

General Terms & Conditions of the Compliance Scheme RETELA, s.r.o.

I.

Introductory provisions

These General Terms & Conditions (the "**GTC**") are issued by the Operator of the Compliance Scheme RETELA, s.r.o., with its registered office in Neklanova 152/44, Praha 2 - Vyšehrad, 12800, ID No.: 27243753, as part of the Joint Performance Agreement concluded between the Manufacturer and the Operator (the "Agreement") in accordance with Section 1751 of Act No. 89/2012 Coll., Civil Code, as amended (the "**Civil Code**").

II.

Definition of terms

For the purposes of the Agreement and the GTC the following terms are introduced, which are assigned the following meanings:

Act, or act (without initial uppercase letter), is Act No. 542/2020 Coll., on End of Life Products, as amended.

Waste act is Act No. 541/2020 Coll., on Waste, as amended.

Decree is Decree No. 352/2005 Coll., on the details of the handling of electronic equipment and electronic waste and on the detailed conditions for the financing of its management (Decree on the Handling of Electronic Equipment and Electronic Waste), as amended. The Parties acknowledge that Decree No. 352/2005 Coll. was repealed by the act. However, should the GTC and the annexes to the GTC refer to this Decree, the Parties are obliged to follow this Decree. From the effective date of the new decree 16/2022 Coll., the Decree means this new decree.

EU Directive is Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE), as consolidated

Civil Code is Act No. 89/2012 Coll., Civil Code, as amended.

Manufacturer is a legal entity or natural person entitled to do business fulfilling the terms and conditions stipulated in Section 3 (1) (m) of the Act.

Electrical equipment is any electrical or electronic device meeting the definition under Section 3 (1) (c) of the Act. For the purposes of the Agreement, electrical equipment is all electrical equipment included in one of the groups 1 to 6 under Annex No. 1 to the Act.

Electronic waste is electrical equipment which has become waste under Section 3 (1) (d) of the Act, including components and consumables which at that moment are part of the equipment.

Electronic waste originating from households is electronic waste originating from households or, similar in nature and quantity, electronic waste originating from legal entities and natural persons engaged in business; for electronic waste originating from households, it is always, if it was electrical equipment before it became an End-of-Life Product, possible to use both in households and by other end-users.

Collective system (Collective scheme) is a take-back system created exclusively by the Manufacturers of electrical equipment, which is organizationally and technically managed by RETELA, s.r.o.

Operator is the company RETELA, s.r.o., which in the sense of Section 3(1)(y) and Section 142(1) of the Act by operating a collective system ensures in accordance with the provisions of Section 9(b) of the Act the fulfilment of obligations of manufacturers for the take-back, processing, utilization and disposal of electronic waste, informing the end user about take-back and other related obligations. The Operator is entitled to ensure the fulfilment of the above obligations for electronic waste from all groups of electrical equipment according to Annex No. 1 to the Act.

Fiduciary is a person entrusted by the Operator to verify the truthfulness and completeness of the data about the amount and weight of electrical equipment placed on the market by the Manufacturer and the fulfilment of other obligations by the Manufacturer stipulated in the Agreement. The Fiduciary is contractually obligated to maintain confidentiality and not to disclose data provided by the Manufacturer. The Fiduciary is determined by the Operator.

Recycling Fee is the financial amount that the Manufacturer contributes to the collective system for ensuring the management of electronic waste for the duration of the Agreement; The Recycling fee is intended to finance the take-back, processing, use and disposal of electronic waste and educational activities and to inform the end user pursuant to Section 13 of the Act.

Agreement is the Joint Performance Agreement, including all of its annexes (in particular including these GTC), if not expressly stated otherwise.

GTC are these General Terms & Conditions of the Compliance Scheme, which are issued by the Operator, and which constitute an inseparable part of the Agreement. The current GTC are available at www.retela.cz.

Ministry is the Ministry of the Environment or an administrative body which, based on special regulation, assumed the authority of the Ministry in matters regulated by the Act.

List is the List of Manufacturers of electrical equipment maintained by the Ministry under Section 20 of the Act.

GDPR is a Regulation of the European Parliament and of the Council 2016/679 dated on 27 April 2016 on personal data protection and privacy with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

Period is a calendar quarter (or different period, if it is literally specified in the Agreement), for which the Manufacturer is obliged to report to the Operator the amount of chosen products, which were put on market in the Czech Republic, and which were imported, exported or produced.

Other terms used in these GTC or in the Agreement shall be construed in accordance with the Act, the Waste Act, and the implementing regulations of these acts. In the event that there is a change or replacement of the Act and such a change affects the Agreement or these GTC, the Parties will continue to interpret the Agreement and the GTC in accordance with their meaning and at the same time so that the obligations regarding electrical equipment and electronic waste can be properly fulfilled, which are provided for in the new legislation. The Operator is entitled to invite the Manufacturer to

conclude an amendment to the Agreement, which will adapt the Agreement to the new legislation; the Manufacturer is obliged to conclude the amendment within one month from the day when the Operator invites it to do so.

III. Obligations of the Operator

1. The Operator is obliged to ensure that the operation of the Compliance Scheme fulfils all of the obligations of the Manufacturer of the electrical equipment under part two of title VII of the Act throughout the term of the Agreement, with the exception of the obligations which the Manufacturer is obliged under the Act to fulfil itself (e.g. Section 6, Section 7, Section 62 of the Act).
2. The Operator will arrange for the Manufacturer:
 - a. take-back of electronic waste through a network of take-back points throughout the Czech Republic,
 - b. transport of electronic waste from take-back points to the place of processing,
 - c. processing of electronic waste by a person authorized to do so by Act and by the Waste Act, using the best available techniques,
 - d. the use or disposal of taken-back electronic waste no later than the end of the calendar year following the year in which it was taken,
 - e. the use of taken-back electronic waste at least to the extent specified in Annex No. 3 to the Act,
 - f. the recovery of fluorinated greenhouse gases and their recycling, reclamation or disposal under the conditions laid down in the directly applicable European Union regulation on fluorinated greenhouse gases, if these substances are contained in electrical equipment,
 - g. the keeping of accurate records of the flow of taken-back electronic waste,
 - h. informing consumers, awareness-raising and cooperation in informing distributors and final sellers,
 - i. the preparation of an annual report and its delivery to the Ministry pursuant to Section 51 of the Act;
3. The Operator is obliged to submit for the Manufacturer an application for registration in the List, at the latest within 30 days from the signing of the Agreement; if the Operator complies with this deadline, it shall not bear liability for any penalties which might arise in case of noncompliance with the deadlines for the submission of application to register by the Manufacturer. The Manufacturer's data is inserted into the List to the extent of Section 21 of the Act.

The Manufacturer acknowledges that the timely provision of the above data and their accuracy is a condition for their entry in the List by the Operator, and therefore a condition for registration of the manufacturer in the List. In case of failure to provide complete and correct data in a timely manner, the Operator is not responsible for the consequences associated with not including the Manufacturer in the List.
4. The Operator is obliged to provide the Manufacturer (on request) within 30 days from the signing of the Agreement a template letter intended to inform the Manufacturer's customers under Section 13 (1) of the Act, by post or in electronic form to the Manufacturer's address indicated in the header of the Agreement. Likewise, the Operator shall submit to the Manufacturer any update of this letter. The Manufacturer is obliged to send this letter or its update without undue delay to all of its distributors or sellers, and further to send it without undue delay to its new distributors or sellers.
5. The Operator is obliged to provide all final sellers who demonstrably sell electrical equipment of the Manufacturer sufficient cooperation for the fulfilment of their

obligations under Section 66 of the Act (in particular to ensure the collection of electrical equipment which the final seller took back and provide it required information in the matter of take back), if these sellers request such support from the Operator and provide the Operator required cooperation. Based on a bilateral agreement between the final seller and the Operator, the take back point can be established directly in the final seller's establishment, if sufficient conditions are present.

6. The Operator is obliged to ensure the processing and permanent publication of information under the Act for manufacturers, distributors, final sellers, consumers and processors of electronic waste on its website www.retela.cz.
7. The Operator is obliged to issue the Manufacturer attestation regarding its inclusion in the Compliance Scheme or is entitled to mention the Manufacturer in its future presentation and promotional materials. The Operator undertakes it will not mention the corporate name of the Manufacturer in such a manner or under such circumstances that would damage the good reputation or legitimate interests of the Manufacturer of which the Operator is aware.
8. The Operator undertakes to provide the Manufacturer to a reasonable extent with free professional advisory in all matters regarding environmentally safe handling of electrical equipment (legislative changes, marking of electrical equipment, etc.).
9. The Operator is obliged to undergo an annual audit of its business by an authorized independent financial auditor and to annually publish its profits and losses in the form of a company annual report.
10. The Operator is obliged to send to the Ministry an annual report every year in accordance with Section 51 of the Act.
11. The Operator is obliged to maintain confidentiality and to protect information which it obtains in connection with the Agreement, including personal data, except cases where it is not permitted to do so under the Act or another legal regulation or when information becomes public knowledge without fault of the Operator. The Operator also declares that the Fiduciary shall maintain confidentiality and protect information which it obtains in connection with the Agreement except cases where it is not permitted to do so under the Act or another legal regulation.
12. The Operator is obliged to have its website established for the term of the Agreement and to operate it and look after its proper and reliable operation (the current address of the site is www.retela.cz).

IV.

Obligations of the Manufacturer

1. The Manufacturer is obliged:
 - a. To keep in a proper and provable manner truthful and complete records of all electrical equipment which it places on the market, and which were:
 - imported to the Czech Republic, or produced in the Czech Republic
 - put on market in the Czech Republic
 - exported from the Czech Republicboth in pieces and weight units. The records must be demonstrable in particular in relation to the Manufacturer's accounting.
 - b. The Manufacturer undertakes to provide for each Period truthful and complete information to the Operator in the form of statements about the individual types of electrical equipment which was placed on the market in the Czech Republic, imported to the Czech Republic or produced in the Czech Republic and exported outside the Czech Republic (in pieces and weight units).
 - c. To enable to realize the audit by Operator, in order to check the proper fulfilling of the obligations according to the at. VIII of these GTC, including

- the verification of the information according to the § 53 par. 2 a) of the Act, and provide the necessary cooperation to the Operator, and
- d. To provide the necessary cooperation related to the fulfilling of the obligations regarding the eco-modulation.
2. The Manufacturer is liable for the accuracy, completeness and truthfulness of the information provided. The statements will be provided in the following extent, form and structure:
- a. the scope and structure of data in the ordinary statement is provided on website www.retela.cz ;
 - b. the Manufacturer is obliged to fill in all relevant data in the ordinary statement for given Period;
 - c. the Manufacturer is not entitled to change the scope and structure of the ordinary statement;
 - d. the Manufacturer shall deliver the ordinary statement to the Operator at the latest by the 30th calendar day after the termination of the calendar quarter for which the data are handed over, exclusively in electronic form via the Operator's information system placed on its website (www.retela.cz);
 - e. the Manufacturer shall deliver the filled in corrective statement to the Operator at the latest by the 5th calendar day after the discovery of inaccurate or incomplete data provided in the ordinary statement, exclusively in electronic form via the Operator's information system placed on its website (www.retela.cz);
 - f. if the last calendar day of the period for the delivery of ordinary or extraordinary statements falls on a weekend, public holiday or state holiday, the deadline for delivering the statement shall be extended to the first subsequent working day.

The Manufacturer is obliged to deliver to the Operator duly filled in statement exclusively in electronic form via the Operator's information system placed on the website. Provided information is of a confidential nature (except of the Annual report) and related to the provisions of Art. III. para. 11 of these GTC.

3. If the Manufacturer later discovers that the information provided under para. (1)(b) of this article of the GTC does not correspond to reality or is inaccurate or incomplete, it has the opportunity to remedy by sending a corrective statement. If it follows from the corrective statement that the Operator has the right to increased remuneration, the Manufacturer is obliged to pay the Operator a contractual penalty, the amount of which is the same as the amount of the interest under Art. VII para. 9 of the GTC, for the period from the day when the ordinary statement for the period for which the corrective statement was handed over was to be handed over at the latest, until the day of the handover of the corrective statement to the Operator and the payment of the owed remuneration. The Manufacturer is entitled to object that it placed on the market a smaller quantity of electrical equipment or other types of electrical equipment than indicated in the statement or that the equipment in question is not electrical equipment or that it was exported only via a corrective statement by the deadlines indicated below. Objections made later cannot be taken into account, because based on the statement the Operator regularly provides performance under the Agreement and ensures the proper handling of electrical equipment and electronic waste.
4. Given the continuous provision of performance, the Manufacturer is required to submit corrected reports on the basis of which the Manufacturer is to pay lower

compensation within 30 days from the end of the period for which the data is provided.

5. The Manufacturer undertakes that upon request of the Operator it shall allow it to inspect the accuracy and completeness of information provided under paras. 1 - 3 of this article of the GTC on the amount and weight of electrical equipment, in particular by undergoing an inspection by the Fiduciary (Art. VIII of these GTC). The Manufacturer shall provide the Fiduciary all required cooperation for this purpose.
6. Unless otherwise agreed in the Agreement, the Agreement does not apply to electrical equipment, which the Manufacturer placed on the market, manufactured, imported or exported prior to the conclusion of the Agreement.
7. The Manufacturer undertakes to grant the Operator written power of attorney for the purpose of submitting an application to register the Manufacturer in the List and to provide it with other documents and duly filled in forms, as further stipulated in Art. X of these GTC (the respective templates are an annex to these GTC), all within seven days from the signing of the Agreement. The Manufacturer is obliged to notify a change of registered data to the Operator without delay so that the Operator has enough time to notify the change according to the Act and its implementing regulations (for more details, see Section 23 of the Act). The Manufacturer is liable for the accuracy, completeness and truthfulness of all data it provides. The Manufacturer is aware that if it has obligations under the Act in relation to other electrical equipment besides that stated in Art. 1 of the Agreement, it is obliged to ensure registration in the List and compliance with legal obligations towards these other groups as well.
8. The Manufacturer undertakes to provide the Operator cooperation necessary for the performance of the Agreement in order to achieve the fulfilment of the Agreement and to comply with the legal obligations, including the possible provision of other information necessary for the proper securing of separate collection, take back, processing, use and disposal of electrical equipment and electronic waste.
9. The Manufacturer undertakes to pay remuneration for the services provided to it by the Operator under the Agreement in accordance with Art. VII. of these GTC duly and on time.
10. The Manufacturer undertakes to provide the Operator (if required) with all information necessary for the processing of electronic waste, primarily data about the material composition of the electrical equipment and their content of hazardous substances, the manner of disassembly of the electrical equipment and the possibilities to reuse the electrical equipment and material use of electronic waste, or the manner of their disposal. The Manufacturer complies with the notification obligation under this provision by filling in the form "Manufacturer's Information for Processors of Electronic Waste", which is an annex and part of these GTC (Annex No. 2 GTC), for each piece of electrical equipment individually.
11. The Manufacturer shall send the filled in form according to the above paragraph to the address of the Operator's registered office.
12. When selling new electrical equipment, the Manufacturer is obliged to state separately from the price of electrical equipment the costs of take-back, processing, use and disposal of the electrical equipment per one piece or one kilogram of new electrical equipment separately from the price for the electrical equipment, in particular in the form of stand-alone information on the tax document in accordance with the Value Added Tax Act. The Manufacturer shall fulfil this obligation by stating

the Recycling Fee in the amount established in the valid Price List of Fees issued by the Operator and in the manner established by the Operator (if established by the Operator). A Manufacturer in the position of a final seller is required to receive from its suppliers a tax document with the Recycling Fee listed separately.

13. The Manufacturer undertakes to duly comply with the obligations regarding the electrical equipment, whose performance by the Operator is not the subject matter of the Agreement (e.g. obligations under Section 6, Section 7 and Section 62 of the Act) independently.
14. The Manufacturer undertakes to actively participate in the information system for the consumer operated as part of the Compliance Scheme, in particular by informing the consumer in accompanying documents to electrical equipment supplied on the market in the Czech Republic or in another suitable or sufficient manner of its participation in the Compliance Scheme, about the take back points for electrical equipment and separate collection electronic waste and about the requirement that electrical equipment not be disposed of together with regular municipal waste, as well as role of the consumer in the reuse of electrical equipment and material or other use of electronic waste and the possible damaging effects on the environment and human health of hazardous substances contained in electrical equipment, primarily by means of a link to the Operator's website.
15. The Manufacturer is obliged to notify the Operator in writing of a change of its data indicated in the header of the Agreement without undue delay, however, within 14 days of the change of data at the latest; this is without prejudice to the provisions of para. 8. of this article of the GTC. The Manufacturer is obliged to notify the Operator without undue delay of the start of an inspection of the performance of its obligations as a manufacturer of electrical equipment under the Act by the respective state authorities.

V.

Rights of the Parties

1. The Operator has the right to:
 - a) use the Manufacturer's logo throughout the term of the Agreement, however, only for the purpose of notifying third parties about the Manufacturer's participation in the Compliance Scheme;
 - b) to entrust the performance of certain activities under the Agreement to third parties and use third parties when handling electrical equipment and electronic waste;
 - c) use public information about the quantity of electrical equipment provided to it by the Manufacturer under Art. IV. para. 1 and 2 of the GTC, in consolidated form, which does not permit information to be retroactively defined for one manufacturer for the purposes of registering and presenting the Compliance Scheme; this doesn't apply for Annual reporting according § 51(3) of the Act
2. The Manufacturer has the right to:
 - a) request the Operator to set the amount of the fee for electrical equipment which is not stated in the currently valid Scale of Fees;
 - b) request the Operator in case of uncertainties about the inclusion of electrical equipment in the relevant groups or subgroups of electrical equipment;
 - c) propose one representative to the work group which the Operator is entitled to establish to assess the amount of the fee under Art. VI para. 2 of these GTC;

- d) make suggestions to modify the operation of the Compliance Scheme, which lead to greater efficiency of the operation of the Compliance Scheme;
 - e) use, exclusively under the conditions and in the extent under the GTC, the Operator's logo according to Annex No. 7 of these GTC; this use, however, is not obligatory.
3. The Parties hereby grant each other express consent to the sending of messages, information, confirmation of delivery of messages, reminders and other communications regarding the Agreement and its fulfilment by electronic means, in particular through electronic mail, to their electronic contacts (usually to e-mail addresses). This consent also applies to the sending of business communications on the securing of performance under the law and the provision of related services.
4. The Operator shall refund paid fees or their part to third parties which export electrical equipment originally placed on the market by the Manufacturer abroad. The condition for this refund is the provision of consent of the Manufacturer to the return of the fees in accordance with Section 47(1) of the Act, last sentence. Upon a refund, the Operator is entitled to request that the person to whom the fee is refunded consider the costs which it had to incur in connection with the refund, including costs of verifying the legitimacy of the request for a refund, if during this verification (audit) the fulfilment of the conditions for a refund were not fully proven.

VI.

Manner of setting Recycling Fees

1. The Operator issues a Scale of Fees. The Scale of Fees as a rule contains individual rates of Recycling Fees separately for each group and subgroup of respective electrical equipment, or for individual types of electrical equipment. Recycling fees are set by the Operator depending on the type, weight, volume and eco-modulation of selected products that the Manufacturer markets. In addition, the Scale of Fees contains a system fee, expressed in a lump sum per calendar year; the system fee is used to pay part of the fixed costs of the RETELA system associated with the service of individual clients, irrespective of the quantity of such equipment listed on the market in accordance with the principle of equal treatment.
2. The Operator is obliged at least once a year to evaluate and assess the amount of all Recycling Fees for each group and subgroup of respective electrical equipment, in particular with regard to achieved and estimated costs arising from the operation of the Compliance Scheme and with regard to the quantity of electrical equipment placed on the market. For this purpose, the Operator is entitled to establish ad hoc work advisory groups consisting of representatives of the Manufacturer and the Operator of the system, which shall carry out the evaluation and assessment of the fees.
3. The Operator is entitled to change the Recycling Fees to a reasonable extent, in particular the Scale of Fees in the manner stipulated in the Agreement.

VII.

Amount of remuneration and payment conditions

1. Remuneration is paid for services provided by the Operator under the Agreement throughout its entire term. The remuneration consists of the Recycling Fee and the system fee. The remuneration does not include value added tax, excise duties or other similar taxes or fees related to the provided services consisting in the securing of performance under the Agreement. Should the obligation arise for the Operator to pay such taxes or fees upon the provision of the services in question (as at the day

- of conclusion of the Agreement this is the obligation to pay value added tax – "VAT"), the Manufacturer undertakes to pay the Operator for such paid taxes or fees above and beyond the remuneration under the Agreement.
2. The amount of the remuneration is calculated based on the total quantity of electrical equipment which the Manufacturer placed on the market in the Czech Republic (including that which it imported and produced) in the relevant Period, in accordance with the valid Scale of Fees, where the relevant item in the Scale of Fees is multiplied by the corresponding quantity of electrical equipment placed on the market in the Czech Republic in units or in kilograms. VAT in the statutory amount shall be added to the amount calculated in this way.
 3. The system fee is set in the Scale of Fees as an annual lump sum. The amount of the system fee for the relevant quarter is set at a quarter of the annual amount of the system fee. VAT in the statutory amount shall be added to the amount. If the Agreement lasted only for part of a given quarter, the system fee shall be calculated as though it had last the whole quarter.
 4. Remuneration is not paid for exported electrical equipment. However, the Manufacturer is obliged to record and indicate this electrical equipment in the statement too. Exported electrical equipment is electrical equipment which the Manufacturer demonstrably exported abroad. Export means the release into the export regime under customs regulations or delivery from the Czech Republic across the border to another Member State of the European Communities, provided that electrical equipment demonstrably does not become waste in the Czech Republic. The Manufacturer is obliged within inspections under Art. VIII. of the GTC obliged to prove to the Operator that it fulfilled the conditions for an exception to the payment of remuneration laid down in this paragraph.
 5. Services for which remuneration is paid are provided periodically on the basis of statements provided by the Manufacturer under Art. IV. para. 2. of the GTC. From the point of view of the VAT Act, services are considered provided on the last day of the month following after the end of Period ("TSD" or "Taxable supply date"). The Operator is obliged to issue the invoice within fifteen (15) calendar days after TSD.
 6. The compensation shall be payable on the basis of the invoice referred to in paragraph 5. The maturity of the invoices is thirty (30) calendar days from the issuance of the invoice.
 7. Payment of remuneration calculated according to the ordinary statement for the previous calendar quarter is considered as confirmation of the data contained in this statement.
 8. Remuneration is paid by wire transfer to the Operator's account, unless the Manufacturer and the Operator agree otherwise for a specific payment. When making payments, the Parties undertake to use relevant variable codes, if indicated on the invoice (tax document). Bank fees shall be borne by each Party independently.
 9. In case of default in the performance of any monetary obligation under the Agreement, default interest of 0.05% of the owed amount for each day of default has been agreed upon. The Operator shall not be in default of performance throughout the period when the Manufacturer is in default of payment of the remuneration.
 10. Invoices also may be issued in electronic form. The Operator is obliged to issue them with the requisites laid down by special law.

VIII. Inspection, confidentiality and penalties

1. The Manufacturer undertakes that it shall permit the Fiduciary without delay based on prior written notification of the Operator, however, within 30 days of the day of delivery of the notification at the latest, to verify the accuracy and completeness of provided information and the due performance of obligations stipulated in the Agreement, whereas it shall make available business and accounting documentation related to the stipulated quantity of electrical equipment that it has placed on the market in the Czech Republic, including equipment that it has exported, imported and produced. The Operator is not entitled to require this inspection more than once in six months.
2. The Manufacturer is obliged to provide the Fiduciary due and timely cooperation required for the due performance of the inspection under the Agreement, in particular to provide it truthful and complete information regarding the electrical equipment and regarding the performance of the Manufacturer's obligations under the Act and the Agreement, to permit it to inspect its accounting and other documents and materials related to the handling of the electrical equipment, and to permit it entry under usual conditions to its premises and warehouse areas. The Manufacturer is obliged to prove the truthfulness and completeness of data which it handed over to the Operator. Together with the Fiduciary, an employee of the Operator is entitled to take part in the inspection.
3. If, based on a regular inspection or notification of correction of the Manufacturer's data, it is discovered that the Manufacturer placed on the market in the Czech Republic more or less electrical equipment than it reported, the Operator shall issue an additional invoice or additional credit note, which shall be based on the Scale of Fees valid at the time when the Manufacturer should have reported this electrical equipment; this is without prejudice to Art. IV. para. 3. sentences three and four of the GTC.
4. If the Fiduciary determines in any Period (or its part, if the Agreement only lasted part of a certain calendar quarter) that the quantity of electrical equipment placed on the market in the Czech Republic reported by the Manufacturer is lower than the actual quantity by more than 5%, the Manufacturer is obliged to pay the Operator a contractual penalty of 100% of the resulting arrear. This provision shall apply even if the Manufacturer itself sends a corrective statement after the Fiduciary initiates an inspection.
5. On the basis of an order or similar agreement, the Fiduciary is obliged to the Operator to treat the information obtained in verifying the veracity and completeness of the information provided in a completely confidential manner, and is in particular obliged to protect all personal data in accordance with binding data protection regulations. The Fiduciary is required to act with professional care and to protect the legitimate interests of the Manufacturer.
6. The Fiduciary is particularly prohibited from providing detailed information to other persons, including other manufacturers. The Fiduciary may not provide this information even to employees and the statutory bodies of the Operator or its members, except summary reports on the carrying out of inspections and with the exception of providing the documents necessary for the exercise of the Operator's rights.
7. The Operator warrants towards the Manufacturer that it shall not disclose information provided to it or that it obtained in the course of its activities under the Agreement directly or via the Fiduciary. This is without prejudice to the fulfilment of the Operator's obligations in relation to administrative authorities, courts or other bodies or to the right of the Parties to share confidential information with their attorneys, tax advisors, auditors or other individuals legally bound to maintain confidentiality; these individuals must be informed of the confidential nature of the information.

8. The Operator is obliged to adopt internal technical and organizational measures to protect confidential information. The Operator is obliged to instruct its employees and the members of its bodies about the obligation to maintain confidentiality under the Agreement and is obliged to duly verify that they do not disclose information. Neither the Operator's employees nor the members of its bodies may share confidential information which they learned about in connection with the Agreement to other employees of the Operator or members of its bodies, unless this is necessary in order to perform their work tasks or from the point of view of their position, or to misuse the information in any way.
9. Confidential handling of information does not exclude the publication of summary anonymized information about the quantities of electrical equipment placed on the market. This doesn't apply for Annual reporting according § 51(3) of the Act.
10. Information about the signing, duration, change or termination of validity of the Agreement or about the extent of groups of electrical equipment to which the Agreement relates is not considered confidential.
11. The Operator is entitled to ask the Manufacturer to permit it to verify the accuracy and completeness of provided information and the performance of the obligations stipulated in the Agreement in the manner under this article, including in a period of 3 months after the termination of the Agreement. In such a case, the provisions of these GTC and the Agreement regarding the carrying out of inspection, including any penalties, shall apply similarly.
12. If the Operator breaches or fails to perform any of its obligations in article III. of these GTC (except paras. 8 and 11), the Manufacturer is entitled to bill a contractual penalty of CZK 10,000 for each individual breach of obligations.
13. If the Manufacturer breaches or fails to perform any of its obligations in article IV. of these GTC, the Operator is entitled to bill a contractual penalty of CZK 10,000 for each individual breach of obligations.
14. In addition to the penalties agreed in paras. 12. and 13. of this article of the GTC, the following special penalties are agreed:
 - a) If the Operator breaches the confidentiality obligation under Art. III. para. 11. of these GTC, it is obliged to pay the Manufacturer a contractual penalty of CZK 50,000 for each breach of this obligation.
 - b) If the Manufacturer makes it impossible for the Fiduciary to carry out an inspection under paras. 1 or 2. of this article of the GTC or does not provide required cooperation for the carrying out of the inspection duly or on time, the Operator is entitled to bill the Manufacturer a contractual penalty of CZK 50,000 for each individual thwarted inspection or for each case of failure to provide cooperation or for each case where it made impossible verification of the accuracy and completeness of provided information or the due performance of obligations stipulated by the Agreement.
 - c) If the Manufacturer does not submit the statement duly and on time in accordance with point in Art. IV. para. 2. of the Agreement, it shall be obliged to pay the Operator a contractual penalty of CZK 1 000 for each day of delay submitting the statement.
15. The right to a contractual penalty is without prejudice to the right to compensation of damage or return of unjustified enrichment or the right to payment of default interest. All compensation of damage incurred in connection with the Agreement shall be paid in money.

IX.
Personal data protection

1. The Parties state that the Operator is in the position of a Data Controller within the meaning of the GDPR.
2. The Manufacturer is aware that the Operator as a Data Controller processes personal data manually, automatically in electronic and hardcopy form in accordance with the relevant legal regulation for the protection of personal data and for the duration of this Agreement and after its termination for the period necessary to settle mutual rights and obligations, in the scope provided in the heading of the Agreement based on and for the purpose of the fulfilment of this Agreement and for the purpose of fulfilling obligations established in binding legislation, especially the Waste Act. The Operator is entitled to submit personal data to government authorities in the necessary scope. In case of a failure to provide the data the Agreement cannot be executed. The Manufacturer is entitled to contact the Operator in matters concerning the processing of the Manufacturer's personal data by mail retela@retela.cz.
3. The Operator was informed by the Manufacturer that it has the right to access personal data and the right to transfer its personal data. If the Manufacturer discovers or suspects that the Operator is processing personal data in a manner that is contrary to the protection of its privacy and personal life or contrary to the law, in particular if its personal data are inaccurate with regard to the purpose of their processing, it may ask the Operator for an explanation or ask the situation to be remedied. In particular, this may involve correcting, adding, deleting or limiting the processing of personal data. The Manufacturer has the right to file a complaint at the Office for Personal Data Protection, if it suspects that the processing of its personal data is in breach of the relevant legal regulations on personal data protection.

X.
Materials for submitting application for registration in the List of manufacturers

1. In order to submit an application for registration of the Manufacturer in the List of manufacturers of electrical equipment pursuant to Section 21(5) (see Art. IV. para. 7. of these GTC), the Manufacturer shall provide the Operator:
 - a. Filled in "Identification Data" form (see Annex No. 3 of these GTC) – signed by the statutory body of the Manufacturer (the signature does not have to be notarized);
 - b. Power of attorney (see Annex No. 4 of these GTC) – with signature of the statutory body of the Manufacturer (for persons registered in the Commercial Register the manner of acting/signing must correspond to the record in the Commercial Register);
 - c. Consent (see Annex No. 5 of these GTC) – with signature of the statutory body of the Manufacturer
 - d. Filled in "Manner of Marking Products Placed on the Market" form (see Annex No. 6 of these GTC).
2. If the "Power of Attorney" and "Consent" are signed by a person who is not the statutory body of the Manufacturer, this person must present an original or officially verified copy of a power of attorney to represent the Manufacturer with signature of the person who is the statutory body of the Manufacturer; this power of attorney must expressly include the authorization of the authorized person to further authorize other persons.

3. The Manufacturer all is obliged to send all materials stated in para. 1 of this article of the GTC under points a. to d. within 7 days from the signing of the Agreement at the latest to the address of the registered office of the Operator.

XI. Use of Operator's logo

1. The Operator is using of the "RETELA" brand and trademark, a graphic representation of which constitutes Annex No. 7 of these GTC [referred to in the Agreement as "Operator's logo", see Art. V para. 2 let. e) of these GTC] (hereinafter only "**brand**").
2. The Operator provides the Manufacturer authorization to use the brand (the "individual licence") under the terms and conditions laid down below.
3. Assuming that the Manufacturer has concluded the Agreement with the Operator and is not in default of performance of any obligations under the Agreement, the Manufacturer is authorized under the individual licence to use the brand, only for the purpose of informing third parties of the inclusion of the Manufacturer in the Compliance Scheme. The Manufacturer is in particular entitled to present the brand in documentation for the electrical equipment placed by the Manufacturer on the market in the Czech Republic, for which the Manufacturer paid the Operator remuneration for the performance of obligations of take back, processing and disposal of electrical equipment and electronic waste in accordance with the Agreement.
4. The Manufacturer is not obliged to use the brand. If it nevertheless uses it, the remuneration for provisions of individual licence shall be considered part of the remuneration under Article VII. of these GTC, i.e. the Operator is not entitled to any other remuneration for provision of the individual licence.
5. The brand must be used only in graphic form and in accordance with the terms and conditions under Annex No. 7 of these GTC. The brand must be placed in such a way that it is visible for the consumer.
6. The individual licence is non-exclusive.
7. The individual licence is non-transferable, i.e. the Manufacturer is not entitled without the prior written consent of the Operator to assign the individual licence to a third party and is not entitled to grant a sub-licence to a third party.
8. The individual licence is applicable to the territory of the Czech Republic.
9. The brand is an expression of the Manufacturer's financial participation in the Compliance Scheme. Use of the brand expresses towards third parties that the respective electrical equipment the Manufacturer paid a financial contribution to the creation and operation of this system, which was established in accordance with the principles expressed in the Act and in the respective decrees. This interpretation of the meaning of the brand is binding for the Manufacturer and the Manufacturer is obliged to comply with it in all expressed and other acts towards third parties (e.g. in public notifications, information towards third parties).
10. The Manufacturer is obliged to always use the brand and to interpret its meaning in its communications in such a way that a misleading or mistaken impression cannot occur, to avoid damaging the good reputation of the Operator and affecting the legitimate interests of the Operator.
11. The Manufacturer is obliged to permit the Operator to inspect the proper use of the brand, and for this purpose to at any time, at the request of the Operator, submit to the Operator samples of materials and documentation for the electrical equipment marked with the brand (e.g. if with regard to the nature of the electrical equipment it will not be possible to submit samples, permit its inspection at a suitable place). For the purpose of performing inspections of authorization,

the Manufacturer is obliged to permit the Operator inspections similarly as under Art. VIII of these GTC.

12. The Operator grants the Manufacturer an individual licence for an indefinite period; this is without prejudice to the Operator's right to change the GTC under the terms and conditions stipulated in Art. III para. 3.2. of the Agreement. If the effectiveness of the Joint Performance Agreement ends, the effectiveness of the individual licence shall end at the same time.

XII. Duration of the Agreement

1. The Agreement is concluded for an indefinite period, if no other term is agreed in the Agreement.
2. Either Party shall be entitled to terminate the Agreement for an indefinite period at any time in writing without giving any reason, but always respecting a notification period of at least 1 month. The Contract termination becomes effective on the last day of the following calendar quarter during which the termination of the contract has been delivered to the other contractual party.
3. The Operator is entitled to withdraw from the Agreement in the following cases:
 - if a decision on the bankruptcy of the Manufacturer is issued or if an insolvency petition against the Manufacturer is rejected due to insufficient assets;
 - if the Manufacturer is in default of the performance of any of its obligations under article IV for a period longer than 1 month;
 - if the Manufacturer is in default of payment of any monetary performance towards the Operator for a period longer than 2 months;
 - if the Manufacturer does not provide cooperation to the Fiduciary duly or on time in the performance of an inspection under Art. VIII;
 - if, despite written notification, the Manufacturer does not provide the Operator cooperation which the Operator required for the performance of its obligations under the Agreement;
 - if there is a change in legislation which could have a significant effect on the performance of the Operator's obligations under the Agreement or on the manner of the functioning of the Operator's Compliance Scheme.
4. The Manufacturer is entitled to withdraw from the Agreement in the following cases:
 - if a decision on the bankruptcy of the Operator is issued or if an insolvency petition against the Operator is rejected due to insufficient assets;
 - if another serious or inevitable fact occurs as a result of which the Operator is no longer actually capable of performing the obligations towards the Manufacturer which it assumed on the basis of the Agreement.
5. Withdrawal from the Agreement becomes effective upon the delivery of written notice of withdrawal from the Agreement by the other Party. Withdrawal from the Agreement is without prejudice to the right of the withdrawing Party to a contractual penalty, compensation of damage or other rights arising to it based on this Agreement.
6. Notice of termination or withdrawal from the Agreement is as a rule delivered by mail in the form of registered post to the correspondence address stated in the header of this Agreement, unless the other Party notified a change of address in writing. If the recipient does not accept the delivery or does not pick it up during the period it is retained at the post office, the Parties have agreed that the last day of this period shall be considered the delivery day. This does not exclude the possibility to deliver the notice of termination or withdrawal by fax, courier or other suitable method.
7. In the event of termination of the Agreement, the Parties shall be obliged to settle their obligations under the Agreement similarly under the Agreement and the GTC; the Manufacturer is, in particular, obliged to hand over the statement to the Operator

for the duration of the Agreement for which it has not yet handed it over, in the manner and by the deadline specified in the Agreement, the Operator is then obliged to charge the fee for that period and the Manufacturer is obliged to pay the fee according to this statement, all under the sanctions indicated in the Agreement and the GTC. The payment obligations of the Manufacturer are not affected by the termination of the Agreement. Upon termination of the Agreement, the possibility of submitting a corrective statement is excluded.

XIII. Final provisions

1. The Agreement and the GTC are governed by the laws of the Czech Republic, in particular the Act and the Civil Code. For the settlement of disputes arising from this Agreement, the Parties have agreed on the exclusive jurisdiction of the competent court according to the location of the Operator's registered office at the time of the conclusion of this Agreement (Section 89a of the Code of Civil Procedure).

These GTC come into effect on 1 July 2022.

Appendix No. 1: Ordinary statement (***non obligatory***)

Appendix No. 2: Form "Manufacturer's Information for Processors of Electronic Waste"
(***non obligatory***)

Appendix No. 3: Form "Identification Data" (***non obligatory with AR/AC agreements***)

Appendix No. 4: Power of Attorney (***obligatory and signed***)

Appendix No. 5: Consent (***obligatory and signed***)

Appendix No. 6: Manner of Marking Products Placed on the Market (***non obligatory***)

Appendix No. 7: Operator's Logo (***non obligatory***)