

**AUTHORIZED REPRESENTATION
AND
PARTNERSHIP AGREEMENT**

**on Joining a Collective Scheme for Management of
Waste Electric and Electronic Equipment (WEEE) and/or Waste Batteries and
Accumulators (WBA)**

entered between:

-
- I. **Authorized Representative**
and
II. **The holder of a Collective Scheme for Management of Waste Electric and Electronic
Equipment (WEEE) and/or Waste Batteries and Accumulators**

INTERZERO d.o.o.

Beograjska ulica 4, 1000 Ljubljana, Slovenia
VAT ID no: SI10452877

Represented by:

mag. Darja Figelj, director
and
Suzana Smrekar, procurator

(Hereinafter referred to as: “**INTERZERO**”)

- III. **Partner**
Chal-Tec GmbH
Wallstrasse 16, 10179 Berlin, Germany
VAT ID no: DE 814529349

Represented by:

Peter Chaljawski

(Hereinafter referred to as: “**PARTNER**”)

Contract Number: **Z-OEE0255142, Z-OBA337376**

1. PREAMBLE

The Parties initially acknowledge:

1.1. The Extended Producer Responsibility system (hereinafter referred to as: the “**EPR system**”) means a set of measures that ensure that in the Territory of the Republic of Slovenia producers of certain products, subject to the extended producer's responsibility (hereinafter referred to as: “**EPR products**”), bear financial and organizational responsibility for the management of waste (hereinafter referred to as: “**EPR obligation**”).

1.2. Electric and Electronic Equipment (hereinafter referred to as: “**EEE**”) is equipment that requires an electric current or electromagnetic field and equipment for the production, transmission and measurement of current and fields for proper operation and is designed for use in a voltage class not exceeding 1000 volts for alternating current and 1500 volts for direct current.

Waste Electric and Electronic Equipment (hereinafter referred to as: “**WEEE**”) is EEE that is waste in accordance with the law governing environmental protection, including all components, subassemblies and consumables that are part of the product when it is discarded.

A list of classes of EEE, subject of this Agreement, is defined in the Tariff List for collection and processing of WEEE in 2021, attached hereto (hereinafter referred to as: “**Tariff List for WEEE**”).

1.3. A battery or accumulator (hereinafter referred to as: “**BA**”) is

any source of electrical energy generated by the direct conversion of chemical energy and consisting of one or more primary cells (not rechargeable) or one or more secondary cells (rechargeable).

Waste battery or accumulator (hereinafter referred to as: “**WBA**”) is BA that is waste in accordance with the law governing environmental protection.

Type of BA, subject of this Agreement, are defined in the Tariff groups and tariffs on waste portable, industrial and automotive BA in 2021, attached hereto (hereinafter referred to as: “**Tariff List for WBA**”).

1.4. INTERZERO is a company that, based on the authorization of producers, ensures the joint fulfillment of EPR obligations for the following types of waste products:

- i. waste electrical and electronic equipment ('WEEE') and
 - ii. waste batteries and accumulators ('WOPA'),
- WEEE and WBA are hereinafter collectively referred also as: “**Waste Products**” and have the meaning as defined by the applicable Slovenian waste management regulations for each type of Waste Products.

1.5. INTERZERO has established and is a holder of:

- a joint WEEE management plan (hereinafter referred to as: “**WEEE Collective Scheme**”), pursuant to Regulation on Waste Electrical and Electronic Equipment¹ (hereinafter referred to as: “**Regulation WEEE**”);
- a joint WBA management plan (hereinafter referred to as:

“**WBA Collective Scheme**”), pursuant the Regulation on the Management of Batteries and Accumulators and Waste Batteries and Accumulators² (hereinafter referred to as: “**Regulation WBA**”).

The WEEE Collective Scheme and WBA Collective Scheme are collectively hereinafter also referred to as “**Common Systems**” and denote any applicable common systems through which INTERZERO ensures the joint fulfillment of EPR obligations for each type of Waste Products in accordance with applicable regulations.

Regulation WEEE and Regulation WBA are hereinafter collectively referred to as “**Regulations**” and denote the regulations in force at any time, which regulate the management of individual Waste Products in accordance with applicable environmental law.

1.6. INTERZERO is officially listed as a holder of a WEEE Collective Scheme and WBA Collective Scheme and has all necessary permits and meets other prescribed conditions for the implementation of activities of joint fulfillment of EPR obligations for Waste Products under this Agreement.

INTERZERO, being a holder of a Common Systems, grants the following services:

- preparing and managing a collective scheme,
- keep a list of producers who fulfill their obligations for the proper management of Waste Products by joining its Common System,

- keep records of Waste Products collected and submitted for proper treatment,
- preparing and submitting annual reports on managing Waste Products to the competent authority,
- taking, collecting, treating and processing of Waste Products,
- informing the public, end-users and distributors about the management of Waste Products and
- all other liabilities under the Regulations.

1.7. **PARTNER** is in accordance with the Regulations considered as the **Producer** and thus the holder of financial and organizational responsibility for the management of WEEE and/or WBA in the territory Republic of Slovenia (EPR obligation holder), because of one or more of the following reasons (*Partner marks one or more of the following options*)

PARTNER is a company with its place of business in another Member State of the European Union (hereinafter referred to as: “EU”) or in a third country and sells EEE via means of distance communication directly to households or other users in the Republic of Slovenia.

PARTNER is a company with its place of business in EU and places on the market of Republic of Slovenia under its own name and trademark EEE produced by itself or by other producers who are not listed on the EEE or sells in the market in Republic of Slovenia EEE obtained from EU or imported from third countries.

□ *PARTNER is a company or a sole proprietor which regardless of the method of sale used, including sale via the internet in accordance with the law governing consumer protection, places BA on the market for the first time in the territory of the Republic of Slovenia, including BA installed in appliances or vehicles BA and obtained in EU, imported from third countries or manufactured in the territory of the Republic of Slovenia.*

- 1.8.** The PARTNER is as a Producer referred to in paragraph 1.7. obliged to fulfill EPR obligations and other proper handling in relation to Waste Products subject to the Common Systems indicated in Paragraph 2.1 of this Agreement, whereby the Partner may fulfill such obligations in accordance with the applicable Regulations through INTERZERO as its Authorized Representative (for WEEE) and the holder of the Common Systems (WEEE Collective Scheme and WBA Collective Scheme).
- 1.9.** **Authorized Representative** is a legal person or sole proprietor established in the Republic of Slovenia who is authorized in writing by a Producer of EEE to fulfill EPR obligations related to proper management with WEEE in accordance with the Regulation WEEE on his behalf. INTERZERO meets all the conditions laid down by the Regulation WEEE for an Authorized Representative.
- 1.10.** The EPR system is governed by laws and by-laws (hereinafter: "Regulations"), which may be amended or adopted from time to time (hereinafter: "Change of

Regulations"). INTERZERO has the right to change the General Terms and Conditions and the Tariff List so that INTERZERO increases the range of services under the Change in Regulation and increases the price of the service in the Tariff List for the increased scope of services if the scope of obligations of the Producers in the EPR system increases due to a Change of Regulations.

- 1.11.** The EPR system is regulated at the highest level by the Environmental Protection Act (Official Gazette of the Republic of Slovenia, No. 44/22, hereinafter: "ZVO-2"), which following Directive 2008/98/EC on waste, last amended by Directive (EU) 2018/851, transposes general minimum requirements for EPR systems into the Slovenian legislation. Under the ZVO-2, the producer provides financing for the collection of waste packaging from respective products even when the collection of this waste falls under the mandatory municipal economic public service as of January 1, 2024. The provider of the municipal public service of municipal waste collection (hereinafter: "PPS") charges these costs to the Holder of a Common System. The municipality in which a respective PPS operates shall determine the price of the municipal economic public service of waste packaging collection by adopting a price act (hereinafter: the "**Price Act**"). No municipality had published the Price act at this Agreement's signing; accordingly, that price is not yet included in the Tariff List at this time.

2. SUBJECT OF THE AGREEMENT

2.1. With this Agreement the PARTNER agrees to join one or both Common Systems of INTERZERO listed below, by marking the specific common system it wishes to join:

WEEE Collective Scheme

WBA Collective Scheme

2.2. PARTNER who has joined the WEEE Collective Scheme in accordance with previous Paragraph, hereby also appoints INTERZERO as its Authorized Representative for complying with obligations under the Regulation regarding WEEE, whereas INTERZERO accepts such appointment.

2.3. Under previous Paragraph INTERZERO undertakes to register as an Authorized Representative of the Partner in the Register of Producers and Authorized Representatives in accordance with Article 44 of Regulation WEEE. For the PARTNER who has joint WBA Collective Scheme pursuant to Paragraph 2.1 of this Agreement, INTERZERO shall in a similar manner register the PARTNER as a Producer of BA in the Register of Producers of BA in accordance with Article 39 of Regulation WBA (hereinafter both registers referred to as: "**Register**").

2.4. With this agreement, the PARTNER authorizes INTERZERO to fulfill all EPR obligations regarding the proper management of Waste Products, which are subject to the designated Common System from Paragraph 2.1 of this Agreement and which the PARTNER may fulfill jointly with other producers in accordance with the applicable Regulations, whereas INTERZERO accepts such authorization and undertakes to

fulfill such obligations thus transferred on behalf of the PARTNER in accordance with this Agreement and applicable Regulations.

2.5. Doing so INTERZERO shall as a holder of the designated Collective Scheme from Paragraph 2.1 of this Agreement and/or an Authorized Representative on the behalf of the Partner and under its written authorization under this Agreement ensure the fulfillment of all obligations regarding the proper management of Waste Products, for which the Partner is liable in accordance with the Regulations and which the Partner can fulfill jointly with other Producers through Common Systems.

2.6. INTERZERO undertakes to provide services to the Partner in accordance with the applicable Regulations within the individual designated Collective Scheme referred to in Paragraph 2.1 of this Agreement, which includes, inter alia:

- i. WEEE Collective Scheme: collection of WEEE from distributors, public service providers and end-users; treatment of collected WEEE; informing the public, end-users and distributors about the management of WEEE and other services referred to in Paragraph 1.6. and Paragraph 2.3 of this Agreement.
- ii. WBA Collective Scheme: collecting OBA from end-users, distributors and public service providers and other entities and ensuring the proper treatment, recovery and recycling of WBA; informing

the public about the proper management of WBA and other services referred to in Paragraph 1.6. and Paragraph.

2.7. INTERZERO has no obligation under this Agreement to collect Waste Products directly from the place of business of the Partner or any other premises of the PARTNER.

3. THE SCOPE OF THE OBLIGATIONS OF INTERZERO

3.1. Pursuant to Article 2 of this Agreement the obligation of INTERZERO when acting on behalf of the PARTNER as the holder of the Common Systems and Authorized Representative is limited in accordance with the scope of EPR obligations of the Partner that can be jointly fulfilled in accordance with Regulations.

3.2. WEEE Collective Scheme of INTERZERO pursuant to this Agreement covers collection and treatment of WEEE that corresponds to the share of the Partner as determined for an individual calendar year by the Government of the Republic of Slovenia (hereinafter referred to as: " **Government** "). The resolution on shares is issued by the Government by 30 September of the current year and is published in the Official Gazette of the Republic of Slovenia.

3.3. The Partner's share referred to in the preceding paragraph shall be determined as a percentage, considering classes and subclasses of EEE placed on the market in Republic of Slovenia by the Partner in relation

to the total quantity of EEE placed on the market in the Republic of Slovenia in a specific calendar year by all Producers enlisted in the Register.

3.4. Quantities of EEE placed on the market are for the purpose of previous Paragraph obtained in accordance with the regulation governing the environmental tax referred to in Paragraph 4.1 of this Agreement.

3.5. The Parties agree that if after the conclusion of this Agreement additional obligations would be imposed on the PARTNER as a Producer of EEE and/or BA with applicable Slovenian legislation or obligation of the PARTNER in this regard would change in any other manner, it shall be deemed that the PARTNER has authorized INTERZERO with this Agreement to fulfill these obligations on the behalf of the PARTNER in accordance with applicable legislation in force at any given time. In such case INTERZERO is obliged to fulfill new obligations of the PARTNER on his behalf, provided that in accordance with applicable law such obligations can be fulfilled by INTERZERO as the holder of Common Systems or an Authorized Representative and such changes do not represent a disproportionate burden on INTERZERO. INTERZERO always has the right to notify the PARTNER no later than 30 days after such changes have become affective, that such changes do not bind him.

3.6. In the case referred to in the Paragraph 3.5 PARTNER is obliged to reimburse INTERZERO any additional costs arising from such changes in the scope or the content of obligation

and services of INTERZERO under this Agreement.

4. OBLIGATIONS OF INTERZERO RELATED TO ENVIRONMENTAL TAX FOR ENVIRONMENTAL POLLUTION DUE TO THE GENERATION OF WEEE AND WBA

4.1. Reporting obligation.

INTERZERO shall report to the Financial Administration of the Republic of Slovenia (hereinafter referred to as: “**FURS**”), authorized to manage the **Register of Producers and Authorized Representatives** in accordance with the Regulation on the environmental tax for environmental pollution due to the generation of WEEE and WBA (portable) (hereinafter referred to as: “**Regulation on environmental tax**”) the following:

- registration and identification data of the Partner and/or itself as an Authorized Representative,
- data regarding the commencement, change or termination of the activity due to which the Partner and/or INTERZERO as an Authorized Representative, is obliged to calculate and pay the environmental tax.

4.2. Keeping and managing records.

INTERZERO shall in accordance with Regulations and Regulation on environmental tax manage and keep records of EEE and BA, placed on the market of Republic of Slovenia by the

Partner, separately by the type and quantity of EEE and BA, which must contain the following:

- Combined Nomenclature Tariff Codes (hereinafter: “**the CN**”),
- mass in kg and quantity in pieces of EEE and BA, by CN codes,
- classes of EEE and BA in accordance with applicable regulations.

4.3. Calculation of the environmental tax.

INTERZERO shall in relation to Waste Products subject to this Agreement on the behalf of the Partner and on his own account as an Authorized Representative of the Partner, prepare and calculate semi-annual environmental tax statement on the prescribed FURS form and shall submit it to FURS by 20 July of the current year for the first half-year semester (January to June) and by 20 January of the following year for the second half-year semester of the previous year (July to December).

INTERZERO shall submit to FURS the calculation of the environmental tax referred to in this Paragraph, regardless of whether an obligation to pay the environmental tax arises during the accounting period.

4.4. Environmental tax.

The payment of the environmental tax will be handled by INTERZERO:

- as an Authorized Representative of the Partner for the EEE placed on the market in the territory of Republic of Slovenia and
- for the PARTNER as a producer for portable BA, placed for the first time on the market in the

territory of Republic of Slovenia.

The environmental tax must be paid by the last working day of the month following the end of the tax period, referred to in Paragraph 4.3.

The amount of environmental tax paid by INTERZERO on PARTNER'S behalf or in relation to Waste Products of the PARTNER in accordance with this Article and applicable regulations shall be fully reimbursed to INTERZERO by the PARTNER. INTERZERO shall add the reimbursement of the paid environmental tax to the licensing invoice.

5. OBLIGATIONS OF PARTNER

PARTNER must under this Agreement carry out the following:

5.1. Register the operations to the registry.

Upon signing this Agreement PARTNER shall submit INTERZERO a copy of the receipt proving that it is duly registered at the competent authority of a country where PARTNER has its registered seat.

5.2. Quantity Prognosis.

Upon signing this Agreement, the PARTNER will announce to INTERZERO the indicative annual quantities of EEE and/or BA that PARTNER intends to place on the market in the Republic of Slovenia in specific calendar year, by submitting the "**Annual Forecast**" form enclosed to this Agreement.

Pursuant to this Paragraph, PARTNER shall submit an Annual Forecast for

each calendar year during the term of this Agreement pursuant to the General Terms and Conditions from Paragraph 9.3 of this Agreement.

Annual Forecasts referred to in this Paragraph shall form the basis for facilitating the planning and organization of INTERZERO activities under this Agreement and for applying provision regarding payment obligation (Article 6 of this Agreement).

5.3. Reporting

PARTNER shall report to INTERZERO about actual quantities of EEE and BA (mass of each type of EEE and BA in kg and quantity of each type of EEE and BA with number of pieces, both without decimal places) placed on the market in the Republic of Slovenia, twice a year on EEE and BA web forms, provided by INTERZERO.

The report is due on the 12th day of the calendar month following the end of each half – year semester (in the case of half – year reporting) or following the end of each quarter (in the case of quarterly reporting).

The reports must be accurate and in accordance with instruction of INTERZERO, applicable Regulations and classification of Waste Products as regulated in forms provided by INTERZERO.

5.4. Informing

PARTNER shall at the signing of this Agreement and any time during the term of this Agreement give INTERZERO all necessary information it needs to fulfill its obligations under this Agreement in accordance with applicable Regulations.

PARTNER shall inform INTERZERO of a change of any contact, register or other relevant information regarding his status or business activities in Republic of Slovenia, such as: name of the company, business address, tax number and identification number of the company, place of business of the PARTNER, type of activity it performs in relation to EEE and/or BA, web page address, data on the manner of fulfilling its EPR obligations (in a collective scheme or individually), contact person information, etc., no later than in 14 days after such change occurs.

5.5. Right to Audit Quantities of Waste Products.

INTERZERO has right to audit PARTNER's reports in terms of checking their accuracy. INTERZERO is entitled to check the quantity of Waste Products PARTNER has placed on the market in Republic of Slovenia and quantity of Waste Products PARTNER reported to INTERZERO to have placed on the market.

PARTNER shall on the demand of INTERZERO for the purpose of an audit under this Paragraph submit to INTERZERO all relevant business documentation in relation to the Waste Products placed on the market in Republic of Slovenia, related to execution of this Agreement.

5.6. Obligation to provide correct, accurate and true information in a timely manner.

PARTNER must give to INTERZERO prompt and accurate information relevant regarding the Waste Products under this Agreement as the holder of Common Systems

and/or an Authorized Representative of the Partner, for:

- the preparations of due reports to the competent authorities,
- the preparation, keeping and managing records in accordance with this Agreement and Regulations,
- calculations and/or payment (if so, agreed in this Agreement) of the environmental tax,
- the calculations of waste tariff, representation fee and other financial obligations of the PARTNER towards INTERZERO and
- carrying out all other obligation on the behalf of the PARTNER in accordance with this Agreement.

By signing this Agreement, the PARTNER guarantees that all information provided to INTERZERO under or related to this Agreement will be correct, perfect and accurate and PARTNER undertakes its own material and criminal liability in this regard.

In case of provided incorrect or incomplete data and in a case of a delay in providing this data, PARTNER is in accordance with General Terms and Conditions from Paragraph 9.3 of this Agreement responsible and obliged to reimburse INTERZERO all costs and other damages that would incur in this regard, including but not limiting to a fine imposed on INTERZERO by the competent authorities in that regard. The same applies mutatis mutandis for costs and other damages that would incur

to INTERZERO in connection with other breaches of this Agreement.

INTERZERO is not eligible for any consequences due to incorrect or insufficient information provided by PARTNER.

The PARTNER is obliged to pay INTERZERO its services as an Authorized Representative under this Agreement a flat rate annual Representation Fee in accordance with the Price List.

The annual flat rate Representation Fee can be charged annually, semi-annually or quarterly, depending on the agreement with the Partner.

6. PAYMENT

6.1. The Tariff - price for management of Waste Products.

The PARTNER is obliged to pay INTERZERO all services for the fulfillment of EPR obligations provided by INTERZERO within the Commons Systems under this Agreement at prices as defined in the Price List attached to this Agreement (hereinafter referred to as: “**the Tariff**”).

The quantity for which the Tariff shall be charged in accordance with the Price List corresponds to the quantity of Waste Products for which the PARTNER is the holder of EPR obligation under Regulations, whereby this quantity may in no case be lower than the quantity of Waste Products placed by the PARTNER for the first time in the market of Republic of Slovenia in the relevant period.

The prices in the Tariff are in EUR per ton (The Price List for WEEE) and in EUR per kilo (The Price List for WBA).

6.2. Representation Fee

6.3. Invoices and the Price List

In consideration for its services under this Agreement (management for Waste Products and Representation services of an Authorized Representative), INTERZERO shall generally issue an invoice for each semi-annual semester (January -June and July - December), unless otherwise provided in this Agreement or its appendices (The Price List).

The invoices shall be issued by INTERZERO on a semi-annual basis after the end of each semester to which the payment relates, in accordance with the Price List.

A current Price List is enclosed to this Agreement in the appendix. The Price List may be amended in accordance with the General Terms and Conditions from Paragraph 9.3 of this Agreement.

INTERZERO also issues invoices to PARTNER for its other services under this Agreement in accordance with this Agreement, the General Terms and Conditions or any special

agreements between the PARTNER and INTERZERO.

6.4. Payments due

Invoices of INTERZERO are due in 30 days after being issued, unless explicitly agreed otherwise.

For late payments INTERZERO shall charge default interests in accordance with Slovenian legislation running from the date of maturity of the invoice.

7. PPS WASTE COLLECTION COST

7.1. The PARTNER shall pay INTERZERO the costs of PPS in relation to the WEEE and/or WBA, respectively, which is the subject of this Agreement. No municipality had published the Price act at this Agreement's signing; accordingly, that price is not yet included in the Tariff List at this time.

7.2. INTERZERO has the right to unilaterally change the Tariff List in accordance with the prices for the collection of waste products, which PPS will formulate on the basis of adopted or modified municipal acts on pricing.

7.3. INTERZERO has the right to unilaterally change the Tariff List following the prices for the collection of WEEE and/or WBA, respectively, which PPS will determine based on accepted or amended Price Acts.

7.4. Amendments to the Tariff List due to the adoption or modification of the respective Price Act will become effective at the same time as the time

of effectiveness of the adopted or amended respective Price Act.

7.5. If any Price Act takes effect retroactively, the Partner shall also pay INTERZERO the PPS costs relating to the PARTNER's WEEE and/or WBA, respectively, for the period from the effectiveness of the respective Price Act.

8. DURATION AND TERMINATION

8.1. Effective Date and Duration

This Agreement is concluded for indefinite period (the term of this Agreement).

This Agreement enters into force when duly signed by representatives of all parties.

8.2. Termination for Convenience

Each party can terminate this Agreement without cause by delivering notice of termination to the other party, until June 30 of each calendar year at the latest. In such event the termination shall become effective on December 31 of the calendar year in which the termination was duly noticed. In case the notice of termination shall be delivered to the receiving party after June 30, such termination shall become effective on December 31 of the following calendar year.

8.3. Termination for Cause

If a substantial reason as stipulated in General Terms and Conditions from Paragraph 9.3 of this Agreement occur, a party has the right to

terminate this Agreement for cause without notice period.

Termination for cause must be sent in writing to the other party by registered letter with advice of delivery (AR).

9. MISCELLANEOUS

9.1. Modifications

No change, alteration or modification of this Agreement may be made unless in writing and signed by all affected parties.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, communications, courses of dealing and other agreements, oral or written, between the parties hereto, with respect to the subject matter hereof.

9.2. PARTNER Guarantees

The PARTNER guarantees that during the term of this Agreement, he will not fulfill its EPR obligations regarding Waste Products subject to this Agreement with any other entities or through any other collective schemes, the holder of which is not INTERZERO and will not appoint any other Authorized Representative in relation to Waste Products, subject to this Agreement.

In the event of a breach of the obligations referred to in this

Paragraph, the PARTNER is obliged to pay INTERZERO a contractual penalty in the amount of EUR 3,000.00, which falls due within 8 days after the request for its payment.

9.3. General Terms and Conditions

Issues that are not covered in this Agreement are governed by General Terms and Conditions of waste management system of INTERZERO and Authorized Representation (hereinafter referred to as: "**General Terms and Conditions**"), which constitute an integral part hereof.

The General Terms and Conditions are an essential component and integral part of all mutual right and obligations of the parties under this Agreement.

The General Terms and Conditions supplement any special agreements between the parties to the transaction, or in the absence of special agreements between the parties, the entire legal relationship between them is regulated in accordance with these General Terms and Conditions.

PARTNER hereby confirms the receipt of the General Terms and Conditions and expressly declares that it is acquainted with its content and fully agrees with them and accepts them as an essential component of this Agreement.

The PARTNER agrees and acknowledges that:

- i. The General Terms and Conditions may be amended unilaterally during the term of

this Agreement in accordance with the provisions of General Terms and Conditions for such changes.

- ii. To this Agreement the General Terms and Conditions apply as valid at any given time during the term of this Agreement.

The General Terms and Conditions are published and available on the website of INTERZERO (<https://www.INTERZERO.si>) and at the place of business of INTERZERO. INTERZERO shall always hand over the General Terms and Conditions to PARTNER on its request.

General Terms and Conditions valid at the time of signing this Agreement are enclosed to this Agreement.

10. SEVERABILITY

- 10.1.** In the event any provision of this Agreement shall be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portions shall remain in full force and effect. In such event the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.
- 10.2.** The Parties agree that the agreement on the inclusion of the Partner in the Common System for the collective fulfilment of its EPR obligation through INTERZERO and the agreement on the appointment of INTERZERO as the Partner's Authorized Representative are not mutually conditioned or interdependent in relation to their validity or purpose. If for any reason whatsoever only one of the previous

mentioned functions/services of INTERZERO under this Agreement ceases, the remaining function/services of INTERZERO under this Agreement shall remain in full force and effect and shall bind the parties until the termination of this Agreement in accordance with its provision or the General Terms and Conditions.

11. CONFIDENTIALITY

- 11.1.** The Parties agree to treat the contents of this Agreement and any other information relating to the implementation of this Agreement which any party receives or obtains from anyone or in any way acquaints with them as strictly confidential information and as a business secret, which may not be passed on to third parties or otherwise used for purposes other than those related to the implementation of this Agreement.
- 11.2.** This Confidentiality clause is valid for the period of duration of this Agreement and remains in force five more years after termination of this Agreement.
- 11.3.** A party that breaches this Confidentiality clause must pay the other party liquidated damages in amount of 2,000 EUR due in 8 days after receiving claim from other party. For late payments breaching party shall also pay default interests running from the date of maturity of the claim.

12. GOVERNING LAW AND JURISDICTION

- 12.1.** The parties agree to do reasonable

effort to solve the disputes amicably.

12.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including the breach, termination, or validity thereof, shall be finally settled by Arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia with the application of the Rules for Expedited Arbitral proceedings.

12.3. Additional arbitration provisions:

- The Arbitral Tribunal shall be composed of a sole arbitrator.
- The seat of the arbitration shall be in Ljubljana, Slovenia.
- The language to be used in the arbitral proceedings shall be Slovenian.
- The governing law of the Agreement and mutual legal relationship between the parties shall be the substantive law of Republic of Slovenia.

INTERZERO d.o.o.

Represented by:

mag. Darja Figelj, director

(Place of signing and Date)

Suzana Smrekar, procurator

(Place of signing and Date)

13. APPENDICES

13.1. All appendices enclosed to this agreement constitute integral part of this agreement.

13.2. Appendices to this agreement are:

- Price List, valid on the date of conclusion of this Agreement,
- Yearly prognosis of packaging intended to be put on market of RS (Annual Forecast Form),
- General Terms and Conditions of INTERZERO, valid on the date of this agreement,

13.3. By signing this Agreement PARTNER confirms to be acquainted with contents of the appendices.

13.4. This Agreement is concluded in two identical copies, one for each party.

13.5. The parties agree that the scanned form of this Agreement shall have the status of an original and shall be equivalent to the written form.

13.6. In the case of concluding this Agreement in electronic form, its validity does not require a secure or other electronic signature.

Chal-Tec GmbH

Represented by:

Peter Chaljawski

(Place of signing and Date)