

## **TERMS AND CONDITIONS - MANIFEST AUTHORIZATION**

These terms and conditions ("Terms and Conditions") provide indemnification provisions in association with any manifest authorization agreements and all related agreements ("Manifest Authorization Agreement") between Daniels SharpSmart, Inc., its affiliates and subsidiaries ("Daniels") and the customer signing the Manifest Authorization Agreement, its affiliates and subsidiaries ("Generator"), in connection with the performance of medical waste treatment and all related services ("Services"). These terms and conditions shall apply in any and all instances where Daniels and Generator have agreed that Daniels and its representatives shall be signing Documents, as defined below, on behalf of Generator.

1. **Authorization.** By signing the Manifest Authorization Agreement and the related Terms and Conditions, Generator hereby authorizes Daniels, or its designee to act as the Generator's agent to manage all documents required for the transportation and disposal of waste ("Documents") and to act as the Generator's "authorized representative" (as defined by the Resource Conservation and Recovery Act, codified in 40 CFR 260.10) to sign the Documents including the Generator's/Officer's Certification, and to act as the Generator's agent for "Shipper's Certification" (as defined by the Department of Transportation ("DOT"), codified in 49 CFR 172.204).

2. **Indemnification.** As consideration for the preparation and management of the Documents and performance of the Services, to the fullest extent permitted by law, the Generator agrees to defend, indemnify and hold harmless Daniels, its subcontractors officers, directors, shareholders, partners, members, managers, employees, trustees, agents and other representatives and designees (each an "Indemnitee") against any and all threatened, pending or completed claims, costs, losses, fines, penalties, expenses, actions, suits, proceedings or alternative dispute resolution mechanisms as well as any hearings, inquiries, or investigations that Indemnitee in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, whether formal or informal, investigative or other, including reasonable attorneys' fees and costs which Indemnitee may ever sustain, suffer or incur and which relate to or arise out of or in connection with: (1) the pre-transportation and/or transportation actions (or lack of action) in connection with Generator's waste, and (2) the execution of or provision of certifications in connection with the Documents. For the purposes of clarity, to the extent permitted by law, the indemnification rights and obligations of this Section shall require Generator to defend, indemnify, and hold harmless each Indemnitee from actions entitled to indemnification that are a result of an Indemnitee's own negligence.

In respect of any indemnification rights or obligations under this Section:

(a) **Indemnification Procedures.** If an Indemnitee receives a written notice (a "Claim Notice") that a claim for which the Indemnitee is entitled to indemnification under these Terms and Conditions (an "Indemnified Claim") has been asserted against it and such Indemnitee intends to seek indemnification from Generator for such Indemnified Claim, the Indemnitee shall following receipt of the Claim Notice provide Generator with written notice of such Indemnified Claim (the "Indemnification Notice"), stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant documents evidencing such Indemnified Claim and the basis for indemnification sought, to the extent permitted by law. Generator will have ten (10) business days after receipt of the Indemnification Notice to send notice to the Indemnitee that Generator is assuming the defense of the Indemnified Claim (the "Defense Assumption Notice").

(b) **Defense of Claim.** Upon sending a Defense Assumption Notice, Generator will have the right to assume the defense of the Indemnitee and against the Indemnified Claim with counsel of the Generator's choice, provided that (i) counsel selected by the Generator has to be satisfactory to the Indemnitee in the exercise of its reasonable discretion; (ii) in the event the Generator assumes the defense of any Indemnified Claim, Generator shall actively pursue such defense in good faith and (c) if the defendants or potential defendants in any dispute or litigation include both the Indemnitee and Generator, and counsel reasonably concludes that there may be legal defenses available to the Indemnitee which are in conflict with those available to Generator and that such conflict materially prejudices the ability of the counsel selected by Generator to represent both, the Indemnitee shall have the right to select separate counsel reasonably satisfactory to Generator, at Generator's expense, to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claim on behalf of such Indemnitee.

(c) **No Defense of Claim.** If Generator does not assume the defense of such Indemnified Claim within fifteen (15) days of receipt of a Defense Assumption Notice, the Indemnitee against which such Indemnified Claim has been asserted will have the right to assume and control the defense thereof without prejudice to the ability of the Indemnitee to enforce its claim for indemnification against Generator.

(d) **Settlement.** No Indemnitee shall consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the consent of Generator (which consent shall not be unreasonably withheld or delayed). Indemnifier shall not settle any Indemnified Claim with respect to which it may be liable to provide indemnification pursuant to this agreement without the prior written consent of the Indemnitee.

(e) **Partial Indemnification.** If Indemnitee is entitled under any provision of the Terms and Conditions or the Manifest Authorization Agreement to indemnification by the Generator for some or a portion of the costs or other expenses to which Indemnitee is entitled based on these Terms and Conditions, incurred in connection with an Indemnified Claim, but not, however, for all of the total amount thereof, the Generator shall nevertheless indemnify Indemnitee for the portion of such costs or other expenses to which Indemnitee is entitled.

(f) **Payment of Indemnification Costs and Expenses.** In the event that an Indemnitee is required to advance any costs and other expenses related to an Indemnified Claim on its own behalf, Generator shall repay said costs and other expenses to Indemnitee as soon as practicable but in any event no later than fifteen (15) days after written demand by an Indemnitee.

3. **Waiver**. All waivers by Daniels will be in writing. Failure of Daniels at any time to require Generator's performance of any obligation herein will not affect Daniels' right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder will impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

4. **Survival**. The indemnification obligations set forth in these Terms and Conditions shall survive the expiration or termination of any agreement between the parties ("Survival"). The Survival of the Terms and Conditions shall be for: (i) no less than three (3) years following termination of the Manifest Authorization Agreement, or (ii) the maximum amount of time as permitted by law, whichever is longer.

5. **Interpretation**. The Manifest Authorization Agreement, as supplemented hereby, is and shall continue to be in full force and effect and is in all respects confirmed and ratified. The indemnification provided by these Terms and Conditions shall be in addition to any rights to which Indemnitee may be entitled under the Manifest Authorization Agreement, any other agreement or otherwise.

6. **Severability**. The provisions of these Terms and Conditions shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of these Terms and Conditions (including, without limitations, each portion of these Terms and Conditions containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed, to the fullest extent permitted by law so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

7. **Governing Law and Jurisdiction**. Any dispute arising out of or related to these Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Daniels' principal place of business, at Daniels' sole discretion. The parties consent to the personal jurisdiction of the state and federal courts sitting in the State of Illinois, provided such court then also would have subject matter jurisdiction over such action. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

8. **Notices**. Any notices or other communications required or permitted to be given under these Terms and Conditions will be in writing and will be delivered personally (including by recognized courier) or sent by other reliable tracked delivery (FedEx, UPS) and signed for by an authorized representative of the other party. Notices must be addressed to Daniels at Daniels SharpSmart, Inc., Attn: Legal Department, 111 W. Jackson Blvd. Suite 1900, Chicago, IL 60604 and to Generator on the addressed provided in the Manifest Authorization Agreement. Notices shall be effective from the date of mailing. Either party may change its notice address by written designation to the other party.

9. **Entire Agreement and Amendment**. These Terms and Conditions state the entire understanding of the parties regarding its subject matter and it cannot be altered or amended without a writing signed by both parties.