

CONTRACT ON COLLECTIVE COMPLIANCE

Parties:

1. EKO-KOM, a.s.

Company ID: 25134701, VAT No.: CZ25134701

Company with its registered office at Na Pankráci 1685/17, 140 21 Prague 4,

Registered in the Commercial Register of the Municipal Court in Prague, Section B, File 4763,

Represented by: Mgr. Martin Fojtík, Client Department Director, with Power of Attorney,

Bank details: ING Bank N.V., organizační složka, Prague,

Bank account No.: 1000366402/3500

IBAN: CZ10 3500 0000 0010 0036 6402

SWIFT: INGBCZPP

Czech data box identifier: kbbdu2k

E-mail address: info@ekokom.cz

(the “**Supplier**”) as the first party

and

2. (Customer) _____

Company ID: _____,

VAT No.: _____

company having its registered office at _____,

represented by: _____,

Data box identifier: _____

(the “**Customer**”) as the other party

(the Supplier and the Customer hereinafter collectively referred to as the “**Parties**” or each individually referred to as the “**Party**”)

conclude on this day, month and year a Contract on Collective Compliance under full agreement on all below-mentioned facts under Packaging Act No. 477/2001 Coll. Sec. 13 Par. 1 Let. c) (the “**Packaging Act**”) and under Civil Code No. 89/2012 Coll., as amended (the “**Civil Code**”). The Contract’s text is attached below; the Contract and the General Terms and Conditions of EKO-KOM, a.s., which regulates rights and obligations arising from the Contract on Collective Compliance (the “**GTC**”), form an integral unit. The unit represents uniform terms and conditions under Sec. 21 Par. 1 Let. a) of the Packaging Act.

CONTRACT ON COLLECTIVE COMPLIANCE

(the “**Contract**”)

I.

Introduction

1. The Supplier is a joint-stock company that was issued the Authorisation decision under Sec. 17 of the Packaging Act. The Authorisation decision was issued by the Ministry of the Environment, ref. No. OODP/9246/1440/3/02, on 28 March 2002; its validity was repeatedly prolonged. The given decision allows the Supplier to ensure the collective compliance of obligations of take-back and recovery of packaging waste, including related obligations, within the EKO-KOM System operated by it. It also allows the Supplier to conclude contracts on collective compliance for that purpose.
2. The Supplier is authorised to ensure collective compliance for sales, group, transport, and industrial packaging and for all types of packaging. The collective compliance is ensured in cooperation with municipalities in the Czech Republic and other entities authorised to dispose of waste within the system operated by the Supplier. Entities obliged to ensure the take-back and recovery of packaging and packaging waste also participate in this system (the “**EKO-KOM Collective Compliance System**”), thus as contractual partners of the Supplier.

3. By concluding the Contract, the Customer represents that it is an entity which places packaging on the market or into circulation under the Packaging Act. This means that the entity is obliged to ensure the take-back of such packaging or packaging waste and that the waste from packaging placed on the market or into circulation is recovered within the scope of the Packaging Act. Namely, the Customer has duties under Sec. 10 to 12a of the Packaging Act.
4. The Customer expressly represents that it places packaging on the market or into circulation primarily by sale to consumers and that another entity duly fulfills the obligations under Sec. 10. to 12a of the Packaging Act with respect to all packaging placed into circulation. 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.
5. With regard to the Customer's representation in the previous paragraph of the Contract, the Parties enter into a retail version of the Contract under Part IV of the GTC.
6. The rights and obligations of the Parties are regulated in detail in the GTC provided by the Supplier. Its current version as of the date of conclusion of the Contract is available on the Supplier's website: www.ekokom.cz (the "Supplier's website").

II. Subject of Contract

1. The Supplier undertakes to ensure on behalf of the Customer fulfillment of the obligations of take-back and recovery of packaging waste and the obligations of reimbursement of costs for cleaning up packaging waste related to single-use plastic packaging, as specified in Part C or Part D of Annex No. 4 of the Packaging Act. The Supplier also undertakes to ensure the minimum recycled plastic content in packaging placed on the market or into circulation, as required by law, carry out awareness-raising activities and ensure fulfillment of other obligations under the GTC. On the other hand, the Customer undertakes to pay Remuneration for these services.
2. If expressly provided in the GTC, the Contract may also obligate the Customer to cooperate with the Supplier when ensuring the recovery of packaging waste that the Customer produces. In this case, the Supplier is obliged to pay the Customer Remuneration for such performance. In the event under the previous sentence, the GTC will regulate detailed non-discriminatory conditions of the scope and manner of cooperation between the Parties when ensuring recovery of packaging waste produced by the Customer.

III. Remuneration

1. The Customer undertakes to pay the Supplier Remuneration for performance provided under the Contract and a fee, in the amount and manner as outlined in Part III of the GTC.

IV. General Terms and Conditions

1. The rights and obligations of the Parties are outlined in detail in the GTC. They are fully applicable to the performance rendered between the Parties under the Contract.
2. The Customer represents that he familiarised himself with all the provisions of the Contract and the GTC, including annexes, and that all the provisions were easy to read and understand. The Customer also acknowledges that he used the possibility that the Supplier provided additional clarification of the provisions of the draft Contract and the GTC. The Customer did not find any provision to be particularly disadvantageous to the Customer, grossly contrary to business practice or against the principle of fair dealing.

V.
Amendment of the GTC

1. The Supplier is entitled to unilaterally amend the content of the GTC, including their annexes, in a manner under Paragraphs 3 to 6 below; amendments to statements will be preferably made in a manner under Part II of the GTC, while amendments to Remuneration will be preferably made under Part III of the GTC.
2. The Parties agree that the nature of the Contract may require reasonable amendments to the content of the GTC and their annexes in the future, particularly with respect to the development of the market for secondary raw materials, ensuring the collective compliance of obligations of take-back and recovery of packaging waste, obligations related to take-back and recovery of packaging waste, and other obligations under the Packaging Act. Other reasons for amendments include the volume of packaging waste (total volume) as well as the share of the total volume of waste in the Czech Republic (relative volume), factual changes in the management of waste and secondary raw materials, legislative changes, economic or structural changes in the waste management system in the Czech Republic, and other essential reasons.
3. The Supplier is authorised to send the Customer written notification of any amendment of the GTC, either electronically or in writing, to the Customer's address. The Supplier is also authorised to publish the notification on the Supplier's website. The notification will cause a change within the scope of the notification and will become effective from a date stated in the notification, which must always fall on the first day of a calendar quarter (the "**Term**"). The notification is deemed to have been made on the date on which the notification was published on the Supplier's website; the Customer is obliged to acquaint himself with the notification; the Supplier is obliged to notify the Customer of the change at least sixty (60) calendar days before the change becomes effective.
4. If the Customer receives the notification from the Supplier under Paragraph 3 of this Article of the Contract, the Customer is entitled to terminate the Contract with written notice and refuse the amendment; the notice of termination is the only manner agreed by the Parties to express disagreement with the proposed amendment. The Customer may exercise the right to terminate the Contract with a notice hereunder only within fourteen (14) calendar days of the notification under Paragraph 3, sentence one. The notice of termination must contain a reason for the termination consisting of the amendment of the GTC, such as an express reference to this provision of the Contract. If the notice of termination is not made in writing or delivered to the Supplier within fourteen (14) calendar days, it will not be considered valid; if the notice of termination does not include a reason for termination consisting of the amendment of the GTC, it will not be considered a valid notice of termination under this provision.
5. The notice period is thirty (30) calendar days from the date the Supplier receives the notice of termination. The Contract will cease to exist on the date immediately preceding the effective date of the GTC amendment.
6. By its omission, i.e. if the Customer fails to terminate the Contract in a manner described in Paragraph 4 hereof after receiving the notification from the Supplier under Paragraph 3 hereof, it will be deemed that the Customer consents to and accepts the proposed amendment. It also applies when the Customer makes another legal act towards the Supplier, which constitutes the acceptance of the proposed amendment.

VI.
Licence
GREEN DOT Trademark
EKO-KOM Trademark

1. Based on a licence under the "Principal Licensing Agreement" with PRO EUROPE mentioned in Part V of the GTC, the Supplier hereby grants the Customer authorisation to use the GREEN DOT Trademark on packaging placed by the Customer on the Czech market within the scope and under the terms outlined in Part V of the GTC.
2. The Supplier hereby further authorises the use of the EKO-KOM Trademark within the scope and under the terms outlined in Part V of the GTC.
3. The details regarding the scope and duration of the individual licence hereunder and its use are also outlined in

VII.
Final Provisions

1. The Contract comes into force and effect in accordance with the GTC (Part I of the GTC).

Once effective, this Contract replaces a previous Contract on Collective Compliance concluded between the Parties on _____ (the “**Replaced Contract**”) and applies to packaging placed by the Customer on the market or into circulation from the day of a period in which the Contract became effective. The Supplier is entitled to perform an audit of the Customer hereunder also for the fulfillment provided under the Replaced Contract. However, the audit will assess the fulfillment (its provision in a due and timely manner and entitlement to Remuneration) under the Replaced Contract, and if a breach of the Replaced Contract is identified, the sanction will be applied under the Replaced Contract. The Parties are obliged to settle their liabilities under the Replaced Contract for a period until the Replaced Contract ceases to exist in accordance with the Replaced Contract. The Customer is particularly obliged to provide the Supplier with a statement for the last term of the Replaced Contract in a manner and within the time limits specified in the Replaced Contract. The Customer is also obliged to pay the Supplier Remuneration, all under sanctions specified in the Replaced Contract.

If the Parties did not conclude a contract on collective compliance before, or if the contract on collective compliance was terminated before the conclusion of this Contract, the terms of the Contract will apply to any packaging placed by the Customer on the market or into circulation from the first day of the period in which the Contract became effective.

2. Individuals representing the Parties upon conclusion of this Contract hereby represent that they are fully authorised to conclude a valid contract.
3. The Parties unanimously represent that they read the Contract before signing it, familiarised themselves with the GTC, including their annexes, and that the Contract was executed after mutual negotiation under their true and free will, that they agreed on its content in witness whereof they attach their signatures.
4. **To avoid any doubts, the Customer confirms that he familiarised himself particularly well with the provisions contained in Article V. of the Contract (Amendment of the GTC) and with the provisions contained in the GTC:**

- in Article III. (Manner of Conclusion of the Contract),
- in Article V. (Reporting, Record Keeping, Submission of Corrective Statements),
- in Part III (Change in Remuneration, Payment of Fee and Remuneration),
- in Part IV (Retail Version of the Contract),
- in Part V (Licencing Provision, Scope of a Licence, Terms of Using a Licence),
- in Article XXI. (Audit of Fulfillment of Obligations),
- in Article XXIII. (Contractual Penalties),
- in Article XXIV. (Obligation to settle Liabilities under the Replaced Contract, Authorisation of the Supplier to settle),

and expressly accepts these provisions.

Prague, on _____

(place) _____, on _____

EKO-KOM, a.s.
Supplier

company
Customer

The General Terms and Conditions of EKO-KOM, a.s., which regulates the rights and obligations arising from the Contract on Collective Compliance, including their annexes and related documents can be found on our website or via QR code: www.ekokom.cz/en/clients/contract/



LIBERAL TRANSLATION