

Grunber Terms And Conditions

This document was last updated on November 24, 2023

By clicking the link to these Grunber Terms and Conditions (these “Terms”) as provided to you by Grunber via text message and replying “Confirm,” you, the legal entity seeking to perform services (“Contractor”) for Grunber llc., a Delaware corporation (“Grunber”) or Grunber’s Customers, signify to Grunber that you have read, understand, and agree to be bound by the terms and conditions below (the “Terms”). If you do not agree to the terms and conditions below, you may not perform services for Grunber or its Customers. The individual signifying acceptance of these terms and conditions represents and warrants that he or she has full authority to accept and bind Contractor to the terms and conditions below.

Grunber is in the business of contracting with customers (the “Customers”) for the collection, disposal and/or recycling of non-hazardous solid waste (“Waste Materials”). Grunber provides such services to the Customers by entering into waste collection services agreements with independent haulers, pursuant to which, the haulers collect, dispose of and/or recycle Waste Materials (the “Services”) from locations identified by Grunber.

Contractor is an independent hauler engaged in the business of collection, disposal and/or recycling of Waste Materials, and Contractor is agreeing to collect and dispose of Waste Materials in accordance with these Terms.

NOW, THEREFORE, for good and valid consideration, the parties hereby agree as follows:

Services. Contractor shall collect and dispose of all Waste Materials as requested in writing by Grunber from time to time on a case-by-case basis at Customer locations. Services may also include hand pick-ups of loose Waste Materials that may be on the ground outside of a container, or inside of a Customer location. Grunber may also request collection and disposal of Waste Materials on a project basis for pickup and disposal of items that require special disposal (e.g., computer components or mobile phones) (“Special Services”). Both Services and Special Services shall be ordered by Grunber using a job order with a designated job number (each a “Job Order”), which, upon mutual execution of Grunber and Contractor shall be subject to the conditions and requirements of these Terms. The Services and Special Services set forth in this Section 1 are referred to hereinafter as the “Services.” Contractor retains the sole right to control or direct the manner in which the Services described herein are to be performed. Subject to the

foregoing, Grunber retains the right to request modifications to the Services requested and may stop the Services at any time for any reason.

Waste Materials. Customers have represented and warranted to Grunber that (a) all Waste Materials will consist solely of non-hazardous material or solid waste generated by the Customers and (b) that no such Waste Materials will (i) consist of any type of waste or material listed or characterized as hazardous under applicable federal, state, or local laws or regulations (“Hazardous Waste”), or (ii) include any waste that requires special handling including, but not limited to, polychlorinated biphenyl wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris, any material containing information (in hard copy or electronic format, or otherwise) which information is protected by or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), or other regulations or ordinances, and other materials requiring special handling in accordance with any applicable law or regulations (“Special Waste”). Nothing in these Terms authorizes or requires Contractor to provide Services for Hazardous Waste or Special Waste, and Contractor is expressly prohibited under these Terms from providing the Services for Hazardous Waste or Special Waste, unless Contractor performs Special Services pursuant to a Job Order accepted by Contractor that expressly provides for hauling of Hazardous Waste or Special Waste (each, a “Hazard Job Order”). Contractor shall notify Grunber immediately upon the discovery that any Hazardous Waste or Special Waste is present in any Waste Materials collected pursuant to these Terms (provided, however, such notification shall not be required for Special Services pursuant to a Hazard Job Order). The applicable Customer shall at all times and for all purposes retain legal title to and liability for all Hazardous Waste and Special Waste not approved for acceptance by Grunber. Legal title to all Waste Materials other than those constituting Hazardous Waste and Special Waste shall pass from the applicable Customer to Contractor upon collection by Contractor pursuant to these Terms.

Subcontracting. Grunber hereby agrees and acknowledges that Contractor shall perform the Services hereunder through Contractor’s network of third-party subcontractors (each, a “Subcontractor”). Contractor shall cause its Subcontractors to perform in accordance with these Terms. Contractor shall at all times remain liable for the Services provided by any Subcontractor under these Terms and shall indemnify, defend, and hold harmless Grunber and any Customer for the failure of any Subcontractor to comply with these Terms.

Representations and Warranties. Contractor agrees to perform Services to the highest standards of its industry. Contractor hereby represents and warrants that (a) Contractor and its Subcontractors are engaged in the business of providing solid waste collection and recycling services and are in full compliance with all applicable federal, state, and local laws; (b) Contractor is an entity validly existing in accordance with the laws of the state of its incorporation or organization, as applicable; (c) these Terms constitute the valid and enforceable obligation of Contractor; and (d) Contractor and its Subcontractors are fully licensed and in good

standing to operate in all jurisdictions where Contractor or a Subcontractor is providing Services.

Compliance with Law. During the Term (defined below), Contractor and Subcontractors shall comply with all applicable federal, state, and local laws, regulations and ordinances, including, but not limited to, all environmental protection laws, minimum wage laws and equal employment and nondiscrimination laws. Without limiting the generality of the prior sentence, Contractor and Subcontractors shall handle, load, transport, and dispose of Waste Materials in a safe and workmanlike manner and in full compliance with all applicable federal, state, and local laws, regulations and ordinances and Customer specifications, and Contractor and Subcontractors shall comply with all applicable federal, state, and local laws, regulations and ordinances regulating the operation of landfills for the disposal of Waste Materials. Neither Contractor nor any of its Subcontractors shall dispose of any Waste Materials except in compliance with these Terms.

Payment of Fees. Subject to Section (Billing Procedures), GRUNBER will pay the Contractor the fees as agreed (prior to commencement of the Services) following (i) Contractor's completion of the Services set forth in the Job Order, and (ii) Grunber's completion of an audit of the Services revealing no deficiencies.. Contractor shall furnish, at its sole cost and expense, all tools, equipment, materials and supplies that are necessary or appropriate to provide the Services and shall be responsible for all disposal and landfill charges and all other fees, costs and expenses. Contractor shall be solely responsible for the costs to obtain all applicable permits, and all license fees, inspection fees, taxes, county, franchise, state, federal, tariff or any other non-sales tax, fees or surcharges of any government authority that may become due and payable as a result of the provision of the Services by Contractor. Once the Services for a given Job Order are agreed to, Contractor shall not increase the fees for such Services without prior written approval from Grunber. Grunber has no obligation to pay for any unauthorized Services or unauthorized fee increases.

Right to Withhold Payment. Grunber reserves the right to withhold or deduct amounts which would otherwise be due to Contractor in order to compensate the Customer and/or Grunber for any inconvenience or costs incurred by the Customer or Grunber for which Contractor may be responsible.

No Exclusivity or Volume Commitment. Grunber makes no commitment to Contractor under these Terms, as to exclusivity (whether territorial, industry, or otherwise) or the volume of Services that may be requested by Grunber under these Terms.

Term & Termination.

- A. These Terms shall continue to be in effect so long as Contractor is performing Services, (the "Term."), provided that all terms provided herein which are intended to survive shall survive termination of the Services.
- B. Grunber may terminate these Terms and any Job Order at any time for any reason upon notice of termination prior to commencement of the Services to be performed and pursuant to any Job Order. Contractor may terminate these Terms and reject any subsequent Job Order if (A) Grunber is in material breach of its obligations to pay Contractor for the Services in a timely manner as provided in these Terms, (B) Contractor notifies Grunber in writing of such material breach and (C) Grunber does not cure such material breach within 30 days following Grunber's receipt of such written notice.
- C. Upon notice of termination, Contractor shall (i) complete all Services previously requested by Grunber (unless requested otherwise in writing by Grunber), and (ii) all amounts due to Contractor will be promptly paid as provided in these Terms.

Billing Procedures:

At Grunber, we prioritize a seamless payment process for our valued Contractors. Upon successful completion of a job, prompt payment will be initiated to the Contractor via Zelle or Venmo. ***To expedite this process, Contractors must promptly provide their respective Zelle or Venmo usernames (@).*** This information can be shared via text to 617-800-6746 or email to drivers@grunber.com. Please note, all payments are currently processed manually, and we're working towards transitioning to an automated system with the upcoming release of our driver app.

In a commitment to transparency and clarity, Contractors are required to submit before and after pictures of the assigned job. These visuals are vital for efficient payment processing. It's imperative that these images offer a clear, unzoomed view. Failure to meet this requirement may result in delayed payments or necessitate a return visit by the driver to capture suitable pictures. In such cases, drivers are responsible for this additional time without extra compensation.

Grunber values the timely and accurate submission of these visuals to ensure a smooth payment transaction.

In scenarios where a driver arrives at the job location and finds no work or the task completed, Grunber has implemented a dry run fee of \$45.00 to cover incurred expenses and driving involved. Contractors are urged to adhere to the committed time frame, as some clients specify a preferred service window. To encourage punctuality, a fine of \$30.00 will be imposed for delays or no-shows. It's important to note that this fine will be refunded to the client if Grunber is

at fault. While unforeseen circumstances such as flat tires or traffic delays are understood, drivers must promptly communicate such issues to our team to avoid fines.

Moreover, if a Contractor anticipates being unable to meet the requested date and time for a customer location, we strongly advise against accepting the job order to avoid potential fines. Clear communication and proactive decision-making contribute significantly to the overall success of our operations.

If you have any questions or concerns, please don't hesitate to reach out to our team for clarification.

Indemnification and Insurance.

- A. **Indemnification of Grunber.** Contractor shall indemnify, defend and hold harmless Grunber and its affiliates, Customers, and their respective employees, officers, directors, owners, and agents, and any successor thereto, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including court costs and reasonable attorneys' fees), which are suffered or alleged to have been suffered as a result of (a) any act or omission on the part of Contractor, its Subcontractors, or others whose services are engaged by Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the Services in accordance with these Terms; (b) any material breach of any covenants, representations or warranties of Contractor or Subcontractor in these Terms; or (c) any negligence of Contractor or any Subcontractor or any of their respective agents or representatives.
- B. **Indemnification of Contractor.** Grunber shall indemnify, defend and hold harmless Contractor and its affiliates and their respective employees, officers, directors, owners, and agents, and any successor thereto, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including court costs and reasonable attorneys' fees), which are suffered or alleged to have been suffered as a result of any material breach of any representations or warranties by Grunber in these Terms.
- C. **Insurance.** Contractor and Subcontractors shall procure and maintain at their own expense during the Term the following insurance coverages: Comprehensive General Liability of \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate; Automobile Liability for owned, non-owned and hired vehicles of \$500,000.00 per occurrence. The Automobile Liability coverage shall include form MCS-90. All policies shall provide Grunber with at least 30 days written notice of any changes in coverage or policy cancellation and Grunber and the Customers shall be named as "Additional Insureds" under each such policy, except for Workers' Compensation Contractor shall provide a certificate of insurance to Grunber, evidencing the required coverages on or before providing any Services hereunder and promptly thereafter upon Grunber's request. All insurance policies must be written with an insurance company rated "A", or better, by A.M. Best Company. The additional insured coverage as extended hereunder will apply

on a “primary” basis with respect to the liability arising out of the operations of the insured, and is not limited to liability arising out of written agreements or contracts.

Confidentiality. Each party hereto shall keep strictly confidential and not disclose to any third party any information concerning the business practices and affairs of the other party hereto (including but not limited to Customer names and addresses, details regarding the Services or any Waste Materials, or pricing components and strategies) that the non-disclosing party may learn as a result of these Terms. Any correspondence or discussions between Contractor and any Customer, whether written, oral or electronic, in reference to payments, pricing, terms, service problems, shut-offs, or the like, will constitute a material breach of these Terms. Each party may enforce this paragraph by injunction or specific performance, in addition to any other rights to which such party may be entitled at law or in equity. The foregoing restrictions do not apply to any information that: (i) is in or enters the public domain, through no wrongdoing of Contractor or any third party; (ii) has been disclosed to Contractor by a third party who is not subject to such restriction and who has not directly or indirectly received such information through the wrongdoing of any third party; or (iii) is independently developed or known by Contractor without use of or reference to any Grunber files or documents. The terms of this paragraph will survive for five years following any termination of these Terms; provided, however, that to the extent any of the confidentiality obligations in this paragraph pertain to trade secrets, such obligations will survive indefinitely. Neither party shall be liable for disclosure of the disclosing party’s Confidential Information if made in response to a valid order of a court or authorized agency of government or otherwise as required by law, rule or regulation, including without limitation, as necessary to comply with applicable securities regulations; provided that the recipient provides reasonable notice to the disclosing party so that the disclosing party may seek to prevent or limit such disclosure, or to obtain confidential treatment for such disclosure.

Social Media / Online Classifieds / Job Boards. As a Contractor for Grunber you are prohibited from sharing customer identifiable information, scope of work details, items collected, cost of service, or any details associated with any Job Order on external social media sites, online classified sites, job boards, or any other website. Every Grunber Contractor must be respectful to others when conducting business on behalf of Grunber. Grunber monitors social media related to our business and our Customers. If we find any statements or claims that are false or misleading, we will contact you for immediate correction. Contractors who violate this or other components of these Terms may be subject to disciplinary and legal action including, but not limited to termination of Services.

Driver Status Notifications at GRUNBER.

At GRUNBER, we maintain three distinct statuses to ensure clarity and efficiency in our driver management system. Each status corresponds to specific stages in the onboarding process or ongoing compliance checks.

A. Driver Review Pending.

Upon submission of all necessary information through our website, drivers enter this status. Our dispatch team conducts a thorough review before onboarding a driver. Given the high demand for signed drivers, this review typically takes 5-7 business days. Rest assured, we're diligently processing these applications to accommodate the surge in demand.

B. Driver Account Approved.

Once our dispatch team reviews and approves all submitted information, the driver's account is officially approved. However, it's important to note that immediate job orders might not be issued. Our nationwide service means demand varies across states and provinces. Patience during this phase is appreciated as we strive to ensure consistent opportunities for all drivers, aiming to keep everyone busy throughout the day.

C. YOUR PROFILE HAS BEEN TAGGED!

Receiving this notification means there are specific tags associated with your profile. These tags might indicate missing information, such as a picture or document, or highlight instances where a driver may have fallen short in commitments (e.g., no-shows, lateness, incomplete jobs). Promptly contacting our team at drivers@grunber.com to address and resolve these issues is crucial to resume receiving job orders promptly. If your profile bears this tag, it signifies non-compliance, and we urge immediate contact with us to rectify the situation.

Maintaining compliance and communication is vital in ensuring a seamless partnership between GRUNBER and our drivers. Should you have any queries or concerns, do not hesitate to reach out to our team for swift resolution.

Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of the Terms were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement, and shall be entitled to enforce specifically the provisions of these Terms, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

Notices. Except as otherwise specified in these Terms, all notices, demands and other communications to be given or delivered under or by reason of the provisions of these Terms shall be in writing and will be deemed to have been given (a) when personally delivered, (b) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, (c) three business days after being sent by registered or certified mail, or (iv) if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day. Notices, demands and communications mailed to Grunber shall be sent to Grunber llc., 118 kittredge st, Roslindale, Ma, 02131 and to Contractor, at either the email address, phone number, or the last address on file with the Company, unless another address is specified in writing for notice purposes, Contractor agrees to keep Grunber informed at all times of Contractor's current address.