



MEMBERSHIP APPLICATION AGREEMENT

Company information

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

Company representation

Authorized Company Representative Individual is authorized to exercise Member's rights of membership and will receive meeting notices and correspondences from Cleanfarms Inc.

Name	Title
Email	Phone
Address (if different from above)	
Street number and name	
City	Province
Postal code	
Alternate Company Representative	
Name	Title
Email	Phone
Address (if different from above)	
Street number and name	
City	Province
Postal code	

Class of membership applied for *see By-Laws for more details on membership class

Active (brand owner, manufacturing company)	Associate (retailers, suppliers to the industry)
--	---

Product lines and packaging (check all that apply)

SEED	“true bulk”	bulk (reusable hard plastic)	totes (501-1,000 kg)	totes (31 – 500 kg)	bags (≤30 kg)
PESTICIDES (including adjuvants)	reusable bulk containers (>23L drums/totes, with deposit)	totes (501 – 1,000kg)	one way bulk containers (>23L drums/totes, no deposit)	totes (31 – 500 kg)	≤23L containers bags (≤30 kg)
LIQUID FERTILIZER	reusable bulk containers (> 23 L drums/totes, with deposit)		one-way bulk containers (> 23 L drums/totes, no deposit)		≤23L containers
AGRICULTURAL PACKAGING PRODUCTS	grain bags		silage bags		

Please indicate which regions you do business in (check all that apply)

Eastern Canada ON, QC, Maritimes	Prairies MB, SK, AB	British Columbia
----------------------------------	---------------------	------------------

ACCEPTANCE OF APPLICATION FOR MEMBERSHIP SHALL BE SUBJECT TO ACCEPTANCE BY THE BOARD AND CONDITIONAL ON PAYMENT OF MEMBERSHIP DUES (PLUS HST) FOR THE FIRST YEAR. BY EXECUTING AND SUBMITTING THIS APPLICATION FOR MEMBERSHIP, I AGREE TO BE BOUND BY THE TERMS OF THE BY-LAWS OF CLEANFARMS INC. A COPY OF WHICH I HEREBY ACKNOWLEDGE HAS BEEN PROVIDED TO ME.

Authorized Company Representative Signature

Date

Background

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

Terms and conditions

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

1. Interpretation

- 1.1. The Applicant acknowledges that it has been provided with copies of, and has had the opportunity to review, the current Governance Documents. Capitalized terms that are used in this Application Agreement have the meanings given in the General By-laws unless otherwise defined in this Application Agreement.
- 1.2. In the event of any discrepancy between this Application Agreement and the Governance Documents or Program Requirements, the Governance Documents or Program Requirements, as applicable, will govern.

2. Membership

- 2.1 Subject to the terms set out in this Application Agreement, the Applicant agrees to become a Member of Cleanfarms. By agreeing to become a Member, the Applicant agrees: (a) to abide by the General By-laws, Code of Conduct and Corporate Policies; and (b) to participate in the Stewardship Programs that apply to its business in accordance with the applicable Program Requirements and applicable laws.
- 2.2 The Applicant acknowledges that its application for membership is subject to approval by Cleanfarms in accordance with the General By-laws.

3. Responsibilities of the Applicant

- 3.1. The Applicant will abide by the terms and conditions of this Agreement.
- 3.2. Where a Fee Advance is required above, the Applicant will pay the Fee Advance to Cleanfarms upon the execution of this Application Agreement. The Fee Advance will be applied against the first invoice for fees issued by Cleanfarms to the Applicant (as Member) under a Stewardship Program, but is otherwise non-refundable.
- 3.3. Upon the approval of the Applicant as a Member, the Applicant will continue to abide by the terms and conditions of this Application Agreement and by the Governance Documents and applicable Program Requirements. Without limiting the foregoing, the Applicant will, as a Member:
 - a. participate in all Stewardship Programs that are offered by Cleanfarms, to the extent that such Stewardship Programs apply to the business of the Member, and comply with all Program Requirements;

- b. provide such data and information as may be reasonably requested by Cleanfarms in connection with membership in Cleanfarms or participation in Stewardship Programs, including without limitation by participating in any sales surveys; and
- c. pay all Fees as may be established and charged by Cleanfarms from time to time in accordance with the Governance Documents and Program Requirements.

3.4 Once the Applicant becomes a Member, it agrees:

- a. to maintain records relating to the products covered by Stewardship Programs in accordance with the Governance Documents, Program Requirements and applicable law; and
- b. that Cleanfarms may, from time to time, audit the records of the Member with respect to compliance with Program Requirements and the payment of Fees. The Member shall make available to Cleanfarms all records relating to compliance with Program Requirements and payment of Fees to the extent reasonably required to perform an accurate audit.

4. Responsibilities of Cleanfarms

4.1. Cleanfarms will abide by the terms and conditions of this Application Agreement.

4.2. Upon the approval of the Applicant as a Member, Cleanfarms will continue to abide by the terms and conditions of this Application Agreement and by the Governance Documents and applicable Program Requirements. Without limiting the foregoing, Cleanfarms will:

- a. operate the applicable Stewardship Program(s) in accordance with applicable law and the Program Requirements;
- b. maintain all necessary registrations and approvals required to operate such Stewardship Program(s); and
- c. submit information or material to any relevant agency or governmental authority in connection with the Stewardship Program(s) to the extent required by applicable law.

4.3. Provided that Cleanfarms is not in default of its obligations under this Application Agreement, the Applicant will not seek to develop, or engage another third party to develop, a stewardship program that competes with a Stewardship Program offered or under development by Cleanfarms (a "**Completing Program**"), nor will it agree to participate in a Completing Program.

5. Stewardship Programs under Development

5.1 Where a Stewardship Program that applies to the business of the Applicant is under development by Cleanfarms (as identified above) as of the date of this Application Agreement:

- a. Cleanfarms will develop the applicable Stewardship Program, and will provide reasonable opportunity for the Applicant to provide feedback on draft elements of the Stewardship Program;
- b. the Applicant will cooperate reasonably and in good faith with Cleanfarms in developing the Stewardship Program, including by providing such data and information as Cleanfarms may reasonably request in connection with the Stewardship Program, including without limitation through sales surveys; and
- c. if the only Stewardship Program that applies to the Applicant is the one under development, the Applicant will be admitted as a Member only once that Stewardship Program has been launched.

6. Confidentiality

- 6.1. For the purposes of the Application Agreement, “**Confidential Information**” means information made available to the parties through the operation of the Application Agreement and includes all information that is not publicly available and is of such a nature that a reasonable person would believe it to be confidential or proprietary. Each agrees to (a) take commercially reasonable precautions, at least as great as the precautions it takes to protect its own Confidential Information, to protect the other party’s Confidential Information; (ii) limit the disclosure of Confidential Information to those having a need to know; and (iii) use Confidential Information solely for the purposes contemplated in this Application Agreement and in the Governance Documents and Program Requirements.
- 6.2. Additional terms and conditions may apply in respect to the collection, analysis, use and disclosure by Cleanfarms of data collected through the sales survey. These additional terms and conditions will be presented to the Applicant at the time that such sales surveys are conducted.
- 6.3. Notwithstanding anything to the contrary in this Application Agreement, Cleanfarms may disclose information to the extent required by law, including as contemplated in Section 4.2(c).

7. General

- 7.1 This Application Agreement is effective as of the date first written above and will continue until it is terminated in accordance with its terms. Where a party is in breach of its obligations under this Application Agreement and fails to remedy that breach within 30 days of receiving notice of same, the other party may terminate this Application Agreement by notice in writing to the breaching party.
- 7.2 Notwithstanding any other wording in this Application Agreement, any damages that Cleanfarms is or may be required to pay for any and all causes under this Application Agreement are limited to the lesser of the direct damages proven by the Applicant and the amounts paid by the Applicant in respect of the Fee Advance or other Fees in the 3 months prior to the event giving rise to Cleanfarms’ liability.
- 7.3 The parties are independent contractors and this Application Agreement does not create any partnership, joint venture, employer/employee, principal/agent or any other relationship between Cleanfarms and the Applicant, provided only that the Applicant may become a Member of Cleanfarms on the terms set out above.
- 7.4 Neither party will assign this Application Agreement to any other person without the prior written consent of the other party, not to be unreasonably withheld, provided that Cleanfarms may subcontract with third parties to perform all or part of its obligations under this Application Agreement or under a Stewardship Program.
- 7.5 This Application Agreement (together with the Governance Documents, Program Requirements and the terms applicable to any sales survey) comprises the entire agreement between the parties with respect to the subject matter hereof and there are no other representations, understandings, or agreements except as contained, in writing, herein or therein. This Application Agreement may not be modified except by an agreement in writing signed by authorized representatives of both parties. If any provision of this Application Agreement is held to be unenforceable, the enforceability of the remaining provisions will not be affected.
- 7.6 This Application Agreement will ensure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns.

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

email: info@cleanfarms.ca

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

7.8 This Application Agreement is subject to and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7.9 This Application Agreement may be executed in any number of counterparts, and in original or portable document format, and by the different parties hereto on the same or separate counterparts, each of which will be deemed to be an original instrument, and all of which together will constitute one and the same Application Agreement.