

**Reporting Agreement waste companies**

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**THE UNDERSIGNED,**

1. Nedvang B.V. (Nedvang) with its registered office in The Hague and its principal place of business at Overgoo 13, 2266 JZ Leidschendam, lawfully represented by its Managing Director Bianca Lambrechts; and
2. \_\_\_\_\_(Trading or Recycling Company), with its registered office in \_\_\_\_\_ and its principal place of business at \_\_\_\_\_, lawfully represented by \_\_\_\_\_

Party under 1 and under 2 are further herein jointly referred to as the 'Parties'.

**WHEREAS:**

- A. 'Afvalfonds Verpakkingen' (Dutch Packaging Waste Fund) as the standard addressee under the Dutch Packaging Management Decree 2014 ('the **Decree**') is responsible for reporting on achievement of the reuse and recycling targets as laid down in the Decree and to this end submits an annual monitoring report (the '**Monitoring Report**');
- B. The calculation method and reporting conditions with regard to the recycling targets have been adjusted pursuant to European legislation and implemented in the Netherlands through the Dutch Packaging Reporting Regulation of 20 September 2021, which applies for the first time to the reporting year 2022 ('the **New Measurement Method**') as described in the Implementation and Monitoring Protocol on [www.umpverpakkingen.nl](http://www.umpverpakkingen.nl);
- C. Partly for the Monitoring Report, the Dutch Packaging Waste Fund gave the assignment (the '**Assignment**') to Nedvang as the implementation organisation which included doing the following:
  - i. taking care of collecting, verifying, checking and registering the data with regard to the collection, reuse and recycling of used Packages which are necessary to be able to fulfil the obligations under the Decree,
  - ii. in that connection forming contracts with municipalities and waste companies which provide data, and
  - iii. taking care of monitoring the collection, reuse and recycling of Packaging in the waste stage in the Netherlands.
- D. In performing the assignment it is necessary for Nedvang to have reliable data at its disposal about recycling Packaging Waste in accordance with the New Measuring Method (the '**Data**');
- E. The Trading or Recycling Company has Data at its disposal and the Trading or Recycling Company will provide Nedvang with these Data, partly in order to meet the (declaration)

obligations resting on the Trading or Recycling Company pursuant to the Dutch Environmental Management Act (*Wet Milieubeheer*) and Article 10 of the Decree. From the year 2024 onwards the data to be provided will be stated in the Implementation Protocol for Waste Companies (*Uitvoeringsprotocol Afvalbedrijven: the 'UP Waste Companies'*). Depending in part on the laws and regulations in force in a given year, the UP Waste Companies can be amended with regard to the Data to be provided to Nedvang.

- F. With regard to the above the Parties are entering into a reporting agreement (the '**Reporting Agreement**') of which they want to lay down the provisions set out below.

**HAVE AGREED THE FOLLOWING:**

**Clause 1 - Data provision**

- i. The Trading or Recycling Company will provide Nedvang with the Data it has at its disposal and to this end it will fully and correctly complete the Entry Form for the respective year provided by Nedvang and return it within due time to Nedvang.
- ii. If the Trading or Recycling Company knows or ought to know that there is a risk that Data which Nedvang has already been provided with are inaccurate or incomplete, the Trading or Recycling Company shall notify this immediately in writing to Nedvang together with an explanation. In the declaration referred to the Trading or Recycling Company will provide insight into the extent to which the inaccurate or incomplete Data impact on the Data already provided and make a proposal for amendment so that the Data will become accurate and complete.
- iii. Nedvang is entitled to have the accuracy and completeness of the Data audited. The Trading or Recycling Company will cooperate with the audits.

**Clause 2 - A compensation fee for reporting**

- i. Nedvang will assess the Data provided by the Trading or Recycling Company and upon approval will pay a compensation fee for reporting to the Trading or Recycling Company. The compensation fee for reporting amounts to €1,500 excl. VAT per year.
- ii. The Trading or Recycling Company is only entitled to a compensation fee for reporting if and insofar as the provisions of this Reporting Agreement have been fulfilled and no other agreement regarding the provision of data applies between Nedvang and the Trading or Recycling Company.

**Clause 3 - Confidentiality**

Nedvang will treat the Data provided to it by the Trading or Recycling Company confidentially and to this end observe the confidentiality provisions of Article 7 of the Waste Management Contribution Agreement on Packaging of 30 June 2022 (*Afvalbeheerbijdrageovereenkomst: the 'ABBO 2023'*), which has been declared generally binding by the State Secretary for Infrastructure and Water Management with effect from 1 January 2023.

**Clause 4 - Duration and termination**

- i. This Reporting Agreement becomes effective at the moment it is signed and terminates on 31 December 2028. Clause 1 paragraphs ii and iii and Clause 3 will also remain applicable after the duration of the Reporting Agreement.
- ii. Nedvang shall be entitled to dissolve this Reporting Agreement in whole or in part with immediate effect by a written notice without being liable to pay any compensation for damages or costs and without prejudice to its other rights under the law or this Agreement, if:
  - a. the Trading or Recycling Company fails to perform its obligations under this Agreement;
  - b. all or part of the business activities of the Trading or Recycling Company are liquidated or discontinued; or
  - c. the Trading or Recycling Company has been declared bankrupt or has been granted a moratorium.

**Clause 5 - Applicable law**

This Reporting Agreement is exclusively governed by Dutch law. Any disputes arising from or associated with this Reporting Agreement will in first instance be submitted to the District Court of The Hague, unless as yet the Parties agree otherwise.

Bianca Lambrechts  
Managing Director Nedvang

\_\_\_\_\_ [signatory's name]  
\_\_\_\_\_ [name Trading or  
Recycling company]  
Dated \_\_\_\_\_