



**REAL® SEAL
CERTIFIED USER AGREEMENT**

THIS AGREEMENT is made as of this ____ day of _____ 20____, by and between NATIONAL MILK PRODUCERS FEDERATION, an Illinois not-for-profit corporation, with its principal offices located at 2101 Wilson Boulevard, Suite 400, Arlington, Virginia (NMPF) and _____ located at _____ (called ‘Applicant’).

A. NMPF is the lessee of the certification mark REAL® and DESIGN (the REAL® Seal) for milk and dairy products and of United States Patent and Trademark Office Registration No. 1,101,059, No. 1,220,407 and No. 1,274,682 and certain trademark applications and has established minimum standards for the use of the REAL® Seal mark.

B. Applicant has applied to NMPF for the right to use the REAL® Seal mark in connection with product brand names owned by Applicant listed in Schedule A. Applicant hereby represents and warrants that said products meet the minimal standards established for use of the REAL® Seal mark in connection therewith. (Such products shall be referred to as “Certified Products.”)

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

I. GRANT

NMPF grants to Applicant, in consideration of royalty payments made in accordance with Appendix A, the non-exclusive right to use the REAL® Seal mark on Applicant’s labels, packages, sales promotions and merchandising materials for Certified Products, pursuant to the terms set forth below until the expiration or cancellation of this Agreement.

II. MINIMUM STANDARDS

The REAL® Seal mark may be used by Applicant only for products processed within the United States and sold under Applicant’s brand name(s). Such products must meet the conditions for one or more of the categories set forth in Appendix A included hereto.

III. COLOR AND MARK

The REAL® Seal should appear clearly and distinctly on the Certified Products in the recommended red color, PMS 485. If this red color is not used, the REAL® Seal shall be featured either in reverse white or in the darkest color employed on the specific label and package. Any deviations from these requirements must be specifically approved by NMPF. Products, labels, or promotional materials bearing the REAL® Seal mark shall use the REAL® Design incorporating the registration symbol ® as required by the U.S. Patent and Trademark Office. The REAL® Seal may not be used in any manner that adversely affects NMPF’s trademark rights.

IV. SAMPLES, ADVERTISING, AND CERTIFICATION

Applicant agrees to submit to NMPF a specimen of each label, package, sales promotion and merchandising material featuring the REAL® Seal mark prior to use of such items in commerce. Applicant shall also submit to NMPF for approval samples of advertising, sales promotion and merchandising materials which contain the REAL® Seal mark prior to use of such items in commerce.

Applicant shall deliver to NMPF, within 30 days prior to each anniversary of this Agreement, and more frequently if requested by NMPF, a written certificate signed by an executive officer or principal of Applicant certifying that Applicant is in full compliance with this Agreement.

V. INDEMNIFICATION

Applicant shall indemnify and hold harmless NMPF, its officers, directors, agents and assigns from and against all claims, actions, damages, costs, expenses (including without limitation, reasonable attorneys' fees) and liability whatever arising out of, or in connection with, any breach of this Agreement by Applicant, or any use of the Applicant's product(s).

VI. TERM AND TERMINATION

The term of this Agreement commences as of the date stated in the first paragraph of this Agreement, and shall continue until terminated:

- A. by either party, upon 30 days written notice to the other party;
- B. by NMPF, upon 30 days notice to Applicant, should the Applicant fail, in NMPF's sole judgment, to comply with any provision of this Agreement, including compliance with the minimum standards set forth in Article II and Appendix A, provided that the Applicant has not corrected such default during the notice period; or
- C. automatically, on the anniversary of this Agreement, if Applicant does not deliver the annual certificate as required by Article IV this Agreement

Termination of this Agreement shall not affect any rights or remedies NMPF may have at law or in equity.

VII. MISCELLANEOUS

The right to use the REAL® Seal mark herein granted is personal to the Applicant, and may not be assigned or shared without prior written consent of NMPF.

Any notices required to be sent pursuant to this Agreement shall be in writing and delivered by personal delivery or by registered or certified mail, postage and charges prepaid, addressed to the party's principal office.

Applicant must notify NMPF in writing, within 30 days of any change of ownership, merger acquisition or other change in the Applicant's ownership structure or any additions, changes or deletions from Schedule A (List of Products).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above. Signer for applicant must be authorized to execute this agreement in behalf of the Applicant company, and binds the company to the terms of this agreement.

UNITED DAIRY INDUSTRY ASSOCIATION	APPLICANT
NMPF Agent <u>Marketing Concepts Inc.</u>	Company _____
By _____	Telephone _____ Fax _____
Title _____	Email _____
	Print Name _____
Date _____	By _____
	Title _____
	Date _____