

STANDARD TERMS GOVERNING DESTRUCTION OF MATERIALS

These Standard Terms govern Gannon & Scott Phoenix, Inc.'s (“**G&S**”) destruction of “**Materials**” (as defined herein) for the G&S customer identified in each quote or proposal provided in connection herewith (collectively, the “**Quote**”). Such customer (“**Customer**”), upon providing Materials to G&S that are referenced in or are the subject of a Quote, and as a condition to G&S processing and destroying the Materials, thereby agrees to be bound hereby.

General Provisions

1.1 Materials. “**Materials**” consist of the following, which are provided by Customer to G&S for it to “**Destroy**” (as defined herein):

(i) computer, communications, and other information technology equipment, electrical components, parts and other items, including computer central processing units (CPU’s), computer monitors, keyboards, computer mobile devices, laptops, tablets, other computer hand-held devices, routers, switches, solid state and other hard drives, flash drives, USB devices, SD cards, other computer memory cards, memory boards, floppy and magnetic disks, other computer disks, magnetic and other computer tapes, CD’s, DVD’s, Blue-ray Disks and other computer storage media, devices, hardware and software; (ii) cellphones, smartphones, and other phones, telephonic and other electronic equipment and components; (iii) microfilm, microfiche; (iv) copy, print, fax, and multifunction machines; (v) papers; and (vi) any other items that G&S chooses and agrees to accept for purposes of being Destroyed.

1.2 Pre-Delivery. Before providing Materials to G&S, Customer shall inform G&S of (i) the estimated weight of the Materials, and (ii) unless G&S is arranging for their pick-up, the carrier and method of delivery, expected dates of shipment and arrival of the Materials, as well as (iii) the expected number and type of containers in such shipment, (iv) the content of the Materials and (v) the identity of any “**Hazardous Substances**” (as defined herein) in the Materials. It shall be the sole responsibility of Customer to catalog or otherwise fully and accurately identify the items within any shipment of Materials.

1.3 Providing and Receipt of Materials. After receiving the Materials, G&S will provide Customer with a receipt acknowledgement having a G&S control or other identifying number. G&S shall have no obligation to otherwise identify or describe the Materials, beyond such identifying number. Customer shall thereafter use that number in its communications with G&S concerning the Materials, and such number will be the identifying number used by G&S in its “**Certificate of Destruction**” provided hereunder. Customer shall be responsible for ensuring that, when provided to G&S, the Materials are clearly and properly identified as the Customer’s Materials. By providing the Materials to G&S, Customer warrants the accuracy and completeness of all information and warranties and representations concerning the Materials

made to G&S hereunder and in any Quote, including as to their content, but no such information as to weights shall be binding upon G&S.

1.4 Contents of Materials. Customer shall not provide to G&S any Materials that are or may be considered toxic or hazardous to human health, including under applicable federal laws or regulations, or Materials that may cause damage, harm, or injury to individuals, including to G&S's personnel, or to its facilities, equipment or processes, including as the Materials are being incinerated and Destroyed (collectively, "**Hazardous Substances**") without: (i) advance written notice to G&S which shall clearly identify the Hazardous Substances in the Materials; and (ii) G&S's written approval to the same being provided. G&S may at any time in its sole discretion reject or refuse to deal or continue to deal with any Materials, including where information or representations of the Customer concerning the same are inaccurate, incomplete or false, or where it suspects that such Materials may contain Hazardous Substances, and require that the same be promptly retrieved by Customer at Customer's sole expense. As an alternative to rejecting non-conforming Materials, G&S reserves the right to propose modifications to the pricing of its handling and its destruction of such Materials from those set out in its initial Quote.

1.5 Representations and Indemnity. By providing Materials to G&S, Customer represents and warrants to G&S that: (a) all information furnished by it to G&S with respect to the Materials is true, accurate and complete; (b) the Materials, unless otherwise expressly and knowingly approved in writing in advance by G&S, do not contain Hazardous Substances; and (c) Customer is the owner of the Materials, or is the duly authorized agent of the owner thereof, and has the full legal right and capacity to provide and ultimately have G&S Destroy the same. Customer hereby indemnifies and holds the Indemnified Parties harmless from and against any claims in connection with the representations and warranties set out in this paragraph.

1.6 Packaging. Each shipment of Materials to G&S shall be properly packaged and labeled by Customer in compliance with all applicable federal, state, and local laws, rules, and regulations. Unless otherwise agreed by the parties, packing materials and containers are non-returnable, and all costs of packing materials and containers shall be the sole responsibility of Customer.

1.7 Timing of Delivery; Taxes and Assessments. Customer shall deliver Materials to G&S at the specified facility and sufficiently prior to the end of regular hours of operations for that day there (as posted on G&S's website) to allow the Materials to be properly received by facility personnel. Customer shall be liable for the payment of all freight and other charges, sales, use, excise, value added and other taxes, duties, levies and fees, and other assessments associated with the transportation and delivery of the Materials to G&S and its services in destroying the same.

1.8 Initial Processing. Upon receipt of Materials at such facility, G&S will weigh all containers and its recording thereof shall be binding on Customer, except where G&S is aware of a variance between Customer's shipping weight, if provided, and G&S's receiving weight that is determined by G&S to be substantial and material, in which case G&S will notify the Customer of such variance and await its instruction. If Customer fails to respond timely to G&S's notice of such a variance, the weight(s) found by G&S shall be final and binding on Customer.

Destruction Of Material By G&S

2.1 **“Destroy”** means, in respect to the Materials, that:

Through chemical or mechanical (e.g., crushing, grinding, or shredding) methods of destruction, or by thermal means by being incinerated in a furnace or thermal reduction unit at a sustained temperature and for a sufficient duration, the Materials will be rendered into a state or condition where there is no possibility of the recovery of information and other data therefrom.

2.2 Completion of Work. G&S will Destroy the Materials as promptly as its personnel, equipment availability, and other resources will allow. Pending the destruction of the Materials, G&S will store and handle them in a reasonable manner to ensure that they are not accessed or used for any purposes inconsistent herewith. G&S will endeavor to advise Customer through the Quote or otherwise of an estimated date for the Materials being destroyed. G&S shall not be bound by any such estimate, nor required to allocate any specific resources to meet any estimated date(s). Customer acknowledges and agrees that an affiliate of G&S may receive, handle and Destroy the Materials or provide and perform other services and functions in connection therewith.

2.3 Witnessing and “Closed-Box” Destruction. If G&S has been notified by Customer prior to the Materials being provided to it that Customer wishes to have a restricted-view (“closed-box”) destruction of the Materials, or to witness the Materials being destroyed, or both, G&S will accommodate such requests, at Customer's expense. Customer shall be responsible for making all arrangements in regard to any closed-box destruction and witnessing, including for scheduling with G&S personnel a mutually agreed time therefor. Customer representatives must at all times comply with G&S's work rules, safety procedures and directives. Absent such timely notification, or if Customer's representative is not present at the specified time, Customer shall have waived any right to a closed-box destruction or witnessing and G&S shall be entitled to Destroy the Materials in the normal course of its operations and without a Customer representative being present. Customer shall sign an appropriate certification in regard to a closed-box destruction confirming that the Materials subject thereto do not contain any Hazardous Substances, other than those, if any, that may have been approved in writing by G&S.

2.4 Residuals and Recyclables. Any residual or recyclable commodities that are part of or that are recovered from the destroyed Materials, including metals, shall be the property of G&S. G&S shall properly manage the same as it sees fit, including through third parties. Upon request by Customer, G&S will provide copies of appropriate certificates of destruction or disposition that may be provided to it by such third parties.

Certificate of Destruction

3.1 After the Materials have been destroyed, G&S will issue a **“Certificate of Destruction,”** which shall identify the Materials by their identifying number initially assigned to them by G&S and confirm their having been destroyed.

Charges of G&S; Collection

4.1 Charges. The materials handling, preparation, equipment and facilities use, and other fees, costs, and minimum and other charges of G&S for its handling and destroying of the Materials (collectively, “**Charges**”) shall be assessed based on the schedule or statement of the same as set out or incorporated in the Quote that is applicable on the date that the Materials are provided to G&S. Customer acknowledges and agrees that G&S’s fees, costs, and charges are adjusted periodically and that it shall not be bound by the same where they have been superseded at the time the Materials are provided to G&S, with such later Charges being applicable and to be paid.

4.2 Interest and Attorneys’ Fees; Applicable Law. Customer agrees that it shall pay the invoice for amounts owed by it for Charges and other obligations hereunder within thirty (30) days from the date of the invoice therefor. Any amounts not paid when due shall bear interest at 1 % per month. In all actions to collect the Charges and any such other obligations, and in all disputes arising under or related to these Terms or any Quote, the party who has substantially prevailed over the other party shall be entitled to receive, and the party who has not substantially prevailed shall be obligated to pay, all of the reasonable attorneys’ fees and other costs and expenses incurred in connection therewith by the substantially prevailing party, including through all levels of appeal. All matters arising under or relating to these Standard Terms and any Quote shall be governed by and construed in accordance with the law of the State of Arizona, without regard to its conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the courts within the State of Arizona in connection with any issues concerning the interpretation and enforcement of these Standard Terms and of any Quote, and in connection with any claims arising under or related thereto.

Compliance With Laws

5.1 Legal Compliance Representations. Customer represents and warrants to G&S, and shall be deemed to continue to represent and warrant to G&S as to all Materials provided by it to G&S, that it is in compliance with all laws, ordinances, codes, rules, regulations, standards, orders, decrees and other requirements of all governmental, regulatory, administrative and judicial entities and bodies relating or applicable to the Materials, including as to the source thereof and of any potential rights or claims in respect thereto. Customer acknowledges that G&S may require that it provide “Know Your Customer” and “Anti-Money Laundering” information to G&S as a pre-condition to entering into any arrangement with it under which G&S would Destroy any Materials. Customer warrants and represents to G&S that all such information provided by it to G&S was true, accurate and complete when made and continues to remain so as of the date that any Materials are provided to G&S, unless it has expressly informed G&S otherwise in writing. Customer further represents and warrants to G&S that no Materials provided to it shall have originated in or been generated from any illegal activity of any nature, and Customer does hereby submit to, authorizes, and agrees to cooperate with, any and all background authorizations and any other inquiries as G&S may undertake in connection with its Know-Your-Customer and Anti-Money Laundering compliance protocols.

Indemnification.

6.1 Further Indemnifications. Customer shall further protect, defend, indemnify, and hold G&S and its affiliates and each of its and their respective directors, officers, employees, agents and contractors and its and their respective successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, assertions of, actions, causes of action, liabilities, losses, costs, expenses, fines, penalties or damages, including reasonable attorneys' fees (collectively, "**Losses**") asserted against, or incurred or suffered by any of the Indemnified Parties which directly or indirectly arise out of or relate in whole or in part to: (a) the terms and provisions of any Quote; (b) any breach by Customer of any of its representations, warranties, covenants, agreements, statements or obligations set forth or provided for herein or under any Quote, including in regard to any Hazardous Substances in the Materials; or (c) the negligence, recklessness, or willful or other misconduct of Customer in connection with its entry into or performance of its obligations under these Terms and any Quote.

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