

CITEO PRO General Terms and Conditions

Applicable from 1 July 2026

GLOSSARY

Accreditation: State approval authorising Citeo Pro to offer all its Clients a service whereby Citeo Pro takes over the Clients' statutory obligation to prevent and manage Professional Packaging waste from products made available in France, on their behalf. This approval is provided for under Article L.541-10 of the French Environmental Code and remains subject to compliance with statutory criteria and the specifications drawn up by the Public Authorities.

ADEME: the French Environment and Energy Management Agency, a public institution involved in the formulation of national and local ecological transition policies.

Agency: an Agency Agreement by which a Principal authorises an Agent to submit declarations and pay contributions to the Obligee under specific circumstances listed exhaustively in Article 4.3 herein.

Agent: person entrusted by a Principal, subject to having Agency (which can be tacit), with submitting a Declaration and paying the Contribution on the Principal's behalf under specific circumstances listed exhaustively in Article 4.3 herein. The Agent is regarded as a Client.

Authorised Representative for extended producer responsibility: any natural or legal person established in the Member State where the Producer makes packaging or packaged products available

for the first time, or where it unpacks packaged products without being an end user, other than the Member State or the third country where the Producer is established, and that is appointed by the Producer to fulfil the obligations of that Producer under Chapter VIII of Regulation EU 2025/40. The Authorised Representative for extended producer responsibility is not regarded as a Producer, but as a Service Provider under the Contract.

Client: natural or legal person legally responsible for managing Professional Packaging waste from products made available in France in its capacity as Producer, and having signed the Contract with Citeo Pro.

As a Principal, a Producer can appoint an Agent to enter into a contract with Citeo Pro (the Obligee). In that case, the Agent is regarded as the Client.

The Client can also be represented by a Service provider.

Marketplaces are considered as Clients.

Client Data: all the information forwarded by the Client to Citeo Pro under the Contract, including Personal Data and Declaration Data.

Client Portal: a secure and personal space, purpose-designed for the Client on the Extranet. The Client accesses their space using their login and password. The Client can then apply for membership, conclude the Client Contract, submit a declaration, and access Citeo Pro services.

Confidential Information: any information defined as confidential under Article 6 of the Contract.

Contract: document governing relations between the Client and Citeo Pro comprising in order of priority:

- the General Terms and Conditions and any subsequent replacement terms and conditions;
- the Special Terms and Conditions completed by the Client on the Client portal;
- any appendices listed in Article 15 and updates thereto;
- the Client's successive annual declarations.

Contribution: sum paid annually by the Client in exchange for Citeo Pro taking over its statutory obligation to prevent and manage Professional Packaging waste generated by the products made available in France.

Declaration Data: information declared by the Client on submitting its declaration.

Declaration Guide: appended to this document, it is designed for Clients and explains the rules for submitting a Professional Packaging declaration. It is sent to the Client before the start of the declaration period for Professional Packaging.

Disclosing Party: the initial owner of Confidential Information communicated to the Receiving Party.

Documentary Resources: all the content, training materials, presentations, documents, webinars, ready-to-use guides, and so on, which the Client can access under the Contract.

EPR: extended producer responsibility scheme. With this scheme, Producers are responsible for financing or organising the prevention and management of waste generated by their products at end of life.

Financial Balancing: a mechanism set up between the various Producer Responsibility Organisations from the Professional Packaging stream, in compliance with the specifications set out by coordinating organisations. It ensures the fair distribution of the revenue and expenditure of the different Producer Responsibility Organisations in light of their obligations under Accreditation Specifications.

France: the geographical territory of the French Republic, to which regulations relating to extended producer responsibility (Article L.541-10 of the French Environmental Code) apply. On the date of signature of the Contract, it includes mainland France, Guadeloupe, Martinique, Mayotte, Reunion, Saint Martin and Saint Pierre and Miquelon.

General Terms and Conditions: refers to these General Terms and Conditions, which are a constituent part of the Contract. They set out the services offered by Citeo Pro and the procedures for declaring and paying the Contribution owed by a Client.

Household Packaging: packaging used, or likely to be used, for products consumed or used by Households (as defined by, inter alia, the Order of 2 December 2025).

Marketplace: natural or legal person who, via an electronic interface, facilitates remote selling or delivery of products covered by the extended producer responsibility on behalf of a third party. A Marketplace is regarded as a Client under the Contract if it is subject to the statutory

obligation to prevent and manage Professional Packaging waste, either for its own business activity or that of its third-party sellers who do not have a Unique Identifier, in application of Article L541-10-9 of the French Environmental Code.

Order of 2 December 2025: Order of 2 December 2025 regarding packaging for products used by households and/or professionals and covered by Article R. 543-43 (III) (4) and (5) of the French Environmental Code. This text sets out the rules for differentiating between Professional and Household Packaging, based on the characteristics of the packaging and packaged products (such as volume, mass, size, strength, quantity).

Packaging: Any item, regardless of the material used to make it, intended to contain or protect a product, or serving to handle, transport or present it, meeting the criteria in Article R.543-43 of the French Environmental Code.

Parties: persons bound by the Contract, namely the Client and Citeo Pro.

Personal Data: any information relating to an identified or identifiable natural person in connection with the Client as provided for under the GDPR.

Principal: a natural or legal person legally responsible for preventing and managing Professional Packaging waste made available in France, who has authorised the Agent to carry out in its name and on its behalf the declaration (and any operations relating to it), and to pay the ensuing Contribution.

The Agent is contractually obligated to update the list of Principals and any related information. In addition, the Principal is bound by certain rights and obligations provided for in the Contract on

the basis of the Agency between the Principal and the Agent.

Producer: Any natural or legal person as defined in Article R543-43 (I) (2) of the French Environmental Code.

A Marketplace is regarded as a Producer if it makes Professional Packaging available in France under its own brand and/or on behalf of a third party, in application of Article L541-10-9 of the French Environmental Code, unless it can provide evidence that the third party has already fulfilled its obligations, or in other words, has a Unique Identifier for the stream concerned.

Producer Responsibility Organisation: Company possessing an Accreditation issued by the Public Authorities, in application of Article L.541-10 of the French Environmental Code.

Professional Packaging: any product packaging that is not regarded as Household Packaging.

Public Authorities: all the ministries having signed the Accreditation Order for Citeo Pro.

Rate: all the rules applied to calculate the Contribution. It is published annually in the Rate Guide.

Rate Guide: appendix explaining all the rules for calculating Contribution fees. It is published annually, three months before the new Rate comes into force (unless exceptional circumstances apply, as set out in Article 3.1 herein) It is included in Appendix 1.

Receiving Party: the party receiving Confidential Information from the Disclosing Party.

Reuse Reporting Guide: document providing information on how to declare Reused Packaging.

Service Provider: an entity representing one or more Producers. It is tasked with registering with Citeo Pro on behalf of the Producer(s). It can also take care of managing operations in relation to the declarations made and/or pay the Contributions. The relationship between Citeo Pro and the Service Provider is governed by a specific contract signed by both parties. The Service Provider is not regarded as a Producer and is not an Agent under the Contract.

Special Terms and Conditions: refers to special terms and conditions, which combined with the General Terms and Conditions and their appendices,

constitute the Contract. The Special Terms and Conditions include the administrative and legal information serving to identify the Client.

Unique Identifier (IDU): reference number issued by ADEME, in accordance with Article L.541-10-13 of the French Environmental Code, demonstrating that a Producer is in compliance with its obligation to prevent and manage waste from its products by having registered with an approved Producer Responsibility Organisation.

The Producer has one Unique Identifier per EPR stream (Professional Packaging, Household Packaging, toys, sports items, etc.).

Introduction

Legal and regulatory context

In accordance with the provisions of the **French Environmental Code**, all Producers are required to:

- contribute or provide for the prevention and management of professional packaging waste generated by the consumption or use of their products;
- adopt an eco-design approach;
- support reuse networks;
- contribute to development assistance projects aimed at collecting and processing waste;
- and develop recycling.

In order to meet these legal obligations, Producers can use a **producer responsibility organisation** such as Citeo Pro.

Presentation of Citeo Pro

Citeo Pro, a subsidiary of Citeo and Adelphe, was set up in **2023**, initially to offer Clients a pooled collection system for recycling food service packaging waste.

Accredited in **2026** under the **Professional Packaging EPR scheme**, Citeo Pro now offers its Clients:

- a **pooled system for collecting Professional Packaging waste**;
- and specific services to ensure they fulfil their environmental responsibilities.

Public interest object and purpose

Citeo Pro does not engage in any **for-profit** activities as regards its accredited activities and its mission is to act in the **public interest**.

Its goal is to provide:

- **the best solutions** for its Clients in order to contribute to achieving national targets for waste prevention;
- contribute to reducing, recycling and reusing Professional Packaging;
- provide financial support to reuse initiatives.

Type of Contract

To guarantee **fair treatment of all its Clients**, Citeo Pro offers a **standard contract**, applicable to all its Clients, including Marketplaces.

Article 1 – Purpose

General purpose

The purpose of this Contract is to **govern the contractual relationship between the Parties** to enable the Client to:

- comply with its **statutory obligation to prevent and manage Professional Packaging waste** by contributing to the collective initiative implemented by Citeo Pro in compliance with Article L.541-10 I of the French Environmental Code;
- benefit from the **services offered by Citeo Pro** to help it to honour its environmental commitments.

Managing your statutory obligation

On behalf of the Client, Citeo Pro will take over the **obligation to prevent and manage Professional Packaging waste**:

- for **all Professional Packaging made available in France and declared by the Client**,
- in return for **payment of the Contribution** by the Client, as set out in the Contract.

Scope of take-over

Take-over of waste management by Citeo Pro relates exclusively to:

- Professional Packaging declared by the Client;
- as part of the collective initiative operated by Citeo Pro;

- and in compliance with the legal and regulatory provisions applicable to the Professional Packaging EPR scheme.

Article 2 – Effective date and term

2.1. Effective date of the Contract

2.1.1. In general

The Contract takes effect, **retroactively if applicable**, on the date indicated in the Special Terms and Conditions.

If the Client was already linked to Citeo Pro, prior to **1 July 2026**, through a contract relating to the taking over of its statutory obligation to prevent and manage Food Service Packaging, this Contract **will replace** the previous contract from 1 July 2026.

From that date, the Contract will constitute **the entirety of the agreement** between the Parties with regard to its object.

2.1.2. Acquisition of business activity

If the Client is acquiring **one or more business activities that are already under contract with a Producer Responsibility Organisation**, the Contract will come into effect on **1 January of the year in which the business activities are officially acquired**.

2.1.3. Change of Producer Responsibility Organisation

If the Client was under contract with another Producer Responsibility Organisation on 1 January of the year of signing, the Contract will exceptionally come into effect subject to a **request in writing** on its part:

- **on the date of signature of the Contract** if the previous Producer Responsibility Organisation ceased its business activity during the ongoing year;
- **on 1 January of year N+1** if the Client is signed up with the previous Producer Responsibility Organisation up to 31 December of year N.

2.1.4. Retroactive compliance

If the Client signs a Contract with Citeo Pro after 31 December 2026, without having registered previously with a producer responsibility organisation approved for the Professional Packaging EPR scheme, the Contract will take effect retroactively, provided that, on the date in question, the Client was engaged in an activity whereby it made Professional Packaging available in France.

If the Contract is signed between 1 January 2027 and 31 December 2028:

- the effective date will be **1 July 2026**;
- **failing that**, the date from which the Client actually started making Professional Packaging available in France;

If the Contract is signed after 31 December 2028:

- the effective date will be **1 January of the second year** preceding the signing of the Contract;
- **failing that**, the date from which the Client actually started making Professional Packaging available in France.

2.2. Contract term and end

The Contract runs **until 31 December of the year it came into effect**, or **until 31 December of the year it is signed**, when the contract takes effect retroactively.

It is then **renewed tacitly** for successive annual periods from **1 January to 31 December**, unless terminated as set out in **Article 10.1**.

Article 3 – Undertakings by Citeo Pro

3.1. Taking over EPR Obligations

Scope of take-over

Citeo Pro undertakes to take over the **statutory obligation to manage and prevent waste generated by Professional Packaging declared by the Client** on its behalf.

As such, Citeo Pro undertakes to **comply with all the provisions of its Accreditation**, enabling each Client to be compliant with the applicable legislation in terms of extended producer responsibility (EPR) for Professional Packaging it has declared.

Implementation procedures

In taking over Client obligations, Citeo Pro contributes in particular:

- to the establishment of a **collection, sorting, optimised recycling and traceability system** for all Professional Packaging within the domestic market,
- and to achieving **national targets for waste prevention and management**.

Citeo Pro also implements a **research, development and innovation strategy**, and provides support to Clients with **prevention and eco-design**.

Principles of Client treatment

As a Producer Responsibility Organisation, Citeo Pro undertakes to treat all of its Clients:

- in a manner that is **objective**,
- **transparent**,
- and **non-discriminatory**.

Citeo Pro regularly informs its Clients:

- of the key measures it takes in terms of prevention and management of Professional Packaging waste,
- of the results of studies, R&D concerning eco-design,
- and on new **customised services** offered.

Information on rate changes

Citeo Pro undertakes to notify the Client, by post or by email, of any **change to the Rate** at least **three (3) months** before it comes into effect.

By way of exception, this period may be shortened to **one (1) month** if:

- the statutory or regulatory provisions affecting Citeo Pro's activity, especially in terms of the Rate, are pending publication; or
- factors affecting Citeo Pro's activity, especially in terms of the Rate, are pending communication or approval by the Public Authorities.

3.2. Validation of registration

Confirmation of registration

Citeo Pro undertakes to confirm **validation of the Client's Contract by sending the Client an email within eight (8) working days**.

Awarding of Unique Identifier

Once registration has been validated, Citeo Pro will accomplish the necessary formalities with ADEME in order to have the Client's **Unique Identifier** awarded, certifying compliance with the obligation to prevent and manage waste for Professional Packaging made available in France.

This number will be forwarded to the Client **within eight (8) working days** from:

- validation of registration,
- or from the effective date of the Contract if previously signed.

The period may be extended if ADEME's system is unavailable.

Supply and maintenance of unique identifier

The unique identifier number is:

- accessible in the client portal,
- throughout the term of the Contract,
- provided the Client commits no serious breach of its obligations, in compliance with Article 5.

Transmission of data to authorities

Citeo Pro equally undertakes to forward **all the information required** under current statutory and regulatory provisions to ADEME each year on behalf of the Client.

3.3. Online Client Portal

The Client Portal is provided to the Client to **simplify performance of the Contract**. It allows the Client in particular to:

- carry out all the contractual formalities online (registration, declaration, payment, etc.);
- access its declaration data and contractual and financial information;
- check its unique identifier number and registration certificate.

The Client Portal also provides access to:

- **support tools**,
- **training services** relating to 3R issues and regulatory obligations.

The Client Portal is accessible **24/7**, unless the service is exceptionally interrupted for technical reasons.

3.4. Support and services

Access to services

By taking out a contract with Citeo Pro, the Client has access to **dedicated services and tools**, developed and provided by Citeo Pro to:

- support the Client and help it comply with its statutory obligations regarding Professional Packaging made available in France,
- enable it to commit to reducing the environmental impacts of its Packaging.

These services are **included in the Contribution** and will not lead to additional charges.

Change in services

Citeo Pro reserves the right to:

- add to,
- amend
- or remove

some services during performance of the Contract.

Such services are offered according to the terms and conditions set out in the **specific terms and conditions of use**, which state the applicable rules in terms of:

- confidentiality,
- ownership,
- and liability.

3.4.1. Client Service

Citeo Pro provides its Clients with a team (Citeo Pro or its partners) whose remit is to:

- support Clients in the registration and declaration process,
- answer any questions they may have about EPR.

A telephone helpline is provided for this purpose.

3.4.2. Information and awareness-raising services

Citeo Pro may offer the Client **educational resources and exclusive content**, such as guides, self-learning modules, infographics, webinars, ready-to-use guides, videos, FAQs, and so on.

In line with its multi-annual action plan presented as part of its Accreditation, Citeo Pro also organises **information and awareness-raising campaigns targeted at professionals**.

3.4.3. Guidance on prevention and eco-design

Citeo Pro accompanies its Clients in their **prevention and eco-design** initiatives designed to reduce the environmental impact of their Professional Packaging, with a particular focus on:

- reduction at source;
- reuse;
- recyclability;
- incorporation of recycled material.

Each year, Citeo Pro supports **at least 3% of its members**.

This support may take the form of:

- digital tools (diagnostics, recyclability tests, life cycle analysis),
- assistance in drafting and implementing prevention and eco-design plans,
- sharing best practices,
- monitoring tools.

Based on its Clients' **reporting data**, Citeo Pro implements action plans that are relevant.

It may also provide tools for assessing Professional Packaging recyclability.

R&D funding

Each year, Citeo Pro allocates **at least 2% of contributions collected** to support research and development projects, in accordance with its Accreditation and within the limits of the funding caps set out in the specifications.

3.4.4. Developing Reuse

To help achieve national reuse targets, Citeo Pro:

- contributes to developing reuse solutions,
- contributes to changing practices to incorporate reuse solutions where appropriate.

As such, Citeo Pro allocates a **dedicated proportion of the contributions it receives** to such initiatives.

Reporting of reused packaging

Citeo Pro provides an **annual reporting** solution to collect data relating to Reused packaging items in order to comply with regulatory obligations.

A **Reporting Guide** is forwarded to Clients to help them with this declaration (Appendix 3).

Furthermore, in accordance with its Accreditation, Citeo Pro will offer **standard ranges of Reusable packaging** for the food service sector and, where applicable, for other Professional Packaging to be defined.

Article 4 – Undertakings by Client

General principle

Fulfilment by the Client of the undertakings set out in this article enables it to meet its statutory obligation to **prevent and manage Professional packaging waste** for the quantities declared to Citeo Pro.

4.1. Declaration

4.1.1. Submitting a Declaration

Specific declaration for 2026

To calculate a provisional amount for 2026, the Client must submit a declaration regarding the Professional Packaging made available in France in 2025:

- **before 15 September 2026** if the Contract is concluded before 15 August 2026;
- **within one (1) month** from validation of registration if the Contract is concluded after 15 August 2026.

Annual declaration in principle

Before 1 March each year, the Client completes and submits an annual declaration relating to the Professional Packaging made available in France the previous year.

This declaration will include the following in particular:

- amounts made available in France,
- expressed in **tonnage**, by material or category of materials.

Clients making **small quantities of Professional Packaging** available in France annually (threshold provided every year by Citeo Pro along with the Rate) can opt for a **flat fee** system.

Declaration rules and format

The annual declaration must be:

- completed in keeping with **current models**,

- drawn up in line with the **rules set out in the Declaration Guide** applicable for the relevant year (Appendix 2).

The documents are likely to be amended by Citeo Pro, particularly if the Rate is revised.

Compliance and deadlines

No declaration that is:

- incomplete,
- erroneous,
- or non-compliant with the models or rules applicable,

will be entertained.

If Citeo Pro requires an adjustment to be made, the Client has a period of **sixty (60) calendar days** to submit a compliant declaration.

In the event of a late declaration, the Contribution may be subject to a **surcharge**, in which case the Client will be informed when the Rate is notified.

The surcharge may not, however, **exceed 5%** of the total Contribution due.

4.1.2. Amended Declarations

If the Client realises that an error has been made or that information is missing from its annual declaration, it can submit **an amended declaration**.

It is expressly agreed that:

- **only one amended declaration** will be accepted per declaration year,
- except where an event occurs with a direct impact on the accuracy of the amended declaration, duly justified by the Client.

Amendments must be explained and, where appropriate, accompanied by any supporting documents required by Citeo Pro.

No amendment may be requested **three (3) years** after the deadline for submitting the relevant annual declaration.

Thus, an amendment relating to tonnages made available in year N will not be accepted after **28 February of year N+4**.

4.1.3. Submitting a declaration when retroactive compliance applies

When the Client has signed the Contract under the provisions Article 2.1.4 on retroactive compliance with EPR obligations, it shall submit the annual declarations for the years preceding the signing of the Contract, within six (6) months of signing the Contract.

4.2. Payment of the Contribution

4.2.1. Scope of the Contribution

The Client pays a **Contribution** to Citeo Pro each year, in return for Citeo Pro taking over its statutory obligation to prevent and manage Professional Packaging waste.

The Contribution is calculated based on a Rate designed to cover:

- costs relating to waste prevention, collection, transportation and processing, including the cost of litter;
- costs associated with reuse operations;
- costs relating to the transmission and management of data required to monitor the stream, as well as those relating to communication between streams;
- Citeo Pro's operating costs.

If Citeo Pro defaults, under Article L.541-10-7 of the French Environmental Code, the Contribution shall be paid to another Producer Responsibility Organisation designated by the Minister with responsibility for the Environment.

4.2.2. Calculating the Contribution

The Contribution is calculated based on a **Rate** established mainly **using material weight as a basis**.

The Rate may also be based on other criteria, set out in the **Rate Guide**.

The Rate applicable on the date the Contract is signed can be found in **Appendix 1**.

Rate adjustments

The Rate can be modulated by **incentives** and/or **penalties**, based on the environmental performance of the Professional Packaging made available by the Client.

The Client may also be eligible for a **rebate** if it undertakes or organises certain waste management operations itself, as set out in the Accreditation specifications.

Relevant details will be set out in the Rate Guide where applicable.

Change in rate

The Rate and modulation criteria:

- are set out in the Rate Guide published each year,
- are subject to change depending on statutory and regulatory requirements and technical developments.

The Rate may be revised as set out in Article 3.1, and in particular with regard to:

- the financing required to enable Citeo Pro to perform its work,
- the objectives set out in the Accreditation,
- the Financial Balancing mechanism set up between Producer Responsibility Organisations.

The Rate is available on the Citeo Pro website.

4.2.3. Invoicing procedures

Citeo Pro issues an annual invoice for the Client's Contribution based on its declaration.

The Client will be notified of the **billing schedule** prior to the first invoice being issued. This schedule is subject to change during the year to meet the requirements of the Accreditation and of the Financial Balancing mechanism.

Invoices are issued in **electronic format only**.
A copy is accessible at all times on the Client Portal.

Provisional billing

- All new Clients are invoiced for a **Provisional Contribution**, prorated for 2026 and calculated on the basis of the declaration for N-1.
- From 2027:
 - unless the Client was already under contract with another Producer Responsibility Organisation, it must forward a declaration for N-1 within one month following validation of its registration;
 - if the Client was already under contract with a Producer Responsibility Organisation, the provisional contribution is calculated based on the Contribution for the previous year.

If no declaration is submitted for a given year, the provisional Contribution for the given year is calculated based on the last available declaration.

Provisional billing gives rise to annual **adjustment**:

- if the definitive Contribution is lower a credit note will be issued,
- otherwise, a supplementary invoice will be issued.

In any event, the Client will, at a minimum, be invoiced the flat rate provided for under the Rate.

Invoicing when retroactive compliance applies

When the Client has signed the Contract under the provisions Article 2.1.4 on retroactive compliance with EPR obligations, it will be invoiced based on the retroactive declarations submitted and the rates applicable for each year concerned.

4.2.4. Terms and conditions of payment

Invoices are payable **thirty (30) days end of month** from the issue date.

Payments should preferably be made by bank transfer.

In accordance with Article L.441-10 of the French Commercial Code, any late payment will lead to:

- the application of late payment penalties,
- a flat-rate recovery fee of **forty (40) euros**.

The Client must address any requests for reimbursement concerning an ongoing year to Citeo Pro in writing.

4.3. Specific provisions in relation to Delegates and Service providers

Citeo Pro will only agree to contract with a Delegate in the following cases:

- When a delegation has been issued to a professional organisation by a group of Producers in the same sector;
- When a delegation has been issued by one or more entities with capital links to the Delegate.

It is also possible to set up a Contract via a Service provider provided that there is a specific contract in place between the Service provider and Citeo Pro.

Termination of the contract with the Service provider will not affect the validity of the Client Contract.

In any event:

- Packaging traceability must be guaranteed,

- the Client remains solely liable for fulfilling its statutory and contractual obligations.

Delegates, Agents and Clients represented by a Service provider may be audited in accordance with Article 7.

4.4. Provisions specific to Marketplaces

In accordance with Article L.541-10-9 of the French Environmental Code, Marketplaces must contribute to or provide for the prevention and management of waste from products sold via their platform by third-party vendors without a unique identifier.

In that case, the Marketplace is treated as both **Producer** and **Client**.

Article 5 – Unique identifier

Principle and operation of unique identifier

A unique identifier is a **number attributed by ADEME** to a Producer that has registered with a producer responsibility organisation and transferred its EPR obligations to that organisation.

The Client must include this number in its terms and conditions of sale or in any other contractual document if it does not have any terms and conditions of sale.

A unique identifier is **proof of compliance** by the Producer of its statutory obligations in terms of prevention and management of waste from the relevant scheme.

Awarding and forwarding of unique identifier

Under the performance of the Contract:

- Citeo Pro registers the Client with ADEME once they have joined Citeo Pro;
- Citeo Pro forwards the Client its unique identifier in accordance with the provisions of Article 3.2.

Suspension of Unique Identifier

If the **Client is in breach of its contractual or statutory obligations**, Citeo Pro must **suspend the unique identifier number** of the Client, as set out in the applicable regulations.

Article 6 – Confidentiality

General principle

Under the performance of the Contract, either Party may receive **confidential information** from the other Party.

6.1. Definition of Confidential Information

Confidential Information is considered to include, but is not limited to, the following:

- **Documentary Resources;**
- **Client Data;**
- **Contract**-related information;
- information concerning the **Client Portal**, and, more specifically, the declaration interface made available by Citeo Pro;
- and, more generally, any information relating to the **services offered by Citeo Pro** to its Clients.

6.2. Duty of Confidentiality

Duration of the obligation

Each Party undertakes to ensure the confidentiality of Confidential Information:

- throughout the term of the Contract,
- and for a period of **ten (10) years** after termination regardless of the reason.

Authorised use

Confidential Information may be used **only for the purposes of performing the Contract**.

Protective measures

Each Party undertakes to ensure that Confidential Information:

- is protected and stored in a safe and secure place;
- is kept strictly confidential;
- is disclosed only to members of its staff, its service providers, in the event of authorised sub-contracting, and to authorised persons pursuant to Article 6.4;
- is not disclosed, either directly or indirectly, to any unauthorised third parties or persons;
- is not copied, reproduced, duplicated, in whole or in part, without the prior consent of the Disclosing Party.

6.3. Exceptions to the confidentiality obligation

The confidentiality obligation does not apply to Confidential Information for which the Receiving Party can show:

- that it was already in the public domain at the time of its communication or became available in the public domain through no fault or negligence;
- that it was already known to the Receiving Party before it was communicated by the Disclosing Party;
- that it was communicated free of restriction by a third party authorised to disclose it;
- that its disclosure is required by judicial decision or competent authority (administration, court, court of auditors, etc.).

6.4. Authorised Disclosures

Disclosure to authorities and audit organisations

Citeo Pro is authorised to forward the following to the Public Authorities and to the audit organisations referred to in Article 7:

- Client-related information,
- and specifically Client Data.

As such Citeo Pro may:

- notify the public authorities and ADEME of the existence of the Contract;
- forward a copy of same where appropriate.

In accordance with Article L.541-10-13 of the French Environmental Code, the Client authorises Citeo Pro to provide ADEME with the information required under the French Order of 12 December 2022 on EPR scheme data.

Aggregated and anonymised use of Declaration Data

Citeo Pro is authorised to use the Client's Declaration Data in an **aggregated and anonymised** way, to:

- carry out communication campaigns in relation to sorting practices, collection and recycling of Packaging, and in relation to the circular economy;
- conduct projects and experiments relating to its remit as a Producer Responsibility Organisation, with third parties where applicable;
- design and develop tools and applications related to the circular economy.

Disclosure to service providers and partners

Under the performance of the Contract and its Accreditation, Citeo Pro is authorised to disclose the Client's Confidential Information to its service providers where their involvement is required, provided that they agree to comply with confidentiality obligations that are essentially the same as those provided for in the Contract.

If the Client, upon registration, subscribed to customer relationship management support from a producer responsibility organisation partner of Citeo Pro under the performance of the Contract, Citeo Pro is authorised to disclose the Client's Confidential Information to that partner. The partner is subject to confidentiality obligations equivalent to those set out in the Contract.

Article 7 – Audits

General auditing principle

External audits of declarations submitted by Clients must be carried out in accordance with the requirements of the French Environmental Code.

These audits are conducted:

- by an **independent third-party organisation**,
- using a **specific procedure** under the supervision of the coordinating organisation and forwarded to the Public Authorities (hereinafter the “**Procedure**”).

Citeo Pro undertakes to forward this Procedure to the Client on request.

It is expressly stipulated that Citeo Pro **shall not partake directly** in the audit process, led by the third party organisation, which remains **sole independent auditor**.

Scope and conditions for audits

External audits can:

- take place on **Client premises**;
- cover **one or more annual declarations**.

They are strictly limited:

- solely to the years during which any operations relating to payment of Contributions were still legally possible;
- including when the Client has terminated its Contract with Citeo Pro.

When the Client is selected for auditing, it may not be selected again the following year, unless:

- there are serious indications of errors;
- or breach of its contractual obligations.

By way of exception, a **follow-up audit** may be ordered to check compliance on issues raised during a previous audit.

Additional audits

Independently of statutory audits, Citeo Pro reserves the right to order a **specific audit** in the event of serious indications of errors or breach of the Client's contractual obligations.

The Client will be informed **in advance** of any audit, as set out in the Procedure.

Client obligations during audits

The Client undertakes to:

- allow any audit to be conducted, regardless of the basis;
- provide **all useful assistance** in its successful completion.

As such, the Client undertakes in particular to:

- retain all necessary supporting documents;
- if necessary, ask authorised third parties (suppliers, distributors, survey companies, etc.) to certify such documents;
- on request and promptly, provide any information or document required by Citeo Pro and/or by the service providers conducting the audit.

Follow-up on audits and amendment

In the event of a discrepancy between:

- the Client's declarations (upwards or downwards),
- and the results of external audits,

the Client must **amend** its declaration(s) **within ninety (90) calendar days** from the date the audit report is delivered.

The corresponding Contribution is then:



- recalculated,
- invoiced based on the scale in force on the date the obligations were applicable,
- and a **late payment interest** surcharge may be imposed.

Payment of audit costs

Citeo Pro **only covers costs** relating to external audits carried out by the accredited third party organisation.

Article 8 – Intellectual Property

Ownership rights

Documentary Resources made available to the Client under the Contract are **the exclusive property of Citeo Pro**.

They are made available:

- under the terms hereof,
- and, where applicable, in accordance with the terms of use of IT spaces on which they are hosted.

Terms of use by the Client

The Client is authorised to use the Documentary Resources **solely**:

- under the performance of the Contract,
- and for strictly professional requirements linked thereto.

Any other use is excluded.

Prohibitions

The Client expressly undertakes not to make any:

- reproduction;
- representation;
- public distribution;
- disclosure to third parties,

of all or part of the Documentary Resources without Citeo Pro's prior written consent, **on any media or using any process.**

Authorised communication with counsel

By way of derogation, the Documentary Resources can be forwarded to the Client's legal counsel acting exclusively under the performance of the Contract and solely for the purpose thereof.

Copyright notice

Any authorised reproduction or representation, even partial, must include details of copyright/right of ownership/credits added by Citeo Pro.

Article 9 – Amendments to these General Terms and Conditions

Principle of Amendment

Citeo Pro may make **amendments to these General Terms and Conditions** in order to:

- comply with any new statutory or regulatory requirements;
- meet the obligations resulting from its **Accreditation**.

Prior Client notification

Any amendments to these General Terms and Conditions will be notified to the Client:

- by email or post,
- **at least thirty (30) calendar days** before the date of entry into force of the new provisions.

Citeo Pro may also offer Clients **educational material** to explain the planned amendments.

Access to Amended General Terms and Conditions

The amended General Terms and Conditions will be made **available for download in the Client Portal**.

Acceptance or refusal of amendments

If the Client refuses to agree to the amended General Terms and Conditions, **the Client shall terminate the contract** subject to the conditions set out in Article 10 herein.

Failing termination within the applicable deadlines, the amended General Terms and Conditions will be **deemed to have been unreservedly accepted** by the Client.

Article 10 – Termination

10.1. Termination upon annual expiry

Either Party may terminate the Contract:

- via **registered letter with acknowledgement of receipt**,
- **no later than 31 October** of the current year.

In that case, termination takes effect on **31 December of the same year**.

If a Contract termination letter is received after 31 October, the Contract will end on **31 December of the following year**.

10.2. Termination in the event of refusal of Amended General Terms and Conditions

If the Client refuses to accept the amended General Terms and Conditions, it may terminate the Agreement **without incurring any penalties**:

- by registered letter with acknowledgement of receipt,
- within **thirty (30) calendar days** of issuance by Citeo Pro of the amended terms.

Such termination:

- does not entitle the Client to **any compensation**;
- does not entail the continuation of the previous General Terms and Conditions.

If applicable, the Contract will end **retroactively on the date the amended General Terms and Conditions come into force**.

10.3. Automatic Termination

The Contract **automatically** expires, without notice, compensation or court decision:

- if the Client discontinues the business activity covered by the Contract, for whatever reason, with confirmation sent to Citeo Pro;
- if Citeo Pro's Accreditation is withdrawn or not renewed.

In such situations, Contributions paid by the Client up to the date of termination:

- will **not be reimbursed**,
- will be retained by Citeo Pro for the purpose of fulfilling its contractual third-party obligations, including to local authorities.

10.4. Termination for serious breach

A **serious breach by either** Party of any of its obligations under the Contract may lead to the termination of the Contract by the non-defaulting Party.

By express agreement, any non-fulfilment making it impossible to implement the Contract constitutes a serious breach, in particular:

- failure by the Client to pay its Contribution;
- failure to submit a declaration or submission of an incomplete declaration;
- submission of a declaration that is manifestly fraudulent or falsified;
- refusal to agree to the audits provided for in Article 7 or impeding the remit of authorised third parties;
- conclusion of a contract with another Producer Responsibility Organisation for the same EPR scheme at the same time as concluding this Contract;
- any breach of confidentiality obligations.

In the event of a serious breach not remedied within **thirty (30) days** of a registered letter with acknowledgement of receipt providing notice of the breach in question, the non-defaulting Party may **automatically** terminate the Contract, effective thirty (30) days after receipt of the notification, without prejudice to any **damages** to which it may be entitled.

10.5. Consequences of Termination

Termination of the Contract, for whatever reason, does not release the Client from:

- obligations arising prior to the effective termination date,
- including the obligations in relation to the declaration and payment in relation to Packaging previously made available in France.

From the date on which termination takes effect:

- **the Client's unique identifier will be deactivated.**

The consequences of termination, particularly in the event of change of Producer Responsibility Organisation, are managed in accordance with the provisions of **part III of Article L.541-10 of the French Environmental Code**.

Article 11 – Data Protection

11.1. Processing of Personal Data

Personal Data concerning the Client and/or members of its staff are collected and **processed** by Citeo Pro for the following purposes.

a) Managing the contractual relationship

Citeo Pro processes personal data to identify the Client and its representatives, to manage and follow-up the contractual relationship and to contact the Client under the performance of the Contract.

This processing is **required to perform the Contract**.

The data are saved for this purpose **throughout the business relationship**.

b) Client Information

Citeo Pro may use the Client's contact details to forward information, in particular in relation to:

- obligations arising from packaging extended producer responsibility;
- their implementation;
- measures taken by Citeo Pro in terms of prevention and management of Professional Packaging waste;
- the results of studies, R&D work and eco-design initiatives;
- customised services offered as part of its Accreditation.

This processing helps Citeo Pro fulfil its obligations under its Accreditation and is based on Citeo Pro's **legitimate interest** in informing its Clients and offering them appropriate services.

Data are stored for **three (3) years** from the end of the Contract or the last communication received from the Client.

c) Promotion of Citeo services

Citeo Pro is authorised to use the Client's data to send the Client commercial information in relation to its Citeo Pro's service offering.

Such processing is based on **Citeo Pro's legitimate interest** in promoting its business activities.

Data are stored for **three (3) years** from the end of the Contract or the last communication received from the Client.

11.2. Recipients of Personal Data

Personal Data of the Client collected by Citeo Pro are intended, within the limits of their respective remits:



- for authorised Citeo Pro employees;
- for accredited organisations tasked with carrying out audits as per Article 7;
- for technical service providers tasked with IT tool hosting and maintenance;
- for service providers tasked with drafting and distributing communication campaigns;
- for other Citeo group companies acting in their capacity as subcontractors,
- where applicable, for the producer responsibility organisation partner of Citeo Pro designated by the Client upon registration, if the Client subscribed to support from that partner producer responsibility organisation for customer relationship management under the performance of the Contract, and solely for the purposes of such support.

11.3. Data retention period for non-commercial purposes

In parallel with the specific retention periods set out in Article 11.1, some Personal Data may be retained:

- for the duration of the statutory limitation period for the sole purpose of exercising and defending the legal claims of Citeo Pro;
- for a period in line with the regulatory obligations to which Citeo Pro is subject under the EPR scheme, which may be longer than the statutory limitation period;
- for a period in line with the statutory obligations in force (e.g. 10 years from the end of the financial year for invoices).

11.4. Rights of the Persons Concerned

Any individual whose personal data is processed by Citeo has the following rights:

- right of access;
- right of rectification;
- right of erasure;
- right of opposition;
- right of portability;
- right to issue instructions about what happens to their personal data after their death.

In the event of opposition to data processing based on Citeo Pro's legitimate interests, Citeo Pro will cease to process the data concerned unless legitimate and pressing grounds prevail over the interests, rights and freedoms of the person concerned or for the establishment, exercise or defence of legal claims.

These rights may be exercised:

- by email to: **dpd@citeopro.com**
- or by post to:

*Citeo Pro – Data Protection Officer
2bis avenue de Taillebourg, 75011 Paris, France.*

Proof of identity may be required to process the request.

Any individual whose personal data is collected may contact the **CNIL** (the French data protection authority) in the event of a dispute.

Article 12 – General provisions

Non-waiver

The fact that a Party has not relied on a clause in the Contract does not entail a waiver of its right to later invoke that clause.

Severability of provisions

The Contract provisions are independent of each other. If any of the provisions prove invalid or unenforceable, this shall not affect the validity of the other provisions, and it shall, insofar as possible, be replaced by a valid clause pursuing the same objective.

Entire agreement

The Contract constitutes the entire agreement between the Parties and replaces any previous contract with the same purpose.

Assignment of the Contract

The Contract may not be assigned or transferred in whole or in part by the Client without the prior written consent of Citeo Pro.

By way of exception, the Contract may be assigned or transferred without prior consent in the event of a merger or split, provided that Citeo Pro is promptly notified.

Changes to the regulations

Any changes to legislation, regulations or standards in relation to EPR and the Professional Packaging scheme will automatically apply to the Parties and to the Contract without any need to amend the Contract.

Contract language

The Contract has been drawn up in the French language. In the event of translation, the French version shall prevail.

The declarations and associated documents must be completed in **French or English**.

Article 13 – Disputes

Applicable law

The Contract is governed by **French law**.

Attempt to reach amicable settlement

The Parties shall endeavour to reach amicable settlement in relation to any disputes that may arise in connection with the existence, interpretation or performance of the Contract.

Jurisdiction

Failing amicable settlement within **fifteen (15) days** from written notification of the dispute by the first Party to act, the dispute will come under the exclusive jurisdiction of the Commercial Court of Paris (**Tribunal des Activités Économiques de Paris**).

Article 14 – Contract digitisation and electronic signature

Procedure for concluding a Contract

The signing of the Contract and unconditional acceptance of the provisions thereof shall take place online via a secure website provided by Citeo Pro.

Responsibility for information provided

The Client has sole responsibility for information provided by it during registration and performance of the Contract.

The Client may therefore not rely on an error, omission or inaccuracy in such information to:

- contest the validity of the Contract;
- or evade its contractual obligations in full or in part.

Legal value of electronic signature

The Parties acknowledge that electronic signature of the Signature has the **same evidential value as a hard copy**.

The Contract shall be signed by a person duly authorised to conclude a contract on behalf of the Client.

Article 15 - List of appendices

The following appendices form an integral part of the Contract:

- **Appendix 1:** Rate guide for the relevant year;
- **Appendix 2:** Declaration guide for the relevant year;
- **Appendix 3:** Reporting guide for the relevant year.