

PULSE BRAND PROMOTIONAL USE AGREEMENT:

This Trademark License Agreement made as of _____, 2016 (the "Effective Date") between Pulse Crops (Canada) Association (the "Owner") and _____ (the "User"). Pulse Crops (Canada) Association, also known as Pulse Canada (PC), is acting as Project Administrator for the Pulse Brand and represents the interests of the Global Pulse Confederation (GPC), American Pulse Association (APA) and USA Dry Pea and Lentil Council (USADPLC) in the management of the Pulse Brand.

WHEREAS:

- (a) The Owner is the owner of all right, title and interest in and to the trade-marks and trade-names set out in Schedule "A" attached hereto (the "Marks") and the Owner uses or intends to use the Marks as a trade-mark in association with, amongst other things, the services described in Schedule "A" attached hereto (collectively, the "Licensed Services");
- (b) It is the current intention of the Owner to sell, assign and transfer all of its right title and interest in and to the Marks to the Global Pulse Confederation (GPC);
- (c) The Owner and the User have agreed that the Owner will permit the User to use the Marks to identify the Licensed Services on the terms and conditions set out herein until such time as the Marks are transferred to the GPC in accordance with paragraph (b) above (the "Transfer Date");
- (d) The Owner wishes to permit the Marks to be available for promotional use by the User and others in association with the Licensed Services to promote, increase awareness and generate demand and consumption of pulses.

NOW THEREFORE IN CONSIDERATION of the facts recited above and the covenants and conditions contained herein, the Owner and the User agree as follows:

- 1. **Permission to Use.** The Owner hereby grants to the User the nonexclusive, non-transferable license (the "License") to use the Marks in association with the Licensed Services, on the terms and conditions set out herein, and the User agrees to use the Marks only in accordance with this Agreement.
- 2. **Duration.** Notwithstanding its date of execution, this Agreement will commence on the Effective Date, and shall continue in full force and effect from the Effective Date until the first to occur of the following:
 - (a) the Termination Date;
 - (b) the Transfer Date; or
 - (c) the first anniversary of the Effective Date, unless otherwise extended by the Owner in writing.
- 3. **Termination.** The License shall terminate at the option of the Owner upon the occurrence of any of the following events:
 - (a) the Owner providing written notice to the User of its intention to terminate the License, it being understood that no cause is necessary in order to terminate this License;
 - (b) the breach by the User of any condition, covenant, provision, warranty, representation, or other term herein contained herein that is to be performed or observed by the User;
 - (c) the bankruptcy, insolvency, dissolution or windup of the User; or
 - (d) the non-compliance by the User with this Agreement or the criteria for use of the Marks.

This Agreement shall terminate on the date that the Owner provides written notice to the User of the occurrence of any of the above events and the exercise of its option to terminate this Agreement as a result of the occurrence of such event (the "**Termination Date**").

4. **Obligations on Termination.** Upon termination of this Agreement in accordance with Sections 2 and 3 hereof, all privileges and obligations arising from this Agreement shall cease (except for the obligations under this Section 4, which shall survive termination) and the User shall forthwith:

- (a) cease to use the Marks in all respects;
- (b) as directed by the Owner, surrender or destroy all material bearing or referring to the Marks;
- (c) cancel all orders and cease to distribute any items, advertising using, referring to the Marks;
- (d) and pay the License Fee to the Owner for the period up to and including the Termination Date.

Notwithstanding the foregoing, the User shall: (a) be entitled to sell any product bearing or referring to the Marks that (i) was manufactured within the Term, notwithstanding that such sale may occur after the expiry of the Term; or (ii) is on shelf for sale by the User or a third party at the expiration of the Term; and (b) shall not be obligated to surrender or destroy material bearing or referring to the Marks where such material is not within the control or possession of the User.

The Owner or the transferee of the Marks may enter into a new agreement with the User on terms and conditions satisfactory to the Owner or transferee of the Marks which may include an annual fee, in the event that the User requests to use the Marks in connection with the Licensed Services after the termination of this Agreement.

5. **License Fee.** The License fee to be paid by the User to the Owner shall be the amount set out on Schedule "A" attached hereto, as amended from time to time, plus applicable Goods and Services Tax (GST) (the "License Fee"), for the Term, payable annually in immediately available funds commencing on the Effective Date and thereafter on each anniversary of the Effective Date. In the event that the Agreement is terminated prior to the expiration of any term, a prorated portion of the annual License fee shall be refunded to the User, calculated at the date of termination.

6. **Permitted Use.** The User will use the Marks only while this Agreement is in effect, only in respect of the Licensed Services set out in Schedule "A", and only in accordance with the policies, practices, specifications, directions, and standards stipulated by the Owner to the User from time to time. The User will not use the Marks in any manner that is not expressly permitted by this Agreement unless the Owner agrees to same in writing. Without limiting the generality of the foregoing, the User hereby covenants and agrees that the Marks shall not be used for product or package purposes unless the User and the Owner have entered into the Owner's form of 100% Pulse Product Use Agreement and that the User shall not use the Marks to represent the User company or organization in any manner whatsoever. Upon request from the Owner, the User will promptly provide the Owner with samples of all packaging and other material prepared by, for, or with the permission of the User that bear or refer to the Marks. To assist the Owner to verify and enforce the User's obligations under this Agreement, the User will permit and assist the Owner to:

- (a) enter all premises where the User uses the Marks in association with the Licensed Services; and
- (b) inspect all packaging, materials, and other items and printed material on which the Marks appear, all advertising and promotional materials used by the User in association with the Marks from time to time; and
- (c) inspect any and all media formats or digital media associated with the Mark or created by the User in which the Mark's appear. User shall use digital rights management (DRM) or similar restrictions on copying, reproduction or use of the digital versions of the Mark.

7. **Ownership.** The User acknowledges the validity of the Marks and the Owner's ownership of the Marks and of the goodwill pertaining thereto, and agrees that the benefit of and goodwill associated with use of the Marks by the User will enure entirely for the benefit of the Owner. During the term of this Agreement and thereafter, the User will not:

- (a) do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Marks or the Owner's rights thereto; or,
- (b) attack or challenge the validity of the Marks or the Owner's rights thereto, or assist any other party to do so; or,
- (c) do anything through the User's use of the Marks or otherwise to prejudice or diminish the reputation or goodwill of the Owner; or,

- (d) claim, use or apply to register, record, or file any trade-mark, trade name, domain name, social media account or handle, copyright, or design that is identical or confusingly similar to the Marks, or any portion thereof, or assist any other party to do so.

8. **Assignment.** The User will have no right whatsoever to assign, license, grant, or create any interest in the Mark or its use to any person or corporation, without first obtaining the written consent of the Owner, which may be withheld for any reason or without reason and, if consent is given on any particular occasion, it shall be required for all subsequent occasions. Such consent may be made subject to whatever terms and conditions the Owner requires.

9. **Public Notice.** Whenever the Marks are used, notice shall be given that the Marks are a licensed trademark, which can be accomplished by using a symbol ® or other forms, or an asterisk referencing to some statement to like effect. Method of public notice is at the discretion and preference of the User, and it is the duty and obligation of the User to comply with applicable laws regarding such notice.

10. **Copyright.** The copyright in and to the Marks or any words, designs, or other works that are substantially similar to the Marks and that are prepared by or on behalf of the User, or any derivative works created from the Marks, shall be or become the sole property of the Owner. The User will promptly do such acts and execute and deliver to the Owner all instruments that the Owner, acting reasonably determines is necessary to effect, perfect, register, or record such ownership, including, without limitation, a waiver of moral rights.

11. **Infringement.** If, during the term of this Agreement, the User becomes aware of any use by any other party that might reasonably amount to infringement of the Marks or to unfair competition or passing-off, then the User will promptly report particulars of such usage to the Owner. The Owner shall have conduct of all legal proceedings and negotiations relating to the Marks. The Owner has the right to take enforcement action against infringement.

12. **Time/ Waiver:** Time is of the essence hereof. No waiver by the Owner of any particular default or omission committed by the User shall affect or impair the rights of the Owner in respect of any subsequent default or omission of the same or of a different kind.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws prevailing in the Province of Manitoba, Canada and exclusively enforced in the courts of Manitoba to which jurisdiction the User hereby attorns. Provided however, it shall be optional with the Owner to pursue enforcement of this agreement, or protection of the ownership interests of the Owner in the Mark, in any jurisdiction as the Owner may choose in its sole discretion.

14. **Whole Agreement.** This Agreement contains the entire understanding between the parties with respect to use of the Marks and may not be varied except by written instrument signed by both parties.

15. **Indemnity.** The User shall indemnify and save harmless the Owner from any claims, losses, damages suffered or any costs associated therewith arising as a result of the User's performance of the Licensed Services, including legal expenses and reasonable attorneys' fees.

16. **Further Assurances.** The parties will promptly do such acts and execute and deliver to each other such further instruments as may be required to give effect to this Agreement.

17. **Notice.** Any notice or other communication required or permitted to be given by this Agreement to a party hereto shall be in writing. All notices, communications, and payments required or permitted to be given or paid under this Agreement shall be delivered by hand or registered mail to the recipient at the address specified herein or such other address of which that party shall have given notice. Proof of delivery by hand or registered mail shall constitute proof of receipt.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one agreement notwithstanding that all parties have not signed the same counterpart. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

By signing this Agreement, the User signifies that it has read and will comply with the *Pulse Brand* Promotional Use Agreement.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed these terms this Effective Date:

	Name of Company/Organization/Committee		
User:		Owner:	Pulse Crops (Canada) Association
Signature:		Signature:	
Name and Position of Signatory:		Name and Position of Signatory:	

Please complete the form below and return the completed form and signed Agreement to the Project Administrator.

Daria Lukie, Pulse Brand Manager
 Project Administrator, Pulse Canada (GPC, APA, USADPLC)
 1212 – 220 Portage Ave. Winnipeg, MB, Canada, R2N 1S6
[Email: pulsebrand@pulses.org](mailto:pulsebrand@pulses.org)
Tel: +1-204-925-3786
Fax: +1-204-925-4455

Name of Primary Contact		
Company/Organization		
Mailing Address		
Country		
Email		Telephone:
Intended <i>Pulse Brand</i> Usage	<input type="checkbox"/> Promotional item: Print material, advertisements, press release, merchandising, point of sales etc.	
	<input type="checkbox"/> Digital Media: Website, social networking, video media, etc.	
	<input type="checkbox"/> Event: Competition, seminar, workshop, conference, trade mission/ show etc.	
	<input type="checkbox"/> Other Mediums: Educational, tool kit, menu, recipe etc.	
	<input type="checkbox"/> Other, please specify	

Schedule "A"

Trademark: "Pulse Brand"



Licensed Services:

Promotion of the production, processing and use of pulse crops (peas, beans, lentils, chickpeas, lupins, broad beans, pigeon peas, cowpeas) and pulse ingredients through information campaigns, seminars, workshops, trade missions and conferences, the distribution of printed brochures, pamphlets, booklets, leaflets, point of purchase promotions, and books, the placement of advertisements in various media formats and the operation of websites for promoting the production, processing and use of pulse crops and pulse ingredients.

International Year of Pulses promotional purposes, including International Year of Pulses specific activities to promote pulses to consumers, government, food industry and other target groups. The promotional usage of the Marks is intended to raise the general awareness of pulses during International Year of Pulses global and regional/national activities.

Subject to the paragraph below, promotional use of the Marks is authorized in connection with the Licensed Services by the User in connection with the following activities: (a) ingredient manufacturing, food manufacturing or pet food manufacturing. Subject to the paragraph below, promotional use of the Marks is also authorized where the User is a grower, exporters, trader, primary processor, association, foodservice provider, restaurant or retailers.

Promotional use is not permitted on packaging or food products under the License authorized by this Agreement.

License User Fee:

Promotional Users are required pay an annual fee of \$50.00 USD until December 31st, 2016 to use the Pulse Brand. Revenue generated from the fee will be used to cover costs of administrating the Pulse Brand. In 2017 and beyond, the promotional user fee will be re-evaluated.

Please remit user fee payment of \$50.00 USD with cheques payable in US dollar to Pulse Canada.

Please mail to:
Pulse Canada
1212 – 220 Portage Ave.
Winnipeg, MB, Canada, R2N 1S6
Tel: +1-204-925-3786

Thank You Very Much