

COOPERATION AGREEMENT OF THE OBLIGATED PRODUCER

This Cooperation Agreement is entered into today,, between the following parties, hereinafter referred to herein as the "Parties":

- 1) The company under the name "**ALTERNATIVE MANAGEMENT OF WASTE LUBRICANT OILS SINGLE-MEMBER SOCIETE ANONYME**" and the distinctive title "**ENDIALE S.A.**", having its registered office in Aspropyrgos, Attica, 67 Demokratias Avenue, P.C. 193 00, with Tax Identification Number (TIN) 094527227, under the jurisdiction of the Athens Tax Office (KEFODE ATTIKIS), General Commercial Registry (GEMi) No.:002992401000, lawfully represented for the signing of this Agreement by Mr., hereinafter referred to as "ENDIALE".

and

- 2) The company under the name "....." and the distinctive title ".....", having its registered office at, Street, P.C., TIN, Tax Office, lawfully represented by Mr., hereinafter referred to as the "Producer"

The following were mutually **agreed** upon and accepted:

- I. Pursuant to Article 11 of Law 4819/23.07.2021 (Government Gazette A' 129) entitled "Integrated framework for waste management - Transposition of Directives 2018/851 and 2018/852 of the European Parliament and of the Council of 30 May 2018 amending Directive 2008/98/EC on waste and Directive 94/62/EC", which replaced Law 2939/2001, and Presidential Decree 82 (Government Gazette A' 64/2-3-2004) "Measures and conditions for the alternative management of waste lubricant oils" (hereinafter also referred to as "WLOs"), producers and/or importers of mineral oils, as well as those placing mineral oils on the market for use by the end user or consumer, are obligated to either organize individual systems or participate in collective systems for the alternative management of such mineral oils. Participation in approved collective systems entails, under Presidential Decree 82, paragraph B, subparagraph (b), item 2 of Article 6, exemption of the managers from fulfilling their obligations.
- II. ENDIALE has organized and operates a collective system for the alternative management of waste, and for this purpose, it obtained approval pursuant to the decision of the Minister of the Environment, Physical Planning and Public Works (YPEHODE) No. 105135/10-6-2004, published in Government Gazette No. 905B/17-6-2004.
The aforementioned approval was renewed in accordance with Decision No. 195.11/26.07.2022 of the Meeting of the Board of Directors of the Hellenic Recycling Agency (EDAN), which was published on the "Diavgeia" transparency platform, under ADA (Unique Internet Uploading Number): P95H46IJ.18OZ-NX5.

Article 1 - Subject matter of Agreement

- 1.1 The Producer participates in ENDIALE's Collective Alternative Management System (CAMS) in order to fulfill its obligations as defined under the legislation on Alternative Management (Law 4819/2021, Presidential Decree 82/2004), and is required to pay a financial contribution for the fulfillment of these obligations by ENDIALE (Law 4819/2021, Article 9 and Presidential Decree 82: Article 6, Chapter B, paragraph 2, point b, case i), in accordance with the law.
- 1.2 ENDIALE undertakes to fully cover, on behalf of the Producer, the obligations arising from the legislation on Alternative Management (Law 4819/2021, Presidential Decree 82/2004) for the entire duration of the System's validity and the Producer's participation therein, provided that the Producer fulfills its obligations.

Article 2 - Geographical area

This Agreement applies to the entire territory of the Hellenic Republic (hereinafter referred to as the "Territory").

Article 3 - Scope of application

This Agreement concerns the alternative management of Waste Lubricant Oils (WLOs), namely the organization of the collection, temporary storage, transportation, and processing of WLOs, and, where such processing is not feasible, their disposal in accordance with the applicable legislation. By this Agreement, the Producer assigns to ENDIALE the lawful alternative management of the WLOs in accordance with the applicable legislation.

Article 4 - Financial Contributions

- 4.1. In order for ENDIALE to be able to fulfill its obligations as set out above, the Producer must pay a financial contribution to ENDIALE, as detailed in Annex A of this Agreement, based on the exact quantity (in kilograms) of lubricants that the Producer has declared to ENDIALE as having been placed on the Greek market for consumption.

The declared quantity of lubricants is provided as a total amount, without analysis by category or type of lubricant, nor by geographical area or customer to whom the products have been supplied, etc.

This information is considered confidential and may not be used for any purpose other than determining the Producer's financial contribution and assessing the achievement of the target with respect to the Producer's obligations under Law 4819/2021, subject to Article 9(2)(e) of Law 4819/2021 and the provisions of Law 3422/2005 regarding the right of access to environmental information.

4.2. ENDIALE reserves the right, in order to be able to respond to any new legal, administrative, financial, technical and/or ecological conditions within the framework of the System and with the aim of fulfilling the objectives of the CAMS, to adjust the financial contribution paid by the Obligated Parties, subject to the approval of the Hellenic Recycling Agency (EOAN) or another competent authority. In any such case, the Producer shall be notified in writing of ENDIALE's intention to adjust the Contribution at least three (3) calendar months prior to the effective date of the new contribution. Should the Producer disagree with the amount of the new Contribution, it is agreed that the Producer retains the right to withdraw from this Agreement without penalty, following a period of two (2) calendar months from the date on which the increased Contribution would have entered into force, so as to allow sufficient time to take the necessary steps to fulfill its obligations under the law with regard to the collection of Waste Lubricant Oils. During this period, ENDIALE shall continue to meet the needs of the Producer in accordance with the previously agreed Contribution.

Article 5 - Audit Procedures and Right to Access Data

5.1 The Producer acknowledges that public authorities retain the right, through their competent bodies, to conduct audits of the Producer's accounting or other records in order to verify the Producer's actual obligations regarding the collection of Waste Lubricant Oils. To facilitate such audits, the Producer is required to maintain diligent and up-to-date accounting records concerning the quantities of lubricants made available for consumption within the Territory.

Article 6 -Obligations of ENDIALE

6.1 ENDIALE shall have the following obligations throughout the duration of this Agreement:

- 6.1.1 To possess, either directly or through third parties of its choosing, the required logistical infrastructure and expertise for the organization and operation of the System in accordance with the conditions and criteria set forth by law.
- 6.1.2 To be equipped with all necessary legal approvals, licenses, and certifications required by law for the organization of a collective system for the alternative management of W.L.O.s.
- 6.1.3 To comply with all its legal obligations, particularly regarding the submission to the Hellenic Recycling Agency (EOAN) or other competent authority of the annual planning report for the following year, in such a way that enables the Producer to fulfill its obligations arising under Law 4819/2021 and Article 4 of Presidential Decree 82/2004.

6.1.4 It is expressly agreed that all information relating to the Producer, its activity planning, and any other data provided by the Producer within the framework of this Agreement and the implementation of the System shall be considered strictly confidential and shall not be disclosed to third parties, subject to Article 9(2)(e) of Law 4819/2021 and the provisions of Law 3422/2005 regarding the right of access to environmental information.

By way of exception, ENDIALE shall be entitled, without the prior consent of the Producer, to disclose to the competent authorities of the Greek State any data and information required from time to time by the applicable legislation.

Additionally, and by way of exception, and under the limitations and conditions of Law 2472/1997 "On the Protection of Individuals with regard to the Processing of Personal Data," the use of such data for statistical purposes in furtherance of the objectives of the System is permitted, provided that written consent has been obtained from the Producer.

6.1.5 The name and distinctive title of the Producer shall not be used in any manner by ENDIALE.

An exception is made for the list posted on the CAMS website, which refers to the Producers participating in the CAMS for the purpose of informing the public, as well as for any printed materials referring to the System and its Operators.

6.2 The CAMS is obligated, under Article 12(15) of Law 4819/2021, to carry out audits through certified public accountants of its choosing, who shall audit and certify the accuracy of the Producers' declarations.

6.3 ENDIALE bears no liability to compensate the Producer in the event that the legally required operating license of the System is revoked or otherwise ceases to be valid, either temporarily or permanently, for reasons not attributable to ENDIALE.

6.4 As provided in Ministerial Decision No. 181504/2016 concerning the National Registry of Producers of Packaging and Other Products (N.R.P.) of the Hellenic Recycling Agency (EOAN), ENDIALE is obliged, within the time limits prescribed, to inform the N.R.P., firstly, of the existence of an active agreement between ENDIALE and the Obligated Party, and secondly, of whether there is any discrepancy between the quantities of lubricant oils declared by the Producer to the N.R.P. and to ENDIALE.

It is clarified that an "active agreement" refers to an agreement under which all terms are being duly observed, particularly those regarding the timely submission of the semi-annual declarations to ENDIALE and the corresponding timely payment of the applicable contributions.

Article 7 - Obligations of the Producer.

7.1 The Producer is obligated to notify ENDIALE, within one month, of the aggregate quantities of lubricant oils (in kilograms) that were placed on the Greek market for consumption during the previous half-year period (i.e., in July for the first half of the year and in January for the second half of the previous year), as described in Annex A of this Agreement.

The Declaration shall also include the brand name(s) of the lubricant oils that the Producer places on the market.

Payment of the invoiced contribution shall be made within thirty (30) calendar days from the issuance date of the relevant invoice.

7.2 In any case, failure or inability of the Producer to timely pay its contributions shall result in the automatic imposition of default interest. The Producer shall be considered in default as of the due date for the payment of the owed contributions, without the need for a prior notice from ENDIALE.

7.3 To comply with all obligations imposed by law. In the event of amendments to Greek or European legislation regarding the alternative management of W.L.O.s, the most recent provisions shall prevail without requiring a new agreement between the two parties.

7.4 To be registered in the National Registry of Producers of Packaging and Other Products (N.R.P.) of EOAN and to fulfill all related obligations set out in Ministerial Decision No. 181504/2016, particularly the timely submission of the annual report concerning the quantities of lubricant oils that the Producer placed on the market during the previous year.

In this context, the Producer has informed ENDIALE that it is registered in the N.R.P. and has been assigned registration number

7.5 It is expressly agreed that all information concerning the System and its operation, the action planning of ENDIALE, and any other information exchanged within the framework of this Agreement and the implementation of the System shall be considered strictly confidential and shall not be disclosed to third parties, subject to Article 9(2)(e) of Law 4819/2021 and the provisions of Law 3422/2005 regarding the right of access to environmental information.

7.6 In accordance with Article 12(15) of Law 4819/2021:

"CAMS entities are obliged to verify whether the producers contracted with them comply with the terms of their participation agreements in the CAMS. For this purpose, they shall take all necessary measures to ensure compliance with the terms of the agreement, particularly those concerning the declared quantities and the timely payment of contributions."

The contracting parties are obliged to provide all relevant information, such as warehouse balances and quantities of products sold, certified by a certified public accountant." Producers accept the audit rights of the CAMS entity and EOAN.

Based on the above:

Producers subject by law to audits by certified public accountants are required, upon completion of the annual audit, to submit to the CAMS a certificate signed by the certified public accountant confirming the quantities of Lubricant Oils declared to the CAMS for the year.

Producers not subject to audits by certified public accountants shall be subject to random audits by certified public accountants appointed by the CAMS in order to verify the declared quantities of lubricant oils placed on the market.

Article 8 - Duration

- 8.1 The duration of this Agreement is set at three (3) years, commencing from the date of its signing.
- 8.2 Upon the expiration of the above period, the duration of the Agreement shall be automatically extended for successive one-year periods, unless either Party notifies the other Party in writing, at least two (2) months prior to the expiration of either the initial term or any successive period, that it does not wish to renew this Agreement.

Article 9 - Termination / Dissolution of the Agreement

- 9.1 This Agreement shall be automatically and lawfully terminated, without compensation and without fault on the part of ENDIALE, in the event that ENDIALE permanently loses the approval of the collective alternative management system, subject to the provisions of Article 6.3.
- 9.2 Regardless of any other grounds for termination of the Agreement as provided below, ENDIALE may unilaterally terminate this Agreement, without compensation and without following any judicial or extrajudicial procedure, in the event that the Producer is placed under compulsory administration, liquidation, or is declared bankrupt.
- 9.3 In the event that either Party identifies a breach of a material term of this Agreement by the other Party, it shall notify the breaching Party in writing, granting a period of fifteen (15) calendar days to remedy the non-compliant conduct.

After the above deadline has passed without remedy, the non-breaching party shall have the right to terminate this Agreement without compensation and to seek from the breaching party compensation for any damages resulting from such breach. In particular, with regard to the payment by the Producer of the due contributions, ENDIALE shall be entitled to terminate this Agreement if the Producer's default exceeds sixty (60) calendar days.

- 9.4 A violation of the applicable legislation in force at any time concerning the alternative management of W.L.O.s and environmental protection.
- 9.5 In the event of termination of this Agreement, an immediate financial settlement shall take place between the contracting parties.

Article 10 - General Terms and Conditions

- 10.1 This Agreement constitutes the entire agreement between the Parties and prevails over any other prior written or oral agreement between the Parties existing up to the date of its signing. All terms herein are deemed essential and may only be amended by a subsequent written agreement between the Parties. If any provision of this Agreement is deemed invalid, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- 10.2 The Producer may not assign this Agreement to a third party without the prior written consent of ENDIALE. Similarly, ENDIALE may not assign this Agreement to a third party without the prior written consent of the Producer. Excluded from assignment are claims for financial contributions, which - being intended to serve the public interest-must remain non-transferable to the CAMS entity so that oversight by the Supervisory Authority regarding their legally mandated allocation to the cost of alternative management operations remains possible.
- 10.3 All notifications, requests, etc., between the Parties shall be made in writing and sent to the addresses specified at the beginning of this Agreement. Any change of address shall be communicated to the other Party in writing.
- 10.4** This Agreement shall be governed by Greek law. The Courts of Athens shall have jurisdiction over the resolution of any dispute that may arise from this Agreement.
- 10.S The failure of either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights or of the right to exercise them in the future.

10.6 By signing this Agreement, the Parties expressly agree to the termination and annulment of any prior Cooperation Agreement with the same subject matter.

This Agreement has been drafted in two (2) original copies, one (1) of which shall be retained by each Party, and is signed as follows. This Agreement shall be submitted, under the responsibility of ENDIALE, to the Hellenic Recycling Agency (EOAN) or another competent public authority and is signed as follows:

The parties

For
ENDIALE S.A.

For the Producer

ANNEX A

FINANCIAL CONTRIBUTIONS

1. Calculation of financial contributions

The calculation of financial contributions is based on the Declaration submitted by the Producer to the CAMS and according to the rates provided in the Financial Contributions Table below.

The Declaration must include all types of lubricants placed on the Greek market, which are produced using base mineral oils-whether virgin, regenerated, synthetic, or blends thereof-regardless of whether they generate waste through their use (e.g., two-stroke engine oils or external lubrication/protection oils), and regardless of the sales regime (e.g., transit to ships or vessels on inland or mixed routes)

Products such as greases, antifreeze, brake fluids, battery fluids, deionized water, and lubricant exports are not to be included in the Declarations.

The obligation to submit semi-annual declarations and pay the corresponding contribution applies retroactively for the three-year period preceding the Producer's registration with the CAMS. For example, if the registration occurred in 2022, the Producer must submit declarations from 2019 onwards, or from the date on which the Producer became Obligated for alternative management, if that date is later than the aforementioned.

In addition to the above, the Producer is required to submit to the CAMS a Solemn Declaration under Law 1599/86 stating the date on which the Producer commenced its activity as a Producer.

Z. Time and Method of Payment of the Financial Contribution

Financial contributions shall be paid on a semi-annual basis.

The Producer is obligated to submit the Declaration to ENDIALE at the beginning of each semester, namely at the beginning of July and at the beginning of January, for the respective preceding half-year period.

Based on the Declaration, the Producer shall pay the calculated financial contribution to ENDIALE within 30 days from the date of the invoice, pursuant to Article 7.1 of this Agreement.

3. Financial Contributions

Given the reduction in the contribution rate payable by Producers under ENDIALE's new action plan, and in the interest of equal treatment of all Producers, the CAMS shall calculate the financial contribution for the Lubricant Oil Consumption Declarations of Obligated Producers according to the following Table.

TABLE OF FINANCIAL CONTRIBUTIONS

€ per Tonne ♦ Kilogram of Lubricant Oil

Period that the Declaration Concerns		Value of Contribution
For the period until 31.12.2021	:	20.00 €/tonne or 0.020 €/kg,
From 01 January 2022 and onwards	:	18.00 €/tonne or 0,018 €/kg