

## Addendum to Terms and Conditions for Purchase of Wood Fiber Goods

This left column applies if Seller is supplying Goods with a wood fiber component to any Packaging Corporation of America operation that is <u>not</u> a paper manufacturing mill.

Packaging Corporation of America

("PCA") and Seller intend to have this Addendum set forth supplemental terms and conditions for Goods (as defined in the Production Order or purchase order) with a wood fiber component supplied to any corrugated plant, any converting plant, and any other plant (excluding only paper manufacturing mills) owned or operated by PCA and its subsidiaries and affiliates, including Hexacomb Corporation and Hexacomb Canada Corp, but excepting its subsidiary Boise White Paper, L.L.C. These supplemental terms and conditions are integrated with the PCA purchase order (PO).

Seller acknowledges that PCA is a participant in the *Sustainable Forestry Initiative® (SFI®)* and Programme for the Endorsement of Forest Certification (PEFC) (PEFC/29-31-222) programs, and desires to comply with the applicable Chain of Custody and Fiber Sourcing standards to enable PCA to make certain claims

This right column applies if Seller is supplying Goods with a wood fiber component to any paper manufacturing mill of Packaging Corporation of America.

Packaging Corporation of America, including subsidiary Boise White Paper, L.L.C. ("PCA") and Seller intend to have this Addendum set forth supplemental terms and conditions for Goods (as defined in the Production Order or purchase order) with a wood fiber component supplied to any paper manufacturing mill of PCA, including mills located in Counce, TN; DeRidder, LA; Filer City, MI; International Falls, MN; Jackson, AL; Tomahawk, WI; Valdosta, GA; or Wallula, WA. These supplemental terms and conditions are integrated with the PCA purchase order (PO).

Seller acknowledges that PCA is a participant in the *Sustainable Forestry Initiative® (SFI®)*, Forest Stewardship Council® (FSC®) and the Programme for the Endorsement of Forest Certification (PEFC) (PEFC/29-31-222, PEFC/31-29-09) programs, and desires to comply with the applicable Chain of Custody, Fiber Sourcing, and Controlled Wood standards to enable and to use appropriate on-product labels with respect to SFI® and/or PEFC certified products sold by PCA manufactured from any Goods with a wood fiber component supplied by Seller in conjunction with this PO. To make such claims and use such labels, PCA must rely on information provided by Seller.

To that end, Seller shall ensure that documents associated with each delivery of Goods to PCA shall include: (1) Seller identification, (2) quantity of delivery, (3) date of delivery (or delivery period or accounting period), (4) category of origin (including percentage of certified Goods if the percentage method is used by Seller), & (5) such other information as PCA may from time to time reasonably require for purposes of complying with the standards and principles of the respective SFI and PEFC programs.

Seller certifies that all such information shall be true and correct and complete at the time provided. Upon PCA's request, Seller shall provide periodic written summaries of such information under Seller's written certification that all such information is true and correct and complete as of the date of certification. Seller agrees not to substitute and deliver non-certified for certified Goods, or mix non-certified with certified Goods, and shall cooperate with on- going monitoring and auditing of each certification program.

To the best of Seller's knowledge, Seller certifies that: (1) All Goods supplied to PCA are obtained from legal sources in accordance with federal, state, and local regulations, and in compliance with applicable voluntary and mandatory best PCA to make certain claims and to use appropriate on-product labels with respect to SFI<sup>®</sup>, FSC<sup>®</sup>, and/or PEFC certified products sold by PCA manufactured from any Goods with a wood fiber component supplied by Seller in conjunction with this PO. To make such claims and use such labels, PCA must rely on information provided by Seller.

To that end, Seller shall ensure that documents associated with each delivery of Goods to PCA shall include: (1) Seller identification, (2) quantity of delivery, (3) date of delivery (or delivery period or accounting period), (4) category of origin (including percentage of certified Goods if the percentage method is used by Seller), & (5) such other information as PCA may from time to time reasonably require for purposes of complying with the standards and principles of the respective SFI, PEFC and FSC programs.

Seller certifies that all such information shall be true and correct and complete at the time provided. Upon PCA's request, Seller shall provide periodic written summaries of such information under Seller's written certification that all such information is true and correct and complete as of the date of certification. Seller agrees not to substitute and deliver non-certified for certified Goods, or mix non-certified with certified Goods. Seller shall take reasonable steps to ensure no mixing of non-acceptable material has occurred in the fiber supply chain. Seller shall cooperate with on-going monitoring and internal and independent auditing of each certification program by providing access to documents, supporting the organization's need to collect

management practices. (2) No Goods originate from any controversial sources as that term is defined by SFI, (3) All Goods supplied to PCA are obtained in compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and (4) all Goods supplied to PCA are sourced in compliance with requirements of the SFI standards for having a program for the purchase of wood from wood producers that have completed training programs and are recognized as qualified logging professionals.

Seller shall be deemed to have recertified as to each of such four statements at the time of each delivery of Goods to PCA, except to the extent the documentation for such delivery sets forth a specific exception or qualification. Upon completion of a series of deliveries of Goods over a period of time, if PCA shall so request, Seller shall provide PCA with a written certification, effective as of the date of completion of that series of deliveries, re-certifying as to each of such four statements for that series of deliveries.

Seller agrees to maintain adequate records systems to enable Seller to provide PCA with accurate and complete information and substantiate Seller's representations and certifications set forth in this paragraph. In the event, at any time, Seller determines that any certified information provided to PCA was not true and correct and complete, or was misleading, at the time that information was provided to PCA, Seller shall promptly notify PCA of that determination and provide corrected information under Seller's written certification. information necessary to implement risk mitigation measures, and when relevant to verify risk mitigation measures, providing access to sites.

To the best of Seller's knowledge, Seller certifies that: (1) All Goods supplied to PCA are obtained from legal sources in accordance with federal, state, and local regulations, and in compliance with applicable voluntary and mandatory best management practices. (2) No Goods originate from any controversial sources as that term is defined by SFI, (3) All Goods supplied to PCA are obtained in compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), &, where Seller delivers Goods from non-certified sources, (4) the Goods supplied to PCA qualify as controlled material (acceptable sources) as defined by FSC (that is, the Goods are not (a) wood from forest areas where traditional or civil rights are violated, (b) wood from forests where high conservation values are threatened (as defined by FSC), (c) wood from genetically modified (GM) trees, (d) illegally harvested wood, nor (e) wood from natural forests that have been harvested for the purpose of converting the land to plantations or other nonforest use, unless Seller can assure the material originates from limited and legal sources of conversion (e.g. conversion that results in conservation benefits, small or low-intensity managed forest (SLIMF) sources with maximum size, publicly approved changes in zoning in urban areas, utility right-of-ways, etc., and does not come from sources where conversion threatens high conservation values), and (5) all Goods supplied to PCA are sourced in compliance with requirements of the SFI standards for

SFI and PEFC guidance, as applicable, shall be followed for any allocation methods used by Seller to generate information certified to PCA, for any percentage based claims by Seller, and for like determinations. Seller shall cooperate with any reasonable request by PCA for assistance to verify Seller's assertions. having a program for the purchase of wood from wood producers that have completed training programs and are recognized as qualified logging professionals. Seller agrees to comply with all mandatory or voluntary BMP guidelines for water quality specified by state and local government, and federal wetlands BMPs.

Seller shall be deemed to have recertified as to each of such five statements at the time of each delivery of Goods to PCA, except to the extent the documentation for such delivery sets forth a specific exception or qualification. Upon completion of a series of deliveries of Goods over a period of time, if PCA shall so request, Seller shall provide PCA with a written certification, effective as of the date of completion of that series of deliveries, re-certifying as to each of such five statements for that series of deliveries.

Seller agrees to maintain adequate records systems to enable Seller to provide PCA with accurate and complete information and substantiate Seller's representations and certifications set forth in this paragraph. In the event, at any time. Seller determines that any certified information provided to PCA was not true and correct and complete, or was misleading, at the time that information was provided to PCA, Seller shall promptly notify PCA of that determination and provide corrected information under Seller's written certification. Seller shall notify PCA of any changes to the supply area, species harvested or supply chain prior to supplying material impacted by these changes.

SFI, PEFC and FSC guidance, as applicable, shall be followed for any

allocation methods used by Seller to generate information certified to PCA, for any percentage based claims by Seller, and for like determinations. Seller shall cooperate with any reasonable request by PCA for assistance to verify Seller's assertions.

## Compliance with EUDR Regulation on Deforestation-Free Products

This policy, effective December 1, 2024, applies to the sale of timber products in roundwood form and in-woods chips to be used as feedstock for the manufacture of paper at PCA's paper manufacturing mills. Sawmill residuals are not covered by the scope of this policy, and will be addressed via additional policy updates in 2025. Wood fiber sold as biofuel, or for any other use than feedstock, is not subject to the requirements of this policy.

Seller acknowledges that PCA intends to sell or distribute paper manufactured at PCA's paper manufacturing mills to customers who must comply with European Union Regulation on Deforestation-free Products (EU) 2023/1115 (the "Regulation"), which requires products are deforestation-free and legally produced. It also subjects products to strict due diligence requirements, including geolocation data and proof of compliance with local environmental laws. To comply with the Regulation, PCA must collect the geographic coordinates of the "plots of land" where wood fiber was produced for use in our paper making and provide reports on geolocation of all fiber within European Union bound products. "Plot of land" is defined by the Regulation as one or more harvest areas contained within a single real estate (or ownership) boundary.

The Regulation requires that traceability to the plot of land is necessary to

demonstrate that there has been no deforestation at the location of production. Geolocation is provided by polygon describing the harvest area boundaries of a particular fiber producing activity; however, for harvests less than 9.88 acres, the description can be one latitude and longitude point.

In addition to all information required prior to this policy's enactment, PCA must collect polygon boundaries and GPS coordinates, information on the harvest stand's establishment method, on the harvest type, and on the regeneration or conversion plans for that specific plot of land. PCA Foresters will provide additional documents and details to support this data collection. Some wood harvested from land being converted from forest use to agricultural use may be excluded from PCA's purchasing program under this policy.

No personal information of the landowner or of the plot of land (except for geographic coordinates for that plot of land) is shared with PCA's customers. The Regulation requires the geolocation data be kept confidential and used only for Regulation compliance purposes. PCA will purge data in its records periodically in compliance with PCA's adopted records retention schedule.

By agreeing to this Addendum, Seller consents to PCA collecting geographic coordinates and other relevant data to comply with the Regulation. Seller agrees to cooperate with any reasonable request by PCA for assistance to comply with the Regulation and to document PCA's compliance.

Revised December 2024