

## Participants Registration Agreement

This Participants Registration Agreement (the “**Agreement**”) is entered into on \_\_\_\_\_ of the year 20\_\_\_\_.

### **BETWEEN**

**Canadian Beverage Container Recycling Association,**  
an industry-funded, not-for-profit, corporation

(“**CBCRA**”)

AND

**Beverage Producer X**

(“**Participant**”)

### **WHEREAS**

- A. CBCRA was formed in 2010 by beverage companies to facilitate increased recovery of beverage containers in Manitoba with the explicit goal of expanding into Ontario including an increased recovery through the Blue Box or Common Collection System as well as a strong focus on away-from-home recycling and beverage container market development which now includes assisting Participant with meeting the beverage container waste diversion objectives of Ontario Regulation 391/21 (Blue Box) and Ontario Regulation 349/22 which amended Ontario Regulation 391/21 made under the *Resource Recovery And Circular Economy Act, 2016* (Ontario) (the “**Regulations**”); and
- B. The Participant is a “producer” of beverage containers (as defined in, and determined in accordance with Part II of, the Regulation) and wishes to enrol as a CBCRA participant for Ontario.
- C. The Participant has read and understands CBCRA’s Rules for Obligated Producers (2023) (attached to this Agreement as Schedule A)
- D. The Participant will also enter into a Producer Services Agreement with Circular Materials Ontario (CMO) per the cooperation agreement between CMO and CBCRA.

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, the parties agree as follows:

### **1. INTERPRETATION**

- 1.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and subject to Article 6, the

parties to this Agreement submit to the exclusive jurisdiction of the Courts of the Province of Ontario.

- 1.2 **Headings and References.** The headings in this Agreement shall not affect the interpretation of this Agreement.
- 1.3 **References.** Unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause or schedule refers to the article, section, subsection, clause or schedule bearing that number or letter in this Agreement. A reference to “this Agreement” means this Agreement together with any amendments thereof and Schedules attached.
- 1.4 **Severability.** Should any provision of this Agreement be void or unenforceable it shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect and shall be interpreted and construed as if the stricken provision had never formed part of this Agreement.
- 1.5 **Recitals.** The recitals hereinbefore contained are true and correct and form an integral part of this Agreement.

## 2. CONFIDENTIALITY

- 2.1 CBCRA acknowledges and agrees that certain information made available to it from time to time in accordance with this Agreement by the Participant is confidential in nature. For the purposes of this Agreement, confidential information (“**Confidential Information**”) means information received by or made available to CBCRA, its agents or personnel that: (i) is not generally known in the industry in which the Participant is engaged; (ii) is “personal information” within the meaning of the *Personal Information Protection and Electronic Documents Act* (Canada), as amended from time to time, and any other applicable law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to either party or to any information collected, used or disclosed in the course of the Participant’s participation under the terms of this Agreement; (iii) would logically be considered confidential and/or proprietary; (iv) would do the Participant harm if divulged; or (v) is marked “Confidential” or “Proprietary”, and shall include all reporting documentation provided by the Participant in accordance with this Agreement, including producer data provided by CMO to CBCRA or provided by CBCRA to CMO under their cooperation agreement.
- 2.2 CBCRA agrees: (a) to hold the Confidential Information in confidence by using the same degree of care to safeguard such Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care; (b) to limit disclosure of the Confidential Information to its employees, agents or subcontractors having a need to know the Confidential Information for the purposes of this Agreement; (c) not to directly or indirectly disclose any

Confidential Information to any third party unless and only to the extent required by any judicial or governmental request, requirement or order; provided that CBCRA will take reasonable steps to give the Participant sufficient prior notice in order to contest such request, requirement or order by notifying the Participant of such request; (d) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement; (e) not remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and (f) advise Participant promptly in writing of any unauthorized disclosure or use of Confidential Information. CBCRA shall cause its agents, subcontractors and employees to whom it may be permitted to disclose or provide any such Confidential Information to comply with the provisions of this Section 2. Upon termination of this Agreement, CBCRA shall return or destroy all Confidential Information as directed by the Participant, provided however, CBCRA shall be permitted to retain such Confidential Information as required by applicable law, solely for as long as such Confidential Information is required to be retained pursuant to such applicable law.

- 2.3 The information reported by the Participant in accordance with Section 4.1 shall only be released to other CBCRA Participants or otherwise in an aggregate form and where the Participant cannot be identified.
- 2.4 The provisions of this Section 2 shall survive and remain in full force and effect following any termination or expiry of this Agreement.

### 3. TERM

- 3.1 This Agreement shall commence on the date set forth above and, subject to earlier termination as provided for in this Agreement, continue in effect until December 31, 2023 and is automatically renewable for successive one year periods (the “**Term**”). The initial Term is related to the “transition period” as defined under the Regulation and shall thereafter automatically renew for additional one (1) year periods (the initial Term and any renewal thereof being collectively referred to herein as the “**Term**”). The Initial Term will automatically extend for successive one-year periods (each, a “Renewal Term”), unless either Party provides prior written notice of its election not to renew the Agreement on or before the first (1st) day of July immediately preceding expiry of the Initial Term.
- 3.2 The rights and remedies in this Section 3 are cumulative and in addition to any other right or remedy available under this Agreement, at law or equity.

### 4. PAYMENT

- 4.1 Within the first 15 days of the end of the Data Period, the Participant shall report into the CMO portal the number of applicable single use ready to serve beverage containers (each, a “**Beverage Container**”) Supplied in Ontario for that Data Period. In this Agreement “**Supplied**” has the meaning given in the Regulation. For

the purposes of this Agreement, Beverage Containers shall not include containers for which a refundable deposit is payable when the goods are Supplied (as such term is defined in the Regulations).

- 4.2 Subject to Sections 4.3 and 4.4 below, the Participant shall pay to CMO a container recovery fee (“**CRF**”) as determined by CBCRA (and amended from time to time) for each Beverage Container supplied in Ontario in the previous period by the 20<sup>th</sup> calendar day from the end of the Data Period.
- 4.3 CMO will notify CBCRA of the Participant’s reported beverage container units supplied in the previous month and reported beverage container weights supplied in the previous calendar year.
- 4.4 CMO will deduct from the CRF fees received by CMO from a Participant each month 1/12 of the annual fees the Participant owes to CMO for the beverage container and ancillary beverage packaging (only) and will remit the remainder to CBCRA. CBCRA may adjust the CRF at its discretion, provided however, CBCRA will endeavour to make any adjustments on an annual basis and to have such adjustments be effective on the same date as CMO sets or changes its fees. Notwithstanding the foregoing, an adjustment of the CRF shall not be effective until 90 days after the date upon which the Participant receives written (electronic or hard copy) notice of such adjustment, provided however, the parties may agree to any other effective date in respect of such adjustment.
- 4.5 CBCRA covenants and agrees to use all CRF payments made by the Participant (net of Participant fees due to CMO) solely and exclusively for the purposes set out in Recital A hereof including the cost of managing beverage containers within the Common Collection System, within non-transitioned communities during the Transition, within the Public Space, Events and IC&I sector as well as to fund the extensive Promotion and Education campaigns. Any other use of such funds shall require the express written consent of the Participant.

## 5. TERMINATION

- 5.1 **Default Termination.** If a party (the “**Defaulting Party**”) breaches any term or condition of this Agreement, the other party may deliver notice of the breach to the Defaulting Party. In the event the breach is not cured within fourteen (14) days of such notice, the party having delivered such notice may terminate this Agreement on notice to the Defaulting Party.
- 5.2 **Other Termination.** Unless the parties agree otherwise, this Agreement will terminate automatically if: (i) either party (in this Section, an “**Insolvent Party**”) makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for all or substantially all of the property of the Insolvent Party, files a petition in bankruptcy or for a reorganization under the appropriate bankruptcy legislation, or is adjudicated bankrupt or insolvent; (ii) a court order is entered,

without the consent of the Insolvent Party, appointing a receiver or trustee for all or substantially all of the property of the Insolvent Party, or approving a petition in bankruptcy or for a reorganization pursuant to the appropriate bankruptcy legislation or for any other judicial modification or alteration of the rights of creditors of the Insolvent Party; or (iii) the Resource Productivity and Recovery Authority's Registrar brings a successful non-compliance action in relation to a material matter save for where the Participant causes or contributes to such non-compliance.

- 5.3 Upon the effective date of termination of this Agreement, CBCRA will inform CMO, and the "**Authority**" (as such term is defined in the *Resource Recovery and Circular Economy Act, 2016* (Ontario)) that the Agreement between the Participant and the CBCRA has been terminated.

## 6. Resolution Negotiation.

- 6.1 In the event of a dispute or difference between the parties arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it including the formation or enforceability of this Agreement or any failure to reach agreement where an agreement is required (a "**Dispute**"), the parties shall make all reasonable efforts to resolve the Dispute by amicable negotiations. In this regard each party shall promptly set forth in writing to the other party the basis of the Dispute in reasonable detail and appoint a designated representative having authority to resolve and settle such Dispute. The designated representatives shall meet as often as the parties reasonably deem appropriate to discuss the Dispute and attempt to resolve the dispute without the necessity of mediation pursuant to Section 6.2. Formal proceedings under Section 6.2 may not be commenced until the earlier of (i) the time when the parties conclude in good faith that amicable resolution of the Dispute does not appear likely or (ii) the expiration of fourteen (14) days following the date on which the Dispute was first set forth in writing in accordance with this Section 6.1.
- 6.2 If a Dispute is not resolved pursuant to the informal dispute mechanism in Section 6.1, a party may deliver written notice (a "**Mediation Notice**") to the other party requiring the Dispute go to mediation, in which case the parties shall attempt to appoint a mutually acceptable mediator within 14 days of delivery of the Mediation Notice.
- (a) **Participation in Mediation.** If the parties agree on a mediator they shall participate in good faith in the mediation and related negotiations for a period of at least 30 days.
- (b) **Costs of Mediation.** The parties will bear their own mediation costs, and shall share equally the mediator's costs.
- 6.3 The parties agree that the existence of a Dispute, any efforts or proceedings to resolve a Dispute, whether informal or pursuant to mediation, and any rulings or

decisions issued by the mediator pursuant to Section 6.2, shall be held in confidence, shall be treated as compromise and settlement negotiations under applicable evidence rules, and shall be governed as Confidential Information by the terms and conditions of Section 2.

- 6.4 Notwithstanding any other provision of this Agreement, a party may apply for and receive interim or injunctive relief from a court of competent jurisdiction (whether as a temporary restraining order, preliminary injunction or otherwise) or specific performance at any time.
- 6.5 This Section 6 shall not be construed to prevent a party from instituting, and a party is authorized to institute, formal court proceedings, earlier to avoid the expiration of any applicable limitations period.
- 6.6 The parties agree to continue performing their obligations hereunder while the Dispute is being resolved as provided in this Section 6, unless and until the Dispute is resolved or until this Agreement is terminated. The time frame for a party to cure any breach of the terms of this Agreement shall not be delayed or suspended pending the resolution of any Dispute hereunder.

## 7. General

- 7.1 *Recitals:* The recitals hereinbefore contained are true and correct and form an integral part of this Agreement.
- 7.2 *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.
- 7.3 *Further Assurances:* The parties hereby agree from time to time to execute such further or other documents (whether under corporate seal or otherwise) and do all such other acts and things as may be necessary or desirable to give effect to the terms of this Agreement and to carry out and effectuate the provisions hereof.
- 7.4 *Severability:* If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.

- 7.5 *No Waiver:* No condoning or waiver by a party of any default or breach by the other party at any time or times in respect of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by the breaching party shall be deemed or construed to operate as a waiver of the non-breaching party's rights under this Agreement in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights and remedies of such party under this Agreement in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of a party to insist in any one or more cases upon the strict performance of any of the obligations, terms, covenants and conditions contained in this Agreement to be performed or observed by the breaching party shall not be deemed or construed to operate as a waiver for the future strict performance or observance of such agreements, terms, covenants and conditions.
- 7.6 *Interpretation.* If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a business day (defined as any day of the week other than Saturday, Sunday or a statutory holiday in the Province of Ontario), then such payment or action shall be made or taken on the next business day. The term "including" means "including, without limitation" and "include" and "includes" shall have corresponding meanings. The wording of this Agreement shall be deemed to be mutually chosen by the parties and no rule of strict construction shall be applied against any party.
- 7.7 *Language:* The parties acknowledge and agree that they have required that this Agreement be prepared in the English language. Les parties reconnaissent avoir exigé que les présentes soient rédigées en langue anglaise.
- 7.8 *Currency:* All references herein to currency are to Canadian currency and all payments shall be made in Canadian currency.
- 7.9 *Time of Essence:* Time is of the essence of this Agreement and every part hereof.
- 7.10 *Entire Agreement:* This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. It is understood and agreed that there are no agreements, conditions, warranties, terms, representations or arrangements, oral or written, statutory or otherwise, other than those contained herein, and that all prior conversations, understandings, arrangements, statements, communications or agreements, oral or written, with respect to this Agreement are hereby superseded. No change, amendment or supplement to any provision of this Agreement shall be binding unless it is in writing and signed all of the parties hereto.

**IN WITNESS WHEREOF** this Agreement is deemed to have taken effect as of the day and year written above:

**Canadian Beverage Container Recycling Association**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Participant**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Participants Registration Form

Business Name: \_\_\_\_\_

Business Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City

\_\_\_\_\_ Province/State

\_\_\_\_\_ Country

\_\_\_\_\_ Postal/Zip Code

Phone Number:

\_\_\_\_\_ ( ) \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City

\_\_\_\_\_ Province/State

\_\_\_\_\_ Country

\_\_\_\_\_ Postal/Zip Code

Phone Number:

\_\_\_\_\_ ( ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:

\_\_\_\_\_ Month

\_\_\_\_\_ Day

\_\_\_\_\_ Year

Contact Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City

\_\_\_\_\_ Province/State

\_\_\_\_\_ Country

\_\_\_\_\_ Postal/Zip Code

## **SCHEDULE A -CBCRA RULES FOR OBLIGATED PRODUCERS (2023)**

### **1. Interpretation** in these Rules:

**Act** means the *Resource Recovery And Circular Economy Act, 2016* (Ontario) R. S.O. 2016, c.12, Sched. 1 as amended from time to time;

**“Ancillary Packaging” (“AP”)**, is any packaging used for the presentation and/or protection of a BC that is Supplied in Ontario to the consumer,

**Beverage Container (“BC”)**, means a container that,

- (a) contains a ready-to-drink beverage product,
  - (b) is made from metal, glass, paper or rigid plastic, or any combination of these materials, and
  - (c) is sealed by its manufacturer;
- that is Supplied in Ontario to the consumer

**Brand Owner**, with respect to any specific trademarked BC and any specific beverage product Supplied where either the BC bears a trademark at any time during the Data Period, means a person Resident in Canada, who:

- (a) is the holder of the registered trademark on the BC,
- (b) is the licensee, in respect of the registered trademark of the BC,
- (c) owns the intellectual property rights to the unregistered trademark of the BC, or
- (d) the licensee, in respect of the intellectual property rights to the unregistered trademark of the BC;

Where “licensee” includes a person who packages goods, the Packaging of which is a BC and bears a trademark, other than a packer or filler of Private Label Goods, and includes any person whose corporate name or business name registration contains the trademark;

**CBCRA** means Canadian Beverage Containers Recycling Association;

**Commencement Date** means April 1, 2023;

**Data Period** means on a monthly calendar basis, starting with the Commencement Date;

**Filed** means electronically submitted by a Producer to CBCRA, through the interactive website stipulated by CBCRA;

**Gender, Number and Persons**, in these Rules, words importing the singular shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, and words importing gender shall include all genders. In these Rules, words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever;

**Interest Rate** means the prime rate established by the Royal Bank of Canada as at the close of business on the first business day of each month plus three (3) percent;

**Private Label Goods** means goods that carry the brand or trademark of a Brand Owner and sold or delivered to consumers by such Brand Owner in Canada;

**Producer** means for the portion of the blue box packaging of a product that a brand holder added to the product,

- i. the brand holder of the product, if the brand holder is resident in Canada,
- ii. if there is no person described in subparagraph i, the importer of the product, if the importer is resident in Ontario, or
- iii. if there is no person described in subparagraph i or ii, the retailer or Marketplace facilitator who supplied the product to the consumer.

**Producer** means a person who is a Producer of BC, as defined in section 9 of the Regulation;

**Producer's Report** means a report prepared by a Producer in the form set out in Appendix A to these Rules, and Filed in accordance with these Rules, which describes the aggregate amount of BC, expressed in units by category, supplied by the Producer during the Data Period;

**Published Address** means an address in Ontario appearing in a current telephone directory or a recognized current published business directory;

**Registered** means having electronically submitted the following information to CBCRA at the interactive website maintained by CBCRA:

1. Company information, and
2. Primary contact information.

**Regulation** means the Ontario Regulation 391/21 Blue Box, made under the Act;

**Resident in Canada**, with respect to a corporation, means a corporation that, during any time in the Data Period, has a permanent residence in Canada.

**Resident in Ontario**, with respect to a corporation, means a corporation that, during any time in the Data Period, has a permanent establishment in Ontario;

**Rules** mean these rules;

**Supply** means “supplied” to consumers in Ontario as defined and described in the Regulation, Section 1, and means to transfer a property interest by:

- (a) sale, whether conditional or otherwise;
- (b) exchange;
- (c) barter;
- (d) lease or rental, whether with an option to purchase or otherwise; or
- (e) gift;

but does not include a Supply that is effected solely to create a security interest within the meaning of The Personal Property Security Act or the Bank Act (Canada) and subject to the conditions of Section 3 of the Regulation;

## **2) Producers**

- (a) Producer means for the portion of the blue box packaging of a product that a brand holder added to the product,
- i. the brand holder of the product, if the brand holder is resident in Canada,
  - ii. if there is no person described in subparagraph i, the importer of the product, if the importer is resident in Ontario, or
  - iii. if there is no person described in subparagraph i or ii, the retailer who supplied the product to the consumer.

For the portion of the blue box packaging of a product that an importer of the product into Ontario added to the product, the producer is,

- i. the importer of the product into Ontario, if the importer is a person who is resident in Ontario, or
- ii. if there is no person described in subparagraph i, the retailer who supplied the product to the consumer.

For any portion of the blue box packaging not described in paragraph 1 or 2, the producer is the retailer who supplied the product to the consumer.

In addition the stipulations and details provided in section 9 of the Regulation apply.

## **3) Collaboration with CMO**

Every CBCRA participant is required to also sign a Producer Services Agreement with CMO for the management of their packaging in the common collection system. Similarly, every CMO participant that is a beverage producer as defined in this agreement and in the Regulation, will be required to execute a Participant Agreement with CBCRA for the management of their away-from-home beverage packaging.

## **4) Fees Payable**

Producers shall pay fees to CBCRA in a manner stipulated by CBCRA and in accordance with the dates set out in Appendix B of these Rules. The amount of fees payable shall be calculated in accordance with the table of fees set out in Appendix C.

## **5) Producer Report**

- (1) Every Producer shall Register with CBCRA using the CMO producer portal;

- (2) Subject to Section 6 (1), 6 (3), and 6 (4), every Producer shall file a Monthly Producer's Report with CBCRA outlined in Appendix B using the CMO producer portal;
- (3) With the consent of CBCRA, Obligated Producers may amend a Producer's Report to correct information in the Producer's Report that is in error or to replace data previously determined by a formula or a calculator provided by CBCRA;
- (4) A Producer's Report that contains incorrect data, may, upon notice from CBCRA to the Producer, be deemed by CBCRA not to have been Filed.

## **6) Penalties, Interest and Back Fees**

- (1) Producers who fail to report by the dates specified in Appendix B will be subject to a penalty calculated at 10% of fees due and payable.
- (2) Producers who fail to pay fees by the date specified in the timetable set out in Appendix B will be subject to interest charges at the Interest Rate on the unpaid fees.
- (3) CBCRA may, at its sole discretion, waive all or part of any penalty or interest charges otherwise payable under these Rules.
- (4) All penalties and interest charges begin accruing on the business day immediately following the date specified in the timetable set out in Appendix B.
- (5) In the event that the amounts reported in a Producer's Report are inaccurate: any deficiency in payment of fees resulting from such inaccuracies shall be immediately due and payable upon the filing of the correcting Producer's Report; and if not paid within 30 days of the invoice date, will be subject to the same payment interest charges outlined in (2) above.

Failure to file a Producer's Report within the time frames mentioned above is a violation of these Rules and may be considered a breach of Producer's Registration agreement.

## **7) Producer Reporting**

- (1) CBCRA may, acting reasonably, require a Producer to file a Producer's Report by sending a written request to the Producer.

## **8) Record Provision and Retention**

- (1) Upon written request by CBCRA, a Producer shall promptly submit data, including calculation methodology, BC unit data, audit reports, list of brands reported and list of brands excluded from report,
- (2) A Producer shall retain records to substantiate and verify the amount set out in its Producer's Report for a period of not less than five years from the date of the Producer's Report to which they relate. Upon written request by CBCRA, a Producer shall grant access to CBCRA to examine, audit and inspect its books and records respecting a Producer's

Report at any time up to five years after the date of receipt of such Producer's Report by CBCRA.

## **9) Enforcement**

Failure to pay fees or file a Producer's Report in accordance with the requirements stated in these Rules is a breach of these Rules and the Producer's Agreement.

## **10) Dispute Resolution**

See Section 6 of the Participant Agreement above.

## **11) Interpretive Memoranda**

CBCRA may publish on its website interpretive memoranda describing its interpretations of these Rules and how it proposes to administer them.

## **12) Confidentiality**

See Section 2 of the Participant Agreement above.

## Appendix A

### Form of Producer's Report

Name of Producer

Mailing address

Billing address

Primary Contact Person for Producer's Report, Email address & Date of Report

**Units of BC supplied in the Data Period for the brands for which the Participant is the Producer in the appropriate Data Period.**

	Beverage Container Reporting Categories	Monthly Units
<b>Paper Packaging</b>	Gable Top Containers - Beverage - Non-Alcoholic 0 - 500 ml	
	Gable Top Containers - Beverage - Non-Alcoholic 501 ml - 1L	
	Gable Top Containers - Beverage - Non-Alcoholic > 1L	
	Aseptic Containers - Beverage - Non-Alcoholic 0 - 500 ml	
	Aseptic Containers - Beverage - Non-Alcoholic 501 ml - 1L	
	Aseptic Containers - Beverage - Non-Alcoholic > 1L	
<b>Plastic Packaging</b>	PET Bottles - Beverage - Non-Alcoholic 0 - 500 ml	
	PET Bottles - Beverage - Non-Alcoholic 501 ml - 1L	
	PET Bottles - Beverage - Non-Alcoholic > 1L	
	HDPE Bottles - Beverage - Non-Alcoholic 0 - 500 ml	
	HDPE Bottles - Beverage - Non-Alcoholic 501 ml - 1L	
	HDPE Bottles - Beverage - Non-Alcoholic > 1L	
	Plastic Laminates - Beverage - Non-Alcoholic 0 - 1L	
	Plastic Laminates - Beverage - Non-Alcoholic > 1L	
	PLA, PHA, PHB - Beverage - Non-Alcoholic 0-500 ml	
	PLA, PHA, PHB - Beverage - Non-Alcoholic 501 ml - 1L	
	PLA, PHA, PHB - Beverage - Non-Alcoholic > 1L	
	LDPE/HDPE Film - Beverage - Non-Alcoholic 0 - 1L	
	Non-Expanded Polystyrene - Beverage - Non-Alcoholic 0 - 500 ml	
	Other Plastics - Beverage - Non-Alcoholic 0 - 500 ml	
	Other Plastics - Beverage - Non-Alcoholic 501 ml - 1L	
Other Plastics - Beverage - Non-Alcoholic > 1L		
<b>Steel Packaging</b>	Steel Containers - Beverage - Non-Alcoholic 0 - 500 ml	
	Steel Containers - Beverage - Non-Alcoholic 500 ml - 1L	
	Steel Containers - Beverage - Non-Alcoholic > 1L	
<b>Aluminum Packaging</b>	Aluminum - Beverage Containers - Non-Alcoholic 0 - 500 ml	
	Aluminum - Beverage Containers - Non-Alcoholic > 500 ml	

	Beverage Container Reporting Categories	Monthly Units
<b>Glass Packaging</b>	Clear Glass - Beverage - Non-Alcoholic 0 - 500 ml	
	Clear Glass - Beverage - Non-Alcoholic 501 - 1L ml	
	Clear Glass - Beverage - Non-Alcoholic > 1L	
	Coloured Glass - Beverage - Non-Alcoholic 0 - 500 ml	
	Coloured Glass - Beverage - Non-Alcoholic 501 - 1L ml	
	Coloured Glass - Beverage - Non-Alcoholic > 1L	

**Required information to be included in the Producer’s Report:**

1. Description of methodology and data used to prepare this Producer’s Report, including a detailed explanation of the steps taken to calculate the amounts reported;
2. List of brands, trade marks covered in this Producer’s Report;
3. Declaration of accuracy of contents of this Producer’s Report



## Appendix B

### Payment and Reporting Schedule

The payment deadlines shall be as follows:

	Data period			
	Start	End Date	Payment date	Obligation period
	1-Mar -23	30-Mar-23	20-Apr-23	Mar -23
	1-Apr-22	30-Apr-23	20-May-23	Apr-23
	1-May-23	31-May-23	20-June-23	May-23

Continuing on a monthly basis, the Participant shall pay to CMO a container recovery fee (“**CRF**”) as determined by CBCRA (and amended from time to time) for each Beverage Container supplied in Ontario in the previous period by the 20<sup>th</sup> calendar day from the end of the Data Period.

## Appendix C

### Current Table of Fees: February 1, 2023 to December 31, 2025

	Beverage Container Reporting Categories	Fee Rates
Paper Packaging	Gable Top Containers - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Gable Top Containers - Beverage - Non-Alcoholic 501 ml - 1L	tbd
	Gable Top Containers - Beverage - Non-Alcoholic > 1L	tbd
	Aseptic Containers - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Aseptic Containers - Beverage - Non-Alcoholic 501 ml - 1L	tbd
	Aseptic Containers - Beverage - Non-Alcoholic > 1L	tbd
Plastic Packaging	PET Bottles - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	PET Bottles - Beverage - Non-Alcoholic 501 ml - 1L	tbd
	PET Bottles - Beverage - Non-Alcoholic > 1L	tbd
	HDPE Bottles - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	HDPE Bottles - Beverage - Non-Alcoholic 501 ml - 1L	tbd
	HDPE Bottles - Beverage - Non-Alcoholic > 1L	tbd
	Plastic Laminates - Beverage - Non-Alcoholic 0 - 1L	tbd
	Plastic Laminates - Beverage - Non-Alcoholic > 1L	tbd
	PLA, PHA, PHB - Beverage - Non-Alcoholic 0-500 ml	tbd
	PLA, PHA, PHB - Beverage - Non-Alcoholic 501 ml - 1L	tbd
	PLA, PHA, PHB - Beverage - Non-Alcoholic > 1L	tbd
	LDPE/HDPE Film - Beverage - Non-Alcoholic 0 - 1L	tbd
	Non-Expanded Polystyrene - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Other Plastics - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Other Plastics - Beverage - Non-Alcoholic 501 ml - 1L	tbd
Other Plastics - Beverage - Non-Alcoholic > 1L	tbd	
Steel Packaging	Steel Containers - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Steel Containers - Beverage - Non-Alcoholic 500 ml - 1L	tbd
	Steel Containers - Beverage - Non-Alcoholic > 1L	tbd
Aluminum Packaging	Aluminum - Beverage Containers - Non-Alcoholic 0 - 500 ml	tbd
	Aluminum - Beverage Containers - Non-Alcoholic > 500 ml	tbd
Glass Packaging	Clear Glass - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Clear Glass - Beverage - Non-Alcoholic 501 - 1L ml	tbd
	Clear Glass - Beverage - Non-Alcoholic > 1L	tbd
	Coloured Glass - Beverage - Non-Alcoholic 0 - 500 ml	tbd
	Coloured Glass - Beverage - Non-Alcoholic 501 - 1L ml	tbd
	Coloured Glass - Beverage - Non-Alcoholic > 1L	tbd