



CUTLEREASE™ CUTLERY DISPENSER LEASE AGREEMENT

This LEASE Agreement ("Lease") by and between undersigned user ("User" or "Lessee"), and Waddington Group Inc. and/or any of its affiliates identified below (collectively "Waddington" or "Lessor") is entered between the parties on the effective date noted below, subject to the following terms and conditions:

- 1) **OWNERSHIP.** Waddington/Lessor retains all property ownership rights, including intellectual property rights, in and to the CUTLEREASE™ dispensers/ dispensing system ("System") and any improvements thereto at all times. Lessee will not take any direct or indirect actions that could in any way compromise or encumber Lessor's ownership of the System. Lessee will not rebrand, suppress or alter any trademarks, logos, or any other signage, language, or indicia affixed to the System for any reason.
- 2) **TERM.** The term of the lease ("Term") is five (5) years from delivery of the System to User. Upon Lessor's written consent, User may be granted a 30-day Trial Period to evaluate the System. The Term of the lease shall remain in effect unless written notice of termination by the Lessee to Lessor occurs prior to the end of the Trial Period. The Term will automatically renew annually unless otherwise terminated.
- 3) **DELIVERY.** Lessor will arrange for freight prepaid, standard delivery of the System to the User. User will install CUTLEREASE™ dispensers at locations listed in attached SCHEDULE A.
- 4) **COSTS.** User will pay a one-time initiation fee for the System either directly or through a distributor as agreed to between the parties.
- 5) **LIMITATIONS.** User agrees that only CUTLEREASE™ cutlery refill packs ("Supplies") specified by the Lessor will be used in or with the System. User will only purchase Supplies from an authorized source or distributor as specified in SCHEDULE A. Use of unauthorized cutlery or Supplies from an unauthorized source shall constitute a material breach of this Lease.
- 6) **MODIFICATION.** User will not modify, tamper, disassemble, reverse engineer, or alter the CUTLEREASE™ dispensers/ System or any component thereof for any reason.
- 7) **WARRANTY.** The System will be provided to the User free from defects in materials and workmanship for a period of five years under normal use. Lessor will not be liable for any losses or costs resulting from violation of any of the provisions herein or improper use, or for any indirect, consequential or incidental damages. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS EXTENDED OR OFFERED.
- 8) **MAINTENANCE/REPAIR.** Lessee acknowledges that there are no defects in the System unless Lessee notifies Lessor in writing within five (5) days of delivery of the System. Lessor is responsible for either repair or replacement of the System, as deemed appropriate at its sole discretion, due to a defect in materials or workmanship. User is responsible for maintenance of the System during ordinary use or typical wear and tear. Repair or replacement of the System or components thereof during the Term will not renew or reset the Term or the Warranty and is within the sole discretion of the Lessor.
- 9) **PROPER USE.** User bears all responsibility for proper use of the CUTLEREASE™ dispensers/ System. Use of unauthorized Supplies is deemed a material breach of this Lease and an abuse of the System.
- 10) **LOSS/DAMAGE.** User assumes all liability for loss of or damage to the System due to negligence, improper installation or use, or failure to follow use instructions whether intentional or not, including all related costs and expenses.

- 11) **TERMINATION.** This Lease may be terminated by either party without cause upon a minimum of thirty (30) days written notice. In the instance of a breach of any term of this agreement that is not cured by the User within ten (10) days, Lessor may, in its sole discretion, terminate this Lease immediately with written notice to User.
- 12) **RETURN OF PROPERTY.** Upon termination during the Trial Period, User will within ten (10) business days return the System to Lessor, in a manner directed by Lessor, at Lessor's expense. In the event of termination for breach or after the Trial Period, User shall arrange for return of the System to Lessor within five (5) business days, at User's sole cost and expense. In the event of failure to return the System after sufficient notice, Lessor or representative may, during normal business hours, retrieve the System from User's premises at User's expense.
- 13) **ASSIGNMENT/SUBLEASE.** User may assign this Lease to a successor subject to the successor agreeing to be bound by the terms and conditions of the Lease in writing and upon giving appropriate notice to Lessor of such assignment.
- 14) **BINDING AGREEMENT.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their subsidiaries, successors and assigns.
- 15) **ENTIRE AGREEMENT.** This Lease, and any documents incorporated herein by reference, constitute the entire understanding between the parties, and supersedes any previous agreement, whether written or oral, between the parties.
- 16) **NOTICES.** Communications will be delivered to the address and addressee provided herein or as updated in writing by the parties hereto.
- 17) **WAIVER.** None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of Lessor, but only by an instrument in writing signed by an authorized representative of the Lessor.
- 18) **SEVERABILITY.** If any part of this Lease is determined by a governmental authority to be unenforceable, the parties intend this Lease to be enforced as if the unenforceable parts were not present and any partially valid or enforceable parts are enforced to the extent they are enforceable.
- 19) **TAXES.** User acknowledges and accepts sole responsibility for all federal, state and local taxes and/or fees associated with this Lease of the System. Under no circumstances shall Lessor or its affiliates have any tax liability for this Lease and/or the System provided to User.
- 20) **LAW.** The interpretation and construction of this Lease, and all matters relating to this Lease, will be governed by the laws of the Commonwealth of Massachusetts.

EFFECTIVE DATE: _____

FOR LESSOR
Eco-Products, PBC
<Waddington Group Inc. Affiliate>

Christopher J. Klein, General Counsel

For LESSEE

< FULL COMPANY NAME>

<AUTHORIZED SIGNATURE>

<NAME>

<TITLE>

**CUTLEREASE™ CUTLERY DISPENSER
LEASE AGREEMENT
SCHEDULE A**

ORIGINAL DATE _____
REVISION DATE _____

NOTICES	
TO LESSOR	Attn: President Eco-Products, PBC 6 Omni Way Chelmsford, MA 01824 E-mail: Cutlerease@novolex.com
TO LESSEE	[Notice address and email be provided by Lessee]

CUTLEREASE™ DISPENSER SKU	QTY.
EPCEFK (Fork Dispensing Unit)	
EPCESP (Spoon Dispensing Unit)	
EPCEKN (Knife Dispensing Unit)	
EPCEBASE (Base Unit – holds 3 Dispensing Units)	

USER COMPANY NAME AND ADDRESS	
LOCATION ADDRESSES WHERE CUTLEREASE™ DISPENSERS WILL BE INSTALLED	
LOCATION 1	
LOCATION 2	
LOCATION 3	

AUTHORIZED DISTRIBUTOR	
Name	
Address	

ALTERNATE DISTRIBUTOR	
Name	
Address	

OTHER	
Salesperson	
Broker	
Notes	

ESTIMATED CUTLERY USAGE			
	Fork	Spoon	Knife
Daily (pcs.)			
Monthly (cs.)*			
Annual (cs.)*			

* Each cutlery case contains 960 pieces.

INITIATION FEE	
Initiation fee of \$35 for a single Cutlerease™ dispensing system (3 cartridges + base)	
Final Initiation Fee:	

Email signed Lease and SCHEDULE A to:

Cutlerease@novolex.com

Use Separate Sheet for additional locations