

AUTHORISED REPRESENTATIVE SERVICE AGREEMENT

PARTIES:

(1) **DP 10, s.r.o.**, whose registered office is situated at Sliachska 1E, 831 02 Bratislava, Slovak Republic, Id. No.: 48163333, Tax Id. No.: 2120149878, registered in the Commercial register of the Bratislava III Municipal Court, section: Sro, insert No.: 107172/B (“DP 10”); and

(2) [●], whose registered office is situated at [●], registered in [●] under No. [●], Tax Id. No.: [●], VAT No.: [●] (the “Customer”).

Whereas the dispositions of the Waste Regulation oblige Producers with Registered Office or Place of Business outside the Slovak Republic to appoint an Authorised Representative responsible for fulfilling obligations binding on the Producer in the Slovak Republic,

Whereas the Customer is a Producer with Registered Office or Place of Business outside the Slovak Republic and DP 10 wishes to offer Authorised Representative Services to such Producers,

Whereas the Customer is a Producer with Registered Office or Place of Business outside the Slovak Republic established in the **country**,

The Parties have agreed on the terms of this Agreement.

1. SCOPE OF SERVICES

1.1. The Authorised Representative Services aim at ensuring the Customer’s compliance with the Waste Regulation in the Slovak Republic, where DP 10 shall act as Authorised Representative of the Customer under the Waste Regulation.

1.2. DP 10 shall provide the Authorised Representative Services to the Customer in respect of Products.

1.3. DP 10 shall provide Authorised Representative Services within the territory of the Slovak Republic only.

1.4. The Authorised Representative Services shall encompass all Products put on the market by the Customer as a Producer with Registered Office or Place of Business outside the Slovak Republic since Effective Date.

2. DEFINITIONS

Agreement means this written Authorised Representative Service Agreement, including any Annexes, amendments, addenda or additions;

Appropriate Authorities means Ministry of the Environment of the Slovak Republic and any successor body or other bodies responsible for the implementation and control of the Waste Regulation and management of the Producers’ register;

Authorised Representative Services means being appointed as an authorized representative of the Customer under the Article 27 (18) and foll. of the Waste Regulation and provision of solely the services expressly described in Clause 1, and as further described in Clause 3 and 4 in connection with such appointment;

Producer with Registered Office or Place of Business outside the Slovak Republic means the Producer as defined in Article 32 (16) d) of the Waste Regulation or other Producer subject to obligation to appoint an Authorized Representative under Waste Regulation;

<p>Losses means any and all demands, claims, liabilities, losses, damages, costs, penalties including penalties from Appropriate Authorities and expenses whatsoever [including all reasonable legal and other costs and expenses, together with value added and other similar taxes thereon (if applicable)];</p>
<p>Membership Agreement means membership agreement between the Scheme and the Customer under which the obligations assigned to Customer as the Producer of Products under the Waste Regulation specified in such agreement shall be fulfilled by the Scheme;</p>
<p>Parties means DP 10 and the Customer;</p>
<p>Products means products as detailed in the Schedule 1 including the respective streams of waste;</p>
<p>Scheme means the scheme undertaken by DP 10's parent company SEWA, a.s., as a producer responsibility organization, for the environmentally sound management of Products in compliance with the Waste Regulation;</p>
<p>Service Fee means the fees for the Authorised Representative Services, calculated in accordance with this Agreement, as detailed in Schedule 2;</p>
<p>Waste Regulation means Act No. 79/2015 Coll. on Waste and any amendment thereto or recast thereof, including the respective implementing measures; when referred to particular provision without further specification, such reference shall be deemed reference to the Act No. 79/2015 Coll. on Waste, not the implementing measures;</p>
<p>The words Producer, Authorised Representative, Electrical and Electronic Equipment (EEE), Waste Electrical and Electronic Equipment (WEEE), Categories and Sub-categories, Batteries and Accumulators, Packaging and Non Packaging Products, Extended Producer Responsibility and other capitalized terms not defined herein, if any, shall have the meaning attributed to them in the Waste Regulation.</p>
<p>Headings are for convenience only and shall not affect the interpretation of this Agreement. References to Clauses and Schedules are to the clauses and schedules of this Agreement. References to each Party include references to its successors in title and permitted assigns.</p>
<p>3. OBLIGATIONS OF DP 10</p>
<p>3.1. Parties hereby confirm that DP 10 has ensured the opportunity for the Customer to conclude the Membership Agreement, under which the obligations assigned to the Customer as the Producer of the Products under the Waste Regulation specified therein shall be fulfilled and that the Customer has concluded such Membership Agreement.</p>
<p>3.2. As DP 10 shall not be a party to the Membership Agreement, it bears no responsibility whatsoever regarding the fulfilment of the obligations assigned to Customer as the Producer of Products under the Waste Regulation.</p>
<p>3.3. DP 10 shall perform any registration or other action (if any) required to be performed by the Authorised Representative under the Waste Regulation in order to ensure DP 10 is recognized as an Authorised Representative of the Customer by the Appropriate Authorities.</p>
<p>4. OBLIGATIONS OF CUSTOMER</p>
<p>4.1. The Customer shall ensure that it fulfils all obligations assigned to the Customer as the Producer of the Products under the Waste Regulation and the Membership Agreement and, without prejudice to the above, shall abide any provision of the Waste Regulation and any other applicable law that apply on the Customer as the Producer of the Products.</p>
<p>4.2. The Customer shall perform any registration (if any) or other action (including granting of written power of attorney in the wording as per Schedule 3) as required to be performed by the Producer under the Waste Regulation to appoint DP 10 as its Authorised Representative.</p>

<p>4.3. The Customer shall provide any registration, reporting or any other information reasonably requested by DP 10 on this Agreement signature and then in a timely manner, in order to effectively act as an Authorised Representative in accordance with the Waste Regulation.</p>
<p>4.4. Should the Customer need an Authorised Representative in another European Union Country, the Customer shall contact DP 10 whose affiliates or partners shall have the right to present the Customer a commercial proposal for such services in the said European Union country, before the Customer requests any other proposal from a third party for these services.</p>
<p>4.5. The Customer shall pay the Service Fee in accordance with the provisions of Clause 5.</p>
<p>4.6. The Customer acknowledges that as regards the subject matter hereof, in accordance with the Waste Regulation, it shall not have another Authorized Representative.</p>
<p>5. PRICE AND INVOICING</p>
<p>5.1. The Service Fee shall be paid by the Customer in relation to the Authorised Representative Services delivered by DP 10 under this Agreement as set out in Schedule 2.</p>
<p>5.2. The Service Fee shall be invoiced to the Customer once a year in accordance with Schedule 2. DP 10 might also invoice to the Customer any other fees required from the Customer or DP 10 as its Authorised Representative by the Waste Regulation in connection with the subject matter hereof.</p>
<p>5.3. The Customer agrees and undertakes to pay to DP 10 an invoice issued by DP 10 in respect of all or part of the Service Fee for the relevant Authorised Representative Services within thirty (30) days of the date of issue.</p>
<p>5.4. If the remuneration paid by the Customer to the Scheme for the services provided under the Membership Agreement exceeds 200 EUR for the period of previous preceding year, the Authorised Representative Service under this Agreement for the period in question shall be provided without remuneration and no Service Fee for such period shall be paid. In case the Service Fee for such period was already paid by the Customer it shall be paid back to the Customer without delay after the right for the provision of the Authorised Representative Services without remuneration arises.</p>
<p>5.5. The Customer will make any payment required under this Clause 5:</p> <ul style="list-style-type: none"> (a) in EUR; (b) by bank transfer to the account notified to the Customer by DP 10; (c) in cleared funds on or before the due date; and (d) without any deduction or set-off on the grounds of any alleged breach of this Agreement or on any other grounds, unless otherwise agreed in writing by the Parties.
<p>6. CONFIDENTIALITY</p>
<p>6.1. Each Party shall be obliged to maintain confidentiality (and shall procure so far as it is able that each of its directors, officers and employees do so as well) of the information which constitutes trade secret of the other Party, as well as of other information relating to the other Party, that is not publicly available and the disclosure of which to third parties may cause harm or be detrimental to the legitimate interests of the other Party, provided that the Party learns this information in connection with the execution or performance hereof. The Party may not disclose the information under preceding sentence to third parties, nor may the Party use such information in any other manner than envisaged, unless otherwise provided herein or in the Membership Agreement.</p>

7. LIABILITY AND INDEMNIFICATION
7.1. The Customer hereby irrevocably and unconditionally agrees to indemnify and keep indemnified DP 10 from and against all Losses and from and against all actions, suits and proceedings which may be commenced, taken or made against DP 10 arising in relation to or in connection with any breach by the Customer of this Agreement, including any breach of the obligations of Producer under the Waste Regulation.
7.2. The indemnification under Clause 7.1 is without prejudice to the liability for damage in accordance with the applicable law and this Agreement. Each Party shall be liable solely for the damage which it has caused directly and by its own fault, however, only up to the amount of the sum of payments provided by the Customer to DP 10 (and not paid back by DP 10) or to Scheme on the basis of this Agreement and the Membership Agreement combined until the moment of origin of the damage.
7.3. Each Party shall provide the other Party with a reasonable period of time for remedy before it raises any claims against the other Party related to the non-performance of the other Party's obligations.
8. EFFECTIVE DATE AND TERMINATION
8.1. This Agreement shall become effective on the date of its signature and shall remain in force until terminated in accordance with the provisions of this Clause.
8.2. Each Party may terminate this Agreement for convenience with effect as at 31 th of December if the Party delivers the notice of termination to the other Party not later than by 1 st of November.
8.3. Either of the Parties may withdraw from this Agreement if the other Party breaches this Agreement and in spite of a written notification of the breach of this Agreement fails to discontinue the breach hereof or to remove the consequences thereof.
8.4. All the obligations of this Agreement which, by nature, do not become null and void when the Agreement is terminated shall remain applicable until their full execution and shall apply to the authorised transferee and successors of the parties. This includes but is not limited to correction of inaccurate data and payment of any sum due under this Agreement.
8.5. Upon termination of this Agreement, irrelevant of nature of such termination, the power of attorney granted by the Customer to DP 10 shall be deemed revoked.
8.6. In case of termination of this Agreement, irrelevant of nature of such termination, the Customer shall not be entitled for refund of any payments already provided.
9. GENERAL
9.1. Assignment. Unless otherwise agreed, the provisions of this Agreement shall be binding on and to the benefit of the successors and personal representatives of each Party hereto. Neither Party may assign, transfer or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the prior consent of the other Party, which shall not be unreasonably withheld.
9.2. Notices. The Parties shall deliver to each other all expressions of their will and information related to the Agreement in writing, including notice of withdrawal and termination, to the address referred to in the heading hereof, unless otherwise provided for in this Clause. If a Party needs to have the documents delivered to another address, such an address has to be notified to the other Party in writing and any documents sent following the notification of such a new address have to be delivered by the other Party to the new address notified by the Party. A document sent by one of the Parties to the other Party by registered mail to the address determined in accordance with this Clause shall be deemed to have been delivered also in case of failure to collect the document, namely it shall be deemed to have been delivered since the day when the mail carrier made an unsuccessful attempt to deliver it. Party shall be entitled to communicate with the other Party via electronic means to the extent permitted by applicable law and such communication shall be

<p>equivalent to the signed communication in writing to the extent permitted by the applicable law (however, notice of withdrawal and termination shall in any case be in writing). The identification code contained in an electronic document is sufficient for the verification of the sender's identity and the document's authenticity. DP 10 may, by a notification delivered to the Customer, also allow or require the Customer to perform its reporting obligations hereunder via electronic means under the terms and conditions different from the ones laid down by the applicable law.</p>
<p>9.3. No waiver. Failure or delay of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to execute it.</p>
<p>9.4. Amendment. In the event that change in applicable law necessitates a consequential amendment to this Agreement to ensure its continued effective and lawful execution, DP 10 may make necessary changes to terms and conditions hereof to reflect such change upon written notice to the Customer (which notice may be served at any time).</p>
<p>9.5. Applicable Law and jurisdiction. The Parties agree that construction, validity and performance of this Agreement shall be governed by the laws of the Slovak republic. In the event of any dispute or controversy between the Parties of whatever nature arising out of or concerning or touching upon this Agreement (including non-contractual disputes or claims), the Parties shall first attempt to resolve such dispute amicably. Should such amicable discussion not lead to any agreement, the resulting dispute or claim shall be settled by the courts of the Slovak Republic.</p>
<p>9.6. Severability. If any term of this Agreement is found to be illegal or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect legality, validity or enforceability of the remaining terms.</p>
<p>9.7. All Agreement. This Agreement contains all terms agreed between the Parties regarding its subject matter and supersedes any prior written agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated herein.</p>
<p>9.8. This Agreement shall be made in two original copies.</p>
<p>Signed for and on behalf of DP 10, s.r.o., in Bratislava, on _____, by _____</p>
<p>Name: Jozef Kozák</p>
<p>Position: statutory representative</p>
<p>Signed for and on behalf of the Customer, in [●], on [●] by _____</p>
<p>Name:</p>
<p>Position: statutory representative</p>

Schedule 1

Electric and Electronic Equipment / Waste from Electric and Electronic Equipment

[--] EEE / WEEE

Batteries and Accumulators / Waste Batteries and Accumulators

[--] Portable

[--] Industrial (not Automotive)

Packaging and Non Packaging / Waste Packaging and Non Packaging

[--] Packaging

[--] Non Packaging

Schedule 2

1. Service Fee

The Service Fee shall be of 200 EUR per year. DP 10 invoiced the Customer upon execution of this Agreement and then each year before the 31 January of year n for year n .

Schedule 3

POWER OF ATTORNEY

[●], whose registered office is situated at [●], registered in [●], under No. [●], represented by [●] (“Principal”),

hereby authorizes

DP 10, s.r.o., whose registered office is situated at Sliachska 1E, 831 02 Bratislava, Slovak Republic, Id. No.: 48163 333, registered in the Commercial register of the Bratislava III Municipal Court, section: Sro, insert No.: 107172/B (“DP 10”),

in accordance with the Article 27 (18) of Act No. 79/2015 Coll. on Waste, as amended (“Act on Waste”), to represent Principal in **execution and performance of all rights and obligations of Principal, being a producer of products subject to extended producer liability under the Act on Waste**, in particular, but not limited to fulfilling the registration, evidence and reporting obligations under the Act on Waste.

This power of attorney shall be valid until its revocation or its termination in accordance with the agreement between Principal and DP 10.

Signed for and on behalf of the **Principal**, in [●], on [●], by

Name:

Position: statutory representative

Signed for and on behalf of the **DP 10, s.r.o.**, in Bratislava, on

, by

Name: Jozef Kozák

Position: statutory representative