

CONTRACT

ON THE FULFILMENT OF RESERVED OBLIGATIONS

executed pursuant to §269(2) of the Commercial Code
(hereinafter only as the “Contract”)

The Parties:

SEWA, a.s.

Registered office: **Sliачska 1E, 831 02 Bratislava, Slovak Republic**

Company ID No.: **35 942 355**, VAT ID No.: **SK 2022031924**,

Registered in the Commercial Register of **Bratislava III** Municipal Court, Section: **Sa**, File No.: **3625/B**

Represented by: **Ing. Jozef Kozák, Executive Director**

(hereinafter referred to as “**PRO**”)

and

The Member shall fill in the business name

Registered office: **The Member shall fill in the street, municipality and postal code of the registered**

Entity Identification Number (IČO): **Fill in**, VAT Identification Number (IČ DPH): **Fill in**

Registered in the Commercial Register of the **Fill in** District Court, Section: **Fill in**, File No.: **Fill in**

Represented by: **The Member shall fill in the first name, surname and title of the person/persons who has/have the right to sign**

(hereinafter as the “**Member**”)

concerning
cooperation during development, operation and effective functioning of the system of collective management of collection, transport, recovery, recycling and disposal of reserved waste streams from packaging materials and non-packaging products and membership in the system.

ARTICLE I OPENING PROVISIONS

1. Pursuant to the Act No. 79/2015 on Waste and amendment of certain acts (hereinafter referred to only as the “**Waste Law**”), a Member is a producer of reserved products, namely packaging materials and/or non-packaging products, as relevant for the Member based on the Member’s reports submitted to the PRO under the Contract. Accordingly, the Contract refers to packaging materials and waste from packaging materials, or to non-packaging products and waste from non-packaging products, or to both types of these reserved products and waste therefrom.
2. PRO is tasked to establish and operate a system of collective management of reserved waste streams, concerning namely the waste from packaging materials and waste from non-packaging products that will ensure collection, transport, recovery, recycling, disposal and other types of managing waste from packaging materials and waste from non-packaging products for producers of packaging materials and non-packaging products as well their compliance with information, recording and reporting duties that producers of packaging materials and non-packaging products are required to fulfil as reserved obligations under Art. 27 (6) and relevant provisions of the Waste Law and associated laws (hereinafter referred to only as the “**collective management system**”).
3. Both PRO and the Member are interested on cooperation in the field of collective measures to ensure compliance with reserved obligations as regards packaging materials and non-packaging products and waste therefrom.

4. Unless the producer of packaging materials and/or producer of non-packaging products proves that the packaging materials placed on the market or distributed by him and/or that the non-packaging product placed by him will not be regarded as municipal waste once the product is consumed, it is implied that the waste therefrom will be regarded as municipal waste.
5. For the purpose of the Contract, the terms “packaging materials”, “non-packaging products”, “packaging waste”, “waste from non-packaging products”, “reserved waste stream”, “reserved obligations”, “collective management system” and other definitions specified in the Waste Law or in associated laws have the same meaning as specified in the Waste Law or in associated laws.

ARTICLE II BASIC RIGHTS AND DUTIES OF THE CONTRACTING PARTIES

1. PRO undertakes to effectively operate the Collective Management System for the Member and other entities, for whom it ensures collective performance of reserved obligations, using the Collective Management System operated by PRO under the contract on fulfilment of reserved obligations (hereinafter referred to only as the “**Members**”).
2. PRO undertakes to ensure proper and timely performance of reserved obligations for the Member as regards packaging materials and/or non-packaging products and waste therefrom. PRO shall ensure these services by ordering them from entities authorised to provide such services (hereinafter referred to only as the “**Service Companies**”) and, if necessary, it will conclude contracts with municipalities to procure management of reserved waste streams.
3. PRO may entrust also other organisations responsible for producers to ensure performance of reserved obligations as regards packaging waste or waste from non-packaging products. However, PRO shall be liable towards the Member as if PRO performed the Contract.
4. PRO undertakes to properly and timely fulfil Member’s reporting obligations that are reserved obligations under the Waste Law. PRO undertakes to properly and timely fulfil Member’s obligation to register in the Register of Producers of Reserved Products and to notify any changes in the registered data under Art. 27 (4) (a) and associated provisions of the Waste Law, if the Member issues a required authorisation letter in the wording specified in Annex 1 hereto.
5. PRO shall proceed as economically as possible in order to perform the Contract. PRO is entitled to order services in terms of the Collective Management System only from such Service Companies that will carry out their activities in line with the laws and in line with reasonable interests of the Member. The Member is entitled to inspect, by means of PRO, activities of Service Companies carried out in terms of the Collective Management System.
6. PRO undertakes to keep records, both cumulative and for specific producers, on packaging materials and non-packaging products and waste therefrom, and to retain such records in accordance with the Waste Law and associated laws.
7. PRO undertakes to allow the Member to inspect documents related to collection, transport, recovery, recycling and disposal of packaging waste and/or waste from non-packaging materials ensured in terms of the Collective Management System.
8. The Member undertakes to cooperate with PRO in order to ensure proper and effective functioning of the Collective Management System and to use PRO services within the scope specified in the Contract.
9. The Member is entitled to participate at meetings of PRO bodies.

ARTICLE III COMPENSATION FOR PRO COSTS

1. The Member undertakes to compensate PRO for the costs purposefully and demonstrably used for the development, funding and operation of the Collective Management System and for fulfilment of registration and reporting obligations as set out in Art. II (4) second sentence hereof.
2. The Member is obliged to fulfil the duty indicated in paragraph 1 of this Article hereof by paying a payment to PRO for every calendar quarter at the amount equal to a multiple of the quantity of packaging materials and/or non-packaging products placed on the market and the rates specified in Annex 2 hereto. By the end of the month following the calendar quarter, PRO shall issue an invoice for the payment under this clause. The invoice will be due in 14 (fourteen) days from its delivery. This does not concern an invoice for the single entry administration fee under Art. IV hereof, which will be issued within 7 (seven) days after signing the Contract.
3. If the Member and PRO agree that PRO will ensure performance of Member's duties also for previous periods, the Member shall make the payment referred to in this Article, clause 2, first sentence also for the packaging materials placed on the market or distributed by him, and/or non-packaging materials placed on the market in relevant periods, based on the invoice and within the agreed period of time. If the scope of the duties to be arranged for the Member by PRO under the first wording of the Waste Law (in particular the duty to ensure collection, transport, recovery, recycling and disposal of packaging waste that is part of municipal waste) determined by the Waste Law as the "full scope" and determined on the basis of weight of the packaging materials placed on the market and waste therefrom collected in total in Slovakia in the previous year, significantly exceeds the amount of packaging materials and/or non-packaging products placed on the market by the Member or put into distribution by the Member (in case of packaging materials) according to the Waste Law and associated laws, PRO will be entitled to request the Member for a relevant increase of the payment under this Article, clause 2, first sentence. If the Member fails to accept such request, each of the contracting parties is entitled to terminate the Contract.
4. Pursuant to Art. 71 (1) (b) of the Act No. 222/2004 on Value Added Tax, as amended (hereinafter referred to as the "**VAT Law**"), the Member grants consent with PRO sending the invoice in line with this Article, clause 2 by electronic means (hereinafter referred to as the "**Electronic Invoice**").
5. The Electronic Invoice contains all particulars of an invoice pursuant to Art. 74 of the VAT Law and represents a valid tax document. The Member acknowledges and agrees that the Electronic Invoice replaces hard copy invoices.
6. PRO undertakes to deliver to the Member the Electronic Invoice to an e-mail address of the person responsible for the payments system as specified in an electronic registration form of the Member published on the PRO's website www.sewa.sk. The Member undertakes to secure access to the e-mail account specified for the delivery of the Electronic Invoice and refresh it during the whole term of the Contract. The Member represents that they have an exclusive access to such an e-mail account.
7. The Member is obliged to notify PRO without undue delay of any change that could affect the Electronic Invoice delivery, in particular of the change of the e-mail address.
8. If the Electronic Invoice is not delivered to the Member within the period for invoice issuance pursuant to paragraph 2 of this Article, they are obliged to immediately notify PRO thereof. In the event of failure to meet this obligation, PRO shall not be obliged to prove the mailing of the Electronic Invoice.
9. The Electronic Invoice shall be considered as delivered and its content as communicated to the Member on the date of its mailing to the Member's e-mail address.

10. PRO shall not be held liable for damage, leakage, loss or incompleteness of the data stated in the Electronic Invoice or for any other damage, if the damage, loss or incompleteness of the data was caused by communication failure on the Internet or on the grounds caused by the Member.
11. PRO reserves the right to issue and deliver, at its own discretion, an invoice for any period (i) in written form in place of an electronic document, or (ii) in written form in addition to the electronic document. In the first instance described above, the invoice shall be considered as delivered on the date of the delivery of the written invoice. In the second instance described above, the invoice shall be considered as delivered on the date of either the delivery of the Electronic Invoice, or the delivery of its written form, whichever occurs first.
12. The above provisions of clauses 4 to 11 of this Article concerning the Electronic Invoice are reasonably applicable to the summary of collection, recovery, recycling and disposal of packaging waste and/or waste from non-packaging products and Member's Share in accordance with Art. V (1) hereof.
13. Notwithstanding the above, provisions of Art. VIII (8) and (9) hereof reasonably apply to the summary of collection, recovery, recycling and disposal of packaging waste and/or waste from non-packaging products and Member's Share in accordance with Art. V (1) and associated declarations of will, information and delivery.

ARTICLE IV ENTRY ADMINISTRATION FEE

In addition to the costs under the previous Article, the Member shall also pay a single administration fee to PRO in the amount of 200 EUR (two hundred Euro), tax exclusive. The Member is not obliged to pay this fee if they have paid the single entry administration fee to PRO under an contract on performance of reserved obligations covering another reserved waste stream.

ARTICLE V PROVISION OF INFORMATION

1. PRO is obliged to inform the Member, without undue delay, of important facts related to the establishment and functioning of the Collective Management System. In particular, PRO is obliged to submit to the Member a summary of the collection, transport, recovery, recycling and disposal of packaging waste and/or waste from non-packaging products as a scope of fulfilment of reserved obligations, stating the share in collected, recovered, recycled or disposed of packaging waste and/or waste from non-packaging products allocable to the Member on the basis of their share (hereinafter referred to only as the "**Member's Share**"). Member's Share will be determined on the basis of a quotient of the quantity of packaging waste and/or waste from non-packaging products the Member is required to collect, transport, recover, recycle or dispose of under the Waste Law and associated laws, and the total quantity of the respective reserved waste stream the Members are required together to collect, transport, recover, recycle or dispose of. PRO shall submit this summary and determine Member's Share based on the quantities of packaging materials and/or non-packaging products and waste therefrom, as duly and timely reported by the Members, for the whole calendar year and no later than by 31 March of the following year.
2. No later than three month after signing the Contract, the Member shall submit to PRO reported data from the records of packaging materials and/or non-packaging products and waste therefrom that were or should have been submitted to the Ministry of Environment of the Slovak Republic under the Waste Law or previous laws for the last calendar year prior to signing the Contract.

3. The Member shall provide to PRO, without any undue delay, any significant information they obtain and that is related to the Contract. The Member shall in particular:
 - a) Submit to PRO a report on packaging materials and/or non-packaging products and waste therefrom for the previous calendar quarter in order to ensure fulfilment of Member's recording and reporting obligations in time limits, scope and structure specified in Annex 3 hereto;
 - b) Inform PRO forthwith about any changes that the Member is required to notify to a state authority or a designated entity under the Waste Law;
 - c) Inform PRO forthwith about any entity that is a producer of packaging materials and/or non-packaging products under the Waste Law and is suspected of failure to comply with the duties in the field of management of packaging materials and/or non-packaging products and waste therefrom.
4. The Member undertakes to enable PRO, without undue delay and upon its request, to peruse its own documents and records within the scope necessary for verification of correctness and truthfulness of the data provided in clauses 2 and 3 hereof.
5. If the Member fails to report the data to PRO in a due and timely manner pursuant to Annex 3 hereto, even upon a request by PRO, the quantity of packaging materials and/or non-packaging materials placed on the market or distributed (in case of packaging materials) used to determine the scope of the obligations to be arranged by PRO for the Member, in particular the scope of the obligation to ensure collection, transport, recovery, recycling and disposal of packaging waste and/or waste from non-packaging products, and to determine Member's Share and calculate the amount of payment under Art. III hereof, may be determined based on estimation by PRO.
6. If the Member fails to report to PRO the data stated in Annex 3 hereto, even upon request by PRO, PRO shall be entitled to a contractual penalty of up to EUR 3.320 (three thousand three hundred and twenty Euro). This shall be without prejudice to the right of PRO to the compensation for damage exceeding the claimed contractual penalty.

ARTICLE VI CONFIDENTIALITY

Each Party shall keep in confidence the information constituting a business secret of the other Party, as well as 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 learnt of this information in relation with the execution or performance of the Contract; it is in particular the data provided in Article V, paragraph 2 and 3 hereof (hereinafter referred to only as the "**Protected Information**"). None of Parties may make the Protected Information available to third persons, except as provided in Article II (4) hereof, even to other members of the Collective Management System, nor may such Party use such information in any other manner than stipulated by the Contract.

ARTICLE VII GENERAL PROVISIONS

1. The contracting parties cooperate with each other as necessary to deliver the Contract.
2. PRO may conclude an contract with entities, who are to become the members, under the same conditions as with a Member.
3. The Member may participate in another collective management system that is not operated by PRO only with consent by PRO. The same applies to agreements concluded on provision of services covering collection, transport, recovery, recycling, disposal and other types of managing packaging waste and/or waste from non-packaging materials made between the Member and a third party. PRO shall not be liable for performance of such obligations the delivery of which is ensured by the Member on their own or through a party other than PRO.

4. No right to use the business name or trademarks owned or used by either Party or the right to use any other identification shall be granted to the other Party pursuant to the Contract, except as provided in the clauses below.
5. PRO shall grant the Member the right to use the SEWA name and the PRO's business name worldwide throughout the term of the Contract, however solely for the purpose of informing third parties about the Member's participation in the Collective Management System.
6. The Member shall grant PRO the right to use the Member's business name worldwide throughout the term of the Contract, however solely for the purpose of informing third parties about the Member's participation in the Collective Management System.

ARTICLE VIII FINAL PROVISIONS

1. In terms of content, the Contract comprises also the annexes mentioned herein. The annexes have been submitted to the Member prior to signing the Contract; the Member is acquainted with them and accepts them, as acknowledged by signing the Contract. The annexes are available for the Member and other members of the Collective Management System at PRO's website www.sewa.sk. They are not physically attached to and signed together with the Contract. The Contract may be amended whereby such necessity shall be defined by PRO and the Member subject to their agreement. Amendments must be made in the form of a written addendum, otherwise they shall be invalid. Annexes 2 and 3 may be amended by the PRO also by means of a notification to the Member in the case that the scope of amendment is necessary for the reconciliation of these Annexes with the relevant amended regulations and in the case of Annex 2, when there is a change in rates. If the PRO increases any rate as part of an amendment of Annex 2, the Member shall have the right to terminate the Contract within 30 days after the notification of the relevant amendment of Annex 2, which termination shall be effective on the expiry of the notice period, which shall be 30 days from the date of delivery of the termination to the PRO.
2. This Contract shall enter into force on the date of signature thereof by both Parties and it becomes effective on
3. This Contract has been executed for a definite period of time – 10 years, which however shall terminate with effect as at 31 December of the respective calendar year. Each Party may terminate the Contract, without providing reason, however, always with effect as at 31 December. The PRO shall deliver the notice of termination to the Member not later than by 30 September and the Member shall provably send the notice of termination to the PRO not later than by 20 August of the respective year. The Member may terminate this Contract without providing reason after 2 calendar years of its duration at the soonest. Should the relevant legal regulation regulate the unilateral termination (In Slovak: "výpoved") of the Contract differently from this Contract, the relevant legal regulation shall supersede this Contract.
4. Either Party may terminate the Contract if the other Party acts in breach of the Contract and has not discontinued the breach or eliminated the consequences thereof despite a written warning. This is without prejudice to the Member's right to terminate the Contract if a breach of PRO obligations under the Waste Law is revealed. PRO may terminate the Contract also on grounds for which it might not conclude an contract on fulfilment of reserved obligations with the Member under the Waste Law.
5. Each Party shall be liable only for the damage they have directly caused on their own part and only up to the amount of the sum of the pecuniary performance which the Member delivers to PRO based on the Contract until the moment of occurrence of the damage.
6. Each Party shall provide to the other Party a reasonable time for remedy before raising claims related to the non-provision of its obligations.

7. In the case of termination of the Contract, the Member shall not be entitled to be refunded the pecuniary performances provided, unless otherwise specified below. In the event of termination of the PRO, the Member is entitled to be returned the pecuniary performances provided by the Member for the period following cancellation or termination of PRO's authorization for performance of activities of the producer responsibility organization which is necessary for performance of this Contract. The manner and procedure of returning of such performances shall not be subject to specific conditions, except for the provisions governing limitations period, restrictions of payment in cash and other relevant regulations.
8. The Parties shall deliver to each other all declarations of will and information related to the Contract, including withdrawal and termination, in writing to the address stated in their introductory specifications, unless otherwise provided below. If either Party needs to have the documents delivered to another address, such address must be notified to the other Party and any documents sent following such notification shall than be delivered by the other Party to this new address. A document sent by one of the Parties to the other Party via registered mail to the address determined in accordance with this paragraph shall be deemed delivered even if it is not received as of the date of the post office having failed to deliver the document.
9. Either Party may communicate with the other Party by electronic means within the scope permitted by the law and such communication shall be equal to written communication with a signature to the extent permitted by the law. The identification code contained in the electronic document is sufficient for the verification of the sender's identity and the authenticity of the document. PRO may deliver a notification to the Member whereby the latter shall be allowed to and/or will be bound to discharge its information duties in accordance with the Contract via electronic means under conditions different from those laid down by relevant regulations.
10. Should any provision of the Contract become invalid or ineffective, such lack of effect shall not affect other provisions hereof and the Contract shall remain in force and effect as a whole. Should such a case occur, the Parties undertake to replace, without delay, the invalid or ineffective provision with a valid and effective one that shall most closely correspond to the original intention of the invalid or ineffective provision. The Parties undertake to follow the same procedure also if it is necessary to bring the Contract in line with relevant amended regulations. Until that time, the laws in force in the Slovak Republic shall apply.
11. The Contract shall be governed by the regulations in force in the Slovak Republic and the Parties have agreed that any disputes related to the Contract shall be settled by courts in the Slovak Republic.
12. The Contract shall be executed in two (2) identical counterparts that shall be deemed originals, of which each Party shall receive one (1). The Parties represent that they have read the Contract, explained it to each other and signed it in order to confirm that it expresses their free and serious will and that it was not executed under duress or unfavourable conditions.

***On behalf of SEWA, a.s.
Ing. Jozef Kozák, Executive Director
PRO***

In Bratislava, on

***On behalf of Fill in the business name
Fill in the first name, surname and title of the person/persons who has/have the right to sign
The Member***

In Fill in, on

Annex No. 1

CONTRACT ON PERFORMANCE OF RESERVED OBLIGATIONS

The Member shall fill in the business name

Registered office: **The Member shall fill in the street, municipality and postal code of the registered**
Entity Identification Number (IČO): **Fill in**, VAT Identification Number (IČ DPH): **Fill in**
Registered in the Commercial Register of the **Fill in** District Court, Section: **Fill in**, File No.: **Fill in**
Represented by: **The Member shall fill in the first name, surname and title of the person/persons**
who has/have the right to sign

Hereby authorises

SEWA, a.s.

Registered office: **Sliačska 1E, 831 02 Bratislava, Slovak Republic**

Company ID No.: **35 942 355**, VAT ID No.: **SK 2022031924**,

Registered in the Commercial Register of **Bratislava III** Municipal Court, Section: **Sa**, File No.: **3625/B**

to perform registration, recording and reporting obligations on its behalf under the Act No. 79/2015 on Waste, as amended, and associated laws, and to represent it before the Ministry of the Environment of the Slovak Republic, District Office and other administrative bodies.

This authorisation remains in force until further notice.

On behalf of Fill in the business name

In Fill in, on

Fill in the first name, surname and title of the person/persons who has/have the right to sign

The Member

The authorisation is accepted

On behalf of SEWA, a.s.

In Bratislava, on

Ing. Jozef Kozák, Executive Director

PRO