AGREEMENT FOR THE USE OF THE COLLECTIVE BRANDS
BIOGARANTIE® AND ECOGARANTIE®

Between, on the one hand:

V.Z.W. BIOGARANTIE®, with registered office at 368 Leuvensebaan in B
3040 Sint-Agatha-Rode, Belgium, represented here by Dirk Thienpont,
hereinafter “the licensor”

and, on the other hand:

The company .................................................................
With registered office in : ..............................................
Represented here by
Mr./Mrs.: .................................................................
Function : .................................................................
hereinafter “the licensee”

THE FOLLOWING IS BEING CONSIDERED

Definitions

the Agreement: the present agreement with its appendices.

the Brand: the collective brand “BIOGARANTIE®”, consisting of the word
“BIOGARANTIE®” with the corresponding illustration, as depicted in
Appendix 1 to the Agreement, registered with the Benelux trademarks office on
25.4.1988 under number 447614 and extended on 15.12.1992 under number
596097
and/or
the collective brand “ECOGARANTIE®”, consisting of the word
“ECOGARANTIE®” with the corresponding illustration, as depicted in
Appendix 1 to the Agreement, registered with the Benelux trademarks office on

BIOGARANTIE® specifications: all the standards and prescriptions concerning
organic culture, drawn up by V.Z.W. BIOGARANTIE®.
ECOGARANTIE® specifications: all the standards and prescriptions concerning ecological produce, as drawn up by V.Z.W. BIOGARANTIE®. Produce of Organic Culture: products which meet the standards and prescriptions of the appended version of the BIOGARANTIE® specifications on all levels and in all technical aspects.

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

Purpose of the Agreement

PROBILA-UNITRAB, professional association with registered office at 368 Leuvensebaan B 3040 Sint-Agatha-Rode., UNAB, professional association with registered office at 14 Le Quesniau in B 7870 Montignies-Lez-Lens and V.Z.W. BELBIOR, with registered office at Uitbreidingstraat 470 in B 2600 Berchem, are joint holders (joint owners) of the Brand.

By agreement entered into on 14 December 2000, the aforementioned joint owners have granted to the Licensor the exclusive right of use of the said Brand.

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 Produce of Organic Culture and/or Ecological Produce by the Licensee.

THEREFORE, THE FOLLOWING HAS BEEN AGREED ON:

Article 1 - Purpose

The Licensor grants to the Licensee, for the duration of the present agreement, a non-exclusive right of use of the collective Brand

- BIOGARANTIE®
- ECOGARANTIE®

in text and/or graphics

1.1. on packaging, printed work, folders, labels, publications, announcements, posters, price lists and editions of any kind, issued and/or distributed by the Licensee within or without his points of sale, insofar as they concern (or are directly related to) specifically described whether Produce of Organic Culture (in case of use of the collective brand BIOGARANTIE®) or Ecological Produce (in case of use of the collective brand ECOGARANTIE®).
1.2. in information publications, announcements and communications concerning whether Produce of Organic Culture in general (BIOGARANTIE®) or Ecological Produce in general (ECOGARANTIE®), issued and/or distributed by the Licensee, insofar as their purpose is informing the consumer on the advantages of respectively Produce of Organic Culture and Ecological Produce and insofar as their nature promotes the sale by the Licensee of Produce of Organic Culture and/or 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 of organic products”
- point of sale. “identification ecological products”
- 100% organic point of sale
- baker with limited activities

### Article 2 - Certification and Control

2.1. Any use of the Brand for (or in direct relation with) specifically respectively described Produce of Organic Culture and 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 recognised by V.Z.W. BIOGARANTIE®, certifying the conformity of the Product of Organic Culture and Ecological Product concerned with respectively the prescription of the BIOGARANTIE® and ECOGARANTIE® Specifications.

The certificate is only valid for the Produce of Organic Culture and/or 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 be withdrawn by the certification body at any time. As from the date of notification of such withdrawal, the use of the Brand, mentioned in the notice of withdrawal, is prohibited.

2.2. 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.

2.3. 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.
If shortcomings are established, the Licensee will comply with the recommendations of the certification body regarding the use of the Brand. Any use of the Brand concerning products that are not considered as Product of Organic Culture and/or Ecological Produce will be ceased upon first request of the Licensor or the certification body (e.g. removing the produce from the shelves, removing any reference to the Brand on the products concerned, etc.).

2.4. 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 3 - Ban

3.1. The Licensee will never use the Brand directly or indirectly with respect to other products than Produce of Organic Culture and/or Ecological Produce (according to the Brand for which the use right was granted), under penalty of the payment of a flat indemnity of 6,197,34 EUR per established breach.

3.2. 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 Produce of Organic Culture or Ecological Produce.

3.3. The Licensee guarantees the conformant use of the Brand by his personnel and co-workers, and he will issue instructions and control procedures to that effect.

Article 4 - BIOGARANTIE® / ECOGARANTIE® Specifications

4.1. The Licensee will comply with all standards, prescriptions and regulations of the BIOGARANTIE® Specifications and/or 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 BIOGARANTIE® Specifications and ECOGARANTIE® Specifications can be amended or changed at any time by the Licensor, herein represented by V.Z.W. BIOGARANTIE®. These amendments and modifications will be notified to the Licensee in due time.

4.2. The latest issues of the BIOGARANTIE® Specifications and ECOGARANTIE® Specifications are an integral part of this Agreement as Appendix 2.

4.3. Without prejudice to the provisions of this agreement, breaches of the provisions of the BIOGARANTIE® Specifications and/or ECOGARANTIE® Specifications are punished in the way provided for by the procedures indicated in the Specifications.
4.4. In the event of contradictions between the provisions of the BIOGARANTIE® Specifications and/or ECOGARANTIE® Specifications and of the Agreement, the Agreement supersedes the Specifications.

Article 5 - Royalty - Fines

5.1. For the use of the Brand, which is the subject of this agreement, the Licensee will pay a royalty to the Licensor. This royalty will be calculated and is payable at the time and in the way indicated in Appendix 3 of this Agreement.

5.2. Established breaches of article 5.1. 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 6 - Obligations of the Licensor

6.1. 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.

6.2. The Licensor has the right to change the Brand insofar as this appears necessary to prevent all breaches of possible third party brands.

6.3. 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.

6.4. 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 7 - Duration

The Agreement is entered into force for a period initiating at the date of signature and ending at the 31rst 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 8 - Early termination

8.1. 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.

8.2. 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 3, article 5.1. and article 9 of the Agreement

Article 9 - 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 10 - Amendments

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

Article 11 - Competence - Tribunals

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

Drawn-up in ..................... on .......................in three copies, each party having received one copy.

For V.Z.W. BIOGARANTIE®

Signature + Write “written and approved”

For the Licensee

……………………

………………………
CONVENTION POUR L’USAGE DES MARQUES BIOGARANTIE® ET/OU ECOGARANTIE®

Annexe à la convention

La licence de la marque Biogarantie® et Ecogarantie® a été transmise par les propriétaires des marques Probila-Unitrab, Belbior en Unab à l’asbl BIOFORUM VLAANDEREN sise à Uitbreidingsstraat 470 A, 2600 Berchem, et l’asbl BIOFORUM WALLONIE, sise à Chaussée de Namur, 47, 5030 Gembloux.

A partir de la date ci-dessous l’asbl BIOFORUM VLAANDEREN et l’asbl BIOFORUM WALLONIE agissent à la place de l’asbl BIOGARANTIE, avec reprise de tous les droits et devoirs de la convention.

Date : 1 janvier 2008