

## IPIC CERTIFICATION MARKS LICENSE AGREEMENT

This **Trademark License Agreement** between International Pulse Ingredient Consortium, also known as IPIC (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**").

**WHEREAS** the Owner is the owner of all right, title, and interest in and to the certification marks set out in Schedule "**A**" attached hereto (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 enhancing trust and providing transparency into the quality of pulse and pulse-derived ingredients through a certification that adheres to industry-aligned definitions;

**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) "**Marks**" means the certification marks, whether registered or not registered, identified in Schedule "**A**" hereto;
  - (b) "**Compliance Monitoring**" means the ongoing monitoring of Ingredients for compliance with the relevant IPIC Definitions in accordance with this Agreement;
  - (c) "**Ingredients**" means pulse-derived ingredients that are manufactured by or on behalf of the User or sold by or on behalf of the User that meet the IPIC Definitions and have been approved by the Owner for use in connection with the Marks pursuant to the process outlined within this Agreement and the IPIC Guidelines.
  - (d) "**pulses**" means the dried edible seeds of various leguminous plants, including, without limitation, yellow peas, green peas, red lentils, kabuli chickpeas, desi chickpeas, black beans, navy beans, great northern beans, pinto beans, kidney beans, cranberry beans, faba beans, and lupins;
  - (e) "**IPIC Definitions**" means the technical and other definitions prescribed by the Owner for the Ingredients, described in Schedule "**B**" attached hereto, and as amended by the Owner from time to time;
  - (f) "**IPIC Guidelines**" means the guidelines, regulations, rules, standards, and policies issued, amended, supplemented or replaced by the Owner from time to time in the Owner's sole discretion, relating to the use of the Marks; and
  - (g) "**Certificate of Analysis**" means a document Owner requires from members prior to issuing an ingredient certification that verifies the Ingredients comply with the IPIC Definitions. Details regarding what constitutes an acceptable Certificate of Analysis can be found in the IPIC Guidelines.
  
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, certification marks, trade names, labels, and logos (the "**License**") on the Ingredients that comply with the IPIC Definitions and have been approved by Owner, and the User hereby accepts the grant of the License, so long as:
  - (a) the User demonstrates compliance with IPIC Guidelines, the IPIC Definitions, and any other requirements the Owner communicates to the User in its sole discretion at any time, during the term of this License and in association with the Ingredients;
  - (b) the User's use of the Marks is in compliance with the terms and conditions of this Agreement, as determined by the Owner in its sole discretion;
  - (c) 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
  - (d) the User shall use the Marks only in a form and manner that is acceptable to the Owner.
  
3. **Fees.** By its execution of this License, the User agrees it shall pay to Owner any membership or license fees stipulated in the IPIC Guidelines on the terms and conditions outlined therein.
  
4. **Permitted Use.**
  - (a) The User may use the Marks under the License only in association with the Ingredients and any additional ingredients, products and services that may be authorized by the Owner in its sole discretion. 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 materials, IPIC Definitions, 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, at the Owner's request, the User will permit and assist the Owner to:

- (i) inspect all Ingredients in association with which the Marks are used;
  - (ii) inspect all material on which the Marks appear, and all advertising materials, promotional materials and IPIC Definitions 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 all types of promotional material, advertisements, stationary, specification materials, or other trade literature relating to the Ingredients;
  - (ii) by printing or other reproductive means upon conveyances capable of carrying the Marks;
  - (iii) on the User's website, as long as when the Marks are used, they are directly associated with an Ingredient that satisfies the IPIC Definitions;
  - (iv) the Marks may be enlarged or reduced photographically but shall not be otherwise altered or distorted in any way;
  - (v) the User must always comply with the requirements of Clause 16, hereof; and
  - (vi) in addition to the IPIC Definitions, the User is responsible for ensuring that all promotional materials and specification materials comply with any relevant legislation and regulations in the countries where the Product will be sold and/or displayed.

5. **Character and Quality of the Use of the Marks.** The User will only use the Marks in accordance with the terms and conditions of the IPIC Guidelines in association with Ingredients that:

- (a) have a character and quality that conform with the policies, IPIC Definitions, regulations, and IPIC Definitions 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.

6. **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;
- (b) attack or challenge the validity of the Marks or the Owner's rights thereto, or assist any other party to do so;
- (c) do anything through the User's use of the Marks to prejudice or diminish the reputation or goodwill of the Owner;
- (d) claim, use or apply to register, record, or file any trademark, 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.

7. **Duration.** The License is effective commencing as of the Effective Date and shall extend, subject to Section 8, for successive one (1) year terms starting from the approval date of the registered ingredient ("**Renewal Date**"). Renewal of the License is subject to User providing Owner a Certificate of Analysis for each respective Ingredient, as applicable, dated at least ninety (90) days from the Renewal Date, to Owner within thirty (30) days of the Renewal Date and confirming in writing to the Owner that the User is in compliance with the terms of this Agreement, the IPIC Guidelines, and IPIC Definitions.

8. **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 thirty (30) calendar days after receiving a written demand from the Owner to do so;

- (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 Ingredients in association with the Marks in the ordinary course of business; or
  - (iii) if the Owner, acting reasonably, is satisfied that continuing the License in respect of the Marks, or any goods, 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, goods, 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 License may be terminated by the Owner for convenience (or for no reason at all) by giving the User written notice of termination for convenience, which will be effective 60 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 Ingredient 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.

## 9. Registration and Testing.

- (a) The User shall register each Ingredient to be used in association with the Marks on the Owner's registration system in accordance with IPIC Guidelines. In the event that the User ceases to use the Marks in connection with an Ingredient, the User shall update the registration system and/or notify the Owner in accordance with the terms and conditions of IPIC Guidelines.
- (b) For each new Ingredient 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 Ingredient in accordance with any applicable Owner requirements and the IPIC Guidelines, including, without limitation, obtaining a Certificate of Analysis for approval by the Owner to confirm the information supplied with respect to such Ingredient complies with the IPIC Definitions. The Marks must not be used in relation to a Ingredient until the Owner confirms that the information submitted in respect of the Ingredient complies with the requirements of the IPIC Definitions to the reasonable satisfaction of the Owner, provided however, that the Owner shall not be responsible for testing whether the Ingredient complies with the IPIC Definitions, 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 IPIC Guidelines, submit additional information of the Ingredients for Compliance Monitoring by the Owner to ensure the Ingredients comply with the IPIC Definitions.
- (d) If the Compliance Monitoring shows an Ingredient does not comply with the IPIC Definitions, the Owner without limiting its other rights or remedies may by notice in writing, at its discretion, require the User, with respect to that Ingredient and such additional Ingredients as determined by the Owner, to do one or more of the following:
  - (i) Cease all use of the Marks in relation to the Ingredients until such time as the Ingredients are brought into compliance with the IPIC Definitions; and
  - (ii) Such further action as the Owner considers appropriate to maintain the reputation, integrity and validity of the Marks.

## 10. Quality Control

- (a) The Ingredients that the User produces that are marketed with the Marks under this Agreement shall be substantially identical to the Ingredients that were approved and registered in accordance with Clause 8 hereof. Further the User certifies that the Ingredients meet the IPIC Definitions.
- (b) The IPIC Guidelines provides specific instructions to the User in the event that the User modifies an Ingredient 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 an Ingredient, the User shall consult and comply with the relevant provisions of IPIC Guidelines. In the event that the User is required to have the Ingredient reapproved, the User

shall immediately cease all use of the Certification Marks in association with the modified Ingredient until such time as the Ingredient is approved in accordance with the terms hereof. Reapproval will be conditional upon User's provision of a new Certificate of Analysis.

- (c) For new ingredient certifications or modifications to existing ingredient certifications, a Certificate of Analysis from a third-party satisfactory to the Owner, in its sole discretion, is required. For annual renewals where there have been no modifications to the existing ingredients, the Owner will accept a Certificate of Analysis generated in-house by the User. Notwithstanding the foregoing, the Owner reserves the right to reject any Certificate of Analysis for any reason (or no reason) or to request a third-party Certificate of Analysis.

11. **Powers of the Owner.** The Owner may alter the IPIC Definitions provided that the Owner provides advanced written notice to the User of the proposed changes to the IPIC Definitions, which notice shall specify a date upon which the alterations shall have effect.

12. **IPIC Guidelines.** The User acknowledges having received a copy of the IPIC Guidelines and agrees to be bound by and comply with the IPIC Guidelines in connection with its use of the Marks. The User acknowledges that a breach of any term or condition of the IPIC Guidelines 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, trademark, 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 is invalid, infringes the rights of any party, or is 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.** User shall defend Owner, at User's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against Owner by a third party, including, without limitation, the User's customers, clients, or consumers, alleging any products or services offered or provided by User that are sold or provided by User infringes any trademark, patent or copyright of a third party, or misappropriates such third party's trade secrets; and/or any User's use of the Marks infringes or otherwise violates any law or any third party's property, privacy, contractual, or other rights. Further, User shall indemnify and hold Owner harmless against all costs, including attorneys' fees, finally awarded against Owner by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by User, in connection with such Claims. User will defend and contest or settle any Claim at its sole expense, in its own name or, with the consent of the Owner, in the name of the Owner. User will not settle any Claim that is in the name of the Owner without the Owner's prior written consent.

16. **Disclaimer.** The Owner makes no representations or warranties to the User regarding the Marks or their use by the User, including those regarding ownership and whether the Marks infringe 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 certification Marks, 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 Clause 16 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 their 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.

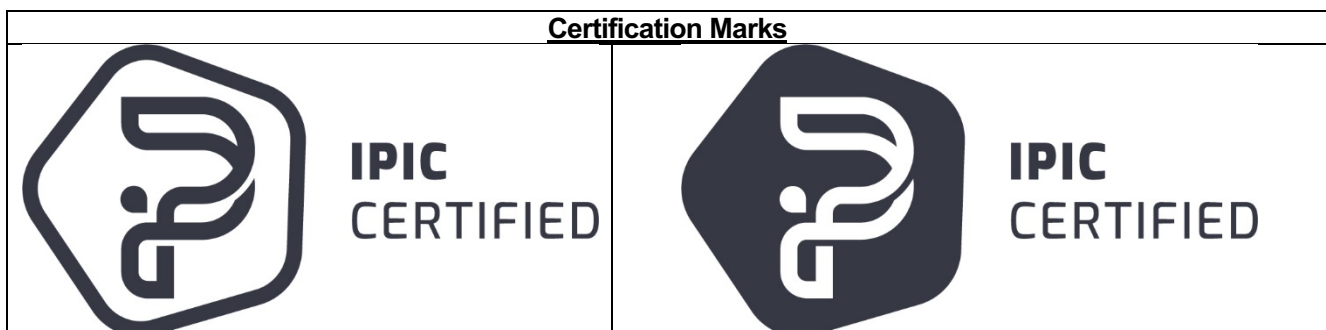
23. **Notice.** Any notice or other communication required or permitted to be given by this Agreement to a party hereto shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed 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.

By clicking the box next to the "I Agree to the terms and conditions" statement during the online Member sign-up process, 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, in which case the User shall not be authorized to make any use of the Marks.

#### **SCHEDULE "A"**



**SCHEDULE "B"****IPIC DEFINITIONS****1.0 Pulse Flours****1.1 Dehulled Pulse Flour**

- The product derived from the mechanical grinding/milling action of a whole or anatomical component of a pulse seed in which no less than 90% of the material passes through a 0.841 mm sieve (Tyler 20 Mesh or Us No.20); and,
- The product derived from a single pulse market class in which the seed coat has been removed as part of the dehulled/dehulling process.
- Can be unfortified or fortified with of vitamins and/or minerals as per regional regulatory guidelines to which the pulse flour will be sold and/or consumed; and
- Does not include:
  - Flours that have been specifically processed to isolate or remove certain components of the seed (protein, starch, etc.); or,
  - Flours that have been reconstituted with other materials to increase the level of constituents beyond what is naturally present in the whole starting material.

**1.2 Whole Pulse Flour**

- The product derived from the mechanical grinding/milling action of a whole or anatomical component of a pulse seed in which no less than 90% of the material passes through a 0.841 mm sieve (Tyler 20 Mesh or Us No.20); and
- The product derived from a single pulse market class containing all components of the whole pulse seed including the seed coat; and,
- Where the intact, whole seed is continuously milled OR the ground seed coat and/or germ fractions is reintroduced back into the ground cotyledon to constitute approximately 95% or more of the original composition of the seed; and
- Can be unfortified or fortified with of vitamins and/or minerals as per regional regulatory guidelines to which the pulse flour will be sold and/or consumed; and
- Does not include:
  - Flours that have been specifically processed to isolate or remove certain components of the seed (protein, starch, etc.); or,
  - Flours that have been reconstituted with other materials to increase the level of constituents beyond what is naturally present in the whole starting material.

**1.3 Starch-Rich Pulse Flour**

- The product derived from the mechanical grinding/milling action of a whole or anatomical component of a pulse seed in which no less than 90% of the material passes through a 0.841 mm sieve (Tyler 20 Mesh or Us No.20); and
- The product derived from a single pulse market class in which the flour has been processed to remove non-starch components of the seed (protein, fibre) and isolate and,
- Can be unfortified or fortified with of vitamins and/or minerals as per regional regulatory guidelines to which the pulse flour will be sold and/or consumed; and
- Starch represents <85% of the flour calculated on a dry weight basis.

#### **1.4 Specialty Milled Pulse Flours**

- Applies to any of the aforementioned classifications (1.1-1.3) of pulse flour in which the product has been subjected to additional processing prior to – or after milling; and
- The additional processing applied to the flour ingredient must be clearly stated (*i.e roasted whole pea flour, de-flavoured dehulled lentil flour*); and
- Additional processing can include, but is not limited to:
  - Thermal (i.e roasting, cooking, dry heat)
  - Hydrothermal (i.e steaming, boiling)
  - Infrared heating
  - Germination
  - Fermentation
  - Enzymatic hydrolysis
  - Extrusion
  - Supercritical fluid extraction
  - Lyophilization
  - Defatting

#### **2.0 Pulse Meal** is defined as:

- The product derived from the mechanical grinding/milling action of a single pulse market class; and,
- No less than 90% of the material passes through a 1.68 mm sieve (Tyler 10 Mesh, Us No. 12); and,
- No more than 45% of the material can pass through 0.297 mm (Tyler 48 Mesh, Us. No. 50) sieve.

#### **3.0 Pulse Grits** are defined as:

- The product derived from the mechanical grinding/milling action of a single pulse market class; and,
- No less than 90% of the material pass through a 2.00 mm sieve (Tyle 9 Mesh, Us No. 10)
- No more than 20% of the material can pass through 0.841 mm sieve (Tyler 20 Mesh or Us No.20)

#### **4.0 Pulse Starch** is defined as:

- Starch extracted from the pulse seed of a single market class; and,
- Starch represents  $\geq 85\%$  of the final product calculated on a dry weight basis.

#### **4.1 Additionally Processed Pulse Starch:**

- An extracted pulse starch pulse starch that has been subjected to additional processing, pre- or post-extraction, and,
- The additional processing applied to the product must be clearly stated; and,
- Additional processing includes but is not limited to:
  - Thermal treatment
  - Hydrothermal treatment
  - Pressure treatment
  - Irradiation
  - Ultrasonication
  - Etherification
  - Esterification
  - Acid thinning
  - Oxidization
  - Cross linking
  - Substitution
  - Cationization
  - Enzymatic treatment

#### **5.0 Pulse Protein**

**5.1 Pulse protein concentrate:**

- Protein extracted from the pulse seed of a single market class; and,
- The final product is  $\geq 48\%$  and  $< 80\%$  protein (Nx6.25) calculated on a dry weight basis.

**5.2 Pulse protein isolate:**

- Protein extracted from the pulse seed of a single market class; and,
- The final product is  $\geq 80\%$  (Nx6.25) calculated on a dry weight basis.

**5.3 Additionally Processed Pulse Protein:**

- Applies to any of the aforementioned classifications of pulse protein (5.1 and 5.2) where the protein product has been subject to additional processing, pre- or post-extraction, and,
- The additional processing applied to the product must be clearly stated; and,
- Additional processing includes but is not limited to:
  - Thermal treatment
  - Hydrothermal treatment
  - Pressure treatment
  - Irradiation
  - Ultrasonication
  - Enzymatic treatment
  - Acid hydrolysis
  - Fermentation
  - Shearing forces

**6.0 Pulse Fibre****6.1 Pulse hull fibre:**

- Fibre extracted from the pulse seed of a single market class; and,
- Corresponds to the definition of dietary fibre in the jurisdiction to which the pulse fibre will be sold and/or consumed; and,
- The product derived from the mechanical grinding action of seed coats that have been separated from the cotyledon and germ; and,
- Aqueous solvents are not used; and,
- The product is  $\geq 75\%$  dietary fibre calculated on a dry weight basis.

**6.2 Pulse inner fibre:**

- Fibre extracted from the pulse seed of a single market class; and,
- Corresponds to the definition of dietary fibre in the jurisdiction to which the pulse fibre will be sold and/or consumed; and,
- The dietary fibre extracted from the pulse seed cotyledon using aqueous solvents.
- Starch represents  $< 85\%$  of the flour calculated on a dry weight basis.