

Complete all the fields on this form if you are applying to be a Collector under the program.  
 Organizations wishing to register more than 10 collection sites may contact OTS directly for special instructions.  
 For more information, refer to [www.ontarioTS.ca](http://www.ontarioTS.ca).

**Please PRINT in black ink.**

<b>Business Location Address</b> (This is the physical location where used tires are picked up by Haulers in the Used Tire Program)				
Legal Business Name				
Business Operating Name (if different from legal business name)			Franchise Name (if applicable)	
Location Address				
City		Province	Postal Code	Country
Phone Number ( )	Fax Number ( )	E-mail Address		

<b>Primary Contact Information</b> (This is the primary contact information that should be used for communication)				
Name				
Position				
Contact Address	<input type="checkbox"/> Same as Business Location Address above, or complete details below			
City		Province/State	Postal Code/Zip/Other	Country
Phone Number ( )	Fax Number ( )	E-mail Address		
Preferred Contact Method				
<input type="checkbox"/> E-mail		<input type="checkbox"/> Fax (Note 1)		

**Note 1:** Fax number must not be on Canada's National Do Not Call List.

<b>For OTS office use only</b>		
<i>Date received</i>  (DD MMM, YYYY)	<i>Activation Date</i>  (DD MMM, YYYY)	<i>Confirmation Mailed</i>  (DD MMM, YYYY)
<i>Registration Number</i>		



Collector Details																															
Business Start Date  <i>(DD MMM, YYYY)</i>	Ontario Business Number (please provide if applicable)																														
<b>Collector Type</b> Please check the <b>one box</b> which best describes your primary activity.																															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>Vehicle Manufacturer</b></td> <td style="width: 33%;"><b>Vehicle Dealer</b></td> <td style="width: 33%;"><b>Other</b></td> </tr> <tr> <td><input type="checkbox"/> Car / Light Truck</td> <td><input type="checkbox"/> Car / Light Truck</td> <td><input type="checkbox"/> Mass Merchant</td> </tr> <tr> <td><input type="checkbox"/> Commercial Truck</td> <td><input type="checkbox"/> Commercial Truck</td> <td><input type="checkbox"/> Tire Dealer (Retail)</td> </tr> <tr> <td><input type="checkbox"/> Trailer</td> <td><input type="checkbox"/> Trailer</td> <td><input type="checkbox"/> Tire Dealer (Wholesaler)</td> </tr> <tr> <td><input type="checkbox"/> Recreational Vehicle</td> <td><input type="checkbox"/> Recreational Vehicle</td> <td><input type="checkbox"/> Auto Service Centre</td> </tr> <tr> <td><input type="checkbox"/> Agricultural Vehicle</td> <td><input type="checkbox"/> Agricultural Vehicle</td> <td><input type="checkbox"/> Auto Service Chain</td> </tr> <tr> <td><input type="checkbox"/> Motorcycle or Moped</td> <td><input type="checkbox"/> Motorcycle or Moped</td> <td><input type="checkbox"/> Auto Dismantler</td> </tr> <tr> <td><input type="checkbox"/> Industrial Vehicle</td> <td><input type="checkbox"/> Industrial Vehicle</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Off-the-Road Equipment</td> <td><input type="checkbox"/> Off-the-Road Equipment</td> <td><input type="checkbox"/> Other - Please specify:</td> </tr> <tr> <td><input type="checkbox"/> Off-the-Road Vehicle</td> <td><input type="checkbox"/> Off-the-Road Vehicle</td> <td>_____</td> </tr> </table>	<b>Vehicle Manufacturer</b>	<b>Vehicle Dealer</b>	<b>Other</b>	<input type="checkbox"/> Car / Light Truck	<input type="checkbox"/> Car / Light Truck	<input type="checkbox"/> Mass Merchant	<input type="checkbox"/> Commercial Truck	<input type="checkbox"/> Commercial Truck	<input type="checkbox"/> Tire Dealer (Retail)	<input type="checkbox"/> Trailer	<input type="checkbox"/> Trailer	<input type="checkbox"/> Tire Dealer (Wholesaler)	<input type="checkbox"/> Recreational Vehicle	<input type="checkbox"/> Recreational Vehicle	<input type="checkbox"/> Auto Service Centre	<input type="checkbox"/> Agricultural Vehicle	<input type="checkbox"/> Agricultural Vehicle	<input type="checkbox"/> Auto Service Chain	<input type="checkbox"/> Motorcycle or Moped	<input type="checkbox"/> Motorcycle or Moped	<input type="checkbox"/> Auto Dismantler	<input type="checkbox"/> Industrial Vehicle	<input type="checkbox"/> Industrial Vehicle		<input type="checkbox"/> Off-the-Road Equipment	<input type="checkbox"/> Off-the-Road Equipment	<input type="checkbox"/> Other - Please specify:	<input type="checkbox"/> Off-the-Road Vehicle	<input type="checkbox"/> Off-the-Road Vehicle	_____	
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<b>Do you collect tires from other collection points not registered with OTS?</b> Please indicate the <b>category and number of points</b> below.																															
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# Collector Registration Form

Are you planning to, or already registered for, another role in the program? Check **all boxes** that apply.

Steward       Hauler       Recycled Product Manufacturer       Processor

Name of Commercial Liability Insurer	Expiry Date of Commercial Liability Insurance <i>(DD MMM, YYYY)</i>
Worker Health and Safety Certification (WSIB Registration Number)	
Describe Relevant Permits and Worker Certifications	
HST Registration Number	

<b>Acknowledgment of Agreement</b>		
The applicant hereby acknowledges reading and understanding the “Agreement of Registration with Ontario Tire Stewardship as a Collector” set out below, has the authority to bind the company, and agrees to be bound by them.		
Authorized signature	Print name	Date <i>(DD MMM, YYYY)</i>
	Position	
Name (form completed by)	Phone (form completed by) (      )	

## **Agreement of Registration with Ontario Tire Stewardship as a Collector**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “**Effective Date**”) between ONTARIO TIRE STEWARDSHIP, a corporation without share capital continued under the Waste Diversion Act, 2002, with a principal office address of 405 The West Mall, Suite 500, Toronto, ON, M9C 5K7 (“**OTS**”) and \_\_\_\_\_, an organization constituted under the laws of \_\_\_\_\_, with a principal office address of \_\_\_\_\_ (the “**Collector**”).

**RECITALS:**

- A.** OTS has been designated as the industry funding organization under the Act to be responsible for the collection and environmentally responsible recycling of Used Tires;
- B.** The Collector wishes to operate a collection site for Used Tires and receive Collection Incentives in accordance with the Plan;
- C.** The Collector has been approved by OTS as an approved Collector in accordance with the Plan; and
- D.** The purpose of this Agreement is to set out the terms and conditions under which the Collector will operate a collection site under the Plan.

**NOW THEREFORE** the parties agree as follows, as of the date set out above:

**ARTICLE 1  
DEFINITIONS**

- 1.1 In addition to the words and phrases defined in the recitals or elsewhere in this Agreement, as used in this Agreement, in any schedule hereto, in any amendment hereof, and in any documents to be executed and delivered pursuant to this Agreement, the following words and phrases have the following meanings, respectively:
- (a) “**Act**” means the *Waste Diversion Act, 2002*, S.O. 2002 c.6 as amended from time to time;
  - (b) “**Agreement**” means this Agreement, including the schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section of other portion of this Agreement;
  - (c) “**Arbitration Guidelines**” has the meaning given in section 15.3;
  - (d) “**Audit**” has the meaning given in section 6.2;
  - (e) “**Applicable Laws**” has the meaning given in section 3.1(o);
  - (f) “**Change Notice**” has the meaning given in section 15.5;
  - (g) “**Collection Incentives**” means the financial incentives, from time to time determined and payable by OTS to the Collector to support the Collector’s participation in the Plan as a registered collector;
  - (h) “**Collector**” has the meaning given to that term in the listing of parties to this Agreement;
  - (i) “**Effective Date**” has the meaning given to that term in the listing of parties to this Agreement;
  - (j) “**Environmental Laws**” means any and all applicable laws, statutes, regulations, treatise, orders, judgements, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
  - (k) “**Hazardous Substance**” includes any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any law, judgement, decree, order, injunction, rule, statute or regulation of any court, arbitrator or federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign, or any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing to which the Collector is subject;
  - (l) “**Inventory Report**” means any report submitted by the Collector with regard to the inventory of Used Tires and/or parts thereof held on the Collector’s premises and/or in the Collector’s inventory, as at a certain date;
  - (m) “**Mediation Guidelines**” has the meaning given in section 15.3;
  - (n) “**Minister**” means the Minister of the Environment for Ontario;
  - (o) “**OTS**” has the meaning given to that term in the listing of parties to this Agreement;;
  - (p) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;

- (q) **“Plan”** means the Used Tires Program Plan submitted by OTS on 27 February 2009 and approved by Waste Diversion Ontario and the Minister of Environment;
- (r) **“Processor”** means a business that processes Used Tires into material that can be further processed in order to recover specific components within the same organization or sent to downstream processors for use as a raw material in another process, and which has registered with OTS and entered into a Processor Agreement with OTS;
- (s) **“Registered Hauler”** means a person or corporation engaged in the business of collecting and transporting Used Tires to Processors, and which has registered with OTS and entered into a Hauler Agreement with OTS;
- (t) **“Registration System”** means the electronic database maintained by OTS in which registration and other information regarding Collectors is kept;
- (u) **“Rejection Notice”** has the meaning given in section 15.5;
- (v) **“Used Tires”** means used tires or parts of tires that that have not been refurbished for road use, or that, for any reason, are not suitable for their intended purpose;
- (w) **“Used Tire Pickup”** means the retrieval of Used Tires from Collector by Registered Haulers;
- (x) **“WDO”** means Waste Diversion Ontario;

## ARTICLE 2 INDEPENDENT CONTRACTORS

- 2.1 The Parties hereto are and shall at all times in the performance of this Agreement be independent contractors and neither Party shall have the authority to assume or create any obligations expressed or implied, in the name of the other Party, nor to contractually bind the other Party in any manner whatsoever.

## ARTICLE 3 RESPONSIBILITIES OF COLLECTOR

- 3.1 The Collector hereby agrees to:

- (a) abide by the requirements set out in this Agreement;
- (b) use the system of manifests and documents created by OTS to record and report all transactions involving Used Tires, as the system is modified by OTS from time to time in its sole discretion;
- (c) store all Used Tires in accordance with all requirements made from time to time by the Ontario Ministry of the Environment and the Ontario Office of the Fire Marshal;
- (d) store all Used Tires in a manner that ensures they are free of foreign material and excessive moisture, secure, and accessible for efficient pickup;
- (e) with the exception of Used Tires culled by the Collector, ensure that all Used Tires are released only to Registered Haulers;
- (f) update any registration information provided to OTS in the Registration System as soon as possible after the information is changed;
- (g) within five days after receiving a request from OTS, provide an Inventory Report regarding Used Tires on the Collector’s premises and/or in the Collector’s inventory at the time of the request, in such format as OTS shall direct;
- (h) report to OTS in the form required by OTS from time to time regarding Used Tires culled by the Collector;
- (i) fully and properly complete required documents in preparation for transportation by Registered Hauler of Used Tires, in the manner directed by OTS from time to time;
- (j) use equipment, supplies and service provided by OTS only for their intended purposes and in an efficient manner;
- (k) file all required documents and reports in the manner directed by OTS from time to time;
- (l) respond in a timely manner to all requests by OTS for information relating to Used Tires;
- (m) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Collector contained in and set out in this Agreement and the Plan; provided that to the extent any provision of the Plan may conflict with a term or terms of this Agreement, then the Plan shall prevail;
- (n) conduct itself in a professional and business-like manner in dealings with Registered Haulers, Processors, members of the public and OTS;

- (o) comply at all times with all laws issued by any government or governmental authority of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency (“**Applicable Laws**”), which affect or govern the conduct and operation of the Collector, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, employment standards and compensation of workers, and the Environmental Laws; and
- (p) obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law.

#### ARTICLE 4 ADDITIONAL DUTIES OF COLLECTOR

4.1 The Collector agrees to:

- (a) provide notice to OTS of any fines or regulatory orders relating to the Collector’s business made against it in the previous five years;
- (b) provide notice to OTS within five days after any fine or regulatory order relating to the substance of this Agreement made against it after the date hereof; and
- (c) provide OTS with all information reasonably required by OTS from time to time relating to or required by this Agreement, the Plan, or OTS’s procedures. Collector acknowledges that OTS has a right of access to such information during normal business hours and on 24 hours’ notice to the Collector.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF COLLECTOR

5.1 The Collector represents and warrants that:

- (a) it is duly constituted and is validly existing and in good standing under the laws of [**Ontario**], and has the necessary corporate or other powers, authority and capacity to own its property and assets and to carry on the business as presently conducted and contemplated by the terms of this Agreement;
- (b) all information provided by it to OTS pursuant to this Agreement, including in all documents required by virtue of the Collector's registration with OTS or by virtue of the requirements of law, are true and accurate;
- (c) the registration of the Collector with OTS as an approved Collector, the provision of all required information to OTS, and the entering into of this Agreement by Collector and the performance of its obligation hereunder have been duly authorized by all necessary corporate action.
- (d) it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
- (e) it holds all permits, licences, consents and authorities issued by all government or governmental authorities of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency which are necessary and/or desirable in connection with the conduct and operation of the Collector’s business and is not in breach of or in default of any term or condition thereof;
- (f) all Inventory Reports provided to OTS are true and accurate as of the date of the inventory; and
- (g) all documentation and other instruments provided to OTS by the Collector are complete and correct.

5.2 **Statements.** All statements contained in any documents or other instruments delivered by or on behalf of the Collector to OTS shall be deemed to be representations and warranties of the Collector of the facts therein contained.

5.3 **Reliance.** The Collector acknowledges and agrees that OTS has entered into this Agreement relying on the warranties, representations and other terms and conditions set out in this Agreement notwithstanding independent searches or investigations that may have been undertaken by or on behalf of OTS and that no information which is now known or should be known or which may hereinafter become known to OTS or its officers, directors or professional advisors shall limit or extinguish any right of indemnification contained herein or otherwise limit, restrict, negate or constitute a waiver of any of the rights or remedies of OTS hereunder.

#### ARTICLE 6 AUDITS AND INSPECTION

6.1 The Collector agrees to permit OTS or its agents to inspect the Collector’s business site upon reasonable notice, during normal business hours, from time to time.

6.2 The Collector agrees that OTS may, from time to time, audit any records of the Collector maintained in support of the Collector’s claims, and further, may examine and review, and audit records relating to the Collector’s compliance with the terms of this Agreement, the Plan, and all Applicable Laws (hereinafter referred to as the “**Audit**”).

6.3 The Collector shall provide OTS’s auditor with any and all records requested and shall cooperate with the Audit at no expense to OTS. It is agreed that OTS shall pay the costs of the Audit except in circumstances where the auditor determines that the Collector has not complied to the terms of this Agreement and the Plan.

## ARTICLE 7 OBLIGATIONS OF OTS

- 7.1 OTS shall:
- (a) Pay the Collector a Collection Incentive at the rate and upon the schedule determined by OTS and approved by WDO from time to time in each of their sole discretion;
  - (b) Within five days of a request for Used Tire Pickup from the Collector, OTS shall facilitate retrieval of Used Tires from Collector by Registered Haulers, at no charge for volumes of used tires greater than 50 PTE in for Collectors in Southern Ontario and 75 PTE in Northern Ontario;
  - (c) provide promotional and informational material and telephone support to Collector, as OTS deems necessary.

## ARTICLE 8 COLLECTION AND PAYMENT OF INCENTIVES

- 8.1 OTS shall facilitate retrieval of Used Tires by a Registered Hauler to occur within five days of receiving a request for Used Tire Pickup from Collector.
- 8.2 In arranging any Used Tire Pickup, Collector must contact at least three Registered Haulers before contacting OTS to facilitate Used Tire Pickup.
- 8.3 In Southern Ontario, Collector may request Used Tire Pickup only for lots of 50 Used Tires or more; in Northern Ontario, Collector may request Used Tire Pickup only for lots of 75 Used Tires or more.
- 8.4 Collector may not charge additional fees, such as “tire recycling” or “environmental” fees, to motor vehicle owners after Used Tires are removed from the motor vehicle, or upon receipt of used tires from a consumer, provided the quantity of tires delivered by the consumer does not exceed four (4) tires. Collector acknowledges and agrees that OTS will advise members of the public of the requirement of this section, and that OTS will establish mechanisms to enable members of the public to advise OTS of any breach of the requirements of this section.
- 8.5 Notwithstanding any other provision of this agreement, Collectors and Haulers may enter into agreements in their own right regarding the pickup of non-standard tires or non-standard delivery schedules. Additional fees may be charged by Haulers to Collectors or by Collectors to Haulers in respect of these relationships.
- 8.6 No Collection Incentives will be paid to Collector with respect to Used Tires, tire parts or processed rubber held in Collector’s inventory prior to September 1<sup>st</sup>, 2009.
- 8.7 The Collector shall not collect monies on behalf of OTS from any other person but in the event that such does occur notwithstanding the requirements of this section, those monies shall be held for the benefit of, and remitted (without deduction or set-off), forthwith to OTS.
- 8.8 OTS may withhold any and all monies payable to the Collector as Collection Incentives or other monies otherwise payable for any reason to the Collector in the event of a breach of this Agreement or a failure on the part of the Collector to provide all necessary reports or documentation as may be required by OTS under the terms of this Agreement or the Plan, if such breach or failure continues for 30 days after OTS has in writing demanded that such breach or failure be cured.

## ARTICLE 9 SUSPENSION OF COLLECTOR UPON DEFAULT

- 9.1 At its discretion, OTS may by written notice suspend the Collector’s entitlements under this Agreement for any one or more of the following reasons. The Collector shall be afforded the opportunity for the Collector to rectify the problem:
- (a) failing to comply with any applicable law affecting the Collector’s operation;
  - (b) failing to submit any required report or documentation to OTS;
  - (c) conviction of an offense under the *Environmental Protection Act* (Ontario);
  - (d) submitting an Inventory Report which is false or misleading in any way; or
  - (e) failing to comply with any provision of this Agreement.

## ARTICLE 10 TERM & TERMINATION

- 10.1 This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 10.2 OTS may immediately terminate this Agreement, in addition to any other remedies available at law or in equity, for cause in any of the following events:
- (a) if any warranty, representation or undertaking made by the Collector in this Agreement (or given in any other document related to this Agreement) is false or misleading in any respect;
  - (b) if any Inventory Report is false or misleading in any respect;

- (c) if the Collector has breached any term or condition of this Agreement or the Plan provided that such breach continues for 30 days after OTS has in writing demanded that such breach be cured;
- (d) in the event that the Collector goes into liquidation or bankruptcy, or makes an assignment for the benefit of creditors, or makes any compromise with creditors or, in the event of insolvency, a proceeding is commenced by or against the Collector;
- (e) the Plan is terminated by the Minister or any other governmental authority, or the program agreement between OTS and WDO is terminated, provided that prior notice of such termination is communicated to the Collector as soon as it is available;
- (f) if the Collector transfers by sale, assignment, bequest, inheritance, by operation of law or other disposition, or shares issued by subscription or allotment, or shares cancelled or redeemed, so as to result in a change in the effective voting or other control of the Collector from the person or persons holding control on the date of execution of this Agreement without the written consent of OTS, such consent not to be unreasonably withheld; or
- (g) in the event any other legal proceeding involving the Collector is instituted that in the reasonable opinion of OTS materially impairs the ability of the Collector to discharge its obligations hereunder.

10.3 Either Party may terminate this Agreement without Cause upon 90 days' written notice to the other Party.

10.4 Upon termination of this Agreement, OTS shall continue to pay Collection Incentives to the Collector with respect to services performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to OTS after or termination of this Agreement).

## ARTICLE 11 INDEMNITY & INSURANCE

11.1 The Collector covenants and agrees with OTS to indemnify and hold harmless OTS, its directors, officers, employees and agents against all costs, charges, expenses, legal fees and any other losses or claims which OTS may hereinafter suffer, sustain or may incur or be compelled to pay as a result of any performance or non-performance by Collector of its obligations hereunder, or any claim, action or proceeding which is brought, prosecuted or threatened against OTS, its directors, officers, employees and agents for any act, deed or omission of the Collector arising from the breach of this Agreement, the Plan, or any applicable law.

11.2 The Collector, for itself, its successors and assigns, agrees to release OTS and its officers, directors, employees and agents from all manners of action, causes of action, claims, demands, losses, damages, charges, expenses and the like, of any nature whatsoever which the Collector ever had, now has or hereafter can, shall or may have against OTS and its officers, directors, employees and agents arising out of or in connection with this Agreement provided that all acts, deeds or omissions or the alleged acts, deeds or omissions in respect of which any action, cause of action, claim, demand, loss, damage, charge, expense and the like is based or performed in good faith, and when not performed or omitted to be performed fraudulently or in bad faith by OTS, its directors, officers, employees or agents.

11.3 Collector shall maintain comprehensive "occurrence" general liability insurance, including personal injury liability, property damage, contractual liability insurance and employer's liability coverage, with minimum limits of liability of \$1,000,000, containing a severability of interests and cross-liability clause, and deliver to OTS on request a certificate of insurance thereof.

## ARTICLE 12 LIMITATION OF LIABILITY

12.1 Collector acknowledges and agrees that at no time shall OTS take possession of any Used Tires and that OTS shall not, in any event, be liable under any theory of liability to Collector, the previous owner(s) or user(s) of any Used Tires or any other party or parties for any damages, losses, expenses, liabilities and/or other amounts of any nature or kind whatsoever, including without limitation, any direct, indirect, incidental, special, consequential, exemplary and/or punitive damages, arising out of or related to any loss, improper use, improper culling, improper transfer or sale, improper disposal or environmental degradation resulting, proceeding or connected in any way to Used Tires.

## ARTICLE 13 PUBLICATION OF INFORMATION

13.1 The Collector understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Collector's operation, may be published by OTS on OTS's website or other publically-accessible websites. OTS will take commercially reasonable and appropriate precautions to maintain the confidentiality of information in its database, but will not be liable to the Collector, or anyone claiming by, through or under it for any losses, claims and damages arising out of negligent disclosure of any confidential information.

## ARTICLE 14 MODIFICATIONS TO PLAN

14.1 The parties agree and understand that the Plan may be revised from time to time without the input or consent of the Collector, and the Collector shall be bound by each revised version of the same as each revision may be issued, as though each was set out herein and formed a contractual obligation upon the Collector and the Collector covenants and agrees to abide by, comply with and satisfy such revised Plan.

14.2 In the event of the Plan or any part of it being cancelled or altered, then OTS shall issue notice to that effect.

14.3 The incentives payable and the payment schedule implemented by OTS may be modified from time to time. All changes will be posed on OTS's internet web site no less than 60 days before the effective date of such change.

## ARTICLE 15 GENERAL

- 15.1 **Assignment.** The parties hereby agree that the Collector's rights under this Agreement are not assignable or transferable, in any manner, without the prior written consent of OTS, which consent may not be unreasonably withheld.
- 15.2 **Agreement Binding.** This Agreement shall enure to the benefit of and be binding on the parties, their heirs, legal personal representatives, successors and permitted assigns.
- 15.3 **Dispute Resolution.** The parties agree that in the event of a dispute between them with respect to the terms or performance of this Agreement then such dispute shall first be subject to Mediation under Appendix 12 in the Plan, "**Mediation Guidelines**", and if such dispute is not able to be resolved through mediation, then it shall be subject to arbitration under Appendix 13 in the Plan, "**Arbitration Guidelines**".
- 15.4 **Notices.** Any notice, determination, consent, request or other communication from one party to the other or others or other documents required or which may be given under this Agreement may be delivered or transmitted by means of electronic communication with confirmation of transmission, personal service, facsimile with confirmation of transmission or by prepaid first class postage to the party at the addresses, in the case of the Collector at the address on the registration form completed by the Collector and in the case of OTS at the address noted at the top of page 1 of this Agreement, to the attention of the "Executive Director". Such notifications shall be deemed to have been received on the third day after posting and on the first day after the date of electronic or facsimile transmission, in each case which is not a Saturday, Sunday or public holiday in Ontario. In the event of a postal disruption, notices must be given by personal delivery, e-mail or by a signed back facsimile and all notices delivered by post within one week prior to the postal disruption must be confirmed by a signed back facsimile to be effective.
- 15.5 **Amendment.** OTS retains the right to revise or amend this Agreement. OTS will give notice to the Collector of such change (the "**Change Notice**"). Unless the Collector gives notice to OTS (the "**Rejection Notice**") within 45 days of receipt of the Change Notice that the Collector OTS not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Collector gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the Collector of the Rejection Notice and the Collector will forgo its approval status and not be compensated under the OTS program.
- 15.6 **Waiver.** No failure by any of the parties to insist on strict performance of any covenant, agreement, term or condition (the "**provision**") of this Agreement, or to exercise any right or remedy consequent on the breach of any provision, and no acceptance of partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this Agreement, but each and every provision of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of such provision.
- 15.7 **Severability.** If any provision of this Agreement or the application of the provision to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application of them to other circumstances shall not be affected by the invalidity or unenforceability and shall be valid and enforceable to the fullest extent permitted by law.
- 15.8 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in it. Except as specifically provided herein, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound by it.
- 15.9 **Remedies.** No remedy herein conferred upon or reserved in favour of any party hereto shall exclude any other remedy herein or existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereinafter existing.
- 15.10 **Force Majeure.** Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party, including but not limited to Acts of God, acts of war, riot, fire, flood or other disaster, acts of government, strike, lockout or communication line or power failure.
- 15.11 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws in force in the Province of Ontario.
- 15.12 **Headings.** The headings used throughout this Agreement are solely for convenience of the parties and are not to be used as an aid in the interpretation of this Agreement.
- 15.13 **Time of Essence.** Time shall be of the essence of this Agreement and every part of it.
- 15.14 **Survival.** All provisions of this Agreement which are expressed or which by their nature are intended to survive termination of this Agreement shall survive termination, and continue to bind the parties.
- 15.15 **Electronic Commerce.** Any execution or amendment of this agreement which is conducted electronically by any of the parties is made in accordance with and governed by the *Electronic Commerce Act, 2000*, (Ontario). If this Agreement is executed on behalf of any party electronically, the natural person who selects the "Agree" button at the bottom of the "Agreement Ratification" page on Ontario Electronic Stewardship's web site on behalf of the executing party certifies that by selecting the "Agree" button, the natural person represents and warrants that he or she is at least eighteen years of age, and has been duly appointed with the authority to bind the executing party.