

SUBSCRIPTION AGREEMENT FOR UPM RAFLATAC, INC.'S BUSINESS LINE WEB SITE

This Subscription Agreement (“Agreement”) dated ___/___/_____, is between _____ (“Subscriber”) and UPM Raflatac, Inc. (“UPM Raflatac”). Subscriber agrees to the terms of this Agreement. UPM Raflatac reserves the right, at its discretion, to change, modify, add or remove portions of these terms at any time and Subscriber’s continued use of the UPM Raflatac Business Line Web site following the posting of changes to these terms will mean Subscriber accepts those changes.

1. *Definitions*

- 1.1 **“UPM Raflatac Business Line Web site”** means the area for the U.S. customers of UPM Raflatac which can be accessed at the URL <http://www.upmraflatac.com/northamerica/eng/>. Each Subscriber will have exclusive access to a private account, with customized information provided by UPM Raflatac to Subscriber’s private account.
- 1.2 **“Subscribers”** means those persons or entities who have assented to the terms of this Agreement.
- 1.3 **“UPM Raflatac Public Web site”** means that portion of the UPM Raflatac Business Line Web site which is available for use by any person, or any Subscriber, which accesses it.
- 1.4 **“User Name”** means the name which UPM Raflatac shall provide which allows the Subscriber to have a private account on the UPM Raflatac Business Line Web site.
- 1.5 **“Password”** means the Password by which the Subscriber shall provide to UPM Raflatac, which allows the Subscriber to have a private account on the UPM Raflatac Business Line Web site.
- 1.6 **“Information Entry Form”** means the UPM Raflatac registration form attached hereto as an Exhibit where the Subscriber will enter all of the necessary information pertaining to Subscriber which will allow UPM Raflatac to issue Passwords to Subscriber.

2. *UPM Raflatac’s services*

- 2.1 **Private account.** UPM Raflatac will provide a private account to each Subscriber which will include customized information concerning orders, pricing, inventory, shipment and delivery data specific to each Subscriber. The separate User Names and on-line activity of each employee of Subscriber issued a password that can be viewed under the “Security” feature of UPM Raflatac’s navigation list on the UPM Raflatac Business Line Web site.
- 2.2 **Privacy of Subscriber’s information.** UPM Raflatac shall not disclose to third parties any personal information which the Subscriber forwards to UPM Raflatac through the Information Entry Form. The information which the Subscriber forwards to UPM Raflatac through the use of the Information Entry Form shall be used solely by UPM Raflatac for the purposes of providing customized information to Subscriber, for notifying Subscriber of any changes to this Agreement, the UPM Raflatac Business Line Web site, or any other purpose which UPM Raflatac deems necessary to carry out its duties under this Agreement.
- 2.3 **Information provided on the private accounts of the UPM Raflatac Business Line Web site.** UPM Raflatac shall provide its Subscribers with private and individualized information on the private accounts of the UPM Raflatac Business Line Web site. The information available for a Subscriber on the UPM Raflatac Business Line Web site shall not be published or available on any portion of the UPM Raflatac Public Web site, nor can it be viewed by other Subscribers.
 - 2.3.1 **User Name and Password.** UPM Raflatac will provide a User Name to Subscriber which will allow Subscriber to view information concerning Subscriber’s private account maintained by UPM Raflatac. After Subscriber has completed the Information Entry Form including supplying UPM Raflatac with a list of authorized individuals to be allowed access to Subscriber’s private account, UPM Raflatac shall provide initial Passwords and User Names to Subscriber (via E-mail or regular mail) after receiving the signed copy of this Subscription Agreement. UPM Raflatac unconditionally reserves the right, in its sole discretion and without explanation, not to issue a User Name and Password to any potential Subscriber who may apply to UPM Raflatac for a User Name and Password. SUBSCRIBER AGREES TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO THE USER NAME AND THE PASSWORD. IF SUBSCRIBER BELIEVES THAT THE PASSWORD HAS BEEN STOLEN OR COMPROMISED, SUBSCRIBER SHALL IMMEDIATELY

CONTACT UPM RAFLATAC VIA TELEPHONE AT +1-828-651-4800 AND VIA E-MAIL AT usasales@upmraflatac.com.

2.3.2 SUBSCRIBER AGREES TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE USER NAME AND PASSWORD AND ON-LINE INFORMATION, THE BROWSER APPLICATION AND ANY TRANSACTIONS CONDUCTED USING ON-LINE SERVICES. UPM RAFLATAC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF ON-LINE SERVICES OR THE BROWSER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. UPM RAFLATAC WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY REQUEST NOT CAUSED BY UPM RAFLATAC OR ITS AGENTS. UPM RAFLATAC DOES NOT WARRANT UPM RAFLATAC'S EQUIPMENT, SOFTWARE, OR BROWSER OR THAT THEY ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, OR OTHERWISE. ANY PROBLEMS WITH UPM RAFLATAC'S EQUIPMENT, THE SOFTWARE, OR THE BROWSER MUST BE RESOLVED DIRECTLY WITH THE MANUFACTURER OR OTHER SUPPLIER. UPM RAFLATAC DOES NOT WARRANT THAT SUBSCRIBER'S USE OF ON-LINE SERVICES WILL BE UNINTERRUPTED OR THAT OPERATION OF ON-LINE SERVICES WILL BE ERROR FREE OR SECURE. UPM RAFLATAC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, OR ACCURACY OF INFORMATIONAL CONTENT.

2.4 **Unauthorized access.** In the event that Subscriber determines that another party has gained access to Subscriber's Password and User Name, or has determined that another has wrongfully accessed a private account of the UPM Raflatac Business Line Web site using Subscriber's Password and User Name, Subscriber will promptly notify UPM Raflatac and UPM Raflatac shall issue a new User Name and Password to Subscriber and UPM Raflatac shall delete the old User Name and Password account. IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO NOTIFY UPM RAFLATAC OF ANY CHANGES IN ITS PERSONNEL REQUIRING CANCELLATION OF PASSWORDS ISSUED BY UPM RAFLATAC. SUBSCRIBER FURTHER AGREES THAT UPM RAFLATAC SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND AS A RESULT OF SUBSCRIBER'S CURRENT OR FORMER EMPLOYEES' UNAUTHORIZED USE OF SUBSCRIBER'S PASSWORDS EVEN IF UPM RAFLATAC WAS ADVISED OF THE POSSIBILITY OF SUCH MISUSE, DAMAGES OR WAS GROSSLY NEGLIGENT.

2.5 **Availability of access.** UPM Raflatac shall notify Subscriber by posting or e-mail of scheduled maintenance or upgrade work which may make the UPM Raflatac Business Line Web site or the private accounts unavailable for periods of time greater than two (2) hours. UPM Raflatac does not warrant that the private accounts or the UPM Raflatac Business Line Web site will be available to Subscriber on a continual twenty-four hour basis.

3. **Subscriber's duties**

3.1 **Information content supplied by Subscribers.** Subscriber understands that all information, computer files, software, graphics, sound files, and tests, whether publicly displayed by Subscriber on the UPM Raflatac Public Web site, or transmitted through the private accounts of the UPM Raflatac Business Line Web site, are the responsibility of the Subscriber from which such informational content has originated. Subscriber is fully responsible for any and all informational content that Subscriber uploads, posts, e-mails, or transmits using the UPM Raflatac Business Line Web site. UPM Raflatac does not and cannot control the informational content Subscribers transmit through the UPM Raflatac Business Line Web site or the private accounts. Under no circumstances shall UPM Raflatac be held liable for Subscriber's exposure to informational content that Subscriber deems offensive, indecent, or objectionable. Under no circumstances shall UPM Raflatac be held liable for any errors or omissions in any informational content transmitted by Subscribers. Under no circumstances shall UPM Raflatac be held liable for any informational content inadvertently transmitted to a third party instead of to the Subscriber.

3.2 **Trade secret protection/Subscriber confidentiality agreement.** Subscriber acknowledges and agrees that the information UPM Raflatac will supply to Subscriber on the UPM Raflatac Business Line Web

site constitutes a valuable trade secret of UPM Raflatac. UPM Raflatac considers the materials and information supplied to Subscriber to be confidential and proprietary.

- 3.2.A. **Functional documentation.** In order to provide Subscriber an opportunity to review private and individualized information for pricing, inventory, shipment, and delivery of products, UPM Raflatac will provide substantial functional documentation for the UPM Raflatac Business Line Web site and the private accounts.
- 3.2.B. **Trade secrets.** Subscriber acknowledges and agrees that the functional documentation UPM Raflatac will deliver to Subscriber, and all copies thereof are UPM Raflatac's exclusive property, and constitute a valuable trade secret of UPM Raflatac. Subscriber may not copy, transfer or disclose or make available to any third parties the functional documentation or any portion thereof without UPM Raflatac's prior written consent. Upon any termination, cancellation, or expiration of the Subscription Agreement for UPM Raflatac's Business Line Web site, Subscriber shall immediately return the functional documentation and any copies thereof to UPM Raflatac.
- 3.2.C. **Confidential information.** UPM Raflatac considers the functional documentation to be confidential and proprietary. Therefore, as a prerequisite to delivery, the Subscriber acknowledges that (1) materials will be retained on its premises and will not be moved, transferred or copied without the express written consent of UPM Raflatac, (2) it will use reasonable means, not less than that used to protect its own proprietary information, to safeguard the materials; (3) it will not show or otherwise disclose any portion of the materials or their contents to any one other than its employees with a need to know and will obtain a written commitment from such employees to maintain such materials confidential; (4) it will make no copies of the materials, and (5) it will return all materials upon the completion of its review, or promptly upon UPM Raflatac's written request.
4. **Terms and Conditions of Sale.** UPM Raflatac's Terms and Conditions of Sale, set forth on the UPM Raflatac invoice and also displayed on the UPM Raflatac Business Line Web site, constitute the exclusive Terms and Conditions of Sale between the parties. Any additional or different terms in Subscriber's forms or other documents are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. No modification of UPM Raflatac's Terms and Conditions of Sale will be binding on UPM Raflatac unless agreed to in writing by UPM Raflatac. Subscriber acknowledges that Subscriber has read UPM Raflatac's Terms and Conditions of Sale, and agrees to the terms and conditions set forth therein.
5. **Indemnity.** Subscriber agrees to indemnify and hold UPM Raflatac and its parent companies, subsidiaries, affiliates, officers, agents, co-branders or other partners and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of the content Subscriber submits, posts, transmits or makes available through the UPM Raflatac Business Line Web site or Subscriber's use or connection to the UPM Raflatac Business Line Web site, Subscriber's violation of the Subscription Agreement, or Subscriber's violation of any rights of another. UPM Raflatac shall not undertake to resolve any disputes or litigation on Subscriber's behalf involving use of the services described herein, and Subscriber agrees that it shall indemnify, hold UPM Raflatac harmless and defend UPM Raflatac against any disputes involving use of the UPM Raflatac Business Line Web site.
6. **Information Entry Form.** Prior to signing this Agreement, Subscriber shall have provided to UPM Raflatac the information on the Information Entry Form attached hereto as an Exhibit.
7. **Hyperlink policy.** The UPM Raflatac Business Line Web site may contain hyperlinks to other Internet sites not under the control of UPM Raflatac. These hyperlinks are not express or implied endorsements or approvals by UPM Raflatac of any products, services or information available from these sites.
8. **Disclaimers.** The services provided by UPM Raflatac are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO SUBSCRIBER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, FITNESS FOR SUBSCRIBER'S PURPOSE OR SYSTEM INTEGRATION, ACCURACY OF INFORMATIONAL CONTENT, NONINFRINGEMENT, QUIET ENJOYMENT, AND TITLE. SUBSCRIBER AGREES THAT ANY EFFORTS BY UPM RAFLATAC TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. SUBSCRIBER FURTHER AGREES THAT UPM RAFLATAC

SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF UPM RAFLATAC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

9. **Choice of law.** This Agreement shall be construed and controlled by the laws of the State of North Carolina. Any dispute concerning or breach of the terms of this Agreement will be governed by the laws of the State of North Carolina.
10. **Length of Agreement.** The parties agree that UPM Raflatac may determine the length of the terms of this Agreement. Subscriber shall notify UPM Raflatac in writing of Subscriber's desire to terminate this Agreement. UPM Raflatac reserves the right to terminate this Agreement provided that UPM Raflatac notifies Subscriber no less than thirty (30) days in advance.
11. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein.
12. **Amendment of Agreement.** UPM Raflatac may revise these terms at any time. You should visit the UPM Raflatac Business Line Web site from time to time to review the then-current terms because they are binding on you. You agree that by signing the Agreement and using the UPM Raflatac Business Line Web site, you hereby waive any objection to this Agreement, whether based on the Statute of Frauds or similar law, rule, or regulation. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

NOW, THEREFORE, the parties have caused this Agreement to be duly approved and duly executed as of the date and year above first written.

UPM Raflatac, Inc.

(Subscriber)

By: _____

By: _____

(Corporate Seal)

Sign

By: _____

Print

Attest:

Attest:

By: _____

By: _____

Company Secretary

Company Secretary