

# AGENCY AGREEMENT

This Agreement is made and entered by and between

**Treofan Germany GmbH & Co. KG**  
66539 Bergstrasse, Neunkirchen, Germany ("**Treofan**")

hereinafter referred to as "**PRINCIPAL**"

and

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**Eltro Korea Co. Ltd** - #810, 24, Songpa- Daero 28-GIL – Seoul 05718, South Korea  
400067, India hereinafter referred to as "**AGENT**" -

The **PRINCIPAL** and **AGENT** are referred to individually as a "**Party**" and collectively as the "**Parties**."

## **WHEREAS,**

**PRINCIPAL** has divisions engaged in the manufacture and sale of label films, packaging films and technical films; and

## **WHEREAS,**

**AGENT** desires to secure orders for such products within the territory of Republic of Korea hereinafter referred to as the "**TERRITORY**" and to this end **PRINCIPAL** is willing to appoint **AGENT** as its agent for such products in accordance with the terms and conditions hereinafter stated;

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, **PRINCIPAL** and **AGENT** agree as follows:

**Article 1**  
**AGENCY**

- (1) The PRINCIPAL hereby appoints the AGENT as a non-exclusive agent for the PRODUCTS set forth in Schedule A, attached hereto and made a part hereof (hereinafter called PRODUCTS) in the TERRITORY. AGENT hereby accepts said appointment with the specific understanding that AGENT is limited to performing services in accordance with the terms and conditions of this Agreement.
- (2) Due to an introduction, abandonment or change of a PRODUCT **Schedule A** may be amended by PRINCIPAL upon one (1) month written notice prior to the end of a calendar month to AGENT by adding, changing or deleting PRODUCTS. **Schedule A** may also be amended by mutual agreement from time to time.

**Article 2**  
**APPOINTMENT OF SUB-AGENTS**

AGENT shall not appoint or engage sub-agents without PRINCIPAL'S prior written approval. In case of any such appointment or engagement AGENT shall be fully responsible for the activities of its sub-agents and that the sub-agents fully comply with the obligations to which the AGENT is bound under this Agreement.

**Article 3**  
**NEGOTIATION OF SALES**

- (1) AGENT shall negotiate on behalf of PRINCIPAL sales of the PRODUCTS between PRINCIPAL and CUSTOMERS in the TERRITORY and shall promote the business relations with such CUSTOMERS.
- (2) AGENT shall not negotiate any sales outside the TERRITORY. AGENT shall immediately inform PRINCIPAL about any demand for the PRODUCTS AGENT may get to know from customers outside the TERRITORY without, however, thereby being entitled to any payment of a commission.
- (3) Unless explicitly authorised in writing in each individual case AGENT shall not be entitled to legally bind or commit PRINCIPAL in any contract, transaction or manner.
- (4) AGENT shall not be entitled to accept payments on behalf of PRINCIPAL.

**Article 4**  
**PRICES**

In negotiating sales, AGENT shall observe the prices fixed by PRINCIPAL for the PRODUCTS. PRINCIPAL shall advise AGENT of the current prices for the PRODUCTS as well as of any change of such prices.

**Article 5**  
**ORDERS**

- (1) AGENT shall immediately inform PRINCIPAL of every negotiated contract and its terms and conditions.
- (2) PRINCIPAL shall within 5 working days inform AGENT as to whether PRINCIPAL accepts or refuses to carry out an order negotiated by AGENT.
- (3) PRINCIPAL shall not be obligated to accept and carry out orders negotiated by AGENT unless PRINCIPAL has expressly confirmed the respective order in writing.

**Article 6**  
**DUTIES OF THE AGENT**

- (1) AGENT shall use its best efforts so as to achieve the highest possible turnover with the PRODUCTS in the TERRITORY. AGENT shall safeguard the interests of PRINCIPAL and avoid everything that might prejudice the reputation of PRINCIPAL.
- (2) AGENT shall regularly visit CUSTOMERS and prospective customers and advise them on PRINCIPAL'S PRODUCTS. PRINCIPAL reserves the right to accompany AGENT on such sales visits when deemed necessary or desirable at the sole discretion of PRINCIPAL.
- (3) AGENT shall keep PRINCIPAL continuously informed on the market situation of the PRODUCTS in the TERRITORY including competitive activities in the field of the PRODUCTS. AGENT shall render written reports about the market situation and the sale of the PRODUCTS in the TERRITORY at the latest every three months.
- (4) AGENT shall be responsible to provide at its own expense the necessary advertising for the PRODUCTS in the TERRITORY. AGENT shall co-ordinate such advertising activities with PRINCIPAL in advance and PRINCIPAL reserves the right to make the use of all advertising material other than material

coming from PRINCIPAL dependent on its prior approval. AGENT shall render written reports about the expenses for advertising and promotion at the latest every three months.

- (5) AGENT shall not be entitled to make any representations or warranties on behalf of PRINCIPAL unless expressly permitted by PRINCIPAL in writing. Likewise AGENT shall not be entitled to make any statement about the properties of the PRODUCTS (including, but not limited to statements regarding the suitability of the PRODUCTS for a certain purpose) unless such statements are expressly mentioned in the official product data sheets supplied by PRINCIPAL or expressly permitted by PRINCIPAL in writing. AGENT shall indemnify PRINCIPAL and hold PRINCIPAL harmless against any and all damages and losses resulting out of the breach of the aforementioned obligations.
- (6) In case AGENT receives statements and complaints made by CUSTOMERS concerning alleged defects of the supplied PRODUCTS, AGENT shall immediately inform PRINCIPAL. AGENT shall not make any acknowledgement with respect to such alleged defects. PRINCIPAL shall do best efforts in order to respond to claim and complaints made by CUSTOMERS as soon as reasonably practicable.
- (7) As soon as AGENT becomes aware of any infringements of any intellectual property rights of PRINCIPAL by third parties or of any acts which are detrimental to PRINCIPAL'S interests in the TERRITORY or of any infringements of any third party's intellectual property rights by the PRODUCTS, it shall immediately inform PRINCIPAL of any such infringements or acts. AGENT shall pursuant to PRINCIPAL'S instructions use its best endeavours so as to assist PRINCIPAL in protecting itself against such infringements and acts.
- (8) AGENT shall not use the "Treofan" and "Jindal"-trademark or "Treofan" and "Jindal"-logo as part of its company name or other external corporate appearance, unless expressly permitted to do so by PRINCIPAL in writing. Any such permission may be revoked by PRINCIPAL at any time.
- (9) AGENT shall in its business affairs comply with all regulations and laws prevailing in the TERRITORY from time to time, including, but not limited to the rules of fair trade. Furthermore, AGENT consents to abide by the rules of the Code of Conduct of PRINCIPAL, as amended from time to time, to the extent that such rules are applicable to agents of PRINCIPAL.

- (10) During the term of this Agreement AGENT shall not directly or indirectly produce, offer, sell or market any products competitive to the PRODUCTS in the TERRITORY. Furthermore, AGENT shall not directly or indirectly assist third parties in any way in the production, sale or marketing of such competitive products in the TERRITORY and shall not directly or indirectly take any interest in such third parties.
- (11) AGENT shall negotiate for orders to be transmitted to the PRINCIPAL for acceptance only at prices and in accordance with the terms, conditions, policies, and instructions specified by PRINCIPAL, all of which may be changed at any time by PRINCIPAL. PRINCIPAL shall have no liability for failure or refusal to accept any orders submitted.

#### **Article 7**

#### **ASSISTANCE BY PRINCIPAL**

- (1) PRINCIPAL will place at its discretion at the disposal of AGENT information on the application of the PRODUCTS, in particular – to the extent available - product data sheets and safety data sheets in the English language. PRINCIPAL agrees to provide AGENT with the usual information material such as prospectus, instructions for use, samples and other printed matters at a cost-price basis in the English language.
- (2) Any adaptation, e. g. translation of the information, sales literature and other material relating to the PRODUCTS, shall be provided by AGENT at its own expense, and AGENT solely shall be responsible for the correctness and the accuracy of such adaptation. Notwithstanding AGENT'S pertaining responsibility for the correctness and accuracy, PRINCIPAL reserves the right to make the use of all material relating to the PRODUCTS produced or used by AGENT other than material coming from PRINCIPAL dependant on its prior written approval. Any financial obligations of PRINCIPAL in case of non-approval are excluded.
- (3) PRINCIPAL may render to AGENT such technical advice as reasonably required for AGENT'S activities.

#### **Article 8**

#### **COMMISSION**

- (1) As a result of sales negotiated by AGENT and carried out by PRINCIPAL during the term of this Agreement AGENT shall be entitled to the commission rates outlined in **Schedule A** on such sales of the respective PRODUCTS set forth in **Schedule A** with CUSTOMERS in the TERRITORY.

- (2) 'Net Quantity' for the purposes of this Agreement shall refer to the total weight of the products invoiced, excluding packaging and any non-product materials, as accurately measured and recorded at the time of shipment. This definition is applicable across all product types and categories involved in the transactions under this Agreement. The commission is payable in EUR to the Agent and shall be calculated based on the Net Quantity as per the rates specified in Schedule A of this Agreement. Schedule A shall detail the specific rates per kilogram for each product or product category, as agreed upon by both parties. In case of credit note, the agent will be deducted from the equivalent amount based on the same calculation rule (See Schedule A). Any adjustments to the rates shall be mutually agreed upon and documented as amendments. Agent's commission shall be paid on or before the last day of the month following the month in which payment is received by Principal from any Customer. In case of termination of this Agreement the commission shall be due on sales carried out until the date the termination becomes effective.
- (3) The commission shall cover any and all expenses incurred by AGENT in fulfilling its obligations under this Agreement (in particular such as telephone, fax, telex, office, travel expenses, seminars, exhibitions, etc.).
- (4) The commission shall be due and payable after settlement of the respective invoices by bank transfer to a bank account of AGENT designated by AGENT in writing. The commission is due for repayment if the corresponding sales contract is avoided, repudiated, rescinded or otherwise cancelled and the sales price or a large part of it is paid back to the customer. In case of termination of this agency agreement the commission shall be due on sales carried out until the date the termination becomes effective.
- (5) Any taxes imposed on commission of AGENT are for the account of AGENT.
- (6) Should the AGENT be solicited by a government official with a view to obtain a payment directly or indirectly from PRINCIPAL, AGENT shall clearly state that such payment is contrary to the law, and that it cannot be made, either by AGENT or by PRINCIPAL, and AGENT shall forthwith report the matter to PRINCIPAL.

## **Article 9**

### **TRADEMARKS AND TRADE NAMES**

- (1) Except as authorized by PRINCIPAL in writing, AGENT shall not at any time during or after the term of this Agreement, use or claim any right, title, or interest in or to the name, or in the use of the name "Jindal Films Europe" or "Treofan", or any substantially similar name, or any other trademark or trade name owned or applied for by PRINCIPAL or its subsidiaries and affiliates, including without limitation, those trademarks and trade names set forth on the literature, advertising, packaging, or Product of PRINCIPAL, its divisions, subsidiaries, and affiliates.
- (2) "Trademarks" and "Trade Names" as used in this paragraph include any translation thereof. Upon termination of this Agreement, AGENT shall discontinue all reference to PRINCIPAL and all use of color schemes, trademarks, trade names, slogans, and AGENT shall return promptly to PRINCIPAL any and all advertising and promotional material, technical manuals, signs and other material or property of PRINCIPAL that may have been furnished to AGENT, together with all copies or reproductions thereof.

#### **Article 10 CONFIDENTIALITY**

- (3) During the term of this Agreement and thereafter, AGENT shall treat with the strictest confidence and not use for other purposes than for the fulfilment of its obligations under this Agreement any and all information which it directly or indirectly obtains from PRINCIPAL or its affiliates and shall disclose this information to third parties only if PRINCIPAL has in advance agreed upon in writing.
- (4) AGENT may disclose confidential information to employees and sub-agents only to the extent to which they have a need to know in order to be able to carry out this Agreement and subject to the condition that they agree to be bound by the obligations of confidentiality and non-use during the term of their employment/engagement and thereafter. AGENT shall remain responsible that its employees and sub-agents observe the obligations of confidentiality, non-use and non-disclosure.
- (5) The foregoing obligations of confidentiality, non-use and non-disclosure shall not apply to information which AGENT can show
  - a. was in the possession of AGENT prior to the signature of this Agreement and has not been disclosed by PRINCIPAL or its affiliates, or
  - b. is at the time of signature of this Agreement already in the public domain or subsequently becomes part of the public domain through no

action or omission of AGENT, or

- c. has been transmitted to AGENT by a third party which has the lawful right to disclose such information without any restrictions with regard to confidentiality or use of the information.
- (6) Specific items of information shall not fall within any exception mentioned under Article 12, paragraph (3) a. – c., merely because they are embraced by more general information falling within any exception. Likewise, any combination of specific items of information shall not fall within any exception, but only if the combination itself and its principles of operation fall within any exception.

### **Article 11 CREDIT POLICY**

- (7) PRINCIPAL will ship, or cause to be shipped the PRODUCTS directly to CUSTOMERS as it may from time to time decide and will be responsible for invoicing CUSTOMERS. AGENT will exercise care in selecting prospective CUSTOMER having good credit standing and will assist PRINCIPAL in investigating and appraising credit risks, but the final determination of credit risks, adjustments, and limits shall be determined by PRINCIPAL in its sole discretion. PRINCIPAL may change its credit policy at any time.
- (8) In case of unpaid invoices by CUSTOMERS, PRINCIPAL will request the AGENT to assist in collecting outstanding amounts.

### **Article 12 TERM AND TERMINATION**

- (1) This Agreement shall come into effect as of 1 January 2024 and shall run for a period of one year. It may be terminated by either party upon three (3) months' written notice prior to the end of a calendar month. This Agreement shall automatically renew and be extended for a period of one year upon the expiration unless terminated by either party by written notice given to the other at least three months prior to its termination date.
- (2) Notwithstanding the above PRINCIPAL may partially terminate this Agreement with regard to certain PRODUCT(S) TERRITORY(IES) or CUSTOMER(S), upon one (1) month's written notice prior to the end of a calendar month.



- (3) Notwithstanding the above either party may terminate this Agreement at any time in the event of a material breach by the other party of any of the terms and conditions herein stated or of any misconduct on the part of the other party which is detrimental to its best interests, provided that prior written notice of the alleged breach or misconduct is delivered to the offending party and the latter fails to cure its default within thirty (30) days after receipt of such notice. Thereafter termination may be effected with immediate effect by way of written notice from the aggrieved party to the offending party; the whole without prejudice to the legal rights and recourses of the aggrieved party.
- (4) Notwithstanding the above PRINCIPAL may terminate this Agreement at any time with immediate effect, if
- AGENT becomes insolvent or a winding up order has been made against it or a receiver has been appointed over its assets; or
  - a competitor of PRINCIPAL directly or indirectly takes an interest in AGENT; or
  - AGENT undergoes a direct or indirect change of control; or
  - there is a fundamental change in the organizational structure of AGENT; or
  - AGENT, for whatever reason, fails to obtain within a reasonable period, or is deprived of, any official permit required for the performance of its activities under this Agreement.
- (5) The notice of cancellation or termination shall be deemed to have been received by the other party ten (10) days after said notice has been sent by registered letter to the address of the other party mentioned herein above.

### **Article 13**

#### **EFFECTS OF TERMINATION**

- (1) Upon termination of this Agreement, AGENT shall return to PRINCIPAL all advertising and information material supplied by PRINCIPAL which is still in its possession.
- (2) All claims of either party against the other party which may have arisen prior to the termination or which are based on acts or events which led to such termination of this Agreement shall survive the termination of this Agreement.

- (3) AGENT shall not be entitled to any claim, damages, indemnity or compensation (including, but without limitation to, loss of prospective profits, loss of good will and frustrated expenses) on account of the termination or expiry of this Agreement, unless and then only to the extent otherwise provided by compulsory law.

#### **Article 14**

### **COMPETITIVE PRODUCTS**

AGENT shall not, nor shall any of AGENT's affiliated companies or any entities which have common management with AGENT during the term hereof and for a period of six (6) months following such termination, without the prior written consent of PRINCIPAL, solicit orders for, directly or indirectly, any product which is competitive with PRODUCTS in the TERRITORY.

#### **Article 15**

### **REGISTRATION**

AGENT shall inform PRINCIPAL as to whether a registration of this Agreement is required pursuant to the regulations of the TERRITORY. If a registration is required, AGENT shall apply for such registration with the competent authorities. The costs of the registration shall be borne by AGENT. Upon termination of this Agreement AGENT shall immediately effect the cancellation of its registration as an agent of PRINCIPAL.

#### **Article 16**

### **ALTERATIONS AND AMENDMENTS**

Alterations and amendments of this Agreement including this Article 16 shall be valid only if made in writing and signed by the parties to this Agreement.

#### **Article 17**

### **ASSIGNMENT**

This Agreement is personal to the parties and shall not be assignable by either party without the prior written consent of the other. Notwithstanding the foregoing, PRINCIPAL may assign this Agreement in whole or in part upon written notice to any subsidiary or affiliate or to a purchaser of the business to which the PRODUCTS pertain.

#### **Article 18**

### **PREVIOUS AGREEMENTS**

This Agreement supersedes any preceding agreement whether oral or in writing between the parties pertaining to the subject matter of this Agreement.

#### **Article 19**

#### **SEVERABILITY**

Should any clause of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability does not affect the validity and enforceability of this Agreement as such. Any invalid or unenforceable provision shall be replaced by such legally valid and enforceable provision which comes as close as possible to the original intentions of the parties.

#### **Article 20**

#### **INDEPENDENT CONTRACTOR**

AGENT shall be in the relationship of an independent contractor with PRINCIPAL and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto. AGENT agrees that all Agent's employees, officers, agents and/or servants assigned to perform work for PRINCIPAL under this Agreement shall be, for the duration of this Agreement, and for any relevant time thereafter, employees, officers, agents and/or servants of AGENT solely.

#### **Article 21**

#### **BUSINESS STANDARDS**

- (1) **Conflict of Interest.** Each Party to this Agreement shall establish precautions to prevent its employees or sub-contractors from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans, or other considerations to the employees of the other party and/or their families and/or third parties in connection with this Agreement.
- (2) **Compliance with Law.** Each Party agrees and will secure agreement by its subcontractors to comply with all applicable laws, regulations, decrees and judicial orders ("Laws") in performance under this Agreement. Notwithstanding anything in this Agreement to the contrary, no provision shall be interpreted or applied so as to require any party to do, or refrain from doing, anything which would constitute a violation of, or result in a loss of economic benefit under applicable law, anti-boycott, other export laws and regulations. Each Party represents to the other Party that it shall not make any improper payments of money or anything of value to a government official (whether

appointed, elected, honorary, or a career government employee) in connection with this Agreement, nor shall it make improper payments to a third party knowing or suspecting that the third party will give the payment, or a portion of it, to a government official.

- (3) **Notice of Non-Compliance.** Each Party agrees to notify the other Party promptly upon discovery of any instance where the Party fails to comply with this clause. If either Party discovers or is advised of any errors or exceptions related to its invoicing under this Agreement, both Parties will together review the nature of the errors or exceptions, and will, if appropriate, promptly take corrective action that is necessary on its part and adjust the relevant invoice or refund overpayments.

## Article 22 DATA PROTECTION

(1) Definitions.

- **Agreed Purposes:** promoting and selling PRODUCTS in the TERRITORY as per the terms set out in the Agreement.
- **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
- **Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy.
- **Permitted Recipients:** The parties to this agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this agreement.
- **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: Employees, collaborators, customers, prospects clients.

- (2) **Shared Personal Data.** The provisions which follow out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one Party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each Party shall:

- ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

- give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
  - process the Shared Personal Data only for the Agreed Purposes;
  - not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
  - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
  - not transfer any personal data obtained from the Data Discloser outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
    - complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
    - the transferring party complies with its obligations under the Data Protection Legislation ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- (3) **Compliance:** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- (4) **Indemnity:** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## Article 23 JURISDICTION

- (1) This Agreement shall be subject to the laws of Germany with the exception of the rules of conflict of laws. The compulsory statutes for agents being active in the European Union shall only apply as far as required by compulsory law. Pursuant to the provisions of § 92c of the Handelsgesetzbuch ("HGB"), the application of § 89b of the HGB shall be excluded.
- (2) Any disputes arising out of or in connection with this Agreement or any dispute with regard to the performance of any obligation hereunder by either party shall be settled amicably between the parties hereto.
- (3) In case an amicable settlement cannot be reached, the matter shall be finally settled according to the Arbitration Rules of the German Institute of Arbitration e. V. (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall also decide on the validity of this arbitration clause. Place of arbitration shall be Frankfurt am Main, Germany. Language of arbitration shall be English. The number of arbitrators shall be three. The award shall be in writing and shall specify the reasons for and the facts on which such decision was reached.

This Agreement supersedes and replaces all previous agreements between the PRINCIPAL and the AGENT as of the effective date of this Agreement-.

IN WITNESS WHEREOF, this Agreement including Schedule A and Schedule B has been duly executed and delivered as of the dates written hereunder.

[Signature page follows]

Signature:

Name: Deepak Jain

Capacity: Prokurist/Attorney in Fact

Date: \_\_\_\_\_

**Treofan Germany GmbH & Co. KG**

Signature:

Name: *S. J. Kim*  
S. J. Kim (Jan 15, 2024 09:33 GMT+9)

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

**Eltro Korea Co. Ltd**

**Schedule A**  
**PRODUCTS and COMMISSION**

The PRODUCTS under this Agreement are

BOPP technical and tobacco films manufactured by Treofan (see exclusion schedule B)

**2. Commission rate:**

The Commission for each PRODUCT shall depend on which group the PRODUCT can be allocated to. Each PRODUCT can be exclusively allocated to one of the here-by-specified groups.

- CAPACITOR FILMS
  - $\geq 6$  my thickness: 0.15 €/Kg
  - $< 6$  my thickness : 0.20 €/Kg
- TOBACCO FILMS: 0.06 €/Kg
- SPECIFIED BUSINESS: 0.03 €/Kg

2.1 The amount of commission payable on sales of PRODUCTS to CUSTOMERS in the TERRITORY mediated by the AGENT, shall be an amount equal to the rate indicated above.

2.2 No commission in favour of the AGENT apply to sales made to CUSTOMERS through PRINCIPAL e-commerce platform.

2.3 Specified business is business the allocation of which to films producers and converters is defined by a Multinational or global or regional brand owner or other end user who is covered by PRINCIPAL's key account management, and its generation is not related to the AGENT's activities in the TERRITORY. This includes Nuintek Europe (Capacitor) and Philip Morris Korea (Tobacco) business among the others.

2.4 Commissions shall not be paid for products purchased and distributed directly by the Agent



**Schedule B**

**Exclusions**

Second Grade sales are excluded from the scope of the agreement  
Direct Sales to AGENT are excluded from the scope of the agreement  
Flexpack and Labels films are excluded from the scope of the Agreement.

# Eltro Korea Agency Agreement 2024

Final Audit Report

2024-01-15

Created:	2024-01-12
By:	Anna Facchinetti (anna.facchinetti@jindalfilms.com)
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## "Eltro Korea Agency Agreement 2024" History

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2024-01-15 - 0:30:20 AM GMT

 Signer eltrocom@kakao.com entered name at signing as S. J. Kim

2024-01-15 - 0:33:02 AM GMT

 Document e-signed by S. J. Kim (eltrocom@kakao.com)

Signature Date: 2024-01-15 - 0:33:04 AM GMT - Time Source: server

 Agreement completed.

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