

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

Ecomaison,

Simplified joint stock company with variable capital (*société par actions simplifiée à capital variable*), with a share capital of €291,000

Head office: 50 avenue Daumesnil, 75012 Paris, FRANCE

French company registration number (SIRET): 538 495 870 00031

Represented by: Dominique Mignon, duly mandated to represent the company in the capacity of President

GLOSSARY

Where the following terms are used with a capital letter, in the singular or plural, they are to be understood as follows:

ADEME: Agence De l'Environnement et de la Maîtrise de l'Énergie – the French Environment and Energy Management Agency.

Member: a Contracting Party operating as a Marketer, or the Marketplace Contractor, and having signed the Contract with Ecomaison.

Accreditation: French State accreditation in the form of a decree signed by the Public Authorities, issued to Ecomaison and enabling it to provide all Members with services covering their legal obligations to manage items marketed on the French market.

Audit/Inspection: inspections to ensure the accuracy of declarations made by the Member and/or in connection with application of the Pricing Scale.

Pricing Scale: a pricing scale drawn up by Ecomaison setting out the Eco-fees and including the Eco-modulations, sent to the Stakeholders' Committee for opinion and the Public Authorities for information and made available to the Member.

Geographical Scope of Application: the geographical scope of Accreditation, which is also the geographical scope of the Contract, namely France, including mainland France and all overseas territories where national regulations apply, in compliance with the obligations set out in the Technical Specifications for Accreditation.

General Terms and Conditions of Membership: all the general rules applicable to the membership Services implemented by Ecomaison and common to all of the channels for which Ecomaison holds an Accreditation.

Channel-Specific Special Terms and Conditions of Membership: all the rules specific and applicable to the membership Services dedicated to one of the Channels for which Ecomaison holds an Accreditation.

Contracting Party: the Member, the Marketplace Contractor or the Representative.

Marketplace Contractor: an electronic interface such as a marketplace, platform, portal or similar setup.

Contract: document governing the relationship between the Contracting Party and Ecomaison and comprising, in descending order of priority: The

channel-specific special terms and conditions of membership, these General Terms and Conditions of Membership, declaration(s), payment(s) to Ecomaison and declarations(s) to the Register for Members, as well as information regarding the Contracting Parties, online declarations and technical specifications relating to the Services and associated subscription procedures, along with all subsequent documents replacing those mentioned above.

Eco-design: actions aimed at supporting and promoting the prevention of the production of Products from the design stage (upstream) through to the management of their end-of-life (downstream) for Members and users of such Products.

Eco-modulation: modulation of the Eco-fee according to product Eco-design criteria, included in the Pricing Scale, which, in accordance with article L. 541-10-3 of the French Environmental Code may take the form of a premium when the product meets the performance criteria set out, or a penalty in addition to or as a deduction from the Eco-fee, when the product strays from them.

Eco-fee: financial contribution payable by Members under the French Environmental Code towards the funding of all operations involving Product management.

Channels(s): sectors of Products defined in article L541-10-1 of the French Environmental Code for which Ecomaison is approved to organise and coordinate the management of Waste and used Products.

Unique ID: number assigned to the Member by ADEME which appears in the Register. Marketers are legally required to obtain this number in order to market Products within the Geographical Scope of Application.

Representative: any representative within the meaning of article 1984 of the French Civil Code, who acts in the name and on behalf of the principal and whose actions legally bind the principal with respect to Ecomaison. The principal being, where applicable, the Contracting Party.

Marketer: manufacturers, retailers and distributors of Products subject to the provisions of Articles L. 541-10 and L. 541-10-1 10 I 10° of the French Environmental Code. The Marketer indicates the producer in the regulatory sense.

Notification: information sent by one of the Parties to the Contract to the other Party.

Accredited Organisation: any organisation accredited by the Public Authorities in accordance with Articles L. 541-10 and L. 541-10-1 of the French Environmental Code for, in particular, the collection, removal and processing of Products.

Parties: persons bound by the Contract, i.e. the Contracting Party and/or its Representative, and Ecomaison.

Public Authorities: all government ministries which are signatories to the Accreditation.

Products: Products for which Ecomaison manages collection, re-use and recycling, and which are being placed on the French market for the first time. This also applies to products which were first placed on the market outside France and which are brought onto the French market as reused or refurbished products.

Rebate: A Rebate corresponds to the quantities of waste and/or used Products for which the Marketer is responsible for management and which may affect the Eco-fees paid by said Marketer.

Dispensation Scheme: the dispensation system for declaring products placed on the market.

Register: the National Register of Marketers held by ADEME.

EPR: Extended Producer Responsibility.

Services: the services provided by Ecomaison as described in articles 5 and 6 of these General Terms and Conditions of Membership.

Financial support: the eco-fee credits or premiums paid, where applicable, by Ecomaison in connection with one of the Services.

Information System: The electronic Information System (IS) implemented by Ecomaison.

PREAMBLE:

The Contract is offered to all industrial, craft or distribution companies – physical and online – that produce Products, for which Ecomaison holds an Accreditation, to help reduce their environmental impact.

It enables the Contracting Party to comply with regulatory requirements regarding the end-of-life handling of Products and also to access a range of support Services designed to help the Contracting Party fulfil its environmental commitments.

By signing this Contract with Ecomaison, the Member shall obtain a Unique ID in the Register, enabling it to prove its compliance with regulations on the marketing of Products within the Geographical Scope of Application.

By declaring the Products marketed, in accordance with the Geographical Scope of Application and the Pricing Scale, and by paying the Eco-fee, the Member contributes financially to the collection of Products scrapped each year with a view to their repurposing, recycling and energy recovery.

The Contracting Party may also access technical and operational support for its environmental commitments, and in some cases it may be eligible for Financial Support, for example in the form of premiums. The Services offered include:

- The incorporation of repurposed Products and recycled materials
- Owner information and waste minimisation efforts
- Support for Eco-design

- Connections with partners associations for repurposing and preparation for reuse

Within this framework, the Contracting Party accepts and concludes the Contract in order to determine the terms and conditions binding both Parties. The Contracting Party explicitly accepts all procedures, including standard procedures regarding the issuing and content of electronic invoices, implemented by Ecomaison by electronically signing the Contract, and confirms full awareness of these procedures and their binding nature.

These conditions having been established, it has been agreed as follows:

ARTICLE 1: SUBJECT

1.1 The purpose of these General Terms and Conditions of Membership, which form an integral part of the Contract and must be expressly accepted by the Contracting Party before becoming a Member, is to define the relationship between Ecomaison and the Contracting Party, so that the Contracting Party may:

- Sign up to the collective system set up by Ecomaison and thus meet its obligations under the French Environmental Code, by means of a Membership Contract.

- Access additional Services for help and support with its environmental obligations.

1.2 These General Terms and Conditions of Membership prevail over any separate and/or conflicting conditions enforced by the Contracting Party with regard to Ecomaison.

1.3 The rules contained in these General Terms and Conditions of Membership are common to all the Product channels for which Ecomaison holds an Accreditation.

These General Terms and Conditions of Membership are supplemented by the Channel-Specific Special Terms and Conditions of Membership, which contain the specific rules applicable to the relevant Channels.

In the event of any discrepancy or contradiction between these General Terms and Conditions of Membership and the Channel-Specific Special Terms and Conditions of Membership, the Channel-Specific Special Terms and Conditions of Membership shall prevail over the General Terms and Conditions of Membership.

1.4 Each of the Channel-Specific Special Terms and Conditions of Membership is independent of the others.

When a Marketer is concerned by several EPR channels for which Ecomaison is accredited, it is subject to as many Channel-Specific Special Terms and Conditions as there are Products concerned, as well as an independent Contract for each of these channels.

A Contracting Party who ceases to be a Marketer or whose Contract is terminated, for any reason

whatsoever, for one of the EPR channels for which Ecomaison holds an Accreditation, but which remains a Marketer for other EPR channels for which Ecomaison holds an Accreditation, may continue to benefit from the Services defined in these General Terms and Conditions of Membership for the relevant Channels and in the relevant Channel-Specific Special Terms and Conditions of Membership.

1.5 The Contracting Party may arrange with Ecomaison, at any time during the period of the Contract and subject to eligibility conditions, one or more of the Services described in Articles 5 and 6 of the General Terms and Conditions of Membership.

It may also benefit from collection Services and, where applicable, must sign the General Terms and Conditions of Collection and the relevant Special Terms and Conditions of Collection.

Membership and collection Services are independent of one another. Termination of collection Services does not entail termination of membership Services.

ARTICLE 2: COMMITMENTS OF THE PARTIES

In accordance with the terms of its Accreditation, and within its defined Geographical Scope of Application, Ecomaison manages a collective system in compliance with the French Environmental Code.

2.1 Ecomaison's commitments

Ecomaison undertakes to add the Member to the National Register of Marketers and to provide ADEME with all the information required to complete the applicable legal and regulatory formalities.

Ecomaison undertakes to provide the Member with:

- subject to compliance by the Contracting Party with the provisions referred to in 4.3, its Unique Identifier, ensuring that the latter is in compliance with regulatory information obligations and legally entitled to sell its products within the Geographical Scope of Application;
- An annual Certificate of Compliance, featuring the Unique ID.

More generally, and as per the terms of its Accreditation, Ecomaison shall undertake to:

- Conduct, commission, fund or contribute to, on behalf of Members, the collection, removal, repurposing and processing of used Products or waste resulting therefrom, within the Geographical Scope of Application;
- Comply with all current and future laws and regulations applicable to Accredited Organisations;
- Set up Eco-design initiatives and propose Services to Contracting Parties;
- Transfer to the Contracting Party the share of its contributions that has not been used in the event of a change of producer responsibility organisation, in

accordance with the provisions of Article L. 541-10 III and R. 541-119 of the French Environmental Code;

- Make available to the Member, under the conditions defined in Article L. 541-10 III of the French Environmental Code, analytical accounting for the different categories of Products and waste resulting therefrom;

- Make available to the Member, in accordance with Article R. 541-12-18 of the French Environmental Code, the information referred to in the second paragraph of Article L. 541-9-3 of the same code, which specifies the procedures for sorting or contributing waste from the product;

- In accordance with the provisions of Article R. 541-124 of the French Environmental Code, Ecomaison undertakes to ensure that the amount guaranteed by the financial mechanism mentioned in Article L. 541-10-7 of the same code is sent to another approved producer responsibility organisation designated under the following conditions:

1o Discontinuation of the activity subject to accreditation, for any reason whatsoever, including if the Accreditation is suspended or withdrawn;

2o Non-renewal of the Accreditation on its expiry date, when the producers responsible for its governance do not set up a new eco-organisation or do not join another accredited eco-organisation on that expiry date.

2.2 The Contracting Party's commitments

Under these General Terms and Conditions of Membership, the Contracting Party shall undertake to:

- Provide, where appropriate, any proof confirming that the Contracting Party has met its EPR obligations for the Products it markets prior to signing the Contract;
- Update its data in accordance with Article 3.3 below and communicate to Ecomaison all information required by the Register and all regulatory obligations associated with sectoral surveillance, where applicable;
- If applicable, pay the fixed amount referred to in 4.3
- Where applicable, declare the Products and pay the Eco-fee referred to in Article 5;
- Where applicable, establish and maintain a coding system for its Products using the classification system provided by Ecomaison;
- Where applicable, when the Contracting Party exports a Member's Products, send Ecomaison data relating to the share of said Member's Products exported;
- Where applicable, the Representative shall provide, at the time of signing and during the

Contract, the mandate contracts concluded with its principals, as well as their legal information;

- Comply with documentary and on-site inspections of the data declared, allowing Ecomaison to conduct the inspections which it is obliged to perform in the context of its Accreditation;
- Inform its group, network and/or parent company and/or subsidiaries or affiliates of the obligations stemming from the Contract, so that they in turn may meet their legal obligations as Marketers or make use of the other Services;
- For Marketplace Contractors, record in a register the supporting documents of third-party sellers who have a Unique ID and make them available to Ecomaison in the event of an Audit.

2.3 The specific commitments of both Parties are detailed in Articles 5 and 6 of these General Terms and Conditions of Membership.

ARTICLE 3: SCOPE OF APPLICATION – INFORMATION PROVIDED TO ECOMAISON

3.1: Geographical Scope of Application

The Contract is concluded and agreed by the Parties for the Geographical Scope of Application.

3.2: Contractual scope and terms

3.2.1 - The obligations contained in the Contract and all its components, as defined in the Glossary above, apply to the Contracting Party.

The sign-up, declaration and declaration tracking procedures described in Article 5, as well as subscriptions to the Services described in Article 6, along with all related procedures, are to be conducted via the Information System. All information declared by the Contracting Party via the Information System, along with all appendices and procedures implemented via the same means, also form an integral part of the Contract and are explicitly accepted by the Contracting Party, which confirms full awareness thereof.

As such, both Parties agree that the information contained in the Contract and the information declared by the Contracting Party via the Information System are fully binding.

3.2.2 - Conclusion of the Contract / paperless communication

3.2.2.1 Each Contracting Party enters into and expressly accepts the provisions contained in the Contract and all its components, as defined in the Glossary above, available online via the Information System.

The Contract is concluded in accordance with the provisions of Articles 1125 et seq. of the French Civil Code.

The details of the online sign-up procedure and the paperless system implemented by Ecomaison in relation to the Contract are defined in Appendix 1.

Information provided by the Contracting Party via the Information System will be considered binding by both Parties and will be applicable to third parties.

The Contracting Party explicitly agrees to sign the Contract and all its components electronically, and not in any other format.

By signing these present terms, the Contracting Party acknowledges having read and accepted these General Terms and Conditions of Membership, as well as the Special Terms and Conditions of Membership for the Channels that complement them. Any subsequent signing of new Channel-Specific Special Terms and Conditions shall not imply a renewed signing of the General Terms and Conditions of Membership, which remain fully applicable for the entire duration of the contractual relationship, unless expressly stated otherwise.

3.2.2.2 On a strictly exceptional basis, should the Contracting Party submit a special request to Ecomaison explaining the existence of constraints affecting its capacity to use this computerised system, a paper version of the contractual conclusion procedure may be implemented if explicitly accepted by Ecomaison.

3.3: Obligation to provide information

3.3.1 - The Contracting Party must make all changes directly via the Information System, within one (1) month of any significant change to its business and/or legal information (change of head office, representative, company form, merger, acquisition, etc.) or of any changes to the contact details provided on the Information System.

Should any changes arise which affect the Contracting Party's fiscal situation and the payment of Eco-fees, the Contracting Party shall undertake to provide Ecomaison with all necessary supporting documentation regarding these new fiscal circumstances before the next declaration.

3.3.2 - Any Contracting Party operating franchise networks must, upon request by Ecomaison, provide a full list of all franchise holders and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

3.3.3 - Any Contracting Party operating or belonging to a distribution network not based on the franchise model must provide a full list of all members of the network and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

3.3.4 - Any Contracting Party operating as a member of a franchise network or distribution network must inform Ecomaison of the identity of the franchise or network owner and their procurement methods (centralised purchasing and/or pooled purchase centres or any other system) in order to allow Ecomaison to fulfil its responsibilities in relation to these companies and determine whether or not they qualify as Marketers.

3.3.5 - The Marketplace Contractor shall provide Ecomaison with the mandatory information for Marketers and in particular the register mentioned in article L541-10-9 of the French Environmental Code.

3.3.6 - Representatives must provide Ecomaison with the mandatory information from their principals, as well as a copy of the mandate contract, in order to enable Ecomaison to carry out its mission.

ARTICLE 4: EFFECT AND DURATION OF THE CONTRACT

4.1 – The Contract takes effect on the date on which it is signed by the Parties, subject to fulfilment of the conditions defined in point 4.3 below.

As of this date, the Contract replaces all other agreements between the Parties of the same nature.

By way of exception, for Contracting Parties who are not already under contract with Ecomaison but who need to settle up their marketing declarations in accordance with the Special Terms and Conditions, where applicable, the Parties agree that this settlement will be made within the framework of the Contract and the Pricing Scale applicable for the years in question. It is clearly established that the retroactive application of the Contract is strictly limited to the settlement of these declarations, and that none of the other contractual stipulations shall apply.

4.2 Late Sign-Up

In cases where a Marketer wishes to become a Member during a period of Accreditation, in order to enable Ecomaison to verify that the applicant has fulfilled its obligations before becoming a Member, the applicant must provide Ecomaison with its Unique ID and evidence that, prior to membership, it had operated its own individual waste collection system accredited under the French Environmental Code or that it belonged to another Accredited Organisation.

Failing this, the Marketer will be considered to have signed up belatedly (hereinafter referred to as "Late Sign-Up").

In cases of Late Sign-up, signing the Contract implies acceptance of retroactive Eco-fees for all Products sold in the three (3) calendar years prior to signing the Contract, or from the date that the Member became a Marketer, but also limited to the date on which the reporting obligation applies to the relevant Channel, and for the months between 1 January of the year the Contract was signed and the date of signature, within

the Geographical Scope of Application of the Accreditation.

As such, new Members signing up late to the scheme will have a period of twenty-one (21) calendar days following signature of the Contract in which they must declare the quantity of Products they have sold in (i) the three previous years (ii) and, if the Contract is signed mid-year, during the period between 1 January of the current year and the date of signature.

These Eco-fees shall be calculated using the Pricing Scale in force as of the date on which the fees were incurred. In order to preserve equity between Contracting Parties, the late payment penalties defined in Article 5.9.2 of the Contract may be applied to the Contracting Party. Under this same hypothesis, the Contracting Party must pay the Eco-fee due on backdated declarations, upon receipt of the corresponding invoices, which shall be immediately due and payable.

4.3 The Contracting Party shall pay a membership fee of fifty (50) euros excl. tax per Channel on signing the Contract. Payment of these fees is a condition precedent to the Contract coming into force. If payment is not made within five (5) working days of the Contract being signed, the Contract shall be deemed to be null and void without any further formality being required.

The payment period applicable to these charges is separate from the payment period for Eco-fees.

4.4 - If the Contract is signed during the year, it shall remain in force for the rest of the calendar year until 31 December, or until the end of Ecomaison's period of Accreditation, whichever is sooner.

4.5 - It is then renewed by tacit agreement for each new calendar year, or until the end of Ecomaison's period of Accreditation, whichever is sooner.

For the purposes of this Article, Ecomaison's Accreditation expires when the Accreditation currently in place on the date on which the Contract is signed:

- lapses without being renewed, or
- when there is an interim period between the end of one Accreditation period and its renewal or extension, or the signing of a new Accreditation agreement.

4.6 - As such, if Ecomaison's Accreditation is renewed then the Contract will continue to apply, notwithstanding Ecomaison's right to propose modifications or propose a new Contract for the new Accreditation in order to better meet the requirements of the channel and take account of the specific conditions of the new Accreditation agreement.

4.7 - The Contracting Party may be released from the Contract subject to the provisions of Article 8.2.

ARTICLE 5: REGULATORY COMPLIANCE CONDITIONS FOR MARKETERS

By signing the Contract (which in this context constitutes a Membership Contract), the Contracting Party, as a Marketer, and in order to meet the obligations contained in the French Environmental Code, becomes a member of the collective system established by Ecomaison for the purpose of contributing to the prevention of waste, and collection, removal, and processing of Products, and undertakes to pay the membership fees defined in 4.3 and the Eco-fees defined in Article 5.1 of these General Terms and Conditions of Membership, which enable Ecomaison to fulfil the mission defined by its Accreditation. By signing the Contract, it becomes a Member. Ecomaison will provide a Unique ID and a Certificate of Compliance with the applicable regulations following the payment of the first invoice due to Ecomaison. Obtaining and activating the Unique ID is subject to prior payment of the membership fees defined in article 4.3 from the date of implementation of the Ecomaison online payment tool. These fees do not release the Member from its obligation to declare and pay the eco-fees provided for herein.

In addition to the previous paragraph, to meet the obligations imposed on it by the provisions of Article L. 541-10-9 of the French Environmental Code, the Marketplace Contractor undertakes to declare and pay the Eco-fees referred to in Article 5.1 of the General Terms and Conditions of Membership on behalf of Marketers who do not have a Unique ID. By assuming these obligations, it becomes a Member.

The Member is thus fully informed that the signing of the Contract implies its membership of Ecomaison for Products that it manufactures, imports, distributes or markets in the Geographical Scope of Application or for which it is a Marketplace Contractor or a Representative, and confers on it its regulatory compliance with regard to the Register by the allocation of a Unique ID.

To this end, within the confines of the aforementioned Accreditation and the relevant provisions of the French Environmental Code, and within the Geographical Scope of Application, Ecomaison supports, organises and funds preventive actions, collection, removal and processing of used Products and waste resulting therefrom, along with information and communication campaigns and research and development activities, in the context of its Services, using the Eco-fees collected from Members.

The Eco-fees are detailed in the Pricing Scale provided by Ecomaison. This Pricing Scale reflects the costs involved in preventing waste, collecting, reusing and recycling used Products, and includes Eco-modulations.

Ecomaison guarantees that, throughout the duration of the Contract, this membership status (on the condition that the declarations are accurate and the Eco-fees defined in Article 5.3 below are paid accordingly) will be considered by the Public Authorities as sufficient proof that the Contracting Party abides by its obligations as defined in the French Environmental Code and under Article 2 above.

The Member shall have access to all Services described in Article 6 below, intended to help it reduce the environmental impact of its Products.

5.1: General principles

5.1.1 - In order to allow Ecomaison to fulfil the missions imposed by the Accreditation, the Member will pay to it, subject to the conditions defined hereunder, Eco-fees on a quarterly basis.

These Eco-fees are set using the Pricing Scale, accessible online on the Ecomaison website.

The Eco-fees are due on the date of complete and final conclusion of the sale as well as when donations are made and from the invoiced or uninvoiced stock withdrawals, within the Geographical Scope of Application.

5.1.2 - In the event that the Contract should be terminated (see Article 8), the Member shall no longer have any financial obligations to Ecomaison, with the exception of any outstanding obligations, calculated on a pro rata basis, for the remaining Contract period. The Member therefore remains bound by all its obligations until the end of the Contract. In particular, it must complete all the declarations pertaining to its marketing activities under the terms of the Contract and will be required to pay all the invoices relating to and/or not yet paid on the date of termination of the Contract. At the end of the Contract, Ecomaison will provide the Member with an inventory of the obligations fulfilled and those not yet fulfilled by the Member.

5.1.3 - In the event of a default by Ecomaison mentioned in Article R541-124 C. of the French Environmental Code, the Member undertakes to pay the Eco-fees to another accredited producer responsibility organisation designated in accordance with the procedures provided for in Article L 541-10-7 C of the same code.

5.1.4 - The Member authorises Ecomaison to share with ADEME the information required for the Register.

5.1.5 – The Member undertakes to include the Unique ID in its General Terms and Conditions of Sale or, where it does not have any, in any other contractual document communicated to the customer, as well as all presentation documents for Products for which it is the Marketer.

5.2: Revision of the Pricing Scale

Ecomaison reserves the right to modify this Pricing Scale without consultation, including changing the value of Eco-fees, no more than once per year, with the exception of unforeseen circumstances.

The new Pricing Scale will be approved by the relevant Sectoral Committee. The new Pricing Scale is subject to a request for approval from the Stakeholders' Committee and notification sent to the Public Authorities and is notified to the Member six (6) months before its application.

The Member implicitly accepts this new Pricing Scale by continuing to honour this Contract.

Any modification of the contractual terms and conditions entitles the Member to terminate its Contract, under the procedures detailed in Article 8.2.2 of the General Terms and Conditions of Membership.

5.3: Declaration of marketing activities and payment of Eco-fees

5.3.1 – Quarterly system

As specified in point 5.1.1, the Contracting Party shall declare all its sales on a quarterly basis.

5.3.2 Dispensation Scheme

The Contracting Party may benefit from the Dispensation Scheme allowing it to pay the amount of Eco-fees due for their annually declared products placed on the market.

5.3.3 - A minimum declaration charge is set at fifteen (15) euros excluding VAT for quarterly declarations and sixty (60) euros excluding VAT for annual declarations. This minimum invoiced declaration applies per Contracting Party and per channel, irrespective of the tonnages declared.

5.3.4 - Eco-fees are paid by the Member to Ecomaison on the basis of the marketing declarations submitted via the Information System at the end of each quarter (or year, for Members subject to the Dispensation Scheme). These Eco-fees are calculated on the basis of actual quantities marketed each quarter (or year, where applicable).

The Member shall complete the declaration form via the Information System, containing the quantities of Products marketed. The Member hereby confirms that it understands the workings of the Information System service provided by Ecomaison for the purpose of submitting declarations. Declarations will only be considered as properly submitted (for the purposes of this Contract) once they have been confirmed by the Member. Simply saving marketing data without confirming submission of the form does not count as a valid declaration.

Once the declaration has been properly submitted, Ecomaison will draw up the corresponding invoice and send it via email to the Member (directly to the invoicing contact designated on the Information System or, if no such contact has been named, the signatory of the Contract), for payment within the deadline stipulated in Appendix 2 of the General Terms and Conditions of Membership, which the Member has explicitly accepted. By way of exception, the invoice may be adjusted in accordance with the provisions of Article 5.4.

5.3.5 - Any Member who has not declared the quantities of Products for a given period within the contractual deadlines set out in Appendix 2, must submit its declaration and pay all relevant invoices without delay.

5.3.6 - All payments must be made by bank transfer or direct debit. The Member must provide Ecomaison with its bank details during the first declaration session. If it so wishes, it may establish a standing payment order. This process must be repeated every year at the start of the annual declaration period, via the Information System. Any costs associated with payment methods shall be borne by the Member.

When the payment method is available, it is also possible to pay the sums due via the Ecomaison partner's online payment tool, according to the conditions specified when using said tool.

5.3.7 Any rejected payments, for any reason whatsoever, may result in the termination of the Contract (in accordance with the provisions of Article 8.1) and the withdrawal of the Unique ID.

5.4: Rebates, Premiums for incorporating recycled materials, Eco-modulation

To benefit from the services described in this article, the Member must be up to date with its declarations and the payment of all its due and payable contributions.

The practical terms for the implementation of these services are defined in the technical datasheet specific to each Channel.

5.4.1 Rebates

Any Member who carries out management operations for waste or reuse on its own behalf, or organises them on its behalf, shall benefit from a Rebate.

Rebates for recycling: Rebates on Eco-fees shall be applied for any Product waste that is recycled or recovered by the Member outside of the Ecomaison operational circuit.

Rebates for reuse: Rebates on Eco-fees shall be applied for any Products that are reused or repurposed in France.

The Rebate system is limited to the quantities of Products marketed by the Member and per channel.

The terms and conditions of application are set out in the technical data sheet on Rebates.

5.4.2 Incorporation of recycled material

The incorporation of recycled raw materials into the Products marketed by the Member is a voluntary initiative for the Member.

The purpose of this Service is to encourage Members to market Products incorporating recycled raw materials.

Firstly, it applies in the form of Eco-modulation in Year Y, in respect of the tonnages placed on the market in Y when declarations are made in accordance with point 5.3.

For premiums to be applied correctly, the Member must ensure to:

- update the coding of its Products according to the Ecomaison nomenclature,
- provide Ecomaison with the evidence required to qualify for premiums.

In addition, the Member may benefit from additional Financial Support by submitting an ad hoc application.

5.4.3 Eco-design premiums and penalties

The Member may benefit from a premium for the use of materials from sustainable management, for recyclability or for the sustainability of the Product for the Products it places on the market, or may incur a penalty in the event of substances preventing the use of recycled material, or recycling disruptors.

It applies in the form of Eco-modulation in Year Y, in respect of the tonnages placed on the market in Y when declarations are made in accordance with point 5.3.

For premiums and penalties to be applied correctly, the Member must ensure to:

- update the coding of its Products according to the Ecomaison nomenclature,
- provide Ecomaison with the evidence required to qualify for premiums.

5.4.4 Accumulation of premiums and penalties

The premiums defined in Articles 5.4.2 and 5.4.3 may be added together. However, no premium may be awarded for a Product affected by a penalty.

5.5: Late payment or settlement of Eco-fees

5.5.1- Eco-fees are payable by the Member to Ecomaison as per the conditions detailed in Article 5.3 of the General Terms and Conditions of Membership. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, invoices not paid on time will be subject to late payment penalties under the conditions defined in Article 5.9.1 of the General Terms and Conditions of Membership, with a fixed charge of forty euros (€40) per invoice added as a recovery fee.

5.5.2 - In the event of non-payment by the Member, Ecomaison will have no choice but to terminate the Contract ipso jure, it being specified that in accordance with Article 5.1.2 of these General Terms and Conditions of Membership, termination will not affect the Member's obligation to pay the Eco-fees due in respect of its marketing activities up to the date of termination.

5.5.3 - If a Member should become aware of an error in a previous declaration, whether in its favour or in Ecomaison's favour, it must inform Ecomaison immediately via the Information System. Retrospective adjustments are calculated using the Pricing Scale in force at the time of the initial declaration, not the scale

in force at the time of retrospective adjustment. In the event of Over-Declaration, the Member may amend the declarations for the current year and those for the previous year.

If either a Member or Ecomaison should identify an error, particularly during the inspections described in Article 5.7 of the General Terms and Conditions of Membership, Ecomaison reserves the right to apply penalty fees as set out in Article 5.9.2 of the General Terms and Conditions of Membership.

5.6: Certification of marketing activities

5.6.1 - The Member certifies to Ecomaison, via the Information System, the veracity of its declarations, including all details of the marketing of Products in the last calendar year.

5.6.2 - Members whose declarations exceed two hundred thousand euros excl. VAT (€200,000 excluding value-added tax) must provide Ecomaison with a certificate from a duly mandated auditor or accountant, confirming the accuracy of the declarations submitted by the Member in question for the previous year. This certificate must be submitted to Ecomaison via the Information System.

5.6.3 - In all cases, the Member must provide confirmation of the accuracy of its declarations (Article 5.6.1) or certification (Article 5.6.2) for the full calendar year, by no later than the end of June in the following year.

5.7: Audits and Inspections

5.7.1 - Ecomaison shall conduct inspections and Audits, at its own expense, by carrying out, directly or through a third-party organisation, inspections on justifying documents and/or at the Member's premises, which it explicitly accepts. The Audit protocol is given in Appendix 4 to the General Terms and Conditions of Membership.

Ecomaison also reserves the right to carry out quarterly inspections.

5.7.2 - These Audits, which may pertain to one or several declarations, will be carried out at Ecomaison's behest as part of a general programme of monitoring, or in response to a claim by the Member. The purpose of these Audits is to ensure that the rules of declaration are duly observed, that Eco-fees are calculated correctly and that the information provided in the declarations is accurate and complete.

Under normal circumstances, Audits may be conducted on declarations submitted in Year Y-1. The identification of a discrepancy for the Y-1 financial year gives Ecomaison the right to carry out additional Audits for the Y-2 and/or Y-3 years.

Under the Eco-modulation scheme, the premium, the rebate referred to in 5.4 or in connection with the application of the Pricing Scale, the Inspections and/or Audits may also be carried out during the current calendar year.

If the event of refusal of an inspection or Audit, the Member will be liable for a penalty equal to 50% of the Eco-fees due for Year Y-1.

5.7.3 - If a Member should submit a revised declaration leading to a credit note from Ecomaison, due to the Member having over-declared the volume of Products marketed, the Member must provide supporting documentation proving the discrepancy between the initial declaration and the revised declaration. Modifications can be made for the current year and Year Y-1. Any significant difference in relation to the corrected declaration will give rise to an Audit by Ecomaison.

5.7.4 - Audits involve the drafting of an Audit report (the "Audit Report") by the expert commissioned for this purpose by Ecomaison, containing details of any anomalies observed.

The Audit Report will be sent to the Member in question, who shall have twenty-one (21) days to submit any observations in writing to Ecomaison or directly to the author of the Audit Report, as of the date on which the Audit Report is received. If the Member subject to the Audit does not raise any objections within this designated response time, it will be considered to have accepted all findings of the Audit Report and any consequences these may entail.

Once this response period has passed, a final Audit Report containing binding conclusions (hereinafter referred to as the "Final Audit Report") will be sent, for information purposes, to the Member in question.

At the end of this process, if discrepancies are still found to exist between one or more declarations (including with regard to the criteria of Eco-modulation) and the Final Audit Report, Ecomaison will invite the Member to settle the problem by i) opening a revised declaration process within ten (10) days of a request to this effect by Ecomaison, and ii) making the necessary revised declarations within ten (10) days of this process being opened.

A revised declaration is required, regardless of the result of the Audit, if:

- The Member is found to have over-declared with regard to the quantity of Products actually marketed (hereinafter referred to as "Over-Declaration"), requiring a credit note from Ecomaison;
- The Member is found to have under-declared with regard to the quantity of Products actually marketed, including mistaken declarations (hereinafter referred to as "Under-Declaration" or "Mistaken Declaration").

If a revised declaration is not submitted in good time, the Member accepts that the conclusions of the Final Audit Report are binding and will be considered equivalent to a revised declaration, with an invoice prepared on this basis by Ecomaison. The Pricing Scale used will be that which was in force at the time of the financial obligations in question, and the same principle applies to the penalties imposable by

Ecomaison and defined in Article 5.9.2 of these General Terms and Conditions of Membership.

5.7.5 - In the event of an Over-Declaration, credit notes issued by Ecomaison will be deducted from declarations currently due and payable at the date on which the credit note or revised invoice is issued. Both Parties explicitly agree that, in the event of an Over-Declaration, Ecomaison will not be liable for any penalty charge or interest payment toward the Member responsible for the erroneous declaration.

If there is still an outstanding balance in the Member's favour, after the sums involved have been deducted from due and payable invoices, this balance will be deducted from the next invoice issued based on the next quarterly declaration, or else repaid to the Member at its request.

In the event of an Under-Declaration or a Mistaken Declaration, the next invoice issued (after the revision process set out above) must be paid immediately and in full by the Member in question.

The Member shall explicitly accept this invoice and recognise its validity and enforceability.

5.7.6 – In the event that the Final Audit Report should identify an error in a previous financial year, for example due to the failure to include a specific product code, Ecomaison will be entitled to extend the Audit to the two (2) preceding years, focusing on the specific infringement identified, in accordance with Article 5.7.2 of the General Terms and Conditions of Membership. The rules set out above shall apply to this new inspection.

5.7.7 – In the event of termination of the Contract by either of the Parties, Ecomaison remains entitled to have an Audit carried out on the declarations made when the Contract was in force.

5.7.8 Inspections

Ecomaison also carries out direct inspections, at any time, on all the declarations made by the Contracting Party, as well as on the supporting documents provided and in accordance with a set of evidence specific to each declaration and in particular to Articles 5.3 and 5.4.

5.8: Sanctions

If the Member should fail to declare its marketing activities by the stipulated deadline, or should submit erroneous declarations, or should fail to pay the corresponding Eco-fees, Ecomaison will terminate the Contract under the conditions defined in Article 8.1 and will be obliged to pass the case on to the Public Authorities, as per the terms of its Accreditation, with the risk that the ADEME will rescind the Member's Unique ID and apply the administrative sanctions defined under Article L. 541-9-5 of the French Environmental Code, in addition to the retroactive application by Ecomaison of Eco-fees, subject to the retroactive conditions specified in the Channel-Specific Special Conditions.

Administrative sanctions shall not preclude the possibility of legal action where Ecomaison should deem such measures necessary, particularly in order to recover any unpaid Eco-fees.

5.9: Penalties

5.9.1 Penalties for late payment

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, the penalties mentioned in Article 5.5.1 of the General Terms and Conditions of Membership will be applicable as follows:

The current legal interest rate plus three percentage points (i.e. 300 base points).

These penalties shall be applicable from the day after the due date of the invoice in question.

5.9.2 Penalties for back payments

The Parties agree that the penalties mentioned in Articles 5.5.2 and 5.7.4 of the General Terms and Conditions of Membership will be applicable as follows:

The current legal interest rate plus three points (i.e. 300 base points), calculated from the day following the contractual due date of the unpaid invoice.

For belated declarations, regardless of the reason for the delay, giving rise to retroactive invoices, the penalty charges will be calculated as of the date on which the invoice should have been paid if it had been drawn up within the correct contractual deadlines, based on a marketing declaration made in keeping with the requirements of this Contract.

Penalties will be applied in the same manner to retroactive payments required after an Audit, due to an Under-Declaration or Mistaken Declaration by the Member, or in cases of Late Sign-Up.

5.10 E-invoicing and e-reporting obligations

As part of the generalisation of electronic invoicing in transactions between taxable entities established in France (B2B) ("e-invoicing") and the transmission of transaction data ("e-reporting") introduced by Ordinance no. 2021-1190 of 15 September 2021, Ecomaison is required, under the legal and regulatory conditions in force:

- i. To issue and send to the Member, via the public invoicing portal or any other paperless digital platform, its invoices for its services carried out in France for the benefit of operators established in France subject to VAT, under the conditions defined in Article 289 bis of the French General Tax Code;
- ii. To provide the tax authorities, via the public invoicing portal or any other paperless digital platform, with the invoicing data for its services carried out for the benefit of operators established abroad (EU and non-EU), under the conditions defined in Article 290 of the French General Tax Code.

Ecomaison provides Services to its Contracting Parties within the Geographical Scope of Application, at no extra charge, in order to assist them with implementation of resources and services intended to reduce the environmental impact of Products.

Every year, Ecomaison may freely modify, add to or withdraw these Services, as per the conditions set out in Article 13 of these General Terms and Conditions of Membership.

For all the Services it uses, the Contracting Party confirms that it is aware of and accepts all the Terms and Conditions of Use (T&CU), procedures and technical specifications relating to these Services, available via the Information System. As such, the Contracting Party may under no circumstances hold Ecomaison responsible for any damage of any kind resulting from the Services detailed below. The Contracting Party retains sole responsibility for its use of these Services and their results and potential consequences, with Ecomaison accepting no liability in this respect.

6.1 Services dedicated to Eco-design support

Ecomaison offers to help the Contracting Party with its Eco-design efforts.

The Contracting Party agrees that Ecomaison may identify it as a beneficiary of the Eco-design support scheme, within the limits of the confidentiality rules defined in these General Terms and Conditions of Membership. For these purposes only, the Contracting Party grants Ecomaison the non-exclusive right to reproduce and use its brand names and logos. A standard page-proof will be sent to the Contracting Party in advance for approval.

The non-disclosure agreement formed by the Parties shall remain in force throughout the entire duration of the Contract and, following its conclusion, for a period of two (2) years.

In the context of the Eco-design initiatives taken by the Contracting Party, Ecomaison reserves the right to pay Financial Support to the Contracting Party subject to conditions specified each year on the Information System.

6.2 Information, awareness and communication services

- By signing the contract, the Contracting Party subscribes to this Service. This implies full awareness and acceptance of all the corresponding T&CU, procedures and technical specifications available on the Information System.

6.2.1 Access to information and tools

Ecomaison will provide the Contracting Party with communication tools and materials, including:

- news on the recycling sector, materials and new uses, and market data;
- Environmental data regarding the sector;

ARTICLE 6 – SUPPORT SERVICES PROVIDED

- Templates for drafting Prevention and Eco-design Plans
- Online tools accessible via a free website.
- The graphic charter for the information referred to in the second paragraph of Article L. 541-9-3 of the French Environmental Code, which sets out the sorting or disposal methods for waste generated from the product
- support for R&D, eco-design, reuse and repair.
- news on the recycling sector, materials and new uses.

A full list of the available communication tools and materials is provided on the Information System.

6.2.2 Communication activities and partnerships

Ecomaison can organise, with the Contracting Party, special operations for the collection of Products in-store, and other in-store activities and training events.

6.2.3 Resource centre

Ecomaison will share its knowledge of the market and its developments.

ARTICLE 7: NON-TRANSFERABILITY OF THIS CONTRACT

Neither Party may, for any reason whatsoever, transfer or assign the Contract and all its components to any third party without the prior written consent of the other Party.

In accordance with Article 3.3.1 of these General Terms and Conditions of Membership, the Contracting Party must inform Ecomaison of any changes to its activities or legal form, it being understood that notwithstanding the previous paragraph, the Contract shall be transferred as of right to the buyer or new parent company if a Contracting Party should be involved in a merger or acquisition. In such cases, the Contracting Party must contact Ecomaison immediately in order to arrange the transfer of the Contract and to ensure that the obligations imposed by the French Environmental Code are met.

ARTICLE 8: TERMINATION, RELEASE AND SUSPENSION

8.1: Justified termination by Ecomaison

8.1.1 - The Contract may be terminated by Ecomaison, ipso jure, automatically, without any additional Notification being necessary and without a court ruling, in the event of non-compliance by the Contracting Party with one of the essential obligations defined in Articles 2, 5, 6 and 10 of the General Terms and Conditions of Membership, and which has not been remedied within thirty (30) calendar days of a formal notice sent by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient. From the date of termination, Ecomaison will send substantiated notification to ADEME concerning the termination in order to delete the Member's Unique ID in the Register

and will include the Member on the list of offenders published on its website.

8.1.2 - The Contract may be terminated ipso jure, without notice and without legal action, if the Accreditation should be withdrawn or not renewed, with no compensation owed to the Contracting Party.

8.1.3 - Termination of the Contract by Ecomaison automatically entails termination of all Services described in Articles 5 and 6 above.

8.2: Release and Termination by the Contracting Party

8.2.1 - As per the terms set out in Article 4.4 of the General Terms and Conditions of Membership, the Contracting Party may decide to bring an end to the Contract no later than 1 October of Year Y, thus preventing the Contract from being renewed for Year Y+1. Notice of this termination must be sent by registered letter with request for acknowledgement of receipt, sent to Ecomaison's head office. If the termination should occur in the course of the calendar year, all Financial Support offered by Ecomaison under these General Terms and Conditions of Membership and/or the any contract held by the Member with regard to collection for the current year and the preceding year will be cancelled, if the value has not been declared by the Contracting Party by the time the letter requesting termination is received.

8.2.2 - In the event of substantial modification(s) (e.g. pricing scale, etc.) of the stipulations of the Contract at the initiative of Ecomaison, the Contracting Party may terminate the Contract without penalty and without notice, within one month of receipt by the latter of the Notification by Ecomaison, under the conditions defined in clause 8.2.5, of the contractual modification(s) in question, unless the Contracting Party has already accepted the latter in whatever form.

Failure by the Contracting Party to give Notification of termination (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) within the aforementioned period of one (1) month shall be deemed to constitute acceptance by the Contracting Party of the aforementioned modifications.

8.2.3 - Any Contracting Party terminating its Contract(s) must prove either that it is no longer operating as a Marketer, or that it shall continue to abide by the obligations imposed by this Article following expiry of the Contract by establishing its own individual waste management system or signing up to another Accredited Organisation. Ecomaison will inform the relevant Public Authorities, providing this information to the Register to ensure that the Marketer is listed.

8.2.4 - Termination of the Contract by the Contracting Party automatically entails termination of all Services offered by Ecomaison.

8.2.5 - Termination of the Contract by the Contracting Party must be carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient.

8.3: Suspension

The Contract will be suspended without compensation for the Contracting Party if the Accreditation is suspended.

ARTICLE 9: COSTS

The Parties shall be responsible for their own costs and expenditure in relation to the Contract, including all fees, costs and expenditure relating to lawyers, consultants, accountants and any other professionals to whom they may have recourse.

ARTICLE 10: CONFIDENTIALITY – GDPR

10.1 - The Parties undertake to:

i) Preserve the confidentiality of the terms and conditions of the Contract, along with all documents, information and data to which they are or may become privy by any means whatsoever in relation to the Contract;

ii) Refrain from disclosing this information to any third parties, with the exception of their advisers, ADEME, the relevant Public Authorities and the government regulator who sits on the Board of Directors of Ecomaison, for specific data only, in accordance with the regulations, without prior written consent from the other Party and subject to any other legal or regulatory obligations.

The previous paragraph notwithstanding, the Contract and any other document relevant to the relationship between the two Parties may be submitted in evidence by either Party in defence of their interests.

The Parties undertake to strictly abide by this confidentiality obligation throughout the duration of the Contract and for a period of five (5) years following its conclusion, regardless of the reason for its termination.

10.2 - Ecomaison undertakes not to pass on personal data concerning the Contracting Party to any third party.

10.3 - Information of a personal nature concerning the Contracting Party will be processed confidentially by Ecomaison.

Personal data will be stored for a period of five (5) years following the end of the Contract.

Any natural person whose personal data is processed by Ecomaison has, in accordance with the GDPR (EU Regulation 2016/679) and the amended French Data Protection Act, the right to access and verify such information, in order to check its accuracy and, where necessary, modify it. Information concerning the

Contracting Party can be consulted online via the Information System, or by writing to dpo@ecomaison.com.

ARTICLE 11: WAIVER

If either Party should choose not to avail of all or part of the rights, powers and privileges to which they are entitled under the terms of the Contract, this decision shall under no circumstances be interpreted as a permanent waiver of these rights, powers and privileges, which may still be exercised at any time. Any waiver of such rights, powers and privileges by either Party must, in order to be considered valid, be presented in writing to the other Party in accordance with the conditions set out herein.

ARTICLE 12: AUTONOMOUS APPLICABILITY OF CONTRACTUAL PROVISIONS

In the event that one or more of the provisions contained in the Contract, and notably in these General Terms and Conditions of Membership, should be found to be invalid, illegal or inapplicable in any way, the validity, legality and applicability of the other provisions contained in the Contract and all its components shall in no way be affected or altered. In such circumstances, the Parties shall undertake to work together in good faith to replace the invalid, illegal or inapplicable provision(s) of the Contract with a valid clause which is equivalent or comparable.

ARTICLE 13: MODIFICATION OF CONTRACTUAL PROVISIONS

13.1 Non-substantial modifications

Ecomaison may, at any time, make non-substantial modifications to the Contract and in particular to these General Terms and Conditions of Membership.

Ecomaison will inform the Contracting Party of any modifications to the Contract via the Information System no less than thirty (30) calendar days before the new provisions take effect.

Any modifications made to the Contract and its appendices will be saved to the Information System, without entitling the Contracting Party to terminate the Contract.

13.2 Modifications due to unforeseeable circumstances

In the event of a change in circumstances unforeseeable at the time of the conclusion of the Contract, notably new regulatory obligations or changes in the economic conditions of the Channels that may excessively change the balance of the Contract, Ecomaison may modify the Pricing Scale and/or the terms and conditions of application of the Pricing Scale, and will inform the Contracting Party three (3) months before these modifications come into force.

In the event of a change in circumstances unforeseeable at the time of the conclusion of the

Contract, notably new regulatory obligations or changes in the economic conditions of the Channels that may excessively change the balance of the Contract, Ecomaison may modify the Pricing Scale and/or the terms and conditions of application of the Pricing Scale, and will inform the Contracting Party three (3) months before these modifications come into force.

The Contracting Party may terminate the Contract without notice and without penalty, within a period of one (1) month of receipt by the latter of the Notification by Ecomaison (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) of the contractual modifications in question, unless the Contracting Party has already accepted these modifications in any form whatsoever.

Failure by the Contracting Party to give notice of termination (carried out by registered letter with request for acknowledgement of receipt or by any electronic means allowing for an acknowledgement of receipt to be issued by the recipient) within the aforementioned period of one (1) month shall be deemed to constitute acceptance by the Contracting Party of the aforementioned modifications.

ARTICLE 14: EXHAUSTIVITY OF THIS CONTRACT

The Contract and all its components – including these General Terms and Conditions of Membership, the Channel-Specific Special Terms and Conditions, including their preambles and appendices, declaration and payment procedures, and declarations to the Register for Members, as well as information regarding the Contracting Parties, online declarations and technical specifications relating to the Services and associated subscription procedures, along with all subsequent documents replacing those mentioned above – represent the full extent of the agreement between the Parties with regard to the subjects covered herein, superseding and replacing all previous written or oral agreements.

ARTICLE 15: RESPONSIBILITY CLAUSE

The Parties shall be held responsible if they fail to respect any of their respective contractual obligations, and promise to compensate the other Party for any damages incurred by the latter as a result of this failure to fulfil obligations, with the exception of any direct or indirect immaterial damages.

ARTICLE 16: EVIDENCE

Ecomaison is equipped with tools (an Information System) allowing for paperless exchanges with

Contracting Parties and the conclusion of agreements between Ecomaison and Contracting Parties in the same manner. By explicit agreement and in accordance with Article 1368 of the French Civil Code, the Parties recognise the probative value of agreements and exchanges concluded and conducted in this manner.

ARTICLE 17: DISPUTES AND APPLICABLE LAW

This Contract was originally drafted in French and is subject to French law.

Before entering into any legal dispute, both Parties will seek, in good faith, to reach an amicable resolution to all disagreements regarding the execution and/or interpretation of the Contract.

As such, in the thirty (30) days following the initial notification of a disagreement by one Party (by registered letter with request for acknowledgement of receipt), both Parties shall endeavour to find a solution to the disagreement. Should they fail to reach an agreement within this time, the Parties shall take all necessary action, including legal proceedings, to defend their interests.

If a Contracting Party should repeatedly fail to submit declarations or to make payments on time, the first notification sent out by or on behalf of Ecomaison, as described above, shall be considered as an attempt to find an amicable solution to subsequent breaches of the same nature. As such, no further Notification by registered letter or further period of thirty (30) days shall be necessary and Ecomaison may refer all outstanding issues to the competent legal authorities upon expiry of this initial 30-day period, while also requesting that the agency responsible for the Register rescind the Contracting Party's Registration Number.

Any legal action taken by either Party which does not abide by the procedure set out in the preceding paragraphs will be deemed invalid.

In the absence of amicable agreement, all legal disputes shall fall within the remit of the Commercial Courts of Paris, including injunctions.

LIST OF APPENDICES FORMING AN INTEGRAL PART OF THIS CONTRACT:

Appendix 1: Online sign-up procedure and paperless communication

Appendix 2: Calendar of declarations and payments mentioned in Article 5

Appendix 3: Audit protocol

APPENDIX 1: Online sign-up procedure and paperless communication

In order to sign the Contract electronically, the full name, email address and telephone number of the signatory will be requested. The telephone number will be used solely for the purpose of this electronic signature and will not be stored in Ecomaison's Information System.

Once the signing procedure has been launched, the signatory will be openly and transparently redirected to Ecomaison's designated partner (Yousign) in order to electronically sign the Contract. During the signing process, the signatory will be asked to enter a "confirmation code" received by text message. This code confirms that the person bound by the Contract is indeed the same person signing the document.

SPECIMEN

APPENDIX 2: CALENDAR OF DECLARATIONS AND PAYMENTS MENTIONED IN ARTICLE 5➤ **Membership fees**

| Type of fees | Amount | Payment term | Condition precedent |
|---|--------|-----------------------------------|--|
| Membership fees per channel (new members) | €50 | 5 days after signing the Contract | In the event of non-payment, the Contract shall be deemed null and void. |

➤ **Quarterly declarations (standard system)**

| Marketing period for Year Y ¹ | From 1 January to 31 March | From 1 April to 30 June | From 1 July to 30 September | From 1 October to 31 December |
|--|----------------------------|-------------------------|-----------------------------|----------------------------------|
| Declaration period ² | From 1 to 30 April | From 1 to 31 July | From 1 to 31 October | From 1 to 31 January of Year Y+1 |
| Payment | 15 May | 15 August | 15 November | 15 February of Year Y+1 |
| Minimum chargeable declaration | €15 | €15 | €15 | €15 |

➤ **Dispensation Scheme: Annual declarations**

| | |
|--|----------------------------------|
| Marketing period for Year Y ³ | From 1 January to 31 December |
| Declaration period ⁴ | From 1 to 31 January of Year Y+1 |
| Payment | 15 February of Year Y+1 |
| Minimum invoices | €60 |

- **By way of exception, invoices for belated declarations (Late Sign-Up or Late Declarations) are payable upon receipt.**
- **It should be noted that the declaration periods and declaration procedures are subject to change in line with any modification to the Pricing Scale, following prior notification.**

¹ Quarter during which the products were marketed

² Period during which the Contracting Party must declare the quantities of Products marketed in the preceding quarter

³ Year during which the Products were marketed

⁴ Period during which the Contracting Party must declare the quantities of Products marketed in the preceding year

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APPENDIX 3: AUDIT PROTOCOL

The independent auditor, commissioned by Ecomaison, will verify that the Member has fully abided by the regulations concerning the Eco-fees, and that its marketing declarations correspond to its actual business activities. The Audit phases are as follows:

- ✓ An email is sent informing the Member of an upcoming inspection;
- ✓ Email contact to inform the Member of the dates available for the preliminary telephone interview and the site visit, accompanied by a list of the documents to be provided during the visit;
- ✓ Telephone conversation between the Member and the auditor, allowing the latter to become familiar with the company's activities and operating environment in order to prepare for the site visit, and in particular to explain the information and documents required to conduct the inspection;
- ✓ Before the visit, the Member prepares the information and documents requested;
- ✓ Member site visit;
- ✓ The auditor produces a draft report which is forwarded to Ecomaison for further discussion, if required, of regulatory issues;
- ✓ Production of the Final Audit Report;
- ✓ Ecomaison sends the auditor's Final Audit Report to the Member;
- ✓ Payment of outstanding sums, if necessary.

The auditor's work will focus primarily on the following issues:

- ✓ Understanding how the Eco-fee is handled in the Member's information system (identifying the Products involved, coding methods, calculation of Eco-fees, IS settings, invoicing conditions, etc.);
- ✓ Analysing the scope and implementation of the regulations as applicable in the Member's circumstances;
- ✓ Checking the accuracy of contribution declarations submitted by the Member based on its business activity, in particular for Marketplace Contractors, the list of Marketers and the dates on which they possessed a Unique ID.
- ✓ For Marketplace Contractors, the auditor shall check the record-keeping and information contained in the register of third-party sellers who have a Unique ID.

In order to fulfil this mission, this inspection will involve the following procedures:

- ✓ **Testing how the regulations are applied based on a selected sample of transactions**
The auditor will select a sample of transactions based on preparatory statements or quarterly declarations of past marketing activities, then provide the Member with a list of selected Products for which they would like to see product files, invoices and documents showing how the corresponding Eco-fees were handled.
- ✓ **Checking the consistency of declarations**
The auditor will check that the activity declarations submitted to Ecomaison are consistent with the Member's actual recorded activity, looking in detail at those activities deemed by the Member to fall outside the scope of the regulations. This comparison will require a breakdown of the Member's total activity, in terms of turnover and number of items sold, into activities subject to the regulations and activities not concerned. This breakdown should be detailed enough (product references and transactions) to make those activities which fall outside the scope of the regulations easily identifiable.
- ✓ **Review of references not subject to the Eco-fee**
The auditor will review the list of references which the Member considers to fall outside the scope of the regulations, based on the annotated reference list provided by the Member.
- ✓ **Testing the coding system**
The inspection will also include compliance tests conducted on a selection of Products, looking where applicable at how sets are coded and declared. The auditors will also verify the weight of a selection of Products, personally overseeing the weighing process.

Furthermore, the independent auditor, appointed by Ecomaison, ensures proper application of the Service for the incorporation of recycled raw materials into Products by the Member, and of its compliant declarations.