

Business Name: _____ **Date:** _____

- ▶ Complete this section for all organizations seeking to license the Regenerative Organic Certified® Marks from the Regenerative Organic Alliance (ROA). The Business Name (“Organization”) above must be a legal entity. Each legal entity throughout a supply chain (producers, brand owners, or finished goods manufacturers, etc. making a Regenerative Organic Certified® claim) must complete its own license agreement to use the Regenerative Organic Certified® Marks.
- ▶ This License Agreement (“Agreement”) must be signed by a legally authorized representative of each Organization. By signing this Agreement, the Organization acknowledges that it has received, has read, fully understands, and agrees to be bound by the terms of this Agreement.
- ▶ The Organization must submit an Agreement on an annual basis during the ROA license renewal period.
- ▶ Please send the completed Agreement to label@regenorganic.org.

A. Organization information

Business Name: _____
 DBA: _____
 Website: _____
 Phone number: _____

B. Contact Information

Primary Contact: Designate one person in your Organization to be the ROA’s Primary Contact. This person must be knowledgeable about your Organization’s planned use of the Regenerative Organic Certified® Marks and have the authority to act on behalf of the Organization.

Name: _____ Title: _____
 Phone: _____ Email: _____

Additional Contacts: List additional contacts at your Organization who are authorized to make decisions about product packaging, are responsible for developing market & communication assets, or otherwise act on behalf of the Organization. Attach an additional list if necessary.

Name/Title: _____ Phone: _____ Email: _____

Name/Title: _____ Phone: _____ Email: _____

Name/Title: _____ Phone: _____ Email: _____

C. General Terms and Conditions

1) Terms of Use

The Regenerative Organic Certified® Marks include the Regenerative Organic Certified® certification mark, design mark, seals and all other trademarks, service marks, certification marks, seals, logos, or any other proprietary designations owned by the ROA and used to indicate that a product is certified per ROA's guidelines found in the Regenerative Organic Certified® Framework. Organization is a retailer that sells branded and private labeled products produced by suppliers that are licensed per ROA guidelines to use the Regenerative Organic Certified® Marks.

2) Grant of License

2.1 ROA hereby grants to Organization a non-exclusive, non-royalty bearing, license to publicly display, publicly perform, publish, reproduce and otherwise use the Regenerative Organic Certified® Marks, as long as such use complies with this Agreement, exclusively: (i) on ROA certified products that are sold by Organization ("Licensed Products"); and (ii) in marketing or promotional materials (including without limitation, any electronic or print media, whether now existing or hereafter arising) advertising, promoting or endorsing the Licensed Products ("Marketing Materials"), addressed in Term E.1 below.

2.2 To promote, sell or offer for sale a Licensed Product, the Organization must obtain a valid, current ROA certificate and license from its product supplier(s), corresponding to the specific product. If the Organization receives notice of the change in status for any Licensed Product, Organization will have fifteen (15) days to ensure that its labels or materials containing the Regenerative Organic Certified® Marks are appropriately updated to reflect any change in status (for example, from gold to bronze) or, if the product is no longer certified by ROA, that all references to the Regenerative Organic Certified® Marks are removed. All product and labels produced prior to the end of the fifteen (15) day period shall be subject to the sell-off rights described in Section 3.2 below.

2.3 Any use of the Regenerative Organic Certified® Marks by Organization, including on Licensed Product, or on marketing or promotional materials (which will be subject to ROA's review and approval pursuant to the process outlined in Term E.1 below), will comply with the following:

- For all text claims, the complete phrase "Regenerative Organic Certified®" must be used and must be accompanied by the trademark indicator "®" in all instances.
- Avoid use of the acronym ROC on principal display panel or any other copy.
- The use of "Regenerative Organic", "On our way to Regenerative Organic Certified®," or "Regenerative Organic Certified® pending" is prohibited on packaging, labels, or other materials.
- All promotional materials (digital or printed) that make claims about "Regenerative Organic Certified®" must be done in reference to product or contents that have received certification and the licensee may not misrepresent products that are not certified.
- The seal must denote the certification level (Bronze, Silver, or Gold) either via the colored seals or via the black and/or white seal with text that specifies the certification level attained. The seal must replicate the form and design of the examples shown below and must be printed legibly.



The seal must be used with additional text that specifies the certification level attained (i.e., Bronze, Silver, or Gold) as shown below.



2.4 ROA represents and warrants that: (a) it is the owner of the Regenerative Organic Certified® Marks; (b) it has all necessary right, power and authority to grant to Organization the rights herein; (c) it has not previously disposed of any of the rights herein granted to Organization nor previously granted any rights adverse thereto or inconsistent therewith; and (d) there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to Organization.

2.5 The Regenerative Organic Certified® Marks are subject to change. ROA will provide written notice of such changes to Organization. Organization will have sixty (60) days to ensure that its labels or materials containing the old Regenerative Organic Certified® Marks are updated to reflect any change in the Regenerative Organic Certified® Marks. All product and labels produced prior to the end of the sixty (60) day period shall be subject to the sell-off rights described in Section 3.2 below.

2.6 Organization agrees to provide reasonable assistance to Organization's manufacturers and suppliers of Licensed Product ("Licensed Suppliers") to enable Licensed Suppliers to report anticipated annual retail revenue for each Licensed Product and to calculate the license fee they owe to ROA under their license agreements with ROA. Organization acknowledges and agrees that the Licensed Suppliers may include in their pricing to Organization the license fee due on the retail value of the Licensed Product. Organization shall not be responsible if Licensed Suppliers breach the license agreements between Licensed Suppliers and ROA.

2.7 Organization agrees that it will not (or assist any third party to) oppose, cancel, object, or otherwise challenge ROA's use of, or applications to register (or resulting registrations for) the Regenerative Organic Certified® Marks.

3) Termination & Suspension

3.1 The ROA may suspend, terminate or revoke Organization's rights under this Agreement if Organization breaches or fails to comply with any of its obligations under this Agreement, provided that the ROA sends a written notice of breach to Organization and gives Organization at least sixty (60) days' notice to remedy such breach as to the satisfaction of the ROA.

3.2 If Organization receives notice from ROA under Section 2.2 (changes in a product's certification status), 2.5 (changes to the Regenerative Organic Certified® Marks) or 3.1 (suspension or revocation), Organization may (1) still order from suppliers and sell through all product and labels containing the Regenerative Organic Certified® Marks which were produced prior to the end of the requisite timeframes stated in such sections in the ordinary course of business and (2) market and advertise such products as allowed under Section 2.2(ii) above until such products and labels are sold by Organization. After such products and labels are sold through, Organization will immediately cease use of all Regenerative Organic Certified® Marks associated with the product.

3.3 If ROA ceases all operations, this Agreement may be terminated by the ROA. If the ROA terminates without cause, Organization shall have the right to sell through any products and labels in the same manner as if such notice was made under Section 3.1. Either party may terminate this Agreement without cause upon written notice to the other.

4) Transparency, Confidentiality, and Governing Law

4.1 Organization authorizes the ROA to list it as a retailer where certified product may be purchased.

4.2 Organization authorizes information from this document to be made available to relevant ROA approved certifying bodies and auditors as needed.

4.3 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California. The parties agree and consent to the jurisdiction of the state and federal courts located in San Francisco, California and acknowledge that these courts are proper and convenient forums for the resolution of any actions between the parties and agree that these courts will be the sole and exclusive forums for the resolution of any actions between the parties.

D. Payment & Fees

Membership Fee

Organizations with over \$2 million in gross annual sales shall pay an annual membership fee of \$1,000 to ROA. All other ROA license fees are paid by suppliers of Licensed Products. The membership fee is due upon renewal of the Agreement.

E. Use of Regenerative Organic Certified® Marks

1) Prior Review & Approval of Seal Use

All use of the Regenerative Organic Certified® Marks on Licensed Product must be reviewed and approved in writing by the ROA. ROA and the Organization understand that product suppliers are responsible for ensuring that packaging and materials containing the Regenerative Organic Certified® Marks are approved by ROA. Organization agrees that it will not use any Marketing Materials that have not been approved by ROA as required herein. Organization agrees that, without ROA's approval, it will not modify any labels, material, or other content that ROA has approved. If Organization has obtained a certificate and license as required by Section 2.2 above, and has not been notified that the Licensed Product is no longer certified by the ROA, ROA agrees that Organization can rely on representations from

Licensed Suppliers that ROA has approved product labels and other use of the Regenerative Organic Certified® Marks on the Licensed Products and that reliance on such representations will not be a breach of this Agreement.

The parties understand that Organization’s license for use of the Regenerative Organic Certified® Marks (other than on Licensed Product) will be limited to Marketing Materials. Except as limited below, at least thirty (30) days before printing, displaying or otherwise publishing any Marketing Materials, Organization shall provide to ROA any current drafts of any potential Marketing Materials or other business materials being prepared by or for Organization bearing the Regenerative Organic Certified® Marks for ROA’s review and approval; provided however, that Organization shall not be required to provide ROA with an opportunity to review and approve Marketing Materials which simply portray pictures of Licensed Products bearing product packaging that ROA already has approved which contain the Regenerative Organic Certified® Marks without any other text, copy, or graphics that promote or otherwise describe the Products. If such approval is reasonably withheld by ROA, ROA shall make that known to Organization within ten (10) business days of receiving the drafts from Organization, and Organization shall make any and all reasonable changes or revisions to such materials requested by ROA before printing, displaying or otherwise publishing any such drafts.

2) Seal Distribution

Authorized licensees can download the seal graphic files from regenorganic.org/resources.

The failure of either party to enforce any of the provisions of the Governing Documents shall in no way be considered a waiver of such provisions or in any way affect the validity of the Governing Documents.

SIGNED, EXECUTED AND AGREED BY THE PARTIES:

Private Label Retailer Legal Organization Name: _____

Name/Title:

Date:

Signature:

Regenerative Organic Alliance

Name/Title:

Date:

Signature: