

GENERAL BUSINESS TERMS STRYDE SOLUTIONS

Waste Audit

1. Intent of Agreement. Client enters into an agreement with Stryde, to serve as consultant for the Client to reduce waste disposal expenses.

2. Consultant Responsibilities. Stryde will evaluate Client's waste handling, storage and transportation systems and examine relevant contracts and expenses incurred in these areas for the purpose of determining overcharges which may now exist or have existed in the past. Stryde will prepare necessary documentation to secure and implement below-market pricing, to have overcharges removed and obtain refunds and/or credits for past overcharges. Stryde will eliminate duplications, secure a below-market rate and secure improved terms with suppliers.

3. Payment Terms. If Client does not receive a refund, credit or billing reduction, there is no compensation to Stryde. Client agrees to pay Stryde Fifty percent (50%) of all recovered overcharges secured in the form of refunds or credits. For the purposes of this agreement a credit is the same as a refund. If Stryde affects a reduction in Client's future waste disposal expenses or billings, Client agrees to pay Stryde Fifty percent (50%) of these future billing reductions for a period of thirty-six (36) months, to be paid monthly beginning the month when Client realizes the savings. Fees due Stryde are calculated using the most recent billing statement submitted by the Client for this evaluation. Fees due Stryde will not be affected by waste hauler increases. Such increases include, but are not limited to CPI, landfill costs, fuel surcharges, taxes, city franchise pricing amendments or large item and special pick-ups. If Client does not receive a refund, credit or billing reduction, there will be no compensation due Stryde. Client shall pay the fee billed by Stryde within ten (10) days from the date the credit or billing reduction appears on Client's billing or upon receipt of a refund.

4. Client Responsibilities. If Client is approached directly by supplier, Client agrees to refer supplier to Stryde. Client shall give its full cooperation to Stryde in providing required billing information in a timely manner. During the review process, Client agrees not to re-negotiate, amend or extend in place contracts or introduce operational procedures/changes that will affect cost pricing and or contractual obligations of the Client to the supplier. Any cost reduction made during the specific assessment process will be credited to Stryde's presence and therefore, treated as such and factored into the shared revenue structure.

5. Annual Review. Stryde will perform an annual review to identify additional refunds, credits and billing reduction opportunities upon request. The review will commence on each contract anniversary date. All savings uncovered during the reviews are subject to the terms of this agreement. Fees due Stryde from all reviews will be calculated using the most recent billing statement prior to the completion of the review. Client can terminate the annual review process by submitting written notice 30-days prior to any contract anniversary date. Termination of annual review does not relieve Client from fees due from previous billing reductions. The terms of this agreement will apply to future properties submitted unless Client and Stryde agree to revise the terms in writing.

5. Remedies. If Client is in default of payment for three consecutive months, the fees due will be accelerated and the total fees for the term of the agreement will be due and payable upon written notice. In the event the Client terminates this agreement prior to the completion of the analysis, or the agreed upon term, or is in breach of any of the provisions of this agreement. Client shall pay Stryde as liquidated damages three (3) times the Client's most recent waste disposal billing statement. A service charge of \$25.00 per month will be applied to any unpaid portion of the sum billed after the due date. Any dispute in excess of the jurisdiction of small claims court shall be heard and judged rendered by a single arbitrator and the prevailing party shall be entitled to recover attorney's fees and all associated legal fees. If Client approaches existing supplier or an alternative supplier to negotiate an improved pricing plan or execute a service agreement resulting in a refund, credit or monthly billing reduction, Client agrees to that these results are attributed to Stryde's efforts and agrees to compensate Stryde according to the terms of this agreement.

6. Miscellaneous. For the purposes of jurisdiction and venue, this agreement is entered into in Genesee County, Michigan. In the event any provision of this agreement is deemed unenforceable, the provision shall be reworked to be enforceable and the balance of the agreement will remain in force. All information exchanged and the terms of this agreement will be held completely confidential by both parties.