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SERVICE AGREEMENT # SM-KH-1035/02/2026

TRANSPORTATION, TREATMENT AND DISPOSAL OF DIFFERENT HAZARDOUS WASTE

This Agreement is made and entered into as **of 11th Feb 2026** between:

CONTRACTOR (First Party)	CLIENT (Second Party)
Safe Management for Industrial Waste Co. **Towers of Eastern Cement,** **2217 21 – Ar Rawabi Dist., Unit No. 601** **Al Khobar 34421 - 8856,** **Kingdom of Saudi Arabia** **Tel: +966 13 881 3327** **Fax: +966 13 881 3325** **Hereinafter referred to as the "CONTRACTOR"**	**Kurita AquaChemie Saudi Arabia Co** **Dammam 2nd Industrial City** **Dammam 31545, Saudi Arabia** **Tel: +966 13 805 5412** **Fax: + 966 13 805 4742** **Hereinafter referred to as the "CLIENT"**

The CLIENT has Waste Materials as detailed in Appendix A and hereinafter referred to as "WASTE MATERIALS" for treatment and disposal as per The National Centre of Waste Management (MWAN)/ National Center for Environmental Compliance (NCEC) and Saudi Government Environmental Laws.

Whereas the CONTRACTOR will be the sole responsible party for handling, transporting, treating, and disposing the WASTE MATERIALS in accordance with The National Centre of Waste Management (MWAN)/ National Center for Environmental Compliance (NCEC) and the Saudi government existing regulations, and warrants to have the necessary Saudi Government permits/licenses in his possession to carry out these functions.

Therefore, in consideration of the following premises, covenants and stipulations hereafter set forth, both Parties agree to the following:

I. TECHNICAL

1. Scope of Work: "Collection, Transportation, Treatment and Disposal of Different Hazardous Waste".

   a. The CONTRACTOR to Supply a skip (waste container) for storing the industrial waste(s) listed in Appendix A generated by the CLIENT.
   b. The CONTRACTOR to Supply the required transportation units to collect the industrial waste(s) listed in Appendix A generated by the CLIENT.
   c. The CONTRACTOR to Treat and Dispose the collected industrial waste listed in Appendix A at a MWAN/NCEC approved facility.

2. The CONTRACTOR shall Treat and Dispose the WASTE MATERIALS at its treatment and disposal Facility located on Dammam-Abqaiq highway, landfills area (Eastern Province) depending on the treatment and disposal methods required, and according to The National Centre of Waste Management (MWAN)/ National Center for Environmental Compliance (NCEC) and Saudi Government Environmental Laws s and regulations. The schedule for collection of the WASTE MATERIALS will be based on written request by the CLIENT sent via E-mail or fax, at least 1 day before collection.

3. The CLIENT shall be responsible for filling the skip of the CONTRACTOR with the WASTE MATERIALS prior to collection by the CONTRACTOR. The CONTRACTOR shall be responsible for loading of the skip/ transportation units with the industrial waste(s) listed in Appendix A. The amount of WASTE MATERIALS transported to the contractor's facility for treatment and disposal will be recorded on the Waste Manifest. The CONTRACTOR will confirm acceptance of the WASTE MATERIALS by signing and stamping the Waste Manifest. Copies of Waste Manifest will serve as the basis of payment by the CLIENT to the CONTRACTOR.

4. A certificate of waste received for Treatment and Disposal shall be issued on delivery basis to the CLIENT by the CONTRACTOR. A copy of the certificate shall be kept by the CONTRACTOR in its files for inspection by governmental agencies.

II. COMMERCIAL

1. The Rate of Transportation, Treatment and Disposal of WASTE MATERIAL'S from the CLIENT is as per attached in Appendix B.

2. PAYMENT PROCEDURE

   a. The CONTRACTOR shall submit invoices for their services based on CONTRACTOR's Waste Manifests duly filled out by the CLIENT and duly received and stamped by the CONTRACTOR.

   b. CLIENT shall pay CONTRACTOR within Thirty (30) days after CONTRACTOR's submittal of the invoice to the CLIENT.

III. SPECIAL TERMS & CONDITIONS

1. INDEMNITIES

The CONTRACTOR shall indemnify the CLIENT against all liabilities, any other third party for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution of the services provided by the CONTRACTOR including any

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related costs, charges or expenses that may be incurred by the CLIENT as a result of such claims.

2. ASSIGNMENT

Neither Party may assign its responsibilities or duties in the performance of service, either wholly or in part, without the prior written approval of the other Party.

3. FORCE MAJEURE

No delays or failure to perform by either Party under this Agreement shall constitute a default hereunder or give rise to any claim for damages or compensation if and to the extent caused by Force Majeure. Force Majeure means events or circumstances which are unforeseen and beyond the control of the Parties, including Acts of God, fires, floods, earthquakes, acts of government authority, war, riots, industrial disturbances. However, in case of force majeure situation exceeding sixty days, either party may have the right to terminate this contract upon serving a written notice to the other party specifying the termination date.

4. ENTIRETY

This Agreement and any attachments thereto constitute the entire agreement between the Parties and may not be amended or altered without the written agreement of both Parties. The contracting Parties' duties, obligations, liabilities and warranties hereunder shall be limited to those expressly provided in the Agreement and attachments hereto, and no other duties, obligations, liabilities, or warranties shall be inferred.

5. NOTICES

Unless otherwise provided for in this Agreement, all notices, statements and other communications under this Agreement to be given by either Party to the other shall be in writing and shall have to be delivered by hand, mail, telex, or facsimile to the respective addresses of the Parties as shown in the first paragraph.

6. SETTLEMENT OF DISPUTES

If at any time a dispute shall arise between the two Parties with respect to the provisions of this Agreement, either Party shall give a notice to the other in writing specifying the nature of the dispute. If such dispute cannot be amicably resolved by the Parties within one month from the provided notice, the dispute shall be settled according to the arbitration laws existing at that time in the Kingdom of Saudi Arabia.

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7. CHOICE OF LAW AND INTERPRETATION

a) This Agreement shall be governed by and interpreted in all respects by the laws of the Kingdom of Saudi Arabia.

b) The CLIENT and CONTRACTOR shall adhere strictly to all the terms and conditions of this Agreement if anything is left unmentioned between the CLIENT and CONTRACTOR.

8. CONFIDENTIALITY

During the term of this Agreement at any time thereafter, the CONTRACTOR will maintain and cause its subcontractors, its and their employees, officers and directors to maintain, in confidence and not divulge information obtained to any third-party in the course of providing the Services, it being understood that such information is the property and for the exclusive use and benefit of the CLIENT.

9. ETHICS AND PROHIBITED PAYMENTS

CONTRACTOR shall:

a) Exercise reasonable care and diligence to prevent any action or conditions which could result in a conflict with the CLIENT's best interests. This obligation shall apply to the activities of CONTRACTOR's employees and agents arising from this agreement, in their relations with the CLIENT's employees and representatives, and with vendors, subcontractors and third parties hereunder. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering any payments, loans or other considerations or gifts or entertainment of more than nominal value.

b) i. Ensure that all invoices, final settlements, reports and billings by CONTRACTOR to CLIENT reflect properly the facts about all activities and transactions handled for its accounts.

ii. Notify CLIENT promptly upon discovery of any instances where CONTRACTOR has not complied with the requirements of this Clause 9.

10. TENURE & TERMINATION:

The period of this contract is one (1) year from the date of signing the agreement. However, Either Party has the right to terminate this contract on immediate basis when the conditions are not met or shall provide 30 days' notice without cause.

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In witness whereof, the parties mentioned hereto executed this agreement on the day and year first written above.

CONTRACTOR (First Party)	CLIENT (Second Party)
Safe Management for Industrial Waste Co.	Aquachemie Saudi LLC.
P.O. Box 4719, Al Khobar 31952, Kingdom of Saudi Arabia	Dammam 2nd Industrial City Dammam 31545, Saudi Arabia
Tel: +966 13 881 3327 Fax: +966 13 881 3325	Tel: +966 13 805 5412 Fax: + 966 13 805 4742
Hereinafter referred to as the "CONTRACTOR"	Hereinafter referred to as the "CLIENT"
_____ Mohammad Obeidat Company Director	_____ Authorized Signatory
Witness: _____	Witness: _____
Date: 11/02/2026	Date: _____

NOTE:
THERE ARE TWO ORIGINAL SEALED COPIES OF THIS SERVICE AGREEMENT. COPY NO. (1) SHALL REMAIN WITH THE CLIENT, WHEREAS COPY NO. (2) SHALL BE WITH THE CONTRACTOR. IF TERMINATED/CANCELLED (BEFORE EXPIRY) OR LOST THEN FOUND BY AN UNINVOLVED PARTY, THIS ORIGINAL COPY SHALL BE RETURNED TO SAFE MANAGEMENT HEADQUARTERS AT LEVEL 6, TOWERS OF EASTERN CEMENT, KHOBAR 31952, EASTERN PROVINCE, KINGDOM OF SAUDI ARABIA.

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Appendix A: LIST OF WASTE MATERIALS

SL. No.	Description
01	Liquid Chemical Wastewater
02	Solid Hazardous Waste (Empty Powder Bags and Strapping cords)



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Appendix B: PRICE LIST OF SERVICES

1- Transportation & Disposal of Liquid Chemical Wastewater

L/I#.	Description	UOM	Unit Price (SAR)
01	- Suction of chemical wastewater by using 25 m3 of Vacuum tanker equipped with M9 diesel engine pump. - Transportation of collected chemical mixture wastewater to Safe Management Co. final disposal facility. - Chemical Treatment of chemical mixed wastewater by Naturalization unit - Final Disposal of treated chemical wastewater to evaporation ponds	M3	**300**
1.1	Transportation, Treatment and Disposal of Alkaline Wastewater through Vacuum tanker.	Ton	**140**
1.2	Transportation & Disposal of Janitorial & Floors Wastewater 25 m3 of Vacuum tanker.	Trip	**1050**

2- Transportation & Disposal of Solid Hazardous Waste

L/I#.	Description	UOM	Unit Price (SAR)
2.1	- Mobilization of Skip(s) from Safe Management for Industrial Waste Co. to AquaChemie Saudi LLC.in Dammam 2nd Industrial city - Skip Capacity is 4.5 m3. - This Item required one time at the start of the service. - Mobilization Trip Vehicle can load up to 4 skips at once.	Trip	850
2.2	Supply of skip(s) with capacity of 4.5 M^3 on monthly rental basis charges, and every trip Safe Management Co. will collect the full skip(s) and replace it with empty one.	Skip/ Month	350
2.3	Transportation charges of the full skips(s) with solid hazardous waste using flatbed trailer from AquaChemie Saudi LLC. in Dammam 2nd Ind. to the NCEC/ MWAN approved Safe Management Co. final disposal facility. - Each trip can load up to (4) full skips at once. - Safe Management every trip will replace the full skip(s) with empty one(s)	Trip	850
2.4	Disposal Charges of the solid hazardous waste material collected in 4.5 m3 Skips(s) at the final NCEC/ MWAN approved disposal facility of Safe Management Co located on Abqaiq-Dammam highway.	Skip (4.5 m3)	450

Terms & Conditions:

- Offered prices in SAR and excluding VAT amount that is applied in KSA (15% of invoice/ PO amount)
- Safe Management will utilize only NCEC approved Hazardous waste transporter for transporting waste generated by AquaChemie Saudi LLC.
- Filling of the skip(s) with solid hazardous waste shall be the responsibility of AquaChemie Saudi LLC.

END OF CONTRACT

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