

PARTICIPATION AGREEMENT FOR ONLINE CUSTOMERS REPORTING ON AN ANNUAL BASIS between
Landbell AG für Rückhol-Systeme, Rheinstraße 4 L, 55116 Mainz,
 hereinafter referred to as "Landbell" or "System", and

Company name: Lindström & Sondén AB
Address: Havsbadsvägen 1 262 63 Ängelholm
Customer No.: 4221042 **ZSVR Registration No.:** DE1045278968036
 hereinafter referred to as "Contract Partner".



A. Contractual Provisions

Preliminary Note:

(1) Landbell operates a compliance scheme, within the meaning of Section 3 para. 16 of the German Packaging Act (hereinafter "**VerpackG**"), with which empty packaging produced by end consumers is collected nationwide and subsequently recycled ("**Landbell Scheme**"). The Landbell Scheme is, in accordance with Section 18 VerpackG, approved by the responsible authorities in all German federal states.

(2) The Contracting Party places into circulation for the first time in Germany packaging subject to compulsory compliance scheme registration under VerpackG Section 3 para. 8 (hereinafter "**Packaging**") or, as an upstream distributor of service packaging subject to compulsory compliance scheme registration, fulfils the obligations of its final distributors.

The Parties have agreed that the Contracting Party shall participate the Packaging it puts into circulation in the Federal Republic of Germany in the Landbell Scheme. They have agreed as follows:

§ 1 Object of the Agreement

(1) The object of this Agreement is the incorporation of Packaging into the Landbell Scheme, which the Contracting Party places into circulation in the Federal Republic of Germany.

(2) The Contracting Party shall participate the Packaging placed on the market by it exclusively in the Landbell Scheme and shall not commission any other schemes or third parties with the participation.

§ 2 Reporting Obligations of the Contracting Party

(1) The Contracting Party shall notify Landbell upon conclusion of the Agreement:

- registration number allocated to it by the Central Agency for Packaging ("**Central Agency**").
- the expected quantity (mass) of the Packaging it puts into circulation and the types of material for each calendar year (hereinafter also referred to as the "**Planned Annual Quantity**")

(2) The Contracting Party shall immediately notify Landbell and the Central Agency of any change in the type of material and/or the mass of the Packaging compared to the one specified by the Contracting Party upon conclusion of the Agreement or at any later time.

(3) The Contracting Party shall report to Landbell, no later than the date specified in Section B, the total quantity of Packaging placed on the market by it in the previous calendar year ("**year-end report**").

§ 3 General Obligations of the Contracting Party

(1) The Contracting Party shall completely and correctly fulfil all its obligations under the VerpackG, in particular its obligations to register with and submit data reports to the Central Agency. The Contracting Party is aware that it can only comply with both the obligation to register and the obligation to report data personally.

(2) The Contracting Party warrants that it will report to Landbell the same quantities of Packaging which it has put into circulation as it reports to the Central Agency via the LUCID portal in fulfilment of its obligation to report data in accordance

with Section 10 of the VerpackG.

(3) For the fulfilment of his reporting obligations according to Section 2, the Contracting Party shall exclusively use the online portal easyshop.landbell.de ("**Online Portal**"), in particular the input fields provided there. The use of the online portal is subject to the General Terms and Conditions published on the website of Landbell at <https://easyshop.landbell.de/conditions> in their current version.

§ 4 Participation in the Landbell Scheme

(1) Landbell must incorporate into the Landbell Scheme the Packaging reported to it by the Contracting Party pursuant to Section 2. Landbell is only obliged to the participation if (i) the Contracting Party has complied with its obligation to pay the remuneration pursuant to Section 5 in connection with Part B of this Agreement in full and (ii) it has provided Landbell with its reports in accordance with Section 2 via the Online Portal and in compliance with the respective requirements (e.g. use of the input fields).

(2) To the extent that it is obliged to do so pursuant to para. 1, Landbell shall confirm or inform the Contracting Party via the Online Portal of the participation of the Packaging notified to it upon conclusion of the Agreement, or in the event of changes in quantities of the Packaging or after the end of a calendar year. Subject to these conditions and to this extent, Landbell will report the participation of the Packaging placed on the market by the Contracting Party in the Landbell Scheme to the Central Agency.

(3) In the event of differences between the quantity reported by the Contracting Party to the Central Agency and the quantity reported by the Contracting Party to Landbell, Landbell is entitled to determine at its reasonable discretion (Section 315 of the German Civil Code) the amount of the Contracting Party's participation quantities Landbell will inform the Contracting Party about the amount of the participation quantity determined by it via the Online Portal.

(4) If the Contracting Party has not (any longer) reported any quantities to Landbell after conclusion of the Agreement, in particular has not submitted a year-end report, Landbell is entitled to base its annual report to the Central Agency on the quantities stated by the Contracting Party within the scope of the Planned Annual Quantities. All other rights of Landbell, in particular the right to terminate the Agreement without notice according to Section 7 para. 2, remain unaffected.

§ 5 Remuneration

(1) For the participation of the Packaging notified by it to Landbell under the Agreement, the Contracting Party shall pay Landbell a remuneration, the amount of which shall be determined in accordance with Section B.

(2) Landbell will submit an invoice to the Contracting Party for the remuneration to be paid by it via the Online Portal. The remuneration is to be paid by bank transfer, credit card payment or PayPal.

(3) The Contracting Party shall be entitled to rights of set-off and retention against remuneration claims from Landbell only to the extent that the Contracting Party's counterclaims are legally binding, undisputed or accepted by Landbell.

§ 6 Liability of Landbell, Force Majeure

(1) Landbell shall be liable without restriction for damages caused intentionally or through gross negligence by its legal representatives, assistants or vicarious agents. Otherwise Landbell shall be only liable for damages resulting from breach of material contractual obligations and limited to typically foreseeable loss. Material contractual obligations are such obligations as whose fulfilment enables the orderly performance of this Agreement in the first place, and in the compliance of which the Contracting Party may and shall regularly rely on. The Parties agree that the typically foreseeable loss and other pecuniary losses amount is limited to a maximum of EUR 10 million. Any further liability of Landbell shall be excluded.

(2) Landbell shall not be liable for the permanent or temporary impossibility of providing services, if this is caused by force majeure and Landbell is not responsible for it. Pandemics, for example CoVid-19, shall also be considered force majeure events. If these events prevent Landbell from providing its services for a period of more than six weeks, the Contracting Party shall be entitled to terminate the Agreement on an extraordinary basis.

§ 7 Change of Type of Contract in case of Excess Annual Turnover

If the annual remuneration paid to Landbell by the Contracting Party exceeds a total of € 10,000.00 in a calendar year, Landbell will suggest to the Contracting Party that the basis of the contractual relationship between the parties will no longer be the provisions of this Agreement, but rather those of the service and participation agreements used by Landbell for such sales volumes. If the Contracting Party accepts this offer, the rights and obligations of the Parties are determined from the time of receipt of the offer by the Contracting Party according to the provisions of the service and participation agreement, which Landbell will send to the Contracting Party with the submission of the offer. If the Contracting Party does not accept the offer within four weeks, Landbell has the right to terminate this Agreement extraordinarily with a notice period of one month to the end of the month.

§ 8 Final Provisions

(1) The Agreement shall be subject to the laws of the Federal Republic of Germany, excluding the UN-Convention on Contract for the International Sale of Goods (CISG).

(2) The sole place of jurisdiction for all disputes arising from this Agreement shall be Mainz, Germany, provided that the Contracting Party is a merchant or a legal entity under public law.

(3) All changes and amendments to this Agreement require text form or electronic form via the Online Portal to be valid. Oral collateral agreements have not been made.

(4) Should a provision of this Agreement be or become invalid or should this Agreement contain a loophole, the validity of the remaining provisions shall not be affected. Rather, the invalid provision shall be replaced by such a provision or the gap shall be filled by such a provision which comes as close as possible to the economic purpose pursued by the Parties at the conclusion of this Agreement without being invalid.

B. Remuneration, Term, Reports, Termination

I. Remuneration

(1) The minimum remuneration to be paid to Landbell by the Contracting Party for the first two years of the Agreement amounts to € 150.00 (plus VAT at the applicable rate) and is composed of a flat fee of € 50.00 (plus VAT at the applicable rate) per year and an annual minimum turnover of the Contracting Party for the Packaging participating in the Landbell System of up to € 25.00 (plus VAT at the applicable rate) per year.

(2) The minimum fee payable by the Contract Partner to Landbell for the third and, if applicable, each contractual year thereafter amounts to € 50.00 (net) and consists of a lump-sum cost compensation of € 25.00 (net) per year and a minimum turnover of the Contract Partner for the sales packaging volumes participated in the system in a (net) amount of up to € 25.00 per year.

(3) In addition to the minimum remuneration, the Contracting Party shall pay a turnover-related remuneration for the packaging quantities which exceed the minimum turnover pursuant to para. 1 in the amount of € 25.00 (plus statutory VAT in its applicable amount). Should the additional remuneration of the Contracting Party exceed an amount of € 350.00 (excluding statutory VAT at the applicable rate), a flat-rate cost charge for the previous year shall be taken into account as a credit in favour of the Contracting Party.

The following additional remuneration is agreed for the following turnover thresholds in a calendar year:

Material type of sales packaging	Turnover p. a. to EUR	Turnover p. a. EUR	Turnover p. a. EUR	Turnover p. a. from EUR
	2,499	2,500-4,999	5,000-7,999	8,000
	EUR per kg	EUR per kg	EUR per kg	EUR per kg
Glass	0.070	0.068	0.066	0.062
Paper/cardboard/paperboard	0.240	0.235	0.225	0.205
Ferrous metals	0.720	0.705	0.695	0.685
Aluminium	0.790	0.775	0.760	0.750
Plastic	1.200	1.050	0.900	0.850
Beverage carton packaging	0.790	0.775	0.760	0.740
Other composite packaging	0.970	0.950	0.920	0.880
Other materials	0.099	0.095	0.091	0.087

All the above-mentioned remunerations are increased by the statutory VAT at its applicable rate.

(4) The amount of the remuneration agreed in Section B is fixed for a period of 12 months. After this period, Landbell may adjust the remuneration, provided that the adjustment has been announced in text form or via the Online Portal with a notice period of two months. The adjustment of the remuneration will be made in consideration of the development of the total costs which Landbell has to incur for the disposal and marketing of packaging. If the Contracting Party does not agree to the adjustment of the remuneration, it shall be entitled to terminate this Agreement by giving notice of extraordinary termination within four weeks from the date of the announcement of the adjustment of the remuneration. If it does not terminate the Agreement within this period, the Agreement shall be continued with the adjusted remuneration.

II. Term

The Agreement will enter into force on 01.01.2022 and will initially be concluded for 24 months. It will be extended by a further year if it is not terminated in text form by one of the Parties with a six months' notice prior to expiry.

III. Reports

(1) The year-end report defined in Section A must be submitted by 15 February of the following calendar year at the latest, differentiated according to the types of material listed in this Section B.

(2) The Planned Annual Quantities as defined in Section A of this Agreement shall be reviewed by 15 August of each calendar year and, if necessary, updated by a new report to Landbell.

IV. Extraordinary Termination

During the term of this Agreement, ordinary termination of this Agreement is excluded. The right to extraordinary termination of this Agreement for good cause remains unaffected. In addition to the cases mentioned in this Agreement, good cause entitling the parties to terminate this Agreement without notice shall be, i.a.:

- Default of payment by the Contracting Party by more than two weeks;
- Incorrect or missing reports of the Contracting Party according to Section 2;
- Violations of the Contracting Party against the obligation to report the same quantities to Landbell and the Central Agency (Section 3 (2))
- Violation of material provisions of this Agreement.

C. Conclusion of Agreement, Communication, Privacy Policy

(1) This Agreement is concluded upon the submission of the order by the Contracting Party via the Online Portal and the acceptance of this order by Landbell. The acceptance of the order by Landbell is effected by the electronic transmission of this Agreement via the Online Portal.

(2) The communication between the Parties takes place via the Online Portal. All other communication channels (e-mail, post, fax, etc.) are excluded, unless otherwise agreed in this Agreement.

(3) The Parties shall observe the provisions of the applicable data protection law. This applies in particular to the handling of personal data. Landbell's current data protection information is available on the website at <https://landbell-group.com/privacy-policy-landbell-group-germany>. Should Landbell process personal data on behalf of the Contracting Party within the scope of the contractual relationship, the Parties shall conclude a separate agreement on order processing within the meaning of GDPR Article 28.

Landbell AG für Rückhol-Systeme - Mainz, 12 April 2022



Jan Patrick Schulz
(Chairman of the Board)



ppa. Uwe Ehteler
(Authorised Signatory)