

## SERI LICENSE AGREEMENT FOR R2 CERTIFICATION

**READ THIS AGREEMENT CAREFULLY, AS APPLICANT'S DESCRIPTION OF ITSELF AS CERTIFIED TO THE R2 STANDARDS UNDERLYING SERI'S R2 CERTIFICATION MARKS REQUIRES ENTRY INTO THIS STANDARD LEGAL AND ENFORCEABLE CONTRACT WITH SERI.**

**THIS SERI LICENSE AGREEMENT FOR R2 CERTIFICATION** ("**Agreement**") is entered into by and between Sustainable Electronics Recycling International ("**SERI**"), a District of Columbia (United States of America) nonprofit corporation and the Applicant in the signature block below ("**Applicant**").

**WHEREAS**, Applicant is a legal entity engaged in activities it intends to demonstrate conform with SERI's R2:2013 and/or R2v3 Standard(s), as applicable, including all revisions thereto (hereafter collectively referred to as the "**R2 Standards**"); and

**WHEREAS**, SERI has established an R2 Certification program intended to create accountability while facilitating continuous improvement and correction of mistakes or shortcomings, with a primary goal for SERI of keeping R2 Certified facilities in such program, while ensuring negligent or willful egregious acts by individual organizations do not impede the credibility of the R2 Certification Mark for others; and

**WHEREAS**, Applicant acknowledges that the strength of SERI's R2 Certification Mark(s) lies in public confidence that R2 Certified facilities are responsibly managing used electronics in a manner reasonably protective of data, the environment, and the safety of workers and communities, and that the terms herein are intended to give rights and privileges to organizations that have earned the ability to display R2 Certification Marks, while preserving those tools necessary for SERI to oversee the R2 Certification process to ensure continued effectiveness and credibility;

**NOW THEREFORE**, SERI offers this Agreement to Applicant to provide the terms and conditions under which SERI may grant to Applicant a license to describe its certification by a SERI authorized Certification Body of Applicant's conformance with the R2 Standards in a manner strictly consistent with the written scope (e.g., the facilities and activities therein) of each such R2 Certification ("**R2 Certification**"), including Applicant's use, publication, and display of SERI's Certification Mark(s) referenced in Appendices B and/or C, as applicable (collectively, the "**Mark(s)**").

In consideration of the foregoing, and the mutual covenants and agreements contained herein, SERI and Applicant, intending to be legally bound, agree as follows:

**1. PREREQUISITE AND APPLICABILITY OF AGREEMENT.** Applicant represents and warrants that it has submitted to SERI a true, complete, and accurate License Application (the "**Application**") prior to entering into this Agreement, the validity of which is a continuing condition hereof. Applicant understands this Agreement grants rights to Applicant only, and that such grant is limited to those of Applicant's facilities, activities, and wholly owned subsidiaries within the limited written scope of Applicant's R2 Certification(s). For clarity, this Agreement does not grant rights relating to activities at any other facilities or location(s), nor to any affiliate, representative, agent, or subcontractor of Applicant, or any other entity not expressly within the written scope of Applicant's R2 Certification(s). This Agreement cannot be assigned, sublicensed, or in any other way transferred by Applicant, without the express written approval of SERI, and any purported attempt to do so is a material breach of this Agreement.

**2. LICENSE FEE.** In consideration of the license granted in Section 5 herein, Applicant shall pay to SERI the annual fee provided in Appendix A ("**License Fee**"). Such License Fee shall be paid prior to Applicant's initial Stage 2 audit, and annually thereafter on or before each of the renewal term(s) provided in Section 3 herein. Failure to timely pay such License Fee, initially or for subsequent renewals, may result, in SERI's discretion, in termination of this Agreement, suspension of license rights, and/or revocation of the license

granted herein. The License Fee is subject to change at any time, with adjustments taking effect at Applicant's next renewal.

**3. TERM OF AGREEMENT; ANNUAL RENEWAL.** This Agreement shall take effect on the date it is signed by Applicant ("**Effective Date**"), and shall be valid for a period of one (1) year therefrom unless terminated earlier as provided herein, or extended by virtue of this provision. This Agreement shall renew each year on (i) the anniversary of the Effective Date or (ii) initial R2 Certification, whichever occurs later, for additional one-year terms thereafter (initial and renewal terms hereafter collectively and interchangeably referred to as the "**Term**"). Renewals shall be effective on such renewal date assuming Applicant has provided payment of the then applicable License Fee against a renewal invoice issued to Applicant by SERI. Applicant agrees that payment against each renewal invoice referencing this Agreement (as amended at such time) shall be considered Applicant's renewed acceptance both of the terms and conditions of this Agreement and any amendment effective at the time of such renewal.

#### **4. SERI MONITORING AND INSPECTION RIGHTS; CONFIDENTIALITY**

4.1 SERI Conformance Oversight: Authority and Notice. Applicant understands that its conformance to the R2 Standards in a manner consistent with the scope of its R2 Certification(s), including as interpreted by R2 Consensus Body binding interpretations, is an express condition of Applicant's rights under this Agreement. In addition, Applicant agrees and consents to SERI's oversight of the process for obtaining R2 Certification as embodied in the R2 Code of Practices, and including revision(s) thereto which SERI may make in its sole discretion through advisories and other means (collectively, the "**SERI R2 Program**"). Applicant further agrees and consents to SERI's ongoing oversight of Applicant's R2 Certification as part of the SERI R2 Program, including SERI's review and assessment of audit packages from Applicant or Applicant's Certification Body, and SERI's use of any method or technology to monitor Applicant's R2 Certified activities. Such methods may include, but are not limited to, use of tracking technologies and other surveillance measures to track items as they pass through facilities and/or activities within the scope of Applicant's R2 Certification. Applicant acknowledges sufficient notice of SERI's use of such methods and technologies, and agrees SERI need not provide further notice thereof. Applicant agrees SERI may act in reliance upon the results of such methods, including, but not limited to, by terminating this Agreement and/or reporting SERI's observations to Applicant's R2 Certification Body for further investigation and possible action with respect to Applicant's R2 Certification(s). Notwithstanding the foregoing, Applicant acknowledges that it shall remain, at all times, affirmatively responsible for demonstrating and providing evidence of conformance to Applicant's Certification Body in a manner that supports the scope of Applicant's R2 Certification(s).

4.2 SERI Spot Inspections; Witness of Third Party Audits. Applicant agrees and consents that SERI, at its sole discretion and with or without a reason being provided, may at any time (with or without notice) enter and inspect any part of a premises within the scope of Applicant's R2 Certification(s). Any failure by Applicant to permit such entry, and/or to cooperate fully with SERI's inspector, including with respect to provision of documentation as referenced in Section 4.3 below, is a material breach of this Agreement. Applicant agrees SERI may witness Applicant's Certification Body audit(s), including any activities and facilities within the scope of such audit(s).

4.3 Photographs, Copies of Documentation; Redaction of Personally Identifiable Information. Applicant shall provide SERI access to all documentation and recordkeeping relevant to SERI's conformance oversight efforts, both during spot inspections and/or as virtually requested at any time, including, without limitation, that which was provided to or relied upon by Applicant's Certification Body during Applicant's certification audit(s). Applicant agrees to provide photocopies or electronic copies of any documentation relevant to Applicant's R2 Certification(s) that SERI or a SERI authorized inspector requests, and consents to SERI's documentation of its own monitoring and oversight activities, including, but not limited to, by video recording and photography of a SERI inspector. Applicant acknowledges that other than in the Application for R2 Certification referenced in Section 1, SERI does not request nor require personally identifiable information (information capable of identifying a natural person) in any documentation or other information provided to SERI by Applicant, and that Applicant may redact or mask any personally identifiable information that may be contained in such documentation or information, so that

it is not provided to SERI or a SERI authorized inspector. To the extent Applicant does not redact personally identifiable information, Applicant represents and warrants that Applicant has obtained such information in a permissible manner such that its provision to SERI will not violate applicable laws or regulations, holds SERI harmless from any third party liability and/or regulatory actions to the contrary, and agrees that such information is considered Applicant Information and Applicant Data as provided for further in Section 9.9 (Accuracy of Applicant Information; Data Privacy).

**4.4 Confidentiality.** Except as otherwise provided herein, each Party agrees to maintain the confidentiality of all non-public information received from or on behalf of the other Party ("**Confidential Information**"). Neither Party shall externally disclose the Confidential Information of the other Party, other than to subcontractors and representatives who are bound to confidentiality, and will not use any such information for any purpose other than as contemplated by this Agreement. Notwithstanding anything to the contrary herein, Applicant agrees that SERI may provide any information regarding Applicant and its activities, including, but not limited to, the results of SERI's monitoring and inspection(s) referenced in this Agreement, to Applicant's Certification Body, and the Accreditation Body of such Certification Body, in SERI's discretion. SERI may also provide any information regarding Applicant and its activities to government authorities (i) in response to a request or investigation; (ii) as required by applicable law; (iii) in response to legal process and/or (iv) at SERI's own initiative if, in SERI's sole discretion, Applicant's activities have or reasonably appear to have violated a law or regulation, and/or pose an actual or potentially imminent threat to the environment, public health and safety, or the health and safety of Applicant's personnel. Applicant acknowledges that in making the above permitted disclosures, SERI may disclose information that may otherwise be considered Confidential Information of Applicant. Applicant agrees that, unless publicly disclosed by SERI or otherwise permitted for disclosure in SERI's discretion, any and all communications and/or information provided by SERI to Applicant regarding SERI's monitoring activities and/or SERI's enforcement of the terms of this Agreement, as well as the nature of SERI's monitoring and inspection activities (including the fact that Applicant has been inspected or monitored by SERI) is and shall remain the Confidential Information of SERI, and may not be disclosed by Applicant. Applicant agrees to provide its consent to disclosure of information (confidential or otherwise) to SERI by its Certification Body and other third parties from whom SERI may reasonably request such information in order to conduct the monitoring and assurance activities described in this Agreement. The Parties acknowledge it would be difficult to measure any damages from the unauthorized disclosure of Confidential Information in violation of this Section 4.4. The Parties further acknowledge that the potential for such damages would be great, incalculable and irremediable, and that monetary damages alone would be an inadequate remedy. Accordingly, the Parties agree that in addition to other remedies provided in this Agreement, each shall be entitled to seek immediate injunctive relief against such unauthorized disclosure(s) of Confidential Information, whether actual or threatened.

**4.5 Applicant Declaration of Bona Fide Activities.** Applicant represents that it has not in the preceding twenty-four (24) months, and hereby covenants that it shall not in the future, engage in (i) deceptive marketing, (ii) illegal acts or (iii) other fraudulent activities which could reasonably lead to a false impression that Applicant (or any of its facilities and/or activities) were or are certified to the R2 Standard(s). Applicant understands and agrees that a violation of this provision is a material breach of this Agreement, and may also result in Applicant's inclusion in a list of organizations SERI has determined to have engaged in such conduct, as provided in section 1(d) of the R2v3 Standard. Applicant agrees that its sole and exclusive remedy in the event it is included in such list is the dispute resolution process provided in Section 8 herein.

**4.6 SERI Data Gathering and Reporting.** As part of the SERI R2 Program, SERI may collect and/or derive from Applicant or Applicant's Certification Body information about Applicant's R2 certification performance, and use such information in a deidentified and aggregated state in order to inform the industry and the public about the activities of R2 Certified organizations generally ("**Anonymized Data**"). Such statistical and other reports by SERI using Anonymized Data are intended for use in benchmarking, information gathering, and analysis relating to the electronics recycling and reuse industry in general. Applicant will fully cooperate in the collection of this data and agrees and consents to Anonymized Data being used by SERI pursuant to this Section 4.6, and agrees that in such form it is not considered the Confidential Information of Applicant.

## 5. CERTIFICATION MARK LICENSE.

5.1 License Grant. During the effective Term, and so long as Applicant complies with the terms and conditions of this Agreement, including valid R2 Certification from a SERI authorized Certification Body for conformance to the R2 Standard(s), SERI grants Applicant a non-exclusive, non-transferable, non-sublicensable personal license to use, reproduce and publicly display the Mark(s) as shown and defined in Appendices B and/or C hereto as applicable to the particular version of the R2 Standards to which Applicant is certified (collectively and interchangeably, the “**Mark Guidelines**”), for Applicant’s use only in connection with Applicant’s representation and/or promotion of Applicant’s R2 Certification(s) in a manner adhering to and consistent with the limited written scope (e.g., facilities, activities, etc.) of Applicant’s R2 Certification(s), and not for any other purpose (the “**License**”). Applicant may only use the Mark(s) on Applicant’s promotional displays, advertising, or informational materials (“**Materials**”) in strict accordance with the Mark Guidelines. Applicant acknowledges the License herein is limited to the scope of Applicant’s R2 Certification(s), and agrees to never describe products as being R2 Certified. Applicant understands and agrees that the License herein, including as limited by the Mark Guidelines, is the only permissible manner in which Applicant may describe its R2 Certification(s).

5.2 Mark(s) Ownership; All Other Rights Reserved. Applicant agrees that the Mark(s) are and shall remain SERI’s valuable property, and SERI is and shall remain the exclusive owner of all rights, title and interest in and to the Mark(s). Any and all past, present or future goodwill arising from Applicant’s use of the Mark(s) will inure solely and exclusively to SERI’s benefit, and Applicant will not be compensated for the value, if any, that Applicant contributes to the goodwill of the Mark(s), whether by Applicant’s operation of its business, by virtue of Applicant’s participation in SERI sanctioned activities (including feedback regarding or development of the R2 Standards), or in any other manner. Applicant has no ownership rights in the Mark(s) and agrees not to represent in any manner that it has acquired any ownership rights in the Mark(s). Applicant understands that no license is granted herein for use of other trademarks or service marks of SERI, which Applicant acknowledges it may not use without separate express written authorization from SERI.

5.3 Take Down Requests; Prior Approval of Materials. Regardless of compliance with Mark Guidelines, Applicant shall not use the Mark(s) in any manner which, in SERI’s sole discretion, may reflect adversely on the goodwill, image, or quality symbolized by such Mark(s). Applicant agrees to take down, immediately upon SERI’s request, any Materials SERI determines to be in violation of this Agreement, and to resolve any dispute arising therefrom via the exclusive dispute resolution process of Section 8 herein. At SERI’s request, Applicant shall submit to SERI, for SERI’s written approval as compliant with this Agreement, samples of Material(s) in which the Mark(s) are being or may be used. SERI’s approval pursuant to this Section may be granted or withheld in SERI’s sole and absolute discretion.

5.4 Notice of Changes in Circumstances. Applicant agrees to provide timely notice to SERI of relevant changes of circumstances to the facilities and/or activities that are within the scope of Applicant’s R2 Certification(s). Such changes include, but are not limited to, facility address, subdivision, subletting or other significant alteration of the physical characteristics and occupancy/activities within a facility, or of the management, ownership, or closure of any facilities. Applicant acknowledges that its Certification Body shall ultimately have discretion as to whether any such changes to Applicant’s activities and/or facilities require a change to the scope of Applicant’s R2 Certification(s).

5.5 No Confusing Use or Registrations. Without waiving SERI’s rights to statutory and other legal claims, as well as equitable remedies related to any infringement of its Mark(s), Applicant contractually agrees not to begin any new use of or file for registration of any fictitious business name, DBA, trademark, collective mark, service mark, certification mark, and/or trade name, in any class and in any country that, in SERI’s sole discretion, is the same as, confusingly similar to (such as by reference to “R2”), or likely to cause confusion with the Mark(s) or its constituent parts (collectively, “**Confusing Trade Names**”). Applicant further acknowledges that as a continuing condition of SERI’s grant of the License herein, SERI may, at any time, and in its discretion, require Applicant to cease use of Confusing Trade Names, or constituent parts thereof, that were in use by Applicant both prior to and/or after the Effective date of this Agreement with SERI. Applicant agrees to abide by SERI’s determination of such matter(s), to immediately

cease and desist use of any such Confusing Trade Names upon written demand by SERI (whether such demand is made during or after the Term of this Agreement), and to resolve any dispute arising therefrom via the exclusive dispute resolution process of Section 8 herein.

5.6 No Confusing Domain Names or Keywords. Applicant agrees to cease use of, and/or not to register or use any Internet domain name, sponsored link/ad keyword, social media handle, avatar, or any other digital designation(s) or any keyword search term that, in SERI's sole discretion, is: (i) confusingly similar to any of the Mark(s), or its constituent parts (such as "R2"), or the domain name of a SERI Website; or (ii) implies affiliation with SERI not expressly authorized by SERI, including by use of SERI's other trademarks and service marks without prior written authorization (collectively, the "**Confusing Digital Media**"). Applicant agrees to transfer such Confusing Digital Media to SERI at SERI's sole discretion and upon SERI's request, whether such were registered/purchased by Applicant before, during or after the Term of this Agreement, and regardless of whether such request is made by SERI during or after the Agreement Term. SERI will pay the reasonable and mutually agreed upon administrative costs of such transfers for Confusing Digital Media registered by Applicant prior to entering into this Agreement, but such payment shall not in any event include any amount for goodwill or other value associated therewith, or any other directly or indirectly related costs, fees, and expenses.

5.7 Separate End User License Agreement for the R2 Standards. Applicant acknowledges that it must separately enter into a copyright license agreement with SERI for a copy of the R2 Standards, which stands on its own and is separate and apart from the License granted in Section 5.1.

## 6. TERMINATION.

6.1 Termination Rights. Applicant may terminate this Agreement at any time, without refund, by providing SERI with written notice. SERI may terminate this Agreement immediately upon written notice to Applicant, if SERI determines, at its sole discretion and through any means it deems appropriate, that Applicant, an owner or officer of Applicant, or an Affiliate of Applicant: (i) committed fraud or other wrongful acts related to activities within the scope of Applicant's R2 Certification(s), (ii) has knowingly participated in conduct that subverts the R2 Standard(s) or R2 Code of Practices, (iii) is not currently in conformance with the R2 Standard(s) as concluded by Applicant's Certification Body after having failed to remedy such nonconformance through the process provided by such Certification Body; (iv) has engaged in any conduct which, in SERI's discretion, impairs the goodwill associated with the Mark(s) or SERI, and/or (v) has materially breached any provision of this Agreement, including, but not limited to, an impermissible use of the Mark(s). The grounds for such termination at Subsections 6.1(i), (ii), (iv), and (v) apply whether or not involving Applicant's R2 Certified facilities and/or activities, as long as involving activities of Applicant. This Agreement shall also terminate upon Applicant's failure to renew by payment within thirty (30) days of the Term renewal as provided in Section 3 .

6.2 Effect of Termination. **Upon termination of this Agreement, all rights SERI grants to Applicant under this Agreement terminate and Applicant must take down and immediately stop all display, advertising, and other use of the Mark(s). Furthermore, Applicant's Certification Body will be advised of such termination so it can take appropriate action(s) (e.g., suspension and/or revocation) regarding Applicant's R2 Certification(s) in accordance with the R2 Code of Practices.** Applicant will not be entitled to any full or prorated refund of the annual License Fee. Any dispute by Applicant as to the grounds for termination by SERI shall be resolved solely and exclusively by the dispute resolution process in Section 8 of this Agreement.

6.3 Survival. The following provisions will survive termination or expiration of this Agreement for any reason: Section 4.4 (Confidentiality), Section 4.5 (Applicant Declaration of Bona Fide Activities), and. Section 4.6 (SERI Data Gathering and Reporting), Sections 5.2 (Mark(s) Ownership; All Other Rights Reserved), Section 5.3 (Take Down Requests; Prior Approval of Materials), Section 5.5 (No Confusing Use or Registrations), Section 5.6 (No Confusing Domain Names or Keywords), Section 5.7 (Separate End User License Agreement for the R2 Standards), Section 6.2 (Effect of Termination), 6.3 (Survival), Section 7 (Indemnification; Disclaimer of Warranties; Limitation of Liability), Section 8 (SERI Determinations; Dispute

Resolution), and Section 9 (General). The termination or expiration of this Agreement will not affect Applicant's or SERI's accrued rights or liabilities.

**7. INDEMNIFICATION; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** Applicant agrees to indemnify, defend, and hold harmless SERI, along with its officers, Board of Directors, employees, subcontractors, R2 Consensus Body members, Technical Advisory Committee members, members of the R2 Standard Management Team, agents, and representatives, in all instances both individually and collectively (hereafter "**Indemnified Parties**") against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, and including, but not limited to, claims of loss of business, lost profits, defamation, libel, personal injury, death or property damage, that in any way arises out of or that results from: (1) any SERI action or inaction relating to the termination of, or refusal to enter into, this Agreement or a renewal thereof; (2) SERI's monitoring and/or inspection of Applicant's activities and conformance oversight by SERI or a representative of SERI; (3) any SERI action or inaction in connection with SERI's oversight and administration of the R2 Standards, R2 Certification(s), the R2 Code of Practices, and the terms of this Agreement, whether related to Applicant or any other third party; (4) Applicant's use of the R2 Standard(s) and R2 Code of Practices; (5) Applicant's own recycling, reuse, brokering, or other business activities, whether or not in the scope of Applicant's R2 Certification; (6) Applicant's provision of Applicant Data as defined herein, and (7) Applicant's performance or non-performance under this Agreement, and any other matter arising under this Agreement.

THE LICENSE RIGHTS GRANTED HEREIN, AND THE R2 STANDARD(S), ARE PROVIDED "AS-IS". APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THE R2 STANDARD(S) HAVE AND WILL CONTINUE TO EVOLVE AND CHANGE. ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE R2 STANDARD(S), THE LICENSE HEREIN, AND RELATED RIGHTS PROVIDED UNDER THIS AGREEMENT, AND/OR AS TO THE RESULTS WHICH MAY BE OBTAINED BY THEM, ARE HEREBY DISCLAIMED BY SERI, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE WITHIN OR WITHOUT THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SERI OR THE INDEMNIFIED PARTIES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, STATUTORY, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR TYPE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR LOST PROFITS, REVENUES OR INFORMATION, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SERI'S ENTIRE AGGREGATE LIABILITY (AS WELL AS THE LIABILITY, IF ANY, OF ANY OFFICER, DIRECTOR, PARTNER, EMPLOYEE, AFFILIATE, OR ANY OF APPLICANT'S SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEE'S, AS THE CASE MAY BE) FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY APPLICANT UNDER THIS AGREEMENT FOR EACH YEAR OF ITS EFFECTIVE TERM.

THE LIMITATIONS SET FORTH IN THIS SECTION 7 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE ASSUMES AND ANY ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THE R2 STANDARD(S), INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, EXPENSES AND DAMAGES INCURRED IN PREPARING FOR R2 CERTIFICATION AND MARKETING APPLICANT AS R2 CERTIFIED IF/WHEN APPLICANT FAILS TO GAIN R2 CERTIFICATION, OR LOSES SUCH R2 CERTIFICATION AS A RESULT OF NONCOMPLIANCE OR PURSUANT TO THE TERMS HEREIN. DO NOT USE THE R2 STANDARDS UNLESS YOU AGREE TO THESE LIMITATIONS.

7.1 R2 Equipment Categorization (REC) For R2 Standards Purposes Only. The R2 Standard(s) incorporate a reference document titled “R2 Equipment Categorization” (“REC”). The REC is not intended to facilitate trade between parties, and without limitation of any other warranty disclaimer(s) herein, SERI specifically disclaims any responsibility for verification of REC descriptions, including, but not limited to, as such may be used in commerce between certified or non-certified organizations.

7.2 Not Legal Advice. If a requirement of the R2 Standard(s) conflicts with any applicable legal requirement, Applicant agrees it will adhere to the legal requirement. Applicant agrees that R2 Certification does not demonstrate legal compliance. Applicant agrees to seek competent legal counsel regarding its own compliance with applicable laws. While SERI provides news and updates from time to time regarding generally applicable and publicly known laws and regulations, Applicant acknowledges that SERI does not make individual determinations of legal compliance, or provide legal advice of any kind.

7.3 Not a Declaration of Sufficiency. Use of terminology throughout the R2 Standard(s) that is used in an effort to describe the requirement objectives, including, but not limited to, descriptive terms such as “sufficient,” “effective,” or “protective,” are not intended to convey that an R2 auditor’s assessment of such methods (or SERI’s inclusion of such in the R2 Standard(s)) are conclusory validation or verification of all conditions present. Applicant understands that each situation is unique, every audit affords only a sampling, and no amount of conformance efforts with any standard can ever guarantee a particular result in practice. Applicant acknowledges the R2 Standard(s) should be viewed only as one of various methods and tools that can be utilized by an organization, and by those evaluating an organization. The R2 Standard(s) are thus offered “AS-IS” and without warranty, both to R2 Certified organizations, and to third parties who may look to any R2 Certification in the process of evaluating R2 Certified organizations. Any reliance otherwise is expressly disclaimed by SERI.

7.4 Not a Grant of Third Party Licenses. Nothing in this Agreement shall be deemed to be a grant by SERI of a license, sublicense, or other grant of a right to Applicant to use any third-party rights or any rights under any third-party license (including, but not limited to, those documents listed as Normative References in the R2 Standard(s)) that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Applicant.

7.5 Representations and Warranties. Applicant represents and warrants that: (i) if such Party is a corporate or similar business entity, that such Party is duly organized and validly existing in its state, province, or other jurisdiction of formation; (ii) the signatory to this Agreement is a duly authorized representative of such Party with all requisite authority to enter into this Agreement; and (iii) neither the execution or delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will violate any order, writ, injunction, decree, statute, rule or regulation applicable to Applicant or require, as of the Effective Date, the approval, consent, waiver, authorization or act of, or the making by such Party of any declaration, filing or registration with, any third party or governmental authority.

## **8. SERI DETERMINATIONS; DISPUTE RESOLUTION PROCEDURES.**

8.1 SERI Determinations Pursuant to this Agreement. SERI’s Executive Director shall make the initial finding on behalf of SERI regarding: (i) Applicant’s adherence to the terms and conditions herein; (ii) the appropriateness of Applicant’s usage and display of the Mark(s); and (iii) any action SERI may take or not take pursuant to this Agreement, including whether SERI should terminate, and/or not renew, this Agreement (collectively and interchangeably, “**SERI Determinations**”). Without limiting the immediate effectiveness of such SERI Determinations while any review of such action(s) is pending as provided herein, applicant shall have up to 30 days from the time it receives written notice of any such SERI Determination(s) to request SERI’s Board consider and make a determination on the Executive Director’s initial finding, and to submit information in support of its position along with such request. If Applicant makes this request, the Board shall make SERI’s final determination within 30 days of receiving such request. Neither Executive Director nor Applicant, if either is a Board member, shall have a vote. If Applicant does not request a determination by the Board within such 30 day period, the Executive Director’s initial finding shall be considered SERI’s final determination on the matter. The timeframes set forth in this paragraph may be modified by mutual agreement in writing between Applicant and SERI’s Executive Director. For purposes

of clarity, decisions regarding conformance to the R2 Standard(s) are at all times made exclusively by SERI authorized Certification Bodies, not by SERI, regardless of SERI inquiries, referrals, input, observations or recommendations to such Certification Bodies. Any and all disagreements or disputes between Applicant and its Certification Body shall be handled between such parties, and not by SERI.

**8.2 Dispute Resolution.** Should a dispute, controversy, or claim develop between the Parties under this Agreement, including without limitation, one respecting a final SERI Determination, or with respect to the validity, material breach, suspension, non-renewal, or termination of this Agreement, including the validity of this Section 8.2 (each, a “*Dispute*”), the procedures set forth below shall apply exclusively to finally resolve such Dispute (collectively, the “*Procedures*”). Applicant and SERI agree that all such Disputes shall be resolved solely and exclusively by these Procedures, *but only after the process at Section 8.1 for ensuring a SERI final determination have been followed, if applicable*. Either party may seek equitable relief, such as an injunction, in order to preserve the status quo and protect its interests during the Procedures. **THE PROCEDURES HEREIN, INCLUDING THE SEQUENTIAL PROCESS FOR NEGOTIATION, MEDIATION, AND ARBITRATION AND/OR COLLABORATIVE LAW, SHALL BE THE EXCLUSIVE MECHANISM(S) AVAILABLE TO THE PARTIES FOR RESOLVING ALL DISPUTES HEREUNDER AND THE PARTIES HEREBY WAIVE THEIR RIGHT TO LITIGATION IN COURT AND/OR TO A TRIAL BY JURY.**

- (a) **Negotiation:** In the event of a Dispute as defined at Section 8.2 (and after a SERI final determination has been reached, if applicable), the parties shall attempt to informally negotiate and resolve their conflict through discussion(s) between their respective attorneys. If a Dispute remains twenty-one (21) days following the commencement of such discussions between legal counsel, the parties may seek resolution by mediation as more fully set forth below. All negotiations between counsel shall commence upon the provision of written notice from one party to the other party identifying the Dispute and requesting the opportunity to negotiate a resolution. All communications, whether oral or written, are Confidential Information and will be treated by the parties as compromise & settlement negotiations for the purposes of the Federal Rules of Evidence as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiations.
- (b) **Mediation:** Subject to the above process for Negotiation, the parties may thereafter submit the Dispute to confidential mediation for a good faith resolution, with the mediation fees and expenses to be borne equally by the parties, in addition to each party paying its own attorney’s fees and other related expenses. The mediation must be administered by the American Arbitration Association under its Commercial Mediation Rules and shall take place virtually or, by agreement of the Parties, in Austin, Texas. The version of the rules that should apply are those currently in effect as of the date of this agreement/then in effect at the time of the Dispute. If the aforementioned mediation service is no longer available for any reason at the time of the Dispute, the parties shall mutually agree upon an alternative, comparable service, yet must first use the named service’s successor, if one exists. The mediation shall commence upon the parties’ provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the Dispute and relief requested. Each party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. All communications, whether oral or written, are confidential and will be treated by the parties as compromise & settlement negotiations for the purposes of Federal Rule of Evidence 408 as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If, after the earlier of: (i) sixty (60) days following the commencement of a mediation hereunder; or (ii) completion of the initial mediation session, the parties have still not come to a resolution for any reason (including a failure to actually mediate), they shall seek to resolve the Dispute by binding arbitration or a Collaborative Law process, as more fully set forth below. Until such time, binding arbitration may not be pursued by the parties.



(c) Arbitration or Collaborative Law. Subject to the process for Negotiation and Mediation above, either party may thereafter commence neutral, binding arbitration, or if both parties agree to do so, they may forego arbitration and seek resolution via the Collaborative Law process with their own attorneys utilizing the Protocols of Practice for Collaborative Lawyers adopted by the Global Collaborative Law Council. If arbitration is selected by at least one of the parties or if the Collaborative Law process is terminated by either Party at any time, then arbitration shall be utilized, and shall be conducted on a confidential basis and shall take place before the American Arbitration Association under their Commercial Arbitration Rules either virtually or, by agreement of the Parties, in Austin, Texas. The version of the rules that should apply are those currently in effect as of the date of this agreement/then in effect at the time of the Dispute. The arbitration shall be conducted by a single arbitrator appointed by the parties within fifteen (15) days after delivery of the Request for Arbitration. In the event the parties fail to so appoint a person to serve as arbitrator, the AAA shall appoint an appropriate arbitrator within five (5) days after the expiration of such fifteen (15) day period. Any individual will be qualified to serve as an arbitrator if he or she shall be an individual who has no material business relationship, directly or indirectly, with any of the parties to the action and who has at least ten (10) years of experience in the practice of law with experience in contract and licensing matters. The arbitration shall commence within thirty (30) days after the appointment of the arbitrator; the arbitration shall be completed within sixty (60) days of commencement, and the arbitrator's award shall be made within thirty (30) days following such completion. The parties may agree to extend the time limits specified in the foregoing sentence. Each party shall cooperate with the arbitrator in all reasonable respects and participate in good faith wherever required. Final and binding judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The parties waive, to the fullest extent permitted by law, any rights to appeal, or to review of, any arbitrator's award by any court. The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable, outside attorneys' fees and related costs. The parties agree to maintain confidentiality as to all aspects of the arbitration or Collaborative Law process, except as may be required by applicable law, regulations or court order, or to maintain or satisfy any suitability requirements for any license by any state, federal or other regulatory authority or body, including professional societies and organizations; provided, that nothing herein shall prevent a party from disclosing information regarding the arbitration or Collaborative Law process for purposes of enforcing an award. The parties further agree to obtain any arbitrator's agreement to preserve the confidentiality of the arbitration.

**THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ALTERNATIVE RESOLUTION OF DISPUTES, UP TO AND INCLUDING ARBITRATION. SUCH PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.**

## **9. GENERAL PROVISIONS.**

9.1 Governing Law. This Agreement and Applicant's and SERI's rights and obligations shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas, United States, regardless of the choice of law rules of such state or any other jurisdiction. Applicant and SERI irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Travis County, Texas, United States.

9.2 No Assignment. Applicant may not assign or transfer this Agreement or any rights hereunder to any person or other entity, or substitute any other person or entity with respect to Applicant's rights or obligations hereunder.

9.3 Non-Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by Applicant or SERI shall be considered to imply or constitute a further waiver by Applicant or SERI of the same or any other condition, right or remedy.

9.4 Independent Contractors. Applicant and SERI are independent contractors in carrying out their respective obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between SERI and Applicant, and neither Applicant nor SERI, by virtue of this Agreement, shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

9.5 Notices; Consent to do Business Electronically. All notices between Applicant and SERI must be in writing. The information entered by Applicant on its Application shall be used for notice to Applicant. Notices to SERI may be delivered to SERI's contact information provided on SERI's website. Notices that are sent or dispatched will be deemed received by the addressee: (i) in the case of personal delivery, at the time of such delivery; (ii) in the case of communication by registered post, on the third business day after dispatch; (iii) in the case of overnight express service, on the date on which the overnight carrier confirms receipt by addressee; (iv) in the case of fax transmission, on the first business day after dispatch; or (v) in the case of electronic mail, on the date on which the electronic mail was sent by the sender. The parties consent to do business by electronic means under the Uniform Electronic Transactions Act (UETA), and agree their electronic signature(s) shall be considered for all purposes as valid as if they were an original in writing.

9.6 Amendment Process; SERI Disclaimer Related to Amendments. This Agreement may be amended by SERI at any time upon ten (10) days' notice to the Applicant, and by circulation to Applicant for electronic signature to such amendment. Upon execution of such amendment(s), they will become effective for the remainder of the current Term and any subsequent renewal. Applicant's failure or refusal to execute such an amendment shall result, at SERI's sole discretion, in immediate termination of the Agreement, in which case Applicant will be entitled to a pro-rated refund of its Annual Membership Fee previously paid for the Term in-effect at the time of the amendment being proposed. SERI can also amend annually by the process for renewal invoice along with written notification of such amendments as provided in Section 2 herein; Applicant has the invoice period to review and consider the new terms, and payment of invoice will be deemed acceptance thereof. Applicant acknowledges that SERI hereby disclaims any responsibility for Applicant's costs of preparation for certification, or certification itself, as well as the impact of losing such certification, in the event Applicant chooses not to agree to any amendments made during the Term of this Agreement, and therefore is unable to continue referring to itself as R2 Certified or use the Mark(s).

9.7 Entire Agreement; Severability. This Agreement is the final, complete and exclusive agreement between Applicant and SERI with respect to the subject matter hereof and supersedes all prior discussions between Applicant and SERI. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

9.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

9.9 Accuracy of Applicant Information; Data Privacy. Applicant has provided SERI with Applicant's true and accurate name, organization/entity name (if applicable), email address, and other identifiable information regarding Applicant ("**Applicant Information**"). Applicant consents to the use of and has provided such accurate Applicant Information for the purpose of SERI enforcing, maintaining, and performing under this Agreement, to negotiate and receive amendments to this Agreement and the R2 Standard(s), and for updates from SERI regarding the R2 Standards, the electronics reuse and recycling industry in general, and/or Applicant's R2 Certification. Consistent with SERI's Privacy Policy, available at <https://sustainableelectronics.org> and incorporated herein by reference, and unless otherwise consented to by Applicant, SERI will not sell Applicant's contact information, nor use such information for any other purpose, other than as provided herein and/or consented to by Applicant. If Applicant is located in or may provide information identifying individuals located in the EU, Applicant further consents to and agrees that SERI's collection and use and/or Applicant's provision of Applicant Information, and other

information related to Applicant or Applicant's activities as contemplated under this Agreement (collectively "**Applicant Data**") is pursuant to those provisions of the General Data Protection Regulation ("**GDPR**") applicable thereto, which may include, but are not limited to: (i) as an "occasional" transfer of information necessary for the performance of a contract, under GDPR Article 49; and (ii) after Applicant's acknowledgment, hereby provided, of being advised to seek legal counsel of Applicant's choice regarding the possible risks of data transfer to the United States of America despite any determination by the European Commission of inadequate governmental safeguards. Applicant acknowledges that SERI's processing of Applicant Data will be strictly pursuant to the provisions of its Privacy Policy, that Applicant has taken the time to carefully review SERI's Privacy Policy incorporated and linked above (which includes important data processing provisions), that Applicant consents to SERI's treatment and use of Applicant Data as provided therein, and agrees that the additional and specific safeguards utilized by SERI, and the non-judicial third party mechanisms for dispute resolution used by SERI in Section 8 of this Agreement, are adequate for Applicant after considering all of the above.

9.10 **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including pandemic, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, ISP outages, network failures, governmental regulations or controls, casualty, embargoes, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 business days of its occurrence.

**SERI offers the License herein only on Applicant's acceptance of all terms and conditions of this Agreement. By signing this Agreement, the individual signing on behalf of Applicant is indicating Applicant's acceptance of all terms and conditions described above, and asserts the authority to bind Applicant to the terms and conditions in this Agreement.**

**IN WITNESS WHEREOF**, Applicant has accepted the License on the terms and conditions offered by SERI, and thereby executes this Agreement as of the Effective Date hereof.

Applicant

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Authorized  
Signature:

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Name:

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Title:

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Date:

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## Appendix A: License Fee

This Appendix A provides the License Fee referenced in Section 2 of the SERI License Agreement for R2 Certification (the “**Agreement**”). Capitalized terms herein shall have the meaning used in the Agreement.

	<b>Annual Fee</b>	<b>Maximum Annual Fee*</b>
<b>Each Facility</b>	\$2,000 USD	\$20,000 USD
<b>Each Non-Profit and Tax-Exempt Facility</b>	\$1,250 USD	\$6,250 USD

\* For Multiple Facilities Owned by the same organization

## Appendix B: Mark and Guidelines for Use (R2:2013)

The Mark:



The Mark may be amended by SERI from time to time, e.g., to include new or revised composite marks built around the licensed Mark.

This Appendix B provides usage guidelines for the above-displayed design Mark and any associated logos or composite marks of SERI formed around such Mark which may be supplied to Applicant and as amended by SERI periodically, pursuant to the SERI License Agreement for R2 Certification (the “**Agreement**”). This Appendix B provides guidelines only, and is not intended to replace the terms and conditions for the License granted to Applicant by SERI in the Agreement. which is in all respects hereby affirmed. Capitalized terms herein shall have the meaning used in the Agreement.

- 1. GUIDELINES FOR PERMITTED USE.** Pursuant to the terms and conditions of the Agreement and SERI’s License granted therein, Applicant(s) may use the Mark in connection with describing Applicant’s facilities and activities in a manner strictly consistent with the scope of Applicant’s R2 Certification(s). Such usage may include, for example, displaying and referencing the Mark in promotional materials, including in electronic and print advertisements, in order to publicize Applicant’s R2 Certification(s) for those activities and facilities within the scope of such R2 Certification(s). Use of the Mark is subject to the following formal requirements, in addition to those in the Agreement and others that may be specified by SERI as provided in the Agreement: (a) Applicant must use the logo form of the Mark in the manner in which SERI provides; (b) if use of the logo is not possible, use of the word form of the Mark may be used as follows: R2:2013 RESPONSIBLE RECYCLING<sup>R</sup>. Use of the <sup>R</sup> notation (superscript, when available; otherwise, in parentheses) should always be used with the written portion of the Mark upon its first occurrence in a writing. In any event, the Mark should be displayed in a size that is clear and readable.
- 2. PROPER ATTRIBUTION.** Where practical, Applicant must include proper ownership attribution of the Mark through a hyperlink to <https://sustainableelectronics.org> or a footnote or similar legend: “[Mark] is a registered certification mark of SERI. Any unauthorized use is strictly prohibited.”
- 3. PROHIBITED USES.** The Mark cannot be used on, or to describe products, including the packaging for such products, in any manner that implies the product itself is subject to or within the scope of R2 Certification. Applicant may not use the Mark in any way that relates to non-certified activities or facilities, or that might otherwise cause confusion as to which of Applicant’s facilities and/or activities are within the scope of Applicant’s R2 Certification. By way of example of the foregoing, the Mark may only be displayed in conjunction with those of Applicant’s facilities which are R2 Certified facilities, and may not be displayed on corporate websites or other media in a manner that is not specific and limited to those of Applicant’s facilities (or activities) which are within the scope of Applicant’s R2 Certification. Applicant may not use the Mark in any other way not permitted by SERI, including the following prohibited uses: (a) Applicant may not alter, cut apart or otherwise distort the Mark in perspective or appearance, such as varying the spelling, adding hyphens, changing the visual design aspect of the Mark, except as to remove the words “responsible recycling”, vary the size of the Mark, or the use of black and white instead of color; (b) Applicant may not combine the Mark with, within, or in conjunction with, any other material, words, phrases or designs without the prior written permission of SERI; (c) Applicant may not change the configuration or proportion of any artwork; (d) Applicant may not translate the Mark into other languages; (e) Applicant may not use the Mark in any manner not permitted by the Agreement, such as using the Mark as part of or incorporated in the name of a business, URL, social media handle, sponsored link/ad keyword or any other key word

search term (e.g., Applicant cannot register, without SERI 's approval, a domain name such as "www.r2recycling.com" or the like); (f) Applicant may not use the Mark on promotional items, such as t-shirts, coffee mugs, or similar merchandise without SERI's prior written permission; and (g) Applicant may not use the Mark in any manner or for any purpose that conflicts with the Agreement. Notwithstanding the foregoing, SERI may periodically develop composite logo designs around its Mark and may, at its sole discretion, make them available under the terms of this Agreement. Any use of the Mark is prohibited, and all Marks must be removed, following any suspension, expiration, or withdrawal of R2 Certification(s), including, but not limited to, website usage, email signatures, printed marketing, business cards, and so on. Except as may be provided in the Agreement or by SERI's written consent, usage of the Mark cannot be delegated, transferred, or assigned to any other party, nor utilized by any affiliate(s) of Applicant.

## Appendix C: Mark and Guidelines for Use (R2v3)

The Mark:



The Mark may be amended by SERI from time to time, e.g., to include new or revised composite marks built around the licensed Mark.

This Appendix C provides usage guidelines for the above-displayed design Mark and any associated logos or composite marks of SERI formed around such Mark which may be supplied to Applicant and as amended by SERI periodically, pursuant to the SERI License Agreement for R2 Certification (the “**Agreement**”). This Appendix C provides guidelines only, and is not intended to replace the terms and conditions for the License granted to Applicant by SERI in the Agreement, which is in all respects hereby affirmed. Capitalized terms herein shall have the meaning used in the Agreement.

- 1. GUIDELINES FOR PERMITTED USE.** Pursuant to the terms and conditions of the Agreement and SERI’s License granted therein, Applicant(s) may use the Mark in connection with describing Applicant’s facilities and activities in a manner strictly consistent with the scope of Applicant’s R2 Certification(s). Such usage may include, for example, displaying and referencing the Mark in promotional materials, including in electronic and print advertisements, in order to publicize Applicant’s R2 Certification(s) for those activities and facilities within the scope of such R2 Certification(s). Use of the Mark is subject to the following formal requirements, in addition to those in the Agreement and others that may be specified by SERI as provided in the Agreement: (a) Applicant must use the logo form of the Mark in the manner in which SERI provides; (b) if use of the logo is not possible, use of the word form of the Mark may be used as follows: R2v3 Certified. Use of the <sup>R</sup> notation (superscript, when available; otherwise, in parentheses) should always be used with the written portion of the Mark upon its first occurrence in a writing. In any event, the Mark should be displayed in a size that is clear and readable.
- 2. PROPER ATTRIBUTION.** Where practical, Applicant must include proper ownership attribution of the Mark through a hyperlink to <https://sustainableelectronics.org> or a footnote or similar legend: “[Mark] is a registered certification mark of SERI. Any unauthorized use is strictly prohibited.”
- 3. PROHIBITED USES.** The Mark cannot be used on, or to describe products, including the packaging for such products, in any manner that implies the product itself is subject to or within the scope of R2 Certification. Applicant may not use the Mark in any way that relates to non-certified activities or facilities, or that might otherwise cause confusion as to which of Applicant’s facilities and/or activities are within the scope of Applicant’s R2 Certification. By way of example of the foregoing, the Mark may only be displayed in conjunction with those of Applicant’s facilities which are R2 Certified facilities, and may not be displayed on corporate websites or other media in a manner that is not specific and limited to those of Applicant’s facilities (or activities) which are within the scope of Applicant’s R2 Certification. Applicant may not use the Mark in any other way not permitted by SERI, including the following prohibited uses: (a) Applicant may not alter, cut apart or otherwise distort the Mark in perspective or appearance, such as varying the spelling, adding hyphens, changing the visual design aspect of the Mark, except as to remove the words “Certified”, vary the size of the Mark, or the use of black and white instead of color; (b) Applicant may not combine the Mark with, within, or in conjunction with, any other material, words, phrases or designs without the prior written permission of SERI; (c) Applicant may not change the configuration or proportion of any artwork; (d) Applicant may not translate the Mark into other languages; (e) Applicant may not use the Mark in any manner not permitted by the Agreement, such as using the Mark as part of or incorporated in the name of a business, URL, social media

handle, sponsored link/ad keyword or any other key word search term (e.g., Applicant cannot register, without SERI 's approval, a domain name such as "www.r2recycling.com" or the like); (f) Applicant may not use the Mark on promotional items, such as t-shirts, coffee mugs, or similar merchandise without SERI's prior written permission; and (g) Applicant may not use the Mark in any manner or for any purpose that conflicts with the Agreement. Notwithstanding the foregoing, SERI may periodically develop composite logo designs around its Mark and may, at its sole discretion, make them available under the terms of this Agreement. Any use of the Mark is prohibited, and all Marks must be removed, following any suspension, expiration, or withdrawal of R2 Certification(s), including, but not limited to, website usage, email signatures, printed marketing, business cards, and so on. Except as may be provided in the Agreement or by SERI's written consent, usage of the Mark cannot be delegated, transferred, or assigned to any other party, nor utilized by any affiliate(s) of Applicant.