
MEMBERS' AGREEMENT

THIS AGREEMENT made as of the 8th day of February 2013

Between

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS
("AHAM")

and

RETAIL COUNCIL OF CANADA
("RCC")

relating to the

MAJOR APPLIANCE RECYCLING ROUNDTABLE

MEMBERS' AGREEMENT

This Agreement is made as of the 8th day of February 2013, between

**ASSOCIATION OF HOME APPLIANCE MANUFACTURERS
("AHAM")**

and

**RETAIL COUNCIL OF CANADA
("RCC")**

This Agreement replaces the previous Members' Agreement dated February 8th, 2013, and is made effective as of the amending date, the 28th day of August 2014.

RECITALS

- A. Major Appliance Recycling Roundtable (the "**Corporation**") is a body corporate incorporated under the provisions of the *Canada Not-for-profit Corporations Act* (the "**CNFPCC Act**") by articles of incorporation issued on July 17, 2012.
- B. AHAM and RCC are the members of the Corporation.
- C. AHAM and RCC are entering into this Agreement pursuant to Section 170(1) of the CNFPCC Act for the purposes of making provision for the harmonious operation of the Corporation and to restrict in part the powers of the directors to manage or supervise the management of the activities and affairs of the Corporation.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 - PRINCIPLES OF INTERPRETATION

Section 1.1 Number and Gender

Words importing the singular include the plural and vice versa and words importing gender include all genders. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and all verbs shall be read as agreeing with the required word and pronoun.

Section 1.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties.

Section 1.3 Headings

The article, section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and are not to be considered in the interpretation hereof

Section 1.4 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 1.5 Interpretation

If there shall exist any conflict between the by-laws of the Corporation, the articles of incorporation of the Corporation or the provisions of this Agreement, the provisions of this Agreement shall govern rather than the provisions of such by-laws or articles and any such conflict shall be resolved by appropriate amendment so such by-laws and articles.

ARTICLE 2 - MEMBERSHIP

Section 2.1 Members

Membership in the Corporation shall be limited to industry associations which are interested in furthering the Corporation's purposes and, unless the parties agree otherwise, shall consist only of AHAM and RCC.

Section 2.2 Withdrawing Member

In the event a member gives notice to the Corporation of its intention to resign from being a member of the Corporation, that member shall have no obligation or liability hereunder from and after the effective date of that resignation and shall thereafter be deemed to not be a party to this Agreement.

Section 2.3 Voting

At any meeting of the members, every question shall be determined by a consensus of the members. Where consensus cannot be reached, Article 5 -Arbitration of Disputes shall be employed.

Section 2.4 Membership Dues

There shall be no membership dues unless otherwise determined by the parties.

ARTICLE 3 - DIRECTORS OF THE CORPORATION

Section 3.1 Number of Directors

The board of directors of the Corporation shall consist of a minimum of 3 and a maximum of 15 persons who shall be approved and nominated as follows:

- (a) an equal number of directors shall be approved and nominated by each of RCC and AHAM respectively; and
- (b) any additional directors will be jointly approved and nominated by RCC and AHAM.

Section 3.2 Failure to Nominate Directors

In the event that either AHAM or RCC fail to approve and nominate directors as contemplated under Section 3.1, any resulting vacancy on the board of directors of the Corporation shall remain unfilled until such time as RCC or AHAM, as the case may be, approve and nominate their directors and the directors then properly elected by the members of the Corporation may exercise all the powers of the directors if the number of directors then in office constitutes a quorum.

Section 3.3 Vacancy of Directors

Any vacancy (other than a vacancy which results from failure of either AHAM or RCC to approve and nominate a director) on the board of directors, may be filled by AHAM or RCC, as the case may be, approving and nominating a new director and a meeting of the members shall be held prior to the next scheduled board of directors meeting to elect that nominee to the board pursuant to Section 3.1.

Section 3.4 Election of Directors

The parties shall vote at all meetings of the members of the Corporation and act in all other respects in connection with the corporate proceedings of the Corporation so as to ensure that the individuals approved for election by RCC and AHAM pursuant to and in accordance with Section 3.1 or Section 3.3 are elected and maintained in office from time to time as members of the board of directors of the Corporation.

Section 3.5 Removal of Directors

A director may only be removed upon the consensus of the parties.

Section 3.6 Chairman of the Board

A chairman of the board of directors shall be selected by the board of directors from amongst the members of the board and shall serve in that capacity for a term of two years. The position of chairman shall alternate between a director nominated by AHAM and a director nominated by RCC.

Section 3.7 Member Participation at Director's Meetings

Both AHAM and RCC may, in their discretion, send a representative to attend any or all meetings of the directors of the Corporation including any meetings of committees of the board of directors, whether or not such representative is then a director of the Corporation. All such representatives may participate in discussions at any directors' meeting or any committee meeting at which they are present, but such representative, unless a director of the Corporation, shall not be entitled to vote thereat.

Section 3.8 Committees of the Board

The board of directors of the corporation may elect to convene committees of the board. Any such committee convened shall be comprised of an equal number of directors nominated by

AHAM and RCC. The board of directors may appoint members to committees of the board who are not directors but such members shall not be entitled to vote at any meeting of the committee.

Section 3.9 Minutes of Board Meetings

Notwithstanding any provision to the contrary in the by-laws of the Corporation, minutes of director's meetings and meetings of any committee convened by the board of directors shall be available to any member of the Corporation at their request.

Section 3.10 Remuneration of Directors

The board of directors may, from time to time, compensate directors for any costs incurred by directors to attend any meeting of the board of directors or any meeting of a committee of the board of directors. Directors shall not be compensated for their services to the Corporation.

ARTICLE 4 -OPERATIONAL MATTERS

Section 4.1 Executive Director

The business of the Corporation shall be managed by an Executive Director to be appointed by the board of directors, from time to time.

Section 4.2 Funding

It is hereby agreed that any funds required by the Corporation shall be obtained from fees levied on persons who have agreed to enter into an agreement with the Corporation for the purpose of fulfilling that person's obligations under any federal or provincial regulation or legislation related to the recycling of end-of-life products for which the Corporation has developed and received approval from the relevant federal or provincial government for a recycling a program. The Corporation may also obtain funds through financing sources acceptable to the directors.

Section 4.3 Restrictions on Management

None of the following actions shall be taken by the Corporation, nor shall decisions be made regarding any of the following actions, without the consent and approval of all directors of the Corporation:

- (a) the development of any new recycling program or other business venture;
- (b) the cancellation or amendment of any recycling program plan approved by any applicable governmental body in Canada;
- (c) the adoption or amendment of the annual budget or business plan of the Corporation;
- (d) the adoption or amendment of any fees, or any rules or policies related to such fees, to be charged to persons who have entered into an agreement with the Corporation to have the Corporation carry out their responsibilities under federal

or provincial regulation of legislation relating to the recycling of end-of-life products for which the Corporation has developed and received approval from the applicable governmental authority for a recycling plan and/or program;

- (e) the issuance of the Corporation's annual report to any governmental body or the public;
- (f) selection or termination of any company, person or corporation contracted to manage the operations of the Corporation;
- (g) selection of any Executive Director or General Manager of the Corporation, his/her performance assessment and the terms of his/her employment contract
- (h) the appointment of any officers of the Corporation.

ARTICLE 5 - ARBITRATION OF DISPUTES

Section 5.1 Resolution of Disputes

(1) If the directors or members are unable to achieve consensus on any decision or a dispute or controversy arises among the Corporation, members, directors, officers or committee members of the Corporation out of or related to this Agreement, the articles of incorporation of the Corporation or the by-laws of the corporation, or out of any aspect of the activities or affairs of the Corporation, the parties shall use reasonable, good-faith efforts to resolve such matter through discussion and negotiation by a senior executive of each member. If the matter is not resolved by the parties' reasonable, good-faith efforts, then the decision on which consensus was not achieved or such dispute or controversy (collectively, a "Dispute") shall be resolved by a process of dispute resolution as follows (to the exclusion of such persons instituting a law suit or legal action):

(2) All Disputes shall be referred to arbitration under the *Arbitration Act*, 1991 (Ontario) before a panel of three persons (any party may refer a matter to arbitration by written notice to the other party): one to be nominated by RCC, another to be nominated by AHAM and a third to be selected by the two arbitrators nominated by AHAM and RCC.

(3) The place of the arbitration shall be Toronto, Canada. If any party entitled to nominate an arbitrator shall refuse or neglect to nominate its arbitrator within ten (10) days after the matter has been referred to arbitration, then upon such failure to appoint an arbitrator, the dispute shall be referred to the arbitration of the arbitrator so nominated who shall be a single arbitrator and shall have the like powers to act and make an award as if he or she had been appointed by consent of all parties. If two arbitrators are nominated by the parties do not agree on the appointment of and appoint the third arbitrator within five (5) days after the nomination of the arbitrator last nominated, either of the arbitrators so nominated may, upon five (5) days notice to the other, apply to a judge of the superior court of Ontario to appoint a third arbitrator, and the third arbitrator so appointed shall have the like powers to act and make an award as if he or she had been appointed by the two arbitrators nominated by the parties in accordance with this section.

(4) The arbitrator(s) may determine: all questions of law, fact and jurisdiction with respect to the Dispute or the arbitration (including questions as to whether an issue is arbitrable) and all matters or procedure relating to the arbitration. The arbitrator(s) may grant legal and equitable relief (including injunctive relief), award costs (including legal fees and the costs of arbitration), and award interest. The award or determination of the arbitrator, or any two of them if three be nominated and appointed, shall be final and binding upon the parties hereto and their respective successors and assigns and shall not be subject to appeal on a question of fact, law, or mixed fact and law.

(5) Each party acknowledges and agrees that, arbitration pursuant to this section shall be the sole exclusive procedure for resolving any Dispute. Judgement upon the award may be entered, and application for judicial confirmation or enforcement of the award may be made, in any competent court having jurisdiction thereof. The parties hereby submit to the jurisdiction of such court solely for the purposes of enforcement of any award rendered hereunder.

(6) The amount of the cost of such arbitration, the fees of the arbitrators and by whom they shall be borne shall be in the discretion of the arbitrator or a majority of the arbitrators (as the case may be) and their discretion as to such costs and fees shall form part of their award.

ARTICLE 6 -MISCELLANEOUS PROVISIONS

Section 6.1 Notices

All notices and other communications required or permitted by the terms of this Agreement to be given by one party to another shall be given in writing and may be delivered personally or sent by pre-paid mail or by e-mail to the following mailing or e-mail address, as applicable:

(a) if to AHAM, to

Association of Home Appliance Manufacturers Canada
130 Albert Street
Suite 1200
Ottawa, ON K1P 5G4

Attention: Bruce L. Rebel
Email Address: brebel@ahamcanada.ca

(b) if to RCC, to

Retail Council of Canada
550, rue Sherbrooke O.,
Bureau 1680 - Tour Ouest
Montréal, QC H3A 1B9

Attention: Nathalie St-Pierre
Email Address: nst-pierre@cccd-rcc.org

or such other mailing or e-mail address or to the attention of such other person as may be designated by notice in writing by any party to the other from time to time. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery; if given by mail, on the third business day following the deposit thereof in the mail; and if given by e-mail, on the date of the transmittal thereof.

Section 6.2 Further Assurances

The parties shall sign such further and other papers, cause such meetings to be held, resolutions to be passed and by-laws to be enacted, exercise their votes and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

Section 6.3 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

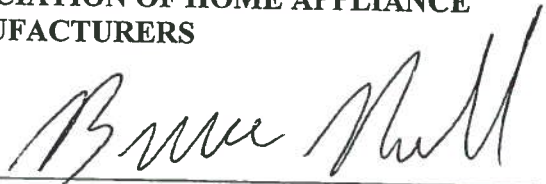
Section 6.4 Binding Effect

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

Made effective as of the date first above written.

**ASSOCIATION OF HOME APPLIANCE
MANUFACTURERS**

By:



Name: Bruce Rebel

Title: Vice-President & General Manager
AHAM Canada

RETAIL COUNCIL OF CANADA

By:



Name: Nathalie St-Pierre

Title: Vice-President, Sustainability and
Québec
Retail Council of Canada