

THIS CERTIFICATION MARK LICENSE

AGREEMENT (“**Agreement**”), made and effective as of the date executed by the final signatory hereto, is made by and between Vancouver Island Economic Alliance Society (“**VIEA**”), a not-for-profit society incorporated under the laws of British Columbia with its mailing address at P.O. Box 76, Station “A,” Nanaimo, British Columbia V9R 5K4, and the company described below, and contains a license from VIEA for use of the “ISLAND GOOD” certification marks as more fully described herein.

COMPANY INFORMATION: Please provide the following information:

Legal Name of Business

Doing Business As or Trading Name

Mailing Address

City, State, Postal Code

Street Address (if different)

City, State, Postal Code

Telephone Number (including area code)

Email for authorized signatory

whose business is a (circle one):

- corporation
- not-for-profit society
- partnership
- limited liability company
- sole proprietorship
- other (**specify**) _____

and who is a (circle all that apply):

- product manufacturer
- product processor, packager or distributor
- service provider
- other (**specify**) _____

The company set forth above is referred to as “Licensee” in this Agreement.

WITNESSETH:

WHEREAS, VIEA has developed a certification program to certify producers and providers of various goods that meet specific criteria (the “**Program**”); and

WHEREAS, VIEA is the owner of the trademarks (the “**Marks**”) set forth in Schedule “A” hereto; and

WHEREAS, Licensee desires to participate in the Program and desires to use one or more of the Marks in its marketing, advertising, promotional or other similar materials or communications in regard to its products or services; and,

WHEREAS, VIEA is willing to grant Licensee permission to so use the Marks pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIEA and Licensee agree as follows:

1. **CERTIFICATION PROGRAM.**

The criteria for certification in the Program and the policies and procedures governing participation in the Program are contained in Schedule “A” hereto, which is a material part of this Agreement. Licensee agrees to comply with and be subject to all terms, conditions, policies and procedures associated with the Program. Licensee agrees to provide to VIEA at any time during the term of this Agreement, if requested, reasonable documentation of its continued eligibility to participate in the Program. Licensee understands and agrees that VIEA shall have the right to revise the Program, the criteria for certification in the Program, and the policies and procedures governing participation in the Program from time to time as VIEA in its sole discretion deems appropriate.

2. **TERM OF AGREEMENT/TERMINATION.**

a. This Agreement is effective as of the date of execution by the final signatory hereto (the “**Effective Date**”). The term of this Agreement shall be one (1) year (365 days) from the Effective Date. Subject to Licensee’s ongoing compliance with the terms and conditions of the Program and on Licensee’s payment of the applicable Renewal Fee (set out in Schedule “A”), this Agreement shall thereupon be renewed for subsequent, additional one- (1)-year terms.

b. This Agreement and the license it grants shall terminate automatically without prior notice or legal action by VIEA upon the occurrence of any of the following events:

- 1) Licensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt;
- 2) Licensee makes any general assignment of assets or business for the benefit of creditors;
- 3) a trustee or receiver is appointed to administer or conduct Licensee’s business or affairs; or
- 4) ownership or control of Licensee is substantially changed.

c. Should VIEA, in its sole discretion, decide to cancel the Program or any portion thereof, VIEA may, but is not required to, terminate this Agreement by giving Licensee at least sixty (60) days written notice of its intention to terminate.

d. This Agreement may also be terminated by VIEA by written notice to Licensee that there has been a material breach of Licensee's representations, warranties, covenants or agreements contained in this Agreement. Licensee shall then be given a period of thirty (30) days within which to cure said breach. Failure to cure said breach to the satisfaction of VIEA shall thereafter result in immediate termination of this Agreement.

3. LICENSE GRANT.

a. All rights not expressly granted in this Agreement are reserved by VIEA. VIEA hereby grants Licensee, subject to the further terms hereof, a non-exclusive, nontransferable right to utilize the Marks in marketing, advertising, promotional and other similar materials and communications for the certified products or services (as expressly listed in Schedule "A" hereto, being the "Products/Services") in compliance with the usage guidelines contained in Schedule "A." Licensee's right to use the Marks immediately ceases upon termination or cancellation of this Agreement. Nothing in this Agreement shall give Licensee any right, title or interest in any of the Marks, other than the license rights granted in this Agreement.

b. Licensee agrees that it will:

i. Exercise its best efforts to display the Marks on all product packaging and advertising material for Products/Services that meet the Program requirements, and where Licensee is a service provider that deals in certified products of third parties, to exercise its judgment to determine which products meet the criteria contained in Schedule "A" and to use the Marks solely in association with such qualified products.

ii. Ensure that the Marks are not displayed in conjunction with any products or services that do not meet the Program requirements and otherwise comply with the terms and conditions of the Program and ensure that the Marks are used only in a manner which is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to VIEA and which shall entitle VIEA to seek immediate injunctive relief and any other remedies available to VIEA.

c. Licensee agrees that, in all of its visual marketing, advertising, promotional or other similar materials in which the Marks will be displayed, such display of the Marks shall be in accordance with the written criteria adopted by VIEA from time to time. Licensee shall not revise or alter the appearance of the Marks in any manner and shall use the Marks exactly as provided by VIEA. VIEA shall supply Licensee with camera-ready art of the Marks to allow Licensee to use the Marks in Licensee's marketing, advertising, promotional or other similar material for the qualified Products/Services in accordance with this Agreement.

d. Licensee agrees not to make, in its marketing, advertising, promotional or other similar materials or communications, or in any communication designed or expected to reach consumers, any claim that the Products/Services are of any particular quality level, or are in any manner superior in quality to any other company's products or services, either because Licensee is authorized to use the Marks or because Licensee offers for sale products or services bearing the Marks.

e. Licensee shall not at any time do or permit to be done any act or thing that, directly or indirectly, may modify, alter, dilute or misuse the Marks or reduce the value of the Marks or detract from its/their reputation. The Marks may not be used in any manner that, in the sole discretion of VIEA discredits VIEA or tarnishes VIEA's reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between VIEA and Licensee;

f. Licensee shall cause to appear on all printed materials in connection with which the Marks are used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the Marks as instructed by VIEA.

g. Upon VIEA's request, Licensee agrees to promptly submit its Products/Services in connection with which the Marks are used for inspection by an independent third-party testing agency to ensure compliance with this Agreement. Should VIEA, in their sole discretion, determine that Licensee is using the Marks in any manner that is not authorized by this Agreement, VIEA shall notify Licensee of such unauthorized use and Licensee shall immediately cease using the Marks in such unauthorized manner. Licensee's failure to comply with this provision shall be grounds for VIEA to immediately terminate this Agreement.

4. OWNERSHIP OF MARKS.

Licensee acknowledges that all right, title and interest in and to the Marks is and shall remain with VIEA. Licensee agrees that it will do nothing inconsistent with such ownership and that all use of the Marks shall inure to the benefit of and on behalf of VIEA. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement. Licensee agrees that it shall make no claim to or against VIEA's title to the Marks or challenge the validity of this Agreement. Licensee shall not represent that it is the owner of the Marks or claim any right in it. At the request of VIEA, Licensee shall execute any documents reasonably required by VIEA to confirm VIEA's ownership of all rights in and to the Marks. Licensee agrees not to use or make application for registering any mark that is confusingly similar to or that would dilute the Marks.

5. INFRINGEMENT.

Licensee agrees to cooperate with VIEA in the protection the Marks by informing VIEA in writing of any infringement or imitations by others of the Marks that come to Licensee's attention, and VIEA may bring appropriate action or proceeding with respect to such infringement at its own

expense and for VIEA's benefit. In such event, Licensee agrees to cooperate with and assist VIEA to the best of its ability.

6. INDEMNIFICATION.

a. Licensee hereby agrees to indemnify and hold harmless and forever discharge VIEA and their officers, directors, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against VIEA or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of:

(i) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the products or services supplied by Licensee at any time;

(ii) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by Licensee;

(iii) or out of the use and/or misuse by Licensee of the Marks, including, but not limited to, Licensee's use of the Marks on or in connection with products or services that do not meet the requirements of the Program.

b. It is expressly understood, agreed and intended by the parties hereto that VIEA, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the design, labeling, manufacture, packaging, distribution, promotion, exploitation or sale of Products/Services by Licensee, however the foregoing might arise.

7. WARRANTIES.

a. VIEA MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKS. IN NO EVENT SHALL VIEA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO LICENSEE'S USE OF THE MARKS, EVEN IF VIEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Licensee represents and warrants that it has reviewed the terms and conditions governing participation in the Program and that it meets all of the criteria for participation in the Program and that it will take all reasonable steps to ensure that it continues to meet the terms and conditions of the Program during the term of this Agreement.

c. Each party hereto represents that it has full power to enter into and complete the transactions required hereunder, and that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.

8. INDEPENDENT CONTRACTOR RELATIONSHIP.

Licensee acknowledges that neither it nor any of its employees shall be considered employees of VIEA for any purpose under any statute, rule or regulation. Licensee agrees to indemnify and hold VIEA harmless from and defend VIEA against any claim based upon an assertion that any of Licensee's employees is an employee of VIEA, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

9. IRREPARABLE HARM.

Licensee agrees that if it violates any provision of this Agreement, irreparable harm will be suffered by VIEA and VIEA shall be entitled to injunctive relief, in addition to any other available remedies.

10. MISCELLANEOUS PROVISIONS.

a. Notices. All notices hereunder shall be in writing and shall first be communicated by tracked mail and email. All notices shall be deemed to have been duly given upon receipt, by whatever method effectuates actual receipt. All notices shall, after delivery be delivered as follows:

If to Licensee: To the address and email address stated above.

If to VIEA:

P.O. Box 76, Station "A"
Nanaimo, BC V9R 5K4
Email: islandgood@viea.com

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada without regard to the principles of choice of law of that jurisdiction. For purposes of litigation involving this Agreement, Licensee consents to the jurisdiction of the appropriate courts situated in the Province of British Columbia.

c. Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

d. Force Majeure. If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.

e. Binding on Successors/Assignment. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors of the parties. Licensee shall not assign its rights hereunder to any person or entity without first obtaining the written consent of VIEA. VIEA may assign its rights hereunder.

f. Waiver. Any waiver of a provision of this Agreement must be in writing signed by the party waiving its rights and shall apply only in the specific instance and for the specific purpose given. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.

h. Independent Legal Advice - Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and, where applicable, the advice of independent legal counsel.

i. Expenses. Except as otherwise set forth in this Agreement, Licensee and VIEA shall each bear their own expenses in connection with this Agreement and in connection with all things required to be done by and of them hereunder.

j. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement and shall not be construed to alter or vary the text.

k. Entire Agreement. Except as may otherwise be specifically provided herein, this Agreement, including any appendices and exhibits hereto, constitutes the entire agreement of the parties and all prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties hereto and specifically stating that is intended as a modification or amendment to this Agreement. No oral statements or representations not contained herein shall have any force or effect.

l. Survival of Terms. Any terms of this Agreement which by their nature extend beyond termination remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

WHEREFORE, having agreed to the foregoing terms of this Certification Mark License Agreement, the parties set their hands and seals as set forth.

**VANCOUVER ISLAND ECONOMIC ALLIANCE
SOCIETY:**

BY:

Date:

Print Name:

Print Title:

LICENSEE:

Company Name:

BY:

Date:

Print Name:

Print Title:

SCHEDULE “A” CERTIFICATION CRITERIA

REQUIREMENTS

1) PRODUCTS

The Licensee’s certified products (the “**Products**”) must:

- (a) consist of fresh food, beverage and/or agricultural products that are grown, caught and/or raised on Vancouver Island;
- (b) consist of non-food/beverage/agricultural products that contain ingredients that are produced or processed on Vancouver Island;
- (c) if processed food, beverage and/or agricultural products, be either: (i) made with raw materials that are grown, caught or raised on Vancouver Island; or (b) made with raw materials that are not grown, caught or raised on Vancouver Island, but are processed and/or packaged on Vancouver Island.

2) SERVICES

The Licensee’s certified services (the “**Services**”) must:

- (a) be situated on and provided from Vancouver Island and/or the Gulf Islands to customers that include residents of Vancouver Island and/or the Gulf Islands;
- (b) serve and/or sell the products of third parties that meet the criteria listed in paragraph (1) above.

THE CERTIFICATION PROGRAM – POLICIES AND PROCEDURES

CERTIFICATION FEES

- (1) Licensee shall pay a one-time application fee (the “**Application Fee**”) of \$ _____ +GST per Product/Service to be considered. The Application Fee is non-refundable under any circumstances, including failure to become certified.
- (2) If and once certified, Licensee shall pay an annual licensing fee of \$ _____ +GST (the “**License Fee**”), due within fourteen (14) days of approval, and thereafter on or before the conclusion of each one-year period for which approval has been granted for continued certification (each a “**Renewal Fee**”). Certification and the license to use the Mark(s) does not commence until the License Fee is paid, and certification and license terminate immediately upon failure to pay any renewal License Fee. VIEA may, acting reasonably, raise Renewal Fees taking into account its costs of the Program and other economic factors, and if and when it does so, it shall provide reasonable notice to the Licensee.

APPLICATION REVIEW PROCESS

Licensee shall submit an application (a “**Certification Application**”) to VIEA, which shall contain the necessary information required VIEA to consider Licensee’s request.

VIEA will review Certification Applications for completeness and follow up with applicants initially as necessary. If the Certification Application is deemed complete, VIEA will (or will engage third parties to) confirm compliance with the certification requirements (“**Evaluation**”).

Depending on the results of the Evaluation, VIEA will, within approximately thirty (30) days, return a response form to the applicant with one of the following choices: approved, approval contingent upon modification, or not approved.

APPROVED APPLICANTS FOLLOW-UP

VIEA will send within seven (7) business days of approval of a Certification Application access credentials that an approved applicant may use to access marketing material associated with the Marks set forth in this Agreement (the “**Access Date**”).

CERTIFICATION PERIOD, RENEWAL PROCEDURE AND SCHEDULE

The certification “year” will run for one (1) year from the Access Date.

The certification renewal procedure will be as follows:

- Within sixty (60) days prior to certification term end date, provided that the Licensee remains in good standing in respect of the Agreement, VIEA will send Licensee an annual renewal notice (including re-certification form) and re-certification fee invoice with due date of certification term end date.

- If License Fee payment is not received prior to certification end date, VIEA will send Licensee a Program participation termination letter with final invoice with a deadline of two-weeks to respond and pay or have participation in the Program terminated.

It is hereby agreed that in the event Licensee does not positively reply to the renewal notice, it shall be deemed that Licensee requests not to renew the certification and therefore no fees shall be charged Licensee for any renewal and all rights granted to Licensee hereunder shall terminate.

EXCEPTIONS

VIEA may from time to time grant exceptions to the Program requirements as it deems appropriate for the benefit of the Program and its licensees and sub-licensees. Such exceptions may include the duration during which an exception is valid and may be of a general nature (applicable to all licensees) or a specific nature (applicable to single licensee). VIEA may not grant exceptions of any kind from the certification requirements themselves, nor may VIEA refuse to certify products or services that meet the certification criteria.

REMOVAL FROM PROGRAM

Removal from the Program will occur as follows:

Voluntary withdrawal

Written notification of Program withdrawal must be sent to VIEA at the address in Section 10(a) of the Agreement. VIEA will send withdrawing participant a Program participation termination letter with an acknowledgement form to indicate receipt and acknowledgment of obligations upon termination of participation, as follows:

- Immediate removal and destruction or return of all point of sale materials (i.e. posters, buttons, window decals, tent cards, certificate, etc.) that include logo, Marks, slogan, key phrases/statements and/or artwork related to the Program
- Destruction or disposal of labels, stickers and other materials for application to products, and all product packaging
- Discontinue immediately any further use of logo/Marks/slogan/artwork in all advertisements and promotions; current media commitments must be allowed to expire and may not be renewed or extended
- Discontinue within thirty (30) days any further use of logo/Marks/slogan/artwork in all printed materials such as letterhead, invoices, business cards, and truck signs (existing materials may not be used after thirty (30) days)
- Discontinue within thirty (30) days any further use of logo/certification mark/slogan/artwork for all other items (tangible and non-tangible)

Removal due to breach of the Agreement

Participants may be removed from the Program in the event of a breach of the obligations set forth in the Agreement, including a failure to meet eligibility criteria or a violation of the Usage Guidelines set out below.

REINSTATEMENT

Former Program participants who have voluntarily withdrawn from or who were involuntarily removed from the Program must re-apply to resume participation in the program. A reinstatement fee equal to the then current Certification Fee shall be payable.

USAGE GUIDELINES

- 1) VIEA owns and controls the following Marks:
 - a. ISLAND GOOD Narrow Logo:



- b. ISLAND GOOD Wide Logo:



- 2) Licensee may use the Marks on the packaging of certified Products, in-store/office for certified Services, and in any marketing or advertising (including on Licensee's website and in Licensee's own social media accounts) related to certified Products/Services. The Mark must be displayed with in the colors as shown on this page, in black-and-white or gray-scale. The mark must be displayed at a minimum width of one (1) inch, and such display must retain the proportional width and height as shown. Usage of the Mark that is not compliant with this paragraph shall be a material violation of this Agreement.
 - 3) In addition to the requirements above, for printed advertising and web pages that display the Mark(s), the following statement in a font size of at least 10 points shall be added in an appropriate and readable location: "[insert relevant Mark] is a certification mark of the Vancouver Island Economic Alliance Society."