

AGREEMENT No

on mediation in organisation of the collection, processing, recycling and disposing of waste batteries and waste accumulators

concluded in _____ on _____ by and between:

_____ with its registered office
in: _____,
entered to the National Court Register, tax identification number _____,
National Economy Statistical Number _____,
represented by _____

hereinafter referred to as the "Entrepreneur",

and

INTERZERO Organizacja Odzysku Sprzętu Elektrycznego i Elektronicznego S.A. with
registered office in Cracov (post code: 31-545), ul. Mogilska 65, entered in the register of
entrepreneurs of the National Court Register by the District Court for the Capital City of
Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the KRS
number 0000925732 Tax Identification Number (NIP): 9512530326, REGON (National
Business Registry No.): 520530764, BDO (WASTE DATABASE) NO.: 000552505, share
capital: PLN 5,000,000, represented by:

–Paweł Lesiak – President of the Management Board,

hereinafter referred to as the "Organisation".

Hereinafter individually referred to as the Party and collectively the Parties, of the following
reading:

§ 1.

Representations of the Entrepreneur

1. The Entrepreneur represents that it markets batteries and accumulators, determined in the Act dated 24 April 2009 on batteries and accumulators (i.e. Journal of Laws of 2016, item 1803 as amended) hereinafter referred to as the "Act", the type and planned number of which have been determined in the Annex No 1 to this Agreement, hereinafter referred to as the "Agreement" with the marketing of which the Entrepreneur's statutory obligation is connected to ensure the collection levels, according to the amounts determined under the article 33 item 2 of the Act.

2. The Entrepreneur represents that it does not market batteries or accumulators included by the prohibition determined in the article 10 of the Act.

§ 2.

Representation of the Organisation

1. The Organisation represents that it had been established according to the provisions of law and that additionally under the Act it conducts activity connected with organising the collection, processing, recycling and disposing of waste batteries or accumulators and also activities in the form of ecological education and is authorised to mediate in the scope of carrying out the above duties encumbering the Entrepreneur. Additionally, the Organisation represents that it owns the implemented environment management system compliant with the requirements of the Eco-Management and Audit Scheme (EMAS) or with ISO 14001 standard, adequately to the obligation determined in the article 28 of the Act.

§ 3.

Obligations of the Organisation

1. Under the article 28 item 1 of the Act, the Entrepreneur authorises and obligates the Organisation to mediate in carrying out the obligations vested to the Entrepreneur pursuant to the article 27, 32 item 1, 33 item 1, 34 item 2, 35 item 1 and 4, 37 and 41 item 3 of the Act in the scope determined in the Agreement and the Organisation hereby undertakes to carry out these duties on behalf for the benefit of the Entrepreneur subject to reservations set out in this Agreement. The Power of Attorney for the Organisation to act on behalf of the Entrepreneur constitutes Annex No 2 to this Agreement. In case the Power of Attorney is required for an employee of the Organisation, the Entrepreneur shall grant it and the Organisation shall be liable for its action or omission. Any Powers of Attorney granted under the Agreement shall expire on the day of termination or expiry of the Agreement. Additionally, the Entrepreneur may terminate the Power of Attorney at any time.
2. Under the Agreement, the Organisation shall:
 - a. organise the collection, processing and recycling of waste batteries and waste accumulators and adequate management of waste batteries and waste accumulators – according to the article 27 item 1 of the Act,
 - b. conclude on behalf of the Entrepreneur the agreements with entities collecting waste batteries or waste accumulators referring to collection of waste portable batteries or waste portable accumulators – according to the article 32 item 1 of the Act
 - c. execute other actions to have the Entrepreneur achieve the levels of portable batteries or accumulators collections in the amounts determined by the provisions of law,

- d. timely prepare and submit to the Province Marshall on behalf of the Entrepreneur, the annual report on the type, amount and weight of the marketed batteries and accumulators – according to the article 34 item 2 of the Act,
 - e. timely prepare and submit to the Province Marshall, on behalf of the Entrepreneur, the annual report on the achieved levels of collection with the statement of the collection points maintained by the given entity collecting waste batteries or waste accumulators with the list of the collection points from which the collecting entity collects waste portable batteries or waste portable accumulators – according to the article 35 of the Act,
 - f. conclude on behalf of the Entrepreneur the agreements in writing with entities running waste batteries and waste accumulators processing plants – according to the article 36 item 1 of the Act,
 - g. timely prepare and submit to the Province Marshall, on behalf of the Entrepreneur, the list of waste batteries or waste accumulators processing plants with the entities, which are running them the Entrepreneur concluded the agreement – according to the article 36 item 4 of the Act,
 - h. timely prepare and submit to the Province Marshal on behalf of the Entrepreneur, the annual report on the amount of the product fee due - article 41 item 3 of the Act,
 - i. run educational activities (public educational campaigns), financed by the Entrepreneur – according to the article 37 items 1 – 4 of the Act
 - j. timely prepare and submit to the Province Marshall, on behalf of the Entrepreneur marketing portable batteries and portable accumulators within the time limit until 15 March of the following year falling after the year to which the report refers, the annual report on the amount of funds assigned for public educational campaigns – according to the article 37 item 6 of the Act
3. The Organisation shall observe confidentiality of any data transferred to it by the Entrepreneur both during the course of this Agreement as well as after its termination. The obligation to observe confidentiality shall not refer to the information obligations resulting from the Act and the events in which the provisions of law indicate the disclosure of the secret.
 4. The Organisation shall notify the Entrepreneur in writing on any potential changes to the amount of the rates constituting the basis for the calculation of the Organisation's remuneration at least one month before the commencement of the subsequent settlement period in which these rates are binding. The date of notification shall be the date of serving on the Entrepreneur the notification on the amount of new rates.
 5. Change of the amount of rates constituting the basis for the calculation of the Organisation's remuneration shall be made in the form of Annex to this Agreement. The Entrepreneur shall submit the representation on the acceptance of new rates within 15 days from the day of serving the notification and within 5 days from receiving the Entrepreneur's representation the Organisation shall present draft Annex to the Agreement.

6. In case the Entrepreneur does not submit to the Organisation the representation on the time limit mentioned in the preceding item it shall be deemed that the Entrepreneur granted its consent to new rates.
7. In the cases justified with the amendments to the provisions of law influencing the amount of rates, the Organisation shall amend the rates during the course of the settlement year subject to the fact that the amendment requires the Organisation to prove the legitimacy of the amendment and to have it documented. The Entrepreneur shall be entitled to refuse the acceptance of new rates that shall result in this Agreement being terminated effective by the end of the current settlement period.
8. The Organisation shall be full liable for carrying out the obligations determined in the Agreement pursuant to the binding provisions of law and in particular the provisions of the civil code. In case the Organisation infringes any obligation determined in this Agreement resulting in the Entrepreneur bearing any costs including the necessity to pay any compensations or penalties or cost of legal representation, the Organisation shall cover such costs.

§ 4.

Remuneration

1. The Entrepreneur shall pay for the benefit of the Organisation the annual remuneration the net amount of which is calculated according to the principles determined in the Annex No 1 to this Agreement.
2. The value added tax (tax on goods and services in Polish) shall be added to the amount of the remuneration at the rate determined by the provisions of law.
3. The invoice shall be based on the data determined in the Annex No 1 to the Agreement and change to this data shall be admissible by the update notification which should be delivered until 30 November of the settlement year and reflect the number estimated by the Entrepreneur of batteries and accumulators marketed by the Entrepreneur from 1 January until 31 December of the given year. Absence of submitting to the Organisation the update notification within the time limit determined in this item shall be deemed the absence of the amendment to the data resulting from the Annex No 1 to the Agreement.
4. The Organisation shall issue the invoice to the Entrepreneur for each settlement period of the binding force of the agreement until 30 November of the settlement year and such an invoice shall be based on the received update notification (mentioned in the par. 4 item 3). In case of the absence of the update notification, the invoice shall be issued under the Annex No 1 to the Agreement.
5. Remuneration shall be paid by transfer to the bank account of the Organisation indicated on the invoice within 14 days from the date of receiving the invoice. The payment date shall be the day of debiting the Entrepreneur's account.
6. Increase of the number of batteries and accumulators marketed by the Entrepreneur over the amounts declared in the Annex No 1 to the Agreement and including them into this Agreement shall require the amendment to this Agreement by amending the Annex

No 1 and the changes of the number of marketed batteries and accumulators by 10% in relation to the present Annex No 1 shall not constitute the amendment to the Agreement.

7. Upon the consent of the Organisation, the Entrepreneur may at the latest within 7 days after the end of the settlement year deliver the update data including additional number of batteries or accumulators marketed by the Entrepreneur in this settlement year. Based on this data, the Organisation shall issue relevant correction invoice.
8. The Entrepreneur declares that by this Agreement it entrusted the Organisation with the execution of duties set out in this Agreement entirely and exclusively as restricted for the benefit of the Organisation, i.e. that during the period of the binding force of the Agreement indicated therein it shall not entrust to any other recover organisation any obligations set out in this Agreement nor shall personally execute them or by the mediation of other third parties. The Organisation may grant its consent to exclude the agreed types of batteries or accumulators from the above clause.
9. The settlement year shall be the calendar year and the first calendar year shall be the period from concluding the Agreement until 31 December of the given calendar year.

§ 5.

Obligations of the Entrepreneur

1. The Entrepreneur shall without delay provide the Organisation with any information required by the Organisation to execute the obligations under the Act and the Agreement which the Organisation is not able to obtain from other sources.
2. In the case data included in the Agreement is amended, the Entrepreneur shall notify the Organisation within 7 days from the amendment made.

§ 6.

Term and termination of the Agreement

1. This Agreement has been concluded for an unspecified duration and has come into force on the 1 January 2018 but the obligations of the Organisation referred to in the par. 3 shall be formed upon the moment this Agreement has been signed.
2. Each of the Parties may terminate this Agreement until the last day of the month: of September each year submitting written declaration to the other Party. In case of the notice to terminate, the Agreement shall be terminated as at 31 December of the given year and the Organisation shall execute the reporting obligation until 15 March of the subsequent year after the year in which the notice to terminate has been executed.
3. The Organisation may terminate this Agreement without observance of the dates and periods of termination determined in this paragraph if the Entrepreneur grossly infringes the provisions of the Agreement and in particular does not provide data required by the Organisation necessary to execute the obligations under the Agreement regardless of being requested at least twice or falls into arrears with the payment of the

remuneration to the Organisation regardless it has received the request to settle the arrears. In such a case, the Agreement shall be terminated upon the moment the Entrepreneur has received the declaration on the termination under such grounds.

4. The Entrepreneur may terminate the Agreement without observance of dates and periods of termination determined in this paragraph if the Organisation grossly infringes the provisions of the Agreement. In such a case the Agreement shall terminate upon the moment the Organisation has received the notice on the termination under such grounds. Such notice on termination shall not occur before the ineffective expiry of the time limit determined by the Entrepreneur to remove the infringements. This time limit shall not be shorter than 14 days from the date the Organisation has received written request to remove the infringements.

§ 7.

Final provisions

1. In case the relevant provisions provide for other values than ones determined in the Agreement and its Annexes, that in particular refer to the obligatory collection levels for the specific year, etc. the Parties mutually represent that values determined in these provisions shall replace the values determined in the Agreement and the Annexes thereof. In particular, such amendments shall not require the amendments to the Agreement nor to the Annexes thereto. The Organisation shall notify the Entrepreneur in writing on amendments to such provisions and the intention to amend these other values within the scope of the Agreement, specifying them at the same time.
2. Amendments to the Agreement, subject to the case determined in item 1 of this paragraph, shall be made in writing, otherwise are be null and void.
3. This Agreement shall be governed by the provisions of the Polish law.
4. This Agreement has been executed in two identical counterparts, one copy for each of the Parties.

For the Entrepreneur:

For the Organisation:

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Appendices:

1. A. The list of types and number of batteries and accumulators.
B. The principles of calculating the remuneration.
2. Power of Attorney.