

STANDARD AGREEMENT FORM

MEMBERSHIP IN THE PACKAGING RECOVERY AND RECYCLING ORGANISATIONS' SCHEMES

By signing this document has

company:

org.no.:

address:

contact person:

title:

e-mail:

mobile:

office phone:

hereinafter called the company, entered an agreement for membership in the packaging recovery and recycling organizations' (PRROs) schemes. Terms of agreement is attached as Appendix 1 to this agreement. The agreement is otherwise in accordance with The Green Dot Rules.

- glass packaging – Sirkel Glass AS
- metal packaging - Norsk Metallgjenvinning AS
- plastic packaging - Plastretur AS
- corrugated board / solid board - Norsk Resy AS
- beverage cartons - Norsk Returkartong AS
- packaging cardboard - Norsk Returkartong AS
- wood packaging – Treretur AS

When entering the agreement the company commits to pay packaging fee to the PRROs for the packaging material actually used by the company. The calculation of packaging fee and the invoicing procedure will appear from the agreement terms section 7, 8 and 9.

This agreement has been printed with the signature of Grønt Punkt Norge AS (GPN) on behalf of all PRROs.

The agreement terms, cf. Section 1, gives a description of GPNs role on behalf of the PRROs.

The company signs the agreement electronically, or signs on paper and return to GPN. Duration of the agreement is stated in agreement terms section 11.

The company has the signature of the Agreement undergone agreement terms in Appendix 1, Green Dot Rules and License users of Green Dot ® (Appendix 2). Appendix 1 and Appendix 2 applies as part of this agreement.

The agreement signed by the CEO in accordance with the company's certificate of registration.

Oslo,

Grønt Punkt Norge AS

Jaana Røine

Appendix 1 AGREEMENT TERMS

ABOUT MEMBERSHIP IN GRØNT PUNKT NORGE (GPN)

1. Purpose and establishment of GPN

The purpose of the PRRO's and their recycling schemes is to ensure compliance with the requirements in waste regulations chapter 7 for recycling of used packaging. Initially the Membership Rules of Grønt Punkt Norge (hereinafter Green Dot Rules) these conditions are further specified.

PRROs have established GPN to take care of common membership registration, reporting and invoicing, as well as other joint activities. GPN is only a superstructure, and the individual rights and obligations of membership will be between the individual member company and the relevant PRRO.

2. Membership

From 1.1.18, all companies that import or produce packaging or packaged products to the Norwegian market must be a member of an approved recycling company, cf Waste Regulations Chapter 7. Exception applies to companies that supply the market with less than 1,000 kg of a type of packaging per year.

Membership in GPN ensure member's obligations under Chapter 7 of the Waste Regulations.

The Green Dot Rules, section 2.0, have detailed information on the types of packaging that the individual company has an obligation to report.

3. The scope of the individual recycling schemes

As mentioned on the front page, the different schemes are related to the individual PRROs.

The Green Dot rules describes in more detail which PRROs covers different packaging materials. By using one of the packaging material described, the company will become a member of the respective PRROs scheme. By using multiple packaging material, the company will be a member of the corresponding number of PRROs' schemes. By using composite packaging material, the company will in the same way become a member of the corresponding number of PRROs schemes.

Registration with the scheme for one packaging material makes the company liable to pay packaging fee for all packaging materials used in the enterprise.

PRROs shall at all times be approved as a recycling company pursuant to section 7-14 of the Waste Regulations.

MEMBERS' BENEFITS

4. Membership certificate

Upon signing the agreements the company will receive a membership number. The certificate is available on my pages to all members who have complied with their reporting obligation and paid the packaging fee.

5. "My pages"

All GPN members have access to "my pages". Username and password are assigned upon registration. My Pages include membership certificate, climate calculator and profiling materials, see the Green Dot Rules sections 6.3.

6. Green dot, labeling and profiling

Companies that are members of GPN are entitled to use the Green Dot® trademark in accordance with the License Agreement for green dot users in Appendix 2. The use of the trademark signifies that the company is affiliated with an approved system for packaging and recycling of packaging, and demonstrates to customers and consumers that the company takes an important social responsibility.

Membership can also be profiles on own websites, customer magazines, annual reports, etc.

MEMBERS' DUTIES

7. Packaging fee

By signing the agreement, the member company commits to pay packaging fee to the PRRO involved in the recycling scheme for the packaging materials used by the member company. The packaging fee reflects the PRROs cost for packaging recycling and is determined by the individual PRRO.

The packaging fee may be subject to change with at least 3 months written notice to the expiration of one calendar month.

Calculation of packaging fee is done by multiplying reported packaging quantities (kilo or pieces) with corresponding packaging fee. There are deductions for export. Details on calculation of packaging fee, the forms to be used and the deadline for reporting are stated in the Green Dot Rules section 3.0.

8. Reporting

Unless otherwise agreed, reporting on the internet will be done using the GPN reporting form. Membership company receives notice per e-mail when reporting form is available for declaration.

Reporting period is either two or three months or one year, and is determined based on the member's size and packaging use. Reporting occurs by sending reporting forms to the members after each reporting period. Deadline for submission to GPN is stated in the Green Dot Rules section 3.0.

It is the company's actual packaging use that is to be reported, see the Green Dot Rules section 3.1.

GPN may require the actual packaging use confirmed by the company's external auditor. Furthermore, GPN is entitled to random checks concerning packaging volume in the membership period within the last three years.

If the member company fails to comply the reporting obligation, GPN will estimate a packaging fee at its own discretion cf. the Green Dot Rules.

The member company is responsible for ensuring that GPN has updated information about the company, including the correct contact person for reporting and invoicing.

9. Payment

Payment is made according to the invoice sent to the company with 10 days payment due.

The interest on arrears is calculated in accordance with the Norwegian Penalty Interest Act. GPN further reserves the right to charge a late fee for both reminders on payment and declaration, The packaging fee may be collected through others.

OTHER PROVISIONS

10. Changes to the terms of this Agreement

Significant changes of present agreement terms or Green Dot Rules will be notified by GPN with 3 months' written notice to the expiration of one calendar month.

Minor changes of the Green Dot Rules, reporting forms, etc. will be carried out continuously by GPN without special notice to members.

Updated Terms of Agreement and Green Dot Rules will always be available on GPNs website on the internet.

11. Duration of the contract - Termination

The agreement runs from the 1st of the calendar month after the member company has signed the agreement.

The agreement can be terminated with 6 months written notice until the end of a calendar month.

If GPN has made amendments under section 10 above, the member company may terminate the agreement to expire simultaneously at the same date as the last reported amendments come into force, if the member company submits the termination within 14 days after the notice of amendments has been received.

12. Breach of contract

If the obligations under the agreement should not be fulfilled and the situation is not remedied within 14 days after the contracting party has received a written notice by registered mail or by e-mail to contact person specified in this agreement or the CEO, the other party may terminate the agreement with immediate effect. If raised doubts about the dispatch of a statement, the sender must document dispatch. The recipient must acknowledge receipt of the e-mail.

13. Jurisdiction

Correct Legal venue for disputes relating to this agreement will be the jurisdiction for GPN or the PRRO, which is a party to the dispute. In the event of conflict, the Norwegian version of the contract takes precedence over the English version.

14. Confidentiality

Information about company membership is available by searching on GPN's website. GPN delivers only compiled member lists in special cases. Beyond this, information regarding the member company's reported packaging use is confidential and will only be available to GPN and the respective PRRO, see section 7.1 in the Green Dot Rules.



Appendix 2. License Agreement for users of Grønt Punkt[®] associated with Grønt Punkt Norge AS' recycling schemes

Between Grønt Punkt Norge AS, organization 977 075 521, hereinafter referred to GPN, Licensor or Party, and the company that has signed Standard Agreement, hereinafter referred to Licensee or Party, the following license terms apply.

Licensee is associated with a recycling scheme operated by GPN, org.nr 977 075 521, hereinafter referred to as recycling scheme.

1. Background.

This License Agreement, Appendix 2 to the Standard Agreement, (hereinafter referred to, as the License Agreement (s) or simply Agreement (s), is an agreement to sublicense the joint label Grønt Punkt[®], hereinafter Grønt Punkt[®] or GP.

Grønt Punkt[®] is registered with the Norwegian Industrial Property Office with application number 19954696. Der Grüne Punkt - Duale System Deutschland AG (DE) (now PRO Europe sprl) is the holder of common brand, hereinafter referred to, as Brand Owner, and GPN is the exclusive licensee for Norway with the right to sublicense the brand in Norway.

GP may only be used on packaging to indicate a contribution toward the funding of a Recycling scheme for used packaging. Recycling scheme must be approved and must be entered into licensing agreement for use of the GP. GPN is the brand holder given the authority to approve Recycling schemes and to sublicense the use of GP in Norway.

2. Details on Recycling scheme.

A recycling system is approved according to the requirements for recycling schemes in the Brand Regulations, hereafter Brand Regulations, referred to in the registration of GP, ref. section "Background" above. Brand Regulations is located on GPNs sites (www.grontpunkt.no).

The recycling scheme Licensee, the waste management system approved by GPN as a recycling scheme covering all packaging materials, ref. Brand Regulations 2a), cf. Section 1. It is assumed that the recycling scheme currently comply with the Brand Regulations. If such compliance is not maintained the approval can be withdrawn, cf. Brand Regulations 2g). If approval is withdrawn this is considered as a violation of license agreement with the effects this entails cf. section 6 below.

3. Grant of license and license scope.

GPN awards with this Licensee a non-exclusive, non-transferable or assignable license to use GP on their packaging if the requirements of this License are fulfilled.

Any goodwill that may arise from the use of GP made by the licensee accrues Brand holder and/or licensor cost-free.

Licensee's own brand must not be designed so that it may be confused with GP or otherwise be misleading. Licensee shall not register or use any trademark or domain name that contains text or figurative elements from GP or resembling GP.

4. Use of Green Dot and Licensee's obligations.

Use of GP shall at all times be in compliance with what is set out concerning GP on GPNs website (<http://www.grontpunkt.no/emballasjemerking/> - Norwegian only). GPN can change these rules with 3 months' notice.

GP can be used only on Licensee's packaging.

The right to Licensee's use of GP only applies in Norway. In the event of export, the right to use GP on packaging can be subject to regulations that may exist in the importing country. If exported goods are labeled with GP, Licensee shall make their party in the importing country aware of this restriction having GP on packaging.

Licensee shall report all of their packaging use to the recycling scheme.

Licensee shall on request from the Licensor provide proof that the Agreement requirements to Licensee is ongoing complied. The documentation can be made directly to the Licensor or upon confirmation from Licensee's external auditor. Licensor may annually require that Licensee's external auditor confirm the accuracy of the documentation.

To the extent, that Licensee uses its external auditor, all information concerning the scheme shall be treated confidentially to all other than Licensee.

Beyond information about which companies have received a license to use the GP, all information GPN receives regarding Licensee are treated confidentially, also towards GPNs owners.

Licensee is obliged to give written notice to Licensor if Licensee becomes aware of interventions towards Grønt Punkt® or unauthorized use of GP.

GPN has on its side based on this License no duty to defend GP against interference or attacks.

5. License fee.

All members of GPN gets an automatic license, and the license fee is included in the packaging fee.

6. The Agreement entry into force and termination.

Agreement is effective by the signature of Standard Agreement and terminates at the time of its exit.

All right to use GP for Licensee ceases upon termination.

7. Notices

Notices between the Parties may be made by e-mail. If any doubts about the dispatch of a statement, the consignor must be able to document dispatch. E-mail is deemed received 24 hours after dispatch.