

## TERMS AND CONDITIONS FOR USE OF VBP+ LOGO

**The Beef Cattle Operation is not authorized to use the VBP+ logo unless it is in strict compliance with these Terms and Conditions and the Application for Certification and Audit Agreement and further confirms its understanding that it cannot use the Logos in any manner whatsoever before it is a Certified Operation.**

Once a Certificate has been issued to a Beef Cattle Operation, and until the Certificate has been suspended, withdrawn or in any other manner revoked by VBP+ the Beef Cattle Operation shall be granted a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to use the VBP+ logo for the sole purpose of identifying the Beef Cattle Operation's successful completion and maintenance of the VBP+ program by placing the logo in combination with the Beef Cattle Operation's logo and/or name on:

1. merchandise for the sole purpose of giving the merchandise to employees and customers of the Beef Cattle Operation; and
2. documents such as letterhead, brochures, business cards, invoices, bills of sale, signs, advertising, sales catalogues, posters, website pages and other electronic and printed documents used by the Beef Cattle Operation in connection with the normal course of business of their beef cattle operation.

The Beef Cattle Operation shall not use the VBP+ logo in any manner beyond the scope of identifying that it maintains the VBP+ program requirements. The Beef Cattle Operation shall only use the Logo in accordance with any Logo Use Guidelines as may be provided to it from time to time.

The licence granted to the Beef Cattle Operation to use the Logo shall terminate immediately upon the occurrence of the following:

- a) the Certificate is suspended or withdrawn;
- b) the Beef Cattle Operation in any way ceases to be a Certified Operation according to VBP+ in its sole and unfettered discretion; or
- c) VBP+ determines, in its sole and unfettered discretion, that the Beef Cattle Operation has used, or intends to use, the logo in a manner that is beyond the scope of this Agreement.

The Beef Cattle Operation hereby acknowledges that monetary damages may not provide a remedy in the event of the Beef Cattle Operation's breach of this Agreement. Therefore, in addition to any other rights of VBP+, the Beef Cattle Operation grants to VBP+ the right to enforce this Agreement by means of injunction, both mandatory (specific performance) and preventative, without the necessity of obtaining any form of bond or undertaking whatsoever, and waives any claim or defence that damages may be adequate or that may otherwise preclude injunctive relief.

The Beef Cattle Operation agrees to indemnify and hold harmless VBP+ and related organizations for any damages and costs (including legal costs on a solicitor and own client, full indemnity basis) arising from the Beef Cattle Operation's improper use of the logo.