

RECYCLED PLASTIC RATING TRADEMARK LICENSE AGREEMENT

BETWEEN

(1) THE ECO TURTLE C.I.C., registered in Acre House, 11/15 William Road, London, United Kingdom, NW1 3ER and registered with the company number 07896994
“Licensor”

(2) (CLIENT COMPANY NAME, ADDRESS AND CRN)
“Licensee”

The Licensor and the Licensee are hereinafter also jointly referred to as “the **Parties**”.
The Parties wish to enter into this trademark License Agreement (the **Agreement**).

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Intellectual Property

- 1.1. For this Agreement, the ‘Contract Trademark’ means the Recycled Plastic Rating trust mark which is identified in Annex A.
- 1.2. The Licensor is the owner of the Contract Trademark.

2. Grant of License

- 2.1. The Licensee is granted a non-exclusive, non-transferable, limited-use license of the Contract Trademark (the ‘Licence’).
- 2.2. The Licence is granted without territorial restrictions.
- 2.3. The License is granted with the following restrictions:
 - 2.3.1. The Contract Trademark must keep its format and design, but not necessarily the colour, size, etc.
- 2.4. Copyright, title, intellectual property rights and distribution rights of the Contract Trademark remain exclusively with the Licensor.
- 2.5. The Licensee shall only use the Contract Trademark in a manner consistent with high quality standard and presentation.
 - 2.5.1. The Licensee shall not use the Contract Trademark in any manner which would affect the validity of the Contract Trademark or otherwise damage the goodwill or reputation of the Contract Trademark.

3. Sublicence

3.1. The Licensee shall not be entitled to grant a sublicense to third parties or to transfer the Contract Trademarks rights.

4. Term of Agreement

4.1. The term of this Agreement (the 'Term') will begin on the date of the Agreement and will remain in full force and is entered into for a fixed term of one (1) year.

4.2. The right of both Parties to terminate this Agreement without notice remain unaffected thereby. Good cause for termination without notice shall particularly exist:

4.2.1. In case of actions by Licensee which can considerably damage the reputation of the Licensor, and

4.2.1.1. In the event of the Licensee's insolvency.

4.3. Any notice of termination must be given in writing with a (60) sixty day notice provided.

4.3.1. The Licensee shall ensure that any and all uses of the Contract Trademark shall be removed upon the termination of the License and the Agreement.

5. Fees

5.1. For the Licence the Licensee will pay a fixed Application Fee to the Licensor of (£750) seven hundred fifty pounds.

5.1.1. The Application Fee does not include Value Added Tax (VAT). Any Value Added Tax required will be charged to the Licensee in addition to the Application Fee.

5.2. For the Licence the Licensee will play a Certification Fee, scalar reduction per SKU, payment to the Licensor of (£100) one hundred pounds for (1) one SKU; (£20) twenty pounds for (10) ten SKUs; (£4) four pounds for (100) one hundred SKUs; (£2) two pounds for (500) five hundred or more SKUs.

5.2.1. The Certification Fee does not include Value Added Tax (VAT). Any Value Added Tax required will be charged to the Licensee in addition to the Certification Fee.

5.3. If the Licensee makes any changes to the post-consumer recycled materials used in their product the Licensee will be subject to pay a Revision Fee, scalar reduction per SKU, payment to the Licensor of (£50) fifty pounds for (1) SKU; (£10) ten pounds for

(10) ten SKUs; (£2) two pounds for (100) one hundred SKUs; (£1) one pound for (500) five hundred or more SKUs.

5.4. For the License the Licensee will pay a fixed Annual Renewal Fee to the Licensor of (£500) five hundred pounds.

5.4.1. The Annual Renewal Fee does not include Value Added Tax (VAT). Any Value Added Tax required will be charged to the Licensee in addition to the Annual Renewal Fee.

5.5. For the Licence the Licensee will play a fixed payment to the Licensor of (0.01p) one tenth of one pence per unit sold containing the Contract Trademark.

5.6. All Fees are subject to change.

6. Payment Conditions

6.1. The Licensee will pay the Licensor the Application Fee at the time of the application.

6.2. The Licensee will pay the Licensor the Annual Renewal Fee once per annum on or up to (15) days after the Licensee application payment anniversary.

6.3. The Licensee will pay the Licensor the Certification Fee up to (15) fifteen days after receiving the invoice.

6.4. The Licensee will pay the Licensor the Revision Fee up to (15) fifteen days after receiving the invoice.

6.5. The Licensee will pay the Licensor the per unit sold fee up to (15) fifteen days after receiving the invoice.

6.6. Failure by the Licensee to pay any and all Fees owed within (60) sixty days of the due date will result in the termination of the License and of the Agreement between the Parties.

7. Confidentiality

7.1. The Parties will only use Confidential Information to preform its obligations under the Agreement and will not cause or allow the information to be disclosed expect:

7.1.1. where required by law, court order or any governmental or regulatory body;

7.1.2. to any of its employees, officers, sub-contractors, representatives, or advisors who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for the purpose;

7.1.3. where the information has become generally available or known on a non-confidential basis before being disclosed under the Agreement;

7.1.4. where the information was developed independently of the Agreement and is received by persons who are not the Parties.

8. Final Provisions

- 8.1. Changes and amendments to this Agreement must be made in writing to be valid. This also applies in the event of derivation from this requirement of written form.
- 8.2. Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement. In this event, the Parties shall be obliged to replace the invalid provision by a valid provision which most approximates the economic purpose of the invalid provision. The same applies in case of a gap.
- 8.3. This Agreement shall be governed by and constructed in accordance with English laws and the Parties submit to the exclusive jurisdiction of the English Courts regarding any dispute or claim arising under this agreement.
- 8.4. The Licensee shall be responsible for compliance with all applicable laws in different countries and shall produce that also third parties engaged by the Licensee comply with all applicable laws. The Licensee shall promptly notify the Licensor if any legal problems should arise which might preclude the production or distribution of the Contract Product under the Contract Trademark or be adverse to other production rules relevant to quality under this Agreement.

Annex A Contract Trademark

Date of Register: 12/03/2021

Class 42

Trademark number: UK00003551785

Country of Incorporation: United Kingdom

Owner: Delphis Environmental Limited (06131833) and Eco Turtle C.I.C. (07896994)



IN WITNESS WHEREOF, the Parties have duly affixed their signatures:

ECO TURTLE C.I.C.

(CLIENT COMPANY NAME)

Date

Date

Signature

Signature

Name

Name

Title

Title