



CONTRACT

BETWEEN THE DISTANCE SELLER, OPERATOR COMPARABLE TO A PRODUCER, E-COMMERCE PLATFORM ADMINISTRATOR OR APPOINTED AUTHORISED REPRESENTATIVE THEREOF AND THE PRODUCER ORGANISATION

1 PARTIES

Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator / Authorised Representative

and

Finnish Packaging Producers Ltd. (hereinafter the "Producer Organisation")

Hereinafter Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator / Authorised Representative also together "Parties" and separately "Party"

2 DEFINITIONS; TERMS AND CONDITIONS

The Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator joins the Contract either directly or through an Authorised Representative appointed by it. The Authorised Representative shall be identified in Section 3B and the signatory to the Contract in Section 7A or 7B.

The following definitions apply to this Contract, complementing the definitions laid out in the Terms and Conditions and constituting a part of the Terms and Conditions.

"Distance Seller" refers to individual producers established outside Finland who distance-sell products provided for in the currently valid Waste Act directly to users in Finland.

"Contract" refers to (i) the contract signed by an individual Distance Seller or its Authorised Representative; or (ii) the contract signed by the Operator Comparable to a Producer or its Authorised Representative; or (iii) the contract signed by the E-commerce Platform Administrator or its Authorised Representative.

"Terms and Conditions" refer to the currently valid terms and conditions applied to the Producer specified in the Terms and Conditions and the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator that signed this Agreement. The rights and obligations laid out in the Terms and Conditions are also applied to the Authorised Representative if the above-mentioned operator has appointed an Authorised Representative with an Authorisation Agreement. If the Authorised Representative is unable to fulfil the obligations and liabilities imposed by the Contract and the Terms and Conditions or neglects to fulfil them, the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator will be liable for them in all respects. The Terms and Conditions valid at the time of signing this Agreement are provided in Annex 1. The currently valid Terms and Conditions are available from Finnish Packaging Recycling RINKI Ltd's ("RINKI Ltd") website and constitute an essential part of this Contract.

"Producer Organisation" refers to the producer organisation identified in Section 1 and registered in the producer register provided for in the Waste Act.

"Operator Comparable to a Producer" refers to an operator established outside Finland that delivers products to producers established in Finland by other means than distance selling. The Operator Comparable to a Producer or its Authorised Representative shall upon request indicate the producers on whose behalf it is fulfilling producer responsibility obligations, Annex 3.

“Authorised Representative” refers to an authorised representative as referred to in the Waste Act and established in Finland, and which must in all cases be appointed with a written Authorisation Agreement and which assumes producer responsibility on behalf of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator in Finland and fulfils the obligations related to producer responsibility on its behalf.

“Authorisation Agreement” refers to the written agreement included as Annex 2 and signed by the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator and Authorised Representative.

“E-commerce Platform Administrator” refers to an e-commerce platform administrator, to which the distance sellers operating on its platform and listed in Annex 4 have given a written authorisation to fulfil the obligations of producer responsibility on their behalf.

For the sake of clarity, the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator or its Authorised Representative is referred to as “Producer” in the Terms and Conditions.

3 A DETAILS OF THE DISTANCE SELLER / OPERATOR COMPARABLE TO A PRODUCER / E-COMMERCE PLATFORM ADMINISTRATOR

(tick the box corresponding to the operator’s role, always enter the company details in Section 3 A, and only one contract per operator role)

Distance Seller

Operator Comparable to a Producer

E-commerce Platform Administrator

Company name:

Address:

Postal code:

City:

Country:

Business ID:

Contact person's name:

Contact person's telephone number:

Contact person's email:

3 B AUTHORISED REPRESENTATIVE'S DETAILS (AUTHORISED REPRESENTATIVE ESTABLISHED IN FINLAND)

(only complete if the operator specified in Section 3 A appoints an Authorised Representative)

Authorised Representative:

Address:

Postal code:

City:

Business ID:

Contact person's name:

Contact person's telephone number:

Contact person's email:

4 AUTHORISED REPRESENTATIVE

The Authorised Representative undertakes to comply with the Terms and Conditions and the requirements and obligations imposed on it by currently valid legislation, regulations and guidelines issued by the authorities, such as notifying the required parties of receiving the authorisation as well as changes to and withdrawal of the authorisation. The Authorised Representative has sole responsibility for ensuring that it has entered into a written and signed Authorisation Agreement and completed and signed Annex 2, as well as Annex 3 or Annex 4 if required, before signing this Contract. The Annexes shall be delivered to RINKI Ltd with the Contract at the latest.

5 OPERATOR COMPARABLE TO A PRODUCER

If the purpose of the Contract is to render an Operator Comparable to a Producer or its Authorised Representative responsible for producer responsibility obligations on behalf of a producer/producers established in Finland, the Operator Comparable to a Producer and its Authorised Representative shall ensure that they comply with the requirements and obligations laid out in currently valid legislation, regulations and guidelines issued by the authorities. Upon request, it shall provide RINKI Ltd with an up-to-date list (in Annex 3) of the producers established in Finland whose producer responsibility it is assuming.

6 E-COMMERCE PLATFORM ADMINISTRATOR

If the purpose of the Contract is to render an E-commerce Platform Administrator or its Authorised Representative responsible for producer responsibility on behalf of distance sellers operating on the platform, insofar as their products are being sold on the platform in question, the E-commerce Platform Administrator and its Authorised Representative shall ensure that they comply with the requirements and obligations laid out in currently valid legislation, regulations and guidelines issued by the authorities. It shall also ensure that RINKI Ltd annually receives an up-to-date list of those distance sellers who have authorised the E-commerce Platform Administrator to take care of their obligations under producer responsibility. Information on the current situation shall be provided upon signing the Contract, Annex 4.

7 SIGNATURES (SIGN THE CONTRACT IN EITHER SECTION 7A OR 7B)

This Contract and its Annexes constitutes the complete Contract between the Parties. The Parties commit to the Contact and Terms of Contract by signing it.

The contract is applicable between the Parties from _____ . The Producer Organisation has signed a separate agreement authorising Finnish Packaging Recycling RINKI Ltd ("RINKI LTD") to approve the Contract on its behalf. RINKI Ltd shall notify the Contract's signatory of the Contract's approval.

7 A Signature of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator:

Place and Date:

Company name:

Signature: _____

Name in block capitals:

OR

7 B Authorised Representative's signature (the Authorised Representative of the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator, who signs the Contract by virtue of the Authorisation Agreement):

Place and Date

Name of Authorised Representative:

Signature: _____

Name in block capitals:

Appendices:

APPENDIX 1	Terms and Conditions between the Producer and the Producer Organisation
APPENDIX 2	Authorisation Agreement
APPENDIX 3	Operator Comparable to a Producer, information (list) on producers established in Finland
APPENDIX 4	E-commerce Platform Administrator, information (list) on distance sellers

Please return the signed Contract complete with the required Annexes:

FINNISH PACKAGING RECYCLING RINKI LTD

Tynnyrintekijänkatu 1 C, 00580 Helsinki, Finland

Email: info@rinkiin.fi. Tel. +358 9 616 230 Business ID 1109694-1.

www.rinkiin.fi

THE TERMS OF CONTRACT BETWEEN THE PRODUCER AND THE PRODUCER ORGANISATION

1 TERMS OF CONTRACT

These Terms of Contract are an integral part of the Contract between the Producer and Finnish Packaging Producers Ltd.

2 DEFINITIONS

“Customer Fee” refers to the currently valid fee, determined annually by RINKI Ltd, which the Producer is required to pay to RINKI Ltd in accordance with the Terms of Contract (EUR / tonne). The Customer Fee covers tasks assigned to RINKI Ltd by the Producer Organisation in accordance with the regulations and these Terms of Contract. A Producer’s share of payment is determined by the Customer Fee and the packaging quantities the Producer has placed on the market. The Customer Fee, the minimum and maximum payments as well as any other fees, such as late payment fees, are in accordance with RINKI Ltd’s current price list. Value added tax is added to the fees in accordance with the provisions in force at the time. The price list is available on RINKI Ltd’s website and is published annually by the end of October.

“Recycling Fee” refers to the fee, determined by the Producer Organisation annually, which the Producer is required to pay to the Producer Organisation in accordance with the Terms of Contract (EUR / tonne). The Recycling Fee covers the costs arising from the legal provisions specified in paragraph 4 of the Terms of Contract. A Producer’s share of payment is determined by the Recycling Fee and the packaging quantities the Producer has placed on the market. The valid Recycling Fees are available on RINKI Ltd’s website. Value added tax is added to the fees in accordance with the provisions in force at the time. The fees are published annually by the end of October.

“Registration Fee” refers to the currently valid fee, determined annually by RINKI Ltd, which the Producer is required to pay to RINKI Ltd at the time of joining the system. The Registration Fee is determined in RINKI Ltd’s prevailing price list. Value added tax is added to the fees in accordance

with the provisions in force at the time. The price list is available on RINKI Ltd’s website, and it is published annually by the end of October.

“RINKI Ltd” refers to Finnish Packaging Recycling RINKI Ltd.

“Contract” refers to (i) a single contract signed by a single Producer with a turnover of EUR 1,000,000 or more per year; or (ii) a Joint Contract signed by a company/organisation entitled to sign a Joint Contract and which, in accordance with the Joint Contract, has been joined by Producers; or (iii) a single contract signed by a single Producer with a turnover of less than EUR 1,000,000 per year and is subject to these Terms of Contract, as appropriate, set out in detail in paragraph 9 of the Terms of Contract. The Contract with its appendices constitute the entire Contract between the parties.

“The Terms of Contract” refer to any contractual terms in force that apply in full to a Producer with a turnover of EUR 1,000,000 or more per year and, where applicable, as specified in paragraph 9 of the Terms of Contract, Producers with a turnover of less than EUR 1,000,000 per year.

“Producer” refers to, as defined in the Waste Act, (i) a packer or importer of packed products with a turnover of EUR 1,000,000 or more and that must, therefore, as provided in Chapter 6 of the Waste Act, comply with its statutory producer responsibility, and (ii) a packer or importer of a packed products with a turnover of less than EUR 1,000,000 and that does not, therefore, need to comply with Chapter 6 of the Waste Act, except for Section 52 of said act.

“Producer Organisation” refers to a Producer Organisation, as defined in paragraph 1, which is accepted for entry in the producer register referred to in the Waste Act.

“Joint Contract” refers to a Contract signed by a group or a central company, a chain organisation

or a franchisor that is a Producer and whose turnover is at least EUR 1,000,000 per year and that has the right, based on ownership, agreement or other authorisation, to represent companies/ organisations belonging to it that are Producers. A Joint Contract can be signed with a company regardless of the type of company.

3 PURPOSE OF THE TERMS OF CONTRACT

Under the Terms of Contract, a Producer with producer responsibility as determined in Section 6 of the Waste Act and/or a Producer with producer responsibility who has joined a Joint Contract transfers to the Producer Organisation producer responsibilities that are transferable in accordance with paragraph 4.

A producer with a turnover of less than EUR 1,000,000 per year undertakes to comply with these Terms of Contract, as appropriate, and as specified in paragraph 9 of the Terms of Contract.

4 PRODUCER RESPONSIBILITY

Producers with producer responsibility must arrange waste management for the product packaging they place on the market and are also responsible for the ensuing costs. A Producer with producer responsibility may transfer its producer responsibility to a Producer Organisation as provided in the Waste Act (646/2011), the Government Decree on Packaging and Packaging Waste (1029/2021) and as stipulated by the legislation in force at any given time.

A Producer may comply with its statutory producer responsibility by signing the Contract or by joining the Joint Contract. If a Producer signs the Contract or joins the Joint Contract, producer responsibility for packaging is transferred from the Producer to the Producer Organisation.

The transfer of responsibility is conditional on the Producer Organisation having been approved for entry in the waste management register in accordance with the Waste Act and on the notifying the competent authority that the Producer has signed the Contract or joined the Joint Contract.

Under separate agreements, the Producer Organisation has authorised RINKI Ltd to accept the Contract on its behalf. Furthermore, the Producer Organisation has assigned to RINKI Ltd the responsibilities itemised in paragraph 6 below.

For the sake of clarity, it is noted that the transfer of producer responsibility is not directed at packaging requirements but that the Producer is responsible for packaging requirements, including properties and labelling, in accordance with the legislation in force at any given time.

5 DUTIES OF THE PRODUCER ORGANISATION

The Producer Organisation is responsible for producer responsibilities arising from the legal provisions referred to in paragraph 4 in respect of those Producers who have signed the Contract or joined the Joint Contract and have agreed to these Terms of Contract.

The Producer Organisation has submitted an application for approval in the producer register referred to in the Waste Act and is responsible for ensuring that it is accepted for entry in the producer register. The Producer Organisation must immediately notify Producers who have signed a Contract if it is removed from the producer register. In such a situation, the Producer Organisation shall carry out its obligations in full until it has been removed from the producer register. After it has been removed from the producer register, the Recycling Fees are invoiced or refunded to the Producer in accordance with a separate account and calculation.

6 TASKS TRANSFERRED TO RINKI LTD BY THE PRODUCER ORGANISATION

RINKI Ltd assists the Producer Organisation by taking care of the following tasks assigned to it by the Producer Organisation:

- a. RINKI Ltd informs Producers on producer responsibility and the possibility to fulfil obligations by signing a Customer Contract.
- b. RINKI Ltd approves the Customer Contracts in the name of the Producer Organisation and registers the Producers having signed the Customer Contract in the RINKI Customer register. RINKI Ltd maintains a publicly available list, that is updated and fulfils the authorities' requirements, of Producers that have signed the Customer Contract.
- c. RINKI Ltd plans data collection and collects the necessary packaging data from Producers and saves it in the register. RINKI Ltd checks the received data. To verify the correctness of the data RINKI Ltd performs packaging data audits of Producers. RINKI

Ltd compiles packaging statistics and a description of the collection of packaging data therein, so that it corresponds to the requirements of legislation and the authorities.

- d. RINKI Ltd provides customer service to Producers having signed the Contract with the Producer Organisation. The customer service advises in matters pertaining to packaging producer responsibility and reports to the Producer Organisation.
- e. RINKI Ltd invoices from Producers the Recycling Fees set by the Producer Organisation and deposits them in full with the Producer Organisation.
- f. RINKI Ltd provides statutory and other communication to Producers on taking care of packaging producer responsibility.
- g. RINKI Ltd reports to the Producer Organisation on the execution of the packaging statistics, customer service, communication and invoicing of Recycling and Customer Fees.
- h. RINKI Ltd submits to the Producer Organisation and the competent authority, pursuant to legislation in force at any given time, the statistical, monitoring and other necessary data, based on legislation and required by the authorities, as agreed with the Producer Organisation.
- i. RINKI Ltd declares to the competent authorities the names of Producers having signed a Contract or joined a Joint Contract and the names of Producers that have terminated the Contract.
- j. RINKI Ltd declares to the Producer Organisation the total volume of packaging material per packaging type placed on the market by all Producers in the register for the purpose of setting the Recycling Fees and taking care of producer responsibility obligations. RINKI Ltd provides the Producer Organisation the packaging data of an individual Producer upon request from the Producer Organisation.
- k. RINKI Ltd provides the Producer Organisation upon request the contact information of the Producers' contact persons in a separately agreed manner ensuring data security.

When performing the tasks referred to in this paragraph, RINKI Ltd treats all the Producers,

equally and fairly in accordance with the law and provisions in force at any given time. RINKI Ltd may, where necessary, use services provided by subcontractors.

7 SINGLE CONTRACT: THE PRODUCER'S DUTIES

THE PRODUCER MUST

- a. pay for costs incurred by the Producer Organisation in carrying out the producer responsibility duties designated by the regulations mentioned in paragraph 4. The fee levied on each single Producer is collected by RINKI Ltd; it is set on the basis of the Recycling Fee decided by the Producer Organisation and the packaging quantities reported by the Producer in the manner more clearly defined in paragraph 10 below.
- b. pay RINKI Ltd's Customer and Registration Fees. The fee charged to each single Producer is collected by RINKI Ltd. A Producer's Customer Fee is set on the basis of the Customer Fee decided by RINKI Ltd and the packaging quantities reported by the Producer in the manner more clearly defined in paragraph 10 below. The Registration Fee is charged according to the price list.
- c. report to RINKI Ltd annually the packaging materials and quantities that it has used to pack its products and that it has placed on the market or imported together with its products. The Producer must submit the information for the previous calendar year by the end of February in the following calendar year.
- d. The Producer is obliged to cooperate with and to assist RINKI Ltd in the checks described in paragraph 13 of the Terms of Contract, in any official inspections and in any other necessary means at the request of RINKI Ltd.

8 JOINT CONTRACT: DUTIES OF THE PRODUCER AND A COMPANY SIGNING A JOINT CONTRACT

A PRODUCER JOINED IN A JOINT CONTRACT MUST

- a. agree that a group, central company or other company/ organisation referred to in the definition of the Joint Contract signs the Contract and fulfils the obligations of these Terms of Contract on its behalf.

- b. report to the company/organisation that signed the Joint Contract the packaging materials and quantities in accordance with these Terms of Contract and RINKI Ltd's instructions.
- c. undertake to perform its obligations under the Contract and the Terms of Contract should the company/organisation that signed the Joint Contract be prevented from performing them.
- d. The Producer is obliged to cooperate with and to assist RINKI Ltd in the checks described in paragraph 13 of the Terms of Contract, in any official inspections and in any other necessary means at the request of RINKI Ltd.

THE COMPANY SIGNING THE JOINT CONTRACT MUST

- e. pay for costs incurred by the Producer Organisation in carrying out the producer responsibility duties described in paragraph 4 above on their own behalf and on behalf of the Producers who have joined the Joint Contract. The fee is collected by RINKI Ltd, and the fee is set on the basis of the Recycling Fee decided by the Producer Organisation and the packaging quantities reported in the manner defined in paragraph 10 below.
- f. pay centrally the Customer Fees and Registration Fees on their own behalf and on behalf of the Producers who have joined the Joint Contract. The fee is collected by RINKI Ltd. A Producer's Customer Fee is set on the basis of the Customer Fee decided by RINKI Ltd and the packaging quantities reported by the Producer in the manner defined in paragraph 10 below. The Registration Fee is charged according to the price list.
- g. report to RINKI Ltd annually the packaging materials and quantities they have used to pack their products and that they have placed on the market or imported together with their products on their own behalf and on behalf of the Producers who have joined the Joint Contract. A company/organisation signing the Joint Contract is obliged to submit the information for the previous calendar year by the end of February in the following calendar year.
- h. provide RINKI Ltd with a list of the Producers who have joined the Joint Contract and

undertake to inform RINKI Ltd of all changes, including changes in their operations as a Producer, and to keep the list up-to-date. RINKI Ltd will provide the Producer Organisation annually or whenever there is a significant change in the Joint Contracts with a summary concerning the Joint Contracts (e.g. a change concerning a Producer who has signed the Joint Contract and/or a change related to the Producers who have joined the Joint Contract). For the sake of clarity, it is stated that termination and annulment of the Contract is executed in accordance with the provision set out in paragraph 16 of the Terms of Contract and is executed for each Producer separately.

- i. submit, at the request of RINKI Ltd, written commitments of the Producers joined in the Joint Contract confirming that they comply with the Contract and take care of the responsibilities set out in the Terms of Contract.
- j. The company/organisation signing the Joint Contract is obliged to cooperate with and to assist RINKI Ltd in the checks described in paragraph 13 of the Terms of Contract, in any official inspections and in any other necessary means at the request of RINKI Ltd.

The company/organisation signing the Joint Contract will be responsible for fulfilling its own duties or for failing to do so, as well as for the responsibilities of the Producers joined in the Joint Contract or for their failing to do so, including any errors in payments with respect to the Producer Organisation and RINKI Ltd. For the sake of clarity, it is stated that should the company/organisation signing the Joint Contract be prevented from performing its duties, paragraph 8 c of the Terms of Contract is applied to a single Producer.

9 PRODUCERS WITH A TURNOVER OF LESS THAN EUR 1,000,000 PER YEAR

A Producer with a turnover of less than EUR 1,000,000 per year may sign a single Contract or join a Joint Contract and has, under these Terms of Contract, the right to use the RINKI's registered trade mark in accordance with the separate RINKI trademark rules, and is entitled to use RINKI's customer support and communications services. The Producer is obliged (i) to report the packaging materials and quantities in accordance with paragraphs 7 (c) or 8 (b) of the Terms of Contract; (ii) to pay RINKI Ltd's Customer Fee, Registration

Fee and Recycling Fee or make payments in accordance with the Joint Contract; (iii) and to act in accordance with these Terms of Contract as applicable.

10 SETTING FEES

The Producer Organisation decides annually the amount of the Recycling Fee. The Recycling Fee is set to cover the producer responsibility duties of the Producer Organisation in accordance with the regulations mentioned in paragraph 4 above. The Producer Organisation is a non-profit organisation. RINKI Ltd decides annually the amount of the Customer Fee and Registration Fee. RINKI Ltd's Customer Fees and Registration Fees cover the tasks listed in paragraph 6 above. RINKI Ltd is a non-profit private limited company.

RINKI Ltd invoices the Recycling Fee decided by the Producer Organisation within one (1) month after the approval of the reported packaging quantities.

RINKI Ltd charges the Customer Fees annually; the Registration Fee is charged on registration.

The Producer undertakes to carefully check and submit the annual packaging data. All comments and corrections ("Correction") to packaging information must be made annually by the end of May during the calendar year in which notification was made. Should no Correction have been made within the deadline referred to, the Correction will not result in a reduction in the invoice or impact on any payment to be refunded.

Any Correction is to be addressed to RINKI Ltd and to the Producer Organisation. The Correction must include a justified written report. Should the Correction indicate there to be an error in the packaging information that would entitle the Producer to repayment or adjustment of an invoice paid during the current calendar year, the invoice can be adjusted or payment can be refunded in all cases only in respect of an invoice based on packaging information for the previous year. No refunds are made in respect of payments for earlier years. No interest is paid on adjustments or refunds. In the case of gross negligence or wilfulness on behalf of the Producer, no adjustment or refund will be made.

If the packaging information notified by the Producer is too small, the Producer Organisation and RINKI Ltd have the right to charge the shortfall

in Recycling Fees and Customer Fees in full plus interest in line with the Finnish Interest Act.

11 AMENDING THE TERMS OF CONTRACT

Should the Producer Organisation amend the Terms of Contract, Producers are deemed to have accepted the Terms of Contract if they do not within one (1) month of sending the Terms of Contract notify RINKI Ltd in writing of the termination of the Contract. In such a case, provided that a written notice has been received within the deadline mentioned above, the Contract will expire by the end of the current calendar year on 31 December. Notice on this Contract or termination of the Contract in any other way does not release the Producer from its responsibilities under this Contract. The Producer undertakes to make all payments and carry out its other obligations in full until the close of the calendar year in question. RINKI Ltd shall inform the competent authorities about any termination of contract by a Producer.

12 THE RIGHT TO USE

RINKI LTD'S REGISTERED TRADE MARK

A Producer that has accepted these Terms of Contract has the right to use RINKI Ltd's registered trade mark according to the rules for use of the Rinki trademark. The current rules for use of the Rinki trademark can be found on the RINKI Ltd website. Producers must regularly check the valid content of the rules.

13 CHECKS (AUDITS)

RINKI Ltd's representative or a party designated by RINKI Ltd has the right to interview, review and access any information and documents necessary for the assessment of compliance with the obligations imposed on the Producer. RINKI Ltd must notify the Producer of the inspection visit at least fourteen (14) business days in advance. The audit should be carried out in such a way that it does not cause unreasonable harm to the Producer.

If the audit results show that the information is incorrect and, for example, that Recycling Fees, Customer Fees or Registration Fees have been paid too little or inadequately, RINKI Ltd and the Producer Organisation are entitled to charge the above fees in full plus interest in line with the Finnish Interest Act. In addition, the Producer is liable for the costs incurred by RINKI Ltd for the audit. If the audit shows that there is no error in the information, RINKI Ltd shall pay the cost of the

audit. Neither party shall be liable for any other costs to the other party incurred as a result of the audit, such as, but not limited to, statements by an external expert, extra work costs, travel expenses or other similar expenses.

14 CONFIDENTIALITY

RINKI Ltd will treat all data obtained from Producers with confidentiality. The data obtained will only be used for the activities related to the producer responsibility duties in accordance with the regulations mentioned in paragraph 4 above and fulfilling the tasks mentioned in paragraph 6. RINKI Ltd has the right to inform, regarding an individual Producer, parties other than the Producer Organisation only of whether a Producer has signed the Contract or joined the Joint Contract. RINKI Ltd may publish and further deliver packaging statistics in a compiled form, so that no individual company's data is revealed in the aggregate data. Confidentiality is also valid on annulment of the Contract or termination by either party.

15 VALIDITY OF THE TERMS OF CONTRACT

These Terms of Contract are applicable from 5.2.2023. The Terms of Contract are valid until further notice.

16 VALIDITY, TERMINATION AND ANNULMENT OF THE CONTRACT

This Contract is valid until further notice and continues for one (1) calendar year at a time. If the Producer or RINKI Ltd with the authorisation of a Producer Organisation wishes to terminate the Contract, this must occur, in writing, at the latest six (6) months before the close of the calendar year. Notice on this Contract or termination of the Contract in any other way does not release the Producer from its responsibilities under this Contract. The producer undertakes to make all payments and carry out its other obligations in full until the close of the calendar year in question.

If the Producer acts in material breach of the Contract, RINKI Ltd has the right with the authorisation of a Producer Organisation to terminate the Contract in writing forthwith. Giving false data with the clear intent or obvious gross negligence to avoid a Recycling Fee and/ or a Customer Fee or to reduce the fee to a substantially lower amount than the correct one; refusal of an audit; not providing data despite reminders, and nonsettlement of fees despite reminders are deemed to constitute a material breach of contract, for example.

If a Producer Organisation ceases to operate as a Producer Organisation and subsequently, or for some other reason, is removed from the producer register referred to in the Waste Act, this Contract shall automatically immediately cease to be valid in respect of the Producer Organisation concerned.

If the Contract is terminated or its validity otherwise expires, RINKI Ltd shall report the necessary information concerning termination or expiry to the competent authorities.

17 APPLICABLE LAW

Finnish law applies to the present Contract.

18 SETTLEMENT OF DISPUTES

Any disputes arising from this Contract that cannot be resolved through negotiation shall be finally settled by an arbitrator according to the Arbitration Institute of the Finland Chamber of Commerce arbitration rules. The arbitral tribunal has one member, and the seat of arbitration is Helsinki. The language of the arbitration is Finnish.

19 OTHER TERMS

The Contract and these Terms of Contract have been drafted in Finnish. In any potential disputes arising from the interpretation of the translated versions, the Contract and the Terms of Contract in Finnish are applied.

AUTHORISATION AGREEMENT

1 PARTIES

This Authorisation Agreement (“Authorisation Agreement”) has been drawn up between the following parties:

1 Company (hereinafter referred to as “**Producer**”)

address

Business ID

Contact person:

and

2 Company (hereinafter referred to as “**Authorised Representative**”)

address

Business ID

Contact person:

Producer is (tick according to the role of the operator):

Distance Seller

Operator Comparable to a Producer

E-commerce Platform Administrator

The Producer and the Authorised Representatives are jointly referred to as the “**Parties**” and individually as a “**Party**”.

The definitions used in this Authorisation Agreement have the same meanings as those in the Contract and Terms and Conditions.

This Authorisation Agreement constitutes a part of the Contract between the Distance Seller / Operator Comparable to a Producer / E-commerce Platform Administrator / Authorised Representative and Producer Organisation (“Contract”). The Terms and Conditions of the Contract between the Producer and Producer Organisation (“Terms and Conditions”) constitute a part of this Authorisation Agreement.

2 APPOINTING AN AUTHORISED REPRESENTATIVE AND VALIDITY OF THE AUTHORISATION AGREEMENT

By signing this Agreement the Producer appoints the Authorised Representative as its Authorised Representative and the Authorised Representative undertakes to fulfil producer responsibility and all obligations related to producer responsibility on the Producer’s behalf in Finland in accordance with the Contract and Terms and Conditions.

This Authorisation Agreement will enter into force when signed by both Parties and will remain in force indefinitely. The Parties undertake to immediately notify Finnish Packaging Recycling RINKI Ltd (“RINKI Ltd”) of the termination of the Authorisation Agreement. This notification shall be made in writing. Furthermore, the Parties undertake to notify RINKI Ltd of any other changes related to the Authorisation Agreement, including changes to addresses, contact persons, etc.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 DUTIES AND OBLIGATIONS OF THE AUTHORISED REPRESENTATIVE:

The Authorised Representative undertakes to comply with the Terms and Conditions and the requirements and other obligations imposed on it by currently valid legislation, regulations and guidelines issued by the authorities, such as notifying the required parties of receiving the authorisation as well as changes to and withdrawal of the authorisation.

In particular, considering the Terms and Conditions, Producer's duties are transferred to the Authorised Representative, and the Authorised Representative shall be responsible for and take care of them in all respects for as long as this Authorisation Agreement remains valid.

The Authorised Representative is aware and understands that it has legal liability for the Producer's producer responsibility in accordance with currently valid legislation and regulations.

3.2 THE PRODUCER'S RIGHTS AND OBLIGATIONS:

The Producer undertakes to comply with the Terms and Conditions and the requirements and other obligations imposed on it by currently valid legislation, regulations and guidelines issued by the authorities, if the Authorised Representative does not fulfil them or it is probable that the Authorised Representative will not be able to fulfil them.

If the Authorised Representative has neglected the payments provided for in the Terms and Conditions or has otherwise failed in full or in part to comply with its obligations under the Terms and Conditions and/or producer responsibility, the Producer shall be fully and retrospectively liable for them. All producer responsibility is returned to the Producer upon the termination of the Authorisation Agreement.

4 RIGHT TO USE THE RINKI TRADEMARK

The right to use the RINKI trademark is governed by the RINKI symbol's currently valid terms of use. At the time of the entry into force of this Authorisation Agreement, only the Producer has the right to use the RINKI symbol.

5 COPIES AND SIGNATURES

This Agreement will enter into force when signed by both Parties. This Agreement has been drawn up in two (2) identical copies, one for each Party.

Place:

Place:

Date:

Date:

Producer

Authorised Representative

Name:

Name:

Position:

Position:

