



TRADEBE

Environmental Services, LLC TM

Thank you for your interest in becoming a for-hire transporter for Tradebe Environmental Services. To become a transporter for Tradebe Environmental Services please provide the following documents and complete the enclosed Audit Questionnaire.

DOCUMENT:	PROVIDED	
• DOT Safety Rating (include copy of certificate)	YES	NO
• MCS-90 Form (or equivalent)	YES	NO
• Certificate of Insurance, listing Tradebe Treatment & Recycling as an additionally insured	YES	NO
• Hazardous Material Registration (include copy of certificate)	YES	NO
• Highway Carrier Assessment Protocol (enclosed in this packet)	YES	NO
• Rates – Supply any rates that are not included in our contract	YES	NO
• Operating authorities	YES	NO
• Provide copies of the states permits/licenses you are authorized to transport any of the following materials,		
○ Hazardous Waste	YES	NO
○ Solid Waste	YES	NO
○ Used Oil	YES	NO
○ Asbestos	YES	NO
○ Polychlorinated Biphenyls	YES	NO
 Prior to a Permit/License expiring please provide Tradebe updated Permits/Licenses. If a Permit/License is revoked please notify Tradebe immediately.		
• Hazmat Security Plan HM-232 (or certification of compliance)	YES	NO

This information will be treated as confidential. In addition, please include any information regarding specific capabilities or services offered by your company.

Please submit all information to: us.logistics@tradebe.com

We would like to thank you in advance for all your cooperation. Please feel free to email us.logistics@tradebe.com with any questions.

Sincerely,

Peter Olsen
Director of Transportation



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Environmental Services, LLC TM

Audit Questionnaire

Transporter Name: _____

Transporter Mailing Address: _____

Parent Company Name: _____

Parent Company Mailing Address: _____

Public or Private Company: _____

Transporter's USEPA ID#: _____

US DOT Number: _____

Point of Contact: _____

Dispatch Contact: _____

Compliance Contact: _____

Phone Number: _____

E-mail Address: _____

1.) Type of Carrier: Truck load _____ LTL _____ Bulk/Tank _____

2.) Equipment: Tractors owned by company _____
 Tractors owned by owner / operator _____
 Straight Trucks owned by company _____
 Straight Trucks owned by owner / operator _____
 Trailers / Tanks owned by company _____
 Trailers / Tanks owned by owner/ operator _____
 Refrigerated Trucks YES NO
 Refrigerated Trailers YES NO

3.) Drivers Union _____ Non-Union _____
 Number of company drivers _____
 Number of owner / operators _____

4.) Company Safety indicators:

- DOT reportable accident rate per million vehicle miles:
 Current year _____ Previous year _____ Two years previous _____
- Insurance Carrier: _____
 Liability limits: _____ Deductible: _____
 o Please provide a copy of the Certificate of Insurance and updates as the certificate is renewed.
- Current Bureau of Motor Carrier Safety survey: _____
- Date of last BMCS safety survey: _____
 Violations recorded: _____



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Environmental Services, LLC TM

Audit Questionnaire

5.) Authority to Transport:

Are you authorized to,

- | | | |
|--|-----|----|
| • Export hazardous waste? | YES | NO |
| • Transport hazardous waste domestically | YES | NO |
| • Transport solid waste | YES | NO |
| • Transport used oil | YES | NO |
| • Transport asbestos | YES | NO |
| • Transport polychlorinated biphenyls | YES | NO |
| • Transport explosives | YES | NO |
| • Transport radioactive waste | YES | NO |
| • Transport medical waste | YES | NO |

6.) Driver qualifications:

New Company Drivers: (Class A&B)

- Minimum age: _____ Road experience: _____
- Company road test: YES NO Physical exam required: YES NO
- Number of moving violations permitted: _____
- Number of reportable accidents: _____
- Previous employment history check: YES NO How many years: _____
- Conducted by: Telephone _____ Letter _____ Fax _____
- Motor vehicle record review: YES NO Period examined _____
- Decision to hire made by: (list title) _____
- Minimum education required: _____
- Has the Drivers conducted transfers to a rail carriers YES NO
- Other requirements: _____

6.) Owner / Operators and Subcontractors

Owner / operators:

- Supply list of requirements used to select owner / operators.

Provide List of Third Party Subcontractors

- _____
- _____
- _____
- For a list greater than 3 Subcontractors please provide on a separate sheet of paper. Please also provide completed Tradebe Transporter Audit Questionnaire for each Subcontractor.



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Audit Questionnaire

7.) Driver Training:

- Organized driver training provided for
Company drivers: New _____ Existing _____
Owner / operators: New _____ Existing _____
- Length of training sessions for new drivers: _____
- Frequency of ongoing training: _____
- Type of training used: (Place an X for any that apply)
Lecture: _____ Video Cassette: _____ Tape/Slide: _____
Personal discussion: _____ Movie: _____ Literature/self taught: _____
Other: _____

8.) Topics Covered:

- | | | |
|---|-----|----|
| • Speeding Policy | YES | NO |
| • Alcohol/narcotics/drug abuse | YES | NO |
| • Hazardous materials regulations | YES | NO |
| • Hazardous waste regulations | YES | NO |
| • Hazardous materials identification on shipping papers | YES | NO |
| • Completing a Hazardous Waste Manifest | YES | NO |
| • Trained in Managing Hazardous Waste | YES | NO |
| • Placarding | YES | NO |
| • Emergency procedures | YES | NO |
| • Rail/ highway grade crossing procedures | YES | NO |
| • Vehicle inspections | YES | NO |
| • Driver logs | YES | NO |
| • Loading/bracing/blocking | YES | NO |
| • Customer site safety rules policy | YES | NO |
| • Loading / unloading procedure | YES | NO |
| • Equipment operation | YES | NO |
| • Equipment inspections | YES | NO |
| • Immediate emergency response measures | YES | NO |

9.) Training administered by:

- Company staff _____ Driver / trainer _____ Professional firm _____
- Records of training subjects maintained for each driver YES NO

10.) Driver management:

- Do you have call-in requirements for drivers after dispatch?
Yes _____ No _____ If yes, Daily _____ Other _____



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- Method of communications:
Radio____ Cell phone____ GPS____ Telephone____ Other_____
- Do you have a speed limit policy YES NO
If yes, list policy_____
- Do you have speed controls on equipment? _____
If yes, list controls: _____
- Do you use company surveillance of driver performance YES NO
- Do you use outside agents to monitor drivers YES NO
If yes, list agent: _____
- Are drivers required to report traffic violations YES NO
- Do you have policies for logging violations YES NO
If yes, how are they handled? Written_____ Verbal_____ Other_____
- Are complaints recorded YES NO
If yes, are they reviewed with the driver_____ Safety Team_____
- Do you have a program to recognize safety performance YES NO
If yes, describe program_____
- Are passengers allowed in cab YES NO
If yes, state policy_____
- Who maintains hazardous material permits? _____
- Do you conduct driver performances reviews YES NO
- Do you have an ongoing safety program YES NO

11.) Incident communications:

- List 24-hour emergency # _____
Is emergency number listed on the shipping papers YES NO
- How is CFR 49-394.9, Reporting of accidents reviewed with drivers?
Classroom_____ Driver training_____ Driver reads regulations_____ Other_____
- Are trip packs provided for drivers to use in the event of an accident? YES NO
- Is a written accident report required of the driver YES NO
If no, who prepares? _____
- Who calls local authorities in the event of an accident?
Driver_____ Dispatcher_____ Safety supervisor_____ Other_____
- Who calls CHEMTREC if required? _____
- Is shipper notified of incidents YES NO
- Is the Driver required to take a drug test? YES NO



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12.) Emergency Response:

- Do drivers have Emergency Response Guide book (DOT P5800.2 or equivalent) in their vehicle? _____
- Does carrier have emergency response capabilities? _____
- Does carrier use outside services for emergency response? _____
If yes, list services _____
- Does carrier have recovery drums on vehicle YES NO
- How is response team activated? Driver calls _____ Dispatch calls _____

13.) Vehicle inspection:

- Vehicle inspections
Pre-trip _____ Form used _____
Post-trip _____ Form used _____
Inspection follow up by Mechanic: _____ Foreman _____
Other _____
- Shop inspections:
At what frequency? _____
Items Checked – Trucks
Steering mechanism _____ brakes _____ engine hoses _____
Fluid levels _____ lights _____ windshield glass _____
Tires _____ couplings / air hose _____ fifth wheel _____
Items checked – Trailers
Undercarriage _____ tires _____ floor _____ sidewalls _____
Brake adjustment _____ lights _____ doors _____

14.) Equipment Maintenance:

- Where is maintenance performed
Company shop _____
Outside shop _____
- What is the frequency of scheduled preventive maintenance?
Trucks _____
Trailers _____
- Major overhaul interval: _____
- Tire replacement policy:
Steering axle _____
Tractor drive axle _____
Trailer _____
Are recaps used? _____ If yes, where?
- Does the Company provide its own roadside service? YES NO
- How is maintenance service audited? _____



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Audit Questionnaire

15.) Cargo Tank Inspection and Testing:

- Where are visual inspections performed?
Company facility _____
Outside facility _____
- Where is hydrostatic testing performed?
Company facility _____
Outside facility _____
- Where is relief valves bench tested and inspected?
Company facility _____
Outside facility _____
- What is the Visual inspection interval for cargo tanks? (MC 307,312) _____
- What is the hydrostatic test interval for cargo tanks? (MC 307,312) _____
- What method is used for pre-trip inspections? _____
- What method is used for post-trip inspections? _____

16.) Transfer Stations:

- Does transporter use a transfer station YES NO
If yes please answer the following
- Location of transfer station _____
 - For multiple transfer stations please provide a list with applicable information
- Owner of transfer station _____
- Is rail available at transfer station? YES NO
- Is transfer station subject to State and/or Federal Regulations? YES NO
- Is the transfer station subject to State/Federal inspections? YES NO
- Has the transfer station received any violations for the past 5 yrs? YES NO
If yes, please list _____
- Transfer station permit (s) numbers _____
- How many days is hazardous waste held _____
- Is there an individual on site? _____
- Method of security _____

- Describe surrounding area of transfer station (heavy industry, light industry, residential. Please identify what is to the North, South, East, and West _____

- Where are the vehicles parked (concrete, asphalt, or soil/gravel)? _____



TRADEBE
Environmental Services, LLC TM

Audit Questionnaire

Comments:



THIRD PARTY TRANSPORTER AGREEMENT

This Agreement (the "Agreement") is made on this ____ day of _____, 202__, by and between Tradebe Environmental Services, LLC, a Delaware limited liability company, with its principal place of business at 1433 E. 83rd Ave, Suite 200, Merrillville, IN 46410, for itself and its subsidiaries and affiliates, ("Tradebe"), and _____, a _____ (state) [corporation] [limited liability company] with a principal place of business at _____ (address of customer) (the "Transporter").

Tradebe is in the business of providing collection, abatement, remediation, management, transportation, disposal, treatment and recycling of waste materials, emergency response, industrial cleaning, oil reclamation and recycling, petroleum products services, barge cleaning, railcar cleaning and other ancillary services that may produce or involve waste materials (collectively "Wastes") that may require transportation from time to time; and

Transporter is in the business of providing transport services (equipment and carriage) for over-the-road transportation of materials including Wastes, and has been designated an Approved Third Party Transporter by Tradebe; and

Tradebe and Transporter desire to establish the terms and conditions pursuant to which Services (defined below) will be provided by Transporter to Tradebe.

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

- 1. Scope of Services.** This Agreement shall govern all transportation Services provided by Transporter to Tradebe. Services shall include (a) pickup, dropoff, and transport of Waste or other materials, (b) drivers, and (c) power and (unless provided by Tradebe pursuant to Interchange Agreement) carriage equipment for carriage of such materials; in all cases subject to further or more specific designation of scope as is set forth in a Services Authorization ("Services").
- 2. Term of Agreement.** Subject to Section 8 (Termination) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date first written above; provided, that this Agreement shall automatically renew for additional terms of one (1) year each unless either party delivers to the other party a written notice at least 60 days (but not more than 90 days) prior to the expiration of the then current Term stating its intention not to renew this Agreement.
- 3. Mutual Obligations.**
 - (a) Each party shall at all times comply with all provisions of federal, state and local laws, ordinances, and regulations that apply to performance of its obligations under this Agreement.
 - (b) Specific Services engagements shall be initiated only by completion and execution by both parties, prior to commencement of Services, of a services authorization substantially in the form attached hereto as Exhibit A ("Services Authorization").
 - (c) If a Services Authorization specifies use of carriage equipment owned by Tradebe, both parties shall execute a trailer interchange equipment agreement substantially in the form attached hereto as Exhibit B ("Interchange Agreement").

- (d) Each party represents and warrants that it is under no legal restraint or order which would prohibit the performance of its obligations under this Agreement.
- (e) Each party shall comply with all remaining provisions of this Agreement including, for the avoidance of doubt, the provisions headed Price and Payment Terms, Payment Disputes, Termination, Confidential Information and Miscellaneous.

4. Transporter Specific Obligations.

- (a) Transporter shall maintain its status as an Approved Third Party Transporter. An “Approved Third Party Transporter” means a transporter that has (a) obtained initial audit approval from Tradebe following completion of the audit questionnaire issued by Tradebe, and (b) for periods beyond the initial year, obtained annual reauthorization approval from Tradebe following Transporter’s completion of the Annual Reauthorization Approval requirements as set forth in Exhibit C, which requirements are subject to revision from time to time by Tradebe upon prior notice to Transporter.
- (b) Title to Waste, together with all responsibility and liability in connection therewith, including all obligations under applicable law with respect to packaging, inspection, and emergency response, will pass to Transporter upon Transporter’s acceptance of the Waste upon pickup from the pick up location. Title to Waste will remain with Transporter until such time as the Waste is unloaded and accepted at the drop off location.
- (c) Transporter shall provide all supervision, labor and (except for Tradebe equipment under an Interchange Agreement) equipment for the performance of the Services.
- (d) Transporter shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Federal Motor Carrier Safety Administration and the Occupational Safety and Health Act.
- (e) Transporter shall, and in executing a Services Authorization represents that it does, hold all necessary permits and licenses required for the performance of the Services and shall perform the Services in compliance with all federal, state and local laws, regulations and ordinances.
- (f) Transporter equipment shall, and in executing a Services Authorization Transporter represents that such equipment does, meet all Department of Transportation requirements for transport of materials described in the Services Authorization.
- (g) For all Services for which the Services Authorization specifies payment on a time and/or materials basis, Transporter shall maintain accurate records supporting invoiced charges for a period expiring two (2) years following completion of the Services. Transporter shall provide Tradebe with a copy of such records upon written request.
- (h) In regard to confirming the composition of materials being transported under the Services Authorization:
 - (aa) If Transporter is transporting materials picked up by Transporter from a facility that is not owned or leased by Tradebe, and Tradebe has not provided Transporter with a written description of such materials or, in the case of Hazardous Waste, an approved waste profile, Transporter shall obtain, from the shipper, the shipper’s written description of materials or approved waste profile, as the case may be. A copy of this description or waste profile shall be provided to Tradebe. If Transporter has any questions regarding approval to pick up such materials, Transporter shall contact Tradebe before accepting the materials.
 - (bb) If Transporter is transporting materials picked up by Transporter from a facility that is not owned or leased by Tradebe, and Tradebe has provided Transporter with a written description of such materials or, in the case of

Hazardous Waste, an approved waste profile, for materials that are for pick up, Transporter shall obtain, from the shipper, the shipper’s authorized signature on a copy of such description or waste profile, to confirm that materials as delivered conform to the description or waste profile. A copy of this signed description or waste profile shall be provided to Tradebe. For materials in this category (Tradebe has provided description or waste profile) that are being transported to a facility owned or leased by Tradebe, Tradebe shall not be required to accept tender of materials at that facility without presentment of the description or waste profile signed by the shipper, and shall have no obligation to pay for the transportation Services associated with the materials.

(cc) Transporter shall obtain, from the shipper at time of pick up, a copy of the waste manifest for materials picked up. A copy of this signed description or waste profile shall be provided to Tradebe.

- (i) Transporter shall visually inspect all materials, packaging and loads prior to taking custody of a load and shall not accept tender of packaged materials from the shipper where the packaging is damaged or leaking upon visual inspection at time of pick up or where the packaging is inconsistent with the DOT packing class for the materials offered for transport as described on the shipping papers.
- (j) If Transporter refuses to accept and pick up materials at the pick up location, because upon visual inspection (i) the materials do not conform to the description or waste profile, or (ii) the packaging is damaged, leaking or in apparent noncompliance with DOT requirements, Transporter will immediately notify Tradebe before proceeding further. A reasonable and justified refusal to accept or pick up materials for the foregoing reasons will not be deemed a breach of this Agreement.
- (k) Transporter shall procure and maintain at its own expense the following insurance coverage. All coverage shall be written on an “occurrence” basis except for Pollution Liability coverage, which may be written on a “claims made” basis. The insurance coverage shall be maintained (a) during the term of this Agreement for coverage written on an “occurrence” basis, and (b) during the term of this Agreement and for two (2) years following expiration or termination of this Agreement for coverage written on a “claims made” basis. Policy limits may be met by a combination of underlying coverage and excess/umbrella coverage that “follows form” the underlying coverage.

Coverage	Policy Limits	Maximum Deductible or Self Insured Retention
Workers Compensation	Statutory	
Automobile Liability	\$2,000,000	\$100,000
MCS-90 Endorsement (if transporting hazardous waste)	\$5,000,000	
General Liability	\$2,000,000 per occurrence \$2,000,000 products-completed operations aggregate \$2,000,000 general aggregate	\$50,000 per occurrence
General Liability - Umbrella	Minimum \$5,000,000 per occurrence Minimum \$5,000,000 combined aggregate	\$10,000 per occurrence
Pollution Liability	Minimum \$5,000,000 per incident Minimum \$5,000,000 aggregate	\$100,000 per incident

The insurance policies providing this insurance coverage shall provide for waiver of subrogation against Tradebe. Tradebe and Tradebe’s affiliate Tradebe Treatment and Recycling, LLC, shall be listed as additional insureds. The insurance policies shall be primary as to any other policy of Transporter. Transporter shall provide Tradebe at least

thirty (30) days prior written notice of cancellation or expiration of any such policies.

Transporter shall furnish an ACORD form certificate(s) to Tradebe evidencing these insurance coverages prior to commencement of Services under a Services Authorization.

- (l) Transporter agrees to indemnify, defend and hold Tradebe, together with its officers, directors, shareholders, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, claims, penalties, forfeitures, damages, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, investigation, expert fees and reasonable attorney's fees) (hereafter referred to collectively as "claims") which the Indemnified Parties may incur, become responsible for or pay as a result of: (1) death or bodily injury (including sickness, disease and emotional or mental distress) to any person; (2) destruction of or damage to any materials, property or equipment (including loss of use); (3) contamination of or adverse effects on the environment or a facility; (4) any violation of governmental laws, regulations or orders, including directives of properly constituted governmental authorities as a result of the release of any toxic or hazardous substances, each of which as may be caused by Transporter's breach of any representation or warranty, default in the performance of any term or provision of this Agreement; or negligent act or omission of an Transporter, its employees, subcontractors (if any), agent or representatives. For the avoidance of doubt, this obligation extends to any incidents that occur while materials being transported are in the custody or control of Transporter. The indemnification obligations of Transporter (aa) are absolutely conditioned upon Transporter receiving prompt written notice of a claim for indemnification from an Indemnified Party or claimant after an Indemnified Party is served with a claim or becomes aware of an event giving rise to a claim for indemnification, (bb) shall survive the termination, expiration, or cancellation of the Agreement for a period of five (5) years, and (cc) shall not extend to claims for loss of profits or any indirect, special, incidental or consequential damages of any kind whatsoever.

5. Tradebe Specific Obligations.

- (a) In regard to confirming the composition of materials being transported under the Services Authorization:
- (i) If Transporter is transporting materials picked up by Transporter from a facility owned or leased by Tradebe, Tradebe shall provide Transporter with a written specific description of materials, including a hazardous waste profile for all materials that are Hazardous Waste. Tradebe warrants that all Hazardous waste tendered to Transporter shall conform in all material respects to the waste profile.
 - (ii) If Transporter is transporting materials picked up by Transporter from a facility owned or leased by Tradebe, Tradebe shall provide transporter with a copy of all manifests required by law.
 - (iii) If Transporter is transporting packaged materials picked up by Transporter from a facility owned or leased by Tradebe, Tradebe warrants that packaging shall not be damaged or leaking at time of pickup. Transporter shall nonetheless visually inspect all materials, packaging and loads prior to taking custody of a load, as set forth in Section 4.(i) of this Agreement.
- (b) Tradebe shall promptly review documents and information provided by Transporter in connection with the Annual Reauthorization Approval.

6. Price and Payment Terms.

The price for Services shall be set forth in the Services Authorization. Unless otherwise specified in a Services Authorization, payment terms shall be net thirty (30) days from the date of invoice. Invoices shall not be dated prior to completion of Services. Tradebe shall be responsible for all out of pocket costs, including reasonable attorneys' fees, incurred by Transporter to collect any payments due under this Agreement.

7. Payment Disputes.

In the event of a bona fide dispute regarding any amount to be paid pursuant to any invoice, or any portion thereof, Tradebe shall within ten (10) days of receipt of the invoice give written notice to Transporter of such disputed invoice, or disputed portion thereof, together with reasonable substantiation of such dispute and any supporting documentation. Tradebe and Transporter shall use their respective best efforts to resolve such dispute within ten (10) days. Upon resolution, Tradebe shall pay to Transporter, as applicable, the settled amount of the disputed portion of the invoice within ten (10) days. For clarification, Tradebe shall be required to pay the undisputed portion of any invoice on agreed payment terms. Acceptance of the undisputed portion of any invoice shall not constitute accord and satisfaction and shall not serve as a waiver of claim for the disputed portion of the invoice.

8. Termination.

- (a) Termination by Tradebe. Tradebe may give Transporter notice of termination of this Agreement if Transporter breaches any of its representations or warranties, or any other of its obligations, under this Agreement. Tradebe shall provide Transporter with notice of the breach, stating the breach with reasonable particularity, and Transporter shall have thirty (30) days following such notice to cure the breach, unless it cannot be cured, before the effective date of termination. Tradebe may also terminate this Agreement for convenience upon not less than sixty (60) days' notice to Transporter.
- (b) Termination by Transporter. Transporter may give Tradebe notice of termination of this Agreement if Tradebe breaches any of its representations or warranties, or any other of its obligations, under this Agreement. Transporter shall provide Tradebe with notice of the breach, stating the breach with reasonable particularity, and Tradebe shall have thirty (30) days (ten (10) days in cases of nonpayment of undisputed portions of invoices) following such notice to cure the breach, unless it cannot be cured, before the effective date of termination.
- (c) Automatic Termination. This Agreement shall automatically terminate if, as and when the Transporter's Annual Reauthorization Approval has lapsed.
- (d) Termination Prior to Completion of Services. In the event Tradebe terminates this Agreement for convenience prior to the completion of Services under a Services Authorization, the effective date of termination shall automatically be extended to the date upon which such Services are completed.

9. Confidential Information.

- (a) As used in this Agreement, "Confidential Information" means: (1) a party's know-how, trade secrets, proprietary information, documents, reports and studies; (2) information a party identifies from time to time as confidential; or, (3) information that should be treated as confidential under the circumstances surrounding its disclosure, including sales and marketing information, the contents of this Agreement and any attachments or related agreements.
- (b) Each party, and the officers, employees, advisors, agents, and assigns of each, must hold all Confidential Information in strict confidence. Each may use Confidential Information only for purposes established by this Agreement and must not divulge or communicate any Confidential Information to any person or entity except as permitted by subsection (g) below. This Agreement does not grant either party any proprietary rights in Confidential Information belonging to the other.
- (c) Each party must take all necessary steps to keep the Confidential Information confidential. Each may disclose Confidential Information only to its officers, employees, advisors, agents and assigns who have a need to know Confidential Information in the course of fulfilling the obligations of each party under this Agreement.

- (d) Either party must immediately notify the other if it discovers any unauthorized use or disclosure of Confidential Information. The discovering party must then cooperate with the other party to regain possession of the Confidential Information and prevent its further unauthorized use or dissemination.
- (e) If either party breaches the obligations established in this Section 9 (Confidential Information), such party consents to the granting of temporary, preliminary or final injunctions, without proof of the non-breaching party's actual damages, because remedies at law may be inadequate.
- (f) Each party must promptly return to the other party all Confidential Information, related records and all copies of Confidential Information on the expiration or termination of this Agreement.
- (g) If: (aa) a court of competent jurisdiction issues a subpoena or court order; or, (bb) health, human safety, or property is at risk; or, (cc) reasonably required to comply with any federal, state, or local law, regulation, or rule or permit; or, (dd) to enforce its rights under this Agreement; then either party may, without violating the terms of this Agreement, disclose such Confidential Information as is reasonably necessary with respect thereto.

10. Miscellaneous.

- (a) Bankruptcy. In addition to all other rights or remedies provided by law, either party may, except as otherwise provided by applicable law, terminate this Agreement by written notice to the other party, in the event that: (a) either party shall become insolvent or make a general assignment for the benefit of creditors; (b) either party admits in writing the inability to pay debts as they mature; (c) a trustee or receiver is appointed by any court with respect to the assets or any substantial portion of the assets of either party; or (d) an action is taken by or against either party under bankruptcy or insolvency law or laws relating to the relief of debtors, including the United States Federal Bankruptcy Code.
- (b) Rights Cumulative. The parties' rights under this Paragraph 13 are in addition to, and not in substitution of, all other remedies available to the parties under this Agreement, at law, or in equity.
- (c) Excuse of Performance (Force Majeure). The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, pandemics or sabotage, lack of adequate fuel, power, raw materials, labor, transportation facilities, or destruction facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); or compliance with any order, request, or control of any governmental authority or persons purporting to act therefor, provided, however, that any such order, request or control is not the result of either party's failure to comply with applicable laws, permits and regulations. The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.
- (d) Notice. Any notices, consents, claims, demands or other communications required hereunder shall be in writing and shall be deemed received on the following dates: when personal delivery is made (with written receipt); when received by the addressee if sent by U.S. mail with return receipt requested or a nationally recognized overnight courier (receipt confirmation); on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the fifth business day after the date mailed by first class mail, postage prepaid.

Such communications must be sent to the respective parties at the following addresses:

Transporter:

Attn: _____

TRADEBE:

Tradebe Environmental Services LLC
234 Hobart Street
Meriden, CT 06450
Attn: General Counsel

- (e) Independent Contractor. Transporter shall be fully independent in performing Services covered by this Agreement and shall not act as an agent or employee of Tradebe. As such, Transporter shall maintain complete control of, and be solely responsible for, its employees, subcontractors, agents and operations.
- (f) Limitation of Liability. Neither Tradebe nor Transporter shall be liable for indirect, special, incidental or consequential damages of any kind whatsoever.
- (g) Severability. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
- (h) Assignment. Neither party may assign its rights or delegate its duties under this Agreement to any other person or entity, by operation of law or otherwise, without the other party's prior written consent, except that Tradebe may assign or delegate to a wholly owned subsidiary of Tradebe or to an entity that succeeds to the business of Tradebe pursuant to a merger, asset sale, stock sale or other business combination. This Agreement is binding upon and inures to the benefit of a party's successors and permitted assigns.
- (i) Entire Agreement. This Agreement and any Exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersede any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additionally, conflicting or different terms on any quote, proposal, purchase order, order confirmation or acknowledgement, or other preprinted document issued by either party shall be void and are hereby expressly rejected. Any modifications to this Agreement shall be in writing, shall expressly refer to this Agreement and specific changes hereto, and shall be signed by Tradebe and Transporter, to be enforceable.
- (j) Order of Precedence. In the event of any conflict or inconsistency between the provision of this Agreement and transaction documents that are either incorporated by reference in this Agreement or that are issued by the parties in furtherance of performance under this Agreement, the following order of precedence in interpretation shall apply: (i) this Agreement, and (ii) modifications (amendments) to this Agreement that are executed in strict compliance with the Entire Agreement subsection of this Agreement,
- (k) Survival. In addition to survival periods expressly stated elsewhere in this Agreement, (aa) the provisions contained in Section 9 (Confidential Information) shall survive the expiration or other termination of this Agreement for a period of five (5) years, and (bb) the provisions contained in Sections 6 (Price and Payment Terms), 7 (Payment Disputes), and 10 (Miscellaneous) shall survive the expiration or other termination of this Agreement for an indefinite period.
- (l) Choice of Law; Jurisdiction; Venue. This Agreement shall be construed and interpreted according to the laws of the State of New York, without any consideration being given to the conflicts of laws principles adopted or followed under the laws of the State of New York. Any lawsuit brought regarding this Agreement or any of its terms shall be brought solely in the state or federal courts located in New York.

- (m) Dispute Resolution. Tradebe and Transporter agree that if a dispute between them arises concerning any aspect of performance by either party under the terms of this Agreement, prior to seeking any other remedies, including seeking relief through arbitration or litigation (except any proceedings for an injunction to enforce the terms of Section 9 (Confidential Information), the aggrieved party shall give written notice to the other party describing the disputed issues and the reasons why the aggrieved party is entitled to the resolution of those issues sought. Within thirty (30) calendar days after the receipt of such a notice, the parties shall meet in an effort to resolve the issues in dispute. If after such meeting any aspect of the dispute remains unresolved for a period of an additional thirty (30) calendar days, one designee with appropriate authority from each party who has not been directly involved in the negotiation or performance under this Agreement shall meet in a further attempt to resolve the dispute. If the dispute has not been resolved within an additional thirty (30) calendar days after the first meeting of such executives, then Tradebe and Transporter may agree to engage in private mediation with a mutually agreeable mediator, with each party bearing an equal share of the mediator's fees, unless agreed to otherwise by the parties. If the parties forego mediation or unable to resolve the dispute following mediation, the parties agree that the dispute shall be resolved in accordance with the laws of the State of New York.

- (n) Electronic Signature and Counterparts. Both parties expressly stipulate that, to the extent allowed by law, any documents contemplated pursuant to this Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party. Such electronic signature shall be deemed to be an original signature and any document bearing an electronic signature shall be deemed a valid document bearing a signature affixed by hand. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

- (o) Waiver. Neither party's delay in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

- (p) Reproductions. This Agreement and all documents relating hereto and thereto may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence.

- (q) Headings. Section headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Transporter: _____

Tradebe Environmental Services, LLC

By: _____
Duly Authorized

By: _____
Duly Authorized

Printed Name: _____

Printed Name: _____