



Licence Agreement

By using the Superior Taste Award and all Superior Taste Award material, you recognize to be fully informed of and to have accepted the present agreement (hereinafter, the "Agreement") as well as the Evaluation Rules available on the Taste Institute Website: www.taste-institute.com that form an integral part hereof.

THIS AGREEMENT is made

between

The International Taste Institute, company incorporated and existing under the laws of Belgium, having its registered office at 105A rue colonel Bourg 1140 Brussels - Belgium, registered under the number 867 327 874, and duly represented by Eric de Spoelberch, Managing director (hereinafter the "Taste Institute");

And

The designated Non-Exclusive Licensee:

- having received confirmation by email by The Taste Institute that it was granted an award.
- having validated the terms of this licence in the private "my account" section of The Taste institute's website: www.taste-institute.com

Separately referred to as "Party" and jointly referred to as "Parties".

WHEREAS, the Taste Institute organizes taste-evaluations (hereinafter the "Evaluations") of consumer food and drink products (hereinafter the "Product(s)"), and grants a certification to the participating companies (hereinafter the "Participants") to honour and promote superior tasting products, known as the Superior Taste Award (hereinafter "Award");

WHEREAS, the Products that have obtained a positive evaluation (overall score above 70%) are granted the Award (hereinafter "the Awarded Products");

WHEREAS, the Taste Institute is the owner of all rights, title and interest in and to the several registered trademarks and associated names, as well as copyright related to the Award and associated logos and graphics and to pictures and videos of the jury and of products tested, (hereinafter the "Licensed Marks and Copyrights");

WHEREAS, the Taste Institute desires to grant a free, limited and non-exclusive license to awarded participating companies for use of the Licensed Marks and Copyrights in the advertising, marketing, promotion and sales of their Awarded Products, and the Licensee wishes to use such Licensed Marks and Copyrights for these Awarded Products.

The Taste Institute and the Licensee do hereby covenant and agree as to the following:

1. Licensed Marks and Copyrights

The Licensed Marks and Copyrights under this Agreement refer to the Award trademarks and associated names, logos and graphics and to pictures, videos of the jury and other PR documents as described on the Taste-Institute website: www.taste-institute.com and available in the private "My account" section of the Taste Institute's website: www.taste-institute.com

2. Effective date

This Agreement shall become effective upon the date of the written notification sent via e-mail by the Taste Institute that a Product has been granted an Award provided that the Licensee has accepted this Agreement (hereinafter, the "Effective Date").

3. Grant of a Non-Exclusive License

Subject to Licensee's continued compliance with this Agreement and the Evaluation Rules, the Taste Institute hereby grants the Licensee a non-transferable, non-assignable and non-exclusive limited license (hereinafter the "License") to use the Licensed Marks and Copyrights for the Awarded Products for a period of three (3) years.

4. Fee

The present License is granted by the Taste Institute to the Licensee free of any charge.

5. Term of the License

The License shall terminate automatically and without further notice three (3) years after the Effective Date. Tacit renewal is explicitly excluded.

Notwithstanding the above, the License shall terminate prior to the term stated under Article 5 in case:

- this Agreement is terminated by mutual agreement of the Parties;
- this Agreement is terminated by the Taste Institute as provided hereunder in this Agreement.

6. Compliance with the Evaluation Rules

The Evaluation Rules as duly agreed by the Licensee form an integral part of this Agreement. Any violation, by the Licensee, of the Evaluation Rules shall be considered as a violation of this Agreement, and vice-versa.

7. Use of the Licensed Marks and Copyrights:

Licensee shall use the Licensed Marks and Copyrights solely on and in association with the Licensee's advertising, marketing, promotion and sale of the Awarded Product(s) on labels, packaging, printed documents, advertisement and electronic media.

Licensee shall not use the Licensed Marks and Copyrights in any other way, unless it has obtained the Taste Institute prior written express consent hereto.

The granting of the Award entitles the Licensee to receive access to and to use the Licensed Marks and Copyrights issued by the Taste Institute in its communications to the public through all media, including but not limited to social networks, television, print and internet websites for a period of time strictly limited to 3 years.

In order to enable the use of the Licensed Marks and Copyrights, ITI will grant the right to convert the content provided in the private "My account" section of the Taste Institute's website (www.taste-institute.com) into digital files of different formats. This does not include the right to modify the content of the pictures nor of the videos. Under no circumstances can the images, nor the video be modified without the prior written consent of ITI. The rights granted are not assignable.

To preserve the integrity and credibility of the Award, its usage is governed by the following rules, and the Licensee subscribes to it in full:

- The Certificate, Medal and Label cannot be modified in any way or at any time without the Taste Institute's prior written express consent.
- Under no circumstance can the pictures or videos provided be edited to be used as personal endorsement by a specific jury member without the prior written consent of ITI.
- Any communication about the Award must obligatorily and visibly specify the type of Award received with the applicable number of stars and the year of attribution.
- Licensee shall not use, in relation to the Award, any superlative, absolute, comparative or otherwise misleading expression, as further detailed in the dedicated section "Prohibited and Misleading Claims" below, it being understood that any breach of that section shall be treated as a material breach of this Agreement.

8. Prohibited and Misleading Claims

As a general and absolute rule, no superlative, absolute or comparative expression whatsoever may be used by the Licensee in relation to the Award, the Superior Taste Award, the Taste Institute or any Awarded Product, in any language, medium or form. Without limiting the generality of the foregoing, and to ensure that the Licensee's communication about the Award is never misleading to consumers or to the public, and to preserve the integrity, credibility and value of the Award, the Licensee shall not use, in any advertising, marketing, promotional material, packaging, labelling, website, social media post or any other communication referring directly or indirectly to the Award, the Superior Taste Award, the Taste Institute, the Certificate, the Medal, the Label, or the Licensed Marks and Copyrights, any of the expressions listed below, nor any equivalent, translated, abbreviated or similar expression conveying the same or a similar meaning, whether used alone, in combination with other words, or through images, symbols, hashtags or any other means:

- "The Best", "Best in the World", "World's Best", "Best in Class" or "Best-in-Category";
- "Number One", "#1", "The Number 1 in [any category, sector or market]", "Top Rated", "Top of the Class" or "Leading Product";
- "The First", "The 1st", "1st Place", "First Ever" or any expression claiming primacy in relation to the Award;
- "The Only One", "Unique", "Unrivalled", "Unmatched" or "Unbeatable";
- "Champion", "Winner of the Competition", "Gold Medal Winner", "Award-Winning Champion", or any other expression suggesting that the Awarded Product was ranked against, competed with, or declared superior to, other products, given that the Evaluation is not a competition and Products are not ranked;
- "Certified Best Taste", "Officially the Tastiest", or any other expression suggesting an absolute or objective ranking of taste;
- any expression suggesting that the Award, the Taste Institute, or its Jury members personally recommend, endorse or prefer the Licensee, its business, or any product other than the specific Awarded Product identified in the Certificate.

This list is provided for illustration only and is not exhaustive. More generally, the Licensee shall refrain from using any superlative, absolute, comparative, or otherwise unsubstantiated claim in relation to the Award that could mislead consumers as to the nature, scope, ranking or significance of the Award, or that could be considered as an act of unfair or misleading commercial practice under applicable law.

The Licensee remains solely and fully responsible for any communication it makes in relation to the Award, and shall submit to the Taste Institute for prior review, upon simple request, any communication material about which it is uncertain.

The Licensee acknowledges and agrees that it shall bear sole and full responsibility for, and shall bear all consequences of, any breach of this section "Prohibited and Misleading Claims", including but not limited to those set out in the sections "Termination for cause" and "Specific Consequences for Prohibited or Misleading Claims" below. The Taste Institute expressly reserves the right to terminate this Agreement and revoke the License with immediate effect, without prior notice, cure period, indemnity or legal action, should the Licensee breach any of the conditions set out in this section.

9. Quality Control Monitoring:

The Taste Institute is entitled at all times to monitor and verify the Licensee's compliance with this Agreement and the Evaluation Rules. For example:

Upon written demand at any time by the Taste Institute, Licensee shall supply a sample of any or all advertising and promotional material, labels, packaging, etc., which will be/are used by the Licensee bearing the to the Award and associated logos and graphics protected by the Licensed Marks and Copyrights .

The Taste Institute may also, at any time, proceed to an audit with the Licensee (including the inspection of its books and records) in order to verify that the actual use of the Licensed Marks and Copyrights is in full compliance with this Agreement and the Evaluation Rules.

The Taste Institute may also re-evaluate randomly selected commercially available samples of the Product(s) that were originally tested for the Award.

Where the Taste Institute finds that the Licensee is not in compliance with this Agreement or the Evaluation Rules, including through the use of a prohibited or misleading claim, the Taste Institute may require the Licensee to immediately withdraw, correct or destroy the non-compliant material, at the Licensee's own expense, without

prejudice to the Taste Institute's right to terminate this Agreement in accordance with the section "Termination for cause" below.

Licensee understands and agrees that this provision is of key importance to the Taste Institute and that any breach thereof shall be considered as a material breach sufficient to allow the Taste Institute to terminate this Agreement immediately, without notice, indemnity, or legal action in accordance with Article 13 of this Agreement.

10. Intellectual property

The Taste Institute is and remains the sole and exclusive owner of and maintains every right, title and interest in and to the Licensed Marks and Copyrights.

The Taste Institute may continue to use the Licensed Marks and Copyrights as it deems fit, including but not limited to granting a License to third parties having been granted an Award for their Awarded Products.

Licensee has no right to modify or change the Licensed Marks and Copyrights without the prior written express consent of the Taste Institute.

Licensee shall have no right to sublicense, assign, encumber, transfer, convey or otherwise dispose of the License or right to use the Licensed Marks and Copyrights, or to permit the same to be sublicensed, assigned, encumbered, transferred, conveyed or otherwise disposed of without the prior written express consent of the Taste Institute.

Licensee covenants and warrants that the use of the Licensed Marks and Copyrights is in compliance with local applicable laws, rules and regulations.

11. Counterfeiting

Licensee shall inform the Taste Institute immediately in case of a claim or a legal action in counterfeiting directed against the Licensee, as well as of any suspected infringement of the Licensed Marks and Copyrights that comes to its attention.

The Taste Institute shall have the sole right to decide to take any legal action against counterfeiters of the Licensed Marks and Copyrights indicated by Licensee.

The defence against claims by third parties relating to the validity of the Licensed Marks and Copyrights (request for cancellation, oppositions, official refusals, actions for cancellation) shall exclusively be reserved to the Taste Institute. The Taste Institute will not indemnify the Licensee against any damages and losses arising or resulting from such claims.

12. Suspension of the License

In case of a material change to the Awarded Product, its ingredients or its manufacturing process, the Licensee shall immediately inform the Taste Institute in writing.

Upon receipt of the notification, the Taste Institute shall have the Product reassessed in order for the Licensee to keep the right of use of the Award and the Licensed Marks and Copyrights.

During the time of the reassessment, the License granted under this Agreement shall be suspended and the Licensee shall not further use the Licensed Marks and Copyrights.

At the end of the reassessment, the Taste Institute shall inform the Licensee of its decision. If the Taste Institute decides against the renewal of the Award, it shall of the right to terminate the Agreement in accordance with Article 13.

13. Termination without notice

In case of the Licensee's bankruptcy, liquidation, insolvency, restructuring, sale of business, administrative or judicial tutoring, judicial request for suspending payment, deferred or conditional payment arrangements of any type with its creditors, the Taste Institute shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement and all rights granted under, without prior notice, indemnity or legal action.

This Agreement and all rights granted herein shall cease and terminate immediately, without prejudice the Taste Institute's other rights or remedies and without prior notice, indemnity or legal action if:

- in case of a material breach of this Agreement, including the Evaluation Rules, that cannot be cured,
- the Taste Institute decides against the renewal of the Award in case of the re-evaluation of a modified Awarded Product as referred to in article 9.

14. Termination for cause

The Taste Institute may terminate this Agreement immediately upon the Licensee's material default to perform this Agreement and/or to comply with the terms and conditions of this Agreement, including the Evaluation Rules, provided that the Licensee has not remedied such default within fifteen (15) days after a written notice thereof was sent by the Taste Institute to the Licensee.

The Taste Institute may terminate this Agreement immediately if the Licensee's use of the Licensed Marks and Copyrights materially or immaterially impairs the reputation and goodwill of the Taste Institute, as solely determined by the Taste Institute, provided that Licensee has not adapted its conduct within fifteen (15) days after a written notice thereof was sent by the Taste Institute.

Notwithstanding the fifteen (15) day cure period referred to above, any use by the Licensee of a prohibited or misleading claim as described in the section "Prohibited and Misleading Claims" shall be deemed a material and irremediable breach of this Agreement, entitling the Taste Institute to terminate this Agreement immediately, without prior notice, cure period, indemnity or legal action, and without prejudice to any other right or remedy available to the Taste Institute, including its right to claim damages in accordance with the section "Specific Consequences for Prohibited or Misleading Claims" below.

The foregoing is without prejudice to the Taste Institute's other rights, including its right to inform third parties and the public of the termination of the Agreement, as well as its right to claim compensation from the Licensee of all direct, indirect, special or consequential damages, such as but not limited to, loss of profits.

15. Specific Consequences for Prohibited or Misleading Claims

In addition to the Taste Institute's right to terminate this Agreement in accordance with the above, any use by the Licensee of a prohibited or misleading claim relating to the Award shall entitle the Taste Institute, without prejudice to any other right or remedy, to:

- require the Licensee to immediately cease and permanently withdraw, at its own cost, the non-compliant communication, advertising, promotional material, packaging or labelling, wherever published or distributed;
- require the Licensee to publish, at its own cost and within the timeframe set by the Taste Institute, a correction or retraction in the same media and with the same prominence as the non-compliant communication;
- suspend or revoke, with immediate effect, the Licensee's right to use the Award, the Certificate, the Medal, the Label and the Licensed Marks and Copyrights;
- declare the Licensee's Awarded Product(s) permanently or temporarily ineligible for future registration to the Evaluation, at the Taste Institute's sole discretion;
- claim full compensation from the Licensee for any direct or indirect damage suffered by the Taste Institute as a result of such breach, including but not limited to damage to its reputation, credibility and goodwill, and any costs incurred in remedying the breach, without prejudice to the Taste Institute's right to pursue any other legal remedy, including injunctive relief, before the competent courts.

The Licensee acknowledges that the use of a prohibited or misleading claim in relation to the Award is likely to cause significant and possibly irreparable harm to the reputation and credibility of the Taste Institute and of the Award itself, and agrees that the above remedies are reasonable and proportionate in light of such harm.

16. Consequences of termination

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either Party or both Parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

Upon termination of this Agreement, for whatever reason, Licensee shall :

- immediately cease to use the Licensed Marks and Copyrights, as well as any imitation, look-a-like or variation thereof, in any way.

- promptly withdraw any and all advertising and promotional materials, packaging, etc. which uses the Licensed Marks and Copyrights.
- promptly return to the Taste Institute any and all proprietary information received in the frame of this Agreement.
- where termination results from the Licensee's use of a prohibited or misleading claim or any other breach of this Agreement, promptly issue, at its own cost and within the timeframe requested by the Taste Institute, any public correction or retraction reasonably required by the Taste Institute; and
- indemnify and hold the Taste Institute harmless against any loss, damage, cost, fine, or reputational harm arising out of the Licensee's breach of this Agreement, including the use of a prohibited or misleading claim.

17. Force Majeure

No Party shall be deemed in breach of this Agreement or the Evaluation Rules, if it is unable to fulfil its obligations by reason of fire, earthquake, strikes, act of God, death, illness or incapacity, acts or requirements of government authorities, war or other hostilities, riot or civil commotion, embargo any other event beyond its control (collectively referred to as 'Force Majeure Event').

Upon occurrence of any Force Majeure Event, the Party hit shall promptly give written notice to the other Party of its inability to perform or of delay in fulfilling its obligations. In case the Force Majeure Event continues to exist for 30 days, the other Party will have the right to terminate the Agreement without having to pay compensation.

18. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the applicable law.

If at any time, any provision or part thereof of this Agreement is held invalid or unenforceable in any respect, this shall not affect the validity of the remaining provisions or parts thereof, which will remain in full force and effect. Moreover, the Parties undertake to renegotiate in good faith a new provision replacing the original one, maintaining the initial purpose and, to the extent possible, having an equivalent result, in order to re-establish the contractual balance between the Parties.

19. Entire Agreement

This Agreement and the Evaluation Rules comprise the entire understanding of the Parties hereto on the subject matter herein contained, and supersede all prior or other agreements, understandings and discussions between the Parties, whether written or oral, relating to the subject matter of this Agreement.

20. Modification/Waiver

This Agreement may be modified by the Parties. Any modification of this Agreement must be agreed upon and signed in writing by the Parties.

Failure by either Party to enforce any right or to seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

21. Language

This Agreement is drawn up in English. In case of inconsistencies with a version drawn up in another language the English version shall prevail as the only official language of this Agreement.

22. Governing Law and Jurisdiction

The present Agreement shall be governed by, construed and enforced in accordance with Belgian Law.

Any dispute arising from or in connection with this Agreement, shall be submitted to the exclusive jurisdiction of the French speaking Commercial Court of Brussels.

A signed version of this agreement is available to the Licensee upon request by email to info@taste-institute.com