

MARCO'S E-WASTE DESTRUCTION AGREEMENT

This E-Waste Destruction Agreement (“Destruction Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”), and the legal entity identified in any E-Waste Destruction quote (“Client”) for applicable E-Waste Destruction Services (“Services”, as described below) that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This Destruction Agreement is governed by and subject to the Agreement. Defined terms in this Destruction Agreement shall have the same meaning in the Agreement unless otherwise expressly stated.

1. Definitions.

Acceptable Client Materials (“ACM”). Hard drives and laptops in an acceptable condition that Client has requested Marco to destroy.

Designated Site(s). The address to which the Client will ship the ACM.

Device Destruction. Destroying ACM using a punch, shredder, or degausser, and disposing of the punched, shredded, or degaussed ACM. Hard drives are either pulled or not pulled as indicated in the Destruction Agreement.

Shipping Labels. Prepaid shipping labels provided to Client by Marco for shipment of ACM to Designated Site.

Unacceptable Materials. Any materials of any nature whatsoever other than ACM and any ACM not in an acceptable condition (e.g., ACM covered in a foreign substance, such as dangerous amounts of chemicals or lead; ACM that cannot legally be shipped).

2. Services.

Marco Services selected by Client and described on the quote page of this Destruction Agreement and any addendum hereto consist of the following:

- a. providing Shipping Labels for Client to ship its ACM to Designated Site(s);
- b. providing the Device Destruction of ACM as defined above at the Designated Site;
- c. providing Client with a Certificate of Destruction.

3. Price.

Client shall timely pay Marco the prices (“Price(s)”) listed on the quote for the Services. Client shall pay all Prices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (or the highest rate permitted by law) per month on any amounts not paid in a timely manner. Client shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by Marco in enforcing its rights for payment under this Destruction Agreement. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under Destruction Agreement, except for taxes imposed on Marco’s income. Client shall not withhold any payment due under this Destruction Agreement or any other agreement or purchase order with Marco for set off or reduction for any purpose whatsoever. Prices may be adjusted from time-to-time to reflect changes in service levels, disposal fees (if any), any legal, tax, or license requirements, or increases in fuel or operating costs, all in Marco’s sole discretion.

4. Shipping.

The Shipping Labels provided to Client by Marco are supplied based on Client’s needs as determined through information provided to Marco by Client. Client is responsible for packaging the ACM, applying the Shipping Labels, and shipping such ACM to the Designated Site. Client is responsible for providing its own appropriate packaging for shipment. Client is responsible for placing the ACM into an appropriate box (or other appropriate shipping materials), sealing it, and placing the shipping label on the correct package containing the corresponding ACM. Marco recommends that Client remove or encrypt all data from the ACM prior to shipping. Marco is not responsible for, and Client agrees to defend, indemnify and hold harmless Marco and all of its directors, officers, employees, affiliates, subsidiaries or agents (“Representatives”), for any loss or claims resulting from the shipment of the ACM. Additional Shipping Labels may be provided as determined necessary by the

Parties. If a Shipping Label is lost by Client and needs to be replaced, the additional charge shall be Client's responsibility. Client is responsible for obtaining sufficient insurance on the ACM being shipped.

5. **Data.** It is the Client's sole responsibility to backup any files or data from the ACM that Client wants, or is required by law, to retain prior to shipping the ACM. Client understands that when ACM is received at the Designated Site, the Device Destruction will occur, and Marco will not be able to retrieve or recover any of the files or data from the ACM. Client is solely responsible for all legal obligations concerning the data and files on the ACM, including confidential and personal data. Client agrees to defend, indemnify, and hold Marco and its Representatives harmless against any loss or claims resulting from the destruction, unauthorized disclosure, use, or other breach of data or files stored on the ACM.
6. **Term and Termination.** Unless terminated earlier as provided in the Agreement, this Destruction Agreement shall be in effect as of the last date affixed to any signature hereto and shall continue in effect until the Certificate of Destruction has been provided to the Client ("Term").

Either Party may terminate this Destruction Agreement if: (a) if the other Party materially breaches this Destruction Agreement and such breach (other than payment obligations) is not cured within thirty (30) business days or such longer period to which the Parties mutually agree; (b) upon the institution by or against the other Party of insolvency, receivership, bankruptcy, assignment for the benefit of creditors, or similar proceedings; or (c) without cause upon thirty (30) business days' notice. Any termination hereunder shall not relieve Client from its payment obligations. Upon termination, Client will immediately pay Marco all outstanding balances for Services performed by Marco prior to termination of the Destruction Agreement.

If Client chooses to terminate under subsection 6(c) above, Client must immediately pay Marco for (a) all unpaid invoices and interest or late fees thereon as provided in Section 3, and (b) the Shipping Labels.

Marco shall have no obligations to provide further Services to Client as of the date of termination; if Client terminates prior to the end of the Term, but after Client has shipped the ACM, Client is responsible for the retrieval of the ACM and relieves Marco from all liability for the ACM.

7. **Client's Other Obligations:** Client shall not ship any Unacceptable Materials to the Designated Site. If Marco discovers that Client has tendered any Unacceptable Materials to Marco or the Designated Site, Client shall reimburse Marco for all costs and losses that Marco or its Representatives incur relating to Unacceptable Materials, including costs of retrieval and return of the Unacceptable Materials to Client or other disposition of them. Client shall further defend and indemnify Marco and its Representatives for all fines, penalties, charges, claims, and losses that relate to any Unacceptable Materials. This paragraph shall survive the termination of the Destruction Agreement and the Agreement.
8. **Unacceptable Material Containing Hazardous Substances.** Client shall not package, deliver or otherwise provide Marco with or ship to a Designated Site any material that (a) is considered to be hazardous, toxic, radioactive, infectious, reactive, ignitable, unsafe, or corrosive; (b) is regulated under any federal, state, local or other law or regulation relating to hazardous materials, worker health and safety, or the environment; (c) a reasonable person should understand to be unsafe for shredding or destruction; or (d) is otherwise illegal to destroy using the Services, all of which qualify as Unacceptable Materials.
9. **Unlawful Destruction.** Client shall be responsible for and represents and warrants that it is in compliance with all applicable laws, rules, and regulations governing the ACM and their destruction. Client represents and warrants that the application of the Services to its ACM does not: (1) violate any third party rights, including misappropriation or infringement of any third-party intellectual property or other right (including copyright,

trademarks, patent, trade secret rights), (2) violate any law, contractual obligation of Client, court orders, and document hold directives, including but not limited to litigation holds, export control, environmental, health and safety, transportation, privacy, security, and record retention laws, or (3) amount to theft or fraud. Client further represents and warrants that it is the owner, legal custodian, or otherwise has the legal right free and clear of all liens or encumbrances to the ACM, and orders to have the Services applied to all ACM that are a part of this Destruction Agreement.

In the event the Client does not comply with the requirements of this section, Client shall take any and all action necessary to remediate its noncompliance at Client's sole cost and expense, including defending and indemnifying Marco and its Representatives from and against any claims brought against any of them arising from performing this Service.

Effective: June 22, 2020