

T-MOBILE DEALER BILLING INFORMATION					
CONTACT NAME:					
CONTACT EMAIL:					
CONTACT PHONE:					
DEALER COMPANY NAME:					
DEALER BILLING ADDRESS:					
DEALER BILLING CITY:		STATE:	ZIP:		
T-MOBILE PAYMENT AUTHORIZATION (Check the item below that applies)					

### **ENVIRONMENTAL SERVICES AGREEMENT**

☐ I AUTHORIZE ALL LOCATIONS THAT I OWN OR OPERATE TO PURCHASE CONTAINERS UNDER MY BILLING ACCOUNT THROUGH

☐ YES I WANT TO BE SETUP TO PAY WITH A PURCHASE ORDER AND ACH.

(REV 021016)

This Services Agreement ("Agreement"), which includes any exhibits attached to it, is made as of the date shown below between **THE COMPANY NAME ABOVE**, with offices at **NAMED ABOVE**, ("you", "your") and Veolia ES Technical Solutions, L.L.C., with offices at 700 E. Butterfield Rd., Suite 201, Lombard, II. 60148, ("we", "us", our").

#### 1. SERVICES PROVIDED

THE USE OF A PURCHASE ORDER AND ACH.

We will provide you with analytical, collection, management, transportation, disposal and/or recycling services for your waste materials ("Waste Material(s)") described in Waste Profile Sheets ("Profile Sheet(s)"). In addition, we agree that, when you seek the services of a company affiliated with us, we will arrange for that affiliated company to provide those services under the terms and conditions of this Agreement, so long as the affiliated company agrees to be bound by those same terms and conditions. You warrant that the Profile Sheet will contain a true and correct description of your Waste Material and that such Waste Material will conform to this description. In the case of Universal Wastes (as defined by 40 CFR 273.9), you must provide us with an accurate piece count for each of the items being shipped to us (lamps, bulbs, monitors, etc.). In the absence of the piece count on the shipping documents, the piece count made by us at the receiving facility shall be conclusive and final.

In the case of shipments of Universal Waste, we are authorized and hold the requisite permits to receive such Universal Waste at the facilities that will receive Universal Waste from you, all in conformance with 40 CFR 273.18(d), 40 CFR 273.38(d), and 40 CFR 264.12(b).

If your Waste Material does not conform to the descriptions in the Profile Sheet ("Non-conforming Waste"), we can, at our option, return it to you or require you to remove and dispose of the Non-conforming Waste at your expense, and reimburse us for any expenses we have incurred. In the event we perform services on your premises, you will provide us with a safe workplace, and if we request that work areas be secured, you will be solely responsible for securing such work areas and for preventing anyone other than our personnel from entering the designated work areas.

If you package waste for shipment to us, you shall package such waste in accordance with U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations.

### RETURN COMPLETED AND SIGNED ENTIRE FORM BY EMAIL TO: pak.ts@veolia.com



#### 2. INDEMNIFICATION

We agree to indemnify, defend and save you harmless from and against any and all losses and liabilities which you incur or may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, (1) to the extent caused by our breach of this Agreement or any negligent act, negligent omission or willful misconduct of us, our employees, agents, contractors or anyone acting on our behalf, which occurs during the management, collection or transportation of your Waste Materials, or (2) as a result of the disposal of your Waste Materials in a facility owned by us or our affiliated companies, provided that, with regard to both (1) and (2) above, our indemnification obligations will not apply to occurrences involving Non-conforming Waste. You agree to indemnify, defend and save us harmless from and against any and all losses and liabilities which we may incur or be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you, your employees, agents, contractors or anyone acting on your behalf in the performance of this Agreement.

#### 3. **FEES**

You agree to pay us the fees set forth on the T-Mobile portal located at <a href="https://t-mobile.veoliaes.com">https://t-mobile.veoliaes.com</a> or in any pricing document either signed by or otherwise consented to by the parties relating to the work performed by us under this Agreement within 30 days from the date of our invoice. This pricing document may include a fuel surcharge based on a nationally-recognized fuel pricing index. You agree to pay interest on any past due amounts at 1-1/2% per month or the maximum rate allowed by law, whichever is less. We may increase our fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. We will notify you in writing of fee increases before they go into effect. You can accept fee increases verbally, in writing or by your actions, such as your request for services under this Agreement after being notified of a fee increase. You and we agree that changes to the initial scope of services are best made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be sensible or possible. If you or your representative (whom we believe in good faith is authorized by you) verbally requests us to perform services which are not part of the initial scope of Services and we agree verbally to perform those additional services, you agree that the request and our acceptance will constitute a change order and the fees shall be adjusted accordingly. You and we agree that, as soon as convenient thereafter, the parties will put the verbal change order in writing, to be signed by the parties.

#### 4. **TERM**

The term of this Agreement will be for one year from the date below, and will be automatically renewed for successive one-year terms. Either of us may terminate the Agreement by giving the other 30 days' written notice of termination.

#### 5. MISCELLANEOUS

This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The warranties and indemnification made by each of us will survive termination of this Agreement. Both parties expressly stipulate that, to the extent allowed by law, any documents contemplated pursuant to this Agreement may be executed and become effective by affixing an electronic signature in the appropriate location and transmitting such electronically signed document to the other party. Such electronic signature shall be deemed to be an original signature and any document bearing an electronic signature shall be deemed to be a valid document bearing a signature affixed by hand.

The prevailing party will be entitled to reasonable attorneys' fees and court costs in any legal action relating to this Agreement which may arise between the parties. This Agreement supersedes any prior Agreements between us for locations and services covered by this Agreement, except for prior indemnifications and warranties. In the event of a conflict between the terms and conditions appearing on your purchase orders or other form order documents, this Agreement shall govern.

During the term of this Agreement and for one year thereafter, you agree to refrain from actively recruiting our employees who are involved in the performance of Services hereunder. In addition, you acknowledge and understand that we have invested

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considerable time and financial resources in locating, training and maintaining the most professional staff available in the industry. You also acknowledge that actual money damages would be difficult to ascertain and that breach of this non-solicitation clause would cause us significant harm. You therefore agree that in the event of a breach of this clause, you will pay liquidated damages to us in an amount equal to one year's salary of the employee(s) who is/are hired by you in breach of this clause.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

Notwithstanding anything to the contrary in this Agreement, our aggregate liability arising out of services provided hereunder, other than for transportation Services provided by us or for storage, treatment and/or disposal Services provided by us at our locations, shall not exceed the greater of the aggregate fees paid in any calendar year hereunder or one million dollars (\$ 1,000,000).

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties.

CUSTOMER AUTHORIZATION
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:



## **CREDIT APPLICATION**

BUSINESS INFORMATION							
Applicants Name:	Account Manager:						
Address:							
Address.	Customer #:						
Telephone Number:	Sales Tax Exempt No:						
Email Address:	(Please Enclose A Copy)						
Corporation Partnership Owner (If Partner or Owner, please fill in Social Security number below)							
OFFICERS, PARTNERS OR OWNERS							
Name:	Title:						
Name:	Title:						
BANK REF	ERENCES						
Name:	Account Rep:						
Address:							
City: State:	Zip:						
Telephone Number:	Account Number:						
BUSINESS R							
Name:	Account Rep:						
Address:							
City: State:	Zip:						
Telephone Number:	Account Number:						
<ol> <li>Applicant agrees that extension of credit by seller shall be subject to and in consideration of the following:         <ol> <li>Terms are that which are stated on the invoice. All amounts are due in accordance with stated items.</li> <li>Past due balances are subject to a service charge of 1 1/2% per month on the unpaid balance.</li> <li>Should it be necessary to assign the account balance to a licensed collection agency or attorney for legal action, all the subsequent collection charges and legal fees shall be paid by the applicant.</li> </ol> </li> <li>The undersigned agrees to the terms and conditions stated herein</li> <li>THE UNDERSIGNED HEREBY AUTHORIZES AND INSTRUCTS THE ABOVE MENTIONED BANKS AND COMPANIES TO RELEASE THE INFORMATION REQUESTED BY VEOLIA ES TECHNICAL SOLUTIONS, L.L.C., ITS DIVISIONS AND OR SUBSIDIARIES.</li> <li>The undersigned hereby consent(s) to VEOLIA ES TECHNICAL SOLUTIONS, L.L.C., its' divisions and or subsidiaries use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the principal(s), proprietor(s) and or guarantor(s) in connection with the extension of businesses contemplated by this credit application. The undersigned hereby authorize(s) to VEOLIA ES TECHNICAL SOLUTIONS, L.L.C., its' divisions and subsidiaries to utilize a consumer credit report on the undersigned from time to time in connection with the extension or communication of the business credit represented by this credit application. The undersigned as (an) individual (s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1618 et seq.</li> </ol> CUSTOMER							
Signature:	Social Security or FEIN:						
Printed Name:	Date:						

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#### **ACH PAYMENT INFORMATION**

Account/Beneficiary Name: Veolia ES Technical Solutions, LLC

**Electronics Recycling Division** 

Account#: 684534423
ABA/Routing# for ACH: 071000013
Bank Name: JPMorgan Chase
Bank Address: Attn: Lockbox 28900

131 S. Dearborn - 6th Floor

Chicago, IL 60603

Bank Contact: Regina Polk

312-954-9384

Remittance Advice Email: us.vna.erdaccounting.mailbox@veolia.com

**Physical Address:** 1275 Mineral Springs Drive

Port Washington, WI 53074

Check Remittance Address: 28900 Network Place

Chicago, IL 60673-1289

**Tax ID#:** 13-4038062

#### \*\*\*REMITTANCE ADVICE MUST BE SENT VIA EMAIL\*\*\*

Remittance Advice Email: us.vna.erdaccounting.mailbox@veolia.com

Remittance address is our lockbox: Veolia ES Technical Solutions

**Electronics Recycling Division** 

28900 Network Place Chicago, IL 60673-1289

Physical / main address:

Veolia ES Technical Solutions Electronics Recycling Division 1275 Mineral Springs Drive Port Washington, WI 53074

Other Facility Addresses:

Veolia ES Technical SolutionsVeolia ES Technical SolutionsElectronics Recycling DivisionElectronics Recycling Division342 Marpan Lane5736 West Jefferson

Tallahassee, FL 32305 Phoenix, AZ 85043

Veolia ES Technical SolutionsVeolia ES Technical SolutionsElectronics Recycling DivisionElectronics Recycling Division90 Pleasant StreetW6490B Specialty Drive

West Bridgewater, MA 02379 Greenville, WI 54942

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Form W-9

# Request for Taxpayer

Give Form to the

Depart	December 2014) arthment of the Treasury nal Revenue Service  Identification Number and Certification			requester. Do not send to the IRS.				
7.00	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
	Veolia North America, Inc.							
.9	2 Business name/o	disregarded entity name, if different from above						
Je 2.		ia ES Technical Solutions, LLC (36-4287998)						
page	3 Check appropria	heck appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:  4 Exemp						
o,		e proprietor or X C Corporation S Corporatio	n Partnership Trust/estate	certain entities, not individuals; see instructions on page 3):				
ype	single-member		composition Deposits ambig)	Exempt payee code (if any)5_				
Limited liability company, Enter the tax classification (C=C corporation, S=S corp  Note. For a single-member LLC that is disregarded, do not check LLC; check the				Exemption from FATCA reporting				
Individual/sole proprietor or single-member LLC  Limited liability company, Enter the tax classification (C=C corporation, S=S or Note. For a single-member LLC that is disregarded, do not check LLC; check the tax classification of the single-member owner.  Other (see instructions)   5 Address (number, street, and apt. or suite no.)  700 East Butterfield Road, Suite 201				code (if any)E				
급	Other (see ins			(Applies to accounts maintained outside the U.S.)				
ecif	5 Address (number	r, street, and apt. or suite no.)		and address (optional)				
Sp		utterfield Road, Suite 201	·					
See	6 City, state, and ZI							
		L 60148-5601						
	7 List account num	hber(s) here (optional)						
	_	I AIR AL AL THERES						
Part		ver Identification Number (TIN)	nive of the day world	20040				
		propriate box. The TIN provided must match the name individuals, this is generally your social security number		curity number				
reside	nt alien, sole prop	rietor, or disregarded entity, see the Part I instructions	on page 3. For other					
		yer identification number (EIN). If you do not have a nur	-					
	page 3.		or Employee	identification number				
	If the account is in ines on whose nur	n more than one name, see the instructions for line 1 a	and the chart on page 4 for	Identification number				
guidei	mics on whose nar	nosi to onter.	1 3	4 0 3 8 0 6 2				
Part								
Under	penalties of perju	ry, I certify that:						
1. Th	ne number shown	on this form is my correct taxpayer identification num	ber (or I am waiting for a number to be is	sued to me); and				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and								
3. la	am a U.S. citizen o	r other U.S. person (defined below); and						
4. Th	ne FATCA code(s)	entered on this form (if any) indicating that I am exem	pt from FATCA reporting is correct.					
Certif	ication instructions	s. You must cross out item 2 above if you have been	notified by the IRS that you are currentl	v subject to backup withholding				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.								
Sign Here	Signature of U.S. person		Date ▶ 2/11	2015				
	eral Instruct		Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)					
		e Internal Revenue Code unless otherwise noted.	<ul> <li>Form 1099-C (canceled debt)</li> </ul>					
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.			Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to					
Purp	ose of Form		provide your correct TIN.  If you do not return Form W-9 to the req	uester with a TIN you might be subject				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxyayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  Form 1099-INT (Interest earned or paid)  Form 1099-DIV (dividends, including those from stocks or mutual funds)		otain your correct taxpayer identification number (TIN) ecurity number (SSN), individual taxpayer identification xpayer identification number (ATIN), or employer , to report on an information return the amount paid to table on an information return. Examples of information timited to, the following: earned or paid) ds, including those from stocks or mutual funds)	to backup withholding. See What is backup withholding? on page 2.  By signing the filled-out form, you:  1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  2. Certify that you are not subject to backup withholding, or  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and					
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)  Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)  Form 1099-S (proceeds from real estate transactions)  Form 1099-K (merchant card and third party network transactions)			<ol> <li>Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information,</li> </ol>					

Form W-9 (Rev. 12-2014)

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