



TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is between the Government of Ethiopia ("Licensor"), a sovereign government with an Embassy in Washington, DC, and _____, ("Licensee"), a corporation organized under the laws of _____, having its principal place of business in _____, and this agreement is effective from the date of signature by the licensee or the licensor whichever is later.

WHEREAS, the marks SIDAMO, YIRGACHEFFE, and HARRAR have been granted to Ethiopia in Canada as Official Section 9 marks, and Ethiopia has filed applications with the United States Patent and Trademark Office and foreign trademark offices to protect its rights in the coffee designations SIDAMO, YIRGACHEFFE, HARRAR and HARAR (collectively the "Marks"). The purpose of these filings is to seek to maximize the benefits to farmers of the use of the Marks and the goodwill symbolized by the Marks worldwide, and to prevent misuse of the Marks.

WHEREAS, Licensor has committed itself to securing, enhancing and managing the rights associated with use of the Marks, including all right, title and interest in and to the Marks for the benefit of, and in collaboration with, up to 4 million Ethiopians engaged in the production and supply of coffees covered by the Marks as represented by farmer cooperatives and other organized stakeholders in the Ethiopian coffee sector.

WHEREAS, Licensor owns all right, title and interest in and to the Marks throughout the world, including registrations and applications for registration thereof as listed on Schedule A hereto, and common law rights in the Marks, together with the goodwill symbolized by the Marks worldwide; and

WHEREAS, Licensee is desirous of using the Marks in the Canada and worldwide in connection with its business; and

WHEREAS, Licensor is willing to grant a nonexclusive license to Licensee to use, or to license its Affiliates to use, the Marks upon the terms and conditions provided herein;

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

1. DEFINITIONS

For the purposes of this Agreement:

1.1 "Affiliates" shall mean each Person controlled by or under common control with Licensee.

1.2 "Control," including the terms "under common control with" and "controlled by," shall mean the possession direct or indirect, of the Licensee to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or otherwise.

1.3 "Marks" shall mean the Canadian and foreign trademarks, and the registrations and applications for registration thereof, listed on Schedule A hereto and any

additional trademarks that may be added to Schedule A by Licensor during the Term of this Agreement as defined herein.

1.4 “Person” means any individual, partnership, limited liability company, corporation, association, trust, joint venture, unincorporated organization or other entity.

1.5 “Products” means coffee.

2. GRANT OF NONEXCLUSIVE WORLDWIDE LICENSE

Subject to the terms and conditions specified herein, Licensor grants to Licensee a nonexclusive license to use, with the limited right as provided in paragraph 8 below to license others to use the Marks in Canada and worldwide in connection with the goods covered by the registrations and applications for registration, namely coffee (the “Products”) in the jurisdictions listed on the attached Schedule A.

3. OWNERSHIP OF MARKS

Licensee acknowledges Licensor's ownership of the Marks, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Licensee or its sub-licensees shall inure to the benefit of and be on behalf of Licensor, and agrees that nothing in this Agreement shall give Licensee or its sub-licensees any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement.

4. QUALITY CONTROL

Licensee agrees that use of the Marks shall conform to standards under the control of Licensor. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such use and to supply Licensor with specimens of use of the Marks by Licensee or its

sub-licensees upon request. Licensor has reviewed and approved specimens showing Licensee's use of the Marks as set forth in Schedule B. Licensee shall be solely responsible for its compliance with all applicable laws and regulations and for obtaining all appropriate government approvals pertaining to the sale, distribution and advertising of the Products displaying the Marks covered by this Agreement.

5. FORM OF USE

Licensee agrees not to use, or to authorize its sub-licensees to use, any other trademark in combination with any of the Marks without prior written approval of Licensor, which approval shall not be unreasonably withheld.

6. ROYALTY

No Royalty shall be required to be paid by Licensee..

7. INFORMATION

Licensee shall provide Licensor with such sales and other information as Licensor may reasonably request concerning sales of Products covered by the Marks by Licensee and its sub-licensees. Licensor shall hold such information in confidence.

8. SUB-LICENSES

Licensee may sub-license, by written agreement substantially in the form of Exhibit 1 hereto, any of the Marks solely to its Affiliates for so long as such entities remain its Affiliates. Licensee may not directly or indirectly sub-license or attempt to sub-license, whether orally or in writing, any other person to use the Marks without Licensor's prior written approval.

9. INDEMNIFICATION

Licensee shall indemnify and hold harmless Licensor, its employees and affiliates, from and against any loss, damage or expense (including reasonable attorneys' fees) arising from any claim, suit, judgment or proceeding brought or asserted by any third party arising out of or in connection with: (i) the manufacture, sale, marketing or other distribution of the Products in connection therewith, including but not limited to Licensee's sale or distribution of the Products that gives rise to any claim, suit or proceeding alleging bodily injury; (ii) the breach by Licensee or its sub-licensees of any of the terms of this Agreement; or (iii) any use of the Marks by Licensee or its sub-licensees that is not authorized by this Agreement. Licensee's obligations under this subsection shall survive the termination or expiration of this Agreement.

10. ADVERTISING

Licensee agrees to use its best efforts to undertake, either directly or through its sub-licensees, advertising, marketing and other promotional activities to enhance the value of the Marks.

11. STATUTORY NOTICE

Licensee and its sub-licensees shall use the Marks in conjunction with the statutory notice of trademark registration when appropriate or other suitable notice, as requested by Licensor.

12. INFRINGEMENT

12.1 Licensee and Licensor agree to cooperate in their efforts to defend and protect the Marks and to maintain the Marks as valid marks. Licensee shall notify

Licensor of any potential or actual infringements of the Marks as may come to Licensee's attention. In the event of any potential or actual infringement, Licensor shall have the option, at its expense, to take any legal action or other measures to protect the Marks against such infringement. In the event Licensor determines not to take action to protect the Marks against infringement or to remedy any infringement, Licensee, at its expense, may undertake legal action or other measures to protect the Marks against such infringement. The Parties shall cooperate in protecting the Marks and, at their own expense, may participate in any legal action brought by the other Party.

12.2 In the event that any claim or lawsuit is brought against Licensee or its sub-licensees arising out of use of the Marks by Licensee or its sub-licensees, Licensee will promptly notify Licensor of any such claim or lawsuit.

13. TERMINATION

13.1 This Agreement shall continue in force and effect for five (5) years. This Agreement shall be renewable each year thereafter on the same terms and conditions as provided herein upon the consent of Licensor and Licensee, which shall be deemed to have been received unless a Party notifies the other Party of its intent not to renew, or not to renew on the same terms and conditions, at least ninety (90) days prior to the scheduled expiration date. The renewed Agreement shall take effect upon expiration of the prior Agreement.

13.2 Upon termination of this Agreement for any reason, all rights and privileges granted to Licensee hereunder shall immediately terminate, and Licensee, its trustees, receivers, successors or assigns shall have no further right to use or license

others to use any of the Marks; provided, however, that Licensee may have one (1) year after such termination within which Licensee and its sub-licensees may use up all existing materials bearing the Marks. Licensee also agrees that within one (1) year after such termination it and its sub-licensees shall (i) destroy or return to Licensor all designs, stationery, labels, packaging and other promotional materials, and advertising of every kind using any of the Marks; and (ii) refrain from marketing, selling or otherwise disposing of any product bearing the Marks unless such Marks are first removed or obliterated.

14. MISCELLANEOUS

14.1 This Agreement shall be subject to and construed in accordance with the laws of the State of New York.

14.2 Paragraphs 3 and 8 shall survive termination of this Agreement.

14.3 All notices, requests and other communication to any Party hereunder shall be provided in the manner set forth in Schedule C.

14.4 Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and signed by the Parties hereto. No failure to exercise a right or delay in exercising a right shall be deemed to be a waiver of such right.

14.5 In case any provision of this Agreement is held to be invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected or impaired.

14.6 Headings and captions used in this Agreement are included for convenience of reference only.

14.7 This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatories thereto and hereto were upon the same instrument.

GOVERNMENT OF ETHIOPIA

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	STATUS
HARAR	Australia	1060586 06/16/2005		PENDING
HARRAR	Canada	916799 06/10/2005		GRANTED OFFICIAL SECTION 9 MARK
HARAR	European Union	4348777 03/18/2005	4348777 02/14/2006	REGISTERED
HARAR	United States	781589319 031/17/2005		PUBLISHED
HARAR	Brazil	(03/05/07) 829093168		PUBLISHED
HARAR	China	02/08/07 5898141		PENDING
HARAR	South Africa	2007/06416/1		PUBLISHED
HARRAR	Australia	1060557 06/16/2005		PUBLISHED
HARRAR	European Union	4348736 03/18/2005	4348736 03/23/2006	REGISTERED
HARRAR	United States	78/589312 03/17/2005		PENDING
HARRAR	Brazil	(03/05/07) 829093176		PENDING
HARRAR	China	02/08/07 5898140		PENDING
HARRAR	South Africa	2007106416		PENDING
HARAR (English)	Saudi Arabia	118372 11/06/07		PENDING
HARRAR (English)	Saudi Arabia	118373 11/06/07		PENDING
HARAR (Arabic)	Saudi Arabia	118376 11/06/07		PENDING
HARRAR (Arabic)	Saudi Arabia	118377 11/06/07		PENDING
SIDAMO	Australia	1060575 or 06/16/2005		PENDING
SIDAMO	Canada	916800 06/10/2005		GRANTED OFFICIAL SECTION 9 MARK
SIDAMO	European Union	4348751 03/18/2005	004348751 03/18/2005	PUBLISHED
SIDAMO	Japan	2005-084164 09/08/2005	4955561 05/26/2006	REGISTERED
SIDAMO in Japanese	Japan	2005-084167 09/08/2005	4955563 05/26/2006	REGISTERED
SIDAMO	United States	78/589307 03/17/2005	3381739 12/02/08	PENDING

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	STATUS
SIDAMO	China	02/08/07 5898139		PENDING
SIDAMO (English)	Saudi Arabia	118374 11/06/07		PENDING
SIDAMO	Brazil	829093150 (03/05/07)		PUBLISHED
SIDAMO	South Africa	2007106415		PUBLISHED
SIDAMO (Arabic)	Saudi Arabia	118378 11/06/07		PENDING
YIRGACHEFFE	Australia	1060583 06/16/2005		PENDING
YIRGACHEFFE	Canada	916798 06/10/2005		GRANTED OFFICIAL SECTION 9 MARK
YIRGACHEFFE	European Union	4348744 03/18/2005	4348744 02/14/12006	REGISTERED
YIRGACHEFFE	Japan	2005-084161 09/08/2005	4955560 05/26/2006	REGISTERED
YIRGACHEFFE in Japanese	Japan	2005-084165 09/08/2005	4955562 05/26/2006	REGISTERED
YIRGACHEFFE	United States	78/589325 03/17/2005	3126053 08/08/2006	REGISTERED
YIRGACHEFFE	China	5898138 02/08/07		PENDING
YIRGACHEFFE	Brazil	(03/0507) 829093133		PUBLISHED
YIRGACHEFFE	South Africa	2007/06417		PENDING
YIRGACHEFFE (English)	Saudi Arabia	118371 09/11/07		PUBLISHED
YIRGACHEFFE (Arabic)	Saudi Arabia	118375 09/11/07		PENDING

SCHEDULE B

(Samples of licensees packaging incorporating the Marks or copies thereof)

SCHEDULE C

All notices and other communications related to this License Agreement shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile (answer back received), or one business day after being sent by Express Mail or courier, or three business days after being sent by registered or certified mail, return receipt requested, postage prepaid to the parties at the following addresses (or such other address for a party as shall be specified by like notice, provided that such notice shall be effective only upon receipt thereof).

Licensors

Government of Ethiopia
Embassy of Ethiopia
Att: Getachew Mengistie
3506 International Drive, NW
Washington, DC 20008
Fax: 202-587-0195

With a copy to:
Arnold & Porter
Att: Anna Manville, Esq.
555 Twelfth Street, NW
Washington, DC 20004-1206
Fax: 202-942-5999

Licensee

With a copy to: