

Bee Friendly Farming®

Logo Use Agreement for Australia

This Logo Use Agreement (the “Agreement”) is made by and between The When Bee Foundation Limited ABN 84 139 073 082, an Australian not-for-profit organisation, located at 96 Harbours Rd Yendon, Vic 3352, licenced agent for the Pollinator Partnership, a California non-profit organisation, located at 475 Sansome Street, 17th Floor, San Francisco, California 94111 USA (registered owner of the BFF logo) and the Licensee, as of the latest date of electronic signature by the Licensee (the “Effective Date”). The parties agree as follows:

Licence

Subject to Licensee’s compliance with the terms and conditions herein, BFF grants to Licensee a nonexclusive, personal, and nontransferable (with no right to sublicense) licence, during the term of this Agreement, to use the BFF Trademarks in connection with the licensee’s farm/organisation under the conditions described for their BFF Category (CERTIFIED or PARTNER). Licensee shall not use, register, or attempt to register any company name, product name, domain name, user name, email address, or URL incorporating any BFF Trademark or any word or combination of letters similar to any BFF Trademark.

Use of BFF Certified Trademarks

Logo use shall be determined by the application approval of the Licensee by BFF in the proper Category through the BFF Certification Process and shall use the following trademark policies. All of the BFF Certified Standards must be met and maintained prior to approval of any logo use. Logo use must be approved by the BFF Team and follow the style guide in Appendix A.

Term

Except as otherwise provided herein, this Agreement will remain in full force and effect from the Effective Date for as long as the licensee maintains their BFF membership. **Proprietary Rights** The BFF Trademarks and logos are protected by copyright, trademark, and/or other intellectual property laws and are owned exclusively by BFF (and/or its licensors and co-authors, if any). Nothing in this Agreement will be construed or interpreted as granting to Licensee any rights of ownership or any other proprietary rights in or to the BFF Trademarks. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO BFF.

General

Licensee may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of BFF. BFF’s rights and duties under this Agreement are freely assignable. The parties have read this Agreement, including Appendix A: Logo Style Guide, which is incorporated herein by reference, and agree to be bound by its terms. This Agreement will be governed in all respects by the law and statutes of the State of California without regard to its conflicts of laws principles. The exclusive jurisdiction and venue of any action under this Agreement will be in the state and federal courts of San Francisco County, California. Licensee hereby accepts the personal jurisdiction of such courts. Nothing in this Agreement will be construed to create a partnership or an employer-employee relationship for any reason whatsoever. Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party will have the right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

Appendix A: BFF Logo Style Guide

BFF CERTIFIED

“CERTIFIED” must appear in relation to any logo use or mention of Bee Friendly Farming program involvement. The following are examples of use for the BFF Certified logo for packaging, promotional material, website mentions, etc. As explained in the BFF Logo Use Agreement, each use must be approved by the BFF Team.



“This land is a **CERTIFIED Bee Friendly Farm**® by When Bee Foundation”

CERTIFIED BFF PARTNER

“PARTNER” must appear in relation to any logo use or mention of Bee Friendly Farming program involvement. The following are examples of use for the BFF Partner logo for packaging, promotional material, website mentions, etc. As explained in the BFF Logo Use Agreement, each use must be approved by the BFF Team.



“We are a proud **PARTNER of Bee Friendly Farming**®”