CUSTOMER GENERAL TERMS AND CONDITIONS

WHEREAS Services provided by R360 Environmental Solutions Canada Inc. ("**R360**") to its Customers are governed by these Customer General Terms and Conditions (this "**Agreement**") unless otherwise agreed under a valid contract between the parties.

In consideration of the mutual obligations contained herein, the parties agree that this is a legally binding agreement which is subject to the terms and conditions set forth herein:

1. **DEFINITIONS:**
   (a) "**Services**" means any services provided by R360 to Customer, including but not limited to, oil terminalling, treatment, recovery, and disposal of a variety of waste streams, including liquid and solid waste such as sludge, water, oil, solid waste at R360's facilities as well as trucking services for the transport of goods or materials related to such services.

   (b) "**Customer**" or "**Customers**" means any individual, organization, entity, including its agents or representatives, that purchases or otherwise acquires Services from R360 or enters into a contractual relationship with R360 for the receipt of Services.

2. **RATES AND PAYMENT**:
   (a) Unless otherwise agreed to, Customer will pay R360 for Services rendered at R360's current book rates plus applicable sales taxes.
   (b) Neither party may challenge, dispute or amend an invoice more than twelve (12) months after the date it is issued.
   (c) R360 may revise its book rates with notice at any time and for any reason, including without limitation to account for: (i) any increase in disposal, fuel or transportation cost or change in location of disposal; (ii) increased cost due to circumstances outside of R360's control, (iii) the closure, detour or maintenance of roads necessary to provide the Services; (iv) new, or a change to, Applicable Laws, taxes, fees or surcharges; or (v) market conditions and inflation.
   (d) Customer shall pay each invoice within 30 days from the date of the invoice. Payment remittance shall be made to EDI@r360canada.com unless otherwise specified. Overdue amounts are subject to interest calculated daily at 18% per annum from the 31st day after the date of the invoice until payment is received by R360.

3. **LIMITED LICENCE TO ENTER FACILITY**: Customer shall have a limited and revocable license to enter R360's facility (the "**Facility**"). Customer shall comply with all rules and regulations of the Facility. In the event that the Customer does not comply with such rules and regulations, R360 may terminate this Agreement immediately upon notice and for breach of the Agreement by Customer.

4. **COMPLIANCE:** Customer shall comply with the requirements of all Applicable Laws. Customer shall immediately report to R360 all written or verbal communications, including inspections, infractions, violations, orders, notifications, advice from government or regulatory bodies and all breaches of Applicable Laws, incidents, injuries, damage and losses arising out of or incidental to the provision of the Services. "**Applicable Laws**" means all applicable statutes, rules, regulations, ordinances, requirements, judgments, decrees, and orders of each federal, provincial, and local governmental authority, agency, or court including any and all laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority (including court rulings establishing common law liability) pertaining, without limitation, to the Services, the presence or release of environmental contaminants, or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as same are in effect at any time.

5. **SAFETY**: Customer shall observe R360's policies regarding health, safety, security and environment, and take reasonable precautions, as prescribed by R360, for the health, safety, and security of R360's personnel and Equipment. R360 shall make such policies readily available to the Customer and its personnel, whether at the Facility, on its website (https://www.r360canada.com/health-and-safety) or otherwise.

6. **INDEPENDENT CONTRACTOR**: Customer is an independent contractor and shall not hold itself out as R360's agent or representative. This Agreement will not be construed to create, does not create, nor is it evidence of an employee-employer relationship, association, partnership or joint enterprise of any kind.

7. **WARRANTY**: R360 will use the degree of care and skill in the performance of the Services as that required by the applicable governmental authorities. No other warranty or guarantee expressed, implied or statutory is made or intended by this Agreement.

8. **INDEMNITIES**. Customer agrees to indemnify, defend and hold R360, its parent, subsidiaries, affiliates and each of their directors, officers, employees, contractors, representatives, agents, insurers, successors and assigns (collectively, the "**R360 Indemnified Parties**") harmless from and against any and all claims, losses, damages, causes of action (including reasonable attorney fees) which the R360 Indemnified Parties may be responsible for or pay out as a result of bodily injury (including death), property damage (including, but not limited to, environmental damage, pollution or contamination), or any violation or alleged violation of Applicable Laws arising out of or resulting from: (i) Customer's breach of this Agreement; or (ii) by any action or omission of Customer, its parent, subsidiaries, affiliates, or each of their directors, officers, employees, contractors, representatives, agents, successors and assigns. R360 agrees to indemnify, defend and hold Customer, its parent, subsidiaries, affiliates and each of their directors, officers, employees, contractors, representatives, agents, insurers, successors and assigns (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, losses, damages, causes of action (including reasonable attorney fees) which Customer Indemnified Parties may be responsible for or pay out as a result of bodily injury (including death), property damage (including, but not limited to, environmental damage, pollution or contamination), or any violation or alleged violation of Applicable Laws arising out of or resulting from: (i) R360's breach of this Agreement; or (ii) by any action or omission of R360.

9. **TITLE AND RISK OF LOSS**. Subject to Sections 17 and 18, while providing the Services, R360 shall have all risk of loss of the products when received and measured at R360's Facility inlet.

10. **LIMITATION OF LIABILITY**. R360 shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement. Furthermore and except where R360 has acted with gross negligence or willful misconduct, R360's total aggregate liability with respect to any claim made under this Agreement shall in no event exceed the total amount of fees paid by Customer to R360 in the twelve (12) months preceding such claim.

11. **FORCE MAJEURE**. Neither party hereto shall be liable for its failure to perform or a delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, pandemic/epidemic, and Acts of God.

12. **INSURANCE**. Customer shall maintain the following insurance coverage:
    (a) commercial general liability covering personal injury, property damage and contractual liability coverage with limits of insurance of not less than $5,000,000 per occurrence and $5,000,000 in the aggregate;
    (b) worker's compensation coverage with statutory limits and employer's liability coverage of not less than $1,000,000 per occurrence;
    (c) pollution legal liability coverage with limits of not less than $5,000,000 per loss;
    (d) automobile liability insurance covering all motor vehicles, owned or non-owned, operated, used or hired in connection with the Customer's performance under this Agreement with an inclusive bodily injury, death and property damage limit per occurrence of not less than $2,000,000.

    The insurance requirements described above shall apply to any contractors who are acting on behalf of Customer in connection with this Agreement.

13. **DEFAULT**. The occurrence of any of the following events or conditions shall constitute a default under the Agreement: (i) Customer fails to provide Performance Assurance when requested by R360; (ii) Customer is in breach or default of any material requirement of this Agreement and such breach or default continues for a period of ten (10) business days after R360 delivers notice to the Customer reasonably detailing the nature of the breach or default; or (iii) Customer is dissolved (other than pursuant to a consolidation, amalgamation, or merger), becomes insolvent or is unable to pay its debts or fails to pay its debts, makes a general assignment, arrangement or composition with or for the benefit of its creditors, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, monitor or other similar official for all or substantially all of its assets (each, a "**Default**"). If Customer is in Default under this Agreement, R360 may, without limitation, do any one or more of the following:

(a) suspend this Agreement, with immediate effect, by giving notice to Customer;
(b) terminate this Agreement, with immediate effect, by giving notice to Customer; or
(c) claim damages occasioned by the breach or default or other relief.

For certainty, R360's rights and remedies in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. **DISPUTE RESOLUTION**. If a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute through negotiations among senior management of the parties. Neither party will commence litigation unless and until the dispute is not resolved within 30 days of being escalated to senior management of both parties.

15. **FINANCIAL AND PERFORMANCE ASSURANCE:** Should R360 reasonably believe it necessary to assure payment or performance of this Agreement, R360 may at any time require, by written notice to the Customer, advance cash payment or satisfactory security in the form of a letter of credit or guarantee, in a form and as applicable, from a bank acceptable to R360 ("**Performance Assurance**").

16. **SET OFF & TAKE IN KIND**: R360 has the right to set-off and/or take in kind Customer product all or any part of an amount owing to R360, against payment of any amount owing to the Customer by R360 under this Agreement or any other agreement between the parties.

17. **WASTE CHARACTERIZATION**: The Customer is responsible as the generator of the waste to provide R360 with the characteristics and proper classification of the waste to be disposed at the Facility. The Customer hereby certifies that all waste complies with all Applicable Laws relating to the transportation, reporting, and disposal of waste, and is acceptable material for the Facility. The Customer shall indemnify R360 for any inaccuracy, mistake or untruthfulness in the information provided by Customer in respect to the waste.

18. **NON-CONFORMING WASTE:** R360 shall have the right to reject any Non-Conforming Waste or portion thereof. "**Non-Conforming Waste**" means any waste (or part thereof) provided by Customer that: (i) is not properly identified to R360 pursuant to Applicable Laws; (ii) materially varies from the characterization or classification provided by the Customer to R360; or (iii) requires services which the Facility is not permitted to provide, or is otherwise prohibited from being received, managed, processed, treated or disposed of at the Facility by Applicable Laws. In the event that Non-Conforming Waste is identified, R360 shall promptly notify Customer of the non-conformance, and one of the following shall occur:

(a) If R360 determines, in its sole and absolute discretion, that the Non-Conforming Waste can be accepted at the Facility ("**Accepted Non-Conforming Waste**"), then:
  (i) the parties shall in good faith, amend the waste documentation to provide for the lawful performance of Services of the Accepted Non-Conforming Waste;
  (ii) R360 shall perform the Services as it relates to the Accepted Non-Conforming Waste and such Accepted Non-Conforming Waste shall be deemed accepted by R360; and
  (iii) the Parties shall in good faith negotiate any change to the applicable rates for the Services for such Accepted Non-Conforming Waste.

(b) If R360 determines that the Non-Conforming Waste cannot be accepted ("**Rejected Non-Conforming Waste**"), then:
  (iv) R360 shall provide Customer with a notice of rejection;
  (v) Customer, at its sole expense, shall make arrangements for the removal of the Rejected Non-Conforming Waste from the Facility within seven (7) days after receipt of R360's notice of rejection; and
  (vi) Customer shall compensate R360 for its reasonable expenses and charges for handling and storing the Rejected Non-Conforming Waste until such a time that the Rejected Non-Conforming Waste is removed from the Facility. The Customer shall be liable to and, as a separate covenant, agrees to indemnify and hold harmless R360 from and against any and all claims of every kind and nature arising out of or connected with damage to property, personal injury or death in any manner incident to, connected with, or arising out of Non-Conforming Waste.

19. **INCIDENT NOTIFICATION.** The Customer shall immediately report to R360 all violations, infractions, orders or notices from government or regulatory bodies and all incidents, injuries, damage and losses arising out of or incidental to the provision of the Services.

20. **GENERAL**. This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreements (if any), whether written or oral, between the parties with respect to the subject matter herein. In the event of any conflict between this Agreement and any other agreement for the same Services, the terms of this Agreement shall prevail notwithstanding any provision in the other agreement which may specify otherwise. R360's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Sections 4, 6to 10, 12 and 14 to 20 of this Agreement shall survive the termination of this Agreement. Without the prior written consent of R360, which may be withheld in R360's sole and absolute discretion, Customer shall not assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise. R360 may assign this Agreement, without Customer's consent, upon notice to Customer. This Agreement is a contract legally binding on R360 and Customer and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The Agreement will be governed by and construed in accordance with the laws of Alberta, Canada.