

BRAND GUIDELINES

1. **Definitions.** The following words have the following meanings:
 - (a) **"Agreement"** means the agreement entered into between Plastic Bank and Partner that references these Brand Guidelines.
 - (b) **"Partner"** means the party entering into the Agreement with Plastic Bank.
 - (c) **"Partner Products"** means those products or product lines of Partner or an authorized Affiliate of Partner to which these Brand Guidelines are applicable as specified in the Agreement.
 - (d) **"Social Plastic® Ecosystem"** means the environmental, economic, and social context in which Plastic Bank exists and operates and includes:
 - i. environmental and global climate change factors;
 - ii. socio-economic and community development;
 - iii. collectors of plastic, community members, operators, transportation, technology, plastic, volunteers, employees, partners, processing, social plastic recycling markets, kiosks and co-operatives; and
 - iv. the physical environment of the community and surrounding areas;as they relate to the Story and the Trademarks.
 - (e) **"Story"** means the broadcast or communication of any element of the Social Plastic® Ecosystem, including the Trademarks, data, statistics, testimonials, media, video, descriptions, biographies, or any other information that communicates the operations or impact within the Social Plastic® Ecosystem.
 - (f) **"Trademarks"** means Plastic Bank's registered and unregistered trademarks, word marks, service marks, logos, and brands made available by Plastic Bank to Partner, including:
 - i. Social Plastic®;
 - ii. Social Plastic® Ecosystem; and
 - iii. The Plastic Bank.

Any capitalized terms, not defined in these Brand Guidelines, have the same definitions as in the Agreement.

2. **No Change to Agreement.** The provisions of these Brand Guidelines are in addition to, and do not replace or rescind, any terms in the Agreement.
3. **Use of Trademark.** Each instance of use of any of the Trademarks must be:
 - (a) Limited to such use as is expressly permitted in the Agreement; and
 - (b) Unless otherwise set out in the Agreement:
 - i. directly on the packaging of any Partner Products; or
 - ii. in close proximity to an advertisement or point of sale of any Partner Products and, if on Partner's website, on the same page and directly connected to the advertisement of such Partner Products.
4. **Unaltered Use.** Partner shall not alter, vary, or distort the Trademarks.
5. **Unapproved Use.** Partner shall not use the Trademarks in any way:
 - (a) to denote or suggest a partnership, affiliation, or endorsement of Partner Products (or other goods and services) by Plastic Bank;
 - (b) disparage Plastic Bank; or
 - (c) on, stationary, promotional items, vehicles, or to promote products other than Partner Products, except as expressly permitted by the Agreement.

6. **Use of the Story.** Partner's use of the Story or any portion of the Story must directly credit Plastic Bank and include a link or reference to "plasticbank.com". Each use of the Story must be approved by Plastic Bank before being made public. Upon the request of Plastic Bank, Partner will take down or delete all references to the Story or any portion thereof, even if such Story had obtained prior approval by Plastic Bank.
7. **Logo and Claim(s) Lock-Up.** Partnership claims (as included in the Agreement) should be used in conjunction with Plastic Bank's logo, as one cohesive brand asset, on partner's communication materials, product packaging, and social or digital media platforms. Each application of the partnership claims must be approved by Plastic Bank before being made public.
8. **Credit of Ownership.** Each instance of use of any of the Trademarks must include ® or TM and the statement "used under license by The Plastic Bank Recycling Corporation" in close proximity to the Trademark and any other method approved in writing by Plastic Bank, such as:
 - (a) Learn more at PlasticBank.com;
 - (b) Discover the impact at PlasticBank.com

NOTE: the preferred arrangements and displays of the Trademarks are as follows:



9. **No False Representation.** Partner must not, when referencing or using the Story, imply that the Social Plastic® Ecosystem exists or operates without the participation of Plastic Bank. Partner will take all reasonable measures to avoid any such potential implication. This includes sponsored initiatives or initiatives done in collaboration or partnership with third parties.
10. **No Exaggeration of Impact.** Partner is limited to promote only the social and environmental impact that is directly connected to Partner Products, or as otherwise approved by Plastic Bank. Any other form of impact calculation must be approved in writing by the Plastic Bank. Plastic Bank must pre-approve ongoing or continuing methods of tracking and communicating any impact associated to Partner Products.
11. **Responsibility.** Partner will ensure that Partner's use and the use by any authorized representatives of Partner (including Affiliates) are in accordance with the Agreement and these Brand Guidelines.
12. **Follow all Laws.** Partner must ensure that all Partner Products that bear the Story or the Trademarks comply with all applicable advertising laws.
13. **Data.** Partner acknowledges and agrees that Plastic Bank is not responsible for any costs related to data collection or data verification with regards to the Social Plastic® Ecosystem.
14. **Third Party Allegations.** Partner shall inform Plastic Bank if Partner becomes aware of any claim by a third party alleging that Partner's use of the Trademarks infringes the rights of a third party. Partner will reasonably support Plastic Bank in any defense against infringement claims.
15. **Third Party Trademark Applications.** Plastic Bank shall have the exclusive right to enter oppositions against the filing or registration of trademarks that, in Plastic Bank's reasonable opinion, may be confusingly similar to the Trademarks.
16. **No Obligation.** Unless otherwise set out in the Agreement, Plastic Bank has no obligation to Partner to promote any Partner Products, or any other item or product that contains Social Plastic®.
17. **Changes.** From time-to-time and at any time, without notice, Plastic Bank may revise these Brand Guidelines and such new or amended Brand Guidelines will be binding on Partner upon Plastic Bank's publication of such new or amended Brand Guidelines.

18. Violation of these Brand Guidelines. Any violation of these Brand Guidelines by the Partner, or its agents or Affiliates, will be deemed a default under the Agreement and Plastic Bank may, at its sole discretion, terminate the Agreement without compensation to the Partner or any other party, except where Plastic Bank has expressly granted the Partner the opportunity to cure such violation in the Agreement.