



Membership Agreement

Please read the following Membership Agreement carefully.

It 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 producers@skrecycles.ca or 1-888-980-9549 for any queries. We would be pleased to answer any questions You may have about this Agreement and any of Your stewardship obligations related to Household Packaging and Paper Products (defined below) in Saskatchewan.

“You” or “Your” means the person or company whose address and contact information appears at the end of this Agreement and who intends to become a member of Our Household Packaging and Paper Stewardship Program and Your Affiliates.

“We”, “Our” and “Us” means Multi-Material Stewardship Western Inc., formerly MMSW, carrying on business as SK Recycles (“SK Recycles”).

WHEREAS the Regulation (defined below) requires You to enter into an agreement with a producer responsibility organization with an approved Household Packaging and Paper Stewardship program plan to carry out Your duties under the Regulation;

AND WHEREAS in May 2024 under the Regulation the Minister of Environment has approved Our Household Packaging and Paper Stewardship Program Plan dated April 12, 2024 (the “**Program Plan**”);

AND WHEREAS You are a Producer under the Regulation and wish to enter into an agreement with Us to operate a Household Packaging and Paper Stewardship Program on Your behalf pursuant to 6(1)(b) of the Regulation;

AND WHEREAS You agree to the terms and conditions contained herein;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS



Capitalized terms in this Agreement will have the following meanings:

“Affiliate” means a Producer that controls another Producer or is controlled by an entity that also controls a Producer as provided in subsection 2(2) of *The Business Corporations Act (Saskatchewan)* as amended from time to time.

“Agreement” means this Membership Agreement between Us and You;

“Annual Producer Report” means that report submitted each Reporting Obligation Year by You to Us in accordance with the terms of this Agreement;

“Brand Owner” means the person who is the owner or licensee of a trade- mark that is used in association with or marked on packaging or paper;

“Business Day” means any day of the week other than a Saturday, Sunday or statutory holiday observed in Saskatchewan;

“Data Period” means the calendar year that the Member supplied HPPP to residential households;

“End User” means any person who uses HPPP for its intended purpose

“Fee Obligation Year” means the calendar year following each Reporting Obligation year for which a Member is required to discharge its obligation to remit fees to Us;

“Fees” means those fees payable by the Member pursuant to this Agreement;

“Filing” means submit document through the WeRecycle Portal;

“First Importer” means, where there is no Brand Owner resident in Canada, the person that first imports the packaging or paper into Saskatchewan;

“Franchise” means a right to engage in a business where the Franchisee is required by contract or otherwise to make a payment or continuing payments, whether direct or indirect, or a commitment to make such payment or payments, to the Franchisor, or the Franchisor’s associate, in the course of operating the business or as a condition of acquiring the Franchise or commencing operations and,

(a) in which,

- (i) the Franchisor grants the Franchisee the right to sell, offer for sale or distribute goods or services that are substantially associated with the



Franchisor's, or the Franchisor's associate's, trade-mark, service mark, trade name, logo or advertising or other commercial symbol, and

- (ii) the Franchisor or the Franchisor's associate exercises significant control over, or offers significant assistance in, the Franchisee's method of operation, including building design and furnishings, locations, business organization, marketing techniques or training, or

(b) in which,

- (i) the Franchisor, or the Franchisor's associate, grants the Franchisee the representational or distribution rights, whether or not a trade- mark, service mark, trade name, logo or advertising or other commercial symbol is involved, to sell, offer for sale or distribute goods or services supplied by the Franchisor or a supplier designated by the Franchisor, and
- (ii) the Franchisor, or the Franchisor's associate, or a third person designated by the Franchisor, provides location assistance, including securing retail outlets or accounts for the goods or services to be sold, offered for sale or distributed or securing locations or sites for vending machines, display racks or other product sales displays used by the Franchisee;

"Franchisee" means a person to whom a Franchise is granted and includes,

- (a) a sub Franchisor with regard to that sub Franchisor's relationship with a Franchisor, and
- (b) a sub Franchisee with regard to that sub Franchisee's relationship with a sub Franchisor;

"Franchisor" means one or more persons who grant or offer to grant a Franchise and includes a sub Franchisor with regard to that sub Franchisor's relationship with a sub Franchisee, including Franchisors who conduct business in Saskatchewan through their Saskatchewan Franchise system, regardless of whether the Franchisor has a Franchisor-owned fixed place of business in the Saskatchewan;

"Household Packaging and Paper Products" or **"HPPP"** in Our Program Plan means:

- (a) packaging composed of any material that is used for the containment, protection, handling, delivery or presentation of a product that is provided to



an End User;

(b) packaging-like products that are:

- (i) purchased by or supplied to End Users expressly for the purpose of containing, protecting or transporting commodities or products; and
- (ii) ordinarily disposed of after a single use or short-term use;

(c) paper of any description;

(d) excluding:

- (i) all packaging types under pressure containing the hazardous or explosives symbol;
- (ii) containers specified in section 1(2) of the Regulation to the extent not already captured by subparagraph (d)(i), above;
- (iii) health, hygiene or safety products that, by virtue of their anticipated use, could become unsafe or unsanitary to reuse or recycle; and
- (iv) bound reference books, literary books and text books.

“Legislation” means the Saskatchewan *Environmental Management and Protection Act, 2010* as amended from time to time;

“Marketplace Facilitator” means a person:

- (a) that makes or facilitates a marketplace for retail sales by marketplace sellers; and
- (b) that, directly or indirectly, collects payment from a consumer or user and remits payment to a marketplace seller;

whether or not that person receives consideration in exchange for its services;

“Marketplace Seller” means a person that makes retail sales through any physical or electronic marketplace operated, owned or controlled by a Marketplace Facilitator.

“Members” means the members of Our Product Stewardship Program collectively, and **“Member”** means a member of Our Product Stewardship Program;



“**Minister**” means the Minister of Environment, Saskatchewan.

“**Ministry**” means the Ministry of Environment for Saskatchewan or any successor ministry;

“**MMSW**” means Multi-Material Stewardship Western Inc., carrying on business as SK Recycles, the not-for-profit stewardship agency incorporated under the Saskatchewan *Non-profit Corporations Act 1995*, or any successor corporation.

“**Primary Contact**” means, for new Producers, 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;

“**Producer**” means:

- (a) The person Supplied HPPP to an End User in Saskatchewan determined in accordance with the following hierarchy:
 - (i) if the person is a resident of Canada, the Brand Owner with respect to the Household Packaging and Paper Products;
 - (ii) if there is no Brand Owner resident in Canada as described in clause (i), the person that is the First Importer; or
 - (iii) if there is no Brand Owner resident in Canada and no First Importer as described in clause (i) or (ii), the Retailer who supplied the HPPP to the End User for use in Saskatchewan.
- (b) In the case of a business operated wholly or in part as a Franchise, the Producer is the Franchisor, if that Franchisor has Franchisees that are resident in Saskatchewan.
- (c) If the Producer determined in accordance with subsection (a) is a Retailer and that Retailer is a Marketplace Seller, the Marketplace Facilitator that contracts with the Marketplace Seller shall be deemed to be the Producer;

“**Producer Responsibility Obligations**” means those obligations for which a Producer is responsible pursuant to the Regulation;

“**Product Stewardship Program**” means Our program for the collection and recycling of residentially generated HPPP reflected in Our Program Plan approved by the Minister;



“**Program Plan**” means Our Household Packaging and Paper Stewardship Program Plan dated April 12, 2024 approved by the Ministry in May 2024.

“**Regulation**” means the Saskatchewan Household Packaging and Paper Stewardship Program Regulations Chapter E-10.22 Reg 9 (effective March 31, 2023), as amended from time to time;

“**Reporting Obligation Year**” means a calendar year for which a Member is required to discharge its obligation to file an Annual Producer Report(s) in accordance with this Agreement;

“**Steward**” has the same meaning as “Producer”.

“**Supply**” means sold, leased, donated, disposed of, used, transferred the possession of or title of, or otherwise made available to a residential household or distributed to a residential households in the Province of Saskatchewan. Supplied and Supplies have similar meanings;

“**Validation Data**” means information, including: (a) product categorization data such as SKU or UPC; (b) descriptions of each product item or group; (c) product sizes; (d) packaging materials and weight; (e) sales volumes; and (f) Producer or industry-specific studies or other evidence to support a Producer’s deduction from its Annual Producer Report, that may be requested by Multi-Material Stewardship Western to: (a) substantiate quantities reported by Producers in their Annual Producer Report and any deductions; or (b) assess a Producer’s Adjustment Request.

“**Voluntary Producer**” means any person who is not an obligated Producer but elects to become a Member of Our Product Stewardship Program in accordance with the Membership Agreement and the Voluntary Producer Policy, as posted on Our website and as referenced in Appendix A to this Agreement; and

“**WeRecycle Portal**” means <https://werecycle.circularmaterials.ca/iri/portal>

2. YOUR OBLIGATIONS AS A MEMBER OF OUR HPPP STEWARDSHIP PROGRAM

- (a) New Membership. By Filing this signed Agreement on the WeRecycle Portal You are hereby becoming or continuing as a Member. In connection therewith, You agree that, while a Member, You are prohibited from entering into an agreement with another person to operate a program for HPPP under the Regulation or by fulfilling those obligations Yourself under the Regulation.
- (b) Continuing Membership. If You are already a Member, then this Agreement



replaces Your existing Membership Agreement effective January 1, 2025 without the requirement of having You re-sign a new Agreement.

- (c) Voluntary Producers. If You elect to be a Voluntary Producer, You must complete and submit a Voluntary Producer Agreement (as posted on Our website and as referenced in Appendix A) in accordance with the [Voluntary Producer Policy](#) and meet all the terms and conditions of the Voluntary Producer Agreement.
- (d) Provision of Information:
 - (i) You shall File an Annual Producer Report within the time limits set out in this Agreement, including any required substantiation verifying Your quantities of HPPP included in Your Report; any brands and Affiliates You reported on; a description of Your methodology (i.e. how You have collected data and calculated Your quantities of HPPP); as well as Validation Data and rationale for any amounts You have deducted from Your reported amounts in the format requested by Us.
 - (ii) You shall inform Us promptly upon becoming aware that any information originally submitted by You to Us is not accurate or complete for any reason and shall as soon as practicable thereafter supply Us with a statement in writing explaining the inaccuracy/incompleteness, together with the corrected/completed information.
 - (iii) In order to ensure that We maintain accurate data for Our Members, You shall inform Us in writing, as soon as practicable and in any event within 30 days of the happening of any of the following events:
 - a. The bankruptcy, closing, sale or acquisition of all or part of Your business including the bankruptcy, closing, sale or acquisition of any subsidiary/brands that form(s) part of the Your business and the bankruptcy, closing, sale or acquisition date and any impact on Your obligation to pay Fees;
 - b. A change in the registered office address or in the details provided to Us pursuant to the Annual Producer Report or telephone, email address and/or address provided for the purpose of Your membership in the Our Product Stewardship Program, or any factor that impacts Your membership in Our Product Stewardship Program or Your ability to pay Fees.



- (iv) You shall provide Us with all relevant Member contact details (telephone numbers, and email addresses) of Your Primary Contact for the service of notices and other communications, under and in connection with the Agreement.

- (e) Annual Producer Report.
 - (i) Fee Obligations application to all Producers. Producers are obligated to pay Fees for all periods (full or partial calendar years) for which they are obligated (i.e., Supplied HPPP). This means Producers are obligated from the date they begin to Supply HPPP to the date they no longer Supply HPPP. As stated in the [Policy for Steward Initiated Adjustment Requests](#), adjustments due to changes to Your business model such as divestments, mergers/acquisitions, or involve the discontinuance of a segment of Your business are not permitted.
 - (ii) Annual Producer Report Submission Deadline. You must submit Your Annual Producer Report no later than May 31st of each Reporting Obligation Year and provide the information as required on the WeRecycle Portal.
 - (iii) Deadline applicable to new Members. If:
 - a. You are not a Voluntary Producer,
 - b. You were not previously a member of another approved HPPP stewardship plan, and
 - c. You become a Member on or after May 31st of any Reporting Obligation Year,You must submit Your Annual Producer Report(s) to Us for all Data Periods for which You were a Producer in Saskatchewan within 60 days of becoming a Member. For all subsequent Reporting Obligation Years, You shall submit the Annual Producer Report to Us by no later than May 31st of each respective Reporting Obligation Year.
 - (iv) Onboarding new Members. For a Member that becomes obligated (i.e., begins Supplying HPPP) on or after January 1, 2025, the Member's 2025 financial obligation will be calculated using an estimate of quantities supplied in accordance with the [Onboarding Policy](#).

- (f) Disclosure of Information. You agree that We shall be entitled to obtain from



You and provide copies and/or details of information You have provided to Us to the Minister, or to any other governmental authority to which We are obligated, in each case pursuant to Legislation. Where practical in the circumstances, We agree to use reasonable effort to provide You with prior notice of any such disclosure out of the ordinary course of Our operations.

- (g) Records Retention. You shall maintain and store in either electronic or written form all documents, data and/or records in respect of Your membership in Our Product Stewardship Program and obligations under this Agreement to substantiate and verify the amount of HPPP set out in each Annual Producer Report for a period of five (5) years from the Filing date of each Annual Producer Report. This includes all supporting data and/or records (as applicable) for each Annual Producer Report.
- (h) Verification and Audit. In order for Us to support a level playing field among all Members and to minimize costs associated with Us conducting audits or reviews related to Your fulfillment of Your obligations (primarily, Your submission of Annual Producer Reports), You shall:
 - (i) As the first step, take measures to assess that Your data is accurate and then provide assurance to the accuracy of Your data as per the attestation on the Portal when You submit Your data;
 - (ii) as a second step, on request by Us, provide confirmation from a senior officer in Your organization that the data contained in submitted reports is accurate; and
 - (iii) As the final step, participate in an audit or review at Our request. If We make such a request, You shall, within thirty (30) Business Days of such request and during normal business hours, afford to Us (or Our authorized agent(s)) reasonable access to Your premises, either physically or electronically (i.e. remotely) and to all of Your relevant documents, data, records and reports howsoever maintained and stored and permit Us (or Our authorized agent(s)) to make and take copies of such documents, data and records.
 - (iv) This section (Audit) 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 obligation fulfilled during a calendar year for which You are no longer expected to retain records (see 2. (g) Records Retention above).



(i) Fees – Amount and Principles.

(i) You shall pay Fees as determined below to Us in respect of each Fee Obligation Year for which You are obligated. You also agree to comply with:

- a. the [Penalty and Interest Policy](#);
- b. the [Deductions and Exclusions Policy](#);
- c. the [Policy for Brand Discontinuances](#);
- d. the [Onboarding Policy](#); and
- e. such other policies or revisions to existing policies, as may be published from time to time on Our website once 30 days' notice has been provided to Members.

(ii) We intend that all Fees shall be calculated by Us on a fair basis with a view to ensuring, so far as reasonably possible, that in total We do not incur a profit nor a loss and with particular regard to the following principles in accordance with the Regulation and Our Program Plan:

- a. Payments to Non-Transitioned Collectors (as defined in Our Program Plan): for collectors currently delivering recycling services under the shared responsibility model, We will continue payments to eligible local governments to offset up to 75 per cent of the net program costs for the efficient and effective collection and recycling of HPPP until such time as their transition to a fully managed, fully funded EPR model is complete, if applicable;
- b. Material Management for Transitioned Communities (as defined in Our Program Plan): upon transition, We will assume the costs to collect, transport, process and market materials included in the transition phases outlined in this Program Plan;
- c. Program Management: costs to administer Our Product Stewardship Program;
- d. Resident Awareness: costs to promote program awareness and the behaviours that drive efficient and effective collection;
- e. System Improvements cost to deliver system improvements through research, market development, investments, or



other initiatives.

- f. Fee rates are adjusted to reward those materials with higher recycling rates relative to other materials;
 - g. Contributions to reserves, contingencies as We shall have identified in Our budget or is proved to be necessary in operating Our HPPP Stewardship Program in the Members' best interests;
 - h. Interest on late payments;
 - i. A sum equivalent to the amount required to defray any losses; and
 - j. We will disclose the cost components contributing to material Fee rates.
- (iii) In computing all or any of the above costs and expenses, We will be required to estimate such costs and expenses as We shall consider reasonable and appropriate and shall take into account in calculating the Fees any surplus or deficit as a result of Our operations.
- (j) Fees - Recalculation. Notwithstanding the foregoing, We may further recalculate and revise the Fees on the basis set out in this Agreement and may adjust (either upwards or downwards) the Fees. We may require changes to a filed Annual Producer Report following an audit or review by Us. For changes initiated by Us as a result of an audit or review, You are required to report and pay for all HPPP from the time You begin Supplying HPPP. Penalties and interest will be applied in accordance with the [Penalty and Interest Policy](#).
- (k) Fees - Payment Terms.
- (i) The Fees for each Fee Obligation Year shall be payable by You in four (4) equal quarterly instalments, with each such instalment is due on January 31st, April 30th, July 31st and October 31st of the respective Fee Obligation Year. All sums payable under this Agreement are exclusive of any applicable taxes which shall be added to such sum to the extent applicable.



- (ii) All sums payable under and in accordance with the Agreement by the Member shall be paid in full without any deduction, withholding, counterclaim or set off.

Late payment or nonpayment of Fees is subject to the [Penalty and Interest Policy](#).

- (l) Producer-Initiated Annual Producer Report Adjustments. If You identify corrections or revisions to Your Annual Producer Report these must be submitted to Us in accordance with the [Policy for Steward-Initiated Adjustment Requests](#) as posted on the Our website. Where an approved adjustment results in an increase in Fees payable, they are payable in accordance with the [Policy for Steward-Initiated Adjustment Requests](#). If an approved adjustment results in a decrease in the Fees previously payable by You, You will be credited in accordance with the [Policy for Steward-Initiated Adjustment Requests](#).
- (m) Email Communications. You agree that We can communicate with You by email and provide You with Your Producer Invoices with consolidated Submission Detailed Report information and Statements of Account through email, at the email address You have provided to Us on the WeRecycle Portal.

3. OUR OBLIGATIONS

- (a) Assumption of Responsibilities. We shall assume Your Producer Responsibility Obligations under the Regulation. You understand and agree that, if You become a Member part way through a Reporting Obligation Year, We shall assume and You shall pay for Your entire Producer Responsibility Obligations as described in this Agreement.
- (b) Guiding Principles. We shall:
 - (i) Act in the best interests of all Members as a whole;
 - (ii) Use reasonable commercial efforts to carry out Our obligations diligently and in a reasonable, proper and cost-effective manner having regard to the interests of all Members in securing compliance with the Regulation in future as well as in each Reporting and Fee Obligation Year, and the cost of such compliance in the current and future years; and
 - (iii) Exercise the skill and expertise to be reasonably expected of an organization whose HPPP stewardship plan is approved by the Minister pursuant to the Regulations.

- (c) Annual Business Plan: We shall, in each year, develop a business plan and, other than in relation to those matters which We consider confidential as referenced in this Agreement and in the interests of Our Members, shall publish (either on Our website and elsewhere as appropriate, to properly inform all Members and stakeholders), a summary of the business plan. Should a modification of the business plan be required, We shall notify Members of such modifications.
- (d) Annual Report. We shall, on or before June 30 in each year, following a full year of operation, post an annual report on Our website that includes the information required under Section 11 of the Regulation.
- (e) Notice Requirements. We shall notify You in the event the We receive notice from the Minister proposing to or having amended or imposing additional terms and conditions on Our HPPP Stewardship Plan or if the Minister suspends or cancels the approval under section 10 of the Regulation.
- (f) Insurance. We will possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate. We shall cause a certificate(s) of existing insurance executed by the insurer to be posted to Our website.
- (g) Fees – Amount and Principles. By no later than November 30 of each Obligation Year, We shall make a non-binding estimate of the total Fees payable by the Member in respect of the following Obligation Year. From time to time during the Obligation Year, We will keep the Member promptly informed of any material adverse change in Our estimate of the Fees

4. LIMITATION OF LIABILITY AND REMEDIES

- (a) Limitation of Liability. In no event will either party be liable for any indirect, incidental, special, exemplary or consequential losses or damages, including lost or anticipated profits, savings, interruption to business, loss of business opportunities, loss of business information, the cost of recovering such lost information, or any other like pecuniary loss arising out of this Agreement, whether You have advised Us or We have advised You of the possibility of such damages. Each party's aggregate liability in respect of any and all claims will be limited to the amount of Fees paid by You to Us in the most current Fee Obligation Year. The foregoing limitations apply regardless of the cause or circumstances giving rise to such loss, damage



or liability, even if such loss, damage or liability is based on negligence or other torts or breach of contract (including fundamental breach or breach of a fundamental term).

- (b) A party may not institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. Some provinces do not allow the exclusion of limitation of incidental or consequential damages so the above exclusions may not apply.
- (c) Sections 4(a) and 4(b) (Limitation of Liability and Remedies) shall survive termination or expiration of this Agreement.

5. SUCCESSORS AND ASSIGNS

- (a) You may not assign Your rights and duties under this Agreement to any other person at any time without Our consent which will not be unreasonably withheld.
- (b) This Agreement will ensure to the benefit of and will be binding on Us and Our respective successors and permitted assigns. In the event of Our corporate merger, amalgamation, divestiture or asset sale, We will have the right to transfer and assign Our rights and obligations hereunder to any third party (the “**Assignee**”), upon written notice to You.

6. CONFIDENTIALITY

- (a) Confidentiality. The Member and We each acknowledge that all customer, technical, financial and other business information received from the other in connection with this Agreement is considered private and confidential. Both the Member and We will use reasonable diligence and care to prevent the unauthorized disclosure, reproduction or distribution of such confidential information to any other person. The Member acknowledges that We may share confidential information with Our administrative service provider (Circular Materials), where the administrative service provider is bound by the same confidentiality provisions as contained in this Agreement.
- (b) If required by the Minister, We will inform You that information is transferred to the Minister. In all other cases, unauthorized disclosure, reproduction or distribution of such confidential information to any other person or association will first have to be consented to in writing by the disclosing party.
- (c) Such confidential information will exclude:



- (i) Information that is already in the public domain;
 - (ii) Information already known to the receiving party, as of the date of the disclosure, unless the receiving party agreed to keep such information in confidence at the time of its original receipt;
 - (iii) Information hereafter obtained by the receiving party, from a source not otherwise under an obligation of confidentiality with the disclosing party; and
 - (iv) Information that the receiving party is obligated to produce under order of a court of competent jurisdiction, provided that the receiving party promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order.
- (d) Notwithstanding anything to the contrary contained herein, You acknowledge that We may be required to disclose Your confidential information in the circumstances referred to in Section 2(f) above (Disclosure of Information).
- (e) This section 6 (Confidentiality) shall survive termination or expiration of this Agreement.

7. TERM AND TERMINATION

- (a) Term. The term of this Agreement will commence on the date of Your submission to Us of this Agreement as set out at the end of this Agreement, either as:
- (i) automatically an amendment to Your existing Agreement with Us in accordance with section 8 (I) (Revisions to this Agreement); or
 - (ii) as a new Agreement pursuant to these terms
- and shall continue until terminated in accordance with this Agreement.
- (b) Termination By Us: by notice in writing to You to take effect either forthwith or at such time as may be specified in such notice on or after the occurrence of any of the following events:
- (i) Any material breach by You of any of Your obligations under this Agreement which, if capable of remedy, shall not have been remedied to Our reasonable satisfaction within thirty (30) calendar



days of receipt by You of a written request from Us for such breach to be remedied;

- (ii) Notwithstanding section 7(a)(i) above, any failure by You to comply with the provisions of Section 2.(d) (Provision of Information) by May 31st of the respective Reporting Obligation Year;
- (iii) Deliberate falsification of data or a pattern of providing false or misleading data in relation to Your Annual Producer Report;
- (iv) Notwithstanding anything to the contrary contained herein, any failure by You to pay to Us any sum due hereunder within thirty (30) calendar days of the due date for payment thereof;
- (v) If a petition in bankruptcy is filed and a judgment is entered against You or if You are adjudged a bankrupt, or if You are insolvent or unable to make payments to creditors when due or You take advantage of any insolvency act or debtor's relief act, or You make an assignment for the benefit of Your creditors, or if You pass any resolutions or take any other actions for Your liquidation, winding up or dissolution.

(c) Termination By the Member:

- (i) If You are a Voluntary Producer, You may terminate Your Voluntary Producer Agreement in accordance with the exit provisions for Voluntary Producers as per the terms and conditions of the Voluntary Producer Agreement as referenced in Appendix A.
- (ii) If You are a Producer and not a Voluntary Producer, You may terminate this Agreement by notice given to Us by May 1st of any calendar year. You must within thirty (30) days of notification, fulfill Your payment obligation for the remainder of that calendar year and any prior years' Fees which remain outstanding.
- (iii) Provided You are not a Voluntary Producer, should You terminate this Agreement by notice given after May 1st of any calendar year You may be required to submit Your Annual Producer Report by May 31st for that calendar year. You must also within thirty (30) days of notification, fulfill Your payment obligation for the remainder of that calendar year and any prior years' Fees which remain outstanding.



- (d) Termination By either party: Either party may terminate this Agreement with by notice in writing to the other if the Minister cancels the approval of Our Program Plan.

- (e) The termination 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 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.

8. GENERAL

- (a) Captions. The Article and paragraph headings used herein are for convenience only and are not a part of this Agreement and will not be used in construing it.

- (b) Disputes. Disputes between Us and You as to Your obligations under this Agreement shall be made under the [Dispute Resolution Policy](#) that is published on Our website. Referral of any disputed matter shall not act to stay or defer Your obligations under this Agreement.

- (c) Entire Agreement. This Agreement constitutes the entire agreement between You and Us relating to the subject matter contained in this Agreement.

- (d) Equitable Relief. Each party agrees that any breach of Section 6 (Confidentiality) by such party would cause irreparable damage to the other party for which money damages would not be a sufficient remedy, and that, in event of such breach, in addition to any and all remedies at law, the harmed party will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of Section 6 without the necessity of proving actual damages or posting any bond or other security.

- (e) Force Majeure. Notwithstanding anything herein to the contrary, other than obligations to make payments pursuant to this Agreement, neither party shall be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

- (f) Relationship of the Parties. 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.
- (g) Severability. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.
- (h) Guiding Documents. We may, but are not required to, publish on Our website policies, guidance, and interpretive memoranda (collectively “secondary guidance”) with respect this Agreement that must be followed by Producers. Secondary guidance material does not constitute legal advice. In the event of a discrepancy, the Agreement takes precedence.
- (i) Notices. 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 the parties provide to each other or to such other address as We or You may from time to time specify by notice to the other given as provided in this paragraph.
- (i) In Our case, Our email address is: producers@skrecycles.ca.
 - (ii) In Your case, Your address is the address and contact particulars provided to Us pursuant to section 2. (d) (Provision of Information).
 - (iii) Each such notice or communication shall be deemed to have been given or made and delivered within 24 hours of email transmission.
- (j) Jurisdiction. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the province of Saskatchewan with respect to any dispute arising hereunder.
- (k) Governing Law. This Agreement shall be deemed to have been made in the province of Saskatchewan and shall be construed and interpreted according to the laws of the province of Saskatchewan and the applicable laws of Canada.



(l) Revisions to this Agreement.

- (i) Revisions to this Agreement will be considered in Q4 of each year. We will provide advance written electronic notice of those changes not less than sixty (60) calendar days before May 31st of any Obligation Year. We will advise You of any mid-year changes to the Membership Agreement via written electronic communique.
- (ii) Notwithstanding the foregoing, if any such revision is necessary to comply with the Legislation or the Regulation such revision shall have effect from the date specified in the notice.

(m) Execution of this Agreement. This Agreement may be executed in any number of counterparts and may be delivered by Portable Document Format (“PDF”) or other electronic means and each original, PDF copy, when executed and delivered, shall be deemed to be an original and all of which taken together then construe one and the same instrument.

THIS AGREEMENT submitted for acceptance and is effective this [Please enter date as YYYY-MM-DD]:_____.

I ATTEST that the Company began Supplying Household Packaging and Paper in Saskatchewan on [Please enter date as YYYY-MM-DD]:

_____.

Company Name (*please print*): _____

Per (*please sign*): _____

Authorized Signing Officer

(I have authority to bind the Corporation.)

Name of Signing Officer:
(*please print*):

Title:

Address:



Email Address: _____

Telephone Number

Appendix A – Voluntary Producer Agreement

If You are not an obligated Producer and are electing to become a Voluntary Producer, the Voluntary Producer Agreement can be [downloaded here](#) from Our Website. You can also request a copy by emailing producers@skrecycles.ca.