

Name:

Co. Reg.(IČO):
Tax Reg.(DIČ):
VAT Reg.(IČ DPH):
Registered office at:
Registered in the Commercial Register maintained at:
Represented by:
Bank details:
IBAN:
E-mail address:

(the "producer of batteries and accumulators" or the "producer")

and

Name: ASEKOL SK s.r.o.

Co. Reg.: 45 602 689
Tax Reg.: 2023076594
VAT Reg.: SK2023076594
Registered office at: Lamačská cesta 45, 841 03 Bratislava
Registered in the Commercial Register maintained at the Municipal Court Bratislava III
Section: Sro
Insert No.: 66339/B
Represented by: Mgr. Ronald Blaho, Executive Director
Bank details: Československá obchodná banka a. s., bank account No.: 25784753/7500
E-mail address: info@asekol.sk
IBAN: SK507500000000025784753

**(the "producer responsibility organization" or the "PRO" or "ASEKOL SK s.r.o." or the "operator")
(the producer and the operator collectively referred to as the "parties")**

enter into, under Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**") and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "**Act**")

on the day, month and year specified below, freely, seriously, certainly and comprehensibly, free of any factual or legal errors, not under duress or evidently disadvantageous conditions, and upon full agreement with the facts mentioned below, this

**Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators
(the "Agreement")**

Agreement identification number is: (to be added by the operator)

Producer's registration number is: (to be added by the operator)

PART I

Article I

Recitals

1. For the purposes of this Agreement, the following definitions shall apply:

Battery or accumulator means a source of electrical energy generated by direct conversion of chemical energy and consisting of one or more primary battery cells (non-rechargeable) or consisting of one or more secondary battery cells (rechargeable); if batteries and accumulators, or only batteries or only accumulators, are mentioned herein, such batteries and accumulators shall always mean the batteries and accumulators pursuant to the definition set out in Section 42(3) and (4) of the Act.

Commercial Code means Act No. 513/1991 Coll., the Commercial Code, as amended.

Recycling Contribution means a financial sum paid by the producer to the operator under this Agreement. A Recycling Contribution amount is set by the operator for one kilogramme of batteries and accumulators placed by the producer on the market in the Slovak Republic, which is intended for ensuring the operation and financing of the collection, take-back, treatment and recycling of spent batteries or accumulators, and ensuring the performance of other specified obligations of the producer by the operator under the Act and this Agreement.

Producer responsibility organization or **PRO** or **operator** or **ASEKOL SK** means **ASEKOL SK s.r.o.**, which, as of the signing date of this Agreement, performs the compliance scheme activities for the producer under the Original Act, and which, from 1 July 2016, will be ensuring for the producer by this Agreement the performance of the specified obligations of the producer of batteries and accumulators under the Act, through the activities of the producer responsibility organization established under Section 28 of the Act in connection with Section 135(23), (24) and (25) of the Act. The take-back of spent portable batteries and accumulators is ensured by the single network of take-back points within the territory of the Slovak Republic.

Spent battery or accumulator means a battery or accumulator that is waste under Section 2(1) of the Act.

Portable battery or accumulator means a battery, button cell, battery pack or accumulator that is hermetically sealed, can be hand-carried, and is neither an industrial battery or accumulator nor an automotive battery or accumulator.

Automotive battery or accumulator means a battery or accumulator used for automotive starter, lighting or ignition power of vehicle and illumination thereof.

Industrial battery or accumulator means a battery or accumulator designed for exclusively industrial or professional uses or used in electrically powered vehicles.

Placing on the market means supplying or making batteries and accumulators available to another person, whether in return for payment or free of charge, in the Slovak Republic.

Producer of batteries and accumulators means a person who, in the context of his business activity, irrespective of the selling technique used, including sales on the basis of distance contracts, places batteries and accumulators manufactured within the territory of the Slovak Republic or obtained from abroad, including batteries and accumulators incorporated into appliances or vehicles, on the market for the first time.

Distributor of batteries and accumulators means a person that provides batteries and accumulators to an end-user in the context of his business activity. A distributor of batteries and accumulators, if it concludes this Agreement with the operator, then for purposes of this Agreement such a distributor shall be considered to be the producer.

Trustee means a person authorised by the operator in writing to verify whether the data on types, categories, quantities of batteries and accumulators placed by the producer on the market in the Slovak Republic are true and complete, and whether further specified obligations of the producer of batteries and accumulators stipulated in this Agreement and/or the Act or the Implementing Regulations are performed, if an audit is conducted under the Agreement and the GBT. The Trustee shall be contractually bound by the operator to keep and treat the data and/or information provided by the producer of batteries and accumulators confidential. Under this Agreement or the GBT, the Trustee shall be designated by the operator.

General Business Terms (GBT) means the PRO's general business terms which are issued by the operator and which form inseparable Annex No. 3 hereto.

Ministry means the Ministry of the Environment of the Slovak Republic or the Ministry of the Environment of the SR.

Register of producers of specified products means the register of the producers of specified products (batteries and accumulators), which is maintained and updated by the Ministry under the Act.

Implementing Regulations means all generally binding legal regulations issued under the Act, specifically the following regulations: (i) Decree No. 365/2015 Coll., laying down the waste catalogue, (ii) Decree No. 366/2015 Coll. on the record-keeping and notification obligations, (iii) Decree No. 370/2015 Coll. on tariff rates for calculation of contributions to the Recycling Fund, on the list of products, materials and equipment, for which a contribution is required to be paid to the Recycling Fund, and on the details of an application form concerning a financial contribution granted by the Recycling Fund, (iv) Decree No. 371/2015 Coll., implementing certain provisions of the Act on Waste, (v) Decree No. 372/2015 Coll. on land-filling and temporary storage of metallic mercury, (vi) Decree No. 373/2015 Coll. on extended responsibility of producers of specified products and on management of specified waste streams.

Original Implementing Regulations means all generally binding legal regulations issued under the Original Act.

Other terms set out in this Agreement shall be construed in accordance with the Act and the Implementing Regulations.

SR means the Slovak Republic.

Agreement means the agreement on the performance of the specified obligations of the producer of batteries and accumulators by the operator, which is concluded under Section 269(2) of the Commercial Code and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of the Act, and which fully supersedes all existing agreements or arrangements concluded between the producer and the operator concerning ensuring the collective performance of obligations of the producer of batteries and accumulators under the Original Act.

Act means Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

Original Act means Act No. 223/2001 Coll. on Waste and on the Amendment and Supplement to Certain Laws, as amended.

2. The producer and the operator conclude this Agreement with the aim of ensuring collective performance of the specified obligations of the producer (as the producer of batteries and accumulators) under the Act, in particular, ensuring performance of the producer's obligations specified for the collection, take-back, treatment and recycling of spent batteries and accumulators, as well as ensuring performance of other obligations of the producer of batteries and accumulators under the Act.

3. The operator shall ensure the collective performance in cooperation with municipalities within the territory of the Slovak Republic, with distributors and other persons who perform or ensure the collection, take-back, treatment and recycling of spent batteries and accumulators within the PRO's collective compliance system operated by the operator. The collective compliance system also includes the producers as the contractual clients of the operator whose aim is to duly perform the specified obligations of the producers in accordance with the Act and this Agreement.

Article II

Subject Matter of the Agreement

1. By this Agreement, the operator undertakes to perform for the producer the specified obligations of the producer of batteries and accumulators under the Act and the Implementing Regulations, and the producer undertakes to pay the operator a consideration (i.e. the Recycling Contribution, the system charge, the charge for the authorised representative's services) under the terms and conditions set out in this Agreement. By this Agreement, the operator as a compliance scheme established and existing under the Original Act shall ensure, until 30 June 2016, the collective performance of obligations for the producer of batteries and accumulators under the Original Act and the Original Implementing Regulations, as well as under the Act and the Implementing Regulations, and the operator as the PRO shall ensure, from 01 July 2016, performance of the specified obligations for the producer as the PRO under the Act.

2. The Agreement shall apply to batteries and accumulators pursuant to Section 42(3) and (4) of the Act. The parties have agreed that ensuring collective performance of the specified obligations of the producer of batteries and accumulators under Article II Section 1 of the Agreement shall apply to the types of batteries and accumulators set out in Annex No. 1a hereto.

PART II

Article III

Obligations of the Operator

1. The operator shall be obliged:

a) to ensure fulfilment of the specified obligations of the producer of batteries and accumulators under Part Four Subpart One of the Act and under Part Four Subpart Three of the Act, and to ensure proper and timely performance of the information, registration, reporting, record-keeping, notification and/or any other obligations for the producer of a specified product (as the producer of batteries and accumulators) before any public authorities or public entities under the Act and the Implementing Regulations, and also to perform other obligations stipulated herein;

b) to apply to the Ministry of the Environment of the SR for registration of the producer in the Register of producers of specified products (batteries and accumulators) pursuant to Section 30 of the Act, if the producer is not registered, as of the signing date of this Agreement, in the Register of producers of specified products (batteries and accumulators); also to update such data on the producer in the Register of producers of specified products (batteries and accumulators) based on a producer's written notice of change in such data;

c) to apply for registration of the producer in the Recycling Fund pursuant to Section 125(5) of the Act and update such data on the producer based on a producer's written notice of change in such data;

d) to perform obligations for the producer under Section 125(6) of the Act, specifically (i) to keep and store records of production volume, cross-border transport from another Member State to the SR, import, cross-border transport to another Member State from the SR and export of the producer's batteries and accumulators, and (ii) to notify respective data from the producer's records, on a quarterly basis, to the Recycling Fund and a competent public waste management authority, all this provided that the producer notifies (provides) such data to the operator in writing;

e) to keep records for the producer and notify respective data from the producer's records, Records and Notification of Batteries and Accumulators and on Management of Spent Batteries and Accumulators, for the preceding calendar year, to the Ministry of the Environment of the SR by 28 February of the following year under Section 27(4)(h) of the Act and under Section 13 and under Annex No. 14 to Decree No. 366/2015 Coll. on Record-Keeping and Notification Obligations, and store such data from records and notifications for a period of 5 years in a paper or an electronic form, subject to cumulative fulfilment of the following two conditions: (i) the Agreement must be in force and effect and, at the same time, (ii) the producer must notify (provide) such data to the operator in writing;

f) to send to the producer a Certificate of membership of the collective compliance scheme, ASEKOL SK, for batteries and accumulators, or a Confirmation of membership of the PRO operated by ASEKOL SK s.r.o., within 30 days of the effective date of the Agreement. The certificate serves for the producer for declaring towards third parties that the producer has joined the compliance scheme, ASEKOL SK, or the PRO's system operated by ASEKOL SK s.r.o.;

g) to advise the producer, upon its request, on the Act, primarily from the aspect of terms and conditions of placing batteries and accumulators on the market in the SR and on the marking scheme of batteries and accumulators, through seminars, informative publications and, in exceptional cases (always only at the producer's request), ad hoc consultations;

h) to inform the producer on a change in a decision involving the authorisation to operate a compliance scheme or pursue the PRO's activities by a notice published on the operator's website;

i) to publish data on the results on the compliance scheme, ASEKOL SK s.r.o., or the results of the PRO in form of a Report on activity pursuant to the Act via the operator's information system; at the producer's request, the operator shall provide the producer with aggregate anonymised data on quantities of batteries placed on the market by all of the operator's contractual clients.

2. The operator shall be obliged to ensure take-back points at all distributors of batteries and accumulators, who put into circulation the batteries and accumulators demonstrably placed on the market by the producer, and who are obliged to take back, at their operations, batteries or accumulators under Part Four Subpart Three of the Act, provided that they request the operator for it either directly or through the producer. Ensuring take-back points of spent batteries and accumulators means supplying collection boxes for spent batteries and accumulators; providing stickers to label individual stores; giving practical and safety instructions to the distributors; and ensuring removal of collected spent batteries and accumulators. The operator shall be obliged to ensure a take-back point within one month of receiving the producer's written request for doing so.
3. The operator shall be obliged to ensure take-back points accordingly under Section 2 above directly at the producer or its distributors or other end users, if the producer asks the operator to do so and if ensuring such take-back points is in the interest of complying with the terms and conditions stipulated for take-back under Part Four Subpart Three of the Act and in accordance with the principle of cost-efficiency of spending funds by the operator within the PRO's activity.
4. The producer expressly acknowledges that the producer itself shall be responsible for the fulfilment of the specified obligations set out in Section 27(4)(e) of the Act (i.e. for ensuring meeting objectives set out in Annex No. 3 to the Act) and (g) of the Act (i.e. for ensuring recovery and recycling of a specified waste stream at least at the levels of binding objectives and limits for recovery and recycling of a specified waste stream, set out in Annex No. 3 to the Act) pursuant to Section 27(11) of the Act.
5. The operator shall ensure performance of obligations of the collection, take-back, treatment and recycling of spent batteries and accumulators, and performance of other specified obligations of the producer of batteries and accumulators under the Act collectively and overall for all producers of batteries and accumulators that are involved, until 30 June 2016, in the compliance scheme, ASEKOL SK, or that are (will be) involved, from 01 July 2016, in the PRO's system operated by the operator. The operator shall prove that a level of ensuring the collection, take-back, treatment and recycling of spent batteries and accumulators stipulated in the Act has been achieved collectively for all batteries and accumulators placed on the market in the SR by the producers with whom the operator is in a contractual relationship.
6. The operator shall be obliged to deliver to the Ministry, not later than 31 July of a calendar year, for the preceding year, a written report under Section 28(4)(n) of the Act. The operator shall also be obliged to publish, under Section 28(10) in connection with Section 28(4)(p) of the Act, selected parts from such a written report, to the extent of data stipulated under the Act, on its website www.asekol.sk.
7. The operator undertakes to issue to the producer, after the end of a calendar year, not later than 31 March of the following calendar year, a confirmation of the extent of fulfilment of the producer's specified obligations set out in this Agreement and under the Act, for the preceding calendar year. In this confirmation, the operator shall specify to the producer, whom it represents under this Agreement, the data on the extent of performance of the producer's specified obligations under Section 27(4)(e) and (g) of the Act, which the operator as the PRO performed for the producer in the preceding calendar year under this Agreement.
8. The operator undertakes to provide services to the producer that uses the operator as a producer responsibility organization under non-discriminatory conditions.
9. The operator shall be obliged to keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally binding legal regulation does not allow it to do so. The operator shall be responsible that also the Trustee shall keep confidentiality and protect information it will obtain in connection with this Agreement, except the cases where the Act or another generally binding legal regulation does not allow it to do so.
10. The operator shall be obliged to maintain, for the term of this Agreement, its website and to operate and take care of its proper and reliable working (the current address of the website is www.asekol.sk).
11. The operator shall be obliged to notify, for the producer, a coordination centre, in accordance with the Act, of fulfilling the objective of collection set out in Annex No. 3 for a respective calendar year.
12. The producer whose registered office or place of business is not in the territory of the SR may appoint the operator as an authorised representative under Section 27(4)(b) of the Act in conjunction with Section 27(18), (19) and (20) of the Act, whereas the operator shall provide the producer with maximum assistance.

Article IV

Obligations of the Producer

1. The producer shall be obliged:
 - a) to pay the operator the Recycling Contribution, the system charge or the charge for the authorised representative's services under the Agreement for ensuring the collective performance of the specified obligations for the producer of batteries and accumulators under the Act and under this Agreement;
 - b) to keep, in a proper and demonstrable manner, continuously true and complete records of all batteries and accumulators which it places on the market in the Slovak Republic in accordance with the Act, the Implementing Regulations, and this Agreement. The records must be demonstrable, including, but not limited to, in relation to the producer's bookkeeping and stock records of the producer's batteries and accumulators, and must be archived by the producer for the entire term of the Agreement for a period of 5 (to wit: five) calendar years of the cancellation of this Agreement;
 - c) to suffer and allow the operator to conduct an audit in accordance with the GBT and provide an auditor designated by the operator or also the operator (the Trustee) with all data relating to batteries and accumulators placed by the producer on the market in the SR (except the data that are not decisive for the calculation of the Recycling Contribution) and provide the operator or the auditor with necessary and required assistance;

d) to provide the operator with assistance necessary to consummate this Agreement and fulfil all of the producer's specified obligations under the Act and the Implementing Regulations;

e) to notify the operator in writing of any change in its data that are specified in the heading (introductory part) of this Agreement, within 14 calendar days of a change in such data; in the case of a failure to fulfil this obligation the producer shall be obliged to compensate the operator for all costs incurred by the operator in relation thereto and for any damage the operator will suffer or has suffered as a result thereof;

2. The producer undertakes to provide the operator, on a quarterly basis, in the form of a statement on batteries and accumulators (a "**Statement**"), with true, accurate and complete data on the quantities (weights in kilograms) of all batteries and accumulators by individual types it has placed on the market in the Slovak Republic in a respective calendar quarter. The scope, structure and method of providing data (including the form of a Statement) are specified in Annex No. 1b to the Agreement.

3. The producer shall be obliged to submit a regular Statement to the operator always not later than 14 calendar days of the end date of a respective calendar quarter for which data are provided. For a period of delay by the producer in submitting the Statement the operator shall not be in delay in performing its obligations under this Agreement to the producer.

4. If the producer fails to provide the operator a regular Statement within 14 calendar days of the end date of a respective calendar quarter for which data are provided, the parties have agreed that in such a case the operator shall not submit for the producer an additional corrective notification pursuant to the Act and the Implementing Regulations, to neither the Ministry of the Environment of the SR nor the Recycling Fund, and in such a case the parties have agreed that the producer alone shall submit the corrective notification pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund. The preceding sentence shall not apply to cases where the producer submits duly and timely to the operator a regular Statement under Article III Section 3 hereof, and subsequently the producer submits duly and timely to the operator a corrective Statement, and in such a case the operator shall submit for the producer the corrective Statement pursuant to the Act and the Implementing Regulations to both the Ministry of the Environment of the SR and the Recycling Fund.

5. The operator shall be entitled to unilaterally amend Annex No. 1b to the Agreement (the scope, structure and/or method of providing data – a Statement). The operator shall be obliged to notify the producer of such a change in writing or by e-mail. The producer shall be obliged to provide the operator with data by submitting a new Statement from 1st day of a calendar quarter specified in the notice of change, however, not earlier than from 1st day of a calendar quarter in which the change in the Statement was notified to the producer. If an amendment to Annex No. 1b materially affects the producer's rights, with respect to an amendment to Annex No. 1b the operator shall be obliged to proceed accordingly as with an amendment to the GBT.

6. The producer undertakes to join the information system operated by the producer responsibility organization, ASEKOL SK, and inform end users, in particular, in accompanying documents to batteries and accumulators supplied to the market in the Slovak Republic, or in other appropriate and sufficient manner, about its membership of the producer responsibility organization, ASEKOL SK, about take-back points of spent batteries and accumulators, a requirement that batteries and accumulators are not removed together with mixed municipal waste, treatment of spent batteries and accumulators, recycling of spent batteries and accumulators, and potential harmful impacts of hazardous substances contained in batteries and accumulators on the environment and human health, and other facts pursuant to the Act. The producer shall be obliged to post on its website, if any, a reference to the operator's website.

7. The producer shall be obliged to perform, toward the operator and the producer responsibility organization, all of the producer's obligations laid down in the Act and/or the Implementing Regulations, primarily the producer's obligations laid down in Section 27(12) of the Act; at the same time, the producer shall be obliged to notify and provide the operator with all data, information and documents necessary for performance of the producer's obligations laid down in Sections 45, 46, 47 and 48 of the Act, which are performed by the operator for the producer, provided that the producer notifies and provides the operator with all data, information and documents necessary for performance of the producer's obligations laid down in Section 45, Sections 46, 47 and 48 of the Act.

8. The producer undertakes to provide the operator with all information and/or documents necessary for treatment of spent batteries and accumulators, primarily data under Section 27(4) (c) of the Act and under Section 45(1)(d) of the Act, primarily data on chemical composition and data on material composition of batteries and accumulators in order to determine a technological procedure and a technical procedure of their treatment and recycling.

9. The producer whose registered office or place of business is not in the territory of the Slovak Republic shall be entitled to grant the operator as a proxy a written power of attorney under, to the extent and in the manner set out in Section 27(18), (19) and (20) of the Act.

10. For the purpose of performing this Agreement and for the purpose of performing the producer's specified obligations under the Act, the producer undertakes to conclude with the operator the agreement on a power of attorney which is attached as Annex No. 4 hereto.

PART III

Contributing to the PRO's System Operated by ASEKOL SK – Operator's Fee

Article V

Method of Contributing to the PRO's System and Operator's Fee

1. The operator's fee under this Agreement to be received from the producer for performance of the subject matter of this Agreement shall consist of the Recycling Contribution, the system charge, and the charge for the authorised representative's services.

2. The producer shall contribute to the compliance scheme (until 30 June 2016) and from 01 July 2016 to the PRO's system in form of the Recycling Contribution intended primarily for the financing of the collection, take-back, treatment and recycling of spent batteries or accumulators, including the financing of information campaigns for consumers or end users, and for performance of further specified obligations of the producer of batteries or accumulators under the Act by the operator under this Agreement and the Act.
3. The Recycling Contributions amounts are set in a contributions tariff issued by the operator (the "**Contributions Tariff**"), which is attached as Annex No. 2 hereto. The Contributions Tariff contains unit rates of the Recycling Contributions, separately for each type of batteries or accumulators, and also contains the specification of a system charge amount and the specification of an amount of the charge for the authorised representative's services.
4. The operator shall be obliged to evaluate and assess, at least once a year, the Recycling Contributions amounts, primarily from the aspect of achieved and anticipated costs associated with operating the compliance scheme until 30 June 2016 and, from 01 July 2016, the producer responsibility organization, from the aspect of quantities of batteries or accumulators placed on the market, producers' statutory obligations and changes thereto, as well as from the aspect of expected trends in the sales market of batteries or accumulators and the secondary raw material market, and where a change in the Recycling Contributions amounts is needed, to proceed under Article VII hereof.
5. The system charge is set in the operator's Contributions Tariff listed in Annex No. 2 hereto as an annual lump sum. A system charge amount for a respective quarter shall be set as one fourth of the annual amount of the system charge. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the system charge it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.
6. The charge for the authorised representative's services is set in the operator's Contributions Tariff listed in Annex No. 2 hereto as an annual lump sum. The amount of the charge for the authorised representative's services for a respective quarter shall be set as one fourth of the annual amount of the charge for the authorised representative's services. The VAT in the statutory amount under the valid and effective VAT Act shall be added to this sum. If, in a certain quarter, the Agreement was in force and effect only during a part of such a quarter, for the purposes of calculating the charge for the authorised representative's services it shall be proceeded as if the Agreement were in force and effect during such an entire quarter.

Article VI

Recycling Contribution

1. A Recycling Contribution amount shall be calculated according to the Contributions Tariff using a procedure provided for in this Article of the Agreement.
2. A Recycling Contribution amount shall be set according to the Contributions Tariff and according to the total number of batteries and accumulators placed on the market in the SR by the producer in a respective calendar quarter, at each time in such a manner that a respective item of the Contributions Tariff shall be multiplied by the respective quantity of batteries and accumulators placed on the market (in kilograms) in the SR.
3. The maturity of the Recycling Contribution and its payment terms are provided for in detail in the GBT.

Article VII

Recycling Contribution Change

1. The operator shall be entitled to send the producer, in writing or by e-mail, a notice of change in the Contributions Tariff not earlier than for a next calendar quarter (whereas the notice must be sent at least one month prior to the start of the calendar quarter from which the new Contributions Tariff is to be applicable). The notice shall be deemed to be a proposed change in the Contributions Tariff and must specify the quarter from which such a change is to occur.
2. In case of receipt of the operator's notice under Section 1 above the producer shall be entitled to withdraw from this Agreement in writing. Withdrawal from the Agreement constitutes the only instrument, agreed upon by the parties, to express disagreement with a proposed change in the Contributions Tariff. The producer may exercise the right to withdraw from the Agreement only within 5 (to wit: five) days of the delivery date of the withdrawal notice specifying an express reference to Article VII of the Agreement and a specific reference to a respective clause of the GBT. If withdrawal is not in writing, or does not contain an express reference to Article VII of the Agreement and a specific reference to a respective clause of the GBT, or is delivered to the operator upon lapse of a five-day period, the parties have agreed that such a withdrawal from the Agreement shall be deemed to be invalid.
3. If the producer withdraws from the Agreement using a procedure under the preceding Section, the Agreement shall cease to exist as of the day immediately preceding the calendar quarter from which the new Contributions Tariff was to be applicable.
4. If the producer, after receiving the operator's notice under Section 1 above, does not withdraw using a procedure under Section 2 above, it shall be understood that the producer has accepted a proposed change in the Contributions Tariff and thus expressed his will to accept it, and that the producer undertakes to pay the operator the Recycling Contributions under the changed Contributions Tariff which becomes binding for both parties. This shall also apply in case the producer pays the Recycling

Contribution calculated according to the changed Contributions Tariff, or takes toward the operator another legal act constituting acceptance of a proposed change in the Contributions Tariff.

PART IV

GENERAL AND FINAL PROVISIONS

Article VIII

Term and Termination

1. This Agreement is concluded for a definite period of time during which ASEKOL SK holds an authorization for the performance of activity of the responsible producers' organization. The events of withdrawal from the Agreement and further reasons for termination of the Agreement are provided for in detail in the GBT, unless otherwise provided in this Agreement.
2. This Agreement becomes valid and effective on the date when signed by both parties. The Agreement shall also apply to all batteries and accumulators placed by the producer on the market in the SR or put into circulation in the SR from the first day of the calendar year in which the Agreement became effective, and to the rights, obligations and acts of the parties arisen (occurred) thereafter.
3. As of the effective date of this Agreement, this Agreement fully supersedes all oral, written or implied arrangements between the operator and the producer, or any previous agreements or arrangements concluded between the operator and the producer, the subject matter of which is ensuring the take-back of spent batteries and accumulators, or performance of obligations of the producer of batteries and accumulators under the Original Act in relation to batteries and accumulators. If this Agreement becomes effective as of a day other than the first day of a calendar year, it shall be proceeded under this Agreement, in relation to all batteries and accumulators placed by the producer on the market in the SR or put into circulation in the SR, from the first day of the calendar year in which the Agreement became effective.
4. A party may terminate this Agreement by written notice also without giving a reason, at each time as at 31 December of a calendar year, and such a written notice must be delivered to the other party not later than at 20 August of a calendar year. Termination notice according to the previous sentence of the Agreement may be performed for the first time after the expiration of two calendar years from the conclusion of this Agreement
5. In addition to the termination under Article VIII Section 4 hereof, the producer shall also be entitled to terminate this Agreement on the grounds, under the conditions and in the manner laid down in Section 27(14)(a) of the Act.

Article IX

Final Provisions

1. This Agreement has been executed in 2 (to wit: two) counterparts, of which each party shall receive 1 (to wit: one) counterpart after the signing of this Agreement. If the Agreement is made also in English, both Slovak and English version shall be deemed original. In case of any inconsistency between the two language versions, the Slovak version shall prevail.
2. The General Business Terms (the "GBT"), issued by the operator, form an inseparable part of this Agreement. The producer expressly, irrevocably and bindingly declares and acknowledges by its signature that prior to concluding this Agreement it acquainted itself in detail and thoroughly with the GBT valid at the time when this Agreement was signed, and undertakes to comply with the GBT and any amendments thereto made in a manner and on the terms and conditions stipulated therein.
3. By signing this Agreement, the natural persons who conclude this Agreement on behalf of individual parties acknowledge that they are authorised to validly conclude this Agreement on behalf of a party for which they sign this Agreement.
4. This Agreement may only be amended (except amendments under Article IV Section 4 hereof and under Article VII Section 1 hereof, and with exceptions set out in the GBT), supplemented and/or cancelled and/or terminated by notice and/or withdrawn in writing. A written form is also required with respect to legal acts leading to the waiver of a requirement for a written form.
5. This Agreement shall be governed by the laws of the Slovak Republic, in particular the Act, the Implementing Regulations, the Original Act, the Original Implementing Regulations, and the Commercial Code.
6. If any provision of this Agreement becomes invalid, ineffective and/or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement, unless the nature of the Agreement, its content or the circumstances under which the Agreement has been concluded imply that such a provision may not be separated from the remaining provisions of the Agreement. If any provision of this Agreement becomes invalid, ineffective and/or unenforceable and such a provision may be separated from the remaining provisions of the Agreement, the parties undertake to replace without delay such a provision with a new provision with the same or similar effect. If there is any amendment to the legislation (in particular, to the Act or the Implementing Regulations) and such an amendment requires an amendment to this Agreement, the parties undertake to harmonise this Agreement with the amended legislation not later than one month of the effective date of such an amendment.
7. If a party does not exercise any right it has under or in connection with this Agreement, this shall not be construed as a waiver or renunciation of such a right by such a party.
8. All disputes arisen and/or relating to and/or connected with this Agreement, as well as all legal relations resulting from and/or relating to and/or concerning and/or connected with this Agreement shall be resolved by the general courts of the Slovak Republic.
9. This Agreement shall also be binding on the legal successors of the parties in full.

10. The rights and/or obligations resulting from and/or relating to this Agreement, as well as non-monetary receivables resulting from this Agreement may be transferred and/or assigned to third parties only with the prior written consent of the other party. Similarly, a party's obligations resulting from and/or relating to this Agreement may only be assumed with the prior written consent of the other party. The operator shall be entitled to assign the monetary receivables it has against the producer under this Agreement to any third party also without the written consent of the producer. The producer shall be entitled to assign the monetary receivables it has against the operator under this Agreement to any third party also without the written consent of the operator.

11. This Agreement fully supersedes and cancels all prior (written, oral or implied) agreements or arrangements concluded between the parties for the purposes of ensuring the collective performance under the Original Act.

12. The parties represent that they have read this Agreement, including all Annexes thereto, and the GBT carefully and in detail prior to the signing of this Agreement, understood the Agreement and all of its individual provisions and terms used, and agree with its entire content which expresses their real, true, comprehensible, certain and free will, and in witness whereof they attach their signatures below.

13. The parties have agreed that the operator shall be entitled to process personal data involving the producer or relating to the producer regarding this Agreement under Act No. 122/2013 Coll. on Personal Data Protection, as amended, to the extent strictly necessary to perform the specified obligations for the producer by the operator under the Act, for an indefinite period of time.

14. The parties bindingly and irrevocably represent to each other that they are not aware of any circumstance that would cause the invalidity and/or ineffectiveness and/or unenforceability of any provision of this Agreement or part thereof, and that the persons acting as the statutory representatives of both parties have full legal capacity, and with respect to them there is no legal impediment for which or in connection therewith the statutory representatives of both parties would not be authorised to execute and conclude this Agreement.

15. The following annexes form an inseparable part of this Agreement:

Annex No. 1a: Types of Batteries and Accumulators (including brand names)

Annex No. 1b: Scope, Structure and Method of Providing Data (including Statement)

Annex No. 2: Contributions Tariff

Annex No. 3: GBT

Annex No. 4: Agreement on Power of Attorney

For the producer:

For the operator:

In _____ on _____

In _____ on _____

ASEKOL SK s.r.o.
Mgr. Ronald Blaho, Executive Director

Annex No. 1a

to

**Agreement on Performance of Specified Obligations of Producer of
Batteries and Accumulators**

Company Name:

Co. Reg.(IČO):

Tax Reg.(DIČ):

VAT Reg.(IČ DPH):

Registered office at:

Registered in the Commercial Register maintained at:

Section:

Insert No:

Represented by:

bank: account No.:

e-mail address:

(hereinafter the "Producer")

The delegation of the Producer's duties under Article II. (1) of the Agreement on Collective Performance applies to the following types of batteries and accumulators:

Batteries and Accumulators	Cross out YES or NO
Portable	YES / NO
Industrial	YES / NO
Automobile	YES / NO

In case of not filling in this chart, the Agreement is applicable on all types of batteries and accumulators.

Producer is placing on the market in the Slovak Republic the following brands of batteries and accumulators:

-
-
-

In _____ on _____

In Bratislava, on: _____

_____ for the Producer

_____ for the Operator

Annex No. 1b to Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators

Scope, Structure and Method of Providing Data, including Form Statement

Article I

A procedure that must be followed when specifying types and categories of batteries and accumulators, quantities and weights of batteries and accumulators, and a procedure that must be followed when preparing and submitting a Statement (regular or corrective) are as follows:

1) Specification of types of batteries or accumulators:

The producer shall report batteries or accumulators according to the classification set out in Section 42(3) and (4) of the Act.

Portable battery or accumulator means a battery, button cell, battery pack or accumulator that is hermetically sealed, can be hand-carried, and is neither an industrial battery or accumulator nor an automotive battery or accumulator.

Automotive battery or accumulator means a battery or accumulator used for automotive starter, lighting or ignition power of vehicle and illumination thereof.

Industrial battery or accumulator means a battery or accumulator designed for exclusively industrial or professional uses or used in electrically powered vehicles.

When classifying specific batteries or accumulators, the producer may use, as an aid, a decisive scheme shown in Article III below, reflecting a relation between all groups of batteries or accumulators set out in Section 42(3) and (4) of the Act.

2) Specification of categories of batteries or accumulators:

According to a method of selling batteries or accumulators, the producer shall report data on batteries or accumulators placed as separate ones on the market in the SR in the **Statement of Separate Batteries** and data on batteries or accumulators built in EEE or attached to EEE in the **Statement of Built-In/Attached Batteries**.

According to a category, the producer shall report, in individual sections of a Statement, batteries broken down into batteries **up to 1kg** and batteries **over 1kg** and those are further broken down into **primary** (non-rechargeable) batteries or accumulators and **secondary** (rechargeable) batteries or accumulators.

The producer shall specify a type and category of batteries and accumulators individually according to available data. In disputable cases or in the cases where it is impossible or difficult to specify a type and category of a specific battery or accumulator, the producer may ask the operator to give a written methodical position. If such a position is issued, both the producer and the Trustee or the auditor designated by the operator to verify the correctness and completeness of data provided by the producers shall be obliged to follow such a written methodical position (which may also be given and sent by the operator to the producer by e-mail or other electronic means).

3) Specification of quantities of batteries or accumulators:

The producer shall indicate in a Statement (regular or corrective) only batteries or accumulators it has placed on the market in the Slovak Republic.

For reporting purposes, placing on the market means:

Placing batteries and accumulators on the market means supplying or making batteries and accumulators available to another person, whether in return for payment or free of charge, in the Slovak Republic. Placing on the market also includes importing batteries or accumulators.

When reporting, the producer shall respect the principle that each battery or accumulator placed on the market in the Slovak Republic shall be reported only once.

The producer shall usually use, as a primary basis for specification of a quantity of batteries and accumulators, the dispatch documents to batteries or accumulators it has placed on the market in the Slovak Republic, or the receipt documents to batteries or accumulators it has imported from countries outside the European Union, whereas the date of an accounting transaction falls within the quarter for which a Statement is prepared.

The producer shall also include in the Statements differences in quantities found by regular inventory checks. The producer shall reflect differences found by regular inventory checks in the quarter under which the dates specified in the documents on realisation of accounting transactions, from which the differences were found, fall.

In cases where it is impossible or difficult to specify a quantity of batteries or accumulators placed on the market the producer may ask the operator to give a written methodical position. If such a position is issued, both the producer and the Trustee or the auditor designated by the operator to verify the correctness and completeness of data provided by the producers shall be obliged to follow such a written methodical position (which may also be given and sent by the operator to the producer by e-mail or other electronic means).

4) Specification of weights of batteries or accumulators:

The producer shall specify weights of batteries or accumulators individually by weighing or according to other available data. When calculating a weight, the producer shall round to whole grams according to a standard rule for rounding of decimals.

In cases where it is impossible or difficult to specify weights of batteries or accumulators placed on the market the producer may ask the operator to give a written methodical position. If such a position is issued, both the producer and the Trustee or the auditor designated by the operator to verify the correctness and completeness of data provided by the producers shall be obliged to follow such a written methodical position (which may also be given and sent by the operator to the producer by e-mail or other electronic means).

For the purposes of checking the weights of batteries or accumulators within an audit conducted by the operator under Article IV of the GBT, the following variances of rounded unit weights reported by the producer from rounded unit weights found by an auditor are allowed:

- Batteries or accumulators with a weight of up to 25 g max + / - 1 g
- Batteries or accumulators with a weight of up to 150 g max + / - 3 g
- Batteries or accumulators with a weight over 150 g max + / - 10 g

Variances in unit weights larger than permitted limits shall be additionally charged in accordance with Article IV Section 9 of the GBT.

5) Entering data in a Statement and method of submitting a Statement

The producer shall enter data found using a procedure specified in this Article in a (regular or corrective) Statement which is a part of the operator's electronic information system and which is available to the producer on the website www.asekol.sk. The producer shall enter data in a Statement in whole kg.

Each producer shall receive a login name and password from the operator by e-mail not later than 14 calendar days of the signing of the Agreement.

Article II

1. Form **Statement of Separate Batteries** (placed on the market separately)
2. Form **Statement of Built-In/Attached Batteries** (placed on the market as part of EEE or attached to EEE)

Statement of Separate Batteries

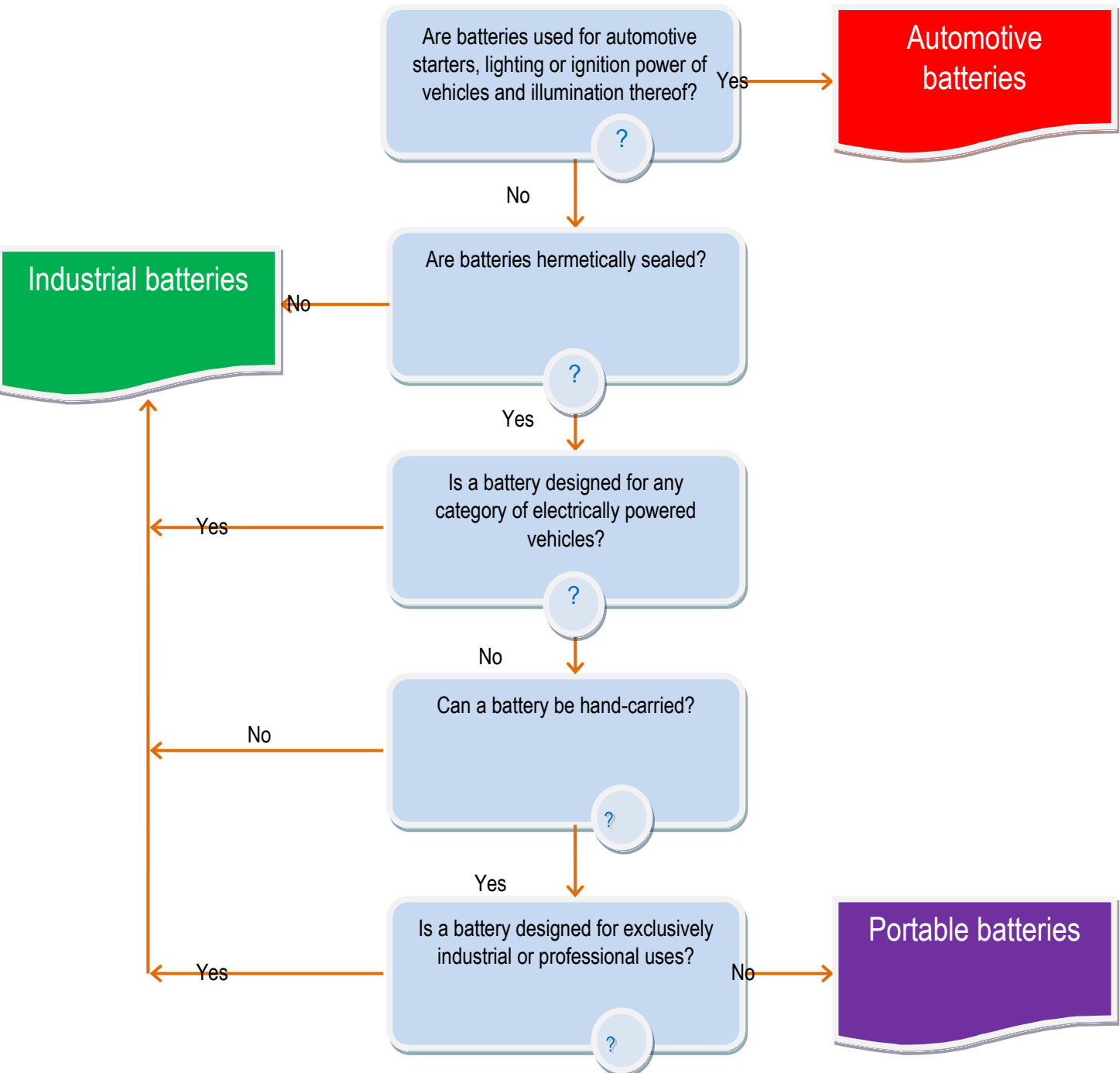
	Production	Import	Export	Re-export	Unit	Sum excl. VAT EUR
	kg	kg	kg	kg	*	
53.1 Batteries (separate) / Portable batteries						
53.1.1 - Up to 1 kg/pc						
53.1.1.1 Primary (non-rechargeable)					kg	0.00
53.1.1.2 Secondary (accumulators)					kg	0.00
53.1.2 - Over 1 kg/pcs						
53.1.2.1 Primary (non-rechargeable)					kg	0.00
53.1.2.2 Secondary (accumulators)					kg	0.00
53.2 Batteries (separate) / Industrial batteries						
53.2.1 - Up to 1 kg/pc						
53.2.1.1 Primary (non-rechargeable)					kg	0.00
53.2.1.2 Secondary (accumulators)					kg	0.00
53.2.2 - Over 1 kg/pc						
53.2.2.1 Primary (non-rechargeable)					kg	0.00
53.2.2.2 Secondary (accumulators)					kg	0.00
53.3 Batteries (separate) / Automotive batteries						
53.3.1 Automotive batteries					kg	0.00
Total						0.00

Statement of Built-In/Attached Batteries

		Production	Import	Export	Re-export	Unit	Sum excl.
		kg	kg	kg	kg	*	VAT EUR
54.1	Batteries (built-in) / Portable batteries						
54.1.1	- Up to 1 kg/pc						
54.1.1.1	Primary (non-rechargeable)						0.00
54.1.1.2	Secondary (accumulators)						0.00
54.1.2	- Over 1 kg/pc						
54.1.2.1	Primary (non-rechargeable)						0.00
54.1.2.2	Secondary (accumulators)						0.00
54.2	Batteries (built-in) / Industrial batteries						
54.2.1	- Up to 1 kg/pc						
54.2.1.1	Primary (non-rechargeable)						0.00
54.2.1.2	Secondary (accumulators)						0.00
54.2.2	- Over 1 kg/pc						
54.2.2.1	Primary (non-rechargeable)						0.00
54.2.2.2	Secondary (accumulators)						0.00
54.3	Batteries (built-in) / Automotive batteries						
54.3.1	Automotive batteries						0.00
Total							0.00

Article III

Decisive scheme for specification of groups of batteries or accumulators is shown below:



Annex No. 2

Tariff of Recycling Contributions

The Tariff is valid from 1.1.2018

*System Charge 80 €/year **

*Charge for Authorised Representative's Services 100 €/rok **

If a manufacturer/importer of electrical and electronic equipment is a client of collective organization ASEKOL SK s.r.o. while client of ASEKOL s.r.o., such a client is entitled to a discount of 5% of the total amount invoiced by ASEKOL in both countries.

	Battery Type	Price EUR/kg *
1.	PORTABLE	0,80 €/kg
2.	INDUSTRIAL	0,27 €/kg
3.	AUTOMOTIVE	0,27 €/kg

* prices do not include VAT

Annex No. 3 to

Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators

General Business Terms

I Recitals

1. These general business terms (the "GBT"), issued by ASEKOL SK s.r.o., with its registered office at Lamačská cesta 45, 841 03 Bratislava, Company Identification No. (IČO):45602689, registered in the Commercial Register maintained at the Municipal Court Bratislava III, Section: Sro, Insert No. 66339/B, (the "operator"), provide for the legal relations between the operator and individual producers of batteries and accumulators (the "producer" or the "producers"), (the producer and the operator collectively referred to as the "parties"), who have already concluded or will conclude with the operator an agreement on performance of the specified obligations of the producer of batteries and accumulators under Section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**") and under Section 28(4)(b) and (d) in conjunction with Section 27(6)(b) in connection with Section 45(4) of Act No.79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "**Act**").

In these GBT, the Agreement on Performance of Specified Obligations of Producer of Batteries and Accumulators hereinafter only referred to as the "Agreement".

The GBT form an inseparable part of the Agreement and are attached as an Annex to the Agreement.

2. If the Agreement is mentioned in these GBT or in the Agreement, this means the Agreement, including the GBT and annexes, unless expressly provided otherwise.

3. In these GBT, the terms as defined in the Agreement or in the GBT, or the terms as defined in relevant generally binding laws, in particular the terms defined in the Act, are used.

4. By concluding the Agreement, the producer bindingly declares that it is a producer of batteries and accumulators as specified products pursuant to the Act. As a result, the producer has the obligation to ensure the collection, take-back, treatment and recycling of spent batteries and accumulators, and also the obligation to ensure that spent batteries and accumulators are collected, treated and recycled to the extent and in the manner stipulated in the Act, and the producer also has further specified obligations stipulated in the Act.

II

Recycling Contribution, System Charge and Charge for Authorised Representative's Services, and Payment Terms

1. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments under the Agreement, and any other payments under the Agreement or the GBT are exclusive of VAT or a similar tax on turnover, unless expressly provided otherwise. If, when providing performance under the Agreement, the operator becomes obliged to apply such taxes as VAT or other similar tax on turnover (as of the issuance date of these GBT, it is the obligation to pay VAT), the other party (i.e. the producer) undertakes to pay thus paid taxes to the party in addition to the prices (advances or other payments) under the Agreement or the GBT. Such taxes (currently VAT) shall be assessed, as part of invoicing, in a statutory amount separately pursuant to generally binding legal regulations.

2. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments, or any other payments under the Agreement or the GBT shall be made based on invoicing. An invoice must contain all particulars of an accounting and tax document required by generally binding legal regulations. All financial payments under the Agreement or the GBT shall be made in the Euro currency and all price details shall in principle be specified in the Euro currency. The Recycling Contributions sums, the system charge sum, the charge for the authorised representative's services sum, advance payments, or any other payments under the Agreement or the GBT shall be due and payable within 30 calendar days of the issue date of an invoice; if the producer delivers a Statement (regular or corrective) to the operator with delay, the due date of an invoice shall be reduced to 10 calendar days of the issue date of an invoice. The operator shall be entitled to charge the producer, under this Agreement, in a single invoice, for the total of the Recycling Contributions sums, the system charge sum, and the charge for the authorised representative's services sum for a respective quarter.

3. The services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid shall be provided in parts for individual partial periods. A partial period in relation to services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid means the period of a calendar quarter. A partial period can also mean, upon a separate written agreement between the operator and the producer, a calendar half year or a calendar year. If the Agreement was in force and effect only during a part of a calendar quarter (of a half year or a year), or during another period, then a partial period means that part of a calendar quarter (of a half year or a year), or that part of the respective partial period during which the Agreement was in force and effect. Unless otherwise provided, the services for which the Recycling Contribution, the system charge, and the charge for the authorised representative's services are paid shall be deemed, from the viewpoint of Act No. 222/2004 Coll. on Value Added Tax, as amended (the "VAT Act"), to have been provided either on the date of delivery of a regular Statement by the producer to the operator or on the date of delivery of a corrective Statement by the producer to the operator. The operator shall issue for the producer, within fifteen (15) calendar days of the date of a taxable transaction, a tax document (invoice) for a respective taxable transaction.

4. Money payments shall be credited via wire transfer to the operator's account specified in the Agreement or to another bank

account to be specified (notified) by the operator to the producer in writing. In mutual payments, the parties undertake to use respective variable symbols specified in an invoice (tax document). Bank charges shall be borne by each party individually.

5. The date of crediting a respective financial amount to the bank account of that party who is a creditor shall be deemed to be the payment date. If the last day of the maturity of a respective payment falls on a non-business day or a rest day (a Saturday, a Sunday, or a public holiday), the maturity of the payment shall shift to the first following business day.

6. If the due date specified in an invoice differs from the due date specified in the Agreement, the due date specified in the Agreement shall prevail.

7. A tax document may also be issued in electronic form; the operator shall be obliged to issue the tax document containing the particulars laid down in the generally binding legal regulations.

8. For a period of delay by the producer in paying the Recycling Contribution or paying a part of the Recycling Contribution, or paying the system charge or paying the charge for the authorised representative's services, the operator shall not be in delay in performing under the Agreement.

III Corrective Statement

1. In cases where the producer indicates in a Statement, by mistake or otherwise, the quantity of batteries and accumulators other than that it has actually placed on the market in the Slovak Republic in a respective calendar quarter, the producer shall be obliged to submit to the operator a corrective Statement for that calendar quarter to which the Statement submission rules under this Article apply, unless provided otherwise.

2. The producer shall be obliged to submit a corrective Statement to the operator not later than six months of the end of the calendar quarter for which the corrective Statement is submitted. In case a corrective Statement is submitted for the third calendar quarter (the months of July - September), the period for submitting the corrective Statement shall be reduced to 5 months, and in case a corrective Statement is submitted for the fourth calendar quarter (the months of October - December), the period for submitting the corrective Statement shall be reduced to two months. In case a corrective Statement implies an operator's increased claim to the Recycling Contribution, the producer shall be obliged to pay the operator also default interest on the amount by which the Recycling Contribution sum has been increased equal to the sum under the GBT for the period from the day on which a regular Statement for the quarter for which a corrective Statement is submitted was supposed to have been submitted at the latest until the day of submitting the corrective Statement to the operator. If a corrective Statement is submitted duly and timely and, at the same time, the Recycling Contribution is paid up duly and timely based on the corrective Statement, and, at the same time, default interest is paid up duly and timely under this Article, the operator's claim to the contractual penalty for the provision of untrue, inaccurate or incomplete information under the GBT shall cease to exist. A producer's delay in submitting a regular Statement or in submitting a corrective Statement shall not release the producer of its obligation to duly report all batteries and accumulators placed by the producer on the market in the Slovak Republic and pay the Recycling Contribution to the operator under the Agreement and the GBT.

3. The producer shall be entitled to assert an objection that it has placed a smaller quantity of batteries and accumulators or other categories of batteries and accumulators than those it has specified in a regular Statement, only by submitting a corrective Statement within the time limits specified in this Article of the GBT. An objection that has been asserted later cannot be taken into consideration for a reason that based on a regular Statement the operator is continuously providing performance under the Agreement, not even in case the producer discovers afterwards that it has not been placing any batteries and accumulators on the market in the Slovak Republic.

4. The provisions of Article III shall apply mutatis mutandis also to cases where batteries and accumulators placed on the market in the Slovak Republic by the producer were exported prior to the moment of their use by the end consumer or distributor from the territory of the Slovak Republic to another Member State of the EU/EC or to a third country (i.e. to any country outside an EU/EC Member State).

IV Audit

1. The producer shall be obliged to suffer the conducting of an audit by which performance of the Agreement by the producer is checked upon operator's request. The operator shall not be entitled to request conducting an audit at the producer more often than once every 6 months; this shall not apply if the last audit has revealed a breach of the producer's obligations or if conducting such an audit is initiated or ordered or otherwise required by the Ministry of the Environment of the SR or another competent public authority or if such an obligation to conduct an audit checking performance of the Agreement ensues for the operator from the Act.

2. The subject matter of the audit shall include, without limitation to, assessing as to whether the producer is providing the operator with complete, accurate and true information, whether the producer pays the operator duly and/or timely the Recycling Contributions in accordance with the Agreement, and whether the producer is performing its statutory obligations in relation to all batteries and accumulators it is placing on the market in the Slovak Republic.

3. An audit shall be conducted by an auditor designated by the operator or by the operator itself through the Trustee whom the operator shall bind in writing with the confidentiality obligation. If an audit is conducted by an auditor, then the auditor shall at each time be obliged to prove its identity to the producer with a valid authorisation given from the operator to conduct an audit. If an audit is conducted by the operator through the Trustee, then the Trustee shall prove to the producer that it has been authorised in writing from the operator's statutory representative to conduct an audit at the producer under these GBT, and that the operator has bound the Trustee in writing with the confidentiality obligation in connection with conducting the audit at the producer.

4. The producer shall be obliged to provide an auditor or the operator (the Trustee), duly and timely, with assistance necessary to duly conduct an audit under the Agreement or under these GBT, including, without limitation, to provide the auditor or the operator (the Trustee) with true, accurate and complete information relating to a type, category, number and quantity of batteries and accumulators the producer has placed on the market in the Slovak Republic for a respective period which the audit

relates to, and information involving performance of the producer's specified obligations in relation to batteries and accumulators under the Act and under the Agreement, to allow the auditor or the operator (the Trustee) to inspect the producer's books and further deeds and business documents and, in necessary cases, to provide copies thereof, and to allow the auditor or the operator (the Trustee), under normal conditions, to access the producer's operations and storage premises. The producer shall be obliged to provide such assistance so as the audit can be conducted and completed not later than 30 calendar days of delivery of the operator's notice to the producer of the intention to conduct an audit at the producer. The operator has a right that a person authorised by the operator may attend the conducting of the audit, however, only the auditor has a right to inspect the producer's confidential documents, whereas a person authorised by the operator (the Trustee) to conduct an audit at the producer has such a right only after being granted the producer's consent.

5. The auditor or the operator (the Trustee) shall be obliged to proceed with professional care, to protect confidential information it obtains from the producer, and to protect the producer's legitimate interests. The auditor or the operator (the Trustee) shall be obliged to protect the producer's business secrets and not to disclose data forming part of such business secrets to any third parties. The auditor or the operator (the Trustee) may not disclose confidential information it has discovered to other persons, including other producers and including other employees of the operator (except the operator's statutory body), except a summary report on conducting an audit and except the data necessary to assert the operator's rights toward the producer, which data the producer is entitled to deliver to the operator. The operator shall be obliged to perform such obligations and protect confidential information, and contractually bind the auditor or the Trustee in accordance with the Agreement, and the operator shall be legally liable for performance of such obligations by the auditor or the Trustee.

6. After conducting an audit the auditor or the Trustee shall prepare a report specifying whether the producer has performed, duly and timely, its obligations under Section 2 of this Article, and what specific obligations and in what manner the producer has breached. The auditor or the Trustee shall be obliged to deliver a provisional version of the report to the producer and the operator and allow them to give a position on the content thereof.

7. Neither the producer nor the operator shall be entitled to mutually claim compensation for costs associated with the conducting of an audit; this shall not affect the remaining provisions of this Article of the GBT or of the Agreement.

8. The provisions of this Article shall be legally binding on both parties also for the period of 9 months after termination of this Agreement.

9. If, by an audit, it is discovered that, as a result of not submitting a Statement and/or submitting an erroneous and/or incomplete and/or incorrect Statement, the producer has failed to pay the Recycling Contribution for certain batteries and accumulators it has placed on the market in the Slovak Republic, the producer shall be obliged to pay up the Recycling Contribution to the operator.

V

Protection and Confidentiality

1. The parties undertake to keep all information they have become aware of in connection with this Agreement and the GBT confidential, and protect confidentiality of the other party's information against any unauthorised use by or disclosure to any third parties. This shall not affect the right of the parties to disclose such confidential information to their attorneys, tax advisors, auditors or other persons bound by the confidentiality obligation under a specific legal regulation or a specific contract; such persons must be advised of such confidentiality. The information on the conclusion (creation) and on termination (extinguishment) of this Agreement and/or the GBT shall not be deemed to be confidential.

2. The producer agrees that the operator may use the information on a type, category and quantity of batteries and accumulators placed on the market in the Slovak Republic by the producer, which the producer provides to the operator in accordance with this Agreement and/or the GBT, when proving performance of the producer's specified obligations under the Act in relation to competent state authorities or public authorities and/or when performing record-keeping, reporting, registration, notification and/or information obligations under the Act in relation to the Ministry of the Environment of the SR and other competent state authorities or public authorities. Further, the producer expressly agrees that the operator may use such information publicly in a consolidated statistical form not enabling back identification of the information on quantities of batteries or accumulators placed on the market by the producer.

3. The operator shall be obliged to take internal technical and organizational measures to protect confidential information. The operator shall be obliged to instruct its employees and members of its statutory or supervisory bodies on the obligation to keep confidentiality under this Agreement and the GBT, and shall be obliged to duly check whether they comply with such a confidentiality obligation. The operator's employees are prohibited to disclose the confidential information they have become aware of in connection with this Agreement and the GBT to the operator's other employees or members of the operator's supervisory body, unless necessary for the performance of their work tasks or from the viewpoint of their job position.

4. The producer is aware of the fact that the operator will conclude the Agreement also with other persons (other producers) who are placing batteries and accumulators on the market in the Slovak Republic.

5. The operator shall be entitled to publish the producer in the database of producers involved in the compliance scheme, ASEKOL SK, until 30 June 2016, and from 01 July 2016 to publish the producer in the database of producers involved in the system of the PRO, ASEKOL SK, which will be publicly available via the operator's website.

VI

Term and Termination

1. The Agreement shall extinguish (be cancelled):
a) by agreement of the parties concluded in writing; or
b) by written notice of termination of the Agreement; or
c) by written notice of withdrawal from the Agreement; or
d) upon cessation of existence of any party without any legal successor.

2. A party may terminate this Agreement by written notice also without giving a reason, at each time as at 31 December of a

calendar year, and such a written notice must be delivered to the other party not later than 60 calendar days prior to termination of the contractual relationship.

The producer shall also be entitled to terminate this Agreement on the grounds, under the conditions and in the manner laid down in Section 27 (14)(a) of the Act.

3. The operator may withdraw from the Agreement by written notice of withdrawal on the following grounds:

a) if the producer delays in providing a regular Statement under Article IV Section 3 of the Agreement or in fulfilling another obligation of the producer under Article IV of the Agreement for more than thirty (30) calendar days, or if the producer delays in providing a corrective Statement under Article III Section 2 of the GBT for more than thirty (30) calendar days; or
b) if the producer delays in any payment of the fee under the Agreement or the GBT (i.e. the Recycling Contribution, the system charge, or the charge for the authorised representative's services) or in any other payment of the producer under the Agreement or the GBT in relation to the operator for more than 2 months; or
c) if the producer fails to duly and timely provide assistance to the auditor or the operator (the Trustee) under Article IV Section 1 letter (c) of the Agreement or under Article IV of the GBT; or
d) if the decision declaring bankruptcy over the producer's assets or the decision commencing restructuring proceedings in respect of the producer's assets is issued, or the petition for declaration of bankruptcy over the producer's assets is dismissed due to lack of assets, or if bankruptcy over the producer's assets is cancelled because the producer's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the producer's assets have been discontinued due to lack of assets, or if bankruptcy over the producer's assets has been cancelled due to lack of assets; or
e) if the producer fails to provide the operator, despite its written notice, with assistance the operator needs for the performance of its obligations under the Agreement or the GBT or the Act.

4. The producer may withdraw from the Agreement by written notice of withdrawal on the following grounds:

a) if the decision declaring bankruptcy over the operator's assets or the decision commencing restructuring proceedings in respect of the operator's assets is issued, or the petition for declaration of bankruptcy over the operator's assets is dismissed due to lack of assets, or if bankruptcy over the operator's assets is cancelled because the operator's assets are not sufficient to cover the expenses and fee of the bankruptcy trustee, or bankruptcy proceedings in respect of the operator's assets have been discontinued due to lack of assets, or if bankruptcy over the operator's assets has been cancelled due to lack of assets; or
b) if there occurred other material fact, as a result of which the operator is no longer able to perform the producer's obligations it has assumed under this Agreement, specifically if, by a valid and effective decision of the Ministry of the Environment of the SR, without the operator being entitled to any compensation, it has been revoked the authorisation to operate a compliance scheme or pursue the PRO's activities without which the operator would not be authorised to continue performing this Agreement or if such authorisation to pursue the PRO's activities is not issued by the Ministry of the Environment of the SR.

5. This shall not affect the right of both parties to withdraw from the Agreement by written notice of withdrawal on the grounds stipulated in the Act or the Commercial Code.

6. Withdrawal from the Agreement becomes effective upon delivery of the written notice of withdrawal from the Agreement to the other party. Withdrawal from the Agreement shall not affect the right of the withdrawing party to the contractual penalty, damages, default interest, interest or other rights arisen for it under this Agreement or the GBT prior to the withdrawal date of the Agreement.

7. Both termination of and withdrawal from the Agreement must be made in written form and the termination notice or the withdrawal notice must be delivered by registered mail to the mailing address of a party specified in the heading of this Agreement, or to the updated address a change of which has been notified by the other party. If the addressee does not accept a mail consignment or collect it within the deposition (collection) period, the last day of the deposition (collection) period, based on agreement of the parties, shall be considered as the delivery date. This shall not exclude a possibility of delivering the termination notice or the withdrawal notice via courier or in other demonstrable manner.

8. In the event of extinguishment (termination) of the Agreement the parties shall be obliged to mutually settle their obligations under the Agreement and the GBT (save for Article IV of the GBT); in particular, the producer shall be obliged to submit to the operator a Statement also for the last quarter during which the Agreement was in force and effect, or for a part of that quarter, in the manner and within the time limits under the Agreement and to pay the operator the Recycling Contribution, all this under the threat of penalties set out in the Agreement and/or the GBT. The operator's obligations in relation to batteries or accumulators which have been duly reported by the producer and for which the operator has received, during the term of the Agreement, the Recycling Contributions from the producer in accordance with this Agreement or the GBT, shall not be affected by the extinguishment of the Agreement and the operator shall not refund the Recycling Contributions to the producer.

9. The operator shall be obliged to inform the Ministry of the Environment of the SR about termination of the Agreement with the producer under the Act.

VII

Contractual Penalties

1. In the event of the producer's delay in proper and timely providing and submitting a regular Statement under the Agreement to the operator, the parties have agreed that the operator has a right to charge the producer a contractual penalty of EUR 200 for each commenced day of the producer's delay in submitting a regular Statement under the Agreement to the operator, and the producer shall be obliged to pay the operator thus calculated contractual penalty.

2. If the producer provides the operator with incorrect or incomplete or inaccurate information on a type, category or quantity of batteries and accumulators placed by the producer on the market in the Slovak Republic, the operator shall be entitled to charge the producer a contractual penalty equal to twice the difference between the Recycling Contributions calculated based on information provided and the Recycling Contributions calculated based on complete, accurate and true information. The operator shall not become entitled to the contractual penalty under this Section of the GBT if the quantity of batteries and accumulators placed by the producer on the market in the Slovak Republic declared by the producer is lower than the actual quantity by less than 5%. This shall not affect the producer's obligation to pay up the operator an outstanding Recycling Contribution.

3. If the producer fails to provide duly and timely the auditor or the operator (the Trustee) with assistance under Article IV Section 1 letter (c) of the Agreement or under Article IV of the GBT, the operator shall be entitled to charge the producer a contractual penalty of EUR 2,000 for each individual event of a failure to provide due assistance by the producer, also repeatedly in the producer's continuing failure to provide assistance, and the producer shall be obliged to pay such a contractual penalty to the operator.
4. In the event of a breach of obligations under Article V Section 1 of the GBT the entitled party has a right to charge the breaching party a contractual penalty of EUR 2,000 for each individual event of a breach, and the breaching party shall be obliged to pay such a contractual penalty to the entitled party.
5. If the operator breaches or fails to fulfil any of its obligations stipulated in Article III of the Agreement, the producer shall be entitled to charge a contractual penalty of EUR 400 for each individual event of a breach of an obligation.
6. If the producer breaches or fails to fulfil any of its obligations stipulated in Article IV of the Agreement (except events set out in Article IV Sections 1 and 2 of the Agreement), the operator shall be entitled to charge a contractual penalty of EUR 400 for each individual event of a breach of such an obligation of the producer set out in Article IV of the Agreement (except events set out in Article IV Sections 1 and 2 of the Agreement).
7. The occurrence of a claim to a contractual penalty or payment of a contractual penalty shall not affect claims to damages or claims to a return of unjust enrichment or a claim to payment of default interest or a claim to interest or other legal claim of a party under the Agreement or the GBT. Similarly, the occurrence of a claim to a contractual penalty or payment of a contractual penalty shall not affect entitlement of a party to unilaterally terminate the Agreement if such entitlement pertains to such a party under the Agreement and/or the GBT.
8. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have agreed on a 0.05% default interest on the amount due for each day of delay until full payment of the whole amount due by the obliged party to the entitled party. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.
9. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have also agreed (in addition to and beyond the scope of the default interest under Article VII Section 8 of the GBT) on a contractual penalty of 0.05% of the amount due for each commenced day of the obliged party's delay in paying the amount due to the entitled party under the Agreement or the GBT. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.
10. For the event of delay by a party in performing any monetary obligation to the other party under the Agreement or the GBT the parties have also agreed (in addition to and beyond the scope of the default interest under Article VII Section 8 of the GBT and, at the same time, in addition to and beyond the scope of the contractual penalty under Article VII Section 9 of the GBT) on a 12% interest p. a. on the amount due, commencing on the first day of delay until the day of full payment of the whole amount due by the obliged party to the entitled party. This shall not affect a claim of the affected party to compensation for damage caused thereby from the other party.

VIII

Amendments to the GBT

1. The operator shall be entitled to publish, via its website (www.asekol.sk) or its information system, any amendment to the GBT at least two months prior to the effective date of such an amendment. Such an announcement (publication) shall be considered to have been made to the producer on the date of posting such an announcement on the website concerned (www.asekol.sk) and shall be deemed to be a proposed amendment to the GBT. It must specify the date on which such an amendment to the GBT becomes effective.
2. The operator shall be obliged to send the producer information on an amendment to the GBT via e-mail to the producer's e-mail address specified in the heading of the Agreement or other e-mail address specified by the producer; however, also in such a case, publication of such information on the operator's website (www.asekol.sk) or via its information system shall be deemed to be an amendment to the GBT in relation to the producer.
3. In the event of making by the operator of the announcement of an amendment to the GBT, the producer shall be entitled to withdraw from this Agreement in writing; a withdrawal in writing constitutes an exclusive instrument, agreed upon by the parties, to express the producer's disagreement with the proposed amendment to the GBT. The producer may exercise the right to withdraw from this Agreement only within 1 (to wit: one) month of the publication of the announcement of an amendment to the GBT, and the withdrawal notice must state the express reference to this provision of the GBT and the respective provision of the Agreement. If the withdrawal is not made in writing, or the withdrawal notice does not contain the express reference to this provision of the GBT and the respective provision of the Agreement or is delivered to the operator after the lapse of the one-month time limit, then the parties have expressly agreed that such a withdrawal by the producer shall be invalid.
4. If the producer validly withdraws from the Agreement within said time limit, the Agreement shall extinguish on the day preceding the day on which an amendment to the GBT becomes effective. If, after publication of the announcement of an amendment to the GBT, the producer does not withdraw from the Agreement, it shall be understood that the producer has fully accepted an operator's proposed amendment to the GBT, and the amendment to the GBT shall be then binding on both parties. This shall also apply where the producer takes, vis-à-vis the operator, another legal act constituting the acceptance of the proposed amendment to the GBT.
5. The procedure specified above shall apply to an announcement of the new GBT mutatis mutandis.

IX

Final Provisions

1. This Agreement and all legal relations related thereto shall be governed by the laws of the Slovak Republic, in particular the Act and the Commercial Code. The parties have also agreed that any disputes arisen from this Agreement and the GBT shall be resolved by the general courts of the Slovak Republic under generally binding legal regulations of the Slovak Republic.

2. The operator's signature in notices, invoices, requests, etc. may be replaced with an operator's signature facsimile.

3. If a party does not exercise any right it has under or in connection with this Agreement, this shall not be construed as a waiver or renouncement of such a right by such a party.

4. If any provision of this Agreement or the GBT becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement or the GBT, unless the nature of the Agreement or the GBT, its content or the circumstances under which the Agreement or the GBT has been concluded imply that such a provision may not be separated from the remaining provisions of the Agreement or the GBT. If any provision of this Agreement or the GBT becomes invalid, ineffective or unenforceable and such a provision may be separated from the remaining provisions of the Agreement or the GBT, the parties undertake to replace such a provision without delay with a new provision having the same or similar effect and content as that of such an invalid, ineffective or unenforceable provision.

5. If there is any amendment to the legislation (in particular, to the Act) or a change in a decision on authorisation to operate the compliance scheme ASEKOL SK, or to operate the PRO under the Act, which was issued for the operator, or such a decision on authorisation to operate the compliance scheme ASEKOL SK, or to operate the PRO under the Act has been replaced with a new decision, and such an amendment or a new decision requires an amendment to the Agreement, the parties undertake to harmonise this Agreement with amended generally binding legal regulations or the changed (new) decision on authorisation to operate the compliance scheme ASEKOL SK or operate the PRO not later than one month of the effective date of such an amendment or not later than one month of the effective date of such a new decision.

6. By concluding the Agreement, the parties hereby mutually grant the express consent to the sending of messages, information, message receipt confirmations, reminders and other notices concerning the Agreement and its performance by electronic means, primarily by e-mail, to their e-mail addresses. This consent shall also apply to the sending of commercial notices in the matter of ensuring the performance under the Act and providing related services. The parties have a right to reject commercial information sent by e-mail under generally binding legal regulations.

7. The parties have agreed that the operator shall be entitled to process personal data involving the producer or relating to the producer under Act No. 122/2013 Coll. on Personal Data Protection, as amended, to the extent strictly necessary to perform the subject matter of the Agreement and perform the specified obligations for the producer by the operator under the Act, for an indefinite period of time.

These GBT of the operator, ASEKOL SK s.r.o., become valid and effective on 01 July 2016.

ASEKOL SK s.r.o.
Mgr. Ronald Blaho, Executive Director

Annex No. 4
AGREEMENT ON A POWER OF ATTORNEY
(the "Agreement")

entered into, on the day, month and year specified below, freely, seriously, certainly and comprehensibly, free of any factual or legal errors, pursuant to Section 31 *et seq.* of Act No. 40/1964 Coll., the Civil Code, as amended (the "Civil Code").

Business name:

Registered office:

Co. Reg.(IČO):

Tax Reg.(DIČ):

VAT Reg.(IČ DPH):

Registered in the Commercial Register:

Represented by:

(the "Principal"),

hereby grants the power of attorney to

ASEKOL SK s.r.o., with its registered office at Lamačská cesta 45, 84 103 Bratislava, Company Identification No. 45602689, registered in the Commercial Register maintained at the Municipal Court Bratislava III, Section: Sro, Insert No. 66339/B, acting by and through Mgr. Ronald Blaho, Executive Director, which is currently registered in the Register of Compliance Schemes under registration No. 0013/BaA/OZV/A/16-3.3

(the "Proxy"),

to take and perform any legal, procedural and/or factual acts for, on behalf of and for the account of the Principal in relation to and/or in connection with and/or in conjunction with the performance of any obligations of the Principal as the producer of a specified product (as **the producer of batteries and accumulators**) under Act No. 79/2015 Coll. on Waste and on the Amendment and Supplement to Certain Laws (the "Act"), as well as under implementing legal regulations issued based on or in conjunction with or in connection with the Act, including, but not limited to, the performance of the information, registration, application, record-keeping, reporting and/or any other obligations of the producers of specified products (the producers of batteries and accumulators) to any public authorities or entities under the Act.

Other relations not expressly provided for in this Agreement shall be governed by the laws of the Slovak Republic, in particular the Civil Code and the Act.

In _____ on _____

Executive Director

Príloha č. 4
DOHODA O PLNEJ MOCI
(ďalej len „dohoda“)

uzatvorená, dole uvedeného dňa, mesiaca, roka, slobodne, vážne určito, zrozumiteľne, bez skutkového alebo bez právneho omylu, podľa § 31 a nasl. zákona č. 40/1964 Zb. občianskeho zákonníka v platnom znení (ďalej len „**Občiansky zákonník**“).

Obchodné meno:

so sídlom:

IČO:

DIČ:

IČ DPH:

zapísaná v Obchodnom registri:

v ktorej mene koná:

(ďalej len „**Splnomociteľ**“),

týmto splnomocňuje

spoločnosť **ASEKOL SK s.r.o.**, sídlo: Lamačská cesta 45, 84 103 Bratislava, IČO: 45602689, zapísaná v obchodnom registri, ktorý je vedený Mestským súdom Bratislava III, oddiel Sro, vložka číslo: 66339/B, v ktorej mene koná Mgr. Ronald Blaho, konateľ, ktorá je toho času zapísaná v Registri organizácií zodpovednosti výrobcov batérií a akumulátorov pod evidenčným číslom autorizácie 0013/BaA/OZV/A/16-3.3

(ďalej len „**Splnomocnenec**“),

na vykonanie a realizáciu akýchkoľvek právnych, procesných a/alebo faktických úkonov za a v mene a na účet Splnomocniteľa vo vzťahu a/alebo v súvislosti a/alebo v spojení s plnením akýchkoľvek povinností Splnomocniteľa ako výrobcu vyhradeného výrobku (ako **výrobcu batérií a akumulátorov**) podľa zákona č. 79/2015 Z. z. o odpadoch a o zmene a doplnení niektorých zákonov (ďalej len „**Zákon**“) ako aj podľa vykonávacích právnych predpisov vydaných na základe alebo v spojení alebo v súvislosti so Zákonom, a to najmä no nie výlučne na plnenie informačných, registračných, prihlasovacích, evidenčných, ohlasovacích a/alebo akýchkoľvek iných povinností výrobcov vyhradených výrobkov (ako výrobcov batérií a akumulátorov) voči akýmkoľvek orgánom alebo subjektom verejnej moci podľa Zákona.

Ostatné vzťahy touto dohodou výslovne neupravené sa riadia právnym poriadkom Slovenskej republiky, najmä Občianskym zákonníkom a Zákonom.

Splnomocnenie prijímam v plnom rozsahu. / I hereby accept this power of attorney in full.

V _____ dňa _____

ASEKOL SK s.r.o.

Mgr. Ronald Blaho, Executive Director