

AGREEMENT ON PERFORMANCE OF RESERVED OBLIGATIONS

entered into in accordance with the provision of Act No. 79/2015 Coll., on wastes and on amendments and supplements to certain other acts, as amended, and the provision of Section 269 (2) of Act No. 513/1991 Coll., the Commercial Code, as amended by subsequent regulations applicable in the Slovak Republic

Producer Responsibility Organization:

NATUR-PACK, a.s.

Registered office: Bajkalská No. 25,821 01 Bratislava

Comp. ID No. 35 979 798

Tax ID No. 2022130374

VAT ID No. SK2022130374

Bank details: Tatra banka, a. s.

Account No. 262 785 2644/1100

IBAN: SK26 1100 0000 0026 2785 2644

BIC – SWIFT Code: TATRSKBX

the Company is registered in the Commercial Register of the District Court

Bratislava I, Section: Sa,

Insert No. 3815/B

Represented by: Ing. Vladimír Šinák, Chairman of the Board of Director

(hereinafter referred to as the “Producer Responsibility Organisation” or “PRO”)

and

Customer:

Registered office:

Correspondence address:

Comp. ID No.

Tax ID No.

VAT ID No.

Bank details:

Account No. /

IBAN:

BIC – SWIFT Code:

registered in the Commercial Register of the District Court

Section: , Insert No.

Represented by:

(hereinafter referred to as the “Customer”)

enter into this Agreement on Performance of Reserved Obligations:

Introduction

1. The Customer is, within the meaning of the provision of Section 52 (11) of Act No. 79/2015 Coll., on wastes and on amendments and supplements of certain other acts, as amended (hereinafter referred to as the “Waste Act”), a manufacturer of packaging. The Customer declares that, in accordance with Section 27 (3) of the Waste Act, it is subject to the extended producer responsibility and shall perform reserved obligations. The Customer declares that, in compliance with the obligations referred to in Section 27 (4) of the Waste Act, it is obliged to ensure the fulfilment of obligations referred to in Sections 54 (1) (d) to (f) of the Waste Act and is interested

in ensuring the fulfilment thereof through PRO on the basis of a contractual relationship and in compliance with Section 27 (6) (b) of the Waste Act.

2. PRO is, within the meaning of the provision of Section 28 (1) of the Waste Act, a producer responsibility organisation which, in compliance with the granted authorisation, operates a joint packaging waste management system and which, under the terms and conditions agreed in this Agreement ensures for the Customer the performance of the reserved obligations referred to in paragraph 1 of the Introduction of this contract.
3. Mutual relations of PRO and the Customer are specified and governed mainly by this Agreement and then by the provisions of the Waste Act and other relevant legal regulations applicable in the Slovak Republic. Unless otherwise expressly provided for in the Act, the rights and obligations arising for the parties from the respective legal regulations and not regulated by this Agreement, shall be preserved and shall not be transferred to another person under this Agreement.

Article I

Subject-Matter of Agreement

1. PRO undertakes, under the terms and conditions agreed in this Agreement and the Waste Act, to ensure for the Customer:
 - 1.1 collection, transport, recovery and recycling of waste from packaging, which the Customer placed on the market or distributed, at least up to the recovery and recycling rates set out in Annex 3 to the Waste Act;
 - 1.2 collection, transport, recovery and recycling of packaging waste, which are part of separately collected fractions of municipal waste, at least in the amount of the collection targets set out in Annex. 3a of the Waste Act;
 - 1.3 keeping and maintaining records of data pursuant to paragraphs 1.1 and 1.2, and reporting data pursuant to paragraphs 1.1 and 1.2 by the competent waste management authority to the extent laid down by the Waste Act or its implementing regulations;
 - 1.4 informing end users on how to ensure the collection of packaging waste;
 - 1.5 providing professional consultancy services on the issues of packaging waste.PRO undertakes to provide the Customer with services referred to in this paragraph in the extent of information (documents) provided (evidenced by documents) by the Customer.
2. The Customer undertakes to fulfil its obligations according to this Agreement and the Waste Act, and in particular to pay to PRO the agreed remuneration.
3. If PRO ensures the performance of the subject-matter of this Agreement through third parties, it shall be liable towards the Customer for the performance as if performed by PRO itself.
4. PRO shall not be responsible for the performance of those (restricted or other) obligations the performance of which has been ensured by the Customer itself or through other persons.

Article II

Scope of Cooperation and Obligations of PRO

1. Under the terms and conditions agreed in this Agreement, PRO undertakes to provide the Customer with assistance in connection with the registration of the Customer in the Register of Producers of Specified Products managed by the Ministry of the Environment of the Slovak Republic (hereinafter referred to as the "Register of Producers") in accordance with the provision of Section 27 (4) (a) in connection with Section 30 of the Waste Act and with reporting changes in the

registered data, if the Customer demonstrably notifies thereof to PRO, in compliance with this Agreement.

2. PRO undertakes to ensure for the Customer the performance of the obligations specified in Article I paragraph 1, sub-paragraphs 1.1 and 1.2 of this Agreement to the extent stipulated by the legislation applicable at the time of the existence of the Customer's obligation.
3. Unless otherwise provided by special legislation, PRO undertakes to ensure for the Customer the performance of the obligations specified in Art. I, paragraph 1, sub-paragraphs 1.4 by providing relevant data to the Customer which shall be entitled, at its own discretion and possibilities, to publish them (for example at its website) indicating that the Customer fulfils its mandatory obligations through the joint packaging waste management system operated by PRO. For this purpose, the Customer shall be entitled, in agreement with PRO, to use the logo indicating to use of the system operated by PRO. The terms and conditions of the use of the logo shall be the subject-matter of special contractual arrangements.
4. PRO undertakes to provide the Customer with professional consultancy activities pursuant to Article I, paragraph 1, sub-paragraph 1.5 on the issues of the Waste Act, which includes:
 - free consultancy on the issues of the Waste Act, in particular within the scope of the initial audit concerning the subject-matter of this Agreement. The initial audit shall be performed upon written request of the Customer,
 - monitoring and early warning of the Customer to legislative changes in the Waste Act that directly relate to this Agreement and that may directly concern the activities of the Customer,
 - communication with the Ministry of the Environment of the Slovak Republic on the issues of the Waste Act to the extent of activities agreed in this Agreement.PRO also undertakes to provide operational professional assistance and cooperation in the case of inspections carried out by the state supervision authorities (the Slovak Environmental Inspection) in the Customer premises and daily telephone and e-mail help desk.
Unless PRO specifies otherwise, the professional consultancy activities and assistance respectively and/or cooperation pursuant to this paragraph is included in the remuneration pursuant to Article I, paragraph 2 of this Agreement. PRO reserves the right to refuse or charge a fee for providing professional consultancy, if its focus or extent will exceed the extent negotiated in this Agreement.
5. PRO undertakes to submit to the Customer a confirmation on the fulfilment of legal obligations in compliance with applicable legislation for the previous calendar year, always by 31st March of the next calendar year.
6. In the case that a fine is imposed to the Customer by a valid and final decision of the competent state administration authority for packaging and packaging waste for deficiencies caused by PRO's acts or omissions, insofar as they consist in a breach of the PRO's obligations under this Agreement and the relevant legal regulations and, at the same time, the Customer is not in delay with the proper fulfilment of any and all obligations imposed by this Agreement and/or by the relevant legal regulations, the Customer shall be entitled to claim from PRO the compensation for damage up to the amount of the validly imposed fine and the costs of administration proceedings, if any. If administrative proceedings are initiated, the Customer shall be obliged inform PRO about this fact without undue delay and if so requested by PRO, the Customer shall be obliged to appoint a representative to represent the Customer in this case, which shall be nominated by PRO. The appointed representative shall be authorized to represent the Customer in all proceedings in such matter until all possible remedies are exhausted. If PRO nominates a representative, it shall bear the costs associated with such representative.
7. PRO shall be authorized to verify with the Customer the accuracy of the data provided, at any time, if so requested by PRO. Upon the receipt of the PRO's request, the Customer shall be obliged to provide all necessary cooperation necessary to carry out activities pursuant to the previous sentence. The Customer acknowledges that PRO shall be obliged, within the meaning of Section 28 (4) (j) of

the Waste Act, to report any deficiencies detected to the Coordination Centre and the Slovak Environment Inspection.

8. PRO shall be entitled to perform any and all activities allowed to or imposed on the Producer Responsibility Organization by the Waste Act.

Article III Rights and Obligations of the Customer

1. The Customer shall be obliged to:
 - 1.1 keep true and complete records on packaging and packaging materials in accordance with the relevant provisions of the Waste Act and/or implementing regulations thereof;
 - 1.2 provide PRO with true and complete data and information necessary to PRO in order to perform its obligations and provide the necessary cooperation;
 - 1.3 inform PRO of any changes, without delay (within 10 days of the change) notify the PRO of any change in their identification data, legal status or subject of activity or in the type, composition, quantity and characteristics of the packaging, if this may affect the proper performance of the PRO obligations, as well as changes corresponding to changes in the scope of data generated by the electronic form for the Application for entry in the register of packaging manufacturers, which is Annex no. 3 to the Decree of the Ministry of the Environment of the Slovak Republic no. 373/2015 Coll. on the extended liability of producers of reserved products and on the management of reserved waste streams, as amended;)
 - 1.4 submit, at the request of PRO, documents proving the accuracy of the data provided on the quantities, type, composition and properties of packaging placed on the market of the Slovak Republic, within 30 days of the receipt of a written request to PRO;
 - 1.5 consistently fulfil the obligations prescribed by the Waste Act and other legal regulations, in particular in the cases when their performance could have an impact on the proper performance of the PRO's obligations;
 - 1.6 enable PRO to perform the verification of the correctness of the data provided.
2. The Customer shall provide PRO on a quarterly basis with detailed, accurate and complete information on the quantities of all packaging and packaging materials placed on the market by the Customer in the quarter concerned, broken down by their type, material and quantity in tones, respectively pieces and kilograms when registering plastic bags. The Customer shall do so in writing according to the report specified in the relevant Annexes to this Agreement, however, no later than within 10 days of the following calendar quarter. The Customer is solely responsible for the content of the report referred to in this paragraph. The Customer confirms by the report delivery the trueness and completeness of the data presented therein, and these data are considered definite and binding for purposes of fulfilling the PRO's obligations pursuant to this Agreement. In the case that the Customer declares incorrect data in the report, it is obliged to immediately implement a corrective measure by submitting a corrective report. The parties of this Agreement have explicitly concluded that the delivery of the corrective report needs to be done no later than 30 days after the end of calendar quarter concerned. The corrective report can be accepted only after the consent of PRO, and in such situation the PRO is not obliged to accept the corrective report (especially in the case when PRO has already performed its obligations, or assured the performance of its own obligations pursuant to this Agreement).
3. The parties of this Agreement have agreed that for the purposes of communication in connection with the performance of the Agreement, in particular the fulfillment of the obligations pursuant to the paragraph 2 of this Article they will communicate preferably electronically by means of the portal established by the PRO. For this purpose, the Customer, after concluding the contract, will receive a user name and password which will be used for electronic delivery of the report pursuant to the paragraph 2 of this Article.

4. The Customer shall affix its identification data and a signature of the person to whom the Customer delegated the performance of those obligations on the reports pursuant to the paragraph 2 of this Article. The Customer shall send the reports to the PRO electronically. Signature is not required when the documents (especially reports) will be delivered electronically via the OZV web portal. The Customer shall be exclusively and unconditionally responsible for the correctness and completeness of information provided to the PRO.
5. The Customer shall be entitled to publish information about its participation in the system of collection, recycling and recovery of packaging waste operated by PRO, and during the term of this Agreement to use, for that purpose on its products (packaging), the logo NATUR-PACK. The terms and conditions of the use of the logo shall be governed by a separate agreement.
6. The Customer shall be obliged to inform PRO of any changes in its identification data, its legal status or in the scope of business activities or the type, composition, quantity and characteristics of the reserved product: it shall do so within 10 days of such change. If the Customer fails to notify PRO of the change to the above data within the time period pursuant to the preceding sentence, this shall be deemed as a breach of the Agreement. In such case, PRO shall be obliged to make changes in the Register of Producers within 15 days of the date on which the Customer demonstrably notified such change.
7. The customer is obliged to provide by the signature of the Agreement to the PRO all data contained in the respective annex No. 1-2 to this Agreement related to the amount of packaging introduced to the SR market during the respective period of time, as well as in the annex to this Agreement containing the registration data; these data shall be true and complete as of the date of Agreement signature. The customer is obliged to keep the provided data valid and complete during the entire Agreement validity, and, when necessary, to update them pursuant to this Agreement.
8. The Customer undertakes to issue to PRO, upon request, a power of attorney, if it becomes necessary and/or useful for the proper performance of the PRO's obligations under this Agreement.
9. The parties of this Agreement acknowledge that the Customer shall solely be responsible for the completeness and accuracy of the data provided to PRO and PRO, while performing activities under this Agreement and the Waste Act, shall rely on the data provided by the Customer. With respect to the provision of Section 27 (11) of the Waste Act (by entering into the Agreement on Performance of Reserved Product by and between the producer of the reserved product and the respective producer responsibility organization, the responsibility of the producer of the reserved product for the performance of the reserved obligations shall pass to the said producer responsibility organization, in addition to the obligations pursuant to Section 27 to paragraphs 4 (e), (g) and (l)), the Customer declares that in the case if on the basis of a final decision PRO will be obliged to pay any imposed sanction for any breach of an obligations which passed to PRO in compliance with the mentioned legal provision and whose merits will lie in the unlawful conduct of the Customer and/or any failure of the Customer to comply with the obligations under this Agreement, the Waste Act or the implementing regulations thereof, the Customer undertakes to compensate PRO, on first demand and without any restrictions, for damage incurred, up to the amount of a validly imposed sanction (fine) and the potential costs of administrative and judicial proceedings incurred by PRO.

Article IV Remuneration

1. The Customer undertakes to pay to PRO a remuneration for services ordered by the Customer from PRO by sending a report for the respective quarter. The delivery of a report shall be deemed to be a binding order, except in the cases agreed in this Agreement (e.g. Article IV, paragraph 6). The remuneration shall be calculated by multiplying the total weight of packaging in tonnes, which form the basis for the obligation of collection, transport, recovery, recycling and disposal in the

respective quarter and the tariffs for the commodity in accordance with the relevant Annexes to this Agreement. The remuneration calculated on the basis of the report does not include value added tax. To the remuneration calculated, VAT shall be added in the amount corresponding to the tax rate in accordance with the applicable legal regulation.

2. The Customer shall pay to PRO the remuneration pursuant to paragraph 1 of this Article based on the invoice issued by PRO. The invoice of PRO shall be payable within 14 days from the date of issue to the Customer, through the bank account of PRO indicated on the invoice.
3. If the invoice issued by PRO does not include all prescribed particulars within the meaning of the applicable VAT Act, or if the invoice contains incorrect data, the Customer shall be entitled to return the invoice without undue delay to PRO, specifying the missing particulars or marking the incorrect data. If the Customer was entitled to return the invoice, the maturity period shall be interrupted and a new maturity period shall start running from the delivery date of the corrected invoice to the Customer.
4. The monetary liability of the Customer to pay to PRO the remuneration paid through a bank shall be deemed fulfilled by crediting the paid amount in full to the bank account of PRO.
5. If the Customer is in delay with the fulfilment of its obligation to pay to PRO the remuneration pursuant to paragraph 1 of this Article, PRO shall be entitled to charge the Customer a default interest of 0.05% on the outstanding amount per each day of delay.
6. If the Customer fails to pay to PRO the remuneration on the due date, PRO shall send to the Customer a request for payment thereof. If the remuneration is not paid within 30 days after sending the request for payment to the Customer, PRO shall not be obliged to continue to perform those activities, in relation to which the responsibility has not been transferred under this Agreement from the Customer (as the producer of the reserved product) to PRO in compliance with Section 27 (11) of the Waste Act and, at the same time, PRO is not in delay with the fulfilment of those obligations, till the expiry of a 5-day period after the payment of the outstanding amount in full. The procedure of PRO pursuant to the previous sentence shall not be deemed a breach of his obligations under this Agreement. The Customer declares to be aware of the above facts and acknowledges that PRO shall not be obliged to inform the Customer separately of these facts. The Customer acknowledges that in the case of delay of the Customer with the payment of its liability for more than 30 days, PRO shall be obliged to report this fact to the Co-ordination Centre.
7. The parties of this Agreement have agreed that in the case that the remuneration of PRO pursuant to paragraph 1 of this Article will not reach in the respective quarter the amount of EUR 25, excl. VAT, PRO shall be entitled to an exceptional remuneration in the amount of EUR 25, excl. VAT, covering substantive and administrative costs connected with the fulfillment of the PRO's obligations under this Agreement.

Article V

Term and Termination of Agreement

1. This Agreement is concluded for a definite time period, namely for the validity period of customer's registration in the Register of producers of reserved products managed by the Ministry of Environment SR (hereinafter referred to as "Register of producers"), minimally for the period of two calendar years. The Agreement enters into force and effect upon signature by both parties.
2. This Agreement can be terminated:
 - a) by written agreement of the parties;
 - b) by a notice of termination in compliance with paragraph 3 of this Article;

- c) by written withdrawal from this Agreement by one of the parties, if the other Party breaches any of the obligations stipulated in this Agreement and such breach is not remedied even based on a written notice within the provided reasonable additional period of at least one month from the delivery date of the notice, unless the Agreement sets a different period,
 - d) by a written notice of withdrawal by PRO in the case if:
 - 1. the Customer is bankrupt;
 - 2. the Customer is in delay with the payment for the obligation arising from the Agreement lasting for more than 30 days;
 - 3. the Customer will perform its activities in the extent which would present a risk to PRO that it would not be able to fulfil its contractual obligations towards represented producers, especially the collection targets and binding limits of the waste management in accordance with the Waste Act;
 - 4. a sanction will be imposed on PRO pursuant to Article III, paragraph 9 of this Agreement.
- By withdrawal from the Agreement, the Agreement shall not be cancelled from the beginning, but only from the date of delivery of the written notice of withdrawal to the other Party. The notice of withdrawal must be made in writing and it must be delivered to the other Party, and it must include the reason of withdrawal.
3. The Customer shall be entitled to terminate this Agreement under the terms and conditions provided in Section 27 (14) and (16) of the Waste Act. PRO is entitled to terminate this Agreement without a justification by December 31st of the calendar year, if PRO delivers to the Customer such termination notification by September 30th of the same calendar year.
 4. Unless explicitly stated otherwise in this Agreement, by termination of this Agreement, the entitlement to the payment of remuneration, including the appurtenances, shall not cease if such entitlement has arisen before the termination of this Agreement. By termination of this Agreement, the entitlement to the compensation for damage shall not cease to exist, if the reasons which led to the damage incurred during the duration of this Agreement.
 5. In the event of termination of this Agreement due to revocation of the PRO, the PRO shall be obliged to refund to the Client, within 90 days, the funds paid in accordance with this Agreement for the period of the calendar year in which the decision on cancellation of the authorization became valid. Funds are returned by bank transfer to an account designated by the Customer.
 6. In the event of contract termination, the customer is in the sense of Art. 30, par. 6 of the Waste Act obliged to notify the ministry the change of the registered data stated in the application or its annexes via the information system within 30 days from the effectivity of the agreement termination, and in this context primarily to notify the MoE that the obligations resulting from the EPR will not be further fulfilled by means of the PRO NATUR-PACK, but by different manner.

Article VI

Service of Documents

1. The documents shall be delivered to the addresses of the registered offices of the parties specified on the first page of this Agreement or in the Annex to this Agreement containing the registration data. The Party changing its registered office shall be obliged to notify such change, without undue delay, to the other Party.
2. The document is deemed to have been delivered on the date of its actual receipt or on the date of expiry of the collection period upon the deposit of the document at the respective post office.

3. If the addressee refuses to receive the document to be delivered, it shall be deemed as delivered on the day on which its receipt was refused.
4. In the case of delivery of documents related to the performance of the contract, delivery is also possible electronically by the PRO web portal except of the documents related to contract termination; the document is deemed to have been delivered at the time of its dispatch. In the case of electronic sending of reports, the report shall be deemed to have been delivered at the moment of its sending in the agreed form pursuant to the Art. III., par. 2. to 4. using the form on the web portal of the company NATUR-PACK a.s. Internet presentation system (www.naturpack.sk).
5. The contracting parties have agreed that for the purposes of withdrawal of the customer from the contract under Art. In point 3 of the contract, the sending of the notice shall be considered as provable only in the form of a registered item delivered in accordance with Art. VI point 1 of the contract. Upon request, the customer will provide shipment number to the PRO.

Article VII Other Arrangements

1. All information provided by the parties to each other with regard to the fulfilment of the agreed commitments under this Agreement shall be considered confidential and the parties undertake not to disclose such information to any third party or use it contrary to the purposes thereof for their own needs. Confidential information shall also mean the contents of this Agreement, including Annexes hereto.
2. The parties undertake to provide each other with all necessary assistance with the implementation of the agreed commitments, and they shall notify to each other of all circumstances and information that may affect the fulfilment of the conditions stipulated in this Agreement.
3. The Party breaching its obligation arising from this Agreement shall be obliged to pay damages caused to the other Party, unless it is proven that the breach of the obligation was caused by circumstances excluding liability.
4. The confidentiality obligation pursuant to paragraphs 1 to 3 of this Article shall not apply to the fulfilment of obligations imposed by the Waste Act and other relevant legal regulations.

Article VIII Settlement of Disputes

1. The parties undertake to resolve disputes, if any, primarily by agreement of the parties. In the case if no agreement is reached, any of the parties (even without the consent of the other party) is entitled to report the dispute to:
 - (a) a general court with jurisdiction is based on the relevant procedural legal regulations applying to the subject-matter of the dispute;
 - or
 - (b) an arbitration court according to the arbitration clause specified in paragraph 2 of this Article.

By referral to a general court, the arbitration clause pursuant to paragraph 2 shall become null and void.

2. All disputes arising from this Agreement or related thereof, including non-contractual claims, will be settled by the General Arbitration Court SR, Dunajská 8, 811 08 Bratislava, Slovak Republic, ID No.: 51412772, with definitive validity by a single arbiter appointed by the Arbitration Court

according to the internal regulations of the Arbitration Court, with the optional possibility of trial pursuant to the provision of Section 22a (1) of the Act No. 244/2002 Coll.

Article IX

Consent to E-invoicing

1. By signature of this Agreement, the Customer confirms that, in compliance with the provision of Section 71(1) of Act No. 222/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act"), it grants its consent to e-invoicing by PRO and, at the same time, accepts the terms and conditions of sending such invoices, as specified in paragraph 2 of this Article.
2. The Customer confirms that it agrees with the following terms and conditions for sending electronic invoices:
 - a. an electronic invoice is, within the meaning of Section 71(1) of the VAT Act, a tax document;
 - b. the authenticity of the origin and the integrity of the content of the invoice sent by electronic means must be guaranteed by electronic signature in accordance with Act No. 215/2002 Coll., on electronic signature and on amendments and supplements to certain other acts, as amended;
 - c. PRO undertakes to send electronic invoices to the contact e-mail address for sending electronic invoices specified in the respective Annex to this Agreement containing the registration data, unless the PRO notifies provably another e-mail address for sending electronic invoices in compliance with sub-sub-paragraph (e) of this paragraph,
 - d. electronic invoices shall be deemed to have been delivered on the date of dispatch;
 - e. The Customer undertakes to inform PRO of any changes affecting the sending of electronic invoices, in particular changes to the contact e-mail address for sending electronic invoices;
 - f. the Customer confirms that it has exclusive access to the contact e-mail address for sending electronic invoices, PRO shall not be responsible for any leakage of information from the e-mail mailbox of the Customer;
 - g. PRO shall not be liable for damage to or incompleteness of data caused by malfunction during delivery through the Internet. PRO shall not be responsible for any damage caused by a failure during low-quality connection of the Customer to the Internet or incurred due to inability of the Customer to connect to (access) the Internet.
 - h. In the case if an electronic invoice is not delivered within 15 days after the end of the calendar quarter, the Customer undertakes to promptly inform about this fact PRO through the e-mail address: fakturacia@naturpack.sk. In the event of failure to fulfil the reporting obligation according to the preceding sentence, the electronic invoice shall be deemed to have been duly delivered and PRO is not obliged to prove its sending;
 - i. The Customer shall be entitled to withdraw such consent by a written notice delivered to PRO. The withdrawal of the consent shall become effective following the end of the calendar quarter following the calendar quarter in which the notice of withdrawal has been received.

Article X

Common and Final Provisions

1. This Agreement may only be amended in the form of a written agreement of the parties in the form of an amendment signed by both parties.
2. In the matters not regulated by this Agreement, the contractual relationship shall be governed by the applicable provisions of the Waste Act, the Commercial Code and/or other legal regulations of the Slovak Republic.
3. If any of the provisions of this Agreement is or later becomes, whether completely or partially, ineffective, the remaining provisions shall remain in force and effect. Instead of the ineffective

provision and in order to fill any gaps, the legal regulation shall apply that, to the legally possible extent, approximates best the intent and purpose of the Agreement, provided that the parties considered the concerned issue when entering into this Agreement. If any provision of the Agreement concerning the rights and obligations stipulated by the Waste Act is or later comes into conflict with mandatory provisions, set out in the Waste Act (or in the implementing regulation to the said act), this fact shall not have any impact on the validity of the Agreement; however, for the regulation of the contractual relationship in this section, the legal regulation expressed in the Waste Act (in its implementing regulation) shall be decisive.

4. In the case when a need to modify the existing annex will emerge after this Agreement entering into effect, or a new annex need to be attached, a party which acquires such knowledge is obliged to notify immediately the other party on such matter of fact. The PRO is obliged to modify immediately the annex wording, or to create wording of a new annex, and the customer is obliged to provide a necessary cooperation (if it will be necessary). The new wording always replaces the original one. The annex will become a component of the Agreement by its delivery to the customer. The procedure pursuant to the point 1. of this paragraph will not be applied.
5. This Agreement has been executed in two counterparts, of which each Party shall receive one. Annexes, marked as such and are prepared in accordance with this Agreement, shall form an integral part of this Agreement.
6. The parties declare that they have read this Agreement, understood its contents and in witness of the fact that the contents of this Agreement reflect their true and free will, they have attached their signatures hereunder.

In Bratislava, dated:

PRO:

Customer:

NATUR-PACK, a.s.
represented by.
Ing. Vladimír Šinák,
Chairman of the Board of Directors

represented by:

represented by:

RATES**1. Tariffs for Packaging Commodities Place on Market***Tariffs applicable from: 1 January 2023*

<i>Commodity</i>	<i>Consumer packaging</i>	<i>Group and transport packaging</i>
	<i>(€/tonne)</i>	<i>(€/tonne)</i>
Glass	85,00	85,00
Plastics, excluding PET	260,00	260,00
PET	260,00	260,00
Paper	90,00	90,00
Composite pcg. paperbased *	260,00	260,00
Ferrous metals	120,00	120,00
Aluminium	120,00	120,00
Wood	39,00	39,00

* Price is valid for composite pcg. paperbased from the following companies: Tetra Pak, ELOPAK, SIG and SIG Combibloc

2. NATUR-PACK entry fee: €0.00

INFORMATION CONCERNING THE CUSTOMER

1. In the Register of Obligors kept with the Ministry of the Environment I request making*:

Request for entry into the Register Notice of change in the Register

2. I place on the market products packaged in the following packaging materials*:

Glass Plastics, excluding PET PET Paper

Composite.pcg.paperb. Ferrous metals Aluminium Wood

3. The contact person responsible for sending quarterly reports and for communication with NATUR-PACK, a.s.:

Degree, name and surname:

Position:

Telephone number:

E-mail:

4. E-invoicing:

Contact e-mail for sending electronic invoices:

5. General information about the company:

Telephone number:

Fax:

E-mail:

Web page:

6. Statutory Body:

Degree, name and surname:

Position:

Permanent address in :

Note: If the above mentioned statutory representative is not acting on behalf of the company independently, please, attach a copy of the original extract from the Commercial Register.

7. **A foreign company without a registered office or place of business in the Slovak Republic is obliged to appoint an authorized representative (legal person/natural person - entrepreneur with registered office or place of business in the Slovak Republic):**

Identification data of the authorized representative:

Business name:

Place of business:

Tel .:

Fax:

Identification data of the contact person of the authorized representative:

Title, first name and last name:

Tel .:

E-mail:

Note: The customer will fill in only if he does not have a registered office or place of business in the Slovak Republic. An Authorized Representative must be accompanied by **a copy of the Authorization.**

* Please tick as appropriate

**The amounts of packaging introduced to the SR market during the respective time period
(filling the annex is required – if it is not filled, agreement will not be processed)**

Annex 1-2

Customer:
Address:
Comp. ID No.:
Contact person:
Telephone:
E-mail:

Packaging material ¹⁾	4. Q 2021 (t)	1. Q 2022 (t)	2. Q 2022 (t)	3. Q 2022 (t)	Placed on market – total (t)
Glass					
Plastics, excluding PET					
PET					
Paper					
Composite pcg. paperbased					
Ferrous metals					
Aluminium					
Wood					
Total					

1) Composites belong to the predominant material, except beverage pcg. paperbased which is reported separately.

.....
stamp and signature

Report submitted for . quarter

Company:
ID:
Phone:

Address:
Contact person:
E-mail:

Packaging weight						
Packaging material	Production (packing) ¹⁾ [t]	Import ¹⁾ [t]	Export ¹⁾ [t]	Introduced to the market ²⁾ [t]	Reusable packaging ³⁾ [t]	Packaging filled by dangerous substances [t]
A	B	C	D	E	F	G
Glass						
PE, LDPE, HDPE						
PP						
PS						
EPS, XPS						
PVC						
Other plastic						
Plastic without PET - total						
PET transparent, colored						
PET non-transparent						
PET total						
Paper and paperboard						
Paperboard based composite						
Ferrous metals						
Aluminum						
Wood						
Others						
TOTAL						

Notes:

- 1) Including reusable packaging used for the first time, and packaging filled by dangerous substances;
- 2) Calculation formula: $E = B + C - D$ (the values from the respective columns according to the individual packaging materials are inserted separately for the individual letters).
- 3) Indicate weight on first use.

Composites are included in the predominant packaging material; except for paperboard-based composites, which are recorded separately.
Plastic carrier bags are included in the packaging material plastic.

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stamp and signature

Report submitted for . quarter

Plastic carrier bags					
Wall thickness	Production (packing/ providing) [pcs] ¹⁾	Import [pcs] ²⁾	Export [pcs] ³⁾	Introduced to the market [pcs] ⁴⁾	Weight [kg] ⁵⁾
A	B	C	D	E	F
Up to 15 µm					
From 15 to 50 µm					
More than 50 µm					

How to fill in the table:

- 1) Insert the number of plastic carrier bags according to wall thickness purchased from producers in the Slovak Republic or from suppliers originating in domestic production.
- 2) Insert the number of plastic carrier bags according to wall thickness transported across the state border to the territory of the Slovak Republic from the European Union member states and outside the Member States of the European Union.
- 3) Insert the number of plastic carrier bags according to wall thickness exported from the territory of the Slovak Republic to the states outside the European Union or transported across the state border outside the territory of the Slovak Republic.
- 4) Calculation formula: $E = B + C - D$ (the values from the respective columns according to the individual packaging materials are inserted separately for the individual letters).
- 5) Insert total weight of the plastic carrier bags according to the corresponding wall thickness.

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stamp and signature

Report submitted for . quarter

Company:
ID:
Phone:

Address:
Contact person:
E-mail:

Packaging weight						
Packaging material	Production (packing) ¹⁾ [t]	Import ¹⁾ [t]	Export ¹⁾ [t]	Introduced to the market ²⁾ [t]	Reusable packaging ³⁾ [t]	Packaging filled by dangerous substances [t]
A	B	C	D	E	F	G
Glass						
PE, LDPE, HDPE						
PP						
PS						
EPS, XPS						
PVC						
Other plastic						
Plastic without PET total						
PET transparent, colored						
PET non-transparent						
PET total						
Paper and paperboard						
Paperboard based composite						
Ferrous metals						
Aluminum						
Wood						
Others						
TOTAL						

Notes:

- 1) Including reusable packaging used for the first time, and packaging filled by dangerous substances;
- 2) Calculation formula: $E = B + C - D$ (the values from the respective columns according to the individual packaging materials are inserted separately for the individual letters).
- 3) Indicate weight on first use.

Composites are included in the predominant packaging material; except for paperboard-based composites, which are recorded separately.
Plastic carrier bags are included in the packaging material plastic.

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stamp, signature

Report submitted for . quarter

Company:
 Address:
 ID:
 Contact person:
 Phone:

Packaging material	Packaging introduced to the market for the first time		Rotations	
	All consumer packaging [t]	Reusable consumer packaging [t]	All reusable packaging	Reusable consumer packaging
A	B¹⁾	C²⁾	D³⁾	E⁴⁾
Glass				
Plastic without PET				
PET				
Paper and paperboard				
Paperboard based composite				
Ferrous metals				
Aluminum				
Wood				
Others				
TOTAL				

- 1) Weight of all consumer packaging, i.e. reusable consumer packaging and disposable consumer packaging introduced to the market for the first time in a given quarter.
- 2) Only weight of reusable consumer packaging introduced to the market for the first time in a given quarter.
- 3) Number of rotations of all reusable packaging in a given quarter.
- 4) Number of rotations of all reusable consumer packaging in a given quarter.

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 stamp, signature