

MEMBERSHIP AGREEMENT

As a Member of GoRecycle Canada Inc. ("**GoRecycle**"), you agree to be bound by the terms and conditions set forth in this Membership Agreement (the "**Membership Agreement**"). Please read carefully the Member's Policy (the "**Policy**"), which is incorporated into this Membership Agreement by reference and applies to you as a Member of GoRecycle. The Membership Agreement and the Policy constitute collectively an agreement between you and GoRecycle regarding your obligations as a Member and the GoRecycle services. By submitting the online application via the GoRecycle portal (the "**GoRecycle Portal**") and checking box to accept this Membership Agreement and the Policy, you acknowledge that you have read, accept and agree to abide by the terms and conditions set forth in this Membership Agreement and the Policy. If you do not agree to this Membership Agreement and/or the Policy, you will not be able to become a Member of GoRecycle and your membership application cannot be completed.

Unless defined herein, all terms defined in this Member Agreement are defined in the Policy. In the event of any conflict between the provisions of this Membership Agreement and the Policy, the Membership Agreement shall prevail.

1. DEFINITIONS

The following words and phrases mean:

- 1.1 "**Ecofees**" means the environmental management fee charged by GoRecycle to fund the Programs, as set forth in Schedule A of the Policy.
- 1.2 "**GoRecycle By-laws**" means the by-laws of GoRecycle relating to the general conduct of the business of GoRecycle and adopted by the Board of Directors on the 26th day of February 2021, as amended from time to time.
- 1.3 "**Member**" means an Obligated Company or a Non-Obligated Company that has become a Remitter pursuant to an arrangement and has duly completed a GoRecycle membership application that has been approved by GoRecycle.
- 1.4 "**Non-Obligated Companies**" means the companies not subject by the Regulation in respect of Obligated Product(s).
- 1.5 "**Obligated Companies**" means the companies subject to the Regulation in respect of Obligated Product(s).
- 1.6 "**Obligated Products**" means the new products subject to the Regulation and approved by GoRecycle pursuant to a Program, that are introduced to the market by a Member.
- 1.7 "**Programs**" means the recovery and reclamation programs for Obligated Products that are implemented and operated by GoRecycle from time to time in accordance with this Membership Agreement and the Policy.
- 1.8 "**Regulation**" means the *Regulation respecting the recovery and reclamation of products by enterprises*, CQLR c Q-2, r.40.1 or any other regulation or law pertaining to the recycling of Obligated Products in force in a province of Canada from time to time, under which GoRecycle has developed a Program to support the Member's obligations pursuant to such Regulation.
- 1.9 "**Remitter**" means the Member responsible for reporting and paying the applicable Ecofees in respect of an Obligated Product pursuant to the Membership Agreement and the Policy.

2. BECOMING A MEMBER

- 2.1 In order to become a Member of GoRecycle, you must complete and submit the online membership form via the GoRecycle Portal and check the box to accept this Membership Agreement and the Policy. Please note that your submitted membership application is subject to GoRecycle's approval and that GoRecycle will send you a written confirmation of its approval of you becoming a Member.
- 2.2 You agree to provide GoRecycle with true and accurate information required to complete the online membership form and to update your registration information as necessary via the GoRecycle Portal to ensure that it remains accurate and complete.
- 2.3 By becoming a Member of GoRecycle, you appoint GoRecycle as your representative to fulfill your obligations under the Regulation and GoRecycle agrees to act as your representative for such purposes, subject to the terms and conditions of this Membership Agreement and the Policy.

3. MEMBERS OBLIGATIONS

- 3.1 By becoming a Member of GoRecycle, you agree to:
 - 3.1.1 comply at all times with the Policy, including, but not limited to, the regional obligations set out therein, and the GoRecycle By-laws;
 - 3.1.2 submit via the GoRecycle Portal, in the electronic format requested by GoRecycle and in accordance with the terms and conditions set out in the Policy, a report indicating the quantities of Obligated Products, for each type or category of Obligated Products, that you are introducing to the market in each province;
 - 3.1.3 pay the applicable Ecofees within the time periods specified in the Policy.
- 3.2 In the event that the Member omits or fails to pay the Ecofees due pursuant to a Program, the Member shall pay the fees and interest on the arrears as determined by GoRecycle and set out in the Policy.

4. GORECYCLE OBLIGATIONS

- 4.1 GoRecycle agrees to:
 - 4.1.1 develop, implement, operate and manage Programs for Members in order to help such Members comply with their obligations under the applicable Regulation;
 - 4.1.2 ensure accountability towards governmental authorities having jurisdiction over each Program, including, but not limited to, any required annual or periodic reports, audits or verifications;
 - 4.1.3 manage information, awareness and educational campaigns about the Obligated Products subject to the Program.
 - 4.1.4 to establish a Member support service to ensure Member participation in the recovery and reclamation objectives of the Program and to answer questions from Members related to the Program;
 - 4.1.5 participate in efforts to ensure compliance with the obligations under the Regulation by all of the Obligated Companies and encourage Obligated Companies that are not Members of GoRecycle to become Members of GoRecycle;

4.1.6 enforce compliance with the Policy by the Members and take appropriate action in the event of a Member's default pursuant to this Membership Agreement and/or the Policy.

4.2 It is understood that GoRecycle has no obligations with respect to any product manufactured, sold, distributed or otherwise managed by a Member that is not a Obligated Product under the Program in which the Member participates;

5. FINANCING OF COSTS

5.1 Members acknowledge and agree that the monies collected by GoRecycle from the Members shall be used, among other things, to fund all costs, Programs, the establishment of a reserve fund and/or a fund, if applicable, for the payment of penalties established by the applicable Regulation in the event that the recovery rates established by the Regulation are not met, as well as activities implemented by GoRecycle including, without limitation :

5.1.1 information, awareness and educational campaigns;

5.1.2 payments to be made to the drop-off points or to the collectors, recyclers or evaluators;

5.1.3 payments for the recovery and processing of halocarbons and the reclamation of Obligated Products as well as for research and development;

5.1.4 management fees and any other administrative fees of GoRecycle provided for in this Membership Agreement as well as any financial contribution, tax or duty imposed on such fees by any governmental authority having jurisdiction;

5.1.5 GoRecycle's annual financial contribution, where applicable, to any agency, state-owned corporation, ministry or government authority having jurisdiction; and

5.1.6 any other plan or program provided for or required by any applicable law or implemented by GoRecycle.

6. AUDIT

6.1 Members agree to maintain complete, accurate and up-to-date books and records of all transactions and information required under the applicable Regulation and the Policy with respect to the Obligated Products and, where applicable, Ecofees payments, for a period of time equal to the greater of: six (6) years or the period specified in the applicable Regulation.

6.2 GoRecycle or its duly authorized representatives may, periodically, at GoRecycle's discretion and expense, audit the records of Members to verify their sales, supply, distribution and importation of Obligated Products in the province where the Program has been implemented and the corresponding amount of Ecofees payable hereunder.

6.3 GoRecycle will provide ten (10) days written notice to a Member prior to conducting an audit. The Member and the GoRecycle representative shall agree on a date for the audit and the information required to conduct the audit in accordance with the requirements of the applicable Regulation and/or the Policy.

6.4 Any audit or verification performed by GoRecycle or its representative does not relieve the Member of its obligations under this Membership Agreement and/or the Policy and does not constitute a guarantee that the Member has complied therewith, compliance therewith being the sole responsibility of the Member.

6.5 In the event that GoRecycle or its representative discovers during an audit or a verification that

there was an error or omission in a Member's report, GoRecycle shall provide written notice to that Member. In the event that the Member has over-reported sales of Obligated Products and has therefore overpaid the Ecofees, GoRecycle will reimburse the Member for such overpayment. In the event that the Member has underreported sales of Obligated Products and therefore underpaid the Ecofees, the Member shall pay the Ecofees deficit within 30 days of the receipt of written notice from GoRecycle, plus applicable interest and penalties set forth in the Policy.

7. TERM, RESIGNATION AND EXPULSION OF MEMBERSHIP

- 7.1 This Membership Agreement shall apply from the time a Member's membership is confirmed by GoRecycle and shall continue until the Member resigns or is expelled.
- 7.2 A Member may resign as a Member of GoRecycle by providing GoRecycle with 90 days prior written notice. Any amounts due or which may become due hereunder by such Member shall become immediately due and payable on the effective date of such resignation.
- 7.3 A Member shall be immediately expelled from GoRecycle upon the occurrence of any of the following events:
- 7.3.1 if a Member (or a sub-contractor or representative of the Member) fails to comply with one or more of its obligations under this Membership Agreement, the Policy and/or the applicable Regulation, other than a default to pay Ecofees, and fails to remedy its default within ten (10) days of the receipt of a written notice from GoRecycle detailing such failure;
 - 7.3.2 if a Member fails to pay the Ecofees due and payable for 2 consecutive quarters;
 - 7.3.3 if a Member makes an assignment for the benefit of its creditors, files a proposal, becomes insolvent or becomes bankrupt;
 - 7.3.4 if a Member submits an intentionally false or misleading report;
 - 7.3.5 if a Member no longer qualifies as a Obligated Company or Remitter; or
 - 7.3.6 if a Member is associated with fraud, bribery or any other criminal offence, breach of the Regulation or other allegations, investigations or charges, or any action or omission that may reasonably be expected to damage GoRecycle's reputation.
- 7.4 In the event of a Member's resignation or expulsion, the Member shall remain responsible for ensuring the delivery of its report regarding the sale of Obligated Products up until the day before the date of its resignation or expulsion, as well as the payment of the Ecofees applicable thereto.
- 7.5 GoRecycle shall notify governmental authorities having jurisdiction of the termination of the Member's membership with GoRecycle and of any non-compliance by such Member of its obligations under the applicable Regulation.

8. CONFIDENTIALITY

Except as provided herein, GoRecycle and each Member agrees not to disclose any documents or information of a confidential nature received from each other hereunder. GoRecycle may, however, transmit any documents or information to any governmental authority, where such transmission is required or demanded for the purposes of the Program or by the Regulation, the Membership Agreement, the Policy, the By-laws, any law or by any judicial or quasi-judicial authority.

9. AMENDMENTS

GoRecycle reserves the right, in its sole discretion, to make amendments to the Membership Agreement and the Policy, including the Ecofees rates, at any time upon providing a 90-day prior written notice. While Members may discuss changes with GoRecycle, GoRecycle reserves the final discretion with respect to any amendments to the Membership Agreement and the Policy. By remaining a Member of GoRecycle after any such amendment, you agree to comply with and be bound by the Membership Agreement and the Policy, as amended.

10. FINAL PROVISIONS

- 10.1 The preamble forms and constitute an integral part of this Membership Agreement.
- 10.2 Any notice required under this Membership Agreement shall be sufficient if it is in writing and transmitted by a method of electronic communication that allows the sending party to prove that such notice was actually received by the receiving party. For such purpose, the Member's email address shall be the one provided with the online membership form and GoRecycle's email address is info@gorecycle.com.
- 10.3 All rights set forth in this Membership Agreement are cumulative and not in substitution of any other rights. The failure by GoRecycle to enforce any of its rights or remedies under this Membership Agreement or the Policy shall not be deemed as a waiver of its rights and remedies. A waiver by GoRecycle of any default will not constitute a waiver of any subsequent default. No waiver by GoRecycle with respect to this Membership Agreement or the Policy will be effective unless expressly described as a waiver and disclosed in writing.
- 10.4 This Membership Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, administrators, executors, assigns and/or legal representatives. A Member may not assign or otherwise transfer its membership or rights under this Membership Agreement without the prior written consent of GoRecycle.
- 10.5 Any contested claims arising out of this Membership Agreement, any disputes concerning the performance of this Membership Agreement, including its cancellation or termination, and any disputes arising out of an issue of interpretation of this Membership Agreement shall be submitted to arbitration in accordance with the *Code of Civil Procedure* (CQLR c C-25.01), to the exclusion of any court of law.
- 10.6 This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Quebec.

Date: August 2021