

MEMBERSHIP AGREEMENT – ACTIVE MEMBERS

Applicant information			
Company name			
Street number and name		Suite no.	
City	Province/State	Postal/Zip code	
Phone	Fax	Website	
Corporation legal name (if different from above)			
Canadian agent name (if applying from outside Canada)			
Street number and name		Suite no.	
City	Province	Postal Code	
Phone	Website		

Key Contacts			
Authorized Representative Individual is authorized to exercise Member's rights of membership and will receive meeting notices and correspondences from Cleanfarms Inc.			
Name		Title	
Email		Phone	
Address (if different from above)			
Street number and name		Suite no.	
City	Province/State	Postal/Zip code	
Alternate Representative			
Name		Title	
Email		Phone	
Address (if different from above)			
Street number and name		Suite no.	
City	Province/State	Postal/Zip code	
Reporting/Sales Survey Contact Individual is authorized to complete the reporting/sales survey responsibilities on behalf of the Member.			
If the Reporting/Sales Survey Contact is the Authorized or Alternative Representative, please indicate below:			
Authorized Representative		Alternative Representative	
If the Reporting/Sales Survey Contact is another individual, please provide details below:			
Name		Title	
Email		Phone	

Business type (check all that apply)			
Manufacturer	Distributor	Ag-retailer	Equipment dealer
Seed dealer	Hardware centre	Other _____	

Please indicate which provinces you do business in (check all that apply)			
British Columbia	Alberta	Saskatchewan	Manitoba
Ontario	Quebec	New Brunswick	Nova Scotia
Prince Edward Island	Newfoundland		

ACCEPTANCE OF APPLICATION FOR MEMBERSHIP SHALL BE SUBJECT TO ACCEPTANCE BY THE BOARD. FOR NON-REGULATED PROGRAMS ACCEPTANCE IS CONDITIONAL ON PAYMENT OF MEMBERSHIP DUES (PLUS HST) FOR THE FIRST YEAR. BY EXECUTING AND SUBMITTING THIS APPLICATION FOR MEMBERSHIP, THE APPLICANT AGREES TO BE BOUND BY ATTACHED TERMS AND CONDITIONS AS WELL AS THE CODE OF CONDUCT AND THE TERMS OF THE BY-LAWS OF CLEANFARMS INC. A COPY OF WHICH I HEREBY ACKNOWLEDGE HAS BEEN PROVIDED TO ME.

Authorized Representative Signature

Print Name

Date

Background

- A. Cleanfarms Inc. ("**Cleanfarms**") is a federally incorporated not-for-profit industry stewardship organization committed to environmental responsibility through the proper management of agricultural waste. Cleanfarms is operated in accordance with its by-laws (the "**General By-laws**"), a code of conduct as approved in accordance with the General By-laws (the "**Code of Conduct**"), and corporate policies enacted from time to time in accordance with the General By-laws (the "**Corporate Policies**") (the General By-laws, Code of Conduct and Corporate Policies are collectively referred to herein as the "**Governance Documents**").
- B. Cleanfarms operates several national and regional stewardship programs across Canada, some of which are provincially mandated (collectively, the "**Cleanfarms Stewardship Programs**"). Cleanfarms continues to develop new stewardship programs. Cleanfarms operates the Cleanfarms Stewardship Programs in accordance with requirements developed for each such stewardship program ("**Program Requirements**").
- C. The entity applying for membership in Cleanfarms (the "**Applicant**") wishes to participate in certain Cleanfarms Stewardship Programs that are or will be offered by Cleanfarms.

Terms and conditions

In consideration of the mutual promises contained in this Membership Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Cleanfarms and the Applicant agree as follows:

1. Interpretation

- 1.1 The Applicant acknowledges that it has been provided with copies of, and has had the opportunity to review, this Membership Agreement and the Governance Documents, current versions of which can be found [here](#).
- 1.2 Unless otherwise defined in this Membership Agreement, capitalized terms that are used in this Membership Agreement have the meanings given in the General By-laws.
- 1.3 In the event of any discrepancy between this Membership Agreement and the Governance Documents or Program Requirements, the Governance Documents or Program Requirements, as applicable, will govern.

2. Membership

- 2.1 Subject to the terms set out in this Membership Agreement and to admission by Cleanfarms, the Applicant agrees to become a member of Cleanfarms ("**Member**").
- 2.2 The Applicant acknowledges that its application for membership is subject to approval by Cleanfarms in accordance with the General By-laws.

3. Responsibilities of the Member

- 3.1 Upon the admission of the Applicant as a Member, the Member agrees to:
 - a. abide by the terms set forth in the Governance Documents;
 - b. abide by the terms set forth in this Membership Agreement;
 - c. subject to Sections 4.2 and 4.3 below, participate in all Cleanfarms Stewardship Programs that are applicable to any products the Member sells, in accordance with the applicable Program Requirements and applicable laws. Schedule A (Member Program Schedule) identifies those Cleanfarms Stewardship Programs that apply to the Member and its products (the "**Applicable Stewardship Programs**"); and
 - d. pay the fees associated with the Applicable Stewardship Programs identified in Schedule A (Member Program Schedule) to this Membership Agreement.
- 3.2 Without limiting the generality of the foregoing, the Member agrees:
 - a. to participate in the Applicable Stewardship Programs and comply with all Program Requirements;
 - b. to provide such data and information as may be reasonably requested by Cleanfarms from time to time in connection with membership in Cleanfarms or participation in the Applicable Stewardship Programs, including without limitation by participating in any Cleanfarms sales surveys;
 - c. to pay all fees as may be established and charged by Cleanfarms from time to time in accordance with the Governance Documents and Program Requirements;

- d. to maintain records relating to the products covered by Applicable Stewardship Programs in accordance with the Governance Documents, Program Requirements and applicable laws;
- e. that Cleanfarms may, from time to time, audit the records of the Member with respect to compliance with Program Requirements and the payment of fees. The Member shall make available to Cleanfarms all records relating to compliance with Program Requirements and payment of fees to the extent reasonably required to perform an accurate audit; and
- f. to only use any information obtained through its membership, including, for greater certainty, any Confidential Information, for the purpose that information is obtained, and not to develop, or engage another third party to develop a stewardship program that competes with a Cleanfarms Stewardship Program offered or under development by Cleanfarms, which development is known to the Member, or for any other purpose.

4. Member Program Schedule

- 4.1 Subject to Sections 4.2 and 4.3, if at anytime the Member commences selling any products covered by a Cleanfarms Stewardship Program in any jurisdiction(s), the Member shall inform Cleanfarms promptly in writing and shall identify the jurisdiction(s) in which such sales occur. Cleanfarms shall prepare an updated version of Schedule A (Member Program Schedule) for the Member, pursuant to the terms of this Membership Agreement, which shall take the place of Schedule A (Member Program Schedule) currently attached hereto.
- 4.2 If at the time the Applicant becomes a Member, it sells any products covered by a Cleanfarms Stewardship Program other than for fertilizers, pesticides, seeds and inoculants, the Member may, at its option, refuse to participate in an Applicable Stewardship Program for such product(s) provided the Member (a) informs Cleanfarms at the time it becomes a Member which of its products are subject to an Applicable Stewardship Program; and (b) demonstrates to Cleanfarms' satisfaction, acting reasonably, how the Member is in compliance with all extended producer responsibility statutory regimes applicable to such products on the later of (i) a date that is thirty days before the date the relevant regulatory obligation under an extended producer responsibility statutory regime takes legal effect; or (ii) the date the Applicant becomes a member.
- 4.3 If at any time after becoming a Member, the Member commencing selling products covered by a Cleanfarms Stewardship Program other than for fertilizers, pesticides, seeds and inoculants, that is not checked off on Schedule A (Member Program Schedule), the Member may, at its option, refuse to participate in an Applicable Stewardship Program for such product(s) provided the Member informs Cleanfarms within 30 days' of the sale of such products into another jurisdiction of such sales and demonstrates to Cleanfarms' satisfaction, acting reasonably, how the Member is in compliance with all extended producer responsibility statutory regimes applicable to such products.

5. Responsibilities of Cleanfarms

- 5.1 Cleanfarms will abide by the terms and conditions of this Membership Agreement and the Governance Documents.
- 5.2 Without limiting the generality of the foregoing, Cleanfarms agrees to:
 - a. upon the Member's reasonable request, provide a summary of the Applicable Stewardship Program(s), and any relevant update materials;
 - b. operate the Applicable Stewardship Program(s) in accordance with applicable laws and the Program Requirements;
 - c. maintain all necessary registrations and approvals required to operate the Applicable Stewardship Program(s);
 - d. submit information or material to any relevant agency or governmental authority in connection with the Applicable Stewardship Program(s) to the extent required by applicable laws; and
 - e. provide the Member with updated versions of the Governance Documents relating to the Applicable Stewardship Program(s) as same may become available from time to time and, for the avoidance of doubt, once the Member has received a copy of such updated versions, the Member shall be required to abide by the terms of such updated Governance Documents.

6. Confidentiality

- 6.1 For the purposes of the Membership Agreement, "**Confidential Information**" means information made available to the parties through the operation of the Membership Agreement and includes all information that is not publicly available and is of such a nature that a reasonable person would believe it to be confidential or proprietary. For greater certainty, Confidential Information does not include aggregated data of volumes of individual products sold into a jurisdiction in a specific timeframe.
- 6.2 Both the Member and Cleanfarms agrees to keep all Confidential Information confidential and to use Confidential Information for the sole purpose of carrying out its obligations or maintaining its rights under the Program Requirements. Notwithstanding the foregoing, Confidential Information may be disclosed by either party: (i) to its affiliates and directors, officers, employees, advisors

and agents who need to know the Confidential Information to carry out such party's obligations under the Program Requirements; and (ii) to the extent requested by any governmental authority purporting to have jurisdiction over such party or as otherwise required by applicable law.

6.3 Cleanfarms will not disclose the volume data of an individual member in an unaggregated form to any other member of Cleanfarms or to the directors of Cleanfarms.

6.4 Additional terms and conditions may apply to the collection, analysis, use and disclosure by Cleanfarms of data collected through the sales surveys. These additional terms and conditions will be presented to the Member at the time that such sales surveys are conducted.

7. Force Majeure

7.1 Neither party shall be held liable for any losses resulting if the fulfillment of the terms of this Membership Agreement are delayed or prevented by an Event of Force Majeure. An "**Event of Force Majeure**" includes acts of public enemies, strikes, fires, floods, storms, pandemics (other than reasonably foreseeable consequences of the COVID-19 pandemic), acts of God or any other cause not within the control of either party and which by the exercise of reasonable diligence, either party is unable to prevent. Financial hardship or inability to pay shall not be deemed to be an Event of Force Majeure.

7.2 If any obligation cannot be performed when required by this Membership Agreement, the party impacted shall provide immediate notice to the other party advising them of the nature of the Event of Force Majeure and the obligation(s) that cannot be performed as required, the likely duration of any delay and actions being taken by the affected party to mitigate the impacts of the Event of Force Majeure. The party relying on the Event of Force Majeure will re-commence performance of the obligations that it has failed to perform without delay, including through the use of alternate sources, workaround plans or other commercially reasonable means.

7.3 In the event such Event of Force Majeure continues and exists for a period in excess of three months, the party not relying on such Event of Force Majeure may terminate this Membership Agreement.

8. General

8.1 This Membership Agreement is effective as of the date first written above and will continue until it is terminated in accordance with its terms. Where a party is in breach of its obligations under this Membership Agreement and fails to remedy that breach within 30 days of receiving notice of same, the other party may terminate this Membership Agreement by notice in writing to the breaching party. Notwithstanding any other provision of this Membership Agreement, the obligations of the Member under section 3.2(f) of this Membership Agreement shall remain in effect for 1 year following the date of termination of the Member's membership.

8.2 Either party may terminate this Membership Agreement upon providing 30 days' prior written notice to the other party. For greater certainty, upon termination of this Membership Agreement, the Member is not precluded from participating in stewardship programs offered by other service providers.

8.3 Termination of the Member's membership for any reason contemplated hereunder shall forthwith terminate all of the membership rights of the Member but shall not operate to discharge any financial obligations of the Member to Cleanfarms that have accrued prior to the date of such termination but have not yet been fulfilled.

8.4 This Membership Agreement does not create any partnership, joint venture, employer/employee, principal/agent or any other relationship between Cleanfarms and the Member, other than that between a not-for-profit organization and its members.

8.5 Neither party will assign this Membership Agreement to any other person without the prior written consent of the other party, not to be unreasonably withheld, provided that Cleanfarms may subcontract with third parties to perform all or part of its obligations under this Membership Agreement or under Applicable Stewardship Program(s).

8.6 This Membership Agreement, together with the Governance Documents, Program Requirements and the terms applicable to any sales survey, as same may be updated by Cleanfarms from time to time, comprise the entire agreement between the parties with respect to the subject matter hereof and there are no other representations, understandings, or agreements except as contained, in writing, herein or therein. This Membership Agreement may not be modified except by an agreement in writing signed by authorized representatives of both parties. If any provision of this Membership Agreement is held to be unenforceable, the enforceability of the remaining provisions will not be affected.

8.7 This Membership Agreement will enure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns.

- 8.8 Any notice required under this Membership Agreement shall be made in writing or delivered via electronic mail. In the case of the Member, written notice or electronic mail will be addressed to the mailing address or email provided by the Member above. In the case of Cleanfarms, notice will be delivered to either:

Email: info@cleanfarms.ca

Written Notice: 10 Four Seasons Place, Suite 400
Etobicoke, Ontario M9B 6H7

- 8.9 Unless the Member's head office is located in Quebec or the Member only participates in Cleanfarms Stewardship Programs in the Province of Quebec, this Membership Agreement is subject to and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For those Members where their head office is located in Quebec or the Member only participates in Cleanfarms Stewardship Programs in the Province of Quebec, this Membership Agreement is subject to and will be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 8.10 This Membership Agreement may be executed in any number of counterparts, and in original or portable document format, and by the different parties hereto on the same or separate counterparts, each of which will be deemed to be an original instrument, and all of which together will constitute one and the same Membership Agreement.

Schedule A

Member Program Schedule

I. Member Name: _____

II. **Applicable Stewardship Programs (those checked):**

Product Line	Packaging used	Stewardship Program type			Jurisdiction & program type (Regulated (R) or Voluntary (V))	Supply or sell	Applicable	Alternate compliance mechanism
		Package	Obsolete content	Product				
Crop Inputs and Crop Input Packaging								
Fertilizer	Bag	X			Quebec (R)			
	Bag	X			PEI (R)			
	Container – small (23L and under)	X			Manitoba (R)			
	Container – small (23L and under)	X			Quebec (R)			
	Container – small (23L and under)	X			PEI (R)			
	Container – small (23L and under)	X			BC, AB, SK, ON, NS, or NB (V)			
	Container – bulk, one-trip (over 23L)	X			Manitoba (R)			
	Container – bulk, one-trip (over 23L)	X			Quebec (R)			
	Container – bulk, one-trip (over 23L)	X			PEI (R)			
	Container – bulk, one-trip (over 23L)	X			BC, AB, SK, ON, NS, or NB (V)			
Pesticide	Bag	X			Manitoba (R)			
	Bag		X		Manitoba (V)			
	Bag	X	X		Quebec (R)			
	Bag	X			PEI (R)			
	Bag		X		PEI (V)			
	Bag	X	X		BC, AB, SK, ON, NS, or NB (V)			
	Container – small (23L and under)	X			Manitoba (R)			
	Container – small (23L and under)		X		Manitoba (V)			
	Container – small (23L and under)	X	X		Quebec (R)			
	Container – small (23L and under)	X			PEI (R)			

Product Line	Packaging used	Stewardship Program type			Jurisdiction & program type (Regulated (R) or Voluntary (V))	Supply or sell	Applicable	Alternate compliance mechanism
		Package	Obsolete content	Product				
	Container – small (23L and under)		X		PEI (V)			
	Container – small (23L and under)	X	X		BC, AB, SK, ON, NS, or NB (V)			
	Container – bulk, one-trip (over 23L)	X			Manitoba (R)			
	Container – bulk, one-trip (over 23L)		X		Manitoba (V)			
	Container – bulk, one-trip (over 23L)	X	X		Quebec (R)			
	Container – bulk, one-trip (over 23L)	X			PEI (R)			
	Container – bulk, one-trip (over 23L)		X		PEI (V)			
	Container – bulk, one-trip (over 23L)	X	X		BC, AB, SK, MB, ON, NS, or NB			
	Container – bulk, deposit		X		Quebec (R)			
	Container – bulk, deposit		X		BC, AB, SK, MB, ON, NS, NB, or PEI (V)			
Seed – all, including treated seed	Bag	X			Manitoba (R)			
	Bag	X			Quebec (R)			
	Bag	X			PEI (R)			
	Bag	X			BC, AB, SK, ON, NS, or NB (V)			
	Container – small (23L and under)	X			Quebec (R)			
	Container – bulk, one-trip (over 23L)	X			Quebec (R)			
Treated seed	All		X		Quebec (R)			
Inoculant	Bag	X			Manitoba (R)			
	Bag	X			Quebec (R)			
	Bag	X			PEI (R)			
	Bag	X			BC, AB, SK, ON, NS, NB (V)			
	Container – small (23L and under)	X			Quebec (R)			

Product Line	Packaging used	Stewardship Program type			Jurisdiction & program type (Regulated (R) or Voluntary (V))	Supply or sell	Applicable	Alternate compliance mechanism
		Package	Obsolete content	Product				
	Container – small (23L and under)	X			PEI (R)			
	Container – small (23L and under)	X			BC, AB, SK, MB, ON, NS, or NB (R)			
	Container – bulk, one-trip (over 23L)	X			Quebec (R)			
	Container – bulk, one-trip (over 23L)	X			PEI (R)			
	Container – bulk, one-trip (over 23L)	X			BC, AB, SK, MB, ON, NS, or NB (R)			
Other inputs								
Peat moss	Bag	X			Quebec (R)			
Bedding	Bag	X			Quebec (R)			
Feed	Bag	X			Quebec (R)			
Agricultural plastics								
Twine	N/A			X	Manitoba (R)			
	N/A			X	Quebec (R)			
	N/A			X	PEI (R)			
Grain bags	N/A			X	Saskatchewan (R)			
	N/A			X	Manitoba (R)			
	N/A			X	Quebec (R)			
	N/A			X	PEI (R)			
Bale wrap	N/A			X	Quebec (R)			
	N/A			X	PEI (R)			
Silage bags	N/A			X	Quebec (R)			
	N/A			X	PEI (R)			
Silage tarps	N/A			X	Quebec (R)			
	N/A			X	PEI (R)			
Silage bunker covers	N/A			X	Quebec (R)			

Product Line	Packaging used	Stewardship Program type			Jurisdiction & program type (Regulated (R) or Voluntary (V))	Supply or sell	Applicable	Alternate compliance mechanism
		Package	Obsolete content	Product				
	N/A			X	PEI (R)			
Netting	N/A			X	Quebec (R)			

- Supply or sell – Use this column to check the products (and in which jurisdictions) a member supplies/sells that are subject to a Cleanfarms stewardship program.
- Applicable – Use this column to check which Cleanfarms programs the member is paying into.
- Alternate compliance mechanism – Use this column to indicate the products (and in which jurisdictions) where the member is achieving compliance with relevant extended producer responsibility regimes outside of a Cleanfarms program.

List of acronyms used in Schedule A:

BC – British Columbia

MB – Manitoba

NS – Nova Scotia

AB – Alberta

ON – Ontario

NB – New Brunswick

SK – Saskatchewan

QC – Quebec

PEI – Prince Edward Island

III. Requirement to Update Member Program Schedule

The undersigned hereby: (A) acknowledges the accuracy of this Schedule A as of the date hereof; and (B) agrees to amend this Schedule A in accordance with Section 4.

* * * * *

Dated this _____ day of _____, 202__

Member Name: _____

By:

Name:

Title: