

necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

4. **Public Information Act and Open Meetings Act.** Cyclyx expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Cyclyx shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Cyclyx expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Cyclyx or any other party for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Cyclyx in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Cyclyx hereby verifies that Cyclyx and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by

the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cyclyx does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cyclyx does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Cyclyx does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CYCLYX ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** Cyclyx may use County's name without County's prior written consent only in any of Cyclyx's customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **Personnel.** When performing Services on-site at the County, Cyclyx shall comply with, and ensure that all Cyclyx Personnel comply with, all rules, regulations and policies of County that are communicated to Cyclyx in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
16. **Compliance with Laws.** Cyclyx shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.

Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County

17. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
18. **Insurance.**

A. Prior to commencement of the Services, Cyclyx shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Cyclyx shall provide certified copies of insurance endorsements and/or policies if requested by County. Cyclyx shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Cyclyx shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Cyclyx shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Cyclyx warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Cyclyx shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. Should changes be made to the certificates or policies (while maintaining the coverages set forth in subsection 18A), Cyclyx will provide a new certificates of insurance to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Cyclyx.

19. Notices.

- 19.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

19.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
301 Jackson Street, 4th Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Cyclyx International, LLC
Attn: General Counsel
One New Hampshire Avenue, Suite 340
Portsmouth, New Hampshire 03801

19.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 19.1 and 19.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

19.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

19.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Cyclyx International, LLC


X _____

Signatory: Kevin D. Paine

Title: Chief Financial Officer

Email of signatory: kpaine@cyclyx.com

Timestamp: Thursday, July 20th, 2023 1:50 PM UTC

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Cyclyx's Plastic Retrieval Services Agreement

Exhibit 1

PLASTIC RETRIEVAL SERVICES AGREEMENT

This Plastic Retrieval Services Agreement (“Agreement”) is entered into as of August 1, 2023 (“**Effective Date**”) by and between Cyclyx International, LLC, a Delaware limited liability company with a business address of One New Hampshire Avenue, Suite 340, Portsmouth, New Hampshire 03801 (“**Cyclyx**”) and Fort Bend County, a Texas county with a business address of 301 Jackson, Richmond, TX 77469 (“**Fort Bend County**”). Cyclyx and Fort Bend County are hereinafter referred to individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Cyclyx’s core business activities that include identifying, sourcing, pre-processing, transporting and mixing various plastic feedstocks for mechanical and advancing recycling customers;

WHEREAS, Fort Bend County provides recycling collection services to its residents and from time to time has excess recycling materials that it would like Cyclyx to retrieve from Fort Bend County’s facilities for a use to be determined by Cyclyx;

WHEREAS, Fort Bend County desires from time to time to prepare and provide the Plastic for Cyclyx’s retrieval at Fort Bend County’s facility at no cost, and Cyclyx desires to retrieve the Plastic meeting the Specification at no cost subject to the terms and conditions below, provided it may use the Plastic for the benefit of Cyclyx’s plastic feedstock sourcing and management work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Plastic Materials.

- (a) Commencing on the Effective Date and continuing through the Term, pursuant to the terms and conditions set forth in this Agreement, Cyclyx agrees to retrieve and/or receive at no charge and Fort Bend County agrees to prepare and provide for retrieval and/or delivery at no charge baled Plastic that meets the Specification (as defined in Exhibit A) and any other requirements that are fully described on Exhibit A (the “Plastic”), which is attached and fully incorporated herein.
- (b) *Retrieval of Plastic.* The minimum load for Cyclyx to retrieve the Plastic is 10,000 pounds. Each retrieval of Plastic by Cyclyx will be scheduled by Fort Bend County with Cyclyx by providing Cyclyx with a written Retrieval Notice at least seven (7) calendar days in advance of the proposed retrieval date. The Retrieval Notice will include: (1) the available dates that such Plastic is available for retrieval; (2) the estimated weight of Plastic to be retrieved; and (3) the designated Fort Bend County facility for such retrieval. Cyclyx must confirm its agreement to retrieve the Plastic within five (5) business days from the receipt of the Retrieval Notice.
- (c) *Delivery of Plastic.* Each delivery of Plastic by Fort Bend County will be scheduled by Fort Bend County with Cyclyx by providing Cyclyx with a written Delivery Request at least seven (7) calendar days in advance of the proposed delivery date. The Delivery Request will include: (1) the date(s) that such Plastic is available for delivery; and (2) the estimated weight of Plastic to be delivered. Cyclyx must confirm its agreement to receive the Plastic within five (5) business days from the receipt of the Delivery Request and specify the designated Cyclyx facility for such delivery.

(d) Fort Bend County shall be deemed to have custody, control, title and risk of loss of the Plastic hereunder until Cyclyx or Cyclyx's designee accepts receipt of the Plastic. Title and risk of loss transfer to Cyclyx upon acceptance of the Plastic, and Cyclyx or Cyclyx's designee shall be deemed to be in exclusive control and possession thereof after such title transfer.

2. Term and Termination.

(a) The term of this Agreement commences on the Effective Date and continues for one (1) year thereafter ("Term"). Each Party may terminate this Agreement for any reason by providing sixty (60) calendar days' advance written notice to the other Party.

(b) Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 3 through 8 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement

3. Confidentiality.

(a) Confidentiality Obligations. During the Term and for five (5) years thereafter, each Party will comply with the following: (i) each Party in its capacity as a receiving party shall keep confidential and shall not publish or otherwise disclose any confidential information that is owned or furnished by the disclosing party or its affiliates; (ii) the receiving party may use such confidential information only to the extent required to accomplish the purposes of this Agreement; and (iii) the receiving party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but no less than reasonable care) to ensure that its employees, agents, consultants, and other representatives do not disclose or make any unauthorized use of the confidential information.

(b) Exceptions. The obligations set forth in Section 3(a) shall not apply to any portion of confidential information which the receiving party can prove by competent evidence:

(i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party in breach of this Agreement, generally known or available;

(ii) is known on a non-confidential basis by the receiving party at the time of receiving such information as evidenced by documentation pre-dating disclosure to the receiving party by the disclosing party or any of its affiliates;

(iii) is hereafter rightfully furnished to the receiving party by a third party without restriction on disclosure; or

(iv) was independently developed by the receiving party without reference to information provided by the disclosing party or any of its affiliates, as evidenced by clear contemporaneous documentation.

(c) Authorized Disclosure. The receiving party may disclose confidential information of the disclosing party as expressly provided by the Agreement or if and to the extent such disclosure is reasonably necessary in the following instances:

- (i) exercising the rights and performing the obligations of the receiving party under this Agreement;
- (ii) prosecuting or defending litigation;
- (iii) complying with applicable laws and regulations; or
- (iv) disclosure to its affiliates and its and their employees, agents, and consultants only on a need-to-know basis and solely as necessary in connection with the performance of this Agreement, provided that each of its affiliates and its and their employees, agents, and consultants must be bound by similar obligations of confidentiality at least equivalent to those set forth in this Agreement.
- (v) Notwithstanding the foregoing, in the event the receiving party is required to make a disclosure of the disclosing party's confidential information pursuant to Section 3(c)(ii) or (iii), it will give reasonable advance notice to the disclosing party of such disclosure and use reasonable efforts to secure confidential treatment of such information at least as diligently as the receiving party would use to protect its own confidential information.

4. Representations and Warranties.

- (a) Title to Plastic. Fort Bend County warrants clear title to all Plastic designated for retrieval hereunder and covenants that Fort Bend County has all necessary right, authority and that such Plastic will be free from liens, encumbrances, adverse claims and proprietary rights at the passing of title.
- (b) Warranty Specification for Plastic. Fort Bend County warrants to Cyclyx that the Plastic delivered hereunder meets the applicable Specification as defined in Exhibit A at the time of delivery. Fort Bend County warrants that the Plastics will not contain any components or substance that, if disposed of, would be identified as "hazardous waste" under the Solid Waste Disposal Act (42 U.S.C. §§ 6901 to 66992l) (the SWDA), including any applicable regulations promulgated under the SWDA or any applicable state or regional solid waste plan developed and administered under the SWDA.
- (c) Plastic Warranty Remedies. For non-compliance under 3(a) and 3(b), Fort Bend County will, at Fort Bend County's sole cost, promptly collect and remove (or, or in Fort Bend County's sole discretion, pay for such collection and removal of) non-conforming Plastic from Cyclyx (wherever located). Fort Bend County's compliance with this Section 3(c) is conditioned upon Cyclyx or Cyclyx's designee making the non-conforming Plastic available, in a mutually-agreed upon form, for collection and removal by Fort Bend County or Fort Bend County's designee.
- (d) Authority. Fort Bend County represents and warrants that (i) it has the authority and the right to enter into this Agreement and to perform the services hereunder, and that its obligations hereunder are not in conflict with any other Fort Bend County obligations; (ii) Fort Bend County has the proper skills, training, and background necessary to perform its obligations hereunder; and (iii) no authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency, are necessary for the execution, delivery, or performance by Fort Bend County of this Agreement or for the legality, validity, or enforceability hereof.

- (e) Use. Fort Bend County desires to prepare and provide the Plastic meeting the Specification for Cyclyx at no cost so that Fort Bend County does not have to be responsible (financially or otherwise) for alternative use or disposal, and Cyclyx desires to receive the Plastic meeting the Specification at no cost subject to the terms and conditions below provided Cyclyx may use the Plastic for the benefit of its plastic feedstock sourcing and management work. CYCLYX MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SPECIFIC USE OF THE PLASTIC.

5. Force Majeure.

- (a) Performance Excused. Cyclyx and/or Fort Bend County, as applicable, shall not be liable for any delay or failure in performance hereunder if and to the extent such delay or failure is a result of Force Majeure.

- (b) Force Majeure Defined. The term “Force Majeure” shall mean any cause, whether of the kind enumerated herein or otherwise, which is not within the reasonable control of Cyclyx or Fort Bend County, as applicable, and which by the exercise of reasonable diligence Cyclyx or Fort Bend County, as applicable, is unable to prevent or overcome, and which wholly or partially prevents or delays Cyclyx’s or Fort Bend County’s performance, as applicable, of any of its obligations under this Agreement, including any of the following which satisfy the foregoing criteria: acts of God; strikes, lockouts or other industrial disputes or disturbances; acts of the public enemy, sabotage, wars, blockades, insurrections, riots and other civil disturbances; epidemics; landslides, floods, lightning, earthquakes, fires, tornadoes, hurricanes, named storms or other weather events that necessitate extraordinary measures and expenses to maintain operations of the plant, or facilities, and warnings for any of the foregoing which may necessitate the precautionary shut-down of the plant or facility, or any portion thereof, or other related facilities; arrests and restraints of governments (either federal, state, civil or military), including any orders of courts or of a Governmental Authority; explosions, breakage or accidents to equipment, machinery, the plant or any portion thereof, or lines of pipe, or the making of repairs or alterations to any of the foregoing necessitated as a result of a Force Majeure event; inability to secure, or unavoidable delays in securing, labor or materials that are required for Cyclyx’s performance hereunder; electric power shortages or outages; or the necessity for compliance with any applicable Law. For purposes of this Section 4, “Governmental Authority” means any foreign, federal, state, regional, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal. Furthermore, for purposes of this Section 4, “Law” means any applicable law including statute, code, ordinance, order, rule, rule of common law, rule of international law, equity, edicts, treaty, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other directional requirement of any Governmental Authority.

- (c) Force Majeure Notice. A Party invoking Force Majeure will: (a) immediately notify the other party; (b) make every effort to remedy the cause of non-performance, except a strike, and (c) resume performance as soon as possible.

6. Compliance with Law. The Parties are, and at all times during this Agreement shall remain, in compliance with (i) all applicable United States federal, state and local laws, rules and regulations and (ii) all other applicable non-United States laws, rules, regulations, orders or other requirements of any governmental authority or regulatory body or agency (or similar entity) in each jurisdiction where that

Party conducts any business, including without limitation antitrust, anti-corruption laws, and U.S. trade sanctions and export controls laws.

7. Limitation on Liabilities.

- (a) Consequential Loss or Damage. Except for Sections 3(a), 4(b), 7(b) and 7(c), no Party shall be liable to the other Party for or in respect of any consequential loss or damage, special or punitive damages or loss of profits or business interruption, suffered or incurred by any other Party arising out of, in connection with, or resulting from, this Agreement, whether any claim for such loss or damage is based on tort (including negligence), strict liability, contract (including breach of or failure to perform this Agreement or the breach of any representation or warranty hereunder, whether express or implied) or otherwise.
- (b) Liability to Third Parties. Cyclyx and Fort Bend County shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action asserted against the indemnitee by any third party including, without limitation, Cyclyx's and Fort Bend County's employees, for personal injury, death, or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence or Willful Misconduct of Cyclyx and Fort Bend County, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence, Gross Negligence or Willful Misconduct. If either Party is strictly liable under law, the other Party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable.
- (c) Gross Negligence and Willful Misconduct. Notwithstanding anything in this Agreement to the contrary, each Party is fully responsible, without limit, for Gross Negligence or Willful Misconduct of its managerial and senior supervisory personnel and is not entitled to a release, indemnity, or defense from the other Party for this conduct. "Gross Negligence" is defined by the law governing the Agreement; however, if such law does not define the term "gross negligence," it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing the Agreement; however, if such law does not define the term "willful misconduct," it means an intentional disregard of good and prudent standards of performance or of any of the terms of the Agreement.
- (d) Exclusive Remedies. From and after the Effective Date, this Agreement contains the Parties' exclusive remedies against each other with respect to the transactions contemplated hereby, including breaches of representations, warranties, and agreements of the Parties contained in this Agreement or in any document delivered pursuant to this Agreement.

8. General Provisions.

- (a) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without recourse to the conflict of law principles. Each Party will submit to the exclusive jurisdiction of the courts of Harris County, Texas, including municipal, county, state, and/or federal courts as appropriate.
- (b) Survival. Cancellation, expiration or termination of this Agreement shall not relieve the Parties of any obligations that, by their very nature, must survive said cancellation, expiration or termination,

including choice of law (Section 8(a)), limitations of liability (Section 7), confidentiality provisions (Section 3), and certain miscellaneous provisions (Section 8), all of which shall remain in effect until all rights, obligations and remedies have been finally extinguished, and all disputes have been finally resolved.

- (c) Illegal Activity. Neither Party shall engage in any act or practice that would, directly or indirectly, contravene any statute applicable in any jurisdiction in which such Party engages in any activity that prohibits bribery, money laundering or payments to government officials, including, without limitation, any policies of any governmental or quasi-governmental agency implementing or enforcing the foregoing.
- (d) Relationship of the Parties. The relationship between Fort Bend County and Cyclyx is solely that of independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- (e) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- (f) Entire Agreement. This Agreement, including and together with any related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter
- (g) Notices. Notices required or permitted to be given under this Agreement may be served on the Parties hereto at the Party's address as set out Exhibit A of this Agreement or to such other address as may subsequently have been notified to the other Party in writing. Notices shall be in writing and sent by registered mail or courier service. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.
- (h) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (i) Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (j) Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- (k) Assignment. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns. Neither Party may assign, transfer, or otherwise convey any of its rights hereunder in any other manner, or purport to do the same in any other manner with this Agreement or any of its rights under it, nor purport to do any of the same, without having obtained the prior written consent of the other Party.
- (l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Cyclyx International, LLC


x _____

Signatory: Kevin D. Paine

Title: Chief Financial Officer

Email of signatory: kpaine@cyclyx.com

Timestamp: Thursday, July 20th, 2023 1:50 PM UTC

EXHIBIT A
Specification

For purposes of this Agreement, the Plastic shall:

1. Consist of residential, post-use rigid plastic marked as #2, or #4 or #5;
2. Threaded plastic caps whether marked or not, such as found on water bottles, soda bottles, mayonnaise jars, etc;
3. Be baled in any combination; and
4. Contain the Composite Definition identified below.

Items (1) through (4) are collectively, the “**Specification**”

Composition Definition	
Polyethylene and Polypropylene, Total	95 - 100%
Fines	<1% total
Putrescible Waste	<1%
Moisture Content	<5%
Restricted Materials	Non-Detect
Paper	<5%
<p>Other than specific components defined above, feedstock stream shall contain less than 1% individually or in the aggregate of Non-plastic Materials, including but not limited to the following:</p> <ul style="list-style-type: none"> • Aggregate (asphalt, concrete, rock, stone, etc.); • Glass; • Wood; • Any other non-plastic material; or • Fines including all materials with a particle size less than 1/8 inch or 3 mm. <p>Feedstock stream shall contain no restricted materials (Restricted Material(s)), including but not limited to the following:</p> <ul style="list-style-type: none"> • Hazardous waste; • Universal waste; • Medical waste; • Radioactive materials; or • Chemicals. • Metals. 	

Contact Information

Cyclyx	Fort Bend County
<p style="text-align: center;">Cyclyx International, LLC Attn: CFO One New Hampshire Ave, Suite 340 Portsmouth, NH 03801 notices@cyclyx.com</p> <p style="text-align: center;">Contact: Frank Chiu Telephone Number: 832-331-2260 Email Address: fchiu@cyclyx.com</p>	<p style="text-align: center;">Fort Bend County Engineering 301 Jackson Richmond, Texas</p> <p style="text-align: center;">Contact: Jillian Peterson Telephone Number: 281-633-7500 Email Address: jillian.peterson@fbctx.gov</p>