



**NON-EXCLUSIVE LICENSE AGREEMENT**  
**(to be printed, duly signed, sent by fax to iTQi +322 372 34 21)**  
**Superior Taste Award**

AGREEMENT made on the date specified by and between the International Taste & Quality Institute, 55 rue des Trois Ponts in 1160 Brussels - Belgium, (hereafter "iTQi") and the designated Non-Exclusive Licensee (hereinafter 'Licensee').

WHEREAS, iTQi organizes tasting juries (hereinafter "Jury") to evaluate food and drink products from around the world, including products entered by Licensee, and grants awards to honour and promote superior tasting products, known as the Superior Taste Award (hereinafter "Award"); and

WHEREAS, iTQi, as owner of all rights, title and interest in and to the Award registered trade mark and associated names, logos and graphics ('Licensed Marks') desires to grant limited and non-exclusive license rights to awarded participating companies for use in the advertising, marketing and sales of the awarded products (hereinafter "Awarded Product(s)").

iTQi and Licensee do hereby covenant and agree as the following:

**1. Effective date**

This Non-Exclusive License Agreement (hereinafter "Agreement") shall be effective upon notification by iTQi that a Product has received an Award and provided that the Licensee has returned an original and duly signed copy of this Agreement to iTQi.

**2. Grant of non-exclusive License**

Subject to Licensee's continued compliance with this Agreement, iTQi grants to Licensee a non transferable, non assignable and non-exclusive world-wide limited license to use the Licensed Marks solely on and in association with Licensee's advertising, promotion, and sale of the Awarded Product(s) on labels, packaging and print and electronic media.

**3. Cost of the present non-exclusive License**

The present Licence is granted by the Licensor to the Licensee at no fee.

**4. Term of the License**

The Licence shall terminate on June 1, three (3) years after the year of the Award unless terminated earlier by Licensor as provided herein. If Licensee is granted additional Awards on other Awarded Products, a separate License shall have to be entered into to cover these new Awarded Products, but shall have no effect whatsoever on the existing License related to the previous Awarded Products.

**5. Compliance to the Evaluation Rules and Regulations**

This License comes in addition to the Evaluation Rules and Regulations as set by iTQi in its website [www.itqi.org](http://www.itqi.org) (hereinafter "Evaluation Rules"). Licensee agrees to comply with the Evaluation Rules. A copy is incorporated herein by reference. Any violation, by the Licensee, of said Evaluation Rules shall be considered as a violation of the License Agreement, and vice-versa. Licensees are required to regularly check in with iTQi via consultation of its website for possible changes or modifications. Changes or modifications thereto shall become automatically binding and enforceable against Licensee, and will be deemed to be accepted by Licensee, one (1) month after Licensee receives a copy of the same or two (2) months after it has been uploaded on iTQi's website, whichever arises first.

## **6. Approval by iTQi**

iTQi reserves the right to ask a sample of any or all advertising and promotional material, labels, packaging, etc. which will be used by Licensee referring to the Licensed Marks or generally referring to the Award to verify the conformity of the present rules and of the License Agreement.

Licensee agrees to furnish once a year random samples of its advertising and promotional, materials, labels, packaging, etc. to iTQi. Licensee understands and agree that this provision is of key importance to iTQi and that any breach thereof shall, by contract, be deemed as an event that entitles Licensor to terminate at once the License Agreement without notice nor indemnity under Article 8 of this Agreement.

## **7. Use by Licensee**

Whenever Licensee directly or indirectly uses the Licensed Marks, Licensee shall indicate iTQi's ownership of said Licensed Marks. Licensee agrees that iTQi owns the exclusive right, title and interest in and to the Licensed Marks. Licensee has no right to modify or change the Licensed Marks without the prior written consent of iTQi. Licensee covenants and warrants that the use of the Licensed Marks will comply with local applicable laws, rules and regulations.

## **8. Termination without notice**

If Licensee makes an assignment of assets to third parties or if it is adjudged as bankrupt, then all rights granted herein shall cease and terminate without prior notice, indemnity or legal action.

This Agreement shall terminate without prior notice, indemnity or legal action if Licensee assigns or sublicenses this Agreement without the express consent of iTQi, or if Licensee's use of the Licensed Marks materially impairs the reputation and goodwill of Licensor, as solely determined by Licensor.

## **9. Termination for cause**

Should Licensee fail to comply with the terms and conditions of this Agreement, including the Evaluation Rules and any modifications thereof, iTQi may terminate this Agreement should Licensee not have remedied to that failure after fifteen (15) days as from the sending of a written notice to Licensee.

In case of a breach (of this License and/or of the Evaluation Rules) that cannot be cured or that could affect iTQi's reputation in a non immaterial way, iTQi shall have the right to terminate this License immediately and without notice, nor indemnity, all this without prejudice to iTQi's other right, including right to inform third parties and the public at large of the termination of the License and the right for compensation of all damages, direct or indirect, suffered as a consequence of Licensee's default.

## **10. Duties upon termination**

Upon termination of this Agreement, Licensee shall immediately destroy or withdraw any advertising and promotional materials, packaging, etc. which utilizes the Licensed Marks including any use of any imitation, likeness or variation.

## **11. Waiver**

No term or provision shall be considered waived, and no breach excused, regardless of conduct, unless such waiver or consent is in writing.

## **12. Law**

The present Non-Exclusive License Contract shall be governed by and construed in accordance with Belgian Law. In case of dispute, the Commercial Court of Brussels shall have exclusive jurisdiction. The Contract is concluded in two copies, one copy for each Party. In case of discrepancies the English version shall prevail.

Date of the Agreement :

### **Licensee**

Company name:

### **iTQi, Licensor**

International Taste & Quality Institute  
Address: 106 Observatoire Avenue  
1180 Brussels Belgium  
Authorized Signature:  
Christian De Bauw