

TEMPLATE FOR COOPERATION AGREEMENT WITH A LIABLE IMPORTER / BATTERY PRODUCER

In Elefsina, Attica, today XXXXXX, between the following contracting parties:

1. On the one hand the company under the name: **“COMPANY OF PANHELLENIC ALTERNATIVE BATTERY MANAGEMENT S.A.”** and the distinctive title **“Re-Battery S.A.”** with G.E.MI. No. 118621007000, having its registered office in Elefsina, at 1, El. Venizelou & Skorda St., with **T.I.N. 800367740** / Tax Office K.E.F.O.D.E. Attica, as legally represented for the signing of this document by Malamati Ziogou, General Manager (hereinafter **“PRO”**) and
2. On the other hand, the company under the name **“XXXXXXXXXX”** with **T.I.N. XXXXXXXXX** / Tax Office XXXXXX, G.E.MI. No. XXXXXXXX and Producers’ Registry No. **(PRN)** _____, having its registered office in XXXXXXXX, at XXXXXXXX street, number XX, as legally represented herein by XXXXXXXX (hereinafter **“Importer / Producer”**),

The following were agreed and concluded:

I. The PRO comprises an Extended Producer Responsibility Scheme with the exclusive purpose of organizing the collection operations on a collective basis, which also include the provision of guarantees, transport, transshipment, storage, preparation for reuse, recycling and any other form of recovery of battery and accumulator waste. It was approved as a PRO by a Board decision of the Hellenic Recycling Agency (HRA) at its 22nd regular meeting of 8-11-2011, the decision being published on “Diavgeia” programme under prot. no. 803/22-12-2011. It serves exclusively public interest purposes, within the scope of the competencies assigned to it for the achievement of its purpose, according to the provisions of Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 “Concerning batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020 and repealing Directive 2006/66/EC” and pursuant to Law 4819/2021 (A’ 129) “Integrated framework for waste management – Transposition of Directives 2018/851 and 2018/852 of the European Parliament and of the Council of 30th May 2018 amending Directive 2008/98/EC on waste and Directive 94/62/EC on packaging and packaging waste, framework for the organization of the Hellenic Recycling Organization, provisions for plastic products and the protection of the natural environment, spatial-urban planning, energy and relevant urgent regulations””. The renewal of the operating authorisation of the PRO for the years 2020-2025 was approved unanimously by the HRA Board (OPN: ΩΝΤΟ46Ψ8ΟΖ-ΣΨΤ) at its 169th meeting (12.06.2020). The extension of the Scheme to include the management of Ni-MH and Li-Ion accumulators was unanimously approved by the HRA Board at its 171st meeting (16.07.2020, OPN: ΡΩΓ746Ψ8ΟΖ-Ξ60), as amended regarding the financial contribution for Ni-MH and Li-Ion accumulators by decision of the HRA Board at its 186th meeting (25.10.2021, OPN: Ω3Κ146Ψ8ΟΖ-ΗΡΩ) and as further amended with regard to the management of new categories of batteries pursuant to Regulation (EU) 2023/1542 by

decision of the HRA Board at its 230th meeting (06.04.2026, OPN: ΕΞΦ46Ψ8ΟΖ-7ΙΕ) (hereinafter referred to as **“Approval Amendment”**).

Within the scope of its duties, the PRO undertakes to organize, record and supervise all alternative management operations relating to waste accumulators, including collection, temporary storage and transportation to licensed and legally operating recycling facilities.

II. The purpose of the other contracting party (Importer / Producer) is the import/production and trade of accumulators (include the brand names of the batteries).

III. Pursuant to the provisions of Article 11(2) of Law 4819/2021, and the provisions of Article 10(1) of Joint Ministerial Decision 41624/2057/E103 (B’ 1625), the producers or managers of waste batteries and accumulators are obliged, provided they have not set up an individual EPR Scheme, to take part in approved EPR Schemes for batteries and accumulators. Participation in an EPR Scheme can be realised by signing a relevant agreement with the EPR Scheme, and by the Importer simultaneously accepting the limitations and conditions set forth in the provisions of Articles 9, 11, 12 and 13 of Law 4819/2021. The Importer / Producer, within the scope of the obligations imposed by the above provisions regarding its lawful and safe operation, wishes to take part in the “Scheme”, by paying the financial contribution required by the Scheme to meet its obligations vis-à-vis the law and supervisory authorities. Under this Agreement and throughout its term, the Importer is granted the right to label their products with the indication described in Annex II hereto, as proof of their participation in the EPR Scheme.

IV. By means of this Agreement, the Scheme and the Importer / Producer-importer regulate all matters related to their collaboration.

This Agreement is governed by the provisions set out below and any other provision related to environmental protection and the safe management of accumulator waste, even if not expressly mentioned herein:

- Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 “Concerning batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020 and repealing Directive 2006/66/EC”;
- Law 4819/2021 (OGG 129 A’) “Integrated framework for waste management – Transposition of Directives 2018/851 and 2018/852 of the European Parliament and of the Council of 30th May 2018 amending Directive 2008/98/EC on waste and Directive 94/62/EC on packaging and packaging waste, framework for the organization of the Hellenic Recycling Organization, provisions for plastic products and the protection of the natural environment, spatial-urban planning, energy and relevant urgent regulations”, as in force;
- JMD 41624/2057/E103/2010 (OGG 1625/B) “Measures, terms and conditions for the alternative management

of waste batteries and accumulators in compliance with the provisions of Directives 2006/66/EC “on batteries and accumulators and waste batteries and accumulators and repealing Directive 91/157/EEC” and 2008/103/EC “on amending Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators as regards placing batteries and accumulators on the market”, of the European Parliament and the Council, as in force;

- Guidelines-Explanatory Note by the Hellenic Recycling Agency (HRA) with prot. no. 6122/10.12.2021, “Information to vehicle manufacturers regarding incorporated batteries and accumulators”, by virtue of which Act no. 360/30.09.2011 was updated of the formerly operating National Organization for the Alternative Management of Packaging and other Products (EOEDSAP), now replaced by HRA;
- Letter by the Hellenic Recycling Agency (HRA) with prot. no. 4112/26-10-2020 on “Information to producers of Electrical and Electronic Equipment (EEE) regarding incorporated batteries and accumulators”;
- Law 1650/1986 (OGG 160/A) “On environmental protection”, as amended and in force;
- Law 4042/2012 “Criminal law protection of the environment - Harmonisation with Directive 2008/99/EC - Waste production and management framework - Harmonisation with Directive 2008/98/EC – Regulation of issues related to the Ministry of Environment, Energy and Climate Change” (A’ 24);
- Law 4014/2011 (OGG 209/A) “Environmental licensing of projects and activities, regulation of unauthorised constructions in connection with the creation of an environmental balance and other provisions under the competency of the Ministry of Environment, Energy and Climate Change”;
- JMD 13588/725/2006 (OGG 383/B) “Measures, terms and restrictions for the management of hazardous waste in compliance with the provisions of Directive 91/689/EEC for hazardous waste of the Council of 12 December 1991. Replacement of Joint Ministerial Decision no. 19396/1546/1997 “Measures and terms for the management of hazardous waste”, as in force;
- JMD 24944/1159/2006 (OGG 791/B) “Approval of General Technical Specifications for the management of hazardous waste in compliance with the provisions of Article 7(1) of Directive 91/156/EC of the Council of 18 March 1991».
- Presidential Decree 405/1996 (OGG 272A) “Regulation on loading, unloading, handling and storage of hazardous goods in ports and their transport by sea” and its amendment by PD 177/2014 (A’ 2014).
- Ministerial Decision 181504/2016 (OGG 2454 B) “Establishment, content and management system of the National Producers’ Registry (EMPA). Establishment of procedure for producer registration in the framework of the alternative management of packaging and other products according to Articles 7 and 17 of Law 2939/2001”.
- Regulation EU/2016/679 on the Protection of natural persons with regard to the processing of personal data, Law 4624/2019 “Hellenic Data Protection Authority (HDPa), measures for implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and transposition of Directive (EU) 2016/680 of the European

Parliament and of the Council of 27 April 2016, and other provisions” and the applicable provisions of Law 2472/1997 on “Protection of Individuals with regard to the Processing of Personal Data”.

In the event of any conflict, the aforementioned provisions shall prevail over the terms of this Agreement and any issue not expressly regulated herein shall be regulated in accordance with the above provisions.

Article 1 - Scope

This Agreement applies to categories of batteries as specified in Regulation (EU) 2023/1542, as follows:

1.1 “light means of transport battery” or “LMT battery”: a battery which is not an electric vehicle battery, is sealed, weighs 25 kg or less and is specifically designed to provide electric power for the traction of wheeled vehicles that can be powered by an electric motor alone or by a combination of motor and human power, including type-approved vehicles of category L, within the meaning of Regulation (EU) No 168/2013 of the European Parliament and of the Council;

1.2 “starting, lighting and ignition battery” or “SLI battery”: a battery that is specifically designed to supply electric power for starting, lighting, or ignition and that can also be used for auxiliary or backup purposes in vehicles, other means of transport or machinery;

1.3 “industrial battery”: a battery that is specifically designed for industrial uses, intended for industrial uses after having been subject to preparation for repurposing or repurposing, or any other battery that weighs more than 5 kg and that is neither an electric vehicle battery, an LMT battery, nor an SLI battery;

1.4 “electric vehicle battery”: a battery that is specifically designed to provide electric power for traction in hybrid or electric vehicles of category L, as provided for in Regulation (EU) No 168/2013, that weighs more than 25 kg, or a battery that is specifically designed to provide electric power for traction in hybrid or electric vehicles of categories M, N or O, as provided for in Regulation (EU) 2018/858;

1.5 “a RESS-type battery for a stationary battery energy storage system” or “RESS battery”: an industrial, Li-ion battery, with internal storage that is specifically designed to store from and deliver electric energy to the grid or store for and deliver electric energy to end-users, regardless of where and by whom the battery is being used;

1.6 “a BESS-type battery for a stationary battery energy storage system” or “BESS battery”: an industrial, Li-ion battery. This concerns batteries installed as fixed, high-power, full-scale systems in Electricity Storage Stations (ESS), which are specifically designed for storing from and supplying electricity to the grid.

BESSs operate as standalone facilities. They consist of battery arrays, power conversion systems (inverters) for converting direct current (DC) into alternating current (AC), and advanced management systems (BMS & EMS). They are integrated systems connected directly to the electrical grid (grid-connected). Their primary function is to store electrical energy from the grid or from renewable energy sources (RES) and discharge it when there is

increased demand or a need for grid stabilization. These facilities operate independently of power generation plants.

Article 2 – Financial contributions

2.1. The PRO shall collect financial contributions from each of its contracted producers per battery category/chemistry (both incorporated and replacements), based on the quantities they place on the market according to Annex I. The Importer's participation in the EPR Scheme entails their obligation to pay a financial contribution for each battery product placed on the market, so that the PRO can meet its legal obligations, pursuant to Article 9(3)(a) of Law 4819/2021, and subject to par 4.2. The aforementioned financial contribution also includes the percentage thereof that the PRO is required to annually pay to the HRA as per the provisions of Article 98(1)(a) of Law 4819/2021. The total amount of financial contributions shall be used exclusively to cover the costs of alternative management and fulfil the objectives of the EPR Scheme.

2.2. The financial contribution shall be payable for Pb, Li-Ion and Ni-NH accumulators:

- a) that are sold individually
- b) that are sold as replacements
- c) that are incorporated into:
 - energy storage systems,
 - vehicles of any type and light means of transport
 - industrial, telecommunications, electronic, energy storage system equipment and into other products (e.g. medical equipment etc.)

2.3. The level of the financial contribution shall be determined according to Annex I hereto, which forms an integral part of his Agreement. The declaration of financial contributions shall be submitted electronically.

2.4. The aforementioned financial contribution, as detailed in attached Annex I, shall be due from the commencement of this Agreement and shall be paid quarterly, and more specifically within the first 30 days after the end of each calendar quarter, i.e. by 30th April, 31st July, 31st October and 31st January of each year. If the total annual financial contributions do not exceed the amount of 1,000 €, then the relevant declarations shall be submitted annually and the financial contributions paid by the 15th of January of the following year, covering the total quantities of the preceding year. More specifically, in cases where the Importer has imported/produced batteries for the Greek market during the last three years prior to the signing of this Agreement, the former shall be obliged to submit retrospective declarations for the last three (3) calendar years.

2.4.1. Special provision for BESS accumulators (as in case 1.6 above)

The financial contribution shall be calculated based on the approved value.

The Importer shall have the option to settle the financial contribution, depending on the declared quantity of waste put on the market, in one of the two following ways:

- (a) to pay the full amount of the financial contribution to the PRO in a one-off payment, within thirty (30) days from the issuance of the relevant invoice, plus VAT (as applicable);
- (b) to pay the PRO, upon placing the batteries on the market, an amount equal to 2% of the total contribution in cash, while the remaining amount is covered by a 10-year Letter of Guarantee (LoG) for Payment. The LoG may be issued either by a credit institution or an insurance company, in accordance with the Templates set out in Annex VII. Should a LoG of shorter duration be submitted, the Importer shall be obliged to renew it in a timely manner so as to cover the total duration as set out above; otherwise, the LoG shall be forfeited in favour of the PRO.

In order to be accepted by the PRO, each LoG for Payment shall be issued by:

- the Consignment Deposits and Loans Fund or another credit institution legally operating in Greece or in an EEA country; or
- insurance companies included in the Register of (Re)Insurance Undertakings, supervised by the Bank of Greece, having a minimum rating from at least one of the following rating agencies: Moody's (BBB-), Fitch (Baa3), S&P (BBB), AM Best (B++).

Every two (2) years, the PRO shall be required to document to the Hellenic Recycling Organisation (HRA) whether the level of the financial contribution has remained stable or has changed, depending on the cost of managing Li-ion battery waste. Importers shall have the right to update the amount of their LoGs, in the event of any change to the contribution. Furthermore, in the event that collection of part or all of the battery waste quantities is required, the Importer shall modify the amount of the LoGs prior to their expiry and subject to the prior consent of the PRO, so that the guaranteed amount corresponds to the weight of the battery waste to be collected.

The following statement shall be included in the above-mentioned LoGs:

"Should the operating authorisation of the PRO be revoked or not renewed, as proven by a written certificate issued by the Hellenic Recycling Agency (HRA) explicitly referring to the letter of guarantee no., then the HRA shall automatically be assigned as the recipient of the said document."

Upon the expiry of each LoG and the disbursement of the relevant LoG amount, a corresponding invoice shall be issued by the PRO, plus VAT (as applicable). In the event of forfeiture of the LoG, the forfeited amount shall be subject to the applicable stamp duty to be borne by the Importer.

2.5. In the event that the HRA Board decides on an adjustment to the financial contribution, following the submission of relevant documentation by the EPR Scheme, the Importer shall be notified about the said decision

in writing, and also about the adjustment amount and the effective date of the new financial contribution. More specifically, the new financial contribution amount shall take effect and be calculated to include the adjustment from the beginning of the next quarter, i.e. after the end of the quarter in which the adjustment decision was made and the notification took place.

With regard to importers of BESS batteries in particular, the Importer, at their sole discretion and judgment, shall have the right to modify the amount of the Payment Letters of Guarantee or insurance contract accordingly, in line with the aforementioned provisions.

2.6. With regard to the management of Ni-MH and Li-Ion accumulators in particular, any amendment to the financial contribution by the HRA Board shall be communicated to the Importer by e-mail and shall not entail any obligation to amend the terms of this Agreement, which shall remain in force.

2.7. The Importer / Producer shall be obliged to submit accurate data to the PRO regarding the product quantities they place on the market (both in units and weight) and maintain accounting records, as required by law, from which accurate data can be obtained regarding the financial contributions payable to the PRO. The relevant data shall be maintained in accordance with the provisions imposed by the applicable Greek law and European Union legislation as transposed into Greek law. It is expressly stated that the PRO shall only be responsible for managing the accumulators (quantities, types) that the Importer / Producer shall include in the declarations submitted to the PRO.

Article 3 – Obligations of the “PRO”

Throughout the duration of this Agreement, the PRO shall:

3.1. Within the framework of its assigned duties, have as its sole purpose the organisation, recording and supervision of the accumulator waste alternative management operations, with due regard to the public interest and the protection of the environment.

3.2. Hold all permits and approvals required by law for its operation as an EPR Scheme, be organized and operate in a way that ensures its actions protect the environment and citizens' health and the health and safety of both direct and indirect consumers.

3.3. Organize, record and supervise all alternative management operations relating to waste accumulators, including their collection, temporary storage and transportation to the licensed and legally operating recycling facilities of their partner companies. The PRO shall not carry out any alternative management operations itself, unless granted special permission by the HRA, which authorizes the performance of such operations, if there is

no business interest expressed by the private or broader public sector.

3.4. As a non-profit organisation, it shall be organised and operate in a way that ensures the avoidance of barriers to trade or distortions in competition, in line with the national and EU legislation. Its primary goal shall be the protection of the environment and its contribution to achieving the qualitative and quantitative objectives of the National and EU environmental legislation.

3.5. Have the necessary know-how and technical and logistical infrastructure required to organize and operate the Scheme, in accordance with the conditions and criteria of Article 11 of JMD 41624/2057/E103/2010, and comply with the conditions set out in Chapter VIII of Regulation (EU) 2023/1542.

3.6. Adhere to its statutory obligations, particularly with regard to the submission of the three-year planning report, including a detailed budgeted plan of its alternative management operations for the following three (3) years, its annual report related to its operation and the manner in which it fulfills its obligations, its actions regarding public information and awareness on the alternative management of waste accumulators, along with a cost calculation, and payment of the annual financial contribution to HRA, in accordance with Article 98(1)(a) of Law 4819/2021.

3.7. Maintain, in the relevant section of its website, an up-to-date list of all liable Producers/Importers participating in the Scheme. Keep and provide, following a relevant request by the Importer, information regarding the producers included in the Scheme, the total amount of financial contributions paid to it on an annual basis, details of the partner companies undertaking the waste collection, transport and processing, the waste collection points and centres, and the total quantities managed under the responsibility of the PRO.

3.8. Treat as strictly confidential and secret all information that comes to its knowledge regarding the Importer in the context of this Agreement, and refrain from disclosing any part or all of such information to any third party, with the sole exception of information that must be disclosed by law or a court decision, or information which has become public knowledge. This obligation includes, indicatively and not exclusively, any information related to the Importer and any of their financial data, along with any data concerning their business and/or strategic plans, structure, organization and operation. The Scheme shall not disclose such information to any third party or any other managers participating in the Scheme in particular, for any reason whatsoever, unless required by law or by a Judicial or Administrative Authority. The PRO reserves the right, without this provision affecting the confidential nature of the information and data relating to the Importer, to process the information and data relating to the Importer electronically or otherwise for statistical purposes only, subject to the

restrictions and conditions of Regulation (EU) 2016/679, Law 4624/2019 and the applicable provisions of Law 2472/1997. In any such case, the PRO shall be obliged to inform the Importer of any such processing operation.

3.9. The EPR Scheme bears no liability for compensation to the Importer should its operating authorization, as required by law, be revoked or otherwise cease to be valid, whether temporarily or permanently. Should any of the above events occur, the PRO shall be obliged to promptly inform the Importer, so that the latter may take all necessary actions in a timely manner to ensure that it continues to meet all statutory obligations regarding the management of accumulators. In the event of a delay attributable to the PRO, the latter shall be liable to compensate the Importer for any damage suffered as a result thereof.

3.10. Be entitled to request data from the Importer and carry out audits in order to verify the accuracy of the declared quantities and the information provided, in accordance with Articles 2, 4, and 5 of this Agreement.

3.11. The EPR Scheme shall not be liable for any costs regarding the use of special lifting equipment or any other equipment required in order to arrange the collection requests for Li-Ion and Ni-MH batteries. Withdrawn batteries must be kept at ground level, in an area easily accessible to trucks and pallet trucks.

Article 4 – Collection Points pursuant to Article 60 of Regulation (EU) 2023/1542 (LMT Battery Collection Points)

4.1. Importers of LMT batteries, in accordance with Annex IX of this Agreement, shall be obliged to provide the PRO with a list that includes details of its partner network, from which the collection of waste LMT batteries shall be carried out. The collection points noted in the PRO Registry shall be those designated by the Importer as points of sale or replacement of LMT batteries.

All collection points shall be assigned a unique Collection Point Registration Number (CPRN), which must be referenced when submitting a collection request for Li-ion and Ni-MH battery waste, in accordance with Annex VI of this Agreement.

4.2. The PRO shall supply the LMT collection points with suitable packaging so that “end of life” batteries can be stored separately from “damaged” and “critically damaged” ones.

All collection points designated by the PRO in cooperation with the Importers shall be provided with instructions on the correct storage of waste batteries.

4.3. For a Li-Ion and Ni-MH waste collection to take place, a collection request shall be submitted to the PRO in accordance with Annex VI. For Li-Ion waste to be collected at each LMT battery collection point, the bins supplied by the PRO must be full.

Article 5 – Collection Points pursuant to Article 61 of Regulation (EU) 2023/1542 (EV, SLI, RESS, BESS and industrial battery Collection Points)

5.1. The Importer of EV, SLI, RESS and industrial batteries shall provide the PRO, in accordance with Annex VIII of this Agreement, with a list of its partner network details from which waste batteries of the following types may arise: EV, SLI, RESS and industrial batteries.

The Importer shall declare the following as potential PRO collection points:

- Companies providing maintenance services for energy storage systems;
- Sites where Energy Storage Systems are installed (e.g. photovoltaic parks, energy communities, etc.);
- Points of sale or replacement of SLI, LMT, and RESS batteries;
- Electric vehicle (EV) repair workshops with the relevant Notification of Operation in accordance with JMD 194135/2021.

5.2.1. EV and SLI waste battery collection points shall use the replacement's packaging in the case of "end-of-life" waste batteries. The PRO shall be obliged to provide appropriate packaging in cases where the waste batteries, as specified in the relevant collection request, are classified as "damaged" or "critically damaged".

In order for a Li-ion and Ni-MH waste collection to take place, a collection request must be submitted to the PRO in accordance with Annex IV, signed by a certified High Voltage Level 2 Technician from the collection point. Each EV and SLI waste battery collection point must have accumulated a minimum quantity of 250 kg of Li-ion waste for mainland Greece and 500 kg for the island regions. In the case of collection requests from EV repair workshops operating under JMD 194135/2021, the technician's Level 2 certification notification shall be submitted to the PRO.

5.2.2. Industrial and RESS waste battery collection points shall use the replacement's packaging in the case of "end-of-life" waste batteries. The PRO shall be obliged to provide appropriate packaging in cases where the waste batteries, as specified in the relevant collection request, are classified as "damaged" or "critically damaged".

In order for a Li-ion and Ni-MH waste collection to take place, a collection request must be submitted to the PRO in accordance with Annex V, signed by the maintenance supervisor of the facility/storage unit. Each waste battery collection point must have accumulated a minimum quantity of 250 kg of Li-ion waste for mainland Greece and 500 kg for the island regions

5.3. The BESS waste battery collection point shall be deemed to be the energy storage station, the coordinates of which shall be explicitly stated in the LoG or insurance contract. BESS waste battery collection points shall use appropriate packaging for the transport of Li-ion batteries depending on their status ("end-of-life", "damaged",

“critically damaged”), which the PRO shall be obliged to supply according to the collection request. Where packaging from replacements is available, this shall be used for “end-of-life” battery waste.

In order for a Li-ion battery waste collection to take place, a collection request must be submitted to the PRO in accordance with Annex III, signed by the maintenance supervisor of the facility. The waste batteries must have been disconnected and/or removed from the Energy Storage System. Each BESS waste battery collection point must have accumulated a minimum quantity of 250 kg of Li-ion waste for mainland Greece and 500 kg for the island regions.

Article 6 – Importer Obligations

The Importer / Producer, throughout the term of this Agreement, shall be obliged to:

6.1. Be registered in the National Producers’ Registry (NPR-EMPA) kept by HRA, pursuant to Article 11(5) of Law 4819/2021 and the provisions of Ministerial Decision 181504/2016 (OGG B 2454). Upload on NPR-EMPA all required data for completing their registration and submit the relevant report, in line with the provisions of articles 3 and 5 of the aforementioned decision, update their data on NPR-EMPA by submitting, by 31st March of each year at the latest, the report mentioned in Article 5(1.2) of the above MD and hold a valid NPR-EMPA registration certificate. A copy of the valid certificate is attached hereto as Annex II.

6.2. Pay to the PRO, within the agreed deadlines, the financial contribution due according to the provisions of Article 2 of this Agreement in order to participate in the EPR Scheme and cover the costs of alternative management.

Furthermore, with regard to batteries and accumulators incorporated into Electrical and Electronic Equipment (EEE), the EEE Importer on the one hand shall expressly and unconditionally undertake the obligation to declare, for the EEE placed on the Greek market, to the WEEE PRO with which they are contracted, only the net weight of the EEE, excluding the weight of the incorporated batteries and accumulators and, on the other hand, undertake to enter into an agreement with a duly approved PRO for Waste Batteries and Accumulators regarding the quantities of batteries and accumulators incorporated into the EEE, that have been placed on the Greek market from 1/1/2021 onwards, in accordance with the HRA letter with prot. no. 4112/26-10-2020 entitled “Information to Electrical and Electronic Equipment (EEE) producers regarding incorporated batteries and accumulators”, the content of which the Producer has studied, is fully aware of, and expressly and unconditionally accepts. In particular, with regard to batteries incorporated into vehicles, the Importer expressly and unconditionally undertakes the obligation to declare to the PRO the quantities of accumulators incorporated into the vehicles they import as a separate category, and to declare the corresponding accumulator quantities to the National Producers’ Register, pursuant to and in accordance with the HRA Guidelines with prot. no.

6122/10.12.2021, mentioned above under IV, entitled “Information to vehicle producers regarding incorporated batteries and accumulators”, the content of which the Importer has studied, is fully aware of, and expressly and unconditionally accepts.

6.3. Mark all their accumulators with the symbol included in Annex II of Article 22 of JMD 41624/2057/E103, as required by law.

6.4. Indicate its National Producers’ Registry number on all sales documents (invoices, retail sale receipts, fee notes), as such documents are specified under the provision of Articles 8-14 of Law 4308/2014 (OGG A 251/2014).

6.5. Treat as strictly confidential all information that comes to their knowledge regarding the PRO, in the context of this Agreement and the operation of the PRO. This obligation includes, indicatively but not exclusively, any information regarding the PRO that relates to the latter’s financial data, and any business and/or strategic plans. The Importer / Producer must refrain from disclosing such information to any third party for any reason whatsoever, unless obliged to do so by law or by a Judicial or Administrative Authority.

6.6. Provide all necessary data to the PRO for the verification and validation of the data submitted thereto. The Importer / Producer shall, on an annual basis by September 30th, send to the PRO a relevant certificate, signed by the legal representative of the company or a certified auditor, confirming the total quantity of accumulators placed on the market, according to the provisions of Article 2 herein and those of Article 12(15) of Law 4819/2021. The PRO shall proceed with sample audits to verify the accuracy of the declared quantities and data provided by the Importer / Producer and the latter shall permit and facilitate the above audits, by providing all necessary information.

6.7. Communicate the standard instructions for the correct storage of Li-on battery waste, granted by the PRO, to all potential waste collection points.

6.8. In particular, regarding Pb, Li-ion and Ni-MH accumulators belonging to the EV and SLI (for vehicles not included in the M1 and N1 categories), LMT and industrial RESS categories, within the meaning and definitions of Regulation (EU) 2023/1542, to inform the sales points in their network to which they provide batteries that, according to Regulation (EU) 2023/1542, they are obliged to receive the returned batteries for free, without the end user being required to purchase a new battery from that point, or to have purchased the battery from them initially. Furthermore, they must ensure that all waste batteries, regardless of nature, chemical composition,

condition, brand or origin, of the respective category that they have made available on the market for the first time (EV, SLI, LMT, RESS) in the territory of the particular Member-State are collected separately, in accordance with Articles 60 and 61 of Regulation (EU) 2023/1542.

6.9. The Importer of M1/N1 category vehicles may elect to independently manage the waste Li-Ion and Ni-MH replacement batteries generated within its network. In such case, it shall be responsible for managing the entirety of the quantities of used Li-Ion and Ni-MH batteries/cells, including batteries classified as damaged and/or critically damaged, taking into account the provisions of Article 72 and Annex XIV of Regulation (EU) 2023/1542, attached hereto as part of Annex X of this Agreement, regarding the distinction between used batteries and waste batteries.

The Obligated Party shall submit, no later than 15 March of each year, the certificates and supporting documentation evidencing such self-management, in accordance with Annex X hereto.

Article 7 – Term – Termination – Dissolution of Agreement

7.1. The term of this Agreement is one year, and begins on the date of its signing on **XXXXXX** and ends on the respective date of the year **XXXX**. As expressly agreed by the parties, this Agreement shall be automatically renewed upon its expiration, unless 60 days prior to its expiration there is a written notice communicated by one of the contracting parties to the other party stating that it does not wish to renew the Agreement.

7.2. This Agreement may be terminated by the PRO only for good cause, such as a violation of the provisions of Regulation (EU) 2023/1542, Law 4819/2021, JMD 41624/2057/E103, JMD 13588/725/28-3-2006, and any other relevant provisions regulating the alternative management of used accumulators, whether in force at the time of signing or entering into force during the term of this Agreement, as well as any breach of a term of this Agreement. A prerequisite for termination is for a written notice to be sent to the Importer, calling upon them to remedy the unlawful or contractual breach within thirty (30) days, and failure of the Importer to comply within that period.

In particular, in the case of termination by the PRO due to non-payment of the financial contribution due by the Importer, within the agreed deadlines, a written notice shall be sent to the Importer, calling upon them to pay all outstanding financial contributions within sixty (60) days, and failure of the Importer to comply within that period. This Agreement may be terminated by the Importer for any reason whatsoever. The Agreement shall be terminated with the communication of a relevant written notice by the Importer to the PRO, whose effects shall commence from the end of the current quarter (as specified in Article 2(2.4) of this Agreement) and shall be subject to the condition that all outstanding financial contributions have been paid in full.

7.3. This Agreement shall be terminated automatically, ipso jure and without liability to either party, in the event that: (a) the operating license of the PRO is revoked, albeit temporarily, by the HRA; (b) any of the licenses that the Importer / Producer is required to have for their lawful operation, under the applicable legislation, is revoked or not renewed upon expiration; (c) the Importer/Producer, for any reason whatsoever, loses this particular status; and (d) if any of the contracting parties is placed under receivership or liquidation, is declared bankrupt, enters into a settlement with its creditors, or is placed under any similar regime, effective from the date of publication of the decision by the competent Authority.

7.4. It is expressly agreed that, in the event of termination of this Agreement for any of the above-mentioned reasons, any issued Letter of Guarantee (LoG) shall not be revoked nor shall its validity or enforceability be affected; the right to amend or adjust it shall however cease.

Article 8 – Governing Law – Dispute Resolution

8.1. This Agreement and its attached Annexes I– IX and tables (forms/templates) constitute a single and integral whole and are governed by Greek law. In the event that any provision of this Agreement or an amendment thereto is declared invalid in whole or in part, the validity of the remaining provisions and of the Agreement as a whole shall not be affected, and such provisions shall remain in force.

8.2. The Courts of Athens shall have jurisdiction to resolve any dispute that may arise from this Agreement.

Article 9 – Final Provisions

9.1. Both parties expressly agree to the written form as a condition for the validity of this Agreement. Therefore, any amendment, waiver or addition to this Agreement is valid and binding only if made in writing and signed by the legal representatives of the contracting parties, to the exclusion of any other means of proof.

9.2. Any amendment or addition to the contractual terms herein that is or will be mandated by the applicable law or the supervisory authority (HRA), shall be incorporated into this Agreement and signed within thirty (30) days by both parties.

9.3. Any delay in the enforcement or fulfillment of any term of this Agreement, or in the exercise of any right or claim arising from the latter, shall not constitute and shall in no way be construed as a waiver or weakening of such right, however long-lasting or repeated it may be, nor shall it be deemed to impair such right in any way or prevent the exercise of the respective right and the contracting party's claim for immediate and full compliance of the other party with the terms of this Agreement at any time in the future.

9.4. Any notice, notification, communication or announcement, of any nature, under this Agreement, shall be deemed to have been received by the receiving party, provided that it is sent to the address indicated at the beginning of this Agreement or to an address provided by the receiving party to the sender. It shall also be deemed to have been received and the contracting party shall be deemed to have taken cognizance of it as of the date indicated on the delivery receipt for the registered letter or service report, and if that date is not a business day, then as of the next business day.

9.5. It is expressly agreed that this Agreement creates rights and obligations solely between the contracting parties.

9.6. All terms of this Agreement are deemed essential. The invalidity of any one of them shall not render the other terms invalid. Any amendment to one or more of these terms shall be proven only in writing.

9.7. This Agreement constitutes the complete, exclusive and final agreement between the Parties with respect to its subject matter and supersedes, replaces, cancels and prevails over any prior written or oral agreements, understandings, negotiations or arrangements between them relating thereto *(if there is a previous active agreement: including, without limitation, the agreement dated .../.../... entered into between the Parties concerning the same subject matter)*. Upon execution of this Agreement, any prior agreement between the Parties relating to the same subject matter shall automatically cease to have effect, and this Agreement shall constitute the sole valid and binding agreement in force between the Parties with respect thereto.

In witness whereof, this Agreement has been executed in two (2) copies and is signed as follows.

THE CONTRACTING PARTIES

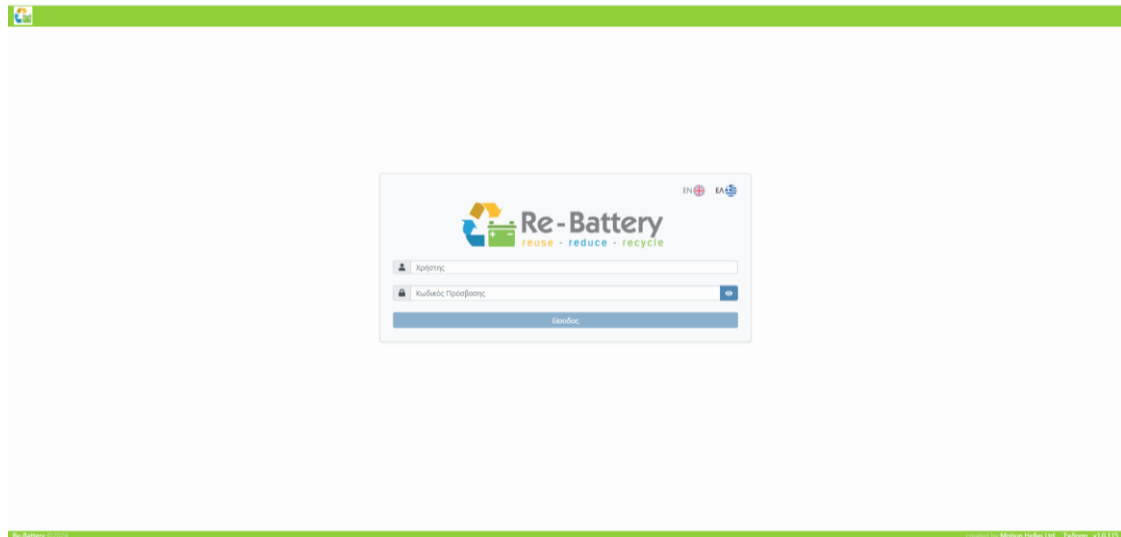
For the PRO

For the Importer

ANNEX I

The Financial Contribution shall be paid electronically through a dedicated application available at the following link: <https://rebatteryapp.com>

When logging into the Re-Battery App, the following screen shall appear:



Upon the user's first login to the Re-Battery App, please use the username provided by the PRO as both the username **and** password. Next, you shall be asked to create a new login password.

Table of Financial Contributions

draft

ANNEX II**Re-Battery S.A. MARK****NATIONAL PRODUCERS' REGISTRY - CERTIFICATE OF REGISTRATION**

(Only attached to Agreements with new liable members)

ANNEX III**Li-Ion Battery Condition Assessment Form // BESS**

draft

ANNEX IV**Li-Ion Battery condition Assessment Form // Ev**

draft

ANNEX V**Individual Declaration of Li-Ion Waste Battery Condition // Industrial, SLI & RESS**

draft

ANNEX VI**Li-Ion Battery condition Assessment Form (LMT)**

draft

ANNEX VII**Template for Letter of Guarantee issued by the CDLF or a credit institution**

draft

ANNEX VIII

Declaration of potential ev, SLI, industrial and RESS waste battery collection points.

draft

ANNEX IX

Declaration of potential LMT battery collection points.

draft

Annex X**The self-management certificates**

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