



Lizenzero-Agreement on participation in the Interzero Recycling Alliance dual system

between

Dokan s.r.o.
Široká 590/3
736 01 Havířov-Město
Tschechien

represented by

Pavel Ryška
(authorised representative)

- hereinafter 'client' -

and

the **Interzero Recycling Alliance GmbH**, Stollwerckstr. 9 a, 51149 Cologne,
legally represented by the signatory parties,

- hereinafter 'Interzero Recycling Alliance'.

The parties today enter into the following contract having the contract number

106536

Our standard terms and conditions of business apply: for details, please visit www.lizenzero.de.

Preliminary remark

Throughout the Federal Republic of Germany, Interzero Recycling Alliance operates a comprehensive recovery system established by governmental authorities within the meaning of Art. 3 Para. 16 of the German Packaging Act* (Dual System Interzero Recycling Alliance – hereinafter also referred to as 'DSI'), and for purposes of convenient handling of the participation in the Dual System Interzero Recycling Alliance it offers an online customer portal (LIZENZERO).

The Client is a company that brings packaging to market within the scope of the German Packaging Act.

In regards to this packaging, the Client is subject to the legal obligations connected with packaging law in regards to the take-back and recovery obligations of Art. 7 of the German Packaging Act for sales packaging. In addition, the Client is subject to the obligations of registration (Art. 9 of the German Packaging Act) and submission of data reports (Art. 10 of the German Packaging Act) with the "Stiftung Zentrale Stelle Verpackungsregister" (Central Authority Packaging Registry Foundation), and where appropriate must fulfil the obligation to provide and submit a declaration of completeness carried out by a tax advisor, auditor, chartered accountant or independent expert in accordance with Art. 11 of the German Packaging Act.

In compliance with Art. 21 of the German Packaging Act, Interzero Recycling Alliance has additionally developed an incentive system that provides benefits for the Client if the packaging subject to mandatory participation in the system is made from recycled materials, renewable raw materials, or materials with maximum recycling potential in the meaning of Art. 21 of the German Packaging Act. This requires a separate written agreement between the parties, however, in particular regarding an analysis of the packaging affected.

In this context, the Parties hereby conclude the following contract.

*Law for the further development of local separate collection of domestic waste containing recyclable materials (VerpackG – dated 12.07.2017, Federal Law Gazette I [BGBl. I] no. 45, p. 2234). For contracts already concluded for the calendar year 2018, the corresponding provisions of the German Ordinance on the Prevention and Recycling of Packaging Materials (German Packaging Ordinance of 21 August 1998, Federal Law Gazette I [BGBl. I], p. 2379, last amended by the Seventh Amendment Ordinance of 17 July 2014 (BGBl. I p. 1061 dated 23 July 2014) shall apply accordingly.

1. Subject matter of the contract and services of Interzero Recycling Alliance

1.1

The Client shall participate in the Interzero Recycling Alliance Dual System via the online customer portal (LIZENZERO) under the conditions stipulated in this Contract, in particular **Appendix 1**, and the conditions of use for the online customer portal.

1.2

The Client's participation shall relate to authorised packaging. "Authorised packaging" means all quantities of sales packaging to be reported to Interzero Recycling Alliance. All sales packaging under Appendix 1 that the Client brings to market in the Federal Republic of Germany and that is subject to the so-called quota and reporting obligation connected with packaging law must be reported.

1.3

By participating in the Dual System Interzero Recycling Alliance in accordance with the reported sales packaging conditions of this Contract, the Client fulfils its obligations under Art. 7 Para. 1 of the German Packaging Act. Interzero Recycling Alliance additionally confirms the system participation of the Client in accordance with Art. 7 Para. 1 Sentence 3 of the German Packaging Act. A corresponding confirmation of

participation and an annual certificate of the participating quantities shall each be accessible in the personalised section of the online customer portal.

1.4

It shall be possible to adjust the contract-related changes in Appendix 1 accordingly in the online customer portal. The changes shall each become a component of this contract.

2. Reporting and confirmation

2.1

The Client shall be obliged to report to Interzero Recycling Alliance on the quantities of authorised packaging brought to market in accordance with the following provisions. The reports shall take place exclusively via the online customer portal.

2.2

At the start of the contractual relationship, the Client shall indicate in the online customer portal the quantities of packaging it anticipates bringing to market within one calendar year. Correction shall be possible as defined in section 2.4.

2.3

The actual total quantity of packaging brought to market within one calendar year (annual quantity) shall be reported via the online customer portal within the period between 1 January and 31 January of the following year, and if appropriate also confirmed as defined in section 2.5. The respective annual quantity report shall simultaneously represent the new predicted quantity report for the following year, unless the Client makes a separate report or change.

2.4

The Client shall be entitled to adjust the annual quantity specified in the online customer portal during the year, where in its estimation the quantities actually brought to market are anticipated to exceed or fall below this quantity. The provisions of section 3.2 shall apply here.

2.5

Where the Client is not exempt from the obligation to archive a declaration of completeness under Art. 11 Para. 4 of the German Packaging Act (i.e. if it brings to market more than 80,000 kg of glass, 50,000 kg of paper/cardboard/paperboard, or 30,000 kg of other materials within one calendar year), it shall prepare and archive this as defined in the German Packaging Act. In such a case, Interzero Recycling Alliance shall be entitled to request a confirmation of the annual quantity in the form of a signed copy of an audited declaration of completeness from the responsible auditor, from which the authorised packaging actually brought to market can unequivocally be established. The Client shall ensure that the specifications regarding the fractional quantities of other system operators are anonymised in the declaration of completeness.

2.6

If the reports which to be made by the Client under this contract are not submitted or are submitted late, Interzero Recycling Alliance shall be entitled to bindingly define the quantities and any other contractually relevant information based on the most recent quantities contractually agreed (on a pro rata basis if appropriate).

2.7

The Client hereby undertakes and assures Interzero Recycling Alliance that it will report the quantities to be reported under this contract to Interzero Recycling Alliance, and shall do so exclusively either itself or through Group-affiliated companies. If a third party submits the quantity reports on behalf of the Client (either in its own name or in a third-party name), the prior written consent of Interzero Recycling Alliance and a separate written agreement shall always be required.

2.8

The Client shall inform Interzero Recycling Alliance within 14 days via the online customer portal of all changes relevant to the contract (e.g. change of company name, legal form, contact persons, invoicing and business addresses, registration number with the central authority, VAT identification number, etc.). The Client hereby acknowledges that the failure to report such a change could result in Interzero Recycling Alliance being unable to perform the contractually agreed services (e.g. reporting to the central authority) or being unable to do so correctly.

3. Remuneration and invoicing

3.1

Interzero Recycling Alliance shall prepare an invoice on the basis of the annual report under section 2.2, or the most recent quantity report made by the Client (see sections 2.3 and 2.4). The decisive factors for the invoicing of the remuneration to be paid by the Client shall be the agreed annual quantities (subject to any amendments in quantity under section 2.4 or 3.2) and the prices agreed for each material fraction. The minimum remuneration shall be € 40.00 and includes an annual service fee of € 25.00. The amounts invoiced by Interzero Recycling Alliance under this Contract shall be due for payment immediately.

3.2

The remuneration to be paid by the Client shall be based on the respective annual quantities defined in **Appendix 1**. In the event of changes in quantities during the year (see section 2.4), the following provisions shall apply:

3.2.1

Until 31 August of a calendar year, unlimited changes are possible; the prices agreed upon in the respectively applicable **Appendix 1 (Price list 1)** shall apply.

3.2.2

After 31 August of a calendar year, in the event of an increase in quantity the respectively applicable **Appendix 1 (Price list 2)** shall apply. In the event of a reduction in quantity after 31 August, no credit note or reimbursement shall be granted.

3.3

Interzero Recycling Alliance hereby reserves to the right to make reasonable price adjustments during the term of contract with a notice period of two months, by means of unilateral declaration in writing to the Client, especially in the case of an increase or reduction in operating costs (for example, collection, sorting, recovery and system administration costs). In such a case, after being notified of the price adjustment the Client shall be entitled to terminate this Contract at the time when the price adjustment comes into effect, with a notice period of one month.

3.4

The Client hereby agrees to the invoices and credit notes generated within the framework of this contractual relationship being generated and sent electronically. The Client shall ensure that the technical conditions exist for this electronic dispatch. The electronic invoices/credit notes shall correspond to the requirements of Art. 14 etc. of the German VAT Act [UStG].

3.5

The Client hereby acknowledges that Interzero Recycling Alliance shall only perform the services that form the subject matter of the contract (e.g. reporting to the central authority etc.) after payment in full of the agreed remuneration.

4. Term of contract and termination

4.1

The contract shall be concluded for a period of one year in each instance, and shall begin upon confirmation of conclusion of contract by Interzero Recycling Alliance. If the conclusion of contract takes place in the online customer portal during a calendar year, the provisions of the contract shall apply retroactively as of 1 January of that calendar year. The contract shall be subject to termination at the end of a calendar year, in each case with a notice period of three months, however not before the expiry of the minimum term agreed upon conclusion of contract, by means of a corresponding declaration of termination in the online customer portal. If no termination takes place in compliance with this notice period, the contract shall be extended in each instance by one further calendar year.

4.2

The right of both Parties to terminate for good cause shall remain unaffected, as shall claims for damages. Good cause shall exist in particular where

4.2.1

one of the Contractual Parties violates significant duties under this contract with intent or gross negligence, and where this violation of contract is also not remedied within an appropriate period after a corresponding warning;

4.2.2

the Client does not pay the agreed remuneration, even after a corresponding warning from Interzero Recycling Alliance;

4.2.3

the Client provides inaccurate information within the framework of the Client's duty to cooperate when determining quantities and the Client's reporting obligations;

4.2.4

without prejudice to the provision in Art. 11 Para. 2 of the service conditions attached as **Appendix 2**, changes of the statutory boundary conditions, and in particular in the German Recycling Management Act or ordinances based on the same, mean that it ceases to be economically feasible for Interzero Recycling Alliance to continue operating a dual system;

4.2.5

the Client conclusively ceases business operations. In such a case, there shall be no reimbursement of partial sums already paid.

4.3

In the event of termination of contract, Interzero Recycling Alliance hereby retains the right to perform the corresponding notification to the central authority.

5. Final provisions

5.1

This contract consists of this standard contract and the appendices conclusively designated therein.

5.2

It is hereby agreed that this clause, this entire contract, and any amendments or supplements must be agreed upon in writing (Art. 126 of the German Civil Code [BGB]). The requirement of the written form shall also apply to the revocation of the written form clause. No ancillary verbal agreements exist.

5.3

All claims arising from this contract shall be subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The contractual language shall be English, even if correspondence is conducted in another language.

5.4

It is hereby agreed that the place of jurisdiction shall be Cologne, Germany.

5.5

If any provision of this contract is or becomes invalid or unenforceable, the validity of the other provisions of the contract shall remain unaffected. In such a case, from the time a provision is invalid or unenforceable, the Parties hereby undertake to replace the invalid or unenforceable provision with a provision that comes closest to the spirit, purpose and economic intention of the invalid or unenforceable provision as desired by the Parties. This shall apply to any contractual loopholes.

Cologne, 31.07.2026
Interzero Recycling Alliance GmbH



Michael Bürstner (COO)

Frank Kurrat (CEO)

List of annexes

The following annexes form part of this contract:

Annex 1: Our conditions

Annex 2: Terms of service

Interzero Recycling Alliance

Our conditions

Contractual provisions	Price list 1	
Pricing agreement and volume estimate (DSI, Ziffer 2.2 und 3.2.1)	Packaging material	Price in EUR/kg
	Glass	0,069 €
	Paper/paperboard/cardboard	0,288 €
	Ferrous metals	1,150 €
	Aluminium	1,150 €
	Composite beverage cartons	1,150 €
	Other composite packaging	1,150 €
	Plastics	1,250 €
	Other materials	0,085 €

Please note: The minimum price is €39.00. This includes a service fee of €25.00.

Contractual provisions	Price list 2	
Pricing agreement (DSI, Ziffer 3.2.2)	Packaging material	Price in EUR/kg
	Glass	0,084 €
	Paper/paperboard/cardboard	0,356 €
	Ferrous metals	1,413 €
	Aluminium	1,413 €
	Composite beverage cartons	1,413 €
	Other composite packaging	1,413 €
	Plastics	1,538 €
	Other materials	0,105 €

Service conditions to the Interzero Recycling Alliance AGREEMENT on Participation in Interzero Recycling Alliance's Dual System

Art. 1 Subject matter of the agreement

These service conditions form part of the Contract Concerning Participation in the Dual System Interzero ("Contract"). By signing the Contract, the Client hereby agrees to these service conditions.

Art. 2 Definitions

1. **Service packaging** (see Art. 3 Para. 1 No. 1a of the German Packaging Act) **shipping packaging** (see Art. 3 Para. 1 No. 1b of the German Packaging Act) and **overpack** (see Art. 3 Para. 1 No. 2 of the German Packaging Act) all constitute sales packaging within the meaning of this Contract.
2. **Returnable packaging** (Art. 3 Para. 3 of the German Packaging Act), **transport packaging** (Art. 3 Para. 1 No. 3 of the German Packaging Act), **sales packaging of hazardous filling materials** (Art. 3 Para. 7 of the German Packaging Act) and **deposit-bearing disposable packaging** (Art. 31 of the German Packaging Act).

Art. 3 Services of Interzero

To fulfil contractual obligations arising from this Contract, Interzero shall be entitled to commission third parties (subcontractors) to carry out the services to be rendered. It shall ensure here that it commissions only such companies as can guarantee the proper execution of duties within the meaning of this Contract and the German Packaging Act, and in line with other regulations, e.g. relevant environmental regulations. sposable packaging (Art. 31 of the German Packaging Act) shall not constitute the subject matter of the Contract.

Art. 4 Obligations of the Client

The Client shall be obliged to comply with all requirements necessary to properly perform the service pursuant to the law. Without being requested to do so, it shall regularly provide Interzero with all information and data required to fulfil the Contract. The Client shall be responsible for ensuring the accuracy and completeness of reports to be made and/or information to be delivered by the Client to Interzero within the context of this Contract.

Art. 5 Remuneration

All prices and fees shall be understood as net, plus the statutory value-added tax.

Art. 6 Verification

Verification to be conducted pursuant to section 2.3.2 of the Contract shall also encompass compliance with the authorised proportional packaging quantities assured in **Appendix 1** in relation to the total quantities of packaging brought to market by the Client.

Art. 7 Trademark use / third-party claims

1. The Client shall be entitled to mark authorised packaging with Interzero's registered trademark 'Interzero DSI' for presentation and promotional purposes. Usage shall be carried out in compliance with the respectively applicable relevant provisions of the Interzero (retrievable from <https://alliance.interzero.de/en/service/packaging-labelling/>). The respective licence shall be granted on a simple, non-exclusive, non-transferable basis, and shall be limited to the duration of this Contract in terms of time, place and content. The use of Interzero's trademark shall be settled upon payment of the remuneration to be paid under this Contract. All costs associated with the use of brands shall be borne by the Client.
2. If claims are asserted against the Client by a third party due to an infringement of rights based on the use of the trademark 'Interzero DSI', the Client must immediately inform the Contractor, comprehensively and in writing. The decision on how to proceed, especially – but not exclusively – the choice of legal means, the rationale behind the content, and the choice of the legal representation, must be coordinated with Interzero. Under these conditions, the necessary legal costs shall be borne by Interzero in the event that a case is lost. Interzero shall not otherwise be liable for losses arising for the Client from and in connection with the use of the trademark.
3. The Client shall be permitted to continue to use the trademark for a maximum of six months (stock depletion period) after termination of contract for all remaining stocks of packaged products that are clearly already marked with the Interzero trademark remaining at the time the Contract is terminated. Interzero shall have no obligations, such as the fulfilment of the provisions of the German Packaging Act, during the stock depletion period.

Art. 8 Liability

1. Unless otherwise stipulated in this Contract, the contracting parties shall be liable to one another as follows:
 - a) for each wilful or grossly negligent cause of loss by either party, its respective statutory representatives or vicarious agents;
 - b) for wilful or negligent injury to life, body or health by either party, its respective statutory representatives or vicarious agents;
 - c) where either party, its respective statutory representatives or vicarious agents have maliciously concealed a defect in an item or have accepted an explicit guarantee;
 - d) for claims under product liability law up to the statutory maximum liability amount;
 - e) where 1. a) - d) do not apply, in cases of simple negligence the parties shall otherwise be liable only in the event of a breach of fundamental contractual obligations by the respective other party, its respective legal representatives or vicarious agents, and liability shall be limited to the typically foreseeable damage. Fundamental contractual obligations here are those contractual obligations, the fulfilment of which makes the correct implementation of the contract possible in the first place, and in compliance with which the other party is routinely entitled to trust. The contracting parties hereby agree that the typically foreseeable damages shall be limited to a maximum of €5,000,000.00 for material losses and a maximum of €250,000.00 for other financial losses.

2. Further liability of the contracting parties for damages shall be excluded.

Art. 9 Offsetting

The Client shall only be entitled to offset or withhold payment for claims that are stated in writing as uncontested or legally established.

Art. 10 Confidentiality

The Contractual Parties shall treat confidentially all information made available to them in relation to this Contract or Appendices or amendments to this Contract, and shall disclose this information to third parties only when compelled to do so by law. This also applies in particular to other system operators. The obligation to maintain confidentiality shall apply throughout the duration of this Contract and for five years after its termination. Interzero shall only officially promote or publicise services in connection with this Contract to third parties after obtaining explicit written confirmation from the Client.

Art. 11 Force majeure, amendments to the German Packaging Act

1. Delays in executing this Contract due to force majeure and due to events outside the sphere of influence of Interzero shall entitle Interzero to delay the execution of this Contract for the duration of the impediment or for a reasonable period of time. This shall also apply to events that occur when a delay has already taken place. If the impediment continues longer than three months, both the Client and Interzero shall be entitled to withdraw from the part of the Contract that has not yet been fulfilled. Interzero shall inform the Client as soon as possible of the beginning and end of any such impediments.
2. If the current version of the German Packaging Act is amended after coming into force, or if other relevant legislation is amended or specified due to an official or court decision of the Federal/State Waste Committee (LAGA) or a decision of the central authority (Art. 24 of the German Packaging Act), and if the amendment significantly impacts the economic feasibility of this Contract, the contracting parties shall undertake to adjust this Contract as soon as possible in accordance with the altered legal and factual situation. In such a case, if the contracting parties cannot reach an agreement within two months after receipt of an amendment request concerning the amendment of this Contract, both contracting parties shall be entitled to terminate this Contract at the end of any month, with a notice period of one month.

Art. 12 Validity of the General Terms and Conditions

Unless otherwise explicitly agreed, these service conditions shall be subject to the General Terms and Conditions of Interzero, available online at <https://www.interzero.de/en/>.