



GENERATOR FULL SERVICES AGREEMENT

Contract # <_____>

PROECO Corporation
7722 - 9th Street
Edmonton, AB T6P 1L6
Phone (780) 440-1825
Fax (780) 440-2428

Client:

This Agreement, made this _____ day of _____, 20__ by and between _____ (hereafter called the "Client") and PROECO Corporation (hereafter call "PROECO") with the corporate office at 7722 - 9th street, Edmonton, Alberta T6P 1L6.

This Agreement shall be governed in all respects by the laws of the Province of Alberta.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

PROECO Corporation

Client:

Sign: _____

Sign: _____

Print Name:

Print Name:

Title:

Title:

Date:

Date:

The Client and PROECO, for the consideration hereinafter set forth, agree as follows:

Services to be Performed

1. (1) PROECO agrees to perform waste management services for the Client. A description of the specific services to be performed is set forth in a supplemental information document (Schedule A) attached hereto and made a part hereof, which may be amended periodically by mutual agreement, (attached hereto and made a part hereof).

Fee

2. (1) The charges for services performed by PROECO, which the Client shall pay, shall be those as set forth in Schedule A, and if necessary, the charges required pursuant to paragraph 4. (5).

(2) A monthly invoice shall be prepared by PROECO for services performed. Payment shall be in cash at the time of waste product is accepted for disposal by PROECO unless credit has been approved by PROECO. Said invoice shall be paid by the Client within thirty (30) days from the date of invoice. If the Client is not the generator of the waste product, PROECO may require the generator to guarantee payment of services performed.

(3) Fees specified in the Schedule A may be altered at any time if legislation or regulations, enacted or promulgated after the date of this Agreement, impose taxes, tariffs, fees, surcharges or other charges specifically upon the transportation, storage or disposal of the waste products, in which case such charges shall be automatically invoiced to the Client, with an explanation provided and payable on receipt.

Term

3. (1) This Agreement shall commence on the date written herein and shall continue in full force and effect for a period of one (1) year and from year to year thereafter until terminated by either party, in which case the terminating party shall provide the other party with at least thirty (30) days prior written notice.

Delivery

4. (1) Tender of Delivery. The Client shall tender delivery of its waste product to PROECO at those times and places, in those quantities and in the manner specified in Schedule A. The Client shall also tender to PROECO those completed documents, shipping papers or manifests as required for lawful transfer of the wastes in accordance with all valid and applicable laws and regulations. Tender of delivery shall be considered non-conforming if not in accordance with this section.

(2) Right to inspect. PROECO shall have the right, but not duty or obligation, to inspect, sample, analyze or test any tendered waste products at the Client's expense, upon notification to the Client, before or after accepting such products. Failure or refusal of the Client to provide PROECO with access shall be deemed a non-conforming tender of delivery.

(3) Improper Delivery/Right of Rejection. If all or any part of the waste products or tender of delivery fail in any respect to conform to this Agreement, PROECO may, at its sole discretion, (1) reject all waste product tendered; or (2) accept all waste products tendered; or (3) accept any unit or units of waste products and reject the rest. PROECO shall notify the Client of the manner in which the waste products or tender of delivery are non-conforming.

(4) Title to the waste products, together with all responsibility and liability in connection therewith, shall pass to PROECO upon PROECO's acceptance of the waste products as provided in this section, unless under the provisions of this Agreement, shipment of the waste products is the responsibility of PROECO, in which event, title, responsibility and liability shall pass upon the delivery to and acceptance by PROECO at the commencement of the shipment.

(5) Acceptance of Waste Products. PROECO shall accept any waste products which are in conformance with this Agreement. Acceptance of the waste products or any unit thereof does not, however, impair or operate as a waiver of any right or remedy available to PROECO, including revocation of acceptance, in the event the waste products or their tender are later discovered to be non-conforming. PROECO shall promptly notify the Client of the existence of the non-conformity; if the non-conforming waste product can be safely handled by PROECO, the additional cost of treatment and/or disposal; and, whether such non-conformity is of such a magnitude as to render the non-conforming waste product unacceptable for disposal at PROECO's facility. In revoking its acceptance of any waste products, PROECO shall notify the Client in writing of the manner in which the waste products are non-conforming.

(6) Rejected or Revoked Waste Products. If PROECO and the Client cannot, within reasonable time after rejection or revocation, agree on necessary amendments to Schedule A, the Client shall make prompt arrangements for the removal of the non-conforming materials from PROECO's facility, or any other facility providing services to PROECO. The Client agrees to pay PROECO its reasonable expenses and charges for handling, loading, stowing, preparing for transport, transporting, storing and caring for any waste products returned to the Client pursuant to this section. If the parties cannot agree on necessary amendments to Schedule "A" the client will have the option to terminate the contract on fifteen (15) days written notice.

Method of Transport, Storage, Treatment and Disposal

5. (1) The loading, transportation, storage, treatment and disposal of Client's waste products shall be in accordance with Schedule A. PROECO shall perform all services in accordance with authorizations and permits issued by the applicable local, provincial and federal regulatory agencies.

Warranties

6. (1) PROECO Warrants and Represents to the Client that:

(a) PROECO will handle, transport, store, treat and dispose of the waste products in a safe and secure manner and in full compliance with all valid and applicable laws and regulations of the federal, provincial and local governments in whose jurisdictions such activities are performed under the Agreement; and,

(b) PROECO will ensure that all permits, licenses, certificates or approvals required for compliance with applicable laws and regulations have been obtained, or will be obtained, for any and all vehicles, containers and personnel provided by or arranged for by PROECO in the performance of this Agreement; and,

(c) The treatment, storage or disposal facilities (described in Schedule A) have been issued all permits, licenses, certificates or approvals required by valid and applicable laws and regulations; and,

(d) If the permits, licenses, governmental authorizations or any other privileges to operate for the facility(ies) in Schedule A are terminated, for whatever reason, and therefore the facility(ies) is (are) prohibited from accepting waste products, then during the ensuing storage or transportation period, the Client's waste products will either be shipped back to the Client, or shipped to another facility that is mutually acceptable to both PROECO and the Client, which will be described in an amended Schedule A; and,

(e) The express warranties of PROECO set forth in this section are exclusive and all other warranties of any kind, whether written, oral, express, statutory or implied (whether arising under law or equity or custom of usage), including without limitation the implied warranties of merchantability and fitness for a particular purpose, are excluded from this Agreement.

(f) Waste Profile Sheets in the form prescribed by PROECO Schedule C attached will accurately describe the conforming waste materials. In the event that a Waste Profile Sheet has been provided to the client and has not been signed by an authorized person and waste materials have been accepted, any non conformity of the waste materials may be judged using the Waste Profile Sheet information as the basis for additional charges for any non conforming waste materials. Completion of the Waste Profile Sheet by PROECO, prior to submission of the Waste Profile Sheet to the client, shall not absolve the client from making corrections or alterations to the waste profile, to more accurately describe the waste materials, outlined on the Waste Profile Sheet, prior to return to PROECO for waste acceptance approval. Failure of the client to return the waste profile prior to tender of delivery shall not absolve the client from any non conforming waste charges.

(2) The Client Warrants and Represents to PROECO that:

(a) The description of the waste products in Schedule A is true and correct in all material respects and fairly advises PROECO of the hazards and risks known by the Client to be incident to the handling, transportation, storage and disposal of the waste products, and is otherwise in full compliance with all material description requirements or valid and applicable laws and regulations; and,

(b) Waste products tendered to PROECO will conform in all material respects to the descriptions and specifications in Schedule A; and,

(c) If the Client receives information that the waste products described in Schedule A present or may present a material hazard or risk to persons or the environment, which was not disclosed in Schedule A, the Client shall immediately report such information to PROECO; and,

(d) The Client shall prepare the waste products for transportation and tender to PROECO in accordance with all valid and applicable laws and regulations, including, but not limited to: (a) container specification for any container not supplied or arranged for by PROECO; and, (b) marking and labeling all containers

(e) The Client is not prohibited by any law, rule or regulation from transferring exclusive possession and control of the waste products to PROECO. If the Client is not the generator of the waste product, the information contained in each Material Profile Sheet submitted by the Client was executed by the generator and the Client has no reason to believe that any such information is incorrect or false; such generator is the owner of the waste product; and the waste product has not been co-mingled with another waste stream or its physical properties altered.

(f) The Client shall agree to prepare all documentation assurances at PROECO's request, if required by the designated treatment, storage or disposal facility.

Indemnification

7. (1) The Client agrees to indemnify, save harmless and defend PROECO from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incidental thereto, including reasonable legal fees on a solicitor and own client basis, which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) the Client's breach of any term or provision of this Agreement; or (2) any negligent or willful act or omission of the Client, its employees or subcontractors in the performance of the Agreement; or (3) the delivery to PROECO from the Client of waste products which do not conform to the description thereof in Schedule A hereto; or, (4) the Client's generation of waste products which eventually become the subject of a clean-up action of any other governmental agency enforcement action.

(2) Additionally, PROECO agrees to indemnify, save harmless and defend the Client from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including reasonable legal fees on a solicitor and own client basis which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused in whole or in part by (1) PROECO's breach of any term or provision of this Agreement; or, (2) any negligent or willful act or omission by PROECO, its employees or subcontractors in the performance of this Agreement.

Limitation of Liability

8. (1) In no event shall PROECO be liable to the Client whether in tort, contract or other legal theory, for incidental, indirect, special, or consequential damages arising in connection with the performance or failure to perform service hereunder. PROECO's total liability and obligation to indemnify shall in no event exceed the limits of PROECO's insurance policies. The provision of this section, providing for limitations of or protection against PROECO's liability shall survive completion of the services hereunder or termination or expiration of this Agreement, and such provisions shall apply to the full extent permitted by law.

Agency

9. (1) For the limited purposes of the packaging, handling, transportation, disposal, recycling or other services in relation to the waste products, the Client specifically appoints PROECO as its true and lawful agent and representative including without restricting the generality of the foregoing, the right to enter into disposal contracts on behalf of, and in the name of the Client.

Confidentially

10. (1) PROECO and the Client shall treat as confidential property and not disclose to others any information (including technical information, experience or data) regarding either party's plans, programs, plant, processes, products, data, equipment operations, or customers which may come within the knowledge of the parties, without in each instance securing the prior written consent of the other party, unless such disclosure is required by law.

(2) However, nothing shall prevent either PROECO or the Client from disclosing to others or using in any manner information which either party can show:

(a) Has been published or has become part of the public domain other than by acts of PROECO or the Client; or,

(b) Has been furnished or made known to PROECO or the Client by third parties without restrictions on its disclosure; or,

(c) Was in either party's possession prior to the disclosure thereof by the Client of PROECO to each other.

Default, Force Majeure, Termination

11. (1) Except as provided in Section 11. (3) below, if, during the term of this Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected, provided, however, that no suspension shall be effective unless and until the complaining party has given written notice of default to the other party allowing at least ten (10) days thereafter to cure such default.

(2) Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay or failure is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

(3) Either party may terminate this Agreement if the other party: (a) has been adjudicated as bankrupt; or, (b) has filed a voluntary petition in bankruptcy; or, (c) has made an assignment for the benefit of creditors; or, (d) a receiver has been appointed for such party.

(4) Termination pursuant to this paragraph shall release PROECO for services not yet performed and described herein.

(5) Termination hereunder shall operate to discharge all obligations which are executory by either party on and after the effective date of termination, but any right of a parlay, based on performance of a breach of this Agreement prior to the effective date of termination, shall survive.

(6) The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement for breach of its terms or conditions.

Assignment

12. (1) Neither party shall assign this Agreement, and any attempt to so assign shall be void without prior written consent of both parties. Any delegation or assignment shall not operate to relieve either party of its responsibilities hereunder. However, nothing in this Agreement shall prohibit PROECO from contracting to a qualified subcontractor for the performance of any or all services herein.

Notice

13. (1) Any notice correspondence required to be given by the term of this Agreement shall be delivered by hand, or delivered by mail, postage prepaid, return receipt requested to the address of the respective party listed at the top of this agreement.

Miscellaneous

14. (1) Waiver.

(a) Any waiver by either party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision of this Agreement, nor a waiver of a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(2) Severability.

(a) If any section, sentence or clause of this Agreement shall be adjudged illegal or unenforceable, such illegality or unenforceability shall not effect the validity of the Agreement as a whole or any section, sentence or clause hereof not so adjudged.

Interpretation

15. (1) This Agreement concludes the entire Agreement between the parties. No modification shall be binding on PROECO or the Client unless it shall be in writing and signed by both parties. In no event shall the pre-printed terms or conditions found on any Client purchase or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both PROECO and the Client. Such pre-printed terms or conditions shall be considered null and of no effect.



THIS AGREEMENT made the _____ day of _____, 20__.

BETWEEN:

PROECO CORPORATION AND CUSTOM ENVIRONMENTAL SERVICES LTD.

Corporations incorporated pursuant
to the laws of the Province of Alberta

PROECO CORPORATION

-and-

Company Name

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

WHEREAS:

- A. The Recipient may obtain from PROECO certain information considered by PROECO to be confidential and proprietary; and
- B. PROECO may obtain from the Recipient certain information considered by the Recipient to be confidential and proprietary.

NOW THEREFORE INCONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration now exchanged by and between each of the Parties hereto (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree as follows:

- 1. In this Agreement unless there is something in the subject matter or context inconsistent therewith:
 - a. “Agreement” means this Confidentiality & Non-Disclosure Agreement together with any and all rambles and amendments;
 - b. “Confidential Information” means:
 - i. potential facilities, clients or generators interested in hauling or received recyclable materials, materials for reuse, surplus, off specification, aged, damaged goods and/or chemicals;
 - ii. companies processing treatment capabilities for materials set forth paragraph i. above;
 - iii. values, costs and economics for the said reuse or recycling;

- iv. consultants, end users, importers, recycles or any transfer, storage and disposal facilities having interest in disposal options.
- c. “Disclose” (including “disclosed”, “disclosure” or variations thereof) means any communication, taking, transmittal or delivery of Confidential Information (or any portion thereof) by conversation, written or document form, object or sample form, or by observation or inspection; and whether or not the Confidential Information is expressly marked as “confidential”, and whether the disclosure is intentional, unintentional, negligent, direct, indirect, purposeful or otherwise;
- d. “Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party;
- e. “Effective Date” means the date first above written;
- f. “Parties” means PROECO and the Recipient; and “Party” means either one of the parties;
- g. “Purpose” means the purpose of PROECO to Broker/Manage the handling and disposal of waste materials for the Recipient to receivers in Canada or elsewhere;
- h. “Receiving Party” means the Party to which Confidential Information is disclosed by the Disclosing Party.

2. PROECO and Recipient agree that Confidential Information shall include any analysis, compilation, study or other document prepared for or by the Receiving Party which is based on or which incorporates parts of the Confidential Information of the Disclosing Party. The Recipient agrees that Confidential Information of PROECO includes Confidential Information of PROECO’s affiliates.

3. PROECO and Recipient hereby agree that, unless otherwise expressly authorized in writing by the Disclosing Party, the Receiving Party agrees to retain the Confidential Information in confidence from the date of receipt of the Confidential information until such time as the information no longer qualifies as Confidential Information pursuant to paragraph 6 hereof.

4. Each Party acknowledges, covenants and agrees that it shall not use the other’s Confidential Information (or any portion thereof) except as and limited to the extent such use is actually necessary and required in connection with the Purpose. The Receiving Party shall hold the Disclosing Party’s Confidential Information in trust of the Disclosing Party, keep it in absolute and strictest confidence and shall limit access to the Confidential Information to only those employees, officers, professional advisors and agents of the Receiving Party who actually need to know or to have access to the Confidential Information, who are obligated to safeguard the Confidential Information by having signed a written agreement with the Receiving Party sufficient to enable the Receiving Party to comply with the terms of this Agreement, and who have been informed of the confidential nature of the Confidential Information and their obligation with respect to its use and disclosure.

5. Each Party agrees to protect the other’s Confidential Information from inadvertent or unauthorized disclosure, access, or use in the same manner as the Receiving Party protects its own confidential Information of a similar nature; provided that the Receiving Party shall exercise no less than reasonable care. PROECO and Recipient agree that each Party, upon receiving the other’s Confidential Information, shall secure all documents, items of work in progress, work products and all other physical embodiments of the Confidential Information in locked files or areas of restricted access in order to prevent unauthorized disclosure. Further, each of the Parties acknowledges and agrees that it shall promptly return to the other Party, upon the other Party’s request, all Confidential Information.

6. Notwithstanding any other provisions of this Agreement, Confidential Information does not include information which the Receiving Party can show through written evidence:
- a. is, or becomes, publicly known through no wrongful act or omission on the part of the Receiving Party or its affiliates; or
 - b. is, at the time of disclosure under this Agreement, already known to the Receiving Party or its affiliates without restriction on disclosure; or
 - c. is, or subsequently becomes, rightfully and without breach of this Agreement, in the Receiving Party's or its affiliates' possession without any obligation restricting disclosure; or
 - d. is independently developed by the Receiving Party or its affiliates without reference to any Confidential Information disclosed to the Receiving Party by the Disclosing Party; or
 - e. is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
 - f. is required to be disclosed by law or applicable legal process; or
 - g. is embodied and ascertainable upon inspection of commercially available products, including manuals and the like, rightfully sold to the public by either Party; or
 - h. is expressly authorized for release by written authorization of the Disclosing Party.
7. No license, express or implied, in the Confidential Information is granted to the Receiving Party other than to use the information in the manner and to the extent authorized by this Agreement.
8. The Parties hereby acknowledge and agree to the Confidential and proprietary nature of the Confidential Information received from the Disclosing Party and the importance of that Confidential Information to the business and affairs of the Disclosing Party. The Parties further agree that upon breach of this Agreement the Disclosing Party may seek and obtain damages, including those on a solicitor and his own client basis, and equitable relief from time to time including, but not limited to, injunctions.
9. The Recipient and PROECO agree not to contact potential receivers or customers that have been introduced to them by the Disclosing Party other than for the Purpose. Specifically, the Parties agree that they will not solicit customers (including receivers utilized by the Parties) introduced to the receiving party by the Disclosing Party.
10. Each Party agrees that it shall not disclose, without the prior written consent of the other, the nature of the Purpose or the existence of this Agreement.
11. No provision of this Agreement shall be deemed to be waived by either Party unless such waiver is in writing. Any waiver of any default committed by either of the Parties hereto in the observance or performance of this Agreement shall not extend or be deemed to extend to or affect any other default.
12. This Agreement is not intended to create, nor shall it be construed as creating, expressly or by implication, any partnership, joint venture or agency relationship whatsoever between the Parties and neither Party shall have, nor represent itself to have, any authority or power to act of or to undertake an obligation or responsibility on behalf of the other Party, except as may herein be expressly provided.

13. This Agreement shall be binding upon the Parties and their respective successors. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement. This Agreement shall be interpreted and governed by the laws of the Province of Alberta, Canada, and any proceedings in respect of it shall be brought and carried on before the courts of the Province of Alberta, Canada, and the Parties irrevocably submit to the exclusive jurisdiction of such courts.

14. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be void, illegal or unenforceable for any reason whatsoever, then the same shall be deemed to be severed from the terms of this Agreement, and all other provisions, terms, and covenants shall remain binding and effective upon the Parties here to and shall be construed as if this Agreement had been executed without such severed provision. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof and supersedes any and all prior oral or written statements, understandings or agreements with respect thereto between the Parties. No modification or amendment of this Agreement will be effective unless made in writing and signed by both parties.

15. Any reference in this Agreement to notices, requests, demands or other communications required or permitted to be given by either Party to another shall be given in writing and delivered by personal service, pre-paid registered mail or facsimile. Any notice shall be deemed to have been given and received if personally delivered, on the day of personal service to the recipient party, provided that if such date is a day other than a business day, such notice shall be deemed to have been given and received on the first business day following the date of personal service; if by pre-paid registered mail, the first business day after the expiration of FIVE (5) days from the date of posting; or if sent by facsimile transmission, on the first business day in the recipient state or province following the date of transmission.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed, as witnessed by the signatures of their duly authorized officers, as of the date and year above first written.

PROECO CORPORATION

Company Name

Per: _____
Name:
Title:

Per: _____
Name:
Title:

CUSTOM ENVIRONMENTAL SERVICES LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title: