

# “Sorting info” User Licence

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Donnons ensemble une  
nouvelle vie à nos produits.

## Article 0 - Definitions

**Customer(s):** person qualifying as a “producer”, as defined in Article L.541-10 of the French Environmental Code, and having entered into an agreement with Citeo or Adelphe with a view to fulfilling its obligations to contribute to the prevention and management of household and paper waste resulting from products marketed by it.

**Licensor:** refers to both,

- **Citeo:** a public limited company, with a share capital of €499,444.50, registered in the Paris Trade and Companies Register under number 388 380 073, with its registered office at 50 Boulevard Haussmann, 75009 Paris, France,
- and
- **Adelphe:** a public limited company with a share capital of €40,000, registered in the Paris Trade and Companies Register under number 390 913 010, with its registered office at 93 rue de Provence, 75009 Paris, France.

**Standard library of outline drawings for packaging and paper:** refers to the Citeo document containing pictograms that serve to describe the most common types of packaging and paper. It is available in the Licensor’s Customer Space.

**Sorting Info Guide:** refers to the Citeo document setting out the conditions of use for the Marking which is mandatory for Customers. It is available in the Licensor’s Customer Space.


**Technical Guidelines:** refers to all the Citeo sheets containing the different formats for the Marking used to illustrate the sorting instructions. It is available in the Licensor’s Customer Space.

**Licence:** licence granted by the Licensor to the Licensee, enabling the Licensee to fulfil the obligation, set out in Article L.541-9-3 of the French Environmental Code and enacted by the French AGECE Law, to mark its product or packaging with a symbol and information informing the consumer of the sorting guidelines for the product.

**Licensee:** (Citeo or Adelphe) Customers to whom the Licensor grants this licence. The term Licensee also applies to authorised agents of such Customers, as set out in Article 5, along with professional bodies representing certain Customers and who are responsible for grouping Customer declarations and contributions (federations, unions, group contracts, etc.).

**AGECE Law: French Law no. 2020-105 of 10 February 2020 on waste prevention and promoting a circular economy.**

**Principals:** a natural or legal person legally responsible for managing the household packaging and/or graphic paper waste from the products marketed in France, who has authorised the Licensee to carry out in their name and on their behalf the declaration and any operations relating to it, and to pay the ensuing financial contributions.



**Trademark:** refers to the “INFROTRI” (Sorting Info) trademark No. 4705313 submitted and registered by Citeo on 25 November 2020 under classes 40, 41, 42 and 45.

**Marking:** refers to the graphic illustrations used for the sorting rules created by Citeo and protected by copyright and registered as Designs. This Marking was presented to the French public authorities, to Citeo’s stakeholder committee and the Inter-sector Commission for Extended Producer Responsibility (CIFREP), who all issued a favourable opinion.

**Designs:** refers to the French, European Union and British drawings and designs related to the Marking created by Citeo to illustrate the sorting guidelines.

**Party or Parties:** refers to the Licensee and Licensor individually or collectively.

**Visual identity:** refers to all the Designs, the Sorting Info Guide, the technical guidelines and the standard library of outline drawings for packaging and paper created by Citeo and protected by copyright.

**Territory:** refers to the European Union and the United Kingdom.

## Article 1 – Purpose

The purpose of this Licence is to set out the conditions under which Citeo or Adelphe grant the Licensee the right to use the Trademark and Visual Identity to fulfil its obligation set out in Article L.541-9-3 of the French Environmental Code and enacted by the French AGECE Law.

As such, it should be noted that the Marking has been approved by the French public authorities, Citeo’s shareholder committee and the Inter-sector Commission for Extended Producer Responsibility (CIFREP). It therefore enables producers, as defined in Article L541-15-10 of the French Environmental Code, to fulfil their marking and information obligation mentioned in the above paragraph.


It should also be noted that the Licence is granted according to the end use established for the Designs, i.e. as two-dimensional graphics, for all the services covered by the Trademark and throughout the Territory.

The Licence covers all the rights pertaining to the Designs, in accordance with Article L513-4 of the French Intellectual Property Code, particularly the right to:

- use the Designs according to the conditions set out in the Sorting Info Guide;
- add the Designs onto household products or packaging, or any other type of media whatsoever, according to the conditions set out in the Sorting Info Guide and those set out in Article L. 541-9-3 of the AGECE Law and Articles R. 541-12-17 to R. 541-12-24 of the French Environmental Code.

The Licence also covers all the rights pertaining to the Trademark, in accordance with Article L713-3-1 of the French Intellectual Property Code, particularly the right to:

- use the Trademark according to the conditions set out in this Licence;
- add the Trademark onto any type of media whatsoever according to the conditions set out in this Licence;



In addition, the Licensor reserves the right to use the Trademark, Designs and other intellectual property rights of the Visual Identity directly themselves.

## **Article 2 – Scope**

The Licence granted to the Licensee is non-exclusive. The Licensor may also grant the Licence to any “producer”, as defined in Article L.541-10 of the French Environmental Code, and any third party, including producer responsibility organisations.

It is granted free of charge to the Licensee for the Territory, without prejudice to the right of the Licensee to export products featuring the Designs outside of the Territory, as long as applicable local regulations on sorting guidelines are respected.

## **Article 3 - Ownership of the Trademark, Designs and other intellectual property rights relating to the Visual Identity**

Citeo retains sole ownership of the Trademark, Designs and other intellectual property rights relating to the Visual Identity.

Citeo authorises its subsidiary, Adelphe, to grant the Licence to Adelphe Customers.

Citeo declares that it owns all the intellectual property and usage rights concerning the Trademark, Designs and, more generally, the Visual Identity, and that it has the right to grant the Licence freely.

## **Article 4 – Licensee’s undertakings**

### **4.1 Terms and conditions of use for the Trademark and Visual Identity**

The Licensee expressly undertakes to use the Trademark and the Visual Identity solely to fulfil its obligation under Article L541-9-3 of the French Environmental Code.

The Licensee further undertakes to use the Trademark and Visual Identity strictly in compliance with the provisions set out in this Licence.

Finally, the Licensee undertakes to comply with the terms and conditions of use applicable to the Designs, set out in the Sorting Info Guide, in addition to any other applicable legal and regulatory provisions concerning the Visual Identity.

### **4.2 Intellectual property rights of the Licensor**

The Licensee undertakes not to register, or ask someone else to register, a trademark, design or any other intellectual property that is identical or similar to the Trademark and Designs covered by the Licence and which may lead to confusion. The Licensee further undertakes not to create a company with a name that is identical or similar to the Trademark, or reserve a domain name that is identical or similar to the Trademark, anywhere in the world.

The Licensee undertakes, in all circumstances, to respect the Licensor’s brand image. The Licensee undertakes never to harm or undermine in any way whatsoever the Licensor, the Licensor’s image or the Licensor’s business activities.

## Article 5 - Use of the Trademark and the Visual Identity by Principals - Confidentiality

**5.1** The Licensor offers its Customers the possibility of appointing an agent within their group, who is authorised to sign the Customer Agreement in the name and on behalf of the entities in the group (Principals), and who submits the declarations stating the quantities of paper and packaging placed on the market, and then proceeds to pay the contributions due by said entities.

If the Licensee is the agent for these Principals, as described in the paragraph above, the Licensee is authorised to transfer the Licence on to these entities to enable them to fulfil their obligation to add the sorting symbol and information onto their products or packaging.

As mentioned above, professional bodies who represent certain Customers and are responsible for grouping Customer declarations and contributions (federations, unions, group contracts, etc.) are also authorised by the Licensor to transfer the Licence on to the Customers they represent.

However, the Licensee may under no circumstance transfer the Licence to a third party who does not qualify as a Principal.

To ensure the Designs are used appropriately, the Licensee is authorised to forward the Standard library of outline drawings for packaging and paper, the Sorting Info Guide and the Technical Guidelines to its Principals (or other Licensor Customers who are members of its organisation, as detailed above), as well as its service providers or subcontractors, insofar as their involvement is absolutely necessary for adding the Trademark and Visual Identity onto products or packaging.

The Licensee undertakes to ensure that the Principals understand and wholly comply with the terms and conditions of this Licence. If a Principal breaches its obligations under this Licence, the Licensee will remain fully liable towards the Licensor.

If a natural or physical person does not qualify as a Principal yet uses a digital interface, such as a market place, a platform, a gateway, or similar means to facilitate the remote selling or delivery of products that generate household packaging or paper waste on behalf of third parties in accordance with the provisions of Article L541-10-9 of the French Environmental Code, it may also grant the same authorisations to said third parties.


Any transfer of a Licence is subject to the terms and conditions set out herein. It is strictly prohibited to transfer the Licence to Principals or producers in return for payment.

**5.2** All the information and documents relating to the Licence are strictly confidential.

With the exception of the uses authorised by the Licensor, as set out in this Licence, the Licensee formally undertakes to keep confidential such information and documents.

The Licensee notably undertakes to ensure that confidential information:

- is protected, stored in a safe and secure place and kept in the strictest confidence, is treated with the utmost precaution and afforded the utmost protection, specifically using all measures to prevent access by unauthorised persons;
- is only disclosed to members of its staff and/or service providers, in the case of subcontracting as authorised above, and to take all measures necessary to ensure that such persons comply with the terms of this confidentiality undertaking. In any event, the Licensee shall be responsible for compliance with this obligation by its employees and/or service providers/subcontractors;
- is not disclosed or likely to be disclosed, either directly or indirectly, to any third party or to any persons other than those mentioned above;



The Parties acknowledge that the undertakings set out in this article are essential obligations for the Licensee.

It is expressly agreed between the Parties that any breach of the obligations set out above may lead to the withdrawal of the Licence in accordance with the stipulations in Article 8.

### **Article 6 - No challenge**

The Licensee undertakes not to contest the validity of the Licensor's intellectual property rights covered by this Licence.

If such rights are cancelled by request of a third party after a final judgement, the Licensee may request the termination of the Licence, without the right to claim for damages.

### **Article 7 - Entry into force and term**

The Licence enters into force from the moment the Licensee accepts the Licence in the online Customer Space provided by Citeo and Adelphe.

It will remain in force for the duration of the validity of the Trademark and Designs.

If a new visual identity is created by the Licensor, the Licence will be automatically terminated on the date the new visual identity is made available by the Licensor to its Customers.

### **Article 8 – Licence termination**

#### **8.1 Termination by one Party**


The Licence may be terminated in the following cases:

- by the Customer at any time, by registered letter with acknowledgement of receipt, addressed to: Direction Juridique de Citeo, 50 Boulevard Haussmann, 75009 Paris, France.
- by the Licensor if the Licensee breaches one of its essential obligations set out in Articles 4, 5, 6, and 8.2, after formal notice sent by registered letter with acknowledgement of receipt remaining ineffective for a period of one (1) month following its receipt;
- automatically if the Licensee is subject to compulsory liquidation, in breach of a statutory provision, dissolved, placed into administration, seized, prohibited from doing business, and, more generally, if the Licensee's situation changes in any way that prevents the performance of the obligations under this Licence;
- automatically if the agreement entered into by the Licensee with Citeo and Adelphe comes to an end, expires or is terminated.
- if the Licensor loses or fails to renew their accreditation;
- automatically if a new visual Identity is created by the Licensor, on the date the new visual Identity is made available by the Licensor to its Customers.

#### **8.2 Licence expiry**

On expiry of this Licence, the Licensee undertakes to immediately:

- Cease any direct or indirect use of the Designs, Trademark and Visual Identity whatsoever.
- Inform all the sub-licensees (Principals, Customers who are members of unions or federations, etc.), without delay, of the termination of the Licence and take the



necessary measures to ensure that they cease to use the Trademark and Visual Identity for which they have been granted a sub-licence.

As an exception, if the Licence were to be terminated because of the introduction of a new visual identity, the Licensee would be authorised to continue using the Trademark and Visual Identity until the new visual identity comes into force, under the conditions set out by the Licensor for implementing and launching the new visual identity.

#### **Article 9 – Transfer of the Agreement**

In the event of a universal transfer of assets, a merger, a transfer, etc. by the Licensee, the Licence shall be transferred to the new entity resulting thereof.

#### **Article 10 – General provisions**

For the performance of the Licence agreement and the consequences thereof, the Licensor and Licensee's service addresses shall be their respective registered offices.

If either Party fails, at any time, to exercise any of the rights or options, submit any of the claims, or take any of the actions it is entitled to under this Licence, this shall not constitute a waiver or refusal to exercise such rights or options, make such claims or take such action.

If one of the clauses in this Licence is acknowledged or declared void, or in breach of a public policy, the said clause shall be deemed null and void. All the other clauses shall remain in force.

However, if the invalidity or inapplicability of a clause in this Licence were to seriously affect the legal and/or financial viability of the Licence, the Parties agree to meet to replace such a clause with a valid one, which will be as similar to the initial clause as possible in both legal and financial terms.

All the provisions of the Licence constitute the entire agreement and understanding between the Parties. This agreement supersedes all considerations, offers or proposals, whether oral or written, which may have been made prior to its signature, as well as any prior agreement, whether oral or written, entered into by the Parties and concerning the subject matter hereof.

#### **Article 11 - Disagreements, disputes and court of jurisdiction**

The Licence, its performance and its interpretation are governed by French law.

The Parties undertake to use their best efforts to amicably settle any dispute arising between them and shall therefore report any difficulty they may encounter in performing their obligations under this Licence.

Any dispute arising out of this Licence, or in connection with the validity, interpretation, performance or termination thereof, which cannot be resolved out of court shall be referred to the competent court under the jurisdiction of the Commercial Court of Paris.



## Article 12 – Acceptance of the Licence

The terms and conditions of the Licence shall be deemed as accepted once they have been validated by the Licensee via the acceptance module made available online by the Licensor (box to check or acceptance by “clicking”).

The Licensee acknowledges that these terms of acceptance constitute a valid means of concluding and executing this Licence agreement.

The Licensee also acknowledges that these means of acceptance of the terms and conditions of the Licence shall have probative force whatever the use made, and particularly in case of challenge or dispute. The Licensee acknowledges that the identification elements, along with any other login data associated with the process of accepting the terms and conditions of the Licence (including emails sent and received), timestamp data and any proof files issued/used within this context are admissible in court as evidence of the data and elements they represent, as well as of the consent they express, in accordance with the requirements of Article 1367 of the French Civil Code.

The Licensee expressly waives its right to challenge or take any legal action in relation to the admissibility, enforceability, or probative force of the acceptance of the terms and conditions of the Licence.