Registered Solar Panels Processor Incentive Program Requirements October 1, 2026 – March 31, 2028

REGISTERED SOLAR PANELS PROCESSOR INCENTIVE PROGRAM REQUIREMENTS CERTIFICATE OF APPLICANT

The undersigned Applicant hereby certifies it agrees to be bound by the terms of the attached Alberta Recycling Management Authority Registered Solar Panels Processor Incentive Program (the "Program"). The undersigned Applicant agrees that this agreement expires on March 31, 2028, and the undersigned Applicant will only be entitled to continue to be eligible under the Program if the Applicant provides a current certificate to the Alberta Recycling Management Authority (the "Authority").

The undersigned Applicant agrees that where the Authority wishes to make amendments to these terms prior to the agreement expiry date, the Authority will provide thirty (30) days' notice of such amendments to the agreement and provide the Applicant with an amended agreement for the remainder of the term.

Dated at _____, Alberta, this _____ day of _____, 20____.

_____

[Name of Applicant]

_____

[Signature of Authorized Signing Officer of Applicant]

_____

[Name of Signing Officer – please print]

Registered Solar Panels Processor Incentive Program Requirements

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1. DEFINITIONS

1.1. **"Alberta"** means the province of Alberta including all of the City of Lloydminster;

1.2. **"Applicant"** means a company, individual or partnership who applies for registration under this Program as a Registered Processor;

1.3. **"Authority"** means Alberta Recycling Management Authority;

1.4. **"Bylaws"** means the Authority's bylaws made under section 12 of the Designated Material Regulation, as may be amended from time to time;

1.5. **"Closure Plan"** has the meaning set out in section 5.6;

1.6. **"Collection Site"** means a site operated or approved by a municipality for the collection of EOL Solar Panels;

1.7. **"Collector"** means a municipality registered with the Authority that has a Collection Site;

1.8. **"Delay"** has the meaning set out in section 9.4;

1.9. **"Designated Material Regulation"** means the *Designated Material Recycling and Management Regulation* (A.R. 93/2004), as may be amended from time to time;

1.10. **"Downstream Processor"** means a company/facility that receives EOL Solar Panels from a Registered Processor for additional processing but which is not eligible for Incentives under the Program;

1.11. **"Electronics Regulation"** means the *Electronics Designation Regulation* (A.R. 94/2004), as may be amended from time to time;

1.12. **"Eligible Processing Guidelines"** means those activities that are eligible for Processing Incentives as set out in Schedule "E";

1.13. **"End of Life Solar Panels"** or **"EOL Solar Panels"** means Solar Panels which attract a surcharge pursuant to the Electronics Regulation and the Bylaws and which are no longer used for their original purpose, and as further set out in Schedule "A", as may be amended from time to time;

1.14. **"Environmental Law(s)"** shall include, without limitation, all present and future federal, provincial, municipal or other local laws, regulations, standards, rules, guidelines, orders or requirements respecting the environment, environmental protection, pollution, enhancement and enforcement, natural resources, conservation, health, chemical use, land use and occupational safety and health;

1.15. **"Environmental Management System"** means a system used to identify and evaluate the impact of the organization's activities, products, and services on the natural environment and to put controls in place to minimize that impact. The system typically includes an environmental policy to provide guidance to the organization on controlling environmental matters as well as a procedures manual outlining how environmentally significant tasks are to be conducted and how to ensure compliance with applicable Environmental Laws;

1.16. **"Final Recycled State"** means the point in the downstream flow of material where the materials generated from the processing of EOL Solar Panels have been physically or chemically altered into a new product, material, commodity or state.

This includes:

a) metal, energy and other resources recovery (e.g. refining and smelting);
b) pelletization of plastics; and
c) landfill and incinerator disposal (not eligible for incentives);

but does not include:

d) bulking or blending of materials that are sent for processing further downstream; or
e) shredding or separating materials that are sent for processing further downstream;

1.17. **"Financial Report"** has the meaning set out in section a);

1.18. **"GIFI"** means the General Index of Financial Information as set out in section a);

1.19. **"ICI Source"** means a source of EOL Solar Panels that is from the industrial, commercial, or institutional sector;

1.20. **"Incentive"** means any funding payable under the Program, as the context may require, including Processing Incentives and Transportation Incentives;

1.21. **"Ineligible Material"** means solar panels or other materials or products which are not EOL Solar Panels;

1.22. **"Interim Approval"** has the meaning set out in section 5.12;

1.23. **"Manual Processing"** means the dismantling of EOL Solar Panels primarily by hand utilizing simple tools (e.g. screwdrivers, electric drills, etc.) into component parts and materials;

1.24. **"Mass Balance"** means a record of current inventory for comparison to claims for incoming and outgoing materials, as set out in Schedule "E". Mass Balance is calculated based on the Registered Processor's inventory count and verified during inspections;

1.25. **“Mechanical Processing”** means the dismantling of EOL Solar Panels using machinery such as shredders or other large equipment that breakdown, reduce and separate EOL Solar Panels into component parts and materials;

1.26. **“Non-Arm’s Length”** shall have the same meaning as is commonly applied to it under the Income Tax Act of Canada.

(Note: a non-arm’s length transaction involves two or more parties that have some element of ownership or control in common. When a Registered Processor submits for Program funding for material sold or supplied to a non-arm’s length party, the Program requirement for independent “third-party” confirmation of the validity and accuracy of the transaction is not available. See section 6.5 for more information.);

1.27. **“OECD”** means Organization of Economic Cooperation and Development;

1.28. **“Processing Incentive”** means an incentive payable to Registered Processor under the terms of this Program and as set out in Schedule “C”;

1.29. **“Processor”** means a recycler of EOL Solar Panels;

1.30. **“Processor Claim Due Date”** has the meaning set out in Schedule “G”;

1.31. **“Program”** means this Registered Solar Panels Processor Incentive Program Requirements, including the schedules attached hereto;

1.32. **“R2 Certification”** means the responsible recycling R2 certification standard as maintained by SERI signifying that a facility has been independently audited by a SERI-authorized certification body and has demonstrated conformance with the R2 standard’s requirements for the responsible management, reuse, and recycling of used electronics, including requirements governing environmental compliance, worker health and safety, data security, and downstream materials tracking;

1.33. **“Registered Processor”** means a Processor who has been registered by the Authority and who fully meets the terms and requirements of the Program;

1.34. “**SERI**” means the Sustainable Electronics Recycling International that created and manages the R2 Certification;

1.35. **“Solar Panel”** means a photovoltaic (PV) module which is a standalone device designed to convert solar radiation into electrical energy. It includes any integrated equipment or components physically attached to the panel but excludes modules that are integrated into other devices such as consumer or industrial electronic products (e.g., calculators, lights, textile) where the primary purpose of the device is not for the generation of electrical power;

1.36. **"Supplier"** means a supplier as defined in the Electronics Renewables Recycling Bylaw, as may be amended from time to time;

1.37. **"Transportation Incentive"** means an incentive payable to Registered Processors under the terms of this Program and as set out in Schedule "B"; and

1.38. **"Transporter"** means a carrier of EOL Solar Panels working under an arrangement with a Registered Processor.

2. PROGRAM PURPOSE

2.1. The purpose of the Program is to encourage waste minimization and recycling of EOL Solar Panels in Alberta as specified under the Designated Material Regulation and the Electronics Regulation.

2.2. The Program will not pay Incentives for any use or disposal of Ineligible Material or EOL Solar Panels provided to facilities without a documented commitment to environmentally sound management and fair labour practices, or such other uses or materials that from time to time may be prohibited by the Authority, or any applicable legislation, bylaw, regulation or enactment.

2.3. The Authority is not a regulatory authority and will not become involved in, own or control collection, processing or recycling facilities, or companies or businesses which are Transporters, Collectors, Suppliers or Processors. The Authority will encourage waste minimization and recycling activity within Alberta through the administration of incentive-based programs as specified in the Designated Material Regulation.

3. END-OF-LIFE SOLAR FROM ALBERTA

3.1. Incentives paid under this Program are sourced from Surcharges (as defined in the Designated Material Regulation) collected on the sale in Alberta of applicable new Solar Panels to fund the end-of-life management of these products when discarded in Alberta. Accordingly, only EOL Solar Panels originating in Alberta will be considered eligible as EOL Solar Panels for the purposes of the Program and Incentive payments made under the Program.

3.2. Registered Processors are responsible for verifying that EOL Solar Panels, including any EOL Solar Panels collected by third party companies, have originated in Alberta as required. Incentives or approvals may be withheld without adequate verification as may be required by the Authority.

4. SCHEDULES

4.1. The schedules attached form part of this Program, and all terms contained herein shall apply to each of the specific Incentives described in the schedules.

5. REGISTRATION

5.1. Applicants must be registered by the Authority under the Program in order to be eligible to receive Incentives under the Program.

5.2. An application for registration must be in the form provided by the Authority and must contain the information required by the Authority, including, without limitation:

a) evidence the Applicant will carry out its operations in Alberta;
b) evidence of registration as an Alberta corporation or extra-provincial registration in Alberta;
c) evidence of a valid and subsisting account with the Alberta Workers' Compensation Board;
d) evidence of a Certificate of Recognition issued by the Government of Alberta under the *Occupational Health and Safety Act* (Alberta) and the regulations under that Act, or an equivalent document as approved by the Authority;
e) if applying for Recycling Incentives, evidence that the Applicant holds a current R2 Certification in good standing, issued by a SERI-authorized Certification Body and published on the SERI directory, with a certification scope that includes the applicable R2 Process Requirements for the Applicant's operations (including Appendix G – PV Modules);
f) a written policy stating how the Applicant manages EOL Solar Panels based on a hierarchy of responsible management strategies, including off-site and on-site activities as well as the process and criteria for selecting Downstream Processors;
g) other licenses, approvals, certificates or clearances as may be requested, including permits to transport, handle or process hazardous or dangerous waste or recyclables; and
h) evidence of adequate insurance coverage as per section 13.

5.3. A business plan is required to be submitted with the application for new Processor registrations.

5.4. An application must include a completed Downstream Processor application, in the format required by the Authority, for each Downstream Processor that will be receiving processed EOL Solar Panels.

5.5. In submitting an application for registration, the Applicant grants permission for the Authority to conduct any credit checks or other searches the Authority may require.

5.6. Incomplete applications for registration shall not be approved by the Authority.

5.7. Each Applicant whose application for registration has been accepted by the Authority shall be advised of the registration number assigned by the Authority.

5.8. As a condition of approval for registration, Applicants shall implement and maintain a documented closure plan that identifies, at a minimum, the financial requirements upon closure of the Applicant's site(s) or business and the financial mechanism the Applicant will maintain for ensuring the availability of such funds, such as a security or performance bond or other similar financial instrument (the "Closure Plan"). The Closure Plan shall:

a) include the use of appropriate commercial businesses to manage any EOL Solar Panels or components thereof under the Applicant's control;
b) consider the risks identified and applicable law;
c) include reasonably foreseeable costs in the financial instrument for processing remaining inventory of EOL Solar Panels, sampling for environmental contamination, and possible site remediation to restore the premises to sellable condition;
d) Establish a financial instrument to provide the necessary funds for closure, including in the event of abandonment, consistent with applicable law and the Closure Plan; and
e) Include any process or other closure requirements specified elsewhere in this Program.

5.9. Financial instruments to assure closure in the event of abandonment are not required if

a) the total cost to properly close the Applicant's facility in the event of abandonment is less than $10,000 Canadian Dollars;
b) the size of all buildings owned, leased, or used by the Applicant is less than 1,000 square meters; and
c) the Applicant's facility prohibits and never accepts any equipment or materials including EOL Solar Panels, containing mercury, CRT glass, lithium primary batteries, or polychlorinated bi-phenyls.

5.10. As a condition of approval for registration, upon the request of the Authority or its agent, Applicants shall provide a copy of the Closure Plan annually to the Authority.

5.11. As a condition of approval for registration of an Applicant who is applying to be a Registered Processor, such Applicant must post security in an amount that in the estimation of the Authority shall be no less than the amount required to meet the requirements of Schedule "F".

5.12. The Authority may, in its sole discretion, provisionally approve an application for registration (an "Interim Approval") for a minimum of six months until such time as the Applicant can demonstrate to the satisfaction of the Authority, in the Authority's sole discretion, the Applicant's ability to meet the terms and conditions of the Program. Applicants who have obtained Interim Approval must comply with all terms and conditions of the Program, including the requirements for Applicants approved for registration under this section 5. Notwithstanding anything herein to the contrary, final approval of an Applicant for registration is in the sole discretion of the Authority.

5.13. Registration may be suspended or revoked at any time by the Authority for any of the following:

a) failure of a Registered Processor to meet or abide by, or otherwise fail to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, rules, or procedures of the Authority or any contract or agreement between the Registered Processor and the Authority;
b) failure of a Registered Processor to comply with any law, legislation, regulation, judicial order, permit, license or agreement;
c) failure of a Registered Processor to comply with the Registered Processor Compliance Requirements as set out in Schedule "D" attached to this Program, or as otherwise prescribed by the Authority from time to time;
d) for Registered Processors receiving Recycling Incentives:
    i. failure of a Registered Processor to maintain R2 Certification in good standing, including without limitation, failure to maintain a certification scope that includes the applicable R2 Process Requirements for the Applicant's operations (including Appendix G – PV Modules);
    ii. the Registered Processor receives a major or minor nonconformity on their R2 Certification;
    iii. the Registered Processor fails to provide evidence of correction of any minor or major nonconformities with the R2 Certification;
e) false or misleading information being provided by the Registered Processor to the Authority, its agents or employees;
f) the Registered Processor ceases to carry on business as such, or ceases to be registered in Alberta;
g) bankruptcy or insolvency of the Registered Processor; or
h) the Registered Processor ceases to carry on its operations in Alberta.

5.14. The Authority may terminate an Interim Approval without cause upon written notice to the Applicant. Upon termination of an Interim Approval, the Applicant:
a) is entitled to be compensated in accordance with the terms of the Program such that any amounts due under this Program up to the effective date of the termination will remain payable to the Applicant; and
b) must provide the Authority with a detailed accounting of the work completed under the Program up to the termination date.

5.15. In the event that the Applicant suffers any damages of any kind whatsoever resulting from the termination of an Interim Approval, the only claim of any kind that the Applicant may make against the Authority is for liquidated damages in the sum of one ($1.00) dollar.

5.16. Registration by the Authority is in no way an approval of the Applicant by the Authority other than for the purpose of becoming eligible to apply for Incentives under this Program.

5.17. Registration under the Program as a Registered Processor cannot be transferred upon the sale, assignment or transfer of the business of the Registered Processor. Any change to the ownership

structure or control of the Registered Processor may result in a suspension or cancellation of registration unless prior written notice has been received by the Authority and a new application for registration has been submitted and accepted by the Authority.

5.18. Where an application for registration is made by a corporation, company, partnership, joint venture, organization or person that is affiliated with or related to any previously approved, Registered Processor the Authority may, in its discretion, refuse the registration where in the opinion of the Authority a purpose of the registration is to obtain funding that would not otherwise be available to the related approved Registered Processor.

5.19. Approval of an Applicant for registration is in the sole discretion of the Authority.

6. INCENTIVES

6.1. Incentives shall be paid by the Authority to Registered Processors in accordance with the Program.

6.2. Incentives are payable only in respect of EOL Solar Panels as set out in Schedule "A", attached hereto. Incentives shall not be payable by the Authority in respect of Ineligible Material.

6.3. Incentives shall only be paid to Registered Processors upon receipt by the Authority of completed Incentive claims as required by the Authority and upon acceptance by the Authority of the claim. Where Incentive claims are calculated utilizing weight-based measurements, the units are to be submitted in metric units. Where scale tickets or other documents used to substantiate a claim utilize imperial pounds (lbs.) as the unit of measure, these units are to be converted into kilograms (kg) using the conversion factor of 0.4536 kg/lbs. (2.2046 lbs./kg) and kilograms (kg) converted into tonnes by dividing by 1000. All Incentive claims are to be entered in metric tonnes to the thousandth decimal place (e.g., 0.123). Further directions on how to complete Incentive claims are available upon request.

6.4. Incentives may only be claimed by Registered Processors that are in compliance with the objects of the Authority, its Bylaws, guidelines, policies, procedures and protocols and the provisions of all laws, regulations, codes, and other requirements, including, without limitation, all applicable Environmental Laws, health, safety and fire codes, regulations, legislation, and requirements.

6.5. Notwithstanding any other provision of this Program, if a Registered Processor applies for an Incentive for an activity which involves the transportation or supply of EOL Solar Panels to a Non-Arm's Length party the Authority may, in its discretion, impose additional terms and conditions on the approval of the Incentive including, but not limited to, terms and conditions related to reporting requirements, level of funding, term of approval, and the maximum amount of EOL Solar for which the Incentive can be claimed. Prior to the approval of the Incentive the Registered Processor must acknowledge and agree to be bound by any additional terms and

conditions required by the Authority and, if requested by the Authority, enter into an agreement with the Authority setting out the additional terms and conditions of the Incentive approval.

6.6. Incentives shall not be claimed, and shall not be paid by the Authority, in respect of any material directed to landfill for disposal without prior approval.

6.7. Incentives shall not be claimed and shall not be paid by the Authority in respect of any material that is shipped to a Downstream Processor that has not been approved by the Authority to receive specified materials from Registered Processors under the Program.

6.8. To ensure the objectives of the Program are met, Incentives are only paid when all requirements of the Program have been satisfied.

6.9. Incentives payable under this Program shall be Transportation Incentives and Processing Incentives.

6.10. Incentives are made under this Program to Registered Processors who engage in activities that fully meet the terms and requirements of the Program. Incentives are provided to reduce the expenses of Registered Processors in carrying out recycling activities pursuant to the terms of the Program.

6.11. Any funds payable under the Program shall be used exclusively by Registered Processors for the purpose it was paid under the Program in accordance with the Program requirements.

6.12. Use of funds for any purpose other than that described in the Program creates a right in the Authority to immediately terminate Incentive payments or registration under this Program, and a right to immediate return from a Registered Processor of any amounts so paid and may void the possibility of any future or further payments to Registered Processors in the sole discretion of the Authority.

6.13. All funds advanced in respect of work not yet complete or prior to meeting all the terms of the Program, are deemed to be held in trust by Registered Processors until the Authority has acknowledged in writing to the Registered Processor that the work has been completed in accordance with the terms of the Program.

6.14. Notwithstanding section 6.13, no funds will be advanced in respect of work not yet complete or prior to meeting all the terms of the Program for Registered Processors conducting such work outside of Alberta.

6.15. The Authority's role under the Program is strictly limited to providing the Incentives and not for any work undertaken by any Registered Processor.

7. TRANSPORTATION AND PROCESSING INCENTIVES

7.1. Transportation Incentives are payable to Registered Processors at the rates and on the terms set out in Schedule “B” attached hereto.

a) Detailed transaction records for each collection and transport of EOL Solar Panels included in the monthly Incentive claim must be submitted by the Processor to the Authority in the manner and using the forms approved by the Authority. It is the responsibility of the Processor to prepare and submit the data in a format and manner compatible with the requirements of the Authority.

7.2. Processing Incentives are payable to Registered Processors at the rates and on the terms set out in Schedules “C” attached hereto.

a) Detailed transaction records for each shipment of outgoing materials included in the monthly Incentive claim must be submitted by the Processor to the Authority in the manner and using the forms approved by the Authority. It is the responsibility of the Processor to prepare and submit the data in a format and manner compatible with the requirements of the Authority .

7.3. Transportation Incentives or Processing Incentives may not be paid to Registered Processors where the collection of EOL Solar Panels from Collection Site(s) or ICI Source(s) do not satisfactorily meet the Program goals for collection and processing of EOL Solar Panels, or where the arrangements are not satisfactorily carried out by the Registered Processor.

7.4. Processing Incentives shall only be paid to Registered Processors in respect of EOL Solar Panels that are sufficiently dismantled either through Manual Processing or Mechanical Processing into component parts or materials and which, in the discretion of the Authority, are processed in a manner that is consistent with the Eligible Processing Guidelines set out in Schedule “E”, attached hereto, prior to shipping to Downstream Processor facilities.

7.5. Registered Processors must receive prior approval from the Authority for any proposed changes to the processing and/or reporting methods of the Registered Processor which were previously approved by the Authority (as set out in the information provided by the Registered Processor as part of their application package or in any subsequent changes that were previously approved by the Authority). The Registered Processor must advise the Authority of any proposed changes in writing. Where the processing and/or reporting methods of the Registered Processor are incompatible with the requirements of the Authority, the Registered Processor must adjust to comply with the requirements of the Authority.

8. APPROVAL REVIEW AND PAYMENT

8.1. Registered Processors must apply for payment of Incentives from the Authority in accordance with the terms of the Program. There is no obligation on the Authority to pay Incentives until

such time as a complete and error free application for Incentives has been approved by the Authority, including all additional required reporting as identified in section 16.3.

8.2. Registered Processors must apply for payment of Incentives from the Authority and provide supporting documents using a methodology acceptable to the Authority. The methodology is subject to change by the Authority. There is no obligation on the Authority to pay Incentives on claims where the claim or supporting documentation have been submitted using a methodology other than that indicated as acceptable to the Authority for the month's claim. Where changes are made by the Authority to the methodology for submitting a claim and back-up documentation, Registered Processors will be responsible to ensure claims are submitted using the new methodology and, if needed, adjust their systems or operations to meet the requirements of the claim process.

8.3. Applications for Incentives for all of the eligible activities undertaken must be prepared and submitted for each calendar month.

8.4. Registered Processors are encouraged to submit their applications for Incentives as soon as possible after the end of each month and ideally no later than the Processor Claim Due Date specified for each month's claim in the Accounts Payable Schedule attached as Schedule "G" herein.

8.5. Registered Processors unable to submit their completed application for Incentives by the Processor Claim Due Date must notify the authority in writing no later than the Processor Claim Due Date that their application for Incentives will be late. This notification must include an estimate of the claim amount and a reason for the late submission.

8.6. Where a Registered Processor is unable to submit their application for Incentives by the Processor Claim Due Date indicated in Schedule "G", the absolute deadline for applications for Incentives is thirty (30) days past the end of the month of the claim activity. After this deadline, the Program is not obligated to approve nor pay the Incentive claim.

8.7. The only exception to the guidelines in 8.3, 8.4 and 8.5 will be for transportation incentives for activity completed within the last three (3) business days of a month, where in the normal course of business activity the required documentation to support the claim was not in order by the time the Incentive claim for that month was submitted by the Registered Processor. For transportation claims only, the activity of the last three business days of the month may be included with the application for Incentives for the immediately following month and will become subject to the deadlines for that following month's claim.

8.8. Registered Processors acknowledge that no payment of Incentives will be made until such time as a complete and accurate claim for payment has been accepted by the Authority. All original

records, receipts and/or invoices as required by the Authority must be retained by the Registered Processor for a minimum of five (5) years and must be provided to the Authority upon request in the manner requested. The Authority may require, and the Registered Processor shall provide, verification of any information contained in the application for Incentives prior to the Authority approving payment.

8.9. Registered Processors must provide all back up documentation with their application for Incentives and respond to requests for additional information on transactions within a claim under review within five (5) business days. Where a Registered Processor is unable to submit documents or information within this timeframe, or where the document or information provided by the Registered Processor is insufficient to support evaluation of the claim, payment of incentive amounts may be delayed as a result.

8.10. The Authority's approval or acceptance of the application for Incentives shall address:

a) the total maximum Incentives payable;
b) the timing, or a schedule of Incentive payments;
c) the terms and conditions of Incentive payments;
d) additional terms and conditions on the use or payment of the Incentives;
e) any other specific conditions or accountability requirement that are necessary to carry out the activities of the Registered Processor, including audit procedures and reporting requirements; and
f) any other terms and conditions reasonably required by Authority, given the purpose and intent of the Program.

8.11. Any payment made by the Authority where there is a false certificate by a Registered Processor, or false or misleading information provided by the Registered Processor, shall be considered to have been paid in error, and any such payment is held in trust by the Registered Processor for the sole and exclusive benefit of the Authority. Such payments or funds shall be returned forthwith to the Authority upon either the Authority or the Registered Processor's discovery of the error.

8.12. Incentives are only payable for transportation and processing of EOL Solar Panels:

a) where EOL Solar Panels are generated in Alberta (EOL Solar Panels brought into Alberta are ineligible);
b) where EOL Solar Panels are exported from Canada for recycling, they are exported only to facilities that have a documented commitment to environmentally sound management and fair labour practices and that have been approved by the Authority;
c) where a Transporter is licensed as required by law, is insured, and if applicable, is permitted to transport hazardous waste, as may be required by law;
d) that have been processed or recycled to a Final Recycled State; or

e) where EOL Solar Panels are provided to a Registered Processor in Alberta that is registered to carry on business in Alberta.

9. RESTRICTION ON PROGRAM PAYMENTS

9.1. All Incentive payments made under the Program are made in the sole discretion of the Authority and in accordance with this Program. The Authority may suspend, withhold, delay or reduce any particular Incentive payment to a Registered Processor in any of the following circumstances:

a) the Registered Processor has not been able to demonstrate that the EOL Solar Panels have been satisfactorily recycled or processed to a Final Recycled State;
b) the Registered Processor has not been able to demonstrate that the EOL Solar Panels have been satisfactorily delivered for recycling or processing to a Downstream Processor;
c) the Registered Processor's processes, premises, equipment, or procedures are unsafe or are potentially unsafe in the discretion of the Authority;
d) the Registered Processor is in breach of, or otherwise fails to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, rules or procedures of the Authority, or any contract or agreement between the Registered Processor and the Authority;
e) there is an unsatisfactory environmental audit, health and safety audit, or deficiencies arising from a Program compliance review or site inspection;
f) the Registered Processor is in breach of, or is not able to verify conformance to, applicable laws, orders, directives, codes or regulations and the Registered Processor Compliance Requirements as set out in Schedule "D";
g) for Recycling Incentives:
   i. the Registered Processor fails to maintain R2 Certification in good standing issued by a SERI-authorized Certification Body and published on the SERI directory, with a certification scope that includes the applicable R2 Process Requirements for the Applicant's operations (including Appendix G – PV Modules);
   ii. the Registered Processor receives a major or minor nonconformity on their R2 Certification; or
   iii. the Registered Processor fails to provide evidence of correction of any minor or major nonconformities with the R2 Certification.

9.2. The Authority's approval of a request for Incentives shall be limited to availability of funds for the Program generally.

9.3. No Incentive payment shall be approved by the Authority that is in excess of the maximum Incentives set out in the schedules hereto for the particular category of EOL Solar Panels for the transportation or processing activities described in the schedules.

9.4. The Authority may from time to time set a maximum amount payable under this Program and is not required to approve a proposal or project or make any payment that exceeds the maximum set by the Authority. The Authority may, in its sole discretion delay, suspend, withhold or cease (collectively referred to as "Delay") any or all Incentive payments as a result of funding restrictions or for any other reason whatsoever. Should a Delay occur, the Authority will use reasonable efforts to provide reasonable notice to the Registered Processor of the Delay in the making of Incentive payments.

9.5. Registered Processors will notify the Authority in writing immediately upon becoming aware of a month over month change in excess of twenty-five percent (25%) of the Registered Processor's average monthly Incentive claim.

9.6. The Registered Processor hereby acknowledges and agrees that any payment requests, funds, Incentives, payments, or advances paid under this Program are paid subject to verification of any information requested by the Authority, and subject to all required information being correct and sufficient for the purposes of the Authority.

9.7. Where an application for Incentives is made by a corporation, company, partnership, joint venture, organization, or person affiliated with or related to any previously approved, Registered Processor, the Authority may, in its discretion, refuse approval of such application where, in the opinion of the Authority, a purpose of the application is to obtain Incentives or Program support that would not otherwise be available to the related approved Registered Processor.

9.8. The Authority is not obliged to pay Incentives where the Registered Processor has exceeded the amount or volume of EOL Solar Panels allowed on or around the Registered Processor's premises as set forth by the Authority.

10. COMPLIANCE

10.1. By applying for Incentives under the Program, Registered Processors agree to be bound by all applicable Authority Bylaws, programs, policies, procedures and standards as amended from time to time, including without limitation any third party standards adopted by the Authority for the purposes of this Program.

10.2. Registered Processors acknowledge the Authority's authority to create Bylaws, policies, procedures and standards that may affect Registered Processors and the Program. Registered Processors agree to be bound by all applicable Bylaws, programs, policies, procedures and standards hereafter adopted by the Authority as amended from time to time, including without limitation any third party standards adopted by the Authority for the purposes of this Program.

10.3. Unless specifically waived by the Authority, Registered Processors shall comply with the *Workers' Compensation Act* of Alberta, and shall provide annually to the Authority a certification from the corresponding Workers' Compensation Board in that jurisdiction certifying that:

a) the Registered Processor is registered and in good standing with the applicable Workers' Compensation Board; or
b) the Registered Processor is not required by the applicable Workers' Compensation Act or legislation and the regulations under such legislation to have coverage thereunder for the work; and
c) the Authority will not have current or future liability to the applicable Workers' Compensation Board for that work of the Registered Processor as a consequence of these terms and conditions.

10.4. Each Registered Processor agrees and acknowledges for itself that:

a) it is an “employer” as defined in the *Occupational Health and Safety Act* of Alberta;
b) it has overall responsibility for the health and safety of all of its workers;
c) that it will, as a condition of these terms and conditions, comply with the Occupational Health and Safety Act of Alberta, and regulations enacted thereunder; and
d) the Authority is not an “employer” or “owner” as defined in the *Occupational Health and Safety Act* of Alberta, in respect of any activity that may be undertaken in direct or indirect connection with this Program, and the Authority is not responsible for health and safety on a Registered Processor’s site.

10.5. Each Registered Processor acknowledges they are familiar with their obligations under relevant privacy legislation, including the *Protection of Personal Information Act* (PIPA) of Alberta, and the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA), and will remain in compliance with such legislation. In addition to any legislated disclosure requirement, Registered Processors shall advise the Authority of all discoveries, unauthorized disclosure or use of personal information arising in the context of any collection or processing of EOL Solar Panels.

10.6. Each Registered Processor agrees to remain in compliance with all relevant laws, regulations, municipal bylaws, codes and other requirements, including, without limitation, all applicable Environmental Laws, health, safety and fire codes, privacy, regulations, legislation and requirements, the *Environmental Protection and Enhancement Act* (Alberta), *Waste Control Regulat*ion (Alberta), the *Activities Designation Regulation* (Alberta), the *Transportation of Dangerous Goods Regulations* (Canada), and the *Interprovincial Movement of Hazardous Wastes Regulation* (Canada). Registered Processors understand that the Authority may suspend or cancel funding under this Program if the Registered Processor is not fully compliant.

10.7. A Registered Processor shall promptly advise the Authority in writing and, in any event, within a recommended eight (8) hours and no later than twenty-four (24) hours of:
a) any breach of any part of the Program;
b) any reasonable belief on the part of the Registered Processor that it is not in compliance with any aspect of the Program or any Environmental Laws;
c) any change to the processing methods used to process EOL Solar Panels; or
d) any municipal, provincial or federal government department, agency or authority commencing an investigation, or issuing an order, notice, amendment, charge, violation, ticket or other document with respect to non-compliance with any applicable Environmental Law or requirement.

11. NO LIABILITY

11.1. The Authority shall not be liable for any loss, damage, claim, liability, charge, cost or expense whatsoever that may arise, directly or indirectly, as a result of:
a) any payment or non-payment by the Authority;
b) registration or non-registration of an Applicant;

c) non-acceptance of a claim for an Incentive by the Authority; and/or
d) any causes attributable to Registered Processors, Collectors, Suppliers, Transporters, or Downstream Processors in relation to any EOL Solar Panels including, without limitation, the collection, storage, transportation, processing, sale, or supply, or use thereof.

11.2. The Authority does not direct, prohibit, discourage, or encourage any particular method or manner of generation, storage, transportation, processing or use of EOL Solar Panels by Registered Processors or Transporters. The Authority's role under this Program is restricted to determining whether Incentives are payable under this Program. The Authority does not own or control any Registered Processor, Collector, Supplier, or Transporter.

11.3. While the Authority does not generally prohibit the export of EOL Solar Panels from Alberta, the Authority neither encourages nor discourages such export. Where such export is contemplated, any references to laws, legislation, or regulations in this Program shall be construed to refer to the laws, legislation or regulation of any applicable jurisdiction.

11.4. The Authority shall not be liable for any Registered Processor's collection, use or disclosure of personal or sensitive information or data of any party whatsoever, or the contravention of any privacy legislation.

11.5. All matters of administration of, and accountability for any work conducted pursuant to this Program shall be the sole responsibility of the Registered Processor.

12. INDEMNITY

12.1. In consideration of receiving Incentives under this Program, each Registered Processor is and shall be liable for, and does hereby release, indemnify and hold harmless the Authority, the Authority's employees, officers, directors, members, agents, contractors and subcontractors of, from and against any and all liabilities, losses, costs, damages, solicitor's fees and disbursements (on a solicitor-and-his-own-client basis with right of full indemnity), claims, demands, actions, obligations, proceedings, and expenses or costs whatsoever that may arise, directly or indirectly:

a) that are attributable to the negligence, misconduct or any act or omission of the Registered Processor, its employees, agents, contractors or sub-contractors, in connection with the execution or delivery of the work under the Program or any matter relating to EOL Solar Panels or end products;
b) in respect of the use or misuse of any EOL Solar Panels or end products, whether or not such EOL Solar Panels or end products are eligible for Incentives under this Program;
c) attributable to the failure of the Registered Processor or the Registered Processor's employees, agents, contractors, or sub-contractors, to comply with any laws, rules, regulations, ordinances, standards, bylaws, orders, certificates, permits, approvals, guidelines, policies, consents or directions in any way connected with EOL Solar Panels, end products, or the Program;

d) attributable to any injury, harm, damage, impairment or death arising out of the use or misuse of EOL Solar Panels or end products, to any person whatsoever, including without limitation, any of the Registered Processor's employees, agents, contractors, sub-contractors, or any licensees or invitees, or any person for whom they are responsible at law;
e) attributable to any environmental damages, contamination, order, direction, claim, reclamation, or cleanup effort in relation to the Registered Processor's land, premises, business or activities, including without limitation any reclamation or cleanup obligations under the *Conservation and Reclamation Regulation*, the Conservation and Reclamation Directive for Renewable Energy Operations, or the Code of Practice for Solar and Wind Renewable Energy Operations, all as amended or replaced from time to time;
f) arising out of the death or bodily injury of any agent, employee, customer, business invitee or business visitor of the Registered Processor;
g) arising out of the damage, loss or destruction of any real or personal property owned or leased by the Registered Processor;
h) arising out of the violation by the Registered Processor of any laws, legislation or regulations;
i) arising out of any error, act or omission, or conduct or misconduct (whether negligent or otherwise) which is in breach of this Program by the Registered Processor;
j) arising out of any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any Registered Processor pursuant to or under Environmental Laws; arising out of any release or alleged or potential release of any hazardous substance, or contaminant into the environment;
k) arising out of any infringement of any patent, trademark, trade secret or copyright registered or recognized in North America; and/or
l) arising out of any error, act or omission, or conduct or misconduct (whether negligent or otherwise) by the Registered Processor that results directly or indirectly in a data breach or other cybersecurity incident.

12.2. The release and indemnification set out in this section 12 shall survive termination or expiry of these terms and conditions or registration under the Program

12.3. The Authority shall not be liable or responsible for, and the Registered Processor shall release the Authority from any liability in respect of, any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by a Registered Processor, its employees, agents, contractors or sub-contractors, any licensees or invitees, or any person for whom the Registered Processor is responsible for at law:
a) in the performance of any work performed under the Program or these terms and conditions;

b) by the use or misuse of any EOL Solar Panels or end products, whether or not such end products are eligible for Incentives under this Program; and/or

c) in respect of any matter or circumstance for which the Authority is indemnified, under this section 12.

13. INSURANCE

13.1. A Registered Processor shall demonstrate that it has evaluated the risks related to the scope of its operations, including any changes in operations and volume of material processed, and that it has used the evaluation to obtain insurance that it can demonstrate is appropriate to cover liabilities arising from all activities and locations in which it operates, and that it maintains such insurance coverage on an ongoing basis.

13.2. The Authority may require any Transporter or Registered Processor to provide proof of adequate liability, "all risk", and appropriate environmental insurance, which insurance shall be maintained by the Transporter or Registered Processor at its own cost and expense.

13.3. For the purposes of this Program and section 13.1, above, Registered Processors shall maintain, at their own expense, comprehensive general liability insurance covering the Registered Processor, its officers, servants, agents, subcontractors and employees for any claim for damage or injury to persons or for loss of life including products liability, liability assumed under this Program, any agreement or document contemplated hereby, or liability arising in the course of the Registered Processor's business, with limits of not less than Five Million ($5,000,000.00) Dollars inclusive of any one loss. Such insurance shall contain environmental liability coverage or an environmental damage endorsement.

13.4. Each Registered Processor shall maintain, at its own expense, pollution legal liability insurance with limits of not less than Two Million ($2,000,000.00) Dollars, unless: (i) the Registered Processor provides an independent third-party assessment indicating that such insurance is not required; and (ii) the Authority determines, in its sole discretion, that such insurance is not required. Such insurance shall contain environmental liability coverage or an environmental damage endorsement.

13.5. Registered Processors shall maintain, at their own expense, automobile liability insurance on all vehicles owned, operated, contracted by or licensed in the name of the Registered Processor and used in carrying out the obligations under this Agreement with limits of not less than Two Million ($2,000,000.00) Dollars.

13.6. Registered Processors shall maintain at their own expense, as applicable to their operations, professional liability insurance with limits of not less than Two Million ($2,000,000.00) dollars per claim and in the aggregate. This insurance is required to remain in place for a period of 36 months following the termination or expiry of their registration.

13.7. Registered Processors shall maintain at their own expense, as applicable to their operations, Directors' and officers' insurance in an amount not less than Two Million ($2,000,000) dollars per claim insuring its liability for any wrongful acts by its directors and officers made in the performance of their duties.

13.8. Registered Processors shall maintain at their own expense, as applicable to their operations, cyber insurance (or insurance with comparable provisions) with limits of not less than Two Million ($2,000,000.00) per claim and in the aggregate. This insurance is required to remain in place for a period of 36 months following the termination or expiry of their registration.

14. REMEDIES

14.1. The Authority reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.

14.2. In the event that a Registered Processor is in breach of, or otherwise fails to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, procedures, or rules of the Authority or any contract or agreement between the Registered Processor and the Authority, the Authority may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:

a) terminate any and all agreements with the Registered Processor;
b) suspend, withhold, delay, or reduce any Incentive payment to the Registered Processor;
c) demand, and be entitled to receive, from the Registered Processor any and all paid, disbursed, and undisbursed Incentives advanced by the Authority;
d) suspend or revoke approval or registration at any time; and/or
e) commence any action or take any steps that the Authority may consider just or appropriate in the circumstances.

14.3. In the event of the appointment of a receiver over the assets and affairs of a Registered Processor, the Authority may allow, in its sole discretion, the receiver to carry out the terms of an approval for an Incentive under the Program prior to receivership, provided always the receiver be obligated to the same extent and in the same manner as the Registered Processor. Further, the Authority may, in its sole discretion, allow the Authority's funds to be utilized by the receiver of a Registered Processor in a manner that is in accordance with the Bylaws, rules and policies of the Authority, as well as any applicable agreement, all as if the receiver were the original Applicant for the funds.

14.4. The Program in its entirety shall be governed by the laws of the Province of Alberta. Registered Processors attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

15. RECORDS

15.1. The Authority maintains the right to require further or more complete information from any Registered Processor claiming an Incentive under the Program or from an Applicant applying for registration under the Program.

15.2. Registered Processors shall maintain all records relating to the Program for five (5) years. All such records shall be made available to the Authority upon request of the Authority.

15.3. Without limiting the generality of the forgoing, Registered Processors shall provide reports of volumes of EOL Solar Panels recycled, processed, disposed of, and collected, at least annually to the Authority, in a form acceptable to the Authority.

15.4. The Registered Processor acknowledges that:

a) all information and records, created or maintained in the course of the Authority carrying out the powers, duties and functions under the Designated Material Regulation become and remain the property of the Crown in right of Alberta; and

b) the Authority is designated as a public body under the Access to Information Act (Alberta) and Protection of Privacy Act (Alberta), and accordingly, any records provided by the Registered Processor or relating to the Program may be disclosed by the Authority in response to an access to information request, in accordance with the Access to Information Act (Alberta).

16. REPORTING AND AUDIT REQUIREMENTS

16.1. Registered Processors shall maintain adequate documents and records required to demonstrate their compliance with the requirements of this Program.

16.2. Registered Processors shall provide all information the Authority requests relating to the Program, Incentives, EOL Solar Panels, or any other related matter or request for an Incentive, both before and after approval and this provision shall be a requirement of the approval or payment of Incentives.

16.3. Incentive reporting shall be submitted monthly. If no eligible incentives are payable, the Processor must notify the Authority that no Incentives are being claimed for the reporting period. As part of monthly incentive submission, the Registered Processor must submit information including, but not limited to:

a) Incoming materials including eligible, out of province, and ineligible materials;

b) Outgoing processed materials from program eligible and ineligible materials;

c) Outgoing materials to safe/approved disposal from program eligible and ineligible materials; and

d) Estimated closing inventory of processed and unprocessed materials from program eligible and ineligible materials.

16.4. Without limiting the generality of the foregoing, the Authority or its agent may request and shall receive from any Registered Processor:

a) a report including a statement of income and expenses and a statement of financial position for the time period requested by the Authority (the "Financial Report"), together with an "attest statement" signed by the Chief Financial Officer of the Registered Processor or, if the Registered Processor does not have a Chief Financial Officer, the key financial decision maker of the Registered Processor, attesting that all information in the Financial Report is complete and accurate. A template for the Financial Report will be provided by the Authority to the Registered Processor for the purposes of the Financial Report and attest statement. The Registered Processor will also provide a copy of the Registered Processor's GIFI filed with the Canada Revenue Agency for the time period of the Financial Report requested by the Authority will verify that the Financial Report received is in agreement with the reported GIFI;
b) an audit report provided by an independent, qualified accountant;
c) complete and prompt responses to any financial or compliance audit inquiries or requests by the Authority or its agent;
d) financial reports detailing costs for each category of EOL Solar Panels processed;
e) the submission of technical reports in respect of processing of EOL Solar Panels;
f) the submission of technical reports for total volumes of EOL Solar Panels collected and processed annually;
g) an annual scale certification and/or calibration report provided by an independent, qualified inspector;
h) a fire inspection report that shows the Registered Processor is in compliance with all relevant laws, regulations, municipal bylaws, codes, and other requirements;
i) the submission of reports on a monthly basis for total volumes of EOL Solar Panels sent to a landfill;
j) the submission of a current business plan for the Processor's operations as they relate to the Program;
k) receipts, invoices, accounts, or other documents relating to any part of EOL Solar Panels processing, including waste collection records, scale tickets, proof of delivery of product, and other such required or requested documentation;
l) a certificate of an individual Registered Processor, or an officer or principal of a corporate Registered Processor, certifying all accounts with Suppliers are current and paid;
m) a reclamation certificate in respect of specified land related to a solar energy project, as applicable; and
n) any other reasonable information relating to applications for Incentives or any matter that relates to this Program or procedure of the Authority.

16.5. The Authority or its agent reserves the right at all times to conduct audits, site inspections or reviews of the books and records of all Applicants, Registered Processors, Transporters, or Downstream Processors as it may relate to the Program, Incentives, EOL Solar Panels, or any other related matter.

17. TERMINATION

17.1. The Authority may, in the Authority's sole discretion and upon written notice to the Registered Processor, suspend, withhold, delay or reduce any Incentive payment, and suspend or revoke registration under the Program in accordance with the terms of the Program. The Authority may lift such suspension, withholding, delay or reduction of Incentive payments or suspension or revocation of a Registered Processor's registration at any time in the Authority's sole discretion.

17.2. The Authority may cease funding to a Registered Processor without cause by giving six (6) months' notice to the Registered Processor, and, upon termination, the Registered Processor is entitled to be compensated in accordance with the terms of this Program such that any amounts due under this Program up to the effective date of the termination will remain payable to the Registered Processor.

17.3. A Registered Processor's participation in the Program may be terminated by mutual consent of the parties evidenced in writing.

17.4. Upon termination of its participation in the Program, a Registered Processor must provide the Authority with a detailed accounting of the work completed under the Program up to the termination date.

17.5. In the event that the Registered Processor suffers any damages of any kind whatsoever resulting from termination under this Program, the only claim of any kind that the Registered Processor may make against the Authority is for liquidated damages in the sum of One ($1.00) Dollar.

17.6. In the event that the Program is terminated for any reason whatsoever, the unexpended funds allocated to the Program remain the exclusive property of the Authority and if held by the Registered Processor, must be returned forthwith to the Authority.

SCHEDULE "A"
SOLAR PANELS ELIGIBLE FOR INCENTIVES UNDER THE PROGRAM

Subject to the terms and conditions of the Program, the following Solar Panels are specifically eligible for payment of Incentives:

1. Solar Panels

Category	Products Included	Additional Information
Crystalline Silicon (c-Si) Solar Panels	• Monocrystalline Silicon • Polycrystalline Silicon • Perovskite-Silicon tandem	Residential, commercial, industrial, and utility use.
Thin-Film Solar Panels	• Cadmium Telluride (CdTe) • Copper Indium Gallium Selenide (CIGS) • Amorphous Silicon (a-Si) • Gallium Arsenide (GaAs)	

2. The following excluded products are not eligible for payment of Incentives:
   a) Solar thermal collectors
   b) Inverters (e.g. string, micro)
   c) Racking or mounting structures
   d) Battery energy storage systems (BESS)
   e) Cables & wires
   f) Solar-powered electronic devices (e.g. garden gnomes, calculators, cameras, watches, power bank/charges, etc.)
   g) Solar-powered appliances (e.g. radio, water pump, fan, cooler, heater)

The list of products above is provided for reference purposes and may be amended from time to time.

Refer to the ARMA website for the current list of eligible products.

SCHEDULE "B"

TRANSPORTATION INCENTIVES

1. Transportation Incentives for EOL Solar Panels Collected from Approved Collection Sites

The following Incentives may be payable to Registered Processors under the Program for collection and transportation of EOL Solar Panels from Collection Sites to a Registered Processor's facility ("**Collection Sites Transportation Incentives**").

The level of Collection Sites Transportation Incentives is based on the zone where the EOL Solar Panels originate as identified on the map appended to this Schedule "B". The level of Collection Sites Transportation Incentives for pick up and transportation to a Registered Processor in each of the zones is:

Zone 1A	Within the corporate boundaries of the City of Calgary and City of Edmonton.	$126.00/tonne
Zone 1	Within a 100 km radius around the Calgary - Edmonton corridor	$126.00/tonne
Zone 2	All areas of the province outside Zone 1 and Zone 3	$271.00/tonne
Zone 3	Within the northern zone, delineated by the northern boundary of Township line 70	$344.00/tonne
Drop-off	Dropped off at the Processor site where there is no third-party agreement in place for the delivery of the EOL Solar Panels.	$0.00/tonne

When servicing Collection Sites, Registered Processors must collect all eligible EOL Solar Panels provided that the collection area is accessible and free from obstructions and debris.

2. Transportation Incentives for EOL Solar Panels Collected from ICI Sources

The following Incentives may be payable to Registered Processors under the Program for collection and transportation of EOL Solar Panels from approved ICI Sources to a Registered Processor's facility ("**ICI Transportation Incentives**").

The level of ICI Transportation Incentives is based on actual cost of collecting the EOL Solar Panels from approved ICI Sources and transporting them to the Registered Processor's facility.

To apply for ICI Transportation Incentives, the Registered Processor must provide ARMA with a minimum of three (3) transportation quotes showing the cost per tonne for transporting EOL Solar Panels from the ICI Source to the Registered Processor's facility. The level of ICI Transportation Incentives will be based on the lowest quote, plus a service fee, up to 10% of the lowest quote provided, for activities carried out

by the Registered Processor associated with managing collection and transportation, and other relevant factors as determined by the Authority.

Registered Processors must:

a) select the most cost-effective transportation option that meets Program requirements;
b) optimize collection routes where practical;
c) coordinate pickup schedules with ICI Sources to improve transportation efficiency and reduce overall Program costs; and
d) sort EOL Solar Panel for recycling or reuse in accordance with the Registered Processor Compliance Requirements as set out in Schedule "D".

Service Standards

When servicing ICI Sources, Registered Processors must provide timely and efficient EOL Solar Panels collection services to ICI Sources. At a minimum, the Registered Processor shall:

a) coordinate with ICI Sources to confirm all information necessary to perform the collection services, including confirming quantity, equipment requirements, site access, safety procedures and scheduling;
b) collect all eligible EOL Solar Panels providing that the collection area is accessible and free from obstructions and debris;
c) provide an ICI Source with a pick-up schedule within seven (7) days of request by the ICI Source;
d) handle, load, secure, transport and store EOL Solar Panels in accordance with industry best standards and the Program requirements; and
e) not reject any pick up service from an ICI Source of at least one hundred (100) EOL Solar Panels.

The Authority may reject claims for ICI Transportation Incentives or adjust their amount if service standards are not fully met.

3. Transportation Incentives Generally

The level of funding and categories of Transportation Incentives may be adjusted from time to time by the Authority upon thirty (30) days' notice to Registered Processors having regard to expenses of Registered Processors generally and contingent on the Authority's budget.

No Incentive shall be paid by the Authority in respect of any activity that falls within an operator's conservation or reclamation obligations under the *Conservation and Reclamation Regulation*, as amended or replaced from time to time, including without limitation an obligation to conserve or reclaim specified lands under section 3 thereof.

No Transportation Incentive shall be paid by the Authority if the Registered Processor fails to maintain inventory levels that are acceptable to the Authority in its sole discretion.

No Transportation Incentive shall be paid by the Authority in respect of EOL Solar Panels that have been collected by a Registered Processor before the coming into effect of this Program.

Transportation Incentives may only be claimed by a Registered Processor after delivery of EOL Solar Panels to the Registered Processor's facility.

EOL Solar Panels that have been damaged by fire, chemical, or other means that cause them to be unrecyclable should not be accepted and are not eligible for Incentives.

SOLAR PANELS TRANSPORTATION INCENTIVE ZONES

(ILLUSTRATIVE MAP)

The Transportation Incentive Zone map is for illustration purposes only.

SCHEDULE "C"

PROCESSING INCENTIVES

Processing Incentives will be rolled out in two phases: Phase 1 for Storage Incentives and Phase 2 for Recycling Incentives.

1. Phase 1 – Storage Incentives

Storage incentives of $0.21 per EOL Solar Panel per month may be payable to Registered Processors under the Program for storing eligible EOL Solar Panels received from approved Collection Sites and ICI Sources at the Registered Processor's leased or owned facility, for a storage period not exceeding one year ("**Storage Incentives**").

The level of funding and categories of Storage Incentives may be adjusted from time to time by the Authority upon thirty (30) days' notice to Registered Processors having regard to expenses of Registered Processors generally and contingent on the Authority's budget.

No Storage Incentive shall be paid by the Authority in respect of any activity that falls within an operator's conservation or reclamation obligations under the *Conservation and Reclamation Regulation*, as amended or replaced from time to time, including without limitation an obligation to conserve or reclaim specified lands under section 3 thereof.

EOL Solar Panels that have been damaged by fire, chemical, or other means that cause them to be unrecyclable should not be accepted and are not eligible for Incentives.

Storage Incentive Requirements

a) Storage Incentives may only be claimed by a Registered Processor for EOL Solar Panels physically stored at the Registered Processor's leased or owned facility, that is approved by the Authority.
b) No Storage Incentive shall be paid to any Registered Processor to store EOL Solar Panels at a third party facility that is not leased or owned by the Registered Processor.
c) No Storage Incentive shall be paid by the Authority in respect of any EOL Solar Panels that have been collected by a Registered Processor before the coming into effect of this Program.
d) No Storage Incentive shall be paid by the Authority if the Registered Processor fails to maintain inventory levels that are acceptable to the Authority in its sole discretion;
e) To be eligible for Storage Incentives, the Registered Processor must provide the Authority with proof of fire insurance respecting the facility at which the EOL Solar Panels would be stored, that is acceptable to the Authority in its sole discretion.
f) To continue to qualify for Storage Incentives, Registered Processors must provide the Authority with monthly reports of the number of EOL Solar Panels stored on their facility, for which Storage Incentives are claimed. Storage Incentive claims must be submitted on a monthly basis, in the manner and using the forms approved by the Authority.

g) Registered Processors must comply with the Authority's requests for information and additional documents to continue to qualify for Storage Incentives.

2. Phase 2 – Recycling Incentives

No Recycling Incentive shall be paid by the Authority to a Registered Processor unless the Registered Processor holds an R2 Certification in good standing issued by a SERI-authorized Certification Body and published on the SERI directory, with a certification scope that includes the applicable R2 Process Requirements for the Applicant's operations (including Appendix G – PV Modules).

[Reserved]

SCHEDULE "D"

REGISTERED PROCESSOR COMPLIANCE REQUIREMENTS

These compliance requirements outline the Authority's requirements for Registered Processors providing processing or recycling services for EOL Solar Panels collected through the Program. All Registered Processors must meet these compliance requirements in order to be registered as a Registered Processor under the Program.

Requirements for Compliance of Registered Processors

All Registered Processors and all subcontractors used by a Registered Processor must assure that all EOL Solar Panels are processed in an environmentally sound manner at facilities that are licensed by all appropriate governing authorities.

All Registered Processors must ensure that all activities (transportation, storage, processing, etc.), including activities relating to Ineligible Materials, that are conducted at the Registered Processor's facility are conducted in an environmentally sound manner and in a manner that safeguards the health and safety of employees working at the facility.

All Registered Processors must continually seek to reduce costs, improve services provided, ensure regulatory compliance, exceed industry standards and achieve the highest environmental outcomes in respect of EOL Solar Panels.

If a Registered Processor relocates their processing facility, they must notify the Authority in writing prior to the relocation. Registered Processors may be required to have an environmental, health and safety audit conducted at their expense by a qualified third-party to verify the new location complies with all relevant environmental and occupational health, and safety legislation.

Upon request of the Authority, Processors must provide a copy of the terms and conditions associated with any third-party contract for the end-of-life management of EOL Solar Panels to demonstrate to the satisfaction of the Authority, at its sole discretion, that the contractual arrangements are in compliance with the Program Requirements.

All Program Material collected and transported by Registered Processors must be weighed and recorded to ensure accurate mass balance to confirm no material is lost from the recycling activities. Once received at the Registered Processor facility, EOL Solar Panels must be stored in a manner that keeps it separate from Ineligible Material.

All Registered Processors shall demonstrate the expertise, knowledge, and technical capability to process each type of equipment, component, and material it accepts in a manner that is legal and protective of worker safety, public health, and the environment. All Registered Processors must have both the ability and the capacity to ensure that EOL Solar Panels are processed to a Final Recycled State, and must accept full responsibility for EOL Solar Panels once they leave a Collection Site or ICI Source and until they have reached a Final Recycled State at the Registered Processor's facility, or have been directed to a

facility or facilities further downstream for the purpose of the EOL Solar Panels being recycled or processed to a Final Recycled State.

All Registered Processors must provide objective evidence that the following requirements have been satisfied:

1. Environmental Management

All Registered Processors shall:

1.1. Develop, implement, maintain, update as needed (e.g., as operations, products and/or technologies change), and make available to the Authority upon request, an Environmental Management System ("EMS") to ensure adequate control over the Registered Processor's impact on the environment. The EMS must include a commitment to take corrective action to address any issues of non-compliance;

1.2. Identify and comply with all applicable Environmental Laws, orders or directives (international, federal, provincial/state, and municipal) and disclose any related legal infractions within five (5) years prior to the date of application;

1.3. Possess and adhere to all applicable provincial/state waste and air emissions permits or certifications, and have processes in place to ensure continued compliance to the requirements of such authorization(s);

1.4. Analyze, plan, regularly review, and update, as necessary, how the hazardous materials that pass through its facility or control will be properly managed. Ensure the proper and legal handling of all hazardous materials, hazardous recyclables and hazardous waste generated, collected, or processed through the Registered Processor's facility by:

a) implementing and maintaining a documented procedure to manage hazardous materials that provides guidance on how materials are stored and registered in accordance with federal and provincial regulations; and
b) maintaining an active inventory of all hazardous materials onsite that includes guidance to how the materials are controlled;

1.5. Store items removed pursuant to requirements related to hazardous materials (see Schedule "E"), in a manner that:

a) protects them from reasonably foreseeable adverse atmospheric conditions and floods, and as warranted, includes a catchment system;
b) is in full legal compliance;
c) is secure from unauthorized access; and
d) is in clearly labeled containers and/or storage areas;

1.6. Implement and maintain a documented procedure for responding to and reporting pollutant spills and emergency situations, including a plan to mitigate any environmental damage caused;

1.7. Provide upon the request of the Authority or its agent and maintain records of and make available to the Authority or its agent certificates of recycling/destruction or other evidence of processing/recycling/destruction of all EOL Solar Panels received at the Registered Processors' facility;

1.8. Designate one or more qualified employees or consultants to coordinate its efforts to promote environmental protection. The designated individual(s) shall be identified to all employees and two-way communication shall be encouraged between employees and the designated individual(s) regarding potential environmental impacts and how best to address them; and

1.9. Report monthly on the total tonnage of all Program materials diverted to landfill / approved disposal.

2. Occupational Health and Safety

All Registered Processors shall:

2.1. Develop, document, fully implement, maintain, update as needed (e.g., as operations, products and/or technologies change), and make available to the Authority upon request, a Health and Safety Management System ("HSMS"). The HSMS must include a commitment to take corrective action to address any issues of non-conformance;

2.2. Maintain a current Certificate of Recognition ("COR"), and in the event that a COR certification expires, the Processor must provide the Authority with written notification from their auditor confirming that the recertification process is underway;

2.3. Identify and comply with all applicable health and safety regulations (federal, provincial/state, municipal, and industry standards) and disclose any legal infractions within five years prior to the date of application;

2.4. Conduct on an ongoing basis (e.g., as new types of materials are processed, or new processes are used) a hazards identification and assessment of occupational health and safety risks that exist or could reasonably be expected to develop at the facility. Such risks could result from any sources, including but not limited to emissions of and/or exposure to substances, noise, ergonomic factors, thermal stress, substandard machine guarding, cuts and abrasions, etc. The hazards identification and assessment shall be captured in writing and incorporated as a component of the Registered Processor's HSMS;

2.5. Manage health and safety hazards, minimize the risks it identifies, and prioritize the use of appropriate strategies to implement and maintain controls (e.g., engineering controls, administrative and work practice controls, and personal protective equipment);

2.6. The Registered Processor shall treat its entire workforce, including volunteer workers, consultants, contractors, visitors, temporary workers, and anyone else performing activities under the Registered Processor's direction at their facility using this standard of care;

2.7. Adhere to good housekeeping standards, including keeping all work and storage areas clean and orderly. Housekeeping for all areas of the facility shall be planned, regularly implemented, and monitored;

2.8. Use monitoring and sampling protocols as applicable to provide assurances that the practices and HSMS controls employed effectively and continuously manage the risks it has identified. This includes complying with all applicable health and safety legislation and permissible exposure limits for sampling and/or monitoring;

2.9. Possess current workers' compensation coverage;

2.10. Not use child labor, as defined by the International Labor Organization (ILO) or forced labor, where the worker cannot leave or terminate employment freely;

2.11. Not use prison labor unless voluntary and compensated beyond room and board, and skills are taught for gainful employment after release;

2.12. Document a non-discrimination policy stating the fair and equal treatment of all workers, regardless of aspects such as, but not limited to, age, gender, race, religion, or sexual orientation, including compensation in compliance with applicable wage laws. The policy shall define the process to report, investigate and respond to discrimination complaints, and shall be periodically communicated to all staff;

2.13. Designate one or more qualified employees or consultants to coordinate its efforts to promote worker health and safety. The designated individual(s) shall be identified to all employees and two-way communication shall be encouraged between employees and the individual(s) regarding potential hazards and how best to address them; and

2.14. Without limiting the requirements above, ensure occupational health and safety of employees working at the facility by:

a) providing continual health and safety training of personnel;
b) making available and enforcing the use of personal protective equipment;
c) labeling of all hazardous materials;
d) safeguarding dangerous mechanical processes; and
e) protecting personal information and data.

3. Protection of Personal Information and Data

3.1. All Registered Processors shall document and maintain a data sanitization plan and procedures, including defining the following:

a) security controls to protect data in the Registered Processor's control, including declarations of secured areas dedicated to data sanitization with access limited to authorized individuals;
b) all EOL Solar Panels, and components thereof, capable of storing data or personal information including microinverters, inverters, power optimizers, monitoring systems and data loggers and embedded smart modules (collectively "Storage Media") which are accepted by the Registered Processor that may contain data;
c) types of data to be sanitized;
d) declaration of general information that does not need to be sanitized;
e) potential associations to network services that could automatically repopulate data on the device;
f) written contractual requirements not to sanitize data on user's data storage devices when requested;
g) applicable legal, supplier, and other requirements for data sanitization including applicable data breach and privacy regulations;
h) where legal, supplier, and other requirements are addressed in written policies and procedures
i) to ensure conformance;
j) methods for data sanitization for each type of data storage device;
k) planned durations to sanitize data from the time of receipt;
l) downstream Processors that perform data sanitization in accordance with this Program, if data sanitization is not performed internally, and, where applicable and approved by the Authority, those Downstream Processors whose services will be provided in another country;
m) records to be maintained to demonstrate the effectiveness of the sanitization and verification activities; and
n) process for authorizing and monitoring workers, visitors, and others permitted to have access to equipment and components containing data.

3.2. All Registered Processors shall document and maintain a written data security policy that:
a) prohibits unauthorized individuals from accessing or handling Storage Media;
b) assigns a competent data protection representative with the overall responsibility and authority for the Registered Processor's data security and legal compliance, including oversight of all related duties otherwise assigned;
c) mandates reporting of known and suspected breaches of security and data to the data protection representative;
d) requires completed training and confidentiality agreements prior to individual authorization to handle equipment containing data;
e) identifies penalties for non-compliance with the policy, including personal liability; and
f) requires that all workers be trained regularly and verified to be competent on these policies and procedures for data security, consistent with their level of authorization.

3.3. All Registered Processors shall implement and maintain a security program that controls access to all or parts of their facility in a manner and to a degree appropriate given the type of EOL Solar Panels handled, sensitivity of data on Storage Media, and the needs of the suppliers served. This security program should consider risk of theft and unauthorized access to the facility and equipment.

3.4. All Registered Processors shall develop and implement levels of security authorizations to control access for employees, visitors, and contract workers based on the types of equipment received, the sensitivity of the data handled, and the legal, supplier and other requirements applicable to the facility. Authorizations shall be granted by the data protection representative and based on documented evaluations allowed by law.

3.5. Secured areas shall be clearly identified and labeled with signage to warn against unauthorized access.

3.6. Appropriate security controls shall be implemented and monitored to limit access to equipment based on established security authorizations and the workers' need for access.

3.7. For individuals granted security authorization, the Registered Processor shall maintain in writing individual acknowledgements of the responsibility to prevent disclosure of data; and to report any theft of equipment or data, or data breaches; and to disclose any incidents that may change their security authorization.

3.8. An incident response procedure shall be created and implemented to investigate potential data or security breaches, and to notify affected suppliers, legal authorities and other interested parties as required by law, of any potential or actual breaches.

3.9. For the receiving of any Storage Media, the Registered Processor shall provide to the Authority confirmation of:

a) receipt of Storage Media;
b) the method of data sanitization to be used;
c) whether data sanitization will be performed internally or by a Downstream Processor.

3.10. Storage Media shall be sanitized in a timely and effective manner, in accordance with one of the following methods:

a) sanitize the data on the data storage devices in accordance with Schedule "E" Eligible Processing Guidelines;
b) physically destroy the data storage media in accordance with Schedule "E" Eligible Processing Guidelines, and verify destruction in accordance with a defined process to demonstrate 100% effectiveness of the destruction process; or
c) ship/transfer data storage devices under written contract to a Downstream Processor that is approved by the Authority, with the capabilities to sanitize data from the type of equipment shipped in accordance with Schedule "E" Eligible Processing Guidelines.

3.11. Internal data security and sanitization audits shall be performed at minimum annually by a competent and independent auditor to validate the data sanitization processes are effective and conforming to the Authority's standards, legal requirements, and the data sanitization plan.

3.12. All Registered Processors shall maintain a process to provide information to the Authority where requested of the following:

a) Changes in Downstream Processors to process Storage Media; and

b) Breaches in security.

3.13. All Registered Processors shall not sell, transfer, or transport Storage Media in a state where it has not been shredded or processed in accordance with the requirements of this program at the registered processor site prior to being shipped to an approved Downstream Processor without exception; and

3.14. In any event, not sell, transfer, or transport Storage Media where it is reasonably believed such storage media maybe reused.

4. Operations

4.1. General

All Registered Processors shall:

a) Maintain a monitoring program to track key processes, compliance with applicable legislation, and any emissions or effluents being generated;
b) Maintain all records for a period of five (5) years, including manifests, bills of lading, scale tickets and chain of custody in respect of all materials destined for downstream markets;
c) Maximize EOL Solar Panels recycling and ensure that EOL Solar Panels are not directed to landfill;
d) demonstrate the expertise, knowledge, and technical capability to process EOL Solar Panels it accepts in a manner that complies with the law and the requirements of this Program as well as the need to protect the health and safety of workers, the public, and the environment;
e) identify, analyze, and demonstrate effective control of important environmental impacts, and health and safety risks that it can control and those that it can influence, both internal to the Registered Processor and through its recycling chain activities;
f) maintain a process to periodically evaluate the risk of exposure to hazardous substances such as mercury, lead, beryllium, cadmium, PCBs, phosphor compounds, flame retardants, silica dust, and hexavalent chromium through processing or handling of EOL Solar Panels;
g) maintain processes to visually inspect EOL Solar Panels received and handled for any conditions or damage that may result in adverse environmental, health or safety incidents during handling, storage or processing of the EOL Solar Panels, and controls for the containment, segregation, and storage of items requiring special handling;
h) Ensure that no EOL Solar Panels are shipped directly to developing and non-OECD nations;
i) Ensure that prison labour is not used in the recycling of EOL Solar Panels;
j) Ensure that storage of any EOL Solar Panels is done in a secure and environmentally safe fashion and in compliance with all applicable legislation;

k) Maintain a security program that controls access to all or parts of the facility in a manner and to a degree appropriate given the type of equipment handled, sensitivity of media containing data, and the needs of the customers served, and consider and include necessary controls to secure electronic equipment upon acceptance of the equipment;
l) Work with the Authority quarterly or as required to review and re-set, as necessary, mass balance volumes at the Registered Processor site;
m) Ensure that scale tickets are automatically printed from the scale reading, and that scale tickets include time, date, weight, and are legible and not manually altered;
n) Scale tickets are required to substantiate the weight claimed, and acceptable formats include original scale tickets, electronic copies of scale tickets, and reports that are automatically generated by the certified scale;
o) Submit an annual scale calibration provided by an independent, qualified inspector;
p) Identify probable emergency situations and exceptional circumstances; prepare, periodically test, and update, as appropriate and necessary, an emergency plan(s) for responding to the identified emergency situations and exceptional circumstances to protect workers, the public, and the environment;
q) Provide prompt written notice to the Authority and, in any event, within a recommended eight (8) hours and no later than twenty-four (24) hours of any incident that is reportable to any government, regulatory or other authority or under any contract (e.g., Alberta Environment and Protected Areas, Fire Department, EMS/ambulance, RCMP/municipal police). The occurrence of emergency events, including exceptional releases, accidents, spills, fires, and explosions, shall be reported to the required authorities;
r) Provide the Authority or its agent with access to their facility to conduct scheduled or unannounced visits and inspections (including the taking of photographs) of the recycling process, inventory, or general site for the Authority's internal purposes;
s) Inform the Authority of personnel changes to management and other personnel regularly in contact with the Authority and inform the Authority of any changes to accounts payable information within five (5) business days of such changes being made; and
t) Provide for review to the Authority, five (5) days prior to distribution, any formal communications from the Processor to Collectors, Suppliers, and other Program stakeholders where reference is made to the Authority, Program changes, funding, results, or other data;
u) Identify and comply with all applicable laws and regulations related to the export, import and transit of EOL Solar Panels and disclose any legal infractions within five years prior to the date of application.
v) Identify and implement actions and controls required to ensure compliance with all requirements of this Program;
w) Periodically audit its compliance with requirements of this Program; and
x) Take corrective action to promptly stop and resolve any issues of non-compliance.

4.2. Solar Panel Collection

Registered Processors must ensure that:

a) all EOL Solar Panels to be transported are packed appropriately, up to industry best standards:

i. considering the risk they could pose during transportation to data security, health, safety or the environment;
ii. to the level of care warranted by its intended use;
iii. to secure the EOL Solar Panels in accordance with the above requirements for protection of personal information and data; and
iv. to comply with all legal requirements.

b) when Storage Media are transported:
   i. defined security measures are implemented as planned and transportation is tracked as appropriate for the sensitivity of the data on the devices and the requirements of the Authority served
   ii. Contracts are enforced with the Transporter with a level of service that conforms to these requirements; and
   iii. Additional security controls are used to conceal the package contents from public view and prevent unintended access during transportation.
c) all shipping documentation, labeling, and import/export declarations use accurate codes, descriptions, and required declarations consistent with regulatory requirements for the equipment, components, and materials being transported.
d) Transporters meet all legal requirements and the Authority's requirements and standards as established from time to time to transport EOL Solar Panels.
e) without limiting the foregoing, in transporting EOL Solar Panels from Collection Sites and ICI Sources, Registered Processors must sort and pack collected EOL Solar Panels by:
   i. removing components that are attached to the EOL Solar Panels (e.g. microinverter, clamp, cable and wires etc.). Only the products that are included in the Program will be accepted as set out in "Schedule A".
   ii. sorting the EOL Solar Panels according to technology type (e.g. crystalline silicon [C-Si], thin-film);
   iii. placing the EOL Solar Panels junction box side up on the pallet;
   iv. securing the EOL Solar Panels to the pallet using two (2) straps in both horizontal and vertical directions;
   v. not stacking more than thirty (30) EOL Solar Panel per pallet;
   vi. visually inspecting EOL Solar Panels for damage to identify which EOL Solar Panels are capable of being refurbished or reused and which EOL Solar Panels are incapable of being refurbished or reused, and separate EOL Solar Panels in transportation accordingly.

Registered Processors shall evaluate and sort EOL Solar Panels in accordance with this Program and standards established by the Authority from time to time, and take all practical steps to direct EOL Solar Panels for processing in the following order of preference:

a) Reuse – For all EOL Solar Panels and components thereof capable of reuse, the Registered Processor shall direct the items to a reuse process, acceptable to the Authority. However, EOL Solar Panels and components thereof that are not legal to sell such as lost/stolen, counterfeit, or recalled equipment shall not be reused and instead be directed to materials recovery.
b) Materials Recovery – For EOL Solar Panels and components thereof not capable of reuse, the Registered Processor shall direct the items to a materials recovery process meeting the Eligible Processing Guidelines in Schedule "E".

c) Disposal – Energy recovery, incineration, or land disposal shall not be used as a management strategy for EOL Solar Panels and components thereof unless authorized by the Authority.

4.3. EOL Solar Panels Storage and Throughput Tracking

4.3.1. Registered Processors shall store EOL Solar Panels capable of being refurbished or reused separately from EOL Solar Panels that are incapable of being refurbished or reused. EOL Solar Panels shall be stored in accordance with the Authority's standards as determined by the Authority in its sole discretion from time to time.

4.3.2. Registered Processors shall store EOL Solar Panels, in a manner that:
a) protects them from reasonably foreseeable adverse weather conditions;
b) in accordance with the established legal compliance plan;
c) provides security from unauthorized access; and
d) is in clearly labeled containers and/or storage areas.

4.3.3. Registered Processors shall store all EOL Solar Panels destined for reuse in an enclosed environment protected from the elements, unless intended for outdoor use.

4.3.4. For all inbound EOL Solar Panels, the Registered Processor shall:
a) maintain bills of lading or other commercially-accepted records; and
b) ensure records have accurate dates, detailed descriptions including types and quantities, and supplier names; and
c) maintain a summary report of all transactions.

4.3.5. For all EOL Solar Panels stored by the Registered Processor, the Registered Processor shall:

a) track, manage, maintain and report to the Authority accurate records of the quantity of EOL Solar Panels in the Registered Processor's control from receipt through processing, storage, and shipment, including a breakdown of the quantity of EOL Solar Panels that has been collected by the Registered Processor prior to the coming into effect of this Program;
b) maintain and report to the Authority total inventory levels below limits defined by the Authority and in conformance with the Registered Processor's legal requirements, closure plan, and financial assurance; and
c) not store EOL Solar Panels for longer than one (1) year, except where:
    i. Components of EOL Solar Panels have been evaluated and inventoried in accordance with the Test and Repair Guidelines in Schedule "E" Eligible Processing Guidelines; or
    ii. The Registered Processor has submitted an application for the shipping of EOL Solar Panels to a Downstream Processor within one (1) year period, which is still pending before the Authority, and where storage is otherwise legally permissible.

4.3.6. For all outbound EOL Solar Panels, the Registered Processor shall:
a) maintain bills of lading, or other commercially-accepted records;
b) ensure records have accurate dates, detailed descriptions including types and quantities, and customer or downstream vendor names; and
c) maintain a summary report of all transactions.

4.4. Shipping EOL Solar Panels to Downstream Processor

Registered Processors shall not ship any EOL Solar Panels for which Storage Incentives are paid without prior written approval from the Authority.

5. Mass Balance Inventory Counts and Inspections

5.1. The Registered Processor shall provide the Authority with Mass Balance Inventory information upon request. At a minimum, Mass Balance Inventory will record all:

a) eligible material (tonnes);
b) commodities (categorized by material); and
c) Ineligible Material (categorized by province of origin).

5.2. Mass Balance Inventory may be verified onsite by the Authority. Mass Balance Inventory inspections will be conducted by the Authority as needed for the purposes of verifying that inventory held at the Processor's site aligns with the information submitted on monthly Incentive claims.

5.3. Incentive payments may be delayed pursuant to section 9, if:

a) a Registered Processor is unable or unwilling to provide Mass Balance Inventory information;
b) the record of current inventory does not align with the processing and collection claims; or
c) there is a negative mass balance reflected on the incentive claims.

6. Downstream Processors

All Registered Processors shall:

6.1. Identify all Downstream Processors that are used to process EOL Solar Panels under the Program through to a Final Recycled State.

6.2. Have a process to ensure that all Downstream Processors that are used to process EOL Solar Panels under the Program through to a Final Recycled State:

a) possess all appropriate business, waste, and air emissions permits or certifications;
b) have and provide evidence of current liability insurance of no less than One Million ($1,000,000.00) Dollars;
c) process materials in an environmentally sound manner;
d) safeguard the health and safety of employees working at the facility; and
e) do not send materials from EOL Solar Panels to landfill or developing and non-OECD countries for disposal,

as evidenced by current supporting documentation.

6.3. Receive approval from the Authority prior to shipping any material to Downstream Processors to ensure shipment is eligible for Incentives;

a) Submission of a completed Downstream Processor application with detailed information on how the EOL Solar Panels are managed by the Downstream Processor is required for

approval by the Authority. If the Downstream Processor changes their procedures as they relate to EOL Solar Panels, written notification must be provided to the Authority.

b) The Authority wishes to encourage using local markets wherever possible. Therefore, Downstream Processor approval will be prioritized based on processing facility location. Alberta-based downstream processors will receive highest priority approvals, followed by facilities located within Canada, followed by other North American-based options. Prior to receiving approval for a Downstream Processor located outside of North America, the Registered Processor must demonstrate no other higher priority options are viable for processing the material.

6.4. Inform all Downstream Processors that they may be required to participate in an environmental, health and safety audit of their facilities that receive processed EOL Solar Panels;

6.5. Conduct and maintain a record of the Downstream Processor evaluation that is acceptable to the Authority or its agent, and is available at the request of the Authority or its agent, including records or other evidence in respect of the items described above in section 0;

6.6. Maintain supporting documentation to demonstrate that the Final Recycled State of all EOL Solar Panels shipped to an approved Downstream Processor has been verified annually, at a minimum;

6.7. Submit on an ongoing basis to the Authority all supporting documentation (as described above in section 6.2) to ensure the continued approval of a Downstream Processor; and

6.8. Submit written notification to the Authority of any incident that is required to be reported to a regulatory body which occurs at a Downstream Processor facility.

7. Transportation

All Registered Processors shall:

7.1. Ensure that all Transporters used to transport EOL Solar Panels from Collection Sites and ICI Sources to the Registered Processor's facility and from Registered Processors to Downstream Processors for further processing are:

a) fully licensed and insured;

b) possess the appropriate federal and provincial/state permits or certifications to transport hazardous materials;

c) place the proper placards on transportation vehicles prior to transport;

d) adhere to all federal and provincial/state transportation of hazardous materials requirements; and

e) able to provide the Registered Processor with proper waste manifests.

7.2. Maintain records of such transportation insurance and permits obtained from the Transporters and make them available at the request of the Authority.

SCHEDULE "E"

ELIGIBLE PROCESSING GUIDELINES

[Reserved]

SCHEDULE "F"

SECURITY TERMS AND CONDITIONS

1. Security Required

2.1. Where a Registered Processor applies for registration under this Program, as a condition to registration, the Authority may require the Registered Processor to provide security before any processing of EOL Solar Panels commences.

2. Amount of Security

2.1. For the purpose of this Schedule "F", security for post closure associated expenses shall be in an amount which is determined by the management of the Authority annually and which is calculated based on the following:

a) $10,000.00 to be assigned to potential future post closure associated expenses incurred by the Authority associated with the closure of the Registered Processor's site; plus
b) A minimum of $10,000 for each processing site operated by a Registered Processor under the program (amount to be calculated and confirmed annually by the Authority).

2.2. Within thirty (30) days of any changes to the Registered Processor's Closure Plan, the Registered Processor may be required to, and shall, submit security in an adjusted amount prescribed by the Authority and which is based on the changed Closure Plan unless waived by the Authority in writing.

3. Adjustment of Security

3.1. The Authority shall notify a Registered Processor of any proposed adjustment to the amount of the security. The Registered Processor shall submit the security in the required adjusted amount within 30 days of notification by the Authority.

4. Form of Security

4.1. Security must be in one or more of the following forms as required by the Authority, or such other form as may be acceptable to the Authority:

a) cash on deposit with the Authority;
b) Government guaranteed bond, debentures, term deposits, certificates of deposit, trust certificates or investment certificates assigned to the Authority;
c) irrevocable letters of credit in a form acceptable to the Authority, irrevocable letters of guarantee in a form acceptable to the Authority, performance bonds or surety bonds in a form acceptable to the Authority; and/or
d) any other form that is acceptable to the Authority.

4.2. Environmental Insurance is not considered an acceptable form of security for the purpose of this Program requirement.

5. Return of Security

5.1. The Authority may determine that all or part of the security provided by the Registered Processor be returned to the Registered Processor if:

a) a Registered Processor ceases to be in business as a Registered Processor, and the site(s) and all EOL Solar Panels have been wholly reclaimed, remediated, restored or removed, as the case may be; or

b) reclamation, remediation or restoration of the site(s) has been partially complete, in which case the Authority may, on application by the Registered Processor, return a part of the security as determined by the Authority; or

c) the Authority decreases the amount of security required under these terms, in which case the Authority shall return the portion of the security no longer required; or

d) an application for registration or Incentives is submitted by a Registered Processor but no approval is issued by the Authority; and

e) all other Program requirements of the Authority have been met by the Registered Processor.

6. Forfeiture of Security

6.1. The Authority may determine that all or part of the security provided by the Registered Processor be forfeited if:

a) the Registered Processor fails to commence and complete reclamation, remediation, or restoration of a site where a Registered Processor abandons the site or abandons EOL Solar Panels or operations on the site;

b) the Registered Processor fails to meet any requirement relating to inventory levels, maintaining the site(s), or environmental requirements as a condition of the Authority approval;

c) the Registered Processor fails to comply with any applicable law, regulation, code, approval or the Program;

d) the Registered Processor fails to renew existing security before its expiry date;

e) the Registered Processor fails to adjust the amount of security as required by the Authority under this Program;

f) the Registered Processor fails to comply with an order issued by a government authority;

g) a receiver, receiver-manager or trustee has been appointed in respect of the operations of the Registered Processor;

h) there are any amounts owing by the Registered Processor to the Authority under the Program, and the Registered Processor has failed or otherwise has neglected to pay;

i) the Authority has suffered any losses, costs, expenses, or damages as a result of the Registered Processor's registration with the Authority, its participation in the Program, or the acts or omissions of the Registered Processor generally;

j) the Authority requires the Registered Processor to indemnify it under this Program.

k) the Registered Processor fails to maintain insurance required under this Program; or

l) the Authority determines the Registered Processor is unable to liquidate its inventory of EOL Solar.

6.2. Where the Authority requires security to be forfeited, the Authority shall give written notice of the decision to the Registered Processor.

6.3. Prior to allowing continuing participation under this Program by a Registered Processor after security has been forfeited, the Registered Processor will be required to provide the Authority new security in an amount required under this Program.

7. Failure to Comply

7.1. Failure to comply with the posting of security requirement will result in no further payments being made to the Registered Processor under the Program.

SCHEDULE "G"

ACCOUNTS PAYABLE SCHEDULE

Applications for Incentives must be submitted in the format and manner required by the Authority. This schedule identifies the Processor claim Incentive Payment dates, and the corresponding deadlines for submission by Registered Processors of their application for Incentives (the "Processor Claim Due Date").

Payment for claim submissions received later than these deadlines, incomplete, and/or with errors, or where requests for backup documentation are not responded to within five (5) business days, will be delayed.

- The **Processor Claim Due Date** is the sixth (6th) business day of the following month (e.g., the April claim is due on the sixth business day of May).

- The **Incentive Payment Date** is the 15th of the month (e.g., the April claim Incentive Payment Date is the 15th of June).

Registered Processors are not required to wait until the Processor Claim Due Date to submit Incentive claims. The Authority recommends that Registered Processors submit their Incentive claims to the Authority for review and approval as early as they are able to submit a complete and accurate claim.

If Processors are not submitting a claim for a particular month, they must notify the Authority by the corresponding Processor Claim Due Date.

Payments are subject to the Authority's right to withhold, delay or reduce any particular Incentive payment.

If an Incentive Payment Date falls on a weekend or statutory holiday in the Province of Alberta, the Incentive Payment Date will be the previous business day.

The Authority requires that all claim submissions for the fiscal year (ending March 31st) must be submitted by the following Processor Claim Due Date in order to receive Incentive payments.

SCHEDULE "H"

PROGRAM SPONSORED PROJECTS

The Authority, from time to time, may require the participation of the Registered Processor in various Program sponsored projects. These projects may be developed in support of the Authority's strategic business plan or in order to meet the key goals and annual performance measures of the Program.

The following list identifies the projects identified for Registered Processor participation. Registered Processors will be informed by the Authority of the specific requirements and timelines associated with the project(s). The Authority may engage a third party to conduct the project on its behalf. Projects may include, but are not limited to:

1. Processor Compliance (Environmental, Health and Safety) Audits (Processors and/or Downstream Processors)
2. Annual Average Weights Study
3. Sustainability Review of Registered Processors.

The list of Program sponsored projects may change at the discretion of the Authority. Registered Processors will be advised of any changes to their required participation.