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License Agreement for the use of the Recycles Mark

This agreement (hereinafter "License Agreement") determines the terms and conditions that apply to any party wishing to make use of the Recycles Mark.

1. THE RECYCLES MARKS

1.1 This License Agreement relates to the use of the Recycles Marks (as set out in Schedule 1), owned by Metal Packaging Europe G.I.E., Avenue des Arts 41, 1040 Brussels, BELGIUM, registered in the Register of Legal Entities of Brussels under No. 0879.108.030 (hereinafter "MPE").

2. GRANT OF LICENSE

2.1 In consideration of Licensee's acceptance of and compliance with these terms and conditions, MPE herewith grants Licensee and its Affiliates a non-exclusive, non-sublicensable and non-transferable licence to use the Recycles Marks in the European Union in accordance with the terms and conditions of this License Agreement and the Guidelines for Use as set out in Schedule 2.

2.2 Licensee shall procure that any of its Affiliates that use the Recycles Mark comply with this License Agreement and the Guidelines for Use. For the purposes of this License Agreement, "Affiliate" of a party shall mean any subsidiary or holding company of a party and each subsidiary of such holding company.

2.3 The only consideration for this License Agreement is the Licensee's formal acceptance of this license agreement. The licensee owes no license fee.

3. LICENSED USE

3.1 The Recycles Marks are part of a behavior change campaign to help consumers better understand the key role they have to play in



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keeping metal in the material loop by recycling their empty (metal) packaging or other metal products. The Recycles Marks aim to communicate to the consumer the intrinsic recycling benefits derived from the permanent properties of metal. Licensee shall not use the Recycles Marks other than for this genuine purpose.

- 3.2 Licensee will use the Recycles Marks in accordance with the Guidelines for On-Pack and Off-Pack Use (as attached hereto in Annex B) and will use the Recycles Marks only in a manner that shall not infringe the rights of or restrict or inhibit any third party.
- 3.3 The Recycles Marks may be copied or downloaded for use on metal packaging or other metal products that are marketed under Licensee's own brand. Licensee is not permitted to sublicense the use of the Recycles Marks, except to subcontractors for the sole purpose of having the Recycles Marks copied or downloaded for use on Licensee's own branded metal packaging or other metal products.
- 3.4 Licensee will provide MPE with any aggregated or other data on estimated volumes of cans manufactured, put on the market, offered for sale or actually sold and featuring the Recycles Marks as reasonably required by MPE and agree that any such data may be used by MPE in order to analyse and promote the use of the Recycles Marks.
- 3.5 Licensee may not adapt, alter or create any derivative work from the Recycles Marks without express written permission from MPE.
- 3.6 Licensee will not publish or have published any information that is not supplied to it by MPE in connection with the Recycles Marks or the use thereof without the prior written consent of MPE, such consent not to be unreasonably withheld.
- 3.7 The Recycles Marks, any derivatives of the Recycles Marks and the Guidelines for Use are the property of MPE and are protected pursuant to copyright and trademark laws and may not be reproduced, republished or otherwise used except in accordance with the terms of this License Agreement.



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4. SANCTIONS AND INDEMNITIES

- 4.1 Any use of the Recycles Marks not in accordance with this License Agreement or with the Guidelines for Use will be considered to be unauthorised and shall entitle MPE to terminate this License Agreement in accordance with Clause 7.
- 4.2 Should Licensee fail to comply with this License Agreement or the Guidelines for Use, MPE will have the right to request Licensee to remedy such failure within twenty-eight calendar days (or such other time period as may be required by MPE). If the failure is not remedied within the agreed time frame or is incapable of remedy, then MPE reserves the right to terminate this License Agreement in accordance with Clause 7 of this License Agreement.
- 4.3 Notwithstanding the above, MPE reserves the right to terminate this License Agreement with immediate effect and after giving written notice in case of material or persistent breaches of this License Agreement.
- 4.4 Licensee agrees to indemnify MPE against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceedings or demand that may be brought, made or prosecuted against MPE by any person arising out of or as a consequences of any misuse of the Recycles Marks attributable to the Licensee (including its officers, employees, agents, subcontractors and Affiliates) or any unlawful or negligent act or omission attributable to Licensee (including its officers, employees, agents, subcontractors and Affiliates) in any way connected with the use of the Recycles Marks
- 4.5 The above indicated indemnity extends to and includes all costs, damages and expenses reasonably incurred by MPE in defending any action, proceedings, claim or demands.

5. INFRINGEMENT OF THE RECYCLES MARKS

- 5.1 Licensee will notify MPE of any possible or potential infringement of the Recycles Marks by any third party and MPE will then decide, at its own discretion, whether or not to start proceedings for infringement of the Recycles Marks. Licensee may bring proceedings for



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infringement of the Recycles Marks only if MPE has explicitly consented thereto in writing.

- 5.2 MPE shall be entitled to claim compensation on behalf of Licensee if the latter has sustained damage in consequence of unauthorized use of the Recycles Marks and if Licensee notifies MPE within 7 days after becoming aware of the circumstances giving rise to the damage. Notwithstanding the above, Licensee shall, for the purpose of obtaining compensation for damage suffered by it, be entitled to intervene in infringement proceedings brought by MPE.

6. LIABILITY

- 6.1 MPE represents and warrants that (i) it owns all right, title and interest in and to the Recycles Marks and it has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to clause 2 above, (ii) to its reasonably best knowledge, no Third Party (being a person other than Licensee or its Affiliates) has any conflicting rights or claims on the Recycles Marks, significantly invalidating Licensee's rights as embodied in this License Agreement, (ii) to its reasonably best knowledge, it has not received notice nor is aware of any infringement claim or conflict with rights asserted by Third Parties in respect of the Recycles Marks.
- 6.2 The above clause 6.1 shall constitute MPE's sole and exclusive warranties. MPE makes no other representations and extends no other warranties of any kind, whether express or implied, and is in no event responsible or liable for any other features of the Recycles Marks or the goods and services covered by the Recycles Marks, including without limitation in relation to their merchantability, fitness for a particular purpose, trustworthiness, quality, industrial exploitability, serviceability, or for the supposed purpose or any other purpose of the Recycles Marks or the goods and services covered by the Recycles Marks.
- 6.3 MPE does not warrant that information provided by it will be error free. Licensee must satisfy itself of the accuracy of all information provided prior to relying upon it.



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- 6.4 Nothing in this License Agreement shall operate or be construed so as to exclude or restrict the liability of any party for death or personal injury caused by negligence.
- 6.5 Under no circumstances shall MPE be liable for any special indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in contract or on any other basis (including liability in tort) arising out of or in connection with this License Agreement.
- 6.6 Licensee shall not be entitled to make a claim under this License Agreement unless Licensee notifies MPE within 7 days after becoming aware of the circumstances giving rise to the claim.
- 6.7 Subject always to the aforementioned, MPE's liability under this License Agreement or on any other basis shall not exceed €100.

7. TERM AND TERMINATION

- 7.1 This License Agreement is effective as of the date of signing by Licensee and until terminated by MPE in accordance with this Clause 7.
- 7.2 This License Agreement may be terminated by MPE with immediate effect giving written notice to Licensee if Licensee has materially or persistently breached the terms of this License Agreement. Without limitation to other breach events, any breach of the above clause 3 or of the Guidelines for Use shall be considered a material breach of this License Agreement.
- 7.3 Following termination in accordance with the above clause 7.2, and within such reasonable period (not exceeding 30 calendar days) as MPE may notify to Licensee in writing, Licensee shall cease to place further packaging on the market that bears the Recycles Marks or any derivatives of the Recycles Marks.
- 7.4 This License Agreement may be terminated by either Licensee or MPE at any time without specific reason giving not less than 180 calendar days' written notice to the other.



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7.5 Following termination of this License Agreement, and subject always to the above clauses 7.2 to 7.4, Licensee shall cease to use the Recycles Marks and shall destroy all materials obtained from MPE and any copies thereof, whether made under the terms of this License Agreement or otherwise.

8. GENERAL PROVISIONS

- 8.1 This License Agreement contains the entire agreement between the parties relating to the subject matter of this License Agreement and supersedes all previous arrangements relating to the use of the Recycles Marks.
- 8.2 MPE reserves the right to change this License Agreement and the Guidelines for Use at any time by providing Licensee with written notice of such change.
- 8.3 In the event that this License Agreement is required to be registered with any governmental authority, Licensee shall cause such registration to be made and shall bear any expenses or taxes payable in respect thereof. MPE will give Licensee all help and sign all required documents necessary to this effect.
- 8.4 Any reference to this License Agreement shall also include its schedules and annexes.
- 8.5 Unless otherwise specified above, none of the rights or obligations under this License Agreement may be assigned, sub-licensed or transferred by you without the prior written consent of MPE.
- 8.6 The invalidity, illegality or unenforceability of any of the provisions of this License Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this License Agreement. In case any one or more of the provisions contained in this License Agreement shall be invalid or unenforceable in any jurisdiction, it shall be replaced with a valid and enforceable provision having as near as may be the same economic effect as intended by MPE.
- 8.7 The failure of either Party to enforce any provision of this License Agreement shall not be construed as a waiver or limitation of that



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Party's right to subsequently enforce and compel strict compliance with every provision of this License Agreement.

- 8.8 Any notice or other document to be served under this License Agreement may be delivered or sent by post to the party to be served as its registered address or at such other address as it may have notified to the other party in accordance with this clause.
- 8.9 This License Agreement shall be deemed to have been made in Belgium, and shall be interpreted under and solely in accordance with the laws of Belgium. Any and all disputes between the Parties hereto, whether or not arising under this License Agreement shall, at the demand of either party, be settled before the competent courts of Brussels.

For Licensee:

Company:

Date:

Name:

Position:

Signature:



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Schedule 1 A: Recycles Marks

EU trade mark registration No. 013108535	
EU trade mark registration No. 013108626	
EU trade mark registration No. 018079102	
EU trade mark registration No. 018079104	



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Schedule 1 B: Derivatives of the Recycles Marks



English



Arabic



Chinese



Czech



Danish



Finnish



French



German



Hungarian



Icelandic



Italian



Polish



Portuguese



Russian



Serbian



Slovak



Spanish



Swedish



Turkish



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Schedule 2 – Guidelines for Use

The applicable Guidelines for Use (being both the On-Pack Guidelines and the Off-Pack Guidelines) will be amended and updated from time to time.

The current version of the Guidelines for Use can be found at www.metalpackagingeurope.org/recyclesmark



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