



## **MATERIALS AND INFORMATION HANDLING AGREEMENT**

This MATERIALS AND INFORMATION HANDLING AGREEMENT (this "Agreement") is made as of the 29 day of April, 2025 (the "Effective Date") by and between The Wireless Alliance, LLC ("TWA") a Colorado Limited Liability Company") with offices at 1275 Rock Creek Cir., Lafayette, CO 80026, and Greenfield Police Dept. ("Greenfield PD"), with offices at 116 S. State Street, Greenfield, IN.

### **RECITALS**

Whereas, TWA provides environmentally sound recycling and data destruction services.

Whereas, TWA desires to obtain cellular phones and other like and associated products from Greenfield PD.

Whereas, the Federal Government, the United States Environmental Protection Agency, CTIA, R2 and other organizations have promulgated certain regulations relating the handling and disposing of cellular phones and other like and associated products.

Whereas, Greenfield PD desires to transfer Phones to TWA, but Greenfield PD also desires to ensure that the Phones are recycled properly and that all data be removed from the Phones prior to disposal.

Now, THEREFORE, in consideration of the premises, the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I WIRELESS ALLIANCE'S OBLIGATIONS**

1. TWA agrees that any and all Phones and associated products that TWA receives that cannot be resold, repaired or refurbished, and require recycling, will be disposed of pursuant to all Federal laws, United States Environmental Protection Agency Regulations, CTIA, Responsible Recycling (R2), and ISO 14001 standards relating to the use and disposal of the Phones and their collateral equipment. All collateral equipment will be disposed of in the same manner. TWA further agrees that it shall remove all SIM (Subscriber Identity Module) cards from the Phones to the disposal thereof.

2. Wireless further agrees that all personal electronic information and data will be destroyed in accordance with the data sanitization, purging, or destruction practices described in the NIST Guidelines for Media Sanitization: Special Publication 800-88 (rev. 1) prior to reuse, resale, or recycling.

## **ARTICLE II**

### **DEVICE DESTRUCTION GUARANTEE**

3. TWA guarantees that all devices specifically requested by Greenfield PD to be destroyed will be destroyed in a secure and environmentally responsible manner. TWA shall provide Greenfield PD with a Certificate of Destruction as proof of the destruction of the devices.

## **ARTICLE III**

### **Compensation for Surrendered Electronics**

4. **Fee Schedule and Compensation.** TWA acknowledges that Greenfield PD may surrender various electronics, including cellular phones and associated products, for recycling and data destruction services. TWA agrees to provide Greenfield PD with monetary compensation for such surrendered electronics, which shall be determined based on the condition, market value, and recyclability of the items.
5. **Compensation Process.** Upon receipt and evaluation of the surrendered electronics, TWA will provide Greenfield PD with a detailed report outlining the compensation owed for each item. Payment of the shall be made within forty five (45) days from the date of the report, unless otherwise agreed upon in writing by both parties.

## **ARTICLE IV**

### **GENERAL PROVISIONS**

6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to Greenfield PD:
  - Company Name: Greenfield Police Dept.
  - Contact Name: Jerami Summers
  - Address 1: 116 S. State Street
  - Address 2:
  - City, St., Zip: Greenfield, IN 46140



Phone#: 317.325.1207  
email@email.com: jsummers@greenfieldin.org

(b) if to TWA:

The Wireless Alliance, LLC  
1275 Rock Creek Cir.  
Lafayette, CO 80026

With a copy to: (TWA Counsel)

Miller & Harrison, LLC  
Attn: David Harrison  
2305 Broadway  
Boulder, CO 80304

- (b) Counterparts. This Agreement may be executed in one or more counterparts (whether original or facsimile), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
- (c) Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- (d) Miscellaneous. This Agreement and the documents and instruments and other agreements between the parties hereto (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.
- (e) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Colorado.
- (f) Non-Compete Terms. Standard cautions of the NDA will remain in force.
- (g) Title and Risk of Loss. Shipments will be FCA Origin. Title and risk of loss will transfer to TWA when product is accepted by the carrier.
- (h) Alternative Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If either

party is forced to commence an action or seek advice of counsel to enforce any term or provision of this Agreement, the prevailing party, which is defined as the party who is awarded a monetary judgment in any amount, shall be entitled to an award of attorney's fees, costs and expenses relating to such arbitration. Any such arbitration shall be commenced in the City and County of Boulder, State of Colorado.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the Effective Date, as defined herein.

Dated: \_\_\_\_\_, 2025

Greenfield PD

By: \_\_\_\_\_

Name: Jerami Summers

Title: Head Firearms Inst. &  
Evidence Custodian

Dated: April 29, 2025

The Wireless Alliance, LLC

By: 

Name: Luke Isakson

Title: Director of Sustainable  
Technology