

BEVEG LOGO USE GUIDELINES

The BeVeg Logo Use Guidelines policy is a part of the Certification Agreement entered into between the Company and BeVeg. The Certification Agreement is incorporated by reference in this policy. Defined terms used but not defined herein have the meanings set forth in such Certification Agreement. If any provision set forth in this Policy conflicts with any provision of such Certification Agreement, the provision set forth in this Policy will control regarding logo use.

1. **Permission** to use the logo occurs only after written application approval for approved products, payment of fees, and approval by BeVeg International of how the BeVeg vegan trademark will be used on packaging before print.
2. **Commercial Use Must be Pre Approved by BeVeg.** All proofs of logo use on packaging must be approved by BeVeg before use in commerce, and final certification authority is contingent on BeVeg approval of logo use. Company will provide BeVeg a packaging proof for each product label before such label is printed for use with or on the product. The product label proof must depict the vegan certification trademark, along with the name of the product, except for bulk product items clearly identified as such within fifteen (15) days following your receipt of a Product Label proof, BeVeg will notify Company whether such Product Label proof is approved. Company will print only the Approved Label on all Product packaging and will not make any material change to an Approved Label without first obtaining prior written consent from BeVeg. Company will notify BeVeg in writing of any change in the name of a Product no later than twenty (20) calendar days before the effective date of such name change.
3. **Promotional Materials.** Neither the Logos nor the **BeVeg** 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. If Promotional Materials related to the Products also identify or promote non-certified vegan products, then the text and layout of such promotional materials must clearly associate the BeVeg Vegan Certification Mark only with the products certified vegan by BeVeg. If the product is certified by BeVeg, the BeVeg logo may be used on the product, on marketing materials specific to the product, and on menus next to the product, as applicable. Company will not publish or distribute Promotional Materials that state or imply certification of products other than the Products. Company will not make any misleading statements regarding a Product's Certification. You will not use BeVeg Vegan Certification in a manner that may bring BeVeg into disrepute. *All Promotional Materials must be pre approved in writing by BeVeg.*

4. **Print Deadline.** Logos must be printed within 6 months from the date of certification approval, and may be distributed globally. The Certification Mark may not be placed on product packaging using rubber stamp, ink-jet, or adhesive sticker unless prior written consent from BeVeg.

5. **Good Will.** Logo only represents that the product is certified and should not be placed on the product in a way that could represent the company or its website is being promoted or certified vegan by BeVeg in its entirety. Company shall display the Certification Mark only in a positive manner. Company will not use the Certification Mark in any way that disparages BeVeg or its services, nor use the Certification Mark in any manner that would diminish or otherwise damage BeVeg's goodwill or the goodwill associated with the Certification Mark. Such prohibited uses include without limitation uses that could be deemed obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or that purposely encourages unlawful activities. Company will not provide incomplete information in response to Certification verification requests from third parties, including without limitation providing an incomplete copy of the Certification certificate that BeVeg has provided to the Company.

6. **Logo Placement.** Preferred placement is the front package panel in a prominent location, without added distractions, either: Near the product name or in close proximity to the other certification marks for kosher, organic, gluten-free, etc. Logo placement should be ideally on the front of the product where the interested consumer can quickly identify the BeVeg certified vegan status. While it is less desirable, the BeVeg vegan symbol can also be printed near the nutrition label. *If another vegan certification or endorsement also appears on the packaging, the two symbols should not be in close proximity.* The Certification Mark must be the only trademark, certification mark, logo, or other image that appears on a product and is related to the vegan status of such product. No other trademark, certification mark, logo, or image may be placed on the product if such other mark is confusingly similar to the BeVeg Vegan Certification Mark, as determined by BeVeg in its reasonable discretion. BeVeg may, but is not required to, grant limited exceptions to this Section in a written document duly executed by BeVeg.

7. **Space Around.** In order for the BeVeg logo to maintain a visual impact, the product must maintain a clear area that is without imagery or graphic around the logo to compete or confuse the vegan certification approval. Logo should be placed visibly on the packaging to further consumer transparency and truth in labeling. To ensure the trademark is clearly visible and not crowded or obscured by other graphic elements, it must be surrounded by a protective clear space, as shown below.

8. **NOTE:** 300 dpi minimum for print applications.
9. **Image Size.** Image should be in proportion to the package design so as not to be overpowering or lost in the overall design. Logo may not be copied, animated, imitated, morphed, or modified in any manner. However, the logo size may be enlarged or shrunk for printing and packaging purposes. If the logo size is changed, the proportions must not be distorted and the BeVeg and BevVeg words must remain legible. Do NOT make it smaller than 0.75 inches (19.05 mm). To ensure the legibility of the trademark, the minimum size requirement is 0.75 inches (19.05 mm) in height. All lettering must be legible on printed packaging and marketing materials. Increase the size of the trademark if necessary.
10. **Logo color.** In addition, the logo color may change to compliment packaging, but may not be printed in multiple colors. Logo cannot be on a transparent background without prior approval. By default, the logo has to be on a solid fill.
11. **Logo File.** The logo file as delivered to your company must be used in its entirety. The logo symbol may not be separated from logotype.
 - a. **Compact Logo Usage:** the compact logo is the use of the BeVeg and BevVeg logos without the words “Certified by BeVeg” -- The compact logo is reserved for packaging under 2 oz., and may only be used with express written permission from BeVeg.
12. **Logo Use Withdrawal.** Use of the certified vegan BeVeg logo is a license that may be revoked for failure to return required documentation, improper logo use, non-payment of applicable fees, misrepresentation, and any other improper use BeVeg deems legally actionable. If the logo is ever used in error, the Company must notify BeVeg immediately, destroy incorrect labels and replace them accordingly, post a consumer notification on your company website and a statement for our website. Any misuse is legally actionable for damages under the law.
13. **Logo Misuse** of BeVeg Logo on products not certified vegan is not accepted. If at any time a certified product fails in more than an immaterial degree to conform to the standards and specifications that were the bases for the certification, the Licensee will immediately cease all use of the Logo on its undistributed certified product units and immediately destroy all nonconforming materials in their possession containing the Logo if BevVeg requests that they do so. The licensee shall also immediately notify all distributors, advertisers, and customers who may have noncompliant certified product

units and advertising therefor bearing the Logo. The licensee shall require all sublicensees to immediately destroy all nonconforming materials in their possession containing the Logo if BeVeg requests that they do so. BeVeg does not permit companies to use language that implies that we recommend a product- "Certified (Vegan) by BeVeg." If the license to use the BeVeg trademarks expire, all stickers and promotional materials and packaging using the BeVeg trademarks and intellectual property must be immediately destroyed and removed. License renewal is dependent on all paperwork and BeVeg scheme requirements passing, including final payment.

14. **Private Label or Similar Product.** Company will not cause or permit any non-Certified product that is identical or similar to a Product (each, a "Similar Product") to be produced, manufactured, processed, packaged, re-packaged, or labeled at a Plant or at any other location. Such prohibition applies whether or not such product bears the Certification Mark, without first obtaining BeVeg's prior written consent. To avoid doubt, a product with an entirely different brand name or with a Label that is markedly distinct (as determined in BeVeg's sole discretion) from the Label on a comparable Product will not be considered a Similar Product.
15. **Restaurants.** Certified vegan menus must have the certified BeVeg logo on their menus. Logo use guidelines mandate that the businesses must renew annually to maintain membership with Global BeVeg vegan network and to remain in good standing with BeVeg law firm. Logo use guidelines also require that vegan certified menus be printed as their own menu, with at least one menu to be placed on tables upon seating, for sit down locations WITHOUT request from a customer. In the event the restaurant, establishment or menu fails to remain in good standing with BeVeg, the venue agrees to destroy all menus and remove all marks of the BeVeg global trademark from all marketing. Non compliance is determined by paperwork and payment. All fees and paperwork must be up to date or trademark privileges are automatically revoked by operation of law.
16. **Approved to use the BeVeg Vegan Trademark.** BeVeg has permission to list certified products and associated company names on the official BeVeg website and other marketing materials. Any found violation of the *BeVeg Vegan Standard* will result in an immediate request to remedy the problem within 30 days of notice, or rights to logo use is terminated. Companies must immediately notify BeVeg if any of their processes or ingredients compromise the integrity of our Vegan Standard, and likewise must immediately notify BeVeg in writing if their company is going out of business, has changed addresses or websites, or is being acquired or sold to another entity. Certification does not transfer to a new entity. BeVeg reserves the right to assess a penalty to any company found in violation as applicable under the law.

- 17. Shared Manufacturing Facility.** Products may be certified vegan by BeVeg out of shared manufacturing facilities so long as the audit reveals proper mechanisms are in place to ensure vegan quality assurance standards and no cross contamination. Product packaging should indicate whether the manufacturing plant is a “shared manufacturing facility” or “dedicated vegan manufacturing plant.”
- 18. Changes to logo use requirements.** Company acknowledges and agrees that BeVeg may, in its sole discretion, change the Certification Mark from time to time. If so, BeVeg will provide the Company reasonable written notice. Company acknowledges and agrees that all labels printed after the date of such notice must display the changed BeVeg Certification Mark. Company may sell-through the product with the prior approved labels bearing the prior iteration of the vegan certification trademark and printed prior to the date Company received notice from BeVeg of the changes to the Certification Mark.
- 19. Failure to comply.** Company’s failure to comply with any of the provisions of this Logo Use Guidelines Policy will constitute a breach of the Certification Agreement. Such breach will entitle BeVeg to, in its sole discretion: (i) suspend performance under this Agreement and Company’s right to use the Certification Mark, terminate the Certification Agreement, and/or (iii) pursue any and all rights and remedies available to BeVeg under the Agreement or by law. Such remedies include without limitation equitable or injunctive relief and actual damages sustained as a result of the breach. Any Misuse may be actionable under the law, and said company agrees to be governed by jurisdiction in Florida.
- 20. Unauthorized use** of the “BeVeg Certified Vegan” Logos is a violation of federal and international trademark laws. Company acknowledges BeVeg’s exclusive rights to the Certification TradeMark and all goodwill associated therewith, and that any and all use of the Vegan Certification Mark inures to BeVeg’s sole benefit, successors and assigns. Company may not challenge BeVeg’s exclusive ownership rights in and to the Certification Mark, nor take any action inconsistent with BeVeg’s rights in the Certification Mark. Company shall not adopt, use, apply to register, and/or register as your own any trademarks, words, or designs confusingly similar to or that dilute the Certification Mark.

Please send your logo proof of concept of packaging before final print to label@beveg.com for final approval. You may change the color of the logos. Logos must say BeVeg Certified above or below the trademark. The color of BeVeg Certified must match the logo color. All logos require BeVeg approval.



Representative Name, Title

Representative Signature