

## 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](mailto:info@ekokom.cz)

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

and

**2. (Customer)**

Company ID: \_\_\_\_\_,

VAT No.: \_\_\_\_\_

Company with its registered office at \_\_\_\_\_,

Represented by: \_\_\_\_\_

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

and

**3. (Authorised Representative)** \_\_\_\_\_

Company ID: \_\_\_\_\_,

VAT No.: \_\_\_\_\_

Company with its registered office at \_\_\_\_\_,

Represented by: \_\_\_\_\_,

Czech data box identifier: \_\_\_\_\_

(the “**Authorised Representative**”)

(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 Sb. Sec. 13 Par. 1 Let. c) (the “**Packaging Act**”) and under Civil Code No. 89/2012 Sb., 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 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 rights and obligations of the Parties and the Authorised Representative 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](http://www.ekokom.cz) (the "Supplier's website").
5. The Customer is not established in the Czech Republic and appointed an Authorised Representative based on a separate written contract under Sec. 13a of the Packaging Act to fulfill obligations under the Contract. The Authorised Representative is obliged to fulfill all obligations under the Contract and the GTC, as specified below, on behalf of the Customer, and thus under the terms and conditions of Part IV of the GTC. If the Authorised Representative breaches any obligation under the Contract, it is the Customer who is liable for fulfilling the obligation towards the Supplier. The Authorised Representative is fully liable towards the Supplier for fulfilling the obligations under the Contract and cannot be released from liability towards the Supplier with reference to acts or omissions of the Customer.
6. The Authorised Representative and the Customer jointly acknowledge that they concluded a separate contract on the appointment of an Authorised Representative under Sec 13a of the Packaging Act and are aware of all legal consequences of performing through an Authorised Representative under the Contract and the GTC. If a written contract between the Authorised Representative and the Customer under the previous sentence of this Paragraph is not concluded validly and effectively as of the date of conclusion of the contract, this Contract is deemed to be that written contract on the appointment of an Authorised Representative under Sec 13a of the Packaging Act. In this particular case, the Customer appoints the Authorised Representative to be an Authorised Representative under Sec 13a of the Packaging Act for an indefinite period of time. The Authorised Representative accepts the appointment.
7. The Authorised Representative acts 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 entitled to exercise the rights of the Customer and obliged to fulfill the obligations of the Customer under the Contract and the GTC, even if the Authorised Representative is not mentioned in the relevant provision, all of the above under the terms and conditions of Part IV of the GTC. The exceptions are rights of the Customer factually related to his activities or entity, i.e. rights from an individual licence or rights arising exclusively to the Customer from participation in the EKO-KOM Collective Compliance System.

## **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 and the Authorised Representative are outlined in detail in the GTC. They are fully applicable to the performance rendered between the Parties under the Contract.
2. The Customer and the Authorised Representative jointly represent that they familiarised themselves 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 and the Authorised Representative also acknowledge that they used the possibility that the Supplier provided additional clarification of the provisions of the draft Contract and the GTC. The Customer and the Authorised Representative 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 Part V of the GTC.

## **VII. Final Provisions**

1. The Contract comes into force and effect 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 period in which the Contract was concluded. This also applies to the rights and obligations of the Parties that have arisen (occurred) after this date (Part I of the GTC and Part IV of the GTC).
2. Individuals representing the Parties and the Authorised Representative upon conclusion of this Contract hereby represent that they are fully authorised to enter into a valid contract.
3. The Parties and the Authorised Representative 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 and the Authorised Representative confirm that they familiarised themselves 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 (Performance through the Authorised Representative),
- 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 accept these provisions.

Prague, on \_\_\_\_\_ (place), \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**EKO-KOM, a.s.**  
Supplier

\_\_\_\_\_  
**company**  
Customer

(place), \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**company**  
Authorised Representative

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/](http://www.ekokom.cz/en/clients/contract/)



LIBERAL TRANSLATION