

**INDICATIVE AND SELECTED TERMS AND CONDITIONS**

*This confidential term sheet (this “**Term Sheet**”) summarizes the proposed terms and conditions of the Master Services Agreement (the “**MSA**”) to be entered into between [●] (the “**Contractor**”) and Circular Materials, a not-for-profit company incorporated under the Canada Not-for-profit Corporations Act registered as a Producer Responsibility Organization in Alberta (“**CM**”), and the Curbside Collection Statement of Work to be entered into under the MSA. This Term Sheet is for discussion purposes only and the terms and conditions set out herein may be modified or added to in the MSA.*

<b>MASTER SERVICES AGREEMENT</b>	
Definitions	Terms not otherwise defined herein shall have the meanings ascribed to them in Schedule “A”.
Term	The MSA will remain in effect from the effective date of the MSA (the “ <b>Effective Date</b> ”) until all statements of work (“ <b>SOW</b> ”) have expired or been terminated, unless earlier terminated in accordance with the terms of the MSA. CM and the Contractor may extend a SOW by Change Order.
Scope of Services and Payment Terms	The details of the collection services will be described in detail in the SOWs. The Contract Price will also be set out in the SOWs.
Service Provision	<p>The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.</p> <p>All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work.</p> <p>The MSA and a SOW may be revised by the parties using a Change Order to address changes in Applicable Law or new methods and technologies for the Work.</p>
Environmental Attributes	“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 the MSA. Any Environmental Attributes resulting from the Work performed under the MSA shall be and remain the sole property of CM for its exclusive use, with the exception of any Environmental Attributes arising from activities and operations facilitated by the Contractor’s investment prior to the Effective Date or not associated with the Work.
Labour Disruption	<p>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 the MSA (the “<b>Lawful LD Period</b>”), the Contractor shall, during the Lawful LD Period, conditional on the municipal council’s approval of the Contractor’s overall labour disruption contingency plan if council approval is required, make best efforts to:</p> <ul style="list-style-type: none"> <li>• Encourage residential premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.</li> <li>• Provide continued collection of PPP from residential premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those residential premises to third party receivers designated by CM where the provision of such continued services will not, in the Contractor’s sole discretion, adversely affect the Contractor’s labour negotiations.</li> </ul> <p>If the Contractor’s employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of the MSA (the “<b>Unlawful LD Period</b>”) that remains unresolved for a period of 30 calendar days, CM may deem a Material Contractor Default to have occurred.</p> <p>Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for</p>

	the cost of collecting the PPP from registered communities that do not receive collection services pursuant to the MSA.
Representations and Warranties	<p>The MSA will contain standard representations and warranties of the Contractor including, but not limited to:</p> <ul style="list-style-type: none"> <li>(a) corporate matters (duly incorporated, authority to execute);</li> <li>(b) if applicable, it has consulted with any communities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such communities or members of the Contractor, as the case may be;</li> <li>(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;</li> <li>(d) as of the Effective Date, and throughout the term of the 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</li> <li>(e) in performing its obligations under the 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.</li> </ul>
Record Keeping and Reporting Requirements	Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of the MSA, including any SOW, which shall include an annual fuel emissions report, as required by CM from time to time.
Subcontractors	<p>The Contractor may subcontract portions of the Work to subcontractors (“<b>Subcontractors</b>”) and shall provide CM with redacted subcontracts and related documents, upon request.</p> <p>The Contractor shall in all cases be fully responsible to CM for all of its obligations under the 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.</p>
Access to the Work	Upon at least 48-hours notice, the Contractor shall provide CM and its professional advisors, auditors and consultants access to the Work to monitor, observe and review (including causing the Subcontractors to provide same).
Contractor Default	<p>The MSA will contain the following definitions:</p> <p>“<b>Contractor Default</b>” means a failure of the Contractor to comply with the requirements of the MSA or unsatisfactory performance of the Contractor’s obligations under the MSA, other than a Material Contractor Default.</p> <p>“<b>Material Contractor Default</b>” means the Contractor has committed any of the following acts or omissions:</p> <ul style="list-style-type: none"> <li>(a) disposing of any PPP that was collected as part of the MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a person not expressly permitted by the MSA;</li> <li>(b) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;</li> <li>(c) failing to comply with the MSA, including any SOWs, in a manner that results in CM or producers becoming non-compliant with the Regulation, Bylaws or any applicable policy of the Authority; or</li> <li>(d) abandoning the Work.</li> </ul>
Contingency Plan	<p>In the event of a Contractor Default or a Material Contractor Default, CM may direct the Contractor, at the Contractor’s expense, to:</p> <ul style="list-style-type: none"> <li>(a) prepare and present to CM, for review and approval, a contingency plan (“<b>Contingency Plan</b>”) as soon as practical, but not later than five (5) Business 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</li> </ul>

	<p>the MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future;</p> <p>(b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within two (2) Business Days of CM approving the Contingency Plan; and</p> <p>(c) otherwise take all measures necessary to address the Work that is not compliant with the terms of the MSA.</p>
Documentation and Payment	<p>All amounts in the MSA are in Canadian funds.</p> <p>CM may issue a purchase order in respect of each SOW. Any such purchase order shall be solely for the convenience of CM.</p> <p>After there is a Work Report for the Month (as to be defined in the applicable SOW) in respect of a calendar month, CM shall pay the Contract Price for the Work performed during the applicable calendar month, within thirty (30) calendar days of the date the Work Report for the Month is agreed upon by the Contractor and CM. However, CM shall not pay the Contract Price of the Work performed during a calendar month until at least forty-five (45) calendar days after the last day of such calendar month.</p> <p>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, including the Work Report for the Month, pursuant to the provisions of the MSA, including the applicable SOW, and the items are deemed acceptable to CM, acting reasonably.</p> <p>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.</p> <p>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 payment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.</p> <p>Price adjustments may be specified in a SOW.</p> <p>In the event there are any monies payable to CM by the Contractor under the terms of the MSA, CM shall invoice the Contractor for such amounts.</p> <p>The Contractor is not eligible for any payment until after the performance of Work under a SOW.</p>
Taxes	<p>Except for applicable taxes payable by CM pursuant to any SOW, all taxes will be solely the responsibility of the Contractor.</p>
Interest	<p>The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days following the date on which payment is due 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 one percent (1%) per annum plus prime.</p>
Limited Liabilities	<p>Subject to the below, the total cumulative liability of the Contractor to CM for all Losses and Claims of any kind with respect to the MSA shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "<b>Contractor Liability Threshold</b>").</p>

	<p>The Contractor Liability Threshold shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:</p> <ul style="list-style-type: none"> <li>(a) all costs to complete the Work, in accordance with the MSA, including the applicable SOWs, that are in excess of Contract Price; and</li> <li>(b) indemnification by the Contractor as set out in the MSA.</li> </ul> <p>The total cumulative liability of CM to the Contractor for all Losses and Claims of any kind with respect to the MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "<b>CM Liability Threshold</b>").</p>
<p>Responsibility for Damages/Indemnification</p>	<p><u>Contractor Indemnity:</u></p> <p>The Contractor shall indemnify and hold harmless CM and its officers, directors, employees, agents and representatives (collectively, the "<b>CM Indemnitees</b>") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees, directly or indirectly arising out of the MSA attributable, wholly or in part, to:</p> <ul style="list-style-type: none"> <li>(a) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under the MSA;</li> <li>(b) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to the MSA;</li> <li>(c) failure to comply with, or breach of, any of the Contractor's obligations under the MSA;</li> <li>(d) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under the MSA; or</li> <li>(e) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority 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 the MSA by CM.</li> </ul> <p>The Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.</p> <p>Indemnification by the Contractor pursuant to the above shall include claims, demands, actions, suits and other proceeding by persons against the CM</p>

	<p>Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.</p> <p><u>CM Indemnity</u>  CM shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the <b>“Contractor Indemnitees”</b>) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of the MSA attributable, wholly or in part, to any grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).</p>
Force Majeure	The MSA includes provisions relating to force majeure events.
MSA Termination	<p>CM may terminate the MSA, or any SOWs, or terminate the Contractor’s right to perform the Work (or any part thereof) as follows:</p> <ul style="list-style-type: none"> <li>(i) if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;</li> <li>(ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;</li> <li>(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, or within such other time as mutually agreed between the parties, immediately, upon written notice being provided to the Contractor; and</li> <li>(iv) if the parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. CM may exercise the right of termination provided for in this section, if the parties cannot agree upon a Change Order in respect of a Communications.</li> </ul> <p>If CM terminates the MSA or any SOW as noted above, CM is entitled to:</p> <ul style="list-style-type: none"> <li>(a) Take possession immediately of all the PPP;</li> <li>(b) Withhold any further payments to the Contractor until the completion of the Work; and</li> <li>(c) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of Material Contractor Default or Contractor Default, which may be deducted from any monies due, or becoming due, to the Contractor.</li> </ul> <p>The Contractor may terminate the MSA, or any SOW, as follows:</p> <ul style="list-style-type: none"> <li>(i) without cause at any time, upon eighteen (18) months’ written notice being provided to CM;</li> <li>(ii) for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate the MSA with thirty (30) days’ notice; and</li> <li>(iii) for breach of CM’s confidentiality obligations under the MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate the MSA with thirty (30) days’ notice.</li> </ul>
Remedies	CM may take such steps as it 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.
Disputes	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:

	<ul style="list-style-type: none"> <li>(i) The parties shall attempt to resolve the dispute through informal discussions;</li> <li>(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</li> <li>(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 the MSA.</li> </ul>
Arbitration	Disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, RSA 2000, C A-43, as amended from time to time and the MSA shall contain additional provisions regarding the arbitration process.
Choice of Forum	Any legal action, litigation, or proceeding of any kind relating to the 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.
Governing Law	The MSA will be interpreted and governed by the laws of the Province of Alberta.
Compliance with Laws and Permits	<p>The Contractor shall comply in all material respects with Applicable Law and shall perform and complete the Work in accordance with and in compliance with all Applicable Law, including all Applicable Law related to the environment and health and safety. If there is a conflict between the standards required by Applicable Law, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.</p> <p>The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.</p>
Assignment	The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of the MSA, including any rights or obligations under the MSA, or its power to execute such MSA, without the prior written consent of CM.
Contractor to Make Examinations	The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under the MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed.
Access to Records	<p>The Contractor shall maintain in its designated local office complete operations, customer, financial and service accounts, books and records, as applicable to the Work (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CM. The Contractor shall maintain in its head office reporting records and billing records pertaining to the MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under the MSA, as adjusted for additional and deleted services provided under the MSA. CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit implemented in accordance with the Regulation, Bylaws or any applicable policy of the Authority) and review purposes.</p> <p>The Contractor shall make available copies of certified weigh scale records for PPP on request within two (2) Business Days of the request. All records related to the MSA, including the Records, shall be maintained, and access granted, throughout the term of the MSA for at least five (5) years thereafter.</p>
Insurance	<p>The Contractor shall at its own expense obtain and maintain for the term of the MSA:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	<p>(\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under the 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;</p> <p>(ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of the MSA. The policy shall be endorsed to provide contractual liability coverage;</p> <p>(iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the Work and services described in the MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of the 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; and</p> <p>(iv) For all SOWs involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all depots applicable to such SOW) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.</p> <p>The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:</p> <p>(i) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its 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;</p> <p>(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</p> <p>(iii) Policies for the above must be kept continuous throughout the term of the MSA. If any of the above policies are being cancelled, the Contractor shall notify CM in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of CM. 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.</p> <p>All coverages for Subcontractors shall be subject to the same insurance requirements as the Contractor.</p>
Changes to MSA	Changes to the MSA, including any SOW, may only be made in writing signed by duly authorized representatives of both parties.
Change Management	<p>Among other terms, the MSA will include the following with respect to changes:</p> <ul style="list-style-type: none"> <li>• 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 SOW. 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 ("<b>Change Notice</b>").</li> <li>• 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</li> </ul>

	<p>(the “<b>Cost Estimate</b>”), 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.</p> <ul style="list-style-type: none"> <li>• 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 SOW (“<b>Change Order</b>”) 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.</li> <li>• If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in the MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with certain information as to be set out in the MSA. 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 those to be set out in the MSA.</li> </ul>
Conflicts and Omissions	<p>Any Work not specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in the 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.</p> <p>If the Contractor discovers any provision in the 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.</p>
Duty to Notify	<p>As may be further specified in a SOW, 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 the MSA, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CM, in writing.</p> <p>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.</p>
Intellectual Property	<p>Among other terms, the MSA will include the following with respect to intellectual property:</p> <ul style="list-style-type: none"> <li>• With certain exceptions, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with the MSA (collectively, “<b>Documentation</b>”) are the property of CM or such other entity as identified by CM and the Contractor shall use such Documentation only as is necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.</li> <li>• Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CM free and clear of all encumbrances upon CM making any payment in accordance with the MSA which is attributable, either in whole or in part, to the relevant Work.</li> <li>• 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 and all Intellectual Property Rights in the Work in accordance with the terms of the MSA.</li> </ul>



	<ul style="list-style-type: none"> <li>The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CM.</li> </ul>
Confidentiality Covenant	<p>Among other terms, the MSA will include the following with respect to Confidential Information:</p> <p>Confidential Information means information of or relating to a party (the “<b>Disclosing Party</b>”) 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 “<b>Receiving Party</b>”) 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 the MSA. 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>Confidential Information</b>”).</p> <p>The Receiving Party shall:</p> <ul style="list-style-type: none"> <li>(i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;</li> <li>(ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under the MSA;</li> <li>(iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party (“<b>Representatives</b>”) 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 the MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and</li> <li>(iv) be responsible for any breach of the MSA by any of its Representatives.</li> </ul> <p>Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Law relating to privacy (“<b>Privacy Laws</b>”) in the performance of its obligations under the MSA, except as will be set out in the MSA.</p>
Survival	Sections regarding limited liabilities, responsibility for damages/indemnification, MSA termination, intellectual property, confidentiality and other sections as to be set out in the MSA survive the expiration or termination of the MSA.
Revisions to the MSA	Except as otherwise expressly stated in the MSA, no amendment or termination of the 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 the MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, “ <b>Communications</b> ”), and CM will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable.

	<p>Such revision shall automatically have effect from the date of the 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.</p>
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<b>COMMUNITY CURBSIDE COLLECTION SOW</b>	
Definitions	Terms not otherwise defined herein shall have the meanings ascribed to them in Schedule "A" or the MSA.
SOW Term	The Work is to be performed from the service commencement date of April 1, 2025.
Scope of Collection Services	The collection services will include picking up PPP from residential premises in the registered community(ies), collection vehicle compacting and delivery of collected PPP to a receiving facility.
Service Provision	<p>The SOW will include the following service provisions, among others:</p> <ul style="list-style-type: none"> <li>• The Contractor will work with multiple-family dwellings to determine the optimal set-out location of the recycling containers.</li> <li>• CM and the Contractor may amend the SOW to make changes of a minor nature to add or remove residential premises, notwithstanding the change process set out in the MSA.</li> <li>• Contractor will use best efforts to reduce the quantity of non-PPP to no more than 4% by weight. If the average in any 6-month period exceeds 4%, the Contractor will need to submit and implement a plan for improvement.</li> <li>• If applicable, the Contractor is responsible for replacing a damaged or missing collection container when requested by a residential premises or CM, within one week of notification.</li> <li>• If any PPP is set out incorrectly or improperly, the Contract shall place a non-compliance notification tag in a prominent location identifying the problem.</li> <li>• The Contractor will deliver all collected PPP to the receiving facility, and the Contractor shall ensure the collection vehicle adheres to the appropriate steps at the receiving facility, including passing over the weigh scale, emptying separate streams of PPP, obtaining a split weight, and having a tare weight taken once every two months.</li> <li>• The Contractor shall perform the collection services between the hours of 7:00 a.m. and 6:00 p.m.</li> <li>• The failure of the Contractor to collect PPP in accordance with a collection route approved by CM shall be considered a missed collection.</li> </ul>
Record Keeping and Reporting Requirements	The collection vehicle operator will provide the necessary information to the receiving facility representative ensuring certain data (as further specified in the SOW) may be collected for each vehicle, and will keep detailed records for the PPP collected and delivered to a receiving facility. Within 60 calendar days of the end of the calendar year, the Contractor shall annually provide a report to CM outlining kilometres driven and fuel consumed by collection vehicles. Weigh scale receipts, if received from the receiving facility, must be maintained and made available upon request by CM. The Contractor shall review a monthly summary report prepared by CM by the 5 <sup>th</sup> day of the month following the month addressed in the summary report, and within 5 days of receipt, Contractor shall review and notify CM of any discrepancies or the Contractor's acceptance.
Documentation and Payment	If provided to the Contractor when the Contractor delivered a load to the receiving facility, the Contractor shall provide weigh scale records to CM upon request. The Contractor will only be paid for Work under the SOW in respect of any calendar month once there is an accepted work report for the month. There shall be no increase in the prices set out in the SOW for any changes to the Contractor's responsibilities.
Compensation	The Contract Price for the Work performed under the SOW shall be calculated as: the Unit Price applicable to a single-family dwelling stop multiplied by the total number of single-family dwelling stops and the Unit Price applicable to a multiple-family dwelling stop multiplied by the total number of multiple-family dwelling stops for each registered community as provided for in the exhibits to the SOW.

	<p>For the purposes of the SOW, "Unit Price" means the applicable unit price for the registered community applicable to the category of single-family dwelling stops and multiple-family dwelling stops as to be set out in a pricing form attached to the SOW.</p> <p>The Unit Price will be adjusted annually, starting on the first annual anniversary of the service commencement date for each registered community to adjust for CPI changes.</p>
Exhibits	<p>Exhibits to the SOW will include: (i) the number of single-family dwellings and multiple-family dwelling stops and related information, (ii) the number of multiple-family dwellings and related information, (iii) the PPP to be collected for the SOW, and (iv) compensation information.</p>

**Schedule “A” – Table of Terms and Associated Meanings**

“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 the MSA or any party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Without limiting the foregoing, Applicable Law shall include the <i>Freedom of Information and Protection of Privacy Act</i> (Alberta).
“Authority”	means the Alberta Recycling Management Authority
“Bylaws”	means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.
“Business Day”	means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.
“Collection Data”	means all data or information pertaining to Equipment or PPP or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to the MSA, including any SOW, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CM pursuant to the MSA.
“Contract Price”	means the total price payable under the MSA, as set forth in the SOWs.
“Equipment”	means all vehicles, including collection vehicles and hauling vehicles, machinery, apparatus and other items 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, proprietary 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.
“Legislative Change”	means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CM in its sole and absolute discretion.
“Losses and Claims”	means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).
“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 SOW it has the meaning set out in such SOW to the extent expressly set out otherwise in such SOW.
“Regulation”	means the <i>Extended Producer Responsibility Regulation</i> , AR 194/2022 under the <i>Environmental Protection and Enhancement Act</i> (Alberta), as amended or replaced from time to time.
“Unusually Severe Adverse Weather Conditions”	means unusually severe adverse weather conditions at the place of the Work which: (a) 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 (b) 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 the MSA, including the SOW and any Change Orders agreed to by the parties.