



STANDARD LICENSE AGREEMENT



A1

This License Agreement (“Agreement”) is entered into between the Licensee named on the signature page (“Licensee,” “you,” “your”) and the Rechargeable Battery Recycling Corporation (“RBRC”). RBRC is a Delaware nonprofit and nonstock corporation. RBRC’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, RBRC 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.

“Authorized Payment Facilitator” means an entity which has been authorized in writing by RBRC to invoice and collect license fees, and which is required to submit such license fees to RBRC on your behalf.

“Effective Date” means the first date this License Agreement has been executed on behalf of both RBRC 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. If included as a component of a rechargeable product, the unit must be easily removable by the consumer from that rechargeable product in order to be a Licensed Battery, unless either (1) the unit weighs less than five grams and easy removability could not be provided without causing an increase in product size, or (2) providing easy removability would pose a threat to human health or safety. For purposes of this Agreement, “easily removable” means removable in a way that is readily identifiable through casual examination of the product or upon reviewing the product manual, by hand or by using typical household tools.

“RBRC Seals” means the service marks set out in Exhibit B. RBRC 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.

“RBRC Marks” means the registered trademarks and service marks set out in Exhibit B. RBRC 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.

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

2. GRANT OF LICENSE.

In return for your agreement to pay the fees described below, RBRC grants you a worldwide, non-exclusive license to display the variations of the RBRC Seals and RBRC 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 RBRC Seals and RBRC 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.

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

This license is further subject to the terms and conditions set forth in Exhibit A. Specifications for the RBRC Seals and RBRC Marks are set forth in Exhibit B. You are only authorized to place the variations of the RBRC Seals and RBRC 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 RBRC. These fees will be calculated and paid according to the schedules and methods set out in Exhibit D.

Rebates will be made by RBRC for: (1) your exports of Licensed Batteries and (2) licensed nickel-cadmium batteries that you collect and ship to an RBRC-authorized consolidation facility. Provisions pertaining to these rebates are set forth in Exhibit D.

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

4. RECYCLING PROGRAMS.

RBRC will implement and manage the RBRC Program described in Exhibit E, and will use reasonable efforts, exercised in good faith, to collect all Licensed Batteries. The RBRC 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 RBRC Seals or RBRC Marks pursuant to Section 7.

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

6. MODIFICATIONS.

At its discretion, the RBRC may revise the specifications for the RBRC Seals and RBRC 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.

RBRC may revise or replace the RBRC Program and may substitute alternative procedures for the collection of Licensed Batteries. RBRC will not provide notice of minor revisions to the RBRC Program. RBRC will not make major revisions to the RBRC 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, RBRC may revise the fee schedule set out in Exhibit D at most once per year. RBRC 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.

RBRC 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. 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 RBRC Seals and RBRC Marks by your Affiliates to ensure compliance with the terms and requirements of this Agreement.

8. INSURANCE, COLLECTION RESERVES, AND LIABILITY.

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

RBRC 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. RBRC will

undertake its best efforts to maintain collection reserves that include at least 5% of all License Fees collected by RBRC 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 the RBRC and the RBRC Program exceed the RBRC's cash receipts; or if RBRC incurs liability in connection with the RBRC Program.

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

RBRC shall not be liable to you for any consequential, exemplary, incidental, or punitive damages, even if RBRC 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 RBRC 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 RBRC Program described in Exhibit E is not operated may take the position that an RBRC Seal or RBRC Mark makes a claim of recyclability, recycled content, or the existence or maintenance of a recycling program. The display of the RBRC Seals or RBRC Marks in any such nation is your sole responsibility. RBRC 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 RBRC 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, 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 RBRC receives your written notice if: (1) you wish to terminate the Agreement because of a material change to the RBRC Program; or (2) if RBRC receives your written notice no more than sixty (60) days after you have received written notice from RBRC 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 RBRC 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.

RBRC 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. RBRC may also terminate your Affiliates' right to use the RBRC Seals and RBRC Marks. The Agreement will be terminated thirty (30) days after you receive written notice from

RBRC, unless you (or your Affiliate) have completely remedied the violation or failure in a manner satisfactory to RBRC before the end of the thirty (30) day period. RBRC is not obligated to notify your Affiliates.

You (and your Affiliates) shall stop the placement of the RBRC Seals and RBRC 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 RBRC Seals or RBRC Marks no later than twelve (12) months after you have stopped placing the RBRC Seals and RBRC Marks on Licensed Batteries (unless you received written authorization from RBRC).

If this Agreement is terminated for any reason, you are still obligated to pay to RBRC all fees that were due before termination, as well as any fees that become due after termination if you continue to place the RBRC Seals or RBRC 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 RBRC Seals and RBRC Marks, remain in effect.

11. ASSIGNMENT.

If you provide written notice to RBRC, 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 RBRC.

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 RBRC for any purpose. Except as set forth in Exhibit H, RBRC is not your agent for any purpose. No Authorized Payment Facilitator is either your agent or the agent of RBRC 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 RBRC Seals or RBRC 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 RBRC, 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 RBRC 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 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.

RECHARGEABLE BATTERY RECYCLING CORPORATION

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: _____

General/Marketing Contact: _____
E-Mail Address: _____
Telephone: _____

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

Name for Advertising:

Please set forth below the name you wish RBRC to use for your company in advertisements of the RBRC Program. Please limit the name to not more than thirty (30) characters and spaces:

The RBRC 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) MAC (EPS File) Both FILL: Color Black & White 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: _____

LICENSE AGREEMENT

INDEX OF EXHIBITS

	<u>Page</u>
A. License to Display the RBRC Seals and RBRC Marks	2
B. Specifications of the RBRC Seals and RBRC Marks	4
C. Eligible Cells.....	6
D. Schedule of License Fees.....	7
Sample Payment Method Notification Form	9
License Fee Reporting Tables.....	11
E. Rechargeable Battery Management Program Outline.....	12
F. Reporting Requirements	13
Sample Product Class Reporting Table.....	14
G. Certificates of Insurance	15
H. Limited Agency Appointment	16

EXHIBIT A

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

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

The terms and conditions of this License are:

1. You may only use the RBRC Seals and the RBRC 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 an RBRC Seal 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 RBRC Seals or RBRC Marks on any battery that RBRC 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.

This provision expressly precludes display of the RBRC Seals or RBRC Marks on any products containing rechargeable batteries that cannot be easily removed by the consumer (even if such batteries otherwise meet the definition of Licensed Batteries) and the packaging for any such products, unless either (1) the unit weights less than five (5) grams and easy removability could not be provided without causing an increase in product size, or (2) providing easy removability would pose a threat to human health or safety. "Easily removable" means removable in a way that is readily identifiable through casual examination of the product or upon reviewing the product manual, by hand or by using typical household tools.

4. You may only place the RBRC Seals and RBRC 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 RBRC Seal on the packaging and display materials for Licensed Batteries (and products containing Licensed Batteries).

RBRC also encourages you to use the RBRC Seals and RBRC 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 RBRC Seals and RBRC Marks in literature, advertising, and promotional materials for such batteries and products.

6. RBRC has the right to require you to discontinue all uses of the RBRC Seals and RBRC Marks that do not meet the specifications set forth in Exhibit B.
7. RBRC retains all rights in the RBRC Seals and RBRC Marks that are not specifically granted in this Agreement.
8. You will notify RBRC promptly if you inadvertently fail to place the RBRC Seal on any of your Licensed Batteries.
9. You acknowledge RBRC's ownership, use, and exploitation of the RBRC Seals and RBRC Marks. You will not take or cause any actions that would interfere with RBRC's ownership, use, or registration of the RBRC Seals or RBRC Marks. You will not use the RBRC Seals or RBRC Marks in any way that is false or misleading, or in any other manner that would dilute, derogate, or detract from the reputation of RBRC or the RBRC Program. You will not join any name or names with the RBRC Seals or RBRC 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 RBRC Seals or RBRC Marks. You will, at any time, execute any documents reasonably required by RBRC to confirm and acknowledge RBRC's ownership of all rights in and to the RBRC Seals and RBRC Marks.
10. You will indemnify and hold RBRC 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 RBRC Seals or RBRC Marks that is not authorized by this Agreement. RBRC shall have the right to undertake and conduct the litigation of any such action with counsel of its own selection.
11. RBRC will determine what action should be taken to protect the RBRC's rights to the RBRC Seals and RBRC Marks. If RBRC takes action against unauthorized use, you will reasonably cooperate with RBRC, at Licensee's expense, in that action. If RBRC does not take action, you, after consulting with RBRC, may take action yourself as you deem necessary for

- the protection of your rights with respect to the RBRC Seals and RBRC Marks.
12. RBRC 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 RBRC Seals or RBRC Marks infringe any applicable trademark, service mark, or other property right. This defense will only be provided if you notify RBRC in writing within ten (10) days of receiving notice of such a suit or claim. RBRC will have the right to exercise sole control of this defense and all negotiations for its settlement or compromise.
 13. The foregoing obligation of RBRC does not extend to defense of any claim or other action in which it is asserted that display of an RBRC Seal or RBRC Mark in a country in which the RBRC Program does not operate constitutes a false or misleading claim of recyclability, recycled content, or the existence of a recycling program.
 14. RBRC will register the RBRC Seals and RBRC Marks as necessary to protect the RBRC's rights, and will notify you of any new registrations.

EXHIBIT B

Specifications of the RBRC Seals and RBRC 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 **RBRC at (678) 419-9990** for PC and MAC formatted electronic files or logo sheets suitable for scanning.



If it's rechargeable, we recycle it! 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 **RBRC at (678) 419-9990** for PC and MAC formatted electronic files or logo sheets suitable for scanning. Seal artwork is also available on our Licensee web site – www.rbrc.org/licensee.

Rechargeable Battery Chemistries

RBRC recycles the following rechargeable batteries. We offer recycling programs for Nickel Cadmium, Nickel Metal Hydride, Lithium-Ion, Small Sealed Lead Acid 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 (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

RBRC 800 Number (i.e., A1, A2, A3, A4) The RBRC 800 number version of the seal contains RBRC'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)

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

RBRC 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 - 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 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.

Printed in USA on a recycled stock containing 20% post-consumer content. The RBRC battery recycling seal is for authorized use only. RBRC®, 1-800-8-BATTERY®, and Charge Up to Recycle!® are registered trademarks of the Rechargeable Battery Recycling Corporation.

RBRC
RECHARGEABLE
BATTERY
RECYCLING
CORPORATION

EXHIBIT C

Eligible Cells

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

Nickel-Cadmium 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 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 Cells: Both “lithium-ion” and “lithium polymer” cells are considered “Lithium-ion Cells.” A lithium ion cell is a portable rechargeable small sealed dry cell direct current power storage unit consisting of two electrodes. One negative electrode consisting of lithiated carbon intercalation material. One positive electrode consisting of lithiated transition metal intercalation compound. A lithium polymer cell is a portable rechargeable small sealed dry cell direct current power storage unit consisting of two electrodes. The cell consists of multiple layers of material encased in a metalized plastic sleeve, bag or other container. The top and bottom layers are the metal mesh current collection – the copper adjacent to the carbon negative electrode and aluminum adjacent to the lithiated transition metal positive electrode. A solid polymer electrolyte separates the two electrodes.

Small Sealed Lead-Acid Cells: A portable rechargeable small, sealed, nonspillable 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 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 resealable 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 that you sell (or include in products that you sell) into the United States or Canada.

The License Fee for each Licensed Battery, whether paid directly to RBRC or through an Authorized Payment Facilitator, is calculated as follows for each battery chemistry:

Ni-Cd: (SEE PAGE 10)

License fee based on cell size and number of cells per Licensed Battery multiplied by the rate as indicated in the attached Ni-Cd Fee Reporting Table.

Ni-MH, Li-Ion, Ni-Zn, and SSLA: (SEE PAGE 11)

License fee based on total weight of the Licensed Battery equal to \$.01 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.

A sample payment method notification form, licensee certification form, export certification form, and license fee reporting tables are included in this Exhibit. You need not use these exact forms, but must report the required information to RBRC.

Export Rebates: You and your Affiliates may apply for a 100% rebate of License Fees paid on Licensed Batteries that are not sold into the United States or Canada. This includes Licensed Batteries that never enter the United States or Canada, as well as those that are manufactured in or enter the United States or Canada, but are subsequently exported prior to final retail sale.

Rebate requests should be sent to the RBRC Finance & Seal Administration Division. All rebate requests must:
(a) cover not less than one calendar month of shipments;

(b) include a statement of all Licensed Batteries for which the rebate is sought, by quantity, and chemistry; (c) include a calculation of the rebate amount; (d) include supporting documentation (such as bills of lading, duty drawback forms, etc.) showing that the Licensed Batteries never entered or have left the United States and Canada; (e) include an affirmative statement by you that "such batteries and/or products are not reasonably anticipated to be subsequently shipped into the United States or Canada"; and (f) include a statement indicating from which country (i.e., the United States or Canada) the Licensed Batteries were exported, or provide the percentage of the License Fee rebate request that applies to each country.

Recycling Rebates: You and your Affiliates may apply for a rebate on used Nickel-Cadmium Licensed Batteries that you collect through your own battery collection program and ship to an RBRC-authorized Consolidation Facility. RBRC will pay a recycling rebate of \$0.1746 per pound of such batteries, less five (5) percent for the weight of the plastic in the battery packs. This rebate will be paid automatically by RBRC on a quarterly basis, and will only be paid if your License Fee payments are current.

This rebate applies only to nickel-cadmium batteries and not to any other battery chemistry.

You are responsible for all collection, packaging, and transportation costs. RBRC will pay the costs of shipping these batteries from the Consolidation Facility to a recycling facility and the costs of recycling the batteries.

To be eligible for this recycling rebate, you must first complete and submit to the Consolidation Facility the "CF Agreement" included in the *Nickel-Cadmium Battery Recycling Guide for the RBRC Seal Licensee Rebate Program*. Shipments are limited to 40,000 pounds per month. No used rechargeable products will be accepted, even if such products contain used nickel-cadmium batteries. This recycling rebate will not be paid for defective product or scrap material upon which a License Fee has not been paid.

When participating in this rebate program, you will periodically inspect the used nickel-cadmium batteries that you have collected to determine if there are any batteries in the waste stream that were not manufactured by current RBRC Seal Licensees. If you find a significant quantity of such batteries, you will report the brand names of these batteries to RBRC. RBRC will periodically provide you with a list of RBRC Seal Licensees for this purpose.

Authorized Consolidation Facilities are listed in the *Nickel-Cadmium Battery Recycling Guide for the RBRC Seal Licensee Rebate Program*.

For additional information on this recycling rebate program, and for a current copy of the *Nickel-Cadmium Battery Recycling Guide for the RBRC Seal Licensee Rebate Program*, please contact the RBRC.

Payment Directly to RBRC: You may pay License Fees directly to RBRC. If you choose to do so, your first payment is due and payable to RBRC ninety (90) days after the Effective Date of this Agreement. 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 during the previous calendar quarter. Thereafter, License Fees are due and payable to RBRC 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 RBRC 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), or provide the percentage of License Fees that you have paid for each country.

If you have also used an Authorized Payment Facilitator for the payment of License Fees during the reporting period, your certification **should not include** the Licensed Batteries for which License Fees were paid to the Authorized Payment Facilitator.

Payment Through an Authorized Payment Facilitator: You may pay these License Fees to RBRC through an Authorized Payment Facilitator. If you choose to do so, you must notify RBRC and the Authorized Payment Facilitator in writing. The Authorized Payment Facilitator will invoice you for RBRC License Fees at the same time you are invoiced for the cells or batteries that you have purchased. License Fees are due and payable to the Authorized Payment Facilitator on the same terms and conditions as payment for cells and batteries.

You may use more than one Authorized Payment Facilitator, and may discontinue use of an Authorized Payment Facilitator at any time by notifying the Authorized Payment Facilitator and RBRC in writing.

If you do not pay your License Fees through an Authorized Payment Facilitator, you are responsible for paying these fees directly to RBRC.

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

**RBRC
Finance & Seal Administration
1000 Parkwood Circle Suite 200
Atlanta, GA 30339**

Payments may also be made by wire transfer:

Account Name:	Rechargeable Battery Recycling Corporation
Bank Name:	Bank of America
Account No.:	003275724070
Routing No.:	061000052

PAYMENT METHOD NOTIFICATION

File each time you change your payment method, or change or add Authorized Payment Facilitators:

Send to RBRC:

Please check the appropriate box(es):

- Our company will make license fee payments directly to RBRC.
- Our company will use the following Authorized Payment Facilitators for payment of license fees to RBRC:

Signed: _____

(Printed Name & Title)

Date: _____

Licensee contact information:

Contact Person: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Send to the Authorized Payment Facilitator:

Our company wishes to use your services as an Authorized Payment Facilitator for payment of RBRC License Fees. Please include the RBRC License Fee in our billing for:

- Nickel-Cadmium (Ni-Cd) batteries
- Lithium-ion (Li-Ion) batteries
- Nickel Metal Hydride (Ni-MH) batteries
- Small Sealed Lead (SSLA) batteries
- Nickel Zinc (Ni-Zn) batteries

Signed: _____

(Printed Name & Title)

Date: _____

Licensee contact information:

Contact Person: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

NI-CD FEE REPORTING TABLE AND LICENSEE CERTIFICATION

File quarterly. Please remit, no later than thirty (30) days after the calendar quarter, the amount shown as the Grand Total license fee to:

Mailed Payment:

RBRC Finance & Seal Administration
1000 Parkwood Circle Suite 200, Atlanta, GA 30339

Wire Transfer Instructions:

Acct Name: Rechargeable Battery Recycling Corporation
Bank Name: Bank of America
Acct. No.: 003275724070
Routing No.: 061000052

To RBRC Confidential Representative:

I certify that during the period of

_____ to _____
(date) (date)

(past calendar quarter or other applicable period)

this RBRC Seal License, its Affiliates, and Authorized Sublicensees, have sold into the United States or Canadian markets the quantities and sizes of Licensed Cells shown on the Fee Reporting table. This does not include Licensed Cells for which the RBRC Seal License fee has been paid to an Authorized Payment Facilitator.

This information is provided to RBRC with the understanding that it will be kept confidential pursuant to the terms of the RBRC Seal License Agreement. A figure showing the percentage of license fees paid for each country is provided below.

Percentage U.S. _____ Percentage Canada _____

License Name: _____

Address: _____

Signed: _____

(Printed name & Title)

Date: _____

Phone: _____

E-Mail: _____

LICENSEE FEE REPORTING TABLE			
NICKEL-CADMIUM ROUND CELL RATES			
CELL SIZE	QUANTITY	FEE/CELL (USD)	TOTAL DUE (USD)
1/3A		0.006	
2/3A		0.010	
4/5A		0.014	
1/1A		0.017	
4/3A		0.022	
1/3AA		0.004	
2/3AA		0.006	
1/1AA		0.012	
7/5AA		0.016	
1/3AAA		0.002	
1/1AAA		0.005	
1/1AAAA		0.001	
2/3sC		0.016	
4/5sC		0.019	
1/1sC		0.025	
5/4sC		0.032	
½-3/5C		0.018	
1/1C		0.037	
1/2D		0.040	
2/3D		0.056	
1/1D		0.073	
F		0.116	
M		0.248	
1/3N		0.004	
1/1N		0.004	
9V		0.022	
NICKEL-CADMIUM BUTTON CELL RATES			
AVERAGE WEIGHT	QUANTITY	FEE/CELL (USD)	TOTAL DUE (USD)
<2.0 grams		0.001	
2.1 to 4.0		0.002	
4.1 to 6.0		0.003	
6.1 to 8.0		0.004	
8.1 to 10.0		0.005	
10.1 to 12.0		0.006	
12.1 to 14.0		0.007	
14.1 to 16.0		0.008	
16.1 to 18.0		0.009	
18.1 to 20.0		0.010	
20.1 to 22.0		0.011	
22.1 to 24.0		0.012	
24.1 to 26.0		0.013	
26.1 to 28.0		0.014	
28.1 to 30.0		0.015	
30.1 to 32.0		0.016	
NICKEL-CADMIUM PRISMATIC CELL RATES			
CELL SIZE	QUANTITY	FEE/CELL (USD)	TOTAL DUE (USD)
400 mAh		0.008	
600 mAh		0.012	
900 mAh		0.015	
≥ 1200 mAh		0.025	
GRAND TOTAL			

NI-MH, LI-ION, NI-ZN AND SSLA FEE REPORTING TABLES AND LICENSEE CERTIFICATION

For Payments Made Directly to RBRC

File quarterly. Please remit no later than thirty (30) days after the calendar quarter, the amount shown as the Grand Total license fee to:

Mailed Payment:

RBRC Finance & Seal Administration
1000 Parkwood Circle, Suite 200
Atlanta, GA 30339

Wire Transfer Instructions:

Account Name: Rechargeable Battery Recycling Corporation
Bank Name: Bank of America
Acct: No.: 003275724070
Routing No.: 061000052

TO RBRC CONFIDENTIAL REPRESENTATIVE:

I certify that during the period of: _____ to _____
(date) (date)

this RBRC Seal Licensee and its Affiliates have sold into the United States or Canadian markets the quantities and weight of Licensed Batteries shown on the attached Fee Reporting Table. This does not include Licensed Cells or Licensed Batteries for which the RBRC Seal license fee has been paid to an Authorized Payment Facilitator. This information is provided to RBRC with the understanding that it will be kept confidential pursuant to the terms of the RBRC Seal License Agreement. Please provide figure showing the percentage of license fees paid for each country is provided below.

Percentage U.S._____ Percentage Canada _____

Signed: _____ Date: _____

Licensee Name: _____

Address: _____

Phone: _____

E-Mail: _____

LICENSE FEE REPORTING TABLE						
Battery	Quantity of Units Sold (USA/Canada)				USD	USD
Weight (grams)	Li-ion	Ni-Mh	SSLA	Ni-Zn	FEE/UNIT	AMT DUE
1 - 100					\$ 0.01	
101 - 200					\$ 0.02	
201 - 300					\$ 0.03	
301 - 400					\$ 0.04	
401 - 500					\$ 0.05	
501 - 600					\$ 0.06	
601 - 700					\$ 0.07	
701 - 800					\$ 0.08	
801 - 900					\$ 0.09	
901 - 1000					\$ 0.10	
1001 - 1100					\$ 0.11	
1101 - 1200					\$ 0.12	
1201 - 1300					\$ 0.13	
1301 - 1400					\$ 0.14	
1401 - 1500					\$ 0.15	
Report weight (grams) not included above:						
GRAND TOTAL						

EXHIBIT E

RBRC Program

The Rechargeable Battery Recycling Corporation (RBRC) 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. RBRC has since expanded its program to include the lithium-ion, nickel-metal hydride, nickel-zinc, and small sealed lead-acid portable rechargeable battery chemistries and to operate in most of Canada (through a Canadian subsidiary).

A major component of the RBRC Program is the education of the public on the importance of participation in battery recycling efforts. RBRC performs battery collection and recycling as a service to the public and to the Licensees of the RBRC Seal—the companies that fund the program. The RBRC 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.

RBRC has two functional divisions: the Recycling Division and the Finance & Seal Administration Division. As a practical matter, the Recycling Division administers and operates the RBRC public education, battery collection, and recycling programs, while the Finance and Seal Administration Division licenses and administers the RBRC Seal to raise 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 RBRC 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 RBRC Seal in the United States, Canada, and other nations; records authorized Licensees in jurisdictions, as required and protects the RBRC 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 the Rechargeable Battery Recycling Corporation of Canada, a separately incorporated subsidiary of RBRC.

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.

set out in ¶¶ 1 and 2 of this Exhibit as it applies to the Licensed Batteries purchased.
2. You must make these books of account and records (and any additional business records necessary) available to a Confidential Representative of RBRC, at reasonable times and locations, to allow RBRC to confirm that you have paid the appropriate fees. This Confidential Representative will be either: (1) a third party retained by RBRC or (2) an employee or agent of RBRC bound by written agreement to maintain the confidentiality of information provided under this requirement.

RBRC may, however, release your name, brand names, addresses, and phone numbers to any person.
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 RBRC's members, any employees of its members, or to the individuals on the RBRC Board of Directors (other than those Outside Directors that are not affiliated with any RBRC 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.

RBRC 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.
4. You must file reports with the RBRC 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. RBRC 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.

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.

If you learn of any use by any person of a service mark that is confusingly similar to the RBRC Seals or RBRC Marks, you must notify RBRC promptly.
5. Your payment of License Fees to your Authorized Payment Facilitator fulfills the reporting obligations

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

If you learn of any use by any person of a service mark that is confusingly similar to the RBRC Seals or RBRC Marks, you must notify RBRC promptly.
8. You must provide RBRC 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 RBRC Program, and to help with enforcement of this License Agreement.

The first such written list is due to RBRC within thirty (30) days after the Effective Date of this Agreement, and thereafter upon request by RBRC. It is in your interest to provide this list to RBRC as soon as possible because RBRC will be providing brand name information to regulatory authorities. It is also in your interest to keep this list up to date. RBRC advises you to review the list on at least a quarterly basis and update it as necessary. RBRC 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 that will bear the RBRC Seal on the left side of the Reporting Table, and the product classes receiving the RBRC Seal in the right column as shown in the example. **You need not use this Reporting Table, but must report the product brand names covered by your License Agreement, and report the product classes for each brand name using the product class codes set forth on this page.**

Codes for Product Classes (with examples in parentheses):

- Codes for Product Classes (with examples in parentheses).

 1. Retail (AAA, C, not assembled in battery packs)
 2. Housewares (vacuums, shavers, mixers)
 3. Power Tools (saws, drills)
 4. Communications (telephones, radios)
 5. Assemblers (all battery packs sold separate from product)
 6. Emergency Lighting
 7. Hobby Products (battery powered toys)
 8. Back-up Memory (computers, clocks)
 9. Office (calculator, typewriter, computers)
 10. Medical (patient monitors, defibrillators)
 11. Test (oscilloscopes, multimeters)
 12. Video (home video equipment)
 13. Professional Video (commercial video equipment)
 14. Security (cameras, alarms)
 15. Other (military, unique applications, not in any other category)

EXHIBIT G

Certificates of Insurance

Prior to commencing battery collection, transport, and recycling operations in any jurisdiction, RBRC 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 RBRC. RBRC 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 RBRC'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 RBRC's insurance coverage, RBRC shall provide notice to you within sixty (60) days of such change. RBRC will periodically review the sufficiency of its insurance coverage as used battery shipments increase.

EXHIBIT H

Limited Appointment of RBRC and/or an Affiliate of RBRC as Agent

In some jurisdictions in North America, RBRC and/or its affiliate RBRC of Canada (“RBRCC”) has(have) obtained approval, or may in the future obtain approval, to operate the RBRC 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 RBRC and/or RBRCC to serve as your limited agent or otherwise authorized legal representative to fulfill your responsibility(ies) in such jurisdiction, subject to the acceptance by RBRC and the provisions of this Exhibit H.

If accepted by RBRC and/or RBRCC, this appointment authorizes the appointee as your agent to (a) provide to authorities certifications relating to your support of and/or participation in the RBRC Program; (b) provide to authorities any information in the lawful possession of RBRC or RBRCC relating to your participation in and/or support of the RBRC 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 RBRC and/or RBRCC believe(s), in good faith, will further recognition by authorities of your support of the RBRC Program and eliminate administrative burdens on you.

Within thirty (30) calendar days of receipt from RBRC of an invoice with respect to amounts paid on your behalf you agree to pay to RBRC as reimbursement the taxes advanced by RBRC and/or RBRCC on your behalf under the foregoing appointment, should it be accepted by RBRC and/or RBRCC, 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 RBRC, RBRCC and/or any entity with which either or both has(have) contracted, but does not include any amounts constituting the cost to RBRC, RBRCC and/or any such entity of providing those services.

Nothing in this License Agreement or any exhibit thereto, including this Exhibit H, shall require RBRC and/or RBRCC to accept the appointment as agent or legal representative stated above or take any other action, but RBRC intends to seek to fulfill these responsibilities on your behalf where this is feasible. Except as provided in the following paragraph, where RBRC and/or RBRCC determines it is willing to accept your appointment, RBRC 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, RBRC and RBRCC accept your appointment as agent in the Canadian Provinces of Ontario and British Columbia.

Nothing in this License Agreement or Exhibit H constitutes a warranty from RBRC or RBRCC 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.