USER AGREEMENT

Effective Date: June 1, 2025

This User Agreement (this "**Agreement**"), including the full terms and conditions below and the policies referenced herein, is a binding contract between you ("**User**," "**you**," or "**User**") and Recycle Global Exchange, LLC, a Colorado limited liability company ("**RGX,**" "**Facilitator**," "**we**," or "**us**"). This Agreement governs your access to and use of the Marketplace Platform.

THIS AGREEMENT TAKES EFFECT ON THE EARLIER OF: (I) THE DATE ON WHICH YOU CLICK THE "I ACCEPT" BUTTON, OR (II) THE DATE YOU FIRST ACCESS THE MARKETPLACE PLATFORM (the "**Effective Date**"). THE EFFECTIVE DATE FOR ANY MODIFICATIONS WILL BE THE DATE OF SUCH MODIFICATIONS BEING POSTED, SHOULD YOU CONTINUE TO CHOOSE TO USE THE MARKETPLACE PLATFORM. BY CLICKING ON THE "I ACCEPT" BUTTON OR BY ACCESSING OR USING THE MARKETPLACE PLATFORM YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CLICK THE "I ACCEPT" BUTTON OR ACCESS THE MARKETPLACE PLATFORM. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE MARKETPLACE PLATFORM.

♻️ Executive Summary

We want you to understand this Agreement and all of its terms, as they govern your conduct and use of the Marketplace Platform and each User's actual adherence, beyond agreement to a contract, is an essential aspect of the community that we strive to provide. We believe that a community acting in good faith is the strength of our Marketplace Platform. In that spirit, we have provided an Executive Summary as a preamble to the actual terms and conditions that follow. In the event of any inconsistency or conflict between this Executive Summary and the actual terms and conditions, the more detailed terms and conditions will of course control.

🔑 1. Purpose of the Agreement

This Agreement governs your access to the RGX Marketplace Platform, where Clients post jobs to recycle electronic materials and Service Providers bid to fulfill them. RGX acts **only as a platform Facilitator**—not a party to the transactions between Users.

👤 2. User Accounts & Profiles

- You must register and get verified before accessing the platform.
- You must maintain **accurate business information** and comply with all applicable laws.
- There are two User types:
    - **Clients** (who post recycling jobs)
    - **Service Providers** (who perform the services or buy materials)

📄 3. Service Contracts

- When a Client accepts a Service Provider's Bid, a **binding Service Contract** is created. Users are welcome to send each other additional contractual documents, but they cannot conflict with the terms and conditions all Users agree to here.
- All transactions must go through the Platform. There are consequences for circumventing the Platform.
- Job details must be clear and complete; changes or cancellations may result in fees.

💵 4. Fees & Payment

Three types of fees may apply:

1. **Transaction Fees:** The greater of a percentage of job value or flat fee (materials or services) as provided in the Fee Schedule at Exhibit A.
2. **Administrative Fees:** For late submissions, cancellations, change orders, and marketing materials other than as permitted.
3. **Marketplace Fees:** Annual fee (if charged) for access to the platform.

📝 *All fees are nonrefundable. Payment is processed through the Facilitator.*

⚖️ 5. User Responsibilities

You are responsible for:

- All actions taken under your account
- Protecting your data and access credentials
- Compliance with the **Code of Conduct** and all platform rules

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🔐 6. Confidentiality & Data

- Information about jobs, pricing, and Users is confidential.
- RGX may use anonymized data for performance insights.
- Users grant RGX a license to use submitted data to run the platform.

📝 7. Facilitator's Role

- RGX **does not supervise, verify, or guarantee** services provided.
- It simply connects parties and processes payments.
- RGX may validate Certifications but doesn't confirm their quality or enforcement, and Users must ensure they do their own validations since Certifications can change at the last minute.

🚫 8. Non-Circumvention

Users must not bypass the platform for payment or hiring, even **after leaving the platform**, for up to 12 months. Doing so may trigger penalty fees.

⚠ 9. Liability & Disputes

- RGX is not liable for service issues or payment disputes between Users.
- Users agree that disputes must follow this sequence:
    1. Direct negotiation
    2. Mediation
    3. Binding arbitration

🔄 10. Termination & Modifications

- Either party can terminate this agreement regarding the Marketplace Platform with notice. This does not mean you are not still responsible for the contracts you entered into while using the Platform.
- The Agreement auto-renews annually unless canceled.
- RGX may change terms or fees with notice; continued use = acceptance.

📌 11. Key Legal Clauses

No fiduciary relationship exists between Users and RGX.

Users release RGX from liability related to other Users' actions.

Users agree to indemnify RGX if their use causes legal issues for RGX.

Full Terms and Conditions

1. Definitions.

(a) "**Authorized User**" means you and your employees, and any consultants, contractors, and agents who are provided access by you to use the Marketplace Platform under the rights granted to you pursuant to this Agreement, and/or who obtain such access by use of your login credentials.

(b) "**Certification**" means the formal acknowledgment or verification by a Facilitator-recognized organization (such as SERI (R2), Basel Action Network (e-Stewards), NAID, ISO, or other) that a provider of e-recycling services meets and adheres to such organization's documented standards relevant to such Certification.

(c) "**Certified**" means the Service Provider has obtained formal Certification and the certifying organization has confirmed the Service Provider's compliance using the procedures relevant to such Certification. Certified does not mean that a Certification is from Facilitator, that Facilitator prefers any particular Certification over another, that Facilitator concurs with any determination of Certification, or that Facilitator itself certifies or confirms service offerings as such.

(d) "**Documentation**" means documentation relating to the Marketplace Platform Facilitator makes available to Users.

(e) "**Facilitator IP**" means the Marketplace Platform, the Documentation, content other than User Data, and all intellectual property made available to User or any other Authorized User in connection with the foregoing (including, but not limited to, lists of Users and Jobs posted therein). For the avoidance of doubt, Facilitator IP includes Aggregated Statistics, and any information, data, or other content derived from Facilitator's monitoring of User's access to or use of the Marketplace Platform, but does not include User Data.

(f) "**Fees**" means those fees listed in the Fee Schedule attached as Exhibit A as applicable, including both the fees paid by Users as Clients seeking recycling services, as well as fees paid by Users as Service Providers for the purchase of materials they intend to recycle.

(g) "**Marketplace Platform**" or "**Platform**" means the services provided by Facilitator under this Agreement via Facilitator's website available at https://www.recyclegx.com and any other related URL or other web or device application and/or software provided by Facilitator related to the services.

(h) "**User Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User or any other Authorized User through the Marketplace Platform. You agree that you are and shall remain responsible for the legality, non-infringement, and accuracy of your User Data, to create your own back-ups of User Data, and not to rely on Facilitator for data storage of User Data.

(i) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Marketplace Platform.

PART 1:

USE OF THE RGX MARKETPLACE PLATFORM

2. Accounts; Access and Use.

(a) Registration. You must register for an account with us ("**Account**") to access and use the Marketplace Platform. Your Account registration is subject to approval by Facilitator. We reserve the right to decline a registration either to join the Marketplace or to add an Account of any type, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

When you register for an Account and periodically thereafter, your Account will be subject to verification, including but not limited to validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your apparent ability to act on behalf of your business on the Marketplace Platform. You authorize Facilitator and other Users of the Platform who require such before entering into or as a term of

Transactions, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your business, email address or financial accounts, subject to applicable law, and to conduct in-person site visits in a manner that permits the monitoring, inspection, and validation of any operations related to the services you offer on the Platform. When requested, you must timely provide us with complete information about yourself and your business, which includes providing official government or legal documents, and cooperating with other reasonable requests we make to verify your identity. During verification some Account features may be temporarily limited but will be restored if verification is successfully completed. Notwithstanding the foregoing, you agree Facilitator's efforts in this regard are not a substitute for your own validation and investigation into other Users on the Marketplace Platform, whether in-person or otherwise, which each User is responsible for completing to their own satisfaction.

(b) User Profile. To register for an Account to use the Marketplace Platform, you must complete a User profile ("**Profile**"), which Users acknowledge will be shared with other Users during their mutual engagement within the Marketplace Platform. You agree to provide accurate and complete information on your Profile—and on all registration and other forms you access while using the Marketplace Platform or provide to us—and you agree to keep that information current. You agree not to provide any false or misleading information about your identity or location, your business, the beneficial owner(s) of your business, your skills, or the services your business provides, and you agree to correct any information that is or becomes false or misleading. Without limitation of other remedies available at law or equity by Facilitator and/or other Users, we reserve the right to suspend or terminate the Account, or access to the Marketplace Platform, of anyone who provides false, inaccurate, or incomplete information in creating, marketing, or maintaining a Profile or an Account.

(c) Account Types. We offer two types of accounts ("**Account Types**"): Client and Service Provider. "**Client**" means any User of the Marketplace Platform that utilizes the Marketplace Platform to seek or obtain Field Services from other Users who are Service Providers. "**Service Provider**" means any User of the Marketplace Platform that utilizes the Marketplace Platform to offer, provide, receive payment for, or facilitate the provision of Field Services to Clients. "**Field Services**" means the services listed, quoted, scheduled, offered, fulfilled or provided by Service Providers, or sought, scheduled, paid for, or received by Clients, that originate by or through the Marketplace Platform, or are the subject of any Transaction as such term is defined herein.

(d) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Facilitator hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Marketplace Platform during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Facilitator shall provide you the necessary passwords and access credentials to allow you to access the Marketplace Platform, which you shall be responsible for keeping secure and requesting a reset of as needed in your discretion.

(e) Documentation License. Subject to the terms and conditions contained in this Agreement, Facilitator hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Marketplace Platform.

(f) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Marketplace Platform, any software component of the Marketplace Platform, or Documentation for any purposes beyond the scope of the access granted in this Agreement, including, but not limited to, violating the User Responsibilities in Section 4 herein. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Marketplace Platform or any information therein, any software component of the Marketplace Platform, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Marketplace Platform or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Marketplace Platform, in whole or in part; (iv) remove any proprietary notices from the Marketplace Platform or Documentation; (v) use the Marketplace Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (vi) circumvent the exclusive use of the Marketplace Platform for services between Users as provided in this Agreement.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Facilitator may monitor User's use of the Marketplace Platform and collect and compile data and information related to User's use of the Marketplace Platform to be used by Facilitator in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Marketplace Platform ("**Aggregated Statistics**"). As between Facilitator and User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Facilitator. You acknowledge that the Facilitator may compile Aggregated Statistics based on User Data input into the Marketplace Platform. You agree that Facilitator may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Facilitator shall use commercially reasonable efforts to ensure such Aggregated Statistics do not identify User or User's Confidential Information in accordance with this Agreement.

(h) Reservation of Rights. Facilitator reserves all rights not expressly granted to User in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party, any intellectual property rights or other right, title, or interest in or to the Facilitator IP.

(i) Suspension. Notwithstanding anything to the contrary in this Agreement, Facilitator may temporarily suspend User's and any other Authorized User's access to any portion or all of the Marketplace Platform if: (i) Facilitator reasonably determines that (A) there is a threat or attack on any of the Facilitator IP; (B) User's or any other Authorized User's use of the Facilitator IP disrupts or poses a security risk to the Facilitator IP or to any other User or Service Provider of Facilitator; (C) User or any other Authorized User is using the Facilitator IP for fraudulent or illegal activities; (D) subject to applicable law, User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Facilitator's provision of the Marketplace Platform to User or any other Authorized User is prohibited by applicable law; (ii) Facilitator has lost access to or use of any third-party services or products required to enable User to access the Marketplace Platform; or (iii) in accordance with the provisions of this Agreement (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Facilitator shall use commercially reasonable efforts to provide written notice of any

Service Suspension to User and to provide updates regarding resumption of access to the Marketplace Platform following any Service Suspension. Facilitator shall use commercially reasonable efforts to resume providing access to the Marketplace Platform as soon as reasonably possible after the event giving rise to the Marketplace Platform Suspension is cured. Facilitator will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that User or any other Authorized User may incur as a result of a Service Suspension.

3. Purpose and Responsibilities of Facilitator.

(a) Transactions are Between Users. You agree that although payments arising from Transactions must only be processed by use of the Platform, the Facilitator is not itself a consumer or provider of the recycling services, nor responsible for any such services, that may be received or provided by Users. Facilitator instead provides the Marketplace Platform solely as a marketplace where Clients and Service Providers can identify each other, enter into their own service relationships and agreements, receive and provide Field Services from each other, and make and receive payments relating to their own mutually agreed upon disposal or recycling of electronic recyclable or electronic waste materials (each a "**Transaction**").

(b) Job Forms Initiate Transactions. A "**Job Form**" means the standardized online submission format provided for use within the Marketplace Platform to request a Transaction, each of which incorporates this Agreement by reference therein, and which a Client completes to request a Transaction.

(c) Accepted Job Forms Become Service Contracts for Transactions. Users use the Platform to create the basis for a "**Service Contract**" containing the contractual provisions agreed to between a Client and a Service Provider for each such requested Transaction, incorporating: (a) the terms contained in the Job Form and accepted Bid; (b) any additional terms agreed upon between the Client and Service Provider to the extent they do not conflict with the Job Form or this User Agreement; and (c) the terms and conditions of this User Agreement. Notwithstanding anything herein to the contrary, Users shall not agree to or provide for any additional provisions in any Service Contract that conflict with or narrow Facilitators rights, or expand Facilitator's obligations, or conflict in any way with the terms of this Agreement. In the event of any conflict or inconsistency between a Service Contract (including any additional agreements between Users related to the Transaction) and the terms of this Agreement, the terms of this Agreement shall prevail. When a User enters a Service Contract with another User, the User agrees to use the Marketplace Platform exclusively to invoice, receive, and pay any amounts owed under the Service Contract.

(d) Facilitator Solely a Third-Party Beneficiary of Service Contracts. Subject to the terms of this Agreement, Facilitator provides the Marketplace Platform to Users as-available, including hosting and maintaining the Facilitator website on which the Marketplace Platform exists and providing the opportunity for the formation of Service Contracts directly between Users. Even though Fees are due to Facilitator for Transactions as provided by this Agreement, and Facilitator may process payments between Users, you agree Facilitator is only an intended third-party beneficiary of such Transactions by virtue of the obligations to pay Facilitator the Fees provided herein. Facilitator is not otherwise a party to the underlying Transaction between the Users, or responsible for the Transaction or Field Services in any manner whatsoever.

(e) Limited Role of Facilitator Acknowledged.

(i) Facilitator will neither perform nor employ individuals or entities to perform the Field Services that may be provided among Users under this Agreement. To the extent that you may obtain recycling or other support services from Facilitator or any entity under common ownership and/or control with Facilitator, you agree that such services are governed solely by a separate written agreement with such entity, and not this Agreement. You acknowledge and agree that Facilitator does not supervise, direct, control, or monitor Users in the performance of any contractual obligations they may have under a Service Contract or otherwise in any Transaction and agree that: (a) Facilitator is not responsible for ensuring the accuracy or legality of any User Content (i.e., information posted or exchanged between Users), for which Users are solely responsible; (b) Facilitator is not responsible for the offering, performance, or procurement of Field Services, (c) Facilitator does not warrant nor make any representations related to or about any Transaction, or guarantee any particular User's offered services or manner of receipt thereof, and (d) nothing will create an employment, agency, partnership, or joint venture relationship between Facilitator and any User, all of which are hereby expressly disclaimed. While Facilitator may describe, publish or otherwise indicate Certifications (such as by certain badges to designate relevant Certifications on User profiles), any such indications are not guarantees by Facilitator, including of quality or ability or willingness of any User to complete a Transaction or fulfill a Service Contract.

(ii) You further acknowledge and agree that Users, and not Facilitator, are each respectively solely responsible for all aspects of Transactions and Service Contracts, including: (a) evaluating and determining the suitability of any Job, Client, or Service Provider; (b) assessing whether to seek a Transaction or enter into a Service Contract with another User and for independently verifying any information about another User they are relying upon; (c) deciding whether to enter into a Service Contract with another User as well as any additional contract terms for a Transaction; and (d) negotiating, agreeing to, and executing any additional terms or conditions of the Service Contracts and for performing and monitoring performance under them. All Transactions and Service Contracts between Users are directly between such Users, and Facilitator is not a party to those contracts regardless of the terms of such Service Contracts utilizing Facilitator as a means for handling payments.

(iii) Notwithstanding the foregoing, Users acknowledge that Facilitator would not permit Users to use the Marketplace Platform without the Users abiding by the terms and conditions of this Agreement with respect to any Service Contracts and Transactions, so Users hereby agree and name Facilitator as a third-party beneficiary of all Service Contracts, with Facilitator having the right to enforce any covenant of the Client or Service Provider therein in order to compel compliance with the terms of this Agreement, including use of Facilitator to handle payments between the Users.

(f) Certification Validation by Facilitator.

(i) Periodic Validation. To promote trust and accountability on the Marketplace Platform, the Facilitator will periodically validate the Certifications of Users who represent themselves as Certified electronic recyclers. Facilitator periodically performs validation of Certification by verifying the status of certifications against publicly available records or through direct communication with the certifying bodies (e.g., SERI, Basel, e-Stewards, NAID, ISO, or equivalent organizations). Notwithstanding the foregoing, Facilitator cannot guarantee the accuracy, completeness, or current validity of such Certifications, assumes no liability for any misrepresentation by Users as being

Certified or otherwise, and Users understand and acknowledge that Certification status can change from one minute to the next without notice. Users who have indicated a Certification status agree to keep Facilitator and other Users they transact with informed regarding any change to such Certification status.

(ii) Courtesy Notification of Non-Compliance. In the event that the Facilitator becomes aware that a User who has indicated Certification has a Certification that has lapsed or is not in good standing, the Facilitator will take reasonable steps to notify the User of same. Users agree that if there is an open or pending Transaction in the Marketplace Platform at the time the Certification lapse is discovered, Facilitator may notify other Users involved in that Transaction without first contacting the User whose Certification lapsed. The Facilitator's notification is provided solely as a courtesy and is not an obligation to monitor Certifications or to ensure that Certifications are maintained in good standing, for which each User remains responsible at all times. The Facilitator assumes no responsibility for verifying or maintaining the Certification status of any User. While the Facilitator periodically monitors Certification Status with Certifying Bodies the User acknowledges that it is their responsibility to ensure that their Certification and those held by other Users they are in Transactions with remain valid and in good standing, and to take appropriate action to regain Certification or inquire about any lapse if necessary.

Each User acknowledges and agrees that a lapse in Certification for a User who has represented they are Certified may result in suspension or removal from the Marketplace Platform, and that the Facilitator may, at its discretion, suspend or revoke access to the Marketplace Platform until the Certification is reinstated or brought into good standing.

4. User Responsibilities In General.

(a) Code of Conduct. The Marketplace Platform may not be used for unlawful, fraudulent, offensive, or obscene activity, or any in manner contrary to conduct guidelines as set forth in Facilitator's Code of Conduct located at https://www.recyclegx.com/support/, as may be amended from time to time, which is incorporated herein by reference. You agree as a condition of continued use of the Marketplace Platform to comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://www.recyclegx.com/support/ from time to time, including the Code of Conduct.

(b) Account Use. You are responsible and liable for all uses of the Marketplace Platform and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Marketplace Platform and shall cause Authorized Users to comply with such provisions.

(c) User Data. You hereby grant to Facilitator a non-exclusive, royalty-free, worldwide license to access, use, copy, reproduce, and display the User Data and perform all acts with respect to the User Data as may be necessary for Facilitator to provide the Marketplace Platform, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Aggregated Statistics based upon such User Data. You will ensure that User Data and any Authorized User's use of User Data will not violate any policy or

terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of User Data. In the course of a transaction between Users, you acknowledge that User Data may be used, transferred, and/or stored outside of the Marketplace Platform, and Facilitator is not responsible for any such use, transfer, or storage.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Marketplace Platform confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Marketplace Platform by website link or otherwise, including privacy practices and policies which may differ from those of Facilitator. If you do not agree to abide by the applicable terms for any such Third-Party Products, including any such associated third party privacy policies, then you should not use, visit, install, access, or use such Third-Party Products.

(f) No Guarantee. The Marketplace Platform is provided AS-IS and as available. If you use the Marketplace Platform, rely on its content (including without limitation, reviews), seek or perform a Transaction, or enter into a Service Contract with another User, you do so at your sole and exclusive risk. Facilitator does not guarantee that any minimum or maximum number of Users, nor that any specific Users or Field Services will be available on the Marketplace Platform, nor that the Marketplace Platform will remain available at all times.

PART 2:

POSTING, BIDDING AND PERFORMANCE OF SERVICE CONTRACTS

5. Marketplace Platform Process Flow and Associated Terms and Conditions.

(a) For Clients.

(i) Posting Jobs. Each time that a Client utilizes the Marketplace Platform to seek Field Services from a Service Provider, the Client will complete and submit a Job Form via the Marketplace Platform. Client will include specific information about the Job with sufficient detail reasonably necessary to allow a Service Provider to evaluate whether the Service Provider is able and willing to complete the Job.

(ii) Job Criteria. By submitting a Job Form, the Client represents that it includes a complete and accurate description of Client's requirements for the Job, including: (i) a sufficient description of the scope of work required, including quantity, nature, weight, and location of the Disposal Materials, (ii) whether a Certified Service Provider is required, and, if so, which type of Certification is required; (v) any restrictions associated with the Disposal Material (e.g., no resale, no shipping overseas, etc.); (vi) applicable disposition requirements and restrictions, including whether the Disposal Material can be made available for reuse or resale by the Service Provider; (viii) deadlines for bidding on the Job and timelines for Job completion, including the date by which the Disposal Materials must be removed; (ix) other relevant specifications, and other restrictions/impediments of the Disposal Materials, including access details and location, or unique performance criteria relevant for Service Providers to accurately bid on the Job;

and (x) any other information necessary or helpful for accurate bidding and fulfillment of the Job, such as photographs, lists, and miscellaneous documents.

(iii) Job Form is a Request for Binding Offers. A Client's completed and posted Job Form constitutes a request for Service Providers to make binding offers for the Field Services Transaction described therein. Each Service Provider's Bid on the Job Form is a formal offer, and the Client's subsequent selection and acceptance of a Service Provider's Bid creates a Service Contract, in accordance with the terms set forth herein. Deletion of the Job Form prior to or after bidding may subject Client to Fees as provided below.

(iv) Client Selection of Service Provider Bid Creates Service Contract. The Client must cancel or select a Service Provider Bid from among all compliant Bids within five (5) days of the Bid submission deadline set forth in the Job Form, or the Job Form will be considered canceled by Client and subject the Client to possible Fees as provided further below. Selection can only be made by clicking the appropriate acceptance option on the Marketplace Platform, which constitutes formal acceptance of the selected Bid. Upon such acceptance of a Bid, a binding Service Contract is formed between Client and Service Provider on the terms of the Job Form. Facilitator does not represent nor warrant that the Service Contract terms of the Job Form are sufficient for the Transaction, and Client and Service Provider remain free to enter into additional agreement(s) between each other so long as such do not conflict with the terms of the Job Form or this Agreement, in which event the conflicting terms of this Job Form and this Agreement would control.

(v) Changes and Cancelations by Client.

(A) If a Client changes a Job after it has become a Service Contract (i.e., after a Service Provider's bid has been accepted by the Client), a fee ("**Change Order Fee**") may be charged to the Client and split between the Facilitator and the Service Provider in accordance with Section 7 (Fees and Payment) hereof. The Parties intend that any Change Order Fee constitutes compensation, and not a penalty, reflecting the administrative costs associated with the change, including adjustments to the Service Provider's resources, reallocation of personnel or equipment, and necessary administrative updates on the Marketplace Platform. In addition, and without waiver of the Change Order Fee, the Service Provider will have the option to agree or decline to the changes proposed by the Client and may propose an adjustment to the Service Provider's original bid. If the Client and Service Provider are unable to mutually so agree to any adjustment, the Service Contract will be deemed terminated without any further obligation for either party. A Client "changes" a job for the purposes of the foregoing, both (1) when a Client expressly proposes to change the criteria and information that it previously submitted with the Job Form, and/or (2) when the later circumstances, nature of materials, or other parameters related to a Transaction do not actually match with what the Client had submitted with the Job Form.

(B) If a Client cancels a Job after it has become a Service Contract, a fee ("**Cancellation Fee**") may be charged to the Client and split between the Facilitator and the Service Provider in accordance with Section 7 (Fees and Payment) hereof. The Parties intend that any Cancellation Fee constitutes compensation, and not a penalty, reflecting the costs incurred by the Facilitator and Service Provider in preparing to fulfill the Job, including administrative time, allocation of resources, and potential disruption caused by the cancellation.

Additionally, and without waiver of the Cancellation Fee, the Client also agrees to compensate the Service Provider for any reasonable costs incurred up to the point of cancellation, which may include pre-paid expenses, mobilization costs, and other out-of-pocket expenses directly related to the Job, as well as other prepaid fees and expenses negotiated separately between Client and Service Provider. It is agreed that the Cancellation Fee is not a penalty, but is instead negotiated by the parties and intended to cover the Facilitator's costs and the lost opportunity costs for the Service Provider due to the time and resources allocated to the Job.

(vi) Job Completion. Upon receipt of the Service Provider's Close Out Documentation, the Client shall have five (5) business days to review and either (A) accept the Job as complete or (B) use the Platform to provide written notice to the Service Provider specifying any non-conformities to the mutually agreed Service Contract specifications. If the Client fails to provide written notice of acceptance or rejection within the five (5) business days, Client will be obligated to provide payment for the Job to Facilitator for processing, and Facilitator will complete such processing by providing a portion of such payment to the Service Provider after retention of applicable Fees due to Facilitator. The Client may timely reject Close Out Documentation by providing details of non-conformities with Service Contract specifications, and the Service Provider shall have ten (10) business days from such rejection to correct such issues and resubmit new Close Out Documentation for further review. Once the Client either accepts the Close Out Documentation or exceeds the time in which it can reject, the Service Contract will be considered completed, will be closed-out by Facilitator, and any outstanding payments owed by Client shall be due and payable according to the terms set forth in the Agreement.

(i) Dispute Over Job Acceptance. If the Client and Service Provider cannot agree on conformance after two (2) submissions of Close Out Documentation by the Service Provider, the matter shall be resolved in accordance with the procedures set forth in Section 22 of this Agreement.

(b) For Service Providers.

(vii) Bidding on Jobs. Service Providers access Jobs on the Marketplace Platform and submit Bids as binding offers for resulting Service Contracts. If the Job specifies a Certified Service Provider is required, then only Service Providers who represent themselves as being Certified Service Providers should bid on the Job. If you are a Service Provider, you hereby represent and warrant that you will not submit a Bid in response to a Job unless you meet Certification and any other of a Client's stated requirements in the applicable Job Form.

(i) Content of Bid. All Bids submitted against a Job Form are presumed to indicate a willingness and promised capability to comply with the Job Form requirements and specifications, and any other terms or conditions Service Provider deems relevant to the Field Services or information requested by Client in the Job Form for Client's assessment. .

(ii) Service Contract. Once a Client selects a Service Provider's Bid, a binding Service Contract is formed and the Service Provider has an obligation to complete the Job in accordance with the terms and conditions of the Job Form and any other terms and conditions agreed to between Client and Service Provider, to the extent they do not conflict with the terms of the Job Form or this Agreement.

(iii) Minimum Service Level for Service Contracts. In addition to the particular specifications of each Job as specified on the Job Form and otherwise agreed between the Service Provider and Client, an express term of every Service Contract (and a condition of continued use of the Marketplace Platform by Service Providers) is that any Field Services are performed in a professional and workmanlike manner, and in compliance with industry standards, laws, and/or regulations. Use of the Marketplace Platform by any User remains at the discretion of Facilitator, and Facilitator reserves the right to revoke access for any Service Provider to the Marketplace Platform and remove any Service Provider's Bid in Facilitator's sole discretion, at any time, and without notice.

(iv) Changes by Service Provider.

(A) Service Provider requests for changes to the scope, pricing, or other terms of a Job, after the Client has accepted the Service Provider's Bid (i.e., after a Service Contract is formed), are ineffective unless approved by the Client in writing. If a change is accepted, a Change Order Fee may be charged to the Service Provider and split between Facilitator and Client in accordance with Section 7 (Fees and Payment) hereof. If the changes are not approved by the Client, the Service Contract must either still be performed without such changes, or Service Provider's failure to do so will be deemed a cancelation by Service Provider. Notwithstanding the foregoing, if a Service Provider reasonably determines changes are necessary because of incorrect or missing information on the Job Form, the Service Provider should attempt to obtain a mutual change with the Client to address such changes, in which case no Change Order Fee shall be charged. If the Client and Service Provider cannot so agree, Service Provider may cancel without charge.

(B) If the Service Provider otherwise cancels or fails to perform the Job after the Client has accepted the Service Provider's Bid (i.e., after a Service Contract is formed), a Cancellation Fee may be charged to the Service Provider and split between Facilitator and Client in accordance with Section 6 (Fees and Payment) hereof. Any such Cancellation Fee is in addition to and does not waive any other of Client's rights and remedies it may have with respect to the default of Service Provider.

(i) Job Completion. As a term of every Service Contract, the Service Provider shall submit all necessary Close Out Documentation upon completion of the Service Contract, including but not limited to, final reports, Certifications, and any other documents reasonably required by the Client or Facilitator to verify the completion and quality of the work performed to the specifications of the Service Contract. The Service Provider shall submit the Close Out Documentation to the Client via the Marketplace Platform within ten (10) business days after the Job is completed (Job completion meaning of all tasks required in the Service Contract). If the Service Provider fails to submit the Close Out Documentation within ten (10) business days, (A) Service Provider may be charged a fee equal to 5% of total Job value or $250, whichever is greater ("**Late Submission Fee**"); (B) any final payment will be not be due to Service Provider until the Close Out Documentation is submitted and accepted by the Client; (C) Service Provider will become obligated to pay Client the full amount of any purchase amount agreed to for the materials provided by Client to Service Provider; and (D) Facilitator may, in its discretion, suspend or remove Service Provider from the Marketplace Platform.

(ii) Sales of Materials Other Than as Agreed. Service Providers acknowledge that one of the terms of a Transaction may be that they are restricted from selling or marketing materials from Clients except as expressly provided and agreed between them. Service Provider agrees that in addition to any remedies which a Client may seek against the Service Provider for breaching such a restriction, Service Provider will separately owe to Facilitator a liquidated damages amount of $10,000 for each part marketed or sold in such a manner. The Parties intend that any such liquidated damages constitute compensation, and not a penalty, reflecting the costs incurred by the Facilitator in losing or working to retain the continued participation of Clients in the face of Service Provider's breach in this manner, including administrative time, allocation of resources, and potential disruption caused by Service Provider's choice to breach such terms.

6. Fees and Payment Terms. There are three (3) types of possible fees: Marketplace Fees, Administrative Fees, and Transaction Fees. An agreed description and listing of such fees, as well as payment terms related thereto, is provided in the Fee Schedule attached as Exhibit A, which is incorporated herein by reference.

Part 3:

GENERAL TERMS

7. Exclusivity of Marketplace Platform and Non-circumvention. You acknowledge and agree that all or a substantial portion of the compensation Facilitator receives for making the Marketplace Platform available to you is collected through the Transaction Fees and that, in exchange, a substantial value to you is represented both by the Transactions as well as the relationships with other Users identified through the Marketplace Platform. Since Facilitator only receives the Transaction Fee when a Client and a Service Provider pay and receive payment through the Facilitator via the Marketplace Platform, and in recognition of the otherwise confidential nature of Facilitator's User list accessed by you when using the Marketplace Platform as a trade secret of Facilitator, you agree (i) during the Term and for 12-months thereafter (the "**Restricted Period**") to exclusively use the Marketplace Platform to request, make, and receive all payments for work directly or indirectly with Users you did not transact with prior to the Term, and to (ii) not at any time circumvent the Marketplace Platform (including for making payments) for work related to or arising out of any Job Forms posted thereon, whether or not such Jobs are with Users you transacted with prior to the Term, and whether or not they become Service Contracts via the Marketplace Platform. Without limiting Facilitator's other legal and/or equitable rights and remedies, Users who violate either of the foregoing covenants agree to be jointly and severally liable to pay the same Transaction Fees to Facilitator that Facilitator would have been entitled to had such work occurred completely via the Marketplace Platform. By way of example only, you agree that during the Term you will not:

(i) Offer or solicit or accept any offer or solicitation from parties identified through the Platform to contract, hire, invoice, pay, or receive payment in any manner other than through the Platform.

(ii) Invoice or report on the Platform an amount lower than that actually agreed, made, or received between Users.

(iii) Refer a User you identified on the Platform to a third party who is not a User of the Platform for purposes of making or receiving payments other than through the Platform.

(iv) You agree to notify Facilitator immediately if a person suggests making or receiving payments other than through the Platform in violation of this Section or if you receive unsolicited contact outside of the Platform.

You acknowledge and agree that a violation of this Section is a material breach of this Agreement, and may result in your Account being permanently suspended and be jointly and severally liable for the applicable Transaction Fees, whether such were originally due from the other User involved in the Transaction. This Section still applies if you choose to cease using the Marketplace Platform, and you must pay the associated Transaction Fees for work with any User you wish to continue working with after you cease using the Platform whom you did not transact with prior to the Term (and for any User, even if you transacted with such User prior to the Term, if the work was at any time the subject of a posted Job Form).

8. PAYMENTS NONREFUNDABLE. THERE IS NO WAIVER OR REFUND OF FEES DUE OR PAID BECAUSE OF LACK OF USE, TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE PLATFORM, MODIFICATION OF THIS AGREEMENT OR THE TERMS, DISSATISFACTION, OR ANY OTHER REASON. ALL AMOUNTS PAYABLE TO FACILITATOR UNDER THIS AGREEMENT SHALL BE PAID BY USERS TO FACILITATOR IN FULL WITHOUT ANY SETOFF, RECOUPMENT, COUNTERCLAIM, DEDUCTION, DEBIT OR WITHHOLDING FOR ANY REASON. USER PAYMENTS ARE OBLIGATIONS INDEPENDENT OF OTHER PROVISIONS OF THIS AGREEMENT AND ARE ENFORCEABLE BY SPECIFIC PERFORMANCE.

9. No Fiduciary Duty. The Facilitator's role in coordinating payments between Users is solely as a neutral intermediary providing payment processing and disbursement services. The Facilitator is not an escrow and does not act as a trustee, agent, or fiduciary for any User. The Facilitator processing of any funds received from Users temporarily is solely for the purpose of facilitating Transactions and disbursing payments in accordance with the applicable Service Contract between the respective parties. Users acknowledge and agree that the Facilitator has no control over, nor any responsibility for, the quality, legality, or completion of any services or transactions conducted between Users. All financial transactions are carried out at the sole discretion and risk of the participating Users. The Facilitator disclaims all fiduciary obligations or duties beyond the facilitation of payments as explicitly stated in this Agreement. You covenant not to sue Facilitator for payment for any amounts due from other Users that are the subject of a dispute hereunder, even if such amounts are in the possession of Facilitator during the pendency of such dispute.

10. Confidential Information. From time to time during the Term, Facilitator and User may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Confidential Information is agreed to include information relating to Jobs posted on the Marketplace Platform, and the identities of other Users on the Marketplace Platform a User had not transacted with prior to the Term which Users agree to keep confidential and use solely to complete Transactions with other Users on the Marketplace Platform in accordance with the provisions of this Agreement. The receiving party shall not disclose the disclosing party's Confidential Information to any person or

entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

11. Privacy Policy. Facilitator complies with its privacy policy, available at https://www.recyclegx.com/privacy-policy/ ("**Privacy Policy**"), in providing the Marketplace Platform. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Marketplace Platform, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

12. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Marketplace Platform and (b) you own all right, title, and interest, including all intellectual property rights, in and to your own User Data, subject to an irrevocable license for the Marketplace Platform to use, display and reproduce any User Data you input into it for the purpose of Transactions. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Marketplace Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

13. Limited Warranty and Warranty Disclaimer.

(a) Facilitator warrants that it provides a Marketplace Platform using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND FACILITATOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS AND THE ACTUAL SERVICES BETWEEN USERS.

(b) User Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to User Data and that both the User Data and your use of the Marketplace Platform are in compliance with applicable laws and regulations, and the Code of Conduct.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE IN THIS SECTION, THE MARKETPLACE PLATFORM IS PROVIDED "AS IS" AND FACILITATOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. FACILITATOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FACILITATOR MAKES NO WARRANTY OF ANY KIND THAT THE MARKETPLACE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY, RELIABILITY, OR UPTIME OF THE MARKETPLACE PLATFORM.

14. RELEASE OF AND COVENANT NOT TO SUE FACILITATOR. In recognition of the fact that Facilitator is not itself a party to the Service Contract or other agreement arising out of a Transaction between Users, each User, on behalf of itself and its shareholders, owners, subsidiaries and affiliates, officers, directors, members, managers, accountants, attorneys, partners, employees, contractors, service providers, agents, and their respective heirs, successors and assigns, or any other person using, benefitting, or being subject to the Platform by, through, or under such User (collectively, "**Releasing Parties**"), hereby release and covenant not to sue Facilitator, our affiliates, and our respective shareholders, owners, subsidiaries and affiliates, officers, directors, members, managers, accountants, attorneys, partners, employees, contractors, service providers, agents, and their respective heirs, successors and assigns (collectively, "**Facilitator Released Parties**") for and for any claims, demands, losses, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees, and damages (actual and consequential) of every kind and nature, known and unknown (collectively, "**Losses**"), arising out of or in any way related to any dispute arising out of Transactions between Users or that you have with another User, whether it be at law or in equity, whether such exist as of the time you enter into this Agreement, during the Term, or later arising between you and any other User or other third party that relate in any way to services and materials marketed, offered or provided by other Users, Transactions, Jobs, Service Contracts, or in any manner involving the Marketplace Platform. This release includes, for example and without limitation: (a) any disputes regarding the performance, functions, and quality of the Service Provider Field Services provided to a Client and requests for refunds based upon disputes; and (b) any disputes regarding payment or nonpayment of, or deficiencies in, any fees related to a Service Contract or Transaction. To the extent applicable, you hereby waive the protections of California Civil Code § 1542 (and any analogous law in any other applicable jurisdiction) which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This release will not apply to a claim that Facilitator failed to meet our express obligations under this Agreement.

15. Indemnification.

(a) Facilitator Indemnification.

(i) Facilitator shall indemnify, defend, and hold User harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees ("**Losses**"), incurred by User resulting from any third-party claim, suit, action, or proceeding ("**Facilitator Indemnified Claim**") that the Marketplace Platform as provided by Facilitator infringes or misappropriates such third party's US intellectual property rights, provided that User promptly notifies Facilitator in writing of the Facilitator Indemnified Claim, cooperates with Facilitator, and allows Facilitator sole authority to control the defense and settlement of such Facilitator Indemnified Claim.

(ii) If such a Facilitator Indemnified Claim is made or either party anticipates such a Facilitator Indemnified Claim will be made, User agrees to permit Facilitator, at Facilitator's sole discretion, to (A) modify or replace the Marketplace Platform, or component or part thereof, to make it non-infringing, (B) obtain the right for User to continue use, or (C) as part of settlement with such Facilitator Indemnified Claim, cease all use and offering of the Marketplace Platform. If Facilitator determines that neither alternative is reasonably available, Facilitator may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to User. This Section 13(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Facilitator Indemnified Claims that the Marketplace Platform infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section will not apply to the extent that any such Facilitator Indemnified Claim arises from User Data or Third-Party Products.

(b) User Indemnification. Each User agrees to defend, indemnify, save, and hold the Facilitator Released Parties harmless from and against any Losses arising out of or related to any allegation, claim, suit, action, investigation, fine, or proceeding ("**User Indemnified Claim**"): (a) directly or indirectly arising out of a breach by User or its Authorized Users, employees or contractors of any representation, warranty, covenant, or other obligation set forth in this Agreement; (b) regarding exposure or disclosure of any personally identifiable information input into or uploaded to the Platform through the User's Account; (c) alleging that User Content or any use of the User Content in accordance with this Agreement, infringes or misappropriates a party's intellectual property rights; (d) based on User's negligence or willful misconduct or use of the Platform in any manner not authorized by this Agreement including the Code of Conduct; (e) based on User's violation of any applicable regulation or law, including import and/or export restrictions; and (f) alleging breach of another User's confidential information; and (g) based on any act or omission by User in performance of a Transaction or Service Contract, or any other interactions with other Users. Facilitator reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which Users are required to indemnify Facilitator (provided that Facilitator may not settle or defend a claim unless it unconditionally releases User of all liability to any third party), and User agrees to cooperate with Facilitator's defense of these claims. This paragraph will survive any termination of your Account. The foregoing indemnification obligations shall not apply to Losses to the extent they result from Facilitator's intentional misconduct

16. Limitations of Liability. IN NO EVENT WILL FACILITATOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY LOSSES ARISING OUT OF OR RELATED TO THE MARKETPLACE PLATFORM UNDER ANY LEGAL OR EQUITABLE THEORY,

INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER FACILITATOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FACILITATOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY LOSSES ARISING OUT OF OR RELATED TO THE MARKETPLACE PLATFORM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO FACILITATOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $50,000, WHICHEVER IS LESS.

17. Term and Termination.

(a) Initial Term and Renewal Terms. This Agreement shall be effective on the Effective Date and shall continue in effect until the first anniversary of the Effective Date (the "**Initial Ter**m"). Thereafter, this Agreement shall automatically renew for additional successive periods of one-year each (each a "**Renewal Term**") on each anniversary of the Effective Date (each a "**Renewal Date**") unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the next applicable Renewal Date. If neither Party gives the other Party timely notice of non-renewal, the User's payment of the Access Fee must be paid no less than fifteen (15) days before the applicable Renewal Date. The Initial Term and any Renewal Terms are collectively the "Term." Each Renewal Term will be automatically effective as of the Renewal Date. Activation of a Renewal Term shall constitute the User's agreement to the version of this Agreement then in effect, and continued use of the Platform constitutes ratification of this Agreement, as modified from time to time.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Facilitator may terminate this Agreement for any or no reason upon 30 days' advance written notice. In addition, Facilitator may limit, suspend, terminate, modify, or delete the User Accounts or access to the Marketplace Platform for any of the following reasons by providing 30 days prior written notice thereof (except if due to items C or E below, in which case Facilitator may do so at any time without notice):

(A) User violates this Agreement;

(B) Any representation or warranty made by the User were false or misleading when made or became false or misleading and were not promptly corrected;

(C) Facilitator determines that continuation of the User's Account presents a danger, threat, or harassment to Facilitator, any other User, any other third party, or is otherwise disruptive to the Marketplace Platform;

(D) The Marketplace Platform is terminated or suspended, which Facilitator may do in its sole discretion at any time; or

(E) Facilitator has reasonable basis to believe that the User has: misappropriated, misused, or disclosed Facilitator's or any third party's trade secrets, confidential or proprietary information, or intellectual property; attempted or plans to attempt to enter into a business that competes with Facilitator or provides a similar platform and marketplace for recycling services; or attempts to circumvent Facilitator by contracting directly with other Users for similar transactions found by using the Platform without payment of applicable Transaction Fees to Facilitator or without utilizing the Platform; illegally or improperly used of the Marketplace Platform, creating risk of possible legal liabilities; been convicted of a felony or crime of moral turpitude, or been found liable in a court of law for fraud; or been the subject of two or more written complaints from other Users that the User has had Transactions with, about the User's conduct or poor performance of Field Services and did not remedy the same within a reasonable time to Facilitator's reasonable satisfaction.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, User shall immediately discontinue use of the Marketplace Platform and any other Facilitator IP. No expiration or termination of this Agreement will affect User's obligation to pay all Fees that may have become due before such expiration or termination, or entitle User to any refund, or preclude a User's continued responsibility to compensate Facilitator for transactions entered into post-termination as provided in this Agreement.

(d) Survival. This Section 17(d), Sections 6 (Fees and Payment), 10 (Confidential Information), 14 (Release of and Covenant Not to Sue Facilitator), 15 (Indemnification), 16 (Limitations of Liability), 19 (Environmental Regulations and Laws; Export Regulation; Anti-Bribery), 20 (Governing Law and Jurisdiction), 21 (Exclusive Dispute Resolution Mechanism), and 22 (Miscellaneous), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

18. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement (including Fee Schedule) from time to time, and that modified terms become effective on posting. You will be notified of modifications through notifications on the Marketplace Platform and/or direct email communication from us. You are responsible for reviewing

and becoming familiar with any such modifications. Your continued use of the Marketplace Platform after the effective date of the modifications will be deemed acceptance of the modified terms. Facilitator will provide at least 30 days' advance notice of changes to any service level that Facilitator reasonably anticipates may result in a material reduction in quality or services.

19. Environmental Regulations and Laws; Export Regulation; Anti-Bribery. Without limitation of other applicable provisions herein, you agree to be responsible for, and will hold Facilitator harmless from any non-compliance with any environmental regulations and laws pertaining to any services or materials that are the subject of your use of the Marketplace Platform, as well as anti-bribery and anti-corruption regulations and laws applicable thereto. The Marketplace Platform utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Marketplace Platform or the software or technology included in the Marketplace Platform to, or make the Marketplace Platform or the software or technology included in the Marketplace Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable international and federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to importing, exporting, re-exporting, releasing, or otherwise using the Marketplace Platform, or making the Marketplace Platform or the software or technology included in the Marketplace Platform available outside the US.

20. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Exclusive Dispute Resolution Mechanism. For disputes arising between Clients and Service Providers, you agree to abide by the dispute resolution process set forth in Section 21 , below. If Client or Service Provider seeks an order from an arbitrator or court that might direct Facilitator to take or refrain from taking any action with respect to a User Account, that party will: (a) give us at least ten (10) business days' prior notice of the hearing on the order; (b) include in any such order a provision that, as a precondition to any obligation affecting Facilitator, we be paid in full for any amounts to which we would otherwise be entitled; and (c) include in any such order a provision that, as a precondition to any obligation affecting Facilitator, Facilitator be paid for the reasonable value of the services the order obligates us to undertake. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "**Dispute**"), under the provisions of this Section 21. The procedures set forth in this Section 21 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and Sections 21(a) through 21(b) are an express condition precedent to binding arbitration of the Dispute.

(a) Negotiations. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than two (2) negotiation sessions. In the event that such Dispute is not resolved on an informal basis within fifteen (15) Business Days after one party delivers the Dispute Notice to the other party (the

last day of such time period, the "**Escalation to Mediation Date**"), any party may initiate mediation under Section 21(b). For purposes of clarification, the party sending the Dispute Notice shall send such notices in compliance with this Agreement's notice provisions (Section 20).

(b) Mediation.

(i) Subject to Section 21(a), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation and that mediation may be virtual. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(ii) The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of any party to agree to enter into mediation or agree to any settlement proposed by the mediator, within sixty (60) days after the Escalation to Mediation Date, any party may commence binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association. The Dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, conducted virtually, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

22. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at https://www.recyclegx.com/contact/ and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Marketplace Platform. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or

transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder. The parties expressly agree to conduct business electronically and any Service Contract or other agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement and in other dealings between them are intended to authenticate this writing and to have the same force and effect as manual signatures.

EXHIBIT A

FEE SCHEDULE

Transaction Fees

Users shall pay Facilitator a service fee to cover administrative costs, account maintenance, overhead and related expenses, based on the total amounts payable by a User to another User for every Transaction resulting from a Service Contract ("**Transaction Fees**"). Transaction Fees are due and payable to Facilitator within 15 days of Job Completion, regardless of whether or not payment has been made for the amount due to the other User. Users must make all Transaction payments payable to Facilitator, who will retain Facilitator's fees as provided in the Fee Schedule and process the remainder to the other Users as applicable. Within ten (10) days after the end of a calendar month, Facilitator shall pay the net amounts due to Users of Transactions for which Facilitator has received payment that month. In no event shall Facilitator have any obligation to provide such payments to Users unless and until Facilitator has collected the full Transaction amounts, and Facilitator shall have priority to and may retain its applicable Transaction Fees out of any partial amounts paid to Facilitator.

Transaction Fees are based on the following types of Transactions, which may occur alone or in combination in each Service Contract:

1. Materials Commission: A fee based on a percentage of the amounts payable by the Service Provider to a Client to purchase Disposal Materials. Unless otherwise agreed by Facilitator in writing, the Materials Commission is the greater of $250 or 30%.
2. Field Service Commission: A fee based on a percentage of the amounts payable by a Client to a Service Provider for Field Services. Unless otherwise agreed by Facilitator in writing, the Field Service Commission is the greater of $250 or 30%.

Administrative Fees

The parties intend that fees referred to as Change Order Fee, Late Submission Fee, and Cancellation Fee (collectively, the "**Administrative Fees**") and otherwise referenced in Section 5 in each case constitute negotiated compensation, and not a penalty. These fees, which are charged in the discretion of Facilitator, are meant by the parties solely as reasonable compensation for the time, effort, and resources expended by Facilitator, Client, and/or Service Provider, as applicable, in connection with the administrative burden associated with any changes, cancellations, or late submissions, as well as any disruption, costs, or lost opportunities incurred due to the same. Administrative Fees are separate and independent from Transaction Fees, and a Service Contract does not have to be completed for Administrative Fees to be due and payable. Notwithstanding anything herein to the contrary, these fees are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

Marketplace Fees

In exchange for the license and other rights granted herein, Facilitator may charge an annual fee ("**Marketplace Fees**") to gain access to and use the Marketplace Platform. Marketplace Fees, if applicable, allow Users to post Jobs, submit Bids, and enter into Service Contracts, but are separate from, not applied toward, and do not reduce or offset in any manner the Transaction Fees (as defined below). Current Marketplace Fees if any are as set forth below. Annual Marketplace Fees are subject to change (including increase) at any time in Facilitator's sole and absolute discretion, provided such increases have prospective

effect only and are not applied until the next ensuing Renewal Date. There is currently no Marketplace Fee charged, but this may be revised .

Payment Terms.

Marketplace Fees and Administrative Fees, if any, shall be due and payable to Facilitator on the day they arise. The agreed Transaction Fees (including any mutually agreed adjustment/offsets) shall be due within fifteen (15) days from the Job Completion date without offset or deduction in US dollars. If User fails to make any payment when due, without limiting Facilitator's other rights and remedies, or the rights of Users to pursue their own legal and equitable remedies as provided for in the Service Contract and this Agreement: (i) Facilitator may but is not required to charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law, which if related to Transaction Fees, shall be split with the payee User in the subject Transaction(s); (ii) User shall reimburse Facilitator for all costs incurred by Facilitator in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 15 days or more, Facilitator may suspend User's and all other Authorized Users' access to any portion or all of the Marketplace Platform until such amounts are paid in full. All Fees and other amounts payable by User under this Agreement are exclusive of taxes and similar assessments. User is responsible for and shall indemnify Facilitator for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by User hereunder, other than any taxes imposed on Facilitator's income.