

MULTI-MATERIAL STEWARDSHIP MANITOBA PRODUCER SERVICES AGREEMENT

BETWEEN

**Multi-Material Stewardship Manitoba (“We”, “Our”, “Us”
or “MMSM”)**

-and-

_____ (“You”, “Your” or the “Company”)

Instructions to the Company for the completion of this Agreement:

- (i) Review the Agreement (please note that no changes are permitted to the terms of the Agreement).*
- (ii) Fill in all blank areas on p. 1 (the Company’s name) and p. 35 (Attestation).*
- (iii) Sign the signature page to this Agreement on page 35.*

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MMSM PRODUCER SERVICES AGREEMENT

BETWEEN

Multi-Material Stewardship Manitoba (“We”, “Our”, “Us”
or “MMSM”)

-and-

_____ (“You”, “Your” or the “Company”)

Please read the following Producer Services Agreement
carefully.

This Agreement contains very important information about Your rights and
obligations, as well as limitations and exclusions that may apply to You.

By signing this Agreement, You are consenting to be bound by and are becoming a Party to
this Agreement.

Please contact Us at info@circularmaterials.ca or 1-877-667-2626 for any inquiries about this
Agreement. We would be pleased to answer any questions You may have about this Agreement
and any of Your Producer Obligations related to Designated Materials in Manitoba.

A. RECITALS

WHEREAS You are:

- (a) a Producer of Designated Material under the *Packaging and Printed Paper Stewardship Regulation* made pursuant to *The Waste Reduction and Prevention Act* (Manitoba) (as amended from time to time) (the “**Regulation**”) and any guidelines issued by the Minister of Environment and Climate Change (the “**Minister**”); and
- (b) not an Exempt Producer.

AND WHEREAS MMSM operates a Packaging and Printed Paper Stewardship Program approved by the Minister, as may be updated and approved from time to time by the Minister (the “**Program**”) and posted on MMSM’s website.

AND WHEREAS You are required by the Regulation to subscribe to the Program in accordance with section 3(1) of the Regulation.

AND WHEREAS once signed by You, this Agreement replaces the MMSM Rules for Stewards beginning January 1, 2026.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein, You hereby subscribe to the Program by appointing MMSM as Your Producer Responsibility Organization for Packaging and Printed Paper in Manitoba on the following terms.

B. DEFINITIONS

1. Capitalized terms in this Agreement will have the following meanings. Where there is a discrepancy between a definition in this Agreement and the definition provided by the Legislation, the definitions in this Agreement shall be modified to the extent necessary to avoid a conflict with the applicable Legislation, and the definitions in the Legislation shall prevail.
 - (a) **“Administrative Service Provider”** means the service provider that assists MMSM with respect to the implementation and operation of the Program Plan and is, unless subsequently otherwise notified, Circular Materials.
 - (b) **“Affiliate”** means a Producer that controls another Producer or is controlled by an entity that also controls a Producer as provided in *The Corporations Act* (Manitoba), as amended from time to time.
 - (c) **“Agreement”** means this Agreement between MMSM and You.
 - (d) **“Ancillary Packaging”** means:
 - (i) Packaging components and elements integrated into packaging, including elements directly hung or attached to a product and which perform a packaging function; and
 - (ii) all elements are intended to be consumed or disposed of together,unless they are an integral part of the product.
 - (e) **“Annual Producer Report”** means the report submitted in each Report Obligation Year by You in accordance with the terms of this Agreement.
 - (f) **“Annual Producer Reporting Deadline”** means the deadline by which You must file Your Annual Producer Report in the WeRecycle Portal; namely, by no later than May 31 of each calendar year.
 - (g) **“Beverage Container”** means Consumer packaging that:
 - (i) contains or contained a ready-to-serve beverage, other than unflavoured fluid

milk; and

- (ii) was sealed by the beverage's manufacturer after the beverage was placed in it.
- (h) **"Confidential Information"** has the meaning described in section [I] of this Agreement.
- (i) **"Consumer"** means a person who uses Designated Materials for the person's own purpose, and not for the purpose of resale, but does not include a person in the industrial, commercial, or institutional sector.
- (j) **"Convenience Packaging"** means material used in addition to Primary Packaging to facilitate Consumers' handling or transportation of one or more products such as boxes and bags filled at the point of sale.
- (k) **"Data Year"** means the calendar year that You Supplied Designated Material to an Eligible Source specified in the Legislation.
- (l) **"Designated Material"** means Packaging and Printed Paper designated in the MMSM Program Plan and Transition Plan and as defined in the Legislation.
- (m) **"Dollars" or "\$"** means Canadian dollars.
- (n) **"Effective Date"** means for this Agreement:
 - (a) January 1, 2026, if You have/had a legal obligation under the Legislation as of January 1, 2026; or
 - (b) the date on which You signed this Agreement if Your Producer Obligation under the Legislation arose after January 1, 2026.
- (o) **"Eligible Source"** means: (a) single unit dwellings and (b) multi-unit dwellings or such other Eligible Source as may be identified in the Legislation or Program Plan as updated from time to time.
- (p) **"Excluded Paper Products"** means bound hard and soft cover books, such as reference books, literary books, and textbooks and paper products intended for human hygiene such as paper towels, toilet paper, facial tissue, wipes, and sanitary products.
- (q) **"Exempt Producer"** is a Producer who:

- (i) generates less than one million Dollars (\$1,000,000) in gross annual revenue in Manitoba;
 - (ii) manufactures, distributes, sells, or offers for sale less than one tonne of Designated Material annually in Manitoba; or
 - (iii) is a Registered Charity.
- (r) **“Fee Obligation Year”** means a calendar year during which You are required to discharge Your financial and regulatory obligations as required by the Legislation.
- (s) **“Fee(s)”** means the total amount in Dollars calculated by applying the Fee Rates to the quantity of Designated Material You Supplied to Consumers in Manitoba in the Data Year payable by You to MMSM.
- (t) **“Fee Rates”** means the Fee for each Designated Material category payable by You to Us pursuant to this Agreement.
- (u) **“Full EPR”** means a model for collection and recycling of Packaging and Printed Paper managed and financed by Producers based on the Service Standard determined by MMSM.
- (v) **“Force Majeure Event”** means an unforeseeable and extraordinary event external to the impacted Party and beyond the impacted Party’s control and outside of the normal course of business or predictable risks, which may include natural disasters, pandemics,¹ embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of law, or a national or regional emergency.
- (w) **“Gross Negligence”** means (i) a marked and flagrant departure from the standard of conduct of You or Us acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct or omissions by You or Us as constitutes in effect an utter disregard for harmful, foreseeable, and avoidable consequences.
- (x) **“Guidance Issued by the Ministry”** means Ministry-created documents affecting the scope of the Program or interpretation of the Legislation posted on the Ministry’s

¹ The Parties acknowledge this Agreement is being entered into during a pandemic generally referred to as the **“COVID-19 Pandemic”**. In this regard, the Parties agree that the circumstances relating to the COVID-19 Pandemic shall not be regarded as a Force Majeure Event unless circumstances arising in connection with the COVID-19 Pandemic change materially (from the circumstances as of the Effective Date) in a manner that causes a new failure or delay in a Party’s fulfillment or performance of any term of this Agreement.

website or Our website.

- (y) **“Legislation”** means *The Waste Reduction and Prevention Act* (Manitoba) and the *Packaging and Printed Paper Stewardship Regulation*, as may be amended from time to time and includes any Guidance Issued by the Ministry.
- (z) **“Losses”** has the meaning provided for in part [G] (Limitation of Liability and Remedies) of this Agreement.
- (aa) **“Material Change”** in section [60] (Revisions to this Agreement) means, in relation to this Agreement and the Policies referenced herein or proposed to be added to this Agreement, includes a change (i) to Our Fee Rates, (ii) to Our Fee setting methodology or (iii) which reduces Our obligations or increases Your obligations under this Agreement.
- (bb) **“Ministry”** means the Manitoba Ministry of Environment and Climate Change or such successor Ministry as may exist from time to time.
- (cc) **“Other MMSM Registrants”** means other MMSM Printed Paper and Packaging Producers that have entered into an agreement with Us to provide PRO services.
- (dd) **“Packaging”**:
 - (i) means materials that are used for the containment, protection, handling, delivery or presentation of goods Supplied to Consumers, and includes, but is not limited to, Primary Packaging, Convenience Packaging, Transport Packaging, or Ancillary Packaging that are made of glass, metal, plastic or paper or a combination thereof; but
 - (ii) excludes Packaging Accessories, storage containers, and packaging manufactured in whole from wood, ceramic, crystal, rubber, leather or textile.
- (ee) **“Packaging Accessories”** means items associated with packaging that do not provide a packaging function including but not limited to plastic cutlery, serviettes, and straws.
- (ff) **“Party”** or **“Parties”** means, respectively, one or both of You or Us.
- (gg) **“Policy”** or **“Policies”** means the documentation created by Us that provides direction to MMSM Producers about their obligations, as may be updated from time to time and as posted on Our website or the WeRecycle Portal.

- (hh) **“Primary Contact”** means an individual appointed by a senior officer in Your organization according to the [Primary Contact Policy](#) as Your authorized officer or agent under whose authority Your Annual Producer Report is filed.
- (ii) **“Primary Packaging”** means material that is used for the containment, protection, handling, delivery, and presentation of a product that is provided to a Consumer at the point-of-sale, and includes packaging design to group one or more products for the purposes of sale but does not include Convenience Packaging or Transport Packaging.
- (jj) **“Printed Paper”** means Paper made from any cellulosic fibre or and includes but is not limited to Paper that is either blank or contains text or other markings for copying, printing, writing and other general use, bills, booklets, brochures, calendars, catalogs, customer statements, directories, envelopes, flyers, greeting cards, wrapping paper, magazines, newspapers, receipts, corrugated cardboard boxes for moving or mailing items, tissue paper, and all other Paper that is not Packaging, except for Excluded Paper Products.
- (kk) **“Producer”** has the same meaning as “Steward” in the Legislation and is used interchangeably with “Steward” in this Agreement.
- (ll) **“Producer-Initiated Adjustment Request”** has the meaning described in section [24] (Producer-Initiated Adjustment Requests) and governed by Our [Policy for Producer Initiated Adjustment Requests](#).
- (mm) **“Producer Obligation(s)”** means those obligations for which You are responsible pursuant to the Legislation and the Program Plan.
- (nn) **“Program”** means Our approved Packaging and Printed Paper Stewardship Program approved by the Minister, as may be updated and approved by the Minister.
- (oo) **“Program Plan”** means the MMSM Packaging and Printed Paper Stewardship Plan approved by the Minister, as may be updated and approved by the Minister .
- (pp) **“Registered Charity”** means a charitable organization which is registered with the Canada Revenue Agency as a registered charity and listed in the attached link, as may be updated from time to time: https://apps.cra-arc.gc.ca/ebci/hacc/srch/pub/dsplyBscSrch?request_locale=en
- (qq) **“Report Obligation Year”** means a calendar year for which You are required to file an

Annual Producer Report(s) in accordance with the terms of this Agreement.²

- (rr) **“Representatives”** means, in relation to a Party, the Party’s directors, employees, agents, subcontractors, consultants, or professional advisors.
- (ss) **“Service Standard”** means the level of operational service and management of Designated Materials delivered by MMSM.
- (tt) **“Steward”** has the meaning ascribed to “Steward” assigned in the Legislation, as may be further defined in the MMSM Program Plan and is used interchangeably with “Producer” in this Agreement.
- (uu) **“Supply”** means to sell, lease, donate, dispose of, use, transfer the possession of or title of, or otherwise make available to a Consumer in Manitoba or distributed for use by a Consumer in Manitoba.
- (vv) **“Transport Packaging”** means material used in addition to Primary Packaging to facilitate the handling of transportation of one or more products by persons other than Consumers and which is discarded by Consumers, such as delivery envelopes or boxes or other such packaging, but does not include shipping containers designed for transporting things by road, ship, rail or air or any packaging used for the business-to-business delivery of goods and not supplied to Consumers.
- (ww) **“Validation Data”** means information, including: (i) product categorization data such as SKU or UPC; (ii) descriptions of each product item or group; (iii) product sizes; (iv) packaging materials and weight; (v) sales volumes; and (vi) Producer or industry-specific studies or other evidence.
- (xx) **“WeRecycle Portal”** means the web portal operated by Our Administrative Service Provider, found at: <https://werecycle.circularmaterials.ca/irj/portal>.

C. GENERAL

2. Our Legal Status. We:

- (a) are a not-for-profit corporation duly incorporated under the laws of Manitoba with all of the necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations under this Agreement;

² Please note that if You begin Supplying Designated Material on or after January 1 of any calendar year, You may be required to use estimates to inform Your first Annual Producer Report(s).

- (b) have the necessary skills, expertise and resources to provide services to You under this Agreement; and
- (c) have all of the necessary corporate power, authority, and capacity to enter into this Agreement and to carry out Our obligations under this Agreement.

3. **Your Legal Status.** You:

- (a) have Producer Obligations in Manitoba and are entering into this Agreement for the purposes of obtaining services from MMSM to assist You in discharging Your obligations under the Legislation and in accordance with the attestation on the last page of this Agreement; and
- (b) have all of the necessary corporate power, authority, and capacity to enter into this Agreement and to carry out Your obligations under this Agreement.

D. OUR OBLIGATIONS

4. **General.** We shall:

- (a) comply with the Legislation and other applicable laws of general application as well as binding directives and policies issued by the Minister;
- (b) conduct Our business and carry out Our obligations diligently and in a reasonable, proper, and cost-effective manner having regard to the interests of You and all Other MMSM Registrants; and
- (c) provide You with services to support Your compliance with Your Producer Obligations under the Legislation.

5. **Our Obligation to Submit a Program Plan.** As and when required by the Minister, We shall on Your behalf prepare and submit a Program Plan and make such necessary modifications , if any, to secure the Minister’s approval of the Program Plan.

6. **Our Obligation to Implement the Program Plan.** We shall on Your behalf implement the Program Plan and the Transition Plan.

7. **Fee Setting.** We will set Fees in accordance with Part [F] of this Agreement.

8. **Our Annual Report.** We shall on or before July 1 in each year post an annual report on Our website that includes the following information, and any additional information required by the Legislation:

- (a) a description of the Eligible Source(s) from which We are providing collection services on Your behalf;
- (b) a description of the promotion and education materials and strategies used to communicate with Consumers regarding the services provided on Your behalf;
- (c) the total amount of Designated Material pursuant to the categories specified in the Legislation and the applicable recovery percentage pursuant to the specified categories; and
- (d) independently audited financial statements.

9. **Notice Requirements.** Pursuant to the Legislation, We shall notify You as soon as it is reasonably practicable and in any event within thirty (30) days in the event one of the following occurs:

- (a) if We (or any of Our contracted service providers) are charged or convicted with an offence listed in the applicable Legislation;
- (b) if We (or any of Our contracted service providers) are issued a compliance order or monetary penalty by the Ministry; or
- (c) if We (or any of Our contracted service providers) are under investigation by the Competition Bureau for a potential violation of the *Competition Act*.

10. **Notification of Changes to this Agreement or MMSM's Policies.** You will receive notification from Us of proposed Changes to this Agreement and/or MMSM's Policies in accordance with section [60] (Revisions to this Agreement).

11. **Insurance.**

- (a) During the Term of this Agreement, We will, at Our own expense, procure and maintain insurance coverage with respect to the conduct of Our business or We will ensure that Our Administrative Service Provider has procured and maintained insurance coverage in such types and amounts as specified below from reputable insurers that are licensed to do business in Manitoba that have a rating of at least "A-" from the AM Best rating service or its equivalent. Limits may be satisfied with evidence of Umbrella or Excess Insurance coverage.
 - (i) Comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations, tenant's legal liability,

non-owned automobile liability, and contractual liability with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate.

- (ii) Professional liability insurance covering liability for damages caused by an error, omission, or negligent act in the performance of services with minimum limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate.
 - (iii) Cyber liability insurance in the amount of \$2,000,000 per claim and \$2,000,000 in the aggregate, including coverage for loss categories including cyber liability, information assets, cyber breach, and cyber extortion.
 - (iv) Fines and penalties insurance in the amount of \$2,000,000 per claim and \$2,000,000 in the aggregate.
- (b) The policies of insurance shall provide that the coverage is primary and without right of contribution, and, to the extent permitted by applicable law, We shall cause Our insurers to waive subrogation in favour of You.
- (c) On an annual basis, We will post Our Insurance Certificate(s) on Our website. We shall provide You with not less than thirty (30) days' written notice of any cancellation, termination, non-renewal, or material coverage reduction of the insurance policies.
- (d) The insurance limits set forth in this Agreement shall not be construed to be a limitation of Our potential liability arising out of this Agreement. Failure to secure the insurance coverage above, or failure to comply fully with any of the insurance provisions of this Agreement, shall be deemed to be a material breach by Us of the Agreement.

12. Information Technology Requirements.

- (a) We will maintain and post on the WeRecycle Portal a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to the size, scope, and type of Our operations and the sensitivity level of the information in Our possession.
- (b) Our security measures shall be designed to:
- (i) protect the confidentiality, integrity, and availability of the Confidential Information in Our possession or control or to which We have access;
 - (ii) protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of the Confidential Information;

- (iii) protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of the Confidential Information;
- (iv) protect against accidental loss or destruction of, or damage to, Confidential Information; and
- (v) be applicable to Our contractors and agents.

E. YOUR OBLIGATIONS AS A PARTY TO THIS AGREEMENT

13. This Agreement. By executing this Agreement, You agree to only fulfill Your Producer Obligations exclusively through Us in accordance with this Agreement unless or until You have terminated Our services in accordance with this Agreement.

14. Provision of Information.

- (a) You shall provide Us with the contact details (telephone numbers and email addresses) for Your Primary Contact for the service of notices and other communications in connection with this Agreement.
- (b) You shall inform Us within seven (7) days of becoming aware that any information originally submitted by You to Us is not accurate or complete for any reason and shall within thirty (30) days thereafter supply to Us a statement in writing explaining the inaccuracy/incompleteness, together with the corrected/completed information.
- (c) In order to ensure that We maintain accurate data for You and Other MMSM Registrants, You shall inform Us in writing, as soon as practicable and in any event within thirty (30) days of the happening of any of the following events:
 - (i) the bankruptcy, closing, sale or acquisition of all or substantially all of Your business, including the bankruptcy, closing, sale, or acquisition of any subsidiary or brands that form(s) part of Your Producer Obligations and the bankruptcy, closing, sale, or acquisition date and any impact on Your obligation to pay Fees;
 - (ii) a change in the registered office address or in the details provided to Us pursuant to the Annual Producer Report or Your telephone, email address and/or address provided for the purpose of Your registration with Us, or
 - (iii) any other factor that materially impacts Your registration with Us or Your ability to pay Fees.

15. Your Appointment of Us as Your Exclusive PRO in Manitoba. You hereby appoint Us, and We

hereby agree to act, as Your exclusive agent solely in respect of the obligations set out in the Agreement and the Legislation. Unless You have terminated Agreement in a manner permitted herein, You shall not enter into an agreement with another PRO to act as Your agent in respect of Your obligations as a Printed Paper and Packaging Producer or operate Your own program under the Legislation for the same time period in which We are providing You with Services under this Agreement.

16. Producer Fees. You are obligated to pay Fees to MMSM for all the periods (full or partial calendar years) for which You are obligated (i.e., Supplied Designated Material in Manitoba). This means You are obligated from the date You begin to Supply Designated Material to the date You no longer Supply Designated Material in Manitoba in accordance with Our Policies. You agree that if You sign this Agreement part way through a Report Obligation Year, You shall pay for Your entire Producer Obligation as described in this Agreement that corresponds with the prorated amount of time that You Supplied Designated Material in Manitoba in accordance with Our [Onboarding Policy](#).

17. Your Annual Producer Report.

- (a) **Reporting Deadlines.** You shall file an Annual Producer Report in the format requested by Us by the Annual Producer Reporting Deadline of each calendar year, including any required Validation Data regarding Your quantities of Designated Material(s); any brands and Affiliates You reported on; a description of Your methodology (e.g., how You have collected data and calculated Your quantities of Designated Material(s)); and Your rationale for the amounts You have deducted, if any, from Your reported quantities of Designated Material(s) Supplied to an Eligible Source.
- (b) **Contents of Annual Producer Report.** You agree to provide the information requested by Us by the Annual Producer Reporting Deadline to the WeRecycle Portal, including (in addition to the requirements in the Agreement) the following:
 - (i) The total weight of Designated Material in each material category set out in Appendix A that was Supplied by You in the Data Year for each Eligible Source.
 - (ii) The weight of Designated Material in each material category required to be submitted under subsection (i) above, that was:
 - i. deposited into a receptacle at a location that is:
 - a. not an Eligible Source; and

- b. where the product related to the Designated Material was Supplied and used or consumed; and
 - ii. collected from an Eligible Source at the time a related product was installed or delivered.
 - (c) **Beverage Containers.** If You supply beverages in Beverage Containers to Consumers for personal, family, or household purposes, You shall enter into a participant agreement with the Canadian Beverage Container Recycling Association (the “**CBCRA**”) (a “**Participant Agreement**”). Upon entering such Participant Agreement, You agree that, notwithstanding anything to the contrary in this Agreement, MMSM may share certain data regarding You with CBCRA to the extent reasonably necessary to give effect to the Participant Agreement and in accordance with existing confidentiality obligations between MMSM and the CBCRA.
18. **Comply with MMSM Policies.** You agree to comply with Policies that apply to all Other MMSM Registrants. Policies shall be published on Our website and include:
- (a) The Primary Contact Policy;
 - (b) The Onboarding Policy;
 - (c) The Producer-Initiated Adjustment Requests Policy;
 - (d) The Deductions and Exclusions Policy;
 - (e) The Interest Policy;
 - (f) The Dispute Resolution Policy;
 - (g) The Policy for Brand Discontinuances; and
 - (h) Such other policies as may be posted on Our website at a later date with notice to You.
19. **Records Retention.**
- (a) You shall maintain and store in either electronic or written form all documents, data and/or records in respect of Your obligations under this Agreement to substantiate and verify the amount of Designated Material set out in each Annual Producer Report for a period of five (5) years from the Annual Producer Reporting Deadline of each Annual Producer Report. This includes all Validation Data for each Annual Producer Report.

- (b) We shall retain appropriate records in electronic form for a period of five (5) years from the date of creation where such records shall include (i) any records related to arranging, establishing or operating a Designated Material collection and management system in accordance with the Legislation, (ii) any records necessary to demonstrate that We have satisfied Our obligations under this Agreement to You, and (iii) any records necessary to demonstrate that We have satisfied Our obligations under the Legislation.

20. Verification and Audit. In order for Us to ensure a level playing field between You and all Other MMSM Registrants and to minimize costs associated with conducting audits or reviews related to Your fulfillment of Your Producer Obligations, You agree to:

- (a) as the first step, take measures to assess that Your data is accurate and then provide Your assurance to the accuracy of Your data as per the attestation on the WeRecycle Portal when You submit Your data;
- (b) as a second step, on request by Us, provide confirmation from a senior officer in Your organization with the legal authority to bind the Company that the data contained in Your submitted reports is accurate; and
- (c) as the final step, participate in an audit or review at Our request. If We make such a request, You shall, within thirty (30) days of such request, afford Us (or Our authorized agent(s)) during normal business hours reasonable access to Your premises, either physically or electronically (i.e., remotely) and to all of Your relevant documents, data, records, and reports relating to this Agreement and/or Your Producer Obligations howsoever maintained and stored and permit Us (or Our authorized agent(s)) to make and take copies of such documents, data, and records. The audit shall be at Our expense unless, as a result of the audit, it is determined that You underreported Your Designated Material such that Your recalculated Fees are more than ten per cent (10%) higher in an applicable Fee Obligation Year than prior to the audit. This section shall survive termination or expiration of this Agreement. We will not require You to participate in an audit or review of an activity associated with a calendar year for which You are no longer required to retain records in accordance with the Records Retention provisions in the preceding section.

F. FEES

21. Fees - Amount and Principles. The following principles apply to Fee setting:

- (a) The total Program collection costs shall be attributed to each Designated Material or group of similar Designated Materials and shared by You and Other MMSM Registrants

in proportion to the Designated Materials reported by You and all Other MMSM Registrants.

- (b) Your Fees will be reduced by any commodity revenue generated by Us attributable to Your share of Designated Material.
- (c) We intend that all Fees and Fee Rates shall be calculated by Us on a fair basis, in a manner determined by Us, to ensure, so far as reasonably possible, that We do not incur a profit or a loss and with particular regard to the following principles:
 - (i) You and all Other MMSM Registrants will pay Fees to support Our costs of managing Your Producer Obligations;
 - (ii) there shall be no arbitrary cross-subsidization of costs between each Designated Material;
 - (iii) Fee Rates will take into account the cost of managing Designated Material, including but not limited to collection and post-collection costs;
 - (iv) Fee Rates are adjusted to reflect those Designated Materials with higher recycling rates relative to other materials;
 - (v) Our transition preparation costs to Full EPR shall be recovered from You and Other MMSM Registrants over several Fee Obligation Years;
 - (vi) Our overhead costs attributable to the MMSM Program shall be shared by and recovered from You and Other MMSM Registrants in proportion to the Designated Material reported by You and each Other MMSM Registrant; and
 - (vii) We will disclose the cost components contributing to Designated Material Fee Rates.
- (d) By October 31 of the year prior to a Fee Obligation Year, We will publish Fee Rates for each Designated Material or group of similar Designated Materials to be payable by You and Other MMSM Registrants in respect of the next Fee Obligation Year.
- (e) Your Fees in a given year will be based on the amount of Designated Material You Supplied in a Data Year and reported in a Report Obligation Year utilizing the following cadence, which shall continue on the same basis after the 2029 Fee Obligation Year:

Fee Obligation Year	Report Obligation Year	Data Year
2026	2025	2024
2027	2026	2025
2028	2027	2026
2029	2028	2027
Etc.	Etc.	Etc.

- (f) The Fees shall be computed by reference to the following elements:
- (i) cost to collect and recycle Your Designated Material;
 - (ii) cost to promote the collection and recycling of Your Designated Material;
 - (iii) cost to set up and administer the MMSM Full EPR program in accordance with the Legislation and the Program Plan;
 - (iv) contributions to reserves, contingencies, and recycling infrastructure investments We have identified in Our budget or as determined to be necessary for operating MMSM in Your and Other MMSM Registrants' best interests; and
 - (v) a sum equivalent to the amount required to defray any losses incurred by Us.
- (g) In computing all or any of the above revenue and expenses, We estimate such revenue and expenses as We consider reasonable and appropriate and We shall take into account in calculating the Fees any MMSM surplus or deficit.
- (h) We hereby warrant to You that the Fee Rates charged to You under this Agreement shall not exceed the Fee Rates charged to other MMSM Registrants for similar services. We agree that if, while this Agreement is in effect, We offer to another MMSM Registrant similar services at lesser Fee Rates, You shall be charged such lesser Fee Rates from the date the lesser Fee Rates were available to the other MMSM Registrant. We agree to notify You at the time We offer such lesser Fee Rates to another MMSM Registrant and to promptly provide You with any credit thereby created.³

22. Fees - Recalculation. Notwithstanding the foregoing, We may further recalculate the Fees on

³ This section does not apply to the calculation of fees for Newspaper Publishers. In particular, Newspaper Publishers may have agreements with the Ministry and/or MMSM to provide in-kind advertising to discharge their Producer obligations.

the basis set out in this Agreement and may adjust the Fees, either upwards or downwards. We will provide You with advance notice of a recalculation to Your Fees. We may require changes to a filed Annual Producer Report following an audit or review by Us. The audit or review shall be at Our expense unless it is determined that You underreported Your Designated Material such that Your recalculated Fees are more than ten percent (10%) higher in a Fee Obligation Year than prior to the audit or review. For changes initiated by Us as a result of an audit or review, You are required to report and pay for all Designated Material from the time You begin Supplying Designated Material. Interest will be applied in accordance with the [Penalty and Interest Policy](#).

23. Fees - Payment Terms.

- (a) The Fees for each Fee Obligation Year shall be payable by You, pursuant to the deadlines on Your invoice, either:
 - (i) in a single annual payment; or
 - (ii) in four (4) equal quarterly instalments by the deadlines specified in the invoice(s).
- (b) All sums payable under and in accordance with the Agreement by You shall be paid in full without any deduction, withholding, counterclaim, or set off and shall have applicable taxes added to Your invoice.
- (c) Late payment or nonpayment of Fees is subject to the Penalty and [Penalty and Interest Policy](#).
- (d) You are responsible for Our reasonable costs to secure Your overdue payments including legal costs, court fees, and collection agency fees, which may be added to your invoice and form part of the Fees.

24. Producer-Initiated Adjustment Requests. If You identify changes or revisions to Your Annual Producer Report, these must be submitted to Us in accordance with the [Producer-Initiated Adjustment Requests Policy](#) as posted on Our website or WeRecycle Portal and as may be updated by Us from time to time. We reserve the right to conduct an audit or review to substantiate Your Producer-Initiated Adjustment Request. You may be responsible for the cost of such audit or review in accordance with the provisions of this Agreement. We will provide You with advance notice of the estimated costs of such audit or review, if any, before incurring these expenses for payment by You. Where an approved adjustment results in an increase in Fees payable by You, the additional Fees are payable in accordance with the [Producer-Initiated Adjustment Requests Policy](#). If an approved adjustment results in a decrease in Your Fees previously payable, You will be credited in accordance with the [Producer-Initiated Adjustment](#)

[Requests Policy.](#)

G. LIMITATION OF LIABILITY AND REMEDIES

25. Limitations Applicable to Both Parties:

- (a) In no event shall either Party be liable for any consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, lost profits or revenues or diminution in value arising out of or relating to any breach of this Agreement, whether or not the possibility of such damages has been disclosed by either Party in advance or could have been reasonably foreseen, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- (b) Except for claims based on Gross Negligence, breach of confidentiality in part [I], breach of Our information technology requirements in section [12] (Information Technology Requirements), intentional breach of this Agreement, or willful misconduct, each Party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, in respect of any and all claims in any Fee Obligation Year will be limited to the amount that is the greater of:
 - (i) two times (2x) the Fees paid or payable by You to Us in the previous Fee Obligation Year,
 - (ii) if You were not a MMSM Registrant for the entire previous Fee Obligation Year, two times (2x) an estimate of the Fees that would have been paid or payable by You in the previous Fee Obligation Year if You had been a MMSM Registrant for the entire Fee Obligation Year, as reasonably determined by Us, including using Your historical Supply data, or
 - (iii) one million Dollars (\$1,000,000); provided, however, that nothing in this paragraph will limit the Your Fee obligations pursuant to part [F] (Fees) or any other payment obligations under this Agreement.

26. Your Indemnity Obligations. You shall indemnify, hold harmless, and defend Us and Our respective officers, directors, partners, shareholders, members, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**MMSM Indemnified Parties**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including

legal fees (on a full indemnity basis), disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, “**Losses**”), incurred by any MMSM Indemnified Party arising out of, relating to, or occurring in connection with the following and You shall not enter into any settlement for any of the following indemnified claims without Our prior written consent:

- (a) any assessment (including compliance orders and administrative penalties) against Us under the Legislation directly attributable, in whole or in part, to Your acts or omissions or the acts or omissions of Your Affiliate or Your respective Representatives, licensors, licensees, franchisors, franchisees, successors, and permitted assigns (collectively, the “**Producer Indemnifying Parties**”), except to the extent such assessment is attributable to the negligence, willful misconduct, or breach of this Agreement by any of the MMSM Indemnifying Parties;
- (b) any failure by any of the Producer Indemnifying Parties to submit its or their properly and accurately completed Annual Producer Report to Us in accordance with this Agreement; and
- (c) any failure by any of the Producer Indemnifying Parties to comply with any applicable laws, including Legislation, and any licensing, registration, or certification obligations.

27. Our Indemnity Obligations. We will indemnify, hold harmless, and defend You and Your parent and Your/their respective officers, directors, partners, shareholders, members, employees, agents, Affiliates, successors, and permitted assigns (collectively, “**Producer Indemnified Parties**”) from and against any and all Losses incurred by any Producer Indemnified Party arising out of, relating to, or occurring in connection with the following and We will not enter into any settlement for any of the above-noted indemnified claims without Your prior written consent:

- (a) any assessment (including compliance orders and administrative penalties) against You under the Legislation directly attributable, in whole or in part, to Our acts or Our Representatives, successors, and permitted assigns (collectively, including MMSM, the “**MMSM Indemnifying Parties**”), except to the extent such assessment is attributable to the negligence, willful misconduct, or breach of this Agreement by any of the Producer Indemnifying Parties;
- (b) any failure by any of the MMSM Indemnifying Parties to comply with any applicable laws, including Legislation and any licensing, registration, or certification obligations; and

- (c) any claim brought against You arising from an allegation that Our services or materials delivered pursuant to this Agreement are an infringement of a third party's intellectual property rights.

28. **Survival of this Section.** Part [G] (Limitation of Liability and Indemnity) shall survive termination or expiration of this Agreement.

H. SUCCESSORS AND ASSIGNS

29. **Successors and Assigns.**

- (a) Neither Party may assign or transfer any of its rights or obligations under this Agreement at any time without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, a Party may assign or transfer this Agreement (the "**Transferring Party**") without the consent of the other Party (the "**Non-Transferring Party**") provided that such assignment or transfer is to the Transferring Party's successor in interest by reason of merger, acquisition or amalgamation (the "**Transferee**"), and provided the Transferee assumes all obligations of the Transferring Party under this Agreement and the Transferring Party shall remain liable for the Transferee's acts or omissions, if any, under this Agreement unless or until the Transferee enters into a new Agreement with the Non-Transferring Party. Any purported assignment or transfer in violation of this section shall be null and void.
- (b) This Agreement will enure to the benefit of and will be binding on each Party and its respective successors and permitted assigns.

I. CONFIDENTIAL INFORMATION AND USE OF YOUR NAME, ETC.

30. **Definition.**

- (a) The term "**Confidential Information**" means information of any kind, whether communicated directly or indirectly, orally or in writing or in any other form or medium, of a Party or any of its Affiliates, customers, employees, franchisors, licensors, franchisees, licensees, or suppliers ("**Disclosing Party**") that has been or is obtained by or otherwise comes into the possession or knowledge of the other Party or any of its Affiliates, customers, employees, franchisors, licensors, franchisees, licensees, or suppliers ("**Receiving Party**") in connection with this Agreement (whether such information was obtained by or came into the possession of the Receiving Party prior to, on, or after the Effective Date), including any information concerning the Disclosing Party's past, present or future business, finances, pricing, operations, sales, products, assets, employees, customers, suppliers, contracts, strategies, techniques, ideas, concepts, know-how, or methodologies, including the subject matter of this Agreement and the terms of this

Agreement itself.

(b) **Inclusions in Definition.** Without limiting the foregoing, it is expressly agreed that “Confidential Information” includes any information provided by You in respect of Designated Material including but not limited to the quantities, brands, Affiliates, or methodology that You used to calculate Your Supply of Designated Material, and Validation Data which may include:

- (i) product categorization data such as SKU or UPC;
- (ii) descriptions of each product item or group;
- (iii) product sizes;
- (iv) packaging materials and weight;
- (v) sales volumes; and
- (vi) evidence to support the deduction under the [Producer-Initiated Adjustment Policy](#).

(c) **Exclusions from Definition.** As used herein, the term “Confidential Information” shall not include:

- (i) information which, at the time of disclosure to the Receiving Party, is published, known publicly, or is otherwise in the public domain through no fault of the Receiving Party or its Representatives;
- (ii) information which, after disclosure to the Receiving Party, is published or becomes known publicly or otherwise becomes part of the public domain through no fault of the Receiving Party or its Representatives;
- (iii) information which, prior to the time of disclosure to the Receiving Party, is known to the Receiving Party (and not known by the Receiving Party to be the subject of an obligation of confidence of any kind), as evidenced by its written records;
- (iv) information which becomes known to the Receiving Party from a third party, where the Receiving Party had no reason to believe that such third party had any obligation of confidence with respect to such information, but only until the Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence; or

- (v) information which the Receiving Party can demonstrate (through written records) was independently developed by it or by individuals employed or engaged by the Receiving Party who did not have any access to, or the benefit of, the Confidential Information of Disclosing Party.

31. Our Disclosure in Accordance with Agreement and Legislation. Notwithstanding anything to the contrary in this Agreement, You acknowledge that We may be required to disclose Your Confidential Information in the circumstances referred to in this Agreement and as required by the Legislation or in accordance with *The Freedom of Information and Protection of Privacy Act* (Manitoba). Without limiting the generality of the foregoing, You agree that We shall be entitled to obtain from You and provide copies and/or details of information You have provided to us, including Confidential Information, to the Minister pursuant to the Legislation. Where practical in the circumstances, We agree to provide You with prior notice of any disclosure of Your Confidential Information to the Ministry made out of the ordinary course of Our operations or Our obligations under the Legislation.

32. Disclosure to Our Service Provider(s). You acknowledge that We may share Confidential Information with Our service provider(s), where the service provider is bound by the same confidentiality provisions as contained in this Agreement and on the basis that We remain responsible for any disclosure of Your Confidential Information by Our service provider that is not in compliance with this Agreement.

33. Non-Disclosure Obligations. Subject to section [31] (Our Disclosure in Accordance with Agreement and Legislation), all Confidential Information of the Disclosing Party may not be used, disclosed, or copied by the Receiving Party except as permitted herein or as otherwise authorized by the Disclosing Party in writing. The Receiving Party shall:

- (a) take all reasonable actions to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
- (b) not use, disclose, or reproduce Confidential Information for any purpose other than as reasonably required to exercise or perform its rights or obligations under this Agreement;
- (c) not disclose any Confidential Information other than to the Receiving Party's Representatives only to the extent they have a need to know the Confidential Information in order for the Receiving Party to exercise its rights or perform its

obligations under this Agreement and who are bound by obligations of confidentiality, protection, and non-use at least as stringent as those herein; and

- (d) be liable for any breach of the confidentiality, protection, and non-use obligations by any of the Disclosing Party's Representatives.

34. Disclosure Required by Court, etc. Subject to section [31] (Our Disclosure in Accordance with Agreement and Legislation), nothing in this Agreement shall preclude the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction, other governmental authority of competent jurisdiction, or otherwise as required by applicable law, provided that the Receiving Party has given the Disclosing Party, or used its reasonable efforts to give the Disclosing Party, prior to making any disclosure, notice of the requirement to disclose as promptly as practicable so that the Disclosing Party has an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information (or similar relief). The Receiving Party may only disclose the minimum information required to be disclosed, whether or not the Disclosing Party seeks or obtains any such protective order or other relief.

35. Obligation to Delete, Return or Destroy. Upon expiry or earlier termination of this Agreement, We will promptly and in no event later than thirty (30) days following expiration or termination, delete, return to You, render inaccessible, or securely destroy all of Your Confidential Information in Our possession (except for Confidential Information We are required to retain for legal, regulatory or audit purposes, in which case such Confidential Information shall be deleted, returned, or securely destroyed as soon as is reasonably possible after such retention obligations cease), together with all electronic copies thereof, and We will immediately delete, return to You, render inaccessible, or securely destroy all electronic or written memoranda, notes, reports, documents, and software containing copies, extracts, or reproductions thereof in Our possession, power or control. We will certify the deletion, return, inaccessibility, and/or secure destruction of the Confidential Information by a certificate from one of Our senior officers. The deletion, return, or secure destruction of such Confidential Information shall in no event relieve Us of Our obligations of confidentiality set out in this Agreement. Notwithstanding the foregoing, We may retain a copy of Your Confidential Information to the extent electronically stored in an archived computer system in accordance with Our retention or back-up policies or procedures, provided:

- (a) We do not use, disclose, or reproduce any such Confidential Information and We continue to comply with the confidentiality, protection, and non-use obligations herein; and

(b) any such information is erased or destroyed in the ordinary course of Our data processing procedures.

36. **Non-Use of Your Name, etc.** Except as may be required by Us to fulfill Our Obligations under this Agreement and the Legislation, including but not limited to including Your name on a published list of Producers registered with Us, We shall not use, including in Our communications or marketing materials, Your name or the name of Your Affiliates or any of Your brands, marks, related official seals, or other intellectual property, without Your prior written consent.

37. **Injunctive Relief, etc.** Any controversy, dispute, disagreement, or claim arising out of, relating to, or in connection with this section (Confidential Information and Use of Name, etc.) or any alleged breach thereof shall not, at the option of the aggrieved Party, be subject to the Dispute Resolution procedures described in this Agreement. Each Party acknowledges that its obligations under this section are necessary and reasonable in order to protect the other Party's business and expressly agrees that monetary damages may be inadequate to compensate the other Party for any breach of this section. Accordingly, each Party agrees and acknowledges that any such violation may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity, or otherwise), the injured Party shall be entitled to seek an injunction, specific performance, or other equitable relief against the threatened breach of this section or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security from a Manitoba Court.

38. **Notification of Security Breach.** Without in any way limiting the generality of any other provision of this Agreement, each Party agrees to promptly notify the other Party of a breach that compromises the safeguarding of the other Party's Confidential Information, of which it becomes aware, including, without limitation, any unauthorized access to or entry into its premises, computer systems, or databases within 72 hours of confirming such breach.

39. **Survival of this Section.** Part [I] (Confidentiality and Use of Name, etc.) shall survive termination or expiration of this Agreement.

J. TERM AND TERMINATION

40. **Term.** Subject to earlier termination as provided in this Agreement, the term of this Agreement commences in relation on the Effective Date and continues until December 31, of the year following the Effective Date, inclusive (the "**Initial Term**"). The Initial Term will automatically extend for successive one-year periods (each, a "**Renewal Term**") unless either Party provides

prior written notice to Us of its election not to renew the Agreement on or before the first (1st) day of July in the year immediately preceding the expiry of the Initial Term or any Renewal Term, as applicable. The Initial Term and all Renewal Terms (if any) are collectively referred to as the “**Term**”.

41. Mutual Termination Rights. Either Party may terminate this Agreement:

- (a) immediately upon written notice by the non-breaching Party, that the other Party is in material breach of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days following the breaching Party’s receipt of notice of such breach;
- (b) immediately if the other Party:
 - (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - (iii) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;
 - (iv) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- (c) immediately upon written notice if the other Party materially breaches the Confidentiality provisions of part [I] (Confidential Information and Use of Your Name, etc.) hereunder; and
- (d) immediately if the Minister rescinds the Legislation or the Minister rescinds the Program Plan.

42. Termination by Us. We may terminate this Agreement:

- (a) immediately upon written notice if in Our reasonable determination, You deliberately falsify data or You exhibit a pattern of providing false or misleading data in relation to

Your Annual Producer Report; or

- (b) immediately upon written notice to You concerning any failure by You to pay any sum due hereunder for at least sixty (60) days following the due date for payment reflected on Your invoice.

43. Termination by You. You may terminate this Agreement:

- (a) immediately upon written notice if We deliberately falsify data or, in Your reasonable determination, We exhibit a pattern of providing false or misleading data in relation to any documentation or data to be provided by Us under this Agreement or of falsifying any data provided by the You to Us; and
- (b) immediately upon written notice to Us concerning a failure by Us to ensure that You remain in compliance with the Legislation in respect of any material matters relating to the services provided by Us pursuant to this Agreement, as evidenced through a successful non-compliance action taken by the Minister in relation to such a material matter, except for where You cause or contribute to such non-compliance.

44. Termination Does not Affect Your Legal Compliance Obligations. Regardless of the reason for termination, MMSM reserves the right to notify the Minister in the event that You terminate this Agreement in circumstances where You continue to have a Producer Obligation under the Legislation to subscribe to the Program. Your termination of this Agreement does not alter your legal obligation under the Legislation.

45. Termination and Survival. The termination or expiration of this Agreement for whatever reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of such termination or expiration, including obligations of indemnity, and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or any monies payable by one Party to the other in relation to any period prior to the effective date of termination. Without limiting the generality of the foregoing, all payment obligations in respect of monies payable by one Party to the other shall survive termination or expiration of this Agreement.

K. ANTI-CORRUPTION AND ANTI-BRIBERY

46. Our Status. We represent and warrant that We, including Our Representatives and Affiliates and Our Administrative Service Provider, have not been:

- (a) convicted of a violation of applicable anti-corruption, bribery or fraud laws or regulations including the *Criminal Code* (Canada), the *Corruption of Foreign Public Officials Act*

(Canada), the *Foreign Corrupt Practices Act* (US), the *Criminal Finances Act 2017* (UK), and the *Bribery Act 2010* (UK) ("**Corruption Laws**") or

- (b) to the best of Our knowledge, the subject of an investigation by a governmental authority for a violation of Corruption Laws.

47. Our Subcontractor(s)' Status. We represent and warrant that none of Our subcontractors (to the best of Our knowledge), their directing minds (e.g., their officers, directors, partners, principal owners, etc.), or any of the personnel who have authority to make material decisions about the services We are providing under this Agreement:

- (a) have been convicted of a violation of Corruption Laws; or
- (b) have been, to the best of Our knowledge, the subject of an investigation by a governmental authority for a violation of Corruption Laws.

48. Our Continuing Commitment. We will:

- (a) comply with and will take commercially reasonable efforts to ensure that Our personnel comply with Corruption Laws;
- (b) maintain policies, procedures, and systems designed to reasonably ensure Our compliance with Corruption Laws; and
- (c) report to You any instances or allegations of non-compliance with Corruption Laws by Our personnel of which We become aware, applying reasonable diligence, within thirty (30) days of becoming aware of such information.

L. GENERAL

49. Headings. The section and paragraph headings used herein are for convenience only and will not be used in construing this Agreement.

50. Email Communications. You agree that We can communicate with You by email and provide You with Your Producer invoices, including consolidated submission information and statements of account, through email, at the email address You have provided to Us on the WeRecycle Portal for Your Primary Contact.

51. Disputes. Except where otherwise provided for in this Agreement, disputes between Us and You as to the Parties' obligations under this Agreement shall be made exclusively under the [Dispute Resolution Policy](#) that is published on Our website. Referral of any disputed matter shall not act to stay or defer the Parties' respective obligations under this Agreement.

52. **Entire Agreement.** This Agreement constitutes the entire agreement between You and Us relating to the subject matter contained in this Agreement. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
53. **Force Majeure.** Other than the obligations to pay any amount due pursuant to this Agreement, notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance caused by a Force Majeure Event, provided that the delaying Party complies with the following requirements:
- (a) A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event.
 - (b) An affected Party shall use all commercially reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.
 - (c) Once the Force Majeure Event is over, the affected Party shall, within thirty (30) days, bring itself into compliance by completing all obligations that were deferred or delayed as a result of the Force Majeure Event.
 - (d) Notwithstanding the foregoing, labour strikes, work slowdowns, or other job actions of the affected Party's employees or unexpected costs borne by the affected Party do not constitute Force Majeure Events.
54. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither We nor You will have any power or authority to act in the name or on behalf of the other Party, or to bind the other Party to any legal agreement.
55. **Severability.** The provisions of this Agreement are to be considered separately. If any provision hereof should be found by any court or competent jurisdiction or arbitrator appointed pursuant to the dispute resolution provisions in section [51] (Disputes) to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.

56. Notices.

(a) All notices and communications required or permitted under this Agreement will be in writing and will be sent by electronic mail to Us or You at the respective addresses We provide to each other or to such other address as We or You may from time to time specify by notice to the other through the WeRecycle Portal as provided in this paragraph.

(i) In Our case, Our address is; info@circularmaterials.ca;

(ii) In Your case, by email at the email address(es) provided to Us by You in the WeRecycle Portal.

Each such notice or communication shall be deemed to have been given or made and delivered within 24 hours of email transmission.

57. Jurisdiction. Subject to any dispute that must be resolved utilizing the Dispute Resolution Policy, the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Manitoba for any matter where the court has jurisdiction to resolve the dispute.

58. Governing Law. This Agreement shall be deemed to have been made in the Province of Manitoba and shall be construed and interpreted according to the laws of the Province of Manitoba and the applicable laws of Canada.

59. Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless expressly set forth in writing and signed by the Party making the waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or future exercise of any other right, remedy, power, or privilege.

60. Revisions to This Agreement.

(a) Revisions to this Agreement and MMSM's Policies, will be considered in Q1 of each year for an effective date of January 1 of the immediately following calendar year. Other than changes which are required by a Minister or are required by a change in the Legislation, before implementing Material Changes to this Agreement, We will submit such proposed material changes to You and the Other MMSM Registrants not less than sixty (60) calendar days before July 1 of any Obligation Year. We will then undertake to reasonably consider Your input and that of the Other MMSM Registrants before implementing such proposed Material Change(s) or amended Material Changes based on Your or Other MMSM Registrants' feedback.

- (b) Notwithstanding the foregoing, if any such Material Change is necessary to comply with the Legislation, such Material Change will be implemented and effective from the date specified in the notice that We provide to You.

61. Execution Of This Agreement. This Agreement may be executed in Portable Document Format (“PDF”) or other electronic means and each copy, when executed and delivered by the Company to Circular Materials, shall be deemed to be an original.

[Balance of page left blank to be followed by attestation and signature pages]

M. ATTESTATION

62. I **ATTEST** on behalf of the Company that:

☐ No changes have been made to this Agreement.

Attestation Completed on behalf of the Company by: name: _____, title: _____, email address: _____, telephone number: _____ and confirmation of authority to bind the Company to this Agreement.

N. EXECUTION BY THE PRODUCER:

THIS AGREEMENT and is accepted by _____ [insert Company name], incorporated in _____ [insert province, state or country of the Company's incorporation], with a head office address of _____ [insert full address] on _____ [insert day/month/year] (the Effective Date of this Agreement).

Per: _____ [insert e-signature]

Authorized Signing Officer

(I have authority to bind the Corporation.)

Name: _____ [print name]

Title: _____

Email address: _____ and Phone number: _____

(Second Signing Officer (optional), if required by the Company's signing policy)

Per: _____ [insert e-signature]

Authorized Signing Officer

(I have authority to bind the Corporation.)

Name: _____ [print name]

Title: _____

Email address: _____ and Phone number: _____

Appendix A – Designated Material Categories (Manitoba)

Material Category	Material Sub-Category
Printed Paper	Newsprint
	Magazines and Catalogues
	Directories
	Other Printed Materials
Paper Packaging	Gable Top Containers – Non-Beverage
	Gable Top Containers – Beverage
	Aseptic Containers – Non-Beverage
	Aseptic Containers – Beverage
	Paper Laminates ⁴
	Corrugated Cardboard ⁵
	Boxboard and Other Paper Packaging
Plastic Packaging	Pet Bottles < 5 Litres - Non-Beverage
	Pet Bottles > = 5 Litres – Non-Beverage
	Pet Bottles < 5 Litres – Beverage
	PET Bottles > = 5 Litres – Beverage
	HDPE Bottles and Jugs < 5 Litres - Non-Beverage
	HDPE Bottles and Jugs >= 5 Litres – Non-Beverage
	HDPE Bottles and Jugs <5 Litres - Beverage
	HDPE Bottles and Jugs > =5 Litres – Beverage
	Polystyrene
	Other Rigid Plastic <5 Litres - Non-Beverage
	Other Rigid Plastic > =5 Litres – Non-Beverage
	Other Rigid Plastic <5 Litres -Beverage
	Other Rigid Plastic >= 5 Litres – Beverage
	LDPE/HDPE Film
	LDPE/HDPE Film Carry-Out Bags
	Plastic Laminates – Non-Beverage
	Plastic Laminates – Beverage
	Biodegradable Plastic Film
	Biodegradable Plastic Film Carry Out Bags
	Biodegradable Rigid Plastic Containers – Non-Beverage
	Biodegradable Rigid Plastic Containers – Beverage
Steel and Other	Other Steel and Metal Containers and Packaging – Non-Beverage

⁴ Please report laminated Kraft bags in “Paper Laminates” category

⁵ Please do not report laminated Kraft bags in “Corrugated cardboard”

Material Category	Material Sub-Category
Metal Packaging	Other Steel and Metal Containers AND Packaging – Beverage
	Paint Cans – Non-HHW Related Containers
	Aerosol Containers – Non-HHW Related Containers
Aluminum Packaging	Aluminum – Food Cans
	Aluminum Cans – Beverage
	Aluminum Aerosols – Non-HHW Related Containers
	Foil and Other Aluminum Packaging
Glass Packaging	Clear (Flint) Glass – Non-Beverage
	Clear (Flint) Glass – Beverage
	Coloured Glass – Non-Beverage
	Coloured Glass – Beverage

CBCRA Reports – Stewards must enter CBCRA data in the WeRecycle Portal

CBCRA Ancillary Packaging	
CBCRA Material Category	CBCRA Material Sub-Category
Paper Packaging	CBCRA Paper laminates
	CBCRA Corrugated cardboard
	CBCRA Boxboard and other paper packaging
Plastic Packaging	CBCRA Polystyrene
	CBCRA LDPE/HDPE film
	CBCRA Biodegradable plastic film
Aluminum Packaging	CBCRA Foil and other aluminum packaging

CBCRA Beverage Containers				
CBCRA Material Category	CBCRA Material Sub-Category	Size	# of units	kgs of material
Aluminum	CBCRA Aluminum	0-1 Litre (L)		
Plastics	CBCRA PET bottles and jugs	0-500 milliliter (ml)		
	CBCRA PET bottles and jugs	501 ml - 1 L		
	CBCRA PET bottles and jugs	over 1 L and under 5L		
	CBCRA PET bottles and jugs	over 5 L		
Plastics	CBCRA HDPE bottles and	0-500 ml		

CBCRA Beverage Containers				
CBCRA Material Category	CBCRA Material Sub-Category	Size	# of units	kgs of material
	jugs			
	CBCRA HDPE bottles and jugs	501 ml - 1 L		
	CBCRA HDPE bottles and jugs	over 1 L and under 5L		
	CBCRA HDPE bottles and jugs	over 5 L		
	CBCRA Other Rigid plastic	0-500 ml		
	CBCRA PVC/Other Plastics	501 ml - 1 L		
	CBCRA PVC/Other Plastics	over 1 L and under 5L		
	CBCRA PVC/Other Plastics	over 5 L		
Glass	CBCRA Glass	0-500 ml		
	CBCRA Glass	501 ml - 1 L		
	CBCRA Glass	over 1 L		
Bi-metal cans	CBCRA Bi-metal cans	0-500 ml		
	CBCRA Bi-metal cans	501 ml - 1 L		
	CBCRA Bi-metal cans	over 1 L		
Poly coats	CBCRA Drink Boxes	0-500 ml		
	CBCRA Drink Boxes	501 ml - 1 L		
	CBCRA Drink Boxes	over 1 L		
	CBCRA Gable Top	0-500 ml		
	CBCRA Gable Top	501 ml - 1 L		
	CBCRA Gable Top	over 1 L		
Other Plastic	CBCRA Drink Pouches	0-1 L		
	CBCRA Bag in a box	over 1 L		
	CBCRA Other Rigid plastic	0-500 ml		
	CBCRA Biodegradable	501 ml - 1 L		
	CBCRA Biodegradable	over 1 L and under 5L		
	CBCRA Biodegradable	over 5 L		