

SCHEDULE “B”

VOLUNTARY REPORTER’S AGREEMENT effective as of [__] day of [_____], 20__.

AMONG:

AUTOMOTIVE MATERIALS STEWARDSHIP, a not for profit corporation incorporated under the laws of Canada (“AMS”)

- and -

(the “Voluntary Reporter”)

a corporation incorporated under the laws of _____
(jurisdiction)

- and -

(the “Member”)

a corporation incorporated under the laws of _____
(jurisdiction)

BACKGROUND

- A. AMS is the designated as the Industry Funding Organization under the Legislation for the Automotive Materials Stewardship Program;
- B. Pursuant to the Membership Agreement the Member is obligated to file an AMS Member Report and pay fees to AMS in respect of AMS Materials (AMSM) for which it is the Member under the Membership Agreement
- C. The Member and the Voluntary Reporter have agreed that the Voluntary Reporter shall file an AMSM Reporter’s Report for which the Member would otherwise report;
- D. The purpose of this Agreement is to set out the terms and conditions under which the Voluntary Reporter shall file an AMSM Voluntary Reporter’s Reports and the rights of the Member, the Voluntary Reporter and AMS in connection therewith.

THIS AGREEMENT WITNESSES

1. DEFINITIONS AND INTERPRETATION

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the Legislation and AMS Membership Agreement unless otherwise specified.
- 1.2. The following words and expressions have the meanings set out below:
- (a) **“Agreement”** means this Voluntary Reporter’s Agreement;
 - (b) **“Automotive Materials Stewardship”** or **“AMS”** means the not-for-profit stewardship agency incorporated under the Canada Not-for-profit Corporations Act;
 - (c) **“AMS Materials”** (or its abbreviation **“AMSM”**) means those goods and products set out in Appendix B to this Agreement and the ISP;
 - (d) **“Data Period”** means the calendar quarter that the Member supplied AMSM in Ontario;
 - (e) **“Fees”** means fees payable by the Member to AMS pursuant to the Membership Agreement;
 - (f) **“Legislation”** means the *Waste Diversion Act, 2002, S.O. 2002, c.6*, and includes any amended or replacement Act and any Regulations made thereunder;
 - (g) **“Plan”** means the **“Industry Stewardship Plan”** or **“ISP”** for Automotive Materials as approved by RPRA, a copy of which is posted on AMS’s website as amended from time to time;
 - (h) **“Member”** is a person or classes of persons designated or obligated in respect to AMSM pursuant to the provisions in the Membership Agreement;
 - (i) **“Member Report”** means a report prepared by the Member containing the information set out in the Membership Agreement;
 - (j) **“Supplied”** means sold, leased, donated, disposed of, transferred the possession or title of, or otherwise made available or distributed for use in the Province of Ontario; **“Supply”** and **“Supplies”** have similar meanings;
 - (k) **“Voluntary Reporter’s Report”** means a report prepared by the Voluntary Reporter and filed with AMS with respect to the Member pursuant to this Agreement, describing the aggregate amount of AMSM that was Supplied to the Voluntary Reporter by the Member in the Data Period, and containing the information set out in Appendix B of this Agreement;

1.3. FILING OF VOLUNTARY REPORTER’S REPORTS

- 1.3.1. The Voluntary Reporter shall file an initial Voluntary Reporter’s Report with respect to all AMSM Supplied by the Member to the Voluntary Reporter during the first Data

Period after commencement of this Agreement. Thereafter, the Voluntary Reporter shall file a Voluntary Reporter's Report for all such AMSM Supplied during each subsequent Data Period during which this Agreement is in effect.

- 1.3.2. A Voluntary Reporter's Report shall be filed by the end of the calendar month immediately following the end of the Data Period to which it refers in accordance with the Membership Agreement. Except for the initial Voluntary Reporter's Report, each such report shall be for an entire Data Period.
- 1.3.3. Notwithstanding Section 2.1 of this Agreement, by prior written agreement among a Member, the Voluntary Reporter and AMS, the Voluntary Reporter may file a Voluntary Reporter's Report for less than all of the AMS Supplied by the Member to the Voluntary Reporter in a Data Period, provided that the Member files an AMS Member's Report for all other remaining AMSM Supplied by the Member.
- 1.3.4. The Member will pay to AMS an amount equal to the Fees due to be paid by the Member in accordance with the Membership Agreement based on the contents of the Voluntary Reporter's Report. The Member and Voluntary Reporter shall provide at the time of entering into this Agreement the following information to AMS as set out in Appendix A of this Agreement including:
 - (a) The legal name of each of the Member and the Voluntary Reporter as well as the contact information required herein;
 - (b) Trading name or legal names of all entities for whom the Voluntary Reporter is reporting on behalf of the Member ;
 - (c) Corporation number or Canada Revenue Agency business numbers for the Member and the Voluntary Reporter.

2. PENALTIES, INTEREST AND BACK FEES

- 2.1. If the amounts reported in a Voluntary Reporter's Report are inaccurate, any deficiency in Fees paid resulting from such inaccuracies will be subject to the same penalties and payment interest outlined in the Membership Agreement but shall be paid by the Voluntary Reporter to AMS. AMS will notify the Member and the Voluntary Reporter of any deficiency notices issued by it to the Voluntary Reporter;
- 2.2. The Member shall not be responsible for penalties or interest under Section 2.1 of this Agreement accruing on amounts for which the Voluntary Reporter is obligated under this Agreement. Such penalties and interest shall accrue against the Voluntary Reporter. Penalties and interest shall accrue against the Member only after notification has been provided to the Member of such unpaid Fees, which notice shall set out the calculation of such Voluntary Reporter's Fees and such information as may reasonably be required to inform the Member of the facts giving rise to the amount of unpaid Voluntary Reporter's Fees. Payment by either the Member or the Voluntary Reporter shall constitute payment by the other for such amount.
- 2.3. Voluntary Reporter shall indemnify and save Member harmless from and against all losses, costs, damages, demands or claims, including legal fees resulting from any breach by Voluntary

Reporter of the provisions of this Agreement, including but not limited to the failure to file a Voluntary Reporter Report in accordance with this Agreement.

3. RECORD PROVISION AND RETENTION

- 3.1. The Voluntary Reporter shall promptly provide to AMS and the Member all data, including calculation methodology, product and packaging data, audit reports, list of brands reported and list of brands excluded from any Voluntary Reporter's Report, and any applicable allocation percentages, used by the Voluntary Reporter in the preparation of the Voluntary Reporter's Report upon request from AMS or the Member.
- 3.2. The Voluntary Reporter shall retain or make available to AMS and the Member such information, data and records at an address in the Province of Ontario to substantiate and verify the amount set out in any Voluntary Reporter's Report for a period of not less than five years from the date of the Voluntary Reporter's Report to which they relate. The Voluntary Reporter shall grant access to AMS and the Member at such address upon its request to examine its books and records to enable AMS or the Member, as the case may be, to audit and inspect such records respecting a Voluntary Reporter's Report up to five years after the date of receipt of such Voluntary Reporter's Report by AMS.
- 3.3. This Agreement shall not relieve the Member from the Record Provision and Retention provisions of the Membership Agreement.

4. TERMINATION

- 4.1. This Agreement shall come into effect on the date set out above and shall remain in effect until terminated by any of the parties in accordance with Section 5.5, or either of the following provisions:
 - (a) AMS or the Member may terminate this Agreement at any time for cause, including non filing of Voluntary Reporter's Reports or non payment of Voluntary Reporter's Fees or penalty or interest charges assessed following notice as provided below. Prior to such termination AMS or the Member, as the case may be, shall give the other parties notice of such default. Notice given by AMS shall include the method of calculation of such fees and such other information and documents as may be reasonably expected to be required by the other parties to understand the basis for the determination of default. The Voluntary Reporter and the Member shall have a period of 15 days in which to effect a cure to such default, failing which AMS or the Member, as the case may be, may thereupon terminate this Agreement without further notice.
 - (b) Any party may otherwise terminate this Agreement on giving notice to the other parties prior to the expiry of a Data Period, and such termination notice shall be effective on the expiry of the next Data Period. If such notice is given, the Voluntary Reporter shall file a Voluntary Reporter's Report for the Data Period ending on the date of termination.
- 4.2. Notwithstanding the termination of this Agreement by any party, the Voluntary Reporter shall remain liable to AMS for any penalties or interest outstanding under this Agreement, but in no case shall AMS be entitled to penalties or interest from the Voluntary Reporter that exceed the amounts that would have been payable by the Member but for the existence of this Agreement. The provisions of Articles 3, 4 and 5 of this Agreement will survive termination and remain in effect for a period of five years from the date of termination.

5. EFFECT OF AGREEMENT

- 5.1. The Member consents to the Voluntary Reporter entering into this Agreement, filing Voluntary Reporter's Reports on behalf of and for the account of the Member. Subject to Section 3.3 of this Agreement, Member acknowledges and agrees that it shall be relieved of reporting AMSM under the Membership Agreement only to the extent to which the Voluntary Reporter carries out its obligations under this Agreement.
- 5.2. The Voluntary Reporter and the Member acknowledge that AMS is not obligated to enter into this Agreement and that, unless and until a copy of this Agreement signed by AMS is delivered to each of them, this Agreement shall have no force and effect. AMS is not bound to provide reasons for refusing to enter into this Agreement and neither the Member nor the Voluntary Reporter shall have any claim against AMS for refusing to do so. If, within 15 days of submission of this Agreement signed by both the Member and the Voluntary Reporter, AMS does not notify each of them of its acceptance, then this Agreement shall be deemed not to have been accepted by AMS.
- 5.3. The obligation of the Voluntary Reporter to file a Voluntary Reporter's Report shall not be subject to or affected in any way by any disputes, accounts or equities which may exist between the Voluntary Reporter and the Member. The Voluntary Reporter agrees that it will file all such Voluntary Reporter's Reports regardless of any such disputes, accounts or equities and shall look only to the Member with respect thereto.
- 5.4. The Voluntary Reporter agrees to the disclosure of information to the Member by AMS about the amount of MHSM reported.
- 5.5. AMS retains the right to revise or amend the terms of this Agreement. AMS will give notice to the Member and Voluntary Reporter of such change (the "Change Notice"). Unless the Member and/or Voluntary Reporter give notice to AMS (the "Rejection Notice") within 45 days of receipt of the Change Notice that the Member and/or the Voluntary Reporter do not accept the revisions or amendments in the Change Notice, the Agreement, as amended, remains in effect and is binding. If the Member and/or Voluntary Reporter give a Rejection Notice to AMS, this Agreement shall be terminated 10 days after the delivery by the Member and/or Voluntary Reporter of the Rejection Notice.

6. DISPUTE RESOLUTION

- 6.1. If any dispute arises between any of the parties as to the amount of AMSM that is required to be included in a Voluntary Reporter's Report:
 - (a) The parties shall attempt to resolve the dispute through designated representatives from each of the parties within 30 days after written notice of the dispute was first given, or as otherwise agreed upon.
 - (b) If the parties are unable to resolve the dispute within the above period, the parties shall, within 30 days thereafter, jointly select an arbitrator to arbitrate the dispute. If a party does not nominate an arbitrator within the 30 day period, the other parties that have nominated an arbitrator shall nominate the arbitrator. The arbitration shall be conducted in accordance with the Arbitration Act, 1991, as amended from time to time.

- (c) AMS may from time to time establish a panel of approved arbitrators for the purposes of this Section 6, whose names shall be published on the AMS website. The arbitrator shall be chosen from this panel, unless the parties mutually agree otherwise.
- (d) The arbitrator shall render a written decision on the dispute within 14 days after the arbitration hearing or submission. The decision of the arbitrator shall be final and binding on the parties and shall not be subject to appeal on any grounds whatsoever, and shall be enforceable against AMS and the Voluntary Reporter, as the case may be, immediately on the issue of such decision to the parties to the dispute.

6.2. The requirement for a Voluntary Reporter to file a Voluntary Reporter's Report shall not be an item subject to arbitration.

7. CONFIDENTIALITY

7.1. The Voluntary Reporter agrees that its name and the Voluntary Reporter's number assigned to it by AMS may be published on AMS's website. The Voluntary Reporter further agrees that the Member may at any time obtain access to the state of the Voluntary Reporter's account, such access to be restricted to the portion of the account for the Member's AMSM for which the Voluntary Reporter has filed reports; and provided that such access shall not disclose to the Member information with respect to other Members under the Act for which the Voluntary Reporter may have entered into a Voluntary Reporter's Agreement. AMS shall take commercially reasonable and appropriate precautions to maintain the confidentiality of information in its database, but shall not be liable to the Member or Voluntary Reporter, or anyone claiming by, through or under either of them, for any losses, claims and damages arising out of inadvertent or negligent disclosure of any confidential information.

8. GENERAL

- 8.1. Assignment. The rights and obligations of the Member and the Voluntary Reporter under this Agreement are personal and may not be assigned in whole or in part.
- 8.2. Waiver. No failure by any of the parties to insist on strict performance of any covenant, agreement, term or condition (the "**provision**") of this Agreement, or to exercise any right or remedy consequent on the breach of any provision, and no acceptance of partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this Agreement, but each and every provision of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of such provision.
- 8.3. Severability. If any provision of this Agreement or the application of the provision to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application of them to other circumstances shall not be affected by the invalidity or unenforceability and shall be valid and enforceable to the fullest extent permitted by law.
- 8.4. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements,

understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in it. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound by it. Notwithstanding the foregoing, nothing in this Agreement shall prevent a Member and Voluntary Reporter from, between themselves, entering into one or more other agreements concerning the subject matter of this Agreement, provided that nothing shall affect the obligations of the Member or Voluntary Reporter, or the rights of AMS, under this Agreement.

- 8.5. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws in force in the Province of Ontario.
- 8.6. **Headings.** The headings used throughout this Agreement are solely for convenience of the parties and are not to be used as an aid in the interpretation of this Agreement.
- 8.7. **Time of Essence.** Time shall be of the essence of this Agreement and every part of it.
- 8.8. **Agreement Binding.** This Agreement shall enure to the benefit of and be binding on the parties, their heirs, legal personal representatives, and successors and permitted assigns.

Notices. Any notice, determination, consent, request or other communication from one party to the other or others or other documents required or which may be given under this Agreement may be delivered or transmitted by means of electronic communication, personal service, facsimile with confirmation of transmission or by prepaid first class postage to the party at the addresses below and shall be deemed to have been received on the third day after posting and on the first day after the date of electronic or facsimile transmission, in each case which is not a Saturday, Sunday or public holiday in Ontario. In the event of a postal disruption, notices must be given by personal delivery or by a signed back facsimile and all notices delivered within one week prior to the postal disruption must be confirmed by a signed back facsimile to be effective. If AMS makes available on its website a system or method for electronic communication of notices to AMS, such notices may be given through such website.

AMS
1 St. Clair Avenue West Suite 700
Toronto, Ontario M4V 1K6
Attention: Chief Executive Officer
Facsimile: 416-594-3463

(the "Voluntary Reporter")
attention to and mailed/faxed to:

(primary contact)

(mailing address)

(phone number)

(fax number)

(email)

CRA BIN Number

(the "Member")
attention to and mailed/faxed to:

(primary contact)

(mailing address)

(phone number)

(fax number)

(email)

CRA BIN Number

EXECUTION BY THE PARTIES.

AMS

Per: _____
Name

Title

Date

We have authority to bind the Corporation

VOLUNTARY REPORTER

Per: _____
Name

Title

Date

We have authority to bind the Corporation

MEMBER

Per: _____
Name

Title

Date

We have authority to bind the Corporation

This information must be validated by a senior officer of the company

APPENDIX A

Information for the Voluntary Reporter's Agreement (as set out in Section 1.7 of this Agreement)

Legal Name of Voluntary Reporter

Voluntary Reporter's General Phone

Primary Contact

Phone

Email

Legal Name of Member

Member's General Phone

Primary Contact

Phone

Email

Trading name or legal names of all entities for whom the Voluntary Reporter is reporting on behalf of the Member (Brand names) and the type of AMSM (i.e., Antifreeze, Oil Containers and Oil Filters as defined in Appendix B of the ISP):

Brand Name	Type of AMS Materials

APPENDIX B

AMSM Voluntary Reporters Report (as set out in Section 1.2 of this Agreement)

Name of Voluntary Reporter

Mailing address

Billing address

Primary Contact Person for AMSM Voluntary Reporter's Report

Email address

Designated Materials		
Material Category	Reporting Category	Unit of Measure
Automotive Antifreeze Fluid	Premix	Volume in litres
	Concentrate	Volume in litres
Antifreeze Containers (Containers with a volume equal to or less than 30 litres)	Container	Volume in litres
Oil Containers (Containers with a volume equal to or less than 30 litres)	Oil Containers	Volume in litres
Oil Filters	Filters measuring less than or equal to 8"	Number of units Supplied
	Filters measuring greater than 8"	Number of units Supplied

Required information to be included in the AMSM Voluntary Reporter's Report:

1. Description of methodology and data used to prepare this AMSM Voluntary Reporter's Report
2. Description of Excluded Waste deductions from AMSM Voluntary Reporter's Report;
3. List of brands or trademarks covered in this AMSM Voluntary Reporter's Report;
4. List of all Members that this Voluntary Reporter's Agreement includes; and
5. Declaration of accuracy of contents of this AMSM Voluntary Reporter's Report.