

Confidential

**Product Care Association of Canada  
Alberta HSP Collection Services Agreement**

**This Agreement** dated and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Between:

**Product Care Association of Canada**

having a place of business at 420-2238 Yukon Street, Vancouver, British Columbia, V5Y 3P2;

email: [contact@productcare.org](mailto:contact@productcare.org)

**("Product Care"),**

and

Collector Name: \_\_\_\_\_ a municipal

corporation under the laws of the Province of Alberta

Legal Name (if different): \_\_\_\_\_

Administration Office Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

(the "**Collector**")

(each a "**Party**", and collectively the "**Parties**")

**Whereas:**

- A.** Product Care operates the Alberta HSP program pursuant to the Hazardous and Special Products ("HSP") provisions of the Alberta Extended Producer Responsibility Regulation 194/2022, for which Product Care is registered as a Producer Responsibility Organization (PRO) with the Alberta Recycling Management Authority (ARMA).
- B.** The parties wish to enter into this Agreement, which describes the terms and conditions under which the Collector will provide collection and/or other services for the Product Care Alberta HSP program.

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**NOW THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions:

In addition to any terms or phrases defined elsewhere in this Agreement, for the purposes of this Agreement capitalized terms used in this Agreement shall have the respective meanings attributed to them as follows:

- 1.1. **"ARMA"** means the Alberta Recycling and Management Authority.
- 1.2. **"Claims Submission(s)"** means submission(s) to Product Care of Supporting Documentation required to validate a claim for payment for services provided.
- 1.3. **"Collection Services"** means all the activities agreed upon under this Agreement, including Collection Locations, for the purpose of receiving, classifying, packing, storing and transferring Program Products onto transportation vehicles, including the manifesting of Program Products, as applicable, prior to transportation away from the Collection Locations for recycling and processing, and includes any program for the reuse of Program Products, as authorized by Product Care and conducted by or on behalf of the Collector.
- 1.4. **"Collection Location(s)"** means the Collector's locations and facilities, including event locations, as listed in Appendix A to this Agreement, for the collection of Program Products under this Agreement, subject to change pursuant to the provisions of this Agreement.
- 1.5. **"Commingled Products"** means the Program Products and Non-program Products of similar characteristics and/or chemistries that can be commingled, i.e. safely packed together in the same collection container for transportation in accordance with the Transportation of Dangerous Goods Regulation and any other applicable Legal Requirements.
- 1.6. **"Commingled Products Share"** means the quantity of Program Products as a proportion of total quantity of Commingled Products received by the service provider for processing, for each of the categories of Program Products.
- 1.7. **"HSP"** means the hazardous and special products as designated in Part 2 of the Regulation and as defined in the ARMA HSP Material Type Guide.
- 1.8. **"Lab Pack Sampling"** means the study of each category of Commingled Products pursuant as described in the Schedule 1, to determine the Commingled Products Share.
- 1.9. **"Legal Requirements"** means all laws, statutes, bylaws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments and successors thereto applicable to performance of the Collection Services, and Post-Collection Services including environmental laws applicable to the collection of HSP in the Province of Alberta at the Collection Location(s), the Collector's operations of the Collection Location(s) and the Collection Services, as amended from time to time, including the Regulation and any bylaws and verification procedures issued by ARMA which are applicable to the Program and the Collection Services and Post-Collection Services provided by the Collector and the Collector's third-party service providers pursuant to this Agreement. Unless explicitly stated to be a requirement of a particular Collection Service or Post-Collection Service in this Agreement, or a written amendment to the Agreement, the meaning of Legal Requirements is limited to laws and subordinate legislation created under the authority of the legislature of the Province of Alberta.
- 1.10. **"Non-program Products"** means any product accepted by the Collector other than Program Products.

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- 1.11. **“Post-Collection Services”** means the transportation of Program Products from Collection Locations by an authorized transporter to an authorized processor, including consolidation, sorting, weighing, processing, recycling, and safe disposal and other post-collection management activities, and includes the supply of collection containers, in compliance with the Legal Requirements;
- 1.12. **“Program”** means the Product Care Alberta HSP program for the Program Products, pursuant to the HSP provisions of the Regulation, for which Product Care is registered as a Producer Responsibility Organization (PRO) with ARMA and for which the Collector is providing Collection Services.
- 1.13. **“Program Product(s)”** means the following HSP designated material categories in accordance with the Regulation for which Product Care is the designated Producer Responsibility Organization responsible for its management and disposal:
- corrosive products
  - corrosive product containers
  - flammable products
  - flammable product containers
  - pesticides
  - pesticide containers
  - toxic products
  - toxic product containers
- 1.14. **“Regulation”** means the Alberta Extended Producer Responsibility Regulation 194/2022, as amended.
- 1.15. **“Supporting Documentation”** means invoices, bills of lading, manifests, issued by a service provider to the Collector, relating to the Collection Services and Post-Collection Services and in the possession of, or obtainable by, the Collector in the ordinary course of business of completing the Collection Services and Post-Collection Services, for transportation, processing and material management of the Program Products in accordance with this Agreement, as reasonably required by Product Care to verify the accuracy of the Claims Submissions, including written confirmation by the service provider for recycling and processing of the Program Products of the quantity of Commingled Products received, for each category of Program Products.
- 1.16. **“User”** means any person in the province of Alberta, having ownership or possession or control of post-consumer Program Product(s) originally supplied to market in Alberta.

## 2. Appointment as Collection Locations

- 2.1. Product Care appoints each of the Collection Locations listed in Appendix A as an authorized site for the collection of Program Products for the Program.
- 2.2. In recognition of the consideration provided hereunder by Product Care to the Collector, the Collector hereby agrees to contract exclusively with Product Care (and not any other party) for the collection of Program Products during the term of the Agreement.
- 2.3. Collector will give no less than 5 business days’ notice to Product Care of any change to the information for each Collection Location including:
- 2.3.1. Location names, operating hours, addresses and contact information; and
  - 2.3.2. Any other information reasonably required for the purposes of this Agreement.

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- 2.4. The Collector or Product Care must give at least 90 days' notice if a Collection Location will be removed as an authorized collection location pursuant to this Agreement, subject to any limitations set forth in the Schedules.
- 2.5. The Collector shall provide at least 90 days' notice of a request to add a Collection Location to this Agreement to allow for consultation between the Collector and Product Care. The addition of any Collection Location to this Agreement requires Product Care's written approval.

### 3. Covenants of Product Care

- 3.1. Product Care covenants, represents and warrants to Collector that:
  - (a) Product Care is a non-profit corporation validly existing under the laws of Canada;
  - (b) Product Care has the corporate power, capacity and authority to enter into and complete this Agreement;
  - (c) Product Care shall comply, at all times, with all applicable Legal Requirements;
  - (d) Product Care shall maintain its registration as an HSP PRO with ARMA at all times during the term of this Agreement;
  - (e) The execution and delivery of this Agreement has been validly authorized by all necessary corporate action by Product Care

### 4. Product Care Responsibilities

- 4.1. The responsibilities of Product Care include:
  - (a) HSP PRO reporting as required by the Regulation and ARMA HSP bylaws,
  - (b) The listing of up-to-date information for all Collection Locations on Product Care's websites unless otherwise stipulated in the Schedules.
  - (c) Program promotion and education as required by the Regulation and the ARMA HSP bylaws,
  - (d) Provision to the Collector of Program collection guidelines, if available;
  - (e) Annual Lab Pack Sampling, as described in the Schedule 1, at the expense of Product Care.

### 5. Fees and Claims Submissions

- 5.1. The fees payable by Product Care to the Collector pursuant to this Agreement are set forth in the Schedule 1 to this Agreement.
- 5.2. The Collector must submit Claims Submissions to Product Care for the services provided in a calendar month, before the end of the following month.
- 5.3. Product Care will validate Claims Submissions with the Supporting Documentation received from Collector within thirty (30) days of receipt and Product Care will pay the applicable fees to the Collector pursuant to this Agreement within thirty (30) days of the date on which Product Care determines the Claim Submission to be correct and accurate, subject to any provisions set out in the Schedules.
- 5.4. In the event that Product Care finds any errors or omissions in the Claims Submissions, or requires additional Supporting Documentation, Product Care will
  - 5.4.1 pay the undisputed portion of the Claims Submission,
  - 5.4.2 inform the Collector of the errors or omissions and the Collector will have the opportunity to correct and/or clarify the Claims Submissions and/or provide the additional Supporting Documentation requested, prior to Product Care issuing a payment; and,

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5.4.3 in the event the parties cannot resolve the dispute, the matter will be resolved through the dispute resolution process described herein.

5.5. The Collector agrees to accept payment by electronic funds transfer and will provide its bank account information to Product Care for this purpose. Payments shall be made in accordance with the terms set forth in the Schedule 1 to this Agreement.

### 6. Covenants of Collector

6.1. Collector covenants, represents and warrants to Product Care that:

6.1.1. The Collector is an incorporated and/or an otherwise validly constituted entity in good standing and qualified to carry on business in Alberta where the Collection Locations are located, is a community as defined by the Regulation, and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;

6.1.2. Collector shall comply, and shall ensure that all service providers comply, at all times, with all applicable Legal Requirements;

6.1.3. The Collector shall provide Product Care with information relating to the Collection Services and Post-Collection Services as reasonably required by Product Care to comply with its applicable Legal Requirements relating to HSP Collection by the Collector at the Collection Sites;

6.1.4. The Collector shall provide written notice to Product Care within three (3) Alberta business days if it receives any notice regarding any non-compliance or possible noncompliance of the Collection Services with any Legal Requirements relating to HSP. On request from Product Care, the Collector shall meet with Product Care to discuss such notice, actions taken and to be taken to address the notice, and any further risks of non-compliance with any Legal Requirements relating to HSP and the Collection Services;

6.1.5. To the best of the knowledge of the Collector, the Collection Locations are free of any pollutants, contaminants, deleterious substances, toxic substances or hazardous waste (collectively "Contaminants"), except in amounts that are permissible under the Legal Requirements, subject to any exceptions set forth in the Schedules to this Agreement;

6.1.6. There are no pending or threatened actions, proceedings, investigations, prosecutions, or claims in respect of the Collector or the Collection Location that relate to the presence of Contaminants at or released from the Site or any other environmental matters relating to the Collection Location;

6.1.7. To the best of the knowledge of the Collector, there are no Contaminants being released onto a Collection Location from adjacent properties or from the Collection Locations to adjacent properties, subject to any exceptions set forth in the Schedules to this Agreement; and

6.1.8. Other than representing (in the manner provided in this Agreement) that it is a Product Care authorized Collection Location during the Term, the Collector shall not state, claim or represent that it is owned or in any way related to Product Care;

6.2. The Collector acknowledges that it is an independent contractor supplying services to Product Care, and that it is not a subcontractor of Product Care, and that the Collector shall be responsible for and shall maintain in good standing coverage as required under all applicable worker safety requirements and regulations;

## 7. Collector Responsibilities

### 7.1. Collector covenants and agrees that:

- 7.1.1. The Collector shall operate the Collection Locations and receive and store all Program Products and perform its obligations under this Agreement in compliance with the Legal Requirements relating to the collection of HSP. For greater certainty, the Parties acknowledge and agree that Product Care has no obligations, or responsibilities under this Agreement with respect to the operation of any Collection Location;
- 7.1.2. Collection Locations shall accept all Program Products returned by Users during operating hours, subject to any capacity limits applicable to the Collection Location, and the Collector will ensure all staff providing the Collection Services are properly trained and ensure Users returning Program Products are professionally, courteously and promptly served;
- 7.1.3. The Collector shall not charge Users for Program Products received at Collection Locations;
- 7.1.4. Non-program Products are not within the scope of this Agreement. Accordingly, the Collector acknowledges and agrees that any Non-Program Products collected or accepted by the Collector, as Commingled Products or otherwise, are the sole and exclusive responsibility of the Collector;
- 7.1.5. Collection Services and Post-Collection Services shall be arranged by and be the responsibility of the Collector, provided that any service provider handling Program Products must be registered with ARMA as an authorized HSP service provider;
- 7.1.6. The Collector, or the service providers of the Collector, shall provide and maintain in good working order, all required equipment, for the handling of the Program Products pursuant to this Agreement, at their expense.
- 7.1.7. The Collector is responsible for the transmission to the Collection Locations and service providers of any applicable information provided by Product Care;
- 7.1.8. The Collector consents to the publication by Product Care on the internet, in advertisements, or in any other fashion, of the address, telephone number and hours of operation of each Collection Location as an authorized Product Care Collection Location for the Program, unless otherwise stipulated in the Schedules or the Appendix A;
- 7.1.9. Each Collection Location shall make the Program brochures and any education material supplied by Product Care available to Users, if provided by Product Care;
- 7.1.10. The Collector will manage any spill or breakage involving Program Products in accordance with the Legal Requirements;
- 7.1.11. The Collector shall provide, or shall direct its service providers to provide any other information, reports or documents requested by Product Care in relation to the Collection Services and the Post-Collection Services, that are in the possession of, or obtainable by, the Collector or its service providers in the ordinary course of business of completing the Collection Services and Post-Collection Services, for any Legal Requirements applicable to Product Care within such reasonable timelines as established by Product Care;
- 7.1.12. Upon two(2) business days' notice to the Collector, Product Care (or a third party acting on Product Care's behalf) will have the right to audit the Collector's facilities and records in relation to the Collection Services and/or Post-Collection Services pursuant to this Agreement including the quantity of Program Products, the accounts paid or payable to the Collector hereunder, confidentiality of information, compliance with the terms of this Agreement, insurance, delivery of Collection Services and Post-Collection Services, deficiencies, or any other documentation issues directly connected to a requirement of this Agreement in connection with a matter in dispute.

**8. Title to Program Products and EPR Credits**

- 8.1. The Collector shall take title to all Program Products received at a Collection Location. To the extent permitted by Legal Requirements the Collector or any of the Collector's authorized service providers with physical possession of the Program Products shall have and retain title to the Program Products for the duration for which they are in the physical possession of the Program Products.
- 8.2. For greater certainty, the Parties acknowledge and agree that Product Care has no rights of ownership to the Collection Location and that no title to any of the Program Products will transfer from the Collector to Product Care except where Product Care takes direct possession of any Program Products.
- 8.3. Notwithstanding whom has the title of the Program Products, the Collector transfers the exclusive rights to Product Care to claim and report the Collection Locations and/or the quantity managed and recovered resources of the Program Products collected at Collection Locations, pursuant to extended producer responsibility compliance responsibilities under the Regulation for the Program Products and shall ensure that such exclusive rights of Product Care are acknowledged and recognized by any service provider for the transportation and processing of Program Products collected at any Collection Location.

**9. Indemnities and Insurance**

- 9.1. The Parties acknowledge and agree that this Agreement is limited to the collection and management of Program Products, and that if the Collector collects, offers for reuse and/or stores Non-Program Products, or collects or stores or manages Program Products in a manner contrary to its obligations under this Agreement, the Collector assumes sole and exclusive responsibility and liability therefore, including any consequential harm to the environment or to the Collection Location.
- 9.2. The Collector shall indemnify, defend and save harmless Product Care, and its employees, directors, governors, officers, agents, subcontractors and affiliates (collectively, the "Product Care Indemnitees") from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Collector and/or any third parties in carrying out remediation activities (collectively "Claims"), which arise out of, result from or relate to:
  - 9.2.1. The Collector's ownership and/or operation of the Collection Location;
  - 9.2.2. Any action or omission of the Collector, its Users, invitees, employees, service providers, subcontractors or agents, in connection with the Collector's ownership and/or operation of a Collection Location, and handling of Program Products and Non-Program Products; or
  - 9.2.3. Any breach by the Collector of the terms, conditions, requirements, representations and warranties of this Agreement, or of the Legal Requirements except to the extent Product Care's negligence, wilful misconduct or failure to adhere to Legal Requirements has caused or contributed to the Claims and the value of loss suffered by Product Care in association with any of the Claims.
- 9.3. The Collector hereby releases the Product Care Indemnitees from and against any and all Claims which the Collector may at any time have against the Product Care Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Product Care Indemnitees.
- 9.4. The Parties hereby agree and acknowledge that Product Care has no responsibility whatsoever

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towards the Collector for remediation of Contaminants at the Collection Locations or with respect to any migrating Contaminants from the Collection Locations, or to the Collection Locations, be it before the Term, during the Term or after this Agreement terminates or expires.

- 9.5. Except in the case where Collector self-insures, Collector shall obtain and maintain throughout the term, at its own expense, the insurance coverage set out below:
  - 9.5.1. Comprehensive general liability coverage of a minimum of \$2,000,000; and
  - 9.5.2. Any other insurances as reasonably determined by the Collector to cover its obligations as a Product Care authorized Collection Location under this Agreement, (collectively, the "Insurance").
- 9.6. The Collector shall:
  - 9.6.1. Include Product Care as an additional insured in the Insurance but only in respect to liability arising from the negligence of the Collector, or any service provider contracted by the Collector, and subject to the obligations of the Collector as set out in this Agreement, and
  - 9.6.2. Require the insurers to give to the Product Care not less than 30 days' prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to Product Care thereby.
- 9.7. If Product Care is added as an additional insured, the Collector shall supply Product Care with a certificate of insurance evidencing Product Care as additional insured on an annual basis.
- 9.8. Product Care shall:
  - 9.8.1. Include the Collector as an additional insured on policies of insurance maintained by Product Care for environmental impairment liability and comprehensive general liability, but only in respect to liability arising from the negligence of Product Care at the Collection Location and subject to the obligations of the Collector as set out in this Agreement; and
  - 9.8.2. Require the insurers to give to the Collector not less than 30 60 days prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to the Collector thereby.

### 10. Agreement Term and Termination

- 10.1. This Agreement shall be in effect for an initial period expiring five (5) years after the effective date of this Agreement, unless otherwise terminated by law or under this Agreement. This Agreement shall thereafter automatically renew for additional one (1) year terms, unless either party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 10.2. Either party may terminate this Agreement without prior notice or delay, upon the occurrence of any of the following events:
  - 10.2.1. If the other party becomes bankrupt or insolvent or if it takes any measures under the Bankruptcy and Insolvency Act or any other similar legislation, or if the other party discontinues its business for any reason; or
  - 10.2.2. If the other party fails to abide by any of the terms set forth in this Agreement and does not remedy the default within thirty (30) days after a written notice of default has been received by it.

### 11. Dispute Resolution

- 11.1. The parties to this Agreement agree to the following steps to address any issues arising in regard to the interpretation or application of the Agreement:
  - 11.1.1. Discussion between Product Care's manager of the Program and the Collector;



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- 11.1.2. If necessary, escalation of discussion to Product Care senior staff;
- 11.1.3. If necessary, escalation of discussion to Product Care board; and
- 11.1.4. If necessary, undertaking legal proceedings including the option of mediation or binding arbitration with the consent of the parties.

### 12. Other Terms

- 12.1. Notices – All notices required or permitted under this Agreement shall be in writing and shall be delivered in person, by registered mail by e-mail to the addresses as set out above in this Agreement.
  - (a) Notice given in person or by registered mail shall be effective upon delivery.
  - (b) Notice given by email shall be effective the next business day in the Province of Alberta if sent to the Collector, or the next business day in the Province of British Columbia if sent to Product Care, following the day on which the email was sent.
- 12.2. Scope of the Agreement. This Agreement is comprised of the terms and conditions set out herein, and any Schedules, all as amended from time to time in accordance with this Agreement.
- 12.3. Statutory Reference. A reference to any statute in this Agreement is to that statute as now enacted or as it may be amended, re-enacted or replaced, and includes any regulations made thereunder.
- 12.4. Confidentiality. Neither Party shall, without the prior consent of the other Party, directly or indirectly, use or disclose to any person any confidential or proprietary information, intellectual property relating to the business affairs of the other Party provided under this Agreement, subject to any specific provisions set out in the Schedules. The Collector is authorized to report aggregate quantities of diverted Program Products in its public reports without prior approval from Product Care.
- 12.5. Force Majeure. If either Party is delayed in the performance of, or fails to perform, any obligations under this Agreement and such delay or failure is caused by severe weather events, flood, fire, strike or other like cause beyond the reasonable control of the Party (“Force Majeure”), such Party will:
  - 12.5.1. Immediately notify the other Party in writing of the Force Majeure and of the effect it has on performance under this Agreement;
  - 12.5.2. Take and continue to take all reasonable steps to minimize, mitigate and eliminate the effect, extent and duration of the Force Majeure.
  - 12.5.3. Continue to furnish regular reports with respect to the Force Majeure on a timely basis during the continuance of the Force Majeure; and
  - 12.5.4. Provided such Party has given such notice and has taken and continues to take all such reasonable steps, such delay in performance or failure to perform will not constitute a breach or default under this Agreement for so long as the Force Majeure operates to delay or prevent such performance. No obligation of any Party that arose prior to the Force Majeure causing the suspension of performance will be excused as a result of the Force Majeure.
- 12.6. During a Force Majeure requiring suspension or curtailment of a Party’s obligations under this Agreement, that Party will suspend or curtail its operations in a safe and orderly manner. The burden of proof as to whether a Force Majeure has occurred and as to the consequences of such a Force Majeure will be on the Party claiming the Force Majeure. Product Care’s payment obligations under this Agreement will be suspended if the Force Majeure prevents or limits the Collector’s ability to perform its obligations in accordance with this Agreement.

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- 12.7. Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, be they oral or written and superseding and replacing any prior agreements between the parties as of the date of this Agreement. No amendment of or modification to this Agreement shall be valid or enforceable unless made in writing and signed by both Parties.
- 12.8. Independent Parties. The Parties and their respective personnel are and shall be independent and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. For greater certainty, the Parties acknowledge and agree that the Collector shall be an independent contractor supplying services to Product Care in accordance with this Agreement.
- 12.9. Independent Legal Advice. Each Party acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.
- 12.10. Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without prior written consent of the other Party. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.
- 12.11. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and together will constitute one and the same instrument. This Agreement may be executed by facsimile or PDF signatures, which shall be binding as originals on the Parties hereto.
- 12.12. Supplemental Agreements. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments as may be required from time to time, and take any other action necessary, to give full effect to this Agreement, and to make this Agreement legally effective, binding and enforceable as between them and against third parties.
- 12.13. No Waiver. Any failure by a Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and shall remain in full force and effect.
- 12.14. Severability. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 12.15. Enurement. This Agreement shall bind and benefit each of the Parties, including their respective successors and permitted assigns.
- 12.16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. Venue shall be in the City of Vancouver, British Columbia for any actions and proceedings, including alternative dispute resolution proceedings, that may arise from this Agreement.

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12.17. Time is of the essence to this Agreement.

**TO EVIDENCE THEIR AGREEMENT** each of the parties has executed this Agreement on the date set out above.

\_\_\_\_\_  
Legal Name  
Per:

**Product Care Association of Canada**  
Per:

\_\_\_\_\_  
Authorized signatory (signature)

\_\_\_\_\_  
Brian Bastien, President

\_\_\_\_\_  
Name of authorized signatory (print)

\_\_\_\_\_  
Title of Authorized Signatory

**Appendix A**

(ss. 1.4 and 2.1)

**Collection Locations - Events**

Collection Event Description	Collection Event address including postal code	Operating Hours	Event Contact Name	Tel	Email

**Schedule 1**

**Other Terms (s. 5 “Fees and Claims Submissions”) Price and Payment for Collection Services and Post-Collection Services**

The fees payable to the Collector by Product Care, during the Term of this Agreement, are as set out below, for Collection Services and Post-Collection Services provided in accordance with the Agreement.

**1. Collection Services Compensation:**

Product Care will pay the Collector for Collection Services on a monthly basis the fee rate set out in Table 1 for the Commingled Products Share (based on Lab Pack Sampling) for that Program Product Category of the number of collection containers of Commingled Products collected at the Collection Locations, as verified by the Service Provider providing the Post-Collection Services, as follows:

Calculation of Monthly Payment (\$) for Program Products for each category

# of commingled collection containers by collection container type, as verified by service provider providing Post-Collection Services.
X
Commingled Products Share for the Program Product category (%)
=
# Program Product collection containers
X
Applicable fee rate (\$) per collection container in <b>Table 1</b>
=
Amount Payable (\$)

**Table 1**

<b>Collection Container Rates for Program Products collected listed in Appendix A</b>		
<b>Category</b>	<b>Per Drum collected at Collection Sites*</b>	<b>Per Drum collected at Round-up Events*</b>
HSP program products	N/A	\$24

*\*a standard drum with a capacity of 205 litres*

**2. Post-Collection Services Compensation:**

**2.1. Current Post-Collection Pricing**

Within seven days of execution of this Agreement, or as soon as reasonably possible if the consent of a service provider is required in order to disclose the information, the Collector shall provide to Product Care a schedule of prices for Post-Collection Services of Commingled Products in effect (the “**Current Price**”).

**2.2. Payment of Product Care Share of Post-Collection Services**

Product Care will pay the Collector for the Commingled Products Share of the Current Price of the Post-Collection Services, as submitted by the Collector and approved by Product Care as a Claims Submission pursuant to the terms of the Agreement, on a monthly basis.

**2.3. Change of Post Collection Service Costs for Program Products:**

The Collector shall provide sixty (60) days’ notice in writing to Product Care for Current Price change by a service provider for Post-Collection Services, pursuant to appropriate procurement procedures applicable to the Collector, providing evidence to Product Care of the price change, such as an invoice or schedule of contractual rates between the Collector and the Service Provider.

**3. Lab Pack Sampling for Commingled Products to determine Commingled Products Share**

Product Care shall:

- 3.1. Conduct an annual Lab Pack Sampling study, at the expense of Product Care, that follows a sampling methodology in order to determine on an annual basis the Commingled Products Share for each Program Products category, expressed as a percentage, designed by Product Care based on provincial

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sampling for each category of Commingled Products. The results of the annual Lab Pack Sampling study shall be used to determine the Commingled Products Share of Product Care for each Commingled Category for this Agreement, for the following calendar year throughout the entire Program collection system.

- 3.2. Sampling will be conducted by the service provider(s) at one or more service provider's processing and or receiving facility.
- 3.3. At least thirty (30) days prior to the end of a calendar year, Product Care will provide the results of the annual Lab Pack Sampling to be applied in the following calendar year.
- 3.3 For the initial year of the Program (2025), the Lab Pack Sampling study will be conducted when reasonably practicable during the initial year of the program and shall apply retroactively as necessary in that year.
- 3.4 Provide a minimum of 10 days of notice to the Collector of the date(s) and location(s) of the Lab Pack Sampling study.
- 3.5 The Collector may attend and observe the Lab Pack Sampling study.