STEPS TO SUBMIT THE MEMBERSHIP AGREEMENT TO JOIN THE ECOEMBES EXTENDED PRODUCER RESPONSIBILITY SYSTEM FOR COMMERCIAL PACKAGING WASTE

1. Fill in the document below with all the required information.
2. Send the completed document to atencionalcliente@ecoembes.com, stating in the subject line of the email: **Commitment agreement to join commercial SCRAP**

MEMBERSHIP AGREEMENT TO JOIN THE EXTENDED PRODUCER RESPONSIBILITY SYSTEM FOR COMMERCIAL PACKAGING WASTE

In      , on            , 2024

BY AND BETWEEN

The party of the first part

Ecoembalajes España, S.A. (hereinafter, “**Ecoembes**”), a non-profit corporation and extended producer responsibility system for light household packaging waste.

Ecoembes is listed in the Business Registry of Madrid under Volume 12,100, Folio 17, Sheet M-190844, Entry 1, with registered office at Calle Cardenal Marcelo Spínola, number 14, 2nd floor, and VAT number A-81601700.

Begoña de Benito, the bearer of DNI 0540749-J, represents Ecoembes herein in her capacity as Director of External Relations and ESG, in accordance with her duties and responsibilities.

And the party of the second part

      (hereinafter, "**the Company**"), a company dedicated to      , with registered office at      , with Tax Identification Number       and registered in the Commercial Registry of       under Volume      , Folio      , Sheet      ,      , the bearer of National Identity Document Number      , hereby represents the company, as evidenced by the copy of the power of attorney that they have shown me and which accompanies this document.

Where applicable, Ecoembes and **the Company** shall be jointly referred to as the “**Parties**”.

The Parties declare that they have sufficient capacity to sign this document and, in accordance with their respective interests, intend to formalize this Agreement, and for this purpose,

THEY DECLARE

1. Ecoembes is a non-profit corporation created pursuant to the provisions of commercial legislation and the then current Law 11/1997 of April 24, 1997 on packaging and packaging waste and related regulations. Ecoembes is an Extended Producer Responsibility System for lightweight household packaging waste with the corresponding administrative authorization to carry out its activity as an Extended Producer Responsibility System.
2. Ecoembes has decided to initiate the necessary process to establish, by segregating the corresponding economic unit that is currently part of Ecoembes, an administrative entity that will be responsible for enforcing the obligations of Ecoembes as an Extended Producer Responsibility System, under the oversight thereof, as provided for in Royal Decree 1055/2022 of December 27, 2022 on packaging and packaging waste.
3. This administrative entity is also expected to be a newly created Extended Producer Responsibility System that will manage commercial packaging waste (the "**Commercial Packaging Extended Producer Responsibility System**"), the producers of which are now also subject to the extended responsibility regime pursuant to Law 7/2022 of April 8, 2022 on contaminated waste and soils for a circular economy and Royal Decree 1055/2022 of December 27, 2022 on packaging and packaging waste. Commercial packaging is that which, without being considered household packaging, is intended to be used and consumed over the course of a wholesale or retail commercial activity involving catering services, bars, offices, markets, as well as the rest of the service sector.
4. **The Company** is a producer of commercial packaging and, consequently, before December 31, 2024, will be required to comply with the obligations of the extended producer responsibility system, all pursuant to the terms provided for in Law 7/2022 of April 8, 2022 on contaminated waste and soils for a circular economy, and in Royal Decree 1055/2022 of December 27, 2022 on packaging and packaging waste.
5. **The Company** has an interest in participating in the Extended Producer Responsibility System for Commercial Packaging, ensuring compliance with its obligations as a producer imposed on it by the applicable laws.

To this end, the Parties agree to enter into this PRE-MEMBERSHIP AGREEMENT, subject to the following

CLAUSES

**ONE**. **Commitment to join the Extended Producer Responsibility System for Commercial Packaging**

By means of this Agreement and subject to the conditions precedent indicated in the following clause, **the Company** undertakes to join to the Extended Producer Responsibility System for Commercial Packaging, which will be run by the managing entity that will be independent of Ecoembes, thus allowing **the Company** to fulfil its obligations as a producer under the terms provided in Law 7/2022 of April 8, 2022 on contaminated waste and soils for a circular economy, and in Royal Decree 1055/2022 of December 27, 2022 on packaging and packaging waste.

**TWO**. **Conditions precedent to formalize the membership**

The **Company** shall formally join the Extended Producer Responsibility System for Commercial Packaging by signing the corresponding membership contract, which will regulate in detail the relationship between **the Company** and the aforesaid Commercial Packaging system.

The **Company's** obligation to sign the aforementioned membership contract is subject to compliance with the conditions specified below:

(i) the creation of the Extended Producer Responsibility System for Commercial Packaging and the system receiving the corresponding administrative authorization

(ii) the signing of the corresponding management agreement between the Extended Producer Responsibility System for Commercial Packaging and its managing entity, which is currently an economic unit of Ecoembes

(iii) the agreement by **the Company** with the economic terms required to join the Extended Producer Responsibility System for Commercial Packaging.

Consequently, until the conditions precedent specified herein are satisfied, **the Company** will not be required to sign the contract to join the Extended Producer Responsibility System for Commercial Packaging, although both Parties undertake to act in good faith and to make their best efforts to comply, to the extent practicable, with the stated conditions from the time this Agreement is signed.

THREE. Transfer of the Agreement

Since to date neither the administrator of the Extended Producer Responsibility System for Commercial Packaging has a legal personality independent of Ecoembes, nor the Extended Producer Responsibility System for Commercial Packaging itself has a legal personality, the Parties acknowledge that Ecoembes signs this Agreement in anticipation of the future Extended Producer Responsibility System for Commercial Packaging, and that it may assign the rights and obligations arising from this Agreement to the administrator that results from the process of separating from Ecoembes and, subsequently, to the aforementioned Extended Producer Responsibility System for Commercial Packaging. Without prejudice to the foregoing and for the sake of clarity, the effects of **the Company**'s obligation to join the aforementioned Extended Producer Responsibility System for Commercial Packaging are subject in any case to compliance with the conditions set forth in Clause Two.

Apart from these specific cases, the Parties may not assign their rights or obligations under this Agreement.

**FOUR**. **Duration of the Agreement**

This Agreement shall be valid until December 31, 2024.

If, by that date, the conditions precedent set out in clause two have not been met, this Agreement shall become null and void. The Parties may, in any case, expressly agree to extend this Agreement before December 31, 2024.

If **the Company** signs the contract to join the Extended Producer Responsibility System for Commercial Packaging, the relationship between the Parties shall then be governed by the provisions of the corresponding membership contract, which will replace this Agreement in full.

FIVE. Data protection

In compliance with data protection regulations, the personal data of the natural persons involved in the signing, management and performance of this Agreement on behalf of either Party shall be processed under the responsibility of the receiving Party in order to enter into, perform, maintain and control the contractual relationship and to comply with its respective legal obligations. The data processing is necessary for the purposes indicated above, and its legal bases are: (i) the existence of a legitimate business interest consisting of the performance of this Agreement; and (ii) compliance with legal obligations. The personal data will only be provided to competent authorities in the exercise of their duties or to third parties when this is necessary to perform the Agreement.

Personal data will be processed for the duration of the Agreement, and thereafter for a period of six years after its termination, for the sole purpose of complying with any applicable laws, unless a longer period of limitation for any legal or contractual actions were to apply to the Parties.

The data subject may exercise their rights of access, rectification, objection, deletion, portability, limitation of processing, right to object to processing based on automated decision-making and any other rights recognized by law regarding the processing for which each Party is respectively responsible, by writing to the addresses specified in Clause Six. The data subjects are likewise informed that they can submit any claim or request related to the protection of their personal data with the corresponding Data Protection Authority, which in Spain is the Spanish Data Protection Agency (www.aepd.es).

Each Party undertakes that it will inform such persons of the content of the provisions herein prior to disclosing to the other Party any personal data of persons involved in this contractual relationship or other third parties, satisfying any other requirements that may be applicable to the proper disclosure of their personal data to the receiving party.

When **the Company** joins the Extended Producer Responsibility System for Commercial Packaging, Ecoembes will automatically transfer the personal data that **the Company** needs to maintain to the Commercial Packaging system, managing and performing the contractual relationship between the Extended Producer Responsibility System for Commercial Packaging and **the Company**. Once this transfer is made, the Extended Producer Responsibility System for Commercial Packaging will become the new personal data controller pursuant to the applicable data protection regulations. The purpose of this transfer is to ensure the continuity of the new contractual relationship between the Extended Producer Responsibility System for Commercial Packaging and **the Company**, its legal basis being the performance of the contract.

SIX. Notifications

Any notifications made by the Parties pursuant to this Agreement must be made in writing and by any method that guarantees proof of receipt, including email, addressed to the persons specified below at the address indicated:

Notifications addressed to Ecoembes: Begoña de Benito, b.debenito@ecoembes.com;

Notifications addressed to **the Company**:

SEVEN. Applicable law and jurisdiction

This Agreement is governed by the provisions herein and, failing that, by the provisions of Spanish common law. The Parties expressly waive any other jurisdiction that may correspond to them and submit to the Courts and Tribunals of the city of Madrid for any disputes that may arise from this Agreement.

In witness whereof, the Parties hereby sign this Agreement in duplicate, in the place and on the date shown in the header.

**Ecoembes** **The Company**

**Begoña de Benito Fernández**, acting here in her capacity as the Director of Institutional Relations and Member Companies for and on behalf **of Ecoembalajes España, S.A. with registered office at Calle de Cardenal Marcelo Spínola, 14, 2ª Planta 28016 Madrid** and VAT No A81601700.

