



Recharging the planet. Recycling your batteries.™

2016 STANDARD LICENSE AGREEMENT

A1

This License Agreement (“Agreement”) is entered into between the Licensee named on the signature page (“Licensee,” “you,” “your”) and Call2Recycle, Inc., a Delaware nonprofit and nonstock corporation. Call2Recycle’s principal place of business is at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339.

In return for each other’s commitments in this License Agreement, Call2Recycle and Licensee agree as follows:

1. DEFINITIONS.

“*Affiliate*” means an entity that holds the majority of your ownership interests (a “Parent”), your subsidiaries, or another subsidiary of your Parent.

“*Effective Date*” means the first date this License Agreement has been executed on behalf of both Call2Recycle and Licensee.

“*Eligible Cell*” means each rechargeable cell described in Exhibit C. Eligible Cells may or may not be retail-ready finished product and may require additional labeling or packaging to be sold legally at retail.

“*Licensed Battery*” means a rechargeable power unit in which each cell is an Eligible Cell, and which unit is a retail-ready finished product ready for sale into the distribution channel to the end user as either a component of a rechargeable product or as a separate product

“*Call2Recycle Seals*” means the service marks set out in Exhibit B. Call2Recycle has filed these with the United States Patent and Trademark Office, the Registrar of Trademarks in Canada, and other trademark registration authorities in other countries.

“*Call2Recycle Marks*” means the registered trademarks and service marks set out in Exhibit B. Call2Recycle has filed these with the United States Patent and Trademark Office, the Registrar of Trademarks in Canada, and other trademark registration authorities in other countries.

“*Call2Recycle® Program*” means the used rechargeable battery collection program described in Exhibit E, as revised or replaced by Call2Recycle.

2. GRANT OF LICENSE.

In return for your agreement to pay the fees described below, Call2Recycle grants you a worldwide, non-exclusive license to display the variations of the Call2Recycle Seals and Call2Recycle Marks indicated below by the initials of the parties: (1) on Licensed Batteries; (2) on packaging and display materials for

Licensed Batteries (and products containing Licensed Batteries); and (3) in informational, promotional, and display materials relating to Licensed Batteries (and products containing Licensed Batteries).

Under the definition of Licensed Battery set forth in Section 1 of this Agreement, the Call2Recycle Seals and Call2Recycle Marks may only be displayed on products (or the packaging of products) that contain rechargeable power units that are easily removable from such products by the consumer.

This license is further subject to the terms and conditions set forth in Exhibit A. Specifications for the Call2Recycle Seals and Call2Recycle Marks are set forth in Exhibit B. You are only authorized to place the variations of the Call2Recycle Seals and Call2Recycle Marks set out in Exhibit B on Licensed Batteries of the corresponding chemistry (as defined in Exhibit C).

3. LICENSE FEES.

In return for this license, you shall pay license fees to Call2Recycle. These fees will be calculated and paid according to the schedules and methods set out in Exhibit D.

The portion of your license fees equivalent to amounts (other than taxes) assessed against you in a jurisdiction in which Call2Recycle or its affiliate Call2Recycle Canada, Inc. is providing rechargeable battery collection and recycling services under an approved product stewardship plan, and which is paid by Call2Recycle or Call2Recycle to a government or governmentally-approved entity on your behalf, shall be deemed to have been received by Call2Recycle and, where applicable, Call2Recycle as your agent for such purpose.

4. RECYCLING PROGRAMS.

Call2Recycle will implement and manage the Call2Recycle Program described in Exhibit E, and will use reasonable efforts, exercised in good faith, to collect all Licensed Batteries. The Call2Recycle Program does not collect rechargeable products, only the Licensed Batteries

that power such products. By definition in Section 1 of this Agreement, if Licensed Batteries are included as a component of a rechargeable product, they must be easily removable by the consumer from that product.

5. REPORTING REQUIREMENTS.

You must keep accurate and complete records of all Licensed Batteries (including those contained in your products) that you sell in or into the United States of America and Canada, and you must fulfill all reporting requirements set out in Exhibit F. You must also fulfill these reporting requirements for any Affiliates using the Call2Recycle Seals or Call2Recycle Marks pursuant to Section 7.

Call2Recycle will report that you are participating in the Call2Recycle Program to each jurisdiction that requires a battery collection program.

6. MODIFICATIONS.

At its discretion, Call2Recycle may revise the specifications for the Call2Recycle Seals and Call2Recycle Marks set out in Exhibit B. No such revision will become effective until at least one hundred and eighty (180) days after you have received written notice of the change, and it will only be effective for Licensed Batteries manufactured after that 180-day period.

Call2Recycle may revise or replace the Call2Recycle Program and may substitute alternative procedures for the collection of Licensed Batteries. Call2Recycle will not provide notice of minor revisions to the Call2Recycle Program. Call2Recycle will not make major revisions to the Call2Recycle Program, however, without providing you with written notice at least one hundred and twenty (120) days before such changes become effective (except for revisions to the fee schedule).

Unless you agree otherwise, Call2Recycle may revise the fee schedule set out in Exhibit D at most once per year. Call2Recycle will provide written notice to you of any changes to the fee schedule at least ninety (90) days before such revisions become effective. This written notice will include a description of the increased costs and expenses that make such changes necessary.

Call2Recycle will provide written notice to you of any material change in its insurance coverage within sixty (60) days of such a change.

Except for the modifications discussed above, no other modification of this Agreement (or any of its provisions) is valid unless it is in writing and is signed by both parties.

Page 2 of 6

No waiver of any provision of this Agreement is valid unless it is in writing and is signed by the party against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

7. AFFILIATES.

Your Affiliates may also use this license if you agree to ensure their compliance with all of the terms and requirements of this Agreement. You must monitor the use of the Call2Recycle Seals and Call2Recycle Marks by your Affiliates to ensure compliance with the terms and requirements of this Agreement.

8. INSURANCE, COLLECTION RESERVES, AND LIABILITY.

Call2Recycle will maintain general liability and excess liability insurance as set out in Exhibit G in connection with the operation of the Call2Recycle Program. You will be included as an additional insured under each of these policies.

Call2Recycle will establish and hold collection reserves for each of the battery chemistries listed in Exhibit C. These collection reserves are intended to provide for the continued collection and recycling of Licensed Batteries that have not yet entered the waste stream. Call2Recycle will undertake its best efforts to maintain collection reserves that include at least 5% of all License Fees collected by Call2Recycle on Licensed Batteries of the corresponding chemistry. However, each collection reserve may be reduced in connection with the collection and recycling of batteries of the corresponding chemistry, as described above; if the expenses of operating Call2Recycle and the Call2Recycle Program exceed Call2Recycle's cash receipts; or if Call2Recycle incurs liability in connection with the Call2Recycle Program.

Call2Recycle's aggregate liability to all Licensees for each chemistry for the operation of the Call2Recycle Program (including any breach of its obligations under this Agreement) shall not exceed 50% of the collection reserve pertaining to that chemistry plus Call2Recycle's rights to indemnification, contribution, and insurance (including any payments made by Call2Recycle to reduce the liability or potential liability of any Licensee).

Call2Recycle shall not be liable to you for any consequential, exemplary, incidental, or punitive damages,

Last Revised on 02/19/2015

even if Call2Recycle has been advised of the possibility of such damages.

Except as otherwise set forth in this Agreement, each party agrees that it will be responsible for its own independent acts and the results thereof. Each party therefore agrees that, except as otherwise set forth in this Agreement, it will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations. Further, nothing in this section shall bar any legal remedies that you or Call2Recycle may have against each other for failure to fulfill obligations pursuant to this Agreement.

Without limitation of the foregoing, you are hereby informed that authorities in some nations in which the Call2Recycle Program described in Exhibit E is not operated may take the position that a Call2Recycle Seal or Call2Recycle Mark makes a claim of recyclability, recycled content, or the existence or maintenance of a recycling program. The display of the Call2Recycle Seals or Call2Recycle Marks in any such nation is your sole responsibility. Call2Recycle shall not be responsible to you for any claim, fine, damages, or other costs imposed upon you by virtue of such display.

9. DISPUTE RESOLUTION.

If either party disagrees with the amount of any fee paid or alleged to be due, the party will promptly notify the other party in writing of the dispute. The parties will seek to resolve the dispute informally. Any amounts not disputed shall be paid promptly.

If the dispute has not been resolved informally within sixty (60) days after the receipt of written notice, either party may refer the dispute to the American Arbitration Association for arbitration. Any disputes that arise under or relate to this Agreement, and that are not resolved informally, may only be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration will take place in the State of Delaware unless the parties mutually agree on another location. Any judgment upon the award rendered by the arbitrator shall be final and binding and may be entered in any court with jurisdiction.

Nothing in this Agreement limits your right or the right of Call2Recycle to obtain a preliminary injunction against any other party pending the resolution of an arbitrable dispute.

If any arbitration or action is commenced by any party to enforce or interpret the terms of this Agreement, the party finally prevailing in such arbitration or action (after appeal,

Page 3 of 6

if any) shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

10. DURATION AND TERMINATION.

This Agreement will continue for a period of twelve (12) months from the Effective Date, and will be automatically renewed on each anniversary of that date for the same period unless it is terminated.

This Agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least one hundred and eighty (180) days before the date of termination. The Agreement will be terminated ninety (90) days after Call2Recycle receives your written notice if: (1) you wish to terminate the Agreement because of a material change to the Call2Recycle Program; or (2) if Call2Recycle receives your written notice no more than sixty (60) days after you have received written notice from Call2Recycle of a change in the license fee schedule.

Either party may, at its option, terminate this Agreement if: (1) the other party commits a material breach of this Agreement, and that breach is not cured within thirty (30) days after that party has received written notice of the breach (except in the event that the Call2Recycle Program is discontinued); (2) if a proceeding is filed by or against the other party under any chapter of the federal bankruptcy laws; or (3) if a trustee or receiver is appointed for the other party. In these cases, the Agreement will be terminated ten (10) days after the other party receives written notice.

Call2Recycle has the right to terminate this Agreement if any of your Affiliates (as provided in Section 7) violate or fail to comply with any provision of this Agreement. Call2Recycle may also terminate your Affiliates' right to use the Call2Recycle Seals and Call2Recycle Marks. The Agreement will be terminated thirty (30) days after you receive written notice from Call2Recycle, unless you (or your Affiliate) have completely remedied the violation or failure in a manner satisfactory to Call2Recycle before the end of the thirty (30) day period. Call2Recycle is not obligated to notify your Affiliates.

You (and your Affiliates) shall stop the placement of the Call2Recycle Seals and Call2Recycle Marks on Licensed Batteries (and products containing such batteries) no later than six (6) months after this Agreement is terminated. You (and your Affiliates) shall stop the sale of Licensed Batteries bearing the Call2Recycle Seals or Call2Recycle Marks no later than twelve (12) months after you have stopped placing the Call2Recycle Seals and Call2Recycle

Last Revised on 02/19/2015

Marks on Licensed Batteries (unless you received written authorization from Call2Recycle).

If this Agreement is terminated for any reason, you are still obligated to pay to Call2Recycle all fees that were due before termination, as well as any fees that become due after termination if you continue to place the Call2Recycle Seals or Call2Recycle Marks on Licensed Batteries.

If this Agreement is terminated, the provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability, as well as those provisions prohibiting the unauthorized use of the Call2Recycle Seals and Call2Recycle Marks, remain in effect.

11. ASSIGNMENT.

If you provide written notice to Call2Recycle, you may assign or transfer this Agreement and your rights under it to anyone who expressly agrees in writing to be bound by all of its provisions, or who enters into a new agreement with Call2Recycle.

12. UNFORESEEN OCCURRENCES.

Any delay or failure by either party in the material performance of its obligations under this Agreement, except for the payment of fees, shall be excused if and to the extent caused by a cause or causes beyond the reasonable control of the party affected ("Force Majeure"), if prompt written notice of the delay is given to the other party and the party is diligent in attempting to remove such cause or causes. Force Majeure includes acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, and sabotage. If the Force Majeure is not rectified within sixty (60) days of written notice, either party may terminate this Agreement by sending written notice to the other party. This termination of the Agreement will be effective thirty (30) days after such notice.

13. LIMITED AGENCY.

You are not the agent of Call2Recycle for any purpose. Except as set forth in Exhibit H, Call2Recycle is not your agent for any purpose. No Authorized Payment Facilitator is either your agent or the agent of Call2Recycle for any purpose. Nothing in this Agreement shall be interpreted to create such an agency relationship except as provided in the second sentence of this Section.

14. AUTHORITY.

By executing this document, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has authority to bind that entity. In addition, you represent that your execution of this Agreement binds you to enforce the provisions of this Agreement against your Affiliates to the extent they use the Call2Recycle Seals or Call2Recycle Marks.

15. NOTICE.

Any notice required under Sections 9, 10, 11, or 12 must be in writing and delivered by hand, by certified or registered mail with the proper postage and return receipt requested, or by a nationally-recognized overnight delivery service. These notices must be sent to Call2Recycle, Inc., at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, or to you at the address listed on the signature page,

unless either party has provided a new address in writing. All other notices may be sent by any of the methods described above or by E-Mail or facsimile transmission (receipt confirmed).

Notice shall be deemed effective only when it has been received by the intended recipient, or when the intended recipient refuses receipt.

16. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

This Agreement supersedes all documents or arrangements previously concluded by Call2Recycle and Licensee with respect to the subject matter hereof, and evidences the entire agreement of the parties hereto. This Agreement shall be interpreted pursuant to the laws of the State of New York (except that the conflict of laws rules of the State of New York shall not apply) and shall be deemed to have been entered into in the State of New York.

Each party hereto irrevocably consents to the jurisdiction of the courts of the District of Columbia or State of Georgia and of any Federal court located in either in connection with any action arising out of or relating to this Agreement, as well as in connection with any arbitration commenced in accordance with Section 9. In any such action, each party waives personal service of any summons, complaint, or other process and agrees that the service thereof may be made by certified or registered mail directed to the party at its address as set forth herein. Each party also irrevocably waives any objection to the lack of venue of any action arising out of this Agreement in the courts of the District of Columbia or Georgia or of any

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Federal court located in that state, and further irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

In the event that any particular provision of this Agreement is found to be invalid or unenforceable, it is the intent of the parties that the Agreement be construed or reformed to the fullest extent possible so as to conform with the manner in which it was originally intended to operate.

IN WITNESS THEREOF, the parties hereto have executed this Agreement intending to be bound thereby on the latter of the dates set forth below, which shall be considered the effective date of this Agreement.

Call2Recycle, Inc.

By: _____
Printed Name: Gregory E. Broe
Title: V.P. of Finance and Administration
Date: _____

LICENSEE:

Corporate Name: _____
Corporate Address: _____
Telephone: _____

By: _____
Printed Name: _____
Title: _____
Date: _____
E-Mail: _____

Financial Executive
Responsible
for Licensee Fee
Payment:

E-Mail Address: _____
Telephone: _____
Fax Number: _____

Main Contact for Purposes of this
Agreement:

E-Mail Address: _____
Telephone: _____

Name for Advertising:

Please set forth below the name you wish Call2Recycle to use for your company in advertisements or public education efforts by the Call2Recycle Program. Please limit the name to not more than thirty (30) characters and spaces:

The Call2Recycle Battery Recycling Seal artwork is available in both electronic and camera-ready formats. Please indicate the electronic format your company requires:

FILE TYPE: ☐ PC (TIFF File) FILL: ☐ Color
☐ MAC (EPS File) ☐ Black & White
☐ Both ☐ Both

Or list contact information for a representative of your company who can provide this information:

Contact Name: _____
Contact Title: _____
Contact Phone Number: _____
Contact E-Mail: _____

<u>Cell or Battery Type</u>	<u>Initialed on behalf of Call2Recycle</u>	<u>Initialed on behalf of Licensee</u>
Nickel Cadmium (Ni-Cd)		
Lithium Ion (Li-Ion)		
Nickel Metal Hydride (Ni-MH)		
Small Sealed Lead (SSLA/Pb)		

Company Website: _____

Permission to Link
To Licensee's Website: _____
(Initial)

LICENSE AGREEMENT

INDEX OF EXHIBITS

	<u>Page</u>
A. License to Display the Call2Recycle Seals and Call2Recycle Marks.....	2
B. Specifications of the Call2Recycle Seals and Call2Recycle Marks.....	4
C. Eligible Cells.....	6
D. Schedule of License Fees.....	7
Sample Payment Method Notification Form	9
License Fee Reporting Tables.....	10
E. Rechargeable Battery Management Program Outline.....	12
F. Reporting Requirements	13
Sample Product Class Reporting Table.....	15
G. Certificates of Insurance	16
H. Limited Agency Appointment	17

EXHIBIT A

Worldwide, Non-Exclusive License to Display the Call2Recycle Seals and Call2Recycle Marks

In return for your agreement to pay the fees described in this Agreement, Call2Recycle, Inc. grants you a worldwide, non-exclusive license to display the Call2Recycle Seals and Call2Recycle Marks on Licensed Batteries. Specifications for the Call2Recycle Seals and Call2Recycle Marks are set forth in Exhibit B.

The terms and conditions of this License are:

1. You may only use the Call2Recycle Seals and the Call2Recycle Marks for the purposes described in, and in accordance with, this Agreement.
2. You will use all commercially-reasonable efforts, exercised in good faith, to place Call2Recycle Seals on the exterior of all Licensed Batteries you sell (or include in products that you sell) under your brand names in or into the United States of America and Canada.
3. You may not place the Call2Recycle Seals or Call2Recycle Marks on any battery that Call2Recycle has not granted you a license for, or on any product containing such a battery, or in any literature, advertising, or promotional materials for such batteries or products.
4. You may only place the Call2Recycle Seals and Call2Recycle Marks on Licensed Batteries that you produce, or that are produced for you and carry your brand name.
5. You will use reasonable efforts (subject to significant manufacturing, operational, or expense limitations) to display the Call2Recycle Seal on the packaging and display materials for Licensed Batteries (and products containing Licensed Batteries).

Call2Recycle also encourages you to use the Call2Recycle Seals and Call2Recycle Marks in informational, promotional, and display materials relating to Licensed Batteries and products containing Licensed Batteries. In addition, all sellers of your Licensed Batteries (or products containing Licensed Batteries) may display the Call2Recycle Seals and Call2Recycle Marks in literature, advertising, and promotional materials for such batteries and products.
6. Call2Recycle has the right to require you to discontinue all uses of the Call2Recycle Seals and Call2Recycle Marks that do not meet the specifications set forth in Exhibit B.
7. Call2Recycle retains all rights in the Call2Recycle Seals and Call2Recycle Marks that are not specifically granted in this Agreement.
8. You will notify Call2Recycle promptly if you inadvertently fail to place the RBRC Seal on any of your Licensed Batteries.
9. You acknowledge Call2Recycle's ownership, use, and exploitation of the Call2Recycle Seals and Call2Recycle Marks. You will not take or cause any actions that would interfere with Call2Recycle's ownership, use, or registration of the Call2Recycle Seals or Call2Recycle Marks. You will not use the Call2Recycle Seals or Call2Recycle Marks in any way that is false or misleading, or in any other manner that would dilute, derogate, or detract from the reputation of Call2Recycle or the Call2Recycle Program. You will not join any name or names with the Call2Recycle Seals or Call2Recycle Marks to form a new mark. You will not assert any property right in, or seek or obtain protection of any kind, including registration, for the Call2Recycle Seals or Call2Recycle Marks. You will, at any time, execute any documents reasonably required by Call2Recycle to confirm and acknowledge Call2Recycle's ownership of all rights in and to the Call2Recycle Seals and Call2Recycle Marks.
10. You will indemnify and hold Call2Recycle harmless from any and all claims, demands, causes of action, or judgments (and all related costs and expenses including, but not limited to, the costs of investigation, prosecution, defense, settlement, reasonable attorneys' fees, damages of any type, and collection, recycling, or disposal costs) arising out of any use by you of the Call2Recycle Seals or Call2Recycle Marks that is not authorized by this Agreement. Call2Recycle shall have the right to undertake and conduct the litigation of any such action with counsel of its own selection.
11. Call2Recycle will determine what action should be taken to protect the Call2Recycle's rights to the Call2Recycle Seals and Call2Recycle Marks. If Call2Recycle takes action against unauthorized use, you will reasonably cooperate with Call2Recycle, at Licensee's expense, in that action. If Call2Recycle does not take action, you, after consulting with Call2Recycle, may take action yourself as you deem

necessary for the protection of your rights with respect to the Call2Recycle Seals and Call2Recycle Marks.

12. Call2Recycle will, at its own expense, defend, indemnify, and hold you harmless from reasonable costs and expenses arising from any suit or claim brought against you alleging that the Call2Recycle Seals or Call2Recycle Marks infringe any applicable trademark, service mark, or other property right. This defense will only be provided if you notify Call2Recycle in writing within ten (10) days of receiving notice of such a suit or claim. Call2Recycle will have the right to exercise sole control of this defense and all negotiations for its settlement or compromise.

13. The foregoing obligation of Call2Recycle does not extend to defense of any claim or other action in which it is asserted that display of a Call2Recycle Seal or Call2Recycle Mark in a country in which the Call2Recycle Program does not operate constitutes a false or misleading claim of recyclability, recycled content, or the existence of a recycling program.
14. Call2Recycle will register the Call2Recycle Seals and Call2Recycle Marks as necessary to protect Call2Recycle's rights, and will notify you of any new registrations.

EXHIBIT B

Specifications of the Call2Recycle Seals and Call2Recycle Marks

The following standards illustrate the methods of implementation that should be applied continuously and consistently in order to achieve the highest degree of identification and recognition for the Seal. These standards are to be applied when using the Seal on any medium and for any purpose including battery packaging, advertising, instruction manuals/forms, and all other visual media. Contact **Call2Recycle, Inc.** at **(678) 419-9990** for PC and MAC formatted electronic files or logo sheets suitable for scanning.

Recharging the planet. Recycling your batteries.™

BATTERY RECYCLING SEAL USAGE STANDARDS

If it's rechargeable, we recycle it! Call2Recycle® is a program promoting environmental sustainability by providing free battery and cellphone recycling in North America. The following standards illustrate the methods of implementation that should be applied continuously and consistently in order to achieve the highest degree of identification and recognition for the seal. These standards are to be applied when using the seal on any medium and for any purpose including battery packaging, advertising, instruction manuals/forms and all other visual media. Contact Call2Recycle at (678) 419-9990 or licensee@call2recycle.org for PC and MAC formatted electronic files or logo sheets suitable for scanning.

Rechargeable Battery Chemistries

Call2Recycle offers recycling programs for Nickel Cadmium, Nickel Metal Hydride, Lithium Ion, Small Sealed Lead Acid (SSLA/Pb) and Nickel Zinc. Five seal versions are offered for each battery chemistry. See the Seal Versions section for descriptions of each version. Please reference the seal numbers below when ordering artwork (Figures A-E).



Figure A:
Nickel Cadmium
(PMS 389)
A1. 800CLR
A2. 800B&W
A3. 800CLRko
A4. 800B&Wko
A5. Mfg.#CLR



Figure B:
Nickel Metal Hydride
(PMS 1375)
B1. 800CLR
B2. 800B&W
B3. 800CLRko
B4. 800B&Wko
B5. Mfg.#CLR



Figure C:
Lithium Ion
(PMS 312)
C1. 800CLR
C2. 800B&W
C3. 800CLRko
C4. 800B&Wko
C5. Mfg.#CLR



Figure D:
Small Sealed Lead Acid (SSLA/Pb)
(PMS 421)
D1. 800CLR
D2. 800B&W
D3. 800CLRko
D4. 800B&Wko
D5. Mfg.#CLR



Figure E:
Nickel Zinc
(PMS 368)
E1. 800CLR
E2. 800B&W
E3. 800CLRko
E4. 800B&Wko
E5. Mfg.#CLR

Seal Versions

Call2Recycle 800 Number (i.e., A1, A2, A3, A4) The 800 number version of the seal contains Call2Recycle's automated toll-free number for locating a drop-off site. This version is recommended for use by marketers and manufacturers who do not have their own recycling toll-free number.

Manufacturer Recycling Telephone Number (i.e., A5) This seal version is left blank for those manufacturers who have their own toll-free recycling telephone number.



800CLR - This logo is for use on white or light colored backgrounds. PMS color will vary according to rechargeable battery chemistry. (A1, B1, C1, D1, E1)



800B&W - This logo is for use on white or light colored backgrounds. It prints black. (A2, B2, C2, D2, E2)



800CLRko - This logo is for use on black or dark colored backgrounds. It prints black with a PMS color. (A3, B3, C3, D3, E3)



800B&Wko - This logo is for use on black or dark colored backgrounds. It prints black. (A4, B4, C4, D4, E4)



Mfg#CLR - This logo is for use on white or light colored backgrounds. It prints black with a PMS color. (A5, B5, C5, D5, E5)

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Battery Recycling Seal Usage Standards (continued)



Minimum Size

The minimum reproduction size of any of the seal versions or variations is 13mm diameter (Figure F).

Figure F.

13MM DIAMETER



Logo Field

The seal requires a field of "white space" equal to the width of its outer ring to increase the visibility of the seal (Figure G).

Color

Call2Recycle recommends usage of the color variations of the seal to enhance readability and recognition. The PMS color is to be used as the background color in the center of the seal. A four-color process build of the PMS color is permitted (Figure G).

Nickel Cadmium - PMS 389
Nickel Metal Hydride - PMS 1375
Lithium Ion - PMS 312
Small Sealed Lead Acid (SSLA/Pb) - PMS 421
Nickel Zinc - PMS 368



Figure G.

Incorrect Usage

The seal must be used as shown in Figures A-E. Alterations to the seal invalidate the recycling agreement and will void Environmental Protection Agency certification (Figures H-L).



Figure H: A telephone number must accompany the seal.



Figure I: Seal must be used with RBRC name and chemistry.



Figure J: Seal requires usage of "Recycle" and telephone number.



Figure K: Seal requires usage of "Recycle" and telephone number and outer ring.



Figure L: Seal requires usage of a black outer ring and reversed usage of "Recycle" and telephone number.

© 2012 Call2Recycle® is a program promoting environmental sustainability by providing free battery and cellphone recycling in North America. Learn more at call2recycle.org or 877.2.RECYCLE.

call2recycle®

rbrcseal3.11

EXHIBIT C

Eligible Cells

Cells meeting the following definitions are Eligible Cells under this License Agreement:

Nickel Cadmium (Ni-Cd) Cells: A rechargeable small sealed dry cell direct current power storage unit consisting of two electrodes. One electrode consisting of approximately 20% by volume of cadmium as an oxide, a hydroxide, or a metal. One electrode consisting of approximately 45% by volume of nickel as a hydroxide or a metal.

Nickel Metal Hydride (Ni-MH) Cells: A portable rechargeable small sealed dry cell direct current power storage unit consisting of two electrodes, one negative electrode consisting of hydrogen absorbed in a metal alloy (e.g., metal hydride) in a charged state, and one positive electrode consisting of nickel oxyhydroxide in a charged state.

Lithium Ion (Li-Ion) Cells: Both “lithium ion” and “lithium ion polymer” cells (as well as any other variation of rechargeable cells employing lithium ions in the energy storage process), are considered “Lithium Ion Cells.” A lithium ion cell is a portable rechargeable small sealed dry cell direct current power storage unit in which the positive and negative electrodes are both intercalation compounds (intercalated lithium exists in an ionic or quasi-atomic form with the lattice of the electrode material) constructed with no metallic lithium in either electrode. **Small Sealed Lead Acid (SSLA/Pb) Cells:** A portable rechargeable small, sealed, non-spillable cell direct current power storage unit consisting of multiple positive and negative plates (e.g., grids) and **weighing no more than five (5) kilograms**. Both the positive and negative metal plates are made from lead and pasted with lead oxides. The positive and negative plates are divided by absorbent separators.

Nickel Zinc (Ni-Zn) Cells: A portable sealed cylindrical and prismatic designed rechargeable ROHS compliant dry cell with nominal voltage of 1.65 volts per cell and capable of recharging with various techniques and durations. The cell has power storage capabilities within its two electrodes with one electrode consisting of zinc as a metal or a hydroxide and one electrode consisting of nickel as an oxyhydroxide or a hydroxide. The cell incorporates a reseal able vent and can be used in any orientation. Nickel Zinc cells have low internal resistance addressing most high power density requirements and have charge discharge cycling capabilities which meet most industrial and consumer applications. Nickel Zinc cells can be combined in series parallel configurations to construct higher voltage / watt hour batteries.

EXHIBIT D

Schedule of License Fees

License Fees must be paid on all Licensed Batteries (barring the seal or not) that you sell (or include in products that you sell) into the United States or Canada. Fees must be paid on all Licensed Batteries that you sell beginning from the date this agreement is signed by a Call2Recycle representative.

The License Fee for each Licensed Battery is calculated as follows for each battery chemistry:

License fee based on total weight of the Licensed Battery equal to chemistry specific fee (see table) per every 100 grams. In determining the weight of each licensed battery unit, weigh the battery pack inclusive of all battery components (i.e. plastic case, protection circuit, current interrupt device, lead wires, etc.), but without packaging material or extraneous items not permanently affixed to the battery pack where single cell batteries are not configured as a pack but containing more than a single cell (i.e., a package of four AA Ni-MH cells purchased at retail) the weight of each individual cell is used to determine appropriate fee.

All License Fees are in listed in U.S. dollars.

License Fees paid by Canadian Licensees in Canadian dollars are determined by the foreign exchange rate as set forth in the Wall Street Journal as of the end of the reporting quarter.

Reporting and remittance of license fees is required to be completed within thirty days of the close of each calendar quarters. Reporting of license fees will be completed through Call2Recycle's on-line web portal which your organization will be provided upon execution of this agreement.

Payments to Call2Recycle:

DEPOSIT PAYMENT: Within thirty (30) days of the full execution of this agreement, you must pay a deposit to Call2Recycle in the amount of \$2,500. Future license fees will be drawn from this amount until such a time it becomes \$0 and you must begin regularly scheduled payments (quarterly). Please note – Call2Recycle will not

notify any state or province of your participation in the Call2Recycle program until the deposit is paid in full.

QUARTERLY PAYMENTS: The effective date of the contract will represent the first day of your obligation under this agreement. Your first payment is due at the end of the quarter in which it falls. Your first payment shall reflect sales of Licensed Batteries (including those contained in your products) sold by you and your Affiliates into the United States and Canada from the effective date of the contract to the end of that calendar quarter. Thereafter, License Fees are due and payable to Call2Recycle within thirty (30) days after the close of each calendar quarter, and shall reflect your sales (and the sales of your Affiliates) of Licensed Batteries (including those contained in your products) during the calendar quarter.

Each payment you make directly to Call2Recycle must be accompanied by a written statement, certified by your duly-authorized representative, setting forth the number of Licensed Batteries, categorized by chemistry, sold by you (and your Affiliates) into the United States and Canada during the preceding calendar quarter. You must also indicate the number of Licensed Batteries sold into each country (i.e., the United States or Canada). This data will be entered by you into Call2Recycle's secure web portal.

Method and Place of Payment: Payment of License Fees directly to Call2Recycle should be made by check (not cash), payable to "Call2Recycle, Inc." at the following address:

Call2Recycle, Inc.
Finance & Seal Administration
1000 Parkwood Circle, Suite 200
Atlanta, GA 30339

Payments may also be made by wire transfer:

Account Name: Call2Recycle, Inc.
Bank Name: Bank of America
Account No.: 003275724070
Routing No.: 061000052

2016 CALL2RECYCLE, INC. LICENSEE FEES

For Payments Made Directly to Call2Recycle

File quarterly via Call2Recycle's secure web portal. Please remit no later than thirty (30) days after the calendar quarter, the amount shown as the Grand Total license fee to:

Mailed Payment:

Call2Recycle, Inc. Finance & Seal Administration
1000 Parkwood Circle, Suite 200
Atlanta, GA 30339

Wire Transfer Instructions:

Account Name: Call2Recycle, Inc.
Bank Name: Bank of America
Account No.: 003275724070
Routing No.: 061000052

Effective January 1, 2016 - Base Price Per 100 grams

Jurisdiction	Currency	Ni-Mh	Ni-Cd	Li-Ion		SSLA
				> 5% Cobalt and/or Nickel Cell Content	< 5% Cobalt and/or Nickel Cell Content	
USA	USD	\$0.0075	\$0.0250	\$0.0075	\$0.0150	\$0.0027
Canada (Except Quebec)		\$0.0090	\$0.0300	\$0.0090	\$0.0180	\$0.0032
Quebec		"Obligated Enterprises" only – See Quebec regulation for status and Member Agreement for Eco-Fee Schedule				\$0.0035

EXHIBIT E

Call2Recycle Program

The Call2Recycle, Inc. is a non-profit Delaware Corporation, initially created to perform a public service through the management, collection, and recycling of used Nickel Cadmium (Ni-Cd) batteries in the United States. Call2Recycle has since expanded its program to include the Lithium Ion (Li-Ion), Nickel Metal Hydride (Ni-MH), Nickel Zinc (Ni-Zn), and Small Sealed Lead Acid (SSLA/Pb) portable rechargeable battery chemistries and to operate in most of Canada (through a Canadian subsidiary).

A major component of the Call2Recycle program is public education on the importance of participation in battery recycling efforts. Call2Recycle performs battery collection and recycling as a service to the public and to the Licensees of the Call2Recycle Seal—the companies that fund the program. The Call2Recycle program provides a positive, proactive environmental program for Licensees and their products. It also allows Licensees to continue selling portable rechargeable batteries in those jurisdictions that require their collection.

Call2Recycle has two functional divisions: the Recycling Division and the Finance & Seal Administration Division. As a practical matter, the Recycling Division administers and operates the Call2Recycle public education, battery collection, and recycling programs, while the Finance and Seal Administration Division licenses and administers the Call2Recycle Seal to secure funds for public education, battery collection, and recycling.

The Recycling Division administers contracts for used battery collection, transportation, consolidation, and recycling; conducts due diligence environmental audits of contractors; manages Call2Recycle program compliance with environmental and transportation laws; obtains necessary licenses and permits; collects and maintains records tracking used batteries from point-of-collection to point-of-recycling; obtains certificates of recycling for batteries collected; designs, tests, purchases, and distributes battery collection containers; approves rebates for batteries collected and shipped for recycling by Licensees and others; prepares and distributes instructions on battery collection and safety; assists retailers, distributors, manufacturers, and government agencies in establishing battery collection and recycling programs and prepares battery collection reports for Licensees and government agencies.

The Finance & Seal Administration Division collects license fees; monitors license fees payments to assure compliance with License Agreements; processes license fee refunds for products not entering the United States or Canada; directs audits of the records of Licensees and Authorized Payment Facilitators as needed; maintains the confidentiality of information supplied by Licensees, Authorized Payment Facilitators, and auditors; registers the Call2Recycle Seal in the United States, Canada, and other nations; records authorized Licensees in jurisdictions, as required and protects the Call2Recycle Seal from infringement.

Each division handles matters within its responsibilities directly in the United States. Canadian operations and activities pertaining solely to Canadian requirements and issues are managed through Call2Recycle Canada, Inc., a separately incorporated subsidiary of Call2Recycle, Inc.

EXHIBIT F

Reporting Requirements

You must fulfill all reporting requirements set out in this Exhibit:

1. You must keep accurate and complete books of account and records of all Licensed Batteries (including those contained in your products) that you (or your Affiliates) sell in or into the United States of America and Canada.
2. You must make these books of account and records (and any additional business records necessary) available to a Confidential Representative of Call2Recycle, at reasonable times and locations, to allow Call2Recycle to confirm that you have paid the appropriate fees. This Confidential Representative will be either: (1) a third party retained by Call2Recycle or (2) an employee or agent of Call2Recycle bound by written agreement to maintain the confidentiality of information provided under this requirement.
3. Any information that you make available to the Confidential Representative pursuant to the requirements of Paragraph 2 of this Exhibit F of this License Agreement will be treated as confidential. This information will not be provided to Call2Recycle's members, any employees of its members, or to the individuals on the Call2Recycle Board of Directors (other than those Outside Directors that are not affiliated with any Call2Recycle members). The Confidential Representative may release confidential information received from you to an arbitrator, officer of the court, or government enforcement agency, after providing you with written notice of such a request so that you make seek a protective order.
4. You must file reports with the Call2Recycle on your sales of Licensed Batteries (including those contained in your products). These reports must be certified by your authorized representative, and must include the numbers, sizes, and types of the Licensed Batteries that you have sold, and all other information set out in the forms below. Call2Recycle will treat this information, and any information provided by your Authorized Payment Facilitators, as confidential. The first report will be due ninety (90) days after this Agreement becomes effective. Subsequent reports for each calendar quarter will be due within thirty (30) days after the close of that quarter.
5. Your payment of License Fees to your Authorized Payment Facilitator fulfills the reporting obligations set out in Paragraphs 1 and 2 of this Exhibit as it applies to the Licensed Batteries purchased.
6. Call2Recycle will treat all the information provided by you (or your Authorized Payment Facilitator) under these reporting obligations as confidential. This information will not be provided to Call2Recycle's members, any employees of its members, or to the individuals on the Call2Recycle Board of Directors (other than those Outside Directors that are not affiliated with any Call2Recycle members).

Call2Recycle may, however, release your name, brand names, addresses, and phone numbers to any person.

Call2Recycle may also release confidential information received from you (or from an Authorized Payment Facilitator) to an arbitrator, officer of the court, or government enforcement agency, after providing you with written notice of such a request so that you may seek a protective order.

7. At Call2Recycle's request, you will submit samples of all of your uses of the Call2Recycle Seals and Call2Recycle Marks. These samples will be returned to you within ninety (90) days after Call2Recycle receives them, unless you are notified otherwise by Call2Recycle.

If you learn of any use by any person of a service mark that is confusingly similar to the Call2Recycle Seals or Call2Recycle Marks, you must notify Call2Recycle promptly.

Canadian License Fees are based on the foreign exchange rate as set forth in the Wall Street Journal as of the end of the reporting quarter.

8. You must provide Call2Recycle with a written list of the classes and brand names of products into which Licensed Batteries are incorporated by you and your Affiliates. This information will be used to certify to regulatory authorities that these batteries and products are covered by the Call2Recycle Program, and to help with enforcement of this License Agreement.

The first such written list is due to Call2Recycle within thirty (30) days after the Effective Date of this Agreement, and thereafter upon request by Call2Recycle. It is in your interest to provide this list

to Call2Recycle as soon as possible because Call2Recycle will be providing brand name information to regulatory authorities. It is also in your interest to keep this list up to date. Call2Recycle advises you to review the list on at least a quarterly basis and update it as necessary. Call2Recycle does not expect to request updates any more frequently than annually, and will update its master list as soon as it receives information from you. The updated master list will be sent to regulatory authorities on a regular basis.

Product Class Reporting Table

Please place all of the brand names covered under this agreement and the product type.

<u>BRAND NAME</u>	<u>PRODUCT</u>	<u>CHEMISTRY</u> (check as applicable)				
		Ni-Cd	Ni-MH	Li-ion	SSLA/Pb	Ni-Zn
<i>e.g.</i> , ACME Battery	Replacement Batteries	✓			✓	

EXHIBIT G

Certificates of Insurance

Prior to commencing battery collection, transport, and recycling operations in any jurisdiction, Call2Recycle will obtain insurance covering the facilities and transporters used for that jurisdiction, in the types and amounts set forth below. You will be listed as an additional insured on the policies held by Call2Recycle. Call2Recycle will be an additional insured on the policies held by each facility and transporter.

<u>Facilities and Transporters Covered</u>	<u>Amount of Coverage (U.S. \$)</u>	<u>Type of Coverage</u>
Principal Consolidation Facilities	\$5,000,000	General Liability
	\$5,000,000	Contingent Pollution Liability
Recycling Facilities (e.g., INMETCO)	\$5,000,000	General Liability
	\$5,000,000	Contingent Pollution Liability
Transporters (e.g., UPS)	\$2,000,000	General and Auto
	\$2,000,000	Contingent Pollution Liability

Certificates of Insurance will be maintained on file at Call2Recycle's offices. You may obtain a copy of any of these Certificates upon your request. As provided in this Agreement, in the event there is a material change in Call2Recycle's insurance coverage, Call2Recycle shall provide notice to you within sixty (60) days of such change. Call2Recycle will periodically review the sufficiency of its insurance coverage as used battery shipments increase.

EXHIBIT H

Limited Appointment of Call2Recycle, Inc. and/or an Affiliate of Call2Recycle, Inc. as Agent

In some jurisdictions in North America, Call2Recycle, Inc. and/or its affiliate Call2Recycle Canada, Inc. has(have) obtained approval, or may in the future obtain approval, to operate the Call2Recycle Program as a product stewardship plan required by law in that jurisdiction, or as an element of such a product stewardship plan. In order to assist you in fulfilling obligations arising in such jurisdictions, by this Exhibit H you appoint Call2Recycle and/or Call2Recycle Canada to serve as your limited agent or otherwise authorized legal representative to fulfill your responsibility(ies) in such jurisdiction, subject to the acceptance by Call2Recycle and the provisions of this Exhibit H.

If accepted by Call2Recycle and/or Call2Recycle Canada, this appointment authorizes the appointee as your agent to (a) provide to authorities certifications relating to your support of and/or participation in the Call2Recycle Program; (b) provide to authorities any information in the lawful possession of Call2Recycle or Call2Recycle Canada relating to your participation in and/or support of the Call2Recycle Program, your rechargeable battery and/or rechargeable product sales in the jurisdiction, or other related matters; (c) pay or have paid on your behalf to any such jurisdiction any amount, including tax payments, that are attributable to amounts assessed in such jurisdictions in respect of costs incurred in handling batteries for which you are considered by authorities in that jurisdiction to be a steward; and (d) take such other steps as Call2Recycle and/or Call2Recycle Canada believe(s), in good faith, will further recognition by authorities of your support of the Call2Recycle Program and eliminate administrative burdens on you.

Within thirty (30) calendar days of receipt from Call2Recycle of an invoice with respect to amounts paid on your behalf you agree to pay to Call2Recycle as reimbursement the taxes advanced by Call2Recycle and/or Call2Recycle Canada on your behalf under the foregoing appointment, should it be accepted by Call2Recycle and/or Call2Recycle Canada, subject to the dispute resolution proceedings of Section 9 of this License Agreement.

For purposes of this Exhibit and the License Agreement of which it is a part, (a) "authorities" include both entities that are part of a sovereign government and any other entity that has been approved by a governmental entity to supervise the approval, implementation and/or continued operation of any product stewardship plan, and (b) "taxes" include taxes or equivalent surcharge assessments sanctioned by law to be collected in connection with the provision of services by Call2Recycle, Call2Recycle Canada and/or any entity with which either or both has(have) contracted, but does not include any amounts constituting the cost to Call2Recycle, Call2Recycle Canada and/or any such entity of providing those services.

Nothing in this License Agreement or any exhibit thereto, including this Exhibit H, shall require Call2Recycle and/or Call2Recycle Canada to accept the appointment as agent or legal representative stated above or take any other action, but Call2Recycle intends to seek to fulfill these responsibilities on your behalf where this is feasible. Except as provided in the following paragraph, where Call2Recycle and/or Call2Recycle Canada determines it is willing to accept your appointment, Call2Recycle will provide you with timely notice of that fact. Unless you object within the time provided in that notice (which will be reasonable under the circumstances), the appointment(s) shall become effective.

As of the date this License Agreement is first effective, Call2Recycle and Call2Recycle Canada accept your appointment as agent in Canada.

Nothing in this License Agreement or Exhibit H constitutes a warranty from Call2Recycle or Call2Recycle Canada that its action(s) will be deemed satisfactory by the authority to which any certification or information is being provided or tax payment is made.