other entities to provide similar Services during the Term of the Agreement.



  
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#### 4. SERVICES

- 4.1. The Service Provider shall perform services in the nature of collection, and Recycling of the e-Waste & waste Li-ion Batteries that it shall collect at various locations including Recipient offices, service centers, service dealers, warehouse, stores, factory/manufacturing locations across the country from the Recipient and such other services as are more fully described in Schedule 1 ("Services") during the Term of the Agreement at its own cost and expense.
- 4.2. Recipient agrees to permit Service Provider during the reasonable time for collection of E-Waste & waste Li-ion Batteries material on "as is - where is" basis. Service Provider agrees to collect the E-waste & waste Li-ion Batteries as may be agreed by the parties in writing at the time of collection. The Service provider shall collect the e-waste & waste Li-ion Batteries material from the Factory or any other places as may be specified in writing from time to time. Service Provider agrees to Process such quantities of the Materials as offered by the Recipient from time to time.
- 4.3. The Parties may at any time by mutual discussions on mutually agreed terms and conditions amend the Schedule 1.
- 4.4. During the Term of this Agreement, the Service Provider agrees and undertakes that it shall obtain/ obtained and maintain all the necessary permits, approvals, sanctions and licenses etc. in compliance with the existing applicable Laws including any modifications therein from time to time in relation to or in connection with the rendering of the Services under this Agreement.
- 4.5. The Service Provider agrees that it shall at all times comply with all applicable Laws.

#### 5. CONSIDERATION AND PAYMENTS:

- 5.1 It is agreed by both the parties that Recipient shall make payment to Service Provider for utilization of various service as mentioned in Schedule 1 after submitting the necessary documents pertaining to services accomplishment.
- 5.2 The cost for transportation of the e-waste & waste Li-ion Batteries materials from the factories of the Recipient to the Service Provider shall be solely borne by Service Provider. The cost of loading and unloading of the E-waste & waste Li-ion Batteries material offered to the Service Provider including the cost of manpower deployed for the said purposes shall also be borne by Service Provider and Recipient shall not make any payment whatsoever for the same. There should not be delay in allowing the service Provider to pick-up the material from the factories of the recipient.

#### 6. REPRESENTATIONS AND WARRANTIES

- 6.1. Each of the Parties hereby represent and warrant to the other Party as follows:
- 6.1.1. it is a company duly organized and validly existing under the applicable Laws, including the Companies Act, 1956 and its amendment thereof;
- 6.1.2. the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, including a resolution passed at a meeting of the board of directors, and is not in contravention of any permits, consents and authorizations that the Party has obtained under the applicable Laws and does not result in any breach of any contract entered into with any third party;



  
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- 6.1.3. this Agreement has been duly authorized, executed and delivered and constitutes such Party's legal, valid and binding obligation enforceable against it in accordance with its terms subject, as to enforcement, bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to the availability of particular remedies under general equity principles;
- 6.1.4. it shall comply with all applicable material laws and regulations relating to its activities under this Agreement including without limitation the E-waste Rules, 2016; and,
- 6.1.5. it does not have any oral or written agreement or arrangement that would be inconsistent with its obligations under this Agreement.
- 6.2. The Recipient represents and warrants to and for the benefit of the Service Provider that the documents, data, and other information and materials provided to the Service Provider and relied on by the Service Provider to perform the Services will be true, complete, and accurate, and will not omit to state any material fact, and the Recipient will update such information and materials on a prompt and continuous basis (it being understood and agreed that the Service Provider's ability to perform under this Agreement is expressly conditioned and contingent upon the foregoing warranty).
- 7. RESPONSIBILITY OF THE RECIPIENT**
- 7.1. The Recipient agrees and undertakes the following:
- 7.1.1. It shall provide full support and cooperation to the Service Provider for rendering the Services agreed under this Agreement to market and promote the services of the Service Provider as it deems fit;
- 7.1.2. it shall comply with all the responsibilities of the producer as set forth in Clause 5 of Chapter II of the E-waste Rules, 2016 and such other provisions of the eE-waste Rules, 2016 as may be applicable to the Recipient, however service provider shall be duty bound to bring into the knowledge of Recipient all such relevant rules and regulations from time to time;
- 7.1.3. the Recipient may display the name of Service Provider as its E-Waste & waste Li-ion Batteries recycler at all appropriate places including on its premises, website, printed material such as brochures, manuals as required .
- 7.1.4. It shall provide full support and cooperation to the Service Provider for rendering the Services agreed under this Agreement;
- 7.1.5. During the Term of this Agreement, it shall not enter into any agreement or arrangement which is inconsistent with its obligations under this Agreement.
- 7.1.6. where some of the responsibilities of the producer are taken up by the Service Provider under this Agreement, it shall provide all assistance, cooperation and support required to the Service Provider;
- 7.1.7. Changes in Law: In case there is any change in the laws and Regulations, the Parties shall modify the Services in order to conform to changes in such laws, regulations, rules, procedures, and policies.



  
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- 7.1.8. **Reliance upon Recipient's Performance:** The Service Provider may accept and rely upon all information, data, documents and other records delivered, supplied, or made available to the Service Provider as correct and accurate. The Service Provider will have no responsibility or liability for any error, inadequacy, or omission, or for any failure or delay in the performance of Services, that results from inaccurate or incomplete information, data, documents, or other records provided to the Service Provider or from any delay, inaccuracy or failure in the Recipient's performance of its obligations hereunder. However, Service Provider is under obligation not to disclose or divulge such confidential information to any other third party in any manner whatsoever.
- 7.2. **Changes in Law:** Both the parties undertakes that it shall notify each other in a timely manner regarding changes in Laws and regulations, including those that are particular to its industry, which may affect the Service Provider's provision of or the Recipient's use of the Services. The Parties shall modify the Services (and the corresponding fees or prices, if feasible) in order to conform to any changes in such laws, regulations, rules, procedures, and policies. However, both the parties shall agree to remain responsible for any and all fines and penalties arising from any noncompliance by the Service Provider or the Company under applicable Laws till the scope of service is amended.;
- 7.3. **Reliance upon Recipient's Performance:** The Recipient understands and acknowledges that the Service Provider's performance under this Agreement is conditional and contingent upon the Recipient's timely and effective performance of its responsibilities under this Agreement. The Service Provider may accept and rely upon all information, data, documents and other records delivered, supplied, or made available to the Service Provider as correct and accurate. The Service Provider will have no responsibility or liability for any error, inadequacy, or omission, or for any failure or delay in the performance of Services, that results from inaccurate or incomplete information, data, documents, or other records provided to the Service Provider or from any delay, inaccuracy or failure in the Recipient's performance of its obligations hereunder in so far as only if such omission by Recipient has direct bearing on services to be rendered by the Service Provider. However, Service Provider shall be responsible and liable for any grossly negligent and lenient approach in performance of its services under this agreement.
- 8. RESPONSIBILITY OF THE SERVICE PROVIDER**
- 8.1. Title to the E-Waste & waste Li-ion Batteries shall be transferred from Recipient to the Service Provider on handing over of the material to the authorized transporter of the Service Provider. All the risks associated with the E-Waste & waste Li-ion Batteries shall pass on to the Service Provider from the moment it collects the E-Waste & waste Li-ion Batteries from the Collection Centre/ Collection Points. The necessary documents shall be endorsed by the Service Provider at the time of collection of such E-Waste & waste Li-ion batteries from time to time.
- 8.2. Either Party shall raise an invoice for the Consideration payable by the other party, if any, as per "Schedule 2" and the payment
- 8.3. to be made, within 15 days of the receipt of the invoice ("Due Date").
- 8.4. The Service Provider shall be under obligation to provide its services as per best satisfaction of the Recipient to avoid termination in accordance with this agreement and also update the Recipient with information of all relevant rules & regulation for compliance from time to time.
- 9. REPRESENTATION, WARRANTIES AND UNDERTAKINGS OF THE SERVICE PROVIDER**



  
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From the Effective Date and during the Term of this Agreement, the Service Provider undertakes and covenants that:

- 9.1. It shall duly obtain and maintain in full force or taken all steps required to obtain, all the Approvals as are necessary in connection with the execution and delivery of this Agreement, consummation of the transactions contemplated hereby and the performance of the Purchaser's Obligations as contained herein.
- 9.2. This Agreement, when executed and delivered by the Service Provider, shall constitute its valid and binding obligation enforceable in accordance with the terms hereof.
- 9.3. The execution, delivery or performance of this Agreement nor the completion of the transactions contemplated hereby shall conflict with, violate or result in any breach of the terms, conditions or provisions of its memorandum and articles of association or any material contract or obligation to which it is a party or by which it or they may be bound;
- 9.4. It is not currently engaged in or to the best of its knowledge, threatened by, any litigation the outcome of which could materially and adversely affect its performance of the Service Provider's Obligations.
- 9.5. All information provided by the Service Provider to the Recipient in relation to this Agreement, is true, complete and accurate and all facts material or relevant to the Recipient's decision to enter into this Agreement have been disclosed to the Recipient.
- 9.6. The Scheme and the Service Provider's Facilities complies /shall comply with environmental, health and safety standards prescribed under the Applicable Law.
- 9.7. The Service Provider shall perform its Obligations in compliance with the Applicable Laws and in accordance with or better than the prevailing industry practice.

#### 10. OWNERSHIP AND INTELLECTUAL PROPERTY

- 10.1. Ownership of Intellectual Property: The Parties agree that all rights, title and interests in and to the Intellectual Property of either Party shall vest in such Party and the other Party shall have no right or interest in the same.
- 10.2. Each Party agrees that it shall not, at any time during or after the Term of this Agreement, assert or claim any interest in or do anything that may adversely affect or impair the rights of the other Party in and to its Intellectual Property including but not limited to any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the other Party (including, without limitation, any act or failure to act which may infringe or lead to the infringement of any of the proprietary rights). Neither Party shall use the Intellectual Property of the other without the prior written consent of the other Party.
- 10.3. License by Service Provider: The Service Provider hereby grants to the Recipient a right and license to its trademark, logo, service marks and trade names, for no cost, for the purposes of enabling the Recipient to display the same on the Recipient's website, or any other promotional material (if necessary), for the Term of this Agreement for promotion and marketing of the Services rendered by the Service Provider.
- 10.4. License by Recipient: The Service Provider may display the name of the Recipient as its Client at all appropriate places including on its premises, website, printed material such as brochures, manuals and other promotional (if necessary), for the Term of this Agreement for promotion and marketing of the Services rendered by the Service Provider.



  
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## 11. CONFIDENTIALITY

- 11.1. Either Party agrees and acknowledges that during the Term of this Agreement, they will be given access to Confidential Information of the other Party. The Parties agree that during the Term of this Agreement, and upon termination, for any reason, they shall not, directly or indirectly, use for themselves or use for, or disclose to any Person or entity any Confidential Information, other than for the benefit of the other Party and its Affiliates and in the course of performing its duties under the Agreement.
- 11.2. Use of Confidential Information: During the Term of this Agreement and for Ten(10) years after expiration or termination of this Agreement, each "Receiving Party," which shall refer to the Party receiving the Confidential Information, shall use Confidential Information of the other Party "Disclosing Party" solely in connection with performance of this Agreement; provided, however, the Receiving Party shall have no liability to the Disclosing Party, which shall refer to the Party disclosing Confidential Information, with respect to use or disclosure of information to third parties to the extent that the Receiving Party can establish by written documentation that such information has been:
- 11.2.1. part of the public domain prior to disclosure by the Disclosing Party of such information to the Receiving Party;
  - 11.2.2. part of the public domain, without fault on the part of the Receiving Party, subsequent to disclosure by the Disclosing Party of such information to the Receiving Party;
  - 11.2.3. received by the Receiving Party at any time from a source other than the Disclosing Party lawfully having possession of and the right to disclose such information; or,
  - 11.2.4. Otherwise known by the Receiving Party prior to disclosure by the Disclosing Party of such information to the Receiving Party.
- 11.3. **Representatives.** The Receiving Party shall not disclose any Confidential Information received from the Disclosing Party to third parties other than on a need to know basis to its directors, officers, employees, attorneys, accountants, bankers, financial advisors or consultants (collectively, "Representatives") who are bound by written agreements with the Receiving Party to maintain Confidential Information in confidence or who are otherwise under obligations of confidentiality to the Receiving Party.
- 11.4. **Return of Confidential Information.** Upon written request of the Disclosing Party and within thirty(30) days from the date of the request, the Receiving Party agrees to, return to the Disclosing Party all Confidential Information and all tangible items relating to said Confidential Information, including without limitation all written material, photographs, models, computer files, Compounds, compositions and any other material made available or supplied by the Disclosing Party to the Receiving Party under this Agreement, and all copies thereof, except for one copy to be retained for the Receiving Party's legal files which shall not misused at all.
- 11.5. In the event of breach by the Receiving Party of its confidentiality obligations, the Receiving Party shall promptly communicate the same to the Disclosing Party and provide all necessary assistance to enable the Disclosing Party to protect the Confidential Information and to mitigate the damage that may result there from. Provided however that such action shall not relieve the Receiving Party for any liability that may arise due to the breach.



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- 11.6. Each Party acknowledges that the Disclosing Party asserts that the Confidential Information is unique and valuable and that disclosure in breach of this Agreement may result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an appropriate remedy. Subject to Clause 11 of this Agreement, the Parties agree that in the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without being required to post a bond or other security. Any such relief shall be in addition to and not in lieu of any appropriate relief by of monetary damages.

## 12. INDEMNITY

### 12.1. Indemnification by the Service Provider:

12.1.1. The Service Provider shall be liable to indemnify, defend and hold harmless the Recipient, its Affiliates, employees, agents and other representatives (collectively, the "Indemnified Persons") from and against any and all Losses, whether suffered or incurred by any of the Indemnified Persons, to which any of the Indemnified Persons may otherwise become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise out of, or result from or are connected with any:

- (i) misrepresentation in, inaccuracy in or breach by the Service Provider of any representation, warranty, term, covenant or undertaking of the Service Provider contained in this Agreement; or,
- (ii) violation of the applicable Law or any Governmental approval by the Service Provider in the course of this Agreement; or,
- (iii) any act or omission amounting to the gross negligence, willful default or willful misconduct by the Service Provider.

### 12.2. Indemnification by the Recipient:

12.2.1. The Recipient shall be liable to indemnify, defend and hold harmless the Service Provider its Affiliates, employees, agents and other representatives (collectively, the "Indemnified Persons") from and against any and all Losses, whether suffered or incurred by any of the Indemnified Persons, to which any of the Indemnified Persons may otherwise become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise out of, or result from or are connected with any:

- (i) misrepresentation in, inaccuracy in or breach by the Recipient of any representation, warranty, term, covenant or undertaking of the Recipient contained in this Agreement; or,
- (ii) violation of the terms of applicable Law or any Governmental approval by the Recipient in the course of this Agreement with the Service Provider; or,
- (iii) any act or omission amounting to negligence, default or misconduct by the Recipient;

- 12.3. Limitation of Liabilities. Except with respect to violations of a Party's Intellectual Property rights or breach of the confidentiality provisions or such other provisions that by their nature survive the termination of this Agreement, neither Party, nor any of their respective Affiliates, nor any of their respective directors, officers, members, employees or agents, shall have any liability of any type, for any special, incidental, indirect or



  
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consequential damages, including, but not limited to the loss of opportunity, loss of use, or loss of revenue or profit, in connection with or arising out of this Agreement.

- 12.4. Parties shall not be liable whether in contract, tort or otherwise for any injury, damage, or loss whether consequential, special, indirect or otherwise arising out of or in connection with the Contract. Party's total cumulative liability whether under law or contract under the Contract, for any reason whatsoever shall not exceed Contract price/price or as otherwise agreed in writing.
- 12.5. This is a service agreement. Other than as specifically stated herein, the Service Provider makes no warranties with respect to the Services or its performance hereunder and hereby disclaims all other warranties, whether express, implied, including any implied warranties of merchantability, suitability, originality, title, non-infringement, fitness for a particular purpose, system integration, or quiet enjoyment, as well as any warranties with respect to results to be derived from the use of any hardware, software or other items provided under or in connection with the Services provided under this Agreement. To the extent that the Service Provider may not as a matter of applicable law disclaim any implied or statutory warranty, the scope and duration of such warranty will be the minimum permitted under such applicable Law.

### 13. TERM AND TERMINATION

- 13.1. This Agreement, unless otherwise terminated earlier, shall be effective for a period of 5 years i.e. from [redacted] - November-2022 to [redacted] - November-2027. The Parties may renew the Agreement for a further term by mutually agreeing in writing. The terms of the Services shall also be subject to renewal from time to time as agreed between the Parties.
- 13.2. The Parties may terminate this Agreement by mutual consent by giving the other party a written notice of three(3) calendar month. In such an event, subject to the other terms contained herein, the Service Provider shall be paid for the Services as per this Agreement rendered till the date of such termination.
- 13.3. Either Party shall be entitled to terminate this Agreement without reason by giving the other party a written notice of three(3) month. In such an event, subject to the other terms contained herein, the Service Provider shall be paid for the Services, if any, as per this Agreement rendered till the date of such termination and similarly dues of The Recipient, if any, to be cleared. Similarly, Service Provider shall provide the complete documentation and certification until the rendition of its Services and thus settlement of accounts shall take place between them.
- 13.4. 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.
- 13.5. Consequences of Termination: Upon termination of Agreement:
- 13.5.1. the Service Provider shall immediately cease to provide the Services;
- 13.5.2. the Service Provider shall pay all the amounts stated in this Agreement due to the Recipient till the date of termination;



  
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- 13.5.3. within thirty (30) days of receipt of notice of termination, each Party shall return Confidential Information of the other in its possession and shall not make or retain copies without the consent of the other Parties; and
- 13.6. The termination of this Agreement shall not affect either Party's vested rights or liabilities under this Agreement, and shall be without prejudice to the right to seek recourse that either Party has under applicable Law and equity.
- 13.7. The obligation of the Parties under Clauses 7, 8, 9, 10, 11 and such other obligations of the Parties that by their nature survive, shall survive the termination or expiration of this Agreement.
- 14. GOVERNING LAW AND DISPUTE RESOLUTION**
- 14.1. This Agreement is made under and shall be construed in accordance with the Laws of India. In the event that any dispute arises in connection with or from this Agreement, the aggrieved Party may refer the same for resolution by arbitration through a sole arbitrator to be mutually appointed by the parties and proceedings to be conducted in accordance with the Arbitration and Conciliation Act, 1996 as statutorily modified or re-enacted from time to time as the case may be. The proceedings shall be conducted in English. The Arbitration Award shall be final and binding on the Parties. Place of arbitration proceedings shall be Delhi. Subject to the foregoing, the courts of Delhi shall have exclusive jurisdiction for filing any claims for injunctive relief or enforcing the arbitration award.
- 14.2. Subject to the foregoing provision on dispute resolution, the Parties shall submit exclusively to the jurisdiction of the courts in Delhi.
- 15. FORCE MAJEURE**
- Non-performance of any Party will be excused to the extent that performance is rendered impossible by power outages, damage to underground cables causing network failure, fire, flood, governmental acts, acts of terrorism, or orders or restrictions, or other similar reason where failure to perform is beyond the control and not caused by the negligence or default of the non-performing Party ("*Force Majeure Event*"), provided that the non-performing Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform. In the event that the *Force Majeure Event* continues for a period of more than 30 (Thirty) days of such notice, the Parties may, upon mutual consent, terminate the Agreement.
- 16. RELATIONSHIP BETWEEN THE PARTIES**
- The Parties are entering into this Agreement strictly on a principal-to-principal basis, and therefore, the Parties are not and cannot be construed to be partners, agents, employees or representatives of each other. No Party shall have any right, power or authority, express or implied, to bind the other, except to the extent explicitly stated herein.



  
Registrar  
Quantum University



**17. NOTICES**

The Parties name the following persons as the primary points of contact for the purposes of this Agreement and agree to keep each other updated of any changes to the same:

|         | Service Provider  | Recipient   |
|---------|---|---|
| Name    | ROHAN GUPTA   | Dr. S.S. Shekhawat  |
| Title   | COO   | Registrar   |
| Email   | rohan@attero.in   | registrar@quantumeducation.in   |
| Address | Khasra No 173, Raipur Industrial Area, Bhagpur, Roorkee, Uttarakhand - 247661 | Quantum University Campus, Vill – Mandawar, National Highway – 73, Roorkee, Haridwar, Uttarakhand |

**18. SEVERABILITY**

If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the Parties shall negotiate to substitute such invalid provisions with valid and enforceable provisions in good faith which most nearly effect the Parties' intent in entering into this Agreement.

**19. WAIVER**

No Party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

**20. ASSIGNMENT**

This Agreement will bind and inure to the benefit of each Party's successors and assigns, provided that the parties shall not be entitled to 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 obtaining the prior written consent will be null and void.


**21. ENTIRE AGREEMENT**

This document, including the Schedules annexed to it, represents the entire agreement between the Parties as to the matters set forth herein and supersedes all prior discussions or understandings between them.

**22. AMENDMENT**

No amendment, modification or waiver of any term, condition, right or remedy hereunder shall be effective for any purpose unless specifically set forth in writing signed by the Party to be bound thereby. The waiver by any Party of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition thereof. Failure or delay on the part of either Party hereto to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude exercise of any other right, power or privilege.



  
Registrar  
Quantum University



23. ETHICS

The Parties agree to conduct business in an ethical manner and in accordance with all applicable laws. No promise/offer/payment in cash or kind including no improper payments has or will be made to either party or their respective officials/agents etc. or to any third party with respect to the Contract. Breach of any of the above shall be sufficient ground for the non-defaulting party to revoke or cancel this Contract extra judicially.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

For ATTERO Recycling Private Limited

Name: Rohan Gupta  
Title: COO, Attero Recycling Private Ltd  
Place: Noida



Witness:

Name: Swachin Bora  
Title: Sr. manager

For Quantum University

Name: Dr. S.S. Shekhawat  
Title: Registrar  
Place: Roorkee

Witness

Shobha Goyal

Name:  
Title: Vice Chaima



Registrar  
Quantum University

**SCHEDULE 1**  
**(Services)**

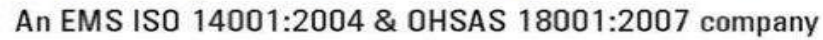
- i. Collection of E-waste & waste Li-ion Batteries generated at following location.
- ii. Environment friendly Recycling of all the E-waste collected.
- iii. Certificate of recycling to be provided to the Client at the end of 30 (Thirty) days from the date of collection.

**SCHEDULE 2**  
**(Fee & Payment)**

- i. Free of Cost.



Registrar  
Quantum University



Invoice .....

Reg. UEPPCB/HO/E-Waste/A-1/2021/94

Quantum University



Registrar  
Quantum University

# 173, Village Bhagwanpur, Raipur Industrial Area,  
Roorkee - 247661, Uttarakhand

**Rohan Gupta**  
Chief Operating Officer, Attero Recycling

Ezra