CHEMSERVICE

K-REACH-OR-TRUSTEE

Terms

&

Conditions

Contents

1. Definitions 3

2. Subject matter, procedure and conditions 3

3. Confidentiality 6

4. Final provisions 7

Annex 1 - Import Certificate 9

Annex 2 - Transaction fees and conditions 10

1. Definitions

K-REACH-OR-Trustee:	Represented in Korea by:
Chemservice S.à r.l. 13, Fausermillen 6689 Mertert Luxembourg	Chemservice Asia Co. Ltd. Technical Innovation Building B-201, 202 15, Jongga-ro, Jung-gu 44412 Ulsan Korea

Chemservice S.à r.l. provides the K-REACH-OR-Trustee service on behalf of Chemservice Asia Co. Ltd. in Korea. Accordingly, operation, maintenance and servicing of the K-REACH-OR-Trustee system as well as billing of the chargeable services are performed directly by Chemservice S.à r.l. in Luxembourg.

Chemservice Asia Co. Ltd. is the local representative in Korea, who serves as contact person e.g. in case of inspections by the authorities and, if necessary, submits the corresponding evidence regarding represented Only Representatives, supply chain details, etc.

Customer: Non-Korean downstream customer

WHEREAS, pursuant to the K-REACH[1] Regulation (hereinafter "**K-REACH**") substances may only be manufactured or placed on the market in Korea if they have been first registered or pre-notified by the manufacturer or importer in accordance with the provisions of K-REACH and, in the case of import, the importer concerned must be included in the relevant submission at the time of import.

WHEREAS, a manufacturer or formulator who is not established in Korea (hereinafter collectively referred to as "**Non-Korean manufacturer**") and who exports or intends to export chemical products to Korea may, pursuant to Article 38 of K-REACH, appoint a natural or legal person established in Korea to fulfil the obligations of an importer under K-REACH (hereinafter referred to as an "**Only Representative**").

WHEREAS, K-REACH-OR-Trustee has been appointed as Only Representative by a non-Korean manufacturer of certain substances in a supply chain of which Customer is a part;

and/or

WHEREAS, K-REACH-OR-Trustee has been appointed as trustee by an Only Representative of a non-Korean manufacturer of certain substances and/or products in a supply chain of which Customer is a part.

WHEREAS, K-REACH-OR-Trustee has concluded an Agreement with the Only Representative of a non-Korean manufacturer on the use of the Chemservice K-REACH-OR-Trustee system.

2. Subject matter, procedure and conditions

2.1. Subject matter of this document is the use of the Chemservice K-REACH-OR-Trustee system as described below:

[1] Act No. 11789 on Registration and Evaluation of Chemical Substances (K-REACH), promulgated on 22 May 2013 by the Ministry of Environment of the Republic of Korea, and its subsequent amendments.

A non-Korean manufacturer of chemical substances and/or products (mixtures) has nominated an Only Representative (internal or external), according to Article 38 of K-REACH. The non-Korean or Korean manufacturer wants to offer K-REACH coverage to the downstream actors in its supply chain in order to relieve the direct and indirect Korean importers of their substances/products from their obligation to register or pre-notify the imported substances.

The Only Representative of the non-Korean manufacturer or the Korean manufacturer has contracted K-REACH-OR-Trustee as an independent third party that can manage all confidential business data, such as the identity of the indirect Korean importers and their respective imported substance quantities. The non-Korean manufacturer as well as its Only Representative or the Korean manufacturer and K-REACH-OR-Trustee have agreed to use the Chemservice K-REACH-OR-Trustee system to track their substances/products through simple, multi-level and linked supply chains without having to disclose confidential business information.

According to this Chemservice K-REACH-OR-Trustee system, the manufacturer of a substance and/or product sells a quantity - determined and requested by Customer - for the purpose of potential import into Korea and grants Customer the right to resell this maximum determined quantity (as such or in partial quantities) for the purpose of potential export to Korea. For this purpose, Customer must register in the web portal of the K-REACH-OR-Trustee system, so that he can receive corresponding product transactions from his supplier through it and also record his own product transactions to other customers. Each transaction is created and released by the respective supplier for a certain quantity of a product and an allowed import period, to the next customer in the supply chain. Based on the transactions received, each customer can then enter their own further product transactions to the next customers in the supply chain. This continues until finally Korean import takes place. Based on the recorded transactions, the K-REACH-OR-Trustee can report the accumulated quantities of the respective substances and/or products imported into Korea back to the manufacturer or its Only Representative. This allows them to ensure that all imported substance quantities are covered by K-REACH registrations or pre-notifications in their total annual quantity. The K-REACH-OR-Trustee is contractually obliged to keep the identity of the respective suppliers and customers confidential. Due to the transactions, the K-REACH-OR-Trustee is able to verify the origin of each product and/or the contained substances and, in case of controls by K-REACH enforcement authorities, can provide them with all required and relevant information.

For each product transaction received (= product import), the Korean importer can have an Import Certificate (see **Annex 1**) created in the Chemservice K-REACH-OR-Trustee system, which documents the quantity for which the respective Only Representative or Korean manufacturer fulfills the obligations under K-REACH Chapter II (Registration of Chemical Substances) in the designated validity period. This document can then be presented to the competent authority as proof of the K-REACH conformity of the imported product quantities.

2.2. The sole purpose of the K-REACH-OR-Trustee system is to record and track all relevant substance quantities and importer information, to ensure K-REACH compliance of Korean importers by the respective responsible Only Representatives. The system does not serve as a communication platform, for the exchange of any other documents and information (such as Safety Data Sheets, identified uses, etc.) within the supply chains.

2.3. Each participant in the K-REACH-OR-Trustee system must register there themselves and create relationships with their respective suppliers and/or customers. Any further communication between suppliers and customers (such as requests to suppliers for K-REACH coverage of specific products) must be done outside the system.

2.4. Each participant in the K-REACH-OR-Trustee system is responsible for the accuracy of all data entered in his own company account as well as actions performed (regarding company data, products,

transactions, billing addresses, etc.). This data is neither verified nor maintained by K-REACH-OR-Trustee and K-REACH-OR-Trustee assumes no responsibility for the accuracy of the respective data.

2.5. To create a transaction for a specific quantity of a product that will finally be exported to Korea, Customer must log on to the K-REACH-OR-Trustee system and enter the relevant transaction data there. This data includes information about the direct next customer, the product delivered, the maximum allowed quantity and the allowed time period in which the product can be exported to Korea. Each time a transaction is entered, the K-REACH-OR-Trustee system automatically checks for the validity of the coverage period as well as the eligibility of the product quantities entered, so that the maximum periods and quantities specified by the respective supplier cannot be exceeded.

2.6. Due to the special nature of K-REACH, Korean importers can only import a product if they have been notified for all substances contained in the product to be imported at the time of import. For reasons of confidentiality in indirect supply chains, it is usually not known at the beginning of the supply chain which importers are to be supplied with a product. In addition, components from different supply chains can flow into a product to be imported. A check by the OR-Trustee system as to whether the above requirements for an importer to be supplied are met is therefore only possible at the time when a transaction to an importer is recorded and saved in the OR-Trustee system. It can therefore happen that certain transactions cannot be released by the system and the exporter must first contact their respective suppliers to clarify the situation.

2.7. Recorded transactions, that the respective supplier of a product has released via the system, are flagged for settlement with the fees listed in **Annex 2**. These transactions become immediately available in the account of the next customer as soon as this supplier has created an invoice for these transactions (via the payment menu) and the invoice amount due has been received in full by K-REACH-OR-Trustee.

2.8. Invoices are sent only in electronic form as PDF files via email. The creation of individual invoices with e.g. handwritten signatures and stamps as well as the sending of invoices by mail is not possible.

2.9. Invoices may be settled immediately during the invoicing process via the offered PayPal service. Payments can be made via existing PayPal accounts as well as major credit cards. Applicable PayPal fees (see **Annex 2**) will be shown prior to payment and added to the invoice amount accordingly.

2.10. Alternatively, invoices can also be settled by bank transfer. In this case, any bank charges incurred shall be borne in full by the invoice recipient. Incoming payments are usually recorded by K-REACH-OR-Trustee in the K-REACH-OR-Trustee system within three working days at the latest, so that the related transactions are then released to the next customer, provided that the full invoice amount due has been received in K-REACH-OR-Trustee's bank account. Due to the extended public holiday period at the end of each calendar year, the manual entry of incoming payments may be delayed accordingly during this period and therefore take longer than three working days.

2.11. For invoices that are still completely unpaid, an automatic payment reminder is sent after 30 days. After the final expiration of the payment period, completely open invoices are automatically cancelled by the system and corresponding cancellation invoices are sent by email to the invoice recipients. If the affected transactions are still to be released to the next customer, new invoices must be created and paid accordingly.

2.12. Customer has the option to cancel transactions that have already been paid in full (status "Completed"), provided that they are not yet in use by the next customer (status "in use" is not set). If the cancellation is made within the period specified in **Annex 2**, a full credit for the transactions is issued in the payment section which can be offset against further transactions. No credit will be issued if the cancellation is made after the period specified in **Annex 2**. Please note that credit amounts cannot be paid out or otherwise refunded!

3. Confidentiality

3.1. K-REACH-OR-Trustee shall treat all information provided by Customer to K-REACH-OR-Trustee in connection with the K-REACH-OR-Trustee system as strictly confidential. In particular, K-REACH-OR-Trustee shall not disclose to any third party any information regarding the identity of the participants in the system as well as their substances/products and their respective quantities.

3.2. K-REACH-OR-Trustee only provides the cumulative quantities of the respective substances and/or products imported into Korea to the respective manufacturers or their Only Representatives, so that they can ensure that all imported substance quantities in their annual total are covered by K-REACH registrations or pre-notifications and that the Only Representatives can fulfill their record-keeping obligations.

3.3. For the same purpose, K-REACH-OR-Trustee is allowed to share this information and information on the respective Korean importers with the relevant K-REACH enforcement authorities, if requested to do so.

3.4. K-REACH-OR-Trustee undertakes to take all necessary, appropriate and reasonable measures and actions to effectively protect the confidential information received at all times against loss and against unauthorized access. This includes, in particular, the provision and maintenance of necessary and appropriate entrance and access measures for rooms, containers, IT systems, data carriers and other information media, in or on which confidential information is provided, as well as the implementation of appropriate instructions for those persons who are authorized to handle confidential information, pursuant to this document.

3.5. Due to the special requirement under K-REACH that Korean importers can only import a product if they have been notified at the time of import for all substances contained in the product to be imported, it may be necessary for importers that have not yet been notified to be disclosed to an Only Representative.

In the event that the exporter is aware that Chemservice is the Only Representative, the exporter can contact Chemservice directly (outside of the system) so that a corresponding notification can be made on behalf of the respective non-Korean manufacturer. In this case, Chemservice will never disclose the importers to the represented non-Korean manufacturer.

In the event that the non-Korean manufacturer transfers the Only Representative function of Chemservice to another Only Representative, all importers notified for substances in the Korean REACH-IT system will inevitably become visible to the new Only Representative.

In the event that Chemservice only acts as a trustee for another Only Representative, the exporter in the respective supply chain must communicate the respective importers to the corresponding Only Representative (outside of the system). In this case, Chemservice cannot control that these Only Representatives do not disclose the importers to the respective represented non-Korean manufacturer. In this case, the supply chain may have to take its own measures to protect sensitive data.

4. Final provisions

4.1. The validity, interpretation and performance of these Terms & Conditions and all disputes relating thereto shall be governed by and construed in accordance with the laws of Germany. Any and all disputes between Customer and K-REACH-OR-Trustee which may arise hereunder shall be settled amicably through negotiation. In case no settlement can be reached through negotiation, the dispute shall be settled by arbitration in accordance with the rules of International Chamber of Commerce in English language in the place of the respondent. The award shall be final and binding upon the parties hereto.

4.2. The legal relationships between Customer and K-REACH-OR-Trustee in view of the subject matter of this document shall be governed exclusively by this document. Any agreements to the contrary do not exist or are ineffective.

4.3. These Terms & Conditions may be amended from time to time without individual notification or advance notice. The main reason for such an amendment is usually to improve the comprehensibility of the content, but it may also become necessary due to new requirements that have arisen or due to an adjustment of the conditions listed in **Annex 2**. In any case, the basic provisions on confidentiality (according to Article 3) remain in place, unless legal requirements make an adaptation necessary.

The latest valid version of this document can be downloaded from the K-REACH-OR-Trustee website or directly via the following link: K-REACH-OR-Trustee Terms & Conditions

4.4. K-REACH-OR-Trustee will never use, evaluate or disclose the information provided to it (under these Terms & Conditions) for its own business, marketing or any other purposes. The exclusive use of the data and information received is to fulfill the requirements and obligations arising from this document.

4.5. The Chemservice K-REACH-OR-Trustee system does not serve as a communication platform, for the exchange of documents and information on Safety Data Sheets, identified uses, etc. within the supply chains. It is the responsibility of the non-Korean manufacturer or its Only Representative to provide the customer with up-to-date and K-REACH-compliant SDSs for the substances/products covered by the K-REACH-OR-Trustee system. However, for subsequently formulated products, these SDSs may not be appropriate. Therefore, each indirect customer/importer is required to request the appropriate K-REACH-compliant SDS, for the product to be imported into Korea, from its respective direct supplier. Furthermore, it is the responsibility of the customer/importer to ensure that its (or its customer's) intended use of the product to be imported into Korea is covered by the registration of the substance(s) contained in the product.

K-REACH-OR-Trustee:

Mertert, 12 December 2025	Mertert, 12 December 2025
[location], [date]	*[location], [date]*
	
[Signature]	*[Signature]*
Dr. Dominik Kirf	Christopher Cohrs
[Printed name]	*[Printed name]*
Manager Chemservice S.à r.l.	Manager Chemservice S.à r.l.
[Title/Position]	*[Title/Position]*

Ulsan, 12 December 2025

[location], [date]



[Signature]

Jae-Seong Choi

[Printed name]

Director of Chemservice Asia Co. Ltd.

[Title/Position]

Annex 1 - Import Certificate

IMPORT CERTIFICATE

K-REACH COVERAGE CONFIRMATION

Transaction ID: 50761543

As the appointed Only Representative of a non-Korean manufacturer, according to Article 38 of Act No. 11789 on Registration and Evaluation of Chemical Substances (K-REACH), promulgated on 22 May 2013 by the Ministry of Environment of the Republic of Korea, and its subsequent amendments, and/or trustee of a non-Korean manufacturer's Only Representative, we herewith confirm that

the following product	**Multimix 25**
supplied by	Mishmash Chemicals Uphill Road 1423 Plastics Town, KL 72533 USA
to	KR Importer 824 Sungnam-dong 08164 Seoul Korea
with a delivery volume of	**50 metric tons**
contains	**100% (w/w)**

of substances that are either exempted from the obligation to register or are covered by pre-notifications / registrations at the Korean Ministry of Environment (MoE) within the supply chain of this product.

We are prepared to provide the necessary details to enforcement authorities in Korea on request.

This certificate is valid from 01 January 2025 to 31 December 2025.

All uses and company information reported to Chemservice by the above-mentioned Korean importer, upon first import of the above-mentioned product, have been included in the corresponding pre-notifications and registrations of all relevant substances. It is the responsibility of the Korean importer to report all subsequently identified uses as well as any changes to the company information without further request to Chemservice, to allow to get these added to the relevant substance pre-notifications and registrations.

Chemservice Asia Co. Ltd.
Tech. Innovation Bldg. B-201, 202 | 15, Jongga-ro, Jung-gu | 44412 Ulsan | Korea
email: kr-ort@chemservice-group.com

09 January 2025

SAMPLE

This document was issued electronically and is therefore valid without a signature.

Annex 2 - Transaction fees and conditions

Transaction fee	Transaction fee per recorded and released product transaction to another non-Korean manufacturer, formulator, distributor, trader or KOREAN importer. To be paid by the supplier of the product recording and releasing the transaction.	100.00 EUR per transaction
PayPal / Credit Card fee	When paying by PayPal / Credit Card, fixed percentage surcharge on the total invoice amount, for the applicable fees that must be paid to the payment service provider.	5.70 %
Payment period	Payment period, after which completely open invoices are automatically cancelled by the system.	60 days
Cancellation period for fully paid transactions	Period in which fully paid but not yet used transactions can be cancelled and for which an offsettable credit note is issued in the payment area.	90 days

- Invoicing of chargeable services is carried out directly by Chemservice S.à r.l. in Luxembourg.
- Any transfer and bank charges must be borne by the invoice recipient.
- The applicable fees include all EU taxes excl. VAT.