

**General Terms and Conditions of EKO-KOM, a.s.  
regulating rights and obligations arising from the Contract on Collective  
Compliance**

**Table of contents**

<b>PART I BASIC PROVISIONS .....</b>	<b>3</b>
<b>I. Introduction.....</b>	<b>3</b>
<b>II. Definition of Terms .....</b>	<b>3</b>
<b>III. Conclusion and Effectiveness of the Contract.....</b>	<b>6</b>
<b>PART II OBLIGATIONS OF THE PARTIES .....</b>	<b>7</b>
<b>IV. Rights and Obligations of the Supplier .....</b>	<b>7</b>
<b>V. Rights and Obligations of the Customer .....</b>	<b>9</b>
<b>PART III FEE AND REMUNERATION.....</b>	<b>11</b>
<b>VI. Common Provisions .....</b>	<b>11</b>
<b>VII. Fee.....</b>	<b>F12</b>
<b>VIII. Remuneration .....</b>	<b>13</b>
<b>IX. Special Provisions for Charging Remuneration (Minimum Amount) .....</b>	<b>16</b>
<b>X. Change in the Amount of Remuneration .....</b>	<b>16</b>
<b>PART IV SPECIAL PROVISIONS .....</b>	<b>17</b>
<b>XI. Voluntary Assumption of a Higher Level of EPR Obligations .....</b>	<b>17</b>
<b>XII. Performance through Authorised Representative.....</b>	<b>18</b>
<b>XIII. Retail Version of the Contract .....</b>	<b>19</b>
<b>PART V LICENSING AGREEMENT “DER GRÜNE PUNKT” - “GREEN DOT” .....</b>	<b>20</b>
<b>XIV. GREEN DOT Trademark .....</b>	<b>20</b>
<b>XV. Individual Licence .....</b>	<b>21</b>
<b>XVI. Purpose of GREEN DOT Trademark.....</b>	<b>23</b>
<b>XVII. Inspection Authorisations of the Supplier .....</b>	<b>23</b>

<b>XVIII. Duration of the Individual Licence.....</b>	<b>23</b>
<b>PART VI MISCELLANEOUS .....</b>	<b>25</b>
<b>XIX. Awareness-raising Activities .....</b>	<b>25</b>
<b>XX. Confidentiality, Non-exclusivity and Personal Data Protection.....</b>	<b>25</b>
<b>XXI. Audit.....</b>	<b>26</b>
<b>XXII. Duration of the Contract.....</b>	<b>28</b>
<b>XXIII. Contractual Penalties.....</b>	<b>30</b>
<b>XXIV. Common and Final Provisions.....</b>	<b>31</b>

LIBERAL TRANSLATION

## PART I BASIC PROVISIONS

### I. Introduction

These General Terms and Conditions (the “GTC”) are provided by the operator of a collective compliance system - authorised packaging company EKO-KOM, a.s., Company ID: 25134701, with its registered office at Na Pankráci 1685/17, 140 21 Prague 4, incorporated in the Commercial Register of the Municipal Court in Prague, file No. B 4763, as part of a Contract on Collective Compliance under Sec. 1751 of the Civil Code. These GTC represent uniform terms and conditions for providing collective compliance under Sec. 21 Par. 1 Let. a) of the Packaging Act.

### II. Definition of Terms

1. For the purposes of the Contract, the following terms are introduced and have the following meaning:
  - a) **Price list** is a price list that specifies the amount and structure of remuneration. Its current version is attached as Annex No. 3 to the GTC. The Price list also includes the amount of a fee;
  - b) **Voluntary EPR obligations** refer to mutual obligations that the Supplier and the Customer voluntarily assume. The objective of these obligations is to assume a greater degree of extended producer responsibility by the Customer and to achieve a higher level of compliance of obligations laid down by Sec. 10 to 12a of the Packaging Act, which go beyond the minimum requirements prescribed by law, the Authorisation decision and a standard generally ensured by the Supplier. These obligations are aimed at fulfillment of the objectives of collective compliance under the Packaging Act and related European laws at the cost of the Customer and implemented under non-discriminatory terms and conditions;
  - c) **Supplier** is EKO-KOM, a.s.;
  - d) **VAT** is a value-added tax paid under the VAT Act or another tax of a similar nature that replaces the VAT. It is paid in the amount under the laws applicable at any time in the future;
  - e) **DSD** is Der Grüne Punkt Duales System Deutschland GmbH;
  - f) **Exported packaging** refers to packaging that has been demonstrably exported by the Customer abroad. Exporting means releasing for export under customs regulations or delivering from the Czech Republic across the border to another Member State of the European Union;
  - g) **GDPR** refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
  - h) **Individual licence** refers to a right to use the GREEN DOT trademark under Article XV. Par. 1 of the GTC;

- i) **Supplier's website** refers to the Supplier's current website, which can be accessed using the following link [www.ekokom.cz](http://www.ekokom.cz);
- j) **Other client** refers to an entity which places packaging on the market or into circulation and has joined the EKO-KOM collective compliance system by signing the Contract on Collective Compliance with the Supplier;
- k) **Qualified electronic signature** is an advanced electronic signature that is created by a qualified electronic signature creation device and which is based on a qualified certificate for electronic signatures under Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC; outside the Member States of the European Union, the qualified electronic signature is an electronic signature that is created based on the conditions for creation and use of electronic signatures prescribed by the law of the country in which the registered office of the Customer is registered;
- l) **Ministry** refers to the Ministry of the Environment;
- m) **Replaced contract** refers to a contract on collective compliance concluded between the Customer and the Supplier which is newly replaced by the Contract as per the GTC;
- n) **Costs for cleaning up packaging waste** are the costs incurred for cleaning up waste from single-use plastic packaging specified in Part C or Part D of Annex No. 4 to the Packaging Act. These costs are borne by entities that dispose of the waste outside of designated areas and include the cost of subsequent transportation and processing of such packaging;
- o) **Non-paid packaging** refers to packaging for which an entity to whom the Customer handed over the packaging has demonstrably ensured the compliance of obligation of take-back and recovery in a due manner within the EKO-KOM collective compliance system and has duly paid for that;
- p) **Civil Code** refers to Civil Code No. 89/2012 Coll., as amended;
- q) **Term** refers to a calendar quarter (or another period if expressly agreed in the Contract);
- r) **Customer** refers to a party to the Contract under the GTC, i.e. Contract on Collective Compliance. The Customer is an entity which places packaging on the market or into circulation under the Packaging Act;
- s) **Remuneration** refers to the total remuneration paid by the Customer to the Supplier under Part III of the GTC;
- t) **Fee** is a financial amount that includes payment for administrative services specified in Art. IV. of the GTC associated with registering the Customer in the EKO-KOM collective compliance system for a specific calendar year. Additionally, it includes a yearly registration fee for the Customer under Sec. 30 Par. 2 Sentence two of the Packaging Act;
- u) **Authorised representative** is an entity which is authorised to do business, is established in the Czech Republic, and is designated by the Customer, who is not established in the Czech Republic, based on a separate contract to hold an office of the Authorised representative and to fulfil obligations under the Packaging Act on behalf of the Customer;

- v) **PRO EUROPE** refers to Packaging Recovery Organisation Europe s. p. r. l.;
- w) **Customer's VAT declaration** refers to a declaration of the Customer established outside the Czech Republic for the purposes of issuing tax documents. Its template is available in English on the Supplier's website;
- x) **Pre-paid packaging** refers to packaging for which an entity who handed over the packaging to the Customer has demonstrably ensured compliance of obligations of take-back and recovery in a due manner within the EKO-KOM collective compliance system and duly paid for that;
- y) **Competent authority** refers to the Czech Environmental Inspectorate or another competent administrative authority inspecting the EKO-KOM collective compliance system or an entity participating in the EKO-KOM collective compliance system;
- z) **Authorisation decision** refers to a decision issued by the Ministry, ref. No. OODP/9246/1440/3/02, on 28 March 2002. The respective decision allows the Supplier to ensure the collective compliance of obligations of take-back and recovery of packaging waste within the EKO-KOM system operated by it. It also allows the Supplier to conclude Contracts on Collective Compliance for that purpose. The validity of the Authorisation decision was repeatedly prolonged. The Authorisation decision is also another authorisation decision that replaces the decision under sentence one;
- aa) **Packaging Directive** refers to European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste, as amended;
- bb) **Contract** refers to a Contract on Collective Compliance made between the Supplier and the Customer, including these GTC and all their annexes, unless expressly provided otherwise;
- cc) **Principal Licensing Agreement** refers to the Principal Licensing Agreement under Art. XV. Par. 1 of the GTC;
- dd) **Parties** refer to both the Supplier and the Customer;
- ee) **EKO-KOM collective compliance system** is a system operated by the Supplier which allows the Supplier to ensure the collective compliance of obligations of take-back and recovery of packaging waste from sales, group, transport, and industrial packaging and of all types of packaging, and other obligations prescribed by the Packaging Act. The collective compliance is ensured in cooperation with municipalities in the Czech Republic and other entities authorised to dispose of waste within the EKO-KOM collective compliance system. Entities that are obliged to ensure the take-back and recovery of packaging and packaging waste also participate in this system, thus as contractual partners of the Supplier;
- ff) **GTC** refer to these General Terms and Conditions provided by the Supplier and form an integral part of the Contract, including annexes to the GTC. Applicable GTC are available on the Supplier's website;
- gg) **Statement** refers to a form that is attached as Annex No. 1 to the GTC. Its purpose is to provide data regarding the packaging produced by the Customer during the specific Term;
- hh) **Retail statement** refers to a form that is attached as Annex No. 2 to the GTC. Its purpose is

to provide data regarding packaging produced by the Customer during the specific Term in case of a retail version of the Contract under Part IV of the GTC;

- ii) **VAT Act** refers to Value Added Tax Act No. 235/2004 Coll., as amended;
  - jj) **Packaging Act** refers to Act No. 477/2001 Coll., on Packaging and Amendment of Some Acts (Packaging Act), as amended;
  - kk) **EKO-KOM Trademark** has its meaning, as defined in Part V of the GTC;
  - ll) **GREEN DOT Trademark** has its meaning, as defined in Part V of the GTC.
2. Other terms specified in the GTC or the Contract will be interpreted in accordance with the Packaging Act and secondary regulations to this Act.
  3. If the legislation is amended or replaced, the Authorisation decision is changed, and such change affects any contractual provision, the Parties will continue to interpret the Contract in accordance with their meaning and at the same time so that the Supplier as an operator of the EKO-KOM collective compliance system duly fulfil the obligations under the new regulations and Authorisation decision. If necessary, the Supplier is authorised to call the Customer to conclude an amendment to the Contract to adjust it to the new regulation or updated Authorisation decision in the scope corresponding to the amendment of legal regulation or the Authorisation decision; the Customer is obliged to conclude the amendment within thirty (30) calendar days from the date on which the Supplier called the Customer to do so; however, this does not affect the Supplier's right to amend the GTC in a manner under the Contract.

### **III.**

#### **Conclusion and Effectiveness of the Contract**

1. The Contract may only be made in writing, i.e. in documentary or electronic form.
2. If the Contract is concluded in documentary form, it is attached with handwritten signatures of persons authorised to act on behalf of the Parties. If the Contract is concluded in an electronic form, it is attached with the Qualified electronic signature of a person authorised to act on behalf of the Supplier and the Qualified electronic signature or another type of electronic signature of a person authorised to act on behalf of the Customer.
3. The Supplier's offer to conclude the Contract is made with reservation to amend the GTC, including their annexes. The Supplier is authorised to amend the GTC, including their annexes, at any time between making the offer to conclude the Contract and its conclusion. In such a case, the Supplier is obliged to notify the person who received the offer to conclude the Contract of such amendment in a manner defined in the offer and in accordance with the notification procedure under Art. V. Par. 3 of the Contract.
4. If the Contract is concluded between the absent Parties, with one Party delivering the offer and the other accepting it, then the acceptance of the offer by the other Party with an amendment or deviation that does not materially change the original terms, it is not deemed acceptance of the original offer, but it is deemed a new offer instead. If the reply to the original offer specifies the content of the draft target Contract in other words, it is also not deemed the acceptance of the offer. Such a reply is also deemed a new offer.

5. The Parties exclude the application of Sec. 1744 of the Civil Code, i.e. they exclude a possibility to conclude the Contract or any arrangement thereof through the acceptance of an offer where the offeree acts in accordance with the offer, in particular, if he provides or accepts the performance unless the Contract provides otherwise.
6. The Contract becomes valid and effective on the date of its conclusion. However, it applies to all packaging placed by the Customer on the market or into circulation from the first day of the Term in which the Contract was concluded. This also applies to the rights and obligations of the Parties that arose (occurred) after this date.
7. The Parties conclude the Contract in order to ensure the compliance of obligations of take-back and recovery of packaging waste and packaging, including the obligation to reimburse the Costs for cleaning up packaging waste and the obligation to carry out awareness-raising activities, as required by the Packaging Act, through the activities of the Supplier and his contractual partners. The Contract is also intended to promote mutual cooperation between the Parties aimed at intensification of sorting and recovering packaging waste and packaging.

**PART II**  
**OBLIGATIONS OF THE PARTIES**

**IV.**  
**Rights and Obligations of the Supplier**

1. The Supplier is obliged:
  - a) to ensure on behalf of the Customer the fulfillment of obligations under Sec. 10 to 12a of the Packaging Act through the EKO-KOM collective compliance system. The obligations include namely the obligations of take-back and recovery of packaging waste and the obligation of reimbursement of Costs for cleaning up packaging waste, the obligation to carry out awareness-raising activities and achieving the minimum recycled plastic content in packaging; the Supplier fulfils the obligation under Sec. 12a of the Packaging Act within the scope under the Authorisation decision;
  - b) to send the Customer a certificate of participation in the EKO-KOM collective compliance system (unless the Supplier did so under a previous contract on collective compliance concluded between the Supplier and the Customer) within fourteen (14) calendar days after the Customer has paid the Fee. This certificate serves as proof that the Parties concluded the Contract and the Customer has started participating in the EKO-KOM collective compliance system towards third parties;
  - c) to issue a certificate to the Customer after the end of a calendar year, confirming the fulfillment of the Customer's obligations under Sec. 10 to 12a of the Packaging Act for the relevant periods of the previous year, provided that the Customer has fulfilled all the obligations towards the Supplier, namely submission of all Statements in a due manner and payment of the Remuneration and the Fee. The Supplier is obliged to send the certificate to the Customer within thirty (30) calendar days after the expiry of the time limit for submission of a corrective statement under Art. V. Par. 3 Sentence two of the GTC for the last Term of the previous calendar year. The certificate must include information on how long the Customer participated in the EKO-KOM collective compliance system during the previous year and how much

packaging waste was taken back and recovered on behalf of the Customer based on the Remuneration paid. If the Contract is terminated before the end of the calendar year for which the certificate is issued, the Supplier will provide the Customer with the certificate only upon his written request;

- d) to publish the Customer's information in the database of his clients, which is available to the public on the Supplier's website;
  - e) to provide, upon the Customer's request, consultancy services in preventing packaging waste and a manner of labelling packaging for the purposes of further disposal through seminars, informative publications, and in especially exceptional cases, through ad hoc consults to the extent determined by the Supplier;
  - f) to grant the Customer a right to use the EKO-KOM trademark and GREEN DOT trademark on his products to the extent under Part V of the GTC which the Supplier has the right to use;
  - g) to pay an annual registration fee on behalf of the Customer under Sec. 30 Par. 2 of the Packaging Act and to fulfil registration and information obligations towards the Ministry under Sec. 23 Par. 1 and 2 of the Packaging Act;
  - h) to publish information about the results of the EKO-KOM collective compliance system on the Supplier's website. Information about any changes in the Authorisation decision is published by the Ministry in its Journal;
  - i) when ensuring the take-back of packaging waste, it is important to have a sufficient number of collection points that are available and have sufficient coverage in the Czech Republic with regard to situation of residences in a municipality as well as other requirements under the Packaging Act and Authorisation decision. When ensuring the take-back, the Supplier may not demand any payment from the consumer for making use of this option.
2. The Supplier ensures the compliance of obligations of take-back and recovery of packaging waste through the EKO-KOM collective compliance system in summary for all obliged persons (Customer) who participate in this system based on Contracts on Collective Compliance. The Supplier must demonstrate that the recovery rate required by the Packaging Act and the Authorisation decision is achieved in aggregate for all packaging in relation to which the Supplier assumed obligations under the Contracts on Collective Compliance.
  3. By concluding the Contract, the Supplier does not assume any special obligations of the Customer which arise to the Customer due to the fact that packaging that the Customer places on the market or into circulation is returnable packaging, especially special obligations related to deposit returnable packaging.
  4. The Supplier is not obliged to ensure the fulfillment of obligations arising from a special nature of packaging filled with dangerous items, dangerous substances or dangerous preparations that go beyond the Packaging Act and the Authorisation decision, nor are they required to bear the costs for such compliance. The conclusion of the Contract does not affect the obligations of the producer under special laws.
  5. For the purposes of the Contract, packaging means in relation to which the rights and obligations of a person placing packaging on the market or into circulation under Sec. 10 to 13 of the Packaging



Act apply by analogy under the Packaging Act are considered as packaging.

## V.

### **Rights and Obligations of the Customer**

1. The Customer is obliged to keep truthful and complete records of all packaging that is placed on the market or into circulation (incl. Exported packaging) in due and demonstrable manner under the Packaging Act, the Authorisation decision, and the Contract. The records must be demonstrable especially in relation to the Customer's bookkeeping.
2. The Customer is obliged to provide the Supplier with truthful and complete information about the quantity of all the packaging that has been placed on the market or into circulation under Sec. 2 Let. d) and e) of the Packaging Act (incl. Exported packaging) during the specific Term, specified by their type and quantity. This information must be provided in a uniform manner, in an electronic form, and in a format determined by the Supplier via e-mail, always within thirty (30) calendar days from the end of the specific Term. The information is always provided in the form of the Statement.
3. If the Customer erroneously states a different quantity of packaging in the Statement than he actually placed on the market or into circulation or supplied across the border (Exported packaging) in the specific Term, the Customer is obliged to provide the Supplier with a corrective statement for the Term for which he pays unless provided otherwise. The corrective statement must be provided no later than the deadline in which he is obliged to provide the Statement for an immediately following Term; if the corrective statement is provided for the Term which is the fourth calendar quarter (October – December), it must be provided before the end of February of the immediately following calendar year. If the audit results under Art. XXI. of the GTC reveal that the Customer stated a different quantity of packaging in the Statement than he actually placed on the market or into circulation or supplied across the border (Exported packaging) in the specific Term, the Customer is obliged to provide the Supplier with the corrective statement for such Term hereunder according to the findings of the audit no later than within thirty (30) calendar days from the provision of the audit report. If the Customer defaults on the provision of the corrective statement under the previous sentence of this Paragraph, the Supplier is authorised to impose a contractual penalty on the Customer under Art. XXIII. Par. 2 of the GTC, and the Customer is obliged to pay the contractual penalty.
4. If the corrective statement shows that the Supplier is entitled to higher Remuneration, the Supplier has a right to charge the Customer late payment interest of the increase under Art. XXIII. Par. 8 of the GTC from the date the Statement should have been submitted up to the due date of the payment obligation. The amount is enumerated by an invoice (corrective tax document, tax debit note) issued by the Supplier. He accounts for the increase, and the Customer is obliged to pay the late payment interest charged by the Supplier. If the Customer submits the corrective statement and pays the Remuneration and late payment interest in a due and timely manner, the Supplier's entitlement to the contractual penalty under Art. XXIII. Par. 2 and 3 of the GTC, which arose from the breach of the Contract remedied by the submission of the corrective statement, ceases to exist. However, the claim for the contractual penalty does not cease to exist if the corrective statement is submitted based on the audit under the previous paragraph. However, if the claim the contractual penalty ceases to exist, this does not affect or limit the Supplier's right to damages if occurred.
5. If the Customer wishes to challenge that he placed a smaller quantity of packaging or different types of packaging on the market or into circulation than he stated in the Statement (including an objection that he supplied a higher quantity of packaging across the border), he may only do so by submitting

a corrective statement within time limits specified in Art. V. Par. 3 Sentence two. Any objections raised after the deadline will not be considered as the Supplier gradually provides performance under the Contract based on the Statement. Even if the Customer subsequently finds that he has not placed any packaging on the market or into circulation, the objection cannot be taken into account.

6. The Supplier is authorised to unilaterally change the template and the structure of the Statement. He is obliged to inform the Customer about any changes either in an electronic or paper form. At the same time, the Supplier is obliged to publish the changes on the Supplier's website no later than during the Term in relation to which the changed Statement is to be applied. If the change in the Statement increases the Customer's obligations, the Customer is entitled to refuse the change and terminate the Contract with notice by analogy under Art. X. of the GTC. However, if the change and its scope are due to amendments in the law, a binding decision, or another measure by a competent administrative authority, the Customer cannot refuse the change. If the Customer does not terminate the Contract in accordance with the previous sentence, he is obliged to provide the Supplier with information through a new Statement starting from the date stated in the change, no sooner than for the Term in which the change of the Statement was notified; the notification is effective on the date of its publication on the Supplier's website.
7. The Supplier may unilaterally decide how records or reporting may be kept or carried out in a simplified manner and the conditions under which these simplified records may be kept and the reporting may be carried out. If the Supplier alters the record-keeping and reporting under the previous sentence, he is obliged to inform the Customer about any changes in writing, either in electronic or paper form. At the same time, the Supplier is obliged to publish the changes on the Supplier's website no later than during the Term in relation to which the simplified manner is to be applied. However, he is obliged to notify any cancellation or limitation of simplified record keeping and simplified reporting (in a similar manner as when it was introduced) no later than in the Term preceding the Term from which the change in record keeping is to be applied.
8. The Customer is obliged to notify the Supplier in writing of any changes to his information that is stated in the heading of the Contract, changes to his contact details stated in the Statement, and also any changes to a contact person no later than within fourteen (14) calendar days of the change. The notification will be sent to the email address of the Supplier indicated in the heading of the Contract. If the Customer fails to notify the Supplier of any changes, he will be obliged to pay the Supplier all costs and compensate for the damage caused. The Customer is not authorised to claim against the Supplier for information that was not notified in a due manner, as required by the Contract.
9. The Customer undertakes to cooperate with the Supplier as may be required by the Supplier to fulfil his obligations under the Contract or the Packaging Act. The Customer undertakes to cooperate with the Supplier as could be reasonably required from the Customer, namely to provide, upon request, other necessary information to ensure fulfillment of the Customer's obligations under Sec. 10 to 12a of the Packaging Act. If the Customer fails to cooperate, he is obliged to pay the Supplier all costs incurred and compensate for the damage caused.
10. The Customer is authorised to use the trademarks EKO-KOM and GREEN DOT on his products in accordance with Part V of the GTC to the use of which the Supplier is authorised. The Customer is also authorised to publish information in his promoting materials about his participation in the EKO-KOM collective compliance system operated by the Supplier based on the certificate issued under Art. IV. Par. 1 Let., b) of the GTC and certificate issued under Art. IV. Par. 1 Let. c) of the GTC, provided that the Contract is in effect and is duly performed by the Customer. The Customer may

not misuse any certificate issued under Art. IV. Par. 1 Let. b) and c) of the GTC; this obligation survives the termination of the Contract.

11. The Customer is obliged to suffer an audit under Art. XXI. of the GTC, provide an auditor appointed by the Supplier with all necessary information related to the packaging that the Customer placed on the market or into circulation and cooperate with the auditor.

### **PART III FEE AND REMUNERATION**

#### **VI. Common Provisions**

1. The Customer undertakes to pay the Supplier the Fee and Remuneration under Art. VI. to X. of the GTC for the fulfillment of obligations under Sec. 10 to 12a of the Packaging Act, namely for compliance of obligations of take-back and recovery of packaging waste, including awareness-raising activities, through the EKO-KOM collective compliance system. The Customer also undertakes to reimburse the Supplier the Costs for cleaning up the packaging waste. This reimbursement of costs is included in the remuneration. Neither the Remuneration or the Fee includes VAT, consumer taxes, or other similar taxes related to the provision of services consisting of collective compliance; however, if the Supplier becomes obliged to pay such taxes to the provision of services (as of the date of conclusion of the Contract, it is the obligation to pay VAT), the Customer undertakes to pay the Supplier such taxes, beyond the Remuneration and the Fee under the Contract, under the same terms and conditions as the Remuneration and the Fee. If the Customer becomes obliged to pay taxes from the Remuneration or the Fee abroad, the Remuneration and the Fee under the Contract will be deemed a net amount after taxation.
2. The Remuneration and the Fee will be paid through wire transfer to the Supplier's account unless the Customer and the Supplier agree in case of a particular payment otherwise. The Remuneration and the Fee are paid in Czech Crowns. Any fees associated with conversion and transfer to the Supplier's account are borne by the Customer; if the bank's special regulations do not allow such payment, the Customer is obliged to make the payment in such amount as to be sufficient to cover the Supplier's claim in full, even after any conversion and transfer fees. Similarly, the Customer bears all the fees associated with conversion or transfer if payment is made to the Customer's account for reasons caused by the Customer. Payment will be deemed successful once the amount is credited to the Supplier's account, which is stated in the tax document.
3. When the Customer defaults on payment of the Remuneration or the Fee, the Supplier does not default on his performance.
4. If the Supplier issues the Customer a certificate of discharge of a debt due under the Contract, this certificate only represents the discharge of a debt specifically stated in the certificate. The Parties expressly agree that if a debt has a later due date, a certificate of discharge for that debt does not automatically demonstrate that a debt with an earlier due date has been discharged.
5. If the circumstances change after the conclusion of the Contract to the extent that either Party finds it more difficult to perform their obligations under the Contract, it does not affect their obligation to discharge the debt. The provisions of Sec. 1764 Sentence two, Sec. 1765 and Sec. 1766 of the Civil Code do not apply.

6. The Parties agree to extend the limitation period for all rights that arose to the Parties under the Contract so that the limitation period of each right will last four (4) years from the date on which that right could be exercised for the first time.

## **VII. Fee**

1. The Customer undertakes to pay the Supplier the annual Fee for the duration of the Contract.
2. The amount of the Fee is determined by the Price list attached as Annex No. 3 to the GTC; VAT is added to it.
3. The provisions of Art. X. of the GTC will be applied by analogy to any changes to the Fee, and the Supplier must specify which calendar year the new Fee amount applies to; the Fee may only be changed during the respective calendar year due to a change in the registration fee under Sec. 30 Par. 2 of the Packaging Act. The Customer represents that he accepts in advance all changes in the Fee amount that may occur due to an amendment of the Packaging Act; in such cases, any change in the Fee (decrease or increase) is automatic, and the Supplier will only notify the Customer of the change through the Price list and the Customer will not become entitled to terminate the Contract with notice due to such a change. If the Fee for a given calendar year is changed after the provision of services for which the Fee has already been paid, the Supplier will correct the taxable amount and issue a corrective tax document to the Customer under the VAT Act.
4. The services provided during a calendar year for which the Fee is paid represent partial supply under the VAT Act. If the Contract lasted only for a part of a calendar year, the partial supplies represent administrative services provided during that part of the calendar year during which the Contract lasted (however, the amount of the Fee is not affected by the duration of the Contract, with the exception under Par. 5 or Par. 6 below). The services for which the Fee is paid are deemed to have been performed on the date of issuance of the invoice (tax document) under the VAT Act. The Fee is due based on an invoice (tax document) issued by the Supplier within fifteen (15) calendar days of the issuance of the invoice (tax document) but not before 15 January of the calendar year for which the Fee is paid.
5. If the Customer participated in the EKO-KOM collective compliance system during a certain Term of a calendar year in which the Contract was concluded, based on a previous Contract on Collective Compliance that has since ceased to exist, and has paid the Fee to the Supplier for that year based on the previous Contract on Collective Compliance, the amount of the Fee under Par. 2 will be reduced by the part of the Fee previously paid for the annual registration fee if the Fee has not been refunded to the Customer before.
6. If the Supplier is released from the obligation to pay the registration fee or its part on behalf of the Customer when complying with certain conditions and the Customer actually complies with these conditions as per the Packaging Act (e.g. for a reason under Sec. 30 Par. 3 of the Packaging Act), the Supplier will refund the paid Fee to the Customer. The Supplier is obliged to assess whether the conditions for refund of the Fee were met upon termination of the Contract during a calendar year, otherwise after the end of a calendar year. If the conditions for refund of the Fee are actually met, the Supplier is obliged to refund the Fee to the Customer by 30 March of the following calendar year. If the conditions for refund of the Fee are met and the Supplier has already paid the registration Fee to the competent tax (fee) authority, the Supplier is obliged to request the competent tax (fee) authority to refund the overpaid registration Fee without undue delay after he finds that the reasons

for refund of the Fee occurred; in such a case, the Supplier is not obliged to pay the Customer an amount corresponding to the Fee no sooner than fifteen (15) business days after the refund of the overpaid registration Fee from the competent tax (fee) authority. The Supplier is obliged to pay the Customer the amount corresponding to the reduction of the Fee and account for that he will correct VAT tax base and issue a corrective tax document (tax credit note) under the VAT Act. This does not affect the Supplier's right to set off the amount against any due or undue claims that the Supplier may have against the Customer, especially with respect to the Fee or Remuneration.

## **VIII. Remuneration**

1. The Customer further undertakes to pay the Supplier the Remuneration for the services provided by the Supplier, which include ensuring the compliance of obligations of take-back and recovery of packaging waste and fulfillment of other obligations under the Contract; an amount for the payment of Costs for cleaning up packaging waste paid to municipalities form a component part or a separate part of the Remuneration.
2. The services under Par. 1 of this Article provided in the specific Term for which the Remuneration is paid represent partial supply under the VAT Act. If the Contract lasts only for a part of the Term, the part of the calendar quarter in which the Contract lasts is the relevant Term. Unless provided otherwise, the partial supply is deemed to have been made under the VAT Act on the date on which the Supplier issues a tax document for the specific Term.
3. The Remuneration is calculated based on the total quantity of packaging which the Customer placed on the market or into circulation during the specific Term, in accordance with the Price list so that the relevant item of the Price list is multiplied with the quantity of packaging placed on the market or into circulation, stated in tonnes in the Statement, in the part concerning the Paid packaging. The calculated amount is added with VAT at the statutory rate. The amount of unit Remuneration under the Price list is usually determined by the category, type, and material composition of the packaging, or a special manner of use of the packaging or industrial branch in which the packaging will be used. Other criteria may also apply, as specified in the Price list.
4. The Prepaid packaging, Non-paid packaging, and Exported packaging is not subject to remuneration. However, the Customer is obliged to record such packaging and report it in the Statement. If the Supplier requests proof that certain packaging is prepaid, non-paid, or exported, the Customer must provide it. This fact is also subject to audit under Art. XXI. of the GTC.
5. The Remuneration is payable based on a tax document – invoice issued by the Supplier under Par. 3 of this Article above within thirty (30) calendar days from the issue date of the invoice; if the Customer submits the Statement late, the due date for the invoice is reduced to ten (10) calendar days; this due date will also apply even in case of the Remuneration under the corrective statement. The tax document must contain all the elements specified by the VAT Act.
6. The Supplier is authorised, at his own discretion, to request payment of advance payments for the Remuneration particularly if the Customer defaults on fulfillment of some obligations under the Contract or if charging advance payments is necessary for the EKO-KOM collective compliance system. In such a case, the Remuneration is payable based on an advance invoice issued by the Supplier, within thirty (30) calendar days from the issue date of the advance invoice; if the Customer submits the Statement for the previous Term late, the due date for the monetary obligation charged the invoice is reduced to ten (10) calendar days. The Supplier undertakes to provide the Customer

with a tax document confirming acceptance of the advance payment. Based on the Statement received, the Supplier undertakes to account for the advance payment paid for the relevant Term with an invoice having the elements of a tax document under the VAT Act. The Customer is obliged to pay the Supplier any possible balance Remuneration within thirty (30) calendar days from the issue date of the invoice that charged the advance payment; if the Customer submits the Statement late, the due date for the balance Remuneration is reduced to ten (10) calendar days. This due date will also apply even in the case of the balance Remuneration under the corrective statement. If the Supplier is found to have been overpaid, this will be taken into account when determining the amount of advance payments for the next period. The Supplier is authorised to use the overpayment of the Remuneration to settle any due and undue claims against the Customer. If the Contract is terminated, the Supplier will refund the overpayment of the Remuneration to the Customer's account within thirty (30) calendar days from termination of the Contract. This will happen no sooner than after the Customer has fulfilled all his obligations to the Supplier, namely submission of regular Statements and payment of possible Remuneration and Fee owed.

7. The amount of advance payments for the Remuneration, if applied under the decision of the Supplier, will be determined so that the amount of the advance payment for the specific Term is equal to the Remuneration for the immediately preceding Term, calculated under Par. 3 of this Article above, plus VAT at the statutory rate.
8. By making an advance payment for the Remuneration calculated under the Statement for the previous Term, the Customer confirms the data included in this Statement; this applies by analogy to any payments of the Remuneration calculated under the Statement.
9. If the Supplier's Remuneration claim changes due to the timely submission of a corrective statement, the Supplier will account for the change to the Customer so that he will correct the VAT tax base of partial supply made and issue a corrective tax document [tax debit note (in case of increased remuneration) or tax credit note (in case decreased remuneration)] for the Customer under the VAT Act. The amount of the increased or decreased Remuneration is due based on an invoice – corrective tax document (tax debit note or tax credit note) issued by the Supplier. The Supplier is authorised to set off the amount of the decrease of the claim for the Remuneration against any due or undue claim of the Supplier owed by the Customer.
10. The tax document, or another accounting document, may be issued in an electronic form with the Customer's consent provided that the Supplier issues it under the conditions prescribed by a special law (currently Sec. 26 Par. 3 of the VAT Act). The Customer usually grants this consent when filling out the Statement by choosing between options offered (filling out the respective item) and may revoke the consent; if the Customer granted consent in the Statement and did not choose the option to include his consent to the issuance of a tax document in an electronic form in any of the following statements, it applies that he revoked the consent until possible change of choice by the Customer.
11. VAT accounting in cases involving an international element: the Customer is obliged to provide the Supplier with all the necessary information required for proper invoicing (issuance of tax documents), including information contained in the Customer's VAT declaration, and any changes therein, in a due and timely manner. If the Customer has already provided the Supplier with the Customer's VAT declaration before conclusion of the Contract, it is confirmed that this declaration is truthful and valid as of the date of the Contract becomes effective. If the Customer meets statutory conditions for not being charged with VAT in addition to the Remuneration or the Fee (VAT exemption, transfer of the place of taxable supply outside the Czech Republic), he is obliged to

provide the Supplier with information demonstrating his eligibility for exemption no later than:

- a) before conclusion of the Contract if he meets the conditions once the Contract becomes effective;
- b) five (5) business days before submission of the Statement for the Term if the Customer started meeting the conditions during the Term or in the time until submission of the Statement for that Term;
- c) until the end of February of a specific year if the Customer meets the conditions in connection with the payment of the Fee for that year.

The Customer is also obliged to provide the Supplier with all the necessary information for proper invoicing (including its demonstration with relevant documents or statements of the Customer) within the time limits above. If the Customer fails to provide the Supplier with information that demonstrates meeting the statutory conditions for not charging VAT in the invoices for the Remuneration or the Fee, the Supplier will always charge VAT for the Remuneration or the Fee. If the Customer fails to inform the Supplier about any changes in the information within the specified time limits above, the Supplier will proceed from the last provided information. If the Customer claims not to be charged with VAT after the time limit, the Supplier is entitled to charge the Customer an administrative fee for each case (tax document issued) in the amount of CZK 500, and the Customer is obliged to pay the Supplier the fee charged.

12. If the audit carried out under Art. XXI. of the GTC shows that the Remuneration was overpaid due to the provision of untruthful or incomplete information under Art. V. of the GTC by the Customer, the Customer is authorised to the refund of such overpayment. The Customer will be refunded for the overpayment made under the previous sentence based on a corrective statement under Art. V. Par. 3 Penultimate sentence.
13. The Parties expressly agree that the Supplier is authorised to set off any due or undue claim owed by the Customer to the Supplier against any claim owed to the Supplier under the Contract.

## **IX.**

### **Special Provisions for Charging Remuneration (Minimum Amount)**

1. If the Customer has paid the Supplier the Remuneration in a certain calendar year based on the Contract in the amount which does not exceed the minimum amount valid as of 31 December of that calendar year, the Customer will pay the Remuneration in the immediately following year, annually after the submission of the Statement for the last Term of that calendar year.
2. The Supplier will announce the minimum amount valid for each calendar year on the Supplier's website; the amount is exclusive of VAT.
3. The relevant Term in relation to services for which the Remuneration is paid in this particular case is a calendar year; if the Contract lasted only for part of the calendar year, then the relevant Term is part of the calendar year during which the Contract lasted. Unless provided otherwise, in this particular case, services for which the Remuneration is paid are deemed to have been supplied under the VAT Act on the date on which the Supplier issues a tax document for the last part of the relevant Term.
4. If the Statements submitted by the Customer during the calendar year show that the Customer is obliged to pay the Supplier the Remuneration in the amount exceeding the minimum amount under this Article for the last part of this year (or this fact subsequently resulted from the corrective statement), the Supplier is authorised to demand payment from the Customer for the relevant Terms under Art. VIII. of the GTC. In such a case, the relevant Term for which the service is provided will be from the beginning of the year until the end of the Term preceding the first Term for which the Supplier requests payment of the Remuneration under Art. VIII. of the GTC; any services provided in the following part of the year will be governed by Art. VIII. of the GTC. The provision of Paragraph 3 above does not apply in such a case.
5. The obligations to keep records under Art. V. of the GTC and to report information from the records in a manner and time limits specified in that Article are not affected by the provisions of this Article.

## **X.**

### **Change in the Amount of Remuneration**

1. The Supplier is authorised to unilaterally change the Price list. For this purpose, the Supplier is authorised to notify the Customer of a change in the Price list (at the earliest for the following Term) in writing, in electronic form or in paper form, and at the same time publish this notification on the Supplier's website. The notification will cause a change in the Price list within the scope of the notification and will become effective from the date stated in the notification (which must always fall on the first day of the Term). The notification is deemed to have been made on the date on which the notification is published on the Supplier's website; the Customer is obliged to familiarise himself with the notification.
2. The Customer is authorised to refuse the amendment of the Contract and terminate the Contract with written notice. The notice of termination is the only manner agreed by the Parties to express disagreement with the unilateral amendment of the Contract made by the Supplier. The Customer may exercise the right to terminate the Contract with notice only within fourteen (14) calendar days of the notification (the time limit starts running from the date of publishing the notification on the Supplier's website). The notice of termination must include a reason for the termination consisting of the change of the Price list (e.g. as an express reference to this provision of the GTC). If the notice



of termination of the Contract is not made in writing or is delivered to the Supplier after expiry of fourteen (14) calendar days, it will not be made in the form agreed by the Parties and will not be deemed valid; if the notice of termination does not include a reason for termination consisting of the change of the Price list, it will not be deemed a valid notice of termination under this provision.

3. If the Customer terminates the Contract with notice in a manner under the previous paragraph of the GTC, the Contract will cease to exist on the date immediately preceding the Term from which the amendment of the Contract is to be effective. Except for cases justified by extraordinary circumstances, the Supplier is obliged to publish the notification under Paragraph 1 of this Article so that the time limit for the notice of termination starts running at least thirty (30) calendar days before the date from which the amendment of the Contract is to come into force.
4. If the Customer fails to terminate the Contract with notice in a manner under Paragraph 2 of this Article after receiving notification from the Supplier under Paragraph 1 of this Article, the Parties agree that the amendment of the Contract made by the Supplier's notification under this Article of the GTC will become effective and binding for both Parties from the date stated in the notification. It also applies when the Customer acts in accordance with the amendment made, i.e. he pays the Remuneration calculated under the changed Price list or when he makes another legal act towards the Supplier, which constitutes the acceptance of the proposed change of the Price list.
5. The Customer becomes entitled to terminate the Contract with notice due to the amendment under this Article of the GTC only if the amendment results in an increase of the Remuneration or the Fee.
6. The Supplier is authorised, at his own discretion, to unilaterally decide on providing a bulk discount from the Remuneration for a certain Term(s), even for certain items of the Price list only or retrospectively, usually based on the development of the waste disposal market. The Supplier will inform the Customer about such discount on the Supplier's website or by a written notification in an electronic or documentary form. The Customer is not entitled to terminate the Contract with notice due to the provision of such discount.

## **PART IV SPECIAL PROVISIONS**

### **XI.**

#### **Voluntary Assumption of a Higher Level of EPR Obligations**

1. The Customer is authorised to propose to the Supplier to assume voluntary EPR obligations in the form of a specific project that involves above-standard compliance of obligations of take-back and recovery of packaging waste or fulfillment of other obligations under Sec. 10 to 12a of the Packaging Act. Voluntary EPR obligations may be assumed when the conditions under the following paragraph are met.
2. In reasonable cases and under condition that:
  - a) the assumption of voluntary EPR obligations is in accordance with the Contract and the Packaging Act;
  - b) the assumption of voluntary EPR obligations is more relevant to the packaging market or disposal of packaging waste;

- c) the assumption of voluntary EPR obligations is based on a voluntary agreement between the Customer and the Ministry which concerns obligations corresponding to the voluntary EPR obligations;
- d) the assumption of voluntary EPR obligations will lead to achieving a higher level of fulfillment of obligations under Sec. 10 to 12a of the Packaging Act;
- e) the assumption of voluntary EPR obligations does not restrict or threaten fulfillment of other obligations in the EKO-KOM collective compliance system;
- f) the assumption of voluntary EPR obligations does not lead to any unjustified preference for a particular type of packaging or a particular entity in the competition;

the Customer and the Supplier may, upon proposal under Paragraph 1, conclude a separate amendment to the Contract that specifies the voluntary EPR obligations, conditions of their fulfillment, and their duration. The amendment under this Article of the GTC is an integral part of the Contract.

- 3. The Customer or any Other client of the Supplier participating in the EKO-KOM collective compliance system are authorised, at their own discretion, to propose and subsequently assume voluntary EPR obligations by concluding the amendment. The Customer and Other clients of the Supplier (customers) are also authorised to associate for the purpose of common voluntary assumption of obligations in question. The Supplier will allow the fulfillment of voluntary EPR obligations only under compliance with the principles prescribed by Sec. 21 of the Packaging Act and under non-discriminatory conditions. The Supplier will introduce each project, the subject matter of which is voluntary EPR obligations, on the Supplier's website.
- 4. If the assumption of voluntary EPR obligations requires extra costs on the part of the Supplier, the Supplier is authorised to reimburse such extra costs from the Customer through additional Remuneration for the fulfillment of voluntary EPR obligations. The Parties will agree on the additional Remuneration and conditions of its payment in an amendment under this Articles of the GTC; the provisions on the Remuneration, including late payment interest, contractual penalties, and withdrawal from the Contract, except for unilateral change of the additional Remuneration, will apply by analogy to the payment of the additional Remuneration.
- 5. Fulfillment of voluntary EPR obligations may be terminated with notice without any reasons under conditions specified in detail in the respective amendment concluded for the purpose of assumption of voluntary EPR obligations. Termination of such amendment does not affect the duration of the Contract.

## **XII.**

### **Performance through Authorised Representative**

- 1. The Customer who places packaging on the market or into circulation and is not established in the Czech Republic is authorised to appoint an Authorised representative under Sec. 13a of the Packaging Act to fulfil the obligations of the Customer under the Packaging Act. The Authorised representative may only be a person authorised to do business, established in the Czech Republic, and appointed by the Customer as his Authorised representative in a written contract. The Customer is obliged, at any time upon request of the Supplier, to prove the appointment of the Authorised representative under the written contract.

2. If the Customer decides to fulfil his obligations under the Packaging Act through the Authorised representative, the contract will be concluded between the Supplier, the Customer, and the Authorised representative appointed. In this case, the Contract will become effective by its conclusion between the Parties and the Authorised representative. Based on the contract, the Authorised representative will fulfil all the obligations of the Customer specified in the Contract. The Supplier will fulfil his obligations under the Contract and make legal acts primarily towards the Authorised representative; this does not affect the option to act towards the Customer.
3. If the Authorised representative breaches any obligation under the Contract, it is the Customer who is liable for fulfilling the obligation towards the Supplier. In such a case, the Supplier is authorised to require the Authorised representative and the Customer to fulfil the obligation. They are liable for the proper fulfillment of the obligations under the Contract jointly and severally. The liability of the Customer arises even if the Customer is not explicitly mentioned in any way in the contractual provision in question stipulating the obligation of the Representative; the same applies to the Authorised representative.
4. The Authorised representative is fully liable for fulfillment of the obligations under the Contract towards the Supplier and cannot be released from liability towards the Supplier with reference to acts or omissions of the Customer. Settlement of possible claims between the Authorised representative and the Customer is not subject to the Contract.
5. If the Supplier provides any notification or legal information towards the Customer, it is sufficient to provide it towards the Authorised representative instead of the Customer.
6. The Authorised representative acts in the relationship between the Customer and the Supplier on behalf of the Customer and has rights and obligations that are joint and several with the Customer. This means that the Authorised representative is authorised to exercise the Customer's rights and obliged to fulfil the Customer's obligations under the Contract, even if the Authorised representative is not mentioned in the relevant provision, all of the above except for any rights of the Customer that are factually related to its activities or entity, i.e. rights from an individual licence or rights arising exclusively to the Customer from participating in the EKO-KOM collective compliance system.
7. To avoid any doubts, the Parties state that the Authorised representative acts on his own behalf but to the account of the Customer with regard to the VAT Act; therefore, it applies that the services provided under the Contract within the meaning of this Article are received by the Authorised representative. The liability of the Customer under the Contract also applies to VAT within the meaning of this Article.
8. If the Contract is concluded under this Article and the Customer fulfils his obligations through the Authorised representative, the provisions of Article VIII. Par. 11 of the GTC will not apply.

### **XIII.**

#### **Retail Version of the Contract**

1. Provided that the Customer meets the condition specified in Paragraph 2 of this Article of the GTC and at the same time places packaging on the market or into circulation primarily by sale to consumers, he is authorised to conclude a retail version of the Contract with the Supplier hereunder. In such a case, the rights and obligations resulting from the Contract are governed by this Article unless expressly provided otherwise.

2. By concluding the Contract under the previous paragraph, the Customer expressly represents that it places packaging on the market or into circulation by sale to consumers and that another entity duly fulfils the obligations under Sec. 10 to 12a of the Packaging Act with respect to all packaging placed into circulation. In this case, the Customer undertakes to ensure that this entity will demonstrably fulfil these obligations under Sec. 10 to 12a of the Packaging Act, with respect to all packaging placed by the Customer into circulation throughout the term of the Contract concluded between the Customer and the Supplier. If the Customer's representation hereunder shows to be untruthful, the Supplier is entitled to withdraw from the Contract.
3. If the Contract is concluded under this Article of the GTC, the obligations to keep and submit records and pay the Supplier the Remuneration stipulated by the Contract apply to packaging placed by the Customer on the market. The obligation to keep and submit records to the Supplier also applies to Exported packaging.
4. If the retail version of the Contract under this Article of the GTC is concluded relating to EKO-KOM and GREEN DOT trademarks and their use, the obligations of the Customer, including the obligation not to place such unlawfully marked packaging on the market or into circulation, are not herewith affected.
5. The Customer undertakes, without undue delay upon request, to demonstrate to the Supplier that another entity actually duly fulfils the obligations under Sec. 10 to 12a of the Packaging Act and that the packaging placed on the market or into circulation is always marked with EKO-KOM and GREEN DOT trademarks in a lawful manner.
6. The Supplier is authorised to verify the fulfillment of the Customer's obligations under this Article of the GTC through an audit under Art. XXI. of the GTC.
7. The Supplier expressly states that he concludes the retail version of the Contract in good faith, relying on the truthfulness of the Customer's representations under Art. XIII. Par. 2 of the GTC, and in good faith that another entity will demonstrably fulfil the obligations under Sec. 10 to 12a of the Packaging Act in relation to all packaging placed by the Customer into circulation. If these expectations of the Supplier conflict with reality and the Contract is terminated, the Parties will conclude a possible subsequent Contract on Collective Compliance in a standard version with full records of packaging placed on the market and into circulation by the Customer.
8. The Customer who has concluded the retail version of the Contract under this Article of the GTC is authorised to conclude a standard Contract with obligations to the full extent at any time. For this purpose, the Customer and the Supplier will conclude a new Contract.
9. If the Parties conclude the Contract under this Article of the GTC, the Customer fulfils the obligations to keep records under Art. V. of the GTC through a Retail statement. In such a case, the Retail statement replaces the Statement for the purposes of fulfilling this Contract; the rules for the Statement under Art. V. of the GTC apply to the Retail statement.

**PART V**  
**LICENSING AGREEMENT "DER GRÜNE PUNKT" - "GREEN DOT"**

**XIV.**  
**GREEN DOT Trademark**

1. As of the date of conclusion of the Contract, the Supplier holds a licence for the use of “DER GRÜNE PUNKT” / “GREEN DOT” trademarks in the Czech Republic. These trademarks include all registered and unregistered marks (registered trademarks of goods and services, collective trademarks, brands, and external modifications acquired by use, companies, business names, and business insignia). They consist of an image symbol pictured in Annex No. 4 to the GTC or contain this image symbol along with verbal elements in German or another language, especially with words “DER GRÜNE PUNKT” or “GREEN DOT”. All marks that correspond to the definition are collectively referred to as the “GREEN DOT trademark” in the GTC and the Contract. The GREEN DOT trademark is based on international trademarks with the protection among others in the Czech Republic, registered in the International Register of Trademarks under numbers 579 144, 579 145, 585 713, 653 450 and 653 449 for the owner Der Grüne Punkt – DSD. The Supplier acquired the licence to use the GREEN DOT trademark by the Principal Licensing Agreement concluded on 12 April 2002 between the Supplier and PRO EUROPE, which holds the rights to grant licences to use the GREEN DOT trademark to entities that operate the system of disposal of used packaging in individual countries (except for Germany) in accordance with the Packaging Directive. PRO EUROPE was authorised to conclude such a contract with the Supplier based on “Generallizenzvertrag” with DSD.

The Supplier was granted with the licence:

- a) for the territory of the Czech Republic;
  - b) with the right to grant sub-licences (individual licences) to other entities in the Czech Republic that meet the requirements for the use of the GREEN DOT trademark;
  - c) for an indefinite period of time.
2. Additionally, the Supplier owns the “EKO-KOM” trademark, the image of which is included in Annex No. 5 to the GTC (in the Contract referred to as the “EKO-KOM trademark”). The provisions of Art. XV. Par. 1 – 6, Art. XVI., Art. XVII. of the GTC apply by analogy to the use of this trademark.

## **XV.**

### **Individual Licence**

1. By the Contract based on a licence under the Principal Licensing Agreement concluded with PRO EUROPE mentioned in Art. XIV. of the GTC, the Supplier grants the Customer a licence to use the GREEN DOT trademark on packaging placed by the Customer on the Czech market under the terms outlined below, i.e. an individual licence.
2. Under the individual licence, the Customer is authorised to mark packaging placed on the Czech market with the GREEN DOT trademark. The Customer may do so for packaging for which he paid the Supplier for the compliance of obligations of take-back and recovery of packaging waste in accordance with the Contract or if the Customer had another contractual partner who demonstrably paid for the compliance of obligations of take-back and recovery of packaging waste for that packaging within the EKO-KOM collective compliance system (for the entire packaging of an end product), if the packaging meets the following requirements:
  - a) it complies with the definition of terms under Art. 3 Par. 1 of the Packaging Directive; and

- b) it is not exempt from using the GREEN DOT trademark under the list prepared by PRO EUROPE. The list is not available at the time of signing the Contract. PRO EUROPE may prepare a list of certain products of a special nature, such as waste disposal and specific packaging, that require exemption from using the GREEN DOT trademark. Once prepared, the Supplier will send the list to the Customer within thirty (30) calendar days of its issuance.
3. The Supplier recommends that the Customer mark all single-use sales packaging and reuse packaging to which the licence applies with the GREEN DOT trademark if it does not meet the criteria of Sec. 13 Par. 3 of the Packaging Act. The Customer is not obliged to use the GREEN DOT trademark; however, if the Customer uses it, the remuneration for granting the individual licence is part of the Remuneration, i.e., the Supplier will not receive any other remuneration for granting the individual licence.
  4. The GREEN DOT trademark must be used in accordance with Annex No. 4 of the GTC, which specifies the graphic design and size, especially in light green and dark green colours. In exceptional cases, the GREEN DOT trademark may be used in other colours or marked with a plastic print. Any verbal or pictorial additions to the GREEN DOT trademark (other than “DER GRÜNE PUNKT” or “GREEN DOT”) require prior written consent of the Supplier (it also applies to additions used for the purposes of cross-border activities under Par. 9 of this Article of the GTC). The GREEN DOT trademark must be placed so as to be clearly visible to the consumer.
  5. The individual licence is non-exclusive.
  6. The individual licence is nontransferable, i.e., the Customer is not authorised to assign the individual licence to a third party without the Supplier's prior written consent or to grant sub-licences to third parties within the scope of the individual licence.
  7. The individual licence only applies to the territory of the Czech Republic. It does not apply to packaging intended for export to foreign countries, supply from the Czech Republic across the border to another Member State of the European Union, or packaging that is only transported through the territory of the Czech Republic for the purposes of its placing on the market in a foreign country.
  8. The Customer is aware of the fact that the use of the GREEN DOT trademark on packaging placed on the market outside the Czech Republic is not subject of the individual licence and that the rights to use the GREEN DOT trademark outside the Czech Republic belong to other entities (operators of national systems of disposal of used packaging) based on the contract with PRO EUROPE. When using the GREEN DOT trademark in the territory of foreign countries, the Customer must obtain consent from the respective authorised holder of rights to use the GREEN DOT trademark for that particular country. The Customer is aware of the fact that due to different laws in foreign countries, the use of the GREEN DOT trademark by the Customer on packaging may be inadmissible with regard to:
    - a) the type of packaging (e.g. by classification: sales, group, transport – under the definition of the packaging in the territories of those foreign countries);
    - b) the nature of packaging material;
    - c) the nature of goods (e.g. harmful substances);

d) for other reasons.

9. If the Customer is engaged in activities and relations that have effects in the territories of foreign states (cross-border activities), the Customer is obliged to take such measures when using the GREEN DOT trademark that he undoubtedly uses the GREEN DOT trademark on the basis of an individual licence for the Czech Republic, and not the GREEN DOT trademark with a licence for the territory of the specific foreign state (e.g. by using the GREEN DOT trademark with the word element in the Czech language "ZELENÝ BOD"). The Customer is obliged to tolerate similar use of the GREEN DOT trademark in the Czech Republic in cross-border activities of third parties who are authorised to use the GREEN DOT trademark in the territories of foreign states.

#### **XVI.**

##### **Purpose of GREEN DOT Trademark**

1. The GREEN DOT trademark, to which the individual licence under the Contract is granted to the extent under the GTC, reflects the Customer's financial participation in the EKO-KOM collective compliance system. By using the GREEN DOT trademark, the Customer indicates to third parties that the Customer has paid a financial contribution for the respective packaging to the Supplier to develop and operate the system, which was introduced in accordance with the principles stated in the Packaging Directive and the Packaging Act. The interpretation of the meaning of the GREEN DOT trademark, to which the Customer has been granted the licences under the Contract, is binding for the Customer. The Customer is obliged to comply with the interpretation in all his opinions and other acts towards third parties (i.e. in public notifications or information against third parties).
2. The Customer is always obliged to use the GREEN DOT trademark and interpret its meaning in his statements so that no misleading impression or confusion may arise and the legitimate interests of the Supplier, PRO EUROPE, and DSD are not prejudiced.

#### **XVII.**

##### **Inspection Authorisations of the Supplier**

1. The Customer is obliged to allow the Supplier to inspect the proper use of the GREEN DOT trademark and fulfillment of obligations under the Contract.
2. The Customer is obliged to provide the Supplier with information, as required by Art. V. of the GTC.
3. In addition, the Customer is obliged, at any time upon request of the Supplier, to provide the Supplier with packaging templates marked with the GREEN DOT trademark in order to inspect compliance with the conditions of the GTC.
4. The Customer is obliged to allow the Supplier to carry out an audit under Art. XXI. of the GTC in order to conduct inspection authorisations.
5. If the Customer uses the GREEN DOT trademark or EKO-KOM trademark without authorisation or uses them contrary to the content of the Contract, the Customer is obliged to remedy the violation without undue delay, no later than until the end of a reasonable period, which is determined by the Supplier and does not exceed sixty (60) calendar days.

#### **XVIII.**

##### **Duration of the Individual Licence**

1. The Principal Licensing Agreement replaces the licence granted under the “Provisional Principal Licensing Agreement” of 7 September 2000, which was granted to the Supplier temporarily until he obtains the proper principal licence from PRO EUROPE under the Principal Licensing Agreement. The principal licence became effective on 12 April 2002.
2. The Supplier has obtained the proper principal licence from PRO EUROPE under the Principal Licensing Agreement and grants the Customer a proper individual licence for an indefinite period of time.
3. If the Contract is terminated, the individual licence will be terminated as well.
4. If the proper principal licence of the Supplier under the Principal Licensing Agreement is terminated, then Part V of the GTC related to the GREEN DOT trademark will cease to be effective (except for Art. XVII Par. 3 and 4 of the GTC), but not in relation to the EKO-KOM trademark. In addition, the Supplier's obligation to grant the Customer the right to use the GREEN DOT trademark on its products will cease as well, but under the agreement between PRO EUROPE and the Supplier, the Customer has a special right to use the GREEN DOT trademark reasonably under the terms of the Contract for twelve (12) months from the termination of the individual licence; if the Supplier does not become entitled to that, even the Customer is not entitled to demand it.



**PART VI  
MISCELLANEOUS**

**XIX.**

**Awareness-raising Activities**

1. If the Customer places packaging on the market or into circulation by sale to consumers, he is obliged to inform customers and consumers about how to ensure the take-back under Sec. 11 of the Packaging Act. The Customer is also obliged to cooperate with the Supplier in carrying out awareness-raising activities under the Packaging Act and Authorisation decision, including holding informative events at the place of selling packaging (packed products) to consumers.
2. The Supplier is obliged to provide general information about how to ensure the take-back within the EKO-KOM collective compliance system and other information for consumers required by the Packaging Act and the Authorisation decision and to affect consumer behaviour change through national and regional media and electronic media.
3. The Customer hereby grants express consent to the Supplier to send messages, information, confirmation of delivery of messages, urgent notices, and other communications concerning the Contract and its performance by electronic means, in particular by electronic mail, to the relevant contact of the Customer (as a rule, to the Customer's electronic mail address), if the Customer has such a contact (electronic mail address) available. This consent also applies to sending commercial communications by the Supplier to the Customer regarding ensuring collective compliance and related services.

**XX.**

**Confidentiality, Non-exclusivity and Personal Data Protection**

1. The Parties undertake to keep confidentiality with respect to all confidential information they learned in connection with the Contract and to protect the confidentiality of information of the other against its unauthorized use by third parties. This does not affect the right of the Parties to disclose such information to their lawyers, tax advisors, auditors, or other persons bound by confidentiality obligation under a special law; such persons have to be informed of the confidentiality of the information. Any information about the conclusion (formation) and termination (extinguishment) of the Contract and any information about the Customer published in the Supplier's database of contractual partners will not be deemed confidential information.
2. The Customer agrees that the Supplier uses information about the quantity of packaging and packaging material placed by the Customer on the market or into circulation, which the Customer provides under the Contract, when demonstrating the fulfillment of obligations under the Packaging Act to competent administrative authorities and when fulfilling the record and information obligation towards the Ministry under Sec. 23 Par. 1 and 2 of the Packaging Act. The Customer also agrees that the Supplier uses the information in public in a consolidated statistical form that does not allow to retrospectively determine the quantity of packaging placed on the market or into circulation by the Customer.
3. The Supplier is obliged to take technical and organisational internal measures to protect confidential information. The Supplier is obliged to instruct his employees and members of his bodies about confidentiality obligations under the Contract and is obliged to thoroughly monitor its compliance. The Supplier's employees may not disclose confidential information which they learned in

connection with the performance of the Contract to other Supplier's employees or members of his bodies unless it is necessary for them to perform their work tasks or in terms of their job titles.

4. The Customer is aware that the Supplier will conclude Contracts on Collective Compliance with Other clients.
5. The Supplier is regarded as a personal data controller under GDPR. The Customer acknowledges that the Supplier, as the personal data controller, processes personal data to the extent stated in the Contract, manually or automatically, in an electronic or documentary form, in accordance with applicable legal regulations for personal data protection, and during the duration of the Contract, or after its termination for the period required to settle mutual rights and obligations, based on and for the purposes of the fulfillment of obligations resulting from binding legal regulations, namely the Packaging Act. The Supplier is authorised to provide the personal data to public authorities to the necessary extent. If the personal data is not provided, the Contract cannot be concluded. The Customer is authorised to contact the Supplier in matters related to personal data processing electronically at the e-mail address: [gdpr@ekokom.cz](mailto:gdpr@ekokom.cz).
6. The Supplier informed the Customer that he has a right to access personal data and a right to transferability of his personal data. If the Customer discovers or believes that the Supplier processes personal data in violation of the protection of the Customer's private and personal life or in violation of the GDPR, in particular, if the Customer's personal data is inaccurate with respect to the purpose of its processing, the Customer may ask the Supplier for an explanation or demand that the situation be remedied. In particular, this may involve the correction, completion, erasure of personal data or restriction of processing. The Customer is authorised to lodge a complaint with the Office for Personal Data Protection if he believes that the processing of personal data violates the applicable data protection legislation.

#### **XXI. Audit**

1. The Customer is obliged to allow an audit to verify the performance of the Contract by the Customer at the request of the Supplier or if such audit is initiated by Other client in accordance with Paragraph 4 below. The purpose of the audit under this Article of the GTC is to check the fulfillment of the obligations set out in the Contract.
2. The subject of the audit is to verify the accuracy and completeness of the information provided by the Customer to the Supplier under the Contract, including verification of fulfillment of other obligations under the Contract or, in cases expressly referred to in the Contract, verification of other specified facts. In particular, the audit will assess whether the Customer keeps proper records and provides the Supplier with complete and truthful information (in particular through Statements or, where applicable, through Retail statements), whether the Customer pays the Supplier proper Remuneration in accordance with the Contract, and whether the Customer fulfils his obligations under the Packaging Act in respect of all packaging he places on the market or into circulation.
3. The Supplier is not authorised to initiate an audit on the Customer more often than once in six (6) months.
4. Other client is authorised to request an audit when the following conditions are met:
  - a) he asks the Supplier to carry out an audit hereunder at the Customer and consents in this request

to the conditions of carrying out an audit that are stated in this Article of the GTC;

- b) he deposits a sum of CZK 80,000 plus VAT as a lump sum payment for the costs associated with the audit;
  - c) it is an entity which participates in the EKO-KOM collective compliance system for at least six (6) months; and
  - d) the Customer who is to be audited was not subject to the audit hereunder within the last six (6) months.
5. The audit will be carried out by an auditor appointed by the Supplier. The Supplier is obliged to publish on the Supplier's website a list of auditors whom he engages for the purpose of the audit under the Contracts on Collective Compliance. He is also obliged to keep the list updated.
  6. The Client is obliged to cooperate with the auditor in a due and timely manner necessary for the proper performance of the audit under the Contract, in particular to provide the auditor with truthful and complete information about the packaging the Customer places on the market or into circulation (including the provision of samples of such packaging and complete records of packaging and documents used to compile the Statements for the Term, which are the subject of the audit), and about the fulfillment of the Customer's obligations under the Packaging Act and the Contract and to allow the auditor to inspect his accounting records and other instruments and documents relating to the management of packaging. The Customer will provide the auditor with all supporting documents in a format that allows for a proper examination. Furthermore, the Customer is obliged to allow the auditor access to his premises under normal conditions, as well as to allow the auditor, in the presence of an authorised employee of the Customer, to access the Customer's logistics -and accounting information system and to obtain data exports from this system in an electronic form, or in paper form if the acquisition of data exports in electronic form is not possible (this authorisation of the auditor is limited to the audited period and the purpose of the audit). The auditor is authorised to process and store the documents, including data exports according to the preceding sentence, also outside the Customer's premises, in particular at its registered office. The Customer is obliged to allow the audit to take place in the Czech Republic; if the Customer and the Supplier agree, for reasons of special consideration, that the audit will take place outside the Czech Republic, the Customer is obliged to reimburse the Supplier for the extra costs incurred as a result.
  7. The auditor is obliged to act with professional care to protect confidential information obtained from the Customer and to protect the legitimate interests of the Customer. In particular, he is obliged to protect the Customer's trade secrets and not to disclose any information forming part of these trade secrets to any third parties other than the Supplier. The Supplier is obliged to contractually oblige the auditor to fulfil these obligations and is liable for the auditor's fulfillment of these obligations.
  8. Once the audit is complete, the auditor will prepare a report stating whether the Customer has duly fulfilled his obligations, the fulfillment of which is the subject of the audit, and which specific obligations and in what manner, if any, the Customer has breached. The auditor will send the report to both the Customer and the Supplier; if the audit was carried out at the request of Other client, the report will be sent in abbreviated form to that Other client. The abbreviated report will only indicate whether the auditor has found a breach of the Contract, provide a general description of the breach, and specify whether the breach is significant in terms of the Contract. Before forwarding the report, the auditor is obliged to discuss the preliminary version of the report with the Customer unless the

Customer fails to cooperate with the auditor without undue delay.

9. If the auditor finds that the Customer has breached his obligations and states in the report that the breach is significant to the Contract, the deposit will be returned to Other client no later than fifteen (15) business days from the date of delivery of the auditor's report to the Supplier. In other cases (e.g., the auditor finds no breach of the Customer's obligations or does not state in the report that he found a significant breach), the deposit paid by Other client to the Supplier will be forfeited and not refunded to Other client. In this case, the audit will be deemed a service provided by the Supplier to Other client. The Supplier will issue a tax document for the price corresponding to the deposit plus the applicable VAT. If the audit was carried out on the Supplier's own initiative, the Supplier will bear the costs of the audit.
10. The Customer is authorised to request an audit at entities also involved in the EKO-KOM collective compliance system under similar conditions as set out in this Article.
11. Neither the Customer, the Supplier, nor Other client who has requested an audit is authorised to claim from the other party the costs related to the audit without prejudice to the other provisions of this Article.
12. The Client acknowledges that the fact that the auditor has defined the audit period in a certain way does not preclude subsequent extension of the audit period, up to a total of twelve (12) Terms. The auditor will extend the audit period, in particular, if the results of the ongoing audit reveal a significant breach of the Customer's obligations under the Contract.
13. The provisions of Art. XXI. of the GTC (together with the related provisions of the Contract, including the contractual penalty clause) remain binding on the Parties even after the termination of the Contract, provided that the Supplier requests the commencement of the audit within twelve (12) months of the termination of the Contract.

## **XXII.**

### **Duration of the Contract**

1. The Contract is concluded for an indefinite period of time.
2. Either Party is authorised to terminate the Contract in writing at any time without giving any reason within three (3) months at the end of the Contract period. The contractual period means a period of every twelve (12) consecutive calendar months. For the first year of the Contract, the period commences on the first day of the period in which the Contract was concluded. For subsequent years, it commences on the first day of the period that coincides in sequence with the period in which the Contract was concluded.
3. The Supplier is authorised to withdraw from the Contract:
  - a) if the Customer defaults on providing a proper or complete Statement for more than thirty (30) calendar days or if the Customer defaults on submitting a corrective statement in response to the result of an audit under Art. V. Par. 3 Penultimate sentence of the GTC; or
  - b) if the Customer fails to cooperate with the auditor in a due or timely manner under Art. XXI. of the GTC; or

- c) if the audit reveals a breach of the Customer's obligation; except in cases where the auditor reports that he has only found a breach that is completely insignificant from the point of view of the Contract; or
- d) if the Customer defaults on any payment to the Supplier for more than thirty (30) calendar days; or
- e) if the Customer uses the GREEN DOT trademark or the EKO-KOM trademark without authorisation or in contravention of the content of the Contract (whereby the unauthorised use of the GREEN DOT trademark or the EKO-KOM trademark is deemed to include, in particular, placing on the market or into circulation of goods if such goods are marked with the GREEN DOT trademark or the EKO-KOM trademark without authorisation); or
- f) if the Customer's declaration under Art. XIII. Par. 2 of the GTC proves to be false; or
- g) if a decision on the Customer's bankruptcy is issued; or
- h) the Customer fails to fulfil any of his obligations to submit the Statement, pay the Fee or the Remuneration, or advance the Remuneration under the terms of the Replaced contract during its duration under Art. XXIV. Par. 3 of the GTC.

Withdrawal from the Contract does not affect the Supplier's right to receive any contractual penalties or other rights of the Supplier that have arisen before the date of termination of the Contract or before the date of withdrawal if the date of termination of the Contract precedes the date of withdrawal; withdrawal also does not terminate the obligation of the Customer for the non-fulfillment of which the Supplier withdrew from the Contract.

4. The right of both Parties to withdraw on the grounds provided for by law is unaffected. Before withdrawing from the Contract due to a breach of an obligation by the other Party, the Party intending to withdraw is obliged to first notify the other Party of the breach in writing in an electronic or paper form, at least fourteen (14) calendar days before the withdrawal. Alternatively, the Party intending to withdraw is authorised to grant the other Party a grace period of at least fourteen (14) calendar days for the performance. However, when granting this period, he declares that he intends to withdraw from the Contract if the other Party fails to fulfil his obligation within this grace period; the effects of withdrawal in the event of the expiry of this period in vain are governed by the rules set out in the following paragraph.
5. The withdrawal becomes effective, i.e. the Contract ceases to exist on the last day of the period in which the withdrawal is delivered to the other Party, with the following exceptions:
  - a) if the Customer defaults on payment of the Remuneration advance, the Contract ceases to exist as a result of the withdrawal on the last day of the Term immediately preceding the Term for which the Remuneration advance in question was due;
  - b) if the Customer defaults on payment of the Fee, the contract ceases to exist as a result of withdrawal on the last day of the calendar year immediately preceding the calendar year for which the Fee was due;
  - c) if the Customer defaults on payment of the Remuneration or the balance Remuneration, the Contract ceases to exist as a result of withdrawal on the last day of the Term for which the

Remuneration or the balance Remuneration should have been paid;

- d) if the Customer defaults on submission of an ordinary Statement (except for the submission of a Statement for the Term in which the Contract was concluded), the Contract ceases to exist as a result of withdrawal on the last day of the Term immediately preceding the Term for which the Statement was to be submitted;
- e) if the Customer defaults on submission of an ordinary Statement for the Term during which the Contract was concluded, the Contract ceases to exist from the very beginning as a result of the withdrawal;
- f) in the event of a decision on the bankruptcy of the Customer, the Contract ceases to exist as a result of the withdrawal on the last day of the Term in which the bankruptcy decision was issued;
- g) if the Customer fails to fulfil any of his obligations to submit the Statement, pay the Fee or Remuneration or Remuneration advance under the Replaced contract, the Contract ceases from the very beginning as a result of the withdrawal.

If the Customer fails to pay the first Fee due after the conclusion of the Contract, the Contract will be deemed not to have been formed.

- 6. The Contract ceases to exist automatically on the date of the termination of the Authorisation decision, if any. It will not cease, however, if the Authorisation decision is supplemented or amended in any way, or if a new Authorisation decision or another decision issued on the basis of another legal regulation is issued to the Supplier authorising the Supplier to ensure the compliance under the Contract, which would be contemporaneous with the Authorisation Decision. If the expiration of the Authorisation Decision is not announced in the Ministry's Journal within three (3) weeks of its expiry, the Supplier is obliged to inform the Customer of this fact by other appropriate means.
- 7. In the event of termination of the Contract, the Parties are obliged to settle their obligations under the Contract in a manner similar to the Contract; in particular, the Customer is obliged to submit the Statement to the Supplier also for the last period of the Contract in the manner and within the time limits specified in the Contract and to pay the Fee and Remuneration, all under the penalties specified in the Contract. After the termination of the Contract, submitting a corrective statement is not possible, except for a corrective statement drawn up on the basis of the relevant audit.
- 8. If required by law or by the Authorisation Decision, the Supplier is obliged to inform the Ministry of the termination of the Contract.

### **XXIII.**

#### **Contractual Penalties**

- 1. The Customer is obliged to pay a contractual penalty of CZK 1,000 to the Supplier in the event of a breach of any of the following obligations of the Customer:
  - a) the Customer defaults on submission of the first Statement;
  - b) the Customer defaults on payment of the Fee paid for the Term of the first calendar year of the Contract.
- 2. If the Customer defaults on the provision of an ordinary or complete Statement (except for the

Statement for the Term in which the Contract was concluded) or on submission of a corrective statement in accordance with the audit result under Art. V Paragraph 3 Penultimate sentence of the GTC, the Supplier is authorised to charge the Customer a contractual penalty of CZK 500 for each day of default and the Customer is obliged to pay the contractual penalty.

3. If the Customer provides the Supplier with untruthful or incomplete information under Art. V. of the GTC, which would lead to a reduction in the Supplier's claim for the Remuneration (the occurrence of the Remuneration arrears), the Supplier is also authorised to charge the Customer a contractual penalty in the amount of one half of the absolute value of the difference between the Remuneration calculated on the basis of the information provided and the Remuneration calculated on the basis of complete and truthful information, and the Customer is obliged to pay it to the Supplier. The amount of the contractual penalty will be calculated based on the Remuneration applicable to the Term for which the information was provided contrary to the Contract.
4. If the Customer, by any act or omission, frustrates the audit under Art. XXI. Par. 4 Let. b) of the GTC above or any part thereof, or fails to cooperate with the auditor contrary to the Contract, the Supplier is authorised to charge the Customer a contractual penalty in the amount of the deposit under Art. XXI. Par. 4 Let. b) of the GTC above (excluding VAT), and the Customer is obliged to pay it; this does not affect any other claims for contractual penalties under other provisions of the Contract. If the Customer, by any act or omission, repeatedly frustrates the audit or any part thereof or repeatedly fails to cooperate with the auditor in violation of the Contract, the Supplier is again authorised to charge the Customer the contractual penalty under sentence one, even repeatedly.
5. The Supplier is also authorised to charge the Customer the contractual penalty in the amount referred to in Paragraph 4, Sentence one if the Customer fails to keep records under Art. V. of the GTC, if these records are substantially deficient, or if the Customer fails to demonstrate to the auditor in the course of an audit under Art. XXI. of the GTC that the records are properly maintained, and the Customer is obliged to pay the contractual penalty charged.
6. If any obligations under Art. XX. Par. 1 to 3 of the GTC are breached, the injured Party is authorised to charge the breaching Party a contractual penalty of CZK 30,000 for each individual case, and the breaching Party is obliged to pay the contractual penalty.
7. If the Customer breaches his obligation under Art. VIII. Par. 11 of the GTC and the competent administrative authority assesses the Supplier with additional VAT or other taxes or imposes an administrative sanction on the Supplier, the Supplier is authorised to charge the Customer a contractual penalty of CZK 3,000, and the Customer is obliged to pay the contractual penalty.
8. If the Customer defaults on the discharge of any monetary obligation under the Contract, the creditor is authorised to demand from the defaulting Party, in addition to the amount due, late payment interest on the amount due at the statutory rate (Sec. 1970 of the Civil Code).
9. The claim for the contractual penalty under the Contract and the payment of the contractual penalty do not affect the right to damages or reimbursement of unjustified enrichment or the right to payment of late payment interest. If the Customer breaches any of his obligations under the Contract, the Customer is obliged to compensate the Supplier in full for any damage caused to the Supplier.

#### **XXIV.**

#### **Common And Final Provisions**

1. The Contract is governed by the laws of the Czech Republic, specifically the Packaging Act and the Civil Code. The Parties also agree that the court with territorial jurisdiction for the settlement of any disputes arising from the Contract is the court having jurisdiction according to the place of the Supplier's registered office at the time of conclusion of the Contract (Section 89a of the Civil Procedure Code).
2. If the Contract is executed in a documentary form, it is executed in two (2) counterparts, of which each Party receives one counterpart. If the Contract is concluded between the Parties and the Authorised representative, it is drawn up in three (3) copies and each of the Parties and the Authorised representative receive one copy. If the Contract is concluded in an electronic form, only one identical electronic copy will be made.
3. If the Replaced contract has been concluded between the Parties, the Parties are obliged to settle their obligations under the Replaced contract for the period up to the termination of the Replaced contract under the Replaced contract; in particular, the Customer is obliged to provide the Supplier with the Statement also for the last period of the Replaced contract in a manner and within the time limits specified in the Replaced contract and is obliged to pay the Supplier the Fee and Remuneration, or the Remuneration advance, all under the penalties specified in the Replaced contract. The Parties hereby undertake to fulfil any outstanding obligations arising under the Replaced contract for the duration of the Replaced contract, under the terms of the Replaced contract.
4. The invalidity of any of the provisions of the Contract will not affect the validity of other provisions. If any provision of the Contract becomes ineffective or invalid, the Parties undertake to replace such provision without undue delay with a new provision having the same or similar purpose.
5. The Customer represents that he is aware of the issuance of the Authorisation decision by the Ministry and that he has familiarised himself with this decision.
6. If the Customer defaults on payment of more than one of his monetary obligations owed to the Supplier, the Supplier is authorised to set off the Customer's payment against any of the Supplier's debts at his own discretion, including the Customer's earliest due debt.
7. Individuals representing the Parties and possibly the Authorised representative, when concluding this Contract, represent that they are fully authorised to conclude a valid contract.
8. The failure of either Party to exercise any right arising for them under or in connection with the Contract or the GTC will not be construed as a waiver or relinquishment of such right, nor will such failure to exercise be deemed a usage or practice contrary to such right.
9. The Supplier's signature on notifications, reminders, invitations, etc., as well as on the Contract and documents aimed at amending or terminating the Contract, may be replaced by mechanical means (facsimile signature).
10. In the event of the assignment of a claim arising from the Contract to a third party, the assigning party (the creditor) is obliged to notify the other party (the debtor) of this fact in writing; the debtor may not take any other form of notification into account.
11. The following annexes form part of these GTC:



- Annex No. 1: Statement template;
- Annex No. 2: Retail statement template;
- Annex No. 3: Price list;
- Annex No. 4: Image of “DER GRÜNE PUNKT” – “GREEN DOT” and
- Annex No. 5: Image of “EKO-KOM” trademark.

These GTC come into effect on 1 April 2024.

LIBERAL TRANSLATION