

## PRODUCER MEMBERSHIP CONTRACT

This Membership Contract (the “**Contract**”) is made between:

Éco Entreprises Québec (**ÉEQ**), a non-profit body having its head office at 1600 René Lévesque Boulevard West, Montréal, Québec, which for the purposes of this Contract is represented by Maryse Vermette, CEO, duly authorized.

And

The obligated person duly identified in the previous form or the current report.

By accepting this Contract and checking the box below you agree to be bound by its terms and those of the General Conditions and Policies.

### PURPOSE OF THE CONTRACT

- 1.1 As per the *Regulation respecting a system of selective collection of certain residual materials* (Québec) (the “**Regulation**”), Producers of Containers, Packaging and Printed Paper (“**Materials**”) marketed in Québec must develop, implement, and contribute financially to a curbside recycling system in Québec (the “**Curbside Recycling System**” or the “**System**”) based on an extended producer responsibility (“**EPR**”) approach, in cooperation with the other Producers within a single System. However, the Regulation provides that this responsibility is entrusted to a designated management organization (“**DMO**”) and that the Producers must become members of the DMO. ÉEQ was designated as DMO on October 24, 2022.
- 1.2 Accordingly, the purpose of this Contract is for the Producer to join ÉEQ as a Member, in order to satisfy the obligations under the Regulation and to govern the relationship between the Producer and ÉEQ in the EPR framework. The Contract does not cover the services that ÉEQ offers or may offer to specific Members which do not serve the Members or the System in general (e.g., advisory services or eco-design workshops). These services shall be subject to separate service proposals and shall be invoiced separately from the Financial Participation.
- 1.3 The obligations and undertakings of ÉEQ and the Members contained in the Contract, the General Conditions and the Policies were developed and established in accordance with the Main Principles described in the General Conditions, and they shall serve to inform the reading of the said Contract, General Conditions and Policies.
- 1.4 The Contract, the General Conditions and the Policies referred to therein set out the responsibilities of ÉEQ and its Members in the framework of the Regulation, as well as the undertakings required from all parties to achieve the objectives of the Regulation and satisfy the Main Principles.

## 2. DEFINITIONS

- 2.1 The capitalized terms and expressions in this Contract not defined herein shall have the meaning given to them in the General Conditions or the Policies, as the case may be.

## 3. OBLIGATIONS AND UNDERTAKINGS OF ÉEQ AND ITS MEMBERS

- 3.1 As DMO, ÉEQ assumes, in the place and stead of the Producers, certain of the responsibilities that are incumbent on them as per the Regulation, enabling it to develop, implement and finance the Curbside Recycling System and be accountable for the System thus implemented to RECYC-QUÉBEC and the Minister on an annual and five-year basis.
- 3.2 Under the terms of the Regulation, all Producers must be Members of ÉEQ.

As a Member, every Producer must comply with the requirements established by ÉEQ, which include, notably, reporting annually via the ÉEQ Portal as provided in the General Conditions.

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3.3 A Member's breach of its obligations may lead to, amongst other remedies, administrative sanctions, monetary sanctions, penalties, and interest, as set out in the General Conditions, the Policies and the Regulation. In addition, ÉEQ reserves the right to conduct audits at the Members' expense, and to list under in the internal Non-Compliant Members Register, as set out in the General Conditions, Policies and By-Laws of ÉEQ.

3.4 Undertakings of ÉEQ and the Members:

- The undertakings of ÉEQ and the Members are set out in detail in the General Conditions, including the obligations relating to confidentiality, intellectual property, and the liability of the parties.
- Generally, ÉEQ and its Members commit to aim for proactive continuous improvement of practices involving the Materials, to go beyond the responsibilities and obligations stipulated in the Regulation so as to promote eco-design, recyclability and a circular economy and maximize the environmental benefits, in line with ÉEQ's purpose, its commitment values and the Main Principles, as described in the General Conditions.

#### **4. TERM OF THE CONTRACT**

- 4.1 This Contract shall apply as of confirmation of your membership and shall remain in force for as long as ÉEQ is the designated DMO;
- 4.2 A Producer that fails to subscribe to this Contract may remedy the situation retroactively. Where a Member joins ÉEQ retroactively, the Contract shall become effective on the 1st day of January of the first calendar year in which the Member is subject to the obligations under the Regulation. Such retroactive onboarding by a Member shall be limited to a period of three (3) calendar years.
- 4.3 The Contract may be terminated in accordance with the provisions of the General Conditions. ÉEQ may inform the Minister and any other government authority having jurisdiction of the end of the Producer's Membership in ÉEQ, where justified.

#### **5. FINAL PROVISIONS**

- 5.1 The Contract, the General Conditions and the Policies shall constitute the entire contractual relationship between ÉEQ and the Member.
- 5.2 By accepting this Contract, the Member declares that it has read the General Conditions and the Policies and that it agrees with their content.
- 5.3 The Member also agrees to read the General Conditions and the Policies periodically and to confirm to ÉEQ in its annual Report that it has done so and to acknowledge being bound by same.
- 5.4 This Contract, the General Conditions and the Policies shall be governed by and interpreted in accordance with the federal and provincial laws applicable in the Province of Québec.
- 5.5 In the event of conflict between the provisions of the following documents, they will be interpreted using the sequence below:
- ÉEQ By-laws;
  - Contract (except for terms defined in the General Conditions, which definitions shall prevail),
  - the General Conditions;
  - the Policies.

However, the Member is required to comply with the additional obligations set out in the General Conditions and the Policies, even if they are not indicated in the Contract. The French version will also take precedence over the English one.

- 5.6 ÉEQ reserves the right to amend the Contract, the General Conditions and the Policies related to this Contract. Any amendments shall form an integral part of this Contract, without prejudice to the application of Section 5.7 of these General Conditions.
- 5.7 In the event of amendments to the Contract, the General Conditions or the Policies, ÉEQ undertakes to set up an information process and, in the event of substantial amendments, a consultation process with the Members, in accordance with the General Conditions.
- 5.8 In no instance shall the Member assign the Contract to a third party, except with the prior written consent of ÉEQ as set out in the General Conditions.
- 5.9 If any dispute arises between the Member and ÉEQ, the parties must first attempt to reach an amicable settlement, in accordance with the General Conditions. If such a dispute cannot be resolved, it shall be referred to the exclusive jurisdiction of the courts of law of the Province of Québec, District of Montréal.
- 5.10 A French version of this Contract, the General Conditions and the Policies is available at all times and is communicated to Members via ÉEQ's electronic platforms. An English version will also be provided upon request (or according to the member language selection made on ÉEQ's electronic platforms) and will be binding between ÉEQ and the Member.
- 5.11 This Contract is adopted as of March 30, 2023 by the Board of Directors of ÉEQ.

By adopting this Contract, ÉEQ agrees to be bound by its terms.

You agree to this Contract, the General Conditions and the associated Policies, as first hereinabove provided:

- I acknowledge that I have the requisite authority to be bound by or to bind my company to the terms of the Membership Contract, the General Conditions and the Policies.
- I acknowledge that I have read the terms of this Membership Contract, the General Conditions and the Policies.
- I accept the terms of this Membership Contract, the General Conditions and the Policies.