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: **Sliačska 1E, 831 02 Bratislava**, **Slovak Republic**
Entity Identification Number (IČO): **35 942 355**, VAT Identification Number (IČ DPH): **SK 2022031924**,
Registered in the Commercial Register of the **Bratislava I** District Court, Section: **Sa**, File No.: **3625/B**
Represented by: **Ing. Jozef Kozák, Executive Director**
(hereinafter as the "**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
the cooperation in the creation, operation and effective functioning of the system of collective management securing the collection, transport and treatment of reserved waste streams of electrical and electronic equipment and membership in the system

ARTICLE I
INTRODUCTORY PROVISIONS

1. In accordance with Act No. 79/2015 Coll. on Waste and on Amendments and Supplements to Certain Acts (hereinafter as the "**Act on Waste**"), the Member is a producer of reserved products, namely of electrical and electronic equipment (hereinafter as the "**EEE**").

2. The task of the PRO is to establish and operate a system of collective management of reserved waste streams of EEE which will secure for the producer of EEE the collection, transport, treatment and other management of waste electrical and electronic equipment (hereinafter as the "**WEEE**"), the fulfilment of information, registration and reporting obligations which producers of EEE are obliged to fulfil as reserved obligations according to §27(6) and related provisions of the Act on Waste and related legal regulations (hereinafter as the "**System of Collective Management**").

3. The PRO and the Member wish to cooperate in the area of collective ensuring of the fulfilment of the reserved obligations in relation to EEE and WEEE.

4. For the purposes of the Contract, the EEE, WEEE, reserved waste stream, reserved obligations, the system of collective management and any other terms defined in the Act on Waste or in related legal regulations shall have the same meaning as provided in the Act on Waste and the related legal regulations.

ARTICLE II
BASIC RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The PRO undertakes to effectively operate the System of Collective Management for the Member and for other persons for whom it secures the collective fulfilment of reserved obligations by means of the System of Collective Management operated by the PRO on the basis of a contract on the fulfilment of reserved obligations concluded with the PRO (hereinafter as the "**members**").

2. The PRO undertakes to ensure for the Member due and timely fulfilment of the reserved obligations relating to EEE and WEEE. The PRO shall provide the above-mentioned services by ordering them from the persons authorised to provide such services (hereinafter as the "**Service Companies**") and, as needed, shall enter into contracts on securing management of the relevant reserved waste streams with municipalities.

3. The PRO may also authorise other producer responsibility organisations to ensure the fulfilment of the reserved obligations in relation to WEEE. However, the PRO shall be responsible to the Member, as if the PRO itself had been performing under the Contract.

4. The PRO undertakes to fulfil the reporting obligations of the Member, which are reserved obligations according to the Act on Waste, in a due and timely manner. The PRO also undertakes to fulfil on behalf of the Member, in a due and timely manner, the obligation to register itself in the Register of Reserved Product Procedures and to notify any changes in the registered data according to §27(4)(a) and related provisions of the Act on Waste, provided that the Member has issued for that purpose the required power of attorney in the wording specified in Annex No. 1 hereto.

5. Within the performance of the Contract, the PRO shall be obliged to act as economically as possible. The PRO shall be entitled to order services within the System of Collective Management only from such Service Companies which will perform their activities in compliance with legal regulations and at the same time, with the legitimate interests of the Member. The Member shall be entitled to control through the PRO the activity of Service Companies during the performance of their activities within the System of Collective Management.

6. The PRO undertakes to keep summary records and also records for individual producers on EEE and WEEE pursuant to the Act on Waste and related legal regulations.

7. The PRO undertakes to enable the Member to inspect the documents related to the securing of the collection, transport and treatment of WEEE within the System of Collective Management.

8. The Member undertakes to provide the PRO with cooperation in order to secure the proper and effective functioning of the System of Collective Management. The Member also undertakes to use the services of the PRO in the scope defined by the Contract.

9. The Member shall be entitled to participate in the meetings of the PRO bodies.

ARTICLE III
COMPENSATION OF COSTS OF THE PRO

1. The Member undertakes to compensate the PRO for the costs used purposefully and demonstrably on the creation, financing and operation of the System of Collective Management and on the fulfilment of the registration and reporting obligations according to the second sentence in Article III(4) hereof.

2. The Member shall be obliged to fulfil his obligation referred to in Article III(1) hereof by paying to the PRO, every calendar quarter, the amount determined as a multiple of the quantity of EEE placed on the market and the recycling fees (rates) specified in Annex No. 2 hereto. The PRO shall be obliged to issue for the Member an invoice for the payment referred to in this Section by the end of the month following after the calendar quarter, which shall be payable within 14 (fourteen) days after the date of

its delivery. The exception is the invoice for the single entry administrative fee according to Article IV hereof which shall be issued by the PRO within 7 (seven) days after the signing of the Contract.

3. If the Member and the PRO agree that the PRO shall also secure the fulfilment of the Member's obligations for the past periods, the Member shall be obliged to make the payment referred to in the first sentence in Article III(2) hereof also for EEE which he placed on the market in the relevant periods, namely on the basis of an invoice and with the agreed deadline. If the extent of the obligations which the PRO shall secure on behalf of the Member according to the first wording of the Act on Waste, in particular, the extent of the obligation to secure the collection, transport and treatment of WEEE specified by the Act on Waste on the basis of the average weight of EEE placed on the market in the 3 (three) preceding years, is considerably higher according to the Act on Waste and related legal regulations than the quantity of EEE placed on the market by the Member for the relevant period, the PRO shall be entitled to request from the Member a corresponding increase of the payment referred to in the first sentence of Article III(2) hereof. If the Member does not accept the request, each Party shall be entitled to withdraw from the Contract.

4. Pursuant to §71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter as the "**VAT Act**"), the Member gives his consent to the PRO to send the invoice according to Article III(2) hereof in electronic form (hereinafter as the "**Electronic Invoice**").

5. The Electronic Invoice meets all the essentials of an invoice pursuant to §74 of the VAT Act and is a full-valued tax document. The Member acknowledges and agrees that the Electronic Invoice replaces an invoice in paper form.

6. The PRO undertakes to send the Electronic Invoice to the Member by means of e-mail to the e-mail address of the person responsible for payment transaction, specified in the Member's electronic registration form which is available at the PRO website www.sewa.sk. The Member undertakes to secure for the entire term of this Contract an access to the e-mail address intended for the delivery of the Electronic Invoice and to update the e-mail address. The Member declares that he has an exclusive access to the e-mail address.

7. The Member shall be obliged to inform the PRO of any change which could influence the delivery of the Electronic Invoice, in particular, change of e-mail address without undue delay.

8. If the Electronic Invoice is not delivered to the Member within the deadline for the issuance of the invoice pursuant to Article III(2) hereof, the Member shall be obliged to inform the PRO thereof without undue delay. If the Member fails to comply with the above-mentioned obligation, the PRO shall not be obliged to demonstrate the dispatch of the Electronic Invoice.

9. The Electronic Invoice shall be deemed to have been delivered and the contents of the Electronic Invoice shall be deemed to have been notified to the Member on the date of its dispatch to the Member's e-mail address.

10. The PRO shall not be liable for any damage, leakage, loss or incompleteness of the data provided in the Electronic Invoice or for any other damage if the damage, loss or incompleteness of data is caused by a communication breakdown in the Internet network or by the reasons on the part of the Member.

11. The PRO reserves the right to issue and deliver, at its own discretion, an invoice for whatsoever period (i) in written form instead of a document in electronic form; or (ii) also in written form in addition to electronic form. In the first of the cases, the invoice shall be deemed to have been delivered on the date of delivery of the written form of the invoice. In the latter case, the invoice shall be deemed to have been delivered depending on which of these events occurs sooner, i.e. either delivery of the Electronic Invoice or delivery of its written form.

12. The above-mentioned provisions of Article III(4) through (11) hereof concerning an Electronic Invoice shall also apply accordingly to an overview of the collection and treatment of WEEE and the share of the Member according to Article V(1) hereof.

13. Without regard to the above mentioned, the provisions of Article VIII(8) and (9) hereof shall apply accordingly to the overview of the collection and treatment of WEEE and the share of the Member according to Article V(1) hereof and to the related expressions of will, information and the delivery service.

ARTICLE IV
ENTRY ADMINISTRATION FEE

In addition to the cost according to the previous Article III hereof, the Member is also obliged to pay the PRO a single entry administrative fee in the amount of EUR 200 (two hundred euros) excluding VAT.

ARTICLE V
NOTIFICATIONS

1. The PRO shall be obliged to notify the Member, without undue delay, of any important facts related to the creation and functioning of the System of Collective Management. The PRO shall be obliged to submit to the Member, in particular, an overview of the collection and treatment of WEEE as the extent of fulfilment of the reserved obligations, which shall also state the share of the collected and treated WEEE falling on the Member according to its share (hereinafter referred to as the "**Member's Share**"). The Member's Share shall be determined according to the quantity of WEEE the collection, transport and treatment the Member shall be obliged to secure according to the Act on Waste and related legal regulations and the total quantity of WEEE the collection, transport and treatment of which shall be secured collectively by all members. The PRO shall submit the overview and shall determine the Member's Share according to the quantities of EEE and WEEE reported by members duly and on time, namely for the entire calendar year, not later than by 31 March of the following year.

2. Not later than as at the signing of the Contract, the Member shall be obliged to submit to the PRO the notifications of data from the records of EEE and WEEE which have been or should have been submitted to the Ministry of Environment of the Slovak Republic (hereinafter as the "**Ministry**") according to the Act on Waste or previous legal regulations for the past 3 (three) calendar years prior to the signing of the Contract.

3. The Member shall be obliged to provide to the PRO, without undue delay, all important information which he has obtained and which relate to the Contract; in particular, the Member shall be obliged
   a) to submit to the PRO a report on EEE and WEEE in the past calendar quarter for the purposes of securing the fulfilment of registration and reporting obligations of the Member within the deadline, scope and structure provided in Annex No. 3 hereto;
   b) to immediately inform the PRO about any changes which the Member is obliged to report to a state authority or specified person according to the Act on Waste;
   c) to immediately inform the PRO about the person who is a producer of EEE according to the Act on Waste and in whose case the Member suspects that the person does not fulfil the obligations in the area of management of EEE and WEEE.

4. The Member undertakes to immediately allow the PRO, at the latter's request, to inspect his documents and records in the scope necessary to verify the correctness and veracity of the data referred to in Article V(2) and (3) hereof.

5. If the Member fails to report to the PRO the data according to Annex No. 3 hereto in a due and timely manner even after having been called by the PRO to do so, the quantity of EEE placed on the market may be determined according to the estimation of the PRO for the purposes of determination of the extent of obligations which the PRO shall secure on behalf of the Member, in particular, the extent of the obligation to secure the collection, transport and treatment of WEEE, the determination of the Member's Share and the calculation of the amount of compensation according to Article III hereof.

6. If the Member fails to report to the PRO the data according to Annex No. 3 hereto even after having been called by the PRO to do so, the PRO shall be entitled to be paid a contractual penalty up to the amount of EUR 3,320 (three thousand three hundred and twenty euro). That shall be without prejudice to the entitlement of the PRO to be compensated for damage in excess of the claimed contractual penalty.

ARTICLE VI
CONFIDENTIALITY

Each Party shall be obliged to maintain confidentiality 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 of the Contract, in particular, if it concerns the data referred to in Article V(2) and (3) hereof (hereinafter as the "**Protected Information**"). The Party may not disclose the Protected Information to third parties, except as provided for in Article II(4) hereof, not even to other members of the System of Collective Management operated by the PRO, nor may the Party use such information in any other manner than envisaged by the Contract.

ARTICLE VII
GENERAL PROVISIONS

1. The Parties shall fully cooperate as necessary within the performance of the Contract.

2. The PRO may conclude a contract with the persons that are about to become members solely under the same terms and conditions as with the Member.

3. The Member may be a member of another system of collective management not operated by the PRO solely on the basis of an agreement with the PRO. The same shall also apply to the conclusion of contracts on the provision of services of collection, transport and treatment or any other management of WEEE between the Member and a third party.

4. No Party grants the other Party, on the basis of this Contract, any right to use the business name or trademarks or other identification owned or used by the first Party, except as provided in this Article VII.

5. The PRO grants the Member the right to use the name SEWA and the business name of the PRO worldwide during the term of this Contract, however, solely for the purpose of informing third parties of the participation of the Member in the System of Collective Management.

6. The Member grants the PRO the right to use the business name of the Member worldwide during the term of this Contract, however, solely for the purpose of informing third parties of the participation of the Member in the System of Collective Management.

ARTICLE VIII
FINAL PROVISIONS

1. The Annexes mentioned herein form part of the contents of this Contract. The Annexes were submitted to the Member prior to the signing of the Contract, the Member is familiar with and agrees with the Annexes, in witness whereof he puts down his signature hereunto. The Annexes are available to the Member and also to other members of the System of Collective Management on the PRO website www.sewa.sk. Therefore, they are not physically attached to the Contract and signed together with the Contract. The Contract may only be modified or amended according to the needs defined by the PRO and the Member after their mutual agreement. The modifications and amendments have to be made in

the form of a written amendment, otherwise they shall be invalid. Annexes 2 and 3 may amended by the PRO also by means of a notification to the Member in the case that the 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 RPO 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 its signing by both Parties and shall take effect since **1st January 2026.**

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 if the Party delivers the notice of termination to the other Party not later than by 30 September and the Member must demonstrably send the notice to the PRO no later than 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 of the Parties may withdraw from the Contract if the other Party breaches the Contract and in spite of a written notification of the breach of the Contract fails to discontinue the breach hereof or to remove the consequences thereof. That shall be without prejudice to the right of the Member to terminate this Contract if he detects any breach of the PRO obligations according to the Act on Waste. The PRO may withdraw from this Contract also for the reasons for which it would not have to, according to the Act on Waste, enter into a contract on the fulfilment of reserved obligations with the Member.

5. 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 pecuniary performances paid by the Member to the PRO on the basis of the Contract until the moment of origin of the damage.

6. 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.

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 expressions of their will and information related to the Contract in writing, including notice of withdrawal and termination, to the address referred to in the heading hereof, unless otherwise provided for in the following Section. 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 Section shall be deemed to have been delivered also in the 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.

9. Each Party shall be entitled to communicate with the other Party via electronic means to the extent permitted by legal regulations and such communication shall be equivalent to the signed

communication in writing to the extent permitted by the law. The identification code contained in an electronic document is sufficient for the verification of the sender's identity and the document's authenticity. The PRO may by a notification delivered to the Member also allow the Member to meet his information obligations hereunder via electronic means under the terms and conditions different from the ones laid down by legal regulations

10. If any of the provisions of the Contract becomes invalid or ineffective, such invalidity shall not affect other provisions hereof and the Contract as a whole shall remain valid and effective. For such a case, the Parties undertake to immediately replace the invalid or ineffective provision with a valid and effective one, which will correspond to the original purpose of the invalid or ineffective provision the best. The Parties undertake to follow the same procedure if it becomes necessary to adapt the Contract to any change of the relevant legal regulations. Until that time, the corresponding regulation contained in the legal regulations valid in the Slovak Republic shall apply.

11. The Contract shall be governed by the legal regulations valid in the Slovak Republic and the Parties have agreed that any disputes related to the Contract shall be settled by the competent Slovak courts.

12. The Contract has been executed in two (2) identical counterparts that shall be deemed originals, of which each Party shall receive one (1) counterpart. The Parties have read the Contract, explained it to each other and have hereunto put down their signatures in order to confirm that the Contract expresses their free and sincere will and has not been executed under duress or unfavourable conditions.

On behalf of SEWA, a.s. ***In Bratislava, on***
Ing. Jozef Kozák, Executive Director
The PRO

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

Annex 1

CONTRACT ON FULFILMENT 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**
Entity Identification Number (IČO): **35 942 355**, VAT Identification Number (IČ DPH): **SK 2022031924**
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to act on its behalf in fulfilling the registration, evidence and reporting obligations under the Act No. 79/2015 Coll. on Waste and on Amendments and Supplementation of Certain Acts and Related Regulations, and to act as its representative for this purpose in the contact with the Ministry of Environment of the Slovak Republic, district offices and other administrative bodies.

This Power of Attorney is valid until withdrawal.

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

This Power of Attorney is accepted by

On behalf of SEWA, a.s. ***In Bratislava, on***
Ing. Jozef Kozák, Executive Director
The PRO