



BUYER SERVICE & COMPLIANCE AGREEMENT

THIS BUYER SERVICE/PURCHASE AND COMPLIANCE AGREEMENT (“Agreement”) dated per contract is between the Procurri entity which issued the quotation to the Buyer for the sale or hire of the goods and/or services, and COMPANY noted per contract (“Buyer”)

1. SERVICES AND COMPLIANCE

- 1.1. Buyer agrees to adhere to all the relevant requirements of R2v3 which can be downloaded here for your understanding: <https://sustainableelectronics.org/welcome-to-r2v3/document-library/>
- 1.2. Buyer has been selected to provide storage, audit, test, remarket, repair, and / or recycle material from electronics received from Seller.
- 1.3. Services and Compliance:
 - 1.3.1. By accepting material shipments from Seller, Buyer agrees to process all material in accordance with legal requirements and industry standards for safe and responsible recycling.
 - 1.3.2. Buyer agrees that they will not at any time, whether during or after the cessation of this Agreement, use or reveal to any person or any entity any of the extent of this agreement except as may be required in the ordinary course of performing Sellers agreed upon services.
 - 1.3.3. Amendments to this agreement can only be made with written and signed consent from the Seller.

2. RESALE/REUSE MATERIAL

- 2.1. The Buyer will be responsible for ensuring that each testing method stays up to date with any changes or advancements made to the reuse equipment or items. Audit/Test results will be available for all material that go through an electronic testing process.
- 2.2. Buyer agrees to adhere to Appendix C-Test and Repair of R2v3.
- 2.3. Buyer agrees to adhere to Core Requirement 7-Data Security and Appendix B-Data Sanitization.
- 2.4. Buyer agrees that all data will be cleared from any device with NIST approved software before the resale of any material.
- 2.5. Any material designated for resale must be in one of the following categories:
 - 2.5.1. Tested and Fully Functional,
 - 2.5.2. Tested for Key Functional,
- 2.6. Buyer will ensure these categories are communicated to the customer by labelling the Shipment Tickets, POs, Invoices, Packing Lists, or a combination thereof, or through written communication such as an email.

3. RECYCLING OF NON-FUNCTIONING PRODUCTS (ELECTRONICS SCRAP)

- 3.1. During the Term of this Agreement, Buyer shall recycle all material tested and deemed non-functioning and / or otherwise identified as recyclable by Seller.



- 3.2. Buyer will adhere to Appendix A-Downstream Recycling Chain requirements of R2v3.
- 3.3. Buyer agrees that all non-functioning material deemed recyclable, unless otherwise agreed to, will be sent to Seller approved recycling partners; or returned to Seller.
- 3.4. Buyer will perform due diligence on all downstreams that receive Focus Material and provide downstream information or reports to show diligence as requested.
- 3.5. Buyer will provide End of Life downstream (Life Cycle) reporting to Seller as requested for Focus Material (FMs) received by vendor.
- 3.6. Upon request, buyer will provide a certificate of destruction/recycling for material destroyed onsite or from the downstream vendor.
- 3.7. Buyer will notify Seller of any changes to their downstream vendors prior to shipment of Seller material. Seller must approve new downstreams prior to shipment.

4. WHOLE UNIT OR HARVESTING OF COMPONENTS FOR REUSE

- 4.1. Buyer agrees that only material identified by Seller can be re-sold as “Whole Unit” or “Component Harvest”. Seller will provide written approval for resale of material prior to the sale of the material.
- 4.2. Buyer must provide testing results to Seller for material that is sold as functional material.
- 4.3. Material that is generated from the “Component Harvest” process that is not tested must be recycled to approved downstreams or returned to seller.

5. EXPORT/IMPORT

- 5.1. Certain material sold by seller, other related technology or documentation maybe subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries.
- 5.2. Buyer will not directly or indirectly export or divert any material, products, other related technology or documentation to any third party or country where such export or transmission is restricted or prohibited.
- 5.3. Buyer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

6. INSURANCE

- 6.1. Buyer is expected to maintain valid and current certificates of insurance with explanation of coverage for all applicable coverages. Insurance levels should be adequate to cover injury claims that might result from activities that take place on or off-site. Commercial General Liability Coverage covers bodily injury, property damage, accidents, and other emergencies. The “adequate” level of Commercial Liability Insurance in the United States for a small low-risk operation, for example, is typically \$1,000,000 per occurrence. This may vary in other countries or regions.

7. TERM



P R O C U R R I

- 7.1. The term of this Agreement shall commence on the Effective Date and expire one (1) year thereafter (the “Initial Term”); provided, however, following the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of termination to the other at least thirty (30) days prior to the expiration of the then current term (the Initial Term, as it may be so extended, the “Term”).
- 7.2. Seller agrees to provide all downstream information for material or products if requested even if written notice of termination is sent.

8. GENERAL

- 8.1. This Agreement and the documents contemplated hereby contain the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party that is not contained in this Agreement shall be any force or effect.
- 8.2. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8.3. In the event of any controversy or claim arising out of or relating to these Conditions, the Parties agree to consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of sixty (60) days, then, upon notice by any Party to the other, unresolved controversies or claims will be finally settled by arbitration (a) if in the United States of America (“U.S.”), in the State of Georgia under the Commercial Arbitration Rules of the American Arbitration Association and applying the laws of the State of Georgia, (b) if in Europe, Middle East or Africa (“EMEA”), in the nearest principal business location of the Company, under the Rules of Arbitration of the International Chamber of Commerce and applying English law, (c) if in the rest of the world outside of U.S. and EMEA, in the nearest principal business location of the Company, under the Rules of Arbitration of the International Chamber of Commerce and applying Singapore law, in each case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof.
- 8.4. This Agreement may be executed in a number of duplicate counterparts, each of which shall be deemed an original for all purposes, and all of which, collectively, shall constitute one agreement. In addition, due execution of this Agreement by any party may be evidenced by a telecopy or electronic copy (i.e. .pdf) reflecting such party’s signature.