

Industry Stewardship Plan for Consumer Batteries

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INDUSTRY STEWARDSHIP PLAN FOR CONSUMER BATTERIES

SUBMITTED BY CALL2RECYCLE CANADA, INC.

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1. GLOSSARY OF KEY TERMS AND ACRONYMS

The following table is a glossary of key terms and definitions used throughout this industry stewardship plan. Some of these definitions are repeated in the body of the plan; some are not.

TERM	DEFINITION
Accessibility	Means by which Ontarians can dispose of single use and rechargeable batteries taking into account elements such as the number and location of collection sites.
Available for Collection	Estimated quantity of batteries potentially available for collection calculated using an available for collection factor against the amount supplied. Used as the denominator to calculate collection and recycling rates.
Collection Rate	Calculated as a percentage with the numerator representing the quantity of material collected and the denominator representing the quantity available for collection.
Collection Target	Projected quantity of single use and rechargeable batteries to be collected on an annual basis under this ISP, expressed as a percentage of available for collection.
Consumer	See the definition for generator.
Depot	Facility where generators can drop off single use and rechargeable batteries which may have varying hours and periods of operation by season.
Designated IC&I Generator (also referred to as a small quantity IC&I generator)	An industrial, commercial or institutional generator (as defined by Regulation 347) of MHSW arising from its use of MHSM that is not required to submit a generator Registration Report with respect to that MHSW under subsection 18 (1) of Regulation 347, made under the <i>Environmental Protection Act</i> , and does not return more than 100 kg per month of MHSW to Regulation 347 s.80 (2) and 80 (3).
Diversion	Management and treatment of designated waste materials or products through reuse and recycling instead of disposal to landfill or incineration with or without energy recovery.
Event	Collection service operated temporarily, typically a portion of one day, at which generators can drop-off single-use and rechargeable batteries.
Electro-Federation	The Canadian-based trade association for, amongst other sectors, single-use battery manufacturers.
Generator	Generators are the consumer who makes batteries available for reuse, recycling or disposal. The types of consumers/generators are residential, small quantity IC&I business and large IC&I business. This ISP covers all types of consumers/generators.
Industry Funding Organization (IFO)	Organization designated by regulation with responsibility for implementing the MHSW Program Plan including collection of fees from stewards to cover the costs of developing, implementing and operating the diversion program and to cover associated costs of WDO and MOE.
Industry Stewardship Plan (ISP)	A stewardship plan for a designated product presented to WDO by a steward or a group of stewards that prefer to manage the end of life management of their products differently than the approach provided by the IFO. This is an ISP for single use and rechargeable batteries.
Licensee	The legal arrangement used by the sponsor of this ISP with rechargeable battery manufacturers. For the purposes of this ISP, it is synonymous with “steward”.
Lithium Ion (Li-Ion)	A type of rechargeable battery accepted in the Call2Recycle program. As one of the newer rechargeable battery technologies, Li-Ion are one of the lightest rechargeable batteries available today and can be found in the more expensive, portable devices, such as cellular telephones, tablets, laptop computers, and digital camcorders.
Lithium Metal / Lithium	A type of single-use or Single Use battery accepted in the Call2Recycle program. This battery type is rapidly entering the marketplace due to its small size and long life.
Municipal Hazardous or Special Materials (MHSM)	Those goods and products, including single use and rechargeable batteries, which are supplied and result in the generation of MHSW.
Municipal Hazardous of Special Waste (MHSW)	Waste that consists of municipal hazardous of special waste, or any combination of them, as defined by the Minister’s Program Request Letter and Ontario Regulation 542/06 under the WDA.
Minister (MOE)	The Minister of the Environment for the Province of Ontario.
National Electrical Manufacturers’ of America (NEMA)	The US-based trade association that represents that major companies that manufacture single-use batteries.
Nickel Cadmium (Ni-Cd)	A type of rechargeable battery accepted in the Call2Recycle program. Considered to be one of the most rugged and durable rechargeable batteries types and can typically be found in cordless power tools, digital cameras, two-way radios and cordless phones.
Nickel Metal Hydride (Ni-MH)	A type of rechargeable battery accepted in the Call2Recycle program. This battery chemistry

	performs well in high drain devices, such as cordless power tools, digital cameras, two-way radios and cordless phones.
Ontario Regulation 542 / 06	A regulation made under the WDA that designates MHSW, such as single use and rechargeable batteries.
Single Use Battery	Used interchangeably with “single-use battery”.
Private Collection Sites	Sites that actively collect single-use or rechargeable batteries but where access is restricted to those permitted access to that site (e.g., manufacturing facility)
Processing	Manual or mechanical alteration of single use and rechargeable batteries for the purpose of resource recovery.
Processor	A company approved by Call2Recycle that engages in processing batteries for resource recovery.
Public Collection Sites	Sites that are open to the general public, even for a minimum amount of time, for disposing single use or rechargeable batteries
Program Request Letter	The letter from the Minister to WDO dated December 12, 2006 requiring WDO to develop a waste diversion program (the MHSW Program Plan) in respect of certain obligated categories of MHSW, of which single-use batteries are identified.
Rechargeable Batteries	A type battery that is designed to be used for a longer period of time than single-use and is capable of being recharged. Also can be referred to as “secondary” batteries.
Rechargeable Battery Association (PRBA)	The US-based trade association that represents manufacturers and users of rechargeable batteries.
Recycling	Any operation, except for energy recovery and reprocessing into material that are to be used as fuels, by which waste materials are reprocessed into products, materials or substances whether for the original or other purposes.
Recycling Efficiency Rate (RER)	Calculated as a percentage with the numerator representing the quantity of materials recycled and the denominator representing the total amount of products or packaging materials collected through the ISP minus reuse.
Recycling Rate	Calculated as a percentage with the numerator representing the quantity of materials recycled and the denominator representing the quantity of single use and rechargeable batteries available for collection.
Recycling Target	Projected quantity of single use and rechargeable batteries to be recycled on an annual basis under the program, expressed as a percentage.
Reduction	Activities by producers and consumers to avoid the generation of waste at source.
Reuse	Provision of MHSW to another user for its intended purpose.
Single Use Battery	A battery that cannot be efficiently recharged once it no longer holds a charge to power a device. Alkaline, lithium and zinc air are common types of single-use batteries, or more commonly known as AA, AAA, 9V, D-cell, button cells, etc...
Service Provider	Entity engaged by Stewardship Ontario or the ISP to collect, transport, process and / or dispose of MHSW.
Small Sealed Lead Acid (SSLA)	A type of rechargeable battery accepted in the Call2Recycle program. Relatively heavy, these batteries can typically be found in emergency devices, emergency exit signs, security systems, mobility scooters and UPS back-ups.
Small Quantity IC&I Generator	See the definition for designated IC&I generator.
Steward	Refer to rules for stewards.
Stewardship Ontario (SO)	A not-for-profit corporation incorporated under the Ontario Corporations Act continued Ontario Regulation 542/06 under the WDA as the IFO for the MSHW Program Plan (single use batteries) and the Blue Box Program.
Supplied	Means sold, leased, donated, disposed of, used, transferred the possession or title of or otherwise made available or distributed for use in the Province of Ontario. Sopsy and supplies have similar meanings.
Transporter	Entity registered with Call2Recycle to transport single use or rechargeable batteries
Vendor Standard	Minimum operating standard that a service provider must meet on a continuous basis to be eligible to provide collection transportation and/or processing services.
Waste Diversion Act (WDA)	Act to promote the reduction, reuse and recycling of waste and to provide for the development, implementation and operation of waste diversion programs
Waste Diversion Ontario (WDO)	WDO was created in 2002 through the WDA as a non-crown corporation and is funded by industry through IFOs and ISOs who operate waste diversion programs and ISPs for designated materials in Ontario. WDO provides oversight for the development, implementation and operation of waste diversion programs and plans.

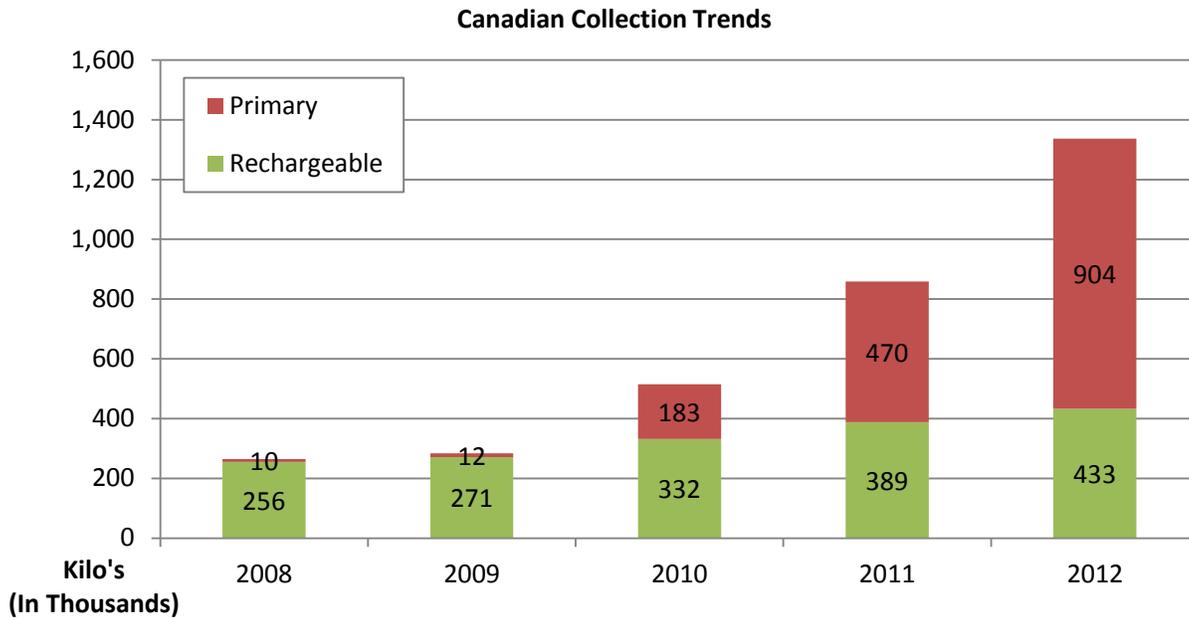


2. INTRODUCTION

Call2Recycle Canada, Inc. operates the Call2Recycle program across Canada on behalf of approximately two hundred battery and product manufacturers. Call2RecycleCanada is submitting an ISP to run the Call2Recycle Canada program in Ontario. Call2Recycle Canada, Inc. is subsidiary of Call2Recycle, Inc. which is based in the USA. The following illustrates why we believe the Waste Diversion Ontario (WDO) Board of Directors should approve this ISP:

- **Call2Recycle Canada has the overwhelming support of stewards.** Call2Recycle Canada has earned the support of industry.
- **Call2Recycle Canada operates an experienced and successful battery stewardship program.** Founded 19 years ago, the program was established as a way for fulfilling product stewardship obligations. From processing standards to collections, from data reporting to environmental compliance, the program enjoys a reputation for quality and effectiveness. British Columbia, Quebec and Manitoba have approved the program in its Provinces.
- **This ISP is the existing mechanism to optimize collections and meet targets.** Call2Recycle Canada is proposing to manage an all battery program and has a funding stream for both single-use and rechargeable batteries. As data in British Columbia, Quebec and Manitoba clearly indicate, collecting all batteries and not just Single Use batteries is essential to minimize consumer confusion, optimize collections and meet targets.
- **Call2Recycle Canada is a Canadian program.** It is Toronto-based, with a Canadian Board, heavily relying on Ontario jobs and has been collecting and diverting batteries in Canada since 1997. Since it operates nationally, the program's reach minimizes confusion amongst retailers and consumers by providing a uniform national message. Plus, the volume of batteries collected generates even greater efficiencies than a provincially based program can achieve, lowering costs that are ultimately borne by the consumer.
- **The existing collection footprint is extensive and proven.** With almost approximately 900 public collection locations already operating in the Province (the majority of which are retail sites), the existing Call2Recycle program and its retail partners are well positioned to educate consumers and drive collections. The program strives for a standard of 95% of the population to be within 15 kilometers of a public collection site. The current collection footprint includes collection locations in all 23 Ministries plus Queen's Park. Call2Recycle intends on combining the current Ontario Call2Recycle program collection sites with as many other existing collection sites managed by the current service provider to ensure consumer accessibility and ultimately increase collections beyond current levels. Call2Recycle has extensive experience with municipalities across North America.
- **Call2Recycle Canada is financially strong and well managed.** With ample reserves and no debt, the program has financial resources to help ensure a well-run and effective program and accordingly there is limited risk to vendors, no issue on late payments and no need to ever seek financial support from the Ministry.
- **The Call2Recycle brand is established and visible.** Through many years of investment in promotion and education, along with constant measurement of brand awareness, the program can demonstrate a meaningful and effective message in the marketplace.
- **Call2Recycle Canada is committed to meeting targets.** Call2Recycle Canada will execute a best in class operational plan including substantial investment in an orderly and fair transition from the existing program manager while still meeting collection targets over time.
- **Finally, Call2Recycle Canada has been, and will continue to be, the most cost-effective option in the marketplace.** This is why battery stewards recognize it and give it their support.

Table 1: Call2Recycle Canada’s 5-Year Collection Experience.



2.1 Background

On December 11, 2006, acting under the *Waste Diversion Act* (WDA), the Minister of the Environment filed Ontario Regulation 542/06 designating Municipal Hazardous or Special Waste (MHSW). Following the designation of MHSW, the Minister wrote a Program Request Letter (PRL) to WDO on December 12, 2006 requesting a waste diversion program for nine of those designated wastes – “single use dry cell batteries” (non-rechargeable batteries) is one of the nine wastes that was identified. In response to the PRL, the MHSW Program Plan was developed by WDO in conjunction with Stewardship Ontario (SO) (the Industry Funding Organization [IFO] identified by the Minister to develop, implement and operate the Program).

Section 34 of the WDA provides for an alternative method of managing waste that is subject to an approved waste diversion program. Stewards can create their own waste diversion program by submitting an ISP directly to WDO for approval.

In accordance with the WDA and WDO’s Procedures for ISPs, November 2012, Call2Recycle Canada is submitting this ISP on behalf of its members who are Ontario stewards and have elected to participate in this ISP for single use batteries (see Appendix). This submission reflects the input and support from an extensive number of battery industry associations, including National Electrical Manufacturers Association (NEMA), Electro-Federation Canada, and the Portable Rechargeable Battery Association (PRBA).

This ISP covers five years from the approved implementation date (January 1, 2014).

This ISP draws heavily upon previous ISP submissions made to WDO in July 2009 and March 2011.



3. DESIGNATED MATERIALS

This ISP includes a plan to manage both single use batteries covered by the Municipal Hazardous or Special Waste (MHSW) Program Plan and rechargeable batteries (secondary batteries), which were designated by the Minister in Ontario Regulation 542/06, but not included in a program plan under the WDA.

This ISP includes a plan to manage all:

- Battery chemistries;
- Batteries, regardless of whether the battery is supplied as a stand-alone product or embedded in a product; and
- Batteries generated by household consumers and all industrial, institutional and commercial consumers (IC&I).

This ISP does not include a plan to manage:

- Motive batteries;
- Wet cell batteries; and
- Batteries weighing more than 5kg.

Call2Recycle Canada has entered into formal contracts with each of the ISP participants (see Appendix for a sample contract and copies of the signed letters from some ISP participants indicating that they have entered into a contract with Call2Recycle Canada in accordance with section 34(6) of the WDA have been provided to WDO). As part of the consultation process, Call2Recycle Canada will reach out to all existing stewards as defined under the WDA to offer them the opportunity to join this ISP.

Call2Recycle Canada will work with all existing Ontario stewards to smoothly transition their obligation from SO's existing program to this ISP, should they choose to participate.

Call2Recycle Canada will bear all the costs of collecting, transporting and recycling batteries in Ontario as defined in this ISP regardless of whether the batteries being managed are supplied by the ISP participants.

Batteries enter the Ontario market in multiple ways. Approximately 80% of the single use batteries enter the market through various retailers, typically supplied as stand-alone products for use in electronic and electrical products. The other 20% are sold with or in electronic products based on NEMA data.

Conversely, 85% of rechargeable batteries are supplied with or in the products that they power. These include a range of products (e.g., laptops, cell phones, two-way radios, power drills, lawn care, clippers, shavers, tooth brushes, trimmers). Those that are not supplied in products are typically supplied as stand-alone replacement batteries based on PRBA data.

Calculating the amount batteries supplied into the Ontario market and the amount available for collection has historically been very difficult, particularly for rechargeable batteries. To calculate batteries supplied, we will require that ISP participants report to the quantity of single use and rechargeable batteries supplied into the Ontario market for the previous calendar year Call2Recycle Canada. This data will be verified by an independent third party consultant, who will verify and adjust the supplied into market data for factors such as market share. To calculate the quantity of batteries available for collection we have adapted the Directive 2006/66/EC of The European Parliament and of The Council, whereby the quantity is based on a three year average of batteries supplied, recognizing that ultimately 100% of batteries are available for collection over time. This represents no change from the methodology currently used by SO to calculate supplied into market and available for collection.

4. PROGRAM DESIGN

4.1 Materials Management

This ISP proposes that batteries will be collected primarily through two mechanisms: Call2Recycle's Canada collection boxes (see illustration on this page) and through drums provided to large quantity generators' (e.g., municipalities). All collection sites must adhere to Call2Recycle Canada collection standards which are available upon request. Call2Recycle Canada will provide all material required for collection at no cost to collection sites and there will be no fees charged to any collection sites, (public or private). Call2Recycle Canada will pay to support municipalities' costs (events and depots) for collection, sorting, packaging and handling material (in addition to shipment, processing and sorting). Where a municipality proposes an alternative collection channel that is effective and efficient (e.g., curbside collection), Call2Recycle Canada will work with the municipality to provide appropriate support.

Municipalities and other larger quantity generators will continue to have the option to use their own collection containers, using pre-approved labeling and adhering to certain preparation requirements (e.g., using containers that, like all Call2Recycle Canada containers, comply with Transport Canada requirements).

All personnel handling Call2Recycle Canada collection containers will be instructed to read the preparation and shipping instructions for proper battery collection, as well as view Call2Recycle Canada's other educational materials. Instructions and education materials state that when a used rechargeable battery is placed in a retail collection box, each battery is to be placed and sealed in an individual plastic bag provided by the Call2Recycle Canada. If bags are not available, Call2Recycle Canada will also allow the use of non-conductive electrical tape to cover the battery terminals. In many retail locations, staff will be instructed to ensure this by "cleaning up" the contents of the box prior to shipping so that any extraneous material or exposed batteries are addressed.



Adherence to transportation and safety law and guidelines for battery collection and transportation is an ongoing priority for Call2Recycle Canada. Federal transport laws across Canada require that certain types of single use and rechargeable batteries must be insulated from possible electrical short circuit during transport. Excerpts from regulations of relevance include: the cells are separated to prevent short circuits; these dangerous goods may be handled, offered for transport or transported under this shipping name if the dangerous goods are (a) protected from short circuits. While Canadian law allows certain non-Lithium primary batteries to be shipped without taping or bagging, the law also requires the use of suitably rugged containers designed to handle the relatively heavy battery content. The containers that will be used by Call2Recycle Canada and the manner of transport have been approved by Transport Canada and the Ontario Ministry of the Environment.

Call2Recycle Canada will operate in accordance with intra- and inter-provincial shipping and transportation approvals provided by Transport Canada, the Ontario Ministry of Environment and all other provincial environment and transportation ministry approvals. All shipments that are transported internationally are handled in compliance with current Environment Canada requirements, the Basel Convention on Trans-boundary Movements of Hazardous Waste and all applicable international laws.

The constituents of all of the used batteries collected through Call2Recycle Canada will be reclaimed, thereby enabling them to be diverted from landfill. Different battery chemistries require different reclamation methods; therefore, Call2Recycle Canada may utilize several different processors.



Call2Recycle Canada is committed to meeting the highest global standards for safe and effective battery processing, seeking to maximize the amount of material that is captured from processing and directing it to secondary uses. Recycling and battery industry standards will define minimum operating requirements to qualify as a Call2Recycle Canada battery processor for this ISP. The requirements are routinely reviewed and updated to reflect changes in processing technology and regulatory requirements. These requirements are reviewed by an industry advisory committee, approved by the Board of Directors of Call2Recycle Canada and made public. The industry advisory committee will be comprised of external experts including financial, technical, and legal in addition to a representative from WDO and Call2Recycle Canada.

Call2Recycle Canada currently operates a program in Ontario where, used batteries (and used cell phones) collected are sent to Newalta Services via Purolator for sorting. Newalta has been providing sorting and delivery services for Call2Recycle Canada since 1997. From Newalta, sorted materials are sent to licensed commercial reclamation facilities in Ontario and elsewhere. Nickel-containing batteries are processed at Inmetco, Ellwood City, Pennsylvania; lead-containing batteries are sent to Newalta Nova Pb in Ste-Catherine, Quebec; Lithium-ion batteries are sent to Xstrata in Sudbury, Ontario or Toxco in Trail, British Columbia; and non-rechargeable batteries are sent to Inmetco in Ellwood City, Pennsylvania. All of these facilities use thermal recovery processes to reclaim materials. Recovered metal materials include nickel, iron, lead, cadmium and cobalt. These metals are either returned to rechargeable battery manufacturers or used to make other products such as stainless steel and refined zinc products. Some of these current processes also recover plastic and other constituent material.

Although Call2Recycle Canada currently uses these service providers for the current Ontario program, for this ISP Call2Recycle Canada has committed to undergoing an open and transparent procurement process in selecting all service providers. In addition to procurement process for all service providers, several alternative collection and transport methods are under consideration (e.g., the inclusion of SO's current collection and transportation method) and will be evaluated based on their effectiveness and efficiency. It is impossible at this time to determine how much of this current infrastructure will ultimately transition.

Call2Recycle Canada and its Board of Directors continuously seek to expand processors to deliver efficiencies and exercise appropriate risk management. Call2Recycle Canada is committed to a transparent and objective process to add processors based on a process that considers environmental performance, recycling efficiency and cost. Within the first quarter of this ISP being effective (January 1, 2014), Call2Recycle Canada will issue a Request for Proposals (RFP) to determine the interest and price competitiveness of primary battery processors that achieve the minimum environmental performance and recycling efficiency rates required by this ISP. The process will be completed with the successful processor(s) in place before April 1, 2014. To ease transition, the current program operated by SO will remain in place until April 1, 2014 (see section 7 on transition). To mitigate concerns of transparency, Call2Recycle will form an industry advisory group to oversee the award of this RFP and potentially other key vendor selections.

To bid on the RFP, the processor must provide verification that they can achieve or exceed (with an allowable statistical variance) the recycling efficiency rate required by this ISP. The industry advisory group will include satisfactory processor verification standards in the RFP.

The selection of the processor(s) will depend on five factors: the cost of providing the service, the recycling efficiency of the processor above that required, overall environmental footprint of the process, risk and experience.

4.2 Accessibility

Call2Recycle Canada's ISP builds seamlessly upon the existing Canadian Call2Recycle program in other provinces¹ including flexible approaches to collections. Call2Recycle Canada's collection footprint is already

¹The program was originally known as "Charge Up to Recycle/Charger et Recycler" and was renamed Call2Recycle upon the program's expansion to include cell phones in 2004.



substantial, particularly amongst retailers within Ontario. Call2Recycle's® program originally focused on the collection of Nickel-Cadmium (Ni-Cd) rechargeable batteries at retail outlets. Through a series of continuous improvement initiatives, the Call2Recycle program expanded the collection and recycling program to include additional rechargeable battery chemistries (Nickel Metal Hydride (NiMH); Lithium Ion (Li-ion) and Small Sealed Lead Acid (Pb) and additional collection site locations (municipal, public agency and business). In 2004, the program was expanded to also include the collection, recycling or refurbishment and resale when possible of cellular phones, with a portion of the proceeds benefiting *Kids Help Phone (Jeunesse J'écoute)*. In July 2010, Call2Recycle Canada's existing program in Ontario expanded to cover non-rechargeable batteries.

As of July 1, 2013, Call2Recycle Canada has 1,994 active public and non-public collection sites in Ontario participating in its program. Public sites are those that are generally available and open to all members of the public (e.g., a municipal site or a retail location) while non-public sites are those that are open to a selected group (e.g., the Royal Canadian Mounted Police [RCMP] collection sites are non-public as they are only available to staff of the RCMP). Only public sites are searchable on Call2Recycle Canada's website.

The chart below indicates existing collection sites and projected collection sites for the five year period of the Plan.

Table 2: Call2Recycle Canada Current Collection Sites and Projected Collection Sites

Type of Site	Current	Year One	Year Two	Year Three	Year Four	Year Five
Public Sites*	860	1,300	1,350	1,400	1,450	1,500
Non-Public Sites	1,134	3,700	3,750	3,800	3,850	3,900
Total Active Sites	1,994	5,000	5,100	5,200	5,300	5,400

* includes municipal events and depots

The growth in year one is based on an effective transition of SO sites to Call2Recycle Canada's management under this ISP (see section 7).

The battery collections for almost all Ontario municipalities are managed by SO. We believe that there is considerable opportunity to grow collections through this channel and ultimately meet targets. Literally hundreds of municipalities across Canada and the U.S. work with the Call2Recycle Canada and its parent company Call2Recycle U.S. so it is prepared to manage this transition. A transition from SO to Call2Recycle Canada's ISP will be very beneficial to municipalities for a number of reasons including:

1. Call2Recycle Canada's finances and general operations are transparent as would the finance and general operations of this ISP;
2. Under the ISP, Call2Recycle Canada will quickly reimburse for services, generally adhering to a policy of NET 45 days;
3. With the approval of the ISP, Call2Recycle Canada will bring additional reporting systems to the municipalities that will improve collection and recycling data;
4. As part of the promotion and education of this ISP, Call2Recycle Canada will bring focused communications material to Ontario that has been designed to help municipalities promote their efforts, providing, for instance, materials that municipalities can customize and use to raise awareness; and,
5. Call2Recycle Canada's ISP is an all battery program which is simpler to administer both physically and administratively, saving municipalities time and money (e.g., there will no longer be a need to sort the batteries).

Call2Recycle Canada expects to have 5,400 actively participating collection sites in Ontario by the end of year five of this ISP; we are convinced that the attractiveness of having an all battery collection effort (single use + rechargeable) along with the continued commitment to recycle many more products that contain batteries will significantly stimulate the



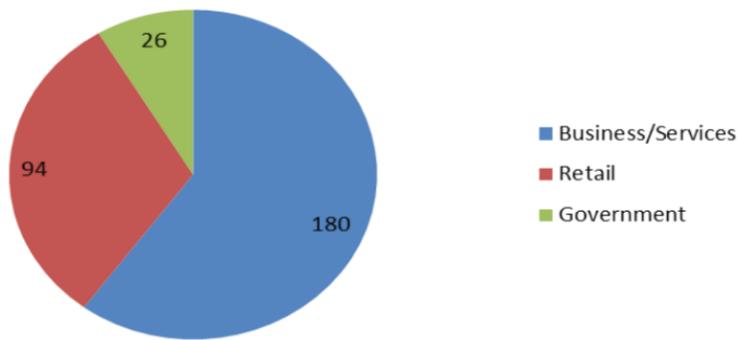
addition of new sites. It is important to ensure that there are sufficient overall collection locations within proximate distance of the population.

Call2Recycle Canada will utilize different tools to increase the effectiveness and efficiency of collection sites in Ontario (e.g., auto replenishment of containers and curbside collection).

Call2Recycle Canada’s ISP will target multiple channels: Public Agencies (e.g., hospitals, libraries, community centres, universities, colleges and other schools) Retail, Government (e.g., municipalities, federal sites, military locations, government agencies) and Business Services (e.g., office buildings, factories). As a result of Call2Recycle Canada’s current Ontario program, our retail footprint is the most developed at this time.

Table 3: Call2Recycle Canada Current 2012 Collections by Channel

2012 Ontario Collections Channels: 300 Kgs (000's)



** Public Agencies is added with Business/Services*

Call2Recycle® Canada recognizes that to meet collection targets that additional Government, Public Agencies and Business participation is required; this issue is within the transition plan in section 7.

Table 4: Call2Recycle® Canada Current Ontario Collection Sites by Channel

Type of Site*	Government	Retail	Business/Services	Total
# of Sites	623	854	517	1,994

** Public Agencies is added with Business/Services*

** Some "retail" sites are not open to the public (i.e. distribution centres) while some "business" sites are, explaining what might appear to be a discrepancy between this table and the table documenting "publicly viewable sites".*

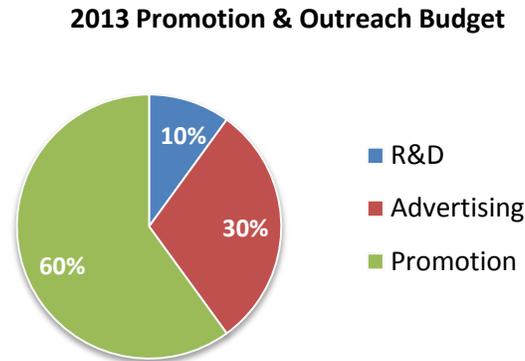
The growth of Ontario’s e-waste collection program (Waste Electronic and Electrical Equipment Program), independent of the MHSW program, will also contribute to increased battery collection by Call2Recycle Canada under this ISP. Call2Recycle Canada has working partnerships with many e-waste processors across Ontario from which Call2Recycle® Canada already receives Ontario rechargeable batteries. Call2Recycle Canada ISP will work to ensure that all batteries collected through e-waste initiatives are channeled into the Call2Recycle Canada ISP for recycling. Any e-waste depots or other battery collection and recycling organizations that are not currently sending batteries to Call2Recycle Canada will be asked to provide their collection data for inclusion in Call2Recycle Canada’s ISP annual report of overall battery collection results in Ontario so that overall accurate collection and recycle rates for Ontario can be determined .

The ISP will collect batteries from any waste diversion program in Ontario.

4.3 Communications, Promotion and Education

In 2012, Call2Recycle Canada invested approximately \$330,000 for Ontario outreach and Promotion & Education (P&E) activities. Based on Year 1 targets for this ISP, Call2Recycle Canada anticipates the 2014 P&E and Research & Development (R&D) budget to be \$600,000: \$350,000 for promotion, \$200,000 for advertising, and \$50,000 for R&D. Call2Recycle Canada will continue to invest in P&E and R&D for the duration of the ISP term at a minimum consistent with 2014 planned expenditures adjusted for inflation. These costs are incremental to costs related to the transition from the current program provider.

Table 5: Breakdown of Call2Recycle Canada’s current 2013 Ontario Education and Promotion Budget



The core of Call2Recycle Canada’s ISP, public education program is a focus on accessibility. This is accomplished through both electronic services and Call2Recycle Canada’s staff outreach.

Call2Recycle Canada maintains (and will continue to maintain under this ISP) two websites (www.call2recycle.ca; www.appelarecyclier.ca) and two toll-free information lines: 877-2-RECYCLE (recorded) and 888-224-9764 (staff monitored). The websites will provide comprehensive program information of relevance to all stakeholders for the ISP (e.g., potential and current collection sites, potential and current ISP participants, consumers, and the media). Stakeholders will be able to, for example, access information about: the location of nearby collection sites, operational dynamics of the Call2Recycle Canada ISP, and information on how to receive sign-up guides for collection sites. Stakeholders can also download support materials such as web banners, signage and other communication support materials from Call2Recycle Canada’s website. Upon approval of the Call2Recycle ISP, Ontario-specific information will be launched.

In addition to the information provided on Call2Recycle Canada’s website, this ISP will investigate other mediums to provide information (e.g., direct mail).

In addition to increasing collection sites with this ISP, Call2RecycleCanada will grow collections by actively supporting existing collection locations. Support initiatives involve direct phone calls, postcard mailings and updates on collection results. As well, we will perform site to inform and remind existing collection sites of their vital role. In-store/organization signage is provided in collection box shipments. Upon approval of the Call2Recycle ISP, this signage will be updated to promote all battery collection and acknowledge Ontario’s leadership role in this initiative.

Call2Recycle Canada will also continue to purchase advertising space in select consumer and trade publications (such as Harrowsmith, Municipal World, Solid Waste & Recycling, Hazardous Materials Management, PhotoLife and Canadian Home Workshop/Mon Chalet). The use of paid advertising will continue to be an important communication component



of our program support, upon approval of the Call2Recycle ISP. The directness of our communication message will be even more pronounced once Ontario is an “all battery” recycling program.

A major strategy of the current Ontario Call2Recycle Canada program has been the use of special events. For example, most recently Call2Recycle Canada conducted a series of events with *Let’s Talk Science* to raise awareness about the environment and to provide education on the importance of recycling. Events serve a dual purpose: to drive collections and more importantly, to drive overall awareness of the necessity to recycle. These events will continue upon approval of the ISP.

4.4 Research and Development

Continuous improvement is important to the success of Call2Recycle Canada’s current Ontario program. As such, we have made ongoing investment in research and development to enhance our collection and recycling infrastructure and this will be continued in the future.

To ensure continued leadership in learning and program effectiveness, Call2Recycle Canada and its parent Call2Recycle U.S. participate in a large number of initiatives to coordinate and develop best practices with analogous battery organizations operating around the world, such as RECHARGE in Europe and PRBA in the U.S. In addition, Call2Recycle supports and cooperates in research and development programs seeking better mechanisms to recycle rechargeable and primary batteries.

Call2Recycle Canada will annually invest to improve marketing outreach and communication programs to maximize collections. Call2RecycleCanada will implement a number of initiatives to sharpen the program’s effectiveness. Specifically, to better understand driving forces behind consumers’ “green” practices and attitudes, and to determine consumer recycling habits in general, Call2Recycle®Canada has been tracking consumers’ attitudes and practices for many years through various research projects.

Additionally, program awareness will be tracked among key audiences, including retail partners, collection site managers, key opinion leaders, and green business executives. Through a brand/message awareness study, which will be performed among U.S. and Canadian audiences, a variety of insights will be explored including current awareness and perception of Call2Recycle Canada’s programs (the study will also include data on recycling, environmentalism, sustainability,, and attitudes and motivation for environmental activities).

Call2Recycle Canada, in conjunction with single use battery industry leaders from around the world, are engaged in an exhaustive process to investigate battery processing technology that ensures battery recycling provides a net positive environmental impact. Capitalizing on an industry funded life cycle assessment sponsored by the industry and conducted by the Massachusetts Institute of Technology (MIT) experts are analyzing approaches to optimize processing technologies.

As part of this ISP, Call2Recycle Canada will fund further research with respect to a study on battery recycling efficiencies. As part of this research, WDO and stakeholders will be asked to participate as appropriate. The study will heavily leverage the work already undertaken as part of the European Union’s commitment to attain certain recycling efficiency targets. Such a project will require the participation of outside consultants.

Call2Recycle Canada recognizes that there is limited data currently available for calculating the amount of batteries supplied into the market and subsequently available for collection. To develop meaningful data, Call2Recycle Canada will, as part of its R&D plan under this ISP, commission a study for the development of a methodology to calculate supplied into market and available for collection. In the meantime, this ISP will require ISP participants to report the quantity of single use and rechargeable batteries supplied into the Ontario market and this data will be verified by an independent third party consultant to adjust for factors such as market share. To calculate the quantity of batteries



available for collection Directive 2006/66/EC of The European Parliament and of The Council will be used. This represents no change from the methodology currently used by SO to calculate supplied into market and available for collection.

Given that there are already markets for the material outputs from battery processing, it is not anticipated that this ISP will promote the material recovered as part of this ISP.

4.5 Financial and Human Resources Summary

Fees to operate this ISP are paid by the ISP participants based on either:

- The total number of battery cells supplied into North America, without distinction on the nation, state or province in which the sales occur; or
- On a market-share based cost-plus reimbursement arrangement, consistent with other Provinces and formalized via specific contracts.

Call2Recycle Canada has an exceptionally strong balance sheet, maintaining over \$27 million in net assets and no debt. By Board mandate, the program keeps a hefty financial reserve to ensure that future end-of-life obligations are appropriately financed, given the long product life of some of the batteries it collects. This would include provision for Ontario. In addition, management also ensures that the program keeps at least one year of operating costs in reserve.

Call2Recycle Canada utilizes a multi-structured approach to its operations. As per above, the transport, sorting and processing is outsourced. Administrative functions like IT, Customer Service Centre, Finance, Account Management, Marketing and Management is delivered through dedicated Call2Recycle Canada staff. Combined there will be approximately 15 individuals supporting this ISP in various capacities. More staff will likely be added with the approval of this ISP to ensure effective service in Ontario.

4.6 Program Cost Elements and Fee Setting Methodology

There are three separate but related fee structures associated with the operations of this ISP that reflect how the costs of operations have been and will be recovered. First, those designated as rechargeable battery brand owners pay a North American license fee based on the amount (in tonnes) sold into the North American market place. A portion of those funds is used for Ontario operations. This fee schedule varies slightly by rechargeable chemistry. Second, the major Single Use battery stewards reimburse the program based on its costs incurred, distributed amongst the companies reflecting their respective market shares. The program anticipates continuing the practice of collecting quarterly sales information from obligated stewards. Third, non-major Single Use stewards are paying based on their sales of Single Use batteries (kg) into market. No unique fees will be assessed against the ISP participants to support Call2Recycle Canada’s Ontario ISP.

5. PROGRAM PERFORMANCE

5.1 Collection Targets

Table 7: Battery Collection Targets and Collection Rates for Call2Recycle Canada Ontario ISP (in tonnes)

	PROGRAM YEAR				
SINGLE USE BATTERY TONNAGES	2014	2015	2016	2017	2018
Collection Rate	20%	25%	28%	30%	35%
RECHARGEABLE BATTERY TONNAGES					
Collection Rate	8%	9%	10%	10%	10%



The collection rates indicated in Table 7 assume a two-year transition of the existing program to the Call2Recycle program. This is the timing that is assumed to be necessary to secure existing municipalities, transition existing collection locations, and properly transfer existing obligated stewards to the program. The ISP will meet all MHSW targets after this transition has been successfully completed.

5.2 Recycling Efficiency Rate

The recycling efficiency rate will be calculated using the methodology from Directive 2006/66/EC of The European Parliament and of The Council. Call2Recycle Canada will verify data and the calculation of the recycling efficiency rate for each processor’s facility, by conducting an independent third-party audit in accordance with the processor standards.

Table 7: Battery Recycling Efficiency Rate for Call2Recycle Canada Ontario ISP

Minimum RER Year One to Five	
Alkaline-manganese; Zinc Carbon; Zinc Air	76% ¹
Rechargeable Portable Batteries	60%

¹Average of 80% recycling efficiency rate for alkaline-manganese, zinc carbon and zinc air batteries and 37% recycling efficiency rate for other single use batteries.

5.3 Recycling Targets

The transition plan, promotional support, existing and expanded collection infrastructure, operational experience, financial resources and the synergies in collecting all consumer batteries, are all critical components of our detailed Plan and instrumental in meeting the recycling targets.

Table 8: Battery Recycling Targets for Call2Recycle Canada Ontario ISP

Single Use Batteries	Year One	Year Two	Year Three	Year Four	Year Five
Recycling Target	15%	19%	21%	23%	27%
Rechargeable Batteries	Year One	Year Two	Year Three	Year Four	Year Five
Recycling Target	5%	5%	5%	5%	4%

6. PERFORMANCE MEASUREMENT AND REPORTING SYSTEM

The WDA and its overall guidance governing the operation of industry stewardship plans (ISPs) place certain requirements for performance monitoring on the ISP. This section addresses performance monitoring of the program and results beyond explicit requirements of the WDA.

The Call2Recycle program has routinely monitored the following performance measures: collections, participation rates (amongst multiple site collectors), collection sites, collections by channel (e.g., retail, community, business and public agency), and safety and compliance issues such as overloading boxes or transporting lithium-based batteries with unprotected terminals. While the Call2Recycle program tracks and reports on collections by chemistry, it has relied on total collections as its main performance measure. Chemistries change frequently and the applications they are used in are very dynamic, minimizing the reliability and importance of using individual exact chemistry collections as critical performance measures.



All of these reports and performance measures are reported monthly to the Board of Directors and annual stakeholder consultations, both to hold the program accountable for meeting goals but also to solicit ideas on how to better meet agreed upon targets. Similarly, the program will quarterly report results to WDO; annual consolidated results will also be submitted to the WDO for reviewing and auditing, if appropriate.

If targets are not being met, the Call2Recycle program commits to reviewing its program design in conjunction with WDO and other stakeholders to ensure that it explores and implements measures necessary to meet its targets. Design changes will include shifting emphasis on particular channels, increasing monies to a specific awareness campaign, or partnering with a specific group to expand the program's reach, increasing resources or some combination of all of the above. In addition, the program's Board of Directors will consider even more dramatic changes such as monetary incentives for transportation and collection to ensure that targets are met.

Call2Recycle's consolidated finances are audited annually by an independent third-party auditor, the results of which are publicly available and provided to stakeholders. The audit covers all of the organization's North American operations. In addition, for specific Canadian provinces where battery collection programs are mandated by law, Call2Recycle Canada's audit also includes a non-financial audit to verify collections, sites and overall quality control of its reporting processes. This approach will be extended to Ontario.

Call2Recycle Canada reports on a calendar year and generally completes its annual report by April 1. The annual report is provided to key stakeholders and posted on its website. It will conduct an annual general meeting around the April 1 date for all interested parties.

7. TRANSITION PLAN

The transition plan for this ISP has been developed based on four major assumptions:

- 1) municipalities have existing contracts that will be converting over an extended period of time;
- 2) Stewardship Ontario (SO) is committed to a fair and orderly transition to this ISP;
- 3) the launch occurs as planned on January 1, 2013;
- 4) the work of existing haulers, transporters, collectors and other vendors can be leveraged and quickly integrated.

Call2Recycle Canada commits to working with the Industry Funding Organization (Stewardship Ontario) on a plan to communicate to all existing Stewardship Ontario (SO) battery collection locations, including municipalities and private service organizations, indicating:

- 1) the date and manner of transfer of responsibility for any programs for used batteries that currently are handled by SO;
- 2) the ISP's interest in designating SO collection sites to become collection sites of the ISP, assuming that they are not already serving in this capacity;
- 3) providing detailed information for signing up to be a collection site for the ISP and procedures for sending designated materials to the ISP's recycling stream;
- 4) contracts – specifically for municipalities – on the terms for reimbursing costs and managing their collections;
- 5) contracts – specifically “handling fees” for existing and/or new collectors and processors will be seriously considered
- 6) contact information at the ISP for formalizing transfer. Call2Recycle Canada will also immediately discuss with Stewardship Ontario any potentially “orphaned” costs that result from this transition.

Communication planning must begin shortly if the dates in this plan are going to be met.



While the timing for this communication somewhat depends on the timing of SO's transmission of the collection site information to Call2Recycle Canada, the expectation is that the initial communication would occur shortly after December 15th, 2013. The goal is to transfer all current collection of batteries from SO to Call2Recycle Canada by September 30, 2014. As part of this process Call2Recycle Canada will provide incremental dedicated resources for a minimum period of 24 months dedicated to this conversion and specifically to assisting municipalities. It is envisioned that this will be two full time dedicated employees but more will be provided if necessary.

The initial communication to collection sites – particularly municipalities -- should originate from the IFO (Stewardship Ontario) with an immediate follow-up communication from Call2Recycle Canada indicating the nature of the transfer of responsibility, the timing and the potential impact on the stakeholders. Once this formal "passing of the baton" occurs, Call2Recycle Canada personnel will work directly with these sites to transfer their participation to the ISP.

Call2Recycle Canada will report to Waste Diversion Ontario by July 15th, 2014 on the successful completion of transferring this obligation. Call2Recycle Canada will reimburse SO for its incidental reasonable expenses and "stranded costs" associated with this transition.

Call2Recycle Canada recognizes that nothing in this transition or ISP absolves obligated stewards from paying fees owed to Stewardship Ontario for services provided prior to the approval of this ISP. Call2Recycle Canada will encourage Stewardship Ontario to designate each of its consolidation locations as Call2Recycle Canada collection sites which will receive an earmarked designation within the Call2RecycleCanada systems. This will allow Call2Recycle Canada to:

- 1) ensure a cost effective management of the designated material from central SO facilities through the recycling process;
- 2) track the quantities of designated materials that remain in the IFO's waste stream (despite encouragement to leverage the ISP program);
- 3) periodically sample the material from these SO designated sorting locations to establish the mix of materials amongst ISP participant obligated stewards and IFO obligated stewards; and
- 4) compensate, if appropriate and consistent with the ISP policies, the designated consolidation facility for certain handling costs.

The ISP will only recognize materials transferred from SO to Call2Recycle as "materials remaining in the approved IFO's diversion program" for the purposes of any potential compensation and in reporting data to WDO.

Materials received from pre-existing SO collection locations between January 1, 2014 and July 31, 2014, will be closely tracked and audited. The results of any such activity will be made available to SO and WDO. The ISP will also consider the cost and practicality of leveraging the existing SO infrastructure as a collection solution, particular in those cases where the ISP footprint makes it impractical to serve.

8. ROLES AND RESPONSIBILITIES

Detailed budgets for the ISP will be submitted to WDO annually, no later than November 1 of each year, for review and approval. Those budgets will include anticipated revenues, expenses and collections. The ISP will provide quarterly updates on performance against the budget. Between quarterly reviews, collection information will be available for viewing either via an intranet site or ad hoc reports. The annual report -- which will be available by April 1 -- will include non-financial program performance information.

The ISP can be modified after the WDO Board approval based on a mutual understanding of performance versus and recognition of alternative design approaches that would improve performance. However, there are certain elements of



this plan – for example, designation of processors – that cannot be modified without the approval of the governance of Call2Recycle Canada. Plan performance should be reviewed by WDO no less frequently than quarterly; the termination of this plan should only be considered if the ISP no longer shows a commitment to perform as described in the ISP.

The Call2Recycle Canada ISP recognizes that upon submission of this plan, the costs incurred by WDO to review the ISP and monitor the ISP performance must be paid by the ISP within 30 days of invoicing.

The ISP is committed to adhering to a communication protocol and confidentiality policy that is mutually agreed to between WDO and Call2Recycle Canada.

The ISP commits to adopt WDO's dispute resolution process and procedures, and its marketplace fairness measures.

9. APPENDICES

9.1 WDA and WDO Procedures for Industry Stewardship Plans

Waste Diversion Ontario
Procedures for Industry Stewardship Plans



9.2 Program Guidelines



Rechargeable Battery & Cell Phone RECYCLING GUIDELINES: U.S. & Canada

- **Who is Call2Recycle®?**

Call2Recycle is the only free rechargeable battery and cell phone collection program in North America. Since 1994, Call2Recycle has diverted over 50 million pounds of rechargeable batteries from local landfills and established a network of 30,000 recycling drop-off locations. Advancing green business practices and environmental sustainability, Call2Recycle is the most active voice promoting eco-safe reclamation and recycling of rechargeable batteries and cell phones. Call2Recycle is operated by the non-profit Rechargeable Battery Recycling Corporation (RBRC).

- **What rechargeable batteries are included in the recycling program?**

Small, dry cell rechargeable batteries eligible for collection and recycling are:

- Nickel Cadmium (Ni-Cd)
- Nickel Metal Hydride (Ni-MH)
- Nickel Zinc (Ni-Zn)
- Lithium Ion (Li-ion)
- Small Sealed Lead (Pb)*

*weighing less than 11 lbs/5 kg each.

Rechargeable batteries can be commonly found in cordless power tools, cellular and cordless phones, laptop computers, camcorders, two-way radios and digital cameras. All types of cell phones are accepted - any size, make, model, digital or analog, with or without battery or charger. We do not recycle household cordless phones, mobile installed or bag phones, two-way radios, or pagers.

Call2Recycle does not accept the following types of batteries:

- Alkaline, Lithium, and other Non-Rechargeable Batteries
- Wet Cell
- Small Sealed Lead Acid weighing more than 11 lbs/5 kg each

- **What does the program cost?**

There is no cost to participate in the Call2Recycle program. Call2Recycle's recycling kit is free and it provides for safe, efficient rechargeable battery and cell phone collection. The kit includes collection boxes and plastic bags in which to place individual rechargeable battery, or cell phone with battery, into a separate bag to ensure safe storage and shipping.

- **How does the program work?**

- (1) Register online at www.call2recycle.org or call 1-877-723-1297
- (2) Receive an initial recycling kit 2-3 weeks from signup date. Start collecting used rechargeable batteries and cell phones.
- (3) Ship collected rechargeable batteries and cell phones via ground services to Call2Recycle's recycling or consolidation facilities.
- (4) Rechargeable batteries are recycled, and metals reclaimed are used to make new products; cell phones are recycled or refurbished and resold when possible, with a portion of the proceeds from resale of phones benefitting select charities.

- **What is included with the Call2Recycle collection box? How are the boxes shipped to the recycling facility?**

Each Call2Recycle box includes an affixed, pre-paid, pre-addressed UPS/FedEx or Purolator (Canada) shipping label, safety instructions, chemistry sorting stickers (non-retail only), and plastic bags.

Each box holds up to approximately 20 or 40 pounds of rechargeable batteries and cell phones (size determined upon sign-up).

The address to which the batteries and cell phones will be shipped to is already printed on the shipping label, so all you have to do is write your return address on the shipping label and securely seal the box.



Call2Recycle helps people and businesses care for the environment through its network of 30,000 battery and cell phone collection locations across North America. For more information, please visit our web site call2recycle.org or call toll-free (US) 877-723-1297; (Canada) 888-224-9764. 11//09/09

9.3 Call2Recycle Processor Qualification Standards



Processor and Sorter Qualification Standards

Processor standards define the minimum operating requirements to qualify as a processor and or sorter of batteries, cell phones and other materials collected for the Call2Recycle® program.

The following processing and sorting standards do not absolve processors or sorters from any federal, provincial/state and/or municipal legislation and regulations applicable to their operation. It is the processors' responsibility to be aware of and abide by all such legislation and regulations.

PROCESSOR STANDARDS

1. Comply with all business licensing and permitting requirements as well as any local, state/provincial and federal environmental operating permit requirements, such as but not limited to, recycling, hazardous waste/material management, storage and treatment, air quality, water quality, import/export permits and any special conditions set forth in the licenses and/or permits.

Including but not limited to:

- Ministry of the Environment Federal and Provincial- Certificates of Approval; Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management) and Federal Permit of Equivalent Level of Environmental Safety;
 - *Transportation of Dangerous Goods Act* (TDGA);
 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the Canadian Environmental Protection Act;
 - United States Environmental Protection Agency;
 - United States Department of Transportation;
 - International Civil Aviation Organization (ICAO)
2. Complete and pass a qualification audit of the facility performed by CHWMEG (in past 3 years) or outside auditor chosen by Rechargeable Battery Recycling Corporation (RBRC) to ensure the facility is in compliance with all regulatory and performance requirements. RBRC and program participants shall be allowed to audit the facility in-person at mutually agreeable specified times. The most recent facility audit summary shall be provided within seven days to RBRC, program participants, auditors or regulators upon request.
 3. Possess workers' compensation coverage, comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations, contractual liability, and closure. With combined single limits of not less than \$1,000,000 per occurrence, \$4,000,000 general aggregate.
 4. Possess environmental liability insurance with combined single limits of not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate.
 5. Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.



9.4 Battery Stewards of Call2Recycle Canada Ontario's ISP

As of August 1, 2013

3M COMPANY - OH&ES DIVISION
ACCESS BATTERY & POWER SYSTEMS
ACER SERVICES CORP
ADVANCED BATTERY SYSTEMS, INC.
ADVANCED ELECTRONICS ENERGY LIMITED
AGILENT TECHNOLOGIES
AIR STRUCTURES INTERNATIONAL, UK
ALEXANDER TECHNOLOGIES EUROPE, LTD
ALLIED INTERNATIONAL/ALLIED TOOLS
ALLTRADE TOOLS LLC
AMBIENT CORP.
AMERICAN LAWNMOWER COMPANY
AMERICAN TOPPOWER INC.
AMPERGEN
ANTON/BAUER INC.
APPLE, INC.
APPLIED POWER INC.
ARROW FASTENER CO., LLC
AVED GENERATIONS ELECTRONICS
AVEX ELECTRONICS CORPORATION
BATTERY SPECIALTIES
BISSELL HOMECARE, INC.
BLACK & DECKER CORPORATION
BLOUNT, INC.
BMR GROUP INC.
BOREN ELECTRONICS CO., LTD.
BOSE CORPORATION
BRAUN, A DIVISION OF P&G
BROTHER INTERNATIONAL CORPORATION
BYD BATTERY (USA) CO.
CANADIAN SATELLITE RADIO
CANADIAN TIRE
CANON U.S.A., INC.
CAR-GO BATTERY CO.
CASIO AMERICA, INC.
CELL-CON INC.
CENTURY OPTRONIC, INC.
CHERVON NORTH AMERICA/MASTERCRAFT
MAXIMUM
CISCO SYSTEMS, INC.
COLEMAN COMPANY, INC
COLUMBIA SPORTSWEAR COMPANY, INC
CONAIR CORPORATION
COVIDIEN
DANTONA INDUSTRIES
DELL INC.
DIGI-KEY CORPORATION
DONGGUAN GOLDEN CEL BATTERY CO.
DOUGLAS QUICKUT
DR. BATTERY
DURACELL a Division of P & G
DURACELL CANADA INC.
EASTMAN KODAK COMPANY
ECHELON, INC.
ELECTROLUX HOME CARE PRODUCTS
ENERCO GROUP, INC.
ENERGY SALES, INC.
ENERSYS DELAWARE INC.
EPSON AMERICA, INC.
ESI CASES & ACCESSORIES
ETICA BATTERY INC.
EVEREADY BATTERY COMPANY, INC. (ENERGIZER)
EXACT BATTERY
EXCELL BATTERY COMPANY
FDK AMERICA, INC.
FEDCO ELECTRONICS
FEIN POWER TOOLS, INC
FESTOOL
FINISH THOMPSON INC.
FLYING DRAGON DEVELOPMENT LTD.
FREIGHT SECURITY NET
FRESHBATTERY.COM
FRONTROW
FUJIFILM HOLDINGS AMERICA CORP.
FUNAI CORPORATION
GARMIN INTERNATIONAL, INC.
GENERAL DYNAMICS ITRONIX
GERBING'S HEATED CLOTHING
GIANT TIGER STORES LIMITED
GILLETTE, A DIVISION OF P&G
GLOBAL TECHNOLOGY SYSTEMS, INC.
GOLD PEAK INDUSTRIES
GOLDEN CEL BATTERY CO. LTD.
GREATBATCH, LTD.
GREEN SMOKE, INC.
GREENRON ENERGY LIMITED



GS BATTERY (USA) INC.
HENAN HUANYU POWER SOURCE CO., LTD.
HEWLETT-PACKARD COMPANY
HILTI (CANADA) CORPORATION
HILTI, INC.
HITACHI - KOKI U.S.A. LTD.
HITACHI-KOKI CANADA CO.
HOBBICO - HOBBY CORPORATION OF AMERICA
HONG KONG HIGHPOWER TECHNOLOGY CO., LTD
HOOVER COMPANY (TTI FLOOR CARE NORTH
AMERICA)
HOT-SHOT PRODUCTS CO., INC.
HOUSE OF BATTERIES
HTC CORPORATION
ICOM AMERICA, INC.
IDX SYSTEM TECHNOLOGY
ILLINOIS TOOL WORKS
INDUSTRIAL BATTERY SERVICE, INC.
INDUSTRIAL SCIENTIFIC CORPORATION
INSPIRED ENERGY, LLC
INTEC INDUSTRIES CO. LTD.
INVOX HARDWARE LIMITED
IOTTIE
ITECH "INTELLEAGENT TECHNOLOGIES"
ITO CO., LTD.
JEAN COUTU GROUP INC.
JIANGSU HIGHSTAR BATTERY MANUFACTURING
CO., LTD
JLG INDUSTRIES, INC.
JVC AMERICAS CORP.
KENSINGTON COMPUTER PRODUCTS GROUP, A
DIVISION OF ACCO BRANDS USA LLC
KENWOOD AMERICAS CORPORATION
KING OF FANS
L'IMAGE HOME PRODUCTS INC.
LEICA CAMERA, INC.
LENMAR BATTERY SOLUTIONS
LENOVO (UNITED STATES) INC.
LEXEL BATTERY (SHENZHEN) CO., LTD.
LG ELECTRONICS, INC.
LOBLAW INC
MAG INSTRUMENT, INC.
MAKITA CANADA INC.
MAKITA U.S.A., INC.
MAX CO., LTD.
MAXELL CORPORATION OF AMERICA
MCNAIR TECHNOLOGY CO., LTD.
MEASUREMENT LTD., INC.

MEDTRONIC PHYSIO-CONTROL CORP.
MERITOOL LLC
MILWAUKEE ELECTRIC TOOL CORPORATION
MOTOROLA, INC.
NEC CASIO HITACHI MOBILE
NEPTUNE TECHNOLOGY GROUP, INC.
NIKON CANADA INC.
NOKIA
NORELCO CONSUMER PRODUCTS CO.
NORMARK INNOVATIONS
NOVATEL WIRELESS
NYLUBE PRODUCTS COMPANY, LLC
OKI DATA AMERICAS, INC.
OLYMPUS AMERICA, INC.
ONLIVE, INC.
OOMA, INC.
OPTEX, INC.
ORAL-B, A DIVISION OF P&G
PALLADIUM ENERGY
PANASONIC CORPORATION OF NORTH AMERICA
PANTECH CO. LTD.
PASLODE
PERSONAL COMMUNICATION DEVICES, LLC (PCD)
PHILIPS CONSUMER ELECTRONICS
PHOTO CONTROL CORPORATION
PHYSIO-CONTROL CORPORATION
PORTACELL USA LLC
POSITEC TOOL CORPORATION
POWER PRODUCTS
POWERGENIX
PRO TEAM THE VACUUM COMPANY
PROCTER & GAMBLE
PROFESSIONAL TOOL PRODUCTS, LLC
PROGRESSIVE TECHNOLOGIES, INC.
PROMARK ELECTRONICS
QUANTUM INSTRUMENTS INC.
QUICKIE MANUFACTURING CORPORATION
RADIOSHACK
RAYOVAC CORPORATION, A DIVISION OF
SPECTRUM BRANDS
REALFLEET CO., LTD.
REMINGTON, DIVISION OF SPECTRUM BRANDS, INC.
RESEARCH IN MOTION LIMITED
RESISTACAP, INC.
RIDGE TOOL COMPANY (RIDGID)
RKI INSTRUMENTS
ROBERT BOSCH TOOL CORPORATION
RRC POWER SOLUTIONS INC



RYOBI NORTH AMERICA, INC.
SAFT AMERICA INC.
SAMSUNG
SANYO ENERGY (U.S.A.) CORPORATION
SATO AMERICA INC
SEIKO INSTRUMENTS USA, INC.
SENSIDYNE/GILIAN
SHARP ELECTRONICS CORP
SHENZHEN BOFUNENG BATTERY CO., LTD.
SHENZHEN LTT ELECTRONICE CO., LTD.
SHOPPERS DRUGMART INC.
SIGMA CORPORATION
SIRIUS XM RADIO INC.
SNAP-ON INCORPORATED
SONY ELECTRONICS INC
SONY OF CANADA LTD
SOUTHWICK TECHNOLOGIES
SPECTRUM BRANDS, INC.
SRAM LLC
STAR MICRONICS CO., LTD.
STIHL INCORPORATED
STIHL LIMITED
STRYKER
SUNBEAM PRODUCTS
SWISSVOICE
TECHNICAL POWER SYSTEMS, INC.
TECHTRONIC INDUSTRIES CO., LTD.

TECHTRONIC INDUSTRIES GMBH
TERRALUX
TEST RITE PRODUCTS CORP.
TEXAS INSTRUMENTS EDUCATION TECHNOLOGY
THE FURUKAWA BATTERY CO., LTD.
THE SOURCE
TNR TECHNICAL INC. / THE BATTERY STORE
TOSHIBA AMERICA, INC.
TRAXXAS
TREK BICYCLE CORPORATION
TTEK ASSEMBLIES INC.
ULTRALIFE CORPORATION
UNIDEN AMERICA CORPORATION
UNISYS
UNIVERSAL POWER GROUP
VARTA BATTERIES INC.
VENOM POWER
VERNIER SOFTWARE & TECHNOLOGY
VTECH COMMUNICATIONS LTD.
WACOM TECHNOLOGY CORP.
WAHL CLIPPER CORP.
WALMART CANADA CORPORATION
WINTONIC BATTERY & MAGNET CO. LTD.
WOHLER USA, INC.
XPLORE TECHNOLOGIES CORP.
YIYANG CORUN BATTERY CO., LTD.
YUASA BATTERY INC.

9.5 Consultations

The Call2Recycle Canada on March 5, 2009 formally notified concerned parties at WDO, Stewardship Ontario and the Ministry of Environment of its intention to file an ISP application. Representatives of Call2Recycle Canada previously had met with staff of those entities repeatedly to discuss the RBRCC program during the Stewardship Ontario consultation on the Phase 1 battery program and, subsequently, through a variety of correspondence with SO and WDO staff.

The Call2Recycle Canada proposal was further discussed at a meeting of the Stewardship Ontario MHSW Steering Committee on March 13, 2009 and at several meetings of the SO Battery Working Group, as well as individual meetings with WDO, SO, and MOE representatives.

The Call2Recycle Canada on April 3, 2009 advised key Ontario stakeholders (Waste Management, Environmental, Municipal and Provincial elected officials) of our intent to become the ISP for batteries in Ontario. Additional correspondence to WDO regarding plan development considerations was submitted on July 20, 2009. Additionally, Call2Recycle Canada notified WDO in January 2011 of its intent to resubmit its ISP.

To solicit additional input to the Call2Recycle Canada ISP proposal, public consultations were held as follows:

- A meeting was held with Provincial waste management experts on June 23, 2009 to review the draft ISP and solicit input.
- The draft ISP was posted on www.call2recycle.ca June 29, 2009 and we notified the public about this through Ontario media and targeted associations involved in Environment, Waste Management, Municipal Affairs, and Industries.
- A public consultation meeting was held on July 9, 2009 in Toronto, enabling attendants to participate either through on-site presence or via webcast. Input was solicited both at the meeting and through follow-up correspondence to assist in the finalization of the ISP for July 31, 2009 submission to the WDO.
- An updated ISP was posted at www.call2recycle.ca as of February 17, 2011 where it was available for public and stakeholder comment. The posted was be accompanied by a release soliciting comments from stakeholders and the public.
- Call2Recycle Canada also conducted a consultation and webinar on March 10, 2011. Invitees included all municipalities, retailers and other stakeholders throughout the province.
- Call2Recycle Canada updated this ISP to reflect the comments made as a result of the most recent session on March 10, 2011.
- Call2Recycle Canada posted an updated ISP at www.call2recycle.ca on June 30, 2013 for any additional public comment.
- Due to additional feedback from WDO staff, Call2Recycle Canada removed the ISP posted on its website on June 30th and replaced it with an updated ISP on August 19th 2013.
- WDO and Call2Recycle Canada will hold a public consultation with respect to this ISP in late 2013 prior to the WDO Board's consideration in December.

9.6 Material Flow – Battery ISP Stakeholders



9.7 Ontario Major Vendors

Consolidation Facilities

Newalta

Roland Colburn - General Manager
rcolbow@newalta.com
 1731 Pettit Rd
 Fort Erie, ON L2A 5M4
 905.994.1900

Toxco Waste Management Ltd.

Kathy Bruce – x110
 Vice-President
kbruce@toxco.com
 9834 Highway 22A
 Trail, BC V1R 4W6
 250.367.9882

Inmetco

Al Hardies (Manager Raw Materials & Acquisitions)
albert.hardies@inmetco.com
 One Inmetco Dr
 Ellwood City, PA 16117
 724.758.5515

Fulfillment Center

POSitive Fulfillment

Larry Miller - Cell (770) 633-6768
 President
lmiller@positivecan.com
 2050 Codlin Crescent, Unit #3
 Toronto, ON M9W 7J2
 416.213.0299 x111



Inbound Shippers

Purolator Courier – Inbound boxes

Brooke Snider

Account Executive

bsnider@purolator.com

550 York Road

Niagara-On-The-Lake, ON L0S 1J0

Tel: 905-684-6700 x2006

9.8 Single Use Battery Collection and Recycling Agreement

This Single Use Battery Collection and Recycling Agreement (the “Agreement”) is made effective as of the first day upon which it has been executed on behalf of both Parties (as defined below) (“**Effective Date**”), and is by and between the Call2Recycle Canada, Inc., a corporation incorporated pursuant to the *Canada Corporations Act*, and _____ (“**Steward**”), a corporation incorporated pursuant to the law of _____.

RECITALS

- A. CALL2RECYCLE CANADA, INC. has operated a used rechargeable battery and used cellular telephone collection and recycling program in Canada for approximately a dozen years and intends to continue to do so;
- B. Several Provinces of Canada are requiring certain entities identified as “stewards” of used consumer-type rechargeable batteries and used consumer-type Single Use batteries to implement collection and recycling programs within their jurisdictions;
- C. Steward is identified as a “steward” of consumer-type Single Use batteries in one or more such Provinces and, therefore, is now or will soon be required to implement a collection and recycling program for its batteries in those Provinces;
- D. CALL2RECYCLE CANADA, INC. is willing to expand its program in specific Provinces to include the collection and recycling of consumer-type Single Use batteries; and
- E. Steward wishes to engage CALL2RECYCLE CANADA, INC. to provide this service in those Provinces where it has been identified as a “steward” of consumer-type Single Use batteries.

NOW, THEREFORE, for value received and intending to be bound hereby, CALL2RECYCLE CANADA, INC. and Steward agree as follows.

SECTION 1 – DEFINITIONS

For the purposes of this Agreement, the following terms are defined as set out below.

- 1.1 **Battery Management Plan:** shall mean a plan for the collection and recycling of rechargeable and Single Use consumer-type batteries submitted by CALL2RECYCLE CANADA, INC. to the Provincial authorities responsible for approving such plans, or a contract in accordance with which CALL2RECYCLE CANADA, INC. has agreed to provide such services to another entity that has obtained approval of a plan from Provincial authorities.

- 1.2 **Confidential Information:** shall mean any information identified by either Party as “Confidential” or which, under all of the circumstances, ought reasonably to be treated as confidential, whether provided orally, in writing, electronically or in such other form or medium, but does not include any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (ii) is subsequently rightfully learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (iii) was known to the receiving Party at the time of disclosure without obligation of confidentiality, (iv) is generated independently by the receiving Party without use of or reference to Confidential Information, or (v) is required to be disclosed by law, subpoena or other legal process, provided that the receiving Party shall use commercially reasonable efforts to: (a) give at least ten days prior written notice of such disclosure to the other Party; (b) limit such disclosure to the extent practicable, and (c) make such disclosure only to the extent so required.
- 1.3 **Covered Sales:** shall mean the annual total weight in pounds of Covered Batteries sold by Steward into a Covered Province, plus the Steward’s good faith estimate of the annual total weight in pounds of Covered Batteries sold by Steward to one or more other entities for use in a battery-powered devices that are sold by such entities into the same Covered Province.
- 1.4 **Covered Batteries:** shall mean consumer-type Single Use batteries which are subject to regulation or other legal requirements by a Covered Province arising from or relating to responsibilities imposed on Steward for end-of-life handling.
- 1.5 **Covered Province:** shall mean any Province of Canada that has adopted a law or regulation implementing regulations or other legal requirements arising from or relating to responsibilities imposed on Steward for end-of-life handling of Covered Batteries.
- 1.6 **Governmental Authority:** shall mean any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal, dispute settlement panel or body or other law, rule or regulation-making entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof; or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.
- 1.7 **Party:** shall mean either CALL2RECYCLE CANADA, INC. or Steward, and **Parties** shall mean both CALL2RECYCLE CANADA, INC. and Steward.
- 1.8 **Plan Cost:** shall mean the total cost, calculated by CALL2RECYCLE CANADA, INC. in good faith, of implementing a Battery Management Plan in a Covered Province. The Plan Cost shall include both direct and indirect costs incurred by CALL2RECYCLE CANADA, INC., including (but not limited to) charges attributable to transportation of Covered Batteries; sorting Covered Batteries from other materials collected by CALL2RECYCLE CANADA, INC.; a share of communications expenses incurred for each Covered Province; and any changes imposed on CALL2RECYCLE CANADA, INC. (on behalf of itself or a Steward) or by any Governmental Authority.
- 1.9 **Stewards:** shall mean Steward and all other entities that entered into an agreement with CALL2RECYCLE CANADA, INC. that is substantially similar to this Agreement.



SECTION 2 – STEWARD’S RESPONSIBILITIES

- 2.1 Steward shall assume the following responsibilities with respect to its Covered Sales:
 - (a) Within 30 days of the Effective Date, Steward shall notify CALL2RECYCLE CANADA, INC. of its Covered Sales in the Covered Province for the prior year and the current year to date; and
 - (b) By February 1 of each year, Steward shall provide to CALL2RECYCLE CANADA, INC. its Covered Sales in each Covered Province for the prior year, and shall inform CALL2RECYCLE CANADA, INC. of any substantial changes in Covered Sales it anticipates for the coming year.
- 2.2 Upon request, Steward shall provide to CALL2RECYCLE CANADA, INC. such information as may be reasonably required to comply with an approved Battery Management Plan.

SECTION 3 – FEES AND PAYMENTS

- 3.1 In Covered Provinces except as may be identified by amendment to this Agreement pursuant to Section 14.6:
 - (a) Steward shall pay to CALL2RECYCLE CANADA, INC. a quarterly fee for the implementation and operation of each Battery Management Plan to which this Agreement applies. The quarterly fee shall be paid in advance of the start of each quarter and shall be calculated separately for each Covered Province, in accordance with the following formula:

Quarterly Fee = $(CS_{\text{Steward Est}} / CS_{\text{Total Est}}) \times PC$

Where:

- $CS_{\text{Steward Est}}$ = The weight in pounds of Steward’s Covered Sales in the Covered Province in the previous year, as reported to CALL2RECYCLE CANADA, INC. by Steward pursuant to Section 3.1;
- $CS_{\text{Total Est}}$ = The weight in pounds of all Stewards’ Covered Sales in the Covered Province in the previous year, as reported to CALL2RECYCLE CANADA, INC. by Stewards; and
- PC = The total Plan Cost projected by CALL2RECYCLE CANADA, INC. to be incurred in collecting and recycling Covered Batteries in the next quarter.

- (b) In the first invoice submitted to Steward after February 1 of each year this Agreement is in effect, CALL2RECYCLE CANADA, INC. shall adjust the quarterly fee then due to account for any overpayment or underpayment of fees by Steward in the previous year. The amount of the adjustment to Steward shall be calculated in accordance with the following formula:

$$\text{Adjustment} = F_{\text{Tot}} \times \left[\left(\frac{CS_{\text{Steward Act}}}{CS_{\text{Total Act}}} \right) / \left(\frac{CS_{\text{Steward Est}}}{CS_{\text{Total Est}}} \right) - 1 \right]$$

Where:

F_{Tot} = The total amount of quarterly fees paid by Steward in the previous year;

$CS_{Steward Act}$ = The weight in pounds of Steward's actual Covered Sales in the Covered Province in the previous year, as reported to CALL2RECYCLE CANADA, INC. by Steward pursuant to Section 2.1;

$CS_{Total Act}$ = The weight in pounds of all Stewards' actual Covered Sales in the Covered Province in the previous year, as reported to CALL2RECYCLE CANADA, INC. by Stewards;

$CS_{Steward Est}$ = as defined in Section 3.1(a); and

$CS_{Total Est}$ = as defined in Section 3.1(a).

- (c) CALL2RECYCLE CANADA, INC. shall invoice Steward for all quarterly fees due under this Section on or about December 1, March 1, June 1, and September 1 of each year this Agreement is in effect.
- (d) All fees payable by Steward are non-refundable.

3.2 Payments by Steward:

- (a) Steward shall pay all invoices from CALL2RECYCLE CANADA, INC. for fees due under Section 3.1 within 60 days of receipt of the invoice. Any invoice amount or portion thereof that is not paid by the date due shall accrue interest at the rate of 2%, compounded monthly.
- (b) In the event Steward invokes the dispute resolution provisions of this Agreement as to any invoice amount or portion thereof, Steward may withhold no more than 20% the disputed amount. Steward shall pay the undisputed invoice amount and the remaining 80% of the disputed amount within 60 days of receipt of the invoice.
- (c) A failure by Steward to make a payment within 90 days following receipt of an invoice shall result in termination of CALL2RECYCLE CANADA, INC.'s obligations under this Agreement.
- (d) To the extent that CALL2RECYCLE CANADA, INC. is assessed any levy, surcharge, penalty or similar charge by a Covered Province or any Governmental Authority thereof in connection with a Battery Management Plan (any such amount being a "BMP Levy"), Steward shall in addition to the other fees provided for in this Agreement, provide an additional amount to CALL2RECYCLE CANADA, INC. as is equal to Steward's pro-rata contribution to CALL2RECYCLE® CANADA, INC. of all fees (excluding those collected under this subsection) as are collected by CALL2RECYCLE CANADA, INC. in the calendar year prior to the Levy being assessed against CALL2RECYCLE CANADA, INC.. Notwithstanding the foregoing, if any such Levy is assessed as a result of negligence, willful misconduct or recklessness by CALL2RECYCLE CANADA, INC. there shall be no contribution obligation on the Steward in connection with such Levy.

SECTION 4 – TERM AND DURATION

- 4.1 Subject to Section 4.2, this Agreement shall be effective from the Effective Date and shall remain in place so long as CALL2RECYCLE CANADA, INC. is a participant in a Battery Management Plan, provided that CALL2RECYCLE CANADA, INC. may withdraw from this Agreement as to any Battery Management Plan covered by this Agreement, without penalty and with no obligation to refund fees to Steward if: (i) within 30 days following receipt of a notice of plan approval in Provinces in which CALL2RECYCLE CANADA, INC. is directly implementing a Battery Management Plan, CALL2RECYCLE CANADA, INC. determines that any changes which are proposed to such Battery Management Plan are not reasonable or feasible and CALL2RECYCLE CANADA, INC. elects not to continue with such Battery Management Plan, or (ii) in Provinces in which CALL2RECYCLE CANADA, INC. is implementing a Battery Management Plan as a contractor to another entity, CALL2RECYCLE CANADA, INC.'s contract with that entity is terminated.
- 4.2 This Agreement may be terminated in its entirety as provided below:
- (a) By mutual agreement of the Parties;
 - (b) By either Party with cause upon the commission of a material breach of this Agreement which is not cured within 30 days after the breaching Party receives notice of such; or
 - (c) By Steward if any Force Majeure (being any delay or failure by CALL2RECYCLE CANADA, INC. in the material performance of its obligations under this Agreement shall be excused if and to the extent caused by a cause or causes beyond the reasonable control of CALL2RECYCLE CANADA, INC., which shall include, but is not limited to, acts of God, strikes, action of any Governmental Authority, fire, flood, windstorm, explosion, riot, war, and sabotage) is not rectified within 60 days of receipt of the written notice from CALL2RECYCLE CANADA, INC..
- 4.3 Notwithstanding any termination of this Agreement, Steward shall still be obligated to pay to CALL2RECYCLE CANADA, INC. all fees incurred (whether invoiced or not) prior to the effective date of termination.
- 4.4 The provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability remain in effect after termination or expiration of this Agreement.

SECTION 5 – WARRANTY, INDEMNITY, AND INSURANCE

- 5.1 Each Party warrants that neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it subject, or (ii) violate any provision of its governing documents.
- 5.2 Except to the extent Section 6.2 limits the obligation of CALL2RECYCLE CANADA, INC., each Party will indemnify and save harmless the other Party and each of its officers, directors, employees, and agents from and against all actions, suits, claims, damages, fines, executions, and demands which may be brought against it and/or its officers, directors, employees or agents by reason of any breach of this Agreement by the other Party, including reasonable solicitor fees and any charges or fines imposed by any regulatory authority.

- 5.3 CALL2RECYCLE CANADA, INC. shall carry, or shall require that all collectors, recyclers, handlers, and transporters with which it contracts to perform the services contemplated hereunder to maintain, maintain comprehensive general insurance policies without an environmental exclusion, or equivalent coverage in another contractual form, of at least \$2 million per occurrence, \$5 million aggregate.

SECTION 6 – LIMITATION OF LIABILITY

- 6.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO THE OTHER PARTY.
- 6.2 CALL2RECYCLE CANADA, INC.'s aggregate liability to all Stewards for the implementation and operation of its Battery Management Plans (including any breach of its obligations under this Agreement) shall not exceed CALL2RECYCLE CANADA, INC.'s rights to indemnification, contribution, and insurance. Neither Party shall be liable in an action initiated by one against the other for special, indirect or consequential damages resulting from nor arising out of this Agreement, however they may be caused.
- 6.3 The limitations, exclusions and disclaimers set out in this Agreement shall apply: (i) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of this Agreement; and (ii) to each Party's affiliated companies as well as such affiliated companies' directors, officers, employees, and independent contractors.
- 6.4 Some jurisdictions do not allow limitation or exclusions of certain types of damages and/or of implied conditions or warranties. The limitations, exclusions, and disclaimers set forth in this Agreement shall not apply only if and to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions, and disclaimers.

SECTION 7 – DISPUTE RESOLUTION

- 7.1 If either Party disagrees with the amount of any fee paid or alleged to be due, or asserts any other breach of this Agreement, the Party will promptly notify the other Party in writing of the dispute. The Parties will seek to resolve the dispute informally. Any amounts not disputed shall be paid promptly.
- 7.2 If the dispute has not been resolved informally within 30 days after the receipt of written notice, either Party may refer the dispute to the ADR Institute of Canada, Inc. for mediation. Any disputes that arise under or relate to this Agreement, and that are not resolved informally or by mediation, may only be decided by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. Any such arbitration shall take place in Toronto, Ontario, unless the parties mutually agree on another location. The language of the arbitration shall be English. To the extent the dispute is resolved in arbitration in CALL2RECYCLE CANADA, INC.'s favor; CALL2RECYCLE CANADA, INC. may seek interest on the delayed payment. Any judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court with jurisdiction.



- 7.3 Nothing in this Agreement limits either Party’s right to obtain a preliminary injunction against the other Party pending the resolution of an arbitrable dispute.
- 7.4 Nothing in this Agreement shall prohibit the Party finally prevailing in an arbitration or action under this Section (after appeal, if any) from seeking to recover from the unsuccessful Party reasonable attorneys’ fees, costs, and disbursements in addition to any other relief to which it may be entitled.

SECTION 8 – CONFIDENTIALITY

- 8.1 During the period of this Agreement and for a period of three years following its termination, CALL2RECYCLE CANADA, INC. and Steward undertake mutually that they shall neither give nor make available to any third party, any Confidential Information, provided that for data reporting purposes necessary under applicable regulations, CALL2RECYCLE CANADA, INC. may disclose Confidential Information if such information is rendered anonymous or aggregated with other information so that no third party or Steward can identify any Steward’s individual Confidential Information, or unless the disclosing party consents in writing to the receiving party’s disclosure of such Confidential Information.
- 8.2 Each Party warrants that its employees shall be under explicit instructions not to disclose any Confidential Information to third parties, and that each Party shall take all steps reasonably necessary to obtain compliance with such instructions.

SECTION 9 – NOTICE

- 9.1 Any notice to CALL2RECYCLE CANADA, INC. shall be delivered by courier or post to the following, or to such other persons or addresses as CALL2RECYCLE CANADA, INC. may in the future notify Steward in writing:

CALL2RECYCLE CANADA, INC.
 4576 Yonge St., Suite 606
 Toronto, ON M2N 6N4

With an additional copy to:

Chief Executive Officer
 Call2Recycle, Inc.
 1000 Parkwood Circle
 Suite 200
 Atlanta, GA, USA 30339

- 9.2 Any notice to Steward shall be delivered by courier or post to the following:

SECTION 10 – AUDIT

- 10.1 Subject to a reasonable advance notice, Steward or its duly authorized representative shall be entitled to examine all information related to Steward in books and records maintained by CALL2RECYCLE CANADA, INC. in connection with this Agreement. Steward shall also be authorized to access information related to CALL2RECYCLE CANADA, INC.'s operations and other Stewards (to the extent such information is anonymous and/or aggregated).

SECTION 11 – GENERAL

- 11.1 The failure of any Party to insist upon the strict performance of a covenant or obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict performance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any covenant or obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or of any other obligation hereunder.
- 11.2 This Agreement may be executed in counterparts which, taken together, shall be considered a single Agreement. This Agreement may be executed by facsimile or by email if scanned and sent in PDF,
- 11.3 All uses of the words "Section(s)" in this Agreement are references to sections of this Agreement, unless otherwise specified.
- 11.4 Steward shall have the right, upon reasonable notice and in accordance with such restrictions as may exist between CALL2RECYCLE CANADA, INC. and its contractors, to inspect from time to time all facilities under contract to CALL2RECYCLE CANADA, INC. to handle Covered Batteries.
- 11.5 Steward is not the agent of CALL2RECYCLE CANADA, INC. for any purpose. CALL2RECYCLE CANADA, INC. is not the agent of Steward for any purpose. Nothing in this Agreement shall be interpreted to create such an agency relationship. Except as otherwise set forth in this Agreement, each Party agrees that it will be responsible for its own independent acts and the results thereof. Each Party therefore agrees that, except as otherwise set forth in this Agreement, it will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations. Nothing in this section shall bar any legal remedies that Steward or CALL2RECYCLE® CANADA, INC. may have against each other for failure to fulfill obligations pursuant to this Agreement.
- 11.6 This Agreement may only be amended by a written instrument duly executed by both Parties.
- 11.7 This Agreement may be assigned by CALL2RECYCLE CANADA, INC. to any entity affiliate or parent, or subsidiary of CALL2RECYCLE CANADA, INC. that succeeds to all of CALL2RECYCLE CANADA, INC.'s obligations hereunder, provided timely notice of such assignment is provided to Steward. This Agreement may be assigned by CALL2RECYCLE CANADA, INC. to any other entity that succeeds to all of CALL2RECYCLE CANADA, INC.'s obligations hereunder with prior written consent of Steward, which shall not be unreasonably withheld. This Agreement may not be assigned by Steward without the prior written consent of CALL2RECYCLE CANADA, INC., which shall not be unreasonably withheld.
- 11.8 If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be



struck from this Agreement and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

- 11.9 This Agreement shall be deemed to be made in, interpreted, and enforced pursuant to the laws of Ontario, Canada.
- 11.10 This Agreement supersedes all documents or arrangements previously concluded by Steward and CALL2RECYCLE CANADA, INC. with respect to the subject matter hereof, and evidences the entire agreement of the Parties hereto.
- 11.11 Nothing in this Agreement amends or affects the terms of any license agreement that exists, now or in the future, between Steward and CALL2RECYCLE CANADA, INC.

<< Signature page follows. >>



ACCEPTED and AGREED:

Call2Recycle Canada, Inc.

(Print name and title)

(Signature)

(Date)

I have the authority to bind the Corporation

Steward

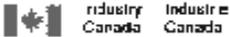
(Print name and title)

(Signature)

(Date)

I have the authority to bind the Corporation

9.9 Call2Recycle Canada Articles of Incorporation



Canada Not-for-profit Corporations Act (NFP Act)

Form 4004

Articles of Amendment

1	Corporate name
Call2Recycle Canada, Inc.	
2	Corporation number
3, 3, 3, 3, 9 7, —, 3	
3	The articles are amended as follows: (complete all applicable sections)
<p>A The corporation amends its name to: Call2Recycle Canada, Inc. Appel à Recycler Canada, Inc.</p>	
<p>B The corporation amends the province or territory in Canada where the registered office is situated to:</p>	
<p>C The corporation amends the number of directors to: (for a fixed number, indicate the same number in both boxes)</p> <p style="text-align: center;">Minimum number <input type="text"/> Maximum number <input type="text"/></p>	
<p>D Other amendments, please specify:</p>	

4	Declaration
I hereby certify that I am a director or an authorized officer of the corporation.	
<p>Signature <u>Carl E. Smith</u></p> <p>Print name <u>Carl E. Smith</u></p> <p>Phone number <u>(416) 224 - 0141</u></p>	
<p><small>Note: A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the NFP Act).</small></p>	

Certificate of Amendment

Canada Not-for-profit Corporations Act

Certificat de modification

Loi canadienne sur les organisations à but non lucratif

Call2Recycle Canada, Inc.
Appel à Recycler Canada, Inc.

Corporate name / Dénomination de l'organisation

333397-3

Corporation number / Numéro de l'organisation

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 201 of the *Canada Not-for-profit Corporations Act*, as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de l'organisation susmentionnée sont modifiés aux termes de l'article 201 de la *Loi canadienne sur les organisations à but non lucratif*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.



Marcie Girouard

Director / Directeur

2013-02-15

Date of Amendment (YYYY-MM-DD)
Date de modification (AAAA-MM-JJ)