



MASTER SERVICES AGREEMENT

If incorporated by reference, these terms and conditions shall apply to purchasers of certain commodities (each a "Contractor") from **Quest Resource Management Group, LLC** ("Quest").

1. **Services.**

- a) Contractor shall comply with all local, federal, and provincial regulations and ordinances when performing the Services.
- b) Contractor shall use, handle and/or dispose of all collected commodities at a landfill and/or disposal facility that meets or exceeds all local, federal, and provincial regulations and standards.
- c) The Contractor is expected to have resources available that would allow a smooth transition of commodities to Contractor.
- d) If a service location contacts Contractor directly, then Contractor shall refer the service location to Quest at 1-877-321-1811. All aspects, including pricing, of this Agreement, any Scope of Work and/or any Schedule A are confidential and should not be shared or disclosed with another third party including the service location.
- e) If Contractor causes a service disruption that is due to their actions, Contractor is responsible for any man hours or other charges related to the service disruption.
- f) Contractor must return the waste equipment to the same spot at the service location from where it was prior to servicing unless otherwise specified by Quest.
- g) Contractor must also return waste equipment to the service location empty, and in the same condition as before it was hauled.
- h) If Contractor discovers contamination, Contractor will notify Quest within 24 hours and provide pictures of contamination.
- i) Contractor shall be responsible for any and all damages that occur while providing Services in accordance with this Agreement.
- j) Except for clean, non-hazardous recyclable material, title to waste material or hazardous material of any kind shall either (i) pass from Quest's Client to the Contractor when it is collected by Contractor, or (ii) pass from Contractor to Quest's Client when the same is delivered to Quest's Client. For avoidance of doubt, except for clean, non-hazardous recyclable material, Quest shall never be considered an owner, bailee or hauler of any solid waste, hazardous waste, equipment or material.

2. **Compensation.**

- a) Rates of compensation will be as stated in a Schedule A.
- b) Contractor shall pay Quest the fees and amounts set forth on Schedule A issued by Quest. The fees represent the exclusive compensation due to Quest from Contractor under this Agreement.
- c) Any sales use or manufacturer's tax which may be imposed upon the sale or use of product, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this Agreement are in addition to the quoted prices and are to be separately listed on Quest's invoice and paid to Quest.
- d) Quest may recoup, set-off, or credit against amounts owed to Contractor any amounts that Contractor owes to Quest on any matter, whether or not related to the Services, any Schedule A or this Agreement. The right to off-set any amounts due by Contractor to Quest shall not cause Quest to incur any additional fees.

3. **Payment Terms.**

- a) Commodity payments are to be paid by Contractor to Quest pursuant to the terms of the relevant Schedule A, but in no case shall the due date exceed thirty (30) days from the end of the month of service with weight tickets attached (if not previously provided during the month). Contractor's failure to timely pay invoices will result in a default charge being imposed at one and one-half percent (1.5%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. If Contractor remains in default more than thirty (30) days after receipt of an invoice, Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs.
- b) Quest may recoup, set-off, or credit against amounts owed to Contractor any amounts that Contractor owes to Quest on any matter, whether or not related to the Services, any Schedule A or this Agreement. The right to off-



set any amounts due by Contractor to Quest shall not cause Quest to incur any additional fees.

- c) On each invoice to Quest, Contractor will submit on, or with, each invoice the following information:
 - 1) Date of Service (which includes Invoice Date, Service Date (if ticketed service), and Service Range (ex. Standard monthly service))
 - 2) Service Location (which includes Service Address, Site Number, and Site Name)
 - 3) Service Level
 - a. Service Description (Equipment type, Equipment size, Equipment Qty, Waste Stream, and Frequency)
 - b. Service Category (which includes, but is not limited to compactor haul, compactor disposal, open top dumpster delivery, open top dumpster haul, and/or open top dumpster disposal)
 - c. Weight of MSW and/or Recycling disposed or recycled (If Applicable)
 - d. "Construction" label added for construction related services (If Applicable)
 - e. Quest Purchase Order number for ticketed services (If Applicable)
 - 4) Itemized list of contracted costs for each service

4. **Reporting.**

- a) Contractor must generate and submit to Quest an activity report that lists the Sites at which scheduled Services have been performed including the required exception reporting regarding any services that could not be performed in accordance with Quest's designated reporting template. Please see the Reporting Template, Attachment A, for details on the required information and formatting. This report is submitted electronically to Quest by the 5th of the month.
- b) As requested, and directed by Quest, Contractor agrees to utilize the electronic upload processes whether via email submission to Accounting@QuestRMG.com or via Quest Vendor Portal upload.
- c) Quest requires weight or tonnages to be included on the invoice and Purchase Order invoices for requested service of Roll-off Containers, as well as any required documentation stated on any Scopes of Work. Quest reserves the right to request and obtain copies of actual weight or disposal tickets for services provided. Contractor will provide such weight or disposal tickets within one (1) business day of written request or on such recurring basis as may be requested by Quest.

5. **Term and Termination.** This Agreement shall commence on the execution date of a Schedule A between Contractor and Quest (the "**Effective Date**") and shall continue until terminated in accordance with this Agreement. Quest may terminate this Agreement for any reason. If Contractor breaches this Agreement or any Schedule A under it, Quest shall give Contractor ten (10) days to cure such breach. Quest reserves the right to terminate the contract, for any reason, with thirty (30) days' written notice of termination to the Contractor. During the term of this Contractor agrees to non-circumvent any business arrangement and not pre-empt, solicit, attempt to obtain, interfere with, improperly diminish, or otherwise seek direct or indirect control of any existing business arrangement of Quest. The foregoing, includes without limitation, a covenant by Contractor not to, directly or indirectly, on its own behalf or on behalf of any person or entity, negotiate, interfere with, or enter into or consummate any business transactions with or as to any of Quest's business partners, principals, employees, agents, subcontractors, vendors, or any other affiliate or associated party (investors, lenders, etc.) related to the Services to be provided hereunder, except as permitted in writing by Quest.

6. **Insurance.**

- a) By accepting and signing this Agreement the Contractor acknowledges the need and will keep current the appropriate level of insurance mandated by state and local requirements, as well as any requirements set forth on this Agreement.
- b) Contractor and any subcontractors utilized by Contractor shall maintain in full force and effect insurance of the following kinds and amounts, and meeting such other requirements as set forth below.
 - 1) Statutory Workers' Compensation and Employer's Liability coverage for all of its employees, including occupational disease coverage, as required by applicable law and employer's liability with limits of at least \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.



- 2) General Liability Insurance written on an “occurrence” basis with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage in a form providing coverage not less than a standard commercial general liability policy including hazards of operation coverage, broad form property damage liability coverage, products/completed operations coverage and coverage for insured contracts with liability limits equal to at least the limits in this section.
- 3) Automobile Liability including protection for automobiles and trucks used by Contractor either on or away from the Service Locations at which Services are provided, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for all hired, owned and non-owned vehicles and also shall be endorsed to include a waiver of subrogation in favor of Quest.
- 4) Errors and Omissions in such amounts as Quest may require. Contractor will provide additional liability limits of at least \$2,000,000 per occurrence, either through an umbrella or excess policy, such policy to be excess to the underlying commercial general liability and auto insurance policies.
- 5) Pollution Legal Liability including Sudden and Accidental and Gradual. Contractor shall provide proof of pollution legal liability coverage including sudden and accidental and gradual with certificate holder named as additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy with limits of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 6) Umbrella or Excess Liability. Contractor shall provide proof of umbrella or excess liability coverage above the preceding coverages with minimum limits of \$1,000,000 per occurrence. Coverage shall be follow-form.
- c) Contractor shall furnish Quest with a certificate of insurance as satisfactory evidence of the required insurance prior to the commencement of the Services. Each policy, except Workers’ Compensation, shall name “Quest Resource Management Group, LLC affiliates and subsidiaries” as an additional insured. Contractor shall waive all rights of subrogation against Quest, its officers, directors and employees. Contractor’s coverage will be primary and non-contributory and with an insurance carrier maintaining an AM Best rating of no less than A VII.
7. **Survival.** The parties’ obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of these Terms of Service, shall survive termination, cancellation or expiration of these Terms of Service.
8. **Miscellaneous.** Quest does not hold any title to the commodities subject to this Agreement or any related Schedule A. Quest is not responsible for handling, disposal, or use of the materials.