

Annex No. 5 to the Agreement

General Business Terms of Producer Responsibility Organization (PRO) Issued by ASEKOL SK, s. r. o. as Inseparable Part of the Agreement

I. Recitals

1. These General Business Terms are issued by the operator as a supplement to and an inseparable part (Annex No. 5) of the Agreement on Performance of Specified Obligations of Producer of Specified Product (the "Agreement") concluded between the producer and the operator (see Clauses 10.1 to 10.3 of the Agreement)
2. In case of any discrepancy between the provisions set out in the Agreement and the provisions set out in the General Business Terms, the provisions agreed upon in the Agreement shall prevail and preferentially apply.

II. Statements

1. The producer undertakes to provide the operator, on a quarterly basis, in the form of a statement, with true, accurate and complete information on the quantities of individual types of EEE (see Clause 4.2 of the Agreement). Statements shall be provided as follows:
 - a. the extent and structure of the data of a regular statement are set out in Annex No. 1 to these General Business Terms (the GBT),
 - b. the extent and structure of the data of a corrective statement are set out in Annex No. 2 to the GBT,
 - c. the producer shall be obliged to fill in, truly, accurately and completely, all the relevant data of a regular statement, or of a corrective statement, under the GBT,
 - d. the producer shall not be entitled to change the extent or structure of a regular statement or of a corrective statement,
 - e. the producer shall deliver a truly, accurately and completely filled-in regular statement to the operator not later than 14 calendar days of the end of a respective calendar quarter for which data are delivered, solely in electronic form via the operator's information system located on its website (www.asekol.sk),
 - f. the producer shall deliver a truly, accurately and completely filled-in corrective statement to the operator not later than 5 calendar days of discovering inaccurate or incomplete or untrue data provided in the regular statement, solely in electronic form via the operator's information system located on its website (www.asekol.sk),
 - g. if the last calendar day of the time limit for delivery of regular statements or corrective statements falls on a non-working day, a Sunday or a Saturday, or a public holiday day, the time limit for delivery of statements (regular or corrective) shall be extended to the first business day following a non-working day, or a Sunday or a Saturday, or a public holiday day.

III. Provision of Information Necessary for WEEE Treatment

1. The producer undertakes to provide the operator with all information that is

needed and necessary for the treatment and use of both WEEE taken back and WEEE collected separately, in particular the data on hazardous substances contained in such WEEE, on the possibilities of WEEE re-use and WEEE material use, or on the method of WEEE disposal (see Clause 4.10 of the Agreement).

2. The producer shall perform its information obligation under this provision of the GBT towards the operator by filling-in the form "Producer's Information for WEEE Processor", pursuant to Section 34(1)(m) of the Act (see Annex No. 3 to the GBT) specifically for each WEEE originating from EEE individually.
3. The producer shall send the filled-in form mentioned in the preceding clause with respect to EEE placed on the market after 13 August 2005, at each time not later than 1 year of the placement thereof on the market, to all WEEE processors with an issued authorisation to the address of the operator's registered office specified in the heading of the Agreement.

IV.

Use of Logo of the Operator

1. The operator is the proprietor (owner) of the mark "ASEKOL", a representation of which is attached as Annex No. 4 to the Agreement [indicated in the Agreement as the "logo of the operator", see Clause 5.2 (e) of the Agreement].
2. The operator grants the producer an authorisation to use the mark "ASEKOL" (the "individual licence") under the terms and conditions stipulated in the GBT.
3. Provided that the producer has concluded the Agreement with the operator and, at the same time, the producer does not delay in the performance of any obligation under the Agreement to the operator, then it shall apply that the producer shall be authorised, based on the individual licence, to use the mark "ASEKOL" only with the aim to inform third parties about the producer's involvement in the system of collective management of a specified waste stream under Section 27(6)(b) of the Act and Section 27(10) of the Act, specifically in the form of concluding the Agreement, whereby the operator, as a producer responsibility organization established and existing under the Act, ensures for the producer under the Agreement the collective performance of the specified obligations of the producer (as the producer of a specified product) under the Act.
4. The producer shall in particular be entitled to mention the mark "ASEKOL" in the documentation to EEE placed by the producer on the market in the Slovak Republic, with respect to which the producer has paid the operator the fee for the performance of the obligation to take-back, collect separately, treat and remove WEEE in accordance with the Agreement.
5. The producer shall not be obliged to use the mark "ASEKOL"; however, if the producer uses the mark, the fee for granting the individual licence shall be considered to be a part of the fee under Clause 7 of the Agreement, i.e., the operator shall not be entitled to any other special fee for granting the individual licence.
6. The mark "ASEKOL" must only be used in its graphic design and in accordance with the terms and conditions under Annex No. 4 to the Agreement. The mark "ASEKOL" must be placed in such a way that it is clearly visible to the consumer.
7. The individual licence is non-exclusive.
8. The individual licence is non-transferrable, i.e., without the operator's prior written consent, the producer may not assign and/or transfer the individual licence to any third party (or to any other person to whom the producer is proprietarily, financially, personally, economically, and/or otherwise related) and may not grant, within the individual licence, sub-licences to any third parties.
9. The individual licence applies to the territory of the Slovak Republic.
10. The mark "ASEKOL" is the expression of the producer's financial participation in the system of collective treatment of a specified waste stream under the Act and the Agreement. The use of the mark "ASEKOL" expresses vis-à-vis third parties that the producer has paid for the respective EEE a recycling contribution for development and operation of the system of collective treatment of a specified waste stream, which was established in accordance with the principles laid down in the Act. This interpretation of the meaning of the mark "ASEKOL" shall be

binding on the producer and the producer shall be obliged to comply therewith in all its statements and/or announcements, or in any other legal and/or factual acts taken by the producer vis-à-vis third parties (e.g., in public announcements, information vis-à-vis third parties, etc.).

11. The producer shall be obliged to always use and/or always interpret the mark "ASEKOL" in all its statements and/or announcements and/or in any other legal and/or factual acts taken vis-à-vis third parties in such a way so that there could not occur a false impression or a false indication and/or interchangeability, and/or there would not or could not occur any harm or risk to the goodwill or reputation of the operator and/or there would not or could not be affected the operator's legitimate or legally protected interests relating to and/or concerning and/or connected with the mark "ASEKOL".
12. The producer shall be obliged to allow the operator to check whether the mark "ASEKOL" is used properly and, to that effect, the producer undertakes to submit to the operator, at any time at the operator's request, the samples of materials and documentation to EEE labelled with the mark "ASEKOL" (or, if, considering the nature of EEE, a sample cannot be submitted, the producer undertakes to allow the operator to check such a sample at the appropriate place). With a view to exercising the authorisation to carry out a check, the producer shall be obliged to allow the operator to carry out a check under Clause 8 of the Agreement accordingly.
13. The operator grants the producer the individual licence for an indefinite period of time; this shall not affect the operator's right to amend the provision of the GBT concerned. Upon termination of the Agreement, the individual licence granted to the producer to label EEE with the mark "ASEKOL" under the GBT shall also terminate.

V. Final Provisions

1. The GBT become effective on 01 April 2016.
2. The GBT form an inseparable part of (annex to) the Agreement.
3. The following annexes form an inseparable part of the GBT:

Annex No. 1 Regular Statement

Annex No. 2 Corrective Statement

Annex No. 3 Producer's Information for WEEE Processor Possessing Issued Authorisation

Annex No. 4 Power of Attorney (EEE)

Annex No. 5 Power of Attorney (Batteries and Accumulators)

In Bratislava, on 01 April 2016

ASEKOL SK s. r. o.
Mgr. Ronald Blaho, Executive Director