

SERVICE AGREEMENT

Toxic Release Inventory (TRI) Evaluation/Reporting

Last Updated: November 6, 2025

This Service Agreement (“Serv-Agreement”) is entered into by and between ENVIRONMENTAL & SAFETY SUPPORT GROUP, LLC (dba ESSG), an Oklahoma corporation (“Provider” or “Party”), and the entity indicated on the applicable Quote and/or Order Form (“Customer” or “Client” or “Subscriber” or “Party”). This Serv-Agreement is incorporated by reference into, and governed by, the Master Service Agreement (“MSA”) between the Parties. In the event of a conflict between this Serv-Agreement and the MSA, the terms of the MSA shall control unless otherwise expressly stated herein.

1. SERVICE DESCRIPTION

Provider will:

- Review facility operations and chemical usage to confirm applicability under EPA’s TRI Program (EPCRA §313).
- Identify any TRI-listed chemicals manufactured, processed, or otherwise used at threshold levels.
- Collect supporting documentation (SDS, inventory data, usage records) to substantiate reporting determinations.
- Prepare and file required **Form R** or **Form A** submissions for the applicable reporting year that falls within the 12-month period of each agreement.
- Provide a concise summary of release calculations, thresholds, and recordkeeping requirements for audit support.

2. ASSUMPTIONS

Under this Serv-Agreement, the following assumptions are made unless otherwise specifically noted on the Quote and/or Order Form:

1. This service is in conjunction with an active US SDS Chemical Inventory Module.
2. Applies to the number of facilities listed in the Quantity in the Quote and/or Order Form and fewer than 5 TRI chemical reports required.
3. All relevant SDSs and usage data are current within the US SDS Chemical Module.
4. Minimal release estimation or modeling is required (data available through purchase or process records).
5. Federal submission only (no additional state-specific filings).
6. Any governmental filing fees (Federal, State, or Local) are sole responsibility of the Client and are not included in the price of this service.

4. BILLING & PAYMENT

Subscription fees on the Quote and/or Order Form include evaluation, preparation, review, and electronic submission of TRI reports for up to five (5) TRI chemical reports for each of the number of facilities listed on the Quote and/or Order Form (i.e. the Quantity on the quote is 1 = 1 facility, 2 = 2 facilities, etc.). Additional chemicals or extensive data reconciliation may incur hourly charges at **\$150/hr**. Client will be notified prior to any such additional charges are

incurred. Additional facilities will be invoiced at the per-facility rate specified in the applicable Quote or Order Form. All other billing, payment, and tax obligations follow MSA Section 3.

5. TERM & TERMINATION

This Serv-Agreement will run concurrently with the applicable Quote or Order Form and the MSA. Auto-renewal applies per the terms of the MSA. Either Party may terminate this Serv-Agreement in accordance with MSA Section 2.

6. GENERAL

All other terms, conditions, and definitions contained in the MSA remain in full force and effect and are incorporated herein by reference.