



ASA SOYSEALS LICENSE AGREEMENT

This agreement is made as of this _____ day of _____, 20 ____, by the **American Soybean Association**, a non-profit association organized under the law of the State of Iowa (hereafter referred to as "ASA"), and _____ ("Licensee"), located at _____.

ASA is the owner of the "Printed with Soy Ink" (the "Soy Ink Seal") and the "Contains Soy Oil" (the "Soy Oil Seal") certification mark and has established minimum standards for use of the Soy Ink Seal and Soy Oil Seal.

(Please check one of the following)

- Licensee is applying for the right to use the Soy Ink Seal on materials printed with ink/containing soybean oil/soy protein.
- Licensee is applying for the right to use the Soy Oil Seal in connection with products containing soybean oil, soy protein or soy flour except in trace amounts. Applicant hereby represents and warrants that said products contain soybean oil, soy protein or soy flour ("Certified Products") established for use of the Soy Oil Seal in connection therewith.

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

I. MINIMUM STANDARDS

Soy Ink Seal - May be used by Licensee only on products meeting or exceeding the following established standards.

Soybean oil* as a percentage of total formula weight

TYPE OF INK	*% SOY OIL CONTENT
Black news ink	40
Color news ink	30
Cold-set ink	30

Carbon ink	25
Screen printing ink	25
Sheet-fed ink	20
Business forms ink	20
Metallic ink	10
Desensitizing ink	10
Heat-set ink	7
UV/EB ink	7
Stencil duplicator ink	6

*Soybean oil must be the predominant vegetable oil, with vegetable drying oils added as needed, but not to exceed the level of soybean oil set out in the respective formulation. Alcohol esters of soybean oil may be substituted directly for soybean oil in news, sheet-fed, cold-set and business forms inks to obtain the minimum concentration standard. The minimum soybean oil concentration for heat-set inks increased to 15% (by weight) when alcohol esters of soybean oil replace soybean oil in this formulation.

Soy Oil Seal - May be used by Licensee only on those Certified Products in which the product contains soybean oil, soy protein or soy flour except in trace amounts.

II. GRANT

ASA hereby grants Licensee a non-exclusive right to use, subject to the Soy Ink Seal and/or Soy Oil Seal on Licensee's publications, labels, packages, and other promotional and merchandising materials, subject to the requirements of this Agreement. If the Licensee has more than one office location in other cities, each location will be required to have its own agreement.

III. ROYALTIES

II. For and in consideration of the mutual promises herein, the Licensee shall pay ASA the sum of Three Hundred Fifty Dollars (\$350) per year, payable on or before January 1.

III. **DESCRIPTION AND USE.** ASA shall provide artwork of the Soy Ink Seal and the Soy Oil Seal upon payment of the annual royalty. The Soy Ink Seal or Soy Oil Seal is to be clearly and distinctly affixed to product labels and packages to provide ready recognition. The Licensee agrees to use the Soy Ink Seal and the Soy Oil Seal in accordance with the standards for use as established in Item I.

The Licensee herein agrees that it shall use the trademark registered notice where the Soy Ink Seal and/or the Soy Oil Seal mark is most prominently displayed upon a label, the product, in advertising, and the like, by applying the symbol '®' to the mark where it is most prominently displayed.

IV. **TERMINATION OF CONTRACT.** Licensee is to cease using the Soy Ink Seal or Soy Oil Seal upon written notice by ASA to Licensee in the event, in ASA's sole judgment based on analytical findings, the ink does not meet the minimum standards as defined in Item I of this Agreement or is not complying with the other terms and conditions of this agreement.

V. **INDEMNIFICATION.** Licensee shall indemnify and hold harmless ASA's officers, directors, agents and assigns from and against all claims, actions, damages, expenses (including, but

without limitation, reasonable attorney's fees) and liability whatsoever, arising out of or in conjunction with any breach of this Agreement by Licensee.

ASA shall indemnify and hold harmless Licensee, its affiliates, officers, directors, employees, agents and assigns from and against all claims, actions, damages, expenses (including, but without limitation, reasonable attorney's fees) and liability whatsoever, arising out of or based on any infringement, misappropriation or violation of any intellectual property rights asserted by any third party relating to Licensee's authorized use of the Seal marks in this agreement. In addition to the foregoing indemnification obligation, if the Seal marks becomes the subject of a claim of infringement, misappropriation, or violation of third party's intellectual property rights, ASA shall elect, at its expense to either: (i) procure for Licensee the right to continue using the Seal mark; or (ii) replace or modify the allegedly infringing aspect of the Seal mark to make it non-infringing. If neither option is reasonably available, then Licensee shall receive a refund of all fees paid for use of the Seal mark and this Agreement shall immediately terminate.

VI. ASSIGNMENT/SUBLICENSING RESTRICTION. The right to use the Seal marks herein may not be assigned or sublicensed without prior written consent of ASA.

COMPLIANCE/AUTHORIZATION. Licensees using the Soy Ink Seal will provide a sample of the packaging and a description of the ink (by brand name and type of formulation) that is to be certified must be supplied, if requested by ASA Licensee also agrees to provide a description of all products/printed materials on either Seal mark is being used, if requested by ASA.

Licensee is authorized to use the SoySeal on the following:

Product/Brand or Publication _____

Product/Brand or Publication _____

Product/Brand or Publication _____

Please attach a separate sheet for any additional product/publication descriptions.

By signing you agree to the terms within the SoySeals License Agreement.

AMERICAN SOYBEAN ASSOCIATION

LICENSEE

Signature

Name – Please Print

Date

Signature

Title

Phone Number

Fax Number

Email

Date

Please forward the signed user agreement to:

Sharetha Newsome
Office Administrator
American Soybean Association
12647 Olive Blvd., Suite 410
St. Louis, MO 63141
Phone : 314-576-1770
Email : snewsome@soy.org