

HCL IT CITY LUCKNOW PRIVATE LIMITED

IT/ITES Special Economic Zone,
Village Kanjehara & Mastemau,
Chack Gajaria Farms, Sultanpur Road, Lucknow, U.P. 226 002

Registered Office: 806, Siddharth, 96, Nehru Place,
New Delhi – 110019
Tel. 011-26444812 / 26282779
CIN: U74140DL2014PTC264397

Date: 21/06/2022

To,
The Member Secretary
Uttar Pradesh Pollution Control Board,
Building No. TC-12 V, Vibhuti Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh- 226010

Subject: Submission of Form-3 for IT Project “HCL Technology Hub” at Chak Gajaria Farms, Sultanpur Road, Lucknow as per rules 4(5), 5(5), 8(6), 9(4), 10(8), 11(9), 13 (1) (xi), 13(2)(v), 13(3)(vii) and 13(4)(v) of E-Waste (Management) Rules, 2016 for the financial year 2021-2022.

Respected Sir,

This is with reference to the above-mentioned subject; we would like to inform you that, IT Project “HCL Technology Hub” at Chak Gajaria Farms, Sultanpur Road, Lucknow of M/s HCL IT City Lucknow Pvt Ltd. is an occupier of E-Waste.

We are hereby submitting Form-3 (form for filing annual returns by the occupier or operator of a facility) as per rules 4(5), 5(5), 8(6), 9(4), 10(8), 11(9), 13 (1) (xi), 13(2)(v), 13(3)(vii) and 13(4)(v) of Hazardous and other Wastes (Management, and Transboundary Movement) Rules, 2016 for the financial year April 2021 – March 2022.

Thanking you,

Sincerely Yours,

For M/s HCL IT City Lucknow Pvt. Ltd.



(Authorized Signatory)

Enclosure: Form-III

FORM-3

[See rules 4(5), 5(5), 8(6), 9(4), 10(8), 11(9), 13 (1) (xi), 13(2)(v), 13(3)(vii) and 13(4)(v) under E-Waste
(Management) Rules, 2016 & Amendment Rules, 2018]

FORM FOR FILING ANNUAL RETURNS

[To be submitted by producer or manufacturer or refurbisher or dismantler or recycler by 30th day of June following the financial year to which that return relates].

Quantity in Metric Tonnes (MT)

1.	Name and address of the producer or manufacturer or refurbisher or dismantler or recycler	IT Project "HCL Technology Hub" at Chack Gajaria Fa Sultanpur Road, Lucknow		
2.	Name of the authorized person and complete address with telephone and fax numbers and e-mail address	Mr. Chandrachood Mishra Email: chandrachood.m@hcl.com , Contact No. 8527547047		
3.	Total quantity of e-waste collected or channelized to recyclers or dismantlers for processing during the year for each category of electrical and electronic equipment listed in the Schedule I (Attach list) by PRODUCERS	NIL		
	DETAILS OF THE ABOVE	TYPE	QUANTITY (kg/tons)	No.
3(A)*	BULK CONSUMERS: Quantity of e-waste	N.A	N.A	N.A
3(B)*	REFURBISHERS: Quantity of e-waste:	N.A	N.A	N.A
3(C)*	DISMANTLERS: i. Quantity of e-waste processed (Code wise); ii. Details of materials or components recovered and sold; iii. Quantity of e-waste sent to recycler; iv. Residual quantity of e-waste sent to Treatment, Storage and Disposal Facility.	N.A	N.A	N.A
3(D)*	RECYCLERS: i. Quantity of e-waste processed (Codewise); ii. Details of materials recovered and sold in the market; iii. Details of residue sent to Treatment, Storage and Disposal Facility.	N.A	N.A	N.A
4	Name and full address of the destination with respect to 3(A)-3(D) above	NIL		
5	Type and quantity of materials segregated or recovered from e-waste of different codes as applicable to 3(A)-3(D)	Type N.A	Quantity of waste N.A	

✓ Enclose the list of recyclers to whom e-waste have been sent for recycling.

Place: Lucknow

Date: 28-06-2022

Signature of the authorized Person

Note: -

(1) * Strike off whichever is not applicable.

(2) Provide any other information as stipulated in the conditions to the authoriser.

(3) In case filing on behalf of multiple regional offices, Bulk Consumers and Producers need to add extrarows to 1 & 3(A) with respect to each office



UTTAR PRADESH POLLUTION CONTROL BOARD

TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Ref. No : 7714/UPPCB/Lucknow(UPPCBRO)/HWM/LUCKNOW/2019 Dated: 17/06/2019

To,

M/s HCL IT CITY LUCKNOW PVT LTD

Chack Gajaria Farms, Sultanpur Road, Lucknow ,LUCKNOW,226002

Tehsil :Lucknow

District :LUCKNOW

Sub :- Authorisation issued under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016

1. Number of authorization and date of issue 7714 and 17/06/2019 .
2. Reference of application (No. and date) 4803869 and 02/04/2019 .
3. Mr VENUGOPAL RAJESH of M/s HCL IT CITY LUCKNOW PVT LTD is hereby granted an authorization based on the enclosed signed inspection report for generation, collection, utilization, storage and disposal or any other use of hazardous or other wastes or both on the premises situated at Chack Gajaria Farms, Sultanpur Road, Lucknow .

Details of Authorisation

S No.	Category of Hazardous Waste as per the Schedules I,II and III of these rules	Authorised mode of disposal or recycling or utilization or co-processing, etc.	Quantity(ton/annum)
1	Sch-1, Cat.-5.1 (Used or spent oil)	TSDF	02 KL/annum

1. The authorization shall be valid for a period of 30/06/2024 from the date of issue of this letter .
2. The authorization is subject to the following general and specific conditions (please specify any conditions that need to be imposed over and above general conditions, if any) .

A General Conditions of Authorization -

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under .
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Board .
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorization .
4. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorisation .
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time .
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and penalty .
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility .

8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation .
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained .
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation .
11. The importer or exporter shall bear the cost of Import or export and mitigation of damages if any
12. An application for the renewal of an authorisation shall be made as laid down under these Rules .
13. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Changes or Central Pollution Control Board from time to time .
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year .

B Specific Conditions of Authorization

1. The authorization shall be valid for a period of Five Years from the date of issue, if not suspended or cancelled earlier.
2. The wastes must be safely collected in leak proof containers and shall be duly marked in a manner suitable for handling, storage and transport and the packaging shall be easily visible and be able to withstand physical conditions and climatic factors. All hazardous waste containers / bags shall be provided with a general label. The storage area should be at an isolated spot in the premises and must be fenced, covered and duly marked.
3. The authorized person/agency shall ensure that no adverse impact on the air, soil and water including groundwater takes place due to activities for which authorization has been requested. Comprehensive safety measures must be followed in handling of wastes and the staff must be properly trained.
4. It is brought to your notice that as per the order dated 14-11-2003 passed by the Hon'ble Supreme Court in W.P. (c) No. 657 of 1995, no industry covered under Hazardous and other Wastes (Management and Tran boundary Movement) Rules, 2016 shall be allowed to operate without valid authorization. It is also provided in the same orders that industries which are not complying with the conditions of authorization shall not be allowed to operate. Hence in case you fail to apply for authorization, before its expiry or fail to comply with conditions of the earlier authorization issued to you, closure order shall be issued against your industry without any further notice.
5. The applicant must file returns on prescribed Form- 4 along with a compliance report of this letter and should also maintain records on Form 3 and present it to Board's inspecting officials.
6. In case of occurrence of an accident, complete details on form must be sent to U.P. Pollution Control Board at the earliest along with details of mitigative and remedial measures taken.
7. The authorized person/agency shall not receive, collect, or store any hazardous waste from any unauthorized occupier or generator of hazardous wastes. In case any hazardous wastes is sold to any other reprocessing unit it must be ensured that such unit is fully complying with environmental

requirements and has a valid authorization of the Board.

8. In no case any hazardous wastes shall be disposed off on land, in any drain or stream. All spillages of hazardous chemicals, used containers, of hazardous chemicals such as flammable corrosive, explosive and toxic nature must be safely collected and stored. Non-compatible wastes must be suitably and safely handled.

9. It is within the powers and functions of the U.P. Pollution Control Board to modify / revoke the terms and conditions of the authorization/Registration issued under the Rule – 7 of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

10. You are directed to display on-line data/display board outside the main factory gate with regard to quantity and nature of hazardous chemicals being handled in the plant, including waste water and air emission and solid hazardous waste generated within the factory premises. Necessary compliance should be sent within 15 days of receipt of this letter.

11. It is the mandatory duty of the authorized person/agency to comply with the guidelines for transportation of hazardous waste in accordance with rule 18 of Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.

12. It should be ensured that hazardous wastes shall be properly collected and packed in HDPE bags and then temporarily stored in a lined RCC tank/pit with suitable shed.

13. An ETP sludge test report of a laboratory approved under E.P. Act shall be submitted along with compliance of this letter of this office.

14. Used oil shall be sold only to recyclers registered with U.P. Pollution Control Board. The record shall be maintained.

15. The occupier, transporter and operator of a facility shall be liable for damages caused to the environment resulting due to improper handling and disposal of hazardous waste listed in schedule 1,2, and 3 and shall be liable to pay a fine as levied by the State Pollution Control Board under the rules.

16. Details of raw material (which is Hazardous waste) and product along with quantity shall be sent within a month.

17. You shall become the member of any common TSDF for S.L.F. which has been authorized by UPPCB and send the stored hazardous wastes for final disposal to the TSDF and report back to U.P.P.C.B. with the required manifesto (document of proof) within one/three month of this letter.

18. The unit shall ensure that H.W. is regularly sent to Authorized common TSDF and shall not store for more than 90 days in accordance with under rule 8 of HOWM Rules, 2016.

19. Emission from the Common/Captive incinerator stack shall meet the prescribed standards under Environmental Protection Act. 1986.

20. Copies of Hazardous Waste Manifest in Form-10 shall be sent regularly to UPPCB for each category of waste sent to TSDF/Incinerator.

21. This authorization/Registration is valid till the industry is having valid consent as per the provisions of Air(Prevention and Control of Pollution) Act 1981 and Water (Prevention and Control of Pollution) Act, 1974.

22. Industry shall comply the provisions of EP Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended and E-waste (Management and Handling) Rules, 2016.

23. The authorized actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issued by the State Pollution Control Board along with the authorization.

(Authorized Signatory)

UTTAR PRADESH POLLUTION CONTROL BOARD

Copy to: To the Regional Officer, U.P.Pollution Control Board, Lucknow. for information and necessary action .

CEO/EE, I/C Circle_____

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as the “Agreement”) is entered on this the **15th day of November, 2021** and effective from **25th day of November, 2021** to **24th day of November, 2022** (“Effective Date”) between:

HCL Technologies Limited, a company incorporated in India under provisions of the Companies Act, 1956 and having its registered office at 806-808, Siddharth, 96 Nehru Place, New Delhi – 110 019 (hereinafter referred to as “**HCL/Company**” which expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns) of the One Part.

AND

Bharat Oil Company (India) Registered (BOC) a partnership concern registered under the Partnership Act with its registered office at 169 Kailash Hills, New Delhi 110065, duly registered with Central Pollution Control Board, having its CHWTSDF at E-18, Site IV, Sahibabad Industrial Area, Ghaziabad, (UP), duly authorized by the UPPCB, under the Environment Protection Act 1986 (for short the ‘Act’) and the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and / or the E-Waste (Management) Rules 2016 (for short ‘The Rules’) as amended from time to time, represented by its Director/Partner, as the case may be (hereinafter called as “**SECOND PART** “ which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns of the **SECOND PART**

WHEREAS:

- (a) HCL is engaged in the business of Information Technology through its various offices situated in India & abroad.
- (b) The Service Provider is engaged in the business of providing services to collect, Transport, Treat, Store and Dispose Hazardous waste (Lube oil) to its various clients. The Service Provider is authorized and listed in UPSPCB authorized vendor lists for the hazardous waste (Lube Oil) disposal with any combined law defining in intrastate.
- (c) The Service Provider has represented to HCL that the Service Provider has the requisite skills, experience for providing services as contemplated herein and that it is engaged in providing same and/or similar services to a large number of other reputed establishments and shall provide the services contemplated herein in an ethical and bona fide manner. The Service Provider shall collect the waste from the HCL’s premises within 7 days from the date of receipt of information from HCL. Safety of community during transportation is prime and thus safety information will have to be provided by HCL in Form 8, Waste transportation Manifest (Form 10) and TREM Card (Form 9) for every WASTE as per Hazardous Waste (Management and Handling) Rules, 1989 as amended in 2016.
- (d) HCL, relying on the Service Provider’s representations, has agreed to avail the services of the Service Provider and the Service Provider has agreed to provide services for premises (Facility/Site) as identified in Annexure -1 below, upon the terms and conditions contained hereinafter on a non-exclusive basis.

NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES HEREBY AGREE AS FOLLOWS: -

1. SCOPE OF SERVICE

HCL hereby appoints the Service Provider on a non-exclusive basis and the Service Provider hereby agrees to provide scrap removal services including but not limiting to Treatment/Recycling/disposal of

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hazardous waste for HCL, more fully described in **Annexure-1** hereto (hereinafter referred to as “Services”).

2. Term:

This Agreement shall commence from **25th day of November, 2021** (the “Effective Date”) and remain in force until **24th day of November, 2022**, unless terminated earlier as agreed herein. Parties shall mutually agree to renew this Agreement for further terms in writing.

3. Obligations of the Service Provider:

- a. The Service Provider hereby covenants to perform the Services with the highest degree of commitment and to the total satisfaction of HCL.
- b. It is Service Provider’s duty and responsibility to bring to notice of HCL immediately at the time of inspection, if any of scraps contains or may contain any hazardous waste or materials to ensure safe Treatment/ Recycling /disposal of the same; failing which Service Provider shall be held liable for all consequences arising out of the handling of such wastes.
- c. The Service Provider agrees and undertakes to abide by the procedure and processes as may be prescribed by HCL, from time to time, in relation to the Services or any part thereof and shall ensure that its employees also comply with such procedure/processes.
- d. The Service Provider undertakes and confirms that it/its personnel shall comply with applicable statutes and laws including but not limited to applicable health safety and environmental laws and shall comply with all clauses in this Agreement;
- e. Service Provider shall effect and maintain at its own cost, all applicable insurances as required by law and to cover Service Provider’s responsibilities and liabilities under this Agreement. Nothing contained herein shall serve in any way to limit or waive Service Provider’s responsibilities or liabilities under this Agreement;
- f. Service Provider represents and warrants that it has the right to enter into this Agreement and perform the Services and the Services will be performed in a professional manner in accordance with the highest standards in the industry. Service Provider shall at all times perform the obligations and activities under this Agreement through lawful and proper methods, in full compliance with the laws and regulations of all of the jurisdiction(s) in which and with respect to which the Services as well as all other obligations and activities are performed.
- g. Service Provider confirms that it has all the permissions, licenses and authorizations to perform Services under this Agreement.
- h. Service Provider acknowledges that all of the information disclosed to it in connection with this Agreement and/or the Services and other information generated by it in connection with its performance of the Services is considered confidential information of HCL and Service Provider shall maintain confidentiality of such information at all times.
- i. The Service Provider undertakes and confirms that it/its personnel shall adhere to the following;

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- i. Service Provider's personnel shall not be under the influence of alcohol while on duty;
- ii. Service Provider's personnel shall not be found sleeping during duty hours;
- iii. Service Provider's personnel shall not be found indulging in fraudulent act/theft;
- iv. Service Provider and/or their personnel shall not divulge any company information to unauthorized person;
- v. Service Provider shall comply with applicable statutes;
- vi. Service Provider shall comply with all clauses to this Agreement;
- vii. Service Provider shall ensure timely & at-least minimum payment & statutory benefits to its personnel in accordance with applicable statutes;
- viii. Service Provider's personnel shall be properly dressed in uniforms (provided by the Service Provider)
- ix. Service Provider's personnel shall always carry with them proper identity cards issued by the Service Provider.
- x. Service Provider's personnel shall adhere to proper work discipline, in conformity with the office decorum and etiquette, as may be laid down by HCL from time to time.
- xi. Service Provider represents and warrants that it shall deploy only such of its employees to provide Services hereunder who have gone through and successfully cleared sufficient criminal background check / police verification and shall be fully responsible for any loss/damage caused to HCL due to breach hereof.
- xii. HCL reserves the unqualified right to direct the Service Provider to remove/ replace any personnel of the Service Provider who in the opinion of the HCL does not meet any of the standards set out in this Agreement.

4. CHARGES & PAYMENT TERMS

The Parties agree that the charges and payment terms shall be as per Annexure-1 herein below. Service Provider agrees to provide 100% advance payment either through DD/RTGS to HCL before starting the Services and / or within 2 days of receipt of invoice from HCL or mail.

5. TERMINATION

This Agreement can be terminated earlier by the Parties as provided herein.

- a. **Breach.** - HCL has the right to terminate the Agreement immediately in the following cases below:
 - (i) If Service Providers materially breaches any term of this Agreement and does not cure the breach within five (5) days after receipt of notice specifying the breach.
 - (ii) Service Provider fails to commence the work, or has without any lawful excuse suspended the progress of the work for ten days after receiving written notice to proceed from HCL, or
 - (iii) Service Provider fails to proceed with the work with such diligence and fails to make such due progress as would enable the works to be completed within the time agreed upon, or
 - (iv) Service Provider fails to remove materials from the Site or to pull down and replace the work for five days after receiving written notice that the said materials or work were condemned/ rejected by HCL, or
 - (v) Service Provider neglects or fails to observe and perform all or any of the acts, matters or things by this Agreement to be observed and performed by the Service Provider for 5 (five) days after written notice from HCL requiring the Service Provider to observe or perform the same
- b. **Involuntary Termination.** If either Party is unable to pay its debts generally as they come due, or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or

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for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other Party may, by giving prior written notice thereof to such Party, terminate this Agreement as of a date specified in such notice of termination.

- c. **Convenience:** HCL may terminate this Agreement either whole or in part for convenience, without incurring any additional costs or liability, upon HCL providing Service Providers not less than fifteen (15) days written notice.

Upon expiry of Agreement, when the work is completed or the Agreement is terminated, Service Provider shall provide clean Site to HCL after removing his surplus materials and equipment etc at its own cost from the Site immediately, and should the Service Provider fail to do so, then Service Provider, without demur, authorizes HCL to sell the same by public auction and Service Provider waives off any claim on amount realized from the sale.

6. Insurance:

- a) The Service Provider must ensure that the policy amounts cover the contract value and adequately cover the maximum possible liability that may arise on the occurrence of the risks covered. The Service Provider must also ensure that all the insurance policies should be valid till the date of completion of the Agreement. The Service Provider shall furnish along with the tender all the details of the insurance policies taken in accordance with the requirements of this Agreement i.e., name of the insurance company, the risks covered, amount of coverage, premium for the policies, discounts being received, net cost to the Service Provider etc.

7. COMPLIANCE WITH LAWS

- a. The Service Provider hereby covenants that the employees involved in rendering Services hereunder are its bonafide employees and that they shall always be under the Service Provider's direct control and supervision while rendering the Services hereunder and shall in no event be deemed to be employees of HCL or have any right/claim against HCL.
- b. Service Provider shall at all times perform the obligations and activities under this Agreement through lawful and proper methods, in full compliance with laws and regulations of all of the jurisdiction(s) in which and with respect to which the Services as well as all other obligations and activities are performed.

8. LIABILITIES AND INDEMNITIES:

- a. Limitation of Liability. In no event shall either Party be liable with respect to its obligations under or arising out of this Agreement for indirect or consequential damages.
- b. In no event shall HCL be liable under this Agreement. It is agreed between the Parties that HCL has no liability under this Agreement. Service Provider waives all the claims against HCL under this Agreement.
- c. **Indemnity:**

The Service Provider hereby undertakes and agrees to indemnify and keep and hold HCL, its affiliates, and their respective officers, directors, employees, consultants and agents ("Indemnified Persons")

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harmless from and against any and all losses, expenses, claims, demands, actions and/or causes of action (regardless of when accrued or asserted), damages, penalties, fines, assessment and the like caused by, arising out of, resulting from, or as a consequence of:

- (a) Failure of Service Provider or its employees to comply with the provisions of the applicable laws or this Agreement; or
- (b) breach of any provision of this Agreement by the Service Provider; or
- (c) Anything done or omitted to be done through the negligence, default or misconduct of the Service Provider or of its officers, directors, employees or agents; or
- (d) death, injury or third party property damage to the extent caused by the wrongful or negligent acts or omissions of the Service Provider or its employees; or
- (e) In addition to the above, the Service Provider shall defend, indemnify and hold harmless the Indemnified Persons from and against any and all liabilities, claims, demands, damages, or costs, including, without limitation, settlement sums, attorneys' fees, consultant fees and experts' fees and costs incurred in connection with any cleanup, remedial, removal, or restoration work, alleged or incurred in connection with any and all claims or proceedings (whether brought by private or governmental parties), including workers' compensation claims, arising out of, or alleged to arise out of, any and all toxic or hazardous substances, materials or wastes) brought onto the Site during performance of the Services, causing, or alleged to cause, bodily injury (or fear thereof), death, property damage, environmental damage or impairment, or loss of natural resources, or involving any violation or alleged violations of, or any liability under any local environmental law, whether codified or common law.
- (f) The Service Provider indemnifies HCL from all the liabilities associated with Transport, Treatment, Storage and Disposal of Wastes outside the HCL's premises, subject to compliance with all the conditions of the agreement and subject to the Laws of the Land.

9. GENERAL

- a. The parties hereto acknowledge, agree and declare that the Service Provider and HCL are independent contracting entities which have entered into a confidential contractual relationship through this Agreement. The Parties acknowledge that this Agreement does not constitute either a partnership or a joint venture or a master and servant relationship or a principal and agent relationship between the parties hereto. Under no circumstances shall any employee of the Service Provider be deemed to be an employee of HCL for any purpose whatsoever, nor shall they have any right/claim against HCL.
- b. If by some reason of acts of God, winds, fires, epidemics, landslides, floods, droughts, famines, acts of public enemies, actor or orders or any kind of any governmental authority, insurrection, military actions, war (whether or not declared), sabotage, riots, civil disturbances, terrorist acts, or explosions, or any other event beyond the reasonable control of either Party (a "Force Majeure Event"), Service Provider is unable in whole or in part to carry out his/her duties and obligations on its part herein contained, Service Provider shall promptly notify HCL of such event. Either party shall not be liable for any delay in or failure to perform any of their respective obligations

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except payment obligations under or arising out of this Agreement if the delay or failure results from any of Force Majeure Events. Service Provider shall, however, promptly use its best efforts to remedy the cause or causes preventing Service Provider from carrying out his/her duties and obligations hereunder. In the event that a Force Majeure Event remains un-remedied, or if Service Provider is unable to recommence performance of the Services within fifteen (15) days of any Force Majeure Event, HCL may terminate this Agreement.

- c. The Service Provider may not use any of HCL's names, marks or logos without express advance written permission from HCL. By way of non-limiting example, the Service Provider will not directly or indirectly identify HCL in press releases, customer lists or promotional materials of the Service Provider without prior express written consent of HCL.
- d. Any notice to be given by either party hereunder shall be addressed to the other at the following address :

Service Provider:

Address:

Email Address:

HCL: Legal Department

The notice can also be sent vide email or delivered by hand and acknowledgment obtained or dispatched by Registered Post with A.D at the last known business address or Registered office address of the Party.

- e. The waiver of any term, condition, or provision of this Agreement by HCL or the Service Provider must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
- f. The Service Provider shall bind itself and its employees, agents, servants, etc. to maintain in strict confidence this Agreement and any confidential information, material or data, provided by the HCL.

This Agreement with the Service Provider is on a non-exclusive basis and at all times HCL shall be free to avail the services from any other person/agency.

- g. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- h. Such provisions of this Agreement, which generally by their nature can survive after termination or expiration of any similar agreement, shall survive any termination or expiration of this Agreement, including but not limited to the provisions relating to confidentiality, indemnity and compliance with laws.
- i. This Agreement shall be governed by, and construed in accordance with, the laws of India without regard to principles of conflict of laws. Courts in New Delhi shall have exclusive jurisdiction to try all matters and disputes arising out of this Agreement.

- j. Service Provider shall register or record this Agreement with the relevant government agency as may be required by the laws of a country as a prerequisite to enforceability of this Agreement in the courts and will be responsible for all costs, legal fees and stamp tax/duty in connection therewith or otherwise.

11. HCL Anti-Bribery & Anti-Corruption.

HCL is committed to conducting its business ethically and lawfully. To that end, HCL expects that the Service Provider also will conduct its business ethically and lawfully; and accordingly, the Service Provider hereby acknowledges, declares and agrees that:

- a. It shall, at all times, comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will not take any action or fail to take any action that would cause HCL or any of its [affiliates] or its customers / clients to fail to comply with any applicable anti-corruption legislation (including the Prevention of Corruption Act, 1988; Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. and the U.K Bribery Act of 2010);
- b. It has read and understood the Anti-Bribery and Anti-Corruption Policy (the “ABAC Policy”) of HCL given in its website at <http://www.hcltech.com/about-us/corporate-governance/governance-policies>;
- c. This Agreement was awarded to it in a fair and transparent selection process.
- d. Throughout the term of the Agreement, the Service Provider shall maintain in place its own policies and procedures to ensure compliance with the provisions of this Section and will enforce them where appropriate;
- e. It shall comply with ABAC Policy of HCL as applicable to an employee of HCL, and that no gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Service Provider or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, contractors or agents (such personnel, collectively, “Executive(s)”) of the Service Provider to any HCL Executive or members of their immediate families with a view toward securing a favorable treatment from HCL. If HCL has cause to believe that the Service Provider or any Executive of the Service Provider has violated the provisions of this Section or behaved unethically or unlawfully under, or in connection with, this Agreement, HCL shall terminate this Agreement immediately with no further obligations to the Service Provider and shall further blacklist the Service Provider and its affiliates.
- f. It will promptly report through an email to whistleblower@hcl.com or to the local compliance or HR manager, any request or demand for any undue financial or other advantage of any kind, received by it or its Executive from any HCL Executive in connection with the performance of this Agreement or any other transaction with HCL in violation of the ABAC Policy.
- g. It will immediately notify HCL, in writing, if a government or public official becomes an officer or employee of the Service Provider organization or acquires a direct or indirect shareholding interest in the Service Provider organization. The Service Provider warrants and represents that as of the Effective Date, there are no government or public officials who are officers, employees or direct or indirect owners of the Service Provider organization.
- h. It will ensure that any person associated with the Service Provider (including but not limited to any subcontractor, supplier or service provider of the Service Provider), in performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Service Provider under this Agreement and that the Service Provider shall be fully responsible for the non-observance and/ or non-performance by such persons of the provisions of this Section.

Failure to comply with the provisions of this Section shall constitute a material breach of the Agreement.

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Upon such failure, notwithstanding any other provisions of the Agreement, HCL shall have a right to terminate the Agreement and all [work orders] hereunder immediately without any notice or cure period. In addition, the Service Provider shall indemnify, defend and hold harmless HCL, [HCL] affiliates and its and their Executives from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the HCL Executives or to which any of the HCL Executive becomes subject, resulting from, arising out of or relating to the Service Provider's breach of this Section.

12. Anti-Slavery.

The Service Provider represents, warrants and undertakes that it conducts and will conduct its business in a manner that is consistent with the applicable Anti-Slavery laws. The Service Provider undertakes not to avail any services / deliverables from vendors of a country where forced labour is permitted and shall implement due diligence procedures for its sub-contractors and vendors, to ensure that there is no slavery or human trafficking in its supply chains. It shall provide complete and accurate information to any queries raised by HCL with respect to Service Provider's compliance with slavery and human trafficking provisions under applicable laws. The Service Provider shall notify the HCL as soon as it becomes aware of any breach, or potential breach, of the Anti-Slavery laws; or any actual or suspected slavery or human trafficking in a supply chain which has a connection with its deliverables under the Agreement. The Service Provider shall maintain a complete set of records to trace the supply chain of all deliverables provided to the HCL in connection with this agreement; implement annual audits for itself and its subcontractors/vendors either directly or through a third party auditor. The Service Provider shall provide requisite training to its employees, Service Providers and subcontractors to ensure compliance with the Anti-Slavery laws.

13. Assignment.

Service Provider shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of HCL. Service Provider shall not subcontract the performance of any of the obligations under this Agreement without the prior written consent of HCL. Notwithstanding any such subcontracting, Service Provider shall remain primarily liable and obligated to HCL at all times hereunder.

14. Service Provider may write to procurementconcerns@hcl.com in case Service Provider has any questions or concerns regarding the HCL Procurement function and HCL will endeavor to address such concerns appropriately.

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IN WITNESS WHEREOF the parties hereto have duly caused these presents to be executed on the day, month and year first above written.

SIGNED AND DELIVERED by the]
Within named **HCL Technologies Ltd.**

Name: Meenu Chandra]
Designation: VP Legal Commercial & Compliance]
Date 26-Nov-21 | 12:54 PM IST]

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SIGNED AND DELIVERED by the]
Within named **Bharat Oil Company (India)**]

Name: Naresh Manglani]
Designation: Director]
Date: 25-Nov-21 | 10:10 PM PST]

DocuSigned by:
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DS
PP

Pavitra Parab

ANNEXURE – I**(Description of Services)****Scope of Work:**

1. As directed time to time by government and in accordance with site team the service provider shall be responsible for and perform the removal, handling, transportation, and disposal or recycling or reclamation of the Waste Material from the Business Units in accordance with all applicable Laws.
2. The service provider shall transport and take the Waste Material, accompanied by the appropriate manifests or shipping documents only to the Designated Disposal Facility specified in the manifests or shipping papers or to a designated recycling facility or subsequent transporter.
3. Service Provider is authorized and listed in **UPPCB** authorized vendor lists for the hazardous waste (Lube Oil) disposal with any combined law defining in intrastate.
4. Service Provider will respond within 72 hours after written mail confirmation from HCL.
5. Service provider will be informed once the considerable material at any office stored to pick up or on monthly/ fortnightly basis or as per PCB norms 90 days once it need to be moved even with lesser quantity.
6. Service provider should pay advance against the confirmations original invoice will be produced before shipment and the payment should be in NEFT/RTGS mode.
7. Vendor should provide required certificates against all the Hazardous Waste (Lube Oil) within 15 days of the pickup.
8. Service provider should share the valid UPPCB approval documents with pass book (for recyclable items) copy of disposal proof (Form 10 Blue Copy) shall be provided after disposal by the Service Provider.
9. Service provider will be submitting the Form 10 (manifest) at the time of lube oil taken from the facility, while before moving the materials from HCL premises.
10. Gate pass / De-bonding will be issued post payment confirmation received from HCL FSS and in the chance of any delay in producing from our side the same the buyer need to bear until the details need to produce from site.
11. Service provider will follow all the PCB guidance during the lube oil taken from the facility.
12. Finally, the vendor should submit destruction/recycling certificate in a period of one week or any other proof stating the recycling/disposed properly in accordance with government law
13. The service provider should take disposal of agreed waste collections from site within 10 days from the date of intimations against our site clearance with all documents like BOE / Gate pass / SEZ clearance and other timely documents, whatever is applicable here.
14. Service Provider on disposal of any materials for movements need to be borne by the vendor itself from site team they can't expect any support physically on loading, transportations, unloading during this waste material movement from site locations.

Disposal of following scraps at the locations and rates as specified below:**Locations:Noida, Gurgaon, Lucknow**

Category	Material description	UOM	Initial Rate
A	Used Lube/Transformer Oil With Drum – NCR	Liter	10.45/- Per Ltr (Payable by vendor)
	Used Lube/Transformer Oil With Drum – LKO	Liter	10.45/- Per Ltr (Payable by vendor)

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B	Resin, waste polytene, Ink sludge, Waste Ink, Oily sludge, Expired/waste paints & sludge, Chemical waste, Cotton waste, Hand gloves, Oily soaked clothes/Varnish mix clothes, Plastic strips etc.	Kg	18/- Per Kg (Payable by HCL)
	Filter (Air/Oil/AC)	Each	35/- Per Pcs (Payable by HCL)
	CFLs, Tube lights & bulbs	KG	22/- Per Liter (Payable by HCL)
	Coolant	Ltr	10/- Per Kg (Payable by HCL)

- Rates are inclusive GST& TCS for Category A. The rate shall include any and all applicable taxes, duties, cess, levies etc. If the price quoted is inclusive of all taxes, the percentage of tax considered shall be mentioned.
- Rates are exclusive GST for Category B.

Payment term

- 100% advance payment either through NEFT/RTGS to HCL before start the Services and / or within 2 days of receipt of invoice from HCL or mail for Category A listed
- Disposal Charges is involved for Category B items and payable by HCL to vendor as per rate mentioned in the rate card and Payment term is 30 days. If HCL fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum.

HCL units address: (Delhi NCR & Lucknow)

1. Plot 3A Sec 126 Noida (All Tower)
2. Loutus Business park Sec 127 Noida.
3. A11 Sec 16 Noida
4. A10/11 Sec 3 Noida
5. A2 Sec 3 Noida
6. B34/3 Sec 59 Noida
7. A22 Sec 60 Noida
8. A8/9 Sec 60 Noida
9. NSL Tech Zone Plot no-8 Sec 144 Noida.
10. Village Kanjehara and Mastemau ChukGajarie farms, Sultanpur Road, Lucknow Utter Pradesh
11. SEZ tower 11 Sec 21 Dundahera Gurugram. (Lifting shall be only recyclable waste from Hayana)