

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereafter the “Agreement”) is made this ____ day of _____, 2026 (the “Effective Date”), by and between USA Waste of Virginia Landfills, Inc. and its affiliates (collectively “WM”), and the City of Hampton, Virginia (the “City”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties have entered into a Landfill Lease Agreement dated [_____] (the “Lease”) under which the City is granted the right to audit and review certain of WM’s business, operational, financial, pricing, customer, vendor and/or other information which is confidential, or proprietary business information and including information in data form (hereafter the “Proprietary Information”) and the City has agreed that Proprietary Information obtained or reviewed pursuant to such audit shall be subject to the confidentiality obligations set forth herein.

WHEREAS, notwithstanding the foregoing, the Parties understand and agree that this Agreement, though not necessarily the Proprietary Information covered by this Agreement, is subject to disclosure as a public record under the Virginia Freedom of Information Act (“FOIA”).

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Duty of Confidentiality and Non-Disclosure. This Agreement will apply to all Proprietary Information disclosed by WM to the City during any audit conducted by the City, or any third party retained by the City, pursuant to the Lease (an “Audit”). WM shall designate Proprietary Information by clearly labeling the material as “Confidential” or “Proprietary,” specifically identifying the portion of data or other materials to be protected. Any Proprietary Information disclosed in relation to an Audit shall be held by the City in confidence and shall be subject to the following requirements: (i) the City shall limit access to Proprietary Information only to its respective employees, legal counsel, advisors and agents directly involved in conducting an Audit, each on a need-to-know basis for the completion of the Audit (collectively, “Representatives”); (ii) the City shall keep all Proprietary Information of WM in confidence using the same care and caution it affords its own Proprietary Information, but no less than a reasonable degree of care; (iii) the City shall use the Proprietary Information of WM only in connection with its completion of an Audit; (iv) neither the City nor its Representatives will make or maintain any copies or reproductions of WM’s Proprietary Information divulged by WM in connection with any Audit; (v) except as set forth above, the City shall not disclose or transfer any Proprietary Information of WM to any third party without prior written consent of WM, or in the case that the City receives a request for Proprietary Information pursuant to the FOIA, without taking the steps set forth below; and (v) as a condition precedent to receiving or accessing any Proprietary Information in connection with an Audit, the City shall require that each Representative participating in the Audit execute an Acknowledgment of Confidentiality and the City shall advise all Representatives given access to Proprietary Information of the requirements for non-disclosure contained in this Agreement.

Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, the City may disclose Proprietary Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, including a request under FOIA that, in good faith and following consultation with legal counsel, it determines it must disclose. To the extent practicable, the City will promptly notify WM in writing of such demand for disclosure so that WM, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Proprietary Information. The City agrees that they shall not oppose and shall cooperate to the extent practicable with efforts by WM with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if WM is unable to obtain or does not seek a protective order, in a timely manner, and the City is legally requested or required to disclose such Proprietary Information, disclosure of such Proprietary Information may be made without liability by the City to WM.

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Remedies of the Parties. The Parties acknowledge that a breach of this Agreement by either Party could cause irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that either Party shall be entitled to seek all available legal or equitable remedies upon any breach by the other Party. The Parties further acknowledge and agree that this provision shall not constitute a waiver or enlargement of the rights the Parties have or may have under applicable law.

Affiliates and Subsidiaries. This Agreement is intended to encompass the affiliates of the Parties hereto. For the purposes of this Agreement, the term "affiliate" shall mean any entity that is under common control with a Party to this Agreement. Consequently, WM or its affiliates may disclose Proprietary Information to the City with respect to an Audit. The rights and obligations of the Parties hereto shall inure to the benefit of their respective affiliates.

No License. No license to a Party of any trademark, patent, copyright, or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Proprietary Information. No representation, warranty or assurance is made by either Party with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights or rights of third persons.

Term. This Agreement shall remain in full force and effect during the term of the Lease and for a period of three (3) years following the expiration or termination of the Lease.

Applicability, Exclusions. Proprietary Information hereunder shall not include any information (a) known to or in the possession of the City prior to the disclosure thereof by WM, as evidenced by written records; or (b) known or generally available to the public through no act or omission of the City or its Representatives in breach of this Agreement; or (c) made available free of any known legal restriction to the City by a third party.

Entire Agreement; Amendment; Binding Effect; Counterparts; Recitals; Waiver. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature is as equally valid as an original (to the extent allowed by law). No modifications or waiver of the terms and conditions hereof shall be binding upon either Party unless approved in writing by the Party bound. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Governing Law. This Agreement and performance thereunder shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Authority. The persons that execute this Agreement on behalf of each Party represent and warrant that they are authorized to execute this Agreement on their respective Party's behalf and bind that Party hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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[Signature Page]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed and effective as of the Effective Date.

USA WASTE OF VIRGINIA LANDFILLS, INC.

Signature

Print Name:

Title:

CITY OF HAMPTON

Signature

Print Name:

Title:

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ACKNOWLEDGMENT OF CONFIDENTIALITY

The undersigned hereby acknowledges receipt of the Confidentiality and Non-Disclosure Agreement, dated [_____] (the “NDA”) by and between USA Waste of Virginia Landfills, Inc. and its affiliates (collectively “WM”) and the City of Hampton, Virginia (the “City”).

The undersigned further acknowledges and agrees that, as a condition precedent to accessing, reviewing, or receiving any Proprietary Information of WM (as defined in the NDA) in connection with any audit conducted pursuant to the Landfill Lease Agreement between WM and the City dated [_____] , the undersigned is bound by, and shall comply with, all terms and obligations set forth in the NDA.

The undersigned understands and agrees that any Proprietary Information obtained pursuant to such audit may not be disclosed, copied, or reproduced except as expressly permitted in the NDA.

This Acknowledgment shall be effective upon execution.

By: _____

Name: _____

Title: _____

Date: _____