

## **1. SERVICES AND FEES.**

**1.1 Standard Service.** Standard Service consists of emptying the designated Ripple containers from a designated outside location (as specified below) on a weekly or other basis as set forth in Section 1.4. Client must place the containers in the designated collection location by 6:00 a.m. on the specified collection day and ensure that the containers are not blocked to prevent collection (if containers are not at the designated location or are blocked, no collection will be made and any rescheduled collection may be subject to an extra collection charge). Client shall keep the area around the containers tidy, free of trash and other debris and have the responsibility of blocking or anchoring the containers to withstand wind, vandals and other conditions (but in a way that does not interfere with Ripple's emptying of the containers).

**1.2 Premium Inside Service.** Premium Inside Service consists of (a) entering the business premises, (b) transporting the containers from the designated location within the business premises (as specified below) to Ripple's truck, (c) emptying the containers, and (d) returning the containers to the designated location within the inside of the business premises. Client must ensure that the containers are at the designated location within the business premises and that the entrance to the business premises is not blocked to prevent collection (if the containers are not at the designated location or the entrance is blocked, no collection will be made and any rescheduled collection may be subject to an extra collection charge). Unless Client agrees to be on-site during the collection times/days, Client will be required to provide Ripple a key to the business premises.

**1.3 Set-Up Fees.** Client will pay to Ripple the one-time set-up fees of \$50 per cart.

**1.4 Monthly Service and Fees.** Client will pay to Ripple the monthly fee set forth in Client Signup Form.

**1.5 Ripple Responsibilities.** Ripple shall:

- (a) Provide, in compliance with all legal requirements, all labor, equipment and transportation necessary to facilitate collections;
  - (b) Provide training and educational materials about glass recycling for Client's employees; and
  - (c) Maintain recycling containers and replace damaged containers as necessary;
- Provided, however,* that Ripple shall not be responsible for any damage that may occur to pavement or other driving surfaces while providing service.

**1.6 Client Responsibilities.** Client shall:

- (a) Fill containers with glass only as described in Ripple signage and avoid contaminating materials (if the level of contaminants is higher than 10%, Ripple may charge Client a fee to dispose of the contaminating materials and highlycontaminated containers will not be emptied until Client removes the contaminating materials);
- (b) Ensure that no hazardous materials, including batteries, electronics scrap, or hazardous chemicals (or containers that have held hazardous materials), are put into any containers; and
- (c) Update Ripple of any changes to designated contact person(s).

**2. LOSS OR DAMAGE TO, OR RELOCATION OF, CONTAINERS.** Client shall be responsible for the containers and their contents and shall reimburse Ripple for the cost of repair or replacement of any lost or damaged containers(except to the extent of any damage caused by Ripple employees). Damage shall not include any ordinary wear and tear. Client shall not move or relocate the containers without Ripple's prior approval.

**3. TERMINATION.** The Initial Term of this Agreement shall begin on the Start Date agreed upon, and continue for the following six (6) months. After the initial term, services will continue on a month to month basis indefinitely. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice. Upon Client termination of this agreement before completion of the Initial Term, for any reason whatsoever, all Obligations (including payment for the entirety of the initial term shall become immediately due and payable. In the event of a material breach of this Agreement that is not cured within fifteen (15) days following written notice of such breach, the non-breaching Party may terminate this Agreement. Upon termination of this Agreement, (a) Client shall immediately pay all amounts owing to Ripple and (b) Ripple shall remove the containers within sixty (60) days of termination. If this Agreement is terminated in the middle of a month, full payment for that month shall be due and payable.

**4. DELINQUENT ACCOUNTS.** All delinquent accounts will be charged interest at the rate of 1.5% per month (18% per annum). In the event any balance is not paid as agreed herein, the Client agrees to pay a collection fee not to exceed 40% of the unpaid balance. In the event legal action is taken to collect the unpaid balance, the Client further agrees

to pay court costs and reasonable attorney fees in addition to the collection fee. The undersigned further authorizes Ripple or an authorized agent of Ripple to attempt to contact Client in any manner including calls to mobile, cellular, or similar devices for any lawful purpose. The undersigned also agrees to any fee(s) or charge(s) that may be incurred for incoming calls from us or our agent, and/or outgoing calls to us or our agent, to or from any such number, without reimbursement.

**5. AUTHORIZATION TO PROMOTE CLIENT'S PARTICIPATION.** Client authorizes Ripple to promote its participation in glass recycling through use of Client's name in publications designed to encourage the community to support entities that are recycling with Ripple. Examples of publications in which Client's name may appear include: Ripple's website, social media accounts, newsletter, brochures, press releases, and advertisements in local print media.

**6. FORCE MAJEURE CASES.** Ripple shall not be liable to Client for any delay in performing or for any failure to perform any of its obligations hereunder due to acts of god or the public enemy, natural disasters, acts of terrorism, riots, wars, explosions, strikes and labor disputes, interruption of supply, inability to obtain fuel, power, materials, equipment or supplies or delivery, freight or transportation services, any change in law, order, rule or regulation or any other cause beyond the reasonable control of Ripple (each a "**Force Majeure Event**"). If any Force Majeure Event occurs, Ripple shall promptly give notice thereof to Client describing the force majeure event and Ripple's best estimate of the duration of the delay.

**7. NO PARTNERSHIP.** It is expressly understood that the Parties are not engaged in a joint venture, partnership or any other form of business relationship, and that except as expressly set forth in this Agreement neither Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other, or the other's employees or contractors, in performance of this Agreement.

**8. INDEMNIFICATION.** Client agrees to defend, indemnify and hold harmless Ripple and its officers, directors, managers, members, employees and agents from and against any and all claims, losses, damages, actions, expenses and/or liability resulting from or related to Client's breach of this Agreement, or any claim relating to the Services except to the extent caused by the willful misconduct or gross negligence of Ripple.

**9. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Party to be charged with the amendment.

**10. ASSIGNMENTS, SUCCESSORS, AND NO THIRD PARTY RIGHTS.** Neither Party may assign any of its rights under this Agreement without the prior consent of the other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

**11. GOVERNING LAW.** This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the county of Jackson, state of Missouri and of the United States located in the Western District of Missouri for the purpose of any litigation relating to this Agreement and waive any objection that they at any time may have to the laying of venue in any such court and/or to any claim that any such litigation has been brought in an inconvenient forum.

**12. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**13. NOTICES.** Any notice required or permitted hereunder shall be in writing and sent via U.S. mail or reputable overnight delivery service to the addresses set forth above or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance with this Section 13.