

## PULSE BRAND AGREEMENT

**This Trademark License Agreement** between Pulse Crops (Canada) Association (the "**Owner**") and the person accepting the Terms and Conditions of this Agreement (the "**User**") is made effective on the date that the User agrees to the Terms and Conditions of this Agreement (the "**Effective Date**"). 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** the owner is the owner of all right, title and interest in and to the trademarks and tradenames set out in Schedule "A" attached hereto the Certification Mark and Service Mark (collectively, the "**Marks**");

**WHEREAS** the User has applied to the Owner for the right to participate in the Owner's certification program pursuant to which persons are granted licenses to use the Marks for the purpose of furthering awareness of pulses in the consumer packaged goods market (the "**Program**");

**AND WHEREAS** the User has been expressly granted the right by the Owner, pursuant to this Agreement, to use the Marks and has accepted, acknowledged and agreed to the terms hereof.

**AND IN CONSIDERATION** of the facts recited above and the grants, covenants and agreements contained herein, the Owner and the User grant, covenant and agree as follows:

1. **Definitions.** In this Agreement, the following capitalized terms have the following meanings:
  - (a) "**Certification Mark**" means the certification mark, whether registered or not registered, identified in Schedule "A" hereto;
  - (b) "**Service Mark**" means the service mark, whether registered or not registered, identified in Schedule "A";
  - (c) "**Compliance Monitoring**" means the ongoing monitoring of Products for compliance with the relevant Specifications in accordance with this Agreement;
  - (d) "**Compliance Specification**" has the meaning ascribed to it in Schedule "B" attached hereto;
  - (e) "**Products**" means consumer packaged goods that are manufactured by or on behalf of the User or sold by or on behalf of the User that meet the Specifications and have been approved by the Owner for use in connection with the Certification Mark pursuant to the process outlined within this Agreement and the User Guide;
  - (f) "**pulses**" means the dried edible seeds of various leguminous plants, such as peas, beans, lentils and chickpeas;
  - (g) "**Pulse Brand**" means the Marks and any other intellectual property owned by the Owner and used in connection with the Program;
  - (h) "**Specifications**" means the technical and other specifications prescribed by the Owner for the Products, described in Schedule "B" attached hereto, and as amended by the Owner from time to time;
  - (i) "**User Guide**" means the guidelines, regulations, rules, standards and policies issued by the Owner, as they may be amended, supplemented or replaced from time to time in the Owner's sole discretion, relating to the Program and the use of the Marks.
  
2. **License.** The Owner hereby grants to the User a non-exclusive, non-sublicensable, revocable, licence to use the Marks and any directly related trademarks, trade names, labels and logos (the "**Licence**") on the Products that comply with the Specifications, and the User hereby accepts the grant of the Licence, so long as:
  - (a) the User demonstrates compliance with the User Guide, the Specifications and any other requirements the Owner communicates to the User in its sole discretion at any time, during the term of this Licence and in association with the Products and the User's use of the Marks is in compliance with the terms and conditions of this Agreement, all as determined by the Owner in its sole discretion;
  - (b) the User agrees that its use of the Marks shall at all times be under the control of the Owner, and the User shall cooperate with the Owner in facilitating said exercise of control; and
  - (c) the User shall use the Marks only in a form and manner that is acceptable to the Owner.
  
3. **Permitted Use.**
  - (a) The User may use the Marks under the Licence only in association with the Products and any additional products and services that may be authorized by the Owner. The User will not use the Marks in any manner that is not expressly permitted by this Agreement. Upon request from the Owner, the User will promptly provide the Owner with samples of all promotional 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:

- (i) inspect all Products in association with which the Certification Mark is used;
  - (ii) inspect all material on which the Marks appear, and all advertising and promotional materials used by the User in association with the Marks from time to time; and
  - (iii) inspect any and all media formats or digital media associated with the Marks or created by the User in which the Marks appear. User shall use digital rights management (DRM) or similar restrictions on copying, reproduction or use of the digital versions of the Marks.
- (b) The Marks may be used for any of the following purposes:
- (i) by printing or other reproductive means upon containers or packaging for the Products;
  - (ii) by printing or other reproductive means upon all types of promotional material, advertisements, stationary or other trade literature;
  - (iii) by printing or other reproductive means upon conveyances capable of carrying the Marks;
  - (iv) on the User's website, as long as when the Certification Mark is used it is directly associated with a Product that satisfies the Specifications;
  - (v) the Marks may be enlarged or reduced photographically but shall not be otherwise altered or distorted in any way;
  - (vi) the User must always comply with the requirements of Section 17, hereof; and
  - (vii) in addition to the Compliance Specification, the User is responsible for ensuring that all promotional materials comply with any relevant legislation and/or regulations in the countries where the Product will be sold and/or displayed.

4. **Character and Quality of the Use of the Certification Mark.** The User will only use the Certification Mark in accordance with the terms and conditions of the User Guide in association with Products that:

- (a) have a character and quality that conform with the policies, specifications, regulations and Specifications authorized or stipulated by the Owner from time-to-time; or
- (b) are supplied to the User by the Owner and whose character and quality is not altered by the User without the authorization of the Owner.

5. **General Prohibitions.** The User acknowledges that the Owner is the exclusive owner of the Marks. Accordingly, during the term of this Agreement and thereafter, except as otherwise permitted by this Agreement, 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; or
- (e) claim, use, display, reproduce or apply to register, record or appropriate any trademark, corporate name, trade name, business name, trading style, copyright, or design that in whole or in part reproduces or resembles the Marks or is confusing with the Marks or is derived from or based on the Marks.

6. **Duration.** The Licence is effective commencing as of the Effective Date and, subject to Section 7:

- (a) the Licence will subsist for an initial term that ends one year after JANUARY 1, 2017; and
- (b) after the initial term, the Licence will renew automatically for an indefinite number of consecutive one-year renewal terms unless either 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 (the "Term").

7. **Termination.**

- (a) **Termination by the Owner:** The Licence may be terminated by the Owner on the occurrence of any of the following events:
  - (i) if the User 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 User to do so; or
  - (ii) if the User becomes insolvent, commits an act of bankruptcy or makes an assignment for the benefit of creditors, or if the User seeks protection from creditors under any law or procedure, or if a receiver or receiver-manager is appointed for the User or any of its assets, or if any proceeding in bankruptcy,

receivership, winding-up, or liquidation is initiated in respect of the User, or if the User ceases to sell or provide Products in association with the Marks in the ordinary course of business; or

- (iii) if the Owner, acting reasonably, is satisfied that continuing the Licence in respect of the Marks, or any wares, services, geographic area or market sector, may be prejudicial to the proprietary basis of the Marks 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 Marks, wares, services, geographic area, or market sector so affected by the Owner giving the User written notice of termination, which will be effective on delivery to the User.
- (b) **Termination for Convenience:** The Licence may be terminated by the User or the Owner for convenience by giving the other written notice of termination for convenience, which will be effective 120 calendar days after receipt.
- (c) **Obligations on Termination:** Upon termination of the License:
  - (i) the User will cease to use the Marks in all respects; and
  - (ii) as directed by the Owner, the User will either surrender to the Owner or destroy all material bearing or referring to the Marks and the User will cancel all orders for any of such items and any advertising using or referring to the Marks, provided that if the User destroys such material, it will cause an officer or director of the User to personally certify such destruction to the Owner.

Notwithstanding the foregoing, the User shall: (a) be entitled to sell any Product 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.

8. **Fees.** The license fee to be paid by the User to the Owner shall be the amount set out on Schedule "C" attached hereto, as amended from time to time (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 License Fee shall be refunded to the User, calculated at the date of termination.

#### 9. **Registration and Testing.**

- (a) The User shall register each Product on the Owner's registration system in accordance with the User Guide. In the event that the User ceases to use the Certification Mark in connection with a Product, the User shall update the registration system and/or notify the Owner in accordance with the terms and conditions of the User Guide.
- (b) For each new Product for which certification is sought, the User must, at its cost and in accordance with the requirements of this Agreement, submit information in respect of the said Product and photographs of the said Product in accordance with the requirements of the User Guide for approval by the Owner to confirm the information supplied with respect to such Product complies with the Specifications. The Certification Mark must not be used in relation to a Product until the Owner confirms that the information submitted in respect of the Product complies with the requirements of the Specifications to the reasonable satisfaction of the Owner, provided however, that the Owner shall not be responsible for testing whether the Product complies with the Compliance Specification, as this shall be the sole responsibility of the User.
- (c) The User must, from time to time, at the request of the Owner, at its cost and in compliance with any requirements set out in the User Guide, submit additional information and/or photographs of the Products for Compliance Monitoring by the Owner to ensure the Products comply with the Specifications (excepting only the Compliance Specification).
- (d) If the Compliance Monitoring shows a Product does not comply with the Specifications, the Owner without limiting its other rights or remedies may by notice in writing, at its discretion, require the User, with respect to that Product and such additional Products as determined by the Owner, to do one or more of the following:
  - (i) Cease all use of the Certification Mark in relation to the Product(s) until such time as the Product(s) are brought into compliance with the Specifications; and
  - (ii) Such further action as the Owner considers appropriate to maintain the reputation, integrity and validity of the Certification Mark.

#### 10. **Quality Control.**

- (a) The Products that the User produces that are marked with the Certification Mark under this Agreement shall be substantially identical to the Products that were approved and registered in accordance with Section 9 hereof. Further the User certifies that the Products meet the Specifications.
- (b) The User Guide provides specific instructions to the User in the event that the User modifies a Product that was previously approved by the Owner, depending on the nature of the modification. In the event that the User make

modifications or changes to a Product, the User shall consult and comply with the relevant provisions of the User Guide. In the event that the User is required to have the Product reapproved, the User shall immediately cease all use of the Certification Mark in association with the modified Product until such time as the Product is approved in accordance with the terms hereof.

11. **Responsibilities/Powers of the Owner.** The Owner agrees to pursue the registration of the Certification Mark with the Canadian Intellectual Property Office and, if registration is attained, to maintain that registration of the Certification Mark throughout the term of this Agreement. Subject to the *Trade-marks Act* (Canada), the Owner may alter the Specifications provided that the Owner provides advanced written notice to the User of the proposed changes to the Specifications, which notice shall specify a date upon which the alterations shall have effect.

12. **User Guide.** The User acknowledges having received a copy of the User Guide and agrees to be bound by and comply with the User Guide in connection with its use of the Marks. The User acknowledges that a breach of any term or condition of the User Guide shall be a breach of the terms and conditions of this Agreement.

13. **Infringement.** If, during the term of this License, the User becomes aware of any use by any other party of a trade name, trade-mark, getup of goods, or mode of advertising that might reasonably amount to infringement of the Marks or to unfair competition or passing-off in respect of the Marks, then the User will promptly report particulars of such usage to the Owner.

14. **Claims by Others.** If the User learns that any person or entity is alleging that any of the Marks are invalid, infringe the rights of any party, or are open to any other form of attack, then the User will not make any admissions in respect of the allegation and will promptly report the matter to the Owner.

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 breach of this Agreement by the User or any person who the User is responsible for at law.

16. **Disclaimer.** The Owner makes no representations or warranties to the User regarding the Marks or its use by the User, including those regarding ownership and whether the Marks infringes the rights of third parties. The User waives and releases all claims against the Owner regarding the Marks and the User's use thereof that the User would have or might acquire but for the foregoing disclaimer.

17. **Public Notice.** Whenever the User uses the Marks, notice shall be given that the Marks are licensed trademarks, which can be accomplished with any symbol, words or asterisk referencing some statement to like effect approved in advance by the Owner in writing. The method of public notice is at the discretion and preference of the User provided it has been approved in accordance with this Section 17 and provided further that it is the duty and obligation of the User to comply with all laws regarding such notice applicable in the User's jurisdiction or any other jurisdiction in which the User does business.

18. **No Assignment or Sublicensing.** The User will have no right whatsoever to assign, license, grant, or create any interest in the Marks 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.

19. **Copyright.** The copyright in and to all material containing or referring to the Marks or any words or designs that are substantially similar to the Marks and that are prepared by or on behalf of the User 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.

20. **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.

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

22. **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.

23. **Notice.** Any notice or other communication required or permitted to be given by this Agreement to a party hereto shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed to the party's address as outlined in the signature page hereto or such other address of which that party shall have given notice. Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, the next following business day). Proof of delivery by hand or registered mail shall constitute proof of receipt.

24. **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.

25. **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.

26. **Currency.** All dollar amounts set out herein shall be in US Funds.

By signing this Agreement or clicking the box next to the "I Agree to the terms and conditions" statement, the User, or the User's agent, is agreeing that the User has read the Terms and Conditions and that the User agrees to the Terms and Conditions that govern the User's use of the Marks. If the User does not agree to the Terms and Conditions, please do not check the box or sign the agreement, in which case the User shall not be authorized to make any use of the Marks.

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

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

**SCHEDULE "A"**

<p><b><u>Certification Mark</u></b></p> <p>MADE WITH <b>PULSES</b></p> 	<p><b><u>Service Mark</u></b></p> <p><b>PULSES</b></p> 
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## SCHEDULE "B"

### Specifications

Each prepackaged food product branded with the Certification Mark (which, for the purposes of this Schedule "B" are each a "Pulse Product") and offered for sale in any country in the world must meet the following three specifications:

1. Qualifying Pulse Ingredient: the Pulse Product must contain "Eligible Pulse Ingredient(s)." An "Eligible Pulse Ingredient" means any pulse or derived ingredient from the table below.
2. Pulse Ingredient Inclusion Level:
  - a. CRITERIA ONE: The Eligible Pulse Ingredient(s), alone or in combination, must represent five percent (5%) or more of the formulation by weight, and
  - b. CRITERIA TWO: The Eligible Pulse Ingredient(s), alone or in combination, must be within the first five (5) ingredients by weight. Which means, the Eligible Pulse Ingredient(s) are one of the top five heaviest ingredients or components of the finished product of each Pulse Product determined by the weight of such Eligible Pulse Ingredient relative to the weight of the other ingredients or components comprising the Pulse Product.
3. Labelling Requirements: each Pulse Product must be labelled and packaged in compliance with all federal, provincial, state, national, local, governmental and quasi-governmental regulations, ordinances, statutes, enactments, requirements, laws and by-laws, including, without limitation, those dealing with food labelling and packaging applicable to each jurisdiction in which such Pulse Product is offered for sale (the "Compliance Specification").

<b>Eligible Pulse Ingredients</b>			
<b>1. Dry Bean</b>	<i>Phaseolus species.:</i> ( <i>Ph. vulgaris</i> ) kidney bean, haricot bean, pinto bean, navy bean; ( <i>Ph. lunatus</i> ) lima bean, butter bean; ( <i>Ph. angularis</i> or <i>vigna angularis</i> ) adzuki bean; <i>Ph. aureus</i> or <i>vigna radiata</i> ) mungo bean, golden gram, green gram; ( <i>Ph. mungo</i> or <i>vinga mungo</i> ) black gram, mung bean, urd, urid; ( <i>Ph. coccineus</i> ) scarlett runner bean; ( <i>Ph. calcaratus</i> or <i>vigna umbellata</i> ) rice bean; ( <i>Ph. aconitifolius</i> or <i>vinga aconitifolia</i> ) moth bean, mat bean, dew bean; ( <i>Ph. acutifolius</i> ) tepary bean		
<b>2. Chickpea</b>	<i>(Cicer arietinum)</i> chickpea, Bengal gram, garbanzo beans, desi, kabuli		
<b>3. Dry Pea</b>	<i>(Pisum sativum, L.)</i> garden pea; ( <i>P. arvense</i> ) field pea		
<b>4. Cowpea</b>	<i>(Vigna sinensis; Dolichos sinensis</i> or <i>V. unguiculata</i> ) cowpea, blakceye pea/bean,		
<b>5. Lentil</b>	<i>(Lens esculenta; Ervum lens</i> or <i>L. culinaris</i> )		
<b>6. Pigeon Pea</b>	<i>(Cajanus cajan)</i> pigeon pea, cajan pea, Congo bean		
<b>7. Broad Bean</b>	<i>(Vicia faba); (var: equina)</i> horsebean; ( <i>var. major</i> ) broad beans; ( <i>var: minor</i> ) field bean		
<b>8. Lupin</b>	<i>(Lupinus species)</i>		
<b>9. Vetches</b>	<i>(Vicia sativa)</i> spring/common vetch		
<b>10. Bambara Beans</b>	Bambara groundnut, earth pea ( <i>Voandzeia subterranea</i> )		
<b>11. Pulses nes (not elsewhere specified)</b>	Including but not limited to; ( <i>Dolichos</i> ) lablab or hyacinth bean; ( <i>Canavalia</i> ) jack or sword bean; ( <i>Psophocarpus tetragonolobus</i> ) winged bean; ( <i>Cyamopsis tetragonoloba</i> ) guar bean; ( <i>Stizolobium</i> ) velvet bean; ( <i>Pachyrrhizus erosus</i> ) yam bean		
<b>Pulse Ingredient Formats</b>			
Whole	Dehulled	Split	Flaked
Flour	Protein	Fiber	Puree

## SCHEDULE "C"

### License Fee

The User will be sent an invoice. The User is required pay an annual fee of \$1,500.00 payable annually in immediately available funds commencing on the Effective Date and thereafter on each anniversary of the Effective Date.