

## Master Service Agreement

This agreement is made on 24/10/2025 between:

- (1) **Newline Interactive Europe SL** (Registered in No ESB87537585) whose registered office is situated at Ronda de Poniente 16 Bajo L, 28760, Tres Cantos, Madrid, **Spain**,  
Tax ID: ESB87537585. Represented by Carlos Velasco Alonso, hereinafter referred to as "**Customer**" -
- and
- (2) **HH Compliance LTD** (Registered in No. 421878) whose registered office is situated at Nutgrove Avenue, Unit 14D Nutgrove Office Park, Dublin 14 Rathfarnham, Ireland, represented by Grant Kinsman, hereinafter referred to as "**Supplier**"

both companies hereinafter collectively referred to as "**Parties**", each of them being a "**Party**".

**Whereas**, Supplier, pursuant to the terms of this Agreement, may support in implementing tailor made reverse supply chain solutions for the collection, transportation and treatment of waste in Europe and beyond through its national Affiliates or cooperation partners;

**Whereas**, Customer has selected Supplier to provide services as may be defined and described in this Agreement; and

**Now, therefore**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both Parties enter into this Agreement and agree as follows:

### 1 DEFINITIONS

1.1 The following terms shall have the meanings below for the purposes of this Agreement:

**Affiliate** means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control of Supplier, and Supplier "controls" the entity if it owns or controls more than fifty (50) percent of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority in the entity.

**Agreement** means this written framework agreement, including any Statements of Work, schedules, amendments, addenda or additions referring to it;

**Applicable Law** means any law, statute, statutory provision or subordinate legislation and to the extent they are legally binding, any other enactment, order, regulation, regulatory policy, guidance, industry code, judgment applicable to the Services, in whichever country the Services are being delivered;

**Confidential Information** means any information of a confidential or proprietary nature, whether disclosed in oral, written, visual, electronic or other form, which any Party hereto the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") under this Agreement, including the contents of this Agreement, but excluding any information as defined in clause 7.2;

**Deliverables** means all documents, products and materials developed or provided by the Supplier or its agents, contractors and employees as part of or in relation to the Services as specified in a Statement of Work.

**Intellectual Property Rights/IPR**: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and

rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services** means all services to be performed by the Supplier under this Agreement including the provision of the Deliverables;

**Service Fees** means the fees payable by the Customer for the Services as further detailed in the relevant Statement of Work;

**Scope Countries** means the countries for which the Customer orders Services, as listed in the relevant Statement of Work;

**Statement of Work** means any document(s) agreed by the Parties under this Agreement providing further details of the Services and relating Service Fees;

**Subcontractor** means any person appointed by the Supplier to perform some or all the Supplier's obligations under this Agreement;

**Treatment Operations** means the treatment of Waste as prescribed by Applicable Law;

**Treatment Site** means any site where Waste is subject to Treatment Operations; and

**Waste** means any Waste Electrical and Electronic Equipment, as defined in the Applicable Law or any other type of waste which is within the scope of this Agreement as listed in the Statement of Work.

1.2 **Interpretation.** The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement. References to this Agreement and any other document shall be construed as references to this Agreement or any other document as referenced herein and as amended, varied, novated, supplemented or replaced from time to time. References to any recital, clause, paragraph, policies, schedule or annex are to those contained in this Agreement and all schedules and annexes to this Agreement are an integral part of this Agreement. References to include and including shall be construed without limitation. References to a clause being a material term of this Agreement shall in relation to that clause be without prejudice to whether any other clauses shall be a material term of this Agreement.

## 2 Scope of Services

2.1 The purpose of this Agreement is to define the conditions under which the Supplier provides the Customer with the Services which are described in any Statement of Work. Any modification of a Statement of Work, including any modification to the type of Waste, the Scope Countries or the Treatment Operations to be performed, will only be effective upon prior written agreement of both Parties.

2.2 Should some of the Services detailed in a Statement(s) of Work be found illegal under the Applicable Law of a Scope Country, the Supplier shall not deliver such part of the Services and such Services should be immediately excluded from the Scope of Services, without any liability to any of the Parties.

2.3 Without prejudice to the foregoing, if for some reason beyond the Supplier's control, the Supplier is prevented by a third party from providing the Services, the Parties shall work together in good faith to resolve the issue by the most appropriate means. Should such cooperation not resolve the matter, the Parties shall decide upon an alteration of the scope of Service or an exclusion of the related Services from the scope of Services, without any liability to any of the Parties.

### **3 Obligations of the Supplier**

- 3.1 The Supplier shall provide the Customer with Services as described in the relevant Statement of Work with reasonable skill, care and diligence.
- 3.2 The Supplier shall ensure that it assigns only personnel with the required knowledge, competence, judgment and experience, to fully and effectively execute all the Services. In no case shall this Agreement be construed as creating a legal partnership, a contract of employment or a relationship of principal and agent between the personnel of the Supplier and the Customer.
- 3.3 The Services are (except as expressly provided in this Agreement) provided “as is” and “as available”. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

### **4 Obligations of the Customer**

- 4.1 The Customer shall always act in good faith and full transparency in connection with this Agreement. The Customer must make available to the Supplier any information and access to resources necessary for the performance of the Services. The Customer shall inform the Supplier about any element it may become aware of, that could impact the delivery of the Services. The Customer shall give its active support to the operations carried out by the Supplier.
- 4.2 The Customer shall provide the Supplier with any data in the possession of the Customer that is reasonably requested by the Supplier for the performance of the Services. If the data requested is not available to the Customer at the time of its requests, the Customer shall ensure to provide such information or document in the shortest possible time.

### **5 Service Fee and Payment**

- 5.1 The Customer agrees to pay the Service Fees as described in the relevant Statement of Work. All Service Fees are exclusive of VAT. The Service Fees are payable within thirty (30) days of the date of a valid VAT invoice from the Supplier and will be invoiced in accordance with the relevant Statement of Work.
- 5.2 In the event of late payment, and at the Customer discretion, interest may be accrued at 1.5% per calendar month.
- 5.3 The Customer will make any payment required under this Agreement, in Euros by bank transfer to the account notified to the Customer by the Supplier, on or before the due date, and without any deduction or set-off on the grounds of any alleged breach of this Agreement or on any other grounds, unless otherwise first agreed in writing by the Parties.
- 5.4 The Supplier reserves the right to review the rates annually and will, at a minimum, limit any increase in rates to the percentage corresponding to the German annual rate of inflation for the services as published by the Deutsche Bundesbank.
- 5.5 Without prejudice to the foregoing, should the Service Fee related to Waste management operations, including Treatment Operations, require a revision due to modification of prices of raw materials or fuel, or of tax conditions, in such a way that, in the sole opinion of the Supplier, the economic balance of the Agreement needs to be modified, the Supplier and the Customer shall engage in good faith to renegotiate the Service Fees and agree on an appropriate modification of the Service Fee applicable at the earliest opportunity. Should the Customer refuse to agree on a Service Fee modification within thirty (30) days of the Supplier’s written request, the Supplier will have the right to terminate all or part of the Agreement upon further written notice to the Customer.

- 5.6 If it becomes necessary for the provision of the Services, the Customer will reimburse travel expenses including hotel accommodation for Supplier's employees subject to Supplier's travel policy available to the Customer upon request. The Customer will reimburse other reasonable travel expenses if the Supplier can prove that such other reasonable expenses were incurred by Supplier for the Services rendered and could not have been reasonably avoided.

## **6 INTELLECTUAL PROPERTY RIGHTS AND USE OF THE SERVICES**

- 6.1 The Customer may use the Supplier Trademarks only to the extent and in the manner authorised by the Supplier and only for the Services related to this Agreement. The Customer shall conform to such standards that the Supplier may prescribe relating to the size, design, position, colour, appearance and other utilisation of the Supplier's trademarks.
- 6.2 Subject to prior written approval from the Customer, the Supplier may quote the Customer's name in commercial presentations provided that it does not infringe the confidentiality obligations stated hereunder.
- 6.3 The Supplier shall own all Intellectual Property Rights, title and interest in and to the Services and the Deliverables.
- 6.4 The Customer shall be entitled to use the Deliverables internally strictly in connection with the purpose described in the Statement of Work. Any sale or disclosure by the Customer or its employees of the Deliverables to a third party shall be deemed infringement of the Supplier's IPR which the Customer shall be liable for. The Customer shall be responsible for any actions taken by a third party in reliance on the Deliverables to the extent that the Customer was responsible for providing the Deliverables to the third party.

## **7 CONFIDENTIALITY**

- 7.1 The Parties shall use Confidential Information only as needed to access, use and perform the Services and other obligations under this Agreement and shall keep confidential and restrict disclosure of Confidential Information to only their respective employees, subcontractors or Affiliates required to know such information to perform their obligations under this Agreement. Each Party shall use at least the same degree of care (and always no less than reasonable care) necessary to safeguard and to prevent disclosure to third parties.
- 7.2 Nothing contained in the foregoing clause shall prevent disclosure or use of information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; or (ii) is or becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party; or (iii) is independently developed by a Party; or (iv) is generally disclosed by the Customer to third parties without a duty of confidentiality on the part of those third parties; or (v) is disclosed by the Supplier to its Affiliates, compliance partners, authorities or Compliance Schemes in order to implement this Agreement and implementation agreements with Compliance Schemes or compliance partners.
- 7.3 The Supplier may issue commercial or public materials (website) displaying the Customer's name in the context of customers lists for reference, only after receiving written approval from the Customer.

## **8 PRIVACY**

- 8.1 The Parties shall each comply with any Applicable Laws relating to data protection and with any data processing agreement, agreed between the Parties in relation to the processing of Personal Data (as defined by the Applicable Law) under this Agreement.

- 8.2 The Customer agrees that by submitting any Personal Data to Supplier, Customer agrees and confirms its authority for Supplier's collection, use and disclosure of such Personal Data to provide the Services under this Agreement.
- 8.3 If Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that, pursuant to Applicable Laws in Europe the Customer shall be the data controller and Supplier shall be a data processor and in any such case: (i) the Supplier will process the Personal Data only for the purposes of providing the Services under this Agreement; (ii) the Supplier will keep all Personal Data safe and secure; (iii) the Supplier will notify Customer as soon as it becomes aware of any security or data breach; (iv) the Customer shall ensure that it is entitled to transfer the relevant Personal Data to Supplier, and has all necessary permission and consents required to enable the Supplier to lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf; and (v) Supplier shall process the Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time.
- 8.4 The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 8.5 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's instructions.
- 8.6 The Supplier will provide a copy of the Personal Data to the Customer upon request and in any event upon termination, and will delete Personal Data on termination, save to the extent that such information is required to be retained under Applicable Law.

## 9 LIABILITY

- 9.1 This clause 9 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, contributing experts, agents and sub-contractors) to the Customer.
- 9.2 Nothing in this Agreement limits or excludes the liability of Supplier, for death or personal injury caused by Supplier's negligence or for fraud or fraudulent misrepresentation.
- 9.3 Subject to clause 9.2, the Supplier is not liable to Customer or to any other party for: (a) any indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages; or (b) any lost sales, loss of good will or reputation, lost revenue, lost profits, lost or corrupted data, or re-procurement amount. During each twelve (12) month period, Supplier's aggregate liability to Customer will not exceed fifty percent (50%) of total Service Fees invoiced by Supplier to Customer under the relevant Statement of Work relating to the claim during such period, and a maximum aggregate amount under this Agreement for any and all claims of the total amount of Service Fees invoiced by Supplier to Customer during the twelve (12) months preceding the most recent event which is the cause of liability.
- 9.4 **Disclaimer.** The limitations in this section apply to any cause arising out of or relating to the Agreement or the Services whether in contract, tort, equity, at law, strict product liability, or otherwise, including but not limited to claims of negligence, breach of contract or warranty, failure of a remedy to accomplish its essential purpose or otherwise, regardless of the form of action. If the application of this section is limited by law the Supplier's liability will be limited to the extent permitted by law. No Party shall be held liable for any modification of the scope of Services pursuant to the application of Clause 2.2 or 2.3.

- 9.5 Any claim under this Agreement must be made within one (1) year of the incident which gives rise to the claim occurring.

## 10 ENTRY INTO FORCE, DURATION, TERMINATION

- 10.1 **Term.** This Agreement shall become effective as of the date of its last signature and shall remain in force unless terminated in accordance with the terms of this Agreement.
- 10.2 **Termination without cause.** Each Party may terminate this Agreement at its own discretion on 90 (ninety) days written notice to take effect at the end of a calendar year. Each Party might also, in the same manner, terminate this Agreement in part i.e. for one or several countries, types of services or Statements of Work (partial termination).
- 10.3 **Material breach.** Each Party may terminate this Agreement immediately at any time by written notice if the other Party commits any material breach, which is not capable of remedy, or if capable of remedy, is not remedied as soon as possible within a maximum of thirty (30) calendar days after the date of the written notice requiring remedy.
- 10.4 **Consequences of termination.** Upon termination of this Agreement, the Parties will be discharged from further performance of this Agreement. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed to survive or operate in the event of such termination and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or any monies payable by one Party to the other in relation to any period prior to termination. Any such termination shall be without prejudice to any rights which may have been accrued to either Party prior to the date of such termination, including but not limited to payment for Services already rendered and completion of Services initiated regarding Waste management.

## 11 MISCELLANEOUS

- 11.1 **Applicable Law.** The Parties agree that construction, validity and performance of this Agreement shall be governed by the laws of Germany.
- 11.2 **Jurisdiction.** With respect to all disputes arising out of or in connection with this Agreement or its validity, the following shall apply:
- (a) The Parties shall first attempt to resolve any dispute amicably and shall meet to arrange a meeting to discuss the dispute within fourteen days of notification of dispute in writing. Should the Parties be unable to resolve the dispute within fourteen days of notification, the Parties shall escalate the matter to a director or vice president (or equivalent) of each respective Party who shall meet within fourteen days of notification.
  - (b) Should such escalation fail to resolve the dispute, each Party shall have the right to submit the relevant claim before the Courts of Germany and the applicable substantive law is the Laws of Germany.
- 11.3 **Amendment.** Any amendment or supplement to this Agreement, including this clause, shall only be valid if made by prior written agreement between the Parties.
- 11.4 **Separability.** Should any provision of this Agreement be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The Parties shall be obliged in place of the invalid or unenforceable provision to agree on one that according to the will of the Parties comes closest to the spirit, purpose and economic objective of the invalid or unenforceable provision without for its part being invalid or unenforceable. The same shall apply *mutatis mutandis* for gaps in this Agreement.
- 11.5 **Notices.** Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant Party or sent by registered letter or registered email to the address or email address that Party specified in this Agreement or as may be notified by that Party from time to time for this purpose. Each such notice or communication shall be deemed to have been given or made and

delivered, if by registered letter, 48 hours after posting or, if by delivery, when left at the relevant address or if by email, on the same business day unless there is an automatic absence answer.

- 11.6 **Force Majeure.** Neither Party shall be liable for any loss or damage incurred or suffered by the other Party arising from the first Party's delay in performing or failure to perform its obligations under this Agreement to the extent that (and for so long as) such delay or failure results from any cause or circumstance beyond the affected Party's reasonable control other than the insolvency of that Party ("Event of Force Majeure"), provided the same arises without the fault or negligence of the affected Party and the affected Party notifies the other Party immediately upon becoming aware of such Event of Force Majeure, the manner and extent to which its obligations are likely to be prevented or delayed. An Event of Force Majeure shall include, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any Applicable Law or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors
- 11.7 **No waiver.** No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise by either Party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 **Non-solicitation.** During the term of this Agreement and for 2 (two) years after its termination, the Customer shall not, without the Supplier's or Affiliate's prior written consent, solicit (either directly or indirectly) any employee of the Supplier or its Affiliates with whom it came into contact during the performance of this Agreement, for the purpose of engaging such person as an employee, consultant, agent or other independent contractor. In the event one Party does solicit and employ or engage any person employed by the other Party, the soliciting Party shall pay the latter a fee equal to one-half of such employee's annual cash and non-cash compensation as a reimbursement of its recruitment and training costs.
- 11.9 **Entire Agreement.** This Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Agreement.

## 12 FINAL PROVISIONS

- 12.1 **Independent Suppliers/Relationship of the Parties.** Supplier will perform under this Agreement as an independent, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Customer and Supplier. Supplier will not represent itself to be an employee, representative, or agent of Customer. Supplier will have no authority to enter into any agreement on Customer's behalf or in Customer's name or otherwise bind Customer to any agreement or obligation.
- 12.2 **Assignment.** Supplier may not assign its obligations under this Agreement without prior written consent of Customer.

Signed for and on behalf of the **Customer** by  
Name: Carlos Velasco Alonso

Signed for and on behalf of **HH Compliance** by  
Name:

Position: Financial Director

Position: **John Hayes**

**ANNEX**

12328176S  
CARLOS  
VELASCO (R:  
B87537585)  
Firmado digitalmente  
por 12328176S  
CARLOS VELASCO (R:  
B87537585)  
Fecha: 2025.10.24  
16:29:22 +02'00'

Director

DocuSigned by:  
*John Hayes*  
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## ANNEX 1 – Statement of Work (SoW)