

In consideration of Alberta Recycling Management Authority, Electronics Recycling (Alberta Recycling) accepting the applicant's application for recycler qualification, under its electronics recycling program (the "Program") and in consideration of the applicant's agreement to be bound by the terms of the Program and any bylaws made by Alberta Recycling (the "Bylaws"), and in consideration of the covenants contained herein and other good and valuable consideration, the applicant hereby acknowledges and agrees as follows:

1. The Applicant represents and warrants that all information provided to Alberta Recycling in this application, and in all documents required by virtue of the Applicant's qualification as a recycler by Alberta Recycling, or by virtue of the requirements of law, are true and accurate.
2. The Applicant agrees to indemnify and hold Alberta Recycling, its employees and agents, harmless for all costs, expenses claims, demands and actions that may arise as a result of any untrue or inaccurate statement or information provided by the Applicant.
3. Alberta Recycling has authority to make bylaws, policies and procedures and the Applicant agrees to be bound by any bylaws, policies and procedures applicable to it and made by Alberta Recycling.
4. The applicant agrees to provide Alberta Recycling with all reasonable information relating to this Application or any matter that relates to the program or procedures of Alberta Recycling and agrees that Alberta Recycling has a right of access to any and all such information during normal business hours and on 24 hours notice to the applicant.
5. The applicant agrees to provide, at the request of Alberta Recycling, all documentation, receipts, entries, or information that may support or relate to any claim for return incentives to Alberta Recycling, upon request.
6. Any qualification granted, or any payment made by or to Alberta Recycling, where there has been false or misleading information provided by the Applicant shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the Applicant for the sole and exclusive benefit of Alberta Recycling. Such payments shall be made forthwith to Alberta Recycling upon the discovery of the error.
7. Alberta Recycling has the right to withhold any qualification until sufficient verification or information has been provided by the Applicant in relation to any matter reasonably requested to be verified by Alberta Recycling.
8. The Applicant shall:
 - a) keep records that may relate to or support the Applicant's transactions in electronics or under the Program and make them available for inspection by Alberta Recycling at all reasonable times. and
 - b) provide to Alberta Recycling upon request all such information that may relate to or support the Applicant's applications under the Program.

9. For the purpose of notices, the address provided by the Applicant on the front side of the Registration Application shall be the address at which Alberta Recycling may send all notices to the Applicant.
10. The Applicant acknowledges it may have a right of defence or limitation of claim under the *Limitation s Act* or similar legislation, and specifically waives any rights or benefits it may have under that act in the event Alberta Recycling has a claim against the Applicant.
11. Alberta Recycling may cancel or suspend the Applicant's status as a qualified recycler if the Applicant:
 - a) ceases to carry on business.
 - b) applies to surrender the Applicant's status as a qualified recycler.
 - c) contravenes the terms of the Program or the Bylaws. or
 - d) provides inadequate, false or misleading information or representation in any application for qualified recycler status for incentives under the Program or in response to any request for information by Alberta Recycling.
12. The Applicant understands that it may not apply for, or receive incentive under the Program unless the Applicant is qualified as a recycler under the Program and the Applicant's status as a qualified recycler is not under suspension.
13. All information and documents submitted to Alberta Recycling will be in the custody of Alberta Recycling and therefore subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25 (the "Act").
14. Unless otherwise required or authorized by law, Alberta Recycling shall not disclose to a third party personal information supplied by the Applicant where, as determined by Alberta Recycling, such disclosure would constitute an unreasonable invasion of personal privacy in accordance with s.17 of the Act.
15. Alberta Recycling reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.