

MEMBERSHIP AGREEMENT COLLECT AND RECYCLING OF ELECTRIC MOBILITY BATTERIES (ELECTRIC BIKE, MPTE* AND OTHERS)

VERSION 6 - 01/24
*Motorized Personal Transport Engine (MPTE)

MEMBERSHIP NUMBER	
MICHIDEIXOIII MOMDEIX	

BETWEEN:

And

COREPILE (Collecte et Recyclage des Piles & Accumulateurs), S.A., a French public limited company with a capital of 40,000 euro, of which the registered office is located in Paris 75016, 17 rue Georges Bizet, registered with the Registry of Commerce & Companies of Paris under SIRET number 422 489 088 00035,

represented by Mr. Frederic HEDOUIN, its Managing Director, duly authorised for the purposes hereof,

the said company being hereinafter called "COREPILE". OF THE FIRST PART,

Company :
Legal Form : With a Capital :
Registration office located at : Address :
SIRET / Immatriculation Company :
VAT Number (if applicable) : NAF/APE (if Applicable) :
Represented by :
hereinafter called the "MEMBER".OF THE SECOND PART,
PLEASE NOTE YOUR 1ST DECLARATION PERIOD PUT ON MARKET: O 2022 O 2023 O 2024
IN CHARGE OF SALES DECLARATION :
NAME / First Name: PHONE :
Job Title : E-MAIL :
IN CHARGE OF INVOICE PAYMENTS :
NAME/First Name :PHONE :
Job title : E-MAIL :
BILLING ADRESS (If different from registered office):
MEMBER LEGAL REPRESENTATIVE AUTHORISED TO ISSUE THE CERTIFICATE OF VERACITY:
NAME / First Name :
Job Title : E-MAIL :

The yearly declarations of put on market will be done first on an Excel file. The template to use is in **Appendix 3**. Then, declarations can be done via a management website.



IT IS FIRST RECITED:

A. The French Environment Code (section VII of chapter III of Title IV of book V of the regulatory part, arising specifically from decree n° 2009-1139 of 22 September 2009 relating to the marketing of batteries and accumulators and to the disposal of used batteries and accumulators) defines the responsibilities of Producers of portable and industrial batteries and accumulators insofar as concerns the disposal of used batteries and accumulators (the principal of extended producer responsibility, EPR).

Under the terms of article R. 543-125 of the Environment Code: "Is treated as a producer any person who, in a professional capacity, either manufactures or imports or introduces for the first time into France batteries or accumulators, intended for sale by any sales technique whatsoever on the national territory, including those that are incorporated into electrical and electronic equipment such as defined at article R. 543-172 or into vehicles such as defined at article R. 543-154. In the case of batteries or accumulators sold under the retailer's sole brand, the retailer is treated as a producer".

Under the terms of article R. 543-130 of the Environment Code:

- "I. Producers of industrial batteries and accumulators set up recovery mechanisms so that consumers and WEEE operators (WEEE in which batteries and accumulators are integrated) can drop these industrial batteries and accumulators put on market once used. These recovery mechanisms include some voluntary drop-off points or equivalent for consumers and operators.
- II. Producers of industrial batteries and accumulators communicate to consumers by any means about collect conditions they set up, the importance of collecting waste by categories in order to treat them separately, and the meaning of symbols mentioned in I and II of the table in the article R. 543-127 and potential effects on the environment and health of substances used in batteries and accumulators.
- III. Producers of industrial batteries and accumulators ensure industrial batteries and accumulators disposal that consumers and WEEE operators get rid of in the conditions set up in I. of this article.
- IV. Producers of industrial batteries and accumulators can create organizations in order to fulfill collectively their obligations from I. to III. of this article.
- V. Producers of industrial batteries and accumulators can fulfill a part or their whole obligations from this article by making agreements with consumers of industrial batteries and accumulators they put on market setting conditions in which consumers ensure a part or the whole treatment of these waste in accordance of obligations mentioned in the article R. 543-131."
- B. COREPILE is an approved environmental System since 2010 and carries out operational tasks within the framework of an "Agreement" delivery by the ministries of Ecology and Industry in application of article R. 543-128-3 of the Environment Code (hereinafter the "Agreement"). In accordance with article R. 543-128-3 of the Environment Code, the continued Agreement of COREPILE is subject to compliance with a set of Specifications (hereinafter the "Specifications") drawn up by the Ministries in charge of Ecology and Industry and appended to the Agreement.

More precisely in case the eco-organization set up an activity for which it is not approved, it has to keep a separated analytical account.

- C. The UNION SPORT & CYCLE (USC) is a professional union of the sport sector federating 1400 companies, more than 500 brands, 3000 points of sale. It represent the sector of cycle and electric bikes and more generally the MPTE sector.
- D. The Company.....
- , having the capacity of Producer in the meaning given in the aforesaid provisions, wishes to register into the system put in place by COREPILE to meet the obligations laid upon it by the Environment Code.





Thus the two Parts made an agreement to define and set up conditions and terms of their collaboration, in this contact.

SUMMARY

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ARTICLE 1 - PURPOSE.

For the purpose of meeting its obligations, the Member hereby declares that it accepts the system put in place by COREPILE and UNION SPORT ET CYCLE intended for the collection and recycling of used batteries and accumulators from electric mobility (MPTE) and in particular agrees to pay the Contribution agreed at article 4 below, such that COREPILE shall have the financial resources necessary to perform the obligations transferred to it by the Member properly, in accordance with the financial balance of the voluntary division.

ARTICLE 2 - SCOPE.

The following come within the scope of this agreement: industrial batteries and accumulators from electric mobility (MPTE) listed below, marketed within the Territory for the first time by the Member, within the limit of the tonnages placed on the market by it annually, sold or free of charge, intended for a distributor or for a professional or a non-professional (household) end user directly.

2.1. TERRITORY

The obligations laid at the charge of both parties relate to the whole of the metropolitan national territory (hereinafter the "Territory")

2.2. NATURE OF THE INDUSTRIAL BATTERIES AND ACCUMULATORS CONCERNED

The following industrial batteries and accumulators as defined at Article R. 543-125 of the Environment Code come within the scope of this agreement: "Is treated as an industrial battery or accumulator any battery or accumulator made only for industrial or professional endings or used in any type of electric vehicle".

For example, it includes bike accumulators or electric scoter accumulators or electric/hybrid vehicle accumulators.

Thus portable batteries and accumulators and cars starter accumulators, as defined at article R. 543-125 of the Environment Code, are not covered by this agreement.

Batteries and accumulators from electric mobility (MPTE) concerned in this contract are mainly rechargeable lithium accumulators, Ni-MH accumulators, and lead accumulators (except cars starter accumulators) and more coming soon, either they are put on French market separately or included in the vehicle.

ARTICLE 3 – TERM- ENTRY INTO FORCE - RENEWAL.

3.1. ENTRY INTO FORCE - INITIAL TERM

This agreement will take effect upon receipt by COREPILE of the agreement signed by the Member and compulsorily accompanied by the latter's declaration of sales for the previous trimester, and thus retroactive declarations. Sales or market forecasts for the coming years can be asked.

This agreement is entered into for a term of 3 years (hereinafter "Initial Term").

Failing payment by the Member of the Environmental Contribution for the Initial Term within 30 days of receipt of invoice sent to it by COREPILE, this agreement will lapse.

COREPILE will inform the SYDEREP* about this situation. (*register of producers – **ERP DE**clarative **Sy**stem)





3.2. RENEWAL

At the end of the Initial Term, the current contract can't keep going on. However it can be renewed.

This renewal is not automatic and must be asked by one of the parts at least (3) month before the ending date, by a register letter with acknowledgement of receipt, the other part keeping the right to decline the renewal.

In case an agreement is made by answering via a register letter with acknowledgment of receipt, the parts will write a new contract to set up conditions of the renewal.

3.3. NON-RENEWAL

In case the contract is not renewed, or is canceled in conditions foreseen in the current contract, the MEMBER engages himself in informing his partners, clients, employees and others about the end of the collect set up and that COREPILE will no longer take care of batteries and accumulators concerned by this contract.

He also engages himself in not using anymore logos and references of COREPILE and his membership to COREPILE.

ARTICLE 4 - MEMBER'S ENVIRONMENTAL CONTRIBUTION

In return of performances mentioned in article "Obligations of COREPILE", COREPILE will perceive a contribution called environmental contribution calculated as follows.

The MEMBER is free to chose how to inform his clients about this contribution and its amount used to recycle batteries and accumulators in end of life in accordance with the law.

4.1 METHOD OF CALCULATION AND FEES SCALE

The amount of the environmental contribution is calculated on the basis of the number of batteries and accumulators put on market using the price list of the contribution for the year N (=current year).

The cost of the environmental contribution of the current year is in Appendix of this contract (Appendix 1)

4.2 MODIFICATION TO THE SCALE FEES

The price list of the environmental contribution can be changed each year, on January 1st, to consider the evolution of forecasts of put on market, the collect goal and operational costs of collect, sort and treatment.

In any case, the price list must not be a threat to the financial balance of the mobility sector of the eco-organization.

Starting from the moment the MEMBER is informed of the evolution of the price list of the environmental contribution, the MEMBER has 30 days to inform, via a letter with acknowledgment of receipt or via the website of COREPILE, the termination of the contract. Without any information from the MEMBER, the termination of the contract will take place on December 31st following its reception by COREPILE.

4.3 INVOICING AND PAYMENT OF THE ENVIRONMENTAL CONTRIBUTION

The invoicing rules provide for quarterly settlement in advance. Terms and conditions of payment must enable the approved System to have a cash flow equivalent to no less than one quarter's Environmental Contribution.

All invoice operations and the account situation of each client will be available soon on the declaration website.





4.3.1. QUARTERLY PAYMENTS IN ADVANCE

The Environmental Contribution will be paid by the Member in the form of quarterly payment in advance at the start of each calendar quarter calculated, by applying the fees scale in force, on a basis representing one quarter of the weight of portable batteries and accumulators placed on the market in the Territory during the previous financial period (Trimester T-1).

In the event that the sales declaration is not sent to COREPILE within the period provided at article 5.1 below, the Member's quarterly payments in advance for Year N will have to be calculated on a basis corresponding to the marketing for trimester T-2 plus 25% with any adjustment being made subsequently at the end of the financial period.

4.3.2. PAYABLE QUARTERLY ADVANCES

COREPILE will invoice the Member for the quarterly payments in advance of the Environmental Contribution as well as the annual adjustment for payment at 30 (thirty) days, date of issue of invoice.

Every invoice will be sent at the beginning of the month before the trimester of reference starts. It will soon be available to see and download these invoices on the declaration website.

Invoicing trimester	Date sent	Calculation of environmental contribution
1 st trimester N	1 st week January N	Cost of contribution N * Declaration T-1
2 nd trimester N	1 st week April N	Cost of contribution N * Declaration T-1
3 rd trimester N	1 st week July N	Cost of contribution N * Declaration T-1
4 th trimester N	1 st week October N	Cost of contribution N * Declaration T-1
Adjustment year N	2 nd trimester year N+1	Total of invoices N (-) (Real declaration N * Cost of contribution N)

4.3.3. TERMS AND CONDITIONS OF PAYMENT

Payments will be made by bank transfer to the account details supplied by COREPILE. Payment will be deemed complete once the funds have been cleared and shown as credited to COREPILE's bank account. Early payment shall not give rise to any discount.

4.3.4. PENALTIES

Any invoice not paid by due date shall entail automatic application of late payment penalties. By virtue of the provisions of article L. 441-6 of the French Commercial Code, these penalties will be applied at the rate of 3 times the legal interest rate. Collection costs will be paid by the MEMBER.

4.4 NEW MEMBERS' ENVIRONMENTAL CONTRIBUTION

In case of membership during the year, the environmental contribution is due pour the current year regardless of the date of signature of the contract, in the limit of the beginning of the call of contributions of MEMBERS, thus the 1st trimester 2018 and in the limit of a 3-years retroactivity maximum. This is only if the MEMBER did put on market and he didn't created a collect and recycling process.





ARTICLE 5 - MEMBER'S OBLIGATIONS

In addition to payment of the Environmental Contribution, the Member is bound by the obligations below in its capacity as producer.

5.1 REGISTRATION AND ANNUAL SALES DECLARATION

The bye-law of 6th August 2015 relating to the registration and declaration procedure for the national register for batteries and accumulators described at article R. 543-132 of the Environment Code fixes the provisions for Producer registration and declaration of annual volumes marketed.

This obligation to register applies with effect from the first placement on the market and must be complied with no later than 31st March each year.

By this contract, the MEMBER gives to COREPILE the mission to transfer declarations in the national register for batteries and accumulators.

To enable COREPILE to fulfill these obligations on behalf of the Member, the latter will inform at the beginning of each month after the end of a trimester, a declaration relative to the number and weight of industrial batteries and accumulators by chemical process put on the market last trimester.

For each new MEMBER, the declaration must be done no later than 30 days once the contract is signed.

Additionally to trimester's declarations used in invoicing, an annual declaration of puts on market will have to be done the first year on an Excel file (**Appendix 3**) and soon directly on COREPILE's website. A helping tutorial to make the declaration of puts on market for electric mobility batteries and accumulators (electric bike, MPTE, ...) will be sent soon with login information, and it will also be available online on the MEMBER management's website.

Every declaration from the Member must be accompanied by a certificate of veracity signed by a corporate officer empowered for this purpose or by the company's Auditor(s). This certificate of veracity can be used in case of a declaration audit of the MEMBER by COREPILE.

5.2. INFORMATION AND COMMUNICATION

The MEMBER must use its own supports and communication actions or create a specific communication to inform its own organization sector on the first hand, and consumers on the other, on the importance of sorting waste regarding electric mobility batteries and accumulators. COREPILE makes available specific communication supports that its MEMBERS can use.

5.3 PROMOTING WASTE PREVENTION

Producer MEMBERS must use their commercially reasonable efforts to raise awareness among their customers and consumers regarding the ways in which the latter can cut down on their waste, in particular by informing them of the best ways in which to use batteries and accumulators in appliances.

Producer MEMBERS must also give preference to the eco-design approach in the manufacturing cycle of their products.





ARTICLE 6 - OBLIGATIONS OF COREPILE

6.1. ACCEPTANCE OF LIABILITY FOR THE MEMBER'S OBLIGATIONS ON MATTERS OF DISPOSAL AND PROCESSING OF USED PORTABLE BATTERIES AND ACCUMULATORS

Subject to the Member complying with its own obligations and within the limits defined at article 2, COREPILE agrees, on behalf of the Member and in the conditions fixed in the Specifications, to accept liability for the whole of the obligations laid at the Member's charge by articles R. 543-130-I et seq of the Environment Code and the regulatory texts passed for application thereof, namely:

- Individual registration of the Member on the ADEME National Register;
- Annual declaration to the ADEME National Register of the quantities placed on the market and declared to COREPILE;
- Collection from legal entities and people having the responsibility for gathering used electric mobility batteries and accumulators (**Appendix 2**);
- Processing and recovery of sorted industrial batteries and accumulators;
- Information discussed with producers and consumers in order to organize the voluntary sector.

COREPILE can only accomplish these missions in this contract by being informed of the MEMBER's situation.

Thus, the MEMBER

- Must tell COREPILE all its actions, give all documents potentially needed and inform about any new event or demand;
- Engages himself to give all appropriate pieces, all documents with diligence allowing the full exercise of its mission.

The collaboration that is made between COREPILE and the MEMBER forces the latter to answer quickly any information, explication demands, or documents about communication.

6.2. AUDIT

COREPILE can make declaration audits, via an external service provider paid by COREPILE, of declared data on a small amount of MEMBERS, in order to enhance the mobility sector and be sure the contribution is correct.

In the case the audit reveals a gap in the MEMBER's declaration, a regularization will be made on the concerned scope.

6.3. ANNUAL DECLARATION OF COLLECTIONS

The quantities collected will be declared by COREPILE to the ADEME Register on behalf of all the Members, together with the quantities placed on the market, by no later than 31st March each year.

6.4. INFORMATION ON THE ACTIVITIES OF COREPILE

COREPILE will be able to communicate on its main results of this category off-agreement.

6.5. CONFIDENTIALITY OF INFORMATION.

COREPILE agrees to preserve the confidentiality of all information of a financial or commercial nature disclosed by the MEMBER, unless it is required by the regulations in force to disclose such information.

In addition, COREPILE agrees to disclose to third parties only general information which does not





reveal the identity of each individual declarant; the same will apply to information transmitted to its supervising authorities within the framework of the normal auditing of its statistics on the effectiveness of the system and trends regarding the quantity of end-of-life portable batteries and accumulators.

Insofar as application of the above paragraph is concerned, COREPILE shareholders will be treated as third parties.

However, COREPILE may be obliged to disclose all of the information in its possession if so required by a court ruling.

In exchange, the MEMBER also agrees to guarantee confidentiality of any commercial, economic and technical elements to which they may have had access during their period of membership of COREPILE.

ARTICLE 7 - LIABILITY OF COREPILE - INSURANCE

7.1. LIABILITY

COREPILE is responsible for the choice of its service-providers and subcontractors and for choosing the methods for recovery and processing of industrial batteries and accumulators.

It is agreed and accepted by the MEMBER that COREPILE is not responsible for any caused damages when doing declarations, at any stage or any injury taken by the MEMBER, as soon as declarations are made on data basis given by the MEMBER.

7.2. INSURANCE

COREPILE agrees to take out sufficient insurance cover with reputable insurance companies to cover the professional public liability it incurs for all its activities and obligations arising directly from this agreement and agrees to supply the corresponding certificates of insurance on written application.

In addition, COREPILE has taken out an insurance policy for risks of Environmental Damage covering Public Liability and pecuniary losses.

ARTICLE 8 – NON-EXECUTION EXCEPTION

It is reminded that in accordance with article 1219 of the Civil Code, each Part will be able to deny its obligation, even if its mandatory, if the other Part doesn't ensure its own obligation and if its important, that is to say, could recall into question the pursuit of the contract or threat its financial balance.

The suspension of execution will start immediately, when receiving from the faint Part the information of missing obligation sent by the other Part indicating the wiling to apply the non-execution exception until the faint Part fulfills its obligation, informed by a letter with acknowledgment of receipt or via any other support that can deliver a proof of sending.

This non-execution exception can also be used for prevention, , in accordance with the article 1220 of the Civil Code, if it's obvious that one Part doesn't fulfill its obligations and that consequences of this non-execution are important enough pour the other Part.

Risks of using this ability are taken by the Part starting the process.

The suspension of execution will start immediately, when receiving from the presumed faint Part the information of the wiling to use the preventive non-execution exception until the presumed faint Part fulfills its obligation, by letter with acknowledgment of receipt or any other durable written support able to give a proof of sending.

If the missing is definitive or last too much longer, the obligations would be closed in accordance with conditions from the article Termination.





ARTICLE 9 - TERMINATION - ESCAPE CLAUSE

9.1. TERMINATION

Apart from the cases for termination provided at articles 3.2, 3.3 and 4.2 above, this agreement may be rescinded as a matter of law by either Party in the event of non-compliance by the other Party with any of its obligations, specifically in the event of non-payment of the Environmental Contribution by the agreed due date, after notice sent to the defaulting party by recorded delivery letter with advice of receipt has remained without effect for one (1) month.

The formal notice must mention that if the faint Part can't fulfill its obligation, the other Part is able to terminate the contract.

COREPILE will cease collecting on behalf of the Member with effect from the date on which termination takes effect.

9.2. ESCAPE CLAUSE

This agreement is entered into on the basis of the economic and regulatory data presently in force. Accordingly, if, subsequent to circumstances of an economic or regulatory order outside of the control of the parties occurring after the date of entry into effect hereof and disrupting the general organisation relating to the recovery and recycling of batteries and accumulators, or if the economy of the contractual relationship were to be modified in any significant manner, the parties agree to consult one another to restore the situation, in the spirit of this agreement, and to negotiate the revision of the provisions involved in good faith.

The renegotiation demand is made by letter with acknowledgment of receipt. This demand must detail elements that justify it.

In case of deny or renegotiation failure, the Parts can agree on the termination of the contract, at the date and conditions they determine in accordance with conditions of article 9.3.

In case of renegotiation, the renewal of execution conditions of this contract will make an amendment.

Are not considered as causes of unpredictability changes of the Environment Code or one of the text concerning the collect or treatment of products referred in this contract, or any new regulation applicable.

9.3 CONSEQUENCES OF THE TERMINATION OF THE CONTRACT

9.3.1. CLOSING ACCOUNTS

The Parts will, in a contradictory way, close accounts in order to determine due amounts to COREPILE at the date of the termination of the contract, that, except if there is any agreement between the Parts, will become immediately chargeable because of the termination of this contract, for any cause. Only the agreed amount will be paid.

In accordance with article 1348-2 of the Civil Code, the Parts agree that the closing accounts will lead to a conventional compensation on the invoice amount.

9.3.2. RETITUTION OF CONTRACTUAL PRODUCTS

COREPILE will only be able to give contractual products to a person designed in writing by the MEMBER in exchange of the payment of the environmental contribution from the article 4.

Restitution conditions will be defined in an agreement between the Parts.

In application of the article 1948 of the Civil Code, COREPILE will be able to conflict the restitution demand and keep products, in case of missing payment of one of the amounts due in accordance to this contract, conservation costs included.





However, it is mentioned that the right of retention of COREPILE in accordance with the article 1948 can't be used for official documents needed for the exercise of rights and obligations of the MEMBER.

9.3.3. EFFECTIVE TERMINATION

In case of termination of this contract whoever starts this process, the Parts agree that COREPILE will be free for the future obligations not due but will still have to fulfill its due obligations before today and until the date of termination of this contract.

Furthermore, in case of termination of the contract, whatever the reason is, each Part engages itself to immediately stop using logos and brands of the other Part.

ARTICLE 10 - PERSONAL RELATIONSHIP

In no case may any party transmit or assign this agreement to a third party except with the other party's prior agreement.

ARTICLE 11 - RIGHTS TO TRADEMARKS AND LOGOS

COREPILE is the sole holder of the rights over the COREPILE trademark and logo.

Throughout the period of validity of this agreement, the MEMBER will be entitled to include wording on its products and packaging to the effect that the collection and recycling of used batteries and accumulators is handled by COREPILE. If the MEMBER avails itself of this option, it must inform COREPILE thereof beforehand and the latter may object thereto on reasonable grounds.

COREPILE is entitled to reproduce the name and logo of the MEMBER as a commercial reference with regard to its partners. On the other hand, no use of the logos, trademarks and other distinctive signs of the MEMBER in written form may be made by COREPILE in any extensive manner without the MEMBER's express written authorisation.

ARTICLE 12 - FORCE MAJEURE

Events of force majeure are defined as events that are unforeseeable and insurmountable and which make it absolutely impossible to perform this agreement in the conditions provided.

The non-performance of an obligation provided under this agreement due to an event of force majeure shall not give rise to the payment of any late performance penalties or damages and consideration on the part of the defaulting party.

The party claiming an event of force majeure must inform the other party by facsimile or any other means and follow this up by written confirmation by letter sent recorded delivery with advice of receipt, as soon as possible. The parties must then meet one another to discuss the consequences of the situation and endeavour to arrive at an acceptable solution to enable this agreement to be fulfilled.

It is expressly stipulated that in the event that performance of this agreement is delayed by more than one (2) month on grounds of force majeure, this agreement may be terminated without prior notice, by recorded delivery letter with advice of receipt from either party.

ARTICLE 13 - MODIFICATION AND ADDENDUM

Any modifications or addendum to the membership agreement will be communicated to the MEMBER by e-mail or via the space reserved for the MEMBER's declaration on the website. For all modifications, the MEMBER will give agreement in written or electronic form.

Any modification to or extension of this agreement is deemed to be a part of this agreement.

Appendices may be modified unilaterally by COREPILE subject to the right of termination offered to the MEMBER in the conditions set out above insofar as concerns the Fees scale.





ARTICLE 14 - ACCEPTATION

The Parts agree that they

- Read the whole contract;
- Had the time to think about it;
- Were able to discuss internally;
- Understood clearly the whole contract;

and thus completely accept the contract.

ARTICLE 15 - INFORMATION AND CONTRACTUALIZATION BY ELECTRONIC MEANS

The parties expressly and unconditionally accept that information exchanged and agreements made by means of e-mail or via the member's space on the website shall be deemed validly accomplished in the conditions provided under the agreement.

ARTICLE 16 – REPRESENTENT MISSING, INDEPENDENCE OF PARTS

It is agreed between the Parts that this contract doesn't give any power of representation, or an authorization to engage the other Part as a third, for any title and more particularly to use its name for its own account.

Thus, each Part will abstain any behavior or process that can potentially be perceived differently by persons and entities which will make service performance with, or by any other third in this contract, as giving him missions or powers going further than the execution of obligations defined in this contract.

ARTICLE 17 – PERSONNAL DATA

Each Part engages itself to make declarations to the Commission nationale de l'informatique et des libertés (CNIL) which they are responsible of, in accordance with the law "Informatique et libertés" of 6th January 1978.

The MEMBER is informed of what COREPILE do about personal data treatments to ensure him the management, invoicing, and MEMBERS folders tracking and their obligations. These data are needed for the good management of contracts and are intended for authorized services of COREPILE.

In accordance with the law "Informatique et libertés", physical persons have a right of access to their data, a right of correction, interrogation, opposition for a legitimate reason and prospecting at the following address: COREPILE 17 Rue Georges Bizet 75116 PARIS accompanied by a copy of an identity card signed.

ARTICLE 18 - GOVERNING LAW, ALLOCATION OF JURISDICTION AND APPROVAL.

This agreement is subject to French law.

Before commencing any litigation, the parties will seek an out-of-court settlement of any disputes regarding the validity, performance and interpretation of the agreement, in good faith. The parties should meet in order to discuss the issue and carry out any relevant investigations to enable them to find a solution to the conflict between them. The parties will endeavour to reach a solution within 30 days of notice given by either of them for the need for a settlement, sent by recorded delivery letter with advice of receipt.

The parties intend for the procedure detailed in the two preceding paragraphs to be contractually binding. By mutual agreement, the parties declare that any legal action taken by either of them in breach of this procedure shall be inadmissible.

Failing an out-of-court settlement, any dispute relating to the validity, performance or





interpretation of this agreement shall be submitted to the express jurisdiction of the Commercial Court of Paris, notwithstanding multiple defendants and/or third-party notice proceedings.

ARTICLE 19 – ARRANGEMENTS FOR SIGNING THE AGREEMENT

This Agreement and the appendix 1 must be initialled on every page and signed in duplicate by the MEMBER, with both copies to be returned to us. At the same time, the MEMBER will complete its sales declaration (Appendix 3).

One original copy of the agreement will then be returned to the MEMBER by COREPILE together with the Membership certificate.

the Membership Certificate.	
Attestation of veracity: the society is member of the (cross out the useless choice)	ne UNION SPORT & CYCLE (USC)
YES	NO
Members of the UNION SPORT & CYCLE (USC) to batteries and accumulator recycling sector get a dis (1€) off-taxes per battery/accumulator (all categoriate with their contribution and any regulatory or to communicate to COREPILE on first request his apply.	scounted price on the price list which is one euro pries concerned), provided that they are up to legislative change. The MEMBER engages itself
Both parties will precede their signature by the approved] followed by their company seal.	words "lu et approuvé" [read and
Signed in duplicate, at	on,
For COREPILE	For the MEMBER
Mr Frédéric HEDOUIN	Mr or Mrs

- Appendix 1 : Contribution price list 2024/2023/2022
- Appendix 2 : Logistic measure

Managing Director

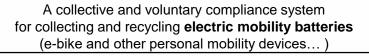
- Appendix 3: Template of Excel file for trimestral declaration of puts on market





Price List 2024

Applies on 1st January 2024





Battery categories Eco-participation in € per unit* (excluding tax)	< 2kg	2kg ≤ < 5kg	5kg ≤ <10kg	10kg ≤ < 20kg
Lithium (Ion – Polymer)	1,50€	2,50€	5,00€	7,50€
Ni-MH & Lead Acid	1,00€			

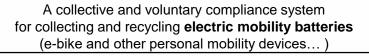
^{*} Special conditions on Lithium batteries may apply for members of association USC (Union Sport et Cycle) if up-to-date with membership fees.





Price List 2023

Applies on 1st January 2023





Battery categories Eco-participation in € per unit* (excluding tax)	< 2kg	2kg ≤ < 5kg	5kg ≤ <10kg	10kg ≤ < 20kg	
Lithium (Ion – Polymer)	1,50€	2,50€	5,00€	7,50€	
Ni-MH & Lead Acid	1,00€				

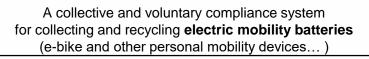
^{*} Special conditions on Lithium batteries may apply for members of association USC (Union Sport et Cycle) if up-to-date with membership fees.





Price List 2022

Applies on 1st January 2022





Battery categories Eco-participation in € per unit* (excluding tax)	< 2kg	2kg ≤ < 5kg	5kg ≤ <10kg	10kg ≤ < 20kg
Lithium (Ion – Polymer)	1,50€	2,50€	5,00€	7,50€
Ni-MH & Lead Acid	1,00€			

^{*} Special conditions on Lithium batteries may apply for members of association USC (Union Sport et Cycle) if up-to-date with membership fees.







Appendix 2: MEMBERSHIP AGREEMENT COLLECT AND RECYCLING OF ELECTRIC MOBILITY BATTERIES (ELECTRIC BIKE, MPTE* AND OTHERS)



Collect of mobility batteries, MPTE and others for collection points

« Free » collect - Minimum 10 mobility batteries from MPTE, Electric bikes, ... (not damaged*) – except batteries > 20 kg

- 1. Send an email to Corepile at mobilite@corepile.fr Give your collection point's info.
- 2. Sign a contract of collect of mobility batteries from MPTE and others, then confirm the collect demand of your collection point. (you engage yourself to give only used batteries and not damaged*) Free storage containers will be sent by Corepile to ease the collect.
- 3. Corepile asks the mandated collector to come in 10 days max to collect the containers and will give new empty ones the collector is in charge of sending the BSD [Waste Tracking Document].
- 4. The BSD goes back to the collection point.









* ARE NOT CONCERNED:

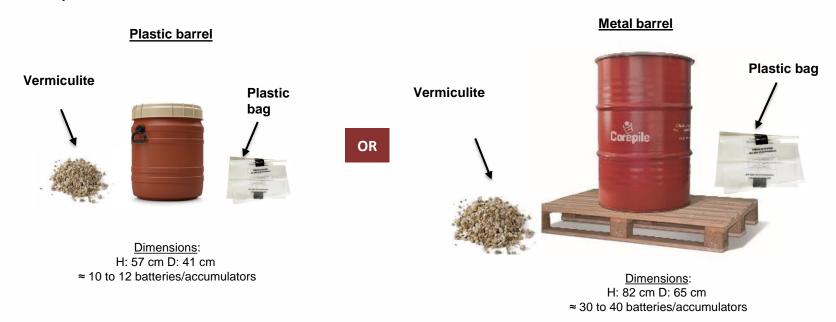
Batteries damaged or disassembled Security procedure are provided to the Points of collect (vermiculite bagging, battery neutralization, ...)



Containers for the collect of mobility batteries and accumulators

Respect of ADR –certification number on containers

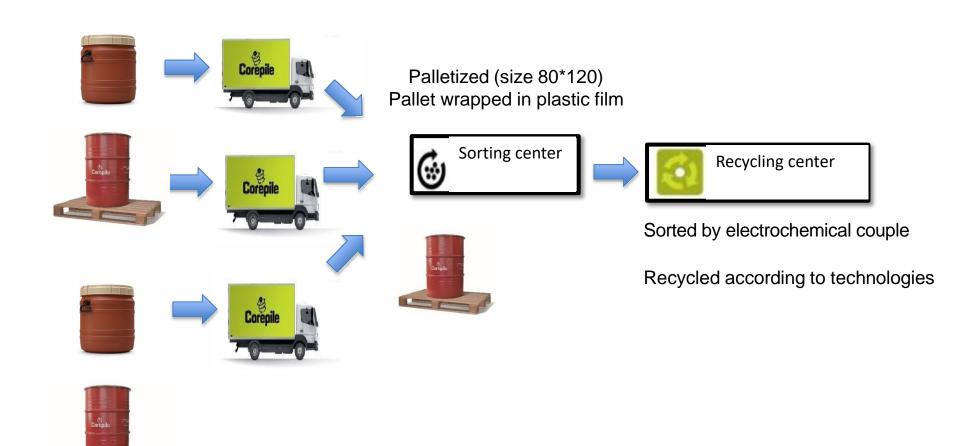
Filling and closing in accordance with the modus operandi written on the method provided to the collection point



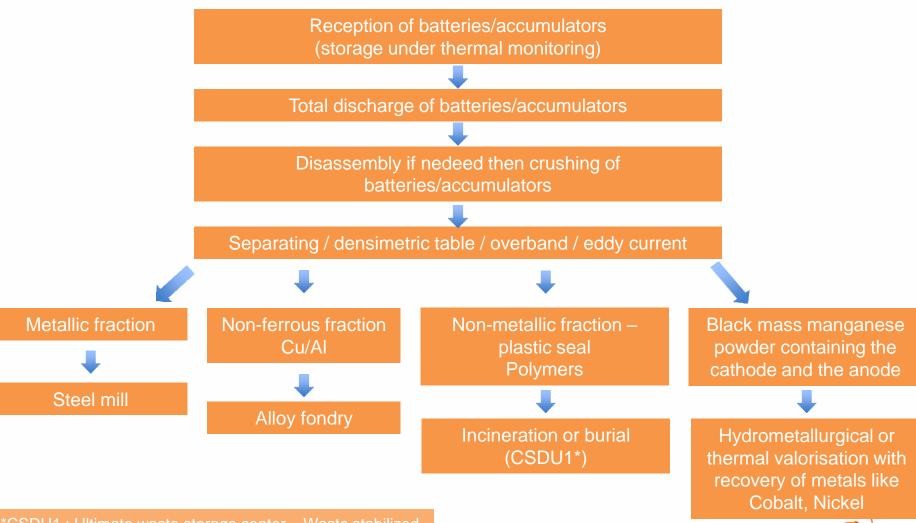
New empty containers given when collecting – BSD sent by the collector There can still be collects with ADR transport certified cardboard



Complete figure from collecting to recycling



Recycling (Recycling rate ~65%)



*CSDU1 : Ultimate waste storage center – Waste stabilized by a chemical binder before burial



APPENDICE 3 of the contract for the collecting and recycling mobility batteries (Ebike / Scooters / EdpM...) Declaration of batteries put on French Market 2023 - sold alone or into a device- per quarter - To return at the email adress > mobilite@corepile.fr

	Member name	ххххх
l l	Identification Number	жжж
-		

		David Turmel
Q1 2023 grey lines model - please erase		
grey lines model - please erase		
four references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery	y alone or integrate	Total weight (Kg)
-Bike ref 15 Batterie Li-lon VAE - E-Bike 3133	18 Alone	56,39
Bike rsuper jet 15 Batterie Li-lon VAE - E-Bike 2692	2 integrate	5,38
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our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantitry / units battery	y alone or integrate	Total weight (Kg)
-Bike ref 15 Batterie U-ion VAE - E-Bike 3133	18 Alone	56,39
Bike rsuper jet 15 Batterie Li-lon VAE - E-Bike 2692	2 integrate	5,38
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	y alone or integrate	Total weight (Kg)
our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery	y alone or integrate	Total weight (Kg) 56,39
Dur references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 3333	18 Alone	56,39
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 3333		56,39
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 3333	18 Alone	56,39 5,38
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88e ref 15 8otterie Li-lon VAE - E-Bike 3333	18 Alone	56,39 5,38
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 3333	18 Alone	56,39 5,38 -
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 3333	18 Alone 2 Integrate	56,39 5,38 - -
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88e ref 15 8otterie Li-lon VAE - E-Bike 3333	18 Alone	56,39 5,38 - - -
our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k erg 15 8otterie Li-lon VAE - E-Bike 2692 88ke rsuper jet 15 8otterie Li-lon VAE - E-Bike	18 Alone 2 Integrate	56,39 5,38 - - -
our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-lon VAE - E-Bike 2692 VAE - E-Bike 2692	18 Alone 2 Integrate	56,39 5,38 - - -
Dur references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike ref 15 Botterie Li-ion VAE - E-Bike 2692 WAE - E-Bike 2692 WAE - E-Bike 2692 WE grey lines model - please erase	18 Alone 2 integrate 0	56,39 5,38
Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery Bike rs. per jet 15 Botterie Li-ion VAE - E-Bike 2692 VAE - E-Bike 2692 Grey lines model - please erase grey lines model - please erase Dur references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery	18 Alone 2 integrate 0 alone or integrate	56,39 5,38 Total weight (Kg)
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k erg 15 8bterie Li-ion VAE - E-Bike 3133 WAE - E-Bike 2692 WAE - Frottinette - Gyropode - Overboard - Segway etc) Weigt (in gram) quantity / units battery 88ke erg 15 8bterie Li-ion WAE - E-Bike 3133	18 Alone 2 integrate 0 unique or integrate 18 Alone	56.39 5.38 Total weight (Kg) 56.39
Tour references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery - Bike ref 15 Botterie I-ion VAE - E-Bike 3333 - Bike rsuper jet 15 Botterie I-ion VAE - E-Bike 2692 - Bike rsuper jet 15 Botterie I-ion VAE - E-	18 Alone 2 integrate 0 alone or integrate	56,39 5,38
Our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery - Bike ref 15 Botterie Li-ion VAE - E-Bike 3133 - Bike rusper jet 15 Botterie Li-ion VAE - E-Bike 2692 - Weigt (in gram) quantity / units battery - Bike ref 15 Botterie Li-ion VAE - E-Bike 3133	18 Alone 2 integrate 0 unique or integrate 18 Alone	56,39 5,38
our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k eng 15 8btterie Li-ion VAE - E-Bike 2892 88k ensper jet 15 8btterie Li-ion VAE - E-Bike 2692 42023 grey lines model - please erase our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k eng 15 8btterie Li-ion VAE - E-Bike 3333	18 Alone 2 integrate 0 unique or integrate 18 Alone	56,39 5,38 Total weight (Kg) 56,39 5,38
our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k eng 15 8btterie Li-ion VAE - E-Bike 2892 88k ensper jet 15 8btterie Li-ion VAE - E-Bike 2692 42023 grey lines model - please erase our references Chemistry Application (E-Bike - Trottinette - Gyropode - Overboard - Segway etc) weigt (in gram) quantity / units battery 88k eng 15 8btterie Li-ion VAE - E-Bike 3333	18 Alone 2 integrate 0 unique or integrate 18 Alone	56,39 5,38 Total weight (Kg) 56,39 5,38

For memory your declaration 2023 allow the regularization 2023 (apply with put on market 2022) and the advance contribution Q1 202 (25% x put on market 2023xPrice List 2024)

If you haven't the detail per quarter please complete only below

	2023	grey lines model - please erase				
Your references	Chemistry	Application (E-Bike - Trottinette - Gyropode -Overboard - Segway e	tc) weigt (in gram)	quantity / units battery	alone or integrate	Total weight (Kg)
E-Bike ref 15	Batterie Li-Ion	VAE - E-Bike	313	18	Mone	56,39
E-Bike rsuper jet 15	Batterie Li-Ion	VAE - E-Bike	269	2 1	ntegrate	5,38
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