**Contract on performance of reserved duties**

**ON2024XXX**

Concluded under the provisions of the Act No. 79/2015 Coll. on waste and on the amendment of certain laws as amended and pursuant to the provisions of Section 269, par. 2 of the Commercial Code

(hereinafter as "The Contract")

**Contracting Parties:**

1. Business name: **E-cycling s.r.o.**

 Registered office: Nad plážou 14554/33, 974 01 Banská Bystrica, Slovakia

 Statutory body: Ing. Martina Iždinská - company executive

 PhDr. Jarmila Kováčová - company executive

 Bank connection: Slovenská sporiteľňa, a.s.

 IBAN: SK56 0900 0000 0003 0504 6923

 SWIFT, BIC: GIBASKBX

 Company ID number: 44 714 203

 VAT ID number: SK2022800769

 Registered in: Commercial Register of the District Court in Banská Bystrica,

 Section: Sro

 Insert number: 16344/S

 Web: [www.e-cycling.sk](http://www.e-cycling.sk)

 E-mail: info@e-cycling.sk

hereinafter as "**OPR**"

2. Business name: To be filled in

 Registered office: To be filled in – address: street, city, postal code

 Statutory body: To be filled in – name, surname of the person and its function

 Bank connection: To be filled in

 IBAN: To be filled in

 SWIFT, BIC: To be filled in

 Company ID number: To be filled in

 VAT ID number: To be filled in

 Registered in: To be filled in, Section: To be filled in

 Insert number: To be filled in

 Web: To be filled in

 E-mail: To be filled in (contact person for payments)

 Phone number: To be filled in

hereinafter referred to as "**Customer**"

(Both the OPR and the Customer together as "**Contracting Parties**")

**concerning the performance of the reserved duties**

[x]  packaging producer;

[x]  producer of non-packaging products.

**Article I**

**Introductory provisions**

1. The Customer is:

[x]  in accordance with the provisions of Section 52 par. 11 of the Act No. 79/2015 Coll. on waste and on

the amendment of certain laws, as amended (hereinafter as the "Act"), by the producers of packaging. The Customer declares that he has been notified to him pursuant to Section 27, part. 3 of the Act covers extended liability of producers and fulfillment of reserved duties. The Customer declares that, in accordance with the obligations stated in Section 27, par. 4 of the Act is obliged to ensure the fulfillment of the obligations stated in Section 54 par. 1 point d) to f) of the Act and is interested in securing their fulfillment through the OPR on the basis of a contractual relationship and in accordance with Section 27 par. 6 point b) of the Act.

[x]  in the sense of Section 73 par. 3 and 4 of the Act to producers of non-packaging products. The

Customer declares that he has been notified to him pursuant to Section 27, par. 3 of the Act covers extended liability of producers and fulfillment of reserved duties. The Customer declares that, in accordance with the obligations stated in Section 27, par. 4 of the Act, is obliged to ensure the fulfillment of the obligations stipulated in Section 74 par. 1 point a) to b) of the Act and is interested in securing their performance through OPR on a contractual basis and in accordance with Section 27, par. 6 point b) of the Act.

2. OPR is, within the meaning of Section 28 par. 1 of the Act, the organization of producers

responsibility, which, in accordance with the authorization granted, provides a system for the co- management of packaging waste and waste from non-packaging products and which, under the terms and conditions stipulated in this Contract, provides the fulfillment of the reserved obligations specified in item 1 of this Contract.

**Article II**

**Subject of the Contract**

1. OPR undertakes, under the terms and conditions agreed in this Contract and in accordance of the Act,

 to provide to the Customer:

 1.1 Compex service of collection, transport, recovery and

 [x]  the recycling of packaging waste that has been placed on the market or distributed by the Customer, at least at the rate of recovery and recycling set out in Annex No. 3 of the Act and the collection, transport, recovery and recycling of packaging waste, which are part of separately collected municipal waste components, at least in the amount of the Customer's collection rate;

[x]  disposal of waste from non-packaging products that the Customer has placed on the market and is part of the separately collected municipal waste components in its entirety, at least in the amount of the Customer's collection share;

1.2 The management and retention of the data records referred to the item 1.1 and reporting of the data referred to the item 1.1 to the competent waste management authorities to the extent specified by the Act or related implementing rules.

1.3 Informing end-users about how to collect waste from these products that are part of municipal

 waste.

 1.4 Provision of support consultancy in the field of packaging waste and non-packaging waste.

 OPR undertakes to provide the Customer with the services referred to in this point to the extent of the information provided by the Customer.

2. The Customer undertakes to fulfill the obligations under this Contract and of the Act, and in particular,

 to pay OPR the agreed remuneration.

3. In the event that OPR ensures the fulfillment of the subject matter of the Contract through third parties,

 it shall be liable to the Customer for performance as it would have done itself.

4. OPR is not responsible for the fulfillment of the obligations (reserved or otherwise), of which the

 Customer ensures himself, or through other persons than OPR.

**Article III**

**Subject of Contract provision period**

**Fulfillment date for the complex service of waste handling**

1. Complex service of waste handling defined in the Article II item 1 of this Contract is one complex service of the same kind.

2. Both Contracting Parties have agreed that the complex service is delivered individually based on the quarterly report according to individual waste streams.

3. The Member is obliged to send quarterly report to OPR within 10 days after the end of each quarter of the relevant calendar year.

**Article IV**

**Scope of cooperation and obligations of OPR**

1. OPR undertakes, under the terms and conditions stipulated in this Contract to provide the Customer with assistance in registering the Customer in the Producers' Register under Section 27, par. 4 point a) in conjunction with Section 30 of the Act and in the event of notification of changes to the registered data, if the Customer demonstrably communicates to the OPR, in accordance with this Contract.
2. OPR undertakes to ensure for the Customer the fulfillment of the obligations specified in Article II, item 1.1 to the extent stipulated by the valid legislation at the time of the Customer's obligation. OPR commits the Customer to inform about the amount of its market share and / or its collection share determined on the basis of a special regulation for the calendar year concerned.
3. Unless otherwise provided in specific legislation, OPR undertakes to ensure for the Customer compliance with the obligations set out in Article II, item 1.3 by providing relevant information to the Customer which is entitled to disclose it to his own discretion and to the possibility to disclose (eg. on his website) and indicating that he fulfills the statutory obligations through an OPR waste management system. For this purpose, the Customer, in Contract with the OPR , is entitled to use the logo designating the system operated by OPR. The terms of use of the logo will be the subject of a specific contractual arrangement.
4. OPR undertakes to provide operational assistance and assistance in the case of controls by the state supervisory authorities in waste management subject to the third sentence of this point of the Contract. Unless otherwise specified by OPR, professional assistance and assistance under this point shall be included in the remuneration payable under Article II item 2 of the Contract. OPR reserves the right to refuse or charge the provision of expert advice, if its focus or scope exceeds the scope of this Contract.
5. OPR undertakes to submit confirmation of the fulfillment of the legal obligations to the Customer in accordance with the valid legislation for the previous calendar year, always by March 31 of the following calendar year.

6. If all the following conditions will cumulatively met:

- A fine will be imposed to the Customer by the decision of the competent state supervisory authority in the waste management system for packaging and packaging waste and for non-packaging products and waste from non-packaging products (hereinafter referred to as the "Decision about imposition of fine") for deficiencies caused by the activity/inactivity of the OPR, and at the same time,

- the deficiencies imposed in the Decision about imposition of fine will consist in the breach of the obligations by the OPR under this Contract and the relevant legislation, and at the same time,

- the Customer will not delay the proper performance of any obligations imposed by this Contract and/or the applicable laws,

the Customer has the right to claim damages to the amount of legally imposed fine and any costs of the administrative proceedings. In the event of the commencement of the administrative procedure, the Customer is obliged to inform the OPR immediately of this fact and, if the OPR requests, the Customer is obliged to appoint a representative to represent him in this matter. OPR will determine this representative. Appointed representative will be entitled to represent the Customer in all proceedings in such a case until all possible remedies have been exhausted. In the event that an OPR determines a representative, will bear the costs associated with him.

7. OPR is authorized to perform a checking the accuracy of datas provided by the Customer at any time when requested by OPR. After the delivery of the request, the Customer is obliged to provide all the necessary co-operation for the performance of the activities under the previous sentence. The Customer acknowledges that OPR is in the sense of Section 28 par. 4 point j) of the Act compulsory to report any deficiencies to the Coordination Center and the Slovak Environmental Inspectorate found out.

8. OPR is also entitled to perform all the activities or performances that it allows to perform or which imposes the Act to execute by the OPR.

**Article V**

**Rights and obligations of the Customer**

1. The Customer is obliged to:

1.1 [x]  keep a true and complete records about packaging and packaging materials in accordance

 with the relevant provisions of the Act and the implementing regulations;

[x]  keep a true and complete records of non-packaging products and materials in accordance

 with the relevant provisions of the Act and the implementing regulations;

 1.2 provide the OPR with the true and complete data and informations necessary to fulfill OPR

 obligations and provide the necessary co-operation;

 1.3 promptly (within 10 days since the change occured) notify to OPR any change in its

 identification datas, legal status or subject matter, or in the type, composition, quantity and

 characteristics of packaging / non-packaging products, in so far as it may affect the proper

 performance of OPR obligations;

 1.4 to submit, on request of the OPR, documents proving the accuracy of the provided data about

 quantity of packaging / non-packaging products placed on the market in the Slovak Republic,

 within 30 days of delivery of the written request from the OPR;

 1.5 to carry out strictly the obligations laid down by the Act and other legislation, in particular when

 their fulfillment may affect the proper performance of the OPR obligations;

 1.6 enable the OPR to perform the verification of the accuracy of the data provided;

 1.7 to submit to the OPR information on the quantities of packaging / non-packaging products placed on the market in kilograms for the previous calendar year, if the Customer placed packaging / non-packaging products on the market in the Slovak Republic.

2. The Customer is obliged to provide OPR in quarterly terms with detailed, true and complete written

informations about quantity of all packaging and packaging materials / non-packaging products placed by the Customer in the relevant quarter of the year according to their type, material and quantity in kilograms, according to the relevant Annexes of this Contract no later than 10 days of the following calendar quarter and completed according to Annex No. 3. of the Contract.

3. The Contracting Parties agree that, for the purposes of fulfilling the obligations under the item 2 of this Article of the Contract, they will preferably communicate electronically via the portal created by the OPR. For this purpose, after the conclusion of the Contract, the Customer will receive the access name and password that he will use by sending electronic reports under the item 2 of this Article of the Contract.

4. The Customer undertakes to issue to the OPR a power of attorney, on the basis of which OPR for the Customer will properly fulfill the registration and reporting obligations established by the Act. Granting a power of attorney is an integral part of this Contract in Annex No. 1.

5. The Customer is obliged to notify the OPR any change in the identification datas, legal status or subject matter or in the type, composition, quantity and characteristics of the reserved product within 10 days of the origin of change. In the event that the Customer fails to notify the OPR about change of the mentioned datas above, within the time limit according to the previous sentence, it is a violation of the Contract. In such a case, the OPR is obliged to make a change in the Producers Register within 15 days from the date when the Customer declares the change provably.

6. At the time of signing the Contract, the Customer is obliged to provide all datas stated in the relevant Annex of this Contract containing the registration datas and these must be true and complete on the date of signature of the Contract. The Customer is obliged to keep the provided data valid and complete for the entire duration of the Contract and, if necessary, to update them in accordance with this Contract.

7. The Contracting parties note that the Customer is solely responsible for the completeness and correctness of the datas provided to the OPR and the OPR during the performance of the activities under this Contract and the Act is based on the datas provided by the Customer. With regard to the provision of Section 27 par. 11 of the Act (through the conclusion of a contract about fulfillment of the reserved obligations between the producer of the reserved product and the relevant organization of producers responsibility) the responsibility of the producer of the reserved product for the fulfillment of the reserved obligations is transferred to this OPR, except obligations which are provided by par. 4 point e) and g) of the Act. The Customer declares that if, by virtue of a valid decision, the OPR will have to pay any sanction imposed for breach of an obligation passed to OPR in accordance with that statutory provision and the merits of which will consist in the unlawful act of the Customer and / or infringement of the Customer's obligations set up by this Contract, the Act or the implementing rules, the Customer undertakes, upon request and without limitation, to reimburse the damage incurred to the OPR, up to the amount of the legally imposed sanction (fine) and the costs of the administrative and judicial proceedings that shall arise.

**Article VI**

**Remuneration**

1. The Customer undertakes to pay to OPR remuneration for the services ordered by the Customer with the OPR by sending the report for the respective calendar quarter. Delivery of a statement is considered to be a binding (firm) order, except cases as agreed in this Contract (eg. Article VI, item 6). The remuneration is calculated as the conjunction of the total weight of the packaging / non-packaging products in kilograms which form the basis of the obligation for collection, shipment, recycling and disposal of waste in the relevant quarter and commodity rates determined in accordance with Annex No. 2 of this Contract. Part of remuneration calculated on the basis of the statement is not Value Added Tax (hereinafter as "VAT"). VAT will be added to calculated remuneration in the amount of corresponding tax rate according to the applicable law.

2. The Customer pays to OPR a remuneration according to the item 1 of this Article of the Contract on the basis of the invoice issued by OPR. The invoice is payable within 21 days of the date of its issue to the Customer, in accordance with the item 1 of this Article of the Contract and will be realized through the Bank on OPR account specified on the first page of this Contract, regardless of when the invoice was issued.

3. If OPR invoice does not have the prescribed formalities in accordance with the relevant VAT Act or if the invoice contains incorrect data, the Customer is entitled without undue delay to return invoice to OPR, indicating the missing requirements or indicating the incorrect datas. If the Customer rightfully return the invoice, actual term of payment will be interrupted and the new term of payment will begin from the date of issue of corrected invoice.

4. The Customer grants acceptance, within the meaning of Section 71, par. 1 point b) of Act No. 222/2004 Coll. on value added tax as amended (hereinafter as "VAT Act"), to send an invoice by OPR in electronic form (hereinafter to as "Electronic Invoice"), according to the item 1 of this Article.

5. The electronic invoice fulfills all the requirements of the invoice in accordance with Section 74 of the VAT Act and is a full-valued tax document. The Customer acknowledges and agrees that the Electronic Invoice is a substitute for the invoice in paper form.

6. OPR undertakes to send the Electronic Invoice to the Customer by e-mail to the e-mail address of the person responsible for the payments inducted in the identification datas of this Contract. The electronic invoice will be sent as a PDF document. The Customer undertakes to have secure access to the e-mail address for delivery of the Electronic Invoice for the entire duration of the Contract and to update it. The Customer declares that he has exclusive access to this e-mail address.

7. The Customer is obliged to notify OPR without undue delay of any change that could affect the delivery of the Electronic Invoice, in particular the change of the e-mail address.

8. If the Electronic Invoice is not delivered to the Customer within the time limit for issuance of the invoice according to the item 2 of this Article, he shall be obliged to notify OPR without undue delay about it. In case of failure of this obligation, OPR is not obliged to prove the sending of the Electronic Invoice.

9. An electronic invoice is deemed to have been delivered and its content notified to the Customer on the day of its sending to the Customer's e-mail address.

10. OPR reserves the right, at its discretion, to issue and deliver an invoice for any period (i) in written, instead of a document in electronic form or (ii) in electronic form and also in written. In the first case, the invoice is deemed to have been delivered on the date of delivery of the written invoice. In the second case, the invoice is deemed to have been delivered according to what is happening earlier, i.e. either delivering the Electronic Invoice or delivering it in written.

11. The Customer's payment obligation to pay remuneration to the OPR paid through the Bank is fulfilled by the amount fully paid and credited to an account of the OPR.

12. If the Customer is late in fulfillment this obligation to pay remuneration to the OPR in accordance with the item 1 of this Article of the Contract, OPR is entitled to claim against the Customer charge delay in the amount of 0,05% of the owing amount for each day of delay.

13. In the event that the Customer fails to pay remuneration to the OPR within the actual term of payment, OPR shall send to the Customer a call for payment. If the remuneration will not be paid within 30 days of sending this call to the Customer, OPR is not obliged to continue in fulfillment those activities in which the conclusion of this Contract did not result in transfer of liability from the Customer (as a producer of the reserved product) to the OPR in accordance with Section 27, par. 11 of the Act and at the same time OPR is not in delay with the fulfillment of these obligations, until the expiration of 5 days from the full payment of the owed amount. OPR procedure under the previous sentence is not considered as a breach of its duty arising from this Contract. The Customer declares that he is aware of these facts and notes that OPR is not obliged to inform him of these facts separately. The Customer acknowledges, that in the event of a Customer's delay in the payment of his liability of more than 30 days, OPR is obliged to report this fact to the Coordination Center.

14. The Contracting Parties agreed, that if remuneration to the OPR according to the item 1 of this Article of the Contract does not reach the amount of EUR 25.00 (VAT excluded), in the relevant quarter of the year, OPR is entitled to invoice a minimum remuneration of EUR 25.00 (VAT excluded). That part of the minimum remuneration, which constitutes a calculation between the real basis of the remuneration to the amount of EUR 25.00, represents the coverage of the material and administrative costs associated with the fulfillment of the existing OPR obligations according to this Contract. Entitlement to a minimum remuneration of EUR 25.00 (VAT excluded) also arise if the Customer's statement has zero basis for the obligation to collect and appreciation of waste in the respective quarter. The minimum remuneration in this case represents coverage of the administrative costs associated with the fulfillment of the existing OPR obligations.

15. OPR will inform the Customer about the change in the rates (recycling fees) for commodities determined in the Annex No. 2 of this Contract in writing (by e-mail) by sending new rates (prices) for individual commodities listed in the Annex No. 2 of this Contract. In the case of notification of new rates according to the previous sentence, the Customer is entitled to disagree with the new rates, in writing, within 14 (fourteen) calendar days from the written notification of the new rates. In the case that the Customer expresses disagreement with the new rates, under this point of the Contract, OPR is not entitled to change the amount of remuneration, but is entitled to withdraw from the Contract pursuant to Article VII, item 6. d. of this Contract. In the case that the Customer does not express his disagreement in writing and within the period under the item 15. of this Article, after the written delivery of the notice of the change in rates, then is valid, that the Customer has accepted the proposal of the OPR to change rates for commodities determined in the Annex No. 2 of this Contract, and is obliged to pay the OPR remuneration according to the changed rates, which thus become obligatory for both parties. This also applies if the Customer paid to OPR remuneration calculated according to the new rates, or if the Customer performs another legal act for the OPR representing the acceptance of the proposal to change of the rates.

**Article VII**

**Duration and termination of the Contract**

1. This Contract is concluded for a specified period untill 31.12.20XX.

2. The Contract enters into force and takes effect on the date of signature of the Contracting Parties. At the same time, all previous contracts and arrangements will expire.

3. The Producer of the reserved product may terminate the Contract in accordance with the Section 27, par. 14 point a) of the Act.

4. OPR may terminate the Contract without any reason, but always only with effect to December, 31 of the calendar year, if the notice on Contract termination is delivered to the other party untill August, 20 in the year in which the contractual relationship has to be terminated. The Contract shall be terminated according to the previous sentence at the earliest after 2 years from the date of its entry into force.

5. Each Contracting Party may withdraw from the Contract if the other party breaches any of the obligations set out in this Contract and there will be no remedy even on the basis of a written request with a reasonable additional period of at least one month from the date of delivery, unless the Contract provides otherwise.

6. OPR may also withdraw from the Contract:

a. for reasons for which, according to the Act, it would not have to sign a contract with the Producer of the reserved product on performance of reserved duties,

b. due to the fact that the Customer will be in arrears with the payment of the obligation arising from the Contract for a period longer than 30 days,

c. due to the fact if a sanction will be imposed to OPR according to Article V, item 7. of the Contract,

 d. due to the fact that the Customer will disagree with the draft of OPR on the change of the recycling fees (rates) for commodities determined in the Annex No. 2 of this Contract according to Article VI, item 15. of this Contract.

7. Customer is entitled to terminate the Contract also in case, that the Ministry will legally revoke the authorization of the OPR (pursuant to Section 94, par. 2 of the Act).

8. By withdrawing from the Contract, the Contract is not interrupted from the beginning, but only from the date of delivery of the written withdrawal to the other Contracting Party. The withdrawal must be written, must be delivered to the other Contracting Party and must be the reason stated for the resignation. The period within which withdrawal is effective according to the item 6. d. of this Article is at the end of the next quarter of a respective year.

9. The termination of the Contract does not invalidate the right to payment of remuneration, including accessories, provided that such claim arises prior to the termination of the Contract. Termination of the Contract shall not give rise to any claim for damages if the reasons which have led to the occurrence of the damage have arisen over the duration of the Contract.

**Article VIII**

**Delivery of documents**

1. Documents shall be delivered to the address of the Contracting Party's registered office stated on the first page of this Contract or in the Annex of this Contract containing the registration details. The Contracting Party is obliged without undue delay to notify the change of the registered office to the other Contracting Party which the change relates.

2. The document shall be deemed to have been delivered on the day of its actual delivery or on the expiry of the withdrawal period after its store at the relevant post office. If the last day of the period shall be Saturday, Sunday or holiday, the last day of this period will be the next business day.

3. If the addressee refuses to accept delivered document, the document shall be deemed to have been delivered on the date on which its acceptance was refused.

4. For the electronic delivery of the statements, the statement shall be deemed to have been received on the next working day following the day on which it was technically submitted via the Internet site in the agreed form, in accordance with the Article V items 2 and 3 through the form on web-portal E-cycling s.r.o. ([www.e-cycling.sk](http://www.e-cycling.sk)) presentation system.

**Article IX**

**Other arrangements**

1. All informations provided by the Contracting Parties to each other in connection with the fulfillment of the agreed obligations according to this Contract shall be treated as confidential and the Contracting Parties undertake not to disclose it to a third party, except for disclosure to persons who are, under OPR Contract, members of the system for the co-management of waste handling and with the exception of disclosure these informations to the third parties, which is necessary for the proper fulfillment of the Contract and also the third parties do not use these informations in contradiction to their purpose, for their needs. The content of this Contract, including its attachments, is also considered to be confidential.

2. The Contracting Parties undertake to provide necessary assistance in fulfilling the agreed obligations and to notify each other of any circumstances and informations that may affect the fulfillment of the conditions agreed in this Contract.

3. A Contracting Party that breaches its obligation under this Contract shall be liable for damages incurred by the other Contracting Party, except for proof that the breach of obligations was caused by circumstances excluding this liability.

4. The obligation of secrecy according to the item 1 of this Article of the Contract shall not apply to the fulfillment of the obligations imposed by the Act and other relevant legislation.

**Article X**

**Resolution of disputes**

1. The Contracting Parties undertake to resolve any disputes, in particular, by agreement between the

Contracting Parties. In the absence of agreement, either of the Contracting Party (even without the consent of the other Contracting Party) is entitled to apply to a general court whose jurisdiction is given under applicable procedural law relating to the disputed subject matter.

**Article XI**

**Common and final provisions**

1. Change of this Contract may be made only by written agreement of the Contracting Parties in the form of an amendment signed by both Contracting Parties.
2. In matters not governed by this Contract, the contractual relationship shall be governed by the relevant provisions of the Act, the Commercial Code and, where applicable, the other legislation of the Slovak Republic.
3. If some of the provisions of this Contract are not effective in whole or in part or later lose their effectiveness, the validity and effectiveness of the other provisions shall not be affected. Instead of ineffective provisions and for filling in the gaps, a legal regulation will be used, which, as far as legally possible is as close as possible to the meaning and purpose of this Contract, if by signing of this Contract the Contracting Parties take this issue into account. In the event that any provision of the Contract concerning the rights and obligations provided by the Act will be in conflict with the cogent legal regulation stated in the Act (or with its implementing law), this will not affect the validity of the Contract, but for the modification of the contractual relationship in this part will be decisive legal regulation expressed in the Act (by its implementing law).
4. In the case, that after the entry into force of this Contract appears the need to modify an existing Annex or to create of a new Annex to this Contract, the Contracting Party which acquires such knowledge shall immediately edit the text of the Annex or to create the text of a new attachment and the Customer is oblidged to provide the necessary cooperation (if necessary). The new expression always replaces the old expression. The attachment becomes a part of the Contract by delivery to the Customer. The procedure in accordance with the item 1 of this Article shall not apply. The Annexes (except Annex No. 1 - Power of Attorney) may also change the OPR by the announcement to the Customer, providing that, this is only a change in the extent necessary to synchronize listed Annexes with the change of relevant legislation and in the case of Annex No. 2 (Rates) only when there is no increase of recycling fees (rates).
5. This Contract is drawn up in two equal versions, one for each Contracting Party. Inseparable part of this Contract are the Annexes, which are marked this way and are drawn up in accordance with this Contract.
6. The Contracting Parties declare that they have read this Contract, understand it, and sign it as a sign that the content of this Contract corresponds to their true and free will.
7. The Contracting Parties have agreed that the conclusion of this Contract shall abolish all existing treaties and agreements concluded between them prior to the signature of this Contract.

In Banská Bystrica, Slovakia, dated To be filled in In To be filled in, dated To be filled in

On behalf of E-cycling s.r.o.: On behalf of fill in the business name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ing. Martina Iždinská, company executive Fill in name and surname, function

PhDr. Jarmila Kováčová,company executive

Annexes:

A1 - Power of Attorney

A2 - 2a- Recycling fees "Packaging"

 2b- Recycling fees "Non-packaging products"

A3 - 3a- Quarterly report "Packaging"

 3b- Quarterly report "Non-packaging products"

A4 - Producer´s data ("The Customer")