

GREENTEC SERVICES AGREEMENT

THIS AGREEMENT dated March 11th, 2021 (the “**Effective Date**”),

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON., a limited partnership
(the “**Customer**”)

-and-

GREENTEC INTERNATIONAL INC., a corporation amalgamated pursuant to the laws of
Canada (“**Greentec**”)

WHEREAS Greentec collects, handles, repurposes and recycles electronic waste in a responsible manner, consistent with all applicable laws, regulations and industry standards, with the goal of reducing environmental impacts and providing repurposed electronic devices to other organizations in need; and

AND WHEREAS the Customer has agreed to provide and Greentec has agreed to accept Electronic Devices from the Customer, subject to the terms and conditions in this Agreement.

NOW THEREFORE in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

INTERPRETATION

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Agreement**” means this agreement, including its recitals and schedules, as amended from time to time.

“**Applicable Law**” means:

- (a) any applicable domestic or foreign law including any statute, subordinate legislation, or treaty, and
- (b) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award, or decree of a Governmental Authority having the force of law.

“**Effective Date**” means the date noted above.

“**Electronic Devices**” means storage, servers, networking equipment, communications and telecom system, hubs, switches, modems, routers, desktop and laptop computers, tablets, cell phones, mobile devices, monitors, printers, projectors and peripherals

including, but not limited to the items set out on Schedule A, as may be modified by Greentec in writing from time to time.

“Governmental Authority” means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.

“Hazardous Materials” means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Applicable Law, including but not limited to the items set out on Schedule B, as may be modified by Greentec in writing from time to time.

“Party” means either Greentec or the Customer. **“Parties”** means Greentec and the Customer.

“Secure Destruction” means using advanced technology to wipe or physically destroy data, hard drives, and electronics. Either in the form of Certified Data Erasure or Certified Shred.

“Services” means the services to be provided by Greentec to the Customer under this Agreement and as more particularly described in Schedule C.

1. SCOPE OF SERVICES.

Greentec shall provide and perform the Services as specified in Schedule “A”.

PRICE AND PAYMENT.

Greentec agrees to pay the Customer recovery pricing as specified in Schedule D. The Customer agrees to pay Greentec the amounts when due for the Services in accordance with the pricing provisions specified in Schedule D (the **“Pricing”**).

Greentec retains the right to set off the payment due to the Customer against any fees owed to Greentec for the Services.

Greentec will issue a Settlement Report upon completion of Services in respect of the Electronic Devices retrieved by Greentec.

Payment shall be made by Greentec to the Customer net thirty (30) days from delivery of Settlement Report to the Customer and if the Settlement Report is in a negative position, Greentec will invoice the Customer for the negative amount and the Customer shall make payment to Greentec within 30 days.

Invoices shall be prepared in a format acceptable to the Customer, acting reasonably, and shall show:

- (a) the Customer's Purchase Order Number;
- (b) the Customer's Contract Number;
- (c) date;
- (d) period covered by the invoice;
- (e) invoice number;
- (f) percent complete or completed quantities, as applicable, for each pay item or fixed price breakdown item;
- (g) contract price;
- (h) invoice amount;
- (i) Greentec's HST Number;
- (j) applicable HST as a separate calculation; and
- (k) total amount to be paid.

Late payments of Greentec invoices are subject to interest at a rate of two percent (2%) per month commencing 30 days after delivery of an Invoice to the Customer. Greentec retains the right to suspend its services to the Customer for non-payment of any Invoice.

GREENTEC COVENANTS AND REPRESENTATIONS.

Greentec will:

- (a) furnish all labour, materials, tools, equipment and other necessary components necessary to perform and provide the Services, unless otherwise provided herein;
- (b) comply with Applicable Laws; and
- (c) will perform the Services in a good and workmanlike manner and in compliance with the standard of care, skill, competence and diligence normally exercised by an experienced and prudent contractor performing services in Canada of a similar nature to those being performed under this Agreement.

Greentec represents and warrants to the Customer that it has all the required authority, skills, expertise, resources, permits and capacity to carry out the Services and to perform its obligations in accordance with the terms of this Agreement.

CUSTOMER COVENANTS AND REPRESENTATIONS.

1.1 The Customer will:

- (a) transfer title to any Electronic Devices to be retrieved by Greentec pursuant to the terms of this Agreement to Greentec immediately upon any such Electronic Devices being loaded for transfer from the Customer's designated site;

- (b) unless otherwise requested by the Customer, transport all Electronic Devices to a Greentec facility at its own cost and expense using a secure mode of transport (bonded, verified) as required to meet the requirements of Government regulations as may be amended from time to time;
- (c) if transport of Electronic Devices is requested by Customer of Greentec, provide safe access to Greentec's designated drivers for the collection and removal of Electronic Devices from the Customer's designated sites;
- (d) ensure all Electronic Devices are securely packed and not place any Hazardous Materials in the Greentec collection containers. Greentec may refuse Services for Hazardous Materials and/or charge the Customer additional fees for the handling of such Hazardous Materials; and
- (e) while in the Customer's possession, keep all Greentec containers, equipment and personal property secure to prevent unauthorized access or removal of Electronic Devices and damage.

The Customer represents and warrants to Greentec that:

it has all the required right and authority to transfer the Electronic Devices to Greentec free and clear of any and all encumbrances or rights of any third party;

title to any Electronic Devices retrieved by Greentec pursuant to the terms of this Agreement will pass to Greentec immediately upon such Electronic Devices being loaded for transport from the Customer's designated site; and

it has all necessary right power and authority to perform its obligations in accordance with the terms of this Agreement.

INDEMNITY

Claim. In this Agreement, "Claim" means any and all liabilities, loss, damages, injuries, judgments, settlements, awards, expenses, legal fees on a solicitor-client basis, claims, demands, actions, suits, remedies, debts, proceedings and causes of action whatsoever, without limitation, whether based upon breach of contract, breach of warranty, failure to meet performance guarantees, tort (including negligence), strict liability, equity or any other legal theory.

Indemnity. Each Party shall defend, indemnify and hold harmless (the "**Indemnifier**") the other Party and any parent, subsidiary or affiliated corporation of the other Party and their respective directors, officers, employees and agents (together, the "**Indemnified Party**") , from and against any and all Claims, whether in respect to Claims suffered by the Indemnified Party or to Claims against the Indemnified Party by third parties, that directly or indirectly arise out of or are attributable to the performance of or the failure to perform the obligations of the Indemnifier, its subcontractors, employees, agents or any other person or entity for whom the Indemnifier is responsible under this Agreement or otherwise at law, except to the extent that such Claims are

caused by the negligence or wilful misconduct of the Indemnified Party or its directors, officers, employees or agents.

Limit of Liability. Notwithstanding anything else herein contained or in law, Greentec's aggregate liability to the Customer is limited to, at the sole discretion of Greentec, direct damages not to exceed value of contract and/or to the specific performance of any Services to be performed by Greentec under this Agreement, and specifically excludes any claim against Greentec for indirect, consequential or punitive damages, including, without limitation, loss of use or loss of profits.

INSURANCE

Greentec shall maintain Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury, death, and property damage including loss of use thereof.

INTELLECTUAL PROPERTY

Any trademarks, brands, logos or other branding, packaging, trade dress, domain names, trade names or business names used in either Party's business ("**IP**") shall remain the exclusive property of the Party and shall not be used by the other Party for any purpose except with prior written authorization and only as necessary for the provision of the Services. Upon termination of this Agreement, each Party shall immediately cease use of the other's IP and return or destroy, as directed, all items or materials bearing the IP of the other Party.

DATA PRIVACY AND SECURITY

Use. The Customer data contained on any Electronic Devices ("**Customer Data**") will not be utilized by Greentec or its subcontractors for any purpose and will not be sold, assigned, leased or otherwise transferred, disposed of or provided to third parties by Greentec or commercially exploited by or on behalf of Greentec.

Customer Data Protection and Security. In addition to other safety and security obligations set forth in this Agreement, Greentec will maintain physical facility procedures, technical and administrative data security procedures and other safeguards for the destruction of and against the loss or theft of or unauthorized access to any of the Customer Data in the possession of Greentec.

CONFIDENTIALITY

Greentec and the Customer (as to information disclosed, the "**Disclosing Party**") may each provide the other Party (as to information received, the "**Receiving Party**") with information about the Electronic Devices or Services and all information related to the business or products of the Disclosing Party not generally known to the public ("**Confidential Information**") as may required for the performance of this Agreement.

The obligations of this Article 10 shall not apply to any portion of Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party,
- (b) is or becomes available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party,
- (c) has been or is subsequently independently developed by the Receiving Party without reference to the Confidential Information, or
- (d) which the Receiving Party is required to disclose by law or by a regulatory body with regulatory authority over the Receiving Party.

The Receiving Party agrees to:

- (a) use the Confidential Information only in connection with this Agreement and permitted uses associated with the Services;
- (b) not use, reveal, release, disclose or divulge the Confidential Information in any form whatsoever to any person or publish in any manner whatsoever, other than as permitted hereby, without the prior written consent of the Disclosing Party; and
- (c) to safeguard the Confidential Information from unauthorized disclosure.

These confidentiality obligations shall govern the exchange of Confidential Information between Greentec and the Customer and shall remain in full force and effect for the duration of this Agreement and thereafter for a period of three (3) years from the date of expiry or termination of this Agreement.

2 TERMINATION

Term. This Agreement may be terminated by either Party, in whole or in part, for any reason and at any time by providing thirty (30) days prior written notice to the other Party.

Obligations on Termination. On termination of this Agreement:

each Party will cease to use the IP and confidential information of the other Party; and
the Customer will return to Greentec any and all Greentec equipment and personal property located on the premises of the Customer.

NOTIFICATIONS

All notices to be given to either Party under this Agreement shall be written and addressed to the Customer and to Greentec as follows:

To the Customer:

The Corporation of the Township of North Huron
274 Josephine Street PO BOX 90, Wingham, Ontario, N0G 2W0
Attention: Public Works Administrative Assistant
Phone #: (519) 357-3550
Email: publicworks@northhuron.ca

To Greentec:

Greentec International Inc.
95 Struck Court
Cambridge, ON N1R 8L2
Attention: Liz Irwin
Facsimile: (519) 624-3300
Email: lirwin@greentec.com

All Invoices, payments of Invoices or Recovery Shares or reports to be provided in connection with this Agreement shall be written and addressed to the Customer and to Greentec as follows:

To the Customer:

The Corporation of the Township of North Huron
Bill to / Pay to Street Address: 274 Josephine Street PO BOX 90
City: Wingham
Province: Ontario
Postal Code: N0G 2W0
Phone: (519) 357-3550

Contact Name: Finance Department
Phone: (519) 357-3550
Email: accountspayable@northhuron.ca

To Greentec:

Contract No:
Account Rep: Liz Irwin
Mobile: 519 807 7429
Email: lirwin@greentec.com

Customer Service: Linda Braga
Direct Line: 519.624.3300 x 261
Email: lbraga@greentec.com

Either Party may modify its addresses for notices as set out above by advance written notice to the other Party.

DISPUTE RESOLUTION

Any dispute or disagreement (a “**Dispute**”) between the Parties arising out of or relating to the validity, construction, meaning or performance of the terms of this Agreement shall be resolved by arbitration, governed by the provisions of the *Arbitrations Act*, 1991 (Ontario) and will take place before a single arbitrator in Toronto, Ontario.

The Parties agree that any Dispute will be conducted in strict confidence and that there will be no disclosure to any person of the existence of the Dispute or any respect of the Dispute except as is necessary for the resolution of the Dispute or as required by applicable laws.

GENERAL

This Agreement shall extend to, be binding upon and endure to the benefit of the respective successors and permitted assigns of the Parties hereto.

Neither Party shall be entitled to assign all or any portion of this Agreement without the prior written consent of the other Party, which consent may be unreasonably withheld.

This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada, as applicable therein and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

This Agreement is the entire agreement between the Parties with respect to the subject matter hereto and shall not be modified, varied or amended except as agreed in writing signed by the Parties. Notwithstanding the foregoing, in the event of any change of Applicable Law, Greentec may, on 15 days prior written notice to the Customer, modify the terms of this Agreement (including fees, recovery pricing, collection options, acceptable materials or any other component) to ensure compliance with any such changes in Applicable Law.

If any part of this Agreement is held to be invalid, illegal or unenforceable, then such part shall be deemed to be deleted from this Agreement and the remainder of this Agreement that is not invalid, illegal or unenforceable shall continue in full force and effect.

This Agreement and all related documents shall be in English.

This Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. Transmission of a copy of the executed signature page of this Agreement by one Party to the other Party by facsimile transmission or e-mail in PDF format, shall be as effective as delivery to such other Party of an original manually executed counterpart hereof.

SURVIVAL

All provisions of this Agreement which by their express terms or nature are continuing shall survive the expiration or termination of this Agreement, including, without limitation, this

provision, and the provisions relating to Sections 3 (Pricing and Payment), 4 and 5 (Warranties and Covenants), 6 (Indemnity), 8 (Intellectual Property), 9 (Confidentiality) and 12 - Notification as well as any provisions which are required to determine, or which exclude or limit, any liability or which are otherwise required to give effect to or interpret any such provisions which are continuing.

The Parties have duly executed this Agreement on the date set forth below with effect as of the Effective Date.

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON, by its
General Partner, THE CORPORATION
OF THE TOWNSHIP OF NORTH
HURON**

Per: _____

Name: Bernie Bailey

Title: Reeve

Date Signed:

Per: _____

Name: Carson Lamb

Title: Clerk

Date Signed:

GREENTEC INTERNATIONAL INC.

Per: _____

Name:

Title:

Date Signed:

SCHEDULE A

ACCEPTED ELECTRONIC DEVICES

Accepted Electronic Devices:

- (a) **IT Data Center and Networking Equipment** Hubs, Switches, Routers, Modems, Access Points, Servers, and Printed Circuit Boards, Programmable Logic Controllers, Relays, Controllers, Spectro-Tracers, etc
- (b) **IT/AV End-Point Devices:** Desktop Computers, Laptops, Tablets, Mobile Phones, Printers, Copiers, Scanners, MFPs, Keyboards, Mice, Cables, Peripherals, Circuit Boards, Memory, Mother Boards, Monitors, TVs, Cable Box, Satellite Box
- (c) **Data and Digital Media Storage,** Hard Drives, SSDs and USB drives
- (d) **Batteries:** Alkaline, Lithium-ion, Sealed Lead, UPS
- (e) **Light Bulbs:** Mercury Fluorescent, Halogen, Incandescent
- (f) Printer Cartridges Ink and Toner.

SCHEDULE B

HAZARDOUS MATERIALS

Ontario Hazardous Waste Management Materials

<https://www.ontario.ca/page/hazardous-waste-management-business-and-industry>

SCHEDULE C

SERVICES

Services:

Electronic Device Recovery: At Customer's request, Greentec will manage retrieval of "end of life" Electronic Devices from the Customers designated sites to Greentec's facilities.

Refurbishing: Greentec will refurbish Electronic Devices for reuse where possible. Before reuse of any Electronic Devices, all asset tags, Customer information or identification will be removed from the Electronic Device and all Customer Data will be deleted from the Electronic Device.

Recycling: If an Electronic Device is not to be refurbished for reuse, Greentec will destroy and recycle the Electronic Device in an environmentally safe and responsible manner.

Reporting: Within 30 days of receipt of a Shipment, Greentec will provide to the Customer a report as to the make, model, serial number and any other identifying asset tag of each Electronic Device received and whether it has been refurbished for resale or destroyed for recycling.

Retrieval/Shipping:

Retrieval Scheduling: To schedule a retrieval of Electronic Devices (a "Shipment"), the Customer will contact Greentec and provide:

the location of retrieval of the Shipment,

a date for retrieval;

the time for retrieval.

The Customer will ensure that all Electronic Devices to be retrieved by Greentec are securely sealed in cardboard boxes or on wrapped pallets, ready for shipping, at the Customer's designated address at the time agreed upon between the Customer and Greentec for retrieval of the Electronic Devices.

If Customer request that Greentec provide for retrieval and shipping of a Shipment, Greentec will, or will notify the Customer as to any third party retained by Greentec to, retrieve the Customer's Electronic Devices.

On request, Greentec will provide the Customer with shipment tracking information for the Shipment.

Confirmation of Receipt of Shipment: On delivery of a Shipment to a Greentec Facility, Greentec will promptly:

- (a) store and process the Electronic Devices in a safe and secure manner, in accordance with Applicable Law, and in accordance with any other requirements as may be agreed to between the Customer and Greentec, each acting reasonably; and

SCHEDULE D

PRICING

PRICING OFFERED TO CUSTOMER

Material Description		Type	Price lb	Unit	Price MT	Unit
Data Bearing Devices	Complete Servers	Rebate	\$0.25	lb	\$ 551	MT
	Networking Equipment, Switches, Routers, Modems, Hubs	Rebate	\$0.25	lb	\$ 551	MT
	Complete Desktops	Rebate	\$0.25	lb	\$ 551	MT
	Complete Laptops	Rebate	\$0.40	lb	\$ 882	MT
	Tablets iPad	Rebate	\$0.40	lb	\$ 882	MT
	Mobile Phones	Rebate	\$0.40	lb	\$ 882	MT
	Cable and Satellite Boxes	Rebate	\$0.25	lb	\$ 551	MT
	Gaming Consoles	Rebate	\$0.25	lb	\$ 551	MT
	Modems, Routers, Switches and Hubs	Rebate	\$0.25	lb	\$ 551	MT
	Hard Drives	Rebate	\$0.25	lb	\$ 551	MT
Non Data Bearing Devices	Circuit Boards	Rebate	\$0.25	lb	\$ 551	MT
	Cables and Wires	Rebate	\$0.25	lb	\$ 551	MT
	Flat Screen Monitors and TVs Scrap	Fee	\$0.09	lb	\$ 198	MT
	Desktop Printers and Peripherals Scrap	Fee	\$0.09	lb	\$ 198	MT
	Printer Cartridges Scrap	Fee	\$0.09	lb	\$ 198	MT
	CRT Monitors and TVs Scrap	Fee	\$0.35	lb	\$ 772	MT
	Wooden Consoles, Rear Projection	Fee	\$0.35	lb	\$ 772	MT
	Mixed Material Sorting	Fee	\$0.20	lb	\$ 441	MT

**Products must be separated in the following 4 categories: Data bearing devices (line 1-15) and high-grade material, flat screen monitors and TVs, CRT monitors and TVs including rear projection, printers and peripherals, low grade items*

LAMP RECYCLING

SKU	Lamp Type	Fee	U/M
60-SE-FTPF	Fluorescent Tubes per foot	\$0.11	/ft
60-SE-FTPC	Plastic Coated Fluorescent Tubes - per foot	\$0.25	/ft
60-SE-FTUO	U or O Shaped Tubes	\$0.50	/ea
60-SE-HID/60-SE-MVMHHIDHPSB	Mercury Vapour, Metal Halide, HID, HIM or High-Pressure Sodium	\$1.65	/ea
60-SE-INCNH/60-SE-FCBHPMR16	Incandescent, Halogen and Compact Fluorescent, MR-16	\$0.35	/ea
60-SE-FTCG	Crushed Glass, Neon Tubes	\$0.80	/lbs
60-SE-FTLCD	All CCFL From LCD Screens / Scanner / Photocopier / Projector Bulbs	\$5.25	/lbs
60-SE-UV	UV Lamps	\$3.50	/ea

BATTERY RECYCLING

SKU	Batteries	Rebate/Fee	Price	U/M
34-HZ-BLI	Lithium ion (laptop batteries tape ends)	Rebate	\$0.15	lb
34-HZ-BLIC	Lithium Ion (Cell Phone batteries tape ends)	Rebate	\$0.15	lb
34-HZ-BMISC	Alkaline less than 10lbs each	Rebate	\$0.00	lb
34-HZ-BLEAD	Lead Acid (Sealed)	Rebate	\$0.05	lb
34-HZ-BNC	Ni-Cd less than 10lbs each	NA	NC	lb
34-HZ-BNMH	Ni-MH less than 10lbs each	NA	NC	lb
34-HZ-BLP	Lithium primary (Button Cell)	Fee	\$2.50	lb
60-SE-SORT	Battery Sorting	Fee	\$0.25	lb

SERVICES AVAILABLE TO CUSTOMER

Service	Cost	Unit of Measure
Transportation	\$135	Hour
Bin Rental	\$125	Month

*** 1 bin and skids/gaylords. Separation process will be in place – bin will be for TVs, and other material to be sorted into gaylords**

***Note:** Market commodity prices may fluctuate. If such fluctuation occur, Greentec reserves the unilateral right, at its sole discretion, on 30 days written notice to the Customer to modify the above-noted pricing of Services and the commodities retrieved from the Electronic Devices as a result of their destruction and recycling.