

WASTE MANAGEMENT

“Share the Greensm”

Women-Owned Business Initiative

Terms & Conditions

OVERVIEW: Waste Management National Services, Inc. (“WM”) supports diversity and inclusion. As part of that support, WM wants to increase its engagement with women-owned vendors and generally help promote them in seeking engagements with corporate clients/customers. To help further these goals, WM has created the “Share the Greensm” Initiative (the “Initiative”) to help foster women-owned businesses. As further described below, the Initiative offers women-owned businesses the opportunity to apply for consideration to become a vendor to WM and/or the co-sponsors of the Initiative, and to participate in a learning experience to hone their business-pitch skills during the application process. While no guarantee is made that any number of women-owned businesses will receive any actual engagement from WM, its affiliates or any other company (all such decisions are in the sole discretion of the applicable company), it is hoped that participation in the process will help further the goals of diversity and inclusion that are the foundation for the Initiative.

1. Eligibility: Applications for the Initiative will be accepted from any women-owned business (51% or more) based in the 50 United States or DC. Certification as a women-owned business by the US Small Business Association or any other national certification organization (WBENC, WBE, etc.) is not required, but WM reserves the right to verify the ownership and other facts concerning any applicant.

Each applicant agrees to the Consent in the Exhibit attached hereto and to sign one or more additional agreements (publicity and liability releases, etc.) to participate in each phase. Applicants acknowledge and agree that they (a) do not acquire any right to use any logos or trademarks of WM, its affiliates or other sponsors without the owner’s prior express written permission, and (b) will not make any public statements misrepresenting their role in the Initiative or relationship to WM, its affiliates or any other sponsor; applicants may submit proposed public statements to WM for prior written approval.

2. How to participate: Visit <https://sharethegreen.wm.com/> (the “Website”) and follow the instructions to complete an application. Applications must be submitted between 12:00:01 a.m. CT on June 14, 2021 through **11:59:59 p.m CT on July 16, 2021**. Limit one (1) submission per eligible women-owned business. Only the first submission from a business will be considered; any additional submission(s) by the same business will be disqualified. By submitting an application, you agree to these Terms & Conditions (“Terms”) and certify you are authorized to do so on behalf of your women-owned business.

3. Data. Any personal information supplied by you as part of the online application process will be subject to the [WM Privacy Policy](#). Since there may be confidential or proprietary business information in your application or in any pitch you may develop while participating in the Initiative, such information will be used by WM and any co-sponsors only as part of the Initiative. For avoidance of doubt, such use may include sharing with other companies or persons who are working with or on behalf of WM for the purpose of carrying out the Initiative including for marketing and promotion purposes.

4. Evaluation of Applicants: The Initiative will proceed in three phases as described below. Selection of applicants for advancement at any stage is in WM’s discretion based on the quality of the submissions and suitability of any applicant as a potential vendor as WM (or any applicable co-sponsor) normally would determine in its business judgment when making any decision to engage a vendor.

Phase One: WM and/or its designees will review eligible applications submitted via the Website to advance to the incubator phase. Each selected applicant will be notified, beginning on or about **July 21, 2021**, using contact information supplied in the online application. Non-selected applicants may or may not be contacted. No guarantee is made as to how many applicants will advance to Phase Two; such decisions are in WM’s sole discretion based on its business judgment regarding the quality of the submissions and suitability of any applicant as a potential vendor.

Phase Two: Each applicant selected to advance from Phase One will be invited to participate in a 3-week virtual incubator process designed to help the selected applicants improve their business-pitch skills, grow their business networks, and hone their actual pitches. The incubator process will be conducted virtually.

Each selected applicant will be notified at the close of the incubator period described above. No guarantee is made as to how many applicants will advance to Phase Three; such decision are in WM's sole discretion based on its business judgment on the suitability and quality of the submissions and applicants as potential vendors.

Phase Three: Each applicant selected to advance from Phase Two will be invited to participate in a virtual pitch phase comprising a practice pitch with feedback, followed by the opportunity (currently scheduled for August 24/25, 2021) to present an actual 10-minute pitch for consideration by corporations from across the U.S. for an opportunity to become a new corporate supplier. While no guarantee is made that any number of actual engagement(s) from WM or any other company will be offered (all such decisions are in the sole discretion of the applicable company(ies)), it is hoped that participation in the process will help further the goals of diversity and inclusion that are the foundation of the Share the Greensm Initiative.

For each Phase, the exact procedures and dates are in WM's sole discretion, and are subject to change at any time. Any selected applicant must be available for any activities in any Phase at the times designated by WM; failure to be available or to attend will result in loss of further consideration as a candidate for potential engagement as a vendor. No fee or charge of any type is charged to become an applicant or participate in any Phase(s) of the Initiative, but applicants are responsible for any incidental costs they may occur.

5. Release of Liability: By participating, you, for yourself and the women-owned business you represent, (a) release WM and each of its corporate affiliates and their employees, officers and directors and representatives including their respective successors and assigns (the "Released Entities") from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in any aspect of the Initiative, (b) agree that the Released Entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Initiative other than as expressly set forth in these Terms, and (c) agree that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Initiative shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Initiative, but in no event attorney's fees; (iii) under no circumstances will any participant be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (iv) these Terms and all disputes shall be governed by the internal laws of the state of Texas without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in the state of Texas, and you expressly consent to the jurisdiction of said courts and waive any objection thereto.

Without limiting the generality of the foregoing, to the extent allowed by law, the Released Parties are not responsible for and shall not be liable for: (i) any printing, typographical, technological or other error in any materials associated with the Initiative, (ii) lost, late, misdirected, damaged, garbled, or illegible application materials, videos, mail, electronic communications or other transmissions of any kind whatsoever (collectively "Communications"); (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of any Communications, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure of any party to receive any Communications for any reason; or (iv) any injury or damage to applicant's or any other person's computer relating to or resulting from participating in the Initiative.

6. General: WM reserves the right to modify these Terms, or to suspend, modify or terminate the Initiative, or any portion thereof, at any time in its absolute discretion without prior notice in the event of circumstances that threaten the integrity, or disrupt the anticipated conduct of the Initiative. Being chosen to participate at any phase in the Initiative does not ensure that you will be selected to continue to any subsequent Phase.

7. Rights in Submissions. You retain all rights in any materials you may submit, including but not limited to your pitch(es); provided that WM and its co-sponsors of the Initiative shall have the right to use such materials in the Initiative and in ordinary course of their respective business(es) to evaluate your application as a potential vendor and as provided in the attached Consent.

8. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN APPLICANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY WEBSITE ASSOCIATED WITH THE INITIATIVE, OR TO INTERFERE WITH THE OPERATION OF THE INITIATIVE, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WM RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Exhibit

CONSENT AND RELEASE FOR USE OF PICTURES AND/OF RECORDINGS

DATE(S) OF
PHOTOGRAPHY/
RECORDING:

LOCATION: Share the Greensm locations

various

This Consent and Release for Use of Pictures and/or Recordings (this "Release") is related to the Share the Greensm event during 2021 and appropriate later dates by and between Waste Management National Services, Inc. ("the Company") and you ("Applicant").

WHEREAS, the Company intends to take Pictures/Recordings as defined below at the above-referenced location for the purposes stated below.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, Applicant hereby consents to the use of the Pictures/Recordings as follows:

1. Applicant hereby irrevocably grants the absolute right and permission to the Company and each of its corporate affiliates including their respective successors and assigns (collectively, "WM") to take photographs, images, videos, and/or voice recordings (in person or via virtual platform) of Applicant's site and of Applicant and its business on the date(s) and at the location listed above (collectively, the "Pictures/Recordings") and to use, re-use, publish, or re-publish, in perpetuity, the Pictures/Recordings in connection with marketing, advertising, or promotion purposes by WM, in any media known or ever developed including on social media. Applicant agrees that the Pictures/Recordings may be combined with other material, cropped, edited, altered or modified. Applicant further agrees that WM has no obligation to use the Pictures/Recordings. For avoidance of doubt, the foregoing includes any Applicant names, marks, logos, or other indicators of source that may appear in the Pictures/Recordings.

2. Applicant hereby waives any right to inspect or approve the Pictures/Recordings or any printed or electronic matter that may be used in conjunction with them now or in the future, and Applicant waives any right to royalties or other compensation arising from or related to the use of the Pictures/Recordings.

3. Applicant agrees that it will not hold, or seek to hold, WM or any person or entity who receives permission from WM responsible for any liability, claims or demands resulting from the use of the Pictures/Recordings.