



MEMORANDUM OF UNDERSTANDING (MoU)

Between

Xysma Recyclotech Solutions Private Limited

(Owner and Operator of "KabadCart")

And

ARYA College of Engineering, Jaipur

(Hereinafter referred to as the "Partner")

Date: 14-June-2025

1. Purpose

This Memorandum of Understanding (MoU) is executed between Xysma Recyclotech Solutions Private Limited, a company incorporated under the Companies Act, 2013 and operating the digital scrap collection and recycling platform KabadCart, and **ARYA College of Engineering, Jaipur**, for the purpose of establishing a B2B partnership where Xysma shall collect recyclable scrap from the Partner's premises and compensate them as per agreed terms.

This collaboration aims to simplify bulk waste collection, enable transparent transactions, and promote sustainable waste disposal practices.

2. Scope of Collaboration

Under this MoU:

- The Partner agrees to provide segregated recyclable materials (paper, plastic, metal, e-waste, etc.) for pickup by Xysma via the KabadCart platform.
- Xysma shall conduct weighment and quality assessment of the materials and compensate the Partner based on pre-defined category-wise rates.
- Partner will be granted access to KabadCart's B2B dashboard for:
 - Tracking collection requests and pickup status
 - Viewing downloadable payment invoices
 - Accessing Recycling Certificates, impact data, and monthly reports

Xysma Recyclotech Solutions Pvt. Ltd.

6 6, 5 Raghath Road, Budaun, Uttar Pradesh, India, 243751

+91-9193622845 | contact@kabadcart.com | www.kabadcart.com





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- Xysma may, with prior notice, display the Partner's name and logo on its official website, pitch decks, and reports as a sustainability partner.
- Xysma will attempt to schedule 2–3 pickups per quarter, based on mutually convenient availability and quantity, though this is non-mandatory and does not constitute a commercial obligation.

3. Roles and Responsibilities

Xysma Recyclotech Solutions Pvt. Ltd. shall:

- Ensure prompt and professional collection via trained field personnel.
- Conduct digital or physical weighment with transparency at the time of pickup.
- Transfer payments for approved scrap categories to the Partner via bank transfer, UPI, or wallet within [3–5 working days] of pickup.
- Provide valid invoices and GST-compliant documentation for every completed transaction.
- Maintain all legal and environmental compliance and issue Recycling Certificates for ESG/CSR usage.

ARYA College of Engineering, Jaipur shall:

- Facilitate access to recyclable scrap materials stored in a clean, dry, and segregated condition.
- Ensure accurate declarations of waste categories and quantities.
- Cooperate with Xysma's collection agents and allow photographic documentation for verification.
- Refrain from parallel agreements with third-party scrap dealers without written consent during the term of this MoU.

4. Pricing & Payments

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- Prices for different categories of scrap (e.g., cardboard, mixed plastic, aluminum, copper, e-waste) shall be defined in an annexure or agreed through KabadCart's dynamic pricing module before each pickup.
- Xysma reserves the right to adjust rates based on market fluctuations, quality inconsistencies, or contamination.
- Final payable amount shall be based on:
 - Net weight recorded during pickup
 - Visual/material quality verification
- Xysma shall raise a digital invoice and process the payment to the Partner within the agreed time frame.

5. Data Rights and Platform Usage

- The Partner will have view-only access to transaction history, weight logs, certificates, and reports via the B2B dashboard.
- All operational data, photos, records, pricing logs, and impact metrics shall remain intellectual property of Xysma.
- The Partner agrees not to replicate, copy, or reverse engineer any part of the KabadCart platform or processes.

6. Term and Termination

- This MoU is valid for **12 months** from the date of signing and shall be renewed automatically unless terminated.
- Either party may terminate this MoU by giving 30 days' written notice.
- Xysma may terminate the agreement with immediate effect if:
 - There is material misrepresentation or fraud

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- Hazardous, wet, or unauthorized waste is mixed with recyclables
- The Partner violates exclusivity terms

7. Confidentiality and Compliance

- Both parties shall maintain strict confidentiality over all pricing, processes, and operational information.
- The Partner affirms that the scrap provided is free of any encumbrance and is in compliance with applicable laws (including hazardous waste restrictions).
- Xysma shall not be held liable for any hidden or misclassified waste material provided by the Partner.

8. Dispute Resolution

- Disputes shall be resolved first through mutual discussion. If unresolved, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, with the sole arbitrator appointed by Xysma.
- Jurisdiction shall lie exclusively in Jaipur, Rajasthan.

9. Governing Law

This MoU shall be governed by the laws of India, with courts in Jaipur, Rajasthan having exclusive jurisdiction.

10. Final Provisions

- This MoU is a record of mutual business intent. Detailed operational or pricing terms (if required) may be captured in separate annexures, work orders, or SLAs.
- Digital or electronic signatures on this MoU shall be considered legally valid.
- Any amendments must be recorded in writing and acknowledged by both parties.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date mentioned above.

For Xysma Recyclotech Solutions Pvt. Ltd.

Name: **Govind Varshney**

Designation: **Founder & CEO**

Date: **14-June-2025**

For XYSMA Recyclotech Solutions Pvt. Ltd.

Govind
Director

Seal:

Partner Organization

Business Name: **ARYA College of Engineering, Jaipur Industrial Area (RIICO) Delhi Road, Kukas, Jaipur-302038 (Raj.)**

Authorized Representative Name: Dr. Himanshu Arora

Designation: Principal

Email: principaldet@aryacollege.org

Phone: 9001990992

Official Address: SP-40 RIICO Industrial Area, Delhi Road, Kukas, Jaipur

Seal:

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