



TERMS AND CONDITIONS FOR THE USE OF GREEN DOT

1. Definitions and Interpretation:

“Agreement” means this written agreement.

“Authorised Packaging” means the packaging in respect of which the User/prospective User declares, during the Subscription Procedure, to the Licensor in writing that it uses or intends to use the Trademark(s), as updated thereafter from time to time by written notice given by the User directly to the Licensor to info@valpak.co.uk or such other notification address as may be notified by the Licensor to the User from time to time.

“Code of Practice” means the Valpak Green Dot Code of Practice as set out on the Website, which may be updated from time to time.

“Green Dot Standards of Use” means the Valpak Green Dot Standards of Use as set out on the Website, which may be updated from time to time.

“Licensor” means Valpak Limited (registered number 7688691) whose registered office is at Stratford Business Park, Banbury Road, Stratford-upon-Avon, Warwickshire, CV37 7GW.

"Standards of Use" means the requirements and stipulations imposed by the Licensor from time to time upon the use of the Trademark on Authorised Packaging.

“Subscription Data” means the data provided by or on behalf of a User upon its subscription for the rights under this Agreement.

“Subscription Procedure” means the process that a prospective User must undertake in order to acquire the rights under this Agreement which can be located at <http://www.valpak.co.uk/compliance-services/international-compliance/green-dot>

“Subscription Letter” means the letter headed “Subscription Letter” which is sent by the Licensor to the prospective User in response to an application to use the Trademarks made by such prospective User.

"Territory" means England, Wales, Scotland and Northern Ireland;

"Trademarks" means the UK and European registered trademarks details of which are set out on the Website.

“User” means a person, organisation, firm or company which has completed the Subscription Procedure (including the acceptance of this Agreement or any previous terms of use issued by the Licensor in respect of the Trademarks) in order to obtain the rights set out in this Agreement .

“Valpak Member” means any member registered with one of Valpak’s compliance schemes.

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“Website” means <http://www.valpak.co.uk/legal/service-terms-and-conditions>

- 1) Words importing the singular shall include the plural, and vice versa; words denoting persons shall include corporate bodies and unincorporated associations of persons and vice versa.
- 2) Headings are for convenience only and do not affect the interpretation or construction of this Agreement.
- 3) Any reference to law is a reference to that law as amended or re-enacted.
- 4) Unless the context otherwise requires, references to this Agreement or any document referred to in it shall include reference to this Agreement or such document as amended, extended or replaced from time to time.

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2. PARTIES

- 1) This Agreement is made between the Licensor and the User, upon the completion of the Subscription Procedure. The Subscription Procedure is completed once the User has provided all the data requested during that procedure including confirming that they will abide by the Code of Practice, the Green Dot Standards of Use and the terms and conditions set out herein to confirm acceptance of this Agreement and the Licensor's wish to proceed and subscribe for a Trademark. A Subscription Letter will then be sent to the User and marks the start of Agreement between the parties.
- 2) Users may print and keep a copy of this Agreement. For Users' convenience, the current version of this Agreement is available on the Website.

3. GRANT OF RIGHTS

- 1) In return for and on receipt of the charges applicable to the User (if any) described at clause 4 below, which the User hereby agrees to pay in accordance with that clause, the Licensor grants to the User the right to use the Trademarks in accordance with the terms and conditions of the Agreement by displaying them upon the Authorised Packaging placed on the market within the Territory only by or on behalf of the User.
- 2) The User hereby assigns to the Licensor all goodwill in the Trademarks generated by its operations under the Agreement.
- 3) The User acknowledges that the lawful use of the Trademarks in a country outside of the Territory, e.g. France and Germany, may depend on consents and/or licenses issued in that country, and that under the Agreement the permitted use of the Trademark is strictly limited to the Territory. The entering into of this Agreement with the Licensor or paying a licence fee to the Licensor does not imply that any other licensing organisation outside the Territory gives the consent to use the Trademark in the country concerned. The User will inform its contracting partners about this restriction when selling packaging labelled with the Trademarks.

4. PAYMENT OF ANNUAL CHARGES

- 1) Licences for the use of the Trademarks are free to Valpak Members.
- 2) If the User is not a Valpak Member, Trademark licences are subject to an annual charge. The annual charge is payable for each calendar year in which the User uses or has used the Trademarks when not a Valpak Member. The charge will still be payable in respect of the entire calendar year even if the User was a Valpak Member for part of that calendar year.
- 3) The annual charge is subject to variation from year to year at the discretion of the Licensor. The Licensor will notify Users of any changes to the annual charge by prominently posting notice of the change on the Website by no later than 1 November in the calendar year before the calendar year to which the varied charge will apply. Users who do not wish to pay an increased annual charge for the forthcoming year may give notice to terminate this

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Agreement in accordance with clauses 11(3) and 15 below no later than 30 days before the start of that year.

4) Payment of the applicable annual charge is due within 30 days of the date of the Licensor's invoice

5) In respect of:

(a) the calendar year in which the User subscribes for a Trademark licence; and

(b) any previous calendar years in which the User has used the Trademarks when not a Valpak Member and for which it has not already paid an annual charge,

the Licensor shall invoice the User upon (or shortly after) the Subscription Letter is sent to the User by the Licensor in accordance with clause 2(1). In respect of future calendar years, the Licensor shall invoice the User during the course of that calendar year.

5. USE OF TRADEMARKS

1) The User shall comply with the current edition of the Standards of Use, as published on the Website from time to time.

2) The User will ensure that the Trademarks are not used in a way that implies any meaning to the use of the Trademarks within the Territory other than that the Trademarks represent 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 Trademarks or any of them as trade or service marks anywhere in the world and shall not assert any rights acquired by using the Trademarks against the Licensor, or the owner of the Trademarks.

4) The User shall not use the Trademarks in a manner which is not expressly authorised under this Agreement.

5) The User agrees that any goodwill derived from its use of the Trademarks shall accrue to the Licensor. The Licensor may, at any time, call for a confirmatory assignment of that goodwill and the User shall immediately execute such documentation required.

6. USE OF OTHER TRADEMARKS

The User shall not use upon or in connection with or in relation to any goods or services, any name, designation, symbol or device so nearly resembling the Trademarks as to be likely to cause deception or confusion.

7. USER NOT SOLE USER

Nothing in the Agreement gives the User the right to be the sole or exclusive sub- licensee user of the Trademarks or restrict the right of the Licensor or the owner of the Trademarks to grant rights to use the Trademarks to others.

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8. INFRINGEMENT

The User shall promptly inform the Licensor of any proceedings involving the validity of, or of any infringement or threatened infringement of the Trademarks and/or of any unauthorised use of the Trademarks coming to its notice. 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 all assistance within its power in connection therewith and the Licensor shall be entitled to retain any damages and costs recovered by it from the other party to the proceedings.

The Licensor is not bound under the Agreement to take any action against any alleged infringer of the Trademarks.

9. WARRANTIES AND INDEMNITIES

1) Nothing in the Agreement or in the discussions or course of conduct of the parties preceding or during the term of the Agreement shall be construed as a representation or warranty of any nature and, in so far as the Licensor may lawfully do so, the Licensor hereby expressly excludes all other representations, warranties and conditions, express or implied, whether statutory or otherwise, of any nature whatsoever.

2) Without prejudice to any rights or remedies implied in our favour by statute or common law or under any provision of the Agreement. the User agrees to indemnify the Licensor and keep the Licensor indemnified against any and all actions, proceedings, claims, demands, costs, liabilities, losses, fees, claims under contract and expenses (including without limitation legal and professional fees) arising out of or relating to:

(a) any Authorised Packaging or the products contained, manufactured or sold by or on behalf of the User or the unauthorised use of the Trademarks, including without limitation, any product liability claim;

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

(c) all other acts, breaches, inactions or omissions by the User and/or its employees, agents or subcontractors in connection with the Agreement

3) Nothing in the Agreement or in any licence to be granted pursuant hereto shall be construed as a representation or warranty that any of the Trademarks are valid or are not infringing any valid and subsisting Trademarks, service marks or passing off rights not held by the Licensor.

4) The provisions of this clause 9 shall survive the termination or expiry of this Agreement.

10. TERM OF AGREEMENT

The Agreement shall continue in force until the earlier of:

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(a) the expiry of the term of the Agreement (if any) notified to and agreed by the User upon its subscription for a Trademark licence; and

(b) termination in accordance with clause 11 below.

11. 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 the Agreement forthwith by notice in writing to the User if the User challenges the validity of any of the Trademarks.

3) The User may terminate this Agreement upon 30 days written notice.

4) The Agreement shall terminate automatically without notice if:

(a) the Licensor ceases to have the right to grant the rights set out in this Agreement; Or

(b) the User commits any breach of the terms of this Agreement.

12. NO USE OF TRADEMARKS AFTER TERMINATION

On termination of the Agreement, the User shall immediately cease to have any right to use the Trademarks, and will thereafter refrain from using the Trademarks.

13. ASSIGNMENT

The User shall not assign, sub-licence, transfer, mortgage, charge or part with any of its rights, duties or obligations under the Agreement.

14. GENERAL CONDITIONS

1) The Agreement contains the whole agreement and understanding between the parties relating to the Trademarks and the Authorised Packaging and supersedes all previous agreements between the parties relating to these matters.

2) 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

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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.

3) 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.

4) 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.

5) The Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

6) The User shall not assign, sublicense, sub-contract, delegate, share or part with any of its rights or obligations under the Agreement to any third party without prior written consent.

15. NOTICES

Subject to clauses 4(3) and 16, any notice required to be given under the Agreement shall be sent by first class post or fax or email and shall be deemed to have been given two days after posting if sent by post to the other party's address as notified by the party, at the time the fax is sent if sent by fax before 4.00 PM in the afternoon, otherwise 9.00 am the next working day, and at the time the email is received at either party's email address if sent by email.

16. LIMITATION OF LIABILITY

16.1 The Licensor does not exclude or limit its liability under the Agreement for fraudulent misrepresentation or death or personal injury caused by its negligence.

16.2 Subject to clause 16.1, the Licensor limits its liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, as follows;

(a) its maximum liability for all claims under the Agreement shall be limited to the higher of (i) £500 or (ii) the total amount paid to the Licensor pursuant to clause 4 in any one calendar year, in each case for each claim or series of related claims; and

(b) without prejudice to clause 16.2.1, the Licensor shall not be liable for: loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; (i) damage to the User's reputation; (ii) consequential, special or indirect loss or damage; or (iii) any claim by any third party claims even if it has or had been advised of the possibility of such loss, damage or claim.

17. VARIATION OF TERMS

The Licensor may, at its discretion, make reasonable changes to this Agreement upon notification to the User. For these purposes, notice shall be deemed to be given, and any such changes shall be deemed to take effect, 30 days after the revised terms and conditions are posted on the Website. If a User objects to the variation of these terms and conditions in

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accordance with this term, it should operate its right to terminate this Agreement in accordance with clause 11(3).

18. GOVERNING LAW

The Agreement is governed by and shall be construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any claim, matter, difference or dispute arising out of or in connection with this Agreement or Trademark licence.

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