

NON-EXCLUSIVE LICENSE AGREEMENT

World Beer Cup® Competition

AGREEMENT made on the date specified by and between BREWERS ASSOCIATION, a Colorado corporation, with offices located in Boulder, Colorado USA (hereinafter "Licensor") and the designated Licensee.

WHEREAS, Licensor sponsors tasting panels (hereinafter referred to as the "Panels") to judge and evaluate malt beverage products, including products entered by Licensee, and award prizes, known as the World Beer Cup® awards; and

WHEREAS, Licensor, as owner of all right, title and interest in and to the registered trade mark, World Beer Cup®, and associated names, logos and graphics ("Licensed Marks") desires to grant non-exclusive licenses to winners of the World Beer Cup® awards for use in the advertising, marketing and sales of winning malt beverage products (the "Product(s)").

NOW, THEREFORE, in consideration of the performance of the terms and conditions hereafter set forth, Licensor and Licensee do hereby covenant and agree as follows:

1. **EFFECTIVE DATE.** This License Agreement (the "Agreement") is entered into and executed as a part of Licensee's registration and shall be effective upon notification that an entry has won one or more World Beer Cup® awards; or, when third party agents enter on behalf of one or more brewing companies, upon Licensor's receipt of a Limited Agency Appointment.

2. **GRANT OF NON-EXCLUSIVE LICENSE.** Subject to Licensee's compliance with this Agreement, Licensor grants to Licensee a non-transferable, non-signable, non-sublicensable and non-exclusive world-wide license to use the Licensed Marks solely on and in association with Licensee's advertising, promotion, and sale of the Product(s) on labels, packaging and print and electronic media. This grant of license does not include any rights to utilize the Licensed Marks in other merchandising activities, such as on clothing, novelties, etc.

3. **TERM OF LICENSE.** The initial term shall be for two (2) years, and shall be automatically extended for successive one (1) year renewal terms, unless terminated by Licensor at the end of any term upon thirty (30) days advance written notice, or termination as provided herein. If Licensee wins additional World Beer Cup® awards during a renewal term, then the winning malt beverage products shall automatically be deemed to be included in the term "Product(s)."

4. **COMPLIANCE WITH POST EVENT PUBLICITY RULES.** Licensee agrees to comply with the Post Event Publicity Rules issued by the Rules Committee of Licensor, a copy of which is included in the registration materials and incorporated herein by reference, and with any changes or modifications thereto; provided that any changes or modifications shall not be binding and enforceable against Licensee until ten (10) months after Licensee receives a copy of the same.

5. **PRIOR APPROVAL BY LICENSOR.** All advertising and promotional material, labels, packaging, etc., in any form or media, which will be used by Licensee referring to and/or utilizing, directly or indirectly, the Licensed Marks, shall be submitted by Licensee to Licensor in writing for Licensor's written approval prior to any release or use. Licensor shall be entitled to approve, disapprove, or require a modification of any submission within its sole discretion. The first five submissions by Licensee (per award winning brand) shall be at no charge. In the event Licensee shall make more than five (5) submissions per calendar year, then the sixth and each subsequent submission shall include an administrative fee payment of \$200.00 (Two hundred US dollars). If an approval or response is not received by Licensee within twenty-one (21) business days after Licensor's receipt of such request, such right of approval shall be deemed waived and such material shall be considered approved for so long as this Agreement is in full force and effect. Once approvals have been obtained, a submission for approval of future or repeated use is not required, unless the materials are modified or changed, or unless changes are required pursuant to the Post Event Publicity Rules. Licensee agrees to furnish random samples of its advertising and promotional materials, labels, packaging and the like, to Licensor twice a year to ensure quality control.

6. **USE BY LICENSEE.** Whenever Licensee directly or indirectly uses the Licensed Marks in any form or media, Licensee shall indicate the ownership of Licensor in the manner specified by Licensor. Licensee agrees that Licensor owns the exclusive right, title and interest in and to the Licensed Marks, including acquired secondary meaning, agrees that it will not represent in any manner that it has any ownership in the Licensed Marks, and acknowledges that all uses and resulting goodwill, including any additional goodwill that may develop because of Licensee's use of the Licensed Marks, shall inure to the benefit of Licensor. Licensee has no right to modify or change the Licensed Marks without the prior written consent of Licensor. Licensee covenants and warrants that the use of the Licensed Marks will comply with all applicable laws, rules and regulations.

7. **TERMINATION WITHOUT NOTICE.** If Licensee makes an assignment of assets or business for the benefit of creditors, if a trustee or a receiver is appointed to administer or conduct its business or affairs, or if it is adjudged as bankrupt, then all rights granted herein shall cease and terminate without prior notice or legal action. This Agreement shall terminate without prior notice or legal action if Licensee assigns or sublicenses this Agreement without the express consent of Licensor, or if Licensee's use of the Licensed Marks materially impairs the reputation and goodwill of Licensor, as solely determined by Licensor.

8. **TERMINATION WITH NOTICE.** Should Licensee fail to comply with the terms and conditions of this Agreement, including with the Post Event Publicity Rules and any changes or modifications thereof, then Licensor may terminate this Agreement upon thirty (30) days written notice to Licensee.

9. **DUTIES UPON TERMINATION.** Upon termination of this Agreement, Licensee shall immediately destroy and withdraw any advertising and promotional materials, packaging, etc. which utilizes the Licensed Marks and cease and desist from all use of the same, including any use of any imitation, likeness or variation of the Licensed Marks.

10. **AMENDMENT/ENTIRE AGREEMENT.** This Agreement may be amended or supplemented only by a writing signed by both parties, and shall bind and inure to the benefit of the Licensor and its successors and assigns. This agreement may not be assigned by the Licensee without consent. This Agreement, including the referenced Post Event Publicity Rules, as amended or modified, and the Limited Agency Appointment, where applicable, constitutes the entire agreement between the parties and supersedes all prior or simultaneous representations, discussions, negotiation, and agreements, whether written or oral.

11. **WAIVER.** No term or provision shall be considered waived, and no breach excused, regardless of conduct, unless such waiver or consent is in writing. No such consent or waiver shall constitute a consent, waiver, or excuse of any other, different, or subsequent breach.

12. **NOTICES.** Notices will be treated as having been given when (a) delivered personally, evidenced by a signed receipt, (b) sent by confirmed telex or telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provision of this Paragraph 12. Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.

13. **RELATIONSHIP OF PARTIES.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties hereto. Neither party has the authority to bind the other or incur any obligation on its behalf.

14. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. COVENANT OF FURTHER COOPERATION. Each of the parties agrees to execute and deliver such further documentation and to cooperate in such manner as may be necessary to implement and give effect to the agreements, warranties and obligations contained herein. Upon request of Licensor, Licensee agrees to use its best efforts to assist Licensor in protecting, defending and enforcing its rights to the Licensed Marks.

16. ARBITRATION. Any claim, dispute or controversy arising out of or in connection with or relating to this Agreement or the breach or alleged breach thereof shall be submitted by the parties to binding arbitration in accordance with the State of Colorado Uniform Arbitration Act C.R.S. 13-22-201, et seq., and in accordance with the rules of the American Arbitration Association. Each party will choose one arbitrator within thirty (30) days of receipt of the notice of intent to arbitrate. Within sixty (60) days of receipt of the notice of intent to arbitrate, the two arbitrators will choose a neutral third arbitrator who will act as chairman. All arbitrators shall have expertise with respect to intellectual property and trade dress issues. At least one of the arbitrators shall be an attorney. The arbitration shall take place at a mutually satisfactory place in Boulder, Colorado. If no place can be agreed upon, the arbitrators shall designate the same. Any award rendered by the arbitrators shall include the costs of arbitration, reasonable attorney's fees for the prevailing party, and all other reasonable costs and expenses. Any award shall also include an award of all compensable damages for which the prevailing party is entitled to recover by law, including, by way of example but not limitation, damages recoverable under the Lanham Act and the Uniform Deceptive Trade Practices Act as adopted in Colorado. The parties hereto agree to be bound by any award, consent to the filing of the same with the appropriate court as a basis of judgment, and further agree that an execution may issue for its collection. Nothing in this Agreement shall be construed to prevent Licensor from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction, as necessary to protect Licensor's proprietary rights, without the necessity of proof of actual damages.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of or concerning this Agreement, including enforcement of any arbitration award, shall be vested in the District Court in and for Boulder, County, Colorado, or in the U. S. District Court for the District of Colorado, as appropriate.

18. AUTHORITY OF LICENSEE REPRESENTATIVE OR AGENT. Licensee warrants that the person executing this Agreement as a part of the registration has authority to bind Licensee in all respects for the performance of this Agreement, which falls within the ordinary course of business of Licensee. If executed by a third party agent, agent warrants and represents that it is fully authorized and empowered to enter into this Agreement on behalf of the brewing company and further agrees to be separately bound by all of the terms and conditions of this Agreement on its own account. Agent agrees to indemnify Licensor and hold it harmless from any and all loss, including costs and attorney fees if a brewing company disputes agent's authority hereunder.

Brewers Association, INC., Licensor

By: *Nancy Johnson*
Nancy Johnson

Title: Event Director, Brewers Association

Date: July 10, 2009

Address: 736 Pearl Street
Boulder, CO 80302 U.S.A.

Telephone No.: +1.303.447.0816

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e-mail address: nancy@brewersassociation.org

LICENSEE

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

State and Country of _____

Incorporation: _____

Telephone No.: _____

Fax No.: _____

e-mail address: _____

IMPORTANT! If executed by an authorized agent for a brewing company, you must list the brewing company name, contact person, address, telephone number, e-mail address and entered products:

(attach additional sheet if necessary)