



## NON-EXCLUSIVE LICENSE AGREEMENT Superior Taste Award

By using the Licensed Marks (as defined in Appendix 1), you are presumed to be aware of and to have accepted all rights and obligations resulting from the present agreement (hereinafter, the "Non-Exclusive License Agreement") as well as from the Evaluation Regulations and Rules that form an integral part hereof.

**AGREEMENT** made on the date specified by and between

1. the International Taste & Quality Institute, company incorporated and existing under the laws of Belgium, having its registered office at 55 rue des Trois-Ponts in 1160 Brussels - Belgium, registered under the number 867 327 874, and duly represented by Christian De Bauw, Managing Partner (hereinafter "iTQi");  
and
2. the designated Non-Exclusive Licensee:  
MALLIOPOULOS DIM. PANAGIOTIS .....[company name],  
company incorporated and existing under the laws of GREECE .....[country],  
having its registered office at 27, PATRON st. PIRGOS ILIAS [address]-  
27 100 GREECE .....[country],  
registered under the number .....[number], and  
duly represented by .....[name], .....[function] (hereinafter "Licensee");

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

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

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

**WHEREAS**, Licensee's Products have obtained a positive evaluation of the Jury, and Licensee therefore wishes to use the Licensed Marks for these Awarded Products;

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

**1. Licensed Marks**

The Licensed Marks under this Non-Exclusive Agreement (hereinafter "Agreement") refer to the Award trade mark and associated names, logos and graphics as listed in Appendix1.

**2. Effective date**

This Agreement shall become effective upon written notification via e-mail by iTQi that a Product has been granted an Award, and provided that the Licensee has returned a duly signed copy of this Agreement to iTQi.

**3. Grant of a Non-Exclusive License**

Subject to Licensee's continued compliance with this Agreement and the Evaluation Rules and Regulations, iTQi hereby grants Licensee a non-transferable, non-assignable and non-exclusive limited license (hereinafter "License") to use the Licensed Marks.

**4. Fee**

**The present License is granted by iTQi to the Licensee at no fee.**

**5. Term of the License**

- 5.1. The License shall terminate automatically and without further notice **three (3) years after this Agreement** has become effective and at the latest as of end of May, 3 years after the Evaluation. Tacit renewal is explicitly excluded.
- 5.2. The license shall terminate prior to the term stated under Article 5.1 in case:
- this Agreement is terminated in mutual agreement by the Parties;
  - this Agreement is terminated by iTQi as provided hereunder in this Agreement.
- 5.3. License is only granted to Awarded Products listed on the iTQi website.

**6. Compliance with the Evaluation Rules and Regulations**

- 6.1. The Evaluation Rules and Regulations as published by iTQi on its website [www.itqi.com](http://www.itqi.com) form an integral part of this Agreement.
- 6.2. Any violation, by the Licensee, of said Evaluation Rules and Regulations shall be considered as a violation of this Agreement, and vice-versa.

**7. Quality Control**

- 7.1. Use of the Licensed Marks:
- Licensee will use the Licensed Marks solely on and in association with Licensee's advertising, marketing, promotion and sale of the Awarded Product(s) on labels, packaging, printed documents, advertisement and electronic media. It will not use the Licensed Marks in any other way, unless it has obtained iTQi's prior written express consent thereto.

## 7.2. Quality Control Monitoring:

- iTQi is entitled at all times to monitor and verify Licensee's adherence to this Agreement and the Evaluation Rules and Regulations. The ways iTQi can do so include but are not limited to:
  - o asking for 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,
  - o asking for a certification to the effect that actual use of the Licensed Marks is in full compliance with this Agreement and the Evaluation Rules and Regulations.
- Upon express written demand by iTQi, Licensee agrees to supply random samples of its advertising and promotional materials, labels, packaging, etc. to iTQi, namely within six (6) months the signature of this Agreement and on every subsequent lapse of one (1) year. Licensee understands and agrees that this provision is of key importance to iTQi and that any breach thereof shall be considered as a material breach sufficient to allow iTQi to terminate the License Agreement immediately, without notice, indemnity, or legal action in accordance with Article 10 of this Agreement.

## 8. Use of the License and Licensed Marks

- 8.1. iTQi is and remains the sole and exclusive owner of and maintains every right, title and interest in and to the Licensed Marks. As such iTQi may continue to use these as it deems fit, including but not limited to granting a License to third parties having been granted an Award for their Awarded Products.
- 8.2. Licensee has no right to modify or change the Licensed Marks without the prior written express consent of iTQi.
- 8.3. Licensee has no right to sublicense, assign, encumber, transfer, convey or otherwise dispose of the License or right to use the Licensed Marks, or to permit the same to be sublicensed, assigned, encumbered, transferred, conveyed or otherwise disposed of without the prior written express consent of iTQi.
- 8.4. Licensee covenants and warrants that the use of the Licensed Marks is in compliance with local applicable laws, rules and regulations.

## 9. Counterfeiting

- 9.1. Licensee shall inform iTQi immediately in case of claim or legal action in counterfeiting directed against Licensee, as well as of any infringement or illegal imitation of the Licensed Marks that comes to its attention.
- 9.2. Only iTQi has the right to decide whether or not to take any legal action against counterfeiters of the Licensed Marks indicated by Licensee.
- 9.3. The defence against attacks by third parties against the integrity of the licensed trademarks (request for cancellation, oppositions, official refusals, actions for cancellation) shall exclusively be reserved to iTQi. iTQi will not indemnify the Licensee against any damages resulting from such attacks.

## **10. Termination without notice**

- 10.1. In case of 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, this Agreement and all rights granted herein shall cease and terminate immediately, without prior notice, indemnity or legal action.
- 10.2. This Agreement and all rights granted herein shall cease and terminate immediately, without prior notice, indemnity or legal action if:
- Licensee breaches its obligations under Articles 7.2 or 8.4 of this Agreement, or
  - Licensee's use of the Licensed Marks materially or immaterially impairs the reputation and goodwill of iTQi, as solely determined by iTQi.

## **11. Termination for cause**

- 11.1. Should Licensee fail to comply with the terms and conditions of this Agreement, including the Evaluation Rules and Regulations, iTQi may terminate this Agreement in writing should Licensee not have remedied that failure within fifteen (15) days as from the date of sending a written notice to Licensee by iTQi requesting to remedy such failure.
- 11.2. In spite of the foregoing, in case of a breach of this Agreement, including the Evaluation Rules and Regulations, that cannot be (timely) cured, iTQi shall have the right to terminate this Agreement immediately, without prior notice, indemnity or legal action.
- 11.3. The foregoing is without prejudice to iTQi'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 Licensee of all damage, including loss of profits, indirect, special, incidental or consequential damage.

## **12. Duties upon termination**

Upon termination of this Agreement, for whatever reason, Licensee shall cease to use the Licensed Marks in any way, including but not limited to:

- withdrawal of any advertising and promotional materials, packaging, etc. which uses the Licensed Marks,
- the Licensed Marks, as well as any imitation, look-a-like or variation thereof.

## **13. Force Majeure**

No Party shall be deemed in breach of this Agreement or the Evaluation Rules and Regulations, 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 continues to exist for 30 days, the other Party will have the right to terminate the Agreement without having to pay compensation.

#### **14. Severability**

- 14.1. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.
- 14.2. In case any clause or part thereof of this Agreement is held invalid or unenforceable, this will not affect the validity of the remaining clauses or parts thereof, which will remain in full force and effect. Moreover, the Parties undertake to renegotiate in good faith a new clause 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.

#### **15. Integration**

This Agreement and its Appendix 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.

#### **16. Modification/Waiver**

- 16.1. This Agreement may be modified by the Parties. Any modification of this Agreement must be agreed upon and signed in writing.
- 16.2. 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.

#### **17. Language**

This Agreement is drawn up in English. In case of inconsistencies between the two languages, the English version shall prevail as the only official language of this Agreement.

#### **18. Governing Law and Jurisdiction**

- 18.1. The present Agreement and its effects shall be governed by, construed and enforced in accordance with Belgian Law.
- 18.2. Any dispute arising from or in connection with this Agreement, will be settled amicably. In case of a dispute for which no amicable solution is possible, such dispute shall be submitted to the exclusive jurisdiction of the Commercial Court of Brussels.

This Agreement has been executed in two (2) counterparts, all of which together shall constitute one and the same instrument. Every Party confirms to have received one of the two (2) counterparts.

Done in Brussels,  
Date of the Agreement :

**For Licensee**

Company name: MALLIOPOULOS DIM. PANAGIOTIS

By: GREECE

Function:

Authorized Signature:

**For iTQi, Licensor**

International Taste & Quality Institute

Address: 55 rue des Trois-Ponts

1160 Brussels - Belgium

Authorized Signature: Christian De Bauw



## **Appendix 1: Licensed Marks**

### **Labels:**

The different types of labels can be found on iTQi website including the following labels in various languages:



### **Medal:**

