

AUTHORISED REPRESENTATIVE SERVICE AGREEMENT

between

Interzero Italy Srl, VAT number IT08029090969, registered under the number 38.21.09 and located in Via Messina n. 38, 20154 Milan, hereinafter referred to as "Authorised Representative";

And

_____, VAT number _____,
registered under the number _____, and located in
_____, hereinafter referred to as "Principal";

(Interzero Italy Srl and _____ individually also the "Party" and jointly the "Parties")

Given That

- a. Interzero is a leading partner in the circular economy for companies across all sectors and a pioneer in plastic recycling innovation, boasting the largest sorting capacity in Europe. Its branch, Interzero Italy Srl, from recycling solutions to environmental consultancy through regulatory compliance, provides Authorised Representative services in matters relating to, inter alia, registration, declaration and reporting to Principals willing to comply their legal obligations;
- b. the provisions of article 30 of Legislative Decree 49/2014 (WEEE set of rules), in its current formulation, establish the figure and framework of the Authorized Representative;
- c. the combined reading of Part A, Annex III, of Legislative Decree 188/2008 and the article 40 of Regulation (EU) 2023/1542 (Battery set of rules) establish that the manufacturer may, by a written mandate, designate an Authorised Representative;
- d. the Principal is established outside Italy and wishes to appoint the Authorised Representative within the meaning of provisions of the Applicable Law above mentioned to fulfil its obligations in Italy.
- e. The Principal declares to place on the Italian market (select one or more applicable options):
 - ☐ Electric and Electronic Equipment (EEE)
 - ☐ Batteries and Accumulators (B&A)
- f. the Principal is the individual or legal person who, whatever the sales technique used, including distance communication (select one or more applicable options):
 - ☐ is established in another Member State of the European Union and sells EEE/Battery on the Italian market using remote communication techniques to households or to users other than households;
 - ☐ is established outside the European Union and sells EEE/Battery on the Italian market using remote communication techniques to households or to users other than households.

PREMISES AND ANNEXES

The premises and annexes form an integral and substantial part of this agreement.

1. DEFINITIONS

- 1.1.** "Applicable Law" means any law, statute, statutory provision or subsidiary legislation (including but not limited to the Regulations) and to the extent they are legally binding, any other enactment, order, regulation, regulatory policy, guidance, industry code, applicable judgment of a relevant court of law or a decision of a tribunal or regulatory body, in whichever Country the Services are being provided;
- 1.2.** "Appropriate Authorities" means the public body responsible for the implementation and control of the Regulations in a Country;
- 1.3.** "Confidential Information" means any information having a confidential nature or related to ownership, disclosed orally, visually, by electronic communication or any other form, that a Party discloses to the other in relation to the execution of this Agreement, including the existence of this Agreement, but excluding information that is or becomes public without any breach of clause 8 of this Agreement.
- 1.4.** "Collective Scheme (s)" means non-profit consortia made up of EEE/Battery producers.
- 1.5.** "CDCRAEE" means The WEEE Coordination Center, a private consortium participated by 15 Collective Systems of producers of electrical and electronic equipment (EEE) from domestic households, which are legally obliged to join it, and by a Collective System of professional EEE producers. Performs roles and tasks defined in articles. 33 and 34 of the legislative decree 14 March 2014 n. 49 (CDCRAEE has the task of optimize the activities pertaining to the collection systems, guaranteeing homogeneous and uniform operating conditions in order to increase the collection and recycling percentages of WEEE), which implements the contents of the European directive on WEEE 2012/19/EU in our country and operates under the supervision of the Ministry of the Environment and Energy.
- 1.6.** "CDCNPA" means Batteries and Accumulators National Coordination Center , established with Legislative Decree n. 188/2008 and following amendments, implementing the European Directive 2006/66/EC. The CDCNPA has the task of optimize the activities pertaining to the collection systems, guaranteeing homogeneous and uniform operating conditions in order to increase the collection and recycling percentages of waste batteries and accumulators; defining the methods for determining and distributing the financing of collection, treatment and recycling operations to be submitted to the Supervisory and Control Committee for approval.

2. SCOPE OF THE AGREEMENT

- 2.1.** The *Principal* entrusts the *Authorised Representative* to fulfil the obligations binding on the *Principal* regarding Legislative Decree 49/2014 and/or Legislative Decree 188/2008, in its current wording, in the conditions and limits defined hereinafter.

- 2.2.** The *Authorised Representative* is then mandated by the *Principal* to fulfil the actions, detailed in the present Agreement, aiming to meet obligations under Legislative Decree 49/2014 and/or Legislative Decree 188/2008, in its current wording;
- 2.3.** The *Authorised Representative* can provide technical and consultancy services, defined as “extra services”;
- 2.4.** If, following changes to the regulations in force, new obligations are added to the principal, the Parties will evaluate between themselves whether it is necessary to modify this agreement.

3. OBLIGATIONS OF THE PRINCIPAL

- 3.1** The Principal provides the Authorised Representative, as a minimum, all the information and the documents required by Applicable Law (such as Legislative decree 49/2014 and/or Legislative decree 188/2008), that will be requested by the Authorised Representative, respecting the format and timelines territorially applicable.
- 3.2** The Principal guarantees the accuracy of the information provided and undertakes to immediately correct any data whose inaccuracy it becomes aware of.
- 3.3** The Authorized Representative assumes that documents, materials and other information provided by the Principal are correct and complete. All the activity performed by the Authorized Representative shall consider only the information provided by the Principal.
- 3.4** The Principal will give notice to the Authorised Representative within Fourteen [14] days of any modification of information/data (such as put on the market of new product categories, modification of company data, correction of input data, etc.) previously transferred to the Authorised Representative related with the scope of services of the present Agreement.
- 3.5** The Principal shall cooperate with the Authorised Representative to facilitate, to the extent possible, the execution of the present Agreement.
- 3.6** Once registered, the Principal must show, within thirty [30] days of its issue, the registration number in the national Register (WEEE and B&A Register) on all transport documents and commercial invoices.
- 3.7** The Principal acknowledges that, with regards to the subject matter of this agreement, it will have no other Authorized Representative for the chosen field in Italy.
- 3.8** The payment of the eco-contribution (by 30 days of the declaration) or any other charge (such as administrative fee, collective fund) due must be made directly by the Principal towards the chosen Collective system.

4. OBLIGATIONS OF THE AUTHORISED REPRESENTATIVE

- 4.1** The Principal hereby expressly entrusts the Authorized Representative with the responsibility to carry out, in the name and on behalf of the Principal, the following activities:
- 4.1.1** Register the Principal, within the National Registry Entity, for the selected scope as per letter d) above, providing all the necessary and relevant information as required by

the applicable Law (such as Legislative decree 49/2014 and/or Legislative decree 188/2008).

- 4.1.2** Join a Collective Scheme on the basis of the selected scope as per letter d) above or, in case the Principal has already joined a Collective Scheme, perform all related duties.
- 4.1.3** Register on behalf of the Principal in the National Register and Provide the Principal with the registration number.
- 4.1.4** Provide the annual reporting obligations supplying the necessary information and data to the National Register Entity and Collective Scheme and answering to their requests.

- 4.2** Payment to the National Register Entity and to the Collective Scheme(s) the taxes and contributions fees, as applicable (please note: once the principal has already covered the costs to be incurred).
- 4.3** Provide the Principal with all the relevant information concerning the execution of the present Agreement, including notably any modification of the Applicable Law.
- 4.4** The Authorised Representative will perform the service in accordance with the scope defined in this Agreement.
- 4.5** Any modification on the scope of the work is subject to prior written notice and agreement between the Parties. All modifications shall be executed under the conditions of this Agreement as amended by the agreed modifications.
- 4.6** The service shall be carried out with due care and diligence and taking all reasonable precautions to avoid damage to the *Principal*.
- 4.7** Authorised Representative maintains professional indemnity insurance coverage, and shall, upon request of the Principal, provide evidence that such insurance coverage is provided.
- 4.8** The Authorised Representative shall continue to maintain such professional indemnity insurance from the date of the commencement of this Agreement until the expiry of the applicable limitation period.

5. FEES

- 5.1.** The service fees shall be paid by the Principal in relation to the Services delivered by the Authorized Representative under this Agreement as set out in Annex I.
- 5.2.** Annex I also defines the terms and conditions of payment and forms an integral part of this Agreement.
- 5.3.** The fees defined in Annex I do not include statutory valued-added tax (VAT). If applicable, the fees will be subjected to Statutory VAT. The VAT will be shown separately on each invoice.
- 5.4.** The fees do not include the following expenses: administrative costs due to public administration (such as secretariat rights, government taxes, post, official stamps, etc.) and any other expenses, including fines inflicted to the Principal.

5.5. Any additional documented cost incurred by the Authorized Representative to the benefit of the Principal will be reimbursed by the Principal.

6. TERMINATION OF THE AGREEMENT

6.1 The Authorised Representative shall be entitled to terminate the present agreement, with immediate effect, though written notice to the Principal, if:

6.1.1 The Principal unilaterally suspends or delays the payments due under the present Agreement for more than two [2] months;

6.1.2 The Principal fails to comply with his obligations under clause 3 of the present Agreement, notably to timely provide the Authorised Representative with accurate, complete and truthful information and to comply with the Principal obligations under the applicable law (Legislative Decree 49/2014 and/or Legislative Decree 188/2008);

6.1.3 The Principal appoints another Authorized Representative in accordance with the provisions of article 30 of Legislative Decree 49/2014 (WEEE Regulations)/article 40 of Regulation (EU) 2023/1542 (Battery Regulations), in its current formulation, prior to the termination of this agreement.

6.2. The Principal remains liable for all work completed by the effective termination date and for any obligations incurred, without limitation, whether billed or unbilled. For the sake of clarity, upon termination, unless it is by breach of the Authorized Representative, the fees for a complete calendar year shall always be due by the Principal to the Authorized Representative, independently of the termination date during that calendar year.

6.3. Upon termination of the Agreement, irrelevant of cause, the Principal shall not be entitled for refund of any payments related to services already provided.

7. DURATION AND WITHDRAWAL

7.1. This Agreement will be effective from the date of signature until December 31st of the same year. The Contract will be considered tacitly renewed from year to year, unless revoked by one of the Parties by registered mail (PEC/REM), with notice of at least two[2] months from the expiry or extension date.

7.2. In case of violation by one of the Parties of their obligations, the interested Party may terminate the Contract. Such termination will occur thirty [30] days after written notice of the nature of the breach, without prejudice to any compensation that may be required from the breaching Party.

7.3. Upon termination of the Contract, however it occurs, the Authorized Representative proceeds to regularize the new position with the competent bodies (e.g. collective scheme(s) and National Registry).

7.4. Upon termination of the Contract, whatever its nature, the Mandate will be considered revoked.

8. CONFIDENTIALITY

8.1. In implementation of this Agreement, Confidential Information is disclosed exclusively in relation to the Purpose. No other right, title or authorization, explicit or implicit, to use such information is granted to the Receiving Party. All right, title and interest in and to the Confidential Information remains the property of the Party that disclosed it.

8.2. The Authorized Representative is expressly authorized by the Principal to disclose all the requested information necessary to the collective scheme(s), to the National Registry and to the auditors appointed by them to comply with the obligations established (pursuant to Legislative Decree 49/2014 and/or Legislative Decree 188/2008) and ensure Principal compliance.

8.3. The obligation of confidentiality does not apply if disclosure of the Confidential Information is required by applicable law or by a final and binding legal or administrative decision of a competent jurisdiction.

8.4. The Parties agree that to the extent that they each process any Personal Data on behalf of the other Party as part of performing its obligations under this Agreement:

8.4.1. It shall act only on instructions from the other party or as otherwise required by law.

8.4.2. it has in place appropriate technical and organizational security measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data.

8.4.3. it shall comply with and ensure that any subcontractors comply with all applicable obligations set forth in the Article 28 of GDPR (Data Processors).

8.4.4. The Authorized Representative will predominantly rely, as the legal basis for the processing of personal data it receives from the Client, on what is detailed in its Privacy Policy reachable here:

<https://interzero.it/privacy-policy/#:~:text=Il%20Titolare%20pu%C3%B2%20essere%20contattato,Messina%2C%2038%20%E2%80%93%20154%20Milano.&text=Il%20Sito%20pu%C3%B2%20essere%20visitato%20senza%20formire%20i%20propri%20dati%20personali>.

9. MISCELLANEOUS

9.1. Construction, performance, and termination of this Agreement shall be governed by the Italian laws.

9.2. In case of an audit (such as those conduct by CDCRAEE and/or CDCNPA), the Authorised Representative should inform the Principal and shall specify the documents, data collection and any other evidence needed.

9.3. The Principal commits to provide the Authorised Representative access to its data systems and documents to enable the auditor to assess the fulfilment, by the Principal, of its obligations arising from this Agreement.

9.4. The Authorised Representative holds no responsibility in case that the data (number of products, category, weight, etc.) provided by the Principal for the calculation of the contribution is found

incorrect by the auditor. Any additional contribution imposed by the audit for such inaccuracies shall be invoiced and paid according to this Agreement.

10. INDEMNIFIES

10.1. The Principal irrevocably and unconditionally commits to indemnify and keep indemnified the Authorised Representative against any claims, proceedings and actions and compensate the Authorised Representative for all costs and indemnities born by the latter resulting from civil, criminal or administrative actions brought against the Authorised Representative arising from a breach by the Principal of its obligations under this Agreement.

11. NEGOTIATION CLAUSE

11.1. The Parties mutually acknowledge that this Contract has been negotiated between them in all its clauses with consequent non-application of the articles 1341 and 1342 Italian Civil Code.

12. COMPETENT COURT

12.1. All disputes that may arise between the Parties regarding the validity, effectiveness, interpretation, execution and termination of this Contract and in any case any and all disputes, none excluded, which are related or connected to it, will be referred to the exclusive jurisdiction of the court of Milan.

Milano,

Interzero Italy Srl

(stamp and signature)

(stamp and signature)

ANNEX I SERVICES INCLUDED

<p><i>Authorised Representative</i></p>	<ul style="list-style-type: none"> • Mandate as an <i>Authorised Representative</i> within the selected scope. • Presentation of a collective partner system to join • Registration in the National EEE and/or Batteries Registers
<p>Data Management and Obligations</p>	<ul style="list-style-type: none"> • Annual declaration to the National Register(s) per scope (EEE and/or Batteries), supplying the necessary information and data and answering any requests by the Register Entity by January 15th. • Periodic declaration to the collective scheme(s), according to their contractual obligations. • Provide the product producer with all relevant information concerning the execution of the mandated of <i>Authorised Representative</i> including, notably, any modification of the applicable law, terms and conditions of the producer's obligations. • Perform all other legal and administrative tasks deem necessary to comply with the obligations under the mandate as <i>Authorised Representative</i>.
<p>Financial Administration</p>	<ul style="list-style-type: none"> • Payments to the Register Entity on Principal behalf, as secretarial fees for the first registration or for subsequent change procedures (please note: once the principal has already covered the costs to be incurred)
<p>FEES</p>	<p>[750,00 €/y AEE and/or batteries streams]</p> <p>Please note: Fees can be paid by credit card, or PAYPAL as preferable payment methods (by money transfer in exception method to be agreed the Authorized Representative).</p>
<p>Terms and conditions of payment</p>	<p>Pro-Forma Invoice: at the time of signing the contract, a pro-forma invoice is issued to the Principal. This document outlines the details of the goods or services provided, including the total amount due. The pro-forma invoice serves as a preliminary bill and is a formal request for payment.</p> <p>Terms of Payment: The Principal is given a payment term of 15 days to settle the amount specified in the pro-forma invoice.</p> <p>Receipt of Payment: Once the payment is received within the specified period, the transaction is recorded, and the payment is confirmed.</p>

Issuance of Formal Invoice: After the payment is confirmed, a formal invoice is issued to the Principal. This document serves as the official record of the transaction and includes all necessary details such as the payment received, the date of payment, and any applicable taxes

Invoices shall be issued in Euros (€) and the Principal shall pay in Euros (€)

Payment can also be made online via PayPal service.

ANNEX II

Mandate

(article 30 of Legislative Decree 49/2014 and article 40 of Regulation (EU) 2023/1542)

_____, VAT number _____ registered under the number _____ and located in _____, appoints Interzero Italy Srl_ VAT number **08029090969** registered under the number **08029090969** and located in Via Messina n. 38, 20154 Milan, as its authorized representative in Italy, under the terms of article 30 of Legislative Decree 49/2014 (WEEE Regulations)/article 40 of Regulation (EU) 2023/1542 (Battery Regulations), in their current wording, which establishes the legal framework to which the management of the specific waste streams (WEEE and Batteries) covered by the Producer's Extended Responsibility is subject. This mandate covers the following product categories:

Electric and Electronic Equipment

Household EEE

- ☐ Temperature exchange equipment
- ☐ Large equipment
- ☐ Screens, monitors, and equipment containing screens
- ☐ IT and consumer electronics, lighting equipment
- ☐ Photovoltaic modules
- ☐ Lamps

Professional EEE

- ☐ Temperature exchange equipment
- ☐ Large equipment
- ☐ Screens, monitors, and equipment containing screens
- ☐ IT and professional electronics equipment
- ☐ Photovoltaic modules

Batteries and Accumulator

- ☐ Portable Batteries and Accumulators
- ☐ Industrial Batteries and Accumulators
- ☐ Vehicle Accumulators

Interzero Italy Srl undertakes to represent _____ on Italian territory within the limits and for the purpose agreed and signed with the contract to which this mandate is based.

This mandate takes effect upon its signature and ends with the withdrawal or termination of the contract to which it refers.

Signature Represented Authorised

*Signature producer EEE/Batteries
(Legal Signatory)*
