



E-WASTE CAYMAN ISLANDS LTD.

P.O Box 57 KY1-1501

345.916.6764

info@e-waste.ky

ALL E-WASTE CAYMAN ISLANDS LTD SERVICES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

In consideration of the covenants and undertakings of the parties hereto and other good and valuable consideration, the receipt of which being hereby acknowledged, the parties hereto agree to the following, regarding the recycling disposal and destruction of electronic waste:

Services.

Upon the terms and subject to the conditions set forth in this Agreement, Customer hereby engages *E-Waste Cayman Islands Ltd* as an independent contractor to render exclusive electronic recycling services with respect to the material set forth.

A. *E-Waste Cayman Islands Ltd* will collect, store and ship to our global downstream partners, where items shall be dismantled, shred, physically destroy, re-use or resell. Recycling partners, uses standard methods approved in the industry and shall fully comply with all applicable laws in the country and or state, rules, regulations, certificates, standards, orders and ordinances.

B. *E-waste Cayman Islands Ltd* shall inspect the shipment and delivery receipt upon acceptance of each load to ensure that the receipt and shipment documentation accurately reflect the composition of materials in each load.

E-WCI-Ltd shall inspect all packages and skids-pallets, when applicable, to confirm that the correct e-Waste has been received.

D. *E-Waste Cayman Islands Ltd* may visually and manually screen each load for hazardous components. *E-WCI.Ltd* shall not be required to accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, or biological or infectious waste.

C. *E-Waste Cayman Islands Ltd* shall have the right to sell into global markets any commodities generated from recycling W- Waste so long as permitted under applicable laws. These markets

include, but are not limited to, North America, Europe, South America, and Asia. Any such sale by *E-WCI.Ltd* shall conform to the export control laws and regulations of the United States and the Cayman

Islands.

Limitation of Remedies, Liabilities and Damages Neither party shall be liable for Consequential, Incidental, Punitive, Exemplary or indirect damages Lost Profits or other business interruption damages, by statute, in tort or contract under any indemnity provision or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of either party, whether such negligence be sole, joint or concurrent, or active or passive.

Indemnification. Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an "indemnitee") from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the extent caused by the other's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination/expiration of this Agreement. *E-Waste Cayman Islands Ltd*, upon receiving electronic waste for the purpose of repurposing, recycling and destruction shall bear no liability for compensation of loss or bear no liability to replace any items collected to the disposing party.