



General Terms and Conditions

1. Introduction

These Terms and Conditions set forth the agreements by which the Seller shall sell, and Ingress Renewables, LLC ("Buyer") shall purchase used cooking oil ("UCO"). It is understood that these terms create an exclusive arrangement, whereby the Seller commits to sell and the Buyer commits to buy all UCO produced from the Seller's operations.

2. Delivery and Storage

2.1. The Buyer will provide and furnish containers at the Seller's specified locations for the purpose of storing the UCO.

2.2. The Buyer retains full ownership of these containers at all times.

2.3. The Seller is responsible for ensuring that only UCO is placed into the provided containers. Any violations, such as the addition of foreign or hazardous material other than UCO, can result in immediate termination of this Agreement.

3. Pickup Schedule

3.1. The Buyer will conduct pickups based on UCO production volumes at the Seller's locations and the storage capacity of the containers.

3.2. Specific pickup schedules will be mutually decided between the Buyer and the Seller.

4. Payment

4.1 The Buyer will pay the Seller at the agreed-upon rate per gallon of UCO.

4.2 If the UCO has a moisture and impurities percentage above 5%, the price per gallon will be reduced by the amount over 5%. For example, 9% real MIU means $(9-5=4\% \text{ MIU})$ = payment for

96% of volume. If the total MIU is above 25% the entire batch of UCO will be considered contaminated and no payment will be made.

4.3 Payment Method: The Seller shall provide the Buyer with monthly statements detailing the total volume collected. Payment shall be issued within 30 days of receipt of such statements.

4.4 The Buyer maintains the right to change the price paid for the UCO to stay consistent with changing market conditions. The seller will be notified of such changes with 14 days' notice before payment.

5. Termination

5.1 Either party may terminate this Agreement at any time upon 30 days written notice.

5.2 Violation of any terms, especially regarding the dumping rules, can lead to the immediate termination of this Agreement.

5.3 Renewal: This Agreement shall automatically renew for successive one (1) year terms unless either party provides thirty (30) days prior written notice of non-renewal.

6. Non-Circumvention

6.1. The Seller acknowledges that while the Buyer is the primary entity overseeing and managing the collection and acquisition of UCO, for operational and logistical reasons, the Buyer may engage third-party service providers to assist with the physical collection.

6.2. The Seller agrees not to, directly or indirectly, contact, deal with, or otherwise establish any commercial relationship with any third-party service providers engaged by the Buyer for the collection of UCO or any related activities, without the prior written consent of the Buyer.

6.3. This clause is set in place to ensure the Seller respects the established business relationship with the Buyer and refrains from any direct engagements with the Buyer's logistical partners.

6.4 The Seller agrees not to directly or indirectly solicit or establish any relationship with the Buyer's suppliers, partners or customers for the purpose of circumventing the Buyer. This obligation shall survive termination of this Agreement.

6.5. Any breach of this clause by the Seller will be considered a material breach, giving the Buyer the right to seek all appropriate legal remedies, including, but not limited to, damages, injunctions, and termination of this Agreement.

6.6 Exclusivity: During the term of this Agreement, Seller shall not enter into any agreement to sell UCO from the listed locations to any third party.

7. Miscellaneous

7.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

7.2. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

7.3 The parties agree to keep pricing, volumes, procedures and proprietary information confidential.

7.4 Mediation: In the event of any dispute arising out of or relating to this Agreement, the parties shall first engage in good faith mediation in an effort to resolve the dispute prior to commencing any litigation.

8. Execution

8.1 In witness whereof, the parties hereto have executed this Agreement as of the date the service agreement is signed by both parties.

9. Force Majure

9.1 Neither party shall be liable for any failure or delay in performance under this Agreement (other than obligations to make payments when due) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence.

10. Subcontractor Engagement and Limited Liability

10.1 Subcontractor Engagement: The Buyer reserves the right to employ subcontractors to fulfill any of its obligations under these Terms and Conditions, specifically for the collection, transportation, and storage of Used Cooking Oil (UCO). The Buyer will ensure these subcontractors meet all necessary qualifications and comply with relevant laws and regulations. Despite the use of subcontractors, the Buyer remains the primary entity responsible for fulfilling its obligations to the Seller.

10.2 Limited Liability for Damages: The Buyer, including its subcontractors, shall not be liable for any property damage, personal injury, or other losses incurred during the transportation or collection of UCO, except in cases of gross negligence or willful misconduct by the Buyer or its subcontractors. The Seller is encouraged to maintain adequate insurance to cover potential damages.

The Buyer will take reasonable measures to prevent damage during UCO collection and transportation but shall not be held responsible for incidental damages occurring under normal

operations conducted with due care. In the case of damage, the Seller must provide timely notification and evidence to the Buyer for investigation.

10.3 Indemnification: The Seller agrees to indemnify and hold the Buyer harmless, along with its officers, directors, employees, agents, and subcontractors, from claims arising from the Seller's operations, excluding those directly resulting from the Buyer's gross negligence or willful misconduct.

This section aims to clarify the use of subcontractors and establish boundaries for liability concerning damages during UCO collection, ensuring clear responsibilities and protections for both parties.

This revised version maintains the core elements of subcontractor engagement and limited liability but in a more succinct format, suitable for inclusion in your terms and conditions as Section 10.

11. Severability

11.1 If any provision of this Agreement is, for any reason, held invalid or unenforceable, the remaining provisions will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12. Indemnification

12.1 Seller shall indemnify and hold Buyer harmless from any environmental liability arising out of Seller's actions in the performance of this Agreement, including but not limited to, any spills or contamination during collection, storage or transport of the UCO.

12.2 Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, employees, agents, and representatives from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any breach or violation of Seller's representations, warranties, covenants or agreements under this Agreement; (ii) injuries to persons or property caused by the acts or omissions of Seller in the performance of this Agreement; and (iii) any failure by Seller to comply with applicable laws and regulations.

13. Confidentiality

13.1 Obligation of Confidentiality: The Seller acknowledges that during the term of this Agreement, it will have access to information that is treated as confidential and proprietary by the Buyer, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information. The Seller agrees that it will not disclose the confidential information obtained from the Buyer to any third party or use it for any purpose other than the performance of its obligations under this Agreement.

13.2 Exceptions: Confidential information shall not include information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Seller; (b) discovered or created by the Seller before or independently of any involvement with the Buyer; or (c) learned by the Seller through legitimate means other than from the Buyer or Buyer's representatives.

13.3 Required Disclosure: If the Seller is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any confidential information, the Seller shall provide the Buyer with prompt notice of such request(s) so that the Buyer may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

13.4 Return of Confidential Information: Upon the termination of this Agreement, or upon Buyer's written request, the Seller shall promptly return or destroy all copies of confidential information in their possession.

13.5 Survival: The Seller's duty to protect the confidentiality and avoid the unauthorized use of the Buyer's information is ongoing and shall survive the termination or expiration of this Agreement.

13.6 Injunctive Relief: The Seller acknowledges that any breach of the provisions of this Section 16 may cause the Buyer significant and irreparable injury and, therefore, agrees that the Buyer may bring an action to enjoin any such breach, threatened or actual.

13.7 Indemnity: The Seller agrees to indemnify the Buyer against any and all losses, damages, claims, or expenses incurred or suffered by the Buyer as a result of the Seller's breach of this confidentiality clause.

14. Warranties

14.1 Seller represents and warrants that (i) all used cooking oil provided under this Agreement shall conform to the quality standards and specifications agreed upon by the Parties, (ii) be free from contaminants or hazardous substances; (iii) comply with all applicable laws and regulations; and (iv) the Seller is in compliance with all applicable laws and regulations relating to the performance of this Agreement and the storage and management of the Used Cooking Oil

16. Comprehensive Indemnification

16.1 Indemnification by Seller: The Seller agrees to indemnify, defend, and hold harmless the Buyer, its affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Buyer, arising out of or resulting from:

(a) Any damage to property owned by third parties or the Buyer, caused by the Seller's delivery, storage, or handling of Used Cooking Oil (UCO), including but not limited to spills, leaks, or other contamination;

(b) Any spill or environmental damage directly resulting from the Seller's actions in the performance of their obligations under these Terms and Conditions, including the improper handling, storage, or transportation of UCO;

(c) The Seller's breach of any representation, warranty, or obligation under these Terms and Conditions;

(d) Any claim that the actions or omissions of the Seller in connection with the performance of their obligations under these Terms and Conditions have caused bodily injury (including death) to any person;

(e) Any failure by the Seller to comply with applicable laws, regulations, or ordinances in the performance of their obligations under these Terms and Conditions.

15. Governing Law

15.1 This Agreement will be governed by Commonwealth of Massachusetts law. Exclusive venue will be Suffolk County and federal courts.

Please let me know if you need any other changes to this section or any other part of the agreement. I'm happy to update it according to your needs.

16. Waiver

16.1 Neither party's failure to enforce any provision of this Agreement will be deemed a waiver of that or any other provision and will not relieve the other party from the obligation to comply with such provision. Any waiver must be in writing and signed by the waiving party to be effective.

17. Access and Right of Way

17.1 Grant of Access: The Seller is hereby granted the right of access to the designated premises of Ingress Renewables, LLC ("Buyer") for the purpose of accessing the Used Cooking Oil (UCO) container(s) provided by the Buyer. This access is for the specific purpose of performing necessary operations related to the collection, maintenance, and management of the UCO container(s).

18. Responsibility for Container Damage

18.1 Accountability for Damages: The Seller is fully responsible for any damages to the Used Cooking Oil (UCO) containers provided by Ingress Renewables, LLC ("Buyer") that occur as a result of the Seller's actions, negligence, or failure to adhere to agreed-upon procedures. This responsibility covers both direct physical damage to the containers and any damage resulting from improper use that compromises the container's integrity or functionality.

18.2 Damage Reporting and Rectification: Should any damage to the containers occur, the Seller is required to promptly report such damage to the Buyer. The Seller will either repair the damage at their own expense to the satisfaction of the Buyer or replace the damaged container with one of equal or greater quality and functionality, subject to the Buyer's approval.

18.3 Prevention and Maintenance: The Seller agrees to use the containers solely for their intended purpose and to handle them with care, employing practices that prevent damage and extend the containers' useful life. Regular maintenance and inspection of the containers should be conducted by the Seller to ensure they remain in good working condition.

19. Self-Declaration on Used Cooking Oils and Fats (UCO) for Biofuel Production

According to the Directive 2009/28/EC Under ISCC EU (this document does not apply for deliveries under ISCC DE /36th BImSchV). By signing the service contract, the signatory declares that the following requirements are met:

a. The delivery consists entirely of used cooking oil (UCO) and is not mixed with fresh oil. The cooking oil is entirely of vegetable origin.

b. Documentation of quantities delivered is available.

c. Applicable national legislation regarding waste prevention and management (e.g., transport, supervision etc.) are complied with.

Note: By signing this service contract, the signatory acknowledges that auditors from certification bodies (may be accompanied by inspectors from authorities with the purpose to evaluate the performance of the certification body) and staff of certification schemes can examine whether the requirements are met as stated in this self-declaration.

i. Only biomass defined as the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetal and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste (Directive 2009/28/EC).

ii. Please be aware, that animal fat is not considered biomass in some Member States. Biofuel produced from a feedstock of animal origin might thus not be eligible to be counted against the biofuel quota in those Member States.

iii. Vegetable oil which has been used for cooking or frying meat and therefore may be contaminated with animal content does not classify as of animal origin.

20. Management Fee

20.1. Right to Charge a Management Fee: Ingress Renewables LLC ("Buyer") reserves the right to charge a management fee for the services rendered under the terms of this Agreement. This

fee will cover costs associated with the management, collection, and processing of Used Cooking Oil ("UCO").

20.2. Variability of the Management Fee: The Buyer retains the sole discretion to determine the amount of the management fee. This amount may be subject to change based on operational costs, market conditions, and other relevant factors influencing the management of the services provided.

20.3. Dispute Resolution: Any disputes arising in relation to the management fee must be addressed following the mediation process outlined in Section 7.4 of this Agreement.

20.4. Acknowledgment: By continuing to provide UCO to the Buyer under the terms of this Agreement, the Seller acknowledges and agrees to the imposition of the management fee as specified herein.