



Brand Owner Information Package

Encorp Pacific (Canada)



March 2024



In 2020 we defined our Social Purpose, which embodies our commitment to creating a better future for people, communities, and the planet:

We exist to foster a world where nothing is waste.

Table of Contents

INTRODUCTION	4
DEFINITIONS	5
HOW THE MONEY FLOW	6
DEPOSIT/REFUND SYSTEM DIAGRAM	7
Deposit/refund schedule	8
Container Recycling Fee (CRF)	9
ENCORP PACIFIC RECYCLING SYSTEM	10
BEVERAGE IDENTIFICATION CHART	11
STEPS TO COMPLIANCE	12
Appointment Agreement.....	12
Container Registration	12
Sales Report	13
APPOINTMENT AGREEMENT	14

Under the BC Recycling Regulation, prior to selling any “ready-to-drink” beverages within British Columbia, brand owners are required to file a stewardship plan showing how their used containers will be recovered and recycled. A brand owner may choose to sign up with Encorp Pacific (Canada) further referred as Encorp, the industry-managed agency developed to do this on their behalf.

Encorp is a federally incorporated, not-for-profit, product stewardship corporation established in 1994 and appointed to fulfill the requirements of the Recycling Regulation, Schedule 1, Beverage Container Product Category (BC Reg.449/2004). Encorp’s mandate is to develop, manage and improve systems to recover used beverage containers and ensure that they are properly recycled and not land filled. Encorp is responsible for overseeing the program on behalf of its stewards, who are defined by the Regulation as the producers. Encorp supports its stewards in fulfilling their obligation to establish collection and recycling programs under applicable provincial Extended Producer Responsibility (EPR) legislation. On a regular basis, Encorp engages brand owners and retailers of regulated products to ensure they are aware of their obligations related to the EPR Program in BC.

Our overall role is straightforward: we do not set the policies or recovery targets specified in the Recycling Regulation; we act as the stewardship agency on behalf of all brand owners who sell packaged “ready-to-drink” beverages in BC.

The diagram on page 7 shows how Encorp is placed between the policy-making sectors and the private sector. Encorp collects deposits and container recycling fees from beverage brand owners and holds these funds in “accounts” from which deposits are refunded and operational costs are paid when containers are returned to Encorp Return-It collection sites or grocery stores. Brand owners, in turn, charge the deposit and Container Recycling Fee (CRF) to the grocer and the grocer in turn charges the consumer.

WHO SHOULD REGISTER WITH ENCORP

In the BC Recycling Regulation, the producer (as defined below) is responsible for complying with the Recycling Regulation. The producer may appoint an agency such as Encorp to fulfill the BC Recycling Regulation requirements on their behalf.

As per the [British Columbia Recycling Regulation](#), "producer" means:

2 (1) A producer of a container is one of the following:

- (a) a person who manufactures in British Columbia a beverage which is sold in a container;
- (b) if paragraph (a) does not apply, a manufacturer's agent who represents to the Liquor Distribution Branch a person who manufactures outside British Columbia a beverage which is sold in a container;
- (c) if paragraphs (a) and (b) do not apply, a person who distributes in British Columbia a beverage, other than liquor, which is sold in a container;
- (d) if paragraphs (a) to (c) do not apply, a person who imports into British Columbia, for sale in British Columbia, a beverage which is sold in a container.

For comprehensibility and clarity, the "producers" as defined by the BC Recycling Regulation, are called "Brand Owners" in the Return-It system/process.

DEPOSIT VALUE

Deposits are charged when products are purchased in British Columbia. They are returned in full when consumers bring back the empty container for recycling. These deposits are set through government legislation.

CONTAINER RECYCLING FEE (CRF)

The Container Recycling Fee (CRF) is the fee Encorp charges to cover the net cost of recycling a beverage container type after any unredeemed deposits and commodity revenues for that container type have been used. The CRF reflects the current economic conditions of the drop in commodity prices and beverage volumes.

The deposit and CRF fees must appear as a separate line item on the supplier invoice/ receipt. **All CRF's are reviewed annually, and the new rates come into effect on February 1st of each year.** Notifications are sent to registered brand owners 90 days prior to the effective date, to give them enough time to communicate those changes with their customers. The current deposit and CRF fees can be located at <https://www.return-it.ca/beverage/products/>

ALCOHOLIC CONTAINERS

In BC, any business that intends to produce liquor in the province must be licensed by the Liquor & Cannabis Regulation Branch (LCRB). In addition, as the LDB is the sole wholesaler in the province, BC liquor manufacturers may only sell and distribute their products in BC if they are authorized by the LDB. All authorized BC liquor manufacturers must have a signed sales agreement with the LDB.

Find out more on how to obtain a manufacturer's liquor license by visiting the [LCRB website](#).

EXEMPTED BEVERAGES

There are certain ready-to-drink beverage containers that are excluded from the BC Recycling Regulation and exempt from a deposit. These include:

- Infant Formula
- Meal replacements, dietary or nutritional supplements
- Concentrates (i.e., frozen, or unfrozen juice concentrates)
- Liquids that are not meant primarily as ready-to serve drinks. These include whipping cream, coffee cream, half-and-half, buttermilk
- Modified or milk-derived products, such as drinkable yogurt, kefir, and similar products.

More details on the products exempted from the Regulation can be found [here](#).

For greater clarity, all beverages that contain the mention of meal replacement, liquid formulated diet, or nutritional supplement on the beverage packaging are exempt from the deposit refund system.

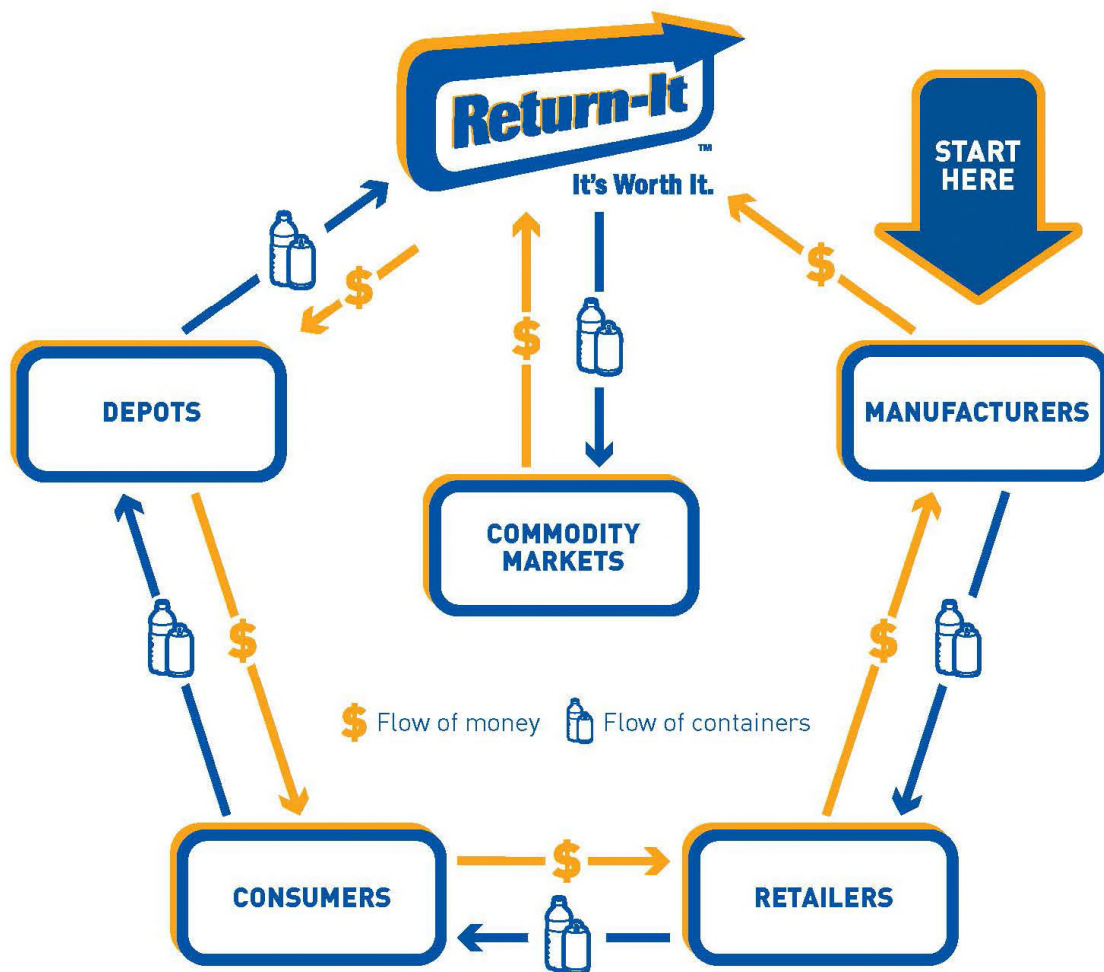
Please ensure that no deposits and containers recycling fees (CRF) are charged on exempted products.

HOW THE MONEY FLOWS

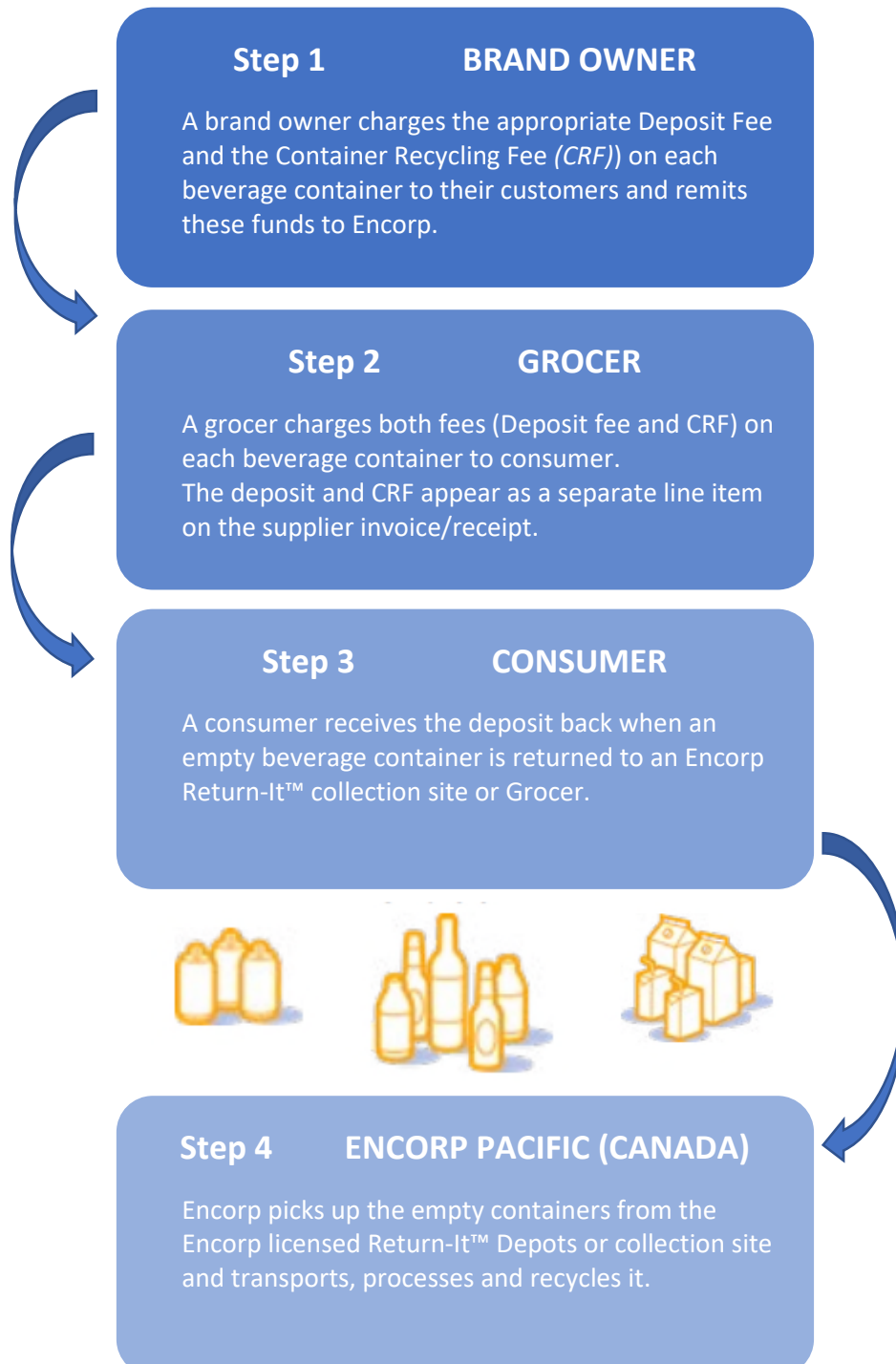


The chart below gives an illustration of how the money and the non-refillable used beverage containers move in the system.

The arrows show the direction of payments for deposit and container recycling fees (CRF) and the movement of beverage containers.



Encorp's guiding principles require that each container type pays its own way, hence the individual accounts for each container type. The following diagram shows the flow of a container.



The Deposit / Refund Schedule under the Recycling Regulation in British Columbia is as follows:

“ 5 (1) A seller must collect from the purchaser, at the time of sale of a beverage in a container, a deposit in an amount not less than \$0.10.

(2) The deposit required by subsection (1) must be shown on the purchaser's receipt if a receipt is given.

(3) The deposit amount required by subsection (1) is an amount that includes any applicable taxes imposed under Part IX of the Excise Tax Act (Canada).

(4) This section does not apply to a seller if

(a) the seller sells a beverage in a container for consumption on the premises of the seller and the beverage is consumed on those premises, or

(b) the seller is a manufacturer or manufacturer's agent who sells a beverage in a container to the Liquor Distribution Branch and the Liquor Distribution Branch has elected under section 2 (2) to be the producer for that container



Deposit Value

The deposit value on all ready-to-drink beverage containers registered in the Encorp system is 10 cents.

The current deposit and CRF fees can be located at <https://www.return-it.ca/beverage/products/>

The deposit and CRF appear as a separate line item on the supplier invoice/ receipt.

For additional information, please refer to our [most common questions](#).

CONTAINER RECYCLING FEE (CRF)



The CRF is required to cover the cost of transportation and processing prior to recycling the container. As part of its not-for-profit mandate, Encorp annually reviews the costs and revenues for each container type to ensure that the appropriate fees are charged.

The changes generally occur in the following two ways:

- When increased recovery rates reduce the amount of unredeemed deposits, or the commodity prices drop or when handling, processing, or transportation fees increase, the CRF is increased to meet the increased expenses.
- When there is sufficient unredeemed deposit, or collection costs drop, the CRF is reduced to ensure that surpluses do not accumulate in that container type's account.








Container Type	Size	Deposit	Current CRF	CRF effective February 01, 2024
Non-Alcohol Beverage Containers (Milk and Milk Substitutes included)				
Aluminum	All sizes	10¢	-	2¢
Plastic	≤ 1L	10¢	2¢	4¢
	> 1L	10¢	1¢	5¢
Glass	≤ 1L	10¢	13¢	15¢
	> 1L	10¢	15¢	15¢
Bi-Metal	≤ 1L	10¢	4¢	5¢
	> 1L	10¢	-	-
Tetra Pak/Drink Box	All sizes	10¢	-	-
Gable Top (Milk and Milk Substitutes)	All sizes	10¢	1¢	1¢
Gable Top (Others)	≤ 1L	10¢	No CRF	No CRF
	> 1L	10¢	1¢	1¢
Drink Pouch	All sizes	10¢	-	-
Polypropylene cup	≤ 1L	10¢	2¢	4¢
Bag-in-a-box	All sizes	10¢	12¢	20¢

Please note Bag-in-the Box refers only to ready to drink sealed beverage containers.

Note: Bold denotes change from previous CRF schedule dated February 1, 2024.








For additional information, please refer to our [most common questions](#).

All containers collected by Encorp are shipped to recyclers for further processing into new materials, as outlined in Section 8 of the Recycling Regulation. Below is a sample report. For the most recent data, please refer to the [Annual Report](#).

Material Type	Fate of Material	Containers Sold (% of total)	Recovery % (by weight)	Energy savings	Weight diverted from landfill (mt)	Tonnes CO ₂ reduced
 Aluminum	Aluminum cans collected were sold and shipped to a re-melt facility in the US and turned back into sheet stock for new cans.	38.61%	82.80%	93%	5,922	59,712
 Plastic	Plastic containers were sold to Merlin Plastics and shipped to their two separate facilities in BC and Alberta to be cleaned and pelletized to become new raw material for manufacturers of various plastic products, including new containers, strapping material and fibres.	37.27%	71.50%	86%	10,004	11,873
 Glass	Glass containers were processed in British Columbia and shipped to a manufacturing plant that produces fibreglass insulation in Alberta; a facility that produces new glass bottles in Seattle, Washington, US; a facility that manufactures sandblasting materials in Quesnel, BC; and municipal sites that use crushed glass as construction aggregates.	15.74%	86.40%	34%	71,830	24,976
 Polycoat	Polycoat containers collected were sold to ICF International and shipped to manufacturing plants in South Korea, Thailand and Japan for material recovery and production of tissue paper from the recovered fibre. Encorp also shipped polycoat containers to a second supplier, Continuous Material Recovery. Continuous Material Recovery receives drink box containers at their facility in Des Moines, Iowa, where they produce building boards that are used as an alternative to traditional wallboards, roofing, floor underlayment, ceiling tiles and structured insulated panels.	7.14%	60.90%	53%	1,505	7,964
 Pouches	Encorp has found a viable end market through TerraCycle in New Jersey, who is using this material to make various products such as composite decking, buckets, storage totes, and non-food-grade containers and trays.	0.65%	25.40%	53%	13	14
 Bag-In-Box	The plastic bladders inside the Bag-In-Box containers were shipped to TerraCycle in New Jersey, who use them to make products such as composite decking, buckets, storage totes, and non-food-grade containers and trays. Cardboard from the outer layer of the box was recycled by local processors.	0.36%	45.33%	53%	527	564
 Bi-Metal	Other metal containers, including Bi-Metal, were sold to scrap metal dealers in BC for metal recovery.	0.24%	75.90%	82%	176	358

BEVERAGE IDENTIFICATION CHART

The following symbols can be found at the bottom or side of the beverage container. Note: This chart is for reference & container identification only and are not part of the deposit refund legislation.

	PET	Polyethylene/Terephthalate – Beverage containers include soft drink and beverage bottles and are a clear plastic.
	HDPE	High Density Polyethylene – Beverage containers include juice jugs and distilled water. <i>These containers are also made from this material: detergent, vinegar and plastic bags.</i>
	PVC	Poly Vinyl Chloride – Beverage containers include some water containers and are usually clear containers. <i>These containers are also made from this material; cooking oil, glass cleaner and liquid wax bottles.</i>
	LDPE	Low Density Polyethylene – Currently no beverage containers are made from this type. <i>These containers include plastic bags, bread bags and food wrap.</i>
	PP	Polypropylene – <i>These containers include some flavoured rice drinks, yogurt and margarine containers, shampoo and syrup bottles.</i>
	PS	Polystyrene – Beverage containers include juice cups, disposable hot and cold drink cups. <i>These containers include plastic plates and utensils, fast food clamshells, egg cartons, and meat trays.</i>
	OTHER	Other resins- Beverage containers include drink boxes, polycoated gable top cartons. <i>These containers include squeezable ketchup bottles and complex composites and laminates.</i>

1. Complete and sign the Stewardship Agency Appointment Agreement

Please fill out and sign the Stewardship Agency Appointment Agreement included in this package, beginning on page 16. Once you have provided all the requested information, return the signed document to Encorp at brandregistry@returnit.ca. To this signed agreement, you must include the completed Security Payment form (refer to Step 2).

2. Pay Security Payment to Encorp

To be part of the program, Encorp requires a Security Payment equivalent to three months' worth of sales (either recent or predicted). Please complete the form on page 23 to calculate your security payment amount and add this figure to section 4.2 of the agreement before submitting it to Encorp. (We will send you the payment instructions as soon as we receive the signed Appointment Agreement and the signed Security Payment form). The Security Deposit will be held in a dedicated Encorp's bank account and will be released upon request for account inactivation. You will receive full registration confirmation as soon as the payment is received in Encorp's bank account. Upon receipt of your security payment, Encorp will return the executed copy of the agreement for your records and input all your company information into its database. This will grant you access to Encorp's online registration and sales reporting platforms.

3. Register Your Containers/Brands

Register **each of your containers/brands* for the ready-to-drink beverages (non-alcohol, non-refillable) you sell in British Columbia** using our online registration platform. *(You will be provided with the link to our platform once the Appointment Agreement has been signed by both parties).*

Once your containers have been approved and registered in our system, you will receive a confirmation letter with the registration number for each container. Those will be then added in Encorp's database and posted for public information on Encorp's website: www.return-it.ca/registeredbrands

** Your company must register all products sold in BC, independent from other companies' registrations.*

** In the case of your company buying from Company X, and Company X is remitting the recycling fees to Encorp for the products it is selling to you, please do not register/report those containers in our system.*

Once the appointment agreement is signed and once all the containers you are selling in British Columbia are fully registered in the Encorp system, your company will be in compliance with the terms of the Recycling Regulation, appointing Encorp as your sole and exclusive Agency to act on your behalf for the purposes required by the Recycling Regulation.

Please refer to the following page for the next and final step, the monthly sales reporting phase.

4. Report Your Sales

1. Sales of products are required to be reported using Encorp's online reporting system. Once the Appointment Agreement is signed and received by Encorp, you will be provided with your secure username and password to have access to the Encorp online sales reporting platform.
2. Brand owners must report all sales of ready to drink beverages sold and shipped into British Columbia, detailing the types of containers and quantities.
3. All sales of beverages registered with Encorp must be reported on a monthly basis.
A zero report needs to be filed in case of no container sales recorded in a reporting period.
4. The sales should only include product sold into the province of British Columbia.
5. Reports and payment are due (7 days) following the reporting period.
6. All payments have to be made via electronic transfer (EFT) or using a bill payment option (Encorp Return-It) available through your financial institution.
7. It is essential to report and remit all beverage containers sold in British Columbia (whether through online sales, distributors, retailers, or direct sales) to Return-It, unless there exists a signed agreement with Return-It or with some of your customers specifying otherwise

5. Complete the Annual Sales Verification Package

As a registered producer with Encorp, you are required to provide a verification of container unit sales into the province of British Columbia **on an annual basis**. Please follow the [link](#) to get all information regarding this audit process.

Please note that your sales verification package must be completed by an external auditor, internal auditor, or senior officer of the company depending on the unit sales volume. The following table provides the level of required compliance:

Annual Unit Volume	Minimum Verification Methodology
> 10,000,000	External Auditor
> 5,000,000 but < 10,000,000	External Auditor or Internal Auditor
< 5,000,000	External Auditor or Internal Auditor or Senior Officer

Producers selling 10 million units or less, who don't have a 3rd party review process in place and submit their own internal sales verification report to Encorp, may be randomly selected to provide an independent sales verification report. Any producer chosen at random will be notified by Encorp of the requirement.

For additional information on reporting and payment procedures, please contact:

Encorp's Accounting/Sales Reporting Contact:Bev Corrigan
 Telephone:(604) 473-2432
 Toll Free:1-800-330-9767
 E-mail:bcorrigan@returnit.ca

For additional information, please refer to our [most common questions](#).



Stewardship Agency Appointment Agreement

Encorp Pacific (Canada)

APPOINTMENT AGREEMENT

THIS APPOINTMENT AGREEMENT (the "Agreement") is entered into the ____ day of _____, 20__,

BETWEEN:

ENCORP PACIFIC (CANADA)

a federal, not for profit, corporation having its head office at

100 – 4259 Canada Way, Burnaby, BC V5G 4Y2

("Encorp");

AND:

(The "Producer").

WHEREAS

A. The Producer produces beverage containers ("Products") that fall within the category or categories of beverage container products specified under the *Recycling Regulation* ("Regulation") under the *Environmental Management Act* of British Columbia ("Act");

B. The Regulation permits a Producer to appoint an agency (as defined in the Regulation, and hereinafter "Agency"), to develop, submit and amend an extended producer responsibility plan on its behalf.

C. The Producer wishes to appoint Encorp as its agent for the purposes of the Regulation, and Encorp is qualified to act as an agent for the Producer under the Regulation.

In consideration of the mutual promises contained in this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. INTERPRETATION

1.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and subject to Article 8, the parties to this Agreement submit and attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

1.2 Headings and References. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

1.3 References. Unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause or schedule refers to the article, section, subsection, clause or schedule bearing that number or letter in this Agreement. A reference to "this Agreement" means this Agreement including the schedules hereto, together with any amendments thereof.

1.4 Severability. Should any provision of this Agreement be void or unenforceable it shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect and shall be interpreted and construed as if the stricken provision had never formed part of this Agreement.

2. APPOINTMENT AND STEWARDSHIP PLAN

2.1 Appointment. In accordance with the terms of the Regulation, the Producer appoints Encorp as its sole and exclusive agent to act on its behalf for all duties under part 2 of the Regulation during the Term and, in particular and without limitation:

- (a) to develop, submit and, subject to Section 2.3, amend an extended producer responsibility plan as required by the Regulation for the collection, management and recycling of Products for and on behalf of the Producer (the "Stewardship Plan"); and
- (b) to undertake the implementation of the Stewardship Plan in all respects including operation of container redemption facilities and generally the collection and recycling of Products.

2.2 Stewardship Plan. The Producer acknowledges and agrees that Encorp may replace, restate or otherwise amend the Stewardship Plan from time to time, provided Encorp shall first provide the Producer with ninety (90) days' prior written notice of each such amendment.

2.3 New Products. Notwithstanding anything else in this Agreement, Encorp's obligations hereunder shall not extend to any Products the size, composition or other material characteristics of which have not been approved by Encorp in advance.

3. TERM

3.1 Term. The term of this Agreement shall commence on the ____ day of _____, 20__, and continue indefinitely thereafter, subject to termination in accordance with Article 6 of this Agreement (the "Term").

4. PAYMENT

4.1 Fees. The Producer shall pay to Encorp such deposit amounts, container recycling fees and other handling and administration fees as are necessary to give effect to the Stewardship Plan in respect of the Producer and the Producer's Products as determined by Encorp (the "Fees").

4.2 Security Payment. At the commencement of this Agreement, the Producer shall pay to Encorp \$ _____ (the "Security Payment" – Total amount calculated on p. 23). Encorp shall retain the Security Payment and apply it to the Fees otherwise payable by the Producer for the last month of the Term.

4.3 Monthly Product Statement and Monthly Payment. Within the first seven (7) days of each calendar month during the Term, and for the calendar month immediately after the Term, the Producer shall deliver to Encorp a statement indicating the number of Products sold by the Producer in British Columbia during the previous month in the form attached hereto as Schedule "A" (the "Product Statement") and shall pay to Encorp the corresponding Fees by cheque or electronic funds transfer.

5. AUDIT

5.1 Independent Verification. The Producer will provide Encorp with an independent verification by a third party acceptable to Encorp of the unit sales of Products sold in British Columbia and the Fees due and paid to Encorp. The independent verification shall be completed and provided to Encorp annually during the Term, either within 90 days of each calendar year end or the Producer's fiscal year end, at the Producer's option. Each independent verification shall cover the preceding calendar year or fiscal year as applicable. An independent verification covering the period since the last independent verification shall also be provided to Encorp within 90 days of any termination of this Agreement. The cost of all independent verifications shall be borne by the Producer.

5.2 Discrepancies. If the independent verification identifies a shortfall in the Fees paid to Encorp, the Producer shall deliver to Encorp a cheque payable to Encorp for such shortfall at the same time as the Producer provides the independent verification to Encorp. If the independent verification identifies an overpayment in the Fees paid to Encorp, the Producer may apply such overpayment against its next monthly payment to Encorp pursuant to Section 4.3. If the Producer need not make any further monthly payments to Encorp hereunder, Encorp shall deliver to the Producer a cheque payable to the Producer for the amount of the overpayment within 30 days of Encorp's receipt of the independent verification.

6. TERMINATION

6.1 Due Course Termination. Either party may terminate this agreement for convenience upon ninety (90) days' prior written notice to the other.

6.2 Default Termination. If a party (the "Defaulting Party") breaches any term or condition of this Agreement, the other party may deliver notice of the breach to the Defaulting Party. In the event the breach is not cured within seven (7) days of such notice, the party having delivered such notice may terminate this Agreement on notice to the Defaulting Party.

6.3 Other Termination. Unless the Parties agree otherwise, this Agreement will terminate automatically if: (i) either party (in this Section, an "Insolvent Party") makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for all or substantially all of the property of the Insolvent Party, files a petition in bankruptcy or for a reorganization under the appropriate bankruptcy legislation, or is adjudicated bankrupt or insolvent; or (ii) a court order is entered, without the consent of the Insolvent Party, appointing a receiver or trustee for all or substantially all of the property of the Insolvent Party, or approving a petition in bankruptcy or for a reorganization pursuant to the appropriate bankruptcy legislation or for any other judicial modification or alteration of the rights of creditors of the Insolvent Party.

6.4 Unpaid Fees. Section 4.3 and Article 5 shall survive termination of this Agreement.

7. NOTICE

7.1 Notice. All notices, or other communications required or permitted under this Agreement shall be in writing and shall be delivered in person or sent by facsimile to the address or fax number or email address provided related to this agreement:

To Encorp at: **100-4259 Canada Way,
Burnaby, BC, V5G 4Y2
Telephone: (604) 473-2400
Fax: (604) 473-2411
Email: brandregistry@returnit.ca**

To the Producer at: Address: _____

Telephone: _____
Fax: _____

If personally delivered, notices will be deemed to have been given and received on the date of actual delivery and, if given by facsimile, notices will be deemed to have been given and received on the date sent if sent during normal business hours on a business day and otherwise on the next business day.

Either party may at any time and from time to time notify the other party in accordance with this Section 7.1 of a change of address or fax number, to which all notices will be given to it thereafter until further notice in accordance with this Section 7.1.

8. DISPUTE RESOLUTION

8.1 Dispute. Any dispute or claim arising out of, or pursuant to, a breach of this Agreement (a "Dispute") shall be dealt with in accordance with this Article 8.

8.2 Meeting To Negotiate Resolution. A party may at any time deliver written notice specifying in reasonable detail the nature of a Dispute (a "Dispute Notice") to the other party, in which case representatives of all parties with decision making authority shall meet to attempt to negotiate a resolution to the Dispute (a "Negotiation Meeting") within 14 days of delivery of the Dispute Notice.

8.3 Mediation.

- (a) Appointment of Mediator. If a Dispute is not resolved at a Negotiation Meeting, or the parties fail to have a Negotiation Meeting with the 14 day period provided for in Section 8.2, a party may deliver written notice (a "Mediation Notice") to the other party requiring

the Dispute go to mediation, in which case the parties shall attempt to appoint a mutually acceptable mediator within 14 days of delivery of the Mediation Notice.

- (b) Participation in Mediation. If the parties agree on a mediator they shall participate in good faith in the mediation and related negotiations for a period of at least 30 days (the "Mediation Period").
- (c) Costs of Mediation. The parties will bear their own mediation costs, and shall share equally the mediator's costs.

8.4 Confidentiality. All negotiations conducted pursuant to Section 8.2 and mediated discussions conducted pursuant Section 8.3 shall be treated as compromise and settlement negotiations between the parties and shall not be subject to disclosure through discovery or any other process and shall not be admissible as evidence in any proceeding.

8.5 Arbitration.

- (a) Appointment of Arbitrator. If the parties fail to appoint a mediator within the 14 day period set out in Section 8.3(a), or the Dispute remains unresolved after the Mediation Period, a party may deliver written notice (an "Arbitration Notice") to the other party requiring the Dispute go to arbitration, in which case the parties shall attempt to appoint a mutually acceptable arbitrator within 14 days of delivery of the Arbitration Notice, failing which either party may apply to have an arbitrator appointed by the British Columbia International Commercial Arbitration Centre.
- (b) Arbitration. The Arbitration shall be conducted according to the domestic arbitration rules of the British Columbia International Commercial Arbitration Centre.

8.6 Interim Relief. Either party may, despite this Article 8, seek from the Supreme Court of British Columbia any interim or provisional injunctive relief that may be necessary to protect the rights or the property of that party, or maintain the status quo until such time as a Dispute is otherwise resolved.

9. GENERAL PROVISIONS

9.1 Independent Contractor. The parties acknowledge, and it is expressly agreed, that the parties have entered into an arm's length independent contract. This Agreement shall not be deemed to constitute or create any partnership, joint venture, master/servant, employer/employee or similar relationship between Encorp and the Producer.

9.2 Confidentiality. Each party agrees that it will, during the Term and for a period of three (3) years after the termination of this Agreement, keep in the strictest confidence and not disclose to any other party or use for its own benefit, save and except in the performance of its obligations under this Agreement, any confidential information received or disclosed to it by the other party. Each party shall ensure that its employees are aware of the obligations of confidentiality owed to the other party and shall obtain the consent of the other party before confidential information is released to its contractors or consultants. The foregoing restrictions shall not apply to (a) information which, at the time of disclosure or afterwards is published or enters the public domain (otherwise than through a breach of the obligations set out herein); (b) information which was known to the recipient prior to disclosure; and (c) information that which a party is required by law or judicial order to disclose.

9.3 Assignment. This Agreement is assignable by Encorp without the consent of the Producer to any corporate entity incorporated for the purpose of carrying out the Stewardship Plan provided that notice

is provided to the Producer and the Director (as defined in the Act) and provided that the assignee is an Agency.

9.4 Entire Agreement. This agreement contains the entire agreement between the parties regarding the matters herein contained, and will supersede any prior agreements or understandings between the parties, whether oral or written. No change or modification of the agreement shall be valid or effective unless it is in writing and signed by a representative of each party holding the position of President, Vice President or General Manager.

9.5 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9.6 Time of the Essence. Time is expressly declared to be of the essence of this Agreement.

9.7 Waiver. Any waiver by a party or any failure on a party's part to exercise any of its rights in respect of this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or in any way otherwise affect the rights or remedies of such party.

9.8 Further Assurances. The parties agree to execute and deliver all such other and additional instruments or documents and to do all such other acts and things as may be necessary to give full effect to this Agreement.

9.9 Counterparts and Fax Execution. This Agreement may be executed in any number of counterparts and by fax or other electronic means and all such counterparts and fax or other electronic executions, taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ENCORP PACIFIC (CANADA)

Per: _____	_____
(Authorized Signatory)	(Witness)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

(PRODUCER)

Per: _____	_____
(Authorized Signatory)	(Authorized Signatory)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

SECURITY PAYMENT FORM

Date: _____ (MM/DD/YYYY)

Producer's Name: _____

Address: _____

Security Payment Details:

At the commencement of the Appointment Agreement, the Producer shall pay to Encorp a Security Payment. This amount shall be calculated based on the recent three-month sales (or predicted sales for new companies) of ready-to-drink beverage containers (non-refillable and non-alcoholic only) sold by the Producer in British Columbia (BC).

Calculation:

Security Payment = Recent or Predicted 3-Month Sales x \$0.10 (Deposit per container)

= _____ (number of containers) x \$0.10 = \$ _____ *

*This calculated dollar amount must be included in section 4.2 of the appointment agreement.
Minimum Security Payment: \$500.

Encorp will send you the payment instructions as soon as the signed agreement and the signed Security Payment form are received. Please send these to brandregistry@returnit.ca

Producer's Declaration:

I, _____ [Producer's Name], hereby declare that the information provided above regarding the recent or predicted 3-month sales of ready-to-drink beverage containers is accurate to the best of my knowledge.

Name: _____ Position: _____

Signature: _____ Date: _____

Encorp Acknowledgment:

Encorp acknowledges receipt of the Security Payment in the amount of \$_____.

Name: _____ Position: _____

Signature: _____ Date: _____

Release of Security Payment:

Encorp will release the Security Payment upon receiving an account inactivation request from the Producer.

BRAND OWNER REGISTRATION FORM

COMPANY LEGAL NAME	<hr/>		
Company Legal Address	<hr/>		
	<hr/>		
Legal City, Province/State	<hr/>	Postal Code	<hr/>
Telephone	<hr/>	Email address	<hr/>
Website	<hr/>		
Doing Business As <i>(If other than shown above)</i>	<hr/>		
Business Address	<hr/>		
	<hr/>		
Business City, Province/State	<hr/>	Postal Code	<hr/>
YOUR COMPANY <i>(choose the adequate option):</i>			
<input type="checkbox"/> Manufactures in British Columbia a beverage which is sold in a container.			
<input type="checkbox"/> Distributes in British Columbia a beverage which is sold in a container.			
<input type="checkbox"/> Imports into British Columbia, for sale in British Columbia, a beverage which is sold in a container.			
DOES YOUR COMPANY:			
<input type="checkbox"/> Sell to retailers? Or is planning to sell to retailers in the future?			
<input type="checkbox"/> Sell online?			
<input type="checkbox"/> Sell directly to consumers?			
<input type="checkbox"/> Sell to distributors? Or is planning to sell to distributors in the future?			

CONTACT INFORMATION

	Full Name	Title	Phone	Email Address
Company Owner:	<hr/>	<hr/>	<hr/>	<hr/>
Product Registration Contact Person:	<hr/>	<hr/>	<hr/>	<hr/>
Sales Reporting Contact Person:	<hr/>	<hr/>	<hr/>	<hr/>
Contact person's address: <hr/>				

Signature:

Date:

Date:

Re: Remitter relationship agreement for registering and remitting responsibilities

The following Remitter Relationship Agreement is provided to determine which party will fulfill the responsibility to register beverage containers, report sales and remit CRFs to Encorp. A copy of this document should be sent to Encorp once signed by both parties.

This Agreement confirms that **XXXXXX** (the Remitter) agrees to assume responsibility for registering, reporting, and remitting on the sale of all products on behalf of **XXXXXX** (the Non-Remitter) directly to Encorp for all obligated products sold on behalf of the Non-Remitter in British Columbia.

The Non-Remitter is the obligated party on behalf of whom the Remitter will be registering, reporting, and paying fees on all Encorp program products supplied between the Non-Remitter and the Remitter.

The Remitter is the obligated party that will be reporting and paying fees on products supplied between the Non-remitter and the Remitter.

REMITTER CONFIRMATION

Company Name: _____

Name of Signing Authority: _____

Title: _____

Email address: _____

Date: _____

Signature: _____

NON-REMITTER CONFIRMATION

Company Name: _____

Name of Signing Authority: _____

Title: _____

Email address: _____

Date: _____

Signature: _____

ENCORP PACIFIC (CANADA) CONFIRMATION

Name of Signing Authority: _____

Title: _____

Date: _____

Signature: _____



ENCORP PACIFIC (CANADA)

100–4259 Canada Way, Burnaby, BC V5G 4Y2

Tel 1-800-330-9767 Fax 604-473-2411

www.return-it.ca

Brand Registry: 604-473-2419 | brandregistry@returnit.ca

Sales Reporting: (604 473-2432 | bcorrigan@returnit.ca