



1 St. Clair Avenue West
Suite 700
Toronto, ON
M4V 1K6

REPRESENTATION AGREEMENT

This Representation Agreement (the “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”), by and between Resource Recovery Alliance Inc. (“**RRA**”) with a place of business at 1 St. Clair Avenue West, Suite 700, Toronto, ON M4V 1K6, and [_____] (the “**Customer**”) with a place of business at [_____]. RRA and the Customer are collectively referred to herein as the “**Parties**” and each, individually, as a “**Party**.”

RECITALS

WHEREAS, RRA has or will register as a Producer Responsibility Organization, pursuant to O Reg 391/21: Blue Box (the “**Regulation**”), in accordance with the requirements of Sections 46 and 47 thereof.

WHEREAS, the Customer is a brand holder resident in Canada, an importer resident in Ontario, or a retailer, that supplies packaging, paper products and/or packaging-like products, as described in Part II of the Regulation, that supplied _____ tonnes of blue box material to consumers in Ontario in 2020.

WHEREAS, the Customer wishes to enter into a Representation Agreement to engage RRA to provide representation services to it during the creation of the rules under Part III of the Regulation and certain other services related to the development of collection, management, reporting and/or educational services, as set forth in Schedule “A” hereto (the “**Services**”).

WHEREAS, RRA has agreed to provide the Services on the terms and conditions set out in this Agreement.

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

1. **Definitions**. Capitalized terms used herein but not defined in this Agreement shall have the meaning assigned to them in the Regulation.
2. **Services**. Subject to the terms and conditions of this Agreement, RRA agrees to perform the Services described in Schedule “A” attached hereto, as such Schedule may be amended by the Parties from time to time.
3. **Fees and Payment**. RRA will not charge the Customer any fees with respect to the Services.



4. Term. Unless otherwise terminated in accordance with the provisions hereof, the term of this Agreement shall commence as of the Effective Date and continue in effect until June 30, 2023 (the “Term”).
5. Termination. RRA may terminate this Agreement if there occurs any change to any applicable laws, rules, regulations and/or requirements, including, but not limited to those set forth in the Regulation, that impacts RRA's ability to perform the Services or its ability to contract with any third-party to perform the Services.
6. Representations and Warranties.
 - a. RRA represents and warrants to the Customer that (i) it intends to arrange, establish and/or operate a collection system as required under Part IV of the Regulations, and (ii) it will perform the Services in compliance with applicable laws, rules, and regulations.
 - b. The Customer represents and warrants to RRA that: (i) it will cooperate with RRA in providing any information reasonably necessary for RRA to perform the Services, including any information previously submitted to the Authority and copies of any information submitted by the Customer as part of its registration under the Regulation, (ii) it has not and will not enter into a Representation Agreement with another Producer Responsibility Organization during the Term of this Agreement, unless the Agreement is terminated in accordance with the terms hereof, and (iii) it will fulfill all applicable requirements under the Regulation, including but not limited to registering with the Authority in accordance with Section 48 of the Regulation on, or before the later of, (1) August 1, 2021, and (2) five days (5) from the date of entering into this Agreement.
7. Proprietary Information.
 - a. “**Aggregate Data**” means data prepared or produced by RRA based on data RRA obtains from its clients, service providers or other sources, after RRA combines or otherwise processes the data to anonymize the data so that such data is not identified as relating to a particular individual or company. The Customer acknowledge and agrees that the Aggregate Data shall be considered proprietary information of RRA and shall constitute Confidential Information of RRA.
 - b. “**RRA Data**” means all information, material, works, inventions, processes, know-how or other things or subject matter in which intellectual property rights or any property interest may arise, be developed, acquired, or licensed by RRA, including Aggregate Data, and any RRA analysis of the Aggregate Data, whether prior to or after the Effective Date. RRA is and will be the exclusive owner of all right, title and interest (including intellectual property rights) in and to all RRA Data, other than any Customer Data included therein and such data shall constitute Confidential Information of RRA. RRA reserves all rights in and to the RRA Data not expressly granted to the Customer under this Agreement.



- c. **“Customer Data”** means information relating to the Customer, including the volume, type, and composition of its waste materials, including brands and any environmental outcomes, service providers or suppliers (or their customers), or the Customer supply data that is provided, collected, submitted or generated as part of the use, operation, provision, or receipt of the Services, but excluding Aggregate Data. RRA acknowledges and agrees that the Customer Data shall be considered proprietary information of the Customer and shall constitute Confidential Information of the Customer.

8. Confidentiality.

- a. "Confidential Information" means information of or relating to a Party (**“Disclosing Party”**) that is or will come into possession or knowledge of the other Party (**“Receiving Party”**) in connection with or as a result of entering into this Agreement, that is either: (i) marked "confidential", "proprietary" or with other words of a similar nature; (ii) is indicated to Receiving Party (orally or in writing) as being confidential at time of receipt, or within thirty (30) days thereafter; or (iii) from all the relevant circumstances should reasonably be understood by the receiving party to be confidential regardless of the form or manner in which it is communicated (whether in writing, orally, electronically, or by observation or inspection).
- b. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; (iii) is received by the Receiving Party on a non-confidential basis from a third party who the Receiving Party had no reason to believe had an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- c. The Receiving Party will: (i) not use Confidential Information of the Disclosing Party for any purpose, other than as and to the extent expressly permitted under this Agreement or as may be reasonably necessary for the exercise of its rights or the performance of its obligations set out in this Agreement; (ii) not disclose any Confidential Information of the Disclosing Party to any third party except as expressly permitted in this Agreement or upon obtaining the prior written consent of the Disclosing Party (email included); and (iii) protect and safeguard the confidentiality of the Confidential Information of the Disclosing Party with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- d. The Receiving Party may disclose Confidential Information of the Disclosing Party: (i) to the extent required by a court of competent jurisdiction or other governmental or regulatory authority or otherwise as required by applicable laws, provided that, unless prohibited by applicable laws, the Receiving Party first gives the Disclosing Party notice thereof; or (ii) to its affiliates and its and their respective officers, directors, employees and independent contract workers, if and to the extent



that such persons need to know such Confidential Information for a purpose under Section 8(c)(i), provided that any such person has entered into an agreement with the Receiving Party that includes confidentiality obligations in respect of such Confidential Information of the Disclosing Party that are no less stringent than those contained in this Section 8.

9. Non-Exclusive. This Agreement is for the non-exclusive use of RRA's Services. Nothing contained herein shall prevent RRA from contracting to provide similar or the same services as described herein, to other persons or entities.
10. Force Majeure. Notwithstanding any other right RRA may have at law or any other provision in this Agreement, RRA will be excused from liability for any losses and for non-performance of this Agreement, and shall be entitled to an extension of time, to the extent any Services are disrupted or delayed by any event of fire or other casualty, general labour disturbance, earthquake, tornadoes, and other acts of God, acts or omissions of government, terrorism or threats of terrorism, severe weather, severe unforeseeable market shortages to the extent such shortages excuse the performance of a supplier of equipment, materials, commodities, operating consumables or other goods by operation of law, or any other cause beyond RRA's reasonable control.
11. Notices. All notices or other communication required or permitted to be given under this Agreement will be in writing (unless otherwise specifically provided herein) and delivered via email or addressed as follows:

If to the Customer:

[Insert Customer Name]

[Insert Address]

Attn:

Email: [Insert email]

If to RRA:

Resource Recovery Alliance Inc.
1 St. Clair Avenue West, Suite 700,
Toronto, ON
M4V 1K6

Email: info@rrapro.com

Notices and communications given by mail shall be deemed to have been received five (5) days after the date of mailing and all other notices shall be deemed to have been received upon delivery to the address noted on first page of this Agreement in the case of overnight courier and upon receipt of confirmation upon sending of email.



12. Independent Contractor. RRA shall act as an independent contractor pursuant to this Agreement and nothing herein shall be construed to make the Parties hereto partners, joint venturers, employees or agents of each other, nor shall either Party so hold itself out.
13. Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, RRA is entitled to subcontract the performance of any of the Services or any of its rights or obligations under this Agreement to any of its affiliates, or to any person that acquires all or substantially all of the assets of RRA or its affiliates.
14. Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of each of the Parties and their respective successors, heirs, legal representatives and permitted assigns.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
16. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.
17. Modification; Waiver. No modification to this Agreement, including, without limitation, any amendment to a Schedule hereto, shall be binding unless in writing and signed by both Parties. The failure of a Party to require the performance of any provision of this Agreement shall in no way affect such Party's right to enforce such provisions, nor shall such waiver be taken or held to be a waiver of any subsequent breach of the same provision.
18. Survival. Any provision that by its nature is intended to survive termination or expiration of this Agreement shall so survive, including, without limitation, the indemnification, limitation of liability, publicity, and confidential information obligations set forth herein.
19. Entire Agreement. This Agreement supersedes all earlier letters, conversations, proposals, memorandums and other written and oral communications as of the Effective Date concerning the subject matter hereof, and it contains all the terms and conditions agreed to by the Parties.
20. Counterparts. This Agreement may be executed and delivered in any number of counterparts (including counterparts by facsimile, PDF via email or otherwise), each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF the parties have executed this Agreement by the signatures of their duly authorized representatives set out below.

Resource Recovery Alliance Inc.

By:

[Customer]

By:

Name:

Title:

Name:

Title:



Schedule "A"
The Services

1. Services. RRA will provide the following Services to the Customer:
 - a. Represent the Customer for the purposes of the creation of rules in accordance with Part III of the Regulation and pursuant to the allocation table in Part IV of the Regulation.
 - b. Arrange and establish a collection and management system that is capable of fulfilling the Customer's obligations relating to blue box material under Parts IV, and VI of the Regulation.
 - c. Arrange and establish a promotional and educational system that is capable of fulfilling the Customer's obligations under Sections 69, 70, and 72 of the Regulation.
 - d. Establish a reporting system that is capable of fulfilling the Customer's obligations under Sections 50 and 51 of the Regulation.