



Interchange
Recycling™*

Membership Agreement

June 10, 2024

1. Definitions

1.1 In this Membership Agreement, unless the context otherwise requires:

- (a) **Brand-Owner** means
 - (i) a person who is the owner or licensee of a trade mark under which Materials are sold, otherwise distributed or use in a commercial enterprise, whether the trademark is registered or not, or
 - (ii) a person who sells, distributes or uses Materials in a commercial enterprise.
- (b) **Interchange** means the British Columbia Used Oil Management Association (BCUOMA) doing business under the trade name Interchange Recycling.
- (c) **Materials** means products and materials that are subject to recycling and waste minimization plans, programs, services or other similar initiatives.
- (d) **Member** means a Brand-owner who is a member of Interchange.
- (e) **Membership Agreement** or **Agreement** means this agreement between a Member and Interchange, as may be amended from time to time by Interchange.
- (f) **Plan** means one or more Interchange-managed recycling and waste minimization plans, programs, services or other similar initiatives.
- (g) **Participation Agreement** means an agreement between the Member and Interchange, as may be amended from time to time, setting out the terms and conditions of the Member's participation in a Plan.

1.2 Words importing the singular gender include the plural and vice versa; words importing gender include the masculine, feminine and neuter gender; words importing persons include individuals, bodies corporate, partnerships, and unincorporated organizations.

2. Terms of Membership

2.1 The Member acknowledges to Interchange that it is a Brand-Owner and it wishes to take advantage of membership in Interchange and participation in one or more Plans.

2.2 The Member in consideration of being permitted to become a Member of Interchange, hereby agrees with Interchange as follows:

- (a) To pay an initial membership fee of \$200 payable at the time of signing of the Membership Agreement; and
- (b) To pay the annual membership fee as from time to time set by Interchange.
- (c) To participate in one or more Plans and to execute and comply with the Participation Agreements applicable to such Plans. Each applicable Participation Agreement shall be attached to this Membership Agreement as a schedule.

2.3 The Member agrees that upon the signing of this Membership Agreement, the payment of the initial membership fee and the execution of one or more Participation Agreements that it will maintain membership in Interchange, subject to the by-laws, for a period not less than 3 years from the date hereof. Subsequent to the initial 3-year term, this Agreement, any applicable Participation Agreements, the Member's membership in Interchange and the obligations flowing from membership, shall be considered renewed annually on the anniversary date of signing this

Agreement, unless the Member gives written notice to Interchange by registered mail of its intention to withdraw from Interchange.

- 2.4 Where the Member has given written notice of its intention to withdraw, the Member shall be considered to have withdrawn from Interchange 180 days from the date of receipt of notice. Subject to the initial three-year membership obligation, a Member may give notice of its intention to withdraw from Interchange at any time.

3. Funds

- 3.1 The Member acknowledges and agrees to the creation of one or more Interchange-managed funds, which shall be used to provide or pay for any or all of the following:

- (a) establishing and administering one or more Plans;
- (b) education programs for the purpose of promoting the Plans;
- (c) expenditures incurred in promoting the collection, transportation, storage, processing and disposal of Materials; and
- (d) salaries, fees, costs, expenses and liabilities incurred in the administration of the funds.

- 3.2 The following shall be deposited into the fund:

- (a) Environmental handling charges and other fees collected by Interchange,
- (b) Gifts, donations, and bequests to the fund,
- (c) Investment income earned on deposits to the fund,
- (d) Membership fees, and
- (e) Other revenue Interchange might generate through its operations.

- 3.3 Interchange manages the fund in such a manner that a separate accounting is maintained for revenue and expenses for each Material or Material category, as determined by the Board of Directors of Interchange. It is the goal to use the membership fees, environmental handling charges and associated revenue generated on a particular Material category to fund the recovery, collection, recycling and administration of that Material category.

4. Interchange by-laws and rules govern

- 4.1 The Member agrees that this Agreement and the by-laws of Interchange shall govern its membership in Interchange.

- 4.2 Interchange has the authority to make policies, procedures and rules in relation to the Plans and Materials. The Member agrees to be bound by any applicable Participation Agreement, policies, procedures and rules applicable to it and made by Interchange.

- 4.3 This Agreement or any Participation Agreement may be amended from time to time by the Board of Directors of Interchange.

5. Obligations of Interchange

- 5.1 Interchange shall provide the Member with a Plan in respect of a Material, which is approved, and in accordance with the applicable law.

- 5.2 Interchange covenants with the Member to keep confidential any and all information transmitted by the Member for any purpose, including audit, except as required by law, and except for the purposes of section 5.4 of this Agreement.
- 5.3 Interchange shall retain chartered accountants to prepare and present annual financial statements as required under the *Societies Act*, SBC 2015, c 18;
- 5.4 Interchange shall assign a registration number and issue a certificate of registration to the Member and shall notify the Member in writing of the number and effective date of registration. Interchange will provide Members with a current website list of all Members in good standing of Interchange and generally cooperate with Members so as to facilitate easy identification of Members of Interchange.

6. Limited Liability

- 6.1 No Member shall be liable for a debt or obligation of Interchange merely by reason of being a Member in Interchange.
- 6.2 In consideration of the mutual promises set out above the Member and Interchange have caused this Membership Agreement to be executed under the hands of their respective officers.

7. Governing Law and Choice of Forum

- 7.1 This Membership Agreement, including all schedules, exhibits, attachments, and appendices attached hereto or thereto, all applicable Participation Agreement(s) and all matters arising out of or relating to any of the foregoing are governed by, and construed in accordance with, the laws of the Province of British Columbia, and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to this Membership Agreement, including all schedules, exhibits, attachments and appendices hereto and thereto and all transactions and matters contemplated thereby, will be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

**British Columbia Used Oil Management Association
d/b/a Interchange Recycling:**

By _____
 Title _____
 Date _____

Member: _____
 By _____
 Title _____
 Date _____

Appendix 1

Environmental Handling Charge (EHC) Applicable Products & OEM Categories

The current list of EHC Applicable Products and the OEM Categories can be found on the national website using the following link:

<https://usedoilrecycling.com/uoma-members/>

Appendix 2
Environmental Handling Charge Payment Schedule Remittance Form

EHC Remittances are to be made using the online system accessible at the following web address:
<https://interchangerecycling.com/participants/members/ehc-remittance/>

Appendix 3

To provide additional guidance, “Producer” for the purpose of this Participation Agreement includes but is not limited to,

- (a) a manufacturer of Product who supplies the manufacturer’s own brand of Product to a jobber, retailer or end user;
- (b) a marketer who supplies Product to a jobber, retailer or end user, where the Product was manufactured for the marketer by another person and the marketer owns the brand;
- (c) a marketer who supplies Product to a jobber, retailer or end user, where Product was manufactured for the marketer by another person and the marketer is the licensee of the brand;
- (d) a wholesaler, including a retail distributor, who supplies Product to a jobber, retailer or end user;
- (e) a jobber who supplies Product that the jobber has imported into British Columbia to a retailer, or end user;
- (f) a retailer who supplies Product to the end user that the retailer has imported into British Columbia;
- (g) a wholesale equipment supplier who supplies equipment to its dealers, or the end user of the equipment, where, as part of the transaction Product is also supplied;
- (h) an end user who imports lubricating oil material into British Columbia for the end user’s own business use.

Example scenarios using Product category companies **A, B & C**

1. **A**, located outside BC, ships Product direct to **C** but invoices **B**, a co-op buying group. Both **B** and **C** are located in BC. **B** subsequently invoices **C** for the Product therefore **B** is the Producer.
2. **A** ships Product to a BC wholesaler **B**, pre-pays the freight but adds it to **B**’s invoice. **A** is the Producer.
3. **A** sells Product FOB its warehouse which is located outside BC. **B** buys the Product, ships it by common carrier to, and subsequently invoices **C**, a BC based jobber. **B** is the Producer because it invoices **C**.
4. **A** ships Product to **B**’s BC based stores and franchisees on consignment but invoices **B** whose office is outside BC. **A** is the Producer when **B** is not a Member of Interchange and **B** is the Producer when **B** is a Member of Interchange.
5. **A** packages private brand Product for, or provides branded Product to **B**, direct ships the Product to **C** located in BC but invoices **B** located outside BC. **B** is the Producer because it subsequently re-invoices **C**.
6. **A** delivers bulk Product to **B**’s BC based stores and franchisees, i.e. a fast lube, but invoices **B**’s head office located outside BC. **B** is the Producer because it subsequently re-invoices **C**, it’s BC based stores and franchisees.

B is the designated Producer in scenarios 1, 3, 5 & 6 and **A** is the designated Producer in scenarios 2 & 4. As Producers in British Columbia they must,

- Join Interchange, or
- Establish their own approved plan, or
- Stop selling Products.

In the scenarios where **A** is already a Member of Interchange it is **A's** responsibility under its Participation Agreement to either ensure **B** is a Member of Interchange, or remit the EHC for the Product which will be sold, supplied or used in BC.

If after reviewing the above examples there is still doubt as to who is the EHC responsible party, contact Interchange for clarification