





## TABLE OF CONTENTS

---

INTRODUCTION .....	3
PURPOSE OF THE ORGANIZATION .....	4
CURRENT MEMBERS .....	5
NOT-FOR-PROFIT, FOR-PROFIT & THE COMPETITION ACT .....	6
MOTO CANADA™ MEMBER BENEFITS .....	7
MEMBER PARTICIPATION .....	8
PAYMENTS AND FEES .....	8
PROCEDURE FOR MEMBERSHIP .....	9
MEMBERSHIP APPLICATION .....	10-13
MOTO CANADA POLICY ON DISCLOSURE OF INDUSTRY STATISTICS .....	14
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT .....	14-16



## INTRODUCTION

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Welcome to MOTO CANADA. As a member of MOTO CANADA, you will become part of Canada's leading powersport industry organization representing a culture that is respected and valued across the country and around the world.

Founded in 1971 as the Motorcycle Industry Import Committee and later including the Motorcycle and Moped Industry Council and the Canadian Off Highway Vehicle Industry Council, MOTO CANADA was created as a not-for-profit organization representing the interests of the manufacturers and distributors of motorcycles, mopeds, scooters, all-terrain vehicles, side-by-sides and related industries in Canada. We work every day to promote the positive and responsible sale and use of these vehicles in every jurisdiction in Canada and we welcome new members to join our organization.

In short, we exist so Canadians can ride. We look forward to working with you moving forward.

Thank you for your interest in our industry.

Sincerely,

A handwritten signature in blue ink that reads "L French".

Landon French  
President  
MOTO CANADA



## PURPOSE OF THE ORGANIZATION

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### MOTO CANADA

**We exist so Canadians can ride.**

**At MOTO CANADA, our mission is to represent the interests of powersports in Canada.**

We do this by complementing members activities to enhance ridership, helping members responsibly and successfully operate in Canada and we provide objective industry thought leadership and information.

### **How We Work**

We work directly with member companies to help Canadians ride every day through government advocacy at all levels, public communications and marketing, technical standards and reporting, collaboration with other like-minded organizations, market statistics and research, and support for rider communities.

### **What We Represent**

Our members produce and distribute the world's leading brands of motorcycles, scooters, ATVs and Side by Sides. We also understand that these vehicles come in a variety of sizes, formats and features and we work to pave the way for these vehicles and the vehicles of the future.



## CURRENT MEMBERS

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## **NOT-FOR-PROFIT, FOR-PROFIT & THE COMPETITION ACT**

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### **Not-For-Profit v. For-Profit**

MOTO CANADA is a not-for-profit entity registered federally in Canada under the federal Not for Profit Act, with one class of Members. Under MOTO CANADA, all members are part of the executive in addition to the non-member President & Chief Executive Officer. The organizations are not registered charities and are free to conduct the same business activities as business corporations. The proceeds from their activities are re-invested in the organization.

### **Relationship to MOTO CANADA CONNECT (8061246 Canada Inc.)**

Staff of MOTO CANADA also work for MOTO CANADA CONNECT.

### **Abiding by the Competition Act**

MOTO CANADA is a trade association and is therefore subject to the Canadian Competition Act. Trade associations bring together people who work for or own businesses that have common goals and interests. This provides association members with the opportunity to discuss topics such as industry challenges and business development ideas. Because of this, trade associations and their members need to be aware of how these discussions carry a risk of violating the Competition Act, which includes provisions that prohibit activities such as bidrigging, price-fixing, and other anti-competitive practices.

Violations of the Act can have serious consequences for both associations and members, which is why everyone involved in MOTO CANADA has a responsibility to stay informed and ensure compliance with the Act.



## MOTO CANADA MEMBER BENEFITS

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MOTO CANADA provides a wide range of services and benefits to manufacturers and distributors of ATVs, off-road motorcycles and ROV side-by-side vehicles in Canada (collectively referred to as OHVs). MOTO CANADA provides direction, policies, benefits, and services not available from any other source and at greatly reduced costs to the member companies.

### **These Services and Benefits Include:**

1. Monthly wholesale and retail motorcycle/scooter/ATV & side x side sales statistics. The organizations collects and collates data, providing it to members in an agreed-upon format for easy mapping and analysis of sales;
2. Annual comparative and trending sales data and annual report for members - the Motorcycle and ATV Industry Statistics Report.
3. On-going federal and provincial government relations on behalf of the member companies on policy and legislative initiatives across Canada.
4. Tracking and reporting national and international powersport equipment manufacturing standards, test procedures and compliance regulations.
5. In-house expert guidance and education on compliance issues to member companies.
6. Tracking and reporting national and provincial environmental requirements for powersports and their component parts.
7. Federal and provincial policy and regulatory submissions on issues that affect the industry on behalf of member companies.
8. Regular updates on operator licensing, equipment, and insurance requirements for street legal vehicles in each province and territory.
9. Distribution of safety materials while working with stakeholder groups to positively influence the image of riders.
10. Promoting a positive image of the industry and MOTO CANADA member companies.
11. Possible discounts on show exhibit space at the industry-owned Motorcycle and Powersports Shows in cities such as Toronto, Calgary, Vancouver, Edmonton, Montreal and Quebec City.



## MEMBER PARTICIPATION

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### Committees, Meetings and Time Commitment

MOTO CANADA hosts Board meetings quarterly and each Member appoints a senior executive to sit as a Member of the Board. Members are welcome to attend in person at the Markham Office, or by video call. One meeting per year will be in person to discuss strategic direction and progress. Other meetings may be scheduled as required. Board members will be called upon from time to time to sit on sub-committees, or act as Chair, Vice-Chair or Secretary of the Board. Board members must act in the best interests of MOTO CANADA to fulfil their fiduciary responsibilities to the organization.

Other employees from member organizations may be invited to participate in organization projects or committees such as the Technical Committee or Marketing Committee.

## PAYMENTS AND FEES

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The fee structure for members of MOTO CANADA is based on three elements: annual dues; a per unit wholesale amount; and a wholesale dollar amount based on each company's percentage of total wholesale dollar sales. There is also a per unit fee on street legal motorcycles and scooters to financially support the Motorcyclists Confederation of Canada (MCC) and a per unit fee for off highway vehicles to support motorized trail organizations across Canada.

Member company fees are reviewed and approved each year by the Board of Directors during the budget process. The fiscal year of MOTO CANADA is from January 1st to December 31st.





## PROCEDURE FOR MEMBERSHIP

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### **Prospective Members are Required to Follow these Steps to Becoming a Member**

1. Review membership package
2. Complete and sign Confidentiality & Non-Disclosure Agreement
3. Complete and sign the Membership Application
4. Submit Confidentiality & Non-Disclosure Agreement and Membership Application (Appendix A) by email to: [Lfrench@motocanada.com](mailto:Lfrench@motocanada.com)
5. Once complete and submitted, the President will put forward your application to the appropriate board at the next board meeting (usually held quarterly).
6. If the board members have questions or concerns, they will be communicated to the company in writing for a response.
7. If there are no questions or concerns, a board member will nominate the prospective member company for membership which will be then put to a vote. Once passed, the company will become a member with all the rights, privileges, and obligations membership entails.

### **Membership is Available Under the Following Terms**

1. A prospective member must be a firm or corporation regularly engaged in the Canadian manufacturing, importing and/or distribution of on-road motorcycles, mopeds, scooters, ATV/ROV/side-by-side/UTV for MOTO CANADA.
2. New members must have been operating in the Canadian motorcycle/ATV/ROV/side-by-side/ UTV business for at least two years. New members must demonstrate a history of good and ethical business practices with a current or future financial interest in the Canadian motorcycle/ATV/ROV/side-by-side/ UTV industry.
3. To protect the investment and interest of current members, new members must commit to submit industry sales data for one year before having access to the sales data of all members or submit a bond of \$25,000 for one year.



## MEMBERSHIP APPLICATION

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### Membership Eligibility

MOTO CANADA has one board and one class of membership who are all voting members. Membership applications are reviewed by the MOTO CANADA Board of Directors.

### Criteria For Membership

1. A firm or corporation regularly engaged in the Canadian manufacturing, importing and/or distribution of on-road motorcycles, mopeds and scooters, and ATV/ROV/side-by-side/UTV
2. Have been in the Canadian motorcycle/ATV/ROV/side-by-side/UTV business for at least two years;  
and
3. Maintain a history of good business ethics with a current or future financial interest in the motorcycle/ATV/ROV/side-by-side/UTV industry.

### Applicant Profile Company

Company Name

Primary Contact

Title

E-mail

Street Address

City

Province / State

ZIP/Postal Code

Country

Office Phone

Mobile Phone

Company Web Site(s)

Address of Corporate Head Office

Mailing Address (if different)

### Accounting Contact

Name

Accounting E-mail

Name and company who referred you to MOTO CANADA



## MEMBERSHIP APPLICATION

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### Type of Business (check primary business and others that apply):

- Motorcycle Manufacturer / Distributor
- Aftermarket Manufacturer / Distributor
- Investment Analyst Insurance / Finance
- Publication / Media
- Advertising or Public Relations Agency
- Professional Services / Consulting
- Dealer / Retailer
- Other (please specify)

### Which Best Describes Your Company?

- Publicly Traded Corporation
- Closely Held Corporation
- Limited Liability Company (LLC)
- Partnership
- Sole / Individual Ownership
- Other (please specify)

Attach a list of your motorcycle/moped/scooter/ATV/ROV/side-by-side/UTV products/services provided in Canada. Please include marketing information on these vehicles.

**Years in motorcycle/moped/scooter/ATV/ROV/side-by-side/UTV related business in Canada.**

**Approximate number of employees in Canada including cities of facilities.**

**Roughly, what percentage of your total Canadian business revenue is from motorcycle/moped/scooter/ATV/ROV/side-by-side/UTV related sales and services?**



## MEMBERSHIP APPLICATION

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**Approximately, what % of your motorcycle/ATV/ROV/side-by-side/UTV related revenue is from sales to:**

- Motorcycle/ATV/ROV/side-by-side/UTV Wholesale Distributors \_\_\_\_\_%
- Motorcycle/ATV/ROV/side-by-side/UTV Retail Outlets \_\_\_\_\_ %
- Direct to Consumers \_\_\_\_\_ %
- Other (Please describe)

**Where are your motorcycle/ATV/ROV/side-by-side/UTV related products manufactured or imported from? (Check all that apply)**

- No. America
- So. America
- Europe
- Australia/Pacific
- Asia
- Africa

**To the best of your knowledge, is your company in substantive compliance with applicable federal and provincial standards and requirements?**

- Yes                       No

**Is your company willing to submit the required sales data for one year before receiving member sales data?**

- Yes                       No

**Is your company willing to submit a bond of \$50,000 for one year to guarantee compliance with MOTO CANADA by-laws and policies?**

- Yes                       No



## MEMBERSHIP APPLICATION

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**Please tell us why you wish to join MOTO CANADA**

By signing this application, the prospective member's authorized representative is 1) representing that all of the information provided is true and accurate; and 2) acknowledging that the Board of Directors is relying on the truth and accuracy of this application and that membership may be denied or terminated if it is determined that the information provided is not true and accurate. Sign Application.

**AUTHORIZED BY:**

Signature

Title

Corporation

Date



## **MOTO CANADA POLICY ON DISCLOSURE OF INDUSTRY STATISTICS**

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### **Overview:**

Industry statistical data is privileged and confidential information that Members subscribe to through their paid fees. Members provide proprietary unit sales data to MOTO CANADA under the condition of confidentiality of its use. The statistics reports that MOTO CANADA produces have significant value to members. Undefined disclosure could, and most likely would, reduce the value of the confidential unit sales data and result in expulsion from the organization.

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

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THIS CONFIDENTIALITY AGREEMENT is entered into between MOTO CANADA and the Director of the corporation or an Advisor to the Board or an attendee at a meeting of the corporation who is identified by name and signature at the end of this Confidentiality Agreement.

### **Condition of Board Membership and or Attendance at Board Meetings:**

It is a condition of membership on the Board of Directors and or attendance at a Board of Directors' meeting that all information presented by the corporation, their officers, agents, staff and independent contractors shall be regarded as privileged and strictly confidential and may not be disclosed, published, distributed or released, directly or indirectly, in whole or in part, to any person or entity other than to the employees of the Shareholder, if said Shareholder is also an OEM Member of MOTO CANADA, without the prior express consent in writing of the Chairperson or President of the corporation.

Any breach of the aforementioned requirement shall be sufficient cause for the Board of Directors to terminate a membership on the Board of Directors or prohibit future attendance at Board meetings without further notice to the Director. The failure of the Board of Directors to exercise the right granted to it herein, upon the occurrence of the contingencies set forth above shall not in any event constitute a waiver of any such rights upon the recurrence of any such contingency or contingencies.



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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### Agreement

The undersigned Director/Advisor representative hereby reaffirms his/her agreement to uphold both the principle and practice of not disclosing confidential information that relates to the corporation and acknowledges that he/she understands the potential consequences of breaching the confidentiality provisions.

This Confidentiality and Non-Disclosure Agreement is subject to the terms and conditions in Schedule A which is appended to and forms part hereof.

President

Signature

Print name

Print name

Corporation Name

Corporation Name

Date

Date



# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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## Schedule A Confidentiality and Non-Disclosure Agreement

1. Nothing contained herein shall in any way restrict or impair the Director's right to use, disclose or otherwise deal in information which:
  - a. At the time of disclosure to Director is in the public domain, as evidenced by written publication.
  - b. After disclosure to the Director becomes part of the public domain by written publication through no fault of the Director.
  - c. The Director can demonstrate was in his/her possession prior to the time of disclosure to him/her and was not acquired, directly or indirectly, from any person, firm or corporation acting on behalf of the company;
  - d. The Director can show was acquired by him/her independently, after disclosure hereunder, from a third party without breach of any agreement or violation of law;
  - e. The Director is required by law to disclose.
2. Disclosure of confidential information shall not be precluded if it is in response to a valid order of a court or other governmental body of Canada or any political subdivision thereof or is otherwise required to be disclosed by law; provided, however, that the Director shall first have given written notice to the company so that the company may seek an appropriate protective order.
3. The Director shall use at least as great a standard of care in protecting the confidential information as he/she uses to protect his/her own information of like character, but in any event not less than a reasonable degree of care; shall use such confidential information only for the purposes described by the company when the confidential information was disclosed to the Director; and shall return or destroy all such confidential information upon request of the company.
4. The provisions of this Confidentiality Agreement, including the obligation to protect received confidential information, shall survive and continue for five (5) years after the Director cease to be a director of the company.
5. No modifications of the Confidentiality Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the party against whom it is sought to be enforced. Failure by the Director or the company to require the other party's performance of any of the terms of this Confidentiality Agreement or waiver by either party shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.
6. The invalidity or unenforceability of any provision or aspect of the Confidentiality Agreement shall not affect the validity or enforceability of any other provision or aspect of this Confidentiality Agreement which shall continue in full force and affect.
7. This Confidentiality Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, to whose courts and jurisdiction the Parties hereby attorn to resolve any controversy or claim of whatever nature arising out of or related to this Confidentiality Agreement or any alleged breach of it.