

Complete all the fields on this form if you are applying to be a Processor under the program.  
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 scrap tires are processed according to the terms and conditions of the Used Tires Program)			
Legal Business Name			
Business Operating Name (if different from legal business name)		Franchise Name (if applicable)	
Location Address			
City		Province/State	Postal Code/Zip/Other
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>		
Date received <i>(DD MMM, YYYY)</i>	Activation Date <i>(DD MMM, YYYY)</i>	Confirmation Mailed <i>(DD MMM, YYYY)</i>
Registration Number		



# Processor Registration Form

General Information	
Business Start Date  <i>(DD MMM, YYYY)</i>	Ontario Business Number (please provide if applicable)
Certificate of Approval Number	
Are you planning to, or already registered for, another role in the Program? Check <b>all boxes</b> that apply. <input type="checkbox"/> Hauler <input type="checkbox"/> Steward <input type="checkbox"/> Collector <input type="checkbox"/> Recycled Product Manufacturer <input type="checkbox"/> Processor	
Company Year End  <i>(DD MMM, YYYY)</i>	
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	

We will require a declaration of opening inventory on August 31, 2009 if you have any of the following:

1. Tires in Storage
2. Finished Product Inventory
3. Work in Process Inventory



<b>Storage or Processing Location Details</b>			
If you operate <b>1 or more Storage or Processing Locations</b> , provide the details below. Please attach an additional sheet if more room is required.			
Primary Business Address Storage Capacity (in tonnes at your <b>Primary Business Address</b> shown above)			
Number of Storage or Processing Sites		Maximum Capacity for <b>all Storage or Processing Sites</b>	
Storage or Processing Location 1			
	City	Province	Postal Code
	Storage/Processing Location 1 Capacity (in tonnes (scrap tires))		
Storage or Processing Location 2			
	City	Province	Postal Code
	Storage/Processing Location 2 Capacity (in tonnes (scrap tires))		
Storage or Processing Location 3			
	City	Province	Postal Code
	Storage/Processing Location 3 Capacity (in tonnes (scrap tires))		
Storage or Processing Location 4			
	City	Province	Postal Code
	Storage/Processing Location 4 Capacity (in tonnes (scrap tires))		
Storage or Processing Location 5			
	City	Province	Postal Code
	Storage/Processing Location 5 Capacity (in tonnes (scrap tires))		

**Processor Details** (If you are a **processor**, please provide the following additional information)

Processor Type Please check the **one box** that best applies.

Fabrication  
 Crumb Rubber  
 TDA  
 Other - Please specify: \_\_\_\_\_

Products Produced Please check **all** products that apply. Definition of products produced available at [www.ontarioTS.ca](http://www.ontarioTS.ca)

TDP1  
 TDP2  
 TDP3  
 TDP4  
 TDP5  
 TDF  
 Land Fill Cover  
 Other - Please specify: \_\_\_\_\_

Types of Tires Handled. Check **all boxes** that apply. Definition of tire types available at [www.ontarioTS.ca](http://www.ontarioTS.ca)

<input type="checkbox"/> Passenger & Light Truck Tires	<input type="checkbox"/> Small OTR Tires
<input type="checkbox"/> Medium Truck Tires	<input type="checkbox"/> Medium OTR Tires
<input type="checkbox"/> Agricultural Drive and Logger Skidder Tires	<input type="checkbox"/> Large OTR Tires
<input type="checkbox"/> Small and Large Industrial Tires	<input type="checkbox"/> Giant OTR Tires
	<input type="checkbox"/> None

**Acknowledgment of Agreement**

The applicant hereby acknowledges reading and understanding the “Agreement of Registration with Ontario Tire Stewardship as a Processor” 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 Processor.**

**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, Ontario, M9C 5K7 (“**OTS**”) and \_\_\_\_\_, a \_\_\_\_\_ constituted under the laws of \_\_\_\_\_, with a principal office address of \_\_\_\_\_ (the “**Processor**”).

**WHEREAS:**

- 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 Processor wishes to operate as a processor and/or recycler of Used Tires and receive Processing Incentives in accordance with the Plan;
- C.** The Processor has been approved by OTS as an approved processor in accordance with the Plan; and
- D.** The purpose of this Agreement is to set out the terms and conditions under which the Processor will operate a collection site under the Plan.

**NOW THEREFORE** the parties hereto agree as follows as of the Effective Date:

### **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 may be 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) “**Approved Purpose**” means a purpose found on the list of Approved Purposes for Recycled Tires maintained by OTS and published on OTS’s website;
  - (d) “**Arbitration Guidelines**” has the meaning given in section 14.3;
  - (e) “**Audit**” has the meaning given in section 8.2;
  - (f) “**Applicable Laws**” has the meaning given in section 3.1(h);
  - (g) “**Change Notice**” has the meaning given in section 14.5;
  - (h) “**Collection Incentives**” means the financial incentives, from time to time determined and payable by OTS to the Processor to support the Processor’s participation in the Plan as a registered processor;
  - (i) “**Collector**” means a for-profit, not-for-profit, or municipal corporation that has entered into an agreement with OTS for the collection of Used Tires;
  - (j) “**Effective Date**” has the meaning given to that term in the listing of parties to this Agreement;
  - (k) “**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;
  - (l) “**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;
  - (m) “**Inventory Report**” means any report submitted by the Processor with regard to the inventory of Used Tires and/or parts thereof held on the Processor’s premises and/or in the Processor’s inventory, as at a certain date;

- (n) “**Mediation Guidelines**” has the meaning given in section 14.3;
- (o) “**Minister**” means the Minister of the Environment for Ontario;
- (p) “**Non-approved Sale**” has the meaning given in section 4.1;
- (q) “**OTS**” has the meaning given to that term in the listing of parties to this Agreement;
- (r) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;
- (s) “**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;
- (t) “**Processing Incentives**” means the financial incentive, as from time to time determined and payable by OTS to the Processor for undertaking the Used Tires recycling initiative contemplated under the terms of this Agreement;
- (u) “**Processor**” has the meaning given to that term in the listing of parties to this Agreement;
- (v) “**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;
- (w) “**Registration System**” means the electronic database maintained by OTS in which registration and other information regarding Processors is kept;
- (x) “**Regulations**” means the regulations passed pursuant to the Act;
- (y) “**Rejection Notice**” has the meaning given in section 14.5;
- (z) “**TDP**” means marketable products made or derived from the recycling of Used Tires;
- (aa) “**Transportation Incentives**” means the financial incentives, from time to time determined and payable by OTS to Haulers to support Haulers’ participation in the Plan as registered haulers;
- (bb) “**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;
- (cc) “**Used Tire Pickup**” means the retrieval of Used Tires from Collector by Registered Haulers;
- (dd) “**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 OBLIGATIONS OF THE PROCESSOR**

- 3.1 The Processor hereby agrees to perform the following duties and obligations:
- (a) To recycle Used Tires received by it, specifically by:
    - (i) accepting delivery of, at no cost to registered Haulers, Used Tires delivered by registered Haulers;
    - (ii) processing Used Tires received into TDP; and
    - (iii) selling processed TDP on to end users;all in accordance with the Plan.
  - (b) promptly complete and submit to OTS each month, or as otherwise directed by OTS from time to time, all documentation required under the Plan, including without limitation:
    - (i) delivery receipt documentation for Used Tires received by Processor;
    - (ii) reports and other documents as directed by OTS from time to time regarding sale of processed TDP to end users; and

- (iii) such other documentation as may be required by OTS from time to time regarding the receipt of Used Tires, the disposition of Used Tires or processing material or any other residue of processing, or inventories of Used Tires or partially processed materials of final processed TDP in the possession of the Processor.
- (c) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Processor 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;
- (d) provide advance notice of, or advise OTS immediately upon, any material change in the operating status of the Processor, including notice of all operating shutdowns or slowdowns that are expected to exceed five working days;
- (e) conduct itself in a professional and business-like manner in dealings with registered Collectors, Haulers, members of the public and OTS;
- (f) at all times maintain clean and tidy premises and where it is necessary to store or stockpile Used Tires and/or processed TDP, such is to be undertaken in an organized and safe fashion. In particular, but not limited to the generality of the foregoing, the Processor shall take reasonable steps to protect any Used Tires and processed TDP safe from fire and leaching;
- (g) sell, transfer or dispose of all culled Used Tires or TDP in accordance with the letter and spirit of all protocols, treaties or agreements affecting international or interprovincial trade;
- (h) 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 Processor, 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;
- (i) obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law;

#### ARTICLE 4 NON-APPROVED SALES

- 4.1 Processor shall not sell, transfer or dispose of culled Used Tires or TDP for any purpose which is not an Approved Purpose found on the list of Approved Purposes for Recycled Tires maintained by OTS and published on OTS's web site (any sale for a purposes which is not an Approved Purpose is a "**Non-approved Sale**"). Processor agrees that it shall have no entitlement to Processing Incentives in respect of any Non-approved Sale; Processor agrees that OTS may deduct the amount of Processing Incentives improperly paid in respect of Non-approved Sales against future payments; if future payments made to Processor are insufficient to recoup improperly paid Processing Incentives, Processor agrees that the amount of improperly paid Processing Incentives is recoverable from it as liquidated damages.

#### ARTICLE 5 PROCESSOR'S REPRESENTATIONS AND WARRANTIES

- 5.1 **Representations and Warranties.** The Processor hereby represents and warrants to OTS that:
- (a) The Processor 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) The Processor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
  - (c) The Processor 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 Processor's business and is not in breach of or in default of any term or condition thereof; and
  - (d) All documentation and other instruments provided to OTS by the Processor are complete and correct.
  - (e) The registration of the Processor with OTS as an approved Processor, the provision of all required information to OTS, and the entering into of this Agreement by Processor and the performance of its obligations hereunder have been duly authorized by all necessary corporate action.
- 5.2 **Statements.** All statements contained in any documents or other instruments delivered by or on behalf of the Processor to OTS shall be deemed to be representations and warranties of the Processor of the facts therein contained.
- 5.3 **Reliance.** The Processor 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 OBLIGATIONS OF OTS

- 6.1 OTS hereby agrees to perform the following duties and obligations:
- (a) pay all valid Processing Incentives to the Processor within 35 days of receipt of proof of sale in accordance with the Plan; and
  - (b) provide OTS promotional and educational materials.

## ARTICLE 7 INCENTIVE PAYMENTS TO THE PROCESSOR

- 7.1 Processing Incentives contemplated by this Agreement for payment to the Processor shall be based on the Passenger / Light Truck/ Medium Truck/ Off-the-Road Tire Processing Incentives included in the Plan, as amended from time to time.
- 7.2 No Processing Incentives will be paid to Processor with respect to Used Tires, tire parts or processed rubber held in Processor's inventory prior to September 1<sup>st</sup>, 2009.
- 7.3 The Processor 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.
- 7.4 OTS may withhold any and all monies payable to the Processor as Processing Incentives or other monies otherwise payable for any reason to the Processor in the event of a breach of this Agreement or a failure on the part of the Processor 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.
- 7.5 OTS reserves the right at any time to reduce, refuse to pay or recover all or part of Processing Incentives in respect of TDPs sold or delivered to a person situated outside of the Province of Ontario (the "export jurisdiction") which may, in the opinion of OTS, result in a violation of the laws of Canada or the export jurisdiction or which may result in the possibility of administrative or legal action against OTS, Waste Diversion Ontario or the Governments of Ontario or Canada or the possibility of trade sanctions against TDPs originating from Ontario. Trade problems could include sale at local prices which are lower than Ontario prices ("dumping") or sale at any price of subsidized goods which could trigger under local laws the right to take administrative or legal action, including the imposition of countervailing duties or interprovincial trade sanctions.

## ARTICLE 8 AUDITS AND INSPECTION

- 8.1 The Processor agrees to permit OTS or its agents to inspect the Processor's business site upon reasonable notice, during normal business hours, from time to time.
- 8.2 The Processor agrees that OTS may, from time to time, audit any records of the Processor maintained in support of the Processor's claims, and further, may examine and review, and audit records relating to the Processor's compliance with the terms of this Agreement and the Plan (hereinafter referred to as the "Audit").
- 8.3 The Processor 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 Processor has not complied to the terms of this Agreement and the Plan.

## ARTICLE 9 TERM & TERMINATION

- 9.1 This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 9.2 OTS may terminate immediately 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 Processor in this Agreement (or given in any other document related to this Agreement) is false or misleading in any respect;
  - (b) if the Processor 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;
  - (c) in the event that the Processor 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 Processor;
  - (d) 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 Processor as soon as it is available;
  - (e) if the Processor 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 Processor from the person or persons holding control on the date of execution of this Agreement without the prior written consent of OTS, such consent not to be unreasonably withheld; or

(f) in the event any other legal proceeding involving the Processor is instituted that in the reasonable opinion of OTS materially impairs the ability of the Processor to discharge its obligations hereunder.

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

9.4 Upon termination of this Agreement, OTS shall continue to pay Processor and Transportation Incentives to the Processor with respect to services performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to OTS after the termination of this Agreement).

9.5 Within ninety days of termination of this Agreement, the Processor shall process all Inventory in its possession at the time of delivery of the notice of termination into TDP on the terms and conditions as set out in this Agreement and OTS shall continue to pay the Processing Incentives to the Processor with respect to the processing of such Inventory notwithstanding the termination of this Agreement.

## ARTICLE 10 INDEMNITY & INSURANCE

10.1 The Processor 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 Processor 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 Processor arising from the breach of this Agreement, the Plan, or any applicable law.

10.2 The Processor, 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 Processor 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.

10.3 Processor 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 \$5,000,000, containing a severability of interests and cross-liability clause, and deliver to OTS on request a certificate thereof with OTS named as an additional insured thereon.

## ARTICLE 11 LIMITATION OF LIABILITY

11.1 Processor acknowledges and agrees that at no time shall OTS take possession of any Used Tires or TDP and that OTS shall not, in any event, be liable under any theory of liability to Processor, the previous owner(s) or user(s) of any Used Tires or TDP 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 or TDP.

## ARTICLE 12 PUBLICATION OF INFORMATION

12.1 The Processor understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Processor'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 Processor, or anyone claiming by, through or under it, for any losses, claims and damages arising out of negligent disclosure of any confidential information.

## ARTICLE 13 MODIFICATIONS TO PLAN

13.1 The parties agree and understand that the Plan may be revised from time to time without the input or consent of the Processor, and the Processor 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 Processor and the Processor covenants and agrees to abide by, comply with and satisfy such revised Plan.

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

13.3 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 14 GENERAL

14.1 **Assignment.** The parties hereby agree that the Processor'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.

14.2 **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.

- 14.3 **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**”.
- 14.4 **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 Processor at the address on the registration form completed by the Processor 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.
- 14.5 **Amendment.** OTS retains the right to revise or amend this Agreement. OTS will give notice to the Processor of such change (the “**Change Notice**”). Unless the Processor gives notice to OTS (the “**Rejection Notice**”) within 45 days of receipt of the Change Notice that the Processor does not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Processor gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the Processor of the Rejection Notice and the Approved Collection Site will forgo its approval status and not be compensated under the OTS program.
- 14.6 **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.
- 14.7 **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.
- 14.8 **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.
- 14.9 **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.
- 14.10 **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.
- 14.11 **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.
- 14.12 **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.
- 14.13 **Time of Essence.** Time shall be of the essence of this Agreement and every part of it.
- 14.14 **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.
- 14.15 **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.