

E-WASTE DISPOSAL AGREEMENT

This E-waste Disposal Agreement ("Agreement") is made on 01.06.2019, by and between at Bengaluru.

M/s **Sogo Synergy Pvt Ltd** located at D-1/1, Hayes Road, 11/9, Hayes Court, Richmond Town, Bengaluru-560025 hereby authorized. Mr. G R LAWHALE which expression shall unless repugnant to the context include its legal/authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the first part; REFERED AS "SOGO SYNERGY"

AND

M/s. ATMECE College of Engineering, Mysore located at Mysore hereby authorized Mr. Mohan M, which expression shall unless repugnant to the context include its legal/ authorised representatives, administrators, executors, nominees, successors and permitted assigns) of the second part mentioned as ATMECE.

Whereas ATMECE has IT and all electrical, electronic products/ service related hardware material or any other material as may be specified by ATMECE (the "Material" as hereinafter defined) that it may from time to time wish to dispose of, and SOGO SYNERGY desires to execute a complete dismantling & disposal program on behalf of ATMECE. Therefore, ATMECE shall provide, and SOGO SYNERGY shall dismantle & dispose-off the Material in accordance with the following terms of this Agreement:

1. **Waste Material-** Waste Material is hereinafter defined as waste of all forms of electronics equipment, IT equipment's like Desktops, Monitor, Laptop, Servers, Modems and converters, Multiplexes, Switches, XDSLs, ADSL, Wireless radio, DOME, Backhaul Optimisation, Optical, CPE telecommunications equipment's, including but not limited to e-waste in the form of laptops, desktops, servers, network personal equipment's, monitors, telephony, printers, faxes, copiers, data assistants process control equipment, server towers, server rack, scanners, batteries, server battery backups, uninterruptable power supplies, electronic storage media and all accessories and peripherals for above mentioned equipment's including toners which ATMECE may want to recycle/dispose.
2. **Services-** SOGO SYNERGY shall provide following services to collection, transportation and destruction of Waste Material from various locations of ATMECE. ATMECE will notify places for pick up as per the accumulation of WEEE (Waste Electrical and Electronic Equipment) with different locations pan India collection of the Material, within 15 working days or case to case from date of notice duly informed by ATMECE by an authorised representatives.
3. **Destructions** – SOGO SYNERGY shall destruct the entire quantity of Material within 30 working days of receipt of material. ATMECE authorized representative may also witness the destruction at our facility located at Bengaluru. SOGO SYNERGY shall provide to ATMECE written confirmation through "Certificate of Destruction".
4. **Payment-** We shall bear all handling costs for the Waste Material collected from ATMECE in full and all costs associated with the provision of the Services rendered. We shall pay to ATMECE on collection of e-waste and as per the rates declared after inspection and evaluation of E-waste to be disposed on time to time.
5. **Warrantee-** SOGO SYNERGY Representation and Warranties –

DEPENDABLE
COMPUTING
DELIVERED

SALES
RENTALS
E-WASTE



SOGO SYNERGY PRIVATE LIMITED

REGISTERED OFFICE: D1/1, Hayes Court, 3rd Floor, 11/9, Hayes Road (Off Richmond Road) Bengaluru-560025

Tel: +91 222 76829, 414 30300/399, Fax: +91 80 221 20641 Email: sogo@sogoindia.com www.sogosynergy.com Toll Free 1800 102 4780

GST No. 29AAJCS3658Q1ZC CIN No. U30007KA2005FTC037509

- 5.1 While performing all Services hereunder, we agree to comply with all applicable permits, all central, state, and local laws, regulations and ordinances and all duly constituted authorities upon request of ATMECE,
- 5.2 We shall furnish copies thereof in advance. We hereby specifically agree and confirm that it is fully compliant to undertake this work from ATMECE in terms of the "E-waste (Management and Handling) Rules, 2016" and it possesses all the certificates mentioned under the said Rules.
- 5.3 We will be responsible for the statutory compliances including environmental compliances pertaining to the activities and Services mentioned above, "E-waste (Management and Handling) Rules, 2016" and ATMECE will not in any way be responsible for the same once the Waste Material is handed over by ATMECE.
- 5.4 We have obtained all necessary permits, licenses and other central, state or local authorizations required to perform the Services and upon request of ATMECE, we shall also furnish copies thereof to ATMECE
- 5.5 We shall keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the Services required by this Agreement. Said records, books and documentation relevant to the above-said purpose shall be available for inspection by ATMECE upon reasonable advance notice.
- 5.6 We shall not resell the Waste Material in the original form which has been collected from ATMECE except after totally destroying the Waste Material.
- 5.7 As an integral part of this Agreement, we hereby represent that they or any of their officials or representatives shall not give or promise to give any money or gift to any employee / official of ATMECE to influence its decisions regarding this Agreement, nor shall they exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee.
- 5.8 We shall ensure that the Waste Material is transported safely and there is no leakage during transit.
- 5.9 We confirm and warrants that the Waste Material so collected by it under this Agreement shall not be misused by it directly or indirectly or dealt with in any other manner other than as expressly stated in this Agreement, and agrees to indemnify ATMECE in case such representation/warranties are breached.
- 5.10 We shall ensure that all government approvals, statutory compliances as per E Waste Rules as mentioned above and QEHS Quality, Environment, Health and Safety standards.
- 5.11 We shall also assist ATMECE in maintaining records, statutorily required to be maintained in terms of the above mentioned E-waste Rules, pertaining to e-waste collected from ATMECE.

6. **BUSINESS CONTINUITY MANAGEMENT PLAN**

- 6.1 SOGO SYNERGY shall ensure that at all times it has in place and is able to implement a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of the Services/ deliverables provided by us.
- 6.2 SOGO SYNERGY shall be open to the audit of its business continuity arrangements by ATMECE as and when required by ATMECE.

ATMECE Representations and warranties

- 7.1 ATMECE has free and unencumbered title to all Waste Material delivered to us pursuant to this Agreement.



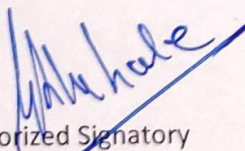
- 7.2 ATMECE shall not knowingly ship Hazardous Wastes to us pursuant to this Agreement. In the event Hazardous Wastes are identified upon receipt at or during subsequent processing, such substances (as mentioned in Annexure-I) shall be quarantined, in manner sufficient to reasonably protect human health and real and personal property.
- 7.3 ATMECE shall issue all proper despatch documents (invoices, gate pass, declarations, GST forms etc.), where applicable, and Form 6 as per the hazardous waste manifest for transportation along with the Waste Material authorisation and ownership Transfer letter for transport.
8. **Period of Agreement** - This agreement shall be in force for **3 years** from the date of execution hereof ("**01.06.2022**") unless and until terminated in a manner set forth in paragraph. This Agreement may however be terminated by ATMECE at any time during the term, without giving any advance notice to us, in case we fail to comply with its obligations under this Agreement.
9. **Termination of Agreement** - Agreement may be terminated at any time by ATMECE or SOGO SYNERGY, delivering upon 30 days' written notice to the other party. In the event of such termination, the parties will be paid for services performed or amounts due for Waste Material processed up to the date of such termination and not thereafter.
10. **Modification** This Agreement may not be modified, waived, or extended unless mutually agreed to in writing, and it may not be terminated except as provided above. A waiver by either party of any terms and conditions of this Agreement in one or more instances will not constitute a permanent waiver of such terms and conditions unless so stated in writing
11. **Resolution of Disputes:** The parties shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding. In the event of any dispute or difference arising out of / relating to this Agreement between the parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Any dispute subject to Ballari Jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

For and on Behalf of-

M/s Sogo Synergy Pvt Ltd

Authorized Signatory



M/s ATME College of Engineering, Mysore



Authorized Signatory

PRINCIPAL
ATME College of Engineering
4th KM, Mysuru-Kanakapura-Bangalore Road
Mellahalli, Mysuru - 570028