

**Authorisation contract in the areas of
packaging materials and single-use plastic products
(contract with authorised representative)**

between

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[.....]

- hereafter referred to as the **Client** -

and

profitara austria gmbh
Vorgartenstraße 206c
1020 Vienna

- hereinafter referred to as **profitara** or **contractor** or **authorised representative** -

1. Introduction

1.1. General remarks

profitara austria GmbH ("profitara") offers consulting services and services for waste management and supports companies in fulfilling waste management obligations and implementing optimisation potentials in waste management. profitara is a service company and a 100% subsidiary of Interzero Circular Solutions Europe GmbH (Interzero).

In connection with the placing on the market of packaging materials and single-use plastic products (hereinafter "products") in Austria, the client has certain obligations in accordance with the relevant waste management regulations (hereinafter the "obligations").

The present contract regulates the performance of the service "authorised representative" by profitara to the client.

1.2. Subject matter of the contract

The Waste Management Act (AWG) and the Packaging Ordinance (Verpack-VO) stipulates that, according to the relevant provisions, foreign obligated parties must or can appoint an agent who is responsible to them for the fulfillment of the respective obligations in accordance with the relevant provisions in Austria. Foreign obligated parties may only appoint one agent at a time.

2. Definitions

For the purposes of this contract, the definitions of the AWG and the Verpack-VO apply.

3. Extent of services

The range of the power of representation (authorisation) arises from the power of attorney granted by the client in accordance with §§ 16a, 16b, 16c and 16d Verpack-VO (Attachment 3).

In addition to the obligations listed in the respective power of attorney, profitara expressly performs the following services for the client:

- a) Receipt of the report on the volume of the products delivered by the client to Austria;
- b) Transfers the producer's responsibility of the products delivered to Austria to an authorised collection and recycling system;
- c) Confirmation to the client about the fulfillment of the obligations from the Verpack-VO.

As far as possible, profitara participates in the respective collection and recycling system of

Interzero Circular Solutions Europe GmbH on behalf of the client regarding the products brought into circulation in Austria by the client and reported to profitara. Interzero operates the collection and recycling system for electrical and electronic equipment, batteries and packaging in Austria. If participation at Interzero is not possible for any reason, profitara will participate with another responsible collection and recycling system regarding the products brought into circulation.

In fulfilling the obligations assumed, the authorised representative is entitled to enter into, change or terminate suitable agreements with the collection and recycling system or waste disposal companies as a representative of the client.

4. Services of the collection and recycling systems

The collection and recycling systems organise the comprehensive installation of the places for accepting the packaging materials / single-use plastic products, the collection of the packaging materials / single-use plastic products handed in at the established collection points and communal collection points, the transport of the packaging materials / single-use plastic products to the treatment facilities, as

well as the treatment of the accepted and collected packaging materials / single-use plastic products. The collection and recycling systems provide the respective services with authorised, approved service providers (collectors, handlers) who guarantee the proper performance of the services as well as compliance with the AWG and the Verpack-VO and all administrative regulations applicable under waste law.

5. Cooperation on the part of the client

In order to fulfill the obligations from this contract, the client's cooperation is required. The client therefore agrees to provide all necessary data, information and fees – fully, properly, on time and up to date – in accordance with the specifications of profitara or the responsible collection and recycling system. This includes, in particular, the transmission of all information / data to the contractor that the contractor needs to fulfill the information and reporting obligations he has assumed (such as, in particular, the submission of a list of the manufacturers or parties with primary obligations).

Furthermore, in accordance with the relevant provisions of the Verpack-VO, the client agrees to guarantee a correct and full report on the quantities placed on the market for each reporting period for each collection, treatment or tariff category. By concluding the contract, the client provides the data required for registration with Attachment 6.

The client must determine the quantities of the products brought into circulation in Austria, in accordance with the specifications of profitara or the respective collection and recycling system, and to announce the respective quantities according to its classification as monthly, quarterly or annual reporter (ongoing report).

At the beginning of a calendar year the client has to confirm the quantities to profitara, via with the annual

final report (JAM) announced for the year just ended, or to announce the quantities of EEE and batteries actually put into circulation.

No later than two months after the termination of this contract, the client is obliged to submit a contract termination notification analogous to annual final report (JAM).

The quantities placed on the market are to be announced by the client via the internet portal made available by profitara. profitara is entitled to adapt the Internet portal to the respective reporting modalities of the collection and recycling system.

The client agrees to adhere to or ensure the obligations arising from the Verpack-VO that are causally directed towards the manufacturer (e.g. forbidden materials, labelling with the symbol, information for owners of treatment facilities, obligations for returns, etc.) and all other obligations pertaining to the manufacturer that arise from other statutory provisions (e.g., declaration of compliance, etc.).

The client is entitled to collect the EEE and batteries on his own responsibility within the scope of his own return options and to reuse or treat them in accordance with the ordinance. In this case, profitara will offer the client an agreement on the crediting of the recorded quantities.

6. Auditing rights

6.1. Audit via profitara

profitara is entitled, at its own expense – itself or by an independent auditor of its choice – to check the quantities put into circulation by the client (in particular the correct allocation and determination of quantities) in the client's company or to have the relevant documents / files made available to it.

The client will preserve all documents that apply for the traceability of the correctness of the notification of the quantities placed on the market in Austria, in accordance with the prescribed statutory periods and allow them to inspect the documents or make these documents available on request.

After the audit profitara will forward the test results to the client and give him the opportunity to comment on them before the final audit report is drawn up. profitara is also entitled to carry out the audit during the year following the termination of this contract. The time and length of the audit will be announced to the client at least one month in advance.

6.2. Audit via the client

The client is entitled to have the above-mentioned audit checked at his own expense by an independent auditor, in accordance with the certification specifications authorised by profitara, and to convey to profitara the test results certified by the auditor. Regardless of an audit by the client, profitara is entitled to make use of the audit right at any time, according to 6.1.

6.3. Results of the audit

If an audit reveals that the client's reports were incomplete or incorrect, the client must submit a corrected report immediately. For back payments, the client must pay interest in the amount of 4 percentage points above the base rate of the ECB.

If a back payment from the client happens through intentional or grossly negligent or untrue or incomplete information, the client must reimburse profitara for the audit costs incurred. All credits or additional payments are to be made immediately.

If the client violates the retention requirements or is responsible for obstructing the audit in such a way that the test cannot be properly completed, profitara or the third party commissioned by it has the right to make a plausible and binding estimate of the quantities and the fees that are actually owed. For back payments, the client has to pay interest in the amount of 4 percentage points above the base rate of the ECB. In addition, the client has to reimburse profitara for the costs incurred by the audit. All credits or additional payments are to be paid immediately.

profitara's right to claim further damages and to terminate the contract remains unaffected.

6.4. Audit of profitara by the authorities

In the event of an inspection of profitara by the authorities, the client agrees to provide all necessary documents, records and information with regard to the contract in question within a reasonable period of time.

7. Fees and conditions for payment

7.1. Fees

The fees for the services in question consist of the fees to the respective collection and recycling system (based on the quantities put into circulation by the client in Austria and the respective applicable tariffs of the respective collection and recycling system) and the fees to profitara. The provisions on remuneration are set out in detail in [Attachment 9](#).

7.2. Conditions for payment

The invoices sent by the collection and recycling system to profitara are checked by profitara for their factual accuracy and transmitted to the client together with the profitara invoice.

The invoices issued by collection and recycling system are to be paid by the client in accordance with the respective terms of payment. All consequences in connection with late payments affect the client entirely.

The fee for profitara is to be paid immediately at the time of ordering the contract via the webshop by credit card. In the event of a rejection of the credit card charge, the customer is obliged to pay the fee within 14 days plus any costs incurred. These costs include, among others, the costs incurred due to the cancellation of the credit card charge.

In order to prevent competitive advantages as a result of retroactive participation in the system, the client is obliged to pay late payment interest in the amount of 4 percentage points above the base rate of the ECB for the quantities put into circulation before the current calendar year.

Unless the client's counterclaims against profitara or the respective collection and recycling system have been recognised by profitara or the respective collection and recycling system or have been legally established, the client is not permitted to offset any fees due or to withhold them.

8. Duration of the contract

8.1. Start of contract and duration

The contract begins from the moment of ordering through the webshop and becomes operational (reporting of amounts, etc.) at the beginning of the calendar quarter following the time of signing or with the start of reporting specified at the end of the contract, subject to the condition precedent that the registration of profitara as an authorised representative is actually carried out by the Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology (BMK)) in accordance with the relevant provisions of the Verpack-VO. The contract is concluded for an indefinite period.

8.2. Ordinary termination

The contract can be terminated by either party without giving reasons, subject to a six-month notice period,

effective at the end of each calendar year, for the first time at the end of the first full calendar year.

8.3. Extraordinary termination

If there is a substantial reason for termination, the other party to this contract has the right to extraordinary termination without a time limit. The following in particular are classified as such weighty reasons for termination:

- a) the cessation of business operations or if insolvency proceedings (confirmation by the insolvency administrator) are opened against the other contracting party (or the opening is rejected due to lack of assets);
- b) the discontinuation of the prerequisites for the registration of the contractor as an authorised representative according to Verpack-VO. If the prerequisites cease to apply only in relation to

individual areas (i.e. only batteries), the right to extraordinary termination exists only with regard to the part of the contract relating to this area (partial termination). With regard to the areas not affected by the elimination, the contract remains in effect.

If there is a repeated breach of contract that is not stopped despite a warning and a reasonable grace

period, the contracting parties have the right to extraordinary termination at the end of each calendar quarter.

After notification of a tariff change by the respective collection and recycling system, this contract can be canceled by the client with a notice period of 4 weeks, effective at the end of each calendar quarter.

9. Other agreements

9.1. Attachments

The attachments are part of the contract in their currently valid version.

9.2. Changing the contract

profitara is entitled to make changes or additions to this contract or to the attachments to the contract that are made exclusively for updating or in the interest of efficiency or for reasons of legality and the functioning of the authorization, without the consent of the client, by means of a unilateral notification and in compliance with a reasonable lead time. In the event that the client does not agree to such a change, he can exercise the extraordinary termination according to the last section at point 8.3.

9.3. Invalidity of individual provisions

Should any provision of this contract be unworkable or unenforceable, this does not affect the effectiveness of the rest of the contract. In such a case, the parties agree to replace the unworkable or unenforceable provision with an effective or feasible provision that corresponds as closely as possible to the spirit and purpose as well as the economic aim of the contract. The same applies to any loopholes in this contract.

9.4. Written form

Any changes or additions to this contract must be made in writing. This also applies to the suspension of the writing requirement. The termination according to 8.2 and 8.3 must be made by registered letter. The contracting parties have not made any verbal subsidiary agreements.

9.5. Company address

For each contracting party, the address of the other contracting party given in this contract is definitive. All notifications and mailings from one contracting party to the other contracting party can be effectively carried out at this address, as long as a new address for the other contracting party has not been expressly given in writing. Each contracting party must

immediately notify the other contracting party in writing of any changes to the company address. Changes to the content of [Attachment 3](#) (power of attorney) and [Attachment 6](#) (master- and registration data) must be immediately communicated to profitara by the client.

9.6. Confidentiality

profitara will treat data and information that the client makes available, or that profitara becomes aware of in the course of the execution of the contract, as confidential, will protect it against unauthorised access and will not use it for purposes other than the execution of this contract. The obligation of confidentiality also applies to legal successors and includes verbal confidential information. profitara will only disclose confidential information if it is obliged to do so by law or if it is made to do so by an official or judicial authority.

The obligations to confidentiality do not apply to information that is or will be publicly available at the time of its transmission by profitara without violating this agreement.

profitara is entitled to publish a list of foreign obligated companies that states the collection and treatment category for which profitara is authorised or to pass this information on to third parties. profitara is also entitled to disclose the client's data to the respective collection and recycling system or the responsible authorities, insofar as this is necessary to fulfill their legal and contractual obligations.

9.7. Data security

The contracting parties will take all reasonable measures to ensure compliance with the Data Protection Act and to prevent unauthorised access by third parties to the client's data. profitara will properly delete or destroy discarded data carriers containing the client's data.

9.8. Liability

Both parties are fundamentally liable in accordance with the statutory provisions, but the authorised representative is not liable to the client in cases of

minor negligence on the part of his organs or vicarious agents. The liability of the authorised representative towards the client for gross negligence is limited to the amount of the coverage of the liability insurance that is maintained. This does not apply if the authorised representative is blatantly at fault or the limitation of liability is otherwise contrary to public morals. The authorised representative maintains liability insurance with a coverage up to EUR 2,000,000.00.

In addition, a liability claim against the authorised representative is considered to be justified only if the proper cooperation of the client, as agreed in the contract, is given. In particular, this requires that the client has complied with his information and reporting obligations completely, truthfully and on time. The client is liable for all consequences of improper cooperation.

The client agrees to indemnify and hold harmless the authorised representative, for all expenditures

incurred in fulfilling this contract (in particular due to incorrect, incomplete or late reports and payments).

9.9. Legal process

profitara and the client strive to reach an agreement in the event of any discrepancies. Should the parties fail to reach a settlement in the event of disagreements, all disputes arising from or in connection with this contract must be decided by the court in Vienna having subject-matter jurisdiction. The law of the Republic of Austria applies exclusively, the UN sales of goods law is excluded. The relevant language according to this agreement is German, even if the correspondence is to be conducted in a different language.

9.10. Execution

The present contract is drawn up in duplicate. Each of the two contracting parties will receive a copy.

__01.01.2023__
Reporting start

Place, date

Place, date

Stamp and signature of profitara

Stamp and signature of the client

Attachments

Attachment 3: Power of attorney packaging materials / single-use plastic products

Attachment 6: Master and registration data packaging materials / single-use plastic products

Attachment 9: Fees packaging materials / single-use plastic products

Power of attorney - packaging materials / single-use plastic products

between

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- hereafter referred to as the **Client** -

and

profitara austria gmbH
Vorgartenstraße 206c
1020 Vienna

- hereinafter referred to as **profitara** or **contractor** or **authorised representative** -

The Packaging Ordinance (Verpack-VO) stipulates - on the basis of the Waste Management Act (AWG 2002) - that foreign mail order companies (packaging materials) and foreign distance distributors (single-use plastic products) in Austria must designate an authorised representative – or foreign manufacturers of packaging materials and single-use plastic products can designate an authorised representative – who will register them in a manufacturer register and who is responsible for carrying out the obligations of foreign mail order companies / foreign distance sellers or foreign manufacturers.

A **foreign manufacturer** is - within the meaning of § 12b (2) AWG 2002 - (i) any person who sells packaging materials or packed goods or any person who sells single-use plastic products in Austria to other than private end consumers and (ii) is based in another member state of the European Union.

A **foreign mail order company (packaging materials)** is anyone who hands over packaging materials or packed goods in Austria directly to private end consumers using distance selling - within the meaning of § 5a KSchG - and is not based in Austria.

A **foreign distance distributor (single-use plastic products)** is anyone who sells single-use plastic products, except packaging materials, in Austria directly to private end consumers using distance communication technology and is not based in Austria, but in another member state (of the EU) or in a third country.

The AWG 2002 and the Verpack-VO implement the directive of the European Parliament and the Council on packaging materials and waste packaging materials in Austria. According to Verpack-VO, foreign manufacturers, foreign mail order companies or foreign distance distributors can only appoint one authorised representative.

As an authorised representative, profitara assumes the obligations of the client in Austria, in accordance with the AWG 2002 and the Verpack-VO and in connection with the placing packaging materials / single-use plastic products on the market. For this purpose, the following is agreed:

1. Within the meaning of §§ 16a, 16b, 16c or 16d Verpack-VO, the client transfers to profitara as the sole authorised representative the fulfillment of his obligations as a foreign manufacturer or foreign mail order company (packaging materials) or foreign distance distributor (single-use plastic products) according to the Verpack-VO.

2. The authorisation concerns the following area:

Area of authorisation	foreign manufacturer (packaging materials) ¹⁾	foreign mail order company (packaging materials) ¹⁾	foreign manufacturer (single-use plastic products) ¹⁾	foreign distance distributor (single-use plastic products) ¹⁾
Appointment as an authorised representative for the area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹⁾ For the definition of “foreign manufacturer”, “foreign mail order company” (packaging materials), or “foreign distance distributor” (single-use plastic products) see above.

3. The authorisation applies to the following scope:

Scope of the authorisation packaging materials	household-packaging	commercial packaging
Paper	<input type="checkbox"/>	<input type="checkbox"/>
Glass	<input type="checkbox"/>	
Ferrous metal	<input type="checkbox"/>	<input type="checkbox"/>
Aluminium	<input type="checkbox"/>	<input type="checkbox"/>
Plastic	<input type="checkbox"/>	
Foils (incl. strapping tapes and adhesive tapes)		<input type="checkbox"/>
Moulded containers		<input type="checkbox"/>
EPS		<input type="checkbox"/>
Beverage cartons	<input type="checkbox"/>	
Other composite materials	<input type="checkbox"/>	<input type="checkbox"/>
Ceramics	<input type="checkbox"/>	<input type="checkbox"/>
Wood	<input type="checkbox"/>	<input type="checkbox"/>
Textile fibres	<input type="checkbox"/>	<input type="checkbox"/>
Biodegradable materials	<input type="checkbox"/>	<input type="checkbox"/>

Scope of the authorisation single-use plastic products	
Wet wipes	<input type="checkbox"/>
Balloons	<input type="checkbox"/>
Tobacco products	<input type="checkbox"/>
Fishing gear	<input type="checkbox"/>

4. The authorisation includes the following specific authorisations and obligations of the authorised representative:
 - a. Registration as an authorised representative in the register in accordance with § 22 (1) AWG 2002, specifying the data in accordance with §§ 16a (2) Z 1, 16b (3) Z 1, 16c (2) Z 1 or 16d (3) Z 1 Verpack-VO;
 - b. Transmission of the data to the register, in accordance with § 22 (1) AWG 2002, separately for each authorising foreign manufacturer, foreign mail order company (packaging materials) or foreign distance distributor (single-use plastic products);
 - c. Information of every person in charge to fulfill the obligations in accordance with § 13g (1) Z 1 to 4 AWG 2002 (packaging materials) or every affected manufacturer in accordance with § 12a (4) Z 1 and (5) Z 1 AWG 2002 (single-use plastic products) about the type and scope of an authorisation as well as any changes to the same, and the quantities of packaging materials or single-use plastic products that affect him (in the case of packaging materials broken down into household packaging and commercial packaging, in each case specifying the collection category), for which the manufacturer is responsible (only for „foreign manufacturers“);
 - d. Submission to the register of a list of the persons in question, who are in charge to fulfill the obligations, in accordance with § 13g (1) Z 1 to 4 AWG 2002 (packaging materials) or manufacturers in question in accordance with § 12a (4) Z 1 and (5) Z 1 AWG 2002 (single-use plastic products) (only for „foreign manufacturers“);
 - e. Notification of any cessation of activity by the authorising person or the authorised person by way of the register, in accordance with § 22 (1) AWG 2002 and
 - f. Notification of the placing on the market, collection and handling, separately for each authorising person, to the responsible register or to the respective collection and recycling system.
5. The client guarantees that the authorised representative will be provided with all the documents required to fulfill his tasks and that any changes to the data will be made known immediately.
6. The client grants the authorised representative the right to conclude contracts that are binding on the client in connection with his obligations under the Verpack-VO as well as the amendment and termination of these contracts.
7. The authorised representative expressly agrees to the assumption of the stated obligations.
8. This power of attorney is in effect for an indefinite period. The power of attorney generally ends with the termination of the proxy contract, without the need for a separate declaration with regard to the power of attorney.

Place and date

Stamp and signature of the client

Place and date

Stamp and signature of the authorised representative

Master and registration data – packaging materials / single-use plastic products

The authorised representative must transmit the data to the register in accordance with §§ 16a (2) Z 1, 16b (3) Z 1, 16c (2) Z 1 and 16d (3) Z 1 Verpack-VO. This deals with the data cited below. The information marked with * must be entered by the client in any case.

1. Name, postal and e-mail address

Company name (incl. legal form)*

Street and house number*

Postal code*

City*

Country*

Telephone (general)

Fax (general)

E-mail (general)*

2. Commercial register number, association registration number

National identification number (commercial register number)*

3. Sector code

Sector code 4-digit (NACE)*

4. Contact person and address

Title ☐ Mrs. ☐ Mr.

First and last name*

Telephone number (personal)

E-Mail (personal)*

5. Tax number

European or national tax number*

6. Categories of packaging materials and single-use plastic products placed on the market

Information contained in the power of attorney document.

7. Name of the respective collection and recycling system

Will be provided by the authorised representative.

Date:

Company stamp, signature:

Muster

Fees – packaging materials / single-use plastic products

The fees for the services according to the contract with the authorised representative in the area of packaging materials / single-use plastic products consist of the charges for the collection and recycling system (for the collection and treatment / recovery of the collected packaging materials / single-use plastic products in accordance with the regulations) and compensation to profitara (for the fulfillment of the contract with authorised representative and of the obligations listed in [Attachment 3](#)). This includes the fees plus statutory sales tax.

Fees for the collection and recycling system

The fees for the collection and recycling system are based on the volume of packaging materials / single-use plastic products brought into circulation in Austria by the client and the applicable legal tariffs for each tariff category of the collection and recycling system. The currently applicable tariffs of the responsible collection and recycling system are made available to the client by profitara.

According to the classification as annual reporters (≤ 1.500 EURO/annually), quarterly reporters ($> 1.500 \leq 20.000$ EURO/annually) and monthly reporters (> 20.000 €/annually), fees are to be paid annually, quarterly or monthly, in accordance with the collection and recycling system's terms of payment.

Fees for profitara

The annual fee for profitara is determined as follows:

Fee for foreign persons (packaging materials)		
Monthly reporter	Quarterly reporter	Annual reporter / flat fee recipient
800 € / annually	500 € / annually	300 € / annually

Fees for foreign mail order companies (packaging materials)		
Monthly reporter	Quarterly reporter	Annual reporter / flat fee recipient
800 € / annually	500 € / annually	300 € / annually

Fee for foreign manufacturers (single-use plastic products)	
Annual reporter	
300 € / annually	

Fees for foreign distance distributors (single-use plastic products)	
Annual reporter	
300 € / annually	

The annual fees for the current year are calculated and billed by profitara by the end of March at the latest, on the basis of the estimate sent in with the annual report. Differences between the invoiced amounts and the fees paid according to the annual report will be corrected with the next invoice.