

AGREEMENT NO.

for the appointment of an authorized representative responsible for fulfilling on the territory of the country the obligations of the Producer defined by the Act for the Producer of electrical and electronic equipment for marketing

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 "Producer",

a

INTERZERO ORGANIZATION OF RECOVERY OF PACKAGES AND ORGANIZATION OF RECOVERY OF ELECTRICAL AND ELECTRONIC EQUIPMENT S.A. with its registered office in Cracow, Mogilska 65 Street, 31-545 Cracow, registered in the Register of Entrepreneurs of the National Court Register by the District Court for Cracow-Śródmieście in Cracow, XI Economic Department of the National Court Register under the KRS number: 0000925732, tax identification number (NIP): 9512530326, REGON: 52053076400000, BDO number: **000552505**, share capital of PLN 5,000,000.00 fully paid up, represented by:

- Tomasz Posiewka - sales director

hereinafter referred to as the "Organization",

hereinafter referred to separately as: Party, and jointly the Parties, with the following content:

§ 1

STATEMENTS OF THE PARTIES

1. The Parties to the Agreement unanimously declare that the Agreement has been concluded on the basis of the Act of September 11, 2015 on Waste Electrical and Electronic Equipment (i.e. Journal of Laws of 2024, item 573, as amended), hereinafter referred to as the "Act".
2. The Organization represents that it meets all the legal requirements set forth in the provisions of the Act for an Authorized Representative and is authorized to perform the Producer's obligations as an Authorized Representative of the Producer pursuant to Article 26, paragraph 4 of the Act, and has the necessary knowledge, experience, as well as economic and organizational potential to ensure proper implementation of the provisions of this Agreement.
3. The Organization declares that it is registered as an electrical and electronic equipment recovery organization in the register referred to in Article 49 (1) of the Waste Act of December 14, 2012 (Journal of Laws of 2023, item 1587, as amended), hereinafter referred to as the "Waste Act", under the number 000552505 (hereinafter referred to as the "Register").

4. The Organization declares that it will register in the Registry as an Authorized Representative of the Producer.
5. The Producer declares that:
 - a) is established in the territory of an EU member state other than the Republic of Poland and manufactures equipment under its own name or trademark or markets under its own name or trademark in the territory of that EU member state equipment designed or manufactured for it,
 - b) is established in the territory of an EU member state other than the Republic of Poland and resells under its own name or trademark equipment manufactured by others in the territory of that member state,
 - c) is established in the territory of an EU member state other than the Republic of Poland, and in the course of his commercial activity, whether for a consideration or free of charge, supplies equipment for the purpose of its distribution, consumption or use for the first time on the market of that member state from a non-member state or from another member state,
 - d) is established in the territory of an EU member state or a non-member state other than the Republic of Poland and sells the equipment in the territory of the country by means of distance communication directly to households or users other than households.
6. The Producer declares that as of the date of signing of the Agreement it is not bound by any agreement of the nature of the Agreement or of a similar nature to the Agreement with another electrical and electronic equipment recovery organization, and undertakes that during the term of the Agreement it will not enter into any agreement of the nature of the Agreement or of a similar nature to the Agreement with another electrical and electronic equipment recovery organization.
7. The parties to the Agreement unanimously declare that they are authorized to conclude the Agreement and that there are no obstacles to signing it.
8. Acting on the basis of Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of March 8, 2013 (Journal of Laws of 2023, item 1790, as amended), INTERZERO declares that it has the status of a large entrepreneur.
9. Acting on the basis of Article 4c of the Act of March 8, 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws of 2023, item.1790, as amended), the Producer declares that it does not have the status of a large entrepreneur.

§ 2

SUBJECT MATTER OF THE AGREEMENT

1. The Producer hereby designates the Organization as its Authorized Representative responsible for performing in the territory of the country the obligations set forth in the Act for the equipment marketer with respect to the marketed equipment from the Producer, in exchange for the remuneration to which the Organization is entitled in accordance with the Agreement.
2. The subject of the Agreement is the Organization's performance of the obligations of the Producer set forth in the Act with respect to equipment belonging to the equipment groups indicated in Appendix 1 to the Agreement, which the Producer or the equipment marketer originating from the Producer has placed on the market in a given calendar year. The Organization is not obligated to perform obligations that are not specified in the Agreement, including but not limited to the obligations referred to in Articles 12-14, Article 17, Article 22(1) and (3), Article 72(2) and Article 84 of the Act.
3. The weight of electrical and electronic equipment placed on the market by the Producer or by introducers of equipment originating from the Producer, respectively, and equipment groups are specified in Appendix 2 to the Agreement.
4. The Organization shall include in the settlement in favor of the Producer the weight of the introduced equipment originating from the Producer, of which the Organization has been informed by the introducers, in accordance with Article 25, paragraph 1, item 2 of the Law, and the Producer shall be obliged to pay remuneration to the Organization in this respect.

5. The Organization shall inform the Producer of the introduced equipment referred to in paragraph 4 within 30 days after the end of the quarter in which the Organization was informed by the introducers of such equipment originating from the Producer.

§ 3

OBLIGATIONS OF THE ORGANIZATION

6. The Organization shall perform duties for the Producer by:
 - a) organizing and financing collection from collectors of waste equipment and processing of waste equipment originating from households and users other than households,
 - b) achieving minimum annual levels of waste equipment collection, in accordance with Article 20 of the Act and relevant implementing regulations,
 - c) achieving the required levels of recovery and preparation for reuse and recycling of waste equipment in individual years,
 - d) entering into agreements with operators of processing plants, registered in the Register, with processing capacities enabling processing of collected waste equipment,
 - e) calculating the due product fee in case of failure to achieve the required levels of collection, recovery and recycling of waste equipment,
 - f) carrying out the reporting required by the Act to the provincial marshal or other authorities designated by law, in particular those indicated in § 4 below,
 - g) settling the performance of obligations to achieve a minimum annual level of waste equipment collection, recovery level, and level of preparing for reuse and recycling of waste equipment - at the end of each calendar year,
 - h) performance of obligations specified in the Agreement.
7. The Organization shall not perform the obligations of the equipment introducer with respect to the equipment introducer originating from the Producer or introduced by the Producer, respectively, who has not provided the Organization with all necessary data for proper implementation of the provisions of the Agreement.
8. In the case of a Producer that has started marketing equipment for the first time in a given calendar year, the permissible differences of the individual weights of the equipment listed in Appendix 1 to the Agreement from the actual weights of the equipment determined by the Producer in accordance with Paragraph 5, Paragraph 3 and Paragraph 4 of the Agreement may not be more than 10%. If the permissible difference in equipment weights specified in this paragraph is exceeded, the Organization shall be entitled to withdraw from the Agreement with *ex tunc* effect. The time limit for exercising the contractual right of withdrawal referred to in the preceding sentence is set at up to 3 months counted from the date of the event giving rise to the exercise of the contractual right of withdrawal.
9. Withdrawal from the Agreement requires, in order to be effective, the written form or the electronic form (message sent to the e-mail address indicated in § 13.4.b) of the Agreement).
10. If the Organization has exercised its right to withdraw from the Agreement, the Organization shall not assume the obligations of the Producer and the introducers of equipment originating from the Producer set forth in the Act with respect to electrical and electronic equipment for the calendar year in which the withdrawal statement was submitted, and shall be obliged to return to the Producer the remuneration that the Producer paid for the settlement of that calendar year to the bank account number from which the payment was made.
11. The Organization shall not be liable for incomplete or false data provided by the Producer or the introducers of equipment from the Producer, respectively, necessary for the proper implementation of the provisions of the Agreement. With respect to groups of equipment or the weight of equipment placed on the market for which incomplete or untrue data has been provided, the obligation to achieve the required level of collection, level of recovery or level of preparation for reuse and recycling rests solely with the Producer or the Producer-originating equipment introducers, respectively, and is not in any way incumbent on the Organization.
12. The Organization shall take over for the Producer the obligation to conduct public education campaigns referred to in Article 15 of the Act, on the basis of a separate order signed by both

Parties, constituting Attachment No. 3 to the Agreement, The obligation will be carried out as part of public education campaigns in accordance with Article 62 of the Act. On the basis of an additional separate order, the Organization may also conduct public education campaigns jointly with the Producer.

§ 4

REPORTING OBLIGATIONS OF THE ORGANIZATION

1. As part of the performance of the Agreement, the Organization is obligated to prepare and submit a report for each year of the term of the Agreement to the appropriate Marshal, containing:
 - a) information on the weight of equipment placed on the market by the Producer or those placing equipment originating from the Producer on the market, as referred to in Article 73(2)(1) and (5)(a) first indent of the Waste Act, by equipment group - by March 15 for the period from January 1 to December 31 of the previous year,
 - b) information on the weight of waste equipment collected, the weight of waste equipment disassembled and the weight of waste produced from waste equipment recycled, recovered other than recycled and disposed of, as referred to in Article 73(2)(1) and (5)(a) second indent of the Waste Act - by March 15 for the period from January 1 to December 31 of the previous year,
 - c) information on the weight of waste produced from waste equipment exported from the territory of the country for recycling, other than recycling recovery processes and neutralization, as referred to in Article 73(2)(1) and (5)(a) third indent of the Waste Act - by March 15 for the period from January 1 to December 31 of the previous year,
 - d) information on achieved minimum level of waste equipment collection, level of recovery and level of preparing for reuse and recycling of waste equipment, as referred to in Article 73(2)(1) and (5)(a) fourth indent of the Waste Act - by March 15 for the period from January 1 to December 31 of the previous year,
 - e) information on the amount of the product fee due, calculated separately, for individual groups of equipment - in the event of failure to achieve the required minimum annual level of waste equipment collection, level of recovery or level of preparing for reuse and recycling of waste equipment, as referred to in Article 73(2)(1) and (5)(a) fifth indent of the Waste Act - by March 15 of the calendar year following the year to which the fee applies,
 - f) in accordance with Article 73(2)(1) and (5)(b) of the Waste Act, a list of treatment facilities with the operators of which an agreement referred to in Article 23(1) of the Act has been concluded - by March 15 for the period from January 1 to December 31 of the previous year,
 - g) in accordance with Article 73(2)(1) and (5)(c) of the Waste Act, information on public education campaigns conducted, together with an indication of the amount of funds allocated for this purpose or the amount of funds due, as referred to in Article 15(3)(2) of the Act - by March 15 for the period from January 1 to December 31 of the previous year.
2. The report referred to in paragraph 1(a) above shall be prepared by the Organization on the basis of information received from the Producer or introducers of equipment from the Producer in accordance with the provisions of § 5 of the Agreement.

§ 5

OBLIGATIONS OF THE PRODUCER

1. The Producer declares that, in accordance with Article 22 (1) of the Act, it keeps additional records including information on the weight of equipment placed on the market in the territory of Poland, and that the data in these records are consistent with reality and are provided to the Organization in this form.
2. The Producer undertakes to provide the Organization with all data necessary for the Organization to perform its duties with respect to equipment placed on the market, in particular information

regarding the type and weight of equipment placed on the market. The above data shall be provided by the Producer in documentary form (e-mail sent to the address specified in §13.4(a) of the Agreement).

3. The Producer undertakes to submit an annual report to the Organization within 30 days after the end of the calendar year by sending a form through the "My Interzero" IT program provided by the Organization. The Organization allows the submission of the report to the e-mail address: sprawozdania@interzero.pl only in the event that the Producer is unable to submit the annual report through the "My Interzero" portal for reasons attributable to the Organization. The report shall contain information on:
 - a) the weight of equipment introduced into the national territory by the Producer or by introducers of equipment originating from the Producer, respectively, in the year covered by the Agreement (in the case of a Producer who started marketing equipment for the first time in a given calendar year),
 - b) the mass of equipment introduced into the country by the Producer or by introducers of equipment originating from the Producer, respectively, in the three years preceding the year to which the Agreement applies, and in the year to which the Agreement applies, excluding introduced photovoltaic panels (in the case of a Producer who marketed equipment in the years preceding the year to which the Agreement applies),
 - c) the weight of photovoltaic panels introduced in the national territory by the Producer or by introducers of equipment originating from the Producer, respectively, in each year starting from 2019.
4. In the event of failure to timely provide the Organization with the information referred to in paragraphs 2 and 3 above, the Organization shall be relieved of its obligations under the Agreement for the period for which the information was not provided or was provided late. The Producer shall be obligated in such a situation to pay the Organization's remuneration in the amount of the minimum value of the Agreement indicated in Appendix No. 1 to the Agreement. Subsequent submission of information may result in the Organization's obligation to perform its obligations under the Agreement for that period, only with the express consent of the Organization. The provisions of § 7 paragraphs 2-10 shall apply accordingly.
5. The Producer is obliged to notify the Organization of new groups and types of equipment that the Producer plans to introduce to the market at least 30 days prior to their introduction, but no later than October 31 of each calendar year in which the Agreement is in force. Notification of the change must be made in documentary form by sending a message to the e-mail address specified in § 13.4(a) of the Agreement.
6. In the case described in paragraph 5 above, the Organization may refuse to account for new groups or types of equipment within 14 days counting from the date of their notification. In the event of refusal, the Parties agree that the aforementioned groups and types of equipment are not covered by the Agreement or listed in the annual report.
7. For the avoidance of doubt, the Parties agree that in the event of the Organization's failure to respond to the Producer's notification of new groups and types of equipment, within the timeframe indicated in paragraph 6 above, the Organization shall take over the settlement of such groups and types of equipment, with the Organization making such settlement in accordance with the provisions of the Agreement and at the prices in effect for the calendar year.
8. In the event of complete cessation of marketing of the equipment, the Producer shall notify the Organization no later than 30 days after the cessation of marketing of the equipment. In the absence of the notification referred to in the preceding sentence, the Producer undertakes to pay the Organization the remuneration specified in § 7 of the Agreement.

§ 6

REMUNERATION OF AUTHORIZED REPRESENTATIVE

1. The Producer undertakes to pay to the Organization the remuneration, the net amount of which is calculated in accordance with the principles set forth in Appendix No. 1 to the Agreement.

2. Payment of the remuneration referred to in paragraph 1 of this section shall be made on the basis of VAT invoices issued by the Organization on the date indicated in Attachment No. 1 to the Agreement. The remuneration shall be paid each time by the Producer to the Organization by transfer payable to the bank account indicated on the invoice, within 14 days calculated from the date of the invoice. The date of payment shall be the date of adoption of the Organization's bank account. In the event that the signed Agreement is received by the Organization after the date indicated in Attachment No. 1 described as the method of settlement, settlement of the Agreement shall be made within 30 days from the date of receipt of the duly signed Agreement with a set of attachments.
3. The Organization shall be entitled to issue an invoice for a given settlement period also during its duration (but not earlier than 30 days before its expiration).
4. The amounts of remuneration indicated in Attachment No. 1 to the Agreement are net amounts and each time will be added to these amounts Value Added Tax (VAT) at the rate resulting from the current legislation. The Producer declares that as of the date of signing the Agreement, he does not belong to the VAT Group. He also declares that he will inform the Organization immediately upon change, joining or withdrawal from the VAT Group. For members of the VAT Group in the invoice purchaser data, the Organization is obliged to use data specific to the VAT Group.
5. The Organization declares that each time the bank account indicated on the invoice will be the bank account disclosed in the List of entities registered as VAT taxpayers, unregistered and deleted and restored to the VAT register (the so-called "White List").
6. For delays in payment of remuneration, the Organization is entitled to charge the Producer interest statutory interest for delay in commercial transactions .
7. The Producer agrees to send invoices electronically issued by the Organization in accordance with applicable regulations, in PDF format, related to the performance of the Agreement. Corrective invoices and duplicate invoices will also be sent electronically in PDF format.
8. The Organization declares that invoices, correction invoices and duplicate invoices will be sent from the following e-mail address: efaktury.oos@interzero.pl
9. The Producer declares that the e-mail address appropriate for sending invoices is:
10. In case the Producer does not specify an e-mail address appropriate for sending invoices electronically, the Parties agree that the Producer's e-mail address appropriate for sending invoices by the Organization is the e-mail address specified in § 13 section 4 item b) of the Agreement.
11. The Parties agree that the Organization is entitled to change the recycling fee rates once per quarter of a calendar year (i.e. a maximum of four times per calendar year), to which the Producer hereby agrees. In the event of a change in the amount of the recycling fee rates, the Organization shall notify the Producer of such change in writing or electronically by sending an email to the address specified in § 13.4(b) at least 1 month before the beginning of the next calendar quarter.
12. Within 14 days counted from the date of receipt of the notification referred to in paragraph 11 above, the Producer may submit to the Organization a statement of refusal to accept the new rates in written or electronic form (a message with an attached letter in electronic form should be sent to the e-mail address indicated in § 13 paragraph 4 item a) of the Agreement), otherwise being null and void.
13. If the Producer submits the refusal referred to in paragraph 12 above, the Organization shall have the right to withdraw from the Agreement within 14 days counted from the date of receipt of the Producer's statement of refusal to accept the new rates:
 - a) in whole - in the case of the first year of the Agreement, effective as of the date of signing,
 - b) in part - for the second and subsequent years of the Agreement, withdrawal shall be effective at the end of December 31 of the year preceding the year in which the statement of refusal to accept new rates was submitted.
14. The provisions of § 2 Paragraph 4 and § 2 Paragraph 5 shall apply accordingly.
15. If the Producer does not submit to the Organization the statement referred to in paragraph 12 of this clause, or submits it after the expiration of the time limit or in violation of the form required for such

statement, the Parties unanimously presume that the Producer has agreed to the new rates, which shall be effective as of the first day of the next calendar quarter.

16. A change in rates made pursuant to the provisions of paragraphs 11-15 of this clause shall not require an amendment to the Agreement.
17. The Parties agree that the Organization may, by January 30 of the year following the billing year, submit to the Producer the actual costs of performance of this Agreement for the calendar year in writing. In the event that the actual costs of performance of the Agreement for the completed calendar year exceed by at least 5% the Organization's annual net remuneration for the completed year, then the Producer shall be obligated to pay additional remuneration in the amount of the actual excess. The provisions of § 6 Paragraph 2 - Paragraph 10 of the Agreement shall apply to the additional remuneration accordingly.

§ 7 PRODUCT FEE

1. If the Organization fails to meet the obligation to achieve the required levels of waste equipment collection and to achieve the required levels of recovery and preparation for reuse and recycling of waste equipment, as referred to in § 3 of the Agreement, it shall be obliged to pay a product fee, calculated in accordance with in accordance with Articles 72-74 of the Act.
2. If the Organization fails to meet the obligation to achieve the required levels of waste equipment collection and to achieve the required levels of recovery and preparation for reuse and recycling of waste equipment referred to in § 3 of the Agreement, due to the fault of the Producer consisting in unreliable preparation of annual reports referred to in § 5(3) of the Agreement, the Producer shall be obliged to pay a product fee, calculated in accordance with Article 72-74 of the Act.

§ 8 "MY INTERZERO" PLATFORM

1. The Organization represents that it is entitled to use the "My Interzero" Internet platform (hereinafter: "Platform"), and all intellectual property rights related to the "My Interzero" Internet platform are reserved.
2. The Organization shall provide the Producer with individual login credentials enabling the Producer to use the Platform during the term of the Agreement and for the purpose of fulfilling the Agreement.
3. Access to the Platform referred to in paragraph 1 of this section will be possible via a link - <https://miz.interzero.pl>
4. The Producer shall be obliged to read the login instructions, privacy policy and terms and conditions of the Platform - available for review on the website linked in paragraph above (hereinafter: "Terms and Conditions"). The Producer, by logging in to the Platform with the data referred to in paragraph 2 of this section, declares that he/she has read the Regulations and Privacy Policy referred to in § 9 of the Agreement and fully accepts their contents. The Organization agrees to provide the Producer with individualized login data (username and password referred to in the Terms and Conditions) via e-mail address: no-replay@interzero.pl. The Producer, in turn, is obliged to keep the login data to the Platform confidential and not to transfer it to other persons. All functionalities and services available through the Platform are described in the Regulations.
5. Guidance on how to use the Platform will be available to the Producer from the Platform.
6. The Producer agrees not to transfer the login information to the Platform to third parties, and not to use the Platform for any purpose other than the performance of the Agreement.
7. In case of any problems arising from the use of the Platform, the Producer is obliged to inform the Organization through the means of communication indicated in the Regulations.

§ 9

OBLIGATION OF SECRECY

1. The parties to the Agreement undertake to keep confidential the provisions of the Agreement, as well as any information acquired in connection with its execution, including:
 - a) personal data,
 - b) information constituting a business secret of a Party, which shall be understood as any information provided by a Party, regardless of the form in which it is provided, including technical, technological, economic, financial, commercial, organizational or other information of economic value, which, as a whole or in a particular juxtaposition and set of its elements, is not generally known to persons dealing with this type of information or is not readily available to such persons, the unauthorized disclosure of which may jeopardize the interest of a Party,
 - c) the login and password received by the Producer from the Organization and any information, data, etc. to which the Producer and the Organization have access through the Platform,
 - d) information reserved as "confidential" by the Party providing it.
2. The Parties undertake to use the information listed in paragraph 1 above, solely for the purpose of implementing the Agreement.
3. The obligation of confidentiality does not apply to:
 - a) information commonly known,
 - b) information independently developed by the Party receiving it without using Confidential Information,
 - c) information made available at the request of an authority that, in accordance with applicable law, is entitled to require disclosure of such information,
 - d) information lawfully obtained from a third party without violating the obligation of confidentiality to the Party to which the information relates.
4. The Party may disclose the information referred to in paragraph 1 above only to persons who will be involved in the performance of the Agreement. The Party undertakes to inform such persons of its obligations under the Agreement. The Party shall be liable for any breach of its obligations under the Agreement by such persons. With respect to its employees, former employees, representatives and associates, each Party undertakes to take all measures to protect the confidentiality of the Confidential Information and to prevent its unauthorized use and dissemination, on the same basis as with respect to its own Confidential Information of a similar nature.
5. The Party undertakes to introduce in the contracts concluded with its contractors the obligation to keep confidential the information listed in paragraph 1, if such Confidential Information will be transferred to business partners.
6. The Parties stipulate that disclosure of the information listed in Paragraph 1 above at the request of authorities authorized to do so in accordance with applicable laws, as well as disclosure of such information to the Party's external advisors to the extent necessary for their activities, shall not constitute a breach of the obligation to keep Confidential Information confidential. In such a case, the disclosing Party shall inform the other Party of the necessity of disclosure to a given entity, indicating the purpose and scope of disclosure.
7. The Parties are bound by the obligation to keep Confidential Information confidential during the term of the Agreement, and for a period of 5 years counted from the date of expiration or termination of this Agreement, regardless of the reason for expiration or termination of the Agreement.
8. The obligation of confidentiality shall cease, in case of written agreement of the Parties to the Agreement as to the scope, date and manner of publicizing the provisions of the Agreement and the information referred to in paragraph 1 above.
9. In case of breach of confidentiality by one of the Parties, the other Party shall have the right to claim damages on general terms.

§ 10

DURATION OF THE AGREEMENT

1. The Agreement is entered into for an indefinite period of time effective as of January 1, except that the Organization's obligations arise at the earliest upon signing of the Agreement.
2. The Agreement may be terminated by either Party only until the last day of September of each year of the term of the Agreement, effective at the end of the calendar year in which the termination notice is given , without the need to provide a reason for termination .
3. Termination of the Agreement requires written or electronic form (a message with the attached letter in electronic form should be sent to the e-mail address indicated in § 10.4).
4. In the event of termination of the Agreement effective at the end of the calendar year, the Organization shall bear the obligation assumed from the Producer as specified in the Act with respect to equipment belonging to the groups of equipment that the Producer has placed on the market, provided that the Producer pays the Organization's remuneration for the entire period.
5. The Organization shall have the right to withdraw from the Agreement, effective December 31 of the year preceding the year in which the statement of withdrawal is made, in the event that the Producer is in arrears with payments to the Organization for a period of more than 30 (in words: thirty) days, provided that the Producer has been previously summoned to pay in electronic form (a message sent to the e-mail address indicated in § 4 para. 9), as well as for other important reasons, in particular in the case of confirmed impossibility to contact the Producer using the contact details provided in the Agreement for a period longer than 30 days. The provisions of § 2 Paragraph 4 and Paragraph 5 and § 4 Paragraph 10 shall apply accordingly.
6. In the event that due to an extraordinary change of relations the fulfillment of performance would be connected with excessive difficulties or would threaten one of the Parties with a gross loss, the Parties undertake, at the request of either Party, to negotiate in good faith in order to amend the provisions of the Agreement. The Parties are obliged to conduct negotiations in a fair, loyal, conscientious and careful manner. The Parties shall endeavor to reach an agreement within 30 days of the request to start negotiations.
7. The Parties unanimously agree that an extraordinary change in relations entitling them to demand the commencement of negotiations shall be, in particular, the following circumstances:
 - a) a significant change in the prices of the Organization's subcontractor services, or
 - b) a significant change in the statutory obligations imposed on the Organization, or
 - c) a material change in the structure of the market for services of collection, processing, recovery and recycling of waste equipment, especially limiting the competitiveness of prices and services offered by the Organization's subcontractors, or
 - d) a significant change in the local, nationwide or worldwide economic situation affecting the performance of the Parties' obligations under the Agreement, manifested, in particular, by: high inflation; a significant change in the prices of goods and services related to the Agreement; the declaration of bankruptcy, restructuring or liquidation of the counterparties of any of the Parties related to the Agreement; a significant change in currency exchange rates; or caused by force majeure events, including natural disasters, epidemics, armed conflicts, migratory movements and related changes in applicable laws, or
 - e) circumstances other than those listed in items (a) - (d), not covered by the typical contractual risks, of an objective nature, which the Parties did not foresee when concluding the Contract, or the course of which could have been foreseen, but whose impact on the obligations of each Party under the Contract was impossible or very difficult to foresee.
8. Each of the Parties, by October 31 of a given year, in the event of failure to reach an agreement on the terms of cooperation, in the case referred to in paragraph 7 above, shall have the right to withdraw from the Agreement effective as of December 31 of the year preceding the year in which the statement of withdrawal was made. The provisions of Paragraphs 2(4) and 2(5) and Paragraph 5(13) shall apply accordingly.
9. The grounds for withdrawal reserved by the Agreement do not exclude or limit the right of either Party to terminate, dissolve or withdraw from the Agreement under the provisions of law.

§ 11
FORCE MAJEURE

1. The Parties shall not be liable for non-performance or improper performance of the Agreement resulting from force majeure events.
2. Force majeure within the meaning of the Agreement is an external event, beyond the control of the Party, impossible to predict and prevent, which occurred after the date of conclusion of the Agreement, in particular wars, natural disasters, strikes and acts of public authorities. In the event of the occurrence of force majeure, the Parties shall enter into good faith discussions to agree on further course of action, in particular, possible renegotiation or termination of the Agreement.
3. If the circumstances of force majeure last continuously for more than 30 days, either Party may terminate this Agreement upon 30 days' notice without liability for termination.

§ 12
ANTI-CORRUPTION CLAUSE

1. Each Party represents that in connection with the performance of this Agreement it shall exercise due diligence and comply with all applicable anti-corruption laws and regulations of the Parties issued by authorized authorities in Poland and the European Union, both directly and by acting through controlled or related business entities of the Parties.
2. Each Party represents that, in connection with the performance of the Agreement, it will comply with all requirements and internal regulations applicable to the Parties regarding standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflict of interest, giving and accepting gifts, and anonymous reporting and clarification of irregularities, both directly and acting through controlled or related business entities of the Parties.
3. The Parties warrant that in connection with the execution and performance of the Agreement, none of the Parties, nor any of their owners, shareholders, officers, directors, employees, subcontractors, or any other person acting on their behalf, has made, proposed, or promised, that he or she will make, nor has he or she made, offered, or promised to make, nor has he or she authorized any payment or other transfer constituting a financial or other benefit, or any other benefit directly or indirectly to any of the following:
 - a) any officer, director, employee, or agent of a Party or any controlled or affiliated business entity of the Parties,
 - b) any government official, understood as an individual performing a public function within the meaning given to that term in the legal system of the country where the Agreement is executed, or where the registered offices of the Parties or any controlled or affiliated business entity of the Parties are located,
 - c) any political party, member of a political party, or candidate for public office,
 - d) any agent or intermediary in return for payment to any of the foregoing,
 - e) any other person or entity - for the purpose of obtaining their decisions, influence or actions that may result in any unlawful preference or for any other improper purpose, if such action violates or would violate the provisions of anti-corruption laws issued by authorized bodies in Poland and the European Union, either directly or acting through controlled or related business entities of the Parties.
4. The Parties undertake to immediately inform each other of any violation of the provisions of this paragraph. At the written request of either Party, the other Party shall provide information and provide answers to reasonable inquiries of the other Party that relate to the performance of the Agreement in accordance with the provisions of this paragraph.
5. In order to duly perform the obligation referred to above, each Party certifies that, during the period of performance of the Agreement, it shall provide any bona fide person with the opportunity to report irregularities anonymously via e-mail to: epr@interzero.pl

§ 13
FINAL PROVISIONS

1. Any amendments to the Agreement must be made in writing under pain of nullity, unless the Agreement provides otherwise. The Parties shall allow conclusion and amendment of the Agreement in electronic form bearing qualified electronic signatures.
2. To the extent not regulated by the Agreement, the provisions of Polish law shall apply.
3. A change in the manner of execution of the Agreement and the rights and obligations of its Parties caused by a change in applicable laws and regulations shall not constitute an amendment to the Agreement, however, the Organization shall be obliged to notify the Producer, in electronic form (e-mail), of the scope of changes and their impact on the performance of contractual and statutory obligations.
4. The Parties agree that all notices, statements and correspondence relating to this Agreement shall be addressed to the following addresses:
 - a) Organization: e-mail: epr@interzero.pl, phone: +48 22 742 10 22Producer:
e-mail: _____, tel: _____
5. The Guardian will be authorized to: contact in order to present the terms and conditions of cooperation, complete documents, inform the Producer about the terms and conditions of cooperation and changes thereto, including changes in rates referred to in § 6 paragraph 11 et seq. or to notify the desire and conduct negotiations referred to in § 10 paragraph 6 of the Agreement. The custodian is not authorized to amend, terminate or withdraw from the Agreement or otherwise terminate it. A change of guardian requires informing the Producer in documentary form by sending a message to the e-mail address indicated in paragraph 4(b) of the paragraph. The message will be sent from the email address indicated in paragraph 4(a).
5. Each Party undertakes to immediately notify the other Party of any changes in its own data, including the data indicated in paragraph 4 and paragraph 5 above, by sending an e-mail message. A change in the data referred to in paragraph 4 and paragraph 5 above shall not constitute an amendment to the Agreement and, in order to be valid, shall only require notifying the other Party to the Agreement in documentary form by sending an e-mail to the address indicated in paragraph 4 of the paragraph. The Parties assume that correspondence sent to the address last provided and not taken or returned shall be deemed delivered. In cases of disputes, the Parties shall strive to resolve them by negotiation, after exhaustion of which the dispute shall be resolved by the court having jurisdiction over the place of the Organization's headquarters.
6. Each Party is obliged to immediately effectively notify the other Party of any change in data that may affect the implementation of the provisions of the Agreement, in particular, this applies to a change of name, address and contact person within 14 days counted from the date of the change, in documentary form (a message sent to the e-mail address indicated in paragraph 4 of the paragraph).
7. Neither of the Parties to the Agreement may transfer its rights or obligations under the Agreement to a third party without the consent of the other Party, except in the case of assignment by the Organization of its rights or obligations to an entity of the INTERZERO Group. In the case of assignment by the Organization of its rights, obligations or claims under the Agreement to an entity of the INTERZERO group, it is sufficient to notify the Producer of this fact in writing or electronically (a message sent to the e-mail address indicated in paragraph 4(b) of the paragraph). On the other hand, in the case where the debtor is a large entrepreneur and the creditor is a micro-entrepreneur, small entrepreneur or medium-sized entrepreneur within the meaning of the Act on Prevention of Excessive Delays in Commercial Transactions, the reservation referred to in the first sentence shall cease to be effective with respect to the debt, the payment of which has not been made within the period specified in the Agreement. The Producer declares that he has read the full information on the principles of processing of his personal data by the Organization, pursuant to the obligation under Article 13 of the RODO, which is available at <https://interzero.pl/polityka-prywatnosci/>.

8. The administrator of the personal data on the part of the Organization is INTERZERO ORGANIZATION OF RECOVERY OF PACKAGES AND ORGANIZATION OF RECOVERY OF ELECTRIC AND ELECTRONIC EQUIPMENT S.A. with its registered office in Cracow, Mogilska 65 Street, 31-545 Cracow, registered in the Register of Entrepreneurs of the National Court Register by the District Court for Cracow-Śródmieście in Cracow, XI Economic Department of the National Court Register under the number KRS 0000925732, tax identification number (NIP): 9512530326, REGON: 52053076400000, BDO number: **000552505**, fully paid-up share capital: PLN 5,000,000.00. The Administrator of personal data on the part of the Organization can be contacted at the e-mail address: iod@interzero.pl or by traditional mail to the address of the company's registered office.
9. By concluding the Agreement, the Parties undertake that the processing of the provided personal data shall comply with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) and shall take place in cases necessary for the execution of the Agreement.
10. The Agreement has been drawn up in 2 (in words: two) counterparts, one for each Party.

PRODUCER / ECONOMIC OPERATOR

ORGANIZATION / ORGANIZATION

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Annexes:

Annex No. 1 - list of types and masses of introduced equipment and rules for calculating the Organization's remuneration for taking over the recycling obligation

Annex No. 2 - declaration of the masses of electrical and electronic equipment that the Producer has placed on the market

Attachment No. 3 - order to conduct public education campaigns