

**IBM CREDIT CORPORATION**  
**MASTER AGREEMENT FOR ASSET DISPOSITION AND SUPPORT SERVICES**

Customer Number:

Agreement Number:

This Asset Disposition And Support Services Agreement will provide for disposal or other disposition of Customer Name ("Customer") eligible Equipment according to the terms of this Agreement. Once a Schedule has been signed by IBM Credit Corporation ("IBM Credit"), you will be provided shipping instructions and a designated location where you are to ship the Equipment on the Schedule.

**DEFINITIONS**

ACCEPTANCE Acceptance of each item of Equipment shall be as defined herein.

AGREEMENT is defined as this Master Agreement for Asset Disposition and Support Services between IBM Credit and the Customer and includes all applicable Schedules. The Agreement commencement date will be the date that IBM Credit signs this Agreement.

DATA CLEANSING Data cleansing is when IBM Credit performs a 3x overwrite on the hard drive using random 0's and 1's making the data unreadable and virtually impossible to recover.

DISPOSAL AND/OR OTHER DISPOSITION Disposal and/or other disposition of the Equipment shall mean IBM Credit's handling, processing, recycling, sale or any other disposition as determined solely by IBM Credit of the eligible Equipment or individual components thereof.

EQUIPMENT Equipment submitted by you for disposal or other disposition that is subsequently accepted for these purposes.

ENVIRONMENTAL LAW means all federal, state, local or municipal statutes, laws, regulations, rules, orders, decrees, ordinances, permits, licenses, registration, approvals, or requirements or authorizations of any governmental authority relating to the environment, natural resources, safety or health of humans or other living organisms, including the manufacture, distribution in commerce, and use of or Release to the natural environment of, Hazardous Substances.

HAZARDOUS SUBSTANCE means any pollutant, contaminant, hazardous substance, hazardous waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, asbestos, PCB's, radioactive material, or other compound, element, material or substance as those terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C., Sections 9601 et seq., or under any Environmental Law.

RECEIPT Receipt of the Equipment occurs upon physical delivery of the Equipment to the location designated by IBM Credit. Receipt of the Equipment by itself shall not constitute Acceptance of the Equipment for purposes of this Agreement.

SCHEDULE Schedule for Product Disposal Services - Equipment Inventory is the detailed listing of each item of Equipment you deliver to us for disposal. As long as the Agreement between you and us is

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in effect, you may submit any number of Schedules, which will each be governed by the terms of this Agreement.

“WE/US/OUR”, refers to IBM Credit Corporation.

“YOU/YOUR”, refers to Customer.

**YOUR RESPONSIBILITIES**

You agree to:

1. complete the information requested in the Schedule to describe all items of Equipment being submitted for disposal;
2. deliver Equipment identified in Attachment 1 to a location we designate;
3. mark and label all Equipment shipping containers according to instructions to be provided by IBM Credit;
4. ship the Equipment to us at the location designated by IBM and in the manner specified in the shipping instructions;
5. pay all Equipment delivery costs to our designated location including costs of any protective packaging as required by the common carrier and any transportation related expenses (such as rigging, specialized truck, etc.);
6. if we agree to pick up the Equipment, provide to us or our designated transporter, all documentation necessary for the lawful transfer and transportation of the Equipment prior to or at the time of our scheduled pick up.
7. remove all power-on, administrative and hard drive passwords from Equipment prior to return.

**CUSTOMER CERTIFICATION:**

In addition, Customer hereby represents and certifies the following with regard to each item of Equipment proposed for disposal or other disposition and listed on any Schedule hereto:

1. all information contained in the Schedule is accurate and complete.
2. for Equipment accepted by IBM Credit, Customer transfers good and marketable title to IBM Credit, free and clear of any encumbrances, liens, legal obligations, or restriction.

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3. with regard to any non-IBM Equipment being delivered to IBM Credit hereunder, or to any IBM Equipment containing any non-IBM modifications, components or parts, there are no Hazardous Substances contained in any such item of Equipment.

**OUR RESPONSIBILITIES**

We agree to:

1. either accept or reject all Equipment proposed for disposal or other disposition. We will verbally notify you of our rejection of the Equipment or any portion of the Equipment within ten (10) business days after receipt at our facility;
2. confirm this notice with written notice within five (5) business days from the date that verbal notice was given. Any Equipment not rejected by us as provided for herein will be deemed accepted;
3. re-ship any rejected Equipment to your location at our expense. We may reject Equipment for any reason.
4. for Equipment that we designate for scrap, we will provide you a certification of destruction upon request.
5. perform Data Cleansing on Equipment returned to IBM Credit.
6. remove all asset tags on Equipment returned to IBM Credit.

**TITLE AND RISK OF LOSS**

Title and all risk of loss of the Equipment shall be transferred from you to us at the time we accept the Equipment.

Title and all risk of loss or damage to rejected Equipment remains with you.

**DISPOSAL OR OTHER DISPOSITION AND PAYMENT**

Upon Acceptance of each item of Equipment, IBM Credit will elect at its sole option whether to scrap or attempt to resell the Equipment.

For Equipment we designate for scrap, we will bill you a disposal charge for each piece of Equipment and IBM Credit retains the rights without any payment or liability to you except as specifically provided for herein, to any parts, precious metals or machines/components reclaimed and sold as part of the IBM Credit disposal scrapping process.

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For Equipment designated for resale, we will bill you a verification testing charge for each piece of Equipment. For Equipment we designate for resale, and sell, you will be paid 70% of the sales price we obtain for the Equipment, less the validation testing charge. Payment will be made within 30 days of the sales date. For Equipment we designate for resale but for which we do not obtain a purchaser, we will not bill you a disposal charge for that Equipment.

**TERMINATION**

Either party may terminate this Agreement at any time upon notice to the other party or may terminate a Schedule to the Agreement prior to delivery of the Equipment described on that Schedule, with no further liability or obligation to one another as to such Equipment. Any costs of returning Equipment in transit will be paid by you.

**INDEMNIFICATION**

Provided that you have complied with your responsibilities under this Agreement, and subject to the completeness and accuracy of your Certifications contained herein, we agree to indemnify and hold you harmless from and against any and all claims brought against you by third parties under any Environmental law arising from or in connection with the storage or disposal of Equipment or Hazardous Substances generated as a result of its disposal or other disposition, under this Agreement.

You agree to indemnify and hold us harmless from and against any and all claims brought against us by third parties for bodily injury to person, including, but not limited to, death, or physical damage to tangible personal property or real property, or costs of response as imposed under any applicable Environmental Law caused directly or indirectly by, arising out of, or associated with, any breach of any of your Certifications or responsibilities or any negligent or willful act or omission by you in the performance of this Agreement.

The terms of this Agreement are the complete and exclusive statement of the Agreement between the parties, superceding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

Accepted by:

IBM CREDIT CORPORATION

(CUSTOMER NAME)

By: \_\_\_\_\_  
Authorized Signature      Date

By: \_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)