

Lindsay Vincelli for / pour
REGISTRAR / REGISTRAIRE

THE COMPETITION TRIBUNAL

OTTAWA, ONT.

Doc. #2

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34;

AND IN THE MATTER OF a Consent Agreement pursuant to section 74.12 of the *Competition Act* with respect to certain marketing practices of the Respondent under paragraph 74.01(1)(a) of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

– and –

KEURIG CANADA INC.

Respondent

CONSENT AGREEMENT

WHEREAS the Commissioner of Competition (the “**Commissioner**”) is responsible for the administration and enforcement of the *Competition Act* (the “**Act**”);

AND WHEREAS Keurig Canada Inc. is a company incorporated pursuant to the laws of New Brunswick, and is a subsidiary of Keurig Dr. Pepper Inc., a Delaware corporation;

AND WHEREAS the Respondent Keurig Canada Inc. manufactures and sells beverage brewing systems and single-serve single-use beverage capsules known as K-Cup pods;

AND WHEREAS the Respondent sells its brewing systems and K-Cup pods directly to consumers and to third-party resellers throughout Canada;

AND WHEREAS the Respondent has made, and continues to make, certain recycling-related representations to the public throughout Canada in order to promote the use of K-Cup pods and its brewing systems;

AND WHEREAS the Respondent has made, and continues to make, these representations through text and logos on the K-Cup pods, on the packaging of the K-Cup pods, on its websites, and in social media;

AND WHEREAS certain of the Respondent's recycling-related representations relate to the recyclability of K-Cup pods (the "**Recyclable Representations**");

AND WHEREAS the Commissioner has concluded that the Recyclable Representations create the general impression that K-Cup pods are recyclable in each location where those representations are being made to the public;

AND WHEREAS in Canada, municipalities generally have jurisdiction over recycling programs, and such programs vary between municipalities;

AND WHEREAS municipalities may change their policies from time to time regarding the types of materials and products that they will accept for recycling;

AND WHEREAS the Respondent has advised the Commissioner that before making the Recyclable Representations, and after investing significant time and resources, including consulting with certain waste management firms, the Respondent changed the material used in K-Cup pods to polypropylene, a plastic that is widely accepted in municipal recycling programs in Canada;

AND WHEREAS the Commissioner has concluded that, notwithstanding that K-Cup pods are made of polypropylene, they are not currently widely accepted for recycling in municipal residential recycling programs outside of the provinces of British Columbia and Quebec;

AND WHEREAS the Canadian Standards Association published a best practices guide in partnership with the Commissioner in June 2008 entitled *Environmental claims: A guide for industry and advertisers*, which was archived by the Commissioner on November 4, 2021, and may not reflect the Bureau's current policies or practices, nor does the Commissioner consider that it reflects the latest standards and evolving environmental concerns;

AND WHEREAS the Commissioner has concluded that the Respondent's Recyclable Representations do not meet the practices for recyclability claims as articulated in the *Environmental claims: A guide for industry and advertisers* in any event;

AND WHEREAS the Commissioner has concluded that the Respondent's Recyclable Representations are false or misleading in a material respect in locations where the K-Cup pods are not in fact recyclable in municipal recycling programs;

AND WHEREAS, without limiting its obligations under the Act or this Agreement, the Respondent will, in the timelines contemplated in this Agreement, ensure that in locations where K-Cup pods are not recyclable in municipal recycling programs its Recyclable Representations refer to K-Cup pods as "recyclable in select locations" or "recyclables dans certains endroits" and that any such representation be directly accompanied by prominently displayed qualifying language adjacent to the representation indicating "may not be recyclable in your area" or "pourrait ne pas être recyclable dans votre région";

AND WHEREAS certain of the Respondent's recycling-related representations relate to the preparation of K-Cup pods for recycling (the "**Disposal Representations**");

AND WHEREAS the Commissioner has concluded that the Disposal Representations create the general impression that consumers can prepare K-Cup pods for recycling in their own municipalities by peeling the lid off and emptying out the coffee grounds before putting a K-Cup pod in their recycling containers;

AND WHEREAS the Commissioner has concluded that certain municipalities that do accept and encourage recycling of K-Cup pods in their residential recycling programs instruct residents to take additional steps not described in the Disposal Representations in order to prepare K-Cup pods for recycling;

AND WHEREAS the Commissioner has concluded that the Respondent's Disposal Representations are false or misleading in a material respect wherever additional steps are required to properly prepare K-Cup pods for recycling;

AND WHEREAS without limiting its obligations under the Act or this Agreement, the Respondent will, in the timelines contemplated in this Agreement, ensure that representations made in locations where additional steps are required for preparation of K-Cup pods for municipal recycling programs that relate to the preparation of K-Cup pods for recycling are directly accompanied by prominently displayed qualifying language adjacent to the representation indicating "Some municipalities require additional steps." or "Certaines municipalités exigent des étapes supplémentaires.";

AND WHEREAS the Commissioner has advised the Respondent that the placement of a third-party "How2Recycle.info" graphic and associated language solely on the bottom of the K-Cup pod packaging would remain acceptable;

AND WHEREAS the Commissioner has concluded that the Respondent has engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS the Respondent has advised the Commissioner that it began to make changes to its Recycling Representations prior to the Commissioner sharing the Commissioner's conclusions with the Respondent;

AND WHEREAS the Respondent has advised the Commissioner that the Recyclable Representations and the Disposal Representations are made on the packaging of approximately 269 different stock-keeping units ("**SKU's**") made available by the Respondent and the Respondent's partners;

AND WHEREAS the Respondent has advised the Commissioner that revisions to the Representations will require new packaging for millions of Products, affecting both the Respondent's Products as well as those made available by the Respondent's partners;

AND WHEREAS under the terms of the Consent Agreement, Respondent will correct all of the Representations on all packages and K-Cup pods as necessary, starting with the highest-volume products;

AND WHEREAS the Respondent recognizes the importance that many consumers place on recycling and sustainability for the protection of the environment;

AND WHEREAS the Respondent has advised the Commissioner that the Respondent has taken, and continues to take steps to encourage more municipalities in Canada to accept its K-Cup pods for recycling in their recycling programs;

AND WHEREAS the Respondent has advised the Commissioner that it is committed to continuing to advance K-Cup pod recycling in Canada;

AND WHEREAS the Commissioner is aware, and has been advised by the Respondent, that certain recycling programs in Canada are evolving, which may positively impact the recyclability of K-Cup pods in various municipalities in the near term;

AND WHEREAS the Respondent is committed to compliance with the Act generally, and the deceptive marketing practices provisions specifically;

AND WHEREAS the Commissioner acknowledges that the Respondent cooperated fully with the Commissioner's inquiry;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that, for the purposes of this Agreement only, including the execution, registration, enforcement, variation or rescission of this Agreement, and subject to paragraph 20 of this Agreement, the Respondent does not contest the Commissioner's conclusions but does not agree with the Commissioner's conclusions. Nothing about or in this Agreement shall constitute or be taken as an admission or acceptance by the Respondent of any facts, wrongdoing, liability, submissions, legal argument or conclusions, or derogate from any rights or defences of the Respondent, for any other purpose or proceeding;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that the matters addressed herein relate solely to proceedings in Canada, and nothing contained herein shall be construed as any admission or acceptance in these or other proceedings, including with respect to any alleged conduct of the Respondent outside Canada. Moreover, nothing in this Agreement is intended to apply to, or affect, the Respondent's conduct or obligations in any jurisdiction outside Canada;

AND WHEREAS the Parties are satisfied that this matter can be resolved with the registration of this Agreement which, upon registration, shall have the same force and effect as an order of the Tribunal;

NOW THEREFORE in order to resolve the Commissioner's concerns, the Parties hereby agree as follows:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - a. "**Act**" means the *Competition Act*, R.S.C. 1985, c. C-34;
 - b. "**Agreement**" means this Consent Agreement entered into by the Parties pursuant to section 74.12 of the Act;
 - c. "**Commissioner**" means the Commissioner of Competition appointed pursuant to section 7 of the Act, and his or her authorized representatives;
 - d. "**Compliance Program**" has the meaning set out in Part V of this Agreement;
 - e. "**Execution Date**" means the date on which the Agreement has been signed by both Parties and registered with the Tribunal;
 - f. "**Interpretation Act**" means the *Interpretation Act*, R.S.C. 1985, c. I-21;

- g. **“Marketing Personnel”** means any directors, officers or employees of the Respondent and Senior Management of the Respondent who are materially involved in the marketing or promotion of beverage brewing systems and single-serve single-use beverage capsules in Canada, including those involved in the creation, design and implementation of websites and online platforms used to market or promote same;
- h. **“Parties”** means the Commissioner and the Respondent collectively, and **“Party”** means any one of them;
- i. **“Product”** means the single-use, single-serve beverage capsules commonly referred to as K-Cup pods sold or marketed to the public in Canada by, on behalf of, or in partnership with the Respondent;
- j. **“Representation”** means any and all representations, in any form whatever, made, caused to be made, or permitted to be made to the public after the Execution Date by or on behalf of the Respondent relating to the Product;
- k. **“Respondent”** means Keurig Canada Inc., a corporation amalgamated and continued pursuant to the laws of New Brunswick, its subsidiaries, and its successors and assigns;
- l. **“Senior Management”** means the members of Respondent’s current and future Canadian Leadership Team;
- m. **“Tribunal”** means the Competition Tribunal established by the *Competition Tribunal Act*, R.S.C. 1985, c. 19 (2nd Supp.); and
- n. **“Website”** means any website owned, controlled or operated by or on behalf of the Respondent that makes Representations.

II. **COMPLIANCE WITH PARAGRAPH 74.01(1)(a) OF THE ACT**

- 2. Except as provided in paragraph 3 below, within 45 days of the Execution Date, the Respondent shall ensure the Representations comply with paragraph 74.01(1)(a) of the Act.
- 3. With respect to Representations made on packaging, within 60 days of the Execution Date, the Respondent shall create new templates for all K-Cup pod packaging as necessary, and the Respondent shall cause the packaging for its K-Cup pods and brewers to comply with paragraph 74.01(1)(a) of the Act in the time periods set out in Confidential Appendix A attached hereto.
- 4. Without limiting the generality of paragraphs 2 and 3, within the time periods contemplated by those paragraphs:
 - a. the Respondent shall not make, cause to be made, or permit to be made on its behalf, any Representation to the public in Canada that creates a materially false or misleading general impression relating to the recyclability of any Product; and

- b. the Respondent shall not make, cause to be made, or permit to be made on its behalf any Representation to the public in Canada that creates a materially false or misleading general impression about the ease of preparing any Products for recycling.

III. PAYMENTS

ADMINISTRATIVE MONETARY PENALTY

5. The Respondent shall pay an administrative monetary penalty in the amount of \$3,000,000.

PAYMENTS IN ADDITION TO ADMINISTRATIVE MONETARY PENALTY

6. Within 12 months of the Execution Date the Respondent shall pay \$800,000 to a Canadian charitable organisation focused on environmental causes, to be approved by the Commissioner.

COSTS

7. The Respondent shall pay \$85,000 for costs incurred by the Commissioner during the course of his investigation into this matter.
8. The payments referred to in paragraphs 5 and 7 shall be made within 5 days after the Execution Date by the Respondent, by certified cheque or by wire transfer payable to the Receiver General for Canada.
9. The payment referred to in paragraph 6 shall be made within 30 days after agreement between the Parties as to an appropriate charitable organisation.

IV. CORRECTIVE NOTICE

10. The Respondent shall within 45 days of the Execution Date publish the Corrective Notices described in Appendix B, attached hereto, in accordance with the parameters set out in Appendix C, attached hereto.

V. CORPORATE COMPLIANCE PROGRAM

11. Within 90 days after the Execution Date, the Respondent shall, as necessary, enhance and thereafter maintain its corporate compliance program with respect to the Act ("**Compliance Program**"), the goal of which will be to promote the compliance of the

Respondent with the Act generally, and Part VII.1 of the Act specifically. The Compliance Program shall be framed and implemented in a manner consistent with the Commissioner's bulletin titled "Corporate Compliance Programs", as published on the Competition Bureau's website at www.competitionbureau.gc.ca on the Execution Date.

12. Within 21 days after the enhancement of its Compliance Program pursuant to paragraph 11 above, each member of Senior Management shall acknowledge his or her commitment to the Compliance Program by signing and delivering to the Commissioner a commitment letter in the form set out in Appendix D of this Agreement. Any individual

that becomes a member of Senior Management, during the term of this Agreement, shall sign and deliver to the Commissioner a commitment letter in the form set out in Appendix D of this Agreement, within 21 Days of becoming a member of Senior Management.

VI. COMPLIANCE REPORTING AND MONITORING

13. During the term of this Agreement, (i) the Respondent shall provide a copy of this Agreement to all Marketing Personnel within 14 days after the date of registration of this Agreement, and (ii) all future Marketing Personnel will be provided with a copy of this Agreement within 14 days after his or her commencement of employment. Within 14 days after being provided with a copy of this Agreement, the Respondent shall secure from each such person a signed and dated statement acknowledging that he or she has read and understood this Agreement and Part VII.1 of the Act.
14. The Respondent shall provide the Commissioner written confirmation that all Marketing Personnel have received a copy of this Agreement, as required by paragraph 13, within 21 days after the registration of this Agreement.
15. For the purposes of monitoring compliance with this Agreement, the Respondent shall provide to the Commissioner information relating to any matters referred to in Parts II, IV and V of this Agreement that the Commissioner requests, within 30 days following receipt of a written request from the Commissioner.

VII. GENERAL

16. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery or registered mail to the Parties at the following addresses (notices may also be informally delivered by email to the attention of the persons identified below, but shall not be formally considered given if delivered by email):

(a) The Commissioner:

Commissioner of Competition
Competition Bureau Canada
Place du Portage, Phase 1
50 Victoria Street, 21st Floor
Gatineau, Quebec K1A 0C9

Attention: Deputy Commissioner of Competition, Cartels and Deceptive Marketing Practices Branch

Facsimile: 819-953-4792

Email: Josephine.palumbo@cb-bc.gc.ca

With a copy to:

Executive Director and Senior General Counsel
Competition Bureau Legal Services
Department of Justice Place du Portage, Phase 1
50 Victoria Street, 22nd Floor Gatineau, Quebec K1A 0C9

(b) The Respondent:

Keurig Canada Inc.
3700 Rue Jean-Rivard
Montreal, QC H1Z 4K3

Attention: Legal Department

With a copy to:

Sandra Forbes and Anita Banicevic
Davies Ward Phillips & Vineberg LLP
155 Wellington Street W
Toronto, ON M5V 3J7

17. This Agreement shall be binding for a period of 5 years following its registration with the Tribunal.
18. The Parties consent to the immediate registration of this Agreement with the Tribunal.
19. The Commissioner may, in his sole discretion and after informing the Respondent in writing, extend any of the time frames in Parts II, III, IV, V and VI of this Agreement. Should delays occur from factors beyond the Respondent's control, the Respondent shall promptly advise the Commissioner about the delays and the factors that have led to the delays, and seek an extension of time from the Commissioner, which extension of time shall not be unreasonably withheld.
20. Nothing in this Agreement precludes the Respondent or the Commissioner from bringing an application under section 74.13 of the Act. The Respondent will not, for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission, contest the Commissioner's conclusions.
21. The Respondent shall not make any public statement that contradicts the terms of this Agreement.
22. The Respondent attorns to the jurisdiction of the Tribunal for the purposes of this Agreement and any proceeding initiated by the Commissioner relating to this Agreement for variation or rescission.
23. In the event of a dispute as to the interpretation or application of this Agreement, either of the Parties shall be at liberty to apply to the Tribunal for an order or direction. In no event shall any dispute suspend any time period under the Agreement. The Parties agree that the Tribunal has jurisdiction to make such order as is required to give effect to this Agreement.

24. This Agreement may be executed in counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.
25. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*. For the purpose of this Agreement, the definition of “holiday” in the *Interpretation Act* shall include Saturday. For the purposes of determining time periods, the date of this Agreement is the last date on which it is executed by a Party. The undersigned hereby agree to the filing of this Agreement with the Tribunal for registration.

DATED at Montréal, in the Province of Quebec this 15th day of December, 2021.

[Original signed by Olivier Lemire]

Keurig Canada Inc.

Olivier Lemire, President

I have authority to bind the corporation.

DATED at Ottawa, in the Province of Ontario, this 22nd day of December, 2021.

[Original signed by Matthew Boswell]

Commissioner of Competition

Matthew Boswell

Commissioner of Competition

APPENDIX A
CONFIDENTIAL

[CONFIDENTIAL]

APPENDIX B

CORRECTIVE NOTICES

Short form corrective notice:

“Keurig K-Cup pods may not be recyclable in your area; check with your local municipality for more information”

”Les capsules K-Cup de Keurig pourraient ne pas être recyclables dans votre région, SVP consultez votre municipalité pour en savoir plus.”

Long form corrective notice:

[include Keurig logo/branding]

NOTICE BY KEURIG CANADA INC. REGARDING RECYCLABILITY OF K-CUP PODS

Keurig K-Cup pods may not be recyclable in your area. Please check with your local municipality to find out how you should properly dispose of K-Cup pods.

Keurig Canada has reached a settlement with the Competition Bureau Canada to resolve the Bureau’s concerns under the deceptive marketing practices provisions of the *Competition Act* about Keurig Canada’s claims about the recyclability of Keurig® K-Cup® pods. The Competition Bureau concluded that the claims create the impression that the pods can be recycled in each municipality where the claims are made. However, the K-Cup® pods are not widely recycled in municipal recycling programs outside of British Columbia and Quebec.

As part of the settlement, Keurig has agreed to make changes to the packaging of K-Cup® pods and brewers as well as its advertisements going forward. Canadian consumers need to be aware that K-Cup® pods are only recyclable in select locations and are therefore encouraged to check with their local program to find out if the K-Cup® pods are recyclable, and if they are, then how to recycle them.

Additional information about the settlement with the Competition Bureau Canada is available to the public at *. As part of the settlement, Keurig Canada has also agreed to pay an administrative monetary penalty and make a donation to an environmental charity.

APPENDIX C

PARAMETERS FOR CORRECTIVE NOTICES

The corrective notices described in Appendix B shall be published as described below. For clarity, corrective notices shall continue in the described frequency until four weeks after such time as Representations on the packaging of K-Cup pods being shipped by the Respondent to its customers representing 80% of the volume of K-Cup pods sold, as measured on an annualized basis, are in compliance with paragraph 74.01(1)(a) of the Act (the “**Transition Period**”).

Short form corrective notice:

For the purposes of paragraph 10 of the Agreement, the media in which the Respondent shall publish the “short form” notice in Appendix B of the agreement include the following:

Social Media:

1. Twitter, on a monthly basis in English and French languages during the Transition Period, with the entire message appearing in each such tweet;
2. Facebook, via a wall post with the entire message showing above the “see more” feature, on a monthly basis in English and French languages, with a link to the long form notice hosted on keurig.ca during the Transition Period; and
3. Instagram, as an image of text containing the entire message such that the text fills the width of the image, on a monthly basis in English and French languages with a link to the long form notice hosted on keurig.ca as the caption during the Transition Period.

Keurig.ca:

The Respondent shall maintain a short form notice, in a prominent position on its website at keurig.ca to attract the attention of the visitor, in both English and French which links to the dedicated page hosting the long form notice described below. This link shall appear on all pages, in the same position at the top of each webpage under the keurig.ca domain during the Transition Period.

Digital Editions of Daily Newspapers

The Respondent shall publish the short form notice, in a prominent position in the digital editions of the National Daily Newspapers and Local Daily Newspapers described below, which have digital editions.

Such short form notices shall be published in each digital edition on three separate occasions, at a frequency equivalent to a consecutive 24-hour period once every twelve weeks, commencing the third week after the Execution Date, and shall:

- reside in an available space on the relevant website, and, where available, the notice shall be above the fold, such that it is visible without the viewer being required to scroll down;
- occupy a space not less than 250 pixels by 250 pixels;
- link to the long form notice hosted on Keurig.ca; and
- shall be targeted to general population over the age of 18, and not targeted by any other apparent profiling characteristic.

Long form corrective notice:

For the purposes of paragraph 10 of this Agreement, the media in which the Respondent shall publish the “long form” notice in Appendix B of the Agreement include the following:

Keurig.ca:

The Respondent shall publish the long form corrective notice on a dedicated webpage linked from its main landing page at keurig.ca and any successor website, and from any and all short form notices, as described above. Such publication shall persist on the webpage and the link shall remain active during the Transition Period. The notice published on such dedicated webpage shall include:

- the title in bold, capitalized letters, not less than 26-point font;
- the subtitle in bold, not less than 21-point font; and
- the body in not less than 16-point font.

National Daily Newspapers:

The Respondent shall publish the long form notice in each of two National Daily Newspapers, in their respective Saturday editions, on three separate occasions, at a frequency of once every twelve weeks, commencing with the second Saturday edition after the Execution Date.

The notices published in National Daily Newspapers shall have the following properties:

- reside within:
 - the first four pages of the “News” section (or equivalent);
 - the first five pages of the “Business” section (or equivalent); or
 - the first three pages of the most relevant “Lifestyle” section (e.g. environment, lifestyle, food);
- occupy an area not less than 14,254mm²;
- be bound by a 1-point solid border and 2mm whitespace margin;
- have its title set in bold, capitalized, not less than 12 point font (or equivalent pica) followed by two carriage returns as in Appendix B;
- have its subtitle set in bold, red (as available), not less than 12 point font (or equivalent pica) followed by two carriage returns as in Appendix B; and
- have its body set in not less than 10 point font (or equivalent pica).

For the purposes of these notices, National Daily Newspapers mean the following publications:

The Globe and Mail
National Post

Local Daily Newspapers:

The Respondent shall publish the long form notice in each of twenty-two Local Daily Newspapers, in their respective Saturday editions, on three separate occasions, at a frequency of once every twelve weeks during the Transition Period, commencing with the third Saturday edition after the Execution Date.

The notices published in Local Daily Newspapers shall have the following properties:

- reside within:
 - the first four pages of the “News” section (or equivalent);
 - the first five pages of the “Business” section (or equivalent); or
 - the first three pages of the most relevant “Lifestyle” section (e.g. environment, lifestyle, food);
- occupy an area not less than 14,055mm²;
- be bound by a 1-point solid border, and 2mm whitespace margins;
- have its title set in bold, capitalized, not less than 12 point font (or equivalent pica), followed by two carriage returns as in Appendix B;
- have its subtitle set in bold, red (as available), not less than 12 point font (or equivalent pica) followed by two carriage returns as in Appendix B; and

- have its body set in not less than 10 point font (or equivalent pica.

For the purposes of the notices, Local Daily Newspapers mean the following publications:

Calgary Herald (Calgary, AB)
The Edmonton Journal (Edmonton, AB)
The Leader-Post (Regina, SK)
The Star Phoenix (Saskatoon, SK)
Brandon Sun (Brandon, MB)
Winnipeg Free Press (Winnipeg, MB)
London Free Press (London, ON)
Ottawa Citizen (Ottawa, ON)
The Chronicle-Journal (Thunder Bay, ON)
The Spectator (Hamilton, ON)
The Toronto Star (Toronto, ON)
Waterloo Region Record (Waterloo, ON)
Le Journal de Montréal (Montréal, QC)
Le Journal de Québec (Québec, QC)
L'Acadie Nouvelle (Caraquet, NB)
NB Telegraph Journal (Saint John, NB)
The Daily Gleaner (Fredericton, NB)
Times Transcript (Moncton, NB)
Cape Breton Post (Sydney, NS)
The Chronicle Herald (Halifax, NS)
The Guardian (Charlottetown, PE)
The Telegram (St. John's, NL)

Email to consumers:

The Respondent shall, within 45 days of the Execution Date send an email containing the long form notice to its list of subscribers in its Keurig.ca database, including subscribers to the Keurig.ca newsletter. The email shall not be accompanied by any commercial messages. Its subject line shall contain the Short Form Notice in English, and its body shall contain the Long Form Notice only. Typical messages in the footer of commercial emails, such as links to unsubscribe, and contact information for the Respondent are permitted.

Brewing machines:

The Respondent shall within 45 days of the Execution Date, insert into, or cause to be inserted into, the packaging of all newly packaged brewing machines, which use the Product, manufactured or packaged under Respondent's direction, the long-form corrective notice.

Distribution of Electronic Communications:

For social media communications, the Keurig.ca notice, and the email to consumers, the Respondent may use geolocation techniques to refrain from sending or conveying corrective notices to individuals residing in areas where K-Cup pods are accepted for recycling in the municipal recycling program and such program does not require additional steps to prepare the K-Cup pods for recycling.

APPENDIX D

COMMITMENT BY SENIOR MANAGEMENT

RE: Commitment to Establishment and Maintenance of Compliance Program

Further to paragraph 12 of the Consent Agreement between the Commissioner of Competition and Keurig Canada Inc. (“**Keurig**”) dated **[DATE]**, I hereby commit to the successful implementation of the enhanced Corporate Compliance Program described in Part V of this Agreement, for the purpose of promoting compliance with the *Competition Act*, R.S.C. 1985 c. C34 (the “**Act**”), including the deceptive marketing practices provisions in Part VII.1 of the Act and specifically paragraph 74.01(1)(a) of the Act. I will take an active and visible role in the enhanced Keurig Corporate Compliance Program.

Sincerely,

[Name and title]

c.c. Deputy Commissioner, Deceptive Marketing Practices Directorate, Competition Bureau
Executive Director and Senior General Counsel, Competition Bureau Legal Services