

## INTERIM WASTE COLLECTION PARTNER AGREEMENT

This Interim Waste Collection Partner Agreement (hereinafter referred to as '**this Agreement**') )

### BY AND BETWEEN:

**M/s. Todobiz Private Limited**, a private limited company registered under the Companies Act, 2013, with its registered address at: S. No. 23/1, 24, Wisdom Park, Bld. C, Flat No. 1102, Pune 411018 Pune Pune Mh 411018 In, (hereinafter referred to as '**TPL**').

### ...THE PARTY OF THE FIRST PART

### AND

After accepting Terms & Condition through "**TPL**" Mobile App known as **Junkky Vendor App** You will be Authorized Collection Partner of, (hereinafter referred to as the '**Waste Collection Partner / WCP**');

### ...THE PARTY OF THE SECOND

### PART

TPL and the WCP shall be hereinafter collectively referred to as the '**Parties**' and individually as a '**Party**'.

### RECITALS

**WHEREAS**, TPL has developed a unique technology platform that connects waste generators with independent waste collectors, scrap dealers, recyclers, and more, primarily operational in Pune, Maharashtra, India.

**AND WHEREAS**, the WCP has approached TPL with the intent to provide waste collection services to the users of TPL's technology platform, as an independent third-party service provider, using TPL's technology platform and the e-rickshaws supplied by TPL.

**AND WHEREAS**, after due consideration, TPL is willing to allow the WCP, on a temporary basis, to provide waste collection services to the users of TPL's technology platform, through TPL's technology platform, in compliance with the terms and conditions stipulated herein and on TPL's website(s) and in TPL's mobile and web app(s).

**AND WHEREAS** in pursuance of the above, the Parties hereto have decided to execute this Agreement to detail the terms and conditions under which the WCP may provide waste collection services to the users of TPL's technology platform, using TPL's platform and TPL's e-rickshaws.

**AND WHEREAS** this Agreement is being executed to provide clarity and consensus on the operational and business relationship between TPL and the WCP. It is explicitly understood, acknowledged, and agreed by the WCP that there is no partnership, joint venture, or association of persons formed between TPL and the WCP by virtue of their execution of this Agreement. The WCP's role is solely that of an independent service provider and not of an employee, partner, or agent of TPL.

**AND WHEREAS** this Agreement delineates the terms governing the WCP's engagement with TPL's technology platform, the conditions for the use of TPL's e-rickshaws, the requirements the WCP needs to fulfill, and the commercial terms under which the WCP shall provide the services enumerated herein.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:**

#### 1. Definitions of Key Terms:

- a. "**Agreement**": shall mean this Interim Waste Collection Partner Agreement, including all its annexures, schedules, exhibits, and amendments, if any, made from time to time.
- b. "**Technology Platform**": refers to the digital system, including mobile applications, web applications, web platforms, and other software tools developed and managed by

TPL, which connects waste generators, i.e., users, with waste collectors, scrap dealers, recyclers, and more.

- c. **"Waste Collection Services"**: means the services provided by the WCP, wherein he collects waste from the designated waste generators / users, as facilitated through TPL's Technology Platform.
- d. **"e-Rickshaw"**: denotes the electric three-wheeler vehicles supplied by TPL to the WCP, for the purpose of assisting in the said waste collection services, which shall remain the property of TPL at all times.
- e. **"Service Area"**: implies the specific geographic zones or localities within Pune, Maharashtra, as specified by TPL, where the WCP will provide the said Waste Collection Services.
- f. **"Effective Date"**: refers to the date on which this Agreement comes into force, as mentioned below.
- g. **"Term"**: shall mean the duration of this Agreement, as defined in the relevant clause pertaining to the term and termination.
- h. **"Waste Generators"**: refers to individuals, institutions, or businesses that produce waste and use TPL's Technology Platform to avail of the said Waste Collection Services.
- i. **"Confidential Information"**: encompasses all information, whether in written, oral, digital, or any other form, shared between the Parties in connection with this Agreement, which is not in the public domain.
- j. Any term or expression not defined herein but used in this Agreement shall, unless repugnant to the context, have the meaning as commonly understood by experts and professionals in the waste management industry in India.

## 2. Interpretation Clauses:

- a. **Words & Expressions in Singular and Plural**: Words importing the singular shall include the plural and vice versa where the context requires.
- b. **Gender**: Words importing any gender shall include all other genders.
- c. **Headings**: The headings in this Agreement are for convenience only and shall not be taken into consideration in the interpretation or construing of the provisions contained herein.
- d. **Reference to Clauses & Annexures**: References to Clauses, Schedules, and Annexures are, unless otherwise provided, references to clauses, schedules, and annexures of this Agreement.
- e. **Including & Such As**: The words "including" and "such as" are to be construed without limitation.
- f. **Statutory Provisions**: References to any statutory provision, authority, rule, code, regulation, or enactment shall include references to that statute, provision, authority, rule, code, regulation, or enactment as amended, modified, re-enacted, or replaced from time to time.
- g. **Binding Agreement**: This Agreement, once executed by both Parties, shall be binding and shall supersede all previous negotiations, commitments, and writings between the Parties concerning the subject matter hereof.
- h. **Written or In Writing**: Any reference to "written" or "in writing" shall include typing, printing, lithography, and other means of representing or reproducing words in a legible and non-transitory form, including electronic mail and faxes.
- i. **Knowledge & Notice**: Any reference to any Party's knowledge means the knowledge of the Party after due inquiry, and any reference to notice shall mean written notice unless otherwise specified.
- j. **Business Days**: References to days shall mean calendar days unless otherwise specified. If any date on which an obligation is required to be performed, or an event

is supposed to occur, is not a business day, the obligation shall be performed or the event shall occur on the next succeeding business day.

- k. Any ambiguity or uncertainty in the wording or interpretation of this Agreement shall not be construed against the Party who drafted such wording.

### **3. Statement of Non-Partnership, Joint Venture, or Association of Persons:**

- a. **Nature of Agreement:** This Agreement is executed with the intent of setting forth the terms and conditions governing the mutual business relationship between the Parties and should not be construed to create any partnership, joint venture, or association of persons between them.
- b. **Independent Parties:** Both Parties acknowledge and confirm that they are entering into this Agreement as independent contracting parties. Neither Party has the authority to bind, represent, or commit the other in any way unless expressly provided in this Agreement. No act or omission by either Party should be interpreted to make them jointly liable or to imply a partnership or principal-agent relationship.
- c. **No Shared Benefits or Obligations:** Except as expressly set forth in this Agreement, neither Party shall be entitled to share in the profits or bear the losses arising out of the activities of the other Party. Neither Party has the authority to, and shall not, incur any obligation or liability on behalf of the other Party.
- d. **Representations and Warranties:** Both Parties represent and warrant that they have the full right, power, and authority to enter into this Agreement and perform their respective obligations hereunder without violating any other agreement, rights of third parties, or any applicable laws, rules, or regulations.
- e. **No Third Party Rights:** The provisions of this Agreement are for the exclusive benefit of the Parties, and no third party, including but not limited to any employee, creditor, or subcontractor of either Party, shall have any right as a third-party beneficiary under this Agreement.
- f. The Parties reiterate their understanding and mutual agreement that this relationship is purely contractual in nature and does not, in any manner, establish, infer, or imply a partnership, joint venture, employer-employee relationship, or any fiduciary duties or obligations between them, other than those expressly stated in this Agreement.

### **4. Roles of TPL and the WCP:**

#### **a. Role of TPL:**

- i. **Technology Platform Provider:** TPL shall act as the provider of the Technology Platform connecting Waste Generators with independent waste collectors like the WCP.
- ii. **Facilitator:** TPL shall facilitate the interface between Waste Generators and the WCP through its Technology Platform, but shall not directly provide waste collection services to any person.
- iii. **Provider of e-Rickshaws:** TPL shall provide the WCP with three e-Rickshaws for the sole purpose of facilitating the Waste Collection Services as described herein, through the use of TPL's Technology Platform.

#### **b. Role of the WCP:**

- i. **Independent Waste Collector:** The WCP shall act as an independent waste collection service provider using TPL's Technology Platform and the e-Rickshaws provided by TPL.
- ii. **Compliance with Service Standards:** The WCP commits to adhering to the service standards, safety precautions, routes, and other requirements as specified by TPL from time to time.

- iii. **User Interaction:** The WCP shall be the point of contact for the Waste Generators availing waste collection services through TPL's Technology Platform during the course of the provision of said Waste Collection Services.
  - iv. **Maintenance and Care:** The WCP shall be responsible for the basic maintenance, charging, and care of the e-Rickshaws provided by TPL during the term of this Agreement.
  - c. **Distinct and Separate Entities:**
    - i. Both TPL and the WCP acknowledge and affirm that they are distinct and separate entities. Neither Party is an agent, representative, or employee of the other Party.
    - ii. Both Parties shall ensure that in their communications and interactions, whether with third parties or internally, they clearly represent their independent roles and do not create any misrepresentation or confusion regarding their relationship.
  - d. **No Interference in Business Operations:** TPL shall not interfere in the daily operations, business decisions, or methodologies employed by the WCP in the provision of the said Waste Collection Services, provided that the WCP's operations align with the terms and conditions of this Agreement and the quality standards set by TPL.
  - e. **Feedback Mechanism:** TPL may, from time to time, provide feedback to the WCP on the waste collection services provided by him, based on user/customer reviews and internal evaluations. The WCP shall make reasonable efforts to implement such feedback to improve the Waste Collection Services.
  - f. Both Parties hereby affirm their understanding of their respective roles under this Agreement and agree to fulfill their responsibilities in accordance with the stipulated terms.
- 5. Submission of Identification Proof and Verification:**
- a. **Submission by the WCP:**
    - i. Prior to the commencement of any Waste Collection Services under this Agreement, the WCP shall provide TPL with copies of his valid and up-to-date identification documents including, but not limited to, his PAN Card, Aadhaar Card, Passport, driver's license, and any other identification document deemed necessary by TPL.
    - ii. The WCP must also furnish proof of residential address and any relevant licenses or permits necessary for the provision of Waste Collection Services within the stipulated jurisdiction.
  - b. **Data Privacy and Confidentiality:**
    - i. TPL acknowledges that the identification documents and personal information provided by the WCP are confidential. TPL shall take all reasonable measures to protect the confidentiality of such information and shall not disclose, reproduce, or use it for any purpose other than in pursuance of TPL's covenants under this Agreement, without the prior written consent of the WCP.
    - ii. TPL shall adhere to all applicable data protection and privacy laws and regulations when handling the WCP's personal data.
  - c. **Discrepancies in Information provided by the WCP:**
    - i. In the event any discrepancies or issues arise with respect to the information/documents provided to TPL by the WCP, TPL reserves the right to suspend or terminate this Agreement immediately, or request additional documentation or clarification from the WCP, as deemed appropriate.
  - d. **Updates and Changes:**
    - i. The WCP undertakes to inform TPL promptly of any changes to the identification documents or any relevant details therein, and shall submit updated copies for verification as required.

**6. Description of Safety Protocols & Routes; Approval by TPL:**

**a. Submission of Safety Protocols:**

- i. The WCP shall provide TPL with a comprehensive document detailing the safety protocols he intends to implement during the provision of Waste Collection Services. This shall include, but not be limited to, the use of safety gear, training protocols, methods of waste handling, and emergency procedures.
- ii. The safety protocols must adhere to, and be in compliance with, all relevant local, state, and national regulations and guidelines pertaining to waste collection and handling.

**b. Submission of Proposed Routes:**

- i. Alongside the safety protocols, the WCP shall also submit a detailed description of the routes he plans to use for providing the Waste Collection Services. The routes should consider factors such as traffic patterns, time of operation, efficiency, and environmental impact.
- ii. Where applicable, the WCP should provide alternate routes to be used in case of emergencies, road closures, or other unforeseen events that may impede regular operations.

**c. Review and Approval by TPL:**

- i. Upon receipt of the aforementioned safety protocols and proposed routes, TPL shall conduct a thorough review. This review is to ensure that the protocols and routes align with TPL's standards, best practices, business strategy, and any other requirements it may have.
- ii. TPL shall have the right to request modifications, clarifications, or additional information regarding the proposed safety protocols and routes.
- iii. Final approval of the safety protocols and routes will be given in writing by TPL. Until such approval is provided, the WCP shall refrain from initiating any Waste Collection Services under this Agreement.

**d. Modifications & Updates:**

- i. In the event of changes in regulations, best practices, or based on the experience gained during the Waste Collection Services, the WCP may need to update or modify the safety protocols or routes. In such cases, the WCP shall promptly inform TPL of these changes and submit the revised documents for approval as per the process outlined above.
- ii. TPL also reserves the right, upon periodic reviews or changing circumstances, to request modifications to the safety protocols or routes to better align with its objectives and responsibilities.

**e. Training & Adherence:**

- i. The WCP shall ensure that he, and any personnel working under him, are adequately trained and consistently adhere to the approved safety protocols and routes during the provision of Waste Collection Services.
- ii. Both Parties acknowledge the critical nature of safety and efficiency in the operations and commit to maintaining open communication and collaboration in relation to this clause.

**7. Maintenance & Usage of e-Rickshaws:**

**IF TPL PROVIDE E-RIKSHAW TO WCP**

**a. Provision and Ownership:**

- i. TPL shall provide the WCP with three e-Rickshaws for the sole purpose of Waste Collection Services as outlined in this Agreement. The ownership of these e-Rickshaws shall remain with TPL at all times.
- ii. The WCP is strictly prohibited from using these e-Rickshaws for any purpose other than the Waste Collection Services specified in this Agreement.

**b. Maintenance Responsibility:**

- i. The WCP shall be responsible for the day-to-day maintenance of these e-Rickshaws, which includes, but is not limited to, major repairs, routine checks, cleaning, minor repairs, and other extensive maintenance requirements.
- ii. TPL shall be responsible for replacements. In such cases, the WCP must notify TPL promptly upon identification of any major issues or concerns that warrant replacement.

**c. Usage Guidelines:**

- i. The WCP agrees to adhere to all manufacturer guidelines, safety precautions, and recommended best practices while operating these e-Rickshaws.
- ii. The WCP must ensure that the e-Rickshaws are only operated by individuals who have received appropriate training and possess the necessary licenses or permits as mandated by local regulations.

**d. Inspections & Records:**

- i. TPL reserves the right to inspect these e-Rickshaws at any given time to ensure they are in good condition and are being used appropriately by the WCP.
- ii. The WCP shall maintain records of daily usage, including kilometers traveled, routes taken, and any maintenance activities conducted. These records shall be made available to TPL upon request.

**e. Damages & Accidents:**

- i. In the event of an accident or damage to any of these e-Rickshaws, the WCP must immediately inform TPL. Furthermore, the WCP shall be responsible for paying all damages and shall accept all civil and criminal liabilities arising out of such accidents.
- ii. Any damage to these e-Rickshaws resulting from negligence, misuse, or a breach of this Agreement on the part of the WCP shall be repaired at the WCP's expense.

**f. Return of e-Rickshaws:**

- i. Upon the termination or expiration of this Agreement, or upon the request of TPL, the WCP agrees to return these e-Rickshaws in a condition consistent with their usage, accounting for normal wear and tear, and in accordance with the terms stipulated herein.
- ii. Both Parties acknowledge the importance of maintaining and using these e-Rickshaws responsibly to ensure efficiency, longevity, and safety during the Term of this Agreement and beyond.

**8. Non-Poaching Covenant:**

**a. Covenant not to Solicit:**

- i. During the term of this Agreement and for a period of two (2) years following its termination or expiration, the WCP agrees not to directly or indirectly solicit, induce, recruit, encourage, or otherwise endeavor to cause or attempt to cause any employee, agent, consultant, or contractor of TPL to terminate their employment or contractual relationship with TPL, nor to reduce the extent of their business relationship with TPL.
- ii. Similarly, TPL agrees not to directly or indirectly solicit, induce, recruit, encourage, or otherwise endeavor to cause or attempt to cause any employee, agent, consultant, or contractor of the WCP to terminate their employment or contractual relationship with the WCP, nor to reduce the extent of their business relationship with the WCP.

**b. Non-Hire:**

- i. The WCP shall not, without the prior written consent of TPL, employ, contract, or engage in any capacity, any person who, during the term of this Agreement, was an employee, agent, consultant, or contractor of TPL.
- ii. Likewise, TPL shall not, without the prior written consent of the WCP, employ, contract, or engage in any capacity, any person who, during the term of this Agreement, was an employee, agent, consultant, or contractor of the WCP.

**c. Notification of Contact:**

- i. In the event that an employee, agent, consultant, or contractor of one Party initiates unsolicited contact with the other Party regarding potential employment or engagement, the contacted Party shall immediately notify the other Party of such contact.

**d. Remedies:**

- i. Both Parties acknowledge and agree that any breach or threatened breach of this Non-Poaching Covenant may result in significant injury to the non-breaching Party, for which there may be no adequate remedy at law. Consequently, in the event of a breach or threatened breach of this clause, the non-breaching Party shall be entitled, in addition to any other legal remedies and damages available, to seek an injunction to restrain the breaching Party from committing or continuing any such breach.

**e. Survival:**

- i. This Non-Poaching Covenant shall survive the termination or expiration of the main Agreement for a period of two (2) years, as specified herein.
- ii. Both Parties recognize the importance of the commitments set forth in this clause and the potential harm that may arise from any breach, and thus, pledge to act in good faith to uphold their respective obligations as stipulated in this Non-Poaching Covenant.

**9. Tracking and Recording of Services:**

**a. Implementation of Tracking System:**

- i. TPL shall provide a comprehensive electronic tracking system, hereinafter referred to as the ‘**Tracking System**’, which will be integrated into each e-Rickshaw operated under this Agreement. The primary purpose of the Tracking System is to monitor the movement, routes, stops, and speed of the e-Rickshaws in real-time.
- ii. The Tracking System will be installed in a manner that does not interfere with the operation of the e-Rickshaws and is compliant with all applicable laws and regulations.

**b. Data Recording:**

- i. The Tracking System will automatically record data pertaining to the Waste Collection Services rendered, including but not limited to, the start and end times of each trip, total distance covered, routes taken, stops made, and any deviations from the approved routes.
- ii. This data, collectively referred to as the ‘**Tracking Data**’ shall be stored securely and shall be accessible only to authorized personnel of TPL and the WCP.

**c. Review and Audit:**

- i. TPL shall have the right, at its discretion, to review the Tracking Data to ensure compliance with the terms of this Agreement and to analyze the efficiency and safety of the services provided.
- ii. The WCP shall cooperate fully with any such review or audit and shall provide any additional information or clarification as may be requested by TPL.

**d. Data Protection and Privacy:**

- i. Both Parties shall ensure that the collection, storage, and processing of the Tracking Data are compliant with applicable data protection laws and regulations. The Tracking Data shall not be shared, sold, or disclosed to any third party, except as required by law or with the prior written consent of the other Party.
- ii. TPL shall take appropriate technical and organizational measures to safeguard the Tracking Data from unauthorized access, disclosure, alteration, or destruction.

**e. Retention of Tracking Data:**

- i. The Tracking Data shall be retained for a period of two (2) years from the date of its generation or for such longer period as may be required by law.

- ii. Upon expiration of the retention period or the termination of this Agreement, whichever is later, the Tracking Data shall be securely deleted, unless its retention is required for legal, audit, or compliance purposes.
- f. Issues and Malfunctions:**
  - i. In the event of any malfunction or issues with the Tracking System, the WCP shall promptly notify TPL. TPL shall then be responsible for resolving the issue in a timely manner.
  - ii. Both Parties recognize the importance of accurately tracking and recording the Waste Collection Services rendered under this Agreement to ensure transparency, accountability, and adherence to the safety protocols and routes agreed upon.

## **10. Indemnification & Liability:**

### **a. Indemnification by the WCP:**

- i. The WCP agrees to indemnify, defend, and hold harmless TPL, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:
  - The operation, maintenance, or use of the e-Rickshaws by the WCP, his employees, or agents;
  - Any breach or violation by the WCP of any terms and conditions of this Agreement;
  - Any negligence, misconduct, or wrongful act or omission by the WCP or his agents and employees;
  - Any infringement or unauthorized use of intellectual property rights of TPL, including, but not limited to, the infringement of intellectual property rights of TPL in its technology platform/app/website;
  - Any breach of the confidentiality obligations by the WCP under this Agreement;
  - Any violation of applicable law, relevant license, and permit terms from transport authorities by the WCP or his drivers;
  - Violation of TPL's policies by the WCP or his drivers;
  - Harm to TPL's reputation and goodwill directly attributable to the WCP or his drivers;
  - Damage, unauthorized use, or loss of TPL's technology platform by the WCP;
  - Death, fraud, theft, misconduct, negligence, deficiency in Waste Collection Services, or any negligent act or omission or misrepresentation made during the provision of services by the WCP or his drivers;
  - Personal injury or property damage including, but not limited to, motor accident claims asserted against TPL and its associates due to the operation of the e-Rickshaws by the WCP;
  - Civil or criminal offense under law or deemed by TPL;
  - Failure by the WCP or his drivers to make tax payments in line with applicable laws.
- ii. The WCP's obligation to indemnify TPL shall survive the termination or expiration of this Agreement.
- iii. The WCP is liable to indemnify and hold TPL harmless against all damages, losses, costs, and expenses arising from any complaint received by TPL from users of TPL's technology platform concerning deficient Waste Collection Services provided by the WCP.
- b. Limitation of liability:**
  - i. Notwithstanding any other provisions of this Agreement and subject to applicable laws, TPL's total aggregate liability under this Agreement, whether in contract, tort, misrepresentation, restitution, or otherwise, in relation to the performance or contemplated performance of this Agreement, shall be limited to INR 10,000/- (Rupees Ten Thousand Only).



**c. Notice and Opportunity to Defend:**

- i. In the event of any claim or action for which TPL seeks indemnification, TPL shall promptly notify the WCP in writing.
- ii. The WCP shall have the right to assume the defense of any such claim or action.
- iii. Both Parties acknowledge the importance of clear provisions regarding liability and indemnification to protect their respective interests and ensure that any potential disputes or claims are addressed in a fair and efficient manner.

**11. Compliance with TPL Regulations & Policies:**

**a. Adherence to Regulations:**

- i. The WCP acknowledges that TPL has established certain regulations, guidelines, and policies (collectively referred to as ‘**TPL Regulations**’) that govern the conduct, performance, and operations related to the Waste Collection Services provided under this Agreement.
- ii. The WCP agrees to strictly comply with all TPL Regulations as may be communicated to him from time to time by TPL or as may be available on TPL's official platforms or communicated channels.

**b. Amendments to TPL Regulations:**

- i. TPL reserves the right to amend, modify, or introduce new TPL Regulations as it deems necessary for the proper execution of the services, enhancement of safety protocols, or in response to any legal or regulatory requirements.
- ii. Any amendments or modifications to the TPL Regulations will be communicated to the WCP in writing, and the WCP shall ensure compliance within a reasonable period specified by TPL.

**c. Consequences of Non-Compliance:**

- i. Non-compliance with any of the TPL Regulations by the WCP or any of his representatives will be deemed a breach of this Agreement.
- ii. In the event of any breach, TPL shall have the right to take appropriate remedial measures, which may include but are not limited to, the issuance of warnings, imposition of penalties, suspension of services, or termination of this Agreement.
- iii. TPL's right to enforce the TPL Regulations does not absolve the WCP of his legal responsibilities and obligations under this Agreement or under any applicable laws.

**d. Training and Support:**

- i. To ensure the WCP's understanding and compliance with the TPL Regulations, TPL may, from time to time, offer training sessions, workshops, or support materials. Participation in such sessions, when offered, will be mandatory for the WCP.
- ii. TPL is committed to ensuring that the WCP is well-informed and equipped to operate within the framework of the TPL Regulations, thus promoting mutual trust and the smooth operation of the services.
- iii. Both Parties recognize the importance of the WCP's compliance with TPL Regulations to maintain the integrity, safety, and reputation of the Waste Collection Services provided herein.

**12. Monthly Service Fees & Platform Fees:**

**a. Monthly Service Fees:**

- i. In consideration for the services rendered by the WCP under this Agreement, TPL agrees to pay the WCP a monthly service fee (hereinafter referred to as ‘**Monthly Service Fee**’) as per Schedule B recorded hereunder.
- ii. The Monthly Service Fee shall be determined based on the number of completed rides, the distance covered, and any other applicable metrics as may be defined and communicated by TPL to the WCP in writing.

- iii. The Monthly Service Fee shall be payable by TPL to the WCP on or before the 10th day of the succeeding month, for services rendered in the preceding month.
- b. Platform Fees:**
  - i. For the access and use of TPL's platform and related services, the WCP agrees to pay TPL a monthly platform fee (hereinafter referred to as '**Platform Fee**') as per Schedule B recorded hereunder.
  - ii. The Platform Fee shall be a fixed amount as mutually agreed upon by the Parties at the outset of this Agreement and shall be subject to review and revision on an annual basis.
  - iii. The Platform Fee shall be deductible from the Monthly Service Fee payable to the WCP. In case the Monthly Service Fee is less than the Platform Fee for any given month, the WCP shall pay the deficit amount to TPL within seven (7) days from the date of issuance of the monthly invoice.
- c. Invoicing & Payment:**
  - i. TPL shall issue a detailed invoice to the WCP on or before the 5th day of the succeeding month, outlining the Monthly Service Fee due, any deductions including the Platform Fee, and the net amount payable.
  - ii. Payments shall be made through electronic bank transfer to the bank account details provided by the WCP. It is the WCP's responsibility to ensure that TPL has up-to-date bank account details.
  - iii. Any disputes regarding the invoices should be raised by the WCP within three (3) days of the receipt of the concerned invoice. Failure to raise any disputes within this period shall be deemed as acceptance of the invoice amount.
- d. Late Payment & Penalties:**
  - i. If the WCP fails to pay any deficit amount arising from the Platform Fee, as mentioned in clause 12.b.iii., within the stipulated seven (7) day period, he shall be liable to pay interest on the overdue amount at a rate of two (2) % per month or the maximum rate permissible under applicable laws, whichever is lower.
  - ii. Both Parties acknowledge the importance of timely payments to ensure the smooth operation of services and uphold the spirit of this Agreement.

ALL 12.a.b.c.d fees and timeline will share on monthly basis to WCP by TPL On contact number given by WCP.

### **13. Charges for Personal Usage of Vehicle:**

#### **a. Personal Usage:**

- i. "Personal Usage" refers to the use of the said e-Rickshaws by the WCP for purposes other than providing Waste Collection Services to the customers through TPL's technology platform.
- ii. The WCP must notify TPL in advance, via TPL's designated platform or communication method, each time the e-Rickshaw is intended to be used for Personal Usage, indicating the expected duration and nature of such use.

#### **b. Charges for Personal Usage:**

- i. For any Personal Usage of the e-Rickshaws, the WCP agrees to pay TPL a usage fee ("**Personal Usage Fee**").
- ii. The Personal Usage Fee shall be calculated on a per kilometer basis or as a flat daily fee, whichever is greater, as mutually agreed upon by the Parties at the commencement of this Agreement. The rate and structure of the Personal Usage Fee shall be subject to review and revision upon mutual agreement between the Parties.
- iii. The Personal Usage Fee shall be invoiced separately by TPL and shall be payable by the WCP within seven (7) days from the date of issuance of the respective invoice.

#### **c. Metering & Reporting:**

- i. The WCP agrees to ensure that the metering system or any other tracking mechanism installed in the e-Rickshaws is always functional and active during any Personal Usage. This will help in accurately calculating the distance covered during such use.
  - ii. Any tampering or unauthorized interference with the metering or tracking system will be considered a breach of this Agreement, attracting penalties as may be specified elsewhere in this Agreement.
- d. Payment & Penalties:**
- i. Payments for Personal Usage Fees shall be made by the WCP through electronic bank transfer to the bank account details provided by TPL.
  - ii. In the event the WCP delays the payment of the Personal Usage Fee beyond the specified due date, he shall be liable to pay interest on the overdue amount at a rate of two (2) % per month or the maximum rate permissible under applicable laws, whichever is lower.
  - iii. The WCP acknowledges that the e-Rickshaws' primary purpose under this Agreement is to provide Waste Collection Services through TPL's technology platform. Personal Usage is permitted subject to the terms outlined above and ensuring that such usage does not in any way compromise the e-Rickshaws' availability or condition for its primary purpose.

13 point is applicable only when TPL provide vehicle to WCP

#### **14. Modifications and Rights of TPL:**

##### **a. Modifications to Terms:**

- i. TPL reserves the right to modify the terms of this Agreement, including but not limited to the fees, charges, and the structure thereof, with prior written notice to the WCP. Such modifications shall become effective thirty (30) days after the issuance of the notice unless otherwise specified.
- ii. Should the WCP disagree with the modifications, he may terminate the Agreement with TPL within the thirty (30)-day notice period, in accordance with the termination provisions set forth elsewhere in this Agreement. Continued use of TPL's technology platform and e-Rickshaws post this notice period signifies the WCP's acceptance of the modified terms.

##### **b. Rights Over Platform:**

- i. TPL retains all rights, title, and interest in and to TPL's technology platform, including any and all intellectual property rights therein. The WCP does not acquire any rights, express or implied, in TPL's technology platform other than those specified in this Agreement.
- ii. TPL reserves the right to temporarily suspend or permanently terminate the WCP's access to the platform for any breaches of this Agreement or for any other reasons deemed fit by TPL in its sole discretion, upon providing a written notice.

##### **c. Operational Rights:**

- i. TPL holds the right to recommend or require changes to the operational procedures concerning the Waste Collection Services provided by the WCP, with the aim of ensuring consistency, quality, and safety for all users of the TPL platform.
- ii. Such recommendations or requirements shall be communicated in writing, and the WCP agrees to implement them within a mutually agreed-upon timeframe. Failure to comply with these operational directives may lead to penalties or termination of this Agreement by TPL.

##### **d. Data & Analytics:**

- i. TPL retains the right to collect, analyze, and use data pertaining to the services provided by the WCP under this Agreement, for purposes including but not limited to performance assessment, route optimization, customer feedback, and marketing. TPL

shall ensure that any data used in this manner does not disclose the personal identity of the WCP or compromise his privacy rights.

- ii. The WCP acknowledges and agrees that TPL's rights, as described above, are integral to the functioning, growth, and improvement of the TPL platform and the services provided therein. He further acknowledges that any actions or decisions made by TPL under this clause will be aimed at ensuring the best possible experience for all stakeholders, including drivers like the WCP and the customers they serve.

## **15. Appointment of Sub-Contractors and Employees by the WCP**

### **a. Appointment and Authorization:**

- i. The WCP may, at his discretion, appoint an employee, sub-contractor, or agent to provide the Waste Collection Services described in this Agreement on his behalf.

### **b. Identification and Verification:**

- i. Before permitting any such employee, sub-contractor, or agent to utilize TPL's technology platform or the e-Rickshaws for the provision of the Waste Collection Services, the WCP shall provide TPL with all pertinent identification and related documents pertaining to such individuals or entities. The WCP shall ensure that all such documents are verified and approved by TPL.

### **c. Commitments and Sub-Contracts:**

- i. Prior to allowing these individuals or entities to provide the Waste Collection Services under this Agreement, the WCP shall enter into binding commitments or sub-contracts with them, ensuring that they adhere to all the obligations, representations, warranties, and conditions that the WCP is bound by under this Agreement.

### **d. Liability and Indemnification:**

- i. The WCP assumes full responsibility and liability for all activities, actions, or omissions of his appointed employees, sub-contractors, or agents performed under this Agreement. The WCP shall indemnify, defend, and hold TPL harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions of these individuals or entities.

### **e. Absolution of TPL:**

- i. The WCP explicitly absolves TPL from any civil or criminal liabilities arising from the acts or omissions of his employees, sub-contractors, or agents. TPL shall bear no responsibility or liability for any actions, misconduct, or negligence of the WCP's employees, sub-contractors, or agents.

## **16. Term of Agreement:**

### **a. Commencement Date:**

- i. This Agreement shall come into effect on the Date of Execution as specified above, and unless terminated earlier in accordance with the provisions of this Agreement, shall continue in full force for a fixed term of six (6) months (hereinafter referred to as the 'Term').

### **b. Extension of Term:**

- i. At the conclusion of the Term, this Agreement may be extended by mutual written consent of both Parties. Unless otherwise agreed upon, any such extension shall be for successive periods of six (6) months each (hereinafter referred to as the 'Extended Term').

### **c. Review and Renegotiation:**

- i. Either Party may, no later than two (2) months prior to the expiration of the Term or any Extended Term, request a review and renegotiation of the terms and conditions of this Agreement for any subsequent Extended Term. Such review and renegotiation must be concluded no later than one (1) month prior to the end of the then-current term.

- ii. If the Parties fail to agree upon the terms for the Extended Term, the Agreement shall expire at the end of the then-current term.
- d. Early Termination:**
  - i. Notwithstanding the above, this Agreement may be terminated earlier than the end of the Term or any Extended Term by either Party in accordance with the termination provisions set forth elsewhere in this Agreement.
- e. Notification of Intention:**
  - i. Should either Party wish not to renew this Agreement at the end of the Term or any Extended Term, they must provide written notice of such intention to the other Party no later than two (2) months prior to the expiration of the then-current term.
  - ii. Failure to provide such notice shall be deemed as an intention to renew the Agreement for an Extended Term, subject to mutual agreement on the terms.
- iii. The WCP acknowledges that the Term of this Agreement is fundamental to ensuring a consistent and quality service for the users of TPL's technology platform, and he undertakes to honor the commitments made herein for the entire duration of the Agreement, whether during the Term or any Extended Term.

## **17. Modifications to the Agreement:**

### **a. Modification Procedure:**

- i. Any modification, amendment, or alteration to the terms and conditions of this Agreement shall be effective only if made in writing and signed by duly authorized representatives of both Parties.

### **b. Initiation of Modification:**

- i. Either Party may propose a modification to this Agreement by delivering a written notice (hereinafter referred to as the '**Modification Notice**') to the other Party. The Modification Notice shall detail the proposed changes, the reasons for such changes, and the desired effective date of the proposed modifications.

### **c. Review and Negotiation:**

- i. Upon receipt of a Modification Notice, the receiving Party shall have a period of thirty (30) days to review and respond to the proposed modifications. If the receiving Party does not agree with the proposed modifications, the Parties shall enter into good-faith negotiations to reach a mutually agreeable solution. If the Parties are unable to agree upon the proposed modifications within sixty (60) days from the date of the original Modification Notice, the terms of the Agreement shall remain unchanged.

### **d. Implementation:**

- i. Once the Parties have mutually agreed upon the modifications, a written amendment to this Agreement shall be executed by both Parties, detailing the agreed changes. The amendment shall form an integral part of this Agreement and shall prevail over any conflicting provisions of the original Agreement.

### **e. No Oral Modifications:**

- i. No oral statement, representation, or agreement made by either Party or their representatives shall be considered a modification to this Agreement unless and until it is reduced to writing and executed by both Parties as described herein.

### **f. Consistency with TPL's Policies:**

- i. Any modification or amendment to this Agreement shall be consistent with the overall policies and regulations of TPL, and in no event shall any modification or amendment contravene or be inconsistent with the stated policies or objectives of TPL.
- ii. It is expressly understood by the WCP that TPL retains the right to modify its policies and regulations from time to time, and in such cases, this Agreement may need to be amended to remain consistent with the then-current policies of TPL. The WCP agrees to cooperate and negotiate in good faith toward achieving such consistency.

**18. Termination Criteria:****a. Termination by Mutual Agreement:**

- i. Both Parties may, by mutual written consent, terminate this Agreement at any time.

**b. Termination for Breach:**

- i. If either Party breaches any material provision of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice from the non-breaching Party detailing the nature of the breach, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party.

**c. Termination by TPL for Policy Non-Compliance:**

- i. TPL reserves the right to terminate this Agreement with immediate effect upon written notice to the WCP, if the WCP fails to comply with any of TPL's policies or regulations, as stated above, or in any other provision of this Agreement.

**d. Termination due to Force Majeure:**

- i. If the fulfillment of any term or provision of this Agreement is delayed or prevented by a force majeure event (including but not limited to acts of God, pandemics, lockdowns, riots, terrorist attacks, natural disasters, wars, governmental actions, or any other events beyond the reasonable control of the affected Party) for a continuous period of more than sixty (60) days, either Party may terminate this Agreement by giving a written notice to the other Party.

**e. Termination for Insolvency:**

- i. If either Party becomes insolvent, files for bankruptcy, or has bankruptcy proceedings initiated against it, the other Party may terminate this Agreement with immediate effect upon written notice.

**f. Consequences of Termination:**

- i. Upon termination of this Agreement for any reason - All rights and obligations of both Parties, except those intended by their nature to survive termination, shall immediately cease; the WCP shall immediately cease the use of any and all TPL assets, intellectual property, and proprietary information and shall return all such assets and information to TPL within seven (7) days of termination; the WCP shall settle any outstanding payments owed to TPL within fourteen (14) days of termination; TPL shall settle any outstanding payments owed to the WCP within fourteen (14) days of termination.

**g. Survival:**

- i. The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including but not limited to indemnification, confidentiality, and dispute resolution clauses, shall remain in effect after termination or expiration of this Agreement.

**h. No Waiver of Rights:**

- i. The termination of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination.

**19. Governing Law & Jurisdiction:****a. Governing Law:**

- i. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maharashtra, India.

**b. Jurisdiction:**

- i. Both Parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts located within Pune, Maharashtra, India, in connection with any matter arising out of this Agreement or the transactions contemplated under it. Both Parties further agree that any disputes or claims related to this Agreement shall be brought solely in the aforementioned courts.

**c. Waiver of Objection:**

- i. Both Parties waive any objection to the laying of the venue of any legal action, suit, or proceeding arising out of or relating to this Agreement, in the courts of Pune, Maharashtra, India, and any claim that any such action, suit, or proceeding has been brought in an inconvenient forum.

**d. Service of Process:**

- i. The WCP hereby consents to the service of process in any action related to this Agreement by the mailing of copies thereof by registered or certified mail, postage prepaid, to his last known address. Such service shall have the same effect as if personally served upon him within the State of Maharashtra.

**e. Binding Nature:**

- i. The provisions of this Clause shall be binding upon the Parties, their successors, and permitted assigns.

**20. Dispute Resolution Mechanism:**

**a. Mutual Negotiation:**

- i. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof (hereinafter referred to as the ‘**Dispute**’), the Parties shall first seek to resolve the Dispute by mutual negotiation and consultation within thirty (30) days from the date of notification by either Party to the other of the existence of such Dispute.

**b. Mediation:**

- i. If the Dispute cannot be settled through mutual negotiation within the said thirty (30) days, the Parties agree to participate in good faith in a mediation process under the auspices of a reputable mediation institution or an independent mediator agreed upon by the Parties. The mediation shall be held in Pune, Maharashtra, India, and shall be conducted in English. The costs of the mediator and venue shall be borne equally by the Parties.

**c. Arbitration:**

- i. Should the mediation not resolve the Dispute within sixty (60) days from the initiation of the mediation, or should either Party opt out of or fail to participate in mediation, then the Dispute shall be submitted to final and binding arbitration in accordance with the rules of the Arbitration and Conciliation Act, 1996, as amended or any statute that replaces or succeeds the said Act. The place of arbitration shall be Pune, Maharashtra, India. The language of the arbitration shall be English. The arbitral tribunal shall consist of one arbitrator, who has been mutually nominated by both Parties.

**d. Binding Nature:**

- i. The arbitration award shall be final, conclusive, and binding upon the Parties, their successors, and assigns. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**e. Costs of Arbitration:**

- i. Unless otherwise determined by the arbitral tribunal, each Party shall bear its own costs and expenses of the arbitration proceedings, and the fees and expenses of the arbitral tribunal shall be borne equally by the Parties.

**f. Continuation of Obligations:**

- i. Notwithstanding the existence or any provision of applicable law to the contrary, the Parties hereby agree that the existence of any Dispute shall not excuse the Parties from performing their respective obligations under this Agreement.

**21. Confidentiality:**

**a. Definition of Confidential Information:**

- i. For the purposes of this Agreement, ‘**Confidential Information**’ refers to any data, information, material, or particulars that are not publicly known and that are disclosed by one Party (the ‘**Disclosing Party**’) to the other Party (the ‘**Receiving Party**’) in connection with the performance of this Agreement. This includes but is not limited to, business plans, strategies, methodologies, financial information, customer details, proprietary technology, and any other sensitive information.

**b. Obligations of Receiving Party:**

The Receiving Party shall:

- i. Treat and maintain all Confidential Information received from the Disclosing Party with the same degree of care as the Receiving Party uses for its own confidential information, and in no event with less than a reasonable degree of care.
- ii. Use the Confidential Information only for the purposes of fulfilling its obligations or exercising its rights under this Agreement.
- iii. Not disclose, reproduce, distribute, or transmit in any form or by any means the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- iv. Ensure that its employees, agents, and representatives who have access to the Confidential Information are made aware of its confidential nature and are bound by confidentiality obligations similar to those set forth in this clause.

**c. Exceptions:**

The obligations of the Receiving Party as set forth in this clause shall not apply to any information which:

- i. Was already known to the Receiving Party prior to the disclosure by the Disclosing Party;
- ii. Is or becomes publicly known, through no wrongful act of the Receiving Party;
- iii. Is independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party;
- iv. Is required to be disclosed by law, court order, or governmental authority, provided that the Receiving Party notifies the Disclosing Party of such requirement promptly and cooperates with the Disclosing Party's efforts to contest or limit the scope of such required disclosure.

**d. Return or Destruction:**

- i. Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information in its possession or control, and certify in writing to the Disclosing Party that it has done so.

**e. Survival:**

- i. The obligations set forth in this clause shall survive the termination or expiration of this Agreement for a period of five (5) years from the date of such termination or expiration.

**f. Remedies:**

- i. The Parties acknowledge and agree that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized disclosure or use.

**22. Assignment and Transfer:**

**a. No Unilateral Assignment:**

- i. Neither Party may assign, transfer, subcontract, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement



or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

**b. Binding Effect on Successors:**

- i. Subject to the restrictions on assignment and transfer contained herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**c. Invalid Transfer:**

- i. Any attempt to assign, transfer, subcontract, or delegate in violation of this clause will be null and void.

**d. TPL's Right to Transfer:**

- i. Notwithstanding the above, TPL reserves the right to assign or transfer its rights and obligations under this Agreement to any affiliate or to any entity that acquires all or substantially all of its business or assets related to this Agreement, provided that TPL provides the WCP with written notice of such assignment or transfer.

**e. Protection Against Third Parties:**

- i. The WCP acknowledges and agrees that any assignment or transfer in violation of this clause may result in third parties who are not privy to this Agreement gaining rights or benefits under this Agreement. The WCP agrees to indemnify TPL against all claims, costs, and liabilities arising out of any assignment or transfer made in violation of this clause.

**23. Force Majeure:**

**a. Definition:**

- i. For the purposes of this Agreement, 'Force Majeure' shall mean an event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement. Such events or circumstances may include but are not limited to, acts of God, wars, riots, civil unrest, government actions, strikes, labor disputes, fires, floods, earthquakes, explosions, pandemics, and any other events or circumstances beyond the reasonable control of the Parties which renders the performance of the Agreement impossible, illegal, or impracticable.

**b. No Breach of Agreement:**

- i. Neither Party shall be considered in breach of this Agreement to the extent that the performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure that arises after the signing of this Agreement.

**c. Notification:**

- i. The Party affected by the Force Majeure event shall notify the other Party of the occurrence of such event as soon as reasonably practical and shall provide details of the anticipated extent and duration of its inability to perform its obligations.

**d. Mitigation:**

- i. The Party affected by the Force Majeure event shall take all reasonable steps to mitigate the impact of the Force Majeure event on its performance of the Agreement and to carry out its obligations by any means possible.

**e. Duration of Relief:**

- i. If a Party is unable to fulfill its obligations due to a Force Majeure event for a period exceeding sixty (60) consecutive days, the other Party may choose to terminate this Agreement upon giving a written notice to the affected Party.

**f. Exclusion:**

- i. It is expressly agreed that any financial inability or failure to make a payment by either Party shall not be considered a Force Majeure event.

**g. Return of Advance Payments:**

- i. In the event that this Agreement is terminated due to a Force Majeure event, any advance payment made by TPL for services that have not been rendered by the WCP shall be promptly returned to TPL.

## **24. Waiver & Severability:**

### **a. Waiver:**

- i. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy. A waiver by any Party of any breach or default by the other Party under this Agreement will not be considered as a waiver of any subsequent breach or default and will not nullify the effectiveness of such right, power, or remedy.

### **b. Severability:**

- i. If any provision or part of a provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement. The legality, validity, or enforceability of the remainder of the provisions of this Agreement shall remain in full force and effect. Where possible, the Parties shall negotiate in good faith to agree on a substitute provision that, to the greatest extent legally permissible, achieves the intended commercial result of the original provision.

## **25. Notices:**

### **a. Form of Notice:**

- i. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a reputable courier service with tracking capability, by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail with a confirmation of receipt.

### **b. Address for Notices:**

Unless otherwise specified in this Agreement:

#### **For TPL:**

M/s. Todobiz Private Limited,  
S. No. 23/1, 24, Wisdom Park,  
Bld. C, Flat No. 1102, Pune 411018  
Pune Pune Mh 411018 In  
Attention - Director  
Email: [ADMIN@JUNKKY.IN](mailto:ADMIN@JUNKKY.IN)

#### **For the WCP:**

Vendor application android mobile user

### **c. Change of Address:**

- i. Either Party may change its address for notice purposes by giving the other Party written notice of the new address in the manner set forth above.

## Schedule A - Commercial Terms Segment

### 1. Monthly Service Fees:

- a. Base Service Fee:** As per Company policy update service fee will be payable by TPL to the WCP for waste collection services using the said e-Rickshaws.
- b. Performance Bonus:** An additional monthly bonus of as per “TPL” if certain performance metrics, as detailed in the Agreement (Tracking and Recording of Services), are met consistently throughout the month. Performance bonus will updated and notified to the WCP.
- c. Payment Date:** All payments, including the base service fee and any performance bonuses, shall be made by TPL to the WCP.

### 2. Platform Fees:

- a. Payment Due Date for Platform Fees:** All platform fees are due to TPL from the WCP within a 3-day timeframe from the date of invoice.
- b. Modification Rights:** TPL reserves the authority to modify the pricing for items procured.  
**AS per company policy modification in platform fees and performance , basic fees will be notify to WCP**
- c. Suspension or Restriction Rights:** TPL possesses the unilateral right to cancel, suspend, or restrict the WCP's access to the platform whenever deemed necessary.

### 3. Charges for Personal Usage of Vehicle:

- a. Rate:** The WCP agrees to pay TPL Rs. 10/- (Rupees Ten) for every kilometer driven for personal use.
- b. Billing Cycle:** The personal usage charges will be calculated at the end of every month, based on the tracking system installed in the e-rickshaw.
- c. Payment Mode:** Personal usage charges will be automatically deducted from the monthly service fee payable to the WCP.

## Schedule C - Eligibility Criteria

In order to ensure that the Waste Collection Services provided through the e-Rickshaws meet the necessary standards of safety, legality, and professionalism, the following eligibility criteria must be satisfied by the WCP, herein referred to as the ‘Waste Collection Service Partner’:

- 1. Contractual Competence:** The Waste Collection Service Partner must be competent to contract within the meaning of the Indian Contract Act, 1872.
- 2. Banking Compliance:** The Waste Collection Service Partner must have a bank account compliant with the 'Reserve Bank of India KYC' norms.
- 3. Criminal History:** The Waste Collection Service Partner must not have been convicted of any offense for the preceding 10 years.
- 4. Reputation and Character:** The Waste Collection Service Partner must be of good repute and character. He must not have been convicted of an offense involving moral turpitude. No warrant, summons, FIR, or any other judicial or administrative order must have been initiated against or issued in the Waste Collection Service Partner’s name by any court of law, governmental authority, or law enforcement agency. Additionally, no

proceedings should be pending against the Waste Collection Service Provider regarding:

- a. Driving under the influence of drugs or alcohol.
- b. Any cognizable offence under the Code of Criminal Procedure, 1973, including but not limited to fraud, sexual offences, use of a motor vehicle to commit a cognizable offence, property damage, theft, acts of violence, or acts of terror.
5. **Identity and License Verification:** The Waste Collection Service Partner must possess the necessary identity proof/badge and commercial driving license as mandated under the Motor Vehicles Act, 1988 and the rules framed thereunder. In case the Waste Collection Service Partner employs additional drivers for the services, he must ensure and provide the necessary identity proofs/badges and commercial driving licenses for those drivers, as required under the Motor Vehicles Act, 1988, and its subsidiary rules.
6. **Vehicle Documentation:** The Waste Collection Service Partner must have the registration certificate, fitness certificate, pollution control certificate, contract carriage permit, and mandatory insurance policy for the e-rickshaw intended to be used for waste collection services.