

THIS AGREEMENT REGARDING NON PORTABLE BATTERIES (the "**Agreement**")

is made between:

- (1) (the "**Connected Company**"), and
- (2) El-Kretsen i Sverige AB, Reg. no. 556552-7487, ("**El-Kretsen**")

1. BACKGROUND

- 1.1 According to the ordinance (2008:834) on producer responsibility for batteries (the "**Ordinance**"), a producer who (by professional transfer or otherwise professionally provides a battery) for the first time places a battery at the Swedish market, has an obligation to take care of the battery when it becomes waste. The producer shall fulfil his obligation to take care of the battery by making sure that there are one or more appropriate collection systems for batteries, and make sure that the batteries supplied to such collection systems are transported away, pre-treated, re-used, recycled or in other ways taken care of in a way that is environmentally acceptable. The producer also has other obligations under the Ordinance.
- 1.2 El-Kretsen which is a non-profitmaking business organizing a nationwide system for collection, pre-treatment and recycling of, inter alia, electrical equipment and batteries. El-Kretsen's collection systems are compliant with the requirements following the Ordinance.
- 1.3 The parties wish to enter into this Agreement regarding El-Kretsen's provision of the services set forth in this Agreement, on the terms and conditions below.
- 1.4 The Agreement covers only industrial batteries (Sw. *Industribatterier*) and car batteries (Sw. *Bilbatterier*), both as defined in the Ordinance, which does not contain lead ("**Batteries**").

2. EL-KRETSEN'S COMMITMENTS

2.1 Information services

- 2.1.1 El-Kretsen undertakes to provide advice and information to the Connected Company in, amongst others, issues relating to the Connected Company's obligations related to Batteries according to the Ordinance.

2.2 Identification services

- 2.2.1 El-Kretsen undertakes to assist the Connected Company with assessing whether a depleted Battery, reported to El-Kretsen by the Connected Company or the Connected Company's designated agent, is covered by the Connected Company's responsibility under the Ordinance. El-Kretsen will base its advice on the information provided to El-Kretsen by the Connected Company regarding the Connected Company's Batteries in conjunction with the conclusion of this Agreement or during the term of the Agreement, and information

provided to El-Kretsen in conjunction with the reporting of the Battery, as well as other information provided to El-Kretsen upon request.

2.3 Submission of offer relating to transportation and recycling services

2.3.1 If a reported Battery is covered by the Connected Company's responsibility under the Ordinance, El-Kretsen undertakes to submit an offer to the Connected Company of the costs for the Connected Company to engage El-Kretsen to take care of the Battery. The extent of El-Kretsen's commitment is stated in El-Kretsen's offer and may include transportation, pre-treatment, recycling etc. in a way that is environmentally acceptable and in accordance with the rules and goals of the Ordinance and other applicable regulations.

2.3.2 If the Connected Company accepts the offer, El-Kretsen undertakes to perform the services agreed between the parties. Unless otherwise specifically agreed between the parties in an order, this Agreement and El Kretsen's "General terms and conditions for recycling of batteries", as applicable from time to time, shall apply on the performance of El-Kretsen's services. In case of a conflict between this Agreement, El-Kretsen's general Terms and Conditions and an order, the order of preference shall be as follows:

1. The order
2. This Agreement
3. El-Kretsen's General Terms and Conditions
4. Appendices to this Agreement

2.4 Appointment of agents

2.4.1 The Connected Company may, in connection with the conclusion of this Agreement or at any time during the Term of the Agreement, appoint one or more agents with the authority to sign for and on behalf of the Connected Company and to accept El-Kretsen's offers regarding transport and/or recycling services. Such agent shall be authorized to (i) report a depleted Battery and provide the information required for El-Kretsen to provide advice on whether a reported Battery is covered by the Connected Company's responsibility under the Ordinance and on applicable security classification of a depleted Battery, (ii) provide other information that El-Kretsen requests in order to submit an offer, and (iii) accept an offer regarding transport and/or recycling services on behalf of the Connected Company. The Connected Company is obliged to immediately notify El-Kretsen if a representative notified to El-Kretsen no longer has the right to sign for and on behalf of the Connected Company. As long as El-Kretsen has not received such message, the agent is authorized to take the above-mentioned measures on behalf of the Connected Company.

2.5 Reporting services

2.5.1 El-Kretsen undertakes to report, no later than 31 March each year, to the Swedish Environmental Protection Agency (Sw. *Naturvårdsverket*), the quantities of the Connected Company's Batteries collected, recycled or disposed of or exported from Sweden for recycling or disposal through El-Kretsen's collection system under this Agreement.

2.6 Reporting services (without purchasing transportation and/or recycling services)

- 2.6.1 El-Kretsen undertakes, upon a written request from the Connected Company received by El-Kretsen no later than 1 March the applicable year, to assist the Connected Company in connection with the provision of other information than covered by Section 2.5 above (i.e. other mandatory information than the quantities of the Connected Company's Batteries collected, recycled or disposed of or exported from Sweden for recycling or disposal through El-Kretsen's collection system under this Agreement) to the Swedish Environmental Protection Agency in accordance with Section 21 of the Ordinance.
- 2.6.2 El-Kretsen's undertaking in this regard includes the compilation of the information that the Connected Company has provided to El-Kretsen and – as soon as the Connected Company has made the required supplements and approved the information – report the information to the Swedish Environmental Protection Agency in accordance with the provisions of the Ordinance.
- 2.6.3 The Connected Company is responsible for providing El-Kretsen with all information that shall be reported to the Swedish Environmental Protection Agency under Section 21 of the Ordinance and for ensuring that the information provided to El-Kretsen is complete and correct.
- 2.6.4 El-Kretsen does not accept any responsibility as regards the correctness of the information provided.
- 2.6.5 For the avoidance of doubts, the Connected Company's obligations set forth in Section 3.1.1, 3.2 and 3.4 below shall apply also in the situation where the Connected Company only purchases the services set forth in Section 2.6.
- 2.6.6 The fee for the services set forth in Section 2.6 is included in the Connection Fee and the yearly fee set forth in Section 4.1-4.2 below, unless otherwise is agreed between the parties.

3. CONNECTED COMPANY'S OBLIGATIONS

3.1 Provision of information regarding the Batteries

- 3.1.1 The Connected Company shall provide El-Kretsen with complete and accurate information about the Batteries covered by the Connected Company's responsibility under the Ordinance, to the extent El-Kretsen requests such information and the information is relevant to El-Kretsen's fulfilment of its obligations under this Agreement and to avoid human and environmental health threats.
- 3.1.2 The information submitted in accordance with Section 3.1.1 above will, inter alia, be used by El-Kretsen when providing advice in relation to (i) identification of whether a depleted Battery, that the Connected Company wishes to deliver to El-Kretsen for disposal under this Agreement, is covered by the Connected Company's responsibility under the Ordinance and (ii) security classification for transportation based on the applicable regulations and guidelines issued by the Swedish Civil Contingencies Agency called ADR and ADR-s (hereinafter called "ADR").

3.1.3 It shall be noted that the advice provided by El-Kretsen under Section 3.1.2 above is only of advisory character and that the Connected Company shall take, and thus be responsible for, the decision on whether the reported Battery is covered by the Connected Company's responsibility under the Ordinance or not and what security classification for transportation of the Battery according to applicable legislation and ADR provision applies.

3.2 Provision of technical information

The Connected Company shall also provide technical information about the Batteries covered by the Connected Company's responsibility under the Ordinance to the extent necessary for recycling of the Battery in accordance with the Ordinance.

3.3 Information provided by agents

The Connected Company is also obliged to ensure that the agents appointed by the Connected Company provide complete and accurate information to El-Kretsen when reporting a depleted Battery to El-Kretsen for identification and security classification

3.4 Obligation to correct incorrect information

The Connected Company is responsible for that the information provided to El-Kretsen regarding the Connected Company's Batteries according to the above are complete and accurate. The Connected Company shall immediately correct any incorrect information provided to El-Kretsen.

4. FEES

4.1 At the conclusion of this Agreement, the Connected Company shall pay a connection fee to El-Kretsen in accordance with El-Kretsen's price list for Batteries, as applicable from time to time, ("the **Connection Fee**")

4.2 In addition, the Connected Company shall pay a yearly fee to El-Kretsen in accordance with El-Kretsen's price list for Batteries, as applicable from time to time.

4.3 For Batteries that El-Kretsen takes care of in accordance with a specific order, the Connected Company shall pay the fee agreed upon between the parties in such order.

4.4 El-Kretsen's price list for Batteries is available at El-Kretsen's website.

4.5 All fees specified above shall be paid by the Connected Company by invoice with a due date 30 days after the invoice date.

4.6 If payment of the invoice is not made on due time, El-Kretsen shall be entitled to charge a fee for written reminders. Upon debt collection, collection expenses will be charged in accordance with law.

4.7 Interest on late payments will be charged in accordance with to the Interest Act (Sw. *räntelagen (1975:635)*)

5. AMENDMENT OF FEE

Amendment of the fees shall be made by entering the adjustment in El-Kretsen's price list for Batteries, as applicable from time to time. Increase of the fee enters into force no earlier than two (2) months after the Connected Company has been notified thereof.

6. CONFIDENTIALITY

6.1 The Parties undertake not to, whether during the term of the Agreement or after its termination (unless required for the party's performance of its obligations under this Agreement or by law) to use, or for any other person, corporation or entity disclose information relating to the other party or its affiliates as a party submitted to the other party under this Agreement or otherwise emerged during the audit or in contacts between the parties, that the party can reasonably be expected to want to keep confidential.

6.2 Confidential information referred to in this Agreement, includes all information concerning the other party that is of technical, commercial, financial or other nature.

6.3 However, El-Kretsen shall be free to disclose information about the Connected Company's Batteries to the Connected Company's agent to the extent necessary to identify and classify a depleted battery reported to El-Kretsen.

6.4 In addition, the parties shall always have the right to provide information to third parties that this Agreement is in force and the grounds for termination of the Agreement.

7. LIMITATION OF LIABILITY

El-Kretsen's liabilities under this Agreement is limited to direct damages that may have been caused in the operations covered by this Agreement, and El-Kretsen shall not in any case be required to pay compensation to the Connected Company for loss of production, loss of profit or other indirect damage or loss. El Kretsen's liability shall in all circumstances be limited to an amount equal to the order value of the applicable order.

8. INDEMNIFICATION

The Connected Company shall indemnify El-Kretsen against all claims, cost, expenses, loss or damage which directly or indirectly results in the ordinary course of events which El-Kretsen may suffer howsoever, arising from the Connected Company's breach of any of its obligations under this Agreement.

9. SUBCONTRACTORS

El-Kretsen shall be entitled to use subcontractors for the performance of the services listed in Section 2 above. El-Kretsen is liable for the subcontractors work in the same way as for its own work.

10. USE OF EL-KRETSEN'S TRADEMARK

The Connected Company is only entitled to use El-Kretsen's trademark in accordance with El-Kretsen's at any given point in time applicable rules. Upon termination of this Agreement the Connected Company undertakes to, in accordance with El-Kretsen's instructions, return or destroy all such materials containing El-Kretsen's trademark.

11. TERM AND TERMINATION

This Agreement shall enter into force on the date set forth in the recitals of this Agreement takes effect, and is valid until further notice. The Agreement may be terminated by either party to expire at the end of the calendar year which falls one year from notice. Each Party is entitled to terminate this Agreement with immediate effect, if the other Party commits a breach of this Agreement which is not of minor significance.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by Swedish law.

Disputes arising from the interpretation and application of this Agreement shall be settled by the District Court of Stockholm as the first instance.

13. AMENDMENT OF TERMS

El-Kretsen has the right to make limited amendments and supplements to this Agreement that are caused by amendments and supplements to the Ordinance or other legislation. Such amendments or supplements shall be notified to Connected Company no later than one (1) month before the amendment or supplement enters into force.

EL-KRETSEN'S GENERAL TERMS AND CONDITIONS FOR TRANSPORT AND RECYCLING OF BATTERIES

BACKGROUND

These general terms and conditions apply to El-Kretsen i Sverige AB's ("**El-Kretsen**") provision of services, which El-Kretsen has undertaken to perform for the Connected Company (as defined in the agreement regarding non portable batteries entered into between El-Kretsen and the Connected Company), under a specific order relating to the agreement regarding non-portable batteries, (the "**Agreement**"). The Agreement covers only industrial batteries (Sw. *Industribatterier*) and car batteries (Sw. *Bilbatterier*), both as defined in the ordinance (2008:834) on producer responsibility for batteries (the "**Ordinance**"), which does not contain lead, ("**Batteries**").

These general terms and conditions apply from the date the producer signs the agreement.

THE SERVICES

Unless otherwise agreed between the parties in a specific order, El-Kretsen offers the following services (the "**Services**").

Transportation; El-Kretsen undertakes to pick up a depleted Battery at the location in Sweden where the Battery is located and transport the Battery to an assigned pre-treatment facility. The transport of the Battery shall be carried out in accordance with applicable rules and regulations.

Provision of transport vessels; El-Kretsen undertakes to provide transport vessels that meet the legal requirements for the transport of the applicable Battery, with regard to the condition of the Battery.

Pre-treatment; El-Kretsen undertakes to ensure that pre-treatment of the Battery is performed in accordance with the requirements of the Ordinance regarding safety, dismantling and recycling.

Disposal of hazardous waste; El-Kretsen undertakes to dispose hazardous waste and to ensure that the disposal of hazardous waste is performed in accordance with the Ordinance.

Recycling; El-Kretsen undertakes to ensure that the delivered Battery is sorted, stored and recycled in a manner that is in accordance with the requirements in the Ordinance.

CONNECTED COMPANY'S OBLIGATIONS

Security classification

The Connected Company shall classify all the Batteries supplied to El-Kretsen for disposal under this Agreement in accordance with regulations and guidelines issued by the Swedish Civil Contingencies Agency called ADR and ADR-s (hereinafter called "**ADR**"), and otherwise in accordance with El-Kretsen's instructions. If the security classification is uncertain or incomplete, El-Kretsen has the right to handle the battery in accordance with the highest security level imposed by ADR's security classification. In such case, El-Kretsen shall be entitled to compensation for the extra work and increased costs involved.

Transport vessel

In the event the Connected Company's transport vessels shall be used for the transport of the depleted Battery, the Connected Company warrants that the transport vessel is approved for the transport of applicable Battery according to applicable laws and ordinances. In the event such approval is missing, or the transport vessel for any other reason does not meet the applicable

requirements, El-Kretsen has a right to replace the transport vessel to another vessel that meets the applicable requirements. In such cases, El-Kretsen is entitled to compensation for the extra work and increased costs involved.

In cases where El-Kretsen's transport vessels are used for transportation of the Battery, the Connected Company is obliged to ensure that El-Kretsen's transport vessels are treated with due care and caution so that the transport vessel is not damaged. In the event the transport vessel is damaged due to an event of which the Connected Company is responsible, the Connected Company shall compensate El-Kretsen for all costs that El-Kretsen incurs as a result of the damage to the transport vessel. The Connected Company shall have the responsibilities assigned to the sender (Sw. *Avsändare*) under Section 1.4.2.1 in the ADR-s provisions.

El-Kretsen shall be entitled to refuse to transport and/or recycle a Battery if the information from the Connected Company or its agents regarding the Battery is incorrect or if the security classification is wrong. In such case, El-Kretsen shall be entitled to compensation for the work performed and the costs involved.

Indemnification

The Connected Company shall indemnify El-Kretsen against all claims, cost, expenses, loss or damage which directly or indirectly results in the ordinary course of events which El-Kretsen may suffer howsoever arising from the Connected Company's breach of any of its obligations under this agreement.

Payment

Connected Company shall pay the compensation for El-Kretsen's services that the parties have agreed upon in the applicable order. El-Kretsen shall invoice its services to the Connected Company. Due date of the invoice shall be 30 days after the date of the invoice. If payment of the invoice is not made on due time, El-Kretsen shall be entitled to charge a fee for written reminders. Upon debt collection, collection expenses will be charged in accordance with law. Interest on late payments will be charged in accordance with to the Interest Act (Sw. *räntelagen (1975:635)*).

SUBCONTRACTORS

El-Kretsen shall be entitled to use subcontractors for the performance of the services. El-Kretsen is liable for the subcontractors work in the same way as for its own work.

RIGHT OF OWNERSHIP TO RECYCLED BATTERIES

The right of ownership to the Batteries taken care of by El-Kretsen under this Agreement shall transfer to El-Kretsen's sub-contractor for recycling services, at the time when the Battery has reached the recycling facility and the Battery has been checked by El-Kretsen's sub-contractor for recycling services to be in accordance with the specification set forth in the relevant order.

USE OF EL-KRETSEN'S TRADEMARK

The Connected Company is only entitled to use El-Kretsen's trademark in accordance with El-Kretsen's at any given point in time applicable rules. Upon termination of this Agreement the Connected Company undertakes to, in accordance with El-Kretsen's instructions, return or destroy all such materials containing El-Kretsen's trademark.

LIMITATION OF LIABILITY

El-Kretsen's liabilities under this Agreement is limited to direct damages that may have been caused in the operations covered by this Agreement, and El-Kretsen shall not in any case be required to pay compensation to the Connected Company for loss of production, loss of profit or other indirect damage or loss. El Kretsen's liability shall in all circumstances be limited to an amount equal to the contract value for the current assignment.

FORCE MAJEURE

El-Kretsen is exempted from penalty for failure to perform its obligations under the Agreement if the failure is due to an event listed below, and the circumstance is beyond the control of El-Kretsen and prevents, significantly obstructs or delays the performance of El-Kretsen's obligations under a specific order ("**Event of Force Majeure**"). As soon as the obstacle ceases, the obligation shall be fulfilled as agreed.

Event of Force Majeure means, inter alia, action or omission of government, new or amended legislation, industrial disputes, blockades, fire, flooding, lack of raw materials, shortage of transport, goods or energy or accident of significant size.

El-Kretsen shall without delay notify the Connected Company if an Event of Force Majeure occurs.

Notwithstanding what is stipulated above regarding exemption from penalty, a party may terminate this Agreement with immediate effect if the performance of a certain obligation is delayed more than one (1) month.

CONFIDENTIALITY

The Parties undertake not to, whether during the term of the Agreement or after its termination, (unless required for the party's performance of its obligations under the Agreement or by law) to use, or for any other person, corporation or entity disclose information relating to the other party or its affiliates as a party submitted to the other party under this Agreement or otherwise emerged in connection with El-Kretsen's performance of the services, and that a party can reasonably be expected to want to keep confidential.

Confidential information referred to in this Agreement, includes all information concerning the other party that is of technical, commercial, financial or other nature.

However, El-Kretsen shall be free to disclose information about the Connected Company's Batteries to the Connected Company's agent to the extent necessary to assist with the identification and security classification of depleted Batteries reported to El-Kretsen.

In addition, the parties shall always have the right to inform third parties of the Agreement being valid and the grounds for termination of the Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by Swedish law.

Disputes arising from the interpretation and application of this Agreement shall be settled by the District Court of Stockholm as the first instance.