



EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement ("Agreement") is made as of ___ day of _____, 2022, ("Effective Date") by and between US Ecology Holdings, Inc. ("USE") and the City of St. Helens ("City"). USE and City may be referred to in this Agreement as the "Parties" or individually as a "Party".

1. **Purpose.** The purpose of this Agreement is to negotiate and define the conditions under which the Parties will enter into a potential business transaction between City and USE, or one of USE's affiliates, in connection with the analysis, planning, scoping, permitting, construction, leasing, operating, and remediation, and all other activities, related to the transition of one or more of the City's wastewater lagoons, or other property, to an operating treatment, storage, and/or disposal facility, and the associated long term management and closure of the facility and property ("Purpose"). The Purpose includes negotiating terms for an agreement that will provide value to both Parties including, but not limited to, liability reduction, improved infrastructure, waterfront development, and revenue potential for the City, as well as economic value for USE.

2. **Exclusivity.** In consideration of the expenditures of time, effort, and expense each Party will undertake in furtherance of the Purpose, each Party agrees it will not, and will ensure its representatives will not, solicit or consider any offers, negotiate or enter into any agreement, or in any way communicate, with any third party, for any work or business relationships related to the Purpose, or related to the property contemplated by the Purpose, for a period of one year after the Effective Date.

2. **Confidential Information.** During the term of this Agreement, and in pursuit of the Purpose, the parties will need to exchange Confidential Information. "Confidential Information" means any (a) information, except for the names of each Party, disclosed, in writing or orally, by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party") concerning the Disclosing Party's current or future business or operations, or related to the Purpose, and includes, for example, any materials, trade secrets, formulas, processes, algorithms, ideas, inventions, data, designs, drawings, proprietary information, business and marketing plans, financial and operational information, and other non-public information.

3. **Non-Confidential Information.** Confidential Information will *not* include the names of either Party, or any information that is:

(a) already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the Receiving Party or its employees;

(b) lawfully in Receiving Party's possession, without an obligation of confidentiality, prior to receipt under this Agreement, or received independently by Receiving Party from a third party who was free to lawfully disclose such information to the Receiving Party;

(c) independently developed by Receiving Party without the use of Confidential Information as evidenced by the Receiving Party's business records; or

(d) specifically approved for release by written authorization of the Disclosing Party.

4. **Ownership and use of Confidential Information.** Confidential Information provided to, or acquired by, Receiving Party remains Disclosing Party's sole property. Receiving Party agrees (a) to use the Confidential Information only for the Purpose, and (b) not distribute or disclose Confidential Information, or any analyses, studies, summaries, or other documentation prepared by the Receiving Party or a third party based on the Confidential Information, except as set forth in this Agreement. Except as permitted by this Agreement neither Party nor its representatives will, without written consent of the other Party, disclose to any person the terms, conditions, or other facts regarding the Purpose or the business relationship contemplated by this Agreement.



5. Protection and Liability. The Receiving Party will use the same degree of care and protection to protect the Confidential Information as it uses to protect its own information of a like nature, and in no event will such degree of care and protection be less than a reasonable degree of care. Receiving Party will be responsible for any breach of this Agreement by its representatives.

6. Required Disclosure.

(a) Notice. If the Receiving Party is requested or required by subpoena or other court order or public disclosure request to disclose Confidential Information, the Receiving Party will provide immediate notice of such request to the Disclosing Party. The Disclosing Party will then be responsible for either determining whether the material may be disclosed or providing reasons and defending the confidentiality of such disclosure to the individual or entity requesting the information. In all cases of required disclosures subject to this section, the Receiving Party will cooperate and work with the Disclosing Party and provide the Disclosing Party a full opportunity to participate in any and all proceedings to protect the Confidential Information.

7. Permitted Disclosure. Receiving Party may provide Confidential Information to the Receiving Party's, and its corporate affiliates', employees and third party professional legal, financial, and technical advisors who: (a) need to know such Confidential Information in connection with the Purpose; and (b) have agreed in writing to be bound by this Agreement and protect such Confidential Information from unauthorized disclosure.

8. Non-Solicitation and Non-Competition. For a period of one year following the Effective Date, neither Party, nor any of its affiliates or subsidiaries, will knowingly solicit, or cause to be solicited for employment, any employee currently employed by the other Party, or any of its affiliates or subsidiaries, without the prior written consent of such Party, provided, however, that this Section does not prohibit solicitation in a general publication.

9. Representations and Warranties.

(a) Authority and Compliance. Each Party represents and warrants to the other that: (a) it has the authority to enter into this Agreement and to disclose all Confidential Information that it discloses to the other Party pursuant to this Agreement; and (b) that disclosure of Confidential Information will not violate any proprietary rights of third parties, including, for example, confidential relationships, patent and copyright rights, or other trade secrets, or any contractual obligations which the Parties may have to any third party.

(b) No Reliance or Warranty. Except as otherwise provided herein, neither Party makes any representation or warranty, express or implied, with respect to any Confidential Information. Confidential Information is provided "as is" with all faults and Disclosing Party will not be liable for the accuracy or completeness of the Confidential Information

10. Return of Property. Upon Disclosing Party's written request, all or any requested portion of Confidential Information will be returned to Disclosing Party or destroyed within five business days of such written request, and Receiving Party will, if requested, provide Disclosing Party with written certification stating that such Confidential Information has been returned or destroyed.

12. Term. Confidential Information will be kept confidential for a period of two (2) years from its date of disclosure.

13. Remedies. The Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party will be entitled to seek injunctive or other equitable relief to remedy any such breach or threatened breach by the Receiving Party.

14. Limitation of Liability. In no event will Disclosing Party be liable for any monetary damages (including, for example, for loss of business profits or business interruption) arising out of the Receiving Party's use or inability to use the Confidential Information.



15. General Provisions.

(a) Entire Agreement. This Agreement expresses the entire understanding of the Parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement will not be modified except in a writing signed by both Parties.

(b) No Assignment. Neither Party may delegate its obligations or assign its rights as a Receiving Party without the prior written consent of the other Party. Any unauthorized assignment or delegation will be void and will be deemed a breach of this Agreement.

(c) Waiver. Any waiver by either Party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision of this Agreement, nor a waiver of a subsequent breach of the same provision.

(d) Fees and Expenses. Each Party will be responsible for its own costs and expenses (including any broker's or finder's fees and the expenses of its representatives) incurred at any time in connection with this Agreement or pursuing or consummating any related transaction.

(e) Governing Law. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law.

(f) Attorney Fees. If any legal action arises related to this Agreement, the prevailing Party will be entitled to recover its court costs and reasonable attorney's fees.

(g) Headings and Severability. The headings to the terms contained herein are for identification purposes only and are not to be construed as part of this Agreement. If any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect.

(h) Notices. All notices, demands, other communications given under this Agreement will be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to **US Ecology Holdings, Inc.:**

US Ecology Holdings, Inc.
Attention: Chad Hyslop
101 South Capitol Boulevard, Suite 1000
Boise, Idaho 83702

If to **City of St. Helens:**

City of St Helens, Oregon
Attention: John Walsh, City Administrator
265 Strand Steet
St Helens, Oregon, 97051

(i) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument, provided that identical counterparts of same are executed by both Parties. These counterparts may include those forwarded electronically by e-mail, and the electronic signature of any Party to this Agreement will be effective to bind such Party to this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have each executed and delivered this Agreement as of the Effective Date.

US Ecology Holdings, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

City of St. Helens

By: _____

Print Name: Rick Scholl

Title: Mayor

Date: July 20, 2022