

GREEN DOT NORTH AMERICA USER AGREEMENT

THIS AGREEMENT (“Agreement”) is made on _____

BETWEEN:

(1) Green Dot North America the registered office of which is at 601 – 26 Wellington Street East, Toronto, Ontario, M5E 1S2, and the fax number of which is 416-594-3463

and

(“the Licensor” or “Green Dot North America”);

(2) whose registered office is at _____

whose facsimile number is _____

(“the User”).

WHEREAS:

- (A) The Licensor is authorized by Der Grüne Punkt-Duales System Deutschland AG and Packaging Recovery Organization Europe s. p. r. l. (collectively “PRO EUROPE”) to licence the use of the Trade Mark described in Schedule “A” to this Agreement within the Territory.
- (B) The Licensor has agreed to grant to the User a non-exclusive right to use the Trade Mark and the User has agreed to use the Trade Mark upon and subject to the terms and conditions herein.
- (C) The User places goods upon the market inside and outside the Territory where the Trade Mark may be used to represent the payment of a fee for the recycling and recovery of packaging waste.

IT IS AGREED as follows:

1. DEFINITIONS

(1) In this Agreement:

"Agreement" means this agreement;

"Authorized Packaging" means any packaging of the Licensee that carries the Trade Mark;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open in Toronto for normal business;

"Green Dot User Agreement" means an agreement between the Licensor and another party having terms substantially the same as this agreement;

"Standards of Use" means the requirements and stipulations imposed by the Licensor from time to time upon the use of the Trade Mark on Authorized Packaging;

"Subsidiary" has the same meaning as in section 1(6) of the Business Corporations Act (*Ontario*);

"Territory" means Canada, the United States and Mexico;

"Trade Mark" means the North American registered Trade Mark details of which are set out in Schedule "A"; and

"Year" means the calendar year running from 1st January to the 31st December.

(2) Words importing the singular shall include the plural, and vice versa; words denoting persons shall include bodies' corporate and unincorporated associations of persons and vice versa.

(3) The headings in the Agreement do not affect its interpretation.

(4) Any reference to law is a reference to that law as amended or re-enacted.

(5) The Schedules to this Agreement form part of it.

2. GRANT OF RIGHTS

(1) In return for and on receipt of the payment of the fee provided hereunder the Licensor hereby grants to the User the right to use the Trade Mark in accordance with terms and conditions of this Agreement by displaying them upon the Authorized Packaging placed on the market within the Territory only by or on behalf of the User, or

by any entity licensed to manufacture, sell or distribute User's products within the Territory.

(2) The payment of the fee in clause 5 by the User shall be conclusive evidence of the User's agreement to be bound by the terms and conditions of the Agreement.

3. USE OF TRADE MARK

(1) The User shall comply with the Licensor's reasonable instructions from time to time as to the form and manner in which the Trade Mark shall be displayed on the Authorized Packaging.

(2) The User will ensure that the Trade Mark are not used in a way that implies any meaning to the use of the Trade Mark within the Territory other than that the Trade Mark represents the payment of a licence fee to the Licensor.

(3) The User covenants during the term of the Agreement not to file any application to register the Trade Mark or any of them as trade or service marks anywhere in the world and shall not assert any rights acquired by using the Trade Mark against the Licensor, or the owner of the Trade Mark.

(4) User's products distributed in Authorized Packaging within the Territory shall be consistent with the standards the public audience has become familiar with when exposed to User's products, and shall not violate any applicable laws or third-party rights.

(5) User will maintain the current quality standards of its products distributed in Authorized Packaging throughout the term of this Agreement.

4. USE OF OTHER TRADE MARK

(1) The User shall not use upon or in connection with or in relation to any goods or services any name, including "Green Dot", or a design resembling the design in Schedule A so as likely to cause deception or confusion.

5. PAYMENTS BY USER TO LICENSOR

(1) As consideration for the rights granted by the Licensor, the User will pay \$1,250.00 (U.S. funds) to the Licensor on execution of this Agreement.

6. USER NOT SOLE USER

(1) Nothing in the Agreement gives the User the right to be the sole or exclusive sublicensee user of the Trade Mark or restrict the right of the Licensor or the owner of the Trade Mark to grant rights to use the Trade Mark to others.

7. INFRINGEMENT

(1) The User shall promptly inform the Licensor of any proceedings involving the validity of, or of any infringement or threatened infringement of the Trade Mark and/or of any unauthorized use of the Trade Mark of which it becomes aware. Should the Licensor take action to prevent such infringement or defend proceedings for revocation, the User shall, at the Licensor's request and expense, render reasonable assistance within its power in connection therewith, which does not involve the incurrence of costs or liability by the User. The Licensor is not bound under the Agreement to take any action against any alleged infringer of the Trade Mark.

8. WARRANTIES AND INDEMNITIES

(1) The Licensor represents the facts stated in Recital A above.

(2) The User agrees that except as set forth in this Agreement, the Licensor is not liable for any claims or damages arising out of use of the licensed Trade Mark and that this license is solely for the use of the licensed Trade Mark for the purposes set out herein. The User agrees to indemnify and keep the Licensor indemnified against any and all actions, proceedings, claims, demands, costs, liabilities, claims under contract and expenses (collectively, "Claims") arising out of or relating to:

(a) any Authorized Packaging (except to the extent of the Trade Mark) or the products contained, manufactured or sold by or on behalf of the User or the unauthorized use of the Trade Mark by User, including without limitation, any product liability claim; and

(b) the failure of the User to comply with the terms and conditions of this Agreement,

provided that User's indemnification obligation is conditioned upon Licensor giving User prompt written notice of any Claims, sole control over the defense and/or settlement of any Claims, and full cooperation in the defense and/or settlement of any Claims.

(3) Nothing in the Agreement or in any license to be granted pursuant hereto shall be construed as a representation or warranty that Trade Mark is valid, or do not infringe any valid and subsisting Trade Mark, service marks or passing off rights not held by the Licensor, provided that Licensor shall indemnify, defend and hold User harmless from and against any Claims arising out of or related to the Trade Mark's actual or alleged infringement of any intellectual property rights of any third party.

9. TERM OF AGREEMENT

(1) Subject to earlier termination, the Agreement shall continue in force for one (1) year from the first day of January, 2012 and ending on the first day of January, 2013; and be renewable from year to year until notice of termination is issued by the User or Licensor whereupon this Agreement shall terminate ninety (90) days after delivery from the User of notice and the fee pro-rated to such date.

10. TERMINATION

(1) Either party may terminate the Agreement *forthwith* by notice in writing to the other party upon the happening of any of the following events:

(a) if the other party commits a breach of any of the obligations on its part to be performed or observed hereunder and in the case of a breach capable of rectification fails to rectify the same within 30 days after notice is given to it identifying the breach and requiring such rectification; or

(b) if the other party is insolvent or if a liquidator, receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets or if any order is made or a resolution passed for winding up (other than a resolution for a members voluntary winding up for the purpose of amalgamation or reconstruction, or if equivalent action is taken or occurs in any other jurisdiction).

(2) The Licensor may terminate or suspend the Agreement *forthwith* by notice in writing to the User if.

(a) the User challenges the validity of any of the Trade Mark; or

(b) the User ceases to use all of the licensed Trade-Marks in the Territory for a continuous period of three (3) months. Such cessation of use of the licensed Trade-Mark shall not result in any liability on the part of the User towards the Licensor.

(3) The Agreement shall terminate automatically without notice should the Licensor cease to have the right to execute other Green Dot User Agreements.

11. NO USE OF TRADE MARK AFTER TERMINATION

(1) On termination of the Agreement the User shall immediately cease to have any right to use the Trade Mark, and will thereafter refrain from using the Trade Mark as soon as commercially reasonable thereafter.

12. ASSIGNMENT

(1) The User shall not assign, sub-licence, transfer, mortgage, charge or part with any of its rights duties or obligations under the Agreement, except to a party if it is controlled by the User, or if the User is controlled by it.

13. GENERAL CONDITIONS

(1) The Agreement and the documents referred to in it contain the whole agreement between the parties relating to the Trade Mark and the Authorized Packaging and supersede all previous agreements between the parties relating to these matters.

(2) All figures stated in the Agreement and the Schedules are exclusive of any applicable taxes.

(3) The termination of the Agreement, howsoever occasioned, shall be without prejudice to any obligations or rights on the part of either party which have accrued prior to such termination and shall not affect or prejudice any provision of the Agreement which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

(4) The failure of the Licensor at any time to enforce any of the terms provisions or conditions of the Agreement or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's right thereafter to enforce the same.

(5) Notwithstanding that any provision of the Agreement may prove to be illegal or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

14. NOTICES

(1) Any notice or other document to be served by the Licensor under the Agreement may be delivered or sent by prepaid first class post or facsimile process to the User to be served as set out on the first page of this Agreement.

(2) Any notice or other document to be served by the User under the Agreement may be sent by e-mail to info@greendot.ca.


(3) Any notice or document shall be deemed to have been served:

- (a) if delivered by e-mail or by hand, at the time of delivery; or
- (b) if posted, at 10.00 am. on the second Business Day after it was put into the mail.; or
- (c) if sent by facsimile process, at the expiration of 2 hours after the time of sending, if sent before 3:00 p.m. (local time at the place of destination) on any Business Day, and in any other case at 10:00 a.m. (local time at the place of destination) on the next Business Day after the date of sending provided, however that the sending party have confirmation of successful transmission of the facsimile.

(4) The parties may from time to time agree in writing to other mechanisms of communicating such notices and documents (provided always that they entail no additional cost to the parties).

GOVERNING LAW

(1) The Agreement is governed by and shall be construed in accordance with Canadian law.

Signed for and on behalf of Green Dot North America: 
Gord Day, Director
Signed for and on behalf of
Print Name:

Schedule “A”

Particulars of Licensed Trade Marks Design

This shape preferably in light and dark green or black and white. No deviations, alterations, additions or amendments.



Canada Registration

Registered Trademarks:

Trademark	Class	Type	Filing Date	Registration Date	Application Nos.	Next Renewal
Der Grüne Punkt	1 inclusive to 42	Official mark	01.06.1999	07.02.2001	911037	Not applicable
	All wares all services	device	24.01.1997	07.05.1997	909231 Section 9 (n) iii	Not applicable
Trademark	Class	Type	Filing Date	Registration Date	Registration Nos.	Next Renewal
Der Grüne Punkt	35, 39, 42	device	24.10.1994	01.09.1995	447166	01-Sept-2010
	36, 39, 40	word-device	24.10.1994	01.09.1995	447167	01-Sept-2010
	See CIPO database for list		14.02.1992	23.02.1996	454496	2011

USA Registration**Registered Trademarks:**

Trademark	Class	Trademark Status	Filing Date	Registration Date	Registration No.	Next Renewal
Der Grüne Punkt	2, 3, 8, 9, 11, 16, 20, 21, 24, 25, 29, 30, 32	Renewed	20-March-1995	05-Nov-1996	2.013.156	05-Nov-2016
	35, 36, 39, 40, 42	Registered	03-July-2007	20-Jan-2009	3.563.085	20-Jan-2019
	11, 14, 20, 28, 33	Registered	27-Dec-1995	22-Dec-1998	2.212.057	22-Dec-2018

Mexico Registration**Registered Trademarks:**

Trademark	Class	Trademark Status	Filing Date	Registration Date	Registration No.	Next Renewal-Date
Der Grüne Punkt	1	All Classes: Renewed	04.10.1995	31.01.1996	516203	All Classes: 04.10.2015
	2			30.11.1995	511980	
	3			24.11.1996	510151	
	4			26.01.1996	514991	
	5			11.12.1995	512586	
	6			26.03.1996	519541	
	7			26.01.1996	514990	
	8			23.09.1996	531466	
	9			30.09.1998	588661	
	10			30.11.1995	511979	
	11			30.11.1995	511978	
	12			26.01.1996	514989	
	13			28.11.1995	511026	
	14			12.02.1996	516637	
	15			28.11.1995	511025	
	16			22.11.1996	536451	
	Der Grüne Punkt			17	24.11.1995	
18				26.01.1999	598073	
19				28.11.1995	511024	
20				30.11.1995	511023	
21				28.11.1995	511022	
22				30.11.1997	511977	
23				28.11.1995	511021	
24				27.11.1995	510690	
25				30.09.1998	588660	
26				13.12.1995	513002	
27				28.11.1995	511020	
28				30.11.1995	511976	
29				29.01.1996	515348	
30				29.11.1995	511600	
31				30.11.1995	511975	
32				30.11.1995	511974	
33				09.02.1996	516514	
34				28.11.1995	511019	

Trademark	Class	Trademark Status	Filing Date	Registration Date	Registration No.	Next Renewal-Date
	35			22.09.1997	558313	
	39			28.11.1995	511018	
	40			29.11.1995	511599	
	42			26.06.1998	579168	