

**Agreement on Ensuring the Performance of the Duty to Take Back Portable  
Batteries or Accumulators and to Provide for Treatment and Material Recovery of  
Waste Portable Batteries or Accumulators  
(AGREEMENT ON JOINT PERFORMANCE)**

**The Parties:**

business name:	<b>ECOBAT s.r.o.</b>
with its registered office at:	Prague 6, Soborská 1302/8, Postal Code 160 00
identification number:	267 25 967
tax identification number:	CZ26725967
represented by:	RNDr. Petr Kratochvíl, Executive
Commercial Register:	registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Inset 89816
bank:	account No. 274 105 580 257/0100, Komerční banka, Prague 6
e-mail address:	ecobat@ecobat.cz

(hereinafter the “**Operator**”), on the one part

and

business name/name:	_____
with its registered office/place of business at:	_____
identification number:	_____
tax identification number:	_____
represented by:	_____
Commercial/Trade Register:	registered in the Commercial/Trade Register kept by
bank:	_____
e-mail address:	_____

represented, on the basis of a power of attorney, by:	KS EEZ (CS EEE) ASEKOL s.r.o.
with its registered office at:	Prague 4, Československého exilu 2062/8, Postal Code 143 00
identification number:	27373231
tax identification number:	CZ27373231
represented by:	Karel Krejsa, head of sales & international relations dept. (the Attorney)
Commercial Register:	registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Inset 109190

bank: account No. 35-2149920277/0100, Komerční  
banka  
e-mail address: [asekol@asekol.cz](mailto:asekol@asekol.cz)

(hereinafter the “**Producer**”), on the other part

(hereinafter also jointly referred to as the “**Parties**”)

conclude, on the hereafter specified day, month and year, on the basis of full consensus on all the facts stated below, in accordance with Section 31k (1) (c) and Section 31n of the Waste Act, the following Agreement on Joint Performance (hereinafter the “**Agreement**”):

## **PART I GENERAL PROVISIONS**

### **Article I. Recitals**

#### 1. Definitions of certain terms for the purposes hereof:

batteries and accumulators	mean sources of electrical energy generated by direct conversion of chemical energy and consisting of one or more primary battery cells (non-rechargeable) or consisting of one or more secondary battery cells (rechargeable); where this Agreement refers to batteries and accumulators, or only batteries, this shall always mean portable batteries and accumulators as defined by the Waste Act.
CS EEE	means the legal person that ensures, for the producers of electrical and electronic equipment, the performance of the duties stipulated in Part Four, Title Two, Chapter Eight of the Waste Act in accordance with Section 37h (1) of the Waste Act, on the basis of a decision of the Ministry of the Environment on registration of the CS EEE as the operator of a collective scheme in the List of Producers of Electrical and Electronic Equipment, which has concluded a cooperation agreement with the Operator (see below).
Commercial Code	means Act No. 513/1991 Coll., the Commercial Code, as amended.
fee	means the financial amount paid by a producer at the rate stipulated by the Operator per kilogram or item of portable batteries or accumulators placed on the market, which serves to ensure the operation and financing of take-back, treatment, recovery and disposal of portable batteries or accumulators and to ensure the performance of other duties of the producer hereunder.
Operator	means ECOBAT s.r.o.; by operating a collective scheme for take-back of portable batteries and their treatment and material recovery pursuant to the Waste Act, the Operator collectively provides for joint performance of the duties of the producers of portable batteries in the manner pursuant to Section 31k (1) (c) of the Waste Act, on the basis of an authorization for operating a collective scheme pursuant to Section 31m of the Waste Act;

- the performance of the take-back duties is ensured through a single network of take-back sites in the territory of the entire Czech Republic.
- portable battery or accumulator means any battery, button cell, battery pack or accumulator that is sealed and can be hand-carried, unless it is simultaneously an industrial battery or accumulator or an automotive battery or accumulator.
- cooperation agreement means an agreement on cooperation in ensuring the performance of the duties of the producers of electrical and electronic equipment for batteries and accumulators incorporated in or attached to the electrical and electronic equipment, concluded by and between the Operator and an CS EEE, providing for cooperation between the Operator and the CS EEE in ensuring the performance of the duties of the producers who are simultaneously producers of electrical and electronic equipment with incorporated or attached batteries or accumulators.
- placing on the market means the first delivery of a portable battery or accumulator to some other person in the Czech Republic by its producer or a person who acquired the product from some other Member State of the European Union, either for consideration or without consideration. Import of a portable battery or accumulator shall also be considered to be placement on the market.
- producer means a legal or natural person authorized to operate a business who, regardless of the manner of sale, places batteries or accumulators, including batteries or accumulators incorporated in vehicles, in electrical and electronic equipment or in other products or attached to them, on the market in the Czech Republic for the first time within his/her/its business activities.
- Waste Act means Act No. 185/2001 Coll., on waste and on amendment to some other laws, as amended.
2. The Producer and the Operator hereby conclude this Agreement on Joint Performance with the aim to ensure the performance of the duties stipulated for take-back, treatment and material recovery of portable batteries or accumulators, provision of information and drawing up an annual report on batteries and accumulators that are borne by the Producer pursuant to the Waste Act, through the activities of the Operator and its contractual partners. At the same time, as the client of the CS EEE, based on his/her/its own decision and choice of the CS EEE, the Producer has authorized the CS EEE to perform, on behalf of the Producer, certain duties stipulated by this Agreement and to act as a representative of the Producer on the basis of the cooperation agreement; the Producer is liable for the performances provided through the CS EEE as if (s)he/it provided them him/her/itself; this shall in no way prejudice the Operator's rights vis-à-vis the CS EEE.
  3. The Operator provides for the joint performance in cooperation with the municipalities in the territory of the Czech Republic, the final dealers and other persons who perform or ensure take-back and recovery of used batteries within the scheme operated by them, which also involves producers as contractual clients of the Operator, which is aimed at due performance of the producers' duties in accordance with the Waste Act (hereinafter the "ECOBAT Collective Scheme").

## **Article II. Subject of the Agreement**

1. The Operator agrees to ensure, for the Producer, the performance of the duties imposed on the Producer in terms of take-back, treatment and material recovery of portable batteries or accumulators, provision of information and drawing up an annual report on batteries and accumulators in accordance with the Waste Act and this Agreement, and, in consideration, the Producer agrees to pay a fee.
2. It is explicitly stated that this Agreement does not apply to other than portable batteries and accumulators. It also does not apply to the performance of duties related to electrical and electronic equipment and waste electrical and electronic equipment. This Agreement applies only to portable batteries or accumulators incorporated in or attached to electrical and electronic equipment, unless the Producer has notified the Operator in writing that the Agreement is to apply also to other (bulk) portable batteries and accumulators. The form and contents of such a notice is attached to this Agreement as its Annex No. 4.

## **PART II RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **Article III. Obligations of the Operator**

1. The Operator shall be obliged:
  - a) to provide, for the Producer, through the ECOBAT Collective Scheme, for the performance of the duties of take-back, treatment and material recovery and drawing up an annual report pursuant to Sections 31g, 31j and 31f of the Waste Act, as well as provision of information on the performance of take-back duties within the scope stipulated by this Agreement;
  - b) to publish, on its website, a list of take-back sites on the basis of information obtained by the Operator from the persons who provide for take-back of batteries for the Producer, and to regularly update the list;
  - c) to submit, to the Ministry of the Environment, information on the Producer pursuant to Section 31e (10) of the Waste Act and to update this information on the basis of the Producer's notice of a change therein;
  - d) to send, to the Producer, a certificate of involvement in the ECOBAT Collective Scheme, within 14 days after the Producer pays the fee for the first quarter of the term of effect of the Agreement. The certificate serves to prove the fact that the Parties to the Agreement have concluded an agreement on joint performance and that the Producer has become involved in the ECOBAT Collective Scheme to third parties. In the certificate, the Operator may state the term of its validity (always at least 6 months); if the Agreement continues to be valid and the Producer is not in delay in the performance of any obligation imposed on the Producer by the Agreement, the Operator shall be obliged to send a new certificate to the Producer prior to expiry of the term of the previous certificate;
  - e) to inform the Producer of making a change in the decision on the authorization to operate a collective scheme pursuant to Section 31m of the Waste Act by means of a notice published on the Operator's website;
  - f) to publish information on the results of the ECOBAT s.r.o. Collective Scheme in take-back and recovery of batteries and information for the end users pursuant to Section 31d of the Waste Act on its website. At request of the CS EEE, the Operator shall provide the Producer, through the CS EEE, with permanent access to summary anonymous information on the quantity of batteries placed on the market by all the Operator's contractual clients.

2. The Operator shall be obliged to equip the take-back sites at all the final dealers who introduce, into circulation, batteries that were demonstrably placed on the market by the Producer and who are obliged to take back portable batteries or accumulators in their business premises pursuant to Section 31g (3) (a) or (b) of the Waste Act, provided that they make a request to the Operator to this effect either directly or through the Producer. Equipping the take-back sites means the supply of a collection box for used batteries, stickers for designating the sales outlet, provision of practical and safety advice to the final dealer and provision for transport of the handed-over used batteries. The Operator shall be obliged to equip the take-back site within one month of the relevant request.
3. The Operator shall be obliged to equip the take-back sites analogously as pursuant to paragraph 2 above directly at the Producer or his/her/its distributors or other end users if the Operator is so requested by the Producer (either directly or through the CS EEE) and if equipping the take-back site is in the interest of fulfillment of the conditions stipulated for take-back schemes pursuant to Section 31g of the Waste Act and in accordance with the principle of economic expenditure of funds by a collective scheme.
4. The Operator shall be obliged to provide the Producer, through the CS EEE, within 14 days of the date of effect hereof, with a sample letter intended for provision of information to the producers' customers (and, through them, to the end users) pursuant to Section 31 (1) of the Waste Act, in electronic form to the e-mail address of the CS EEE. Analogously, through the CS EEE, the Operator shall provide the Producer with any potential updated versions of this letter. The Producer shall be obliged to submit this sample letter and its updates to all his/her/its customers without delay after the Producer receives the letter or its updates or after the Producer establishes a contractual relationship with the customer.
5. The fulfillment of the duties of take-back, treatment and material recovery and the duty to provide information shall be ensured by the Operator in a collective manner through the ECOBAT Collective Scheme jointly for all the producers involved in the collective scheme on the basis of agreements on joint performance. The attaining of the degree of take-back and recovery required by the Waste Act shall be demonstrated in aggregate for all batteries whose management must be ensured by the Operator according to the agreements on joint performance.

#### **Article IV. Obligations of the Producer**

1. The Producer shall be obliged:
  - a) to pay the fee pursuant to Part III. hereof to the Operator for ensuring the performance of the duties of take-back, treatment and material recovery, provision of information on take-back and drawing up an annual report pursuant to Sections 31g, 31j and 31f of the Waste Act through the ECOBAT Collective Scheme; the Producer shall pay the fee through the CS EEE as his/her/its representative;
  - b) to duly and demonstrably keep true and full records of all batteries placed by the Producer on the market in accordance with the Waste Act, regulations implementing the Waste Act and this Agreement. The records must be demonstrable particularly in relation to the accounts of the Producer and the Producer's stock accounts and must be filed by the Producer at least for a period of four years from termination hereof;
  - c) to tolerate the performance of an audit in accordance with the GTC and to provide the auditor appointed by the Operator with all information related to batteries placed by the Producer on the market (except for information that is not decisive for the calculation of the fee or

- assessment of fulfillment of some other Producer's obligation) and to provide the auditor with the necessary collaboration;
- d) to provide the Operator with collaboration required for the performance hereunder which can be reasonably required of the Producer so as to facilitate the fulfillment hereof and the performance of the Producer's duties pursuant to the law;
  - e) to notify the Operator in writing of any change in his/her/its details as stated in the header (recitals) hereof, always within 14 calendar days of the change in the details, through the CS EEE as his/her/its representative; in case of non-compliance with this obligation, the Producer shall be obliged to reimburse the Operator for any and all additional costs and damage incurred by the Operator as a result thereof.
2. The Producer agrees to provide the Operator quarterly, through the CS EEE as his/her/its representative, with true and full information on the quantity of all portable batteries or accumulators, according to the individual types, which (s)he/it placed on the market in the Czech Republic during the relevant calendar quarter, in the form of a report on batteries (hereinafter the "Report"). The scope, structure and manner of providing information (including the form of the Report) are set out in Annex No. 1 to this Agreement. This shall in no way prevent the CS EEE from providing the Operator with information received from the Producer through the "Summary Report" according to the cooperation agreement.
  3. The Producer shall be obliged to submit the Report to the Operator always not later than within 30 calendar days of the end of the calendar quarter for which the information is provided; the deadline for the submission of the Report by the Producer to the CS EEE shall be specified in the agreement between the Producer and the CS EEE. For the period of the Producer's delay in the submission of the Report, the Operator shall not be in delay with its own performance.
  4. The Operator shall be entitled to unilaterally change Annex No. 1 to the Agreement (scope, structure and/or manner of providing information – Report). The Operator shall be obliged to notify the Producer of this change in writing or by electronic mail through the CS EEE as the Producer's representative. The Producer shall be obliged to provide the Operator with information through the new Report from the calendar quarter set out in the notification of a change, but not earlier than for the calendar quarter in which (s)he/it was notified of the change in the Report. However, should the change in Annex No. 1 materially affect the Producer's rights, the Operator shall proceed, in terms of changing Annex No. 1, analogously as in changing the GTC. Such a change in the Report may take place only on the basis of an agreement on a change in reporting concluded by and between the Operator and the CS EEE pursuant to the cooperation agreement, provided that the cooperation agreement is still valid.
  5. The Producer agrees to provide active cooperation in providing information to end users, particularly by informing the end users, in the accompanying documents for batteries placed on the market in the Czech Republic, or in some other suitable and adequate manner, of his/her/its involvement in the ECOBAT Collective Scheme, of the take-back sites for batteries (or on publishing the list thereof on the Producer's website), of the requirement that portable batteries not be disposed of together with mixed municipal waste, as well as of material or other recovery of used portable batteries and of any potential harmful effects of hazardous substances contained in portable batteries and accumulators on the environment and human health, and of other facts pursuant to Section 31d (1) of the Waste Act. The Producer shall be obliged to include, on his/her/its website, if any, a link to the Operator's website.

### **PART III**

#### **CONTRIBUTING TO THE COLLECTIVE SCHEME – FEE**

**Article V.  
Manner of Contributing to the Collective Scheme**

1. The producers contribute to the collective scheme by payment of fees, which are intended particularly for financing take-back, treatment, recovery and disposal of portable batteries or accumulators, including financing of information campaigns for end users, and for the performance of further duties of the Operator as the collective scheme for batteries and accumulators.
2. The amount of the fees is set out in the Tariff issued by the Operator (hereinafter the "Tariff of Fees"), which is attached as Annex No. 2 to this Agreement. The Tariff of Fees includes the unit rates of fees for the individual groups of batteries or accumulators.
3. The Operator shall be obliged to evaluate and assess the amount of all fees at least once annually, particularly with respect to the achieved and anticipated costs related to the operation of the collective scheme, the number of batteries placed on the market, the statutory duties of the producers and changes therein, and the anticipated trends in the market for sale of batteries and the market in secondary raw materials, and, should a change in the amount of the fees be required, to proceed pursuant to Art. VII. hereof.

**Article VI.  
Fee**

1. The fee is paid for the services provided by the Operator, consisting in ensuring the performance of the duties of take-back, treatment and material recovery, provision of information on take-back and drawing up an annual report pursuant to Art. III (1) (a) hereof. The amount of the fee shall be calculated pursuant to the Tariff of Fees through the procedure set out in the following paragraphs.
2. The amount of the fee shall be specified according to the valid Tariff of Fees and according to the overall quantity of batteries placed by the Producer on the market in the given calendar quarter in that the relevant item of the Tariff of Fees shall always be multiplied by the corresponding quantity of batteries placed by the Producer on the market (in items or kilograms, according to the Tariff of Fees). Value added tax (VAT) at the statutory rate shall be added to the thus-calculated amount.
3. The payments shall be effected quarterly on the basis of invoices. The invoices must comply with all the requisites of tax and accounting documents as required by the applicable legal regulations. All the payments made in money on the basis of the Agreement shall be effected in Czech korunas (CZK) and, as a rule, all the prices shall also be specified in this currency. The prices (fee) pursuant to the Agreement do not include VAT or any other similar tax; should the Operator incur the duty to apply such taxes upon provision of the performance hereunder (as of the date of conclusion hereof, this includes the duty to pay VAT), the Producer agrees to reimburse the Operator for the thus-levied taxes beyond the scope of the prices (fee) hereunder. The provisions of the GTC governing the fee, its maturity and payment terms (as of the date of conclusion hereof, Art. II of the GTC) shall not apply for the purposes of this Agreement.

**Article VII.  
Change in the Fee**

1. The Parties may change the Tariff of Fees pursuant to Art. V (2) hereof, which is attached to this Agreement as its Annex No. 2, on the basis of a written agreement or through the procedure pursuant to the following paragraphs. This shall in no way prejudice the obligation of the Operator

- to discuss or notify a change in the fees in relation to the CS EEE pursuant to the cooperation agreement.
2. The Operator shall be entitled to send, to the Producer, either in writing or by electronic mail, a notice of a change in the Tariff of Fees, at the earliest with respect to the following calendar quarter (where the notice must be sent at least one month prior to beginning of the calendar quarter from which the new Tariff of Fees is to apply). This notice shall be considered to constitute a proposal for a change in the Tariff of Fees and must include the specification of the quarter from which the change is to take place. The Operator shall be entitled to submit a notice of a change in the Tariff of Fees to the Producer by means of its submission to the CS EEE; the submission to the CS EEE shall then be deemed to be submission to the Producer.
  3. If the Producer receives a notice from the Operator pursuant to paragraph 2 above, (s)he/it shall be entitled to withdraw from this Agreement in writing; withdrawal from the Agreement shall constitute an exclusive instrument agreed by the Parties to the Agreement for expression of dissent to the proposed changes in the Tariff of Fees. The Producer may exercise the right to withdraw only within three weeks of receiving this notice and the notice of withdrawal must include an explicit reference to this provision of the Agreement. If the notice of withdrawal is not made in writing, does not contain an explicit reference to this provision of the Agreement or is delivered to the Operator after expiry of the three-week deadline, it shall be invalid.
  4. If the Producer withdraws from the Agreement using the procedure according to the previous paragraph, the Agreement shall expire as of the date immediately preceding the calendar quarter from which the new Tariff of Fees was to take effect.
  5. If the Producer does not withdraw from the Agreement after receipt of the notice from the Operator pursuant to paragraph 3 above, the Producer shall be deemed to have accepted the Operator's proposal for a change in the Tariff of Fees and to have manifested the will to accept it, and shall be obliged to pay the fees to the Operator according to the changed Tariff of Fees, which shall then be binding on both Parties. This shall also apply if the Producer pays the fee calculated according to the changed Tariff of Fees or if the Producer performs some other legal act towards the Operator constituting acceptance of the proposal for a change in the Tariff of Fees.

## **PART IV GENERAL AND FINAL PROVISIONS**

### **Article VIII. Term of the Agreement**

1. This Agreement is concluded for an indefinite term. The manners of termination of the Agreement are stipulated by the GTC.
2. This Agreement shall come into effect on the date of conclusion or on the date of legal force of a decision on authorization to operate a collective scheme pursuant to Section 31m (1) of the Waste Act which has been issued to the Operator, whichever is later; however, it shall also apply to all batteries and accumulators placed by the Producer on the market or introduced by the Producer into circulation from the first day of the calendar year during which the Agreement came into effect, and to the rights and obligations and acts of the Parties that arose (occurred) after this date.
3. As of the time of its effect, this Agreement replaces any potential verbal agreement between the Operator and the Producer or potential previous agreements concluded between the Operator and the Producer, providing for take-back of used portable batteries and accumulators incorporated in or attached to electrical and electronic equipment. Should this Agreement come into effect on a

date other than the first day of a calendar year, it shall apply to all batteries and accumulators that the Producer placed on the market or introduced into circulation from the first day of the calendar year during which the Agreement came into effect.

4. The Producer shall be obliged to notify the Operator in writing of termination of representation of the Producer in relation to the Operator by the CS EEE, either through the CS EEE or directly. In that case, the Operator shall be entitled to terminate this Agreement by a one-month notice, and the Parties shall conclude a standard agreement on joint performance which shall directly follow up on this Agreement and, until such an agreement is concluded, the Parties shall directly communicate (rather than through an CS EEE); this shall not apply if the Producer has authorized some other CS EEE with which the Operator has also concluded a cooperation agreement to perform, for the Producer, certain obligations stipulated by this Agreement and to act as a representative of the Producer instead of the former CS EEE. The provisions of the second sentence shall also apply analogously in case of termination of the cooperation agreement between the CS EEE and the Operator.

### **Article IX. Final Provisions**

1. This Agreement has been drawn up in two counterparts, of which each Party shall obtain one counterpart upon execution of this Agreement.
2. The interpretation of this Agreement and the legal relations arising herefrom shall be governed by the laws of the Czech Republic, in particular by the relevant provisions of the Commercial Code.
3. The contractual parties undertake to resolve any and all disputes arising from the performance, interpretation, or termination hereof or any issue of validity or consequences of invalidity hereof (hereinafter referred to also as "disputes") amicably – by agreement. Should it be impossible to resolve a dispute amicably, either contractual party may submit an application for resolution of the dispute by the materially and locally competent court in the Czech Republic.
4. The General Terms and Conditions issued by the Operator (herein also referred to as the "GTC") shall be an integral part of this Agreement and, together with this Agreement, they shall constitute uniform terms and conditions within the meaning of Section 31n (1) of the Waste Act. The Producer explicitly declares and confirms, by execution hereof, that (s)he/it has become acquainted with the GTC applicable at the time of execution hereof and agrees to follow the GTC, as well as any changes therein effected in the manner and under the conditions stipulated by the GTC. In case of any variance between this Agreement and the GTC, this Agreement shall prevail. The provisions of Art. III on extraordinary reports within the "GTC", as well as the provisions of Art. VII (1) of the "GTC", shall not apply for the purposes hereof.
5. The obligations concerning the protection of confidential information shall not prevent exchange of information concerning the performance hereof amongst the Producer, the CS EEE and the Operator.
6. The Operator shall be entitled to submit, to the Producer, a notice of a change in the GTC within the procedure set out in the GTC, by its submission to the CS EEE; the submission to the CS EEE shall then be deemed to be submission to the Producer.
7. The natural persons who conclude this Agreement on behalf of the individual Parties hereby declare, by execution hereof, that they are fully authorized to validly conclude this Agreement.
8. This Agreement may be amended (with the exception of changes pursuant to Art. IV (4) and pursuant to Art. VI (2) to (5), and subject to exceptions envisaged in the GTC, as appropriate),

supplemented or cancelled only in writing; any legal acts leading to waiver of the requirement for written form must also be made in writing.

9. The Parties declare that they have carefully read this Agreement, including its annexes and the GTC, prior to its execution, they comprehended the Agreement and all its individual provisions and terms and formulations used therein, and agree with its entire contents, which manifest their true and free will, in witness whereof they affix their signatures.
10. The following annexes to this Agreement also constitute an integral part to this Agreement, in addition to the GTC:

Annex No. 1: Form of the Report

Annex No. 2: Tariff of Fees

Annex No. 3: Power of Attorney (Authorization) for the CS EEE

Annex No. 4: Notice of the Producer pursuant to Art. II (2) of the Agreement

In Prague, on \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
**Operator**

\_\_\_\_\_  
**Producer**

\*