

TECHNOLOGY TRANSFER AGREEMENT

This AGREEMENT is executed on this 29th day of June 2021 by and between:

Rochem Water Treatment GmbH a company incorporated under the laws of Germany having its registered office at Seegelkenkehre 3, 21107 Hamburg, Germany (hereinafter referred to as "Transferor", which expression, unless repugnant to the meaning or context thereof shall mean and include its successors and assigns) of the One Part.

AND

Concord Enviro FZE a company incorporated under the laws of UAE having its registered office at 600 M2 warehouse P6-037, P.O Box 120940, Sharjah – U.A.E-(hereinafter referred to as "Transferee", which expression, unless repugnant to the meaning or context thereof shall mean and include its successors and assigns) of the Second Part.

NOW, THEREFORE, Transferor and Transferee (hereinafter referred to as "Parties" collectively and as a "Party" individually), through mutual negotiations and based on the principle of equality and mutual benefit, hereby agree as follows:

WHEREAS, Transferee has acquired the assets of the Transferor the details of which are provided in the schedule attached herewith, under which the Transferor desires to transfer know-how of Proprietary Technology mentioned in Article 3 below including its know-how, manuals etc, upon the terms and conditions set forth herein.

WHEREAS, Transferor represents that they are owners of technology and patents relating to manufacture of Membrane Based Filtration, Separation and Treatment Systems for any / all Liquid-Liquid and/or Solid-Liquid Separation Systems designed with Membrane Module



WHEREAS, Transferor has over the years acquired valuable process information on the design, manufacture, erection, commissioning and operation of various systems for specialized application in Industries.

WHEREAS, Transferor has the right to supply Technology, know-how on each of the Module Configuration based Systems.

WHEREAS, Transferee is desirous to obtain the absolute ownership and title in the Products and enabling the Transferee to exploit the said Product.

NOW, THEREFORE, in consideration of premises and covenants hereinafter set forth, the parties hereto agree as under:

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following terms have the following meanings respectively:

- a. **"Product"** includes Membrane Based Filtration, Separation and Treatment Systems for any / all Liquid-Liquid and/or Solid-Liquid Separation Systems designed with Membrane Module Technology based on Transferor's technology patented or otherwise:
 - i. PT (Plate Tube)
 - ii. ST (Spacer Tube)
 - iii. FM (Flat Membrane)
 - iv. BioFilt (MBR System Membrane Bioreactor)

The products will include but are not limited to Microfiltration, Ultrafiltration, Nanofiltration, Reverse Osmosis, Membrane Bio-reactor based systems.

- b. **"Technology"** means all the technical knowledge, know-how, standard calculations, data and information developed or otherwise generally used by Transferor pertaining



- c. **"Territories"** includes worldwide.
- d. **"Intellectual Property Rights"** means any rights under patents, utility models, designs, and trademarks and application thereof presently or hereafter acquired by Transferor and/or which Transferor has or may have the right to control thereof during the term hereof and which are applicable to cover the Technical Information supplied to Transferee.
- e. **"Trademarks"** means the trademarks which are specified in **Schedule A** and such other trademarks which the parties may acquire from time to time should be included in this Agreement covering the technology supplied to Transferee.

ARTICLE 2
GRANT-TECHNOLOGY TRANSFER

- a. Transferor hereby grants to Transferee an absolute ownership in the Products and the technology therein and an absolute right of an owner to assemble, use and sell and/or license the said **Products** using Technology supplied by Transferor Worldwide for perpetuity and for all applications & industries for the consideration paid under this agreement .
- b. Transferor hereby assigns all Trademarks as in **Schedule A** and grants to the Transferee an absolute ownership and all rights and title therein, for worldwide and for perpetuity, for the consideration paid under this agreement.

For the sake of clarification Transferee upon execution of this document shall be the sole and exclusive owner of the **"Products"** and the technology including know-how therein and therefore as an absolute owner has the right to manufacture, sell, service, commission, distribute and in any other way deal with products and technology developed by its own research and development activity under any brand, trademark, logo without any territorial limits.



SCOPE OF TECHNOLOGY TO BE SUPPLIED

The technical Information that Transferor will supply related to the products will be as follows:

- a. All Technical Information and the related technical support necessary to use such Technical Information which are owned and used by Transferor at the date of signing of this Agreement and which are necessary, adequate and useful for the assembly, testing, installation, commissioning, use of maintenance of the said Products as carried out by Transferor.
- b. System, unit and component specifications.
- c. Design information and standards for main and sub system if any.
- d. System engineering data and applications engineering data.
- e. Operation, maintenance and trouble shooting manuals.
- f. Drawings, circuit diagrams, bill of materials comprising codes of all components, sub assemblies with specification.
- g. Engineering, manufacturing and assembly drawings, wiring details and procedures for manufacture.
- h. Mechanical drawings, bills of materials of parts, sub assembly drawings, layout arrangement diagrams, procedure for manufacture and assembly etc.
- i. Quality control data sheets, procedures, testing procedures of sub assemblies, main assembly and completed product, type tests and routine tests with test formats.
- j. Erection and commissioning details of regular and periodic services, check list, log sheets, etc.



- i. Various approvals from NATO/Navies, etc. to enable Licensee to meet the requirements of all such Institutions/Organizations.
- m. Any other necessary technical data and know-how generally used by Transferor and/or required by the Transferee.

ARTICLE 4

NON-COMPETITION

Transferor or any of its Directors and/or Promoter will not compete with the Transferee, either directly or indirectly, including whether as principal or agent either in the manufacture, sale, service, commission or distribution of Products anywhere in the world for-all applications & industries for perpetuity.

ARTICLE 5

REPRESENTATIONS & WARRANTIES

- 5.1 Transferor, hereby represent and warrant to Transferee as of the date of this Agreement, as set out below:
- (a) Transferor have full power and authority to enter into and perform their obligations under the Agreement. The Agreement constitutes a legal, valid, and binding obligation of Transferor and is enforceable against Transferor in accordance with its terms. The execution, delivery and performance by Transferor, of the Agreement and their compliance with the terms and provisions thereof, will not contravene any provision of any Laws.
 - (b) There are no actions, suits, investigations, arbitrations, or proceedings pending or threatened, against Transferor that have or may reasonably be expected to have any adverse effect on the validity or enforceability of the Agreement or on the ability of Transferor to perform their obligations under the Agreement.



ARTICLE 6

IDEMNITIES

Subject to the provisions of this Clause, in the event of any breach by one party of any representation, warranty, covenant, patent or agreement made or given by that party in this Agreement, that party, undertakes to indemnify and hold harmless the other party to the extent of any and all damages suffered or incurred by the other party in relation to such breach of representation or warranty, covenant or agreement by the first party.

ARTICLE 7

USE OF TECHNICAL INFORMATION

It is hereby expressly understood and agreed that the said Technical Information and other technical assistance, advices made available, to Transferee under or by virtue of this Agreement is transfer of an absolute ownership by the Transferor to the Transferee and can be used with rights of an owner.

ARTICLE 8

TRAINING OF TRANSFEEE PERSONNEL

Transferor undertakes, if necessary and requested by Transferee to train the employees of Transferee for such period as may be mutually agreed between the parties. All expenses to be paid by Transferee.

ARTICLE 9

IMPROVEMENTS

Rights in improvement, if any, in the Products shall vest in the Transferor, being the



Handwritten signature or mark in blue ink.

ARTICLE 10

PAYMENT

In consideration of the Technology/ Product transferred by Transferor to Transferee hereunder, Transferee has paid to the Transferor via below mode:

Concord Enviro FZE has paid 2.5 million Euros to Rochem Water Treatment GmbH

Through telegraphic transfer (TT) mode

All taxes as applicable shall be borne by Transferor. All payments made will be net of Taxes as deductible under UAE Laws, if any, and at the Bank rates available on the date of remittance.

ARTICLE 11

REPRESENTATION & WARRANTY

- a. The Transferor warrants for any damage and/or claims resulting from defective material, know-how furnished to Transferee by Transferor.
- b. Transferor and its Director/Promoter shall be responsible for consequential damages resulting from use of the Products/ Technology and Transferor shall hold Transferee harmless for any and all third party claims for consequential damages as a result of such faulty application of Technology by Transferee.

ARTICLE 12

EXCLUSIVITY

This Technology Transfer Agreement is exclusive and Transferor shall not grant any right to any other party for the same and/or similar products and technology from the date of signing of this agreement.

The Promoter/Directors of the Transferor shall not use the same Products and/or Trademarks for launching any other entity for developing and/or manufacturing



ARTICLE 17

APPLICATION LAW & DISPUTES

This Agreement shall be construed and interpreted in accordance with Laws of India.

Any dispute arising under or by virtue of this Agreement or any difference of opinion between the parties hereto concerning their rights and obligations under this Agreement, shall be finally resolved by the courts in India.

ARTICLE 18

LANGUAGE

The language to be used in rendering all the Technical Commercial Information as stated herein earlier disclosed and furnished to Transferee by Transferor under this Agreement shall be in English.

ARTICLE 19

ENTIRETY

This instrument embodies the entire agreement and understanding between the parties hereto relative to the subject matter of hereof and there are no understandings, agreement's conditions or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged herein or superseded hereby.

No modification hereof shall be of force or effect unless reduced to writing and signed by the parties claimed to be bound thereby and no modification shall be effected by the acknowledgement or acceptance of any order containing different conditions.



ARTICLE 20

MISCELLANEOUS

- a. This Agreement has been signed by authorized representatives of the Parties, and shall enter into force upon signature by the Parties.

- b. The Parties may amend this Agreement in respect of any unsolved matter. Any amendment and supplemental agreement to this Agreement shall be made in writing. Annexures/Schedules to this Agreement constitute an integral part of this Agreement, and have equal legal effect as this Agreement.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed by their duly authorized representative as of the date first above written.

FOR TRANSFEROR

Rochem Water Treatment GmbH



Mr. Markus Beckmann

In the presence of _____

FOR TRANSFEREE

Concord Enviro FZE



Mr. Ashish Singal

In the presence of Gency Varghese

SCHEDULE A

TRADEMARKS ASSIGNED BY TRANSFEROR TO TRANSFEREE

1. Rochem TM
2. Plate Tube TM (PT)
3. Spacer Tube TM (ST)
4. FM Module TM
5. Biofilt TM

