



## AGREEMENT FOR THE USE OF ECOGARANTIE®

### Between, on the one hand:

The professional association PROBILA-UNITRAB, with operating office at :  
rue Nanon, 98 in B-5000 Namur, Belgium.

Represented here by the president of the professional association PROBILA-UNITRAB.

Hereinafter “**the Licensor**”.

### And, on the other hand (complete)

The company .....

With registered office in .....

### Represented by (complete)

Mr/Mrs .....

Function .....

Hereinafter “**the Licensee**”.

### Controlled by (indicate)

Certisys

Quality Partner

Tüv Nord Integra

### ▲ PURPOSE

For the duration of the present Agreement, the Licensor grants to the Licensee a non-exclusive right of use of the individual ECOGARANTIE® Brand.

In text and/or graphics:

- On packaging, printed works, folders, labels, publications, announcements, posters, price lists and editions of any kind, issued and/or distributed by the Licensee within or without his point of sale, insofar as they concern (or are directly related to) specifically described Ecological Produce.
- In information publications, announcements and communications concerning Ecological Produce in general, issued and/or distributed by the Licensee, insofar as their purpose is to inform the consumer on the advantages of Ecological Produce and insofar as their nature promote the sale by the Licensee of Ecological Produce.

**The right of use of the Brand is hereby granted to the Licensee in his position as:**

- farmer
- processor/packager
- distributor/importer
- point of sale "identification ecological products"

**Hereby, the Licensee declares to have read and agree with the Specifications of Ecogarantie® standards and the sustainable charter appearing in Appendix 1 of this Agreement.**

**Established** (In two exemplars. Each party acknowledges receipt of a copy.)

The: .....  
At: .....

**Signature** (preceded by the words "read and approved")

For the Licensor	For The Licensee
.....	.....



## ▲ DEFINITIONS

**The agreement:** The present Agreement with appendixes.

**The Brand:**



The individual Brand “ECOGARANTIE®”, consisting of the word “ECOGARANTIE®” with the corresponding illustration, registered with the Benelux Office for Intellectual Property Trademarks on 21.12.2004 under number 1068170 and registered with the Office for Harmonisation in the Internal Market on 17.05.2010 as a Community trade under number 9109984.

**Ecogarantie® Specifications:** All the standards and prescriptions concerning Ecological Produce, as drawn up by the professional association PROBILA-UNITRAB.

**Ecological Produce:** Products which meets the standards and prescriptions of the appended version of the ECOGARANTIE® specifications on all levels and in all technical aspects.

**Purpose of the Agreement:** By the present Agreement, the Licensor wishes, in his turn, to grant to the Licensee a sub-licence on the Brand, **within the limits established hereinafter and under the conditions set out hereinafter**, with a view to promoting and selling Ecological Produce by the Licensee.

## ▲ TERMS .

### Article 1. Certification and Control

1<sup>1</sup>. Any use of the Brand for (or in direct relation with) specifically Ecological Produce is only permitted subject to the prior filing of a certificate, issued by one of the certification bodies to be appointed by the Licensor and recognized by the professional association PROBILA-UNITRAB, certifying the conformity of the Ecological product concerned with respectively the prescription of the ECOGARANTIE® specifications.

The certificate is only valid for Ecological Produce expressly mentioned on the certificate.

The certification body alone decides on the issue of a certificate, on the basis of the results of the tests it deems useful or necessary.

A certificate can only be withdrawn by the certification body after prior notice for reasonable cause and giving reasonable time for correction. As from the date of notification of such withdrawal, the use of the Brand, mentioned in the notice of withdrawal, is prohibited.

1<sup>2</sup>. Any use of the Brand in publications, announcements and communications in general will be submitted for approval to the aforementioned certification body prior to the first distribution.

The certification body can make its approval dependent on certain conditions.

1<sup>3</sup>. The certification body can control at any time the way in which the Licensee uses the Brand. Therefore, the Licensee will grant the certification body access to all

relevant places, documents and files, pursuant to the prescriptions of the specifications that are applicable to the Licensee. If the Licensor deems it useful, procedures will be established in consultation with the Licensee.

1<sup>4</sup>. The Licensee will pay an annual fee to the certification body. The calculation and payment modalities of this fee can be obtained from the certification body.

### Article 2. Ban

2<sup>1</sup>. The Licensee will never use the Brand directly or indirectly with respect to other products than Ecological Produce (according to the Brand for which the use right was granted), under penalty of the payment of a flat indemnity of 6.200 EUR per established breach.

2<sup>2</sup>. Both within and without his company, the Licensee will organise the use of the Brand so that a normally intelligent customer will not establish a link between the Brand and products other than Ecological Produce.

2<sup>3</sup>. The Licensee guarantees the conformant use of the Brand by his personnel and co-workers, and he will use instructions and control procedures to that effect.

### Article 3. ECOGARANTIE® Specifications

3<sup>1</sup>. The Licensee will comply with all standards, prescriptions and regulations of the ECOGARANTIE® Specifications insofar as they are applicable to him and except for departures from the Specifications authorised in writing by the certification body.

The standards, prescriptions and regulations of the ECOGARANTIE® Specifications can be amended or changed at any time by the Licensor, herein represented

by the professional association PROBILA-UNITRAB. These amendments and modifications will be notified to the Licensee in due time.

- 3<sup>2</sup>. The latest issues of the ECOGARANTIE® Specifications are an integral part of this Agreement as Appendix 1 and attached to the Agreement to form a whole with it.
- 3<sup>3</sup>. Without prejudice to the provisions of this Agreement, breaches of the provisions of the ECOGARANTIE® Specifications are punished in the way provided for by the procedures indicated in the Specifications.
- 3<sup>4</sup>. In the event of contradictions between the provisions of the ECOGARANTIE® Specifications and of the Agreement, the Agreement supersedes the Specifications.

#### **Article 4. Royalties - Fines**

- 4<sup>1</sup>. For the use of the Brand, subject of this Agreement, the Licensee will pay royalties to the Licensor, the professional association PROBILA-UNITRAB, to which he must be affiliated as mentioned in the specifications. The calculation methods and payment of these royalties are listed in Appendix 2 of this Agreement.
- 4<sup>2</sup>. Established breaches of article 4.1 will result in the payment of a flat indemnity equal to 15% of the overdue or unpaid amounts, without prejudice to the licensor's right to withdraw his right to the use of the label as long as the due royalty has not been paid, main sum and damages included.

#### **Article 5. Obligations of the Licensor**

- 5<sup>1</sup>. The Licensor will pay all duties with respect to the Brand on their due date and will do everything required in order to maintain the validity of these intellectual property rights.
- 5<sup>2</sup>. The Licensor has the right to change the Brand insofar as this appears necessary to prevent all breaches of possible third party Brands.
- 5<sup>3</sup>. The Licensor will take all necessary action in order to counter any breaches of his intellectual property right of the Brand.

Insofar this is possible, the Licensee will assist the Licensor in preventing third parties from forging the

Brand or from using it illegally. Therefore, the parties will consult each other and cooperate. The Licensee will inform the Licensor of any breach of the Brand he becomes aware of.

- 5<sup>4</sup>. The fact that third parties use or intend to use the Brand without authorisation in itself will not harm the validity of the Agreement.

#### **Article 6. Duration**

The Agreement is entered into force for a period initiating at the date of signature and ending at the 31st December of the same year. After this period, it will tacitly renewed, each time for a one-year period, except if one of the parties informs the other party, by registered mail, with a three-month period of notice before the end date, of its intent not to extend the Agreement (anymore).

#### **Article 7. Early termination**

- 7<sup>1</sup>. Without prejudice to its right to damages, each party can terminate the Agreement before the end date, without prior notice, by registered mail, in the event of serious misdemeanour committed by the other party that is not remedied within 15 days after the sending of a written summons.
- 7<sup>2</sup>. Is considered as "serious misdemeanour", any substantial shortcoming that shakes the trust in such a way that any further cooperation becomes reasonably impossible. This includes a/o any breach of the provisions of article 2, article 4.1. and article 8 of the Agreement.

#### **Article 8. Transfer – Sub-licences**

The rights and obligations resulting from the Agreement cannot be transferred or sub-licensed to third parties by the Licensee without the prior approval in writing of the Licensor.

#### **Article 9. Amendments**

Amendments to this Agreement will be appended to this Agreement in an addendum undersigned by both parties.

#### **Article 10. Competence - Tribunals**

Any dispute arising from the present Agreement will be settled exclusively by the courts and tribunals of Brussels.



## Appendix 2: ROYALTY CALCULATION FOR PRODUCERS, PROCESSORS, RE-PACKERS, DISTRIBUTORS, IMPORTERS

The use of the trademark Ecogarantie® and its logo on any product in its final packaging, as it will be sold to the final consumer, implies the collection of Royalty.

The Royalty is owed and payable annually.

Royalty owed during the current year for the use of the trademark ECOGARANTIE® and its logo are calculated on the sales turnover figures that the licensee has achieved the previous year in the European Union.

And this, independently of:

- The species and quantity of these products,
- The brand under which the transactions were carried out,
- The fact that these transactions have been paid or not by the buyers.

The Royalty are only liable for products which the licensee is the owner.

The licensee shall submit to Probila-Unitrab its sales turnover figures before March 31<sup>st</sup> of the calendar year. Royalty must be paid within 30 days after sending the invoice. Payment will be made by bank transfer to the specified account number.

The licensor is entitled to control at any moment, the truth of the transactions that have been submitted. To that end, the licensor (or third parties engaged by him) will receive a right of inspection in all registers and other documents possessed by the licensee.

The use of the trademark Ecogarantie® is allowed for members of the professional organization, Probila-Unitrab.

The Royalty amount:

### 1/ For producers, processors and re-packers:

- A flat-rate charge of 65 EUR per calendar year.
- If last year sales turnover figures realized on products sales in the European Union with Ecogarantie® trademark exceeds 150.000€, an additional fee equal to 0.05% of this turnover is due.
- The total amount of the royalty due is limited to 35.000€.

### 2/ For distributors, importers:

- A flat-rate charge of 65 EUR per calendar year.

