



TRADE-MARK LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____.

B E T W E E N:

SWISS WATER DECAFFEINATED COFFEE COMPANY INC., a corporation
incorporated under the laws of British Columbia, Canada

(hereinafter called the "the Licensor")

- and -

(hereinafter called the "the Licensee")

WHEREAS the Licensor is the processor and distributor of proprietary whole bean green decaffeinated coffee ("SWISS WATER® Decaffeinated Coffee");

AND WHEREAS the Licensee sells and markets SWISS WATER® Decaffeinated Coffee to customers in _____
_____ (the "Territory");

AND WHEREAS, in connection with its sale and marketing of SWISS WATER® Decaffeinated Coffee, the Licensee wishes to distribute SWISS WATER® Decaffeinated Coffee and use the trade-marks of the Licensor listed in Schedule "A" (the "Trade-Marks") in accordance with the terms and conditions set forth in this agreement (the "Agreement");

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

1.0 PURCHASE OBLIGATIONS

- 1.1** Any and all products marketed or sold by the Licensee in association with the Trade-Marks shall be purchased from the Licensor or through a third party distributor licensed by the Licensor to distribute SWISS WATER® Decaffeinated Coffee.
- 1.2** Where the Licensee purchases SWISS WATER® Decaffeinated Coffee from a third party distributor licensed by the Licensor, the Licensee agrees to disclose the source of the SWISS WATER® Decaffeinated Coffee upon request of the Licensor and to permit duly authorized representatives of the Licensor at reasonable times, but not more often than once in every twelve (12) month period, to inspect the Licensee's records in connection with the purchase of such SWISS WATER® Decaffeinated Coffee in order to verify the source of such SWISS WATER® Decaffeinated Coffee, and to remove samples of the products being sold by the Licensee in connection with the Trade-Marks in order to verify their source.
- 1.3** The Licensor shall have the right, during normal business hours and without notice, to enter the Licensee's place of business and remove samples of the products being sold by the Licensee in connection with the Trade-Marks in order to verify their source.

2.0 LICENSE TO USE TRADE-MARKS

2.1 The Licensor grants to the Licensee a non-exclusive, royalty-free license to use in the Territory the Trade-Marks solely in connection with the Licensee's wholesale or retail sale of SWISS WATER® Decaffeinated Coffee, and with no other products or services, subject to the maintenance of the relationship and the observance of the conditions and restrictions set out in this Agreement. The Licensee may not sublicense its rights under this Agreement without the consent of the Licensor.

3.0 CONDITIONS AND RESTRICTIONS ON USE

3.1 The Licensee agrees to use the Trade-Marks only in association with SWISS WATER® Decaffeinated Coffee in accordance with the operating, service, quality and image standards, guidelines and other specifications established by the Licensor from time to time and with no other wares or services. The current standards, guidelines, and specifications are set out in Schedule "B".

3.2 Except as otherwise agreed in writing, the Licensee shall not deviate in any manner in its use of the Trade-Marks from the form of the marks set out in Schedule "A" and the standards, guidelines and specifications set out in Schedule "B".

3.3 The Licensor shall have the right to approve all materials and packaging containing or depicting any of the Trade-Marks used by the Licensee. Prior to the use of any such advertising or promotional materials by the Licensee, the Licensee shall submit completed artwork or proposed copy for the Licensor's review and written approval.

3.4 The Licensee agrees to permit duly authorized representatives of the Licensor at all reasonable times to inspect the manner in which SWISS WATER® Decaffeinated Coffee is sold and marketed by the Licensee in association with the Trade-Marks, to ensure that the Licensor's operating, service, quality and image standards are being maintained by the Licensee.

3.5 The Licensee acknowledges that the Trade-Marks are the property of the Licensor and agrees that it will not directly or indirectly do or cause to be done any act which may in any way jeopardize or adversely affect the validity or distinctiveness of the Trade-Marks or the title of the Licensor thereto or the goodwill associated with the Trade-Marks or the business of the Licensor.

3.6 Nothing contained in this Agreement shall be construed as an assignment or grant to the Licensee of any right, title, or interest in or to the Trade-Marks, it being understood that all rights relating thereto are reserved to the Licensor. The Licensee agrees that on the expiration or termination of this Agreement for any reason, the Licensee shall be deemed automatically to have assigned, transferred or conveyed to the Licensor any and all copyright or trade-mark rights, equities, goodwill or other right, title, or interest in and to the Trade-Marks which may have been obtained by the Licensee or which may have vested in the Licensee in pursuance of any endeavours covered hereby. The Licensee will execute and irrevocably appoints the Licensor its attorney in fact to execute, if Licensee refuses to do so promptly, any document requested by the Licensor to accomplish or confirm the foregoing.

3.7 All artwork and designs involving the Trade-Marks or any reproduction thereof, shall, notwithstanding their creation or use by the Licensee be and shall remain the sole property of the Licensor and the Licensor shall be entitled to use the same and to license the us of the same by others.

3.8 The Licensee agrees that it will not in any way register or use the Trade-Marks or any similar trade-marks or trade names, alone or in conjunction with any other words or trade-marks or trade names, nor will the Trade-Marks be used by the Licensee in the name of any corporation, partnership or other business name, except pursuant to the terms of this Agreement.

3.9 The Licensee agrees that on termination of this Agreement, it will forthwith cease all use of the Trade-Marks and will not thereafter use or advertise the Trade-Marks or any word, design, trade-mark or trade name similar to or confusing with any of the Trade-Marks.

3.10 The Licensee shall place the following notice, corresponding to a symbol placed above and to the right of each depiction of the Trade-Marks, or such other notice as may be prescribed by the Licensor, on any and all packaging, advertising, promotional material, offering sheets, documents, pages posted on the Licensee's web site or other printed materials which bear or display any of the Trade-Marks, and in the

disclaimer or legal statement on the Licensee's web site, in such a fashion as to ensure that it will be legible:

Trade-mark of Swiss Water Decaffeinated Coffee Company Inc., used under license by _____.

The symbol to be used in the notice for registered Trade-Marks is the symbol ® and in the case of unregistered Trade-Marks is ™.

3.7 The Licensee may not use the Trade-Marks on its company stationary, on the business cards of its officers or employees or in the name of any business entity.

4.0 TERM AND TERMINATION

4.1 The term of this Agreement (the "Term") shall commence on the date hereof and shall continue for an initial term of five (5) years, provided that this Agreement may be terminated prior to its expiry by either party upon ninety (90) days written notice. This Agreement shall continue in force for successive five (5) year terms unless either party gives the other party at least ninety (90) days written notice prior to the expiration of the then current term of its decision not to renew the Agreement.

4.2 Notwithstanding paragraph 4.1, the Licensor may terminate this Agreement at any time, effective upon written notice to the Licensee, in the event that the Licensee is in default hereunder and fails to cure such default to the Licensor's reasonable satisfaction within thirty (30) days of receiving notice thereof.

4.3 The license granted hereunder shall automatically terminate without any notice whatsoever being necessary in the event that any of the following matters occurs with respect to the Licensee or successor companies:

- (a) an assignment in bankruptcy is filed;
- (b) an adjudication of bankruptcy is made;
- (c) a petition in bankruptcy is filed;
- (d) insolvency occurs;
- (e) an assignment for the benefit of creditors is made;
- (f) an arrangement pursuant to any bankruptcy law is made;
- (g) discontinuance of business occurs;
- (h) a receiver is appointed;
- (i) the Licensee avails itself of creditors relief or other legislation for the benefit of debtors; or
- (j) the Licensee or any of its representatives or agents, commits any act or becomes involved in a situation or occurrence which brings any of them into public disrepute, contempt, scandal or ridicule or which reflects unfavourably on the reputation of the Licensor.

4.4 Other Relief. Any termination of this Agreement by the Licensor shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the Licensor may otherwise be entitled against the Licensee. Any refusal to renew this Agreement shall not give rise to any liability for indemnity or other compensation to the Licensee and the Licensee expressly waives any right to indemnity or compensation if the Licensor terminates this Agreement as provided herein or exercises its right not to renew this Agreement. The foregoing remedy shall not exclude any other remedies which the Licensor may have at law or in equity by reason of the default, breach or non-observance by the Licensee of any provision hereof.

5.0 INFRINGEMENT

5.1 The Licensee agrees to promptly notify the Licensor of any conflicting use or any act of infringement or passing off which comes to its attention involving the Trade-Marks or any variation or imitation thereof by unauthorized persons. The Licensee agrees to cooperate and assist the Licensor, to the full extent possible, in any proceedings involving the Trade-Marks.

5.2 The Licensor shall have the sole right to determine whether or not any actions shall be taken with respect to any such infringement, challenge, misappropriation, or similar activity and the Licensor shall have sole control over the form of such action and any settlement of such disputes. In the event that Licensor shall commence an action or proceeding, including without limitation, opposition proceedings before the Trade-Mark Opposition Board, the Licensee agrees to provide all reasonable assistance (other than financial assistance) requested by the Licensor in prosecuting same. Licensor shall be responsible for payment of the expenses associated with such actions and shall be entitled to retain any monetary judgment obtained including damages, profits, or costs.

5.3 The Licensor shall have the sole right and discretion to bring opposition, infringement, passing-off or unfair competition proceedings involving the Trade-Marks.

6.0 GENERAL

6.1 **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6.2 **Assignment.** This Agreement, or any rights of the Licensee under this Agreement, shall not be assigned by the Licensee without the prior written consent of the Licensor, which consent may be withheld in the sole discretion of the Licensor.

6.3 **Enurement.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

6.4 **Notice.** All notices required or permitted to be given in accordance with this Agreement shall be deemed to be properly given if in writing, signed by the party giving the notice and sent by e-mail, mail, fax or personal delivery to the other party at the address set forth below:

(a) the Licensor: Swiss Water Decaffeinated Coffee Company Inc.
3131 Lake City Way
Burnaby, British Columbia
V5A 3A3
Canada

Attention: Robert Weagle, Marketing Department
Fax No.: (604) 444-7753
E-mail: rweagle@swisswater.com

with copies to: Cassels Brock and Blackwell, LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2
Canada

Attention: Catherine M. Dennis
Fax No.: (416) 350-6948
E-mail: cdennis@casselsbrock.com

(b) the Licensee: _____

Attention: _____
Fax No.: _____
E-mail: _____

The effective date of any such notice, if mailed, shall be the fifth (5th) business day following the date of mailing; if delivered personally, shall be the date of delivery; and, if delivered by fax or e-mail, shall be the date of transmission; or, if any such day as aforesaid, is not a business day, the next business day thereafter. Either party may at any time give notice to the other of any change of address and thereafter such new address shall be deemed to be the address of such party for the giving of notice.

6.5 **Headings.** Headings used in this Agreement are for reference purposes only and shall not be used in the interpretation hereof. No provision of this Agreement shall be construed against either party as the drafter thereof.

6.6 **No Waiver.** The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

6.7 **Relationship of the Parties.** The parties hereto are independent contractors and neither shall have the power or authority to assume or create any obligation or responsibility on behalf of the other. Nothing

contained herein or done in pursuance of this Agreement shall constitute an agency, partnership or joint venture between the parties for any purpose or in any sense whatsoever, or create any form of joint enterprise whatsoever between the parties.

- 6.8 Indemnity.** the Licensee hereby indemnifies and undertakes to defend the Licensor and any affiliated companies of the Licensor and their respective shareholders, directors, officers, employees and agents and hold them harmless from all fines, suits, proceedings, losses, claims, demands or actions of any nature or kind whatsoever, ("Claims") directly or indirectly arising out of or in any manner whatsoever associated or connected with the Licensee's sale of SWISS WATER® Decaffeinated Coffee, use of the Trade-Marks or breach of this Agreement and against any and all damages, costs, expenses and fees (including without limitation reasonable legal expenses) incurred by or on behalf of any of the foregoing in the investigation or defence of any and all such Claims.

- 6.9 Partial Invalidation.** In the event that any provision of this Agreement shall be held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, such provision shall remain enforceable to the extent permitted by applicable law or the findings of the court or other tribunal of competent jurisdiction, and the remaining portions hereof shall remain in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable provision that most nearly effects the parties' intent in entering into this Agreement.

- 6.10 Force Majeure.** Neither party shall be held responsible for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by fire, flood, Acts of God, earthquakes, government regulation or controls, unusual delay by common carriers or, without limiting the foregoing, by any other cause beyond the non-performing party's control and not resulting from such party's fault or negligence.

- 6.11 Injunctive Relief.** It is expressly agreed that a material breach of this Agreement by the Licensee will cause irreparable harm to the Licensor and that a remedy at law would be inadequate. In the event of the breach of this Agreement by the Licensee, the Licensor shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages, and to enjoin the Licensee from violating the terms of this Agreement and require its compliance therewith. The remedies provided herein shall be cumulative and in addition to any and all other remedies which the Licensor may have at law or in equity.

- 6.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any and all written or oral agreements previously existing between the parties pertaining to such subject matter are expressly cancelled. The parties acknowledge that they are not entering into this Agreement on the basis of, and have not relied on, any representations not expressly contained in this Agreement.

- 6.13 Amendment.** This Agreement may only be modified by a written document executed by a duly authorized representative of each party.

- 6.14 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement:

EXECUTED at _____ this ____ day of _____, 20____.

SWISS WATER DECAFFEINATED COFFEE COMPANY INC.

Per: _____
Authorized Signing Officer

Name: _____

Title: _____

EXECUTED at _____ this ____ day of _____, 20____.

Per: _____

Authorized Signing Officer

Name: _____

Title: _____

Schedule "A"



Schedule "B"

SWISS WATER® Trade-Mark & Graphics Standards Manual

SWISS WATER® Trade-Mark Usage Guidelines

These Guidelines are intended to protect the integrity of the trade-marks by ensuring they are used by all licensees in a consistent, accurate manner.

Protection of Trade-Marks The trade-marks are protected by Canadian and international trade-mark laws. The trade-marks may not be altered in any way or used other than as permitted by these Guidelines. Any deviation or noncompliance can put the SWISS WATER® brand at risk, and may result in the termination of your license to use the trade-marks.

Usage of Trade-Marks The trade-marks are licensed only to you solely for the purpose of promoting the coffee products of the Swiss Water Decaffeinated Coffee Company, Inc.

Any use of a trade-mark in a print or electronic communication must be approved in advance by Swiss Water Decaffeinated Coffee Company, Inc. in writing in accordance with the terms of this Agreement.

Required Trade-mark Footnote The trade-mark footnote must always appear along with the logo. It should be black only (or white reverse) at the bottom of the panel where the logo appears. The text should be set out in one line with no tracking, kerning, horizontal or vertical scaling. The type reads:

Trade-mark of Swiss Water Decaffeinated Coffee Company, Inc., used under license by _____.

Word Mark Requirements The SWISS WATER® word mark must always be used as an adjective, not as a noun or as a generic term. For example: SWISS WATER® Process or SWISS WATER® Decaffeinated Coffee.

The SWISS WATER® word mark must be identified by the trade-mark notice ®.

The two words "SWISS" and "WATER®" must appear on the same line unless restricted by space limitations.

The word mark must always appear as two words in upper case letters of equal height.

Spacing between characters may not be altered.

Word Mark Fonts and Colors In headlines and subheads of promotional material, "SWISS WATER®" must be set in Trade Gothic font.

In the body copy of promotional material, "SWISS WATER®" must be set in Trade Gothic font. The only exception to this is when it is mentioned in general text (e.g., letter or newspaper article).

The word mark may only be in black or knocked out white where appropriate.

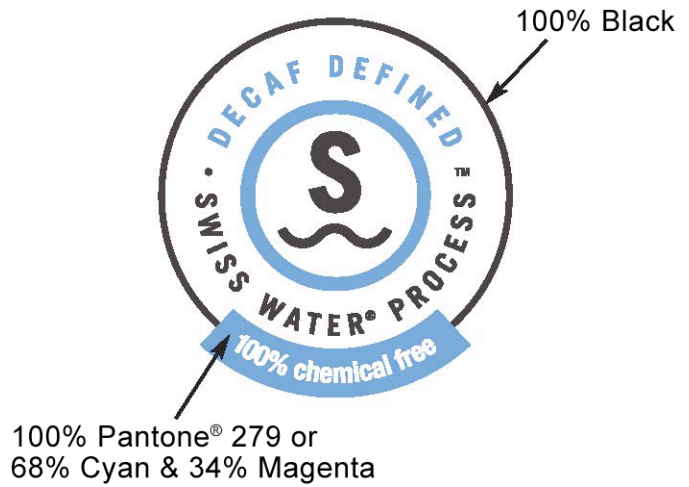
Identity Standards If you have any questions concerning trade-mark usage, please contact the Marketing Department of Swiss Water Decaffeinated Coffee Company directly at 1.800.667.6181.

How to use our logo 1

STEP 1 Choose the right version of the logo for your job

Color.

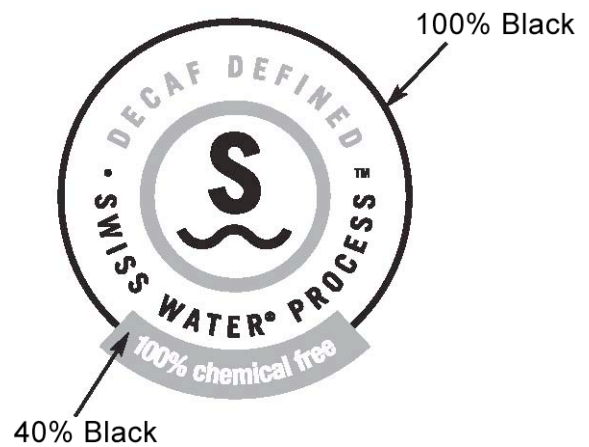
Use this option when two or more colors are available. It can be printed in either CMYK or special colors. Please supply your printer with the color instructions at right.



Greyscale.

If you are printing in black only, this is the preferred version.

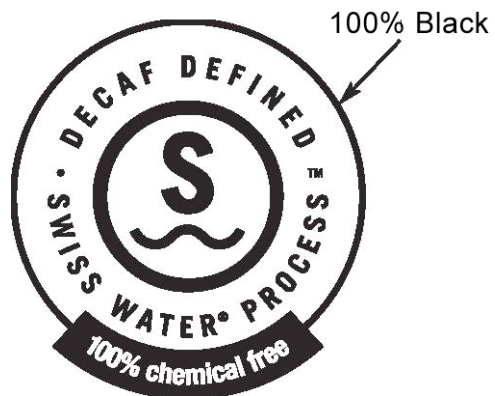
Use this option when you are printing with black only. This option must not be printed in any other color.



Black.

Use this option if you are printing at our minimum size when you are printing with black only.

The preferred version when printing in black is the greyscale version.



Reverse.

Use this option when you are printing with black, and reverse printing is the only option. This option must not be printed in any other color.

The reverse logo may be used on different colored backgrounds. Use discretion when picking a background color and using the reverse logo, as the background color must be dark enough for reproduction to be readable.



Always use the correct downloaded file for artwork. Do not reproduce from this sheet or redraw.

Unacceptable Usages

Unacceptable Use #1

The SWISS WATER® logo must appear with correct colors, or in black or grey only on a light background or in reverse only on a dark background.



Unacceptable Use #2

The SWISS WATER® logo should always appear directly horizontal on the page, not angled in any way.



Unacceptable Use #3

The SWISS WATER® text image must be maintained at all times. Never to be replaced with another typeface.



Unacceptable Use #4

The dimensions of the SWISS WATER® logo are to be maintained at all times with the vertical and horizontal scale to remain unaltered.



How to use our logo 2

STEP 2 How much space to leave around the logo.

For all versions, use the following instructions for leaving space around the logo.

Space around the centered logo.

In order that the logo is always readable, some space should be left around it that is free of type, other graphics and busy background elements. This does not apply to backgrounds that are subtle and don't make it hard to read the logo.

Simply use the height of the S at whatever size you are reproducing the logo at to figure out how much space to leave. On the right side, measure from the R (not the trade mark ®) so the logo doesn't look off centered.



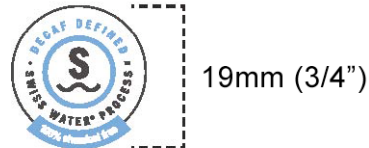
How to use our logo 3

STEP 3 How small the logo can be, resizing the trademark symbols and footnote text.

Please do not size the logo any smaller than the illustrated example.

Minimum size of the logo.

If the logo is appearing at a small size, it must not be any smaller than pictured at right, measuring no less than 19mm (3/4") from the top of the circle to the bottom of the tagline.



The trademark footnote should always appear along with the logo.

Required trademark footnote.

The line seen below should always appear on the same artwork as the logo. It should be black only (or white reverse) at the bottom of the panel where the logo appears. The text should be set in one line in 5pt Trade Gothic Light with no tracking, kerning, horizontal or vertical scaling.

Trade-marks of Swiss Water Decaffeinated Coffee Company Inc., used under license by _____.