

Certification Mark License Agreement

Between:

BC AGRICULTURE COUNCIL a society incorporated under the laws of the Province of British Columbia, having an office at #230 - 32160 South Fraser Way, Abbotsford, British Columbia, V2T 1W5 (the “**Licensor**”)

And:

Each party which has:

- a) applied to the Licensor for the right to participate in Licensor’s WE ♥ LOCAL certification program; and
- b) been expressly granted the right by the Licensor, pursuant to this Certification Mark License Agreement, to use the Certification Mark (as defined below) and has accepted, acknowledged and agreed to the terms hereof.

(each, a “**Licensee**”)

DEFINITIONS - In this License:

“Agreement” means the contract formed by the Licensor’s acceptance of Licensee’s Application;

“Application” means the application submitted to the Licensor by a licensee for a license to use the certification mark and to participate in the Program;

“Certification Mark” means the WE ♥ LOCAL certification mark, whether registered or not registered, identified in Schedule “A” hereto;

“Domain Name” means the Program’s principal web address *at www.buylocaeatnatural.com*;

“Effective Date” means January 27, 2014 or such later date on which the Licensor officially grants this License to a Licensee and it is accepted by such Licensee;

“Licensed Property” means the Certification Mark and the Domain Name and all other trademarks, corporate names, business names, domain names, applications and registrations related to the Program and included within the scope of the Licence from time to time;

“Permitted Products” means farmed, harvested, processed and prepared foods that fit within either of the following categories:

Products Category A

Farmed and/or harvested food, fish or agricultural product, including, but not limited to, fruits, vegetables, poultry, meat, seafood, dairy and eggs, which must be 100% farmed and/or harvested within the Province of British Columbia.

Products Category B

Processed foods, including, but not limited to, beverages, canned foods, frozen foods, dried foods and natural health products that meet the standards set out in Schedule “B”.

“Permitted Services” means those businesses that grow, farm, ranch, harvest, process, package, serve, and sell, on a retail and wholesale basis, the Permitted Products and which fit within any of the following categories:

Services Category A - Qualified Restaurants that provide at least five menu items made with the Permitted Products.

Services Category B - Qualified Supermarket Retailers whose total product offering, at any given time, comprises at least 10% Permitted Products.

Services Category C - Qualified Small Retail Partners and Vendors that, at any given time, offer for sale at least 20 Permitted Products or whose product offering comprises at least 50% Permitted Products.

Services Category D - Qualified Farms and Qualified Beverage Producers that, at any given time, produce Permitted Products.

It is intended that Qualified Supermarket Retailers, Qualified Small Retail Partners and Vendors and Qualified Restaurants using the Licensed Property under license will not be reproducing or otherwise using or displaying the Certification Mark on any products or any packaging, labelling, or tags attached to any products, with the exception of house brands. Rather, Qualified Small Retail Partners and Vendors and Qualified Restaurants will use the Certification Mark more generally to promote their services, in the manner specified in their application to, and approved by, the Licensor.

“Qualified Beverage Producer” means a brewery, cidery, distillery or winery which produces Permitted Products;

“Qualified Boutique Retailer” means a small business specializing in one aspect of a larger industry;

“Qualified Farm” means a grower and harvester of Permitted Products that sells those Permitted Products on a retail basis to members of the general public;

“Qualified Food Truck” means a mobile food vendor that serves prepared or cooked Permitted Products to customers;

“Qualified Market Vendor” means a retail vendor that grows, makes, or prepares Permitted Products and sells those Permitted Products at local farmers’ markets;

“Qualified Merchant” means a business that purchases Permitted Products on a wholesale basis and sells those Permitted Products on a retail basis to members of the general public;

“Qualified Producers” means Qualified Farms, Qualified Beverage Producers and Qualified Seafood Producers producing Permitted Products;

“Qualified Restaurant” means a restaurant, snack bar, café, bistro, delicatessen, catering facility, or other food service establishment that provides at least five menu items made from Permitted Products;

“Qualified Seafood Producer” means a grower and/or harvester of farmed or wild seafood;

“Qualified Small Retail Partners and Vendors” means Qualified Boutique Retailers, Qualified Merchants, Qualified Market Vendors, and Qualified Food Trucks selling Permitted Products and which, at any given time, offer for sale:

- a) at least 20 Permitted Products; or
- b) a product offering comprising at least 50% of Permitted Products

“Qualified Supermarket Retailers” means large self-service retail stores that sell food and other household goods and which, at any given time, offer for sale a product offering comprising at least 10% of Permitted Products;

“Program” means the WE ♥ LOCAL program administered by the Licensor;

“Program User’s Guide” means the guidelines, regulations, rules, standards, and policies issued by the Licensor, as they may be amended, supplemented or replaced from time to time, relating to the Program and the use of the Certification Mark;

“Promotional Merchandise” means merchandise that is not a Permitted Product and is sold or given away to promote the sale of products; and

“Standards” means the quality and content standards in accordance with the content criteria prescribed by Licensor from time to time and as set out in **Schedule “B”** attached hereto.

WHEREAS:

- A. The Licensor owns the Certification Mark.
- B. The Licensee uses or proposes to use the Certification Mark.
- C. The parties are entering into this Agreement to confirm the basis upon which the Licensee is permitted to use the Certification Mark.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant – The Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable, revocable, licence (“**Licence**”) to use the Certification Mark so long as:
 - (a) the Licensee demonstrates compliance with the Program User’s Guide and the Standards, as determined by the Licensor in its sole discretion;
 - (b) the Licensee agrees that its use of the Certification Mark shall at all times be under the control of the Licensor, and the Licensee shall cooperate with the Licensor in facilitating said exercise of control;
 - (c) the Licensee shall adhere to the Standards governing the quality of the services performed in association with the Certification Mark, as well as to any other requirements the Licensor indicates in its sole discretion at any time;
 - (d) the Licensee shall use the Certification Mark only in a form and manner that is acceptable to the Licensor;
 - (e) the Licensee will be permitted to use the Certification Mark on letterhead, promotional brochures, product packaging, product labelling, and signage, or in any other manner as expressly authorized by the Licensor;
 - (f) the Licensor shall have the right to access the Licensee’s premises at a time of the Licensee’s choosing during normal business hours for the purpose of inspecting the services provided by the Licensee in association with the Certification Mark so as to ensure compliance with the Standards; and
 - (g) the Licensee shall supply to the Licensor specimens of its usage of the Certification Mark including, without limitation, any promotional materials, labelling or signage.
2. Expansion – This Licence (and the Licensed Property hereunder) may be expanded from time to time by the Licensor to include additional trade-marks, certification marks, and domain names as may be authorized by the Licensor orally or in writing.
3. Permitted Products and Services – The Licensee may use the Licensed Property under the Licence only in association with:
 - (a) the Permitted Products and the Permitted Services, or only the Permitted Products or Permitted Services, as the case may be, as expressly indicated by the Licensor to the Licensee at the time and at the time the Licence is granted.
 - (b) any additional products and services that may be authorized by the Licensor;(collectively, the “**Permitted Products and Services**”).

4. Character and Quality – The Licensee will only use the Certification Mark and the Licensed Property in association with Permitted Products and Services that:
 - (a) have a character and quality that conform with the policies, specifications, regulations and Standards authorized or stipulated by the Licensor from time-to-time; or
 - (b) are supplied to the Licensee by the Licensor and whose character and quality is not altered by the Licensee without the authorization of the Licensor.

5. Domain Name – The Licensee may use the Domain Name only in connection with the business of selling and supplying Permitted Products and Services that comply with the requirements established under this License and only to indicate the address of the Program’s website.

6. General Prohibitions – Except as may be authorized by this Agreement or by the Licensor, the Licensee will not directly or indirectly through any number of intermediaries:
 - (a) use, reproduce, display, or take the benefit of any of the Licensed Property except as expressly permitted by this Agreement or as otherwise authorized by the Licensor;
 - (b) do anything or omit to do anything that might impair, jeopardize, violate, infringe, dilute, depreciate, prejudice, derogate from, tarnish or disparage any of the Licensed Property, the goodwill associated with any of the Licensed Property or the Licensor’s interest in any of the Licensed Property;
 - (c) oppose, contest or in any other manner challenge the validity of any of the Licensed Property or the Licensor’s interest in any of the Licensed Property;
 - (d) claim, use, display, reproduce or apply to register, record or appropriate any trade-mark, corporate name, trade name, business name, trading style, copyright, or design that in whole or in part reproduces or resembles any of the Licensed Property or is confusing with any of the Licensed Property or is derived from or based on any of the Licensed Property;
 - (e) use, display, register, apply for, reserve, or attempt to acquire rights in any identifier (“**Identifier**”) that incorporates, reproduces, is confusing with, is derived from, or is based on any of the Licensed Property, in whole or in part, including, without limitation, an Internet domain name, universal resource locator, telephone number, address, or identification code;
 - (f) use, reproduce, display or make reference to any of the Licensed Property, or any trade-mark, trade name, corporate name, business name, trading style, Identifier or design of the type referred to herein in a manner that defames, slanders, libels, criticises, or ridicules the Licensor, the Licensor’s business, or any of the Licensor’s products or services; or

- (g) assist, permit, or encourage any other person or entity to do any of the foregoing.
7. Reproduction and Display – The Licensee may reproduce or display the Marks on:
- (a) Permitted Products and Permitted Services which the Licensee sells or supplies to others;
 - (b) packaging, labelling, tags, signage, advertising and promotional material for Permitted Products and Permitted Services; and
 - (c) Internet websites (using a uniform resource locator approved by the Licensor in its discretion) that promote the Permitted Products or Permitted Services,
- in accordance with the policies, specifications, regulations and standards authorized or stipulated by the Licensor from time-to-time.
8. Cooperation – The Licensee will cooperate with the Licensor for the purpose of:
- (a) registering or recording the Licensed Property in the Licensor’s name;
 - (b) registering or recording the Licence or notice of the Licence;
 - (c) protecting, preserving and enhancing the Licensed Property and the Licensor’s interest therein; and
 - (d) establishing security for the Licensor’s rights and interests under this Agreement.
- as reasonably requested by the Licensor from time to time.
9. Ownership/Enurement – The Licensee acknowledges the validity of the Licensed Property and the Licensor’s ownership of the Licensed Property and all goodwill associated with or appurtenant to the Licensed Property. All the benefit and goodwill associated with use of the Licensed Property by the Licensee at all times will enure entirely to the Licensor. The Licensee hereby absolutely and irrevocably assigns to the Licensor all right, title, and interest throughout the world that it may now have or may later acquire in the Licensed Property, including all related goodwill, other than the Licensee’s right to use the Licensed Property under the Licence.
10. Verification – Promptly when requested to do so by the Licensor, the Licensee will:
- (a) permit and assist the Licensor to enter premises where the Licensee exercises any of its rights under this Agreement or where it produces, reproduces stores or supplies any of the Permitted Products and Services or any other material bearing or referring to any of the Licensed Property;
 - (b) permit and assist the Licensor to observe the Licensee’s activities relating to Licensed Property;

- (c) permit and assist the Licensor to inspect Permitted Products and Permitted Services for which the Licensee is using, or proposes to use, any of the Licensed Property, and any material in Licensee's possession or control on which any of the Licensed Property appears;
 - (d) provide the Licensor with samples of material prepared by, for, or with the permission of the Licensee that bears or refers to any of the Licensed Property; and
 - (e) provide the Licensor with samples of wares and services in association with which the Licensee uses or proposes to use any of the Licensed Property.
11. Retained Rights – Nothing in this Agreement will prevent the Licensor from exercising and licensing others to exercise any or all rights in the Licensed Property in any area, as it sees fit. When requested to do so by the Licensor, the Licensee will promptly execute and deliver to the Licensor any written consents or other instruments that the Licensor, acting reasonably, considers necessary or useful to exercise or permit others to exercise the Licensor's retained rights in the Licensed Property.
12. Duration – The Licence is effective commencing as of the Effective Date and, subject to Sections 13 and 14:
- (a) the Licence will subsist for an initial term that ends one year after the Effective Date; and
 - (b) after the initial term, the Licence will renew automatically for an indefinite number of consecutive one-year renewal terms unless any party gives the other written notice of non-renewal at least 30 calendar days before the end of the initial term or the renewal term in effect at the time.
13. Termination by the Licensor – The Licence may be terminated by the Licensor on the occurrence of any of the following events:
- (a) if the Licensee materially defaults in observing or performing any of its material obligations hereunder and fails to correct the default within 30 calendar days after receiving a written demand from the Licensor to do so; or
 - (b) if the Licensee becomes insolvent, commits an act of bankruptcy or makes an assignment for the benefit of creditors, or if the Licensee seeks protection from creditors under any law or procedure, or if a receiver or receiver-manager is appointed for the Licensee or any of its assets, or if any proceeding in bankruptcy, receivership, winding-up, or liquidation is initiated in respect of the Licensee, or if the Licensee ceases to sell or provide Permitted Products and Permitted Services in association with the Certification Mark in the ordinary course of business; or
 - (c) if the Licensor, acting reasonably, is satisfied that continuing the Licence in respect of any of the Licensed Property, or any wares, services, geographic area or

market sector may be prejudicial to the proprietary basis of any of the Licensed Property or may lead to the infringement or violation of the rights of a third party, in which case the termination will relate only to the Licensed Property, wares, services, geographic area, or market sector so affected

by the Licensor giving the Licensee written notice of termination which will be effective on delivery to the Licensee.

14. Termination for Convenience – The Licence may be terminated by the Licensor or the Licensee for convenience by giving the other written notice of termination for convenience, which will be effective 120 calendar days after receipt.
15. Effect of Termination – Forthwith on termination or expiration of the Licence:
 - (a) the Licensee will cease all use of the Licensed Property that incorporate or are confusing with any of the Licensed Property or that are derived from or based on any of the Licensed Property;
 - (b) as directed by the Licensor, the Licensee will permanently delete the Licensed Property from all wares, signs, and other physical materials in its possession or control that bear or refer to any of the Licensed Property (including plates and digital files and other means for reproducing the Licensed Property) but if the Licensee cannot or prefers not to do that, the Licensee will deliver the items to the Licensor; and
 - (c) as directed by the Licensor, the Licensee will permanently erase or delete the Licensed Property from all Internet websites, networks, domain names, and Identifiers controlled by the Licensee or by others on behalf of the Licensee, including reproduction of Licensed Property in meta-tags and key words that appear on, are displayed by, or are embedded in websites and networks.
16. Infringement of Licensed Property – If, during the subsistence of the Licence, the Licensee becomes aware that any third party (other than an affiliate or licensee of the Licensor) is using a trade name, business name, corporate name, Identifier, trade-mark, get-up of goods, trade dress, graphic design, or mode of advertising or promotion that might reasonably amount to infringement, unfair competition, passing-off or cybersquatting in respect of any of the Licensed Property, the Licensee will promptly report particulars of those activities to the Licensor.
17. Claims by Others – If the Licensee learns that any person or entity is alleging that any of the Licensed Property is invalid, infringes the rights of any party, or is open to any other form of attack, then the Licensee will not make any admissions in respect of the allegation and will promptly report the matter to the Licensor.
18. Proceedings – The Licensor will have the right, but not the obligation, to control and direct the conduct of all legal proceedings and negotiations with third parties relating to the Licensed Property except as follows:

- (a) if a third party carries on an activity that might constitute infringement, passing-off or unfair competition in respect of the Licensed Property, and the Licensor does not initiate proceedings against that third party within one month after the Licensee requests the Licensor to do so, then:
 - (i) entirely at its own expense, the Licensee may institute proceedings against that third party in respect of its own interests, and
 - (ii) the Licensee will indemnify and save harmless the Licensor from and against all expenses, costs, damages, and liabilities it incurs in connection with any proceeding that the Licensee initiates against any such third parties and any counterclaims or other proceedings initiated by such third parties;
- (b) subject to Section 20, the Licensee may defend itself at all times from actions brought by others.

The Licensor may, in its absolute discretion, choose not to defend or prosecute any actions or any other proceedings with third parties that relate to the Licensed Property and it will have no liability to the Licensee for failing to defend or prosecute any actions or proceedings of that type.

- 19. Assignment and Sublicensing – The Licensee will not assign, license, sublicense, grant, authorize or attempt to give any third party any right or interest in or under this Agreement, the Licence, or the Licensed Property, and the Licensee will not authorize any third party to use, display or reproduce the Licensed Property, without first obtaining the written consent of the Licensor, which may be withheld for any reason or without reason. If the Licensor’s consent is given on any particular occasion, further consent will be required for every subsequent occasion.
- 20. Disclaimer – The Licensor makes no representations or warranties to the Licensee regarding the Licensed Property or its use by the Licensee, including those regarding ownership and whether or not the Licensed Property infringes the rights of third parties. The Licensee waives and releases all claims against the Licensor regarding the Licensed Property and the Licensee’s use thereof that the Licensee would have or might acquire but for the foregoing disclaimer.
- 21. Indemnity – The Licensee will indemnify and save harmless the Licensor and its directors, members, officers, employees and agents (collectively, the “**Indemnitees**”) from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs charged to any of the Indemnitees by their lawyers, that may be incurred by any of the Indemnities or claimed by any third parties against any of the Indemnities in connection with any wares, services or business of the Licensee, any negligent or wrongful conduct of the Licensee, and any breach of this Agreement by the Licensee or by any person who is related to or affiliated with the Licensee.

22. Time/Waiver – The timely performance and observance of the parties’ obligations hereunder is an essential condition of this Agreement, and:
- (a) if the Licensor waives a particular default of the Licensee, that will not affect or impair the rights of the Licensor regarding any other default of the Licensee;
 - (b) if the Licensor delays or fails to exercise any rights in connection with a default of the Licensee, that will not affect or impair the rights of the Licensor regarding that event or any other default of the Licensee; and
 - (c) in any event, the timely performance and observance by the Licensee of its obligations will continue to be an essential condition of this Agreement without the need for specific reinstatement following particular waivers, extensions, or delays.
23. Law/Dispute Resolution – The parties intend that:
- (a) this Agreement will be governed by and interpreted in accordance with the laws prevailing in the Province of British Columbia, Canada and
 - (b) all disputes between them relating to this Agreement, the Licensed Property, or any Identifier will be finally settled in the Supreme Court of British Columbia
24. Implementing Intention – The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in this Agreement.
25. Authorization – Except for the grant of this License, any authorization or consent given by the Licensor under this Agreement or otherwise in connection with the Certification Mark must be given expressly in writing signed by a director or officer of the Licensor.
26. Notice – All notices and other communications that the parties give each other in connection with this Agreement must be in writing and will be deemed given if delivered by hand, double registered mail, or fax to the recipient at its address set out on the first page hereof or at such other address or telecommunication number of which the party gives the other notice. Proof of delivery in that manner will constitute proof of receipt.
27. Singular/Plural – In this Agreement, the singular will also imply the plural, and *vice versa*.
28. Whole Agreement – This Agreement supersedes all prior agreements and understandings of the parties regarding the Licence. This document contains the entire understanding between the parties regarding the Licence, and may not be varied except by a written instrument signed by both parties.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the Effective Date.

SCHEDULE "A"
THE CERTIFICATION MARK



SCHEDULE "B"

**QUALITY AND CONTENT STANDARDS PRESCRIBED BY LICENSOR
AS AT NOVEMBER 1, 2013 FOR USE OF THE CERTIFICATION MARK UNDER THE
WE♥LOCAL PROGRAM**

The use of the certification is intended to indicate that the specific wares and services listed with which it is used are of one of the following defined standards:

- 1) Fresh food, beverage, or agricultural products which are grown, caught, or raised in British Columbia;
- 2) processed food, beverage, or agricultural products that are either:
 - a) made with a majority of raw materials which are grown, caught, or raised in British Columbia; or
 - b) made with a majority of raw materials which are not grown, caught, or raised in British Columbia but are 100% processed and packaged in British Columbia; or
- 3) food or beverages that fall within either of the following two categories:
 - a) a food or beverage served at or from a restaurant, catering, or other food service establishment in British Columbia, which is cooked or prepared at or for such establishment(s), the main ingredients of which are grown, caught, or raised in British Columbia; or
 - b) a food or beverage served at or from a restaurant, catering, or other food service establishment in British Columbia, that is not made at or for that establishment, but meets either of the following requirements:
 - i) is made with a majority of raw materials which are grown, caught, or raised in British Columbia; or
 - ii) is made with a majority of raw materials which are not grown, caught, or raised in British Columbia but is 100% processed and packaged in British Columbia.