



Customer Information

Company Name:

Contact Name:

Address 1:

Address 2:

City, State, Zip Code:

Phone:

Email:

The above customer ("Customer") and DRI SA Proprietary Limited ("DRISA") hereby agree that Customer shall purchase from DRISA, and DRISA shall provide to Customer, the following products and services, specified herein and in accordance with the Terms and Conditions and the Schedules specified herein of this Dental Waste Equipment and Service Agreement ("Agreement").

Amalgam Separator Model Provided:

Quantity:

Recycling Service Term Period:

This Agreement shall be effective as of the Shipment Date (defined below).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

By [●].: By Customer:

Signature:

Name: Marc M. Sussman

Title: President & CEO

Date Signed:

Signature:

Name:

Title:

Date Signed:

TERMS AND CONDITIONS

1. Effective Date and Term. This Agreement will become effective on the Effective Date and will continue in full force and effect for the amalgam separator recycling service term period indicated on Page 1 of this Agreement (the “Initial Term”), unless earlier terminated in accordance with Section 7. The term of this Agreement shall be automatically renewed for successive additional terms, equal to the Initial Period (each a “Renewal Term”) upon the expiration of the Initial Term or any Renewal Term, unless DRISA or Customer delivers to the other, at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Agreement will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term and each successive Renewal Term is hereinafter called the “Term”.
2. Equipment Provided; Shipment of Equipment, Customer obligation. Customer acknowledges that amalgam separators and other equipment used in the collection of wastes are not sold pursuant to this Agreement as commodities but are provided by DRISA as part of a total dental waste management solution that includes equipment, shipping, recycling services, consultation and generation and transmission of documentation for Customer’s compliance records. DRISA agrees to provide to Customer the amalgam separator equipment specified above (the “Equipment”) and Customer agrees to pay to DRISA the total charge for the Equipment as set forth on Schedule A (the “Equipment Charge”), which charge is based in part on the terms herein providing for fee-based provision of services by DRISA to Customer. The Equipment Charge is non-refundable. DRISA shall ship the Equipment to Customer within thirty (30) days of the date on which this Agreement is signed by the Customer (such date being the ‘Shipment Date’). The Customer shall keep the Equipment in a safe place and in good condition and repair, fair wear and tear excepted, and shall not alter, in any way, the Equipment. The Customer shall also take all steps necessary to avoid damage to the Equipment and/or loss of the Equipment, howsoever caused. On termination of this Agreement for any reason, the Customer shall promptly return the Equipment to DRISA, at the Customer’s cost. To the extent that the premises on which the Equipment is kept is leased by the Customer, the Customer shall ensure that the relevant landlord of the premises is notified that DRISA owns the Equipment and the Customer shall procure that the landlord waives any landlord or other hypothec that it may have in connection with the Equipment.
3. Installation. Customer shall be solely responsible for installation of the Equipment. DRISA makes no representations or warranties as to arrangements and performance by the Installer regarding scheduling, and Customer shall not claim, seek to impose on or initiate any legal action against DRISA for any liability whatsoever for acts or omissions by the Installer resulting in damage, loss, liability, or other claims.
4. Amalgam Separator Recycling Services. DRISA shall provide to Customer its amalgam separator recycling service (the “Amalgam Service”), which shall include the following:
 - Annual recycling of the Equipment at intervals established by DRISA.
 - Packaging and shipping instructions for shipment to a licensed facility for recycling.
 - Return Shipping to DRISA’s recycling facility.
 - Provision of documentation of hazardous materials recycling

The Amalgam Service shall not include annual change-out of the Equipment or service visits to repair the Equipment, for which Customer shall be responsible at its cost.

Additional Services. DRISA shall provide such additional services, as may be applicable, as set forth in Schedule B (the “Additional Services”) on the terms and conditions of this Agreement.

5. Fees and Costs; Billing; Payment. Customer agrees to pay all fees invoiced by DRISA and as set forth in Schedule A. Customer further agrees and acknowledges that the fees set forth on Schedule A shall be subject to an increase equal to the annual percentage increase in the South African Consumer Price Index (for all urban areas) for the preceding twelve months as published by the Department of Statistics South Africa (the “CPI”) for each successive service term period starting on the first renewal term period and continuing for each such successive renewal term. The CPI increase will be based on the fees charged for the most recent term. Customer also agrees to reimburse DRISA for (a) unusual expenses incurred by DRISA in connection with the provision of any service or equipment resulting from actions or omissions of the Customer, and (b) any other applicable taxes or government-imposed fees or assessments, however designated, paid or payable by DRISA such as may be levied or based on services or equipment provided under this Agreement (excluding any taxes based on DRISA’s net income). Customer shall remit payment within thirty (30) days of receipt of an invoice from DRISA. All fees owed to DRISA by Customer that are not paid when due shall bear interest at the prime rate as

quoted by the DRISA's local bank in South Africa plus two percent (2%). Customer shall be liable for collection costs, including, but not limited to all collection agency fees, attorney fees, court costs and any other costs incurred and expended by DRISA to collect payment from Customer for services and equipment rendered.

6. Acceptance of Invoice; Default. Customer shall be deemed to have accepted and agreed to all invoiced charges and to have waived any objection, setoff or defense thereto if DRISA is not provided with written notice of any objection, correction or inquiry, which shall be set forth specifically, within 30 days of the receipt of the same. Customer's failure to make timely payments of invoices, within thirty (30) days of receipt, shall constitute a Default.
7. Termination; Acceleration. DRISA may terminate this Agreement without additional written notice to Customer in the event of Customer's Default and Customer's failure to cure the Default for any three (3) consecutive months, or upon any other material breach of this Agreement by Customer. In the event of Termination by DRISA due to Default, or if for any reason Customer refuses to accept the services contracted for herein, Customer shall NOT be relieved of any of its obligations under this Agreement to pay the Fee as set forth on Schedule A for the full Term then in effect. DRISA may, at its option, accelerate Customer's total amounts due in the event of Default, including but not limited to non-payment of invoices for a period of over 90 days, in which case DRISA shall be entitled to immediate payment of the accelerated amount or a liquidated amount of the ZAR equivalent of \$1,050, whichever is greater, in addition to interest and other charges as set forth herein, notwithstanding DRISA's cessation of service. If Customer defaults, Customer shall also be liable for the replacement value of the Equipment, as set forth on Schedule A. DRISA may choose to recover damages in lieu of the penalty set out in this clause.
8. Environmental Compliance; No Reliance on DRISA. Customer acknowledges and agrees that, notwithstanding the provision of the Equipment, the Amalgam Service, and the Additional Services (if any) to Customer by DRISA, DRISA assumes no responsibility (a) for Customer's compliance with any Environmental Laws; (b) disclosure, education or advice to Customer with respect to such compliance; or (c) any statement or representation by DRISA regarding Environmental Law. Any such statement is provided for informational purposes and as a courtesy to Customer only and does not constitute a term or condition of this Agreement, an inducement to enter into this Agreement or legal advice. "Environmental Law" means any local or foreign statute, rule, regulation, order, policy, guidance or ordinance relating to the environment as from time to time defined in section 1 of the National Environment Management Act, 107 of 1998, public health and safety, worker health and safety, toxic or other waste or materials management, pollution or protection of the environment (including soil, land surface and subsurface, surface waters, ground water, drinking water supply, stream sediments, ambient air, plant and animal life and any other environmental medium).
9. Environmental Compliance; Local Variation. Notwithstanding the foregoing provisions and without waiver thereof, Customer acknowledges that regulations concerning the time intervals respecting the accumulation and storage, prior to recycling, of amalgam waste and amalgam separators vary among jurisdictions. Customer also acknowledges that most jurisdictions promulgate Best Management Practices (BMP's) concerning the handling, disposal, or recycling of these wastes, which typically provide that amalgam separators be recycled according to manufacturer specifications. DRISA recycles all scrap amalgam and amalgam separators on an annual basis without respect to volume of usage, a standard known to DRISA as of the date hereof to comply with regulatory requirements and established BMPs in all jurisdictions. Customer acknowledges its own responsibility to learn and comply with all relevant regulations and standards and to address any questions regarding the same to the appropriate regulatory agency or qualified consultants or counsel. Notwithstanding the foregoing, Customer acknowledges that DRISA may, solely as a customer service, provide information to Customer on request regarding recycling and other related standards, and that in providing this information, DRISA does not waive the foregoing provisions, including, without limitation, by reiterating DRISA's practice of annual recycling regardless of local regulations permitting less frequent recycling.
10. Limitation of Liability. To the fullest extent permitted by law, DRISA shall not be liable to Customer or any other person for any damages resulting from or related to the Equipment provided or the services performed by DRISA under this agreement. Notwithstanding anything herein, DRISA shall not be liable to any person for any indirect, incidental, consequential, special, or exemplary damages, including, without limitation, economic loss, loss of profits or loss of business opportunity, arising out of, resulting from, or relating in any way to this agreement or any activities, services or things provided hereunder or otherwise by DRISA.
11. Warranty. For the term of this agreement, DRISA warrants that the amalgam service and additional services (if any) shall be performed by DRISA in a professional and workmanlike manner. If DRISA is arranging for installation of the Equipment, DRISA also warrants that such installation shall be performed by the installer assigned by DRISA in a professional and workmanlike manner (but only to the extent such installation is performed by an installer assigned by DRISA). DRISA also warrants that the Equipment shall be free from defects in material and workmanship under normal use and maintenance. Except to the extent the Equipment has been (i) altered by a person other than at DRISA's direction, or (ii) subjected to improper use, negligence or accident, DRISA shall provide replacement parts for the Equipment for the term of the agreement. Customer acknowledges that the furnishing of the amalgam service and the additional services (if any) by this agreement does not assure uninterrupted operation and use of the Equipment. Except as stated above, and to the fullest

extent permissible by applicable law, DRISA disclaims any other warranty or representation, either express or implied, as to the fitness, quality, design, condition, capacity, suitability, merchantability or performance of the amalgam service or the Equipment or of the material or workmanship thereof, or of the compliance of the amalgam service or the Equipment with any particular law.

12. Indemnification. Customer assumes liability for, and hereby agrees to indemnify, protect and hold harmless DRISA, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorneys' fees, arising out of the possession, operation or use of the Equipment by Customer, the provision and acceptance of any services provided by DRISA, the liability of Customer under any Environmental Law or any other applicable laws and/ or any failure of Customer to perform or comply with any of its obligations under this Agreement. The indemnities and assumptions of liabilities herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement.
13. Notices. All notices, demands or other communications given under this Agreement shall be in writing and shall be deemed given if addressed as set forth above and (a) delivered in person at the offices of DRISA during regular business hours; (b) mailed by certified or registered mail, postage prepaid, return receipt requested; (c) delivered by nationally recognized overnight delivery or courier service; or (d) transmitted by a confirmed facsimile (teletype) ("Acceptable Notice"). Customer explicitly waives any claim to have provided notice to DRISA, whether in an action at law or otherwise, not compliant with this provision. By way of example, and not limitation, customer acknowledges that any communication made in person, or by regular mail, telephone, email, voicemail, or other electronic transmission shall **not** constitute acceptable notice. Any party may via means of Acceptable Notice inform the other party of a change in the address or facsimile number to which all further notices to such party shall be sent. Any Acceptable Notice shall be deemed effective at the time of receipt thereof, except that where such notice provided by teletype, notice received after 5 PM on a business day or at any time on a non-business day shall be deemed received effective the next business day.
14. Miscellaneous. This Agreement shall not be effective unless and until executed by Customer and DRISA. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any other oral or written communications with respect thereto. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against which such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any other right, power, or remedy. No waiver of any provision hereof, including but not limited to provisions concerning termination due to Default and the imposition of interest, shall operate as a waiver of such provision in the event of the recurrence of such event. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Customer shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of DRISA, which consent shall not be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. If any provision or provisions of this Agreement will, for any reason, be deemed unenforceable or in violation of law, such unenforceability or violation will not affect the remaining provisions of this Agreement, which will continue in full force and effect and be binding upon the parties hereto. The headings in this Agreement are inserted solely for the convenience of the parties, and they should not be used in interpreting any of its provisions.
15. Disputes: In the event of a dispute arising out of or in connection with this Agreement, that dispute shall be settled by arbitration in accordance with this clause 15, and either party may give written notice to the other party to initiate the following procedure. The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 days of the notice referred to herein, the arbitration shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa). Unless agreed otherwise the arbitration shall be administered by the parties. The number of arbitrators shall be 1. The place of the arbitration shall be Sandton, South Africa. Nothing in this clause 15 shall preclude either party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).
16. Governing Law Subject to clause 15, the validity, construction and performance of this Agreement shall be governed by the laws of South Africa.

SIGNATURE BLOCK ON PAGE 1

Schedule A

Pricing and Payment Schedule for Initial Term

Pricing

For Customers entering into this Agreement during 2022 and 2023, subject to clause 5 of the agreement, the following prices shall apply for each year of the Term.

Equipment	Annual Service Fee
BU 10	ZAR 6,520
BU 10-30	ZAR 12,185

For Customers entering into this Agreement during and after 2024, subject to clause 5 of the agreement, the following prices shall apply for each year of the Term

Equipment	Annual Service Fee
BU 10	ZAR 7,650
BU 10-30	ZAR 12,750

In addition to the annual service fee, Customer shall be liable for any additional fees or expenses specified herein, for the initial service term and each subsequent term of the agreement.

Payment Schedule

The first Annual Service Fee shall be payable on or before the date of the initial shipment of the Equipment to the designated address and on each anniversary thereof for each successive year in the initial service term and each such successive renewal term.

DRISA shall issue invoices to Customer on an annual basis, which shall include the Annual Service Fee together with any taxes and additional fees as set forth above. Customer shall pay all invoices within 30 days of receipt.

Replacement Value of Equipment

If customer defaults and breaches the terms of the Agreement, including, but not limited to failure to make timely payment, Customer shall be liable for payment of the replacement value of the Equipment in addition to any other amounts due.

I acknowledge that I have read and reviewed each page of the DRISA Service Agreement