

Agreement Term and Conditions

Provided by Compliance Centre, Inc. ("Consultant") for Customer ("Client")

NOTICE REQUIRED BY SECTION 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION.

AGREEMENT FOR ENVIRONMENTAL, SAFETY & HEALTH COMPLIANCE CONSULTING SERVICES WITH COMPLIANCE CENTRE, INC.

This is an Agreement made between Compliance Centre, Inc., ("Consultant") and Customer ("Client"). Consultant and Client agree as follows:

Consultant shall perform regulatory compliance consulting Services in accordance with the terms and conditions of this Agreement, as Client's independent Consultant. The Services provided are described in Schedule A.

1. **Term.** This Agreement shall be for the 12 months. This Agreement term shall begin on date executed in signed agreement between Consultant and Client.

Either Party may terminate this Agreement after the initial term of 12 months has ended and upon thirty (30) days written notice. Consultant reserves the right to terminate this Agreement at any time for non-payment of Services. In the event the Agreement is not renewed in writing, the terms of this Agreement shall continue on a month to month basis until a new replacement Agreement is made or the Agreement is terminated.

1. **Fees.** The fee for the Compliance Services shall be a monthly fee. The monthly fee is due by the tenth (10th) of each month. In the event of nonpayment, Consultant reserves the right to terminate the Contract within five (5) days notice.

3. **Controlling Law.** This Agreement and any dispute between Client and Consultant shall be interpreted, construed and governed by the laws of the State of South Carolina, without regard to any choice of law rules applied by the courts of the State.

4. **Limit on Liability of Consultant.** Consultant is providing Services to enable Client to comply with certain regulatory laws, including occupational safety and environmental laws. Client acknowledges that Consultant is providing advice, training, and access to testing to enable Client to become compliant, and remain compliant, with these laws, but the ultimate responsibility for compliance shall remain with Client, which alone will be subject to fines, penalties or other enforcement actions for failure to comply. Consultant shall not be responsible for fines, penalties or other enforcement actions for failure to comply. Consultant has contracted for this limitation because (a) Consultant will not be on Client's premises on a regular, continuous basis to monitor and insure compliance, (b) Consultant will provide advice concerning laws that may be open to different good faith interpretations, OR unsettled interpretations and practices. Consultant, seeking to provide quality services at a reasonable fee, has based its charges in part upon this limitation.

The Consultant and Client waive against each other all demands and claims for any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to this Agreement or the breach thereof.

5. **Access.** Client is responsible for providing access to work site upon which it will be necessary for Consultant to perform the scope of Services included in this agreement.

6. **Confidential Information.** The Parties may provide information, forms, and documentation to each other with the understanding this information will be considered Confidential Information. The Party receiving Confidential Information is referred to herein as the Receiving Party, and the Party disclosing the Confidential Information is referred to as the Disclosing Party. The Receiving Party will not release Confidential Information without written authority from the Disclosing Party; provided, however, Confidential Information shall not include the following:

- a) Information which at the time of disclosure is in the public domain; or
- b) Information which, after disclosure, is published or otherwise becomes part of the public domain through no fault of the Receiving Party, but only after and only to the extent that it is published or otherwise becomes part of the public domain; or
- c) Information which the Receiving Party can demonstrate was in its possession at the time of disclosure and was not acquired, directly or indirectly, from another Party, its employees, its affiliates, or from a third Party under a similar obligation of confidence; or
- d) Information that the Receiving Party can show was received by it after the time of disclosure hereunder from a third Party who did not owe a duty of confidentiality to the Disclosing Party with respect to the Confidential Information; or
- e) Information that is independently developed by the Receiving Party without the use of or reference to Confidential Information.

Notwithstanding any provision of this Agreement to the contrary, the Receiving Party may use or disclose Confidential Information to the extent (i) approved by the Disclosing Party in writing, or (ii) that the Receiving Party is legally compelled to disclose by court order, subpoena, or other legal process.

7. **Arbitration.**

- (a) **Conference Prior to Arbitration.** If the Parties to this Agreement have a dispute concerning this Agreement, the parties shall attempt to resolve the dispute between themselves by conducting a conference concerning such dispute. The conference may be conducted in person or by telephone. If the conference is conducted in person, it shall be conducted at the principal place of business Consultant provides Services to Client. The informal settlement conference shall be held within thirty (30) days after it is requested by a Party. If the conference is not held within this thirty (30) day period, the requesting Party may at its option, commence arbitration pursuant to Section 8(b) of this Agreement.
- (b) **Commencement of Arbitration.** If the Parties are unable to resolve the dispute pursuant to Section 8(a) of this Agreement, the dispute shall be submitted to binding arbitration under the National Employment Dispute Rules of the American Arbitration Association, or any other method of arbitration if the parties can agree on an alternative method of arbitration. The demand for arbitration agreed upon by the parties, with a copy served contemporaneously on the other Party. Venue for the arbitration shall be in Columbia, South Carolina, or such other mutually agreeable location. Each Party waives any right to adjudicate any dispute in any court or other forum.
- (c) **Breach of Confidentiality Provision Need Not Be Submitted to Arbitration by Employer.** Consultant need not arbitrate a claim of breach of the confidentiality provision, but instead can elect, in its sole and absolute discretion, to commence litigation in any court having subject matter jurisdiction over the matter and personal jurisdiction over the Client.
- (d) **Power of Arbitrator.** The arbitrator shall have the power to award monetary damages, injunctive relief, or both.

- (e) **Pre-Arbitration Conference.** The arbitrator shall conduct a pre-arbitration conference with the parties to clarify the issues to be presented at the arbitration.
- (f) **Discovery, Exhibit Lists, and Witness Lists.** The arbitrator shall allow the parties to request reasonable discovery. What constitutes reasonable discovery and the time period in which it shall be conducted shall be determined by the arbitrator. Each Party must provide the other an exhibit list and a witness list at least thirty (30) days prior to the date set for arbitration. If a Party fails to provide an exhibit list, he shall not be precluded from using the exhibits introduced by the opposing Party, but shall be precluded from introducing exhibits into evidence. If a Party fails to provide a witness list, he (or in the case of a business entity, its designated representative) shall not be precluded from testifying and the Party shall not be precluded from cross-examining witnesses called by the opposing Party, but the Party failing to file the witness list shall be precluded from calling any other witnesses.
- (g) **Non-Prevailing Party Pays.** The Party who fails to prevail at the arbitration (“Non-Prevailing Party”) shall bear the cost of the arbitration, including payment of arbitrator’s fees, except each Party shall be responsible for its actual attorneys’ fees and costs. If it is not apparent from the outcome of the arbitration which Party is the Prevailing Party, the arbitrator must make a determination of who is the Prevailing Party. Any monetary award shall bear interest at the rate of ten percent (10%) per annum from the date of the award until the award is paid.
- (h) **Entry of Award.** The arbitrator’s award may be entered in any court of competent jurisdiction.

8. **Successors and Assigns.** This Agreement shall bind the successors, executors, administrators, and legal representatives of the parties. Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Consultant and not for the benefit of any other party.

9. **Waiver.** A Party’s waiver of or failure to enforce any specific terms or conditions of this Agreement does not constitute a general waiver or amendment to this Agreement, nor the relinquishment of any rights under this Agreement. Any waiver by Consultant must be in writing.

10. **Severability.** The invalidation of any one of the terms or provisions of this Agreement by arbitration, judgment or court order shall in no way affect any of the other terms of this Agreement, and they shall remain in full effect. To the extent permitted by law, the offending provision shall be reformed to reflect the original intent of the parties in drafting such provision.

11. **Notices.** Any notices required by this Agreement shall be made in writing and delivered personally, by facsimile, by registered or certified mail postage prepaid (return receipt requested), or by a commercial courier service that provides a receipt of delivery.

- (a) All notices shall be effective upon the date of receipt. If delivery is refused, delivery shall be effective on the date of first refusal.
- (b) Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of Client and Consultant.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of each Party.
13. **Headings.** Headings are for general, descriptive purposes only and shall not modify nor limit any provisions of this Agreement.
14. **Survival.** Any express representation, waivers, indemnifications, and limitations of liability included in this Agreement will survive this Agreement's completion or termination for any reason.
15. **Force Majeure.** If Consultant's performance of the Services is delayed or otherwise hindered by any unforeseeable causes beyond the control of the Consultant ("Force Majeure"), the Consultant shall not be liable for such delay or failure to perform. As used herein, the term "Force Majeure" means any law, order, regulation, direction, request, action or failure to act of any government or agency thereof; failure or delay of transportation; acts of God; fires; explosions; earthquakes; inclement weather making performance or work unsafe or impracticable; wars; acts of public enemy; terrorism: riots; insurrections; equipment scarcity; labor unrest by suppliers and subconsultants; default of subconsultants; and any other causes beyond the control of the Consultant.
16. **Entire Agreement.** This Agreement and its Attachments constitute the entire agreement between Client and Consultant and supersede all prior written or oral understandings, including any contract proposals. This Agreement and any supplements and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by authorized representatives of Client and Consultant.
17. **Copyright.** All materials produced by Consultant for Client shall remain property of Consultant. Client may use produced materials during the term of the agreement. Client may not reproduce, transfer, copy or use materials produced by Consultant for any other purpose than that specified by this agreement and the scope of work. At the end of the term or in the event of termination of this agreement, Consultant reserves the right to remove all materials produced by Consultant for Client.