

Membership Agreement

Please read the following Membership Agreement carefully.

It contains very important information about **Y**our rights and obligations, as well as limitations and exclusions that may apply to **Y**ou.

By signing this Agreement, **Y**ou are consenting to be bound by and are becoming a party to this Agreement.

Please contact **U**s at stewards@multimaterialsw.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 waste packaging and paper 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 **Multi-Material Stewardship Western Inc.**’s Waste Packaging and Paper Stewardship Program Plan (MMSW Plan) and Your Affiliates. “**We**”, “**Our**” and “**Us**” means **Multi-Material Stewardship Western Inc.**

WHEREAS the Regulation (defined below) requires You to enter into an agreement with a program operator with an approved plan to carry out Your duties under the Regulation;

AND WHEREAS under the Regulation the Minister of Environment has approved a waste packaging and paper stewardship plan of MMSW on December 20, 2013;

AND WHEREAS You are a Steward under the Regulation and wish to enter into an agreement with MMSW to operate a program on your behalf pursuant to 5(1)(b) of the Regulation; and

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, You and MMSW agree as follows:

1. DEFINITIONS

(a) Definitions. Capitalized terms in this Agreement will have the following meanings:

“**Affiliate**” means a Steward that controls another Steward or is controlled by an entity that also controls a Steward 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 ~~Data~~Steward Report**” means that report submitted each Reporting Obligation Year by You to MMSW 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 WPP to residential households;

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

“**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 MMSW;

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

“**Filing**” means submit document through the WeRecycle Portal;

“**First Importers**” means where there is no Brand Owner, 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;

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

"Members" means the members of Our Stewardship Program Plan collectively, and **"Member"** means a member of Our Stewardship Program Plan;

"Ministry" means the Ministry of Environment for Saskatchewan or any successor ministry;

“**MMSW**” means Multi-Material Stewardship Western Inc., the not-for-profit stewardship agency incorporated under the Saskatchewan *Non-profit Corporations Act 1995* and operated by Canadian Stewardship Services Alliance, Inc. (which is federally incorporated under the Canada Not-for-Profit Corporations Act);

“**Primary Contact**” means ~~the~~, for new Stewards, an individual designated appointed by Your senior officer in Your organization according to the Primary Contact Policy [insert link] as Your authorized to submit reports to MMSW officer or agent under this Agreement whose authority Your Annual Steward Report is filed;

“**Steward Responsibility Obligations**” means those obligations for which a Steward or Voluntary Steward, as applicable, is responsible pursuant to the Regulation;

“**Recycling Obligation**” means the obligation to recycle WPP pursuant to the Regulation;
~~Regulation;~~

“**Regulation**” means the Saskatchewan Household Packaging and Paper Stewardship Program Regulations Chapter E-10.21 Reg 5 (effective February 15, 2013), 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 ~~Data~~Steward Report(s) in accordance with this Agreement;

“**Steward**” has the meaning ascribed to steward in the Regulation;

-“**Stewardship Plan**” means Our Waste Packaging and Paper Stewardship Plan as approved by the Minister;

“**Supply**” means sells, offers for sale, distributes goods for use by residential households in the Province of Saskatchewan. Supplied and Supplies have similar meanings;

“**Voluntary Steward**” means any non-resident brand owner who elects to become a Member of MMSW in accordance with the Membership Agreement and the Voluntary Steward policy, as posted on the MMSW website and as referenced in Appendix A to this Agreement;

-“**Waste Packaging and Paper**” or “**WPP**” (also referred to as PPP) has the meaning given in subsection 2(1) (e) and (f) of the Regulation; and



-**WeRecycle Portal** means
<https://werecycle.cssalliance.ca>.

2. YOUR OBLIGATIONS AS A MEMBER OF MMSW

(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 like program or by fulfilling those obligations yourself.

(b) Continuing Membership. If You are already a Member then this Agreement replaces Your existing Membership Agreement effective January 1, 2018

~~(b)(c)~~ Voluntary Stewards. If You elect to be a Voluntary Steward, You must complete and submit a Voluntary Steward Agreement (as posted on the MMSW website and as referenced in Appendix A) in accordance with the Voluntary Steward ~~policy~~Policy as posted on the MMSW website [insert link] and meet all the terms and conditions of the Voluntary Steward Agreement ~~and report all of Your WPP supplied in the Saskatchewan residential marketplace, regardless of point of sale in accordance with this agreement.~~

~~(e)~~(d) Provision of Information:

- i. You shall File an Annual ~~Data~~Steward Report within the time limits set out in this Agreement, including any required substantiation verifying your quantities of WPP 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 WPP); as well as validation data and rationale for any amounts You have omitted from Your reported amounts in the format requested by MMSW.
- ii. You shall inform MMSW promptly upon becoming aware that any information originally submitted by You to MMSW is not accurate or complete for any reason and shall as soon as practicable thereafter supply to MMSW a statement in writing explaining the inaccuracy/incompleteness, together with the corrected/completed information.
- iii. In order to ensure that MMSW maintains accurate data for its Members, You shall inform MMSW in writing, as soon as practicable and in any event within ~~twenty-eight (28) business~~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 Member's company 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 MMSW pursuant to the Annual DataSteward Report or telephone, email address and/or address provided for the purpose of Your membership in the MMSW Plan, or any factor that impacts your membership in the MMSW Plan or Your ability to pay fees.
- iv. You shall provide MMSW 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.

~~(d)~~(e) Annual DataSteward Report.

- i. You must submit your Annual DataSteward Report ~~according to the dates and policy as posted on the MMSW website for no later than May 31st of each Reporting Obligation Year, and provide the information as required on the WeRecycle Portal.~~ If You become a Member on or after ~~the dates posted on the MMSW website~~ May 31st of any Reporting Obligation Year, You must submit your Annual DataSteward Report(s) ~~as soon as reasonably practical, but in any event no later than twenty (20) business~~ 60 days from the date you became a Member. For all subsequent Reporting Obligation Years, You shall submit the Annual DataSteward Report to MMSW by no later than ~~the dates and policy as posted on the MMSW website for~~ May 31st of each respective Reporting Obligation Year.
- ii. Despite the above, and provided You are not a Voluntary Steward, whenever you become a Member, in the event that You were not previously a member of an approved WPP stewardship plan, you must submit an Annual DataSteward Report for all Data Periods for which You were a Steward in Saskatchewan within ~~twenty (20) business~~ 60 days of becoming a Member. As a new Member You agree to comply with the Onboarding Policy [insert link].
- iii. Stewards are obligated to pay fees for all periods (full or partial calendar years) for which they are obligated (i.e., Supplied WPP). This means Stewards are obligated from the date they begin to Supply WPP to the date they no longer Supply WPP.
- iv. For the Steward that becomes obligated (i.e., begins Supplying) and becomes a Member on or after January 1, ~~2016~~2018, the Member's ~~2016~~2018 financial obligation will be calculated using an estimate of quantities supplied ~~during 2016~~in accordance with the Onboarding

Policy [\[insert link\]](#).

~~(e)~~(f) Disclosure of Information. You agree that MMSW shall be entitled to obtain from You and provide copies and/or details of information You have provided to MMSW to the Minister, or to any other governmental authority to which MMSW is obligated, in each case pursuant to Legislation. Where practical in the circumstances, MMSW agrees to use reasonable effort to provide You with prior notice of any such disclosure out of the ordinary course of MMSW's operations.

~~(f)~~(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 MMSW and obligations under the Agreement to substantiate and verify the amount of WPP set out in each Annual DataSteward Report for a period of five (5) years from the filing date of each Annual DataSteward Report. This includes all supporting data and/or records (as applicable) for each Annual DataSteward Report.

~~(g)~~(h) Verification and Audit. In order for MMSW to ensure a level playing field among all Members and to minimize costs associated with MMSW conducting audits or reviews related to Your fulfillment of Your obligations (primarily, submission of Annual DataSteward 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 MMSW, 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 the request of MMSW. If MMSW makes such a request, You shall, within thirty (30) business days of such request and during normal business hours, afford to MMSW (or its authorized agent(s)) reasonable access to Your premises and to all of Your relevant documents, data, records and reports howsoever maintained and stored and permit MMSW (or its authorized agent(s)) to make and take copies of such documents, data and records. This section 2.7.3 shall survive termination or expiration of this Agreement. MMSW 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 2.6 (g) Records Retention above).

~~(h)~~ Fees:

(i) – Amount and Principles.–

i. You shall pay Fees as determined below to MMSW in respect of each Fee Obligation Year for which you are obligated ~~(i.e. that corresponds,~~

You also agree to ~~Your~~ comply with:

a. the Penalty and Interest Policy, [\[insert link\]](#), and

b. such other policies or revisions to existing policies, as may be published from time to time on the MMSW website once 30 days' notice has been provided to Members.

ii. By no later than November 30 of each Obligation Year, MMSW 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, MMSW will keep the Member promptly informed of any material adverse change in its estimate of the Fees.

iii. MMSW intends that all Fees shall be calculated by MMSW on a fair basis with a view to ensuring, so far as reasonably possible, that MMSW in total incurs neither a profit nor a loss and with particular regard to the following principles:

- a. All Members will pay Fees to fund qualified municipalities that operate efficient and effective programs up to 75% of the net costs of managing the materials of our Members. .
- b. Fee rates will take into account 75% of the net cost for managing each material;
- c. Fee rates are adjusted to reward those materials with higher recycling rates relative to other materials; and
- d. MMSW will disclose the cost components contributing to material Fee rates.

The Fees shall be computed by reference to the following elements:

- e. Up to 75% of the net costs of managing the materials of our Members to fund qualified municipalities that operate efficient and effective programs;
- f. Costs to set up and administer the WPP program;
- g. Contributions to reserves, contingencies as either MMSW shall have identified in its budget or is proved to be necessary in operating MMSW in the Members' best interests;

h. Interest on late payments; and

i. A sum equivalent to the amount required to defray any losses.

~~iii~~-iv. In computing all or any of the above costs and expenses, MMSW will be required to estimate such costs and expenses as it shall consider reasonable and appropriate and shall take into account in calculating the Fees any surplus or deficit in MMSW as a result of its operations.

~~(j)~~(i) Fees - Recalculation. Notwithstanding the foregoing, until the expiry of each Fee Obligation Year, MMSW may further recalculate and revise the Fees on the basis set out in this Agreement and may adjust (either upwards or downwards) the Fees.

(k) Fees - Payment Terms.

i. The Fees for each Fee Obligation Year shall be payable by You in four (4) equal quarterly instalments, which-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.

~~i~~-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.

~~ii. Interest. If any sum payable by You to MMSW under this Agreement remains unpaid for more than thirty (30) calendar days from the date of the invoice, MMSW may charge You interest on such sum at four percent (4%) per annum above the Canadian Imperial Bank of Commerce's (CIBC) prime lending rate. Interest will be calculated on a daily basis from the date upon which such sum became due and compounded monthly and is payable on demand.~~

~~iii. Late payment or nonpayment of Fees is subject to the Penalty and Interest policy [insert link].~~

(l) Annual DataSteward Report Adjustments. If you identify corrections or revisions to Your Annual DataSteward Report these must be submitted ~~to~~to MMSW in accordance with the ~~adjustment policy~~Policy for Steward-Initiated Adjustment Requests [insert link] as posted on the MMSW website. Where an approved adjustment results in an increase in Fees payable, they are payable ~~within thirty (30) calendar days to MMSW in accordance with the Policy for Steward-Initiated Adjustment Requests [insert link].~~ If an approved adjustment results in a decrease from Fees previously payable, You will be credited ~~such amount~~

~~towards Your Fees payable in accordance with the Policy for Steward-Initiated Adjustment Requests [insert link].~~

~~(m) Email Communications. You agree that We can communicate with you by email and provide You with Your Steward Invoices with consolidated Submission Detailed Report information and Statements of Account through email, at the email address You have provided to Us on the subsequent Fee Obligation Year We Recycle Portal.~~

3. OUR OBLIGATIONS

(a) Assumption of Responsibilities. We shall assume Your Steward 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 Steward Responsibility Obligations as described in this Agreement.

(b) Guiding Principles. MMSW shall:

- i. Act in the best interests of all Members as a whole;
- ii. Use reasonable commercial efforts to carry out its obligations diligently and in a reasonable, proper and cost effective manner having regard to the interests of all Members in securing compliance with the Regulations 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 plan is approved by the Minister pursuant to the Regulations.

(c) Reporting & Disclosure.

- i. 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 MMSW 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.

ii. Annual Report. We shall, on or before July 31 in each year, following a full year of operation, post an annual report on our website that includes the information required under Section 10 of the Regulation, and sections 4.6.1 and 4.6.3 of the Stewardship Plan, as well as independently audited financial statements.

(d) Notice Requirements. We shall notify You in the event the following occurs:

i. If We receive notice from the Minister proposing to or having amended or imposing additional terms and conditions on the Stewardship Plan or if the Minister suspends or cancels the approval under section 9 of the Regulation.

(e) 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. MMSW shall cause a certificate(s) of existing insurance executed by the insurer to be posted to its website.

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 MMSW 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. Sections 4.1 (a) and 4.2 (b) shall survive termination or expiration of this agreement.

5. SUCCESSORS AND ASSIGNS

- (a) Successors and Assigns. You may not assign Your rights and duties under this Agreement to any party at any time without our consent which will not be unreasonably withheld. 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 MMSW 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 MMSW 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 MMSW may share confidential information with its administrative service provider, Canadian Stewardship Services Alliance, where the administrative service provider is bound by the same confidentiality provisions as contained in this Agreement.
- (b) If required by the Minister, MMSW 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 2.5 (g) above (Disclosure of Information).

- (e) This section ~~6.1~~ (Confidentiality) shall survive termination or expiration of this Agreement.

7. TERM

- (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 an amendment to Your existing agreement with Us or as a new agreement pursuant to these terms and shall continue until terminated as follows:

- i. By MMSW: 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:
 - a. Any material breach by You of any of Your obligations under this Agreement which, if capable of remedy, shall not have been remedied to the reasonable satisfaction of MMSW within thirty (30) calendar days of receipt by You of a written request from MMSW for such breach to be remedied;
 - b. Notwithstanding section ~~7.1.1.1~~ (a) i. a. above, any failure by You to comply with the provisions of the clause Provision of Information (Section ~~2.3~~ (d)) by the 31st of May of the respective Reporting Obligation Year;
 - c. Deliberate falsification of data or a pattern of providing false or misleading data in relation to Your Annual ~~Data~~Steward Report;
 - d. Notwithstanding anything to the contrary contained herein, any failure by You to pay to MMSW any sum due hereunder within thirty (30) calendar days of the due date for payment thereof;
 - e. 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.
- ii. ~~by~~By the Member:
 - a. -The exit provisions for Voluntary Stewards are as per the terms and conditions of the Voluntary Steward Agreement referenced in Appendix A.

- b. Provided You are not a Voluntary Steward, You may terminate this Agreement by notice given to MMSW 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.
 - c. Provided You are not a Voluntary Steward, should you terminate this Agreement by notice given after May 1st of any calendar year ~~Your payment obligations will continue~~ You may be required to submit your Annual Steward Report by May 31st for the remainder of that year, plus the following calendar year. You must also within thirty (30) days of notification, fulfill Your payment obligation for the remainder of that calendar year and ~~the following year~~ any prior years' Fees which remain outstanding.
- iii. By either party forthwith by notice in writing to the other if the Minister shall cancel the approval of MMSW's Plan.
- (b) 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 MMSW and You as to Your obligations under this Agreement shall be made under the ~~dispute resolution process~~ Dispute Resolution Policy [\[insert link\]](#) that is published on the MMSW 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 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) 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 we provide to each other or to such other address as We or You may from time to time specify by notice to the other given as provided in this paragraph.
 - i. In Our case, Our address is: stewards@multimaterialsw.ca
 - ii. In Your case, Your address is the address and contact particulars provided to MMSW pursuant to the Provision of Information clause (Section 2.5) (d) set forth in this Agreement.
 - iii. Each such notice or communication shall be deemed to have been given or made and delivered within 24 hours of email transmission.
- (i) 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.
- (j) 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.
- (k) 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.

i.ii. Notwithstanding the foregoing, if any such revision is necessary to comply with the Legislation or the Regulations such revision shall have effect from the date specified in the notice.

(k)(l) Execution of this Agreement. This agreement may be executed in any number of counterparts and may be delivered by Portable Document Format or other electronic means (“PDF”) 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 [_____] day
of [_____] , [20_____]]

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 Steward Agreement

If ~~you~~ You are a non-resident brand owner electing to become a Voluntary Steward, the Voluntary Steward Agreement can be downloaded [here from](#) the MMSW website. You can also request a copy by emailing stewards@multimaterialsw.ca