



NATIONAL STEWARDSHIP AGREEMENT ("Agreement")

Dated May 25, 2012

This National Stewardship Agreement ("**Agreement**") is entered into between the Steward named on the cover page (the "**Steward**") and Electronic Products Recycling Association/Association pour le recyclage des produits électroniques ("**EPRA**"), a corporation without share capital incorporated under the *Canada Corporations Act*.

Recitals:

A. Under the statutes, regulations, policies or other requirements having the force of law in various Canadian provinces and territories, as such laws may be amended from time to time, Stewards are obligated to responsibly divert electronic products (collectively, "**Applicable Law**").

B. A national governance structure has been implemented to streamline electronics stewardship programs across selected provinces and territories with EPRA operating and managing an electronics stewardship program for the responsible diversion of electronic products pursuant to Applicable Law (the "**EPRA Program**") and the Steward wishes to join the EPRA Program in order to satisfy certain of its obligations under Applicable Law.

In consideration of the mutual promise contained in this 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. Agreement to Operate EPRA Program

1.1 The Steward agrees to become a steward of the EPRA Program and to abide by the terms of this Agreement, and other rules and policies as are created and amended from time to time by EPRA (collectively, the "**EPRA Policies**"). For a complete list of the EPRA Policies, refer to the EPRA website located at <http://epra.ca/what-is-a-steward/policies> (the "**EPRA Website**").

1.2 EPRA agrees to operate the EPRA Program on behalf of the Steward in accordance with Applicable Law and the EPRA Policies.

1.3 EPRA and the Steward each agree that the purpose the Steward's stewardship in the EPRA Program is to implement measures to protect the environment by responsibly diverting electronic products and to act in compliance with Steward's legal obligations under Applicable Law.

2. Responsibilities of the Steward

2.1 The Steward shall:

(a) from time to time, on the EPRA Website designate any or all products that the Steward sells, supplies, distributes, imports and/or diverts to be governed by the EPRA Program in accordance with the terms of this Agreement (the "**Designated Products**") and designate the provinces in which it wishes to become a steward of the EPRA Program (the "**Designated Provinces**"). For greater certainty, the Steward may amend the Designated Products and Designated Provinces upon updating their profile on the EPRA Website;

(b) pay to EPRA the environmental handling fee and/or other steward fees set-out on the EPRA Website, plus applicable taxes (collectively, the "**Steward Fees**") for the Designated Products. The applicable Steward Fees shall be based on the Designated Products and Designated Provinces such Steward selects on the EPRA Website;

(c) be subject to and comply with the EPRA Policies, including for the payment of Steward Fees, overdue amounts, return of Designated Products and reporting and remittance obligations;

(d) agrees that EPRA may, from time to time, audit the records of the Steward, with respect to Supplied Designated Products and the remittance to EPRA of the Steward Fees pursuant to the EPRA Policies. The Steward shall make available to EPRA all records and information relating to Supplied Designated Products and remittances to EPRA of Steward Fees provided the records and information are reasonably required to perform an accurate audit; and

(e) maintain and keep records of all transaction related to the Designated Products in accordance with Applicable Law and EPRA Policies.

2.2 The current Steward Fee rates published on the EPRA websites are subject to change from time to time by EPRA, in their sole direction and subject to Applicable Law. Any changes to the Steward Fees will be communicated at least 90 days prior to any change via written or electronic notice to the Steward at the address or email provided by the Steward

3. Responsibilities of EPRA

3.1 EPRA shall:

(a) ensure that it maintains all necessary registrations under Applicable Law;

(b) accept and carry out the duties of the Steward, as an agent or otherwise, pursuant to the Applicable Law and the EPRA Program;

(c) operate the EPRA Program in accordance with Applicable Law and the EPRA Policies;

(d) will submit any additional information or material to any relevant environmental agency;

(e) provide reasonable notice to the Steward, of any substantive EPRA Program amendments or changes including ninety (90) days' advanced notice of any change to the Steward Fees, provided that whenever reasonably possible, no changes will be made in the months of January, August, September, November and December. Notice may be transmitted via facsimile, electronic mail, or other written communication;

(f) provide prompt written notice to the Steward (i) in the event that the approval from a governmental agency under Applicable Law in respect of the EPRA Program is suspended or cancelled, together with the stated reasons for the suspension or cancellation; and (ii) of any hearing or similar meeting that is anticipated or pending in connection with a suspension or cancellation of said approval; and

(g) assign a stewardship number to the Steward and shall notify the Steward in writing of the number.

4. Term and Termination

4.1 The Agreement commences on the date it is signed by EPRA and expires when the Steward ceases to be a steward of EPRA unless otherwise terminated in accordance with the terms below. The Steward may amend the list of Designated Products and Designated Provinces on the EPRA Website without affecting the term of this Agreement.

4.2 Either party may terminate this Agreement at any time by providing written notice 120 days in advance of termination to the other party.

4.3 The Steward may terminate this Agreement immediately by written notice to EPRA in the event that the Steward is notified that the approval under Applicable Law for the EPRA Program has been cancelled.

4.4 EPRA may terminate this Agreement and cancel stewardship in the event that the Steward breaches this Agreement or the EPRA Policies and fails to cure such breach within 30 days of written notice of the breach by EPRA to the Steward.

4.5 If this Agreement is terminated for any reason the Steward and EPRA agree to take all necessary actions to terminate the Steward's stewardship in the EPRA Program. Upon notice of termination of the Agreement EPRA may require a closing audit of the Steward, and, if applicable, EPRA will forthwith advise the governmental authorities under Applicable Law of the termination.

5. General

5.1 This Agreement, the EPRA Policies, the EPRA Website and any other online system used by EPRA to track the Steward's Designated Products and Designated Provinces all form part of this Agreement and shall govern the relationship between the Steward and EPRA.

5.2 The Parties agree to comply with all Applicable Laws and applicable provincial privacy legislation.

5.3 For the purposes of the Agreement, "Confidential Information" means information made available by a party (the "disclosing party") to the other party (the "receiving party") in connection with the operation of the Agreement and includes, without limitation, all personal information and business contact information of a disclosing party's employees, representatives and agents and any other information of a disclosing party that is not publicly available and is of such a nature that a reasonable person would believe it to be confidential or proprietary. The receiving party agrees to (i) hold Confidential Information of the disclosing party in confidence; (ii) protect the disclosing party's Confidential Information using the same degree of care as the receiving party uses to safeguard its own Confidential Information of a similar nature; (iii) limit access to Confidential Information to the receiving party's employees, representatives and agents having a need to know in connection with the operation of the Agreement; (iv) not disclose the disclosing party's Confidential Information to any third person except as required by law; and (v) use Confidential Information solely for the purposes of carrying out their respective obligations under, and in accordance with, the terms of the Agreement.

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

E-mail:
registration@EPRAAssociation.ca

Written Notice:
*Electronic Products Recycling Association
c/o: Program Registration
5750 Explorer Drive, Suite 301
Mississauga, ON L4W 0A9*

5.5 This Agreement is governed in accordance with the laws of the province or territory in which the Steward's head office is located and in accordance with the laws of Canada having general application therein.

5.6 This Agreement will enure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

5.7 By acknowledging your acceptance of this Stewardship Agreement and completing the online registration process you hereby accept the terms and conditions of this Agreement.