

## General Terms of Delivery and Service

These General Terms of Delivery and Service (“Terms”) shall apply to all delivery of Products and Services and any other related materials by RePack to the End-User, except if otherwise explicitly agreed in these Terms.

### 1 DEFINITIONS

“**Buyer**” means the Web-store owner and purchaser of RePack Products.

“**Contract**” means the documents defining the terms of the agreement between the Parties. Such documents may include RePack’s quotation, the purchase order (“P.O.”), P.O. acknowledgement and other attachments, but they do not include any other terms, conditions or documents, whether printed on a P.O. form or otherwise. Buyer’s acceptance of these Terms at RePack’s web-site shall also conclude a Contract between the Parties. All P.O.’s are subject to RePack’s written acceptance. All Contract changes must be agreed to in writing by both Parties.

“**End-user**” means individual consumer purchasing goods from Web-Store.

“**Product(s)**” means packaging materials supplied by RePack to Buyer under the Contract.

“**RePack**” means Original RePack Ltd, a Finnish limited liability company.

“**Party/Parties**” means either Buyer or RePack, or both collectively.

“**Service(s)**” means RePack’s logistic, communications and IT services for delivering the reusable packaging service.

“**Web-store**” means Buyer’s on-line web-site for purchasing goods.

“**Voucher**” means a document supplied by Buyer, which entitles End-user to receive a discount from Web-store purchases.

### 2 SCOPE OF THE GENERAL TERMS

2.1 These Terms shall apply when specified in the Contract or otherwise agreed to by the Parties. In case of any discrepancies in the Contract documents or between the other Contract documents and these Terms, these Terms shall prevail. Deviations from or amendments to these Terms shall apply only when agreed to in writing by the parties.

### 3 PRICE, TAXES AND TERMS OF PAYMENT

3.1 Customer will pay the Products upfront by credit card. If Parties have agreed that RePack shall invoice the Buyer, all invoices are due net 14 days from the date of the invoice. All overdue invoices shall bear annual interest at the rate of 10% accruing from the due date until paid in full.

3.2 Prices do not include freight or any value-added or other taxes, duties, fees or other official charges, which shall be added to the prices.

3.3 RePack’s prices are subject to change with 60 days prior written notice.

- 3.4 In the event that payment to RePack remains unpaid more than 30 days after its due date, RePack reserves the right, without any liability and without prejudice to its other rights, to suspend the performance of its obligations under the Contract and claim compensation for any losses and damages incurred.

#### **4 DELIVERY OF PRODUCTS AND END-USER RETURNS**

- 4.1 RePack shall deliver the Buyer the agreed number of Products in accordance with the Contract. Thereafter, Buyer shall inform RePack (i) of any replenishments in advance and (ii) the number of times a Product has been reused after one product cycle without returning it to RePack. Targeted delivery time for orders below 2000 units is 14 days. For orders above 2000 units, RePack shall inform the delivery time separately. RePack shall not be liable for any delays in deliveries.
- 4.2 RePack organizes the delivery, but the Buyer is responsible for paying for the delivery costs. The Buyer shall be granted the right to use the Products for one product cycle upon (i) the delivery at Buyer's site and (ii) the respective payment in full, but RePack shall retain the title to the Products. In the event End-user returns the Product to the Buyer instead of RePack, RePack shall have a right to charge the Buyer an additional fee, which shall be agreed by the Parties separately.
- 4.3 In the event of End-user mistakenly returns his/her purchase to RePack, RePack shall have a right to charge 4,90€ for re-sending the purchases to the Buyer.

#### **5 WARRANTIES**

- 5.1 RePack warrants that Products will be free from defects in design, materials and workmanship. Buyer understands and agrees that Products may be used and recycled.
- 5.2 RePack shall replace defected Products free of charge. Buyer shall notify RePack of defected Products without delay.
- 5.3 RePack shall not be liable for defects due to
- (a) ordinary wear and tear;
  - (b) defects, damages, losses and costs (a) resulting from improper or incomplete handling, storage, operation, maintenance or other use of Products by Buyer or third parties;
  - (c) modifications to Products made by Buyer or any third party without the prior written consent of RePack; and
  - (d) any other acts or omissions of Buyer or any third party.
- 5.4 THE EXPRESS WARRANTIES AND REMEDIES DESCRIBED IN SECTIONS 5.1 and 5.2 TO ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY REPACK TO BUYER. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, ARE HEREBY WAIVED AND EXCLUDED.

#### **6 SERVICE AND REWARD MODEL**

- 6.1 Sections 6.2-6.5 shall only apply for if Buyer has opted-in for service and reward model in the Contract or otherwise agreed for the use of service and reward model.
- 6.2 RePack service includes the development and maintenance of a dedicated microsite for the Buyer. Such microsite is provided by RePack and co-branded for the Buyer. RePack provides automated

reward emails as a service on behalf of the Buyer. Reward emails can be connected to user feedback collection. RePack might provide service communication in dedicated service channels.

- 6.3 Buyer shall provide RePack with Vouchers that are used to reward the End-users, upon End-user's return of Products to RePack. The Voucher value shall be specified between the Parties in the Contract.
- 6.4 Buyer warrants that it has a right to transfer End-user's personal data to RePack and that Buyer complies with the Data Processing Agreement (DPA) attached to these Terms.
- 6.5 Service and reward model can include some or all of the above-mentioned features. New features for the service and reward model shall be agreed separately.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 RePack shall own any and all intellectual property right in and to the Products, Services and thereto related trademarks, design rights, copyrights, trade secrets, patents and other registered or non-registered rights ("IPRs"). RePack shall grant Buyer a royalty-free, non-exclusive, global right to use Products, Services and IPRs during the term of the Contract. Buyer shall have a right to use Products, Services and IPRs only for its own Web-store sales, i.e. re-sale or other use of the Products, Services or IPRs is forbidden.
- 7.2 Any intellectual property rights in and to materials provided by Buyer to RePack for the performance of the Service shall be owned by the Buyer.

## **8 LIMITATIONS OF LIABILITY**

- 8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, REPACK'S LIABILITY TO BUYER SHALL NOT EXCEED THE AGGREGATED PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS DURING A PERIOD OF 12 MONTHS BEFORE THE OCCURRENCE OF THE DAMAGE.
- 8.2 REPACK SHALL IN NO EVENT OR CIRCUMSTANCE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS OR LOSSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO:
  - (a) LOSS OF REVENUE, PROFIT, USE OR PRODUCTION,
  - (b) DELAY SANCTIONS, DOWNTIME OR PLANT SHUT-DOWNS,
  - (c) RAW MATERIAL, ENERGY, UTILITY, LABOUR OR CAPITAL LOSSES OR COSTS, OR FOR
  - (d) CLAIMS RAISED BY END-USERS

## **9 FORCE MAJEURE**

- 9.1 Neither Party shall be liable for any unforeseen events or circumstances beyond its reasonable control including, but not limited to, fire, strike or other labour conflict, acts of God, material shortage, casting failure, war, flood, pandemic or other epidemics, Governmental act or regulation, transportation restriction and the like, and to the extent affecting performance under the Contract. The Party wishing to claim relief by any of such unforeseen events or circumstances shall notify the other Party promptly on the commencement, effects and cessation thereof.

## **10 DATA PROTECTION AND PRIVACY**

- 10.1 Delivery and use of Vouchers to and by the End-users requires that Buyer transfers End-user's personal data to RePack. Buyer warrants to RePack that it can provide a sufficient legal basis for the transfer of End-user's personal data to RePack. Such legal basis may be consent or fulfilment of a contract in the sense of Art. 6 para 1 lit. a and lit. b GDPR.
- 10.2 RePack shall use End-user's personal data only for processing and follow-up of the End-user's order and the delivery of the Vouchers and the care and maintenance of the customer relationship. RePack shall process and store personal data in accordance with all applicable data protection and privacy laws and in accordance with the attached Data Processing Agreement. RePack shall transfer End-user's personal data only to third parties agreed on as sub-processors by the Data Processing Agreement.

## **11 TERM AND TERMINATION**

- 11.1 The term shall be defined in the Contract. Unless otherwise agreed, the term shall commence from the signing of the Contract and shall continue unless terminated by either Party. The notice period shall be 120 days.
- 11.2 A Party may terminate the Contract immediately by written notice to the other Party ("Defaulting Party"):
- (a) upon bankruptcy, insolvency, wind-up or similar proceeding against the Defaulting Party;
  - (b) upon any other material breach of the Contract by the Defaulting Party, which breach has not been completely rectified within 30 days period of time after the receipt of written notice thereof from the Party, not in breach.
- 11.3 In addition to the foregoing, RePack shall be entitled to terminate the Contract by written notice to the Buyer upon failure by Buyer to pay any amount owing to RePack within 30 days from its due date.
- 11.4 Buyer will maintain RePack availability for a period of 120 days after the notice of termination of the Contract, for the purpose of End-users to redeem their Vouchers.
- 11.5 Buyer shall return at its cost any Products remaining in the possession of the Buyer at the date of termination within 10 days from the date of termination.

## **12 CONFIDENTIALITY**

- 12.1 Any and all trade secrets, including but not limited to drawings, designs, samples, other technical, financial, marketing, sales, production, subcontracting, pricing and other confidential and/or proprietary information disclosed by a Party whether pertaining to Products, Services, or otherwise to the Contract, or the disclosing Party, its products, businesses, operations, or plans, shall not be disclosed to any third party by the receiving Party and, unless otherwise agreed in writing and shall be used solely for the purposes of the Contract. The receiving Party shall ensure that its directors, officers, employees and agents comply with the obligations herein. Unless otherwise agreed in writing by the Parties, the confidentiality, non-disclosure and non-use obligations herein shall remain in force to the maximum term permitted by applicable law.

## **13 MISCELLANEOUS**

- 13.1 The Contract or any part thereof shall not be assigned without a written agreement of the Parties.

- 13.2 No waiver of a breach of any provision of the Contract shall constitute a waiver of any subsequent breach of such or any other provision.
- 13.3 If any provision of the Contract shall be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 13.4 Buyer shall not use any other reusable or returnable packaging or packaging service during the term of the Contract.

#### **14 APPLICABLE LAW, DISPUTES**

- 14.1 The Contract shall be governed by and construed in accordance with the laws of Finland, excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 14.2 Any dispute arising out of or in connection with the Contract shall be finally settled in accordance with the Arbitration Rules of Finland Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall take place in Helsinki. Judgment upon the award rendered by the Arbitrator(s) shall be binding and final upon the Parties. Notwithstanding the aforesaid, RePack shall have a right to claim for any outstanding fees and payments in the local court of Helsinki.

## Data Processing Agreement

pursuant to Art. 28 GDPR

### 1 General

(1) RePack processes personal data on behalf of the Buyer within the meaning of Article 28 of the General Data Protection Regulation (GDPR). This contract governs the data protection rights and obligations of the parties in connection with the processing of personal data.

(2) Insofar as terms used in this contract are defined by law in Art. 4 GDPR, the legal definition shall also apply to this contract. This applies e.g. to "personal data", "processing", "controller", "processor", "third party", "consent" and "supervisory authority".

(3) The Buyer decides on the means and purposes of the data processing regulated by this contract. In this respect, RePack is bound by Buyer's instructions. Only with regard to the choice of technical means does RePack have its own discretion.

(4) The purpose of this contract is to ensure the requirements of data protection which legally enable the Buyer to provide RePack access to personal data for processing subject to Buyer's instructions.

### 2 Subject of the contract

The specific object of the processing results from the service contract agreed between the parties. In addition, the nature and purpose of the processing, the nature of the personal data and the categories of data subjects are set out in **Appendix 1** to this contract.

### 3 Rights and obligations of the Buyer

(1) The Buyer is the controller for the data processed by RePack. RePack has the right to inform the Buyer if it considers processing as instructed legally inadmissible (see also No. 4 (4)).

(2) As controller the Buyer is responsible for serving the data subject rights (Art. 12-23 GDPR). RePack will inform the Buyer without delay if the persons concerned assert their rights to RePack.

(3) The Buyer has the right to issue additional instructions to RePack at any time regarding the type, scope and procedure of the data processing. Instructions must be in writing (eg E-mail).

(4) Provisions concerning any compensation for additional expenses incurred as a result of supplementary instructions from the Buyer to RePack remain unaffected.

(5) The Buyer may appoint authorized persons. If authorized persons are to be named, they will be named in **Appendix 1**. In the event that the Buyer updates the appointment of authorized persons, the Buyer will inform RePack in writing or provide an update of Appendix 1.

(6) The Buyer informs RePack without delay if he identifies errors or irregularities in connection with the processing of personal data by RePack.

(7) In the event that there is a duty of information to third parties pursuant to Art. 33, 34 GDPR or any other statutory obligation to notify data subjects, the Buyer is responsible for compliance with such transparency obligations.

#### 4 General obligations of RePack

(1) RePack processes personal data exclusively within the framework of the agreements made and / or in compliance with any additional instructions issued by the Buyer. Exceptions to this are statutory provisions that may oblige RePack to process the data differently. In such case, RePack shall inform the Buyer of these legal requirements prior to processing, unless the law prohibits such notification for important public interest. Purpose, type and scope of the data processing are otherwise exclusively based on this contract and / or the instructions of the Buyer. Any deviating processing of data is prohibited to RePack, unless the Buyer has agreed to this in writing.

(2) RePack undertakes to carry out the data processing only in member states of the European Union (EU) or the European Economic Area (EEA).

(3) RePack is obliged to design its company and its operational procedures in such a way that the data which it processes on behalf of the Buyer is secured to the required extent and protected against unauthorized access by third parties. RePack will coordinate changes in the organization of data processing, which are significant for the security of the data, in advance with the Buyer.

(4) RePack will inform the Buyer immediately if, in its opinion, an instruction issued by the Buyer violates legal regulations. RePack is entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the Buyer. If RePack can demonstrate that processing according to the instructions of the Buyer may lead to liability of RePack in accordance with Art. 82 GDPR, RePack is entitled to suspend further processing pending a clarification of the liability between the parties.

(5) RePack will process the data which it processes on behalf of the Buyer separately from other data. A physical separation is not mandatory.

(6) RePack may appoint person(s) to the the Buyer who are entitled to receive instructions from the Buyer. If authorized persons are to be named, they will be named in **Appendix 1**. In the event that the beneficiaries of the authorization change at RePack, RePack will inform the Buyer in writing.

#### 5 Data Protection Officer of RePack

(1) RePack confirms that it has designated a data protection officer pursuant to Art. 37 GDPR. RePack will ensure that the data protection officer has the necessary qualifications and expertise. RePack will inform the Buyer of the name and contact details of his data protection officer on request; moreover, information regarding RePack's data protection officer is contained in the data protection information on RePack's website.

(2) The obligation to appoint a data protection officer under paragraph 1 may be waived at the discretion of the Buyer if RePack can prove that it is not required by law to appoint a data protection officer.

#### 6 Reporting Obligations of RePack

(1) RePack shall be obliged to notify the Buyer of any breach of data protection regulations, contractual agreements or instructions issued by the Buyer regarding data processed by RePack on behalf of the Buyer.

(2) Furthermore, RePack will inform the Buyer immediately if a supervisory authority acts pursuant to Art. 58 GDPR against RePack and this may also concern data processing which RePack performs on behalf of the Buyer.

(3) RePack is aware that the Buyer may be required to report a data breach in accordance with Art. 33, 34 GDPR, and such notification to the supervisory authority is required within 72 hours of becoming known. RePack will support the Buyer in the implementation of the reporting obligations. In particular, RePack will notify the Buyer of any unauthorized access to personal data processed on behalf of the Buyer without delay, but at the latest within 48 hours of becoming aware of the access. In particular, RePack's notification to the contracting entity must include the following information:

- a description of the nature of the personal data breach, where possible indicating the categories and the approximate number of data subjects, the categories concerned and the approximate number of personal data records involved;
- a description of the actions taken or proposed by RePack to remedy the breach of the protection of personal data and, where appropriate, measures to mitigate their potential adverse effects.

#### 7 Obligations of RePack to cooperate

(1) RePack shall support the Buyer in his duty to respond to applications for the exercise of data subject rights in accordance with Art. 12-23 GDPR. The regulations of No. 11 of this contract apply.

(2) RePack participates in the preparation of the lists of processing activities by the Buyer. He must notify the Buyer of the information required in a suitable manner.

(3) RePack shall assist the Buyer, taking into account the nature of the processing and the information at his disposal, in compliance with the obligations set out in Art. 32-36 GDPR.

#### 8 Supervisory powers

(1) The Buyer has the right to check compliance with the statutory provisions on data protection and / or compliance with the contractual provisions made between the parties and / or compliance by RePack with the instructions of the Buyer at any time to the required extent.

(2) RePack is obliged to inform the Buyer to provide information, insofar as this is necessary for carrying out the inspection within the meaning of subsection (1).

(3) The Buyer may request access to the data processed by RePack on behalf of the Buyer and to the data processing systems and programs used.

(4) After prior notification, the Buyer may, within a reasonable period of time, carry out the inspection within the meaning of subsection (1) in the place of business of RePack at the usual business hours. The Buyer shall ensure that the controls are carried out only to the extent necessary so as not to disproportionately disturb the operations of RePack through the controls.

(5) In the case of measures taken by the supervisory authority, RePack is obliged to provide the Buyer with the required information in accordance with Art. 58 GDPR, in particular with regard to information and inspection obligations, and the on-site inspection authority to enable. The Buyer is to be informed about appropriate planned measures by RePack.

#### 9 Subcontracting relationships

(1) The commissioning of subcontractors by RePack is only permitted with the consent of the Buyer in writing. RePack shall specify all subcontractors already existing at the time of conclusion of the contract in **Appendix 2** to this contract. The Buyer agrees to these existing subcontracts by concluding the contract. Insofar as RePack wishes to involve another subcontractor during the term of the contract or wants to



replace one subcontractor with another, it informs the Buyer of this in writing and informs him of his right to object. If the Buyer does not object within 14 days, the commissioning of the new subcontractor is considered approved.

(2) RePack must carefully select each subcontractor and verify before subcontracting that he / she can comply with the agreements made between the Buyer and RePack. In particular, RePack must check in advance and regularly during the contract period that the subcontractor has taken the necessary technical and organizational measures to protect personal data in accordance with Art. 32 GDPR.

(3) RePack shall ensure that the regulations agreed in this contract and, if applicable, supplementary instructions of the Buyer also apply to the subcontractor.

(4) RePack shall conclude a data processing agreement with the subcontractor that meets the requirements of Art. 28 GDPR. In addition, RePack must impose the same obligations on the subcontractor for the protection of personal data as are specified between the Buyer and RePack. The data processing agreement must be sent to the Buyer upon request in copy.

(5) In particular, RePack is obliged to ensure by contractual arrangements that the supervisory powers of the Buyer (no. 8 of this contract) and of supervisory authorities also apply to the subcontractor and that corresponding control rights are agreed by the Buyer and supervisory authorities. It is also contractually agreed that the subcontractor must tolerate these control measures and any on-the-spot checks.

(6) Subcontracting relationships for services which RePack claims from third parties as a mere ancillary service in order to carry out the business activity shall not be considered within the meaning of paragraphs 1 to 5. These include, for example, cleaning services, pure telecommunications services without any specific relation to services provided by RePack to the Buyer, postal and courier services, transport services, security services. However, RePack is obliged to ensure, even with ancillary services provided by third parties, that reasonable precautions and technical and organizational measures have been taken to ensure the protection of personal data.

#### 10 Confidentiality obligation

(1) RePack shall be obliged to maintain the confidentiality of data that it receives or becomes aware of in connection with the data processing on behalf of the Buyer. RePack undertakes to observe the same secrecy rules as are the responsibility of the Buyer. The Buyer is obliged to inform RePack of any special secrecy rules.

(2) RePack warrants that it has familiarized his employees with the relevant data protection provisions and has committed them to confidentiality. RePack further assures that it has in particular obliged to confidentiality the employees working for the Buyer during the execution of the work and has informed them about the instructions of the Buyer.

(3) The obligation of the employees according to paragraph 2 shall be proven to the Buyer upon request.

#### 11 Preservation of data subject rights

(1) The Buyer is solely responsible for the rights of data subjects. RePack is obliged to assist the Buyer in his duty to process claims of the persons concerned in accordance with Art. 12-23 GDPR. In particular, RePack must ensure that the information required in this respect is immediately given to the Buyer so that he can in particular fulfill his obligations under Art. 12 para. 3 GDPR.

(2) Insofar as RePack's cooperation is required for the protection of data subjects' rights - in particular for information, correction, blocking or deletion - by the Buyer, RePack will take the necessary measures according to the Buyer's instructions. RePack will, as far as possible, assist the Buyer with appropriate technical and organizational measures in order to fulfill his obligation to respond to applications for the exercise of data subject rights.

(3) Provisions concerning any compensation for additional expenses incurred as a result of cooperation services in connection with the assertion of data subjects' rights towards the Buyer by RePack shall remain unaffected.

## 12 Nondisclosure Obligations

(1) Both parties undertake to treat all information obtained in connection with the execution of this contract as confidential for an indefinite period of time and to use it only for the performance of the contract. No party is entitled to use this information in whole or in part for purposes other than those just mentioned or to make this information available to third parties.

(2) The above obligation does not apply to information which one of the parties demonstrably received from third parties without being obliged to maintain secrecy or which is publicly known.

## 13 Remuneration

The remuneration of RePack is agreed separately in the service contract concluded between the parties.

## 14 Technical and organizational measures for data security

(1) RePack undertakes towards the Buyer to comply with the technical and organizational measures required to comply with the applicable data protection regulations. This includes in particular the requirements of Art. 32 GDPR.

(2) The existing technical and organizational measures at the time of the conclusion of the contract are described in **Annex 3** attached to this contract. The parties agree that changes to the technical and organizational measures may be required to adapt to technical and legal conditions. Significant changes that may affect the integrity, confidentiality or availability of personal data, RePack will coordinate in advance with the Buyer. Measures which involve only minor technical or organizational changes and which do not adversely affect the integrity, confidentiality and availability of personal data may be implemented by RePack without coordination with the Buyer. The Buyer may at any time request an up-to-date version of the technical and organizational measures taken by RePack.

(3) RePack will check the technical and organizational measures it has taken regularly and also on the basis of their necessity and effectiveness. In the event that there is a need for optimization and / or change, RePack will inform the Buyer.

## 15 Duration of the contract

(1) The contract begins with the signing and ends with the latest expiry of a service contract agreed between the parties, with which the Buyer has ordered a data processing by RePack.

(2) The Buyer may terminate the contract at any time without notice if there is a serious breach by RePack of the applicable data protection regulations or obligations under this contract, RePack can not or does not intend to execute the Buyer's instructions or if RePack, in breach of contract, refuses access to the Buyer or the competent supervisory authority.

## 16 Termination

(1) After termination of the contract, RePack must, at the choice of the Buyer, return, anonymize or delete all documents, data and processing or utilization results that have come into its possession, which are related to the contractual relationship. The actions taken must be documented in a suitable manner. Any statutory storage obligations or other obligations to store the data remain unaffected.

(2) The Buyer has the right to check the complete and contractual return and deletion of the data by RePack.

## 17 Final Provisions

(1) Should the Buyer's property be endangered by third-party measures (such as seizure or confiscation), insolvency proceedings or other events, RePack must inform the Buyer immediately. RePack will inform the creditors immediately about the fact that the data is processed on behalf of the Buyer.

(2) For ancillary agreements the written form is required.

(3) This agreement is governed by the applicable laws of the European Union. As far as national law is applicable the choice of law is Finnish law. The place of jurisdiction is Helsinki.

(4) Should individual parts of this contract be ineffective, this does not affect the validity of the remaining provisions of the contract.

## **Annex 1 - Subject of the contract**

### **1 Subject and purpose of processing**

RePack is providing reusable and returnable delivery packaging service to the Buyer. To motivate the end-user to actually return the delivery packages RePack is providing a reward system. Data processing under this agreement refers to the management of the RePack reward system.

The Buyer provides end-users' E-mail addresses to RePack if RePack should provide a reward code (coupon) to the end-user on behalf of the Buyer. The Buyer provides the RePack ID sent to an end-user if RePack should control the return of the specified RePack and limit the distribution of reward codes to end-users who actually returned their RePack.

The distribution of reward codes without return control of the RePack is called "Reward on Trust". Distribution of reward codes based on return control is called "Reward on Return". The reward code is sent to the end-user as a customized web link carrying the code and pointing at RePack's online marketplace where the reward can be redeemed as a voucher code for participating web shops. After redemption of a reward code the web link sent to the end-user will not point to additional voucher codes any longer. RePack's marketplace does only check the validity of the reward code but does not reference the code back to the end-user's email address. The marketplace is run by RePack as a controller and processes on the marketplace are not governed by this data processing agreement.

The contract may include reminder emails on Buyer's behalf to the end-user, reminding the end-user of actually returning the RePack.

Part of the processing on behalf of the Buyer is statistics on the reward codes issued on behalf of the Buyer which have been redeemed in RePack's universal reward marketplace. These statistics do not include any personal end-user data.

End-user's personal data is being deleted or anonymized from RePack's register after the contract is fulfilled. The contract is fulfilled after RePack has delivered the reward to the end-user on Buyer's behalf plus a waiting period of 3 months. The waiting period enables RePack to process possible claims or complaints by end-users.

### **2 Types of personal data**

The following types of data are subject to regular processing:

In case of Reward on Trust

- E-mail address
- Reward code

In case of Reward on Return

- E-mail address
- Packaging identifier (RePack ID)
- Reward Code

### **3 Categories of affected person**

End-user of RePack's packaging

**Annex 2 - Subcontractors**

RePack can use third party services for the processing of data on behalf of the Buyer who process data on RePack's behalf ("subcontractors").

Currently following subcontractor is used:

Kryptoniitti Avoin Yhtiö (hosting)

Kryptoniitti provides hosting of the physical and virtual private servers used by RePack to run its services. Kryptoniitti does not participate in RePack data processing, but has access to the operating system and data for system maintenance and emergency situations. Access is restricted to two individuals working for Kryptoniitti.

Contact details:

Kryptoniitti Avoin Yhtiö

Eläintarhantie 18

00530 Helsinki

Finland

VAT company number: FI19118527

E-mail: [info@kryptoniitti.com](mailto:info@kryptoniitti.com)

OGOShip and Boomerang (logistics)

OGOShip and Boomerang collect, refurbish, clean and store re-used RePacks that have been returned by webshops or end users. These RePacks may carry used shipping labels or contain personal data, which is being removed and destroyed immediately after removal. In seldom cases of unintentional product returns, OGOShip resp. Boomerang will provide necessary data to identify customer and returned items to RePack.

Contact details

OGOShip Ltd.

Liivalao 11 (wh 40)

11216 Tallinn

Estonia

service@ogoship.com

Boomerang Distribution OÜ

Aasa tee 1, Loo alevik, Jõelähtme vald

74201 Harjumaa

Estonia

info@boomerang.ee

**Google**

Buyer may provide personal Buyer data with with help of a document on Google Drive environment, from where RePack will then integrate the data into its main database.

This Google Drive environment is only being utilized in case it's explicitly agreed on between Buyer and RePack.

#### Contact details

Google Ireland Ltd  
Gordon House  
Barrow Street  
Dublin 4, Ireland

<https://policies.google.com/privacy>

### Annex 3 Technical and organizational measures of the contractor

The contractor follows technical and organizational measures for data security within the meaning of Art. 32 GDPR.

#### 1 Confidentiality and integrity

RePack's hosting provider's (Kryptoniitti Avoin Yhtiö, see Appendix 1) physical servers running RePack services located in a hosting facility in Lauttasaari (Helsinki, Finland) is audited to be PCI-DSS compliant which means the following security / access control requirements are met in the facility:

#### PCI Data Security Standard - High Level Overview

Build and Maintain a Secure Network and Systems	<ol style="list-style-type: none"> <li>1. Install and maintain a firewall configuration to protect cardholder data</li> <li>2. Do not use vendor-supplied defaults for system passwords and other security parameters</li> </ol>
Protect Cardholder Data	<ol style="list-style-type: none"> <li>3. Protect stored cardholder data</li> <li>4. Encrypt transmission of cardholder data across open, public networks</li> </ol>
Maintain a Vulnerability Management Program	<ol style="list-style-type: none"> <li>5. Protect all systems against malware and regularly update anti-virus software of programs</li> <li>6. Develop and maintain secure systems and applications</li> </ol>
Implement Strong Access Control Measures	<ol style="list-style-type: none"> <li>7. Restrict access to cardholder data by business need to know</li> <li>8. Identify and authenticate access to system components</li> <li>9. Restrict physical access to cardholder data</li> </ol>
Regularly Monitor and Test Networks	<ol style="list-style-type: none"> <li>10. Track and monitor all access to network resources and cardholder data</li> <li>11. Regularly test security systems and processes</li> </ol>
Maintain an Information Security Policy	<ol style="list-style-type: none"> <li>12. Maintain a policy that addresses information security for all personnel</li> </ol>

More details on PCI-DSS: [https://www.pcisecuritystandards.org/pci\\_security/](https://www.pcisecuritystandards.org/pci_security/)

All web facing services have been encrypted with SSL certificates. All customer and end-user data is logical isolated and data related software is tested in separated environment from the production environment.

Access to the Linux operating system level in the VPS environment is restricted to dedicated RePack data team members. Access is secured with passwordless ssh key authentication (more info here: <https://www.ssh.com/ssh/public-key-authentication>).

Access to the end-user data is limited to RePack management and the same RePack data team members that have access to the Linux operating system. All members processing end-user data are

trained in data protection principles and have signed a “Non-disclosure and confidentiality obligation for employees” agreement.

### 3 Availability and resilience

Service availability in case of hardware/software failure is achieved through the following backup and recovery strategy:

- VPS backup images (snapshots) are created periodically. In case of total VPS system failure we can revert to an older snapshot
- Actual service data and software source code is backed up daily and transferred to another secure location in Espoo, Finland
- In case of a hardware failure the service can be setup on another Linux server in 24h

### 4 Procedures for periodic review, evaluation and evaluation

Security related procedures are documented in internal *RePack IT and Data Protection* document which is used to keep track of:

- Server and system architecture
- Open source software in use
- Proprietary software development and cloud services
- Third party advertising
- IT security, availability and recovery
- Company and data processing agreements concluded with third party processors
- End-user data request and deletion policy
- IT, security and privacy reporting policy and related incidents
- Disposal of storage devices

It is the responsibility of Repack’s Chief Operating Officer to update the *RePack IT and Data Protection* document whenever there is a modification in above listed topics.