

MEMBERSHIP AGREEMENT

regarding the Integrated Electrical and Electronic Waste Management System
managed by Electrão

Between

Electrão – Associação de Gestão de Resíduos, NIPC 509300421, with its registered office at the Restelo Business Center, Bloco 5 – 4º-A, Av. Ilha da Madeira, no. 35I, 1400-203 LISBOA, hereinafter referred to as “**Electrão**”,

and

_____,
NIPC _____, with its registered office at
_____, hereinafter referred to as the “**MEMBER**”,

hereinafter jointly referred to as the “**Parties**”,

Whereas:

- A)** Decree-Law no. 152-D/2017, of 11 December approved the legal framework governing the management of waste streams subject to extended producer liability, which include the electrical and electronic waste referred to therein;
- B)** The MEMBER is deemed to be a Producer of Electrical and Electronic Equipment (hereinafter referred to as “**EEE**”) as defined in Article 3 of the said Decree-Law;
- C)** Producers may, according to the provisions of the said decree-law and for the purposes of compliance with the obligations laid down therein, opt to transfer responsibility for the management of EEE waste to a duly licensed manager of an integrated system;
- D)** Electrão is an entity that is licensed to manage an Integrated EEE Waste Management System by a licence granted by Joint Order no. 5257/2018 of the Under Secretary of State and of Commerce and the Secretary of State of the Environment;

- E)** The MEMBER wishes to join the Integrated EEE Waste Management System managed by Amb3E and to transfer its responsibility for the management of its EEE waste to it, in accordance with Decree-Law no. 152-D/2017;
- F)** No. 3 of Art. 10 of the said Decree-Law provides that the transfer of liability of each Producer shall be the subject of a written agreement;

This **Agreement** is made freely and in good faith and is governed by the following clauses:

Clause 1.
(Subject matter)

- 1.** The MEMBER hereby and subject to the provisions of this Agreement and in its capacity as a Producer of EEE, joins the Integrated EEE Waste Management System managed by the Electrão, the material scope of which is the EEEs included in the ambit of the application of Decree-Law no. 152-D/2017, and transfers its responsibility for the management of the corresponding EEE waste within the said ambit, to Electrão, in accordance with Decree-Law no. 152-D/2017, of 11 December.
- 2.** Unless otherwise provided in this Agreement, this Agreement concerns EEE, which is placed on the domestic market by the MEMBER, for the first time, as from the beginning of the calendar year during which this Agreement comes into force, the categories of which are described in **Annex I** of this Agreement, which is an integral part hereof.
- 3.** The EEE shall be deemed to be placed on the domestic market for the first time by the MEMBER on the dates of the invoices, or other accounting documents, with regard to the provision of the EEE, and, in the absence of these, on the date the EEE are provided.
- 4.** Membership of the Integrated EEE Waste Management System managed by Electrão and the responsibility transferred by the MEMBER to Electrão pursuant to this Agreement is limited to Portugal and to the EEE that is placed on the market of that territory, which is referred to in this Agreement as the domestic market.

Clause 2.
(Declaring duties)

1. The MEMBER shall, on a quarterly basis, provide Electrão with information with regard to the types, characteristics and quantities (kilograms and units) of EEE placed by it on the domestic market, in each reporting period. The MEMBER shall, upon the signature of this Agreement and at the beginning of each calendar year in which this Agreement is in force, inform Electrão of the annual estimates of the quantities of EEE that will be placed on the domestic market by it, the waste of which will be recovered by Electrão. The said information will be a mere non-binding estimate, which is requested in accordance with the requirements of Chapter 2, subchapter 2.1, no. 5 of the Appendix of the Order referred to in Recital D) above.
2. The information that the MEMBER agrees to provide to Electrão in accordance with the provisions of the preceding paragraph shall be submitted by the MEMBER, via *the online* computer platform provided by Electrão, in each of the four reporting periods that occur between the 1st and 15th day of each quarter of the year (the following shall be the reporting periods for the purposes hereof: 1st to 15th April, 1st to 15th July, 1st to 15th October and 1st to 15th January).
3. The MEMBER expressly acknowledges that failure to submit the quarterly information within the time limits indicated in the preceding paragraph, shall, failing some other understanding agreed with Electrão, amount to a statement that the MEMBER placed 0 (zero) units of EEE on in the domestic market during the corresponding quarter.
4. The retroactive corrections of quarterly information shall only be permitted if the reason therefor is accepted in advance by Electrão and the same shall not be regarding a period that is more than two years prior to the coming into force of this Agreement.
5. The MEMBER shall, whenever so requested, either by decision of any of the Proper Authorities (which are currently the Agência Portuguesa do Ambiente, I.P. and the Direcção-Geral das Actividades Económicas, hereinafter referred to as the "**Proper Authorities**"), or in order to enable Electrão to comply with its obligations to them, or to verify compliance with the MEMBER's obligations, provide Electrão with additional information regarding the EEE and the characteristics thereof.
6. The MEMBER may also report backdated information regarding the EEE placed on the domestic market by it during the two years immediately prior to the coming into force of this Agreement, if it has not previously transferred its responsibility for the management of the said waste, in accordance with the provisions of the law.
7. The responsibility for the management of the EEE waste shall be deemed to be transferred to Electrão solely with regard to such EEE as is covered by the Integrated EEE Waste Management System managed by the Electrão, which is reported to Electrão by the MEMBER and when the charge due pursuant to this Agreement has been duly paid.
8. The data contained in the information to be sent by the MEMBER shall be certified by a Certified Accountant, or by an Official Auditor, if this is required by any of the Proper Authorities, or requested by Electrão, unless some other certification mechanism is agreed between the MEMBER and Electrão and

approved by the entity that imposed the said requirement. The MEMBER shall submit the said certification within no more than 30 days of being requested so to do by Electrão.

9. All amendments of the EEE reports that the MEMBER wishes to make shall be duly explained and be accepted in advance by Electrão.

Clause 3. (Information duties)

1. The MEMBER shall ensure the quality and veracity of the information transmitted in accordance with this Agreement, i.e. with regard to information regarding the quantities of EEE placed on the domestic market and the characteristics thereof, and shall be solely liable with regard thereto and act in such a way as not to prejudice the reporting of the said information by Electrão to the Proper Authorities.

2. The MEMBER shall, whenever so requested, provide Electrão, or third parties indicated by it (including processing facilities), with information regarding compliance with the legal obligations regarding the essential requirements of the EEE and other information regarding the EEE as is required by law, Electrão, the said third parties, or by any of the Proper Authorities, free of charge and in Portuguese, or such other language as is accepted by Electrão.

3. The MEMBER shall provide Electrão with information regarding the preventive and reuse measures adopted, on an annual or more frequent basis communicated to it by decision of any of the Proper Authorities, or in order to enable Electrão to comply with its obligations to them, and prove them in accordance with the existing rules and such rules as may, in the future, come into force regarding the same, as well as with regard to the design of new EEE.

4. The MEMBER hereby expressly authorises Electrão to make all information declared or provided by the MEMBER pursuant to this Agreement, available to the Proper Authorities, even if the same is confidential.

5. The reporting information duties provided in the preceding clause and paragraphs shall remain in force, notwithstanding the termination of this Agreement, whatever the reason therefor and even after the expiry of the term hereof, to the extent necessary to comply with the obligations of Electrão, as an EEE waste manager, with regard to the period during which this Agreement was in force.

Clause 4. (Charges)

1. The MEMBER shall pay Electrão the amount corresponding to the application of the charges provided in the table, which is **Annex II** of this Agreement, to the EEE placed on the domestic market by the MEMBER, according to the characteristics and quantities of the said EEE, in consideration of the management of the EEE waste and according to the quantities and characteristics of the EEE placed on the domestic market as established in accordance with the provisions of this Agreement.
2. The payment of the charges indicated in the table, which is **Annex II** of this Agreement, may be subject to ordinary or extraordinary updates, prior notice of which shall be given to the MEMBER by Electrão.
3. In no circumstances, however, shall the charge payable by the MEMBER pursuant to this Agreement be less than the highest of the annual charges payable by a Small Member in accordance with no. 5 below.
4. The charge for the management of EEE waste, with regard to EEE reported retroactively and placed on the domestic market in the years immediately prior to the year in which this Agreement came into force, shall be calculated via the application of the charges in force on the date on which the EEE was actually placed on the domestic market.
5. When the MEMBER becomes a small member, as proved by it to Electrão, or as decided by Electrão, in accordance with the schemes established from time to time by Electrão for this type of member, this Agreement shall be suspended for such time as the MEMBER continues to be a small member, when the special conditions stipulated by Electrão for the small members shall apply to the MEMBER.

Clause 5.
(Invoicing)

1. Save as otherwise provided in this Agreement, or as otherwise agreed in writing between the Parties, Electrão shall issue the invoices with regard to the payment of the charges on a quarterly basis, and the said charges shall be paid by the MEMBER within 60 (sixty) days of the issue thereof, or within 60 (sixty) days of the day following the last day of the corresponding reporting period, whichever is the earliest.
2. Electrão reserves the right to invoice with a frequency other than that referred to in the preceding paragraph, until the amount due by the MEMBER reaches such minimum level as Electrão may establish.

3. The invoicing of the charges shall not imply acceptance or recognition by Electrão of either the Packaging on which the said invoicing is based, or the characteristics thereof.
4. Failure to pay any invoice within the corresponding payment period shall place the MEMBER in default, and interest shall accrue thereon at the legal rate of interest applicable to sums owed to commercial enterprises.
5. Any alterations of the quarterly information previously submitted that the MEMBER wishes to make and which are accepted by Electrão, shall not, per se, give rise to any credit owed to the MEMBER.

Clause 6.
(Electronic Invoicing)

1. The Parties agree that Electrão may issue invoices or equivalent documents electronically, in accordance with Article 36, no. 10 of the VAT Code and Decree-Law no. 28/2019, of 15 February.
2. The email address stipulated by the MEMBER, to which electronic invoices should be sent is as indicated in clause 14 ("Email Address"). The MEMBER shall communicate all changes of the Email Address, at which it receives electronic invoices, and shall keep its mail box in the condition necessary in order to receive the invoices correctly. The Email Address is personal, non-transferable and for the exclusive use of the MEMBER, which shall therefore ensure and protect the confidentiality thereof, in all circumstances.
3. The electronic invoices are accessed by entering into the email box indicated by the MEMBER and referred to in the preceding paragraph of this clause. Whenever Electrão sends an electronic invoice to the MEMBER, a notification of the delivery of the new invoice will be sent to the Email Address, together with the electronic invoice in PDF format, signed digitally with an advanced electronic signature.
4. Electrão may, at any time, suspend or cancel the issue of electronic invoices, and resume the issue of invoices in paper format, e.g. when delivery to the email box indicated by the MEMBER is not possible.

Clause 7.
(Declaration of the Transfer of Responsibility)

The Declaration of Transfer of Responsibility for the management of EEE waste during a given period shall be issued by Electrão whenever the MEMBER has (i) paid the charges corresponding to that period and (ii) its contractual situation is compliant and without any type of breach.

Clause 8.
(Audit and control)

1. The MEMBER is solely liable with regard to the quality and veracity of the information provided by it to Electrão in accordance with its reporting and information duties provided in this Agreement and in the law, i.e. with regard to the information regarding the quantities of EEE placed on the domestic market and the characteristics thereof.
2. Electrão may arrange the conduct of audits and any other control measures, via external and independent entities, in order to confirm the quality and veracity of the information provided to it by the MEMBER, and compliance by the MEMBER with the obligations arising from this Agreement.
3. The MEMBER shall cooperate with the independent entity that conducts the audit or control measure and shall make all information and documents requested of it available to Electrão at the MEMBER's registered office in Portugal, or at the registered office of Electrão, if the MEMBER does not have a registered office in Portugal.
4. The audit report, shall be sent to the MEMBER by entity that has performed the audit within five days. Electrão shall notify the MEMBER of the time limits for the implementation of the proposed corrections foreseen or arising from the audit report.
5. The costs inherent in the conduct of the audits or control measures provided in the preceding paragraphs shall be borne by Electrão, unless the same have to be conducted outside of Portugal, or where the said audits or control measures are a consequence of omissions from, or errors in, information provided by the MEMBER, which result in a variation of the amount calculated, in excess of 5%, when the MEMBER shall bear the said charges, in addition to the corrections arising with regard to the categories, quantities/units and other characteristics reported and the corresponding payments due resulting from the application of the charge, without prejudice to the right of Electrão to rescind this Agreement, in accordance with the provisions of the following clause.

Clause 9.

(Coming into force and term)

1. This Agreement shall automatically come into force on the date indicated below (as stated before the fields reserved for the Parties' signatures).
2. The person(s) who sign(s) this Agreement on behalf of the MEMBER hereby warrant(s) and declare(s) that he/she/they is/are duly authorised to sign on behalf thereof and that all authorisations necessary for that purpose have been obtained.

3. This Agreement shall remain in force for as long as the licence referred to in recital D) above is in force, but either Party may terminate it by giving notice to terminate the same by recorded delivery mail with a notice of receipt, to the other Party, at least three months prior to the end of each calendar year.
4. Notwithstanding the provisions of the preceding paragraphs of this clause, serious or reiterated failure by either Party to comply with the obligations provided in this Agreement, shall entitle the other Party to rescind this Agreement forthwith and notice of the said rescission shall be given in writing and be sent by recorded delivery mail with advice of receipt. It is expressly agreed that failure on the part of the MEMBER to submit reports, or the provision of incorrect reports or information, by the MEMBER, in the performance of its reporting or information duties pursuant to this Agreement, or delay, in excess of 60 (sixty) days, in the payment of charges invoiced to it, shall be just cause for the rescission of this Agreement by Electrão.
5. This Agreement shall lapse in the event of the surrender, suspension, cancellation, revocation or non-renewal of the licence of Electrão referred to in recital D), or if Electrão becomes unable to pursue its company objects.
6. In the event that this Agreement is terminated, Electrão shall settle accounts as at the termination date.
7. The termination of this Agreement necessarily involves the automatic cancellation of the MEMBER's membership of the Integrated EEE Waste Management System managed by Electrão, notice of which will be given by Electrão to the Agência Portuguesa do Ambiente, I.P.

Clause 10. **(Record System)**

1. The MEMBER is required to communicate the information necessary to monitor the application of the provisions of no. 1 of article 5 of Decree-Law no. 152-D/2017, of 11 December, i.e. the type and quantity of EEE placed on the domestic market and the management system for which it has opted, to the Agência Portuguesa do Ambiente, I.P., via the integrated electronic waste registration system, and is also required to record the information referred to in Annex V of the said diploma.
2. The MEMBER may, with the prior agreement in writing of Electrão, delegate responsibility for the completion of the data report regarding placement on the market to Electrão, but shall however be responsible for the recording of the said data, without prejudice to such support as is provided to the MEMBER by Electrão with regard to this activity.
3. The MEMBER undertakes to provide Electrão with all information necessary in order to comply with the obligations referred to in the preceding paragraph.

Clause 11.
(Confidentiality and disclosure)

1. The Parties shall, while this Agreement is in force and thereafter, not disclose any information of which they become aware during the performance, or in consequence, of this Agreement, save to the extent necessary in order to comply with legal obligations or court orders, as well as, in the case of the Electrão, to the strict extent necessary for the performance of its obligations in the capacity of an EEE waste manager.
2. The MEMBER authorises Electrão to use and disclose its name or business name, as well as its contact details and the date it became a member of the Integrated EEE Waste Management System managed by Electrão, on its website (www.electrao.pt) and also in any articles, information or publications of Electrão.

Clause 12.
(Other obligations)

1. The MEMBER agrees to participate in and cooperate with preventive measures promoted by Electrão, i.e. those envisaged in its prevention plan.
2. The MEMBER warrants and declares that it complies and will continue to comply with its legal obligations regarding the requirements affecting EEE, in accordance with the legislation applicable from time to time.
3. Electrão shall provide the MEMBER with information regarding measures taken by it and with regard to results achieved with regard EEE waste management. This information may be provided, inter alia, on the Electrão website (www.electrao.pt), via the sending of Newsletters, or via inclusion in its annual activity report.

Clause 13.
(Validity of the Agreement and amendments)

1. The following annexes are an integral part of this Agreement:
 - a) **Annex I** (Characteristics of the EEE covered by the Agreement);
 - b) **Annex II** (Table of Charges).

2. In the event that any of the clauses of this Agreement is or becomes invalid, ineffective or unenforceable, the said fact shall not affect the validity of the Agreement as a whole. In such a case, the Parties shall apply their best efforts to replace the invalid, or unenforceable provisions with other valid and enforceable provisions of similar financial effect. 3. This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof, and may therefore, failing contractual or legal provision otherwise, only be amended by a document in writing signed by both Parties.

Clause 14.
(Communications)

1. All communications between the Parties required by this Agreement shall be sent to the following contacts:

a) Electrão – Associação de Gestão de Resíduos

Address: Restelo Business Center, Bloco 5 – 4ª, Av. Ilha da Madeira, 35 I, 1400-203 Lisboa

Email address: aderentes@electrao.pt

b) MEMBER:

Address: _____

Email address for invoice to be sent: _____

2. The alteration of any of the Parties' contacts shall be communicated to the other Party immediately, failing which, communications sent to the contacts in this Agreement shall be deemed to be effective and the defaulting party shall be wholly liable for any loss arising from breach of this obligation.

Clause 15.
(Law and Venue)

1. This Agreement shall be governed by Portuguese law, with the exception of the rules regarding conflict of laws.

2. The court of the Lisbon judicial district shall have exclusive jurisdiction with regard to all questions arising from the interpretation, resolution of lacunae, performance or termination of this Agreement.

Lisbon, on the _____ of _____ 20_____

For and on behalf of **Electrão**

For and on behalf of the **MEMBER**

Signature(s) of the representative(s)

Signature(s) of the representative(s)

Annex I

(Characteristics of Electrical and Electronic Equipment)

This Agreement concerns the EEE waste management responsibilities arising from the EEE placed on the domestic market by the MEMBER in the following categories:

Category	Select
1. Temperature regulation equipment	[]
2. Screens, monitors and equipment with a screen surface exceeding 100 cm ²	[]
3. Lamps	[]
4. Large-scale equipment	[]
5. Small-scale equipment	[]
6. Small IT and telecommunications equipment (with no external dimension exceeding 50cm)	[]

Annex II

(Table of basic charges)

The Annual Charges are available on the Electrão website

Category	Subcategory	Applicable charge [€/kg]
CATEGORY 1: Temperature regulating equipment		
	a) Refrigerators	
	b) Freezers	
	c) Automatic dispensing equipment for cold products	
	d) Air conditioning equipment	
	e) Dehumidifying equipment	
	f) Heat pumps	
	g) Oil radiators	
	h) Other temperature control equipment using other fluids other than water	
	Subcategory - Other EEE	
CATEGORY 2: Screens, monitors and equipment with a screen surface exceeding 100 cm²		
	a) Screens	
	b) Television sets	
	c) Photo frames	
	d) LCD	

	e) Monitors
	(f) Laptop computers
	g) Notebook computers
	Subcategory - Other EEE
CATEGORY 3: Lamps	
	a) Standard fluorescent lamps
	b) Compact fluorescent lamps
	c) Fluorescent lamps
	d) High intensity discharge lamps, including sodium lamps under pressure and metal halide lamps
	e) Low pressure sodium lamps
	f) LED
	Subcategory - Other EEE
CATEGORY 4: Large-scale equipment	
	a) Washing machines
	b) Clothes dryers
	c) Dishwashers
	d) Stoves
	e) Electric furnaces
	f) Electric cooker plates
	g) Fixtures
	h) Equipment for reproducing sounds or images
	i) Musical equipment (excluding organ pipes installed in churches)
	j) Apparatus used in knitting and weaving
	k) Macrocomputers (mainframes)
	l) Large printers
	m) Large copiers
	n) Large slot machines
	o) Large medical devices
	p) Large monitoring and control instruments
	q) Large automatic dispensers that provide products and money
	r) Photovoltaic panels
	Subcategory - Other EEE
CATEGORY 5: Small-scale equipment	
	a) Vacuum cleaners
	b) Carpeting cleaning apparatus
	c) Apparatus used in sewing
	d) Fixtures
	e) Microwaves
	f) Ventilation equipment
	g) Irons
	h) Toasters

i) Electric knives
j) Electric coffee makers
k) Watches
l) Electric shavers
m) Scales
n) Hair clippers and other apparatus for the care of the body
o) Pocket calculators
p) Radio equipment
q) Video cameras
r) Video recorders
s) High-fidelity equipment
t) Musical instruments
u) Equipment for reproducing sounds or images
(v) Electrical and electronic toys
w) Sports equipment
x) Computers for cycling, diving, running, rowing, and other sports
y) Smoke detectors
z) Heating regulators
aa) Thermostats
bb) Small electrical and electronic tools
cc) Small medical devices
dd) Small-scale monitoring and control instruments
ee) Small automatic distributors
ff) Small equipment with integrated photovoltaic panels
Subcategory - Other EEE

CATEGORY 6: Small IT and telecommunications equipment (with no external dimension exceeding 50cm)

a) Mobile phones
b) GPS
c) Pocket calculators
d) Routers
e) Personal computers
f) Printers
g) Telephones
h) Printing consumables
Subcategory - Other EEE

- The amounts indicated are subject to VAT at the applicable legal rate
- The amounts indicated may be reduced according to such incentive arrangements as are applicable by Amb3E.