

## Certification Mark License Agreement

This License Agreement (“**Agreement**”) is entered into effective as of its full execution by the parties on (“**Effective Date**”) by and between the Vegan Awareness Foundation, DBA Vegan Action (“**Vegan Action**”), a California nonprofit corporation, and the Company identified on the signature page of this Agreement (“**Licensee**”).

### BACKGROUND

Vegan Action owns the “Certified Vegan Logo” design mark shown on **Exhibit A** and defined herein as the “Mark” or “Certification Mark,” which it licenses as a certification mark to licensees to identify products that Vegan Action has certified for conformance under the applicable Vegan Action standards. Licensee wishes to obtain a license to use the Certification Mark and Vegan Action is willing to grant the license for use of the Certification Mark on products identified on **Exhibit C**, subject to the terms and conditions herein and Product Standards and Application Criteria Process set forth in the Manual (“Manual”) listed and attached in **Exhibit B** and Guidelines for Use of the Certified Vegan Mark in Print in **Exhibit D**. The parties understand that the Vegan Action Certification Mark shall not be used on any product without written permission from Vegan Action.

### AGREEMENT

1. **Definitions.** For purposes of this Agreement:

“**Certification**” consists of an application process in which Licensee submits its product(s) for review per Vegan Action’s designated certification guidelines, the process by which Vegan Action confirms that the product meets the certification requirements, and the administrative process by which Vegan Action authorizes Licensee for the certification. For purposes of this Agreement, “Certification” has occurred only after Licensee’s product has successfully passed the certification process, as confirmed to it by Vegan Action or its designee in a final formal certification authorization in writing to Licensee in accordance with Vegan Action’s standard administrative practices.

“**Standards**” means the requirements Vegan Action sets forth to which Licensee must conform in order to use the Certification Mark. Standards include but are not limited to the following and any other requirements or standards listed in the Manual which are defined herein. Licensee agrees it has read and understands the contents of the Manual.

“**Animal Testing**” is defined by Vegan Action as the use of animals – any animal in the animal kingdom - (live or deceased) for any type of research purposes whatsoever to include feed or nutrition trials, toxicity testing, or animal tests or trials "as required by law" including third-party testing or being tested by another company or independent contractor.

**“Manufacturing Processes”** for our purposes, manufacturing exclusively includes processing the actual product, not packaging materials, or materials/ingredients used in or on the machinery.

**“Certified Product”** means a product for which the Licensee has submitted an application to Vegan Action, implemented Vegan Action Standards, and certification of the product has been confirmed by Vegan Action or its designee in a final formal written certification authorization in writing to Licensee in accordance with Vegan Action’s standard administrative practices. Each Certified Vegan product shall be listed on **Exhibit C**.

**“Certification Mark”** means the mark identified on **Exhibit A** hereto and each variation thereof for which Vegan Action provides written authorization for use to its Certification Mark licensees.

**“Effective Date”** shall have the meaning given in the preamble.

**“Manual”** means the “Product Standards and Application Criteria Process Manual,” as described in **Exhibit B**, which may be, as in effect and amended from time to time with written notification from Vegan Action to Licensee.

**Each product must:**

- not contain meat, fish, fowl, animal by-products (including silk or dyes from insects), eggs or egg products, milk or milk products, honey or honey bee products; sugar filtered with bone char; liquids such a beer, wine, fruit juices filtered or clarified with animal products;
- not contain or be sourced from leather, fur, silk, feathers, down, bone, horn, shell, wool, cashmere, shearling, angora, animal skin, suede, or mohair;
- not be processed with animal products or by-products;
- involve no animal testing of ingredients or finished product by supplier, producer, manufacturer or independent party; and
- not contain any known animal-derived GMOs or genes used to manufacture ingredients or finished products.

**Licensee must provide:**

- a detailed list of ingredients for each product;
- an official document indicating the source of each ingredient;
- a signed statement from the Licensee that they do not conduct animal testing of any kind, do not contract out another party for animal

testing, and will not contract with another party for animal testing while under contract to use the Certified Vegan Mark;

- a signed statement from each ingredient manufacturer - for every ingredient- that they do not conduct animal testing of any kind nor do they not contract out another party for animal testing, and do not intend to test the specific ingredient on animals in the future;
- a detailed document regarding machinery cleaning from the manufacturer of the final product if shared machinery is used; and
- identification and documentation of Licensee's parent company (if applicable).

## 2. Certification Mark License.

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof:

(i) **Materials Preparation License.** Vegan Action hereby grants to Licensee a limited right to use the Certification Mark prior to Certification for its internal purposes only in connection with each product that Licensee intends to submit for Certification within a reasonable period of time not to exceed six (6) months. The scope of this license is limited to the preparation of labels, packaging, marketing materials and other materials that Licensee intends to use with the product should it successfully complete Certification. All such materials shall comply with the requirements of the Manual and this Agreement. Licensee may not use or display the Certification Mark publicly on such materials or in connection with the product that it intends to submit for Certification until such time as the product becomes a Certified Product. If Licensee does not obtain Certification for its product for any reason, Licensee shall promptly and within thirty (30) days upon its abandonment of Certification efforts, destroy all materials prepared under this license.

(ii) **Certified Product License.** Upon providing Licensee with written confirmation of a Licensee product being approved as a Certified Product, Vegan Action hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable royalty-free license, with limited right of sublicense solely as provided in Section 2(a)(iii), to use the Certification Mark on or in connection with such Certified Products upon written approval by Vegan Action.

(iii) **Private Label/Co-Packing.** Adding private labels is generally not permitted and is not implicitly included in the Certified Vegan Agreement. Addition of a private label is only permitted with exclusive approval in very exceptional cases. If your company is solicited to produce products for another company's brand, that company must independently submit to the application process under their brand as set forth in the

Manual (Exhibit B) and shall not use the Certification Mark until it is issued formal written notice of certification authorization by Vegan Action.

**(b) Reservation of Rights.** Except for the Limited License rights granted herein, Vegan Action reserves for itself all right, title and interest in, and to the Certification Mark.

**3. License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

**(a) Compliance with Manual and Certification Mark Policies.** Licensee shall comply with all requirements as stated in the Manual and with all applicable Vegan Action policies relating to its Certification Mark usage available on Vegan Action's Web site which can be found at [www.vegan.org](http://www.vegan.org) under "**Certification Mark Policies**" as such policies are in effect from time to time, including Vegan Action's policy governing the use of "Certified Vegan" mark. Changes to the Manual or the Certification Mark Policies shall be posted on the Vegan Action website at [www.vegan.org](http://www.vegan.org) and shall be sent via email to the email address on file for the Licensee. *Licensee shall keep a current email address on file with the administrative offices of Vegan Action and shall review guidelines posted at [www.vegan.org](http://www.vegan.org) on a monthly basis.* Licensee shall immediately make any necessary changes to its practices to remain in compliance with any revisions to the Manual and with the Certification mark Policies. Licensee shall have a period of thirty (30) days to comply with any changes to the requirements in the Manual or Certification Mark Policies from the date of receipt of written notice of such change from Vegan Action. If Licensee cannot or does not comply, Licensee's sole remedy is to terminate this Agreement as provided herein and to discontinue all use of the Certification Mark.

**(b) Certification Requirements.** Licensee shall at all times comply with all requirements of Certification as Vegan Action may communicate to Licensee in connection with the Certification authorization and otherwise.

**(c) Product Name Changes.** Licensee will submit through the online application form to Vegan Action a change to the name of a Certified Product in order to update Exhibit C of the Agreement. Licensee has permission to make the Certified Vegan claim once Vegan Action has provided receipt of the name change submission in writing. Licensee will not adopt a name for the Certified Product that may cause confusion as to the Certification status of any feature or function of the Certified Product.

**(d) Product Modification/Change of Ingredients.** Licensee shall not modify the Certified Product in any manner that results in more than an immaterial change in features, function, or performance, without re-submitting the product through the online application form to Vegan Action for review and approval at Licensee's sole cost and expense in accordance with the requirements and procedures of Vegan Action's Certification Program Manual. The modified/changed product(s) may not bear the Certified Vegan Logo and Licensee may not make the claim of Certified Vegan for these products until written approval from Vegan Action is provided.

(e) **Ingredient Manufacturer Change.** Licensee will submit through the online application form to Vegan Action all changes to the manufacturer of any ingredient of a Certified Product. Licensee must submit the change through the online application form to Vegan Action for review and approval at Licensee's sole cost and expense in accordance with the requirements and procedures of Vegan Action's Certification Program Manual. The Certified Vegan Product(s) may not continue to bear the Certified Vegan Logo and Licensee may not make the claim of Certified Vegan for these products until written approval from Vegan Action is provided.

(f) **New Product Addition.** Licensee shall not make the claim of Certified Vegan for any new products until written approval from Vegan Action is provided. Licensee must submit the product(s) through the online application form to Vegan Action for review and approval at Licensee's sole cost and expense in accordance with the requirements and procedures of Vegan Action's Certification Program Manual. The additional product(s) may not bear the Certified Vegan Logo and Licensee may not make the claim of Certified Vegan for these products until written approval from Vegan Action is provided.

(g) **Transfer of Ownership.** This Agreement does not transfer due to acquisition or sale of the Licensee's company and/or brand and this Agreement becomes immediately terminated within thirty (30) days. The new owner must submit through the online application form to Vegan Action for review and approval in accordance with the requirements and procedures of Vegan Action's Certification Program Manual. If approved, Vegan Action will provide a new and updated Agreement.

(h) **Certain Geographic or Usage Limitations.** In the event Vegan Action determines that use of the Certification Mark in any particular manner or jurisdiction violates any applicable laws or regulations, is contrary to public policy, or may subject Licensee or Vegan Action to any third party claims, legal proceedings, governmental investigations, or proceedings, penalties, or liabilities, Licensee agrees, upon receipt of written notice and request from Vegan Action, to promptly within ten (10) days written notice, cease and desist from all use of the Certification Mark in such particular manner or jurisdiction.

(i) **Control.** Vegan Action shall have absolute determination, and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized, or unauthorized use, manner and degree of application, manner, and extent of registration, maintenance, protection, enforcement, ownership, licensing, use, and termination of the Certification Mark, the Manual, and its process for certifying products and services.

(j) **Specific Use Restrictions.** The licenses granted in Section 2 may be used solely in connection with the Certified Products and are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

(i) Licensee shall not modify, enhance, or change the Certification Mark or combine it with another mark, or use, adopt, or register any marks confusingly similar to the Certification Mark, including specifically any mark with “Certified Vegan” as an element.

(ii) Licensee shall not omit portions or use a partial version of the Certification Mark.

(iii) Licensee shall not use the Certification Mark, or any portion thereof, as a domain name, including, without limitation, as a sub-domain name, or name of Licensee.

(iv) Licensee shall not use the Certification Mark:

- (a) in any manner that is likely to reduce, diminish, or damage the goodwill, value, or reputation associated with the Certification Mark;
- (b) in any manner as would violate the rights of any third party;
- (c) in any manner as would result in a third-party claim or in any governmental investigation, claim, or proceeding alleging unlawful or improper use of the Certification Mark;
- (d) on or in connection with any products or services other than the Certified Products and promotional materials pertaining to the Certified Products;
- (e) on business cards or other marketing materials whereby the public may be misled into believing an entire company is certified or endorsed by Vegan Action; or
- (f) in any manner other than as a certification mark or logo.

**(k) Inspection.** Licensee will, upon Vegan Action’s request, and at no cost to Vegan Action, provide Vegan Action with a reasonable number of samples of the Certified Product within ten (10) business days from receipt of a written request from Vegan Action.

**(l) Nonconforming Products.** If at any time a Certified Product fails in more than an immaterial degree to conform to the standards and specifications that were the basis for the Certification, Licensee will immediately cease all use of the Certification Mark on all undistributed Certified Product units. Licensee will also notify all advertisers, distributors, and retail customers who may have possession of noncompliant Certified Product units or advertising materials bearing the Certification Mark regarding the noncompliance of the Certified Products, if Vegan Action requests that it do so.

**(m) Third-Party Infringement.** Licensee will notify Vegan Action within thirty (30) days if it becomes aware of any infringement of the Certification Mark by an associated third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

**(n) Noncompliance.** Licensee shall promptly, within thirty (30) days and at its sole cost and expense, correct any usage of the Certification Mark that Vegan Action regards as failing to comply with the requirements of this Agreement or the Manual.

**(o) Unauthorized Use of the Certification Mark by Licensee.** Licensee acknowledges that if it engages in any unauthorized use of or reference to the Certification Mark, its right to continue using the Certification Mark and this Agreement may be terminated and that irreparable injury will occur if such unauthorized use continues.

#### **4. License Fees.**

**(a) Annual Fee.** The license granted hereunder is determined by the Licensee's total annual revenue for the previous fiscal year. The annual licensing fee for usage of the Certification Mark by **Living Earth Pty Ltd dba Loving Earth \$2000** annually, however the fee ranges from \$150 to \$3000 and may change annually according to the Licensee's annual revenue changing.

**(b) Due date.** All payments shall be due within thirty (30) days after Licensee's receipt of Vegan Action's invoice.

**(c) Lapsed and expired.** If Licensee fails to respond to renewal solicitations to renew this Agreement on an annual basis and thus becomes expired, Licensee's website listing from the Vegan Action website and list of Certified Vegan products will be removed from Product Database. Licensee must sign a current agreement and submit the annual licensing fee for all unpaid years in order to become current and eligible to renew this Agreement and reestablish website listings.

**5. Vegan Action Ownership of the Certification Mark.** Licensee acknowledges Vegan Action's exclusive right, title, and, interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Certification Mark hereunder will not create in it any right, title, or interest in the Certification Mark other than the limited license rights described and granted herein and that all such use of the Certification Mark and the goodwill generated thereby will inure to the benefit of Vegan Action. Should Vegan Action, in its sole discretion, deem it necessary to record Licensee as a registered Licensee of the Certification Mark in any jurisdiction, it shall do so at Licensee's expense, and Licensee will cooperate with Vegan Action to effect such recordation. Licensee warrants and represents with respect thereto that:

- (a) it will not at any time challenge Vegan Action's right, title, or interest in the Certification Mark or the validity of the Certification Mark or any registration thereof;
- (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of Vegan Action in the Certification Mark;

- (c) it will not represent that it has any ownership in or ownership rights with respect to the Certification Mark; and
- (d) it will not, either during or subsequent to the term of this Agreement, adopt, use, or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark or any of Vegan Action's other marks.

**6. Representations of Licensee.** Licensee represents and warrants that:

- (a) it is duly organized and in good standing under the laws of its jurisdiction of organization;
- (b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement.
- (c) the person executing this Agreement on behalf of Licensee is authorized to do so;
- (d) the Agreement, upon its execution by Licensee (and assuming due execution by Vegan Action) shall be the binding obligation of Licensee, enforceable in accordance with its terms;
- (e) each Certified Product unit that Licensee sells or distributes to the public will substantially conform to the specifications of the Certified Vegan product unit that Licensee submitted for Certification;
- (f) Licensee will comply with all updates to the Manual and the Certification Mark policies within three (3) months from the date of receipt of written notice of such changes; and
- (g) Licensee will not challenge Vegan Action's rights under its Certification program, the Manual, or this Agreement and will not challenge the validity of the Certification Mark or any Vegan Action mark.

**7. No Warranty by Vegan Action.** Vegan Action provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VEGAN ACTION DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES.

**8. Damages.** Vegan Action's services and the rights herein granted are unique in character and value such that the loss thereof could not be reasonably compensable in damages in an action at law. Accordingly, if Licensee shall breach this Agreement, the other party shall be entitled to seek any available relief, equitable relief, including but not limited to injunctive relief.



## **9. Indemnity.**

(a) **Indemnification by Licensee.** Licensee agrees to defend, indemnify and hold Vegan Action and its respective representatives, employees, officers, directors, and agents harmless against all claims, suits, costs, damages, judgments, attorney's fees, settlements, or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing, or sale of the Certified Products, provided such claims are not caused by Vegan Action's negligence, misconduct, or breach of this Agreement.

## **10. Term and Termination.**

(a) **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of one (1) year upon Licensee meeting all Agreement renewal requirements, unless terminated by a party as provided herein. This Agreement will be reviewed for renewal on an annual basis until herein or terminated. This Agreement does not automatically renew.

### **(b) Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing written notice to Vegan Action and by discontinuing all use of the Certification Mark. Termination in this manner shall be effective upon receipt of the notice by Vegan Action or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by Vegan Action.** Vegan Action may terminate this Agreement upon thirty (30) days written notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30) day period. Vegan Action may terminate this Agreement upon thirty (30) days written notice if Licensee fails to renew this annual Agreement which requires (a) payment of the annual licensing fee for use of the Certification Mark, and (b) resigning this Agreement. Vegan Action may terminate this Agreement within thirty (30) days due to failure to follow renewal procedures. Vegan Action may terminate this Agreement for convenience upon not less than thirty (30) days written notice to Licensee if it discontinues its use of the Certification Mark as a certification mark on all of its Certified Products.

(iii) **Consequences of Termination.** Upon termination of this Agreement, the licenses, private labels, and all sub licenses granted hereunder shall immediately terminate. Licensee will immediately cease printing the Certification Mark for labels and packaging and will promptly terminate use of the Certification Mark within thirty (30) days. Licensee will immediately discontinue all use of the Certification Mark and shall immediately cause each sublicensee of the Certification Mark to discontinue its use. In the event the license is terminated (except for cases where Licensee does not comply), products that have already been manufactured bearing the Certified Vegan Mark may be covered for up to ninety (90) days.

**11. Compliance with Laws.** Licensee will at all times comply with all applicable laws, regulations, ordinances, rules, and orders that are applicable to it in connection with its manufacture and sale of the Certified Product and the operation of its business generally.

**12. Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in Virginia and further agree that any cause of action arising under this Agreement shall be brought in a court in the City of Richmond, Virginia.

(b) **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** Vegan Action may give notice to Licensee by personal delivery, mail, courier, facsimile, email, or other electronic transmission to Licensee's physical address as identified in the signature page of this Agreement. Licensee may give notice to Vegan Action by personal delivery, mail, courier, or facsimile, email, or other electronic transmission to Vegan Action's physical address as identified on the signature page in this Agreement. Notice shall be deemed given: upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, return receipt requested first-class mail, five (5) days after the date of mailing. Notices by facsimile, email, or other electronic transmission shall be deemed given by the end of the business day on which they are sent, provided that a confirmation copy is also sent no later than the next business day by postage paid, return receipt requested first-class mail.

(e) **Permission to Post.** Vegan Action may post Licensee's company name and/or brand name and feature Licensee's approved Certified Vegan Products on Vegan Action social media promotional sites such as Facebook and Instagram as well as in Vegan Action newsletters. Vegan Action may post Licensee's company name and/or brand name on the Vegan Action website page "Companies Approved with Certified Vegan Products" ([www.vegan.org](http://www.vegan.org)) in addition to including the approved Certified Vegan product list in the searchable product database for consumers also found on [www.vegan.org](http://www.vegan.org). Licensee may opt out of any of these by written or email request to Vegan Action.

(f) **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this

Agreement. Only a writing executed by both parties that expressly states that it is changing the provisions of this Agreement may change this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**(g) Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Vegan Action and any attempt to do so is void.

**(h) Counterparts.** This Agreement may be executed in multiple counterparts and transmitted by facsimile or by electronic mail in "portable document format" (**PDF**) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a party's signature. Each such counterpart and facsimile or PDF signature shall constitute an original and all of which together shall constitute one and the same original.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

**FOR THE RENEWAL PERIOD OF NOVEMBER 2021 TO NOVEMBER 2022.**

**Licensee:**

LIVING EARTH PTY LTD

(Business Name)

35 JELLICO DRIVE, SCORESBY VIC 3179

(Business Address)

Emil Kroell

(Signature)

**I have the authority to bind the company in this Agreement.**

EMIL KROELL, PRODUCT DEV. MANAGER

(Print Name and Position)

30 NOV 2021

(Date)

**Vegan Awareness Foundation DBA Vegan Action:**

P.O. Box 7313 Richmond, VA 23221

Krissi Vandenberg

(Signature)

**I have the authority to bind the company in this Agreement.**

Krissi Vandenberg, Executive Director

(Printed Name and Company Position)

11/29/2021

(Date)

Exhibit A

Certification Mark



“Certified Vegan”

## **Exhibit B**

### **Product Standards and Application Criteria Process Manual Protocol for Certifying Products as Vegan**

1. Vegan Action will review the application and ensure that all information is complete and submitted, application is signed, and application fee has been paid.
2. Vegan Action will review to ensure that all accompanying paperwork is included and meets our criteria:
  - a. A list of each product and ingredients;
  - b. Spec sheets or ingredient information sheets from manufacturer for every ingredient;
  - c. A statement whether shared machinery is used. If so, a statement of cleaning procedures must be provided from manufacturer of final product to show prevention of cross-contamination of non-vegan ingredients (often called Standards of Operating Procedures or Quality Control Procedures);
  - d. A signed letter that the applicant does not conduct animal testing nor do they contract out animal testing for any of their products being submitted;
  - e. A signed letter for each ingredient from the manufacturer/distributor that it has not been tested on animals since the year 2000;
  - f. A statement disclosing any GMO that may have been involved in the production of any products submitted for Vegan Certification (animal GMOs are not permitted);
  - g. If a sweetener is an ingredient, documentation from the manufacturer showing it has not been filtered with bone char, clarified with animal by-products, or defoamed with animal by-products must be provided;
  - h. If applying for or are included as an ingredient, any beer, wine, vinegar, or fruit juice, requires a statement showing that no animal by-products were used as a clarifying agent.
3. Vegan Action reviews ingredient documentation to ensure that they are not animal derived and meet our requirements. If any ingredients are questionable, Vegan Action will contact applicant to request additional documentation to show it is not animal derived (it may be plant, fungal, bacterial, mineral or synthetically derived).
4. Vegan Action does not require a sample of the product at the time of submission but reserves the right to request a sample from the Licensee for auditing purposes.
5. Once Vegan Action has determined that all documents are acceptable for Vegan Certification, Vegan Action will send a Licensing Agreement to the applicant with a list of the products approved for use of the Certification Mark (see **Exhibit C**) and an invoice for the remainder of the licensing fee.
6. Upon receiving the signed Agreement and licensing fee payment, Vegan Action will provide a signed copy of the Agreement, the digital Marks, a copy of the Guidelines for Use of the Certification Mark in Print (**Exhibit D**), and a Certification of Acknowledgement for approval for one year.
7. Licensee may add additional products, make product changes, or document updates to their list of approved products approved for use of the Certification Mark by submitting documents as listed above through the online submission form for a nominal processing fee. Vegan Action will review all paperwork and if the new products are approved, they will be added to an amended **Exhibit C**.

## Exhibit C

### November 19, 2021 List of Licensee's Approved Products for use of the Certification Mark

Loving Earth - 72% Dark Chocolate (70g) - USA  
Loving Earth - Creamy Coconut Mylk Chocolate (70g) - USA  
Loving Earth - Crunchy Mint Dark Chocolate Truffle (70g) - USA  
Loving Earth - Lemon Cheesecake Caramel Chocolate (70g) - USA  
Loving Earth - Raspberry Chocolate Mylk Chocolate (70g) - USA  
Loving Earth - Salted Caramel Chocolate (70g) - USA  
Loving Earth - Turkish Delight Chocolate (70g) - USA  
Loving Earth - Cashew Mylk Chocolate (70g) - USA

### March 28, 2022 List of Approved Product Additions for use of the Certification Mark

Loving Earth- Cashew Mylk Chocolate (30g & 80g)- AU  
Loving Earth- 72% Dark Chocolate (30g & 80g)- AU  
Loving Earth- Creamy Coconut Mylk Chocolate (30g & 80g)- AU  
Loving Earth- Crunchy Mint Dark Chocolate Truffle (80g)- AU  
Loving Earth- Salted Caramel Chocolate (30g & 80g)- AU  
Loving Earth- 85% Dark Chocolate (80g)- AU  
Loving Earth- Hazelnut Mylk Chocolate (30g & 80g)- AU  
Loving Earth- Mint Dark Chocolate (30g)- AU  
Loving Earth- Almonds in Mylk & Salted Caramel Choc (100g)- AU

### August 1, 2022 List of Approved Product Additions for use of the Certification Mark

Loving Earth- Double Hazey Chocolate (45g)- AU  
Loving Earth- Cream 'N Cookies (45g)- AU  
Loving Earth- Dirty Rose Chocolate (45g)- AU  
Loving Earth- Caramel Chocolate (80g)- AU  
Loving Earth- White Chocolate (30g & 80g)- AU  
Loving Earth- Dark Drinking Chocolate (250g & 1kg)- AU  
Loving Earth- Creamy Drinking Chocolate (250g & 1kg)- AU

### August 30, 2022 List of Approved Product Additions for use of the Certification Mark

Loving Earth- Caramel Swayzee Chocolate 45g- AU

## Exhibit D

### **Guidelines for Use of the Certification Mark in Print**

Companies with a signed Agreement and permission to use the **Certification Mark**

#### **General Guidelines and Restrictions:**

- The Mark may not be displayed to represent a company or website, it may only represent the individual products that have been approved for use of the Mark. Companies using the Mark pursuant to these guidelines must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.
- The Mark may not be displayed on business cards or other marketing materials whereby the public may be misled into believing an entire company is certified or endorsed by Vegan Action.
- The Mark may not be displayed on websites or marketing materials whereby the public may be misled into believing the company is a certifying body for the Certified Vegan Logo.
- The Mark may not be imitated or used as a design feature in any manner.
- The Mark may not be used in a manner that would disparage Vegan Action or our programs.
- Neither the Mark nor the Vegan Action name may be used by any other company name, product name, service name, domain name, website title, publication title, or the like without written permission. Use only the approved graphics provided by Vegan Action:
- The Mark must be used as provided by Vegan Action with no changes, including but not limited to proportion, or design, or removal of any words or artwork. The Mark may not be animated, morphed, or otherwise distorted in perspective or appearance.
- The symbol may not be separated from the logotype. The words “Certified Vegan” and “vegan.org” must be included in the Mark and may not be removed.
- The Mark is not accompanied by the registered trademark symbol (®) although it is a registered trademark.

#### **Mark Placement:**

- The Mark may be printed on packaging of approved products, advertisements, and websites as long as it is clear that the business is not being promoted by Vegan Action nor that all of the business’ products are Certified Vegan (unless indeed all products produced by said company are Certified Vegan). Only the Approved Products can be indicated as Certified Vegan.
- The Mark may be placed anywhere on the product packaging. There are no specific guidelines for Mark location on individual packaging.

#### **Mark Size:**

- The Mark may be sized as needed on the product packaging. There are no specific guidelines for Mark size on individual packaging or websites.

#### **Mark Color:**

- The Mark may be colored as needed on the product packaging as long as the symbol and words/logotype are visible. There are no specific guidelines for Mark color on individual packaging or websites.