

## Voluntary Producers' Policy

The **Voluntary Producers' Policy** lists the conditions whereby a producer that is not covered by the Regulation may:

- Assume the obligations, undertakings and responsibilities for and on behalf of all its First Suppliers in Quebec; and
- Consequently, comply with the Contract, the General Conditions, the Policies and the By-laws of Éco Entreprises Québec (ÉEQ).

If they fail to meet the terms and conditions set out in this Policy, the First Supplier or First Suppliers in Quebec shall remain responsible.

The amendments to this policy, which was adopted by the board of directors of ÉEQ on March 30, 2023, are effective as of June 19, 2024.

### Scope

1. This Policy applies to businesses that do not have a domicile or Establishment in Quebec but wish to assume the obligations, undertakings and responsibilities related to the Materials they put on the market in Quebec by becoming Voluntary Producers.
2. By becoming Voluntary Producers, businesses release (except in the event of default) their First Suppliers in Quebec from their obligations, undertakings and responsibilities under the Regulation and become Producers within the meaning of the Contract, the General Terms and Conditions and the Policies.
3. A Voluntary Producer must complete the form to become a Voluntary Producer and sign the Voluntary Producer agreement referred to in this Policy.
4. This Policy forms an integral part of the Contract and the General Terms and Conditions, and it may be amended in accordance with the General Terms and Conditions.

### Policy

5. Unless otherwise provided, capitalized terms used in this Policy shall have the meaning ascribed thereto in the General Terms and Conditions.
6. ÉEQ may agree to allow a third party, whose domicile or Establishment is outside Quebec, who (1) owns a Name or Trademark, or (2) who, without being the owner of a Name or a Trademark, is the main distributor thereof in Quebec, to become a Voluntary Producer, particularly if such third party:
  - (a) Meets the conditions stipulated in this Policy;
  - (b) Completes and transmits the form to become a Voluntary Producer;
  - (c) Reads and agrees to the Contract, the General Terms and Conditions and the Policies; and
  - (d) Submits a Report containing the data and information specified in the Financial Participation Policy and pays the PFP provided therein.
7. A third party may be recognized as a Voluntary Producer if it has signed and filed the Voluntary Producer form for that purpose with ÉEQ, thereby agreeing to:
  - (a) Meet all the obligations, undertakings and responsibilities of a Member under the Contract, the General Terms and Conditions, the Policies and the Regulation, including, without limitation, (1) filing the Report required under the Producers' Financial Participation Policy; (2) paying all PFP;

and (3) complying with section 14 of the General Terms and Conditions as regards the settlement of disputes, applicable Quebec law, and choice of forum;

- (b) Assume any obligations arising from the agreement in respect of all its First Suppliers, a list of which is included in the Voluntary Producer form;
  - (c) File a Report for all the Names and Trademarks of which it is the owner, user or distributor, a list of which is included in the Voluntary Producer form; and
  - (d) Pay its PFP to the extent of the quantities of Materials it puts on the market and not be eligible for a payment exemption, even if it meets the criteria stipulated in the Small Producers' Policy in that regard.
8. The First Supplier remains solidarily liable with the Voluntary Producer which is acting to perform the obligations, undertakings and responsibilities which would otherwise be the responsibility of the First Supplier under the Contract, the General Terms and Conditions, the Policies and the Regulation.
  9. A third party that becomes a Voluntary Producer under the agreement is deemed to be a Producer under the Regulation.
  10. By being deemed to be a Producer, a Voluntary Producer agrees to become a Member of ÉEQ and consequently to satisfy the conditions stipulated in the General Terms and Conditions, including:
    - (a) Complete and submit the online membership form via the ÉEQ Portal; and
    - (b) Check the box indicating acceptance of the Contract, the General Terms and Conditions and the Policies. For that purpose, the individual responsible for confirming such acceptance must make sure they have obtained the requisite corporate consents and that they have the authority to bind the Producer (corporation, enterprise or other entity).
- ÉEQ will send written confirmation of its acceptance of the Voluntary Producer as a Member, if applicable.
11. Every Voluntary Producer agrees to have its name and the list of its Names and Trademarks included in the public list of ÉEQ's Voluntary Producers.
  12. The Voluntary Producer agrees to promptly notify each of the First Suppliers named in the Voluntary Producer agreement that they are not required to file a Report in respect of the Names and Trademarks for which the Voluntary Producer is henceforth assuming the obligations, undertakings and responsibilities.
  13. The Voluntary Producer agrees to communicate an updated version of its form to ÉEQ to reflect any changes to the information it contains, as the case may be, within 30 days of the occurrence of such changes.
  14. The due date for delivering a Voluntary Producer application is not later than December 1<sup>st</sup> of the year preceding the Reporting Year.
  15. The agreement between ÉEQ and a Voluntary Producer:
    - (a) Is effective as of the 1st day of January in the Reporting Year following the year in which the application was made and continues in the subsequent years for an indefinite term, until it is terminated;
    - (b) May be terminated by written notice from the Voluntary Producer sent to [service@eeq.ca](mailto:service@eeq.ca) at least 30 days before the start of the next Reporting Year. The termination shall not become

effective until every PFP related to every Report for which it was a Voluntary Producer has been fully paid.

16. In the event of termination of the agreement between ÉEQ and a Voluntary Producer:
  - (a) ÉEQ will remove the Voluntary Producer's name from its public list of Voluntary Producers;
  - (b) The Voluntary Producer shall notify all its First Suppliers listed in the agreement that they shall once again be required to assume their obligations, undertakings and responsibilities as of the new Reporting Year;
  - (c) The Voluntary Producer must notify ÉEQ once its First Suppliers have been notified.