Trademark License Agreement

This Trademark License Agreement (**"Agreement"**), effective as of [DATE] _____ (**"Effective Date"**), is by and between **TerraCycle, Inc.**, a Delaware corporation (**"Licensor"**) and [LICENSEE NAME] _____, a [LEGAL ENTITY TYPE/LOCATION] _____ (**"Licensee"**) (collectively, the **"Parties"** or each, individually, a **"Party"**).

WHEREAS, Licensor is the owner of the Licensed Marks (as set forth in Exhibit A); and

WHEREAS, Licensee wishes to obtain, and Licensor is willing to grant to Licensee a license to use the Licensed Marks in connection with the Licensed Services (as defined below) in the Territory (as defined below) on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a limited, non-exclusive, non-transferable, non-sublicensable license to use the marks which shall be provided to Licensee by Licensor via Licensor's Ecommerce Communication Guide after execution of this Agreement (**"Licensed Marks"**) solely in connection with the collection the accepted waste to be recycled by or as directed by Licensor (**"Licensed Services"**) . Such license shall be limited to country from which Licensee purchases the box (**"Territory"**). No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Licensor herein.

2. **Use of the Licensed Marks.** All uses of the Licensed Mark by Licensee of the Licensed Marks must meet Licensor's current high-quality standards and shall comply with Licensor's guidelines and toolkit as provided to Licensee, including Licensor's requirements for use of notice symbols and legends.

3. **Ownership of the Licensed Mark.** Licensee acknowledges and agrees that, as between the Parties, (i) Licensor owns and will retain all right, title, and interest in and to the Licensed Marks; and (ii) all quality use by Licensee of the Licensed Mark under this Agreement, and all goodwill accruing therefrom, will inure solely to the benefit of Licensor. Licensee shall not dispute or challenge, or assist any person or entity in disputing or challenging, Licensor's rights in and to the Licensed Marks or the Licensed Marks' validity. Licensor has the sole right, in its discretion and at its expense, to file, prosecute, and maintain all applications and registrations for the Licensed Marks.

4. **Enforcement.** Licensee shall promptly notify Licensor in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Licensed Marks by any third party of which it becomes aware. Licensor has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of, and retain any monetary recovery resulting from, any such action or proceeding (including any settlement). Licensee shall provide Licensor with all assistance that Licensor may reasonably request, at Licensor's expense, in connection with any such action or proceeding.

5. **Confidentiality.** Each Party acknowledges that in connection with this Agreement it may gain access to information that is treated as confidential by the other Party, including information about the other Party's business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (**"Confidential Information"**). Each Party shall not disclose or use any Confidential Information of the other Party for any purpose other than as reasonably necessary to exercise its rights or perform its obligations under this Agreement;

6. **Representations and Warranties.**

(a) Mutual Representations. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Licensor Representations. Licensor represents and warrants that: (i) it is the sole and exclusive owner of all right, title, and interest in and to the Licensed Marks in connection with the Licensed Services in the Territory.

(c) Licensee Representations. Licensee represents and warrants that: (i) it has obtained all approvals, licenses, and certifications necessary to exercise its rights and perform its obligations under this Agreement; and (ii) it is not aware of any actual or alleged violations of applicable law by Licensee relating in any way to the manufacture, promotion, advertising, distribution, or sale of the Licensed Services in the Territory.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED MARK, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED MARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

7. **Indemnification.**

(a) By Licensor. Licensor shall indemnify, defend, and hold harmless Licensee and Licensee's affiliates, officers, directors, employees, agents, successors, and assigns (each, a **"Licensee Indemnified Party"**) against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable attorneys' fees) (**"Losses"**) arising out of or in connection with any third-party claim, suit, action, or proceeding (**"Third-Party Claim"**) relating to: (i) Licensor's breach of this Agreement; or (ii) infringement, dilution, or other violation of any third-party trademark rights resulting from the use of any Licensed Mark by Licensee in accordance with this Agreement.

(b) By Licensee. Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's affiliates, officers, directors, employees, agents, successors, and assigns (each, a "Licensor Indemnified Party") against all Losses arising out of or in connection with any Third-Party Claim relating to: (i) Licensee's breach of this Agreement; or (ii) the manufacture, promotion, advertising, distribution, or sale of the Licensed Products by Licensee, including any product liability claim and any claim of infringement or other violation of any intellectual property rights, except to the extent any such Third-Party Claim relates to the use of any Licensed Mark by Licensee in accordance with this Agreement or otherwise is covered by Licensor's indemnity obligations.

(c) Indemnification Procedure. A Licensee Indemnified Party or Licensor Indemnified Party (each, as applicable, an **"Indemnified Party"**) shall promptly notify the Party from whom it is seeking

indemnification (**"Indemnifying Party"**) in writing of any Third-Party Claim for which it is entitled to indemnification under this Section. The Indemnifying Party shall control the investigation and defense of such Third-Party Claim and shall employ counsel reasonably acceptable to the Indemnified Party to handle and defend such Third-Party Claim, at the Indemnifying Party's expense. The Indemnified Party shall provide all assistance reasonably requested by the Indemnifying Party at the Indemnifying Party's expense. The Indemnifying Party shall not settle any such Third-Party Claim in a manner that adversely affects the rights of the Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party may participate in and observe the proceedings with counsel of its choice at its own cost and expense.

8. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED MARKS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Term and Termination.**

(a) Term. This Agreement is effective as of the Effective Date and will continue in effect until the TerraCycle solution is no longer being offered by Licensee.

(b) Termination. Each Party may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty.

(c) Effect of Termination. Upon the expiration or termination of this Agreement; (i) all rights and licenses granted under this Agreement and all sublicenses granted by Licensee if any will automatically and immediately terminate; (ii) Licensee shall immediately cease all use of the Licensed Marks; and (iii) each Party shall promptly return to the other Party, or at such other Party's option delete or destroy, all relevant records and materials in such Party's possession or control containing such other Party's Confidential Information. Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination. The Parties' rights and obligations set forth in Section 3 (Ownership of the Licensed Mark), 5 (Confidentiality), 6 (Representations and Warranties), 7 (Indemnification), 8 (Limitation of Liability), Section 9(c) (Effect of Termination), and 11 (General Provisions), and any right, obligation, or required performance of the Parties under this Agreement that, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10. **Assignment.** Licensee may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent.

11. **General Provisions.**

(a) Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the sole cost and expense, of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint

venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(c) Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English, and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid) or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as specified in a notice given in accordance with this Section):

If to Licensor: TerraCycle, Inc.
121 New York Avenue
Trenton, NJ. 08638
Daniel Rosen
Vice President & General Counsel
daniel.rosen@terracycle.com

If to Licensee: [LICENSEE ADDRESS]
Email: [EMAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICE]

(d) Entire Agreement. This Agreement, including and together with any related exhibits and schedules, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(e) No Third-Party Beneficiaries. Except for the right of Indemnified Parties to enforce their indemnification rights under Section 7, this Agreement solely benefits the Parties and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate nor render unenforceable such term or provision in any other jurisdiction.

(h) Governing Law. This Agreement and all matters arising out of or relating to this Agreement, will be governed by, and construed in accordance with, the laws of the State of New York, without regard to any choice or conflict of laws provisions thereof.

(i) Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, preliminary or permanent injunction, specific performance, and any other relief that may be available from any court.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

TERRACYCLE, INC.	[LICENSEE]
BY: Daniel Rosen	BY: _____
TITLE: Vice President and General Counsel	TITLE: _____
DATE: _____	DATE: _____