



Metal
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Europe



License Agreement for the use of the Recycles Marks

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

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, a general partnership under Belgian law with address at 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 a non-exclusive, non-sublicensable and non-transferable licence to use the Recycles Marks in accordance with the terms and conditions of this License Agreement and the Guidelines for Use as referred to in Schedule 4.

2.2 The licence shall be valid only in the Territory (as indicated in Schedule 2) and pertain only to the Recycles Marks as registered in this Territory (as indicated in Schedule 1.1).

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 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.



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- 3.2 Licensee shall make MPE familiar with the nature and the quality of the goods offered by Licensee and on which the Recycles Marks may be reproduced. The characteristics of these goods will be shared with MPE and approved by the latter on a case-by-case basis with such approval not to be unreasonably withheld, conditioned, or delayed.
- 3.3 Licensee will use the Recycles Marks in accordance with the Guidelines for On-Pack and Off-Pack Use (as referred to in Schedule 4) and will not use the Recycles Marks in a manner that would violate the rights of a Third Party (being a person other than Licensee or its Affiliates) in another mark, whether or not due to the combined use of the Recycles Marks with a mark which together could infringe that Third Party's rights.
- 3.4 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.
- 3.5 Notwithstanding the above, Licensee shall be entitled to sublicense its rights under this License Agreement to (i) its Affiliates or to (ii) subcontractors for the sole purpose of having the Recycles Marks copied or downloaded for use on Licensee's or its Affiliates' own branded metal packaging or other metal products. Licensee shall procure that any of its Affiliates, its contractors, subcontractors or its Affiliates' subcontractors that use the Recycles Marks 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 parent company of a party and each subsidiary of such parent company.
- 3.6 Upon reasonable request, Licensee will provide MPE with an estimate of the number of cans manufactured or put on the market and featuring the Recycles Marks and with suitable specimens of use of the Recycles Marks enabling MPE to evidence the use of the Recycles Marks in order to retain its rights on the Recycles Marks. Licensee agrees that MPE may also use this data (only aggregated with data from other licencees and on a fully-anonymized basis) and Licensee's name to analyse and promote the use of the Recycles Marks.
- 3.7 Licensee may not use, adapt, alter or create any derivative work of the Recycles Marks, other than the Derivatives of the Recycles Marks (as set out in Schedule 3), without express written permission from MPE.



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- 3.8 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, conditioned, or delayed.
- 3.9 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.

4. INFRINGEMENT OF THE RECYCLES MARKS

- 4.1 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 infringement of the Recycles Marks only if MPE has explicitly consented thereto in writing.
- 4.2 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 60 calendar 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.

5. SANCTIONS AND INDEMNITIES

- 5.1 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 of this License Agreement.
- 5.2 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 sixty calendar days (or such other reasonable 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



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right to terminate this License Agreement in accordance with clause 7 of this License Agreement.

- 5.3 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 use of the Recycles Marks not in accordance with this License Agreement or the Guidelines for Use 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.
- 5.4 The above indicated indemnity extends to and includes all costs, direct damages and expenses reasonably incurred by MPE in defending any action, proceedings, claim or demands.

6. LIABILITY

- 6.1 MPE represents and warrants that, at the time of concluding this License Agreement,
- (i) it owns all right, title and interest in and to the Recycles Marks registered as per Schedule 1.1;
 - (ii) it has the legal right to grant the rights it purports to grant and to convey the rights it purports to convey pursuant to clause 2 above;
 - (iii) it has not received notice from a Third Party regarding any infringement claim or conflict with rights asserted by such Third Party in respect of the Recycles Marks registered as per Schedule 1.1.
- 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.



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- 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.
- 6.4 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.
- 6.5 Licensee shall not be entitled to make a claim under this License Agreement unless Licensee notifies MPE within 30 calendar days after becoming aware of the circumstances giving rise to the claim.
- 6.6 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 or Licensee in accordance with this clause 7.
- 7.2 This License Agreement may be terminated by MPE with immediate effect 30 calendar days after giving written notice to Licensee if Licensee has materially or persistently breached the terms of this License Agreement and fails to cure such breach(es) after receiving such written notice. Without limitation to other breach events, any breach of the above clauses 2 or 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 60 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 and shall destroy its remaining stock of products featuring 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 and during which notice period Licensee shall



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use reasonable effort to sell expeditiously the remaining stock of products featuring the Recycles Marks or any derivatives of the Recycles Marks and legitimately produced under this License Agreement prior to the notification of termination by either Licensee or MPE.

- 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 or any derivatives of the Recycles Marks and shall return to MPE all documentation regarding the Recycles Marks or any derivatives of the Recycles Marks obtained from MPE and any copies thereof, whether made under the terms of this License Agreement or otherwise.

8. CONFIDENTIALITY

- 8.1 The parties shall treat all documents, data, materials and information provided by the other party as confidential (hereinafter "Confidential Information"), and under no circumstances shall this Confidential Information be disclosed to any Third Party or used for any purpose other than for the fulfilment of this License Agreement, except if such information:

- is or becomes part of the public domain through no act or omission by the other party;
- was already known by the other party before disclosure to it by the disclosing party;
- is or becomes in the unrestricted possession of the other party through an authorized disclosure by a Third Party;
- is required to be disclosed for accounting, legal or financial activities or obligations of a party.

- 8.2 If a party is legally required to submit or disclose the Confidential Information of the other party to a competent authority, judge or court, the summoned party shall notify the other Party in advance in writing, without undue delay (if permitted by law) so that the other party may protect its rights accordingly and in accordance with the applicable regulations.



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9. CHANGES AND UPDATES

- 9.1 MPE reserves the right to change or update this License Agreement, its schedules and the Guidelines for Use at any time by providing Licensee with written notice of such change/update.
- 9.2 Unless specified otherwise by MPE in its written notice to Licensee, any changes or updates to this License Agreement, its schedules and the Guidelines for Use will come into effect 30 calendar days after such written notice.
- 9.3 Should Licensee be in a position in which it cannot accept a change of the terms of this License Agreement, it shall notify MPE of the same and the parties will then consult with each other, either directly or through appointed representatives, so as to resolve the matter and agree on a different amendment of the License Agreement. For the avoidance of doubt, this clause shall not apply in case of a change/update to Schedule 1.
- 9.4 Licensee may at all times request a change to Schedule 2 of this License Agreement by sending a written request to MPE in accordance with clause 10.8 of this License Agreement. MPE will respond to this request by providing a written notice to Licensee within 60 calendar days from receipt of the request thereby indicating whether or not it consents to the change, such consent not to be unreasonably withheld. If approved, the change will come into effect 30 calendar days after such written notice.

10. GENERAL PROVISIONS

- 10.1 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.
- 10.2 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.
- 10.3 Unless specified otherwise in this License Agreement, any reference to this License Agreement shall also include its schedules and annexes.



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- 10.4 Unless otherwise specified above, none of the rights or obligations under this License Agreement may be assigned, sub-licensed or transferred by Licensee without the prior written consent of MPE.
- 10.5 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.
- 10.6 The failure of either Party to enforce any provision of this License Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this License Agreement.
- 10.7 The parties acknowledge and agree that the performance of this License Agreement does not require personal data to be processed.
- 10.8 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.
- 10.9 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, Belgium. If however the Territory is limited to one country or jurisdiction, this License Agreement shall be interpreted in accordance with the laws of the Territory and 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 the Territory.



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Schedule 1: Recycles Marks

The following list will be updated from time to time in accordance with clauses 9.1 and 9.2 of this License Agreement.

1.1 Recycles Marks registered:

| Country/ jurisdiction | Application/ Registration No. | Mark | Classes | Status |
|--------------------------|--|------|------------------|------------|
| Australia | International Registration No. 1541208 | | 6 | Registered |
| Benelux | BX trade mark registration No. 1415345 | | 6, 21, 35, 41 | Registered |
| European Union | EU trade mark registration No. 013108626 | | 6, 21, 41 | Registered |
| European Union | EU trade mark registration No. 013108535 | | 6, 21, 41 | Registered |
| European Union | EU trade mark registration No. 018079102 | | 35 | Registered |
| European Union | EU trade mark registration No. 018079104 | | 6, 21, 35, 41 | Registered |
| Hong Kong | HK trade mark registration No. 305254858 | | 6 | Registered |
| Israel | International Registration No. 1541208 | | 6 | Registered |
| Kuwait | KW trade mark registration No. KW1619815 | | 6 | Registered |



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| Peru | PE trade mark registration No. 011591-2020 | | 6 | Registered |
| Philippines | International Registration No. 1541208 | | 6 | Registered |
| Republic of Serbia | International Registration No. 1541208 | | 6, 21, 35, 41 | Registered |
| Russia | International Registration No. 1541208 | | 6, 21, 35, 41 | Registered |
| Singapore | International Registration No. 1541208 | | 6 | Registered |
| Syria | International Registration No. 1541208 | | 6 | Registered |
| Turkey | International Registration No. 1541208 | | 6, 21, 35, 41 | Registered |
| United Arab Emirates | UAE trade mark registration No. 329157 | | 6 | Registered |
| United Kingdom | UK trade mark registration No. UK0091310862 6 | | 6, 21, 41 | Registered |
| United Kingdom | UK trade mark registration No. UK0091310853 5 | | 6, 21, 41 | Registered |
| United Kingdom | UK trade mark registration No. UK0091807910 2 | | 35 | Registered |
| United Kingdom | UK trade mark registration No. UK0091807910 4 | | 6, 21, 35, 41 | Registered |






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1.2 Recycles Marks pending application:

| | | | | |
|--------------------------|--|---|---------------|---------------------|
| United States of America | US trade mark application No. 88879177 |  | 6, 21, 35, 41 | Application pending |
| Afghanistan | International Registration No. 1541208 |  | 6, 21, 35, 41 | Application pending |
| Algeria | International Registration No. 1541208 |  | 6, 21, 35, 41 | Application pending |
| Bahrein | International Registration No. 1541208 |  | 6 | Application pending |
| Brazil | International Registration No. 1541208 |  | 6 | Application pending |
| Cambodia | International Registration No. 1541208 |  | 6 | Application pending |
| Canada | International Registration No. 1541208 |  | 6, 21, 35, 41 | Application pending |
| China | International Registration No. 1541208 |  | 6, 35, 41 | Application pending |
| Egypte | International Registration No. 1541208 |  | 6, 21, 35, 41 | Application pending |
| Ghana | International Registration No. 1541208 |  | 6 | Application pending |
| Indonesia | International Registration No. 1541208 |  | 6 | Application pending |
| India | International Registration No. 1541208 |  | 6 | Application pending |



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| Iran | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| Iceland | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| Japan | International Registration No. 1541208 | | 6 | Application pending |
| Malaysia | International Registration No. 1541208 | | 6 | Application pending |
| Mexico | International Registration No. 1541208 | | 6 | Application pending |
| Morocco | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| New Zealand | International Registration No. 1541208 | | 6 | Application pending |
| Norway | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| OAPI | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| Oman | International Registration No. 1541208 | | 6 | Application pending |
| Republic of Korea | International Registration No. 1541208 | | 6 | Application pending |
| Switzerland | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| Tunisia | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |
| Ukraine | International Registration No. 1541208 | | 6, 21, 35, 41 | Application pending |

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|--------------|---|---|------------------|------------------------|
| Vietnam | International Registration No. 1541208 |  | 6, 21, 35, 41 | Application pending |
| Argentina | AR trade mark application No. 3.898.238 |  | 6 | Application pending |
| Ecuador | EC trade mark application No. SENADI-2020- 26415 |  | 6 | Application pending |
| Guatemala | GT trade mark application No. 2020-003109 |  | 6 | Application pending |
| Iraq | IQ trade mark application No. 2099 |  | 6 | Application pending |
| Jordan | JO trade mark application No. JO/T/1/155897 |  | 6 | Application pending |
| Lebanon | LB trade mark application No. 197962 |  | 6 | Application pending |
| Saudi Arabia | SA trade mark application No. 234433 |  | 6 | Application pending |
| Taiwan | TW trade mark application No. 109035657 |  | 6 | Application pending |
| Yemen | YE trade mark application No. 96939 |  | 6 | Application pending |
| South Africa | ZA trade mark application No. 2020/10140 |  | 6 | Application pending |



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Schedule 2: Territory

Please check the appropriate box(es):

- "Territory" shall mean the following country/countries and jurisdictions where the Recycles Marks are registered as per Schedule 1.1:

[List of countries/jurisdictions]

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- "Territory" shall mean the following country/countries and jurisdictions where the Recycles Marks are registered as per Schedule 1.1 as well as automatically extending to the following countries and jurisdictions in which MPE subsequently obtains trademark registration for the Recycles Marks at any time during the term of this License Agreement as reported to Licensee through an update of Schedule 1.

[List of countries/jurisdictions]

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
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| _____ | _____ | _____ |
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- "Territory" shall mean all countries and jurisdictions where the Recycles Marks are registered as per Schedule 1.1, as well as automatically extending to all countries and jurisdictions in which MPE subsequently obtains trademark registration for the Recycles Marks at any time during the term of this License Agreement as reported to Licensee through an update of Schedule 1.



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Schedule 3: 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 4 – 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 in accordance with clauses 9.1 and 9.2 of this License Agreement.

The current version of the Guidelines for Use can be found at <https://brand.metalrecyclesforever.eu/logo-guidelines/>



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