

Terms of Use – Green Dot

In accordance with an Agreement concluded between T.M.I.R. - Manufacturers Recycling Corporation in Israel Ltd. (hereinafter: **T.M.I.R.**) and Packaging Recovery Organization Europe s.p.r.l. (Pro Europe), T.M.I.R. was granted an exclusive license of use of the trademark "Der Grüne Punkt" (Green Dot) registered in Israel (hereinafter: **Trademark**).

The License of Use permits T.M.I.R. to grant licenses of use of the Trademark to manufacturers and importers who engaged in an agreement with T.M.I.R. (hereinafter: **Service Recipients**).

As part of the services provided by T.M.I.R. in accordance with the agreement signed between T.M.I.R. and the Service Recipients (hereinafter: **Agreement**), T.M.I.R. grants the Service Recipients a non-exclusive license of use for the purpose of marking their packages with the Trademark.

In accordance with clause 5.2 of the Agreement, to the extent that the Service Recipient shall choose to mark his packages with the Trademark, the Service Recipient shall act in accordance with the license terms and conditions and the instructions set forth by T.M.I.R., and as follows:

1. T.M.I.R. hereby grants the Service Recipient non-exclusive license of use of the Trademark (hereinafter: License).
2. The use of the Trademark is limited only to marking of packages.
3. The Service Recipient is prohibited from using the Trademark as part of the Service Recipient's trademarks and/or in any manner that may give rise to the impression that the Service Recipient is the owner of the Trademark and/or is licensed to use the Trademark exclusively.
4. The Service Recipient shall mark packages designated to be sold **solely** in the State of Israel. It is hereby clarified that the Service Recipient may not mark with the Trademark packages designated to be sold outside the borders of the State of Israel.

Without derogating from this provision, T.M.I.R. shall not be held liable for any claim and/or damage in connection with marking of packages designated to be sold outside the borders of the State of Israel.

5. The Service Recipient shall be entitled to mark his packages with the Trademark as long as the Agreement is in effect and as long as T.M.I.R. holds the License of Use of the Trademark.

Upon termination of the Agreement for any reason, and/or in the event T.M.I.R. discontinues holding the License of Use of the Trademark, the License shall expire automatically and immediately, and the Service Recipient shall not be entitled to mark his packages with the Trademark; the Service Recipient undertakes to stop marking its packages with the Trademark immediately. The Service Recipient shall raise no claim and/or demand against T.M.I.R. concerning this matter.

6. The License does not grant the Service Recipient any proprietary right or any other right in the Trademark beyond the said in this document. To dispel any doubt it is clarified that the Service Recipient may not grant license to use the Trademark to any other third party, without obtaining T.M.I.R.'s prior and written approval. The Service Recipient **shall not** be entitled to register the License granted to it from T.M.I.R. in any official register.
7. T.M.I.R. does not warrant taking any means (legal or other) in connection with infringement of the Trademark by third parties and/or other Services Recipients. T.M.I.R. shall act concerning this matter at its sole discretion. **It is hereby clarified that the Service Recipient is not authorized to take any measures in respect of infringement of the Trademark.**
8. Without derogating from the said in clause 7 hereinabove, the Service Recipient shall notify T.M.I.R. immediately after having heard about any alleged infringement of the Trademark. It is clarified that breach of this clause shall not constitute grounds for revoking the License as provided in clause 9 hereunder.
9. T.M.I.R. shall be entitled to revoke the License, at its sole discretion, in connection with **any infringement** of the provisions set forth in the Technical Appendix (within its meaning hereunder) and/or these Terms of Use. The Service Recipient

shall raise no demand and/or claim against T.M.I.R. concerning this matter and he hereby waives in advance any claim concerning this matter.

10. T.M.I.R. reserves the right to modify these Terms of Use, add or derogate thereof, at any time, and at its sole discretion (hereinafter: **New Terms of Use**).

In any event of modification as said, T.M.I.R. shall notify the Service Recipient at least 30 days before the said modification or modifications come into effect, and the Service Recipient shall act in accordance with the New Terms of Use.

11. Displaying the Trademark on the packages shall be done in accordance with the said in **Appendix A** of this document (hereinafter: **Technical Appendix**).
12. The Service Recipient shall be held fully and exclusively liable for any outcome deriving from use of the Trademark in contravention of these Terms of Use and/or the Technical Appendix.
13. **A Service Recipient interested to mark his packages with the Trademark shall sign at the bottom of this document and shall deliver the signed document to T.M.I.R. according to T.M.I.R.'s address.**

It is hereby clarified that the Service Recipient may not mark its packages with the Trademark before delivering this signed document to T.M.I.R.

14. The Service Recipient shall not modify this document and terms set forth herein. It is hereby clarified that a signed document delivered to T.M.I.R. in which any modification was implemented, whether in writing or in any other manner, shall not grant the License to the Service Recipient.
15. The signature of the Service Recipient in the margins of this document constitutes final and absolute approval of the Terms of Use and Technical Appendix.

Date

Service Recipient's Signature