

MASTER SERVICES AGREEMENT

for

**CONTRACTOR SERVICES RELATED TO SINGLE-USE PRODUCTS, PACKAGING AND PAPER
PRODUCTS (PPP)**

Number 2024-00-[●]



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This Master Services Agreement (this “**MSA**”) is entered into as of _____ (“**Effective Date**”)

Between

<insert Community Name>, a [] under the laws of Alberta], having a place of business at <insert address> (“**Contractor**”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Alberta (“**CM**”)

RECITALS

WHEREAS, CM is a Producer Responsibility Organization for PPP; and

WHEREAS, Contractor and CM (each a “**Party**”, and collectively the “**Parties**”) jointly desire to enter into this MSA respecting the collection of PPP and related services for one or more Registered Communities as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

WHEREAS, the Contractor agrees to provide the Work in accordance with the terms and conditions of this MSA;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this MSA, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

“**APPLICABLE LAW**” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include all legislation relating to privacy, confidentiality, security, and anti-spam in Canada (including *Personal Information Protection and Electronic Documents Act* (Canada) and applicable provincial privacy laws), the *Competition Act* (Canada), the *Environmental Protection and Enhancement Act* (Alberta), the *Alberta Water Act*, the *Dangerous Goods Transportation and Handling Act* (Alberta), the *Occupational Health and Safety Act* (Alberta), and the Regulation, as defined herein.

“**BUSINESS DAY**” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.

“**CHANGE IN APPLICABLE LAW**” means any of the following events occurring after the applicable Statement of Work Effective Date: (1) a change in, modification or repeal of an existing Applicable Law, or (2) an enactment, adoption, promulgation or making of a new Applicable Law, but in any case a Change in Applicable Law shall not include a change, application, or interpretation that affects taxation of net income and/or net worth and similar amounts of any kind or nature for which the Contractor is responsible under the MSA or otherwise, taxes which

are personal to the Contractor such as income taxes and taxes of like kind and any of the events provided for in paragraphs (1) or (2) which are known or ought reasonably to be known to the Contractor prior to the applicable Statement of Work Effective Date.

"CHANGE NOTICE" has the meaning set out in Section 8.8(a) of this MSA.

"CHANGE ORDER" has the meaning set out in Section 8.8(e) of this MSA.

"COLLECTION DATA" means the data and information expressly required to be delivered by the Contractor to CM pursuant to this MSA.

"COLLECTION VEHICLE" means a vehicle used to perform collection services.

"CONTRACT PRICE" means the total price payable under this MSA, as set forth in the Statements of Work.

"CONTRACTOR PROPRIETARY IP" means (i) all Intellectual Property Rights of the Contractor developed prior to execution of this MSA or unrelated to the Work, and (ii) all know-how, processes, procedures, methods and other Intellectual Property Rights developed by the Contractor and relating to or used in the performance of the Work, including detailed route sequencing information, the performance and operation of equipment, and techniques and methods and procedures for the purpose of improving collection efficiency, whenever developed, and (iii) all Intellectual Property Rights to the extent such Intellectual Property Rights include modifications, enhancements, configurations, derivative works or interfaces of the Contractor's Intellectual Property Rights referred to in subparagraphs (i) and (ii). Notwithstanding any other provision in the MSA, Contractor Proprietary IP shall not include know-how, processes, procedures, methods and other Intellectual Property Rights provided to the Contractor by CM.

"CONTRACTOR DEFAULT" means a failure of the Contractor to comply with the requirements of this MSA or to perform any of the Contractor's obligations under this MSA, other than a Material Contractor Default.

"COST ESTIMATE" has the meaning set out in Section 8.8(b) of this MSA.

"EFFECTIVE DATE" has the meaning set out above in this MSA.

"EQUIPMENT" means all vehicles, including Collection Vehicles, machinery and equipment used in completing the Work.

"INTELLECTUAL PROPERTY RIGHTS" means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, Confidential Information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

"LOSSES AND CLAIMS" means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

"MATERIAL CONTRACTOR DEFAULT" means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any PPP that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (ii) declaring its inability to pay its debts as they generally become due;
- (iii) being judged or adjudicated to be bankrupt or insolvent;
- (iv) becoming subject to, or requesting any benefits or exemptions relating to any provisions or

- enactments concerning bankruptcy or insolvency;
- (v) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;
 - (vi) failing to comply with this MSA, including any Statements of Work, in a manner that results in CM or Producers becoming assessed as non-compliant with the Regulation; or
 - (vii) abandoning the Work for a period of seven (7) consecutive calendar days.

"PERFORMANCE SECURITY" has the meaning set out in Section 7.1(a) of this MSA.

"PERSON" means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial, territorial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

"PANDEMIC CONDITIONS" means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Alberta Ministry of Labour and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

"PPP" means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation, except in the context of a Statement of Work if it has a meaning expressly set out in such Statement of Work.

"PRIME" means the Bank of Canada's target for the overnight (interest) rate, as posted from time to time.

"PRODUCER" has the meaning set out in the Regulation.

"REGISTERED COMMUNITY" means a community which has registered with the Alberta Recycling Management Authority (ARMA) in accordance with the Extended Producer Responsibility Single-use Products, Packaging and Paper Products Bylaws (the "Bylaws").

"REGULATION" means the Extended Producer Responsibility Regulation 194/2022 under the Environmental Protection and Enhancement Act (Alberta).

"RESIDENTIAL PREMISES" has the same meaning set out in Part 1 of the Regulation.

"STATEMENT OF WORK" means a statement of work entered into between CM and the Contractor in the form attached to Schedule A.

"STATEMENT OF WORK REGISTERED COMMUNITY SERVICE COMMENCEMENT DATE" means the applicable date on which the Work commences in a Registered Community.

"SUBCONTRACTOR" means a subcontractor retained by Contractor.

"UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS" means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years

taking into consideration severity, duration and time of year conditions; and

- (ii) preclude the safe performance of the Work.

“WORK” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this MSA, including the Statements of Work and any changes to the Work which may be agreed to by the Parties in accordance with this MSA, as provided herein.

“WORK REPORT FOR THE MONTH” has the meaning set forth in the applicable Statement of Work.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CM or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.
- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this MSA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this MSA, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this MSA to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) Attached to and forming an integral part of this MSA are the following schedules (including exhibits

to the schedules):

- (i) Schedule A – Statements of Work;
 - (ii) Schedule B – Supplier Code of Conduct;
 - (iii) Schedule C – RFP; and
 - (iv) Schedule D – Contractor’s Response to the RFP.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties with respect to the Work. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
- (i) Amendments to the Statements of Work made in accordance with the requirements of this MSA, including Change Orders;
 - (ii) Statements of Work;
 - (iii) Amendment to the other portions of this MSA made in accordance with the requirements of this MSA, including Change Orders; and
 - (iv) Other portions of this MSA.

ARTICLE 2 TERM

2.1 Term

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, subject to Section 2.1(c) or as otherwise provided for in this MSA.
- (b) CM and the Contractor may, subject to execution of a Change Order acceptable to each Party in its sole discretion, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CM and Contractor from time to time.
- (c) CM reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CM's right to make a claim against Contractor or the applicable Performance Security for damages on account of any breach by Contractor, subject to the provisions of this MSA.

ARTICLE 3 SCOPE OF WORK

3.1 Service Provision

- (a) The Contractor shall provide, at its own expense, all materials, personnel, and Equipment as required to provide the Work.
- (b) The Contractor shall comply with all Applicable Laws in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of

misunderstanding will be considered on account of ignorance.

- (c) If, during the term of this MSA, there is a Change in Applicable Law that gives rise to the requirement for the Contractor to perform any work which is not Work the Contractor would otherwise be required to perform in order to comply with the MSA, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this MSA. The Contractor or CM, as applicable, shall be entitled to include in any Change Order associated with a Change in Applicable Law, and shall recover from CM, or, CM shall receive a credit, during the remaining term of the applicable Statement of Work, the net amount of any increased or decreased costs that are reasonably incurred by or on behalf of the Contractor, on account of capital, operations or maintenance, pertaining to the applicable change in the Work resulting directly from the relevant Change in Applicable Law for the remaining term of the applicable Statement of Work.
- (d) CM is committed to diverting PPP from disposal and achieving efficiencies in the Work. To this end CM will continue to explore new methods and technologies and, as a proposed change in the Work, CM may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CM chooses to proceed with such new methods and technologies CM will issue a Change Order to the Contractor in accordance with Section 8.8.
- (e) The Contractor shall comply with the Supplier Code of Conduct attached as Schedule B.

3.2 Environmental Attributes

- (a) **"Environmental Attributes"** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CM for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CM who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes that:
 - (i) arise from activities and operations facilitated by the Contractor's investment prior to the Effective Date, (ii) are not associated with the Work, (iii) are associated with Contractor's Collection Vehicles (e.g. credits associated with the use of a CNG fleet by the Contractor), or (iv) arise from other capital investments by the Contractor in the methods, technologies, or systems to which such Environmental Attributes are attributable. Ownership of such Environmental Attributes shall belong solely to the Contractor.
- (c) CM grants Contractor the right to make public claims regarding its role in delivery of the Work, the attendant achievement of regulatory targets under the Regulation and any associated Environmental Attributes thus created.

3.3 Labour Disruption

- (a) If there is a lawful or legal strike, lockout or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the **"Lawful LD Period"**), the Contractor shall, at the Contractor's cost and expense, during the Lawful LD Period:
 - (i) use commercially reasonable efforts to continue performance of the Work pursuant to this MSA; and

- (ii) if, despite such commercially reasonable efforts, the Work cannot be performed pursuant to this MSA, encourage Residential Premises that do not receive collection services because of the lawful or legal strike, lockout or work slowdown or other lawful or legal labour disruption or job action to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.
- (b) If there is unlawful or illegal strike, lockout or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the "**Unlawful LD Period**"), the Contractor shall make such arrangements and take such actions as necessary, including:
 - (i) the actions described in sections 3.3(a)(i) and 3.3(a)(ii); and
 - (ii) pursuit of all legal remedies under Applicable Laws, such as the obtaining of cease and desist orders if necessary, to end such unlawful or illegal strike, lockout, work slowdown or other unlawful or illegal labour disruption or job action as soon as possible to ensure continuation of Contractor's performance of the Work, the specifics of which are agreed by the Parties.
- (c) In no event shall Contractor be entitled to any increase in any compensation set out in this MSA as a result of, in connection with or arising out of any action the Contractor takes in order to comply with this Section 3.3(b). If the Unlawful LD Period continues for more than fifteen (15) calendar days, CM may terminate this MSA with no further obligations by either Party.
- (d) Notwithstanding any provision in this MSA to the contrary, during the Lawful LD Period or the Unlawful LD Period, the Contractor will not charge CM for the cost of, or receive any compensation for, any Work that is not performed.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CM that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this MSA and the consummation of the matters contemplated by this MSA have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work and will maintain all such permits, certificates and licenses in good standing at all times while performing the Work;
- (d) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment, or other inducements to any officer, director, employee, agent or representative of CM in connection with this MSA and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions, payments, kickbacks, gifts, entertainment or other inducements to any officer, director, employee, agent or representative of

CM;

- (e) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CM; and
- (f) in performing its obligations under this MSA, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work.

ARTICLE 5 CONTRACTOR MANAGEMENT

5.1 Contractor's Personnel

- (a) The Contractor shall provide a training program to ensure that its employees, agents and Subcontractors are competent to perform the Work.
- (b) The Contractor's employees, agents and Subcontractors shall be required to be respectful, courteous, and shall perform all their duties in a manner that promotes positive public relations and customer service excellence for the Contractor and CM with the utmost regard for enhancing relations and maintaining a positive public image for CM and the producers it represents.
- (c) The Contractor agrees that neither it, nor any of its employees, agents or Subcontractors, shall solicit or accept any material gratuity for Work performed under this MSA.

5.2 Supervision

- (a) The Contractor will provide skillful and efficient supervisors and any necessary assistants to supervise the Work for the duration of this MSA.
- (b) The supervisors must thoroughly understand this MSA and be fully experienced in the Work being performed. The supervisors will represent the Contractor and oversee the Work.
- (c) The supervisors shall monitor the Work performed under this MSA and the applicable Statement of Work and will be responsible to address all customer complaints, spills and accidents that occur during the performance of this MSA.
- (d) The Contractor shall, at its own expense, provide CM with a cell phone number for CM to contact supervisors on all days when Work is performed, during the hours of 7:00 a.m. to 6:00 p.m. MST.
- (e) When the Contractor observes that the Work is not being performed in compliance with this MSA, including a Statement of Work, and/or Applicable Law, the Contractor shall immediately notify CM of the non-compliance and the corrective measures that will be taken to remedy the situation.

5.3 Health and Safety

- (a) The Contractor shall comply with all Applicable Laws relating to the Work being provided, including the *Occupational Health and Safety Act, SA 2020, c O-2.2* ("**OHSA**") as amended from time to time, and ensure its employees, agents and Subcontractors are knowledgeable in and observe the Applicable Laws pertaining to their duties, including the OHSA, as amended, and all traffic laws. The Contractor agrees that it is solely responsible for the control, direction, supervision and training of those employees employed by the Contractor to perform the Work. The Contractor shall be responsible for and take every reasonable precaution in the circumstances for the protection of all

employees associated with the Work being performed.

- (b) The Contractor shall cooperate and participate in the reporting of safety events arising in connection with the Work and the subsequent investigations of any such events precipitated by the Contractor as a result of a breach by the Contractor of an Applicable Law or the negligence of the Contractor. The Contractor shall be responsible for dealing with all such events.
- (c) Within thirty (30) calendar days after the Effective Date, the Contractor shall submit a copy of the Contractor's health and safety program (the "**Contractor's Health and Safety Program**") that complies with Applicable Laws, including with the OHSA, to CM.
- (d) The Contractor shall maintain and comply with Contractor's Health and Safety Program during the performance of the Work. The Contractor shall provide CM with updates to the Contractor's Health and Safety Program each time the document is amended.
- (e) All required Alberta Jobs, Economy, Trade and Immigration documentation shall be obtained and filed by the Contractor and kept in good standing during the term of this MSA. The Contractor shall respond to requests from CM for information on safety activities in a timely manner.
- (f) The Contractor shall maintain applicable records with respect to all health and safety instruction and training relating to the Work, which will include frequency and course content, and shall supply CM with such records, as requested.
- (g) The Contractor shall notify CM of all accidents involving personal injury to the Contractor's personnel or the public, or damage to any property arising in connection with the Work, within four (4) hours of the Contractor becoming aware of the accident. The Contractor shall provide a report including accurate documentation of the accident to CM within forty-eight (48) hours of the accident.

5.4 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of this MSA, including any Statement of Work, which shall include an annual fuel usage report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CM may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.4 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

5.5 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CM during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CM, provide CM and its professional advisors, auditors and consultants, with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and inspect any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access does not pose a health and safety risk to the Contractor's staff, or to CM's personnel, and the Contractor shall

provide, and cooperate with CM in providing, such access. The Contractor shall, and shall cause the Subcontractors to, provide sufficient, safe and proper facilities in respect of such access to the extent commercially practicable, provided that such access shall not cause unreasonable delays to the Contractor's performance of the Work. All personnel having such access shall be subject to the Contractor's health and safety procedures and comply with the Contractor's other reasonable site rules, failing which the Contractor shall have the right to require removal of such personnel.

- (b) If any Work is found by CM, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CM, make good such defective Work.
- (c) This Section 5.5 is subject in all respects to Sections 8.12 and 8.13 and the Contractor acknowledges that CM shall be entitled to use information obtained pursuant to this Section 5.5 solely for the administration of this MSA and/or in compliance with Applicable Law.

5.6 Contingency Plan

Subject to Section 7.4, in respect of a Force Majeure Event, if the Work is not materially compliant with the terms of this MSA, CM may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CM, for review and approval acting reasonably, a contingency plan ("**Contingency Plan**") as soon as practical, but not later than ten (10) calendar days after the earlier of the Contractor becoming aware of, or CM notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within ten (10) calendar days of CM approving the Contingency Plan; and
- (c) otherwise take all measures to address the Work that is not compliant with the terms of this MSA.

5.7 Subcontractors

- (a) The Contractor may, subject to this Section 5.7, subcontract portions of the Work to Subcontractors.
- (b) The Contractor shall inform CM in writing of the Contractor's intention to contract with a Subcontractor to perform the Work a minimum of ninety (90) calendar days prior to the Statement of Work Registered Community Service Commencement Date.
- (c) The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (d) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors incorporate insofar as they are applicable, the terms and conditions of this MSA, including any Statements of Work, into all subcontracts or agreements with Subcontractors.
- (e) The Contractor shall in all cases be fully responsible to CM for all of its obligations under this MSA that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CM.
- (f) The Contractor shall pay all Subcontractors in accordance with the terms of their subcontracts and Contractor shall advise CM in writing, with reasonable particulars, of any material disputes with a Subcontractor or any material default by any Subcontractor under such subcontracts.

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

6.2 Documentation and Payment

- (a) CM may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CM and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations on either CM or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) CM shall pay the Contract Price for the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work within thirty (30) calendar days of the last day of the previous calendar month.
- (c) For clarity, CM shall have no obligation to make any payments in respect of a calendar month until CM has received all items required from the Contractor in respect of such calendar month pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CM, acting reasonably.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount.
- (e) Price adjustments may be made pursuant to Section 6.4.
- (f) The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.

6.3 Taxes

- (a) All taxes, including any sales, use, excise and similar taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld. If CM is required to pay any such applicable taxes to any taxing jurisdiction, the Contractor will remit the amount of any such tax to CM upon demand thereof.
- (b) The Contractor represents and warrants that, as of the Effective Date and continuing in force and effect for the term of this MSA, it is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

6.4 Price Adjustment

Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CM

In the event there are any monies payable to CM by the Contractor under the terms of this MSA, such monies shall be deducted from and retained by CM from the amounts due to the Contractor or may be recovered from the Contractor or the Contractor's surety, if any, pursuant to the applicable Performance Security as a debt due to CM.

6.6 Other Requirements

- (a) The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.
- (b) When payment is made to the Contractor, the Contractor shall promptly pay to every Subcontractor employed any amount properly due such Subcontractor on account of Work covered by this MSA and the applicable Statement of Work. CM shall not be liable for, or be held to pay, any money to the Contractor except as provided above, and on making the aforementioned complete payment, CM shall be released from all claim or liability to the Contractor for anything done, or furnished for, or relating to this MSA, or for any act or neglect of CM relating to the Work, except a claim against CM for the remainder, if any, of the amounts kept or retained as provided.

6.7 Interest

The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CM, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of Prime plus one percent (1%) per annum.

6.8 Limited Liabilities

CM's liability under this MSA for each component of the Work shall be limited to the portion of the Contract Price paid to the Contractor for delivery of such component of the Work under the applicable Statement of Work.

ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

7.1 Performance Security

- (a) The Contractor, at its cost, shall maintain, for the entire term of this MSA, a suitable, in the reasonable discretion of CM, single performance bond, letter of credit or certified cheque ("**Performance Security**") equal to the total of:
 - (i) the total value of performance security that the Contractor was required to maintain in respect of the collection services provided to the Registered Communities listed in Exhibit 7 immediately prior to the applicable Statement of Work Registered Community Service Commencement Date, as increased by a Change Order pursuant to this MSA; plus
 - (ii) twenty-five percent (25%) of the annual compensation due to the Contractor for the Work to be performed in a Registered Community (applicable for any Registered Community listed in Exhibit 7 that did not require performance security for collection services immediately prior to the applicable Statement of Work Registered Community Service Commencement Date); plus
 - (iii) such other amounts as agreed to by the Parties in a Change Order pursuant to this MSA,

to guarantee the Contractor's liabilities and obligations under this MSA.

- (b) If the Performance Security is in the form of a:
 - (i) performance bond it shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Alberta;
 - (ii) letter of credit it shall be issued by a Canadian chartered bank listed in Schedule I to the Bank Act (Canada); or
 - (iii) certified cheque it shall be issued by a Canadian chartered bank listed in Schedule I to the Bank Act (Canada).
- (c) The Contractor shall provide the Performance Security to CM upon signing the first Statement of Work.
- (d) If the Performance Security is a certified cheque, then CM may deposit such cheque in a bank account and use such funds pursuant to this MSA, including pursuant to Section 7.1(g).
- (e) If the Performance Security is a letter of credit then the following shall apply: if the letter of credit has an expiry date prior to the end of the term of this MSA, the Contractor shall, at least thirty (30) calendar days prior to such expiry date, either cause the expiry date to be extended for the lesser of an additional twelve (12) months or until the end of the term of this MSA, or deliver to CM a replacement Performance Security that is acceptable to CM, in its reasonable discretion. If the Contractor fails to deliver such replacement Performance Security, CM shall be entitled to exercise its rights against the full amount of the expiring letter of credit and hold the proceeds thereof ("**Cash Collateral**") as replacement security for the Contractor's liabilities and obligations under this MSA, in which event CM shall hold the Cash Collateral in a bank account with a Canadian chartered bank listed in Schedule I to the *Bank Act* (Canada). If the Contractor subsequently delivers to CM such replacement Performance Security, CM shall immediately return to the Contractor the Cash Collateral including any interest earned on the Cash Collateral less any amount used by CM pursuant to this MSA.
- (f) Without limiting Section 7.1(e), CM may, without prejudice to any other right or remedy hereunder, exercise its rights against the Performance Security and use such funds or use the Cash Collateral in connection with:
 - (i) any claims brought against, or losses suffered, sustained or incurred, by CM as a result of a Material Contractor Default by the Contractor under the MSA; and/or
 - (ii) CM exercising its right to correct a Material Contractor Default or Contractor Default in accordance with this MSA.
- (g) If CM holds any Cash Collateral, the Contractor hereby grants a security interest in favour of CM in such Cash Collateral as security for the Contractor's liabilities and obligations under this MSA. To the extent permitted by Applicable Laws, the Contractor waives all rights to receive from CM a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of such Cash Collateral.
- (h) Subject to CM exercising its right against the Performance Security or Cash Collateral pursuant to Section 7.1(g), upon the expiry of the term of this MSA, CM shall, upon written request of the Contractor, return the Performance Security then in its possession to the Contractor; or, in the event that CM is holding Cash Collateral, CM shall deliver the balance of the Cash Collateral (with any

interest earned on the Cash Collateral) to the Contractor and release and discharge its security interest therein.

7.2 Time of the Essence and Service Level Failure Credits

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CM reserves the right to apply service level failure credits, without prejudice to any other right or remedy available to CM.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CM may provide the Contractor written notice as a warning detailing the performance failure. Such written warning is without prejudice to the Contractor being assessed service level failure credits to the extent such failure is an Infraction, without prejudice to CM's rights under Section 7.2(c).
- (c) If, at any time during the term of this MSA, CM applies service level failure credits in accordance with this MSA in excess of \$30,000 during any rolling six (6) calendar month period, then in addition to the application of such service level failure credits and without prejudice to any other rights or remedies available to CM, CM may:
 - (i) immediately terminate this MSA, or one or more Statements of Work; and/or
 - (ii) claim damages for all liabilities suffered by CM due to the Contractor's failure to fulfill its obligations under the provisions of this MSA.
- (d) The application of service level failure credits under this MSA, including any Statements of Work, shall be without prejudice to any other rights or remedies of CM and CM's ability to claim damages for breach of this MSA, pursuant to Section 7.2(c) of this MSA or otherwise, and shall not relieve the Contractor of its obligations under this MSA, including as a result of the event or cause which gave rise to CM's application of service level failure credits or any other rights or remedies which may be available to CM.
- (e) For clarity, no service level failure credits shall apply to the Contractor to the extent any failure of the Contractor to perform its obligations under this MSA is attributable to any act or omission of CM in breach of this MSA.

7.3 Responsibility for Damages/Indemnification

- (a) The Contractor shall indemnify and hold harmless CM and their officers, directors, employees, agents and representatives (collectively, the "**Indemnitees**") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Indemnitees, directly or indirectly arising out of this MSA attributable to:
 - (i) any acts or omissions either in negligence or nuisance by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or Subcontractors or in connection with any failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
 - (ii) bodily injury, sickness, disease or death or damage to or destruction of tangible property as a result of activities of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors under this MSA;
 - (iii) any assessment (including compliance orders and administrative penalties) or allegations of

non-compliance under the Regulation or the Bylaws directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CM;

- (iv) any failure or delay by CM to submit any required report or other information to the registry, as defined in the Regulation or the Bylaws, resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors;
 - (v) any failure of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors to comply with the OHSA (or the regulations thereunder);
 - (vi) any finding or declaration that an Indemnitee is an “employer” for the purposes of the OHSA in connection with a breach of the *OHSA* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or Subcontractors in connection with the Work; or
 - (vii) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Alberta) *Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the (Alberta) *Dangerous Goods Transportation and Handling Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment as a result of activities of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors under this MSA.
- (b) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.3 shall include claims, demands, actions, suits and other proceeding by Persons against the Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss of profits or revenues or diminution in value.
- (c) CM shall indemnify and hold harmless the Contractor and its officers, directors, employees, agents and representatives (collectively, the “**Contractor Indemnitees**”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, arising out of this MSA to the extent attributable, to any negligent acts or omissions of CM, or any of their respective officers, agents, servants, employees or licensees or any failure to comply with, or breach of, any of CM’s obligations under this MSA.

7.4 Force Majeure

- (a) Subject to Section 7.4(b), “Force Majeure Event” means any event or circumstance beyond the reasonable control of either CM or the Contractor (other than a lack of funds) including the following:
- (i) Unusually Severe Adverse Weather Conditions (including floods and natural disasters);
 - (ii) civil disturbances, riots, war, rebellion, sabotage and atomic or nuclear incidents;
 - (iii) shutdown resulting from investigation by government authorities (for clarity, provided such shutdown is not as a result of the acts or omissions of the Party claiming a Force Majeure Event, and in the case of the Contractor, Subcontractor’s acts or omissions);
 - (iv) court or governmental order (for clarity, provided such order is not as a result of the acts or omissions of the Party claiming a Force Majeure Event, and in the case of the Contractor, Subcontractor’s acts or omissions);

- (v) subject to Section 3.3, labour disputes; and
 - (vi) epidemics or pandemics (excluding Pandemic Conditions).
- (b) A Force Majeure Event shall not include the following events or circumstances:
- (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iii) the quantity of PPP collected or received differs from the Contractor's expectations;
 - (iv) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (v) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) If either Party is prevented or delayed in the performance of its obligations under this MSA by a Force Majeure Event, such failure to perform or delay shall be excused and neither Party shall have any liability or be entitled to any compensation as a result thereof. For greater certainty, no service level failure credits shall apply to any failure to perform, or delay caused by a Force Majeure Event.
- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CM or the Contractor shall be unable to fulfil, shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and for the duration of the Force Majeure Event CM may:
- (i) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/or
 - (ii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA may be terminated by CM at its sole discretion pursuant to Section 7.5(b)(v) with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.

- (f) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor

shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events.

7.5 Statement of Work Termination

- (a) Any termination of this MSA or any Statement of Work, in whole or in part, by CM shall be without prejudice to any other rights or remedies CM may have, subject to the terms of this MSA.
- (b) CM may terminate this MSA or any Statement of Work, in whole or in part, as follows:
 - (i) notwithstanding any other section of this MSA, if there is a Change in Applicable Law that gives rise to the Work under that Statement of Work no longer being required or necessary, as determined by CM in its sole and absolute discretion, immediately, upon written notice being provided to the Contractor;
 - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
 - (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan approved by CM in accordance with Section 5.6, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor;
 - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor; and
 - (v) if a Force Majeure Event prevents performance of the Work under a Statement of Work for a period longer than thirty (30) consecutive calendar days, except for a labour dispute pursuant to Section 3.3(b) where such period need only be longer than fifteen (15) consecutive calendar days, immediately, upon written notice being provided to the Contractor.
- (c) If CM terminates this MSA or any Statement of Work pursuant to this MSA, CM is entitled to:
 - (i) take possession immediately of all the PPP;
 - (ii) withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) recover from the Contractor, any loss, damage, and expense incurred by CM by reason of the Contractor's default which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) In the event of any termination, the Contractor shall cooperate and work with CM, and any Person identified by CM, to ensure a smooth and orderly transition.
- (e) For clarity, if CM terminates this MSA or any Statement of Work pursuant to Section 7.5(b)(i), Section 7.5(b)(iv) or Section 7.5(b)(v), then, subject to the other provisions of this MSA, CM shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.

7.6 Remedies

- (a) The rights and remedies of CM as set forth in any provision of this MSA, including Section 7.5, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or

otherwise.

- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor or its sureties from any liability remaining under this MSA.
- (c) CM may take such steps as it reasonably considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM, plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.5(c).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.7 Disputes

- (a) If there is a dispute between CM and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CM and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.8.

7.8 Arbitration

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the *Arbitration Act, RSA 2000, c A-43 ("Arbitration Act")*, as amended from time to time.
- (b) CM and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.

- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CM's receipt of the notice specified in Section 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.9 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this MSA shall be instituted in the courts of the City of Calgary, Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

This MSA will be interpreted and governed by the laws of the Province of Alberta.

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard. For avoidance of doubt, the Contractor shall be solely responsible for complying with all federal, provincial and municipal laws, regulations, policies and procedures governing the performance of the Work, as may be amended and replaced from time to time.
- (b) The Contractor shall obtain all permits, permissions, licences, and approvals required to perform the Work. The Contractor shall obtain at its own expense and shall remain in compliance with during the term of this MSA, all licences, permissions, approvals and permits required to perform the Work, and shall provide, at the request of CM, proof of all licences, approvals and permits required by governmental authorities, having jurisdiction over the Work. Further, the Contractor shall comply with all work orders that may be issued by governmental authorities. These approvals or work orders are incorporated by reference into the MSA and shall become part of the MSA, such that a breach of an approval or work order shall be deemed to be a breach of the MSA.

8.3 Assignment

This MSA enures to the benefit of and is binding upon the Contractor and CM and their successors and

permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CM, which will not be unreasonably withheld, subject to CM considering any factors or criteria determined by CM, in its sole discretion, including financial capacity, capabilities, qualifications and experience performing work similar to the Work, and Contractor will provide such information regarding potential assignees upon CM's request, and at no cost to CM.

8.4 Contractor to Make Examinations

- (a) The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this MSA was based upon such investigation and research, and that it shall make no claim against CM because of any of the estimates, statements or interpretations made by any officer or agent of CM that may be erroneous.
- (b) With the exception of Force Majeure Events or as otherwise provided in this MSA, the Contractor assumes the risk of all conditions, foreseen and unforeseen and agrees to continue to provide the Work without additional compensation under whatever circumstances may develop other than as provided herein.

8.5 Access to Records

- (a) The Contractor shall maintain full and complete books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time during business hours with no less than two (2) Business Days notice shall be open for inspection and copying for any reasonable purpose by CM. In addition, the Contractor shall maintain reporting records and billing/invoicing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing/invoicing records and all records, invoices, and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. No more than one time per calendar year, in addition to (i) any access required for compliance under the Regulation, or (ii) any audits reasonably required by CM, if an audit in the prior 24-months has identified material discrepancies, CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review such records during business hours, upon two (2) Business Days' notice. For clarity, CM is not entitled to review the Contractor's financial records relating to its labour costs or other expenditures related to the Work under the MSA or any Statement of Work.
- (b) The Contractor shall make available copies of certified weigh scale records for PPP collected under this MSA on request within two (2) Business Days of the request by CM. The weigh scale records may be requested for any period during the term of this MSA.

All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA and for at least five (5) years thereafter.

8.6 Insurance

- (a) Without limiting the other obligations of the Contractor in this MSA, the Contractor shall at its own

expense obtain and maintain for the term of this MSA:

- (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CM as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses. Such insurance shall be in a form acceptable to CM and shall not allow subrogation claims by the insurer against CM.
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per incident on forms meeting statutory requirements covering all owned, non- owned, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage.
 - (iii) The Contractor shall insure all Equipment used for the performance of the Work under this MSA. Such insurance shall be in a form acceptable to CM and shall not allow subrogation claims by the insurer against CM.
 - (iv) Environmental impairment liability insurance (on a claim made or occurrence made basis) covering the work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, personal injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work.
- (b) The Contractor shall not commence work until original certificates including, but not necessarily limited to, the additional insureds endorsement, evidencing the insurance requirements of the Contractor, have been filed and accepted by CM.
- (c) Any deductibles or self-insured retentions must be declared to and accepted by CM. In the event the deductibles or self-insured retentions are not acceptable to CM, CM reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses. For clarity, the Contractor shall pay all deductibles incurred during the term of this MSA at its own expense.
- (d) The insurance policies required by this Section 8.6 (except for Equipment insurance) are to contain, or be endorsed to contain, the following provisions:
- (i) The Contractor's insurance coverage shall be the primary insurance with respect to CM and CM's officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it;
 - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
 - (iii) Policies for the above must be kept continuous throughout the term of this MSA. If any of the above policies are being cancelled or expiring, the Contractor shall notify CM in writing at least sixty (60) calendar days prior to the effective date of cancellation or expiry. The Contractor

shall notify CM in writing at least sixty (60) calendar days prior to the effective date of the new policy replacing another policy. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.

- (e) If the Contractor fails to provide or maintain insurance as required herein or elsewhere in this MSA, then CM shall have the right but not the obligation to provide and maintain such insurance and give evidence thereof to the Contractor. CM's cost thereof shall be payable by the Contractor to CM on demand and CM may recover this amount in accordance with Section 6.5.
- (f) The Contractor shall cause all Subcontractors to obtain and maintain the same insurance requirements as stated herein for the Contractor.

8.7 Changes to MSA

- (a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of any change to this MSA, including any Statement of Work, unless or until the Parties have reached agreement in writing and the Parties have entered into a Change Order in respect of such change.

8.8 Change Management

- (a) CM shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("**Change Notice**"). Without limiting the foregoing, CM may issue a Change Notice.
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "**Cost Estimate**"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CM within a period of fifteen (15) Business Days or other timeline agreed to with CM in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA, including any requirements of this MSA that would apply to the change in the Work and for which there could be a breach if the change in the Work was implemented;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
 - (iv) Any potential or actual change in the Contractor's costs.
- (d) As soon as practicable after CM receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used commercially reasonable efforts, such as (where practicable) the use of competitive quotes with its Subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been

determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CM, acting reasonably.

- (e) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work in a written document ("**Change Order**") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CM that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (f) Unless the Parties agree to a different implementation timeframe, in writing, any Change Order shall be implemented within fifteen (15) Business Days after the Change Order is signed by both Parties.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any Subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (h) Contractor's Proposed Change in the Work:
 - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with the following information and details in writing:
 - (A) A description of the proposed change in the Work in sufficient detail, to enable CM to evaluate it in full;
 - (B) Reasons in support of the Contractor's proposed change in Work;
 - (C) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - (D) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change);
 - (E) Identify an appropriate timeframe for the implementation of the change in Work; and
 - (F) Any other information CM may request, acting reasonably.
 - (ii) CM agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
 - (A) A change in the Contract Price will occur;
 - (B) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - (C) The change will interfere with any relationship of CM with third parties;
 - (D) The financial strength of the Contractor is sufficient to perform the change; and

- (E) The change materially affects the risks or costs to which CM is exposed.
- (iii) If CM accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA, including an appropriate timeframe for the implementation of the change in the Work. Where CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
- (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
- (v) Unless CM specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor and accepted by CM that causes or that is expected to cause the Contractor's costs or any Subcontractor's costs to decrease shall be treated as a benefit with expectation that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

8.9 Conflicts and Omissions

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated and which would typically be performed by a contractor performing work similar to the Work in the relevant location, which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.

8.10 Duty to Notify and Crisis Management

- (a) If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall immediately after becoming aware of same, notify CM, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CM to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.
- (b) The Contractor must have the appropriate crisis management protocols and procedures in place to manage an operational, reputational, or other crisis related incident and share these plans with CM

upon the execution of this agreement. CM will review such plans and may request modification to ensure alignment with its crisis management protocols and procedures.

8.11 Intellectual Property

- (a) Subject to Section 8.11(b) of this MSA, all Collection Data and reports submitted by the Contractor under this MSA (including any Intellectual Property Rights residing therein) (collectively, "**Documentation**"), are the property of CM.
- (b) CM acknowledges and agrees that any Documentation, regardless of whether the property of CM pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations required by Applicable Laws or imposed by governmental authorities. Where such requirements imposed on the Contractor conflict with requirements that CM may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the Parties will cooperate fully in resolving the matter.
- (c) Contractor shall only use and copy the Documentation as is necessary to perform the Work in accordance with this MSA. The issue or availability of the Documentation does not confer a licence or grant of any Intellectual Property Rights for any other purpose.
- (d) Title to and all property right, title and interest in the Documentation shall transfer and are hereby assigned to CM free and clear of all encumbrances upon CM making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CM shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation in accordance with the terms of this MSA. The Contractor shall, if so requested, at any time or times, execute such documents and perform such acts as may be required to fully and effectively assure CM, or any third party, the rights referred to in this Section 8.11(e).
- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavour to obtain from all of the Subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Documentation (including any Intellectual Property Rights therein or related thereto) to CM.
- (g) The Contractor acknowledges and agrees that CM shall be entitled to use and otherwise exploit the Documentation without restriction.
- (h) Notwithstanding any other provision of this Section 8.11, the Contractor shall not relinquish any of the Contractor Proprietary IP as a result of the Work provided under this MSA or the delivery of any Documentation. Any Documentation submitted by the Contractor under this MSA shall not be required to include Contractor Proprietary IP unless necessary for CM to administer this MSA and/or comply with Applicable Laws. Without limiting Section 8.12, the Contractor grants CM a limited license to use Contractor Proprietary IP, during the term of this MSA and for five (5) years immediately following the expiry or termination of this MSA, only to the extent required to administer this MSA (including, as applicable, preparation and use of the Work Report for the Month) and comply with Applicable Laws. Except for the limited license provided in the foregoing sentence, nothing in this MSA grants to CM any right, title or interest in and to the Contractor Proprietary IP and all Contractor Proprietary IP shall be exclusively owned by the Contractor.

8.12 Confidentiality Covenant

- (a) "**Confidential Information**" means information of or relating to a party (the "**Disclosing Party**") that

is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Notwithstanding the foregoing, except with respect to any information about an identifiable individual (including information that could alone or in combination with other information, identify an individual) ("**Personal Information**"), Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws.

- (b) The Receiving Party shall:
- (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) only collect, use, disclose, store, retain, copy or reproduce Confidential Information for the purpose of exercising or performing its rights or obligations under this MSA;
 - (iii) limit access to any Confidential Information to employees, authorized agents, affiliates, representatives or subcontractors of the Receiving Party (collectively, "**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized access, use or disclosure at a comparable level to what is required under Applicable Laws and this MSA; and
 - (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party. However, the Parties may retain one (1) copy of the MSA and any Statements of Work under the MSA solely for their internal purposes, provided that the confidentiality obligations of the Receiving Party under this MSA shall continue to apply in respect of such documents retained by the Receiving Party.
- (e) Without limitation to this Section 8.12, the Parties acknowledge that the nature of the Work is not intended to grant Contractor direct access to Personal Information. In the event that Contractor has access to any Personal Information (with the exception of business contact information of CM and its representatives), any such access would be incidental. To the extent that Contractor has incidental access to Personal Information, Contractor will ensure that such Personal Information will (i) not be used or disclosed for any purpose; (ii) be handled in accordance with Applicable Laws relating to privacy, confidentiality, security, and anti-spam; and (iii) otherwise be treated as

Confidential Information in accordance with the provisions of this Section 8.12.

- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.13 Severability

- (a) If, for any reason, any part, term, or provision of this MSA is held by a court of the Province of Alberta to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MSA did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Alberta or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.14 Survival

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.3 (Responsibility for Damages/Indemnification), Section 7.5 (Statement of Work Termination), Section 8.11 (Intellectual Property) and Section 8.12 (Confidentiality Covenant).

8.15 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

8.16 Revisions to this MSA

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CM may propose any revisions to this MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "**Communications**"), and CM will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall not take effect unless and until the Parties have executed a Change Order, if any, related to such Communications. CM shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.17 Counterparts

This MSA may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this MSA may be executed by electronic signature. CM and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect

to this MSA.

8.18 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email twenty-four (24) hours after confirmation of email transmission.

To CM:

Circular Materials
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Managing Director - Alberta
Email: procurement@circularmaterials.ca

To Contractor:

[Contractor]
[Address Line 1]
[Address Line 2]
Attention: [●]
Email: [●]

ARTICLE 9 MSA SCHEDULES

9.1 MSA Schedules

- (a) Attached to and forming an integral part of this MSA are the following schedules:
- (i) Schedule A – Statement of Work;
 - (ii) Schedule B – Supplier Code of Conduct;
 - (iii) Schedule C – RFP; and
 - (iv) Schedule D – Contractor's Response to RFP.

IN WITNESS WHEREOF, the terms and conditions of this Master Services Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

[CONTRACTOR]

By: _____

Name:

Title:

By: _____

Name:

Title:

I have authority to bind Contractor.

CIRCULAR MATERIALS

By: _____

Name:

Title:

I have authority to bind CM.

ATTACHMENT TO SCHEDULE A

STATEMENT OF WORK FOR CONTRACTOR CURBSIDE COLLECTION

For

MASTER SERVICES AGREEMENT

Number 2025-00-[●]



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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: [●]

This statement of work ("**Statement of Work**") is incorporated into and forms part of the Master Services Agreement ("**MSA**"), made as of [●] between [Contractor], a [●], having a place of business at [●] ("**Contractor**") and Circular Materials., a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto, Ontario, M4V 1K6 ("**CM**"), and with the Contractor, each a "**Party**" and collectively the "**Parties**", with an effective date of [●] ("**Statement of Work Effective Date**").

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms, and conditions as stipulated in the MSA, as follows:

1. Beginning on the earliest Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Statement of Work, including collecting PPP and delivering the PPP to a Receiving Facility, for all Single-Family Dwellings and Multiple-Family Dwellings located within the applicable Registered Community listed in Exhibit 5. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Stop located within a Registered Community listed in Exhibit 5 on the applicable Service Commencement Date even if such Eligible Stop is not included in the number of Stops listed in Exhibit 2 or referenced in Exhibit 3.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Service Commencement Date listed in Exhibit 5 until September 30, 2033. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "**SoW Term**".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 7, which excludes applicable taxes. Applicable taxes are payable by CM to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA or this Statement of Work in accordance with Section 7.5 of the MSA, CM shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date, plus, as applicable, Early Termination Fees. For the purposes of clarity, CM shall not be liable to make any other payments in connection with this Statement of Work resulting from such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Stops;
 - iii. Exhibit 3 – Multiple-Family Dwellings;
 - iv. Exhibit 4 – Record Keeping and Reporting Requirements;
 - v. Exhibit 5 – Service Commencement Dates, PPP Streams and Type of Collection

- vi. Container by Registered Community;
- vii. Exhibit 6 – Locations of Receiving Facilities;
- viii. Exhibit 7 – Compensation;
- ix. Exhibit 8 – Form of Record of Inquiries, Complaints and Complaint Resolutions; and
Exhibit 9: PPP to be Collected.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the terms and conditions of this Statement of Work are acknowledged and agreed to by the Parties as of the date first listed above.

[Contractor]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

We have authority to bind the Contractor.

Circular Materials

By: _____
Name: _____
Title: _____

I have authority to bind CM.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

"COLLECTION CONTAINER STANDARDS" means the Common Collection System Collection Container Standards for PPP containers, as amended from time to time.

"COLLECTION SERVICES" means the Work required by this Statement of Work.

"HAZARDOUS WASTE" means a hazardous or special product as set out in the Regulation.

"MULTIPLE-FAMILY DWELLINGS" means, collectively, (i) Multiple-Family Dwellings as defined in the Regulation, and (ii) locations agreed by the Parties to be Multiple-Family Dwellings for the purposes of the MSA (including the locations referred to in Exhibit 3).

"NEW RESIDENTIAL PREMISES" means new Residential Premises as agreed to by the Parties for the purposes of this MSA.

"NON-PPP" means material that is not PPP.

"NON-COMPLIANT" means PPP that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-PPP material;
- (ii) PPP not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

"PPP" means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation, except in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

"RECEIVING FACILITY" or **"RF"** means a facility that accepts PPP from a Contractor acting on behalf of CM.

"REGISTERED COMMUNITY" means a community which has registered with the Alberta Recycling Management Authority (ARMA) in accordance with ARMA's Bylaws.

"RESIDENTIAL PREMISES" means single-family dwellings and multiple-family dwellings but does not include institutional accommodations or visitor accommodations.

"SINGLE-FAMILY DWELLINGS" means, collectively, (i) Single-Family Dwellings as defined in the Regulation and (ii) locations agreed by the Parties to be Single-Family Dwellings for the purposes of the MSA (including the locations referred to in Exhibit 2).

"SINGLE STREAM" means Fibre Stream and Container Stream materials combined.

"SOW TERM" has the meaning set out in recitals to this Statement of Work.

"SPECIAL NEEDS DWELLINGS" has the meaning set out in Section 3.2(a) of Exhibit 1 to this Statement of Work.

"STATEMENT OF WORK EFFECTIVE DATE" has the meaning set out in the recitals to this Statement of Work.

"STOPS" means, collectively, the number of Single-Family Dwellings and Multiple-Family Dwellings.

"VALUATION TYPE" or **"VALTYPE"** means the source of PPP including one of, or a combination of more than one of, Single-Family Dwellings and Multiple-Family Dwellings. The ValType shall be recorded on weigh scale tickets at an RF.

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for PPP from Residential Premises, in a manner that meets or exceeds the standard, frequency, level, scope and quality of collection services the Residential Premises (or, for a New Residential Premises, a similar and equivalent Residential Premises) received immediately prior to the Service Commencement Date. The Contractor shall also comply with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of Sections 16, 17 and 18 of the Regulation.
- (c) The Contractor shall retain responsibility for, and control of, PPP from the point of collection through to delivery to an RF. Should PPP be lost or damaged during the act of collecting and transporting to the RF, the value of same shall be the responsibility of the Contractor. CM will determine the value of such lost or damaged PPP and will deduct the value from payments due to the Contractor.
- (d) Any proposed changes to collection schedules, recycling collection containers, or any other details related to the collection process must receive prior written approval from Circular Materials ("CM"). This includes, but is not limited to, alterations in the frequency, timing, or method of collection, as well as any modifications to the type, size, or design of recycling containers provided to residents.
- (e) Requests for approval of such changes must be submitted in writing to CM at least 180 business days before the intended implementation of the changes. CM reserves the right to review, approve, or deny any proposed changes to ensure program objectives, standards and regulatory compliance.
- (f) No changes may be implemented without receiving written consent from CM. Unauthorized changes may result in the suspension of the agreement and/or legal action.
- (g) CM shall not be obligated to join or instigate litigation to protect the rights of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

ARTICLE 3 SERVICE PROVISION

3.1 Set-Out Location

- (a) The Contractor shall provide curbside Collection Services for PPP from all Residential Premises that set out garbage at curbside in a Registered Community listed in Exhibit 5. Where the location of the curbside containers is not obvious, as may be the case with Multiple-Family Dwellings, the Contractor shall be responsible for arranging with each Multiple-Family Dwelling to determine the collection point for PPP at the property.
- (b) The Contractor shall provide containerized Collection Services for PPP from all Residential Premises that set out PPP in locations other than curbside in a Registered Community listed in Exhibit 5. The set-out locations will vary by Residential Premises. The Contractor shall work with the specific Residential Premises to determine the optimal set-out location of the recycling containers, which best meets the needs of the Residential Premises and the Contractor.

3.2 Special-Needs Residents Provisions

- (a) The Contractor shall provide Collection Services to Single-Family Dwelling customers, included as Stops in Table 2 of Exhibit 2, who have difficulties placing their containers at the curb for collection ("**Special Needs Dwellings**"). The Contractor shall pick up containers from the front, side or back of the dwelling whereupon the Contractor will empty the containers and replace them in their original location.
- (b) CM may, in its discretion, change the number of Stops for Special Needs Dwellings recorded in Table 2 of Exhibit 2 and in making such change shall use qualification criteria that comply with all local, provincial, and federal regulations, are consistent with the Registered Community's policies and meet the needs of the Registered Community's special-needs residents.
- (c) In the event the Contractor believes that providing a special-arrangement service for a Special Needs Dwelling is impractical due to distance or unsafe conditions, the Contractor may request CM evaluate on-site conditions and determine the best approach for providing safe and appropriate service to the customer. CM's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

3.3 Unimproved Public Streets and Private Roads

- (a) Residential Premises located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if PPP is set out adjacent to a public street or private road.
- (b) In the event the Contractor believes that a private road cannot be safely navigated due to unsafe conditions, the Contractor may request CM evaluate on-site conditions and determine the best approach for providing safe and appropriate service to the Residential Premises. CM's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.
- (c) If the Contractor believes that there is a probability of private road damage, the Contractor shall inform CM who will then reach out to the respective Residential Premises and may

require a damage waiver agreement or may decline to provide service on the private road.

3.4 Addition or Removal of Residential Premises

- (a) Notwithstanding Section 8.8 of the MSA, CM and the Contractor may make changes of a minor nature to this Statement of Work to add New Single-Family Dwellings or New Multiple-Family Dwellings or remove existing Single-Family Dwellings or Multiple-Family Dwellings, and make related revisions to the relevant exhibits, by amendment. If CM considers, in its sole discretion, such proposed changes to be of a material nature, the change management process in Section 8.8 of the MSA shall apply.

3.5 Working Days and Hours of Operation for the Collection Services

- (a) The Contractor shall perform curbside Collection Services between the hours of 7:00 a.m. and 6:00 p.m. unless (i) the hours for collection services for a Registered Community immediately prior to the applicable Service Commencement Date are different, then during such different hours or (ii) otherwise approved by CM.
- (b) Curbside Collection from each Residential Premises receiving curbside Collection Services shall take place on the same day and on the same schedule that the Residential Premises, or a similar Residential Premises for a New Residential Premises, received curbside collection of PPP immediately prior to the Registered Community's Service Commencement Date, including a rescheduled collection, unless otherwise approved by CM.
- (c) **"Statutory Holiday"** means:
 - (i) New Year's Day
 - (ii) Alberta Family Day
 - (iii) Good Friday
 - (iv) Victoria Day
 - (v) Canada Day
 - (vi) Labour Day
 - (vii) Thanksgiving Day
 - (viii) Remembrance Day
 - (ix) Christmas Day
- (d) There shall be no collection of PPP by the Contractor on Statutory Holidays unless the Residential Premises was receiving collection services on Statutory Holidays immediately prior to the applicable Service Commencement Date or unless the Contractor is otherwise directed to do so by CM or as required by Section 3.5(b) of this Exhibit 1.
- (e) The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost for any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA.

3.6 Collection Vehicles

- (a) The Contractor shall always provide enough Collection Vehicles to complete the Work in accordance with the schedule for the Work. The Collection Vehicles will be properly maintained and equipped to provide the level of services specified in or required by the MSA.
- (b) Without limiting the generality of any other provision in the MSA, the Contractor shall

provide the required number of Collection Vehicles to perform the Work for the Registered Communities listed in Exhibit 5. The Collection Vehicles shall have a fully enclosed body of sufficient capacity and strength, capable of loading, compacting and mechanically unloading all PPP, and designed to contain any debris and liquid from the PPP. The body of Collection Vehicles shall be mounted on an adequate truck chassis.

- (c) All Collection vehicles and all parts and systems of all Collection Vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to CM.
- (d) Under no circumstances shall Collection Vehicles used in carrying out the Work under this Statement of Work engage in collection of PPP from any source that is not a Residential Premises, including a business.
- (e) Compaction on the Collection Vehicles shall not exceed a ratio of 2.5:1, including on either compartment of split body trucks. Compaction will be measured based on weigh scale data in relation to Collection Vehicle capacity.
- (f) Collection Vehicles must be equipped with a GPS tracking system, CM will be provided access to the web-based interface. Collection vehicles must have cameras on the side and hopper. Photographic evidence must be made available on request.
- (g) If a new home is added to the collection system, photographic evidence is required in addition to updating household counts in Circular Materials data entry portal.
- (h) All Collection Vehicles shall be painted the corporate color of the Contractor or approved Subcontractor undertaking the Work.
- (i) A permanent numbering system and the Contractor's, or a Subcontractor's, company name will be stenciled on the cab of all Collection Vehicles to accommodate the necessary tracking system for vehicles entering a RF.
- (j) In the event of a Collection Vehicle breakdown, the Contractor will supply, at its own expense and without any unreasonable delay, sufficient alternative Collection Vehicles to complete the required Work.
- (k) If Contractor is in breach of its obligations under this Statement of Work and such breach is attributable to a decrease in vehicles allocated to the Work, and Contractor has not put in place a contingency plan to the reasonable satisfaction of CM, CM may require the Contractor at any time after the Statement of Work Effective Date to increase the number of Collection Vehicles dedicated to the performance of this Statement of Work to a number which will alleviate complaints received from Residential Premises within a Registered Community listed in Exhibit 5. For clarity, any additional vehicles will be required to meet requirements for Collection Vehicles under the MSA.
- (l) The Contractor shall keep the side body panels of all Collection Vehicles used for this Statement of Work free of advertising. CM may require the Contractor to post signs or logos proclaiming messages of public interest as approved by CM or to promote any aspect of the Collection Services being delivered by CM on the side body panels of any Collection Vehicle, subject to reasonable notice and reasonable approval by the Contractor. Any such signage or logos shall be provided by CM at CM's cost and installed by the Contractor at no cost to CM, no more than once in any twelve (12) month period.
- (m) The Contractor will ensure that Collection Vehicles, including Single Stream,

compartments of Collection Vehicles, are washed with a cleaning solution on a regular basis provided temperatures are above minus ten Celsius.

- (n) The Contractor will not allow or cause any Collection Vehicles to be loaded beyond the legal limits as specified in the manufacturer's specifications, (Alberta) Traffic Safety Act or in any other Applicable Law. The Contractor will be responsible for all consequences of Collection Vehicle overloading.
- (o) Where Collection Vehicles used by the Contractor are demonstrated to cause damage to any public or private property or roadway, CM may direct the Contractor to make commercially reasonable changes or substitutions for such Collection Vehicles at the Contractor's own expense.
- (p) Prior to a Service Commencement Date, the Contractor will obtain and pay for all permits or licenses necessary to perform the Work required by this Statement of Work in accordance with all Applicable Law. The Contractor shall maintain all such licenses and permits throughout the SoW Term and shall provide copies to CM forthwith upon request.
- (q) In addition to all legally required safety equipment, all Collection Vehicles shall be equipped with Alberta Department of Transportation and Economic Corridors approved back up alert signals, a minimum of one flashing amber caution light mounted on the rear, and a two-way radio.
- (r) The Contractor shall ensure that all Collection Vehicles are equipped with a broom, shovel, and supply of absorbent agents for the purpose of cleaning up any spills and safely disposing of all spilled liquid or debris. The Contractor will immediately clean up all spills of liquid or debris, at its own expense, except as set out below, and notify CM within two (2) hours for regular spills, including PPP, and one (1) hour for spills of pollutants, including hydraulic oil, engine oil and any other type of oil or fuel, or as soon as reasonably practical. Contractor will keep accurate and complete records of each occurrence of spillage and of its clean up, including photographs, and will make such records available to CM on request, and, if requested by CM, as part of a regular report to be delivered with such frequency as requested by CM (but not more frequently than weekly). Contractor expressly acknowledges that CM shall not be responsible for any violations of Applicable Law that may result from such spillage unless such violation is attributable to any act or omission of CM or its officers, agents, servants, employees or licensees. The Contractor shall pay all costs related to such clean up and safe disposal unless a spill was so caused by CM or CM reasonably determines a spill was caused by a PCF OR RCT operator (other than Contractor or its affiliates), in which event the Contractor may invoice CM for its reasonably incurred costs related to such clean up and safe disposal.
- (s) Without limiting Section 3.6(r) of this Exhibit 1, any discharge of liquid Hazardous Waste or oils that may occur will be promptly cleaned up and removed by Contractor and will be remediated by Contractor at its sole expense. Contractor will comply with all Applicable Laws in respect of ground water or drainage systems safety and standards. In the event of a reportable spill or the disposal of pollutants and spill clean-up materials, the Contractor shall immediately notify the Ministry of Environment and Protected Areas Environmental Response Line, 24 hours per day, seven days a week, at Toll-free: 1-800-222-6514.
- (t) Collection Vehicles shall be equipped to protect workers from any pinch point during the packing cycle operation consistent with Alberta Ministry of Skilled Trades and Professions guidelines.
- (u) The Contractor shall be responsible for maintenance, repair and all other costs of the

Collection Vehicles, including, but not limited to fuel, licensing, insurance, washing and storage. The Contractor is obliged to maintain Collection Vehicles in good order. Where, in the opinion of CM, acting reasonably, the condition of any Collection Vehicle is not considered safe for use, the Contractor will, upon the written order of CM, carry out the Work without the use of such Collection Vehicle and no allowance will be made to the Contractor resulting from such restriction. The Contractor shall provide a replacement Collection Vehicle meeting all safety standards as outlined herein and the other requirements of the MSA.

- (v) The Contractor will maintain or have access to sufficient spare Collection Vehicles for use in the event of Collection Vehicle breakdown. All spare Collection vehicles and all parts and systems of all spare Collection Vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to CM. Spare Collection Vehicles may not be utilized for more than seventy-five (75) calendar days in any year other than the final year of the SoW Term.
- (w) Prior to commencement of the Work under this Statement of Work, the Contractor will provide CM with customary documentation required under Applicable Law showing that Contractor's Collection Vehicles, including spare Collection Vehicles, have been maintained to all regulated safety standards and the other requirements of the MSA.
- (x) The Contractor shall hold a valid Operating Authority Certificate (OAC), including a Safety Fitness Certificate for each vehicle, and shall ensure the Contractor passes the semi-annual Commercial Vehicle Inspection Program. The Contractor shall ensure all Collection Vehicles display the appropriate Safety Fitness Certificate decal and all Alberta Environment and Protected Areas Compliance Approval registration numbering, and any other markings/identifiers as required by applicable codes, standards, regulations, and Applicable Law. The Contractor agrees and acknowledges if the Contractor loses its Operating Authority Certificate, such loss will materially imperil its ability to carry out the Work. The Contractor shall provide a copy of the OAC and a current abstract of valid Collection Vehicles including decal information:
 - (i) A minimum of fourteen (14) calendar days prior to the Statement of Work Effective Date;
 - (ii) annually for the SoW Term; and
 - (iii) immediately upon any change to the Contractor's OAC or status of a Collection Vehicle.
- (y) For all Collection Vehicles, a minimum of fourteen (14) calendar days prior to the Statement of Work Effective Date and annually for the SoW Term, the Contractor must demonstrate:
 - (i) compliance with Safety Fitness Certification;
 - (ii) compliance with mandatory commercial vehicle inspections; and
 - (iii) operation and maintenance in accordance with the current standards of the Alberta Transportation and Economic Corridors.
- (z) For all Collection Vehicles used in the performance of Work, a minimum of fourteen (14) calendar days prior to the Statement of Work Effective Date and annually for the SoW Term, the Contractor will supply to CM vehicle identification numbers, license plate numbers, age and ownership information. Should any Collection Vehicle breakdown occur during performance of the Work, the Contractor shall immediately notify CM of the

Collection Vehicle identification number and license plate number of the replacement Collection Vehicle where a Collection Vehicle other than a Collection Vehicle already reported to CM is being used.

- (aa) For all Collection Vehicle operators used in the performance of Work, a minimum of fourteen (14) calendar days prior to the Statement of Work Effective Date, the Contactor will maintain a record of Collection Vehicle operator information which will be available for review by CM upon request. Collection Vehicle operation information includes (to the extent permitted under Applicable Law, including privacy laws) the names, license numbers (confirming a minimum of a Class 3Q license), driver abstracts (current to within three (3) months) and evidence of compliance with Alberta Transportation and Economic Corridors regulations, as applicable, for operator training and Equipment operation.
- (aa) Collection Vehicles will utilize a unique identifier (e.g., a QR code) which may be assigned by CM.
- (bb) Should any Collection Vehicle information reported pursuant to Sections 3.6(x) and 3.6(y) of this Exhibit 1, change during performance of the Work, the Contractor shall immediately notify CM of the change and provide updated information.

3.7 PPP to be Collected

- (a) The Contractor will collect the PPP from Residential Premises that are placed in CM-approved containers (including both Contractor-provided and customer-owned containers).
- (b) The Contractor will not scavenge or permit its employees or Subcontractors to scavenge any PPP that has been set out for collection during Contractor's performance of the Work.
- (c) The Contractor will use reasonable commercial efforts to reduce the quantity of Non-PPP in collected PPP to no more than four percent (4%) by weight.
- (d) If the average amount of Non-PPP collected from Residential Premises in a Registered Community in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and submit to CM a plan that includes identification of sources of Non-PPP and strategies and supporting measures to mitigate the amounts of Non-PPP. The Contractor will implement the plan and provide quarterly reporting to CM detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CM to establish additional changes and to adopt best practices recommended by CM.
- (e) The Contractor will establish commercially reasonable processes to attempt to minimize the collection of PPP that contains Hazardous Waste.
- (f) PPP is to be collected from Residential Premises in the Registered Communities listed in Exhibit 5 in a Single Stream as listed in Exhibit 5.

3.8 PPP from Other Sources

The Contractor shall keep separate, and maintain separation of, PPP from Residential Premises and PPP from any other source.

3.9 Collection Containers

- (a) Where a Registered Community utilizes carts as a collection container as set out in Exhibit 5, the Contractor shall, as of the Service Commencement Date, either:
 - (i) arrange with the Registered Community for Residential Premises to use carts previously provided by the Registered Community; or
 - (ii) provide new carts to Residential Premises whereby cart type, configuration and decals or hot stamps must be approved in writing by CM.
- (b) The carts provided under Section 3.9(a) shall not become the property of Contractor and shall remain at the Residential Premises upon the expiry of the Statement of Work.
- (c) Where Residential Premises utilize front end containers as a collection container, the Contractor shall, at its expense, provide appropriate front-end containers taking into consideration the quantity of PPP to be collected, the Contractor's collection schedule, the Contractor's Collection Vehicle, how PPP is managed at the Residential Premises and the location where the front-end container is placed.
- (d) Front end containers provided under Section 3.9(c) shall be the property of the Contractor and shall be removed from the Residential Premises upon the expiry of the Statement of Work.
- (e) The Contractor is responsible for replacing or repairing a damaged or missing collection container, including carts, and front-end containers if utilized by Residential Premises, when requested by a Residential Premises within two (2) Business Days provided that the damaged container is no longer suitable for use. Carts and boxes will comply with the Collection Container Standards. All end-of-life collection containers must be recycled.
- (f) The Contractor is responsible for providing collection containers, including carts, and front-end containers if utilized by Residential Premises in a Registered Community, for similar New Residential Premises in the Registered Community. Carts will comply with the Collection Container Standards.

3.10 Routing

- (a) By no later than ninety (90) calendar days prior to the Service Commencement Date for each Registered Community, the Contractor shall submit to CM, for approval in its discretion, a complete list of the proposed daily collection routes expected to be utilized in the Registered Community on the Service Commencement Date. Each collection route shall be identified by a number and the list of collection routes shall cover a normal collection cycle's operation showing the number of Collection Vehicles and employees per route and the collection day of each route.
- (b) No change in a collection route or a collection route's collection day may be made without the written approval of CM.
- (c) Unless otherwise agreed to by CM in writing, where the Contractor requests and receives approval from CM for a collection route or a collection route's collection day, including pursuant to Section 3.10(a), or any change thereto, the Contractor shall notify all persons affected at least one (1) month prior to implementation of the approved collection route or collection route's collection day (or any change thereto) by door-to-door delivery of a notice, subject to prior written approval of the notice by CM, and by an advertisement placed in all newspapers local to the affected area, subject to prior written approval of the advertisement by CM. The notices and advertisements shall be at the

Contractor's expense.

3.11 Missed Collections

- (a) The Contractor shall collect one hundred percent (100) of the PPP set out on each approved collection route on the approved collection day in each Registered Community.
- (b) The failure of the Contractor to collect PPP in accordance with a collection route approved by CM shall be considered a missed collection. If notified of, or if the Contractor otherwise becomes aware of, a missed collection by 2 p.m. on the scheduled day of collection, the Contractor shall rectify the missed collection by collecting the PPP missed that same day, otherwise the PPP shall be collected on the next Business Day.
- (c) If the Contractor encounters any impassable obstruction, including utilities or other contractors working on the traveled portion of the collection route, the Contractor will notify CM immediately of the location and will return at least once that day at a mutually agreeable time, to collect the set-out PPP. Without limiting the generality of the foregoing, the following are not considered to be impassable obstructions:
 - (i) parked vehicles;
 - (ii) moving vans;
 - (iii) snowbanks;
 - (iv) overground flooding of less than twenty (20) centimetres; and/or
 - (v) ditches.

3.12 Non-Compliant Material

If the Contractor visually identifies Non-PPP in the PPP set out for collection, the Contractor shall place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance.

3.13 Unloading PPP

- (a) The locations of the RF(s) for each Registered Community are set out in Exhibit 6.
- (b) Contractor will deliver all collected PPP to the RF set out in Exhibit 6. The Contractor will not release PPP to anyone other than the specified RF or dispose of any collected PPP without prior written authorization from CM.
- (c) Delivery to an RF shall adhere to the following steps:
 - (i) The inbound Collection Vehicle shall pass over the weigh scale without exception. The operator of the Collection Vehicle must provide information such that a weigh scale ticket with all required data can be generated.
 - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. PPP, as Single Stream, must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instructions from the tipping floor supervisor and only empty when permitted.
 - (iii) If Collection Vehicles have more than one compartment and are carrying Single-Stream PPP co-collected with another type of waste, selected Collection Vehicles will be directed to return to the weigh scale after emptying the first

compartment to get a split weight (estimated 10% of Collection Vehicles by Registered Community will be directed to split weigh). After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weigh scale to obtain a tare weight.

- (iv) If a Collection Vehicle has more than one compartment, the Collection Vehicle must fully empty all compartments on every trip to the RF. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Collection Vehicle operator shall not clean out the Collection Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa.
 - (v) If a Collection Vehicle has more than one compartment, PPP and another type of waste and experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate materials in each compartment.
 - (vi) Every Collection Vehicle must have a tare weight taken once every two months without exception, available to CM upon request. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered.
 - (vii) In the event an RF is unable to accept PPP from a Collection Vehicle, the Contractor shall immediately notify CM and the Collection Vehicle shall proceed to another RF as directed by CM.
- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of PPP.

3.14 Inspections

- (a) The Contractor is responsible for ensuring the following:
 - (i) One hundred percent (100%) of PPP has been collected in the manner required by the MSA and this Statement of Work;
 - (ii) All collection containers are being returned to their correct location;
 - (iii) Collection Vehicle operators are wearing appropriate safety equipment and otherwise observing all applicable occupational health and safety laws;
 - (iv) Collection Vehicles are not speeding, obeying all traffic laws, and being operated in accordance with Applicable Law;
 - (v) Claims of damage to containers are resolved within five (5) Business Days or within such longer period of time as may be agreed between the Contractor and CM, provided that a damaged container that is no longer suitable for use is replaced within two (2) Business Days;
 - (vi) Claims of damage to property (other than containers) are resolved within thirty (30) calendar days or in respect of claims covered by insurance such reasonable period of time as is required to process the insurance claim, or within such longer period of time as may be agreed between the Contractor and CM; and

- (vii) CM is informed daily of all incidents, problems, complaints, and corrective actions taken daily.
- (b) The Contractor shall permit CM to sample material delivered by Collection Vehicles to a RF. The process will be as follows:
 - (i) Each month, CM will provide each RF with a list of Collection Vehicles by day, time and Residential Premises from which samples will be taken.
 - (ii) The number of Collection Vehicles to be sampled will be pro-rated by the tonnage of material being collected from each type of Residential Premises.
 - (iii) When a Collection Vehicle arrives at the RF, if it is identified as a Collection Vehicle to be sampled, the weigh scale operator will direct the Collection Vehicle to a separate tipping area.
 - (iv) The Collection Vehicle operator will carefully empty the contents into a pile such that the material does not touch any other material on the tipping floor.
 - (v) The Collection Vehicle operator will empty the other compartment onto the appropriate area of the tipping floor.
 - (vi) No Collection Vehicle will be asked to split weigh and be directed to take an audit sample on the same inbound trip.

3.15 Customer Service

- (a) The Contractor shall provide a dedicated email and telephone number for the public, which must have the capability of transferring calls between the Contractor's telephone system and CM's telephone system. The Contractor shall also provide CM with contact information, including telephone numbers and email addresses, to facilitate communication between the Contractor, its supervisor, and CM.
- (b) The Contractor shall maintain on all days when Work is performed, during the hours of 7:00 a.m. to 6:00 p.m. MST, a call centre with sufficient staff and facilities, determined at the sole discretion of CM, including a two-way radio and digital scanner, to receive, record and resolve complaints and inquiries from Residential Premises, Registered Communities, and CM via telephone, email and live-chat/instant messages. Contractor shall respond to complaints and inquiries from customers and for each complaint or inquiry received, the Contractor shall create a record of the time and date received, the name of the person, a telephone number and/or email address, the nature of the complaint or inquiry and the corrective action to address each complaint.
- (c) The Contractor shall investigate all complaints and answer all inquiries on the same day they are received by the call centre. A copy of the record for all complaints, inquiries and complaint resolutions, as described in Section 3.15(b) of this Exhibit 1, shall be delivered to CM substantially in the form provided in Exhibit 8.
- (d) The Contractor shall provide CM with a copy of each claim for damage received, where damages have been sustained in relation to this Statement of Work, within two (2) Business Days of receipt of the claims and written confirmation that all claims for damage were resolved within thirty (30) calendar days of receipt or within such longer periods of time as may be agreed between the Contractor and CM.

- (e) At all times outside of the hours described in Section 3.15(b) of this Exhibit 1, the Contractor shall maintain an employee designated as on-call to receive and respond to communications from CM. The Contractor shall provide every on-call employee with a cellular telephone and email capability and shall provide contact information for on-call employees to CM. An on-call employee shall respond to communications from CM within fifteen (15) minutes of receiving the communication during the hours when Work is being performed and within thirty (30) minutes of the start of the next day when Work is performed if the communication is received outside of hours Work is being performed or as soon as reasonably practical.
- (f) All issues, and any corrective actions, that come to the attention of the Contractor, whether identified by other persons or independently by the Contractor, shall be included in the reports prepared pursuant to Section 3.15(c) of this Exhibit 1.
- (g) All non-routine issues that come to the attention of the Contractor shall be included in the reports prepared pursuant to Section 3.15(c) of this Exhibit 1 and reported to CM as soon as reasonably practicable. The report shall include the proposed corrective action to be taken in response to the issue.
- (h) The Contractor shall act and shall ensure that all Persons involved in performing the Work act, courteously and appropriately, as determined by CM acting reasonably, at all times during the performance of the Work.

3.16 Information

- (a) The data, quantities and measurements provided in this Statement of Work, including the data provided in Exhibits 2, 3, 4 and 5, are approximate only and are for the sole purpose of indicating to the Contractor the general magnitude of the Work to be performed. Except as otherwise provided in this MSA, CM expressly disclaims any liability whatsoever from the Contractor's reliance or non-reliance on such data, quantities and measurements. The Contractor is responsible for his/her own reasonable due diligence, including determining staffing and Collection Vehicle requirements and the exact number and location of Residential Premises and Stops.
- (b) Except as otherwise expressly provided in this MSA, the Contractor shall not be entitled to any increase in the Contract Price or other compensation as a result of actual data, quantities and measurements differing from the data, quantities and measurements provided for in the RFP or on which this Statement of Work is based.
- (c) On an ongoing basis, the Contractor shall examine the scope of the Work, make inquiry of any details the Contractor is uncertain of and to conduct their own inspection deemed proper in order to understand any changes in the nature of the Work overtime.

3.17 Promotion and Education

- (a) CM will have the primary responsibility for developing, designing, and executing public promotion, education and outreach programs associated with the collection of PPP. As needed, the Contractor will provide CM with assistance and cooperation, including distributing CM promotional and educational brochures and assisting with promotion, education, and outreach programs at the direction of CM.
- (b) The contractor shall submit address data and the full year collection calendar for eligible stops serviced (single family and multi-family) for each Registered Community to CM within 10 business days of execution of this contract and then by October 1 of each

preceding year, using the format provided by CM.

- (c) Carts and boxes will comply with the Collection Container Standards.
- (d) The Contractor will not speak on behalf of CM or make any public statements regarding the PPP collection services unless agreed upon in writing by CM. In instances where CM has agreed that the Contractor may provide public statements about the PPP collection services, the Contractor will provide CM with its draft public statement for approval prior to releasing publicly.
- (e) The Contractor shall issue "oops tags" provided by CM. The Contractor will provide a record of tags and reasonings issued by Residential Premises addressed to CM quarterly (March, July, September and December).
- (f) All branding, design elements, logos, and related materials produced or utilized must receive prior written approval from Circular Materials. This includes, but is not limited to, any visual representations, promotional materials, digital assets, and printed collateral associated with the Program. Circular Materials reserves the right to review and request modifications to any materials that do not meet its brand standards or guidelines.
- (g) Any use of Circular Materials' trademarks, logos, or branding elements in connection with the Program must adhere strictly to Circular Materials' brand guidelines, which will be provided upon request. Unauthorized use of these elements without prior approval may result in legal action.
- (h) Requests for approval should be submitted to Circular Materials' designated representative at least 10 business days prior to the intended use of the material including but not limited to depot signage, cart and box decals, PPP signage and cart hot stamps.

ARTICLE 4

RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) To ensure compliance with the regulatory requirements and to verify that the services agreed upon have been rendered within each of the registered communities, the contractor is required to record and report to CM information collected at the weigh scale.
- (b) The Contractor shall provide the information in Exhibit 4 to CM, or such Person identified by CM monthly for record keeping and reporting requirements.
- (c) These records will need to be provided to CM through a web-based portal in the format as defined in the Exhibit 4.
- (d) For greater certainty, the records required under Exhibit 4 shall be provided separately for each Registered Community.

ARTICLE 5 DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) The Contract Price will be payable in arrears (subject to pro ration of any amount that is payable in respect of a partial period) in equal monthly payments within thirty (30) days of the last day of the previous calendar month. If the amount of any monthly payment is adjusted during the course of the month, CM will make such adjustment it considers necessary in good faith to account for such adjustment.
- (b) Each of the Parties acknowledge and agree that the payments made pursuant to this Article 5 of Exhibit 1 will be based on the total number of Stops as set forth in Exhibit 2 Table 1 and Exhibit 2 Table 2. These tables may be updated quarterly starting on December 1, 2026. Each update shall require the Contractor to provide documentation to validate the number of Stops in respect of which the Contractor is entitled to receive payment. Based on such information, CM will work with the Contractor in good faith to mutually agree on the total Stops at such a time.
- (c) If requested by CM, the Contractor shall provide Collection Vehicle weigh scale records or equivalent supporting information to verify the Work has been performed.
- (d) For greater certainty, except as expressly set out in the MSA there shall be no increase in the prices set out in this Statement of Work for any changes to the Contractor's responsibilities.

ARTICLE 6 SERVICE LEVEL FAILURE CREDITS

6.1 Service Level Failure Credits

- (a) In view of the difficulty of ascertaining the losses which CM will suffer by reason of the occurrence of one of the infractions described in Table 6.1 below (each an "Infraction"), it is hereby agreed upon, fixed and determined by the Parties hereto, as a genuine pre-estimate of the amount of damages required to compensate CM for an Infraction, and not as a penalty; and CM may deduct and retain the amounts of such service level failure credits out of the monies which may be due or become due to the Contractor under the MSA in accordance with Table 6.1 below. For clarity, reference shall be made to the underlying Section referred to in Table 6.1 to determine whether an Infraction occurred.
- (b) For the first three occurrences of each infraction # 2, # 3, #7 and #14 in an annual quarter, the Contractor will have two (2) Business Days to correct the infraction after receipt of notification of the infraction from CM. If the infraction is remedied, no service level failure credit will be issued against the Contractor for such infractions.
- (c) CM shall provide prompt notice to Contractor of each service level failure credit infraction with reasonable supporting information, failing which the applicable service level failure credit will not apply.
- (d) No service level failure credits shall apply to Contractor (i) to the extent any failure of the Contractor to perform its obligations under the MSA is attributable to any act or omission of CM in breach of the MSA, or (ii) during the first thirty (30) calendar days following the Statement of Work Effective Date, provided that the Contractor shall take commercially reasonable efforts to prevent Infractions during such ramp up period and

take reasonable curative action to prevent the recurrence of any such Infraction.

- (e) If the Contractor is prevented from the fulfillment of its obligations resulting in Infractions by reason of a Force Majeure Event, such failure shall not be the basis of an Infraction.

Table 6.1: Service Level Failure Credits

No.	Infraction	Amount	Unit
1.	Failure to perform collection only during times specified (Section 3.5(a) of this Exhibit 1)	\$500	Per route on which collection is not performed during time specified
2.	Failure to return for missed collection within the time specified (Section 3.11(b) of this Exhibit 1)	\$250	For each failure after there has been ten (10) failures on the same street on the collection day
3.	Failure to replace containers properly within times specified (Section 3.9(e) of this Exhibit 1)	\$250	Per improperly replaced container
4.	Failure to behave courteously or appropriately (Section 3.15(h) of this Exhibit 1)	\$250	Per incident
5.	Failure to resolve a claim of damage to property (other than containers) within thirty (30) calendar days (Section 3.14(a)(vi) of this Exhibit 1) (other than insured claims)	\$1,000	Per incident
6.	Failure to submit a report within the required time (various Sections of this Exhibit 1)	\$500	Per calendar day until the report is submitted
7.	Submission of an inaccurate report (various Sections of this Exhibit 1) (unless the source of the inaccurate information is another contractor engaged by CM)	\$500	Per inaccurate report
8.	Failure to clean up spillage of pollutants, including oil and fuel, within the time specified or promptly pay for clean up or disposal costs (Section 3.6(r) of this Exhibit 1)	\$1,000	Per incident
9.	Failure to clean up regular spills, including PPP within the time specified (Section 3.6(r) of this Exhibit 1)	\$500	Per incident
10.	If RF has a weigh scale, failure to provide necessary information to weigh scale operator at RF to complete weigh scale ticket (Section 3.13(c)(i) of this Exhibit 1)	\$500	Per incident
11.	If RF has a weigh scale failure to scale a Collection Vehicle in and out of a RF (Section 3.13(c)(i) of this Exhibit 1)	\$500	Per incident
12.	Failure to prevent material scavenging (Section 3.7(b) of this Exhibit 1)	\$500	Per incident

13.	Failure to prevent mixing of PPP from Residential Premises with PPP from any other source (Section 3.8 of this Exhibit 1)	\$1,000	Per route
14.	Failure to provide requested reports/documentation within five (5) Business Days (various Sections)	\$500	Per incident

EXHIBIT 2: STOPS

Table 1: Number of Stops for Residential Premises

Registered Community	Number of Single-Family Dwelling Stops	Number of Multiple-Family Dwelling Stops*
Insert Name of Registered Community		
Insert Name of Registered Community		

***NOTE:** The number of Stops for Multiple-Family Dwellings is determined by the number of dwelling units located within the applicable Multiple-Family Dwellings.

Table 2: Number of Stops for Special Needs Dwellings

Function	Number of Special Needs Dwelling Stops
Insert Name of Registered Community	
Insert Name of Registered Community	

***NOTE:** CM holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.

****NOTE:** In the event of a conflict or inconsistency between the information presented in Exhibit 2 and Exhibit 3, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.

EXHIBIT 3: MULTIPLE-FAMILY

Registered Community	Name of Facility (where applicable)	Address	City	Postal Code	Number of Units
Insert Name of Registered Community					

***NOTE: CM holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

EXHIBIT 4: RECORD KEEPING AND REPORTING REQUIREMENTS

The table below outlines the relevant fields and data points for reporting requirements. Detailed descriptions of each field name are provided immediately following the table.

Field Name	Mandatory/Optional
Contract	Mandatory
Document Number	Mandatory
Valuation Type	Mandatory
Reference	Optional
Supplemental Text	Optional
Service Date	Mandatory
Delivery Date	Mandatory
Originating Site Name	Mandatory
Postal Code	Mandatory
Destination Site Name	Mandatory
Postal Code	Mandatory
Material Description	Mandatory
Reporting Units	Mandatory
Container ID	Optional
Reporting Quantity	Mandatory
Reporting Weight	Mandatory
Disposition Code	Optional

Contract:

The contract number is provided by CM after the Effective Date.

Document Number:

The document number represents the unique claim or transaction that is being submitted. This unique number usually represents a scale ticket or bill of lading number depending on the type of submission. The document number is also important as it is the basis for which duplicate claims submissions checks are validated against.

Valuation Type:

The valuation type determines the type of service to be performed. Examples of valuation types could be "CURBSIDE" to denote curbside collection or "DEPOT" for depot collection. The valuation type(s) for use in the submissions will be provided by CM.

Reference:

This is an optional field that could house a reference key meaningful to the interface partner. This field can be used to reference operational documentation or as a cross reference linking the Contractor's system documents with that of CM's system documents.

Supplemental Text:

This is an optional field with a larger character length that can be used to transmit additional reference information. The data in this field is used as information only.

Service Date:

This date represents when the service was performed. The format for the date should be as follows, e.g. 01042025. A zero is to be placed before a single digit date entry.

- DDMMYYYY

Delivery Date:

This date represents when PPP was delivered to the RF. The format for the date should be as follows, 01042025. A zero is to be placed before a single digit date entry.

- DDMMYYYY

Originating Site Name:

This field represents the name of the Registered Community from which the PPP was collected. If an originating site name needs to be added/removed, CM needs to be contacted.

Postal Code:

This field represents the postal code associated with the originating site. The postal code and originating site name are used to lookup the originating site within the system. For curbside collection, CM will provide a postal code.

Destination Site Name:

This field represents the name of the RF.

Material Description: This field refers to the PPP being reported. The material description must coincide with the material description/name as defined in the system contract.

Reporting Units:

This field describes the unit in which the PPP is handled during the Work. The reporting units could relate to the container in which the PPP is physically handled or relate to a unit of measurement such as kilograms. The reporting unit(s) is defined in the Statement of Work.

Container ID:

This field is an optional field that is used for information only. The Contractor can specify the container ID in which the PPP is managed if this is applicable. Invoking this field requires the reporting unit to be expressed as a container and the associated reporting quantity to be '1'.

Reporting Quantity:

This field specifies the quantity of the reporting units for the Work performed. If the reporting unit is expressed in "kilograms", then the reporting quantity would be the same as the reporting weight.

Reporting Weight:

This field refers to the total weight for the PPP and Work (valuation type) combination. The reporting weight is in kilograms.

**EXHIBIT 5: SERVICE COMMENCEMENT DATES, PPP STREAMS AND TYPE OF COLLECTION
CONTAINER BY REGISTERED COMMUNITY**

Registered Community	Service Commencement Date	Collection Day and Frequency (i.e. Weekly or Bi-Weekly)	Type of Stream	Type of Single- Family Dwelling Collection Container	Type of Multiple- Family Dwelling Collection Container

***NOTE:** The information is based on available data at the time of preparation of the Statement of Work. CM holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

EXHIBIT 6: LOCATIONS OF RECEIVING FACILITIES

Registered Community	Receiving Facility Name	Receiving Facility Address

***NOTE:** The information is based on available data at the time of preparation of the Statement of Work. CM holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

EXHIBIT 7: COMPENSATION

1.1 For the purposes of this Statement of Work:

- (a) **“Collection Unit Price”** means the price per Stop in Table 1 that is applicable to the category of Residential Premises, as adjusted in accordance with the MSA; and
- (b) **“Special Needs Unit Price”** means the price per Stop in Table 2 without adjustment.

1.2 For each calendar month during the SoW Term, after the Service Commencement Date in respect of a Registered Community, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA in respect of such Registered Community shall be calculated as follows:

- (a) the Unit Price applicable to a Single-Family Dwelling Stop multiplied by the total number of Single-Family Dwelling Stops in Exhibit 2 Table 1 and the Unit Price applicable to a Multiple-Family Dwelling Stop multiplied by the total number of Multiple-Family Dwelling Stops in Exhibit 2 Table 1, for each Registered Community. For clarity, until Exhibit 2 and Exhibit 3 are amended or updated, the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 1 shall be used in the calculation of the Contract Price even if the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and/or the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 1 are not the actual number of Single-Family Dwelling Stops and/or Multiple-Family Dwelling Stops; plus
- (b) the Special Needs Unit Price multiplied by the total number of Stops for Special Needs Dwellings in such Registered Community, but only in respect of Registered Communities for which the Service Commencement Date has occurred in, or before, such calendar month, as provided for in Exhibit 2 Table 2 at the start of the applicable calendar month (provided that the Special Needs Unit Price shall be prorated for Stops that did not receive Collection Services for the entire calendar month); plus
- (c) for each New Residential Premises added to the Registered Community during the applicable calendar month, the Collection Unit Price applicable to the category for the Stop(s) for such New Residential Premises prorated based on the number of Business Days during the calendar month after the date on which such New Residential Premises were added multiplied by the number of Stops for such New Residential Premises; less
- (d) for each Stop removed from the Registered Community during the applicable calendar month, the Collection Unit Price applicable to the category for such removed Stop prorated based on the number of Business Days during the calendar month after the date on which such Stop was removed.

Table 1: Collection Unit Prices

Function	Collection Unit Price (Monthly \$/Stop) *
Collection from Single-Family Dwelling Stops	
Collection from Multiple-Family Dwelling Stops	

*The Collection Unit Prices set out in Table 1 shall be adjusted throughout the SoW Term.

Table 2: Special Needs Unit Price

Function	Special Needs Unit Price** (Monthly \$/Stop)
Collection from special needs dwelling Stops	

**For clarity, the Special Needs Unit Price is not subject to adjustment.

1.3 Collection Unit Price Adjustment

- (a) The Collection Unit Price for each calendar month of the SoW Term shall be determined as follows:

Collection Unit Price = Base Collection Unit Price + CPI Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “**Base Collection Unit Price**” is the Collection Unit Price at the Service Commencement Date as set out in Table 1 – Collection Unit Prices.

1.4 CPI Price Component Adjustment

The “**CPI Price Component**” is 100% of the Base Collection Unit Price.

- (a) For the first annual anniversary of the earliest Service Commencement Date and for each subsequent annual anniversary, the “**CPI Price Component Adjustment**” shall be (1) the CPI Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the earliest Service Commencement Date. The CPI Price Component Adjustment will be added to or subtracted from the Base Collection Unit Price, as applicable, for the remainder of the subsequent twelve (12) calendar months. For clarity, where the year-over-year change in CPI is negative, the Unit Price shall remain unchanged and there shall be no negative adjustment to the Unit Price
- (b) For the purposes of this Section 1.4., “CPI Index” means the “All items” Consumer Price Index, monthly, not seasonally adjusted – Alberta (Table 18-10-0004-01) (Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).

1.5 Changes to Indices

The CPI Index shall be subject to revision as agreed by the Parties in the case the publisher materially changes such index or discontinues or replaces it.

EXHIBIT 8: FORM OF RECORD OF INQUIRIES, COMPLAINTS AND COMPLAINT RESOLUTIONS

No.	Registered Community	Date and Time of Inquiry or Complaint	Contact Medium (e.g., call, email, live- chat)	Contractor Employee Logging Inquiry or Complaint		Person Making Inquiry or Complaint			Description of Inquiry or Complaint	Description of Resolution	Date and Time of Resolution
				Name	Title	Name	Address	Contact Information			

EXHIBIT 9: PPP TO BE COLLECTED

	Material
Paper/Fibres	Newsprint
	Magazines and Catalogues
	Telephone Books
	Household Fine Paper
	Other Printed Paper
	Corrugated Cardboard
	Boxboard & Molded Pulp
	Gable Top Cartons
	Aseptic Containers
	Paper Laminates
	Single and Double-sided Polycoated Paperboard (paper cups)
Plastics	PET Bottles (#1)
	PET Thermoform Packaging (#1)
	HDPE Containers (#2)
	Tubs & Lids (#2, #4 & #5)
	Expanded Polystyrene Foam (#6)
	Other Rigid Plastic Packaging (#3, #4, #5, #6 & #7)
	Plastic Film (LDPE/HDPE) (#2, #4)
	Other Flexible Plastic Packaging/Laminates
Aluminium	Aluminum Food Cans
	Other Aluminum Packaging, Trays & Foil
	Aluminum Aerosols
Steel	Steel Food Cans & Other Packaging
	Steels Aerosols
Glass	Clear glass
	Coloured Glass

***NOTE: CM holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

SCHEDULE B
SUPPLIER CODE OF CONDUCT
for
MASTER SERVICES
AGREEMENT Number 2025-00-00

SUPPLIER CODE OF CONDUCT

Introduction

Circular Materials (CM) is a federal not-for-profit organization delivering services to producers in connection with the collection and management of Single-Use Products, Packaging and Paper Products (PPP).

To deliver on this obligation, CM conducts its business ethically, honestly and with the utmost integrity. To preserve the integrity of the recycling system delivered under the Regulation, CM expects its network of contractors with whom CM does business, including vendors, manufacturers, markets, and agents and others to commit to and uphold CM's high standards of integrity, values and operating principles.

CM also recognizes its responsibility to respect and protect the human rights of all. As such, CM expects its contractors to also uphold human rights within their operations. This Supplier Code of Conduct (the "Code") provides standards on protecting human rights, respecting applicable regulations, employment standards and providing safe working conditions for workers.

While this Code doesn't cover every situation, it should be used and applied for guidance on what is expected from contractors and their agents, subcontractors, and subagents, including any labour agencies ("Related Parties"). Recycling is a highly regulated industry. All parties to any contract must comply with all federal, provincial, and municipal laws and regulations that apply to the business. Every employee of every contractor and their Related Parties, along with every employee of CM, is responsible for complying with this Code, and all applicable laws and regulations.

Application and Acceptance

The Code applies to all members of the supply chain in the delivery of service under the Regulation who conduct business with CM, its clients and/or its customers, including municipalities. Contractors must share this Code with their Related Parties who are engaged to assist with providing goods or performing services for the Contractor directly or CM indirectly. Any reference to "workers" within this Code means the Contractor's workers and Related Parties' workers.

By entering into the MSA, the Contractor is accepting the terms of the Code (as amended from time to time) and affirming compliance with its requirements. The Code is not to be read in lieu of but in addition to your obligations as set out in the MSA.

Expectations

The Code outlines CM's expectations and guidelines with respect to responsible sourcing including CM's commitments to human rights, the environment, health and safety, regulatory compliance, business ethics and the development of a diverse and sustainable supply chain. CM expects its contractors to communicate these expectations to Related Parties to uphold the commitments set forth in this Code within their own business operations.

The Code sets out minimum standards that contractors must meet and nothing in the Code shall prevent contractors from exceeding these standards. Contractors are also expected to comply with the Governing Terms and with applicable local laws and regulations. Where such requirements conflict, contractors are expected to comply with the highest applicable standard.

CM acknowledges that some Code infringements that are identified may take time to resolve. If appropriate and practicable in the circumstances, CM will work with contractors to accommodate reasonable time frames that allow contractors to make improvements in their

operations to rectify the infringement. CM will seek to maintain relationships with contractors that demonstrate their commitment to the Code by, among other things, promptly responding to, and resolving, CM's concerns. However, violations of the Code may sometimes warrant an immediate resolution, failing which termination of CM's relationship with certain contractors may be required.

Monitoring Compliance

Contractors shall monitor the compliance of their operations with the terms of the Code. Further, contractors shall monitor Related Parties' compliance with the terms of the Code and immediately disclose any known violations to CM.

While the requirements in the Code are the responsibility of the Contractor, CM may wish to verify Contractor compliance with the Code through a variety of tools:

- Contractors' self-evaluation;
- Ongoing improvement programs; and/or
- Audits by CM or a third-party company designated by CM.

CM expects cooperation and transparency during the compliance monitoring process. Specifically, CM expects contractors to facilitate any communication with workers required for audits and not to dissuade workers from participating and not to discriminate or retaliate against any workers that take part in this process. CM personnel or a third-party company designated by CM may regularly visit Contractor locations, on- or off-route, to monitor progress with improvement programs.

Should a contractor fail to comply with the Code, CM reserves the right to require corrective action.

Effective Date

The Contractor is subject to this Code, as may be amended from time to time, from the Effective Date of the MSA.

Review

This Code is reviewed annually or earlier as determined by CM.

Concerns

As a part of CM's culture of integrity, it is important that non-compliant and unethical matters are reported. CM encourages anyone that has knowledge of or suspects suspicious activity, unethical practices, non-compliance and suspected non-compliance with laws and regulations, the Code, MSA terms and conditions, or CM policies and procedures shared with the Contractor to speak up by reporting any violations or potential violations through the following channels:

Email CM at: aboperations@circularmaterials.ca

CM values contractors, Related Parties and workers who speak up as this fosters a culture of transparency and trust – and it's the right thing to do. CM's ethics team will administer all complaints received and will objectively manage incidents to their resolution.

CM respects confidentiality and protection against retaliation.

All contractors and Related Parties should foster a speak-up environment based on trust and freedom from fear of retaliation. Everyone is expected to speak up immediately when a question, issue or concern arises. Employees must engage and take ownership of compliance and ethics. All

parties must help their employees understand their compliance responsibilities.

CM prohibits retaliation or reprisal against contractors and their workers and their Related Parties' workers who speak up in good faith, is committed to fair and appropriate treatment, and respects confidentiality for all parties involved. Reports to CM may be made anonymously. The privacy of the person reporting will be respected, and Confidential Information will be shared only on a "need to know" basis, or if required by law.

Principles of Business Conduct

CM will strive to build a win-win model with contractors. Business relationships are more constructive when they are built on trust, mutual respect and common business and ethical values. Contractors who act illegally or unethically can expose CM to legal action and significantly damage CM's reputation and brand. As a result, CM seeks relationships with contractors and their Related Parties who share a commitment to the following principles:

- **Compliance with Applicable Laws, Policies, and MSA Terms and Conditions:** Comply with applicable laws and regulations, applicable CM policies, procedures, guidelines, standards and MSA terms and conditions.
- **Ethical Conduct and Behaviour:** Align your actions, decisions, and behaviour with ethical business practices.
- **Employment Standards:** Treat people with dignity and respect by adhering to applicable human rights and employment standards.
- **Quality:** Comply with quality standards regarding delivering services.
- **Health and Safety:** Protect the health and safety of your workers by complying with applicable health and safety laws.
- **Environmental Responsibility:** Remain committed to reducing the negative impact of your operations on the environment.

Compliance with Applicable Laws, Policies, and Governing Terms

Comply with laws and regulations that apply to you in the areas in which you operate, applicable company policies, procedures, by-laws, guidelines and standards and MSA terms and conditions.

Understand the laws and regulations that are applicable to your location and operation as well as MSA terms and conditions and applicable policies, procedures and standards and diligently comply with them.

If the legal or regulatory requirements differ from this Code, contractors should adopt the more stringent requirements of the two.

Competition Laws: CM maintains a competition law compliance program which includes guidance and standards for CM contractors, to minimize the risk of non-compliance with competition laws. CM requires that you comply with competition law expectations and requirements that apply to your operations. It is ultimately the responsibility of contractors to comply with the Canadian Competition Act.

Ethical Conduct and Behaviour

Align your actions, decisions and behaviour with ethical business practices.

CM expects contractors to uphold a commitment to integrity and trust. This means contractors must be prudent in making good and ethical business decisions.

Anti-Bribery, Corruption and Anti-Money Laundering

- Comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations in the jurisdictions in which you operate;
- Adopt a zero-tolerance approach to bribery, corruption and money-laundering;
- Do not offer, pay, receive or solicit bribes, kickbacks, payments or gifts of any kind to obtain a favourable outcome;
- Do not make facilitation or “grease” payments, no matter how small, to public officials; and/or
- Upon the commencement of your relationship with CM, disclose your ownership structure (specifically, ownership by a government or public official) to CM and further disclose if your ownership structure changes.

Confidentiality

- Comply with confidentiality requirements as outlined in the MSA terms and conditions.

Conflict of Interest

- A conflict of interest arises when your personal interests actually, appear to or may influence your ability to conduct business with CM.
- A conflict of interest may include:
 - Having a close personal relationship with an CM employee;
 - Having a close personal relationship with an employee of a PRO that is CM’s client;
 - A family relationship between a contractor or Related Parties employee and an CM employee; or
 - the Contractor influencing recruitment of personnel at CM or vice versa.
- Disclose to CM any actual or perceived conflict of interest that you may have before conducting business with CM.
- Do not enter into any transactions that create an actual or potential conflict of interest.

Gifts & Entertainment

- Do not give gifts or entertainment that could be, or could be perceived by others to be, an attempt to influence a business decision, create an obligation to do something in return or a personal reward for making a business decision.
- Adhere to the following principles in deciding whether to give a gift or entertainment. Gifts or entertainment given or received should:
 - Not be extravagant, i.e., not carry a monetary value more than \$50;
 - Be infrequent (e.g., no more than once per year);
 - Be related to a reasonable business purpose and primarily benefit CM;
 - Be consistent with acceptable business practices, given the industry and the geographic location;
 - Be permitted by law and the policies of CM and the Contractor;
 - Not reflect or have the potential to reflect poorly on or embarrass CM;

- Not be indecent, pornographic, racist, sexist, culturally insensitive, or otherwise seen as offensive; and/or
- Not be provided if a Procurement Process is ongoing involving the Contractor or CM.
- Keep a record of the gifts, entertainment, or hospitality you provide to CM.

Information Security

- Ensure you have sound security practices in place to protect CM if you provide digital, online and support services and/or access sensitive information.
- Adhere to the relevant information security terms in your MSA terms and conditions with CM.

Fair Competition

- Federal and provincial competition laws in Canada, promote fair and vigorous competition by prohibiting agreements and activities that unreasonably limit competition. All contractors, Related Parties and CM must make pricing, bid and output decisions independently and conduct its business activities in compliance with CM's competition law compliance program.
- Contractors cannot agree with competitors on how, when, or where to compete. This includes any of:
 - Prices;
 - Terms;
 - Conditions;
 - Market, territory or customer allocations;
 - Bids; and/or
 - Boycotting a third party.
- Agreements can include written documents or verbal understandings and can even be inferred from the circumstances.
- Respect the proprietary information and trade secrets of others. Do not attempt to obtain information from another person where it is known that information is protected by a confidentiality or non-disclosure agreement. Never solicit or accept information that would violate that agreement, even if party to it.
- Never use illegal means to obtain confidential or proprietary information of others. Never disclose any customer or vendor proprietary information to third parties, unless the owner of the information properly authorizes its release or disclosure.
- Violating competition laws could result in severe legal penalties for any contractor or Related Party and criminal charges for the individuals involved.

Employment Standards

Treat people with dignity and respect by adhering to applicable human rights and employment standards.

CM respects the human rights of its colleagues, customers, supply chain partners and members of its communities. CM expects contractors to honour the same and that your conduct reflects a commitment to treating people with dignity and upholding their human rights. This applies not only to your own workers, but also to the workers of your Related Parties. The Code sets out minimum employment standards imposed by CM. However, you must be aware of your obligations pursuant to applicable local laws and regulations and comply with the more stringent standards applicable to your operations.

Employment Equity

- Never make employment decisions or engage in harassment based on:
 - o Race
 - o Colour
 - o Sex
 - o Genetic information
 - o Visible or non-visible disability
 - o Any other characteristic protected by applicable federal, provincial or municipal laws
 - o Pregnancy
 - o Sexual orientation
 - o Gender identification
 - o Citizenship status
 - o Support for/against a union
 - o Veteran status
 - o Religion
 - o Marital status
 - o Age
 - o National origin
 - o Ethnic origin
- Make reasonable accommodations for employees or applicants with a disability unless undue hardship would result.

Inclusion and Diversity

- CM is committed to fostering a diverse and inclusive work environment. CM embraces and cultivates respect, trust, open communications and diversity of thought and people. CM strives to attract, develop, and retain a workforce that is as diverse as the markets it serves. This ensures an inclusive work environment that embraces the strength of employee's differences and allows employees to maximize their potential. A caring attitude plays an important role in creating a workplace where everyone treats each other with honesty, dignity and courtesy. This fosters an atmosphere of trust, openness, candor and belonging.

No Violence, Harassment & Discrimination

- Do not subject workers to any form of verbal, physical or sexual abuse, aggression, hazing, harassment or intimidation in the workplace.
- Do not engage in any form of vandalism, intentional harm of property, or sabotage.
- Do not engage in discriminatory behaviour in the hiring and treatment of workers based on race, colour, age, gender, caste, social background, sexual orientation, ethnicity, national origin, disability, pregnancy, religion, political affiliation, union membership, marital status, medical condition or any other personal characteristic prohibited by law or regulation.

Alcohol and Drugs

- To ensure the safety of CM's employees, customers and the communities in which CM operates, CM takes a zero-tolerance approach to drugs and alcohol in the workplace by any employee, Contractor employee or Related Party employee.
- No person may use, transfer, sell, possess, make, consume, handle, inhale, purchase, transport or otherwise be involved with alcohol or unlawful drugs while on CM's property, Contractor's property, municipality's property or while operating any vehicle or equipment.
- Employees are prohibited from undertaking any work while under the influence of alcohol, cannabis/marijuana or unlawful drugs.

Respect Employment Laws

- Only employ workers that have a legal right to work in Canada and verify a worker's legal eligibility to work prior to employment.
- Ensure that the terms and conditions of your worker's employment are in accordance with the employment contract if one exists, and that workers have access to their contract. Be transparent with workers about the details of their employment, including working conditions, legal rights, nature of work, wages, benefits, deductions from wages, regular

working hours, overtime requirements, time-off and duration of the contract.

- Ensure all labour agencies engaged comply with the Code. The use of labour agencies will not relieve you of your obligations under this Code.
- Keep employment records of your workers accessible at all times.
- Workers must be permitted to terminate their employment without financial penalty.

No Forced or Child Labour

- Do not engage in involuntary labour practices, including forced, bonded, trafficked, involuntary prison, or underage labour, in your operations and supply chain.
- Do not hire workers that are under 16 years of age.
- Ensure that workers between the age of 16 through 18 have the benefit of working hours, conditions and other benefits that are appropriate to their age and do not jeopardize their health or safety or compromise their education.
- Do not require workers to pay recruitment fees or costs, deposit funds, or their personal documents with the Contractor as a condition of their employment or pay fees as a form of discipline. Contractors shall ensure that labour agencies used by the Contractor do not engage in any of these prohibited practices.

Comply with laws and agreements regarding compensation and working hours

- Workers' combined regular and overtime working hours shall not exceed the maximum hours of work per week pursuant to local laws and regulations or 72 hours per week, whichever standard is lower.
- Overtime must always be voluntary. Workers shall not be penalized for refusing overtime where they have the right to do so pursuant to local laws and/or their employment contract. Overtime must be paid at a premium where it is required by local law.
- Provide workers with, on average, at least one day off every 7-day period. Any exceptions to this time-off standard shall be at the discretion of the worker and shall comply with local laws.
- Pay workers regularly, on time and at least the minimum wage in the applicable jurisdiction.
- CM encourages contractors to commit to the betterment of wage and benefit levels to address the basic needs of workers and their families and work towards closing the gap between current wages and objectively calculated living wages.

Respect Freedom of Association

- Permit workers or their representatives to associate and bargain collectively or refrain from doing so, in accordance with local law. Allow these worker activities to take place in the workplace. Workers shall have the opportunity to freely communicate and engage with management to discuss working conditions without fear of unjust treatment.

Quality

Comply with quality standards regarding delivering and the supply of products and or services.

Provide safe, high-quality services to protect public health. Services delivered must meet or exceed safety and quality standards required by applicable Canadian laws and regulations, as well as CM quality standards.

Health and Safety

Protect the health and safety of your workers by complying with applicable health and safety laws.

All workers deserve to be safe at work. CM requires your commitment, and that of your Related Parties, to providing and maintaining a safe and healthy environment for workers.

Provide your workers with a safe and hygienic working environment.

Ensure that your rolling stock, equipment, buildings and facilities do not pose hazards to workers working within them and have the appropriate structural integrity for their purposes.

Provide sufficient potable drinking water at all times.

Ensure that safety and emergency prevention programs are in place to prevent accidents or injury. This includes the following:

- Regular appropriate, job-related training for all workers;
- Functional fire alarms, fire extinguishers, sprinklers, smoke detectors and relevant firefighting and prevention equipment is present and accessible at all facilities and for all rolling stock as applicable;
- Contact list for emergencies (must be answered 24/7); and
- Routes of egress for workers remain clear and emergency evacuation is possible at all times.

Any and all workers should always speak up if you:

- Are asked to do a job or task you consider unsafe;
- Are asked to be non-compliant with a rule, regulation or law;
- Are asked to do a job where you believe you have not been properly trained to perform;
- See someone performing a task you believe is unsafe or that the person is not properly trained to do;
- Suspect that a vehicle, truck or piece of equipment is not fit for service, not operating properly and may be unsafe; and/or
- Observe or are made aware of an unsafe condition or potential danger to others or yourself.

Environmental Responsibility

Remain committed to reducing the negative impact of your operations on the environment.

CM is committed to reducing the negative impact of procured operations on the environment by fostering sustainable practices and complying with applicable environmental laws and regulations. CM expects contractors to align with this commitment and adhere to the following:

- Understand and conduct business operations in accordance with all national and local environmental laws, standards, regulations, administrative practices and policies. This includes, emissions released into the atmosphere and water bodies, the management of all recyclables and waste, and the handling and disposal of hazardous materials.
- In the event hazardous or polluting materials are discharged improperly, appropriate authorities are to be notified, and action will be taken to correct and remediate the impact on the environment.

Public and Government Relations

CM can enhance its reputation when it works with government and the public in a timely, consistent

and professional manner. CM's employees and employees of contractors and Related Parties are the key to relationships between CM, contractors, Related Parties, government representatives at the federal, provincial and municipal levels, the general public and other key stakeholders, including producers. Every day all parties must serve as ambassadors and help build the reputation of the parties and the PPP collection system.

Media Relations

If you receive an inquiry from, or are approached by, the media, direct them to CM.

Social Media

Social media activity can include original posts, comments on someone else's post, re-posts, likes and emojis on someone else's posts, and private or public messages. CM respects the legal rights of its employees and employees of the Contractor and Related Parties. Online posts may not be anonymous and must be reviewed as they may affect the reputation of CM. When using social media to post information, comment and exchange ideas related to CM or its business, each employee of CM, Contractor or Related Parties is individually responsible for the content. The following social media guidelines cover using social media to post information, comment or exchange ideas related to any element of the MSA by CM, Contractor or Related Parties:

- Do not defame, harass, threaten, or discriminate against co-workers, customers, members of the public, contractors, Related Parties, CM, or suppliers;
- Do not disclose CM, Contractor or Related Party, or third-party confidential or proprietary information;
- Do not speak on behalf of CM;
- Do not discredit CM, Contractor or Related Party services or products; and/or
- Do not use any type of mobile device or computer to access social media while driving or operating a vehicle or piece of machinery or equipment.

Accuracy of Records or Fraud

Business and financial records must be accurate and complete. Many people inside and outside of CM rely on the accuracy of all records. This includes CM's statements to government agencies, customers, vendors and the public. Each contractor and Related Party, in addition to CM, has a responsibility to create records that properly document business transactions. All information must be complete, accurate, reliable and protected.

The Contractor and Related Parties must ensure that all transactions are properly authorized and accurately recorded in accordance with Generally Accepted Accounting Principles. All transactions must also comply with record keeping policies as outlined within the MSA. CM, contractors and Related Parties must have internal controls to provide reasonable assurance of compliance with policies, procedures, laws and regulations. Falsifying information or coercing or asking others to submit false information or documentation is prohibited. This includes information or documentation that is stored in writing or electronically. Never intentionally delay recording transactions or events that are in violation of policies, laws or regulations. Never intentionally record incorrect, incomplete or misleading information about any transaction or event.

SCHEDULE C

REQUEST FOR PROPOSALS

Number CMAB2025-03

for

MASTER SERVICES AGREEMENT

Number 2025-00-[●]

SCHEDULE D

CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSALS CMAB2025-03

For

MASTER SERVICES AGREEMENT

Number 2025-00-[●]