

TRADEMARK USE AGREEMENT

BY CLICKING “I AGREE”, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY OF THE TRADEMARKS OF ASSOCIATION EXCELLENCE NB ASSOCIATION INC. LISTED IN SCHEDULE A HERETO OR OTHERWISE MADE AVAILABLE ON THIS WEBSITE OR THROUGH ANY OTHER SOURCE.

This Agreement now made between **ASSOCIATION EXCELLENCE NB ASSOCIATION INC.**, a body corporate existing under the laws of the Province of New Brunswick, having a registered office located at 735 Main Street, Suite 401, Moncton, New Brunswick (the “Owner”), and **YOU**, and any person, company or other legal entity you represent (the “User”).

WHEREAS:

- A. The Owner is the registered owner of those trademarks listed in **Schedule A** hereto (the “Marks”);
- B. It is the desire of the Owner to promote public awareness of New-Brunswick based goods, services and businesses through promotional campaigns related thereto, and to permit use of the Marks by such users in such a manner as may correspond to that purpose;
- C. It is the desire of the User to be permitted by the Owner to use the Marks for the purpose set out above, in relation to the User’s goods, services and/or business, and it is the desire of the Owner to permit the User to use the Marks, subject to the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual representations, warranties, covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

ARTICLE 1 TRADEMARK USE TERMS

- 1. Grant of Licence. The Owner hereby grants to the User on the terms contained herein a non-exclusive, royalty-free licence (the “Licence”) to use the Marks throughout Canada (the “Territory”) in association with such goods, services and/or businesses as may be approved by the Owner from time to time in its discretion (the “Approved Uses”). The User agrees to use the Marks only in accordance with the terms and conditions set out in this Agreement. The Owner may itself use the Marks and may also grant licences to other

persons to use the Marks. **Schedule A** may be amended to add or delete Marks from time to time, in the discretion of the Owner.

2. Permitted and Prohibited Uses. The User will use the Marks only while the Licence is in effect, only in the Territory, and only in association with the Approved Uses. The User will use the Marks only in compliance with all applicable laws and regulations. The User will use the Marks only in accordance with such policies, specifications, directions and standards as may be stipulated by the Owner from time to time in its discretion, including but not limited to any use requirements outlined in the Owner's Logo Standards Guide, as may be amended from time to time and made available on the Owner's website. The User will not, directly or indirectly, use the Marks in any other way and without limiting the foregoing, the User will not use the Marks as part of any composite trademark that is in close proximity to any trademark(s) held by the User or any third party. The User will not use the Marks in any corporate, business or domain name.

3. Inspection and Approval. To assist the Owner to verify and enforce the User's obligations under this Agreement and to inspect the Approved Uses, or the goods, services and/or businesses sought to be approved as Approved Uses, upon no less than thirty (30) days' request by the Owner, the User will furnish to the Owner:
 - (a) digital samples of any products, packaging, signage, or marketing or other materials prepared by, for or with the permission of the User that bears or refers to or is proposed to bear or refer to any of the Marks; and
 - (b) all information reasonably required to verify compliance with the terms of this Agreement, including the Logo Standards Guide.
 - (c) all information reasonably required to verify that the User meets the Owner's internal qualifications requirements for use of the Marks, determined in the discretion of the Owner on an ongoing basis.

4. Licensing Fees. The Owner may, from time to time in its discretion, charge fees to recover the costs of licensing the Marks for use by the User and other users (the "Licensing Fees"). Upon receipt of any notice or invoice for Licensing Fees, and for a period of thirty (30) days thereafter, the User may terminate this Agreement in accordance with section 1.5 hereof and the User shall incur no obligation to pay any Licensing Fees hereunder.

5. Termination. The Licence will commence immediately and shall continue until terminated in accordance with the provisions of this section. This Agreement (and the License granted hereunder) may be terminated immediately by either party in their discretion for any reason whatsoever upon providing notice of termination to the other party. Upon termination or expiration of this Agreement for any reason, the User shall:
 - (a) cease all use of the Marks;

- (b) destroy all materials bearing or referring to any or all of the Marks; and
- (c) cancel all orders for materials bearing any or all of the Marks, including without limitation, all advertising using or referring to any of the Marks.

ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

1. Preservation of the Owner's Interest. The User acknowledges the validity of the Marks, and the Owner's ownership of the Marks and the goodwill pertaining thereto, and agrees that the benefit of and goodwill associated with use of any of the Marks by the User will enure entirely for the benefit of the Owner. Should any right, title or interest in or to the Marks or any part thereof or any copyright or trademark related thereto become vested in the User, the User will hold the same in trust for the Owner and will, at the request of the Owner forthwith unconditionally assign any such right, title or interest to the Owner. All rights in and to any new version, translation or arrangement of the Marks, or other change in the Marks created by the User, with the Owner's prior written consent or otherwise, will be and will remain the exclusive property of the Owner, and the provisions of this Agreement will apply to the same. The User will cooperate with the Owner for the purpose of protecting, preserving and enhancing the Marks and the Owner's interest in them and in furtherance of such obligations, the User will promptly execute and deliver to the Owner all documents and instruments that the Owner, acting reasonably, determines are necessary or prudent from time to time. Without the express written consent of the Owner, the User will not itself and will not assist, permit, or encourage any third party to:
 - (a) attack or challenge the validity, ownership or enforceability of any of the Marks, any registrations for any of the Marks, or the Owner's rights relating to any of the Marks or in any such registrations;
 - (b) claim, use, or apply to register, record or file any trademark, trade name, business name, corporate name, domain name, social media user name, email address, metatag, Adwords or similar search term, copyright, or design that is identical with, confusingly similar to, clearly derived from, based on or that includes any of the Marks; or
 - (c) use any of the Marks in a manner which is likely to depreciate or cause material harm to the Owner's reputation or the goodwill attached to any of the Marks.

2. Contractual Rights Only. The User acknowledges and agrees that the rights and Licence granted to the User pursuant to this Agreement are of a contractual nature only, and no property or other rights in or to any of the Marks are granted to the User by virtue of this Agreement.

ARTICLE 3
THIRD PARTIES AND INDEMNITIES

1. Infringement. If, during the term of this Agreement the User becomes aware of use by any other party (other than affiliates or Users of the Owner) in the Territory of a trade name, trademark, domain name, email address, metatag, Adwords or similar search term, get up of goods, or mode of advertising that might reasonably amount to infringement of any of the Marks or to unfair competition or passing off in respect of any of the Marks, then, the User will promptly report particulars of such usage to the Owner and provide relevant material if available.
2. Claims by Others. If the User becomes aware that any person alleges that any of the Marks or any registration for any of the Marks in Canada or elsewhere is invalid, infringes the rights of any person, or is open to any other form of attack, then, the User will not make any admissions in respect of such allegation and will promptly report particulars of the matter to the Owner and provide all relevant materials if available.
3. Conduct of Proceedings. The Owner will have sole conduct of all legal proceedings and negotiations in respect of any actual, proposed or threatened legal proceedings relating to any of the Marks unless the User is actually sued by any third party for using any of the Marks, and in any such event the User will be entitled to institute proceedings in the Territory in respect of its own interests and at its own expense, and will give the Owner prior written notice of any such proceedings and will deliver to the Owner immediately upon creation or receipt, as applicable, copies of all pleadings and documents filed in such proceedings. The Owner will have the right to intervene at its own expense in any proceeding conducted or defended by the User involving any of the Marks.
4. Cooperation. The parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to any of the Marks and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the party requesting such data, information and material.
5. Indemnity for Liability. The User will indemnify and save the Owner and the Owner's directors, officers, shareholders, employees and agents (collectively, "Owner's Personnel") harmless from and against any actual or threatened claims, actions or proceedings arising out of the exercise by the User of its rights under this Agreement and the User's use of any of the Marks. The foregoing indemnification does not apply insofar as any particular matter concerns whether or not the Owner had the right to grant to the User the use of the Marks pursuant to this Agreement. As concerns the foregoing indemnification, the User will defend and save harmless the Owner and/or the Owner's Personnel at no cost and expense to the Owner and/or the Owner's Personnel whatsoever, against any damage, injury, liability, cost, loss or expense whatsoever, including, but not restricted to all reasonable

legal fees and costs as charged by a lawyer to his own client, arising from or with respect to any claim, action or proceeding against the Owner and/or the Owner's Personnel.

ARTICLE 4 GENERAL

1. Assignment and Sublicensing. Except as expressly provided in this Section, the User will have no right to assign, transfer, grant or create any interest in any of the Marks or their use to any person and will have no right to sub-licence any of its obligations hereunder, without first obtaining the express written consent of the Owner, which consent may be withheld, delayed or conditioned without reason. Regardless of whether consent is given on any particular occasion, consent must also be obtained for any subsequent occasion. The Owner may assign its rights and duties hereunder, in whole or in part.
2. DISCLAIMER AND RELEASE. THE OWNER MAKES NO REPRESENTATION OR WARRANTY TO THE USER REGARDING ANY OF THE MARKS OR THEIR VALIDITY IN ANY COUNTRY, AND IN PARTICULAR, WITHOUT LIMITATION, THE OWNER MAKES NO REPRESENTATION OR WARRANTY REGARDING OWNERSHIP OF ANY OF THE MARKS OR THAT ANY OF THE MARKS DO NOT INFRINGE THE RIGHTS OF THIRD PARTIES. THE USER HEREBY WAIVES AND RELEASES ANY RIGHT OR CLAIM IT MIGHT OTHERWISE HAVE AGAINST THE OWNER IN CONNECTION WITH ANY OR ALL OF THE MARKS EXCEPT FOR THOSE RELATING TO ITS EXPRESS RIGHTS UNDER THIS AGREEMENT.
3. Injunctive Relief Available. The User agrees that in the event of a breach by the User of any provision of this Agreement, monetary damages may not be an adequate remedy and that in such circumstances the Owner will be entitled to injunctive or other affirmative relief, or both, without such constituting an election of remedies or disentitling Owner to each and every remedy available at law and/or in equity for a breach of this Agreement.
4. Time of Essence. Time is of the essence of this Agreement and no extension of time will constitute a waiver of this provision.
5. Waiver. If the Owner waives a particular default, wrongful act or omission of the User, such waiver will not affect or impair the rights of the Owner in respect of any other default, wrongful act, or omission of the User. If the Owner delays or fails to exercise any rights in connection with any default, wrongful act or omission of the User, such delay or failure will not affect or impair the rights of the Owner in respect of any subsequent occurrence of that event or any other default, wrongful act, or omission of the User.
6. Survival. The provisions of sections 1.5, 2.1, 3.3, 3.4, 3.5, 4.2, 4.3, 4.9, 4.10 and 4.11 hereof and all other sections necessary for the interpretation or enforcement thereof will survive the termination or expiration of this Agreement.

7. Notice. Any notice, demand, direction or other communication required or permitted to be given under this Agreement must be in writing and will be sufficiently given if delivered or telecopied as follows:

Notices to the Owner shall be addressed as follows:

Association Excellence NB Association Inc.
Suite 401, 735 Main Street
Moncton, New Brunswick
Email: info@fortheloveofnewbrunswick.ca

Notices to the User shall be addressed to the mailing address and/or email address provided by the User concurrently with this Agreement. Any notice, direction or other communication given in accordance with this section will be deemed to have been given and received on the day of delivery, if delivered, or on the day of successful, machine confirmed transmission if sent by telecopier. Each party to this Agreement may change its address or telecopier number for notice by giving notice to the other party to this Agreement in the manner provided in this section.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions of the parties and there are no conditions, representations, warranties, covenants, agreements or other provisions, express or implied, collateral, statutory or otherwise, relating to such subject matter except as provided in this Agreement.
9. Amendments, Binding Effect and Severability. Unless otherwise expressly permitted by this Agreement, no amendment of this Agreement will be valid or binding unless set out in writing by the Owner and communicated to the User pursuant to section 4.7. If the User does not accept any amendment so communicated, this Agreement (and the License granted hereunder) shall immediately terminate pursuant to section 1.5. This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns, as applicable. If any provision of this Agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable such provision or part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted.
10. Governing Law and Attornment. This Agreement will be governed by and interpreted in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein. The parties hereby submit to the non-exclusive jurisdiction of the Courts of New Brunswick and the Federal Court of Canada and all legal proceedings

arising out of or in connection with this Agreement may be brought before the Courts of New Brunswick or the Federal Court of Canada.

11. Further Assurances. The parties will, from time to time, promptly do such acts and execute and deliver to each other such further deeds, documents, instruments and assurances as may be necessary or required to give effect to the purpose and intent of this Agreement.
12. Digital Execution. This Agreement shall be accepted by the User upon clicking “I Agree”. This Agreement shall be accepted by the Owner upon the Owner communicating such acceptance to the User pursuant to section 4.7.

SCHEDULE A

MARKS

CANADA

Trademark	CIPO File Number	Filing Date	Registration Date
For the love of New Brunswick	1884096	February 20, 2018	Pending
Pour l'amour du Nouveau-Brunswick	1884107	February 20, 2018	Pending
NB Love & Design	1884109	February 20, 2018	Pending
NB Love (ENG slogan) & Design	1884112	February 20, 2018	Pending
NB Love (FR slogan) & Design	1884114	February 20, 2018	Pending