

CONVENIENCE TRANSLATION ONLY !

**Agreement
regarding the distribution of annual surpluses of Stiftung GRS Batterien**

User contract no.

between

Stiftung Gemeinsames Rücknahmesystem Batterien, with its registered office at
Heidenkampsweg 44, 20097 Hamburg, Germany,
acting by its board of management,
(the "Foundation")

and

Address: (the "User")

Hamburg, Date Place
User

GRS Batterien

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Recitals

The User qualifies as a user of the Foundation under the user contract into which he entered. In addition to the user contract, the Foundation and the User agree as follows:

1. Distribution of surpluses at the Foundation's discretion

The profits generated by the Foundation in each financial year after 2005 shall be distributed to participating Users subject to the Foundation notifying the trustee in writing before the end of the relevant financial year ("Distribution"). In this agreement, "surpluses" shall be taken to mean annual surpluses as they would be understood under the German Commercial Code were this agreement not in force. "Participating users" are those Users who were invoiced at the end of the relevant financial year and who entered into an agreement such as this present agreement before the end of the relevant financial year.

2. Distribution payout ratio

The Users shall be paid in the ratio of the amounts invoiced to them in the relevant financial year. In the event that the invoice is not paid, the Distribution shall be withheld until payment is received.

3. Annual deficit in the following year

In the event that the Foundation records a deficit in the year following the relevant year, the Distribution shall be reduced by the amount of that deficit, subject to the Foundation notifying the trustee in writing three months after the end of that following year at the latest. The reduction shall be in the same ratio as the distribution payout in clause 2.

4. Payout due date

The distribution shall be paid in whole or in instalments, and at the latest when the annual surpluses for the following year have been established. The payout shall be made at the Foundation's discretion and only as the Foundation's liquidity and the prognoses for the following financial year allow. Any instalments shall be in the same ratio as the distribution payout in clause 2.

5. Termination

The Foundation and the User may each terminate this agreement by giving written notice to the other party or suspend it in the same manner for one or more of the financial years stipulated in the agreement. Any termination or suspension shall only be valid if made to all Users in the same manner. It shall only take effect in the financial year in which notice is given. In the event that this agreement is terminated, the user contract shall not be affected.