



CONFIDENTIAL

General Terms of Agreement

1. Background and Parties

Stena Recycling A/S ("Stena") is a company with extensive expertise in the recycling and waste industry. Stena is certified according to ISO 14001 and ISO 45001. Stena's destruction and data confidentiality services are marketed under the brand name STENA CONFIDENTIAL (Stena Confidential). Stena Confidential performs the services on which the orderer ("Customer") and Stena Confidential have agreed, in accordance with the terms and conditions in this Agreement.

2. The Stena Confidential-service

The Stena Confidential-service (Assignment) means that Stena Confidential will collect the material ("The Material") as specified in the agreement form ("Agreement"), to which these General Terms of Agreement constitute an appendix. Stena Confidential shall perform the Assignment in accordance with the provisions of the Main Agreement and associated appendices including these General Terms of Agreement (together constituting "The Agreement"). The Assignment involves the collection intervals as specified in the Agreement. Stena Confidential aims for recycling The Material into new products. For non-recyclable material, other environmentally friendly solutions must be sought. Stena Confidential is responsible for the management, detailed planning and implementation of the Assignment and for ensuring in general that the Assignment is performed in a professional manner. Stena Confidential's security-trained drivers collect the security container from the Customer, at the address/location specified in the Agreement and replace with an empty container. Transport to the destruction facility of the collected security container takes place with a covered, locked and alarmed vehicle, which is GPS monitored. Stena Confidential's security-trained drivers

can also carry out the destruction on the customer's own premise using Stena Confidential's "Mobile Destruction Units" (MDU). The customer receives notifications via e-mail/text message when the security container is delivered to the customer, collected at the customer site, delivered to the Stena Confidential production and in connection with destruction of The Material. Stena Confidential destructs materials according to DIN 66399 (P3/H5).

3. Subcontractors

Stena Confidential reserves the right to freely appoint subcontractors. Stena Confidential assumes responsibility for work performed by subcontractors and will also update the applicable data processing agreement.

4. Sorting

The Customer confirms that he has familiarized himself with Stena Confidential's current sorting instructions. If other types of objects, products or waste than The Material prescribes, the customer will be charged a fee according to the rate used by Stena Confidential at any time for such material. Stena Confidential reserves the right, without prior notice to the Customer, to hand over material suspected of being illegal or of illegal origin to the police.

5. Delivery of keys and locks

All security containers in Stena Confidential are locked by the security staff (either via one-time sealing or cylinder lock) when the material is handed over at the customer's site. To ensure that customer's confidential materials remain confidential, Stena Confidential always recommends that the security containers remain locked during the period it is located at the customer's site. If the customer chooses, despite the above recommendation, that the security containers must be unlocked during the period it is located at the customer's site, Stena Confidential

disclaims any responsibility for any security consequences this may cause for the customer.

If the security container has been unlocked at the customer's site, responsibility for the security container's confidential materials passes from the customer to Stena Confidential, the moment the security driver has locked the one-time sealing or the cylinder lock, to subsequently take the security container for further destruction at the Stena Confidential production site. The customer has full responsibility for ensuring that the security container is unlocked, when the security driver collects the Material.

6. Prices

The services covered by the Agreement are subject to the prices as specified in the Agreement. Stena Confidential reserves the right, however, to make any price adjustments caused by any of Stena Confidential's cost increases that are beyond Stena Confidential's control such as, but not limited to, a price increase from Stena Confidential's relevant downstream partners of The Material, e.g. for destruction, landfill or processing charges, and in connection with changes in other market conditions. The price is based on the description and the collection intervals specified in the Agreement. Stena Confidential reserves the right to adjust the price if the Customers actual volumes for the various kinds of material deviate significantly from the agreed volumes.

If the customer has ordered collection and it cannot be carried out, due to a lack of cooperation from the customer (such as, but not limited to, the security container not being located at the agreed set-up location), Stena Confidential reserves the right to charge a fee for unsuccessful pick-up, which will be invoiced according to normal tariffs.

Furthermore, if Stena Confidential's sorting instructions have not been followed, certain kinds of The Material may be classified in a different category, with the consequence of a



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price increase.

The Customer is also responsible for Stena Confidential's increased sorting cost, higher reception charges and Stena Confidential's other increased costs.

If an authority, in the future, were to impose or increase a tax, charge, or other levy on Stena Confidential, that relates to the Assignment, Stena Confidential is entitled under the Agreement to pass on any such cost increase resulting from this. Statutory VAT is added to all amounts specified in the Agreement. Prices are index regulated annually. The index adjustment follows the development in the "nettoprisindekset" from "Danmarks Statistik".

7. Terms of payment

Payment must be made no later than the date stated on the invoice.

The full invoice amount must be paid in all cases. The Customer is not entitled to offset any claims against Stena.

If payment is made after the due date, the Customer must pay interest on the overdue amount and Stena is also entitled to collect reminder fees and compensation amounts. This is done in accordance with the provisions of the Interest Act.

8. Ownership conditions

Unless otherwise agreed, all containers, other products and physical items associated with the Assignment are and remain, directly or indirectly, Stena Confidential's property. It is the Customer's responsibility to take care of Stena Confidential's property. The right of ownership to the Material passes to Stena Confidential when it is retrieved by Stena Confidential personnel. Stena Confidential assumes no liability in respect of any material that deviates from what the Parties have agreed shall be included in the Material in terms of class, category, sorting, purity and/or that might otherwise cause anything more than minor injury, and the right of ownership to such material remains with the Customer.

9. Confidentiality

The parties are obligated to strict confidentiality regarding the terms of the Agreement as well as the documents and information that the Party comes into possession of in connection with the Agreement.

10. Term of the Agreement

The Agreement remains valid during the period of the Main Agreement as specified in the Main Agreement. The Agreement is extended automatically by twelve (12) months if not terminated by any of the parties. Notice to termination must be served in writing with a three (3) month period of notice. At the end of the Agreement, payment is made in accordance with Stena Confidential's prevailing price list in respect of the collection of equipment provided by Stena Confidential in connection with the Assignment.

11. Termination

Either Party has the right to terminate the Agreement with immediate effect if:

- a) a Party is in significant breach of a provision in the Agreement and fails to rectify the situation within ten (20) days of the Party receiving a written reminder to do so, or
- b) a Party is declared bankrupt, initiates negotiations with creditors or a liquidation procedure, or is reasonably assumed to be cancelling its payments. Notice must be served in writing in order to be valid. In the event of a delay in payment of more than ten (20) days, Stena Confidential has the right, without terminating the Agreement, to discontinue the performance of the Assignment and to collect equipment provided by Stena Confidential in connection with the Assignment. In this event, Stena Confidential has the right to make a charge for the collection of the equipment in accordance with Stena Confidential's prevailing price list.

12. Changes to the Agreement

Any changes and/or additions to the Agreement must be made in written form and signed by both Parties in

order to be valid.

13. Disputes and jurisdiction

These General Terms of Agreement are subject to Danish law.

Any dispute that may arise in the parties' cooperation, which is regulated by the General Terms of Agreement, and which cannot be resolved amicably, must be brought before the Court in Glostrup.

14. Force Majeure

Either Party is exempted from the consequences of omission to perform certain obligations according to the Agreement if such omission is caused by circumstances such as those described below (Force Majeure) if such circumstance prevents or significantly hinders the punctual completion of the obligation. Such exceptional circumstances shall be considered to include public authority measures or omissions, new or modified legislation, labour conflict or blockade at either the Party's or his subcontractors premises, illness or other impairment of working capacity, death, fire, flood, extreme weather, loss or destruction of data to a significant extent or any other event beyond the Party's control, such as war, riot, fire, risk of explosion or authority intervention that means that a Party is not able, or is only able at an abnormally high cost, to perform his obligations under this Agreement.

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