

Customer Information

Company Name:

Contact Name:

Address 1:

Address 2:

City, State, Zip Code:

Phone:

Email:

The above customer ("Customer") and Dental Recycling International South Africa Proprietary Limited ("DRISA") hereby agree that DRISA shall provide to Customer, and Customer hereby accepts, the following products and services, specified herein and in the Schedules specified herein of this Dental Waste Equipment and Service Agreement ("Agreement").

Amalgam Separator Model Provided:

Quantity:

Amalgam Recycling Container Provided.

Quantity:

Recycling Service Term Period: **[3 / 5] years**

This Agreement shall be effective as of the date on which this Agreement is signed by both DRISA and the Customer (together the Parties) (and such date being the Effective Date).

By [●].: By Customer:

Signature:

Name: Marc M. Sussman

Title: President & CEO

Date Signed:

Signature:

Name:

Title:

Date Signed:

TERMS AND CONDITIONS

1. Effective Date and Term. This Agreement will become effective on the Effective Date and will continue in full force and effect for the amalgam separator recycling service term period indicated on Page 1 of this Agreement (the “Initial Term”), unless earlier terminated in accordance with Section 8. The term of this Agreement shall be automatically renewed for successive additional terms, equal to the number of years comprising the Initial Period (each a “Renewal Term”) upon the expiration of the Initial Term or any Renewal Term, unless DRISA or Customer delivers to the other, at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Agreement will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term and each successive Renewal Term is hereinafter called the “Term”.
2. Equipment Provided; Shipment of Equipment. Customer acknowledges that the amalgam separator and amalgam recycling container specified above and any other equipment (together the “Equipment”) used in the collection of wastes are not sold pursuant to this Agreement as commodities, but are provided by DRISA as part of a total dental waste management solution that includes Equipment, shipping, recycling services, consultation and generation and transmission of documentation for Customer’s compliance records. Notwithstanding delivery to the Customer and installation of the Equipment at the Customer’s premises, DRISA shall at all times remain the sole legal and beneficial owner of the Equipment. DRISA agrees to provide to Customer the Equipment and Customer agrees to pay to DRISA the Annual Service Charge as set out in Schedule A, which charge is based in part on the terms herein providing for fee-based provision of services by DRISA to Customer. The Annual Service Charge is non-refundable.
3. Installation. DRISA shall procure that DRISA’s approved installer of the Equipment (“Installer”), which, at the Effective Date, is Wright Milners, shall install the Equipment within 30 days of the Effective Date. DRISA shall procure that the Installer contacts the Customer to install the Equipment and the Customer shall be solely responsible for costs incurred in connection with the installation of the Equipment. DRISA makes no representations or warranties as to arrangements and performance by the Installer regarding scheduling of the installation, and Customer shall not claim, seek to impose on or initiate any legal action against DRISA for any liability whatsoever for acts or omissions by the Installer resulting in damage, loss, liability or other claims.
4. Amalgam Separator Recycling Services. DRISA shall provide to Customer its amalgam separator recycling service (the “Amalgam Service”), which shall include the following:
 - Annual recycling of the amalgam separator at intervals established by DRISA.
 - Packaging and shipping instructions for shipment to a licensed facility for recycling.
 - Return Shipping to DRISA’s recycling facility.
 - Provision of documentation of hazardous materials recycling.
5. Amalgam Recycling Container Services. DRISA shall provide to Customer its amalgam recycling container services (the “Recycling Service”), which shall include the following:
 - Annual collection of the amalgam recycling container at intervals established by DRISA.
 - The proper disposal of the waste as collected in the amalgam recycling container through a licensed facility for waste treatment and disposal.
 - Provision of a new amalgam recycling container on an annual basis or as otherwise required and as agreed with DRISA.

The Amalgam Service and the Recycling Service shall together be the “**Services**” for purposes of this Agreement. The Services shall not include annual change-out of the Equipment (i.e replacement of the Equipment because the Equipment is full and needs to be emptied or needs to be changed) or service visits to repair the Equipment, for which Customer shall be responsible at its cost.

Additional Services. DRISA shall provide such additional services (the “Additional Services”), as may be applicable and as the Parties may agree in writing and save in respect of the description of the service and the price thereof, such Additional Services shall be provided on the terms and conditions of this Agreement.

6. Fees and Costs; Billing; Payment. Customer agrees to pay all Initial and Annual Services Fees invoiced by DRISA and as set forth in Schedule A. Customer further agrees and acknowledges that, in respect of each

Renewal Period, DRISA shall be entitled to increase the Annual Service Fees set forth on Schedule A by an amount equal to no more than 5% of the then prevailing Annual Service Fee and DRISA shall advise the Customer of the revised Annual Service Fees prior to the commencement of the Renewal Period. Customer also agrees to reimburse DRISA, on demand, for (a) costs and expenses incurred by DRISA in connection with the provision of any Service or Equipment resulting from actions or omissions of the Customer, and (b) any other applicable taxes or government-imposed fees or assessments, however designated, paid or payable by DRISA such as may be levied or based on Services or Equipment provided under this Agreement (excluding any taxes based on DRISA's net income). DRISA shall send the first invoice reflecting the Annual Services Fees on the date which is 11 months following the Effective Date and every 12 months thereafter for the duration of the Agreement and the Customer shall remit payment of the full amount of the invoice within thirty (30) days of receipt of an invoice from DRISA. All fees owed to DRISA by Customer that are not paid when due shall bear interest at the prime rate as quoted by the DRISA's local bank in South Africa plus two percent (2%). Customer shall be liable for collection costs, including, but not limited to all collection agency fees, attorney fees, court costs and any other costs incurred and expended by DRISA to collect payment from Customer for Services rendered and Equipment delivered.

7. Acceptance of Invoice; Default. Customer shall be deemed to have accepted and agreed to all invoiced charges and to have waived any objection, setoff, or defense thereto if DRISA is not provided with written notice of any objection, correction or inquiry, which shall be set forth specifically, within 30 days of the receipt of the same. Customer's failure to make timely payments of invoices, within thirty (30) days of receipt, shall constitute a default of this Agreement (without prejudice to DRISA's right to charge interest as set out above).
8. Termination; Default; Acceleration. DRISA may terminate this Agreement without written notice to Customer in the event of Customer's failure to make payment as contemplated in clause 7 and Customer's failure to cure the that default for any three (3) consecutive months, and/or upon any other material breach of this Agreement by Customer (any such breach being a "Default" for purposes of this Agreement). In the event of termination by DRISA due to Default, or if for any reason Customer refuses to accept the Services (including any Additional Services) contracted for herein, Customer shall NOT be relieved of any of its obligations under this Agreement to pay the Annual Service Fees as set forth on Schedule A for the full Term then in effect (such fee being the '**Remaining Fee**'). DRISA may, at its option, accelerate the due date for payment by the Customer of the Remaining Fee in the event of Default. In addition to payment of the Remaining Fee, interest and other charges as set forth herein, Customer shall also be liable for the Replacement Value of the Equipment, as set forth on Schedule A. Customer shall pay the Remaining Fee, interest and other charges and the Replacement Value of the Equipment within 30 days of receipt of an invoice from DRISA requiring payment of these amounts. On termination or expiration of this Agreement for any reason. Customer shall return the Equipment to DRISA or its Installer (and DRISA shall be entitled to arrange for collection of the Equipment at the Customers premises).
9. Environmental Compliance; No Reliance on DRISA. Customer acknowledges and agrees that, notwithstanding the provision of the Equipment, the Amalgam Service, Recycling Service and the Additional Services (if any) to Customer by DRISA, DRISA assumes no responsibility (a) for Customer's compliance with any Environmental Laws; (b) disclosure, education or advice to Customer with respect to such compliance; or (c) any statement or representation by DRISA regarding Environmental Law. Any such statement is provided for informational purposes and as a courtesy to Customer only and does not constitute a term or condition of this Agreement, an inducement to enter into this Agreement or legal advice. "Environmental Law" means any local or foreign statute, rule, regulation, order, policy, guidance or ordinance relating to the environment (as from time to time defined in section 1 of the National Environment Management Act, 107 of 1998), public health and safety, worker health and safety, toxic or other waste or materials management, pollution or protection of the environment.
10. Environmental Compliance; Local Variation. Notwithstanding the foregoing provisions and without waiver thereof, Customer acknowledges that regulations concerning the time intervals respecting the accumulation and storage, prior to recycling, of amalgam waste and amalgam separators vary among jurisdictions. Customer also acknowledges that most jurisdictions promulgate Best Management Practices (BMP's) concerning the handling, disposal or recycling of these wastes, which typically provide that amalgam separators and amalgam containers be recycled according to manufacturer specifications. DRISA recycles all scrap amalgam, amalgam separators and amalgam containers on an annual basis without respect to volume of usage, a standard known to DRISA as of the date hereof to comply with regulatory requirements and established BMP's in all jurisdictions. Customer acknowledges its own responsibility to learn and comply with all relevant regulations and standards and to address any questions regarding the same to the appropriate regulatory agency or qualified consultants or counsel. Notwithstanding the foregoing, Customer acknowledges that DRISA may, solely as a customer service, provide information to Customer on request regarding recycling and other related standards, and that in providing this information, DRISA does not waive the foregoing provisions, including, without limitation, by reiterating DRISA's practice of annual recycling regardless of local regulations permitting less frequent recycling.
11. Limitation of Liability. To the fullest extent permitted by law, DRISA shall not be liable to customer or any other person for any damages resulting from or related to the Equipment provided or the Services performed by

DRISA under this Agreement. Notwithstanding anything herein, DRISA shall not be liable to any person for any indirect, incidental, consequential, special or exemplary damages, including, without limitation, economic loss, loss of profits or loss of business opportunity, arising out of, resulting from or relating in any way to this Agreement or any activities, Services or things (including the Equipment) provided hereunder or otherwise by DRISA.

Warranty. For the term of this agreement, DRISA warrants that the Amalgam Service, Recycling Service and Additional Services (if any) shall be performed by DRISA in a professional and workmanlike manner. If DRISA is arranging for installation of the equipment, DRISA also warrants that such installation shall be performed by the Installer assigned by DRISA in a professional and workmanlike manner (but only to the extent such installation is performed by an Installer assigned by DRISA). DRISA also warrants that the Equipment shall be free from defects in material and workmanship under normal use and maintenance. Except to the extent the Equipment has been (i) altered by a person other than at DRISA's direction, or (ii) subjected to improper use, negligence or accident, DRISA shall provide replacement parts for the Equipment for the Term. Customer acknowledges that the furnishing of the Amalgam Service, Recycling Service and the Additional Services (if any) by this Agreement does not assure uninterrupted operation and use of the Equipment. Except as stated above, and to the fullest extent permissible by applicable law, DRISA disclaims any other warranty or representation, either express or implied, as to the fitness, quality, design, condition, capacity, suitability, merchantability or performance of the Amalgam Service, Recycling Service, Additional Services (if any) and/or the Equipment or of the material or workmanship thereof, or of the compliance of the Amalgam Service, Recycling Service, Additional Services (if any) and/or the Equipment with any particular law.

12. **Indemnification.** Customer assumes liability for, and hereby agrees to indemnify, protect and hold harmless DRISA, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorneys' fees, arising out of the possession, operation or use of the Equipment by Customer, the provision and acceptance of the Amalgam Service, Recycling Service and Additional Services (if any) provided by DRISA, the liability of Customer under any Environmental Law or any other applicable laws and/or any failure of Customer to perform or comply with any of its obligations under this Agreement. The indemnities and assumptions of liabilities herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement.
13. **Notices.** All notices, demands or other communications given under this Agreement shall be in writing, and shall be deemed given if addressed as set forth above and (a) delivered in person at the offices of DRISA during regular business hours; (b) mailed by certified or registered mail, postage prepaid, return receipt requested; or (c) delivered by nationally recognized overnight delivery or courier service; ("Acceptable Notice"). Customer explicitly waives any claim to have provided notice to DRISA, whether in an action at law or otherwise, not compliant with this provision. By way of example, and not limitation, customer acknowledges that any communication made in person, or by regular mail, telephone, email, voicemail or other electronic transmission shall **not** constitute acceptable notice. Any party may via means of Acceptable Notice inform the other party of a change in the address or email address to which all further notices to such party shall be sent. Any Acceptable Notice shall be deemed effective at the time of receipt thereof.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any other oral or written communications with respect thereto. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against which such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any other right, power or remedy. No waiver of any provision hereof, including but not limited to provisions concerning termination due to Default and the imposition of interest, shall operate as a waiver of such provision in the event of the recurrence of such event. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Customer shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of DRISA, which consent shall not be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Any such signed counterpart may be delivered by way of agreed electronic media and any such electronic transmission shall constitute delivery of an original manually executed document for all purposes. If any provision or provisions of this Agreement will, for any reason, be deemed unenforceable or in violation of law, such unenforceability or violation will not affect the remaining provisions of this Agreement, which will continue in full force and effect and be binding upon the parties hereto. The headings in this Agreement are inserted solely for the convenience of the parties, and they should not be used in interpreting any of its provisions.
15. **Disputes:** In the event of a dispute arising out of or in connection with this Agreement, that dispute shall be settled by arbitration in accordance with this clause 15, and either party may give written notice to the other party to initiate the following procedure. The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 days of the notice referred to herein, the arbitration shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa). Unless agreed otherwise the arbitration shall be administered by the parties. The number of arbitrators shall be 1. The place of the arbitration shall be Sandton, South Africa. Nothing in this clause 15 shall preclude either party from

seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

16. Governing Law Subject to clause 15, the validity, construction and performance of this Agreement shall be governed by the laws of South Africa.

SIGNATURE BLOCK ON PAGE 1

Schedule A
Pricing and Payment Schedule for Initial Term

Pricing

The Annual Service Fee per for the Initial Term shall be as set out below:

Initial Term Annual Service Fee and Replacement Value

Year	Equipment	Annual Service Fee	Replacement Value of the Equipment upon Default
2025 and for the years thereafter	BU 10	7,650 ZAR	The ZAR Equivalent of USD 1,050
2025 and for the years thereafter	BU 10-30	12,750 ZAR	The ZAR Equivalent of USD 1,550
2025 and for the years thereafter	Amalgam container Use of bucket, recycling and documents (Certificate of destruction from A-Thermal)	5000 ZAR	

For purposes of this Agreement, the ZAR Equivalent of a USD amount means the South African Rand equivalent of that USD amount (calculated utilizing the ZAR/USD exchange rate as quoted by Nedbank Limited) on the business day as at which such equivalent is to be determined.

Payment Schedule

There is an **initial payment due of 5,000 ZAR for SADA members** or **6,000 ZAR for non-SADA members** shall be payable within 30 days of receipt of an invoice from DRISA.

The **first Annual Service Fee**, as reflected above, shall be payable within 30 days of receipt of an invoice from DRISA as set out in the Agreement to which this Schedule A is attached.

DRISA shall issue invoices to Customer on an annual basis, with the first invoice to be sent after Effective Date (initial sign up date) and the first annual recurring invoice to be sent 11 months following the Effective Date and each anniversary thereof for the duration of the Term.

Replacement Value of Equipment

If Customer Defaults, including, but not limited to failure to make timely payment, Customer shall be liable for payment of the Replacement Value of the Equipment in addition to any other amounts due.

In signing this agreement, I acknowledge that I have read and reviewed each page of the DRISA Service Agreement.