

**AGREEMENT ON AUTHORIZED REPRESENTATION  
AND  
PARTNERSHIP AGREEMENT**

**on Joining a Collective Scheme for Management of Packaging and Packaging  
Waste**

entered between:

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**I. The holder of a Collective Scheme for Management of Packaging and Packaging  
Waste and Authorized Representative:**

**INTERZERO d.o.o.**

Beograjska ulica 4, 1000 Ljubljana, Slovenia

VAT ID no: **SI10452877**

**Represented by:**

mag. Darja Figelj, director

(Hereinafter referred to as: **"INTERZERO"**)

**II. Foreign Company:**

**Represented by:**

**Name and surname**

(Hereinafter referred to as: **"PARTNER"**)

Contract Number: \_\_\_\_\_

## 1. PREAMBLE

### **The Parties initially acknowledge:**

- 1.1.** Packaging means all products of any material (also non-returnable items), used to contain, surround, or hold goods (from raw materials to finished products), to protect, handle, deliver and present goods from its manufacturer to the end user or the consumer of the packaged product, which is used in industry, crafts, trade, services, households or elsewhere. Packaging categories are primary (sales) packaging, secondary (group) packaging and tertiary (transport) packaging.
- 1.2.** 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 packaging waste (hereinafter referred to as: "EPR obligation").
- 1.3.** EPR obligation holders are legal or natural entities that place packaging on the market in the Republic of Slovenia within the scope of their business activities and thus in accordance with Slovenian waste management regulation bear financial and organizational responsibility for the management of packaging waste in the territory Republic of Slovenia (hereinafter also referred to as: “Producer”).
- 1.4.** Producer as the EPR obligation holder means the packer, acquirer of packaged goods, manufacturer or acquirer of service packaging or a Foreign Company that places packaging on the market in the Republic of Slovenia. The Producers must in accordance with Slovenian waste management regulation ensure the fulfillment of their EPR obligation for packaging waste generated in the territory of the Republic of Slovenia.
- 1.5.** Foreign Company means a natural or legal entity with residence or registered place of business outside the territory Republic of Slovenia, which, regardless of the sales technique used, including distance communication in accordance with the regulations governing consumer protection, sells packaged goods via means of distance communication directly to end users of packaged goods in the Republic of Slovenia from Paragraph 1.7.
- 1.6.** Foreign Company is in accordance with Regulation on Packaging and Packaging Waste (Uredba o embalaži in odpadni embalaži, Off. Gazette RS, no. 54/21, hereinafter referred to as: “Regulation”) considered as the Producer and thus the EPR obligation holder in terms of the Paragraph 1.4. of this Article.
- 1.7.** End user of packaged goods (hereinafter: “End User”) is a consumer or any other last user of packaged goods, including the acquirer of packaged goods for its own use, who separates packaging from used goods or empties it due to consumption or end use of goods; and the trader or distributor who separates the group or

transport packaging from or empties the packaged goods for the resale of the packaged goods.

**1.8.** Authorized Representative is a legal person or sole proprietor established in the Republic of Slovenia who is authorized in writing by a Foreign Company to fulfill certain obligations within its EPR obligation in accordance with the Regulation on his behalf.

**1.9.** INTERZERO is a packaging waste management company (hereinafter referred to as: "DROE"), that operates with taking, collecting and processing packaging waste in accordance with Slovenian waste management regulation.

INTERZERO has established a Collective Scheme for packaging waste management that meets all regulatory requirements, last confirmed by decision of Ministry of Environment and Spatial planning (the "Ministry") no. 35473-10/2012-9 of December 28, 2012 and further changes (hereinafter: "Collective Scheme").

INTERZERO is officially listed as a holder of a Collective Scheme and provides for its clients the joint fulfillment of their EPR obligation with the following services:

- regular collection of packaging waste from municipal waste service contractors in collection centre for managing municipal waste,
- regular collection of packaging waste from the distributors,
- regular collection of packaging waste from End Users, except consumers,
- further management and handling with packaging waste (recycling and disposal of collected packaging waste, pursuing the environmental objectives of recovery and recycling of packaging waste under the Regulation,
- management of packaging waste of hazardous goods according to rules regulating management of hazardous waste and
- other liabilities under the Regulation.

**1.10.** INTERZERO meets all the conditions laid down by the Regulation for an Authorized Representative from Paragraph 1.8 of this Article, regardless to its status as DROE.

**1.11.** PARTNER is a Foreign Company who within its business operations sells packaged goods via means of distance communication directly to End Users of packaged goods in Republic of Slovenia and is in accordance with the Regulation considered as the Producer – the holder of financial and organizational responsibility for the management of packaging waste in the territory Republic of Slovenia (EPR obligation holder).

**1.12.** PARTNER is as a Foreign Company and a Producer in accordance with the Regulation required to:

- I. Fulfill its EPR obligation under the Regulation in the territory of Republic of Slovenia by entering into an agreement with a company for management of packaging waste (DROE), joining its collective scheme or by undertaking to fulfil its EPR obligation individually.

- II. Report to the ministry, authorized to manage the Register of Producers, its registration data, data on the type of activity it performs in relation to packaging, data on the manner of fulfilling its EPR obligation (in a collective scheme or individually) and the data on the mass of packaging, placed on the market in the Republic of Slovenia in kilos (kg) and separately by packaging materials in accordance with the Regulation.
- III. Manage and keep records of packaging placed on the market in the Republic of Slovenia for each calendar year, containing data on the weight of packaging placed on the market in the Republic of Slovenia, separately by the different packaging materials in accordance with the Regulation.
- IV. Appoint an Authorized Representative by written authorization to fulfill its EPR obligation and other obligations under this Article (Paragraph 1.12. - i., ii., iii. and v. Indent) and report the identification of the appointed Authorized Representative to the competent Ministry.
- V. Fulfil other obligations according to Slovenian waste management regulation, applicable for the Partner at any given time during the term of this Agreement (for example: inform all his customers about joining the Collective Scheme for the fulfillment of its EPR obligation by a written statement on the invoices or delivery notes upon delivery of packaged goods or service packaging, etc.).

**1.13.** 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.

**1.14.** 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 DROE. 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. FULFILLMENT OF EPR OBLIGATION THROUGH INTERZERO COLLECTIVE SCHEME**

- 2.1.** PARTNER agrees to join the Collective Scheme of INTERZERO. Doing so INTERZERO shall as a company for management of packaging waste (DROE) within its Collective Scheme 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 packaging waste, for which the Partner is liable under the EPR obligation in accordance with the applicable Slovenian waste management regulations and which the Partner can fulfill jointly with other Producers through DROE (obligations under Paragraph 1.12., indent i.).
- 2.2.** INTERZERO as DROE accepts the authorization and undertakes to fulfill Partner`s EPR obligation for packaging waste in accordance with this Agreement.
- 2.3.** Collective Scheme of INTERZERO covers all the collective services from Paragraph 1.9. of this Agreement for the following packaging waste, composed of materials stipulated in the Tariff List enclosed to this Agreement in the appendix:
  - packaging waste that is a municipal waste,
  - packaging waste that is not a municipal waste,
  - packaging waste of hazardous goods which has properties of hazardous waste, contains residues of hazardous substances, or is contaminated with it.
- 2.4.** INTERZERO has no obligation under this Agreement to collect packaging waste directly from the place of business of the Partner or any other premises of the PARTNER.

### **3. APPOINTMENT OF AN AUTHORIZED REPRESENTATIVE**

- 3.1.** PARTNER hereby appoints INTERZERO as its Authorized Representative in accordance with Slovenian waste management regulations, whereas INTERZERO accepts such appointment.
- 3.2.** PARTNER hereby authorizes INTERZERO to fulfill all its obligations, that a Foreign Company fulfills through an Authorized Representative in accordance with the Regulation, and INTERZERO hereby accepts to comply with all such obligations on the behalf of the PARTNER.
- 3.3.** As an Authorized Representative of the PARTNER, INTERZERO shall on the behalf of the PARTNER provide the following services:
  - I.** Immediately after concluding this Agreement INTERZERO shall notify the competent authority that the Partner has fulfilled its obligation from Paragraph 1.12., indent iv. of this Agreement by appointing INTERZERO as its Authorized Representative in relation to the packaged goods sold by the PARTNER via means of distance communication directly to End Users in Republic of Slovenia.
  - II.** INTERZERO shall report to the competent authority in the Republic of Slovenia all required data, subject of the Register of Producers under Paragraph 1.12.-

indent ii., by way of submitting the report on official form (if available) in a timely manner. INTERZERO shall under this Paragraph report:

- Immediately and no later than 14 days after the conclusion of this Agreement: a) Registration data of the PARTNER; b) data on the type of activity the Partner performs in Republic of Slovenia in relation to packaging (i.e. acting as a Foreign Company) and c) information that the Partner shall be fulfilling its EPR obligation in Republic of Slovenia in a Collective Scheme of INTERZERO.
- Following the conclusion of this Agreement, any change to the reported data referred to in the preceding indent shall be reported no later than 15 days after INTERZERO is notified of the change.
- The data on the mass of packaging placed on the market in the Republic of Slovenia by the PARTNER in kilos (kg) and separately by packaging materials in accordance with indent iii. of this Paragraph shall be reported to the competent authority periodically on a quarterly basis (if not otherwise provided with the Regulation) as follows:
  - 1Q (January, February and March) up to April 30th of the current year
  - 2Q (April, May and June) up to July 30th of the current year
  - 3Q (July, August and September) up to October 30th of the current year and
  - 4Q (October, November and December) up to January 30th of the following year.

III. INTERZERO shall on behalf of the PARTNER keep and manage records of packaging placed on the market in the Republic of Slovenia by the PARTNER as a Foreign Company for each calendar year. The records shall contain data on the mass of packaging (in kilos – kg) placed on the market and separately by the following packaging materials:

- Paper and cardboard
- Plastic
- Wood
- Iron and steel
- Aluminium
- Glass
- Composite packaging
- Other type of packaging (e.g. ceramics, textiles or material of biological origin)
- Hazardous packaging

Records referred to in this Paragraph shall constitute a source for reporting in accordance with the preceding Paragraph.

**3.4.** INTERZERO as an Authorized Representative of the PARTNER signs this Agreement and agrees with the entry of the PARTNER in the Collective Scheme of INTERZERO regarding management of packaging waste.

#### **4. THE SCOPE OF THE ARTICLE 2 AND 3 OF THIS AGREEMENT**

- 4.1.** The EPR obligation of the PARTNER in accordance with the Regulation apply only to packaging of packaged goods sold by the PARTNER via any means of distance communication directly to End Users in Republic of Slovenia, unless the latter are also themselves the holder of the EPR obligation relating to the packaged goods thus obtained.
- 4.2.** Any packaging for packaged goods sold by the Partner to Slovenian importer for the purpose of its resale or any other entity in Republic of Slovenia that is itself considered as the Producer in the territory in Republic of Slovenia, is excluded from the scope of the EPR obligation of the Partner under this Agreement.
- 4.3.** Pursuant to Paragraph 4.1. and 4.2. of this Article the obligation of INTERZERO as a packaging waste management company (DROE) and an Authorized Representative acting on behalf of the PARTNER when fulfilling his EPR obligations and other obligations under this Agreement, is limited in accordance with the scope of EPR obligations of the Partner as a Foreign Company under Slovenian legislation.
- 4.4.** The Parties agree that if after the conclusion of this Agreement additional obligations would be imposed on the PARTNER as a Foreign Company in relation to the packaging delivered to the End Users in the territory of Republic of Slovenia 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 (for example: registration of its business operations of a producer (Foreign Company) to the Financial Administration of the Republic of Slovenia (“FURS”), the submission of the calculation of environmental tax to FURS, etc.).
- 4.5.** In the case referred to in the Paragraph 4.4., 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 DROE or 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.
- 4.6.** In the case referred to in the Paragraph 4.4., 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.

## **5. OBLIGATIONS OF THE PARTNER**

### **5.1. Register the operations to the registry**

Upon signing this Agreement PARTNER shall submit INTERZERO a copy of the receipt proving that its operations as a packer, producer, acquirer of the packaging



or packed goods are duly registered at the competent authority of a country where PARTNER has its registered place of business.

## **5.2. Quantity Prognosis.**

Upon signing this Agreement, the PARTNER will announce to INTERZERO the indicative annual quantities of packaging that the PARTNER intends to place on the market in the Republic of Slovenia to End Users as a Foreign Company, 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).

If the PARTNER determines at any point during the year that the quantities introduced to the market of the Republic of Slovenia will exceed the forecasted value, it is necessary upon the PARTNER to immediately inform INTERZERO. The PARTNER must also provide a revised forecast of the quantities expected to be introduced to the market.

Upon receipt of this information, INTERZERO will be able to arrange the necessary changes in a timely manner. This includes amendments to the concluded contract and updates to the portals of the state authorities of the Republic of Slovenia.

## **5.3. Reporting**

PARTNER shall report to INTERZERO about actual quantities of packaging (mass of packaging in kg) placed on the market of the Republic of Slovenia, pursuant to Article 4 of this Agreement, for each quarterly period and separately by packaging materials, by submitting the reporting forms, provided by INTERZERO. The report is due on the 12th day of the calendar month following each quarterly period as defined in the Paragraph 3.3. – indent II.

If a PARTNER is included in the "FLAT RATE" category, it implies that the annual forecast of the quantities introduced to the market of the Republic of Slovenia does not exceed the limit of 1.000 kilograms within a full calendar year.

In such cases, INTERZERO will distribute the annual forecast from the PARTNER by quarters. Furthermore, INTERZERO will take responsibility for submitting a report on behalf of the PARTNER. This report will detail the packaging placed on the market of the Republic of Slovenia.

If a PARTNER finds, during the course of the year, that their quantities will exceed the limit of 1.000 kilograms, they are required to immediately inform INTERZERO. In such a case, the PARTNER will no longer belong to the "FLAT RATE" class. Instead,



they will transition to the pricing structure outlined in the price list, which forms part of this contract.

All further quantities that exceed the limit of 1.000 kilograms will be subject to an additional invoice. This invoice will be issued quarterly, based on the price list that is part of this contract.

#### **5.4. Informing**

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 packaging, data on the manner of fulfilling its EPR obligations (in a collective scheme or individually), no later than in 14 days after such change occurs.

#### **5.5. Right to Audit Quantities of Packaging Waste.**

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

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

PARTNER must give to INTERZERO prompt and accurate information relevant for the preparations of due reports with regards to packaging waste to the competent authorities, to prepare calculations of packaging waste tariff, representation fee and to carry 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 shall not bear any consequences due to incorrect information provided by PARTNER.

#### **5.7. Notification of fulfillment of EPR obligation.**

PARTNER must inform all his customers in Republic of Slovenia about joining the Collective Scheme of INTERZERO for the fulfillment of its EPR obligations, by a

written statement on the invoices or delivery notes upon delivery of packaged goods or service packaging issued to its customers as End Users with place of business in Republic of Slovenia.

## 6. PAYMENTS

### 6.1. The Tariff - price for management of packaging waste (services under Article 2).

The PARTNER is obliged to pay INTERZERO all services for the fulfillment of EPR obligations provided by INTERZERO within the Collective Scheme under this Agreement at the 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 packaging waste for which the PARTNER is the holder of EPR obligation under valid packaging waste regulation in Republic of Slovenia, whereby this quantity may in no case be lower than the quantity of packaging delivered by the PARTNER to End Users in the Republic of Slovenia in the relevant period.

The prices in the Tariff are in EUR per ton.

### 6.2. The Flat Rate Tariff

Notwithstanding the previous Paragraph, PARTNER shall for a specific calendar year pay for the services of INTERZERO under Article 2 of this Agreement an annual flat rate Tariff as specified in the Price List (hereinafter referred to as: "Flat Rate Tariff"), if in the Annual Forecast referred to in the Paragraph 5.2 of this Agreement he announces that the quantity of packaging delivered to End Users in Republic of Slovenia in this year shall be less than 1 ton.

The Flat Rate Tariff is due upon concluding this Agreement for the first calendar year. For each subsequent calendar year, the Flat Rate Tariff shall be paid no later than until the January 1st of such year.

### 6.3. If during an individual calendar year, a flat-rate partner referred to in the Paragraph 6.2 exceeds the quantitative threshold of packaging as stipulated in the Price List, contrary to the given Annual Forecast, the payment obligation for the services of INTERZERO under Article 2 of this Agreement shall be determined as follow:

- I. If PARTNER exceeds the threshold of 1 ton of packaging, the provision of Paragraph 6.1 shall apply to the payment obligation.
- II. If PARTNER exceeds the threshold of 100 kilos but does not exceed the threshold of 1 ton of packaging, the payment obligation of a PARTNER shall be determined in accordance with a relevant (higher) Flat Rate Tariff in accordance with the Price List.

In case from this Paragraph the Flat Rate Tariff already paid in accordance with Paragraph 6.2 is deducted from the amount due in accordance with this Paragraph (payment obligation calculated in accordance with Paragraph 6.1 of this Article or a relevant higher Flat Rate Tariff from the Price List).

#### **6.4. Representation Fee**

The PARTNER is obliged to pay INTERZERO its services as an Authorized Representative under Article 3 of this Agreement a flat rate annual Representation Fee in accordance with the Price List.

#### **6.5. Invoices and the Price List**

In consideration for services provided by INTERZERO under Article 2 and 3 of this Agreement, INTERZERO shall generally issue an invoice for each quarterly period, unless otherwise provided in this Agreement.

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

Notwithstanding the preceding the annual Flat Rate Tariff from Paragraph 6.2 of this Article shall be paid annually in accordance with Paragraph 6.2 of this Article. In this case, the same applies mutatis mutandis to payment of annual flat rate Representation Fee.

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.

#### **6.6. 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 waste packaging, 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 waste packaging, 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 waste packaging 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 occurs, 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 packaging waste with any other entities or through other collective plans, the holder of which is not INTERZERO and will not appoint any other Authorized Representative in relation to packaging and packaging waste.

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.
- III. 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.
- IV. 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 Collective Scheme for the collective fulfilment of its EPR obligation through INTERZERO (Article 2) and the agreement on the appointment of INTERZERO as the Partner's Authorized Representative (Article 3) 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.

## **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.

**INTERZERO d.o.o.**  
**Represented by:**  
**Mag. Darja Figelj, director**

\_\_\_\_\_  
(Signature)

**SNAP OUTDOOR Sp. z o.o.**  
**Represented by:**  
**Name and Surname**

\_\_\_\_\_  
(Signature)

**Date and Stamp:**

**Date and Stamp:**



**Appendices:**

- Price List
- Annual Forecast Form
- General Terms and Conditions of INTERZERO