

NSC – QUALITY APPROVED SKREI - LICENSE AGREEMENT

QUALITY APPROVED SKREI

- (1) Norges sjømatråd AS (*The Norwegian Seafood Council*)
Org. no 988 597 627

Registered address:

Stortorget 1
9291 Tromsø, Norway

Postal address:

Postboks 6176
9008 Tromsø, Norway

(hereinafter "**NSC**" or "**Party**")

and

- (2) Company Name

Org. no
Address
Postal code/city,
Country

(hereinafter "**Licensee**" or "**Party**")

*NSC and Licensee (jointly "**Parties**")*

have today concluded the following Agreement:

1. EXHIBITS

The following documents and any attached exhibits to these documents form an integral part of this Agreement:

Exhibit 1 – License Application

Exhibit 2 – Exporter Declaration

2. BACKGROUND

NSC shall promote marketing and export of Norwegian Seafood.

Skrei (*Gadus Morhua*) is a specie with a specific Norwegian origin and is viewed as a Product (as defined below) of superior quality, for which strict standards and requirements for the use of the Skrei Quality Label tag applies.

NSC is the owner and proprietor of the Skrei Quality Label(s) and the Marketing Material related to Skrei.

The Licensee is a producer, importer, or exporter of Skrei. The Licensee wishes to use the Quality Label(s) and/or the Marketing Material in connection with production, processing, distribution, marketing and/or trading of such Products outside of the Kingdom of Norway which are also retailed outside of the Kingdom of Norway.

NSC may grant other entities license to use the Quality Label(s) under terms which may differ from those set forth in this Agreement.

NSC has agreed to grant the Licensee a license to use the Quality Label(s) on the terms and conditions set out in this Agreement.

The Agreement covers the use of the Quality Label(s) for Products and labels which has been approved by NSC.

3. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

- 3.1 **"Agreement"** means this Agreement inclusive of the Exhibits listed in Section 1.
- 3.2 **"Approval Certificates"** means one or more certificates issued by the relevant national authority which allows the Licensee to produce or import seafood.
- 3.3 **"Marketing"** means production, distribution, marketing and/or trade of Products which are retailed outside of the Kingdom of Norway.
- 3.4 **"Marketing Material"** means materials used for the Marketing of Products which is made by or on behalf of NSC and which may be made available to the Licensee.
- 3.5 **"Norwegian Seafood"** means seafood for human consumption, classified under the Norwegian Customs Tariff Chapter 3, with the exception of flour and pellets of fish (classified under Norwegian Customs Tariff 03.05.1000).
- 3.6 **"Products"** means Skrei (*Gadus morhua*), which is exported by a company in Norway that is also a licensee of the NSC and that is granted the rights to apply the Quality Label(s) in Norway. Skrei shall be for human consumption, and qualify as Norwegian Seafood for human consumption, classified under HS Chapter 3, with the exception of frozen fish and flour and pellets of fish, for human consumption (classified under Norwegian Customs Tariff 03.05.1000), and which does not contain other seafood than Skrei (*Gadus morhua*), or byproducts of Skrei, and that are processed, labelled and/or marketed outside of the Kingdom of Norway.
- 3.7 **"Quality Label(s)"** means the registered or unregistered label(s) where use is subject to the fulfillment of the currently applicable Skrei Quality Standard, such labels being specified in Skrei Quality Standard, and referred to separately or jointly, as the case may be.
- 3.8 **"Skrei"** as defined in the Skrei Quality Standard.

3.9 "Skrei Quality Standard " means the at any time applicable Norwegian Standard on product requirements for fish and fish products – Skrei.

3.10 "Territory" means the state outside of the Kingdom of Norway where the licensee is located and the encompassing customs area where the licensee may label, market, and sell the Products with the affixed Quality Label(s).

4. LICENSEE'S WARRANTIES

4.1 The Licensee warrants that:

- The Quality Label(s) and Marketing Material are only used on or in connection to Products where the requirements pursuant to the applicable Skrei Quality Standard is fulfilled.
- Licensee shall apply the exporters ID number on the label at the packaging of Products with the Quality Label,
- The Licensee only purchases Products from a company in the Kingdom of Norway that is also a licensee of the NSC and that is granted the rights to apply the Quality Approved Skrei in Norway,
- where required, it has valid Approval Certificates,
- it shall notify NSC immediately if one or more of its Approval Certificates are revoked, expired, terminated, limited or if any similar actions are applied which affects Licensee's ability to produce or import seafood in the Territory.
- it will comply with any legal requirements applicable for its business in the Territory as regards for instance, but not limited to, declaring Products under proper customs tariff numbers and furnishing and applying sufficient and required food labeling information to the Products as per applicable laws and regulations, in all instances ensuring, as a minimum, that the conditions set forth in Clause 6.5 are satisfied and that the food labeling information clearly identifies the country of processing, country of manufacture, the food business operator identity, the origin of the main ingredient, and the name of the specie/species of the main ingredient, both the commonly known tradename (Skrei) and the specie name in Latin (*Gadus morhua*). For the avoidance of doubt, the oval marking identifying country of manufacture is considered insufficient for the purpose of ensuring compliance with mandatory food labeling requirements in the EEA.
- it will obtain all licenses, permits, and consents necessary for the Marketing of the Products in the Territory,
- its Marketing of products which are labelled with the Quality Label(s) shall be limited to the Products approved, and conducted in a way which NSC determines does not jeopardise the goodwill of the Quality Label(s), NSC or the reputation of Products and does not mislead consumers,
- Licensee's own trademarks used in conjunction with the Quality Label(s) do not violate any third party rights,
- it will only use the Quality Label(s) in compliance with the terms and conditions set out in this Agreement,
- it will comply with the Skrei Quality Standard, and
- to the maximum extent permitted by the law, the Licensee shall indemnify and hold harmless NSC of and from all and any claims from any third party arising out of or in connection with the Products or Licensee's

Marketing, use of the Quality Label(s) or Marketing Materials, including in conjunction with the use of the Licensee's own trademark.

5. NSC'S MAINTENANCE OF THE QUALITY LABEL(S)

- 5.1 NSC will pay any renewal fees for registered Quality Label(s) when applicable, in order to maintain a registration where maintenance of registrations at NSC's sole discretion is considered relevant.

6. GRANT OF LICENSE

- 6.1 NSC grants the Licensee, in the Territory, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable license to use the Quality Label(s) and the Marketing Material in association with Products, which have been approved by NSC, subject to the terms and conditions set out in this Agreement and solely in connection with the Licensee's Marketing of the Products in the Territory for the duration of this Agreement. Any goodwill in the Quality Label(s) existing either prior to or arising during the term of this license is owned by NSC. Licensee assigns any goodwill arising during the term of the license to NSC as and when it arises.
- 6.2 The Quality Label(s) may only be used where Skrei constitutes 100% of the total content of the Product.
- 6.3 The grant of license is inapplicable and revoked if the Licensee is (i) not able to document the entire value chain of the Products or (ii) the Licensee does not submit to an audit to be performed by, or on behalf of the NSC, in NSC's sole discretion, and/or (iii) if the Licensee is in material breach of duties and obligations under this Agreement (which for the avoidance of doubt shall include the Exhibits to it).
- 6.4 NSC may, at the NSC's sole discretion, provide certain Marketing Materials to the Licensee. NSC may withdraw any Marketing Material or its permission to the Licensee to use such Marketing Material at any time.
- 6.5 The Quality Label(s) and the Marketing Material may only be used where Products are the only ingredient, and cannot be used on, or in connection with, any of the following:
- (a) Products that are not Skrei;
 - (b) Products where the use of the Quality Label and/or Marketing Material would mislead consumers;
 - (c) Products which also contain and/or are mixed with seafood from other territorial origins than the Kingdom of Norway, or which otherwise does not comply with the definition of Product as set out herein;
 - (d) Products not intended for human consumption;
 - (e) additives and food supplements;
 - (f) Products containing non-negligible volumes of other animal protein such as chicken, pork or beef or are marketed as such products;
 - (g) Products where the use of the Quality Label and/or Marketing Material, in NSC's sole discretion, would jeopardise the distinctiveness and goodwill of the Quality Label, NSC or the reputation of Products and/or Norwegian Seafood in general; or
 - (h) Products also labelled with the Licensee's trademark(s) where Licensee's trademark(s), in NSC's sole discretion, would jeopardise the goodwill of the Quality Label, NSC or the reputation of Products and/or Norwegian Seafood in general.
- 6.6 The Licensee may, but is not obliged to, use its own trademark and/or any trademark of their customer(s) together with the Quality Label(s) on the Products, but if used, the (i) Quality Label(s) shall be ancillary to the Licensee's own trademark and/or the customer(s) trademark on labelling of the Products and (ii) the Licensee's own trade mark(s) and/or any trademark of their customer(s) cannot be designed in a manner or contain words or other elements which may be confused with the Quality Label(s) or (iii) in any way misleads consumers or others into believing that these are related to products of NSC, or (iv) that NSC

and Licensee are in any way partners, joint ventures or affiliated companies. The Licensee's own trademark and/or any trademark of their customer(s), if used by Licensee, must be accompanied by a product description (e.g. "Norwegian Skrei (Gadus morhua)" or similar). The product description must be clearly displayed on the product/packaging. NSC may, upon request by the Licensee or on its own initiative, provide further guidance regarding the proper use of the Quality Label(s) in specific contexts, in which case the Licensee shall follow the instructions or suggestions provided by NSC.

- 6.7 The Licensee shall have no right to use the Quality Label(s) in connection with any other products than on the Products.
- 6.8 The Quality Label(s) and Marketing Material may only be used by Licensee on/in connection with Products which are imported from a company in the Kingdom of Norway that is also a licensee of the NSC and that is granted the right to apply the Quality Approved Skrei in the Kingdom of Norway.
- 6.9 All and any product packaging which the Licensee wishes to use in association with the Quality Label(s), shall be presented and accepted by NSC in writing prior to commercial use.
- 6.10 If the Licensee wishes to use the Quality Label(s) on any electronic medium, e.g. the Internet, such material shall be provided to NSC and accepted in writing prior to external use. If the Licensee wishes to use the Quality Label(s) on any other marketing or printed material, NSC has the right to ask for samples for approval. NSC shall have full discretion to accept or deny any proposed product packaging or other use of the Quality Label(s) and shall bear no liability for any delay or denial of such proposed product packaging or use of the Quality Label(s).
- 6.11 The grant of license only extends to the application of the Quality Label on Skrei and where packaging takes place as described in the Skrei Quality Standard.
- 6.12 Licensee is not entitled to use the Quality Label(s) under any company name other than that provided by this Agreement, without the prior written consent of the NSC.

7. DOCUMENTATION

- 7.1 If NSC, in its sole discretion, believes that the Quality Label(s) is (are) used in breach of the terms and conditions or the intention of this Agreement, NSC may demand that the Licensee immediately document the compliance of the terms in this Agreement and/or that a third party audit is conducted.
- 7.2 The Licensee shall every season report to NSC in accordance with the at any time applicable reporting procedures reasonably determined by NSC.
- 7.3 If the Licensee does not submit documentation within the given deadline, and after a specific request still does not submit documentation without undue delay, or if it, in the reasonable opinion of the NSC, does not appear likely that the actual use of the Quality Label(s) is (are) in compliance with the terms under this Agreement, this will be considered a material breach.
- 7.4 To ensure that Quality Label(s) is (are) used in accordance with the requirements and intentions of this Agreement, the Licensee is obliged to establish a satisfactory internal control in relation to the practice of the quality label scheme for the Products as soon as possible after entering into the Agreement. NSC may demand that the Licensee conducts a third party/certification body audit of its routines, compliance with the Skrei Quality Standard, as well as other relevant systems and procedures for packaging and sale of Skrei.
- 7.5 To ensure that the Quality Label(s) is (are) used in accordance with the requirements and intentions of this Agreement, also by the customers of the Licensee and subsequent sales link, the Licensee commits to only purchase Products with the Quality Label(s) applied from an exporter with a separate Agreement with the NSC as an exporter of such Products. The Licensee shall, on request, be able to submit documentation on all customer who purchase such Products. Quality Label(s). The Quality Label(s) can

only be applied by Licensee. It is not allowed for Licensee to distribute the Quality Label(s) to customers for application.

8. TRACKING INSTRUCTIONS, REPORTING AND AUDITS

8.1 In order to prevent that Products which is not Norwegian Seafood is labelled or marketed with the Quality Label(s), the Licensee shall be able to document the entire value chain of the Products, inter alia by the use of a tracking system which enables control of all Products labelled with Quality Label(s) or in any other way marketed with Quality Label(s), which can trace and document that the products sold under the Quality Label(s) origin from Norwegian Seafood, and otherwise are subject to a License under this Agreement.

8.2 The Licensee's tracking system shall be documented, reliable and verifiable. It may be checked and audited by the NSC, or a third party auditor appointed by the NSC.

8.3 All products and seafood that are sold or marked with the Quality Label(s) must be handled in such a manner that each component and/or ingredient's true place of origin can be traced throughout the entire manufacturing and processing phase until the finished goods and/or products are packed in accordance with the relevant labelling and food information requirements.

8.4 In particular, and notwithstanding the generality of the above, the Licensee must at all times be able to verify that it:

- has a legitimate tracking system enabling the tracing of true place of origin of the Products labelled with the Quality label,
- ensures that raw material of the Products is accompanied by a Norwegian catch certificate, where applicable, which may be furnished at any given time upon express request by NSC and/or the third party auditor,
- has systems and controls to ensure that the production and manufacturing of a product bearing a Quality Label is clearly separated and not mixed with any other manufacturing processes for other type(s) of product(s),
- is able to trace and document all handling, alteration, processing, dividing or segmentation of the Products which is done within the Licensee's control and activities, from receipt of the raw material to dispatch of any product or seafood, and
- keeps records allowing the calculation of value and volume of Norwegian Seafood received and the value and volume later sold with a Quality Label or later dispatched.

If the Licensee employs any third parties or subcontractors during handling of the Products, Licensee shall ensure that this third party will comply with this Agreement.

8.5 Licensee shall, upon NSC's request, report the total quantity of Products that has applied the Quality Label(s) by product per market.

8.6 In addition to the regular reports, NSC may request to:

- receive documentation that verifies that the mass balance (i.e. ratio between imported Products and sold Products bearing the Quality Label(s)) is 1:1
- examine samples of Products available on the market without notification,
- carry out inspections / audits of the Licensee's use of the Quality Label (s), and Marketing Material without notification, and

- have access to information from and access to relevant data bases, files, or records in addition to other data as well as statistics available or which may be produced, provided such request(s) are reasonable, assuming that due attention will be paid to the protection of the Licensee's confidential information, and that the request(s) are restricted to information strictly relating to the Licensee's performance of this Agreement.
- 8.7 In order to preserve the integrity of the Quality Label(s), NSC, in its sole discretion, may demand, and Licensee then agrees to submit to and to cover reasonable and necessary costs associated therewith, a third party audit/certification body to review, inspect and carry out analysis to verify that the practice of marking with the Quality Label(s) is in accordance with the Norwegian Standard for Skrei and this License Agreement. Such audits may occur on two levels;
- **System inspections:** which is a document review of Licensee's internal control system related to the practice of the quality labelling scheme for the Products. The Licensee is obliged, among other things, to provide access and present documents and reports showing how regulatory requirements, such as requirements from the relevant National Food Safety Authority, are handled and followed up, as well as documentation that employees handling Products with Quality Label(s) have received adequate and relevant training. The Licensee is also obliged, upon NSC's request, to provide an overview of the value chain and the mass balance of the Products. NSC may, in its sole discretion, implement measures in order to revise the mass balance of the Products.
 - **Product inspections:** which is an inspection to verify that Products which has had the Quality Label(s) applied meet the quality requirements of the Skrei Quality Standard. Products may be subject to and submitted to inspection as soon as they have had the Quality Label applied, Control can be performed throughout the value chain.
- 8.8 NSC has the right to, in its sole discretion, inspect Licensee's facilities. In the event of noncompliance of the terms of this Agreement, NSC may also request a meeting with Licensee with the purpose of improving Licensees routines and compliance with the Skrei Quality Standard and terms and conditions imposed under this Agreement. Both parties shall engage in dialogue in the best of intentions with the purpose of improving the quality of the Products.
- Unacceptable deviations are deviations where major nonconformities are identified, and where these are not closed within a given deadline with written feedback to the NSC and the auditor on what measures have been taken to close the nonconformity(s). If written feedback on closing measures is not available within the deadline, the Agreement will be suspended until written feedback has been sent to the NSC and the deviations have been, to NSC's satisfaction in its sole discretion, satisfactory remedied.
- 8.9 If NSC believes or has reason to believe, at NSC's sole discretion, that the Licensee is not in compliance with requirements under this Agreement, NSC may at any time request a separate third party audit.
- 8.10 Without limiting the foregoing, Licensee shall be in compliance with any applicable traceability laws and regulations.
- 8.11 In the event of non-compliance of this clause 8, and without limiting any other remedies available, the Licensee is obliged to immediately withdraw the applicable Products from the market.
- ## 9. INTELLECTUAL PROPERTY RIGHTS
- 9.1 The Licensee acknowledges that NSC is the owner and proprietor of the Quality Label(s) and the Marketing Material, and that the Licensee shall not obtain or claim any right(s) to the Quality Label(s) or the Marketing Material except for the right to license as expressly set out in this Agreement.
- 9.2 The Licensee shall not register or use any domain names or trademarks which contain text or figurative elements included in or similar to elements included in the Quality Label(s) or which may in any other way be confused with or associated with NSC or the Quality Label(s).

10. NON-COMPLIANT MARKETING

- 10.1 Should NSC, in its sole discretion, determine that the Quality Label(s) are used in a manner that is misleading or in any other way in an abusive manner inconsistent with this Agreement or the image or reputation of NSC, the Product or Norwegian Seafood in general, this will be deemed a material breach of the Agreement. Further, NSC may demand compensation for all losses (both economic and non-economic).

11. INFRINGEMENT OR UNAUTHORISED USE BY THIRD PARTIES

- 11.1 In the event that the Licensee becomes aware of any infringement of NSC's intellectual property by a third party, including unauthorised use of the Quality Label(s) or the Marketing Material, it shall promptly notify NSC so that NSC may take enforcement action against that third party. Licensee shall cooperate fully with NSC in any actions NSC may take to enforce and protect its intellectual property rights.
- 11.2 NSC disclaims any warranties as to registrability of the Quality Label(s), or infringement of third parties' rights, merchantability, and fitness for a particular purpose with regard to the Products or Marketing Materials on which the Quality Label(s) are used.

12. DURATION AND TERMINATION

- 12.1 This Agreement shall enter into force upon the last date of signature of this Agreement, and shall, unless having become inapplicable and revoked earlier pursuant to clause 6.3 expire at 1 May the year thereafter. The Parties may agree in writing to extend the Agreement for a subsequent 2 year period.
- 12.2 During any current Agreement period, both Parties may terminate the Agreement for convenience at any time during the term of the Agreement by giving the other Party at least 90 days prior written notice. The termination may cover all licensed Quality Labels) or a specific Quality Label.
- 12.3 This Agreement and the license hereunder to all Quality Labels and Marketing Material terminates with immediate effect in the event that (i) the Licensee enters into liquidation, becomes insolvent or discontinues its general course of business, (ii) the Licensee is in breach of any of its obligations set out in clause 4, 6, 7, 8 or 9, (iii) the Licensee's Approval Certificates are revoked, expired, terminated or similar, (iv) registered Quality Label is being revoked or held invalid or (v) the Licensee is in material breach of this Agreement.
- 12.4 On termination or expiry of this Agreement, the Licensee shall immediately cease the use of the Quality Label(s) and the Marketing Material. Products produced or imported more than 14 days prior to the termination or expiry may be marketed and sold in the Territory for a period of maximum 15 days after termination or expiry, and any such sale or Marketing shall be in compliance with this Agreement.
- 12.5 In case of termination pursuant to this Section 12, the NSC cannot, under any circumstance, be held liable for costs and/or losses incurred and/or future loss of profits by the Licensee, whether direct or indirect.

13. NO PARTNERSHIP OR AGENCY

- 13.1 Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind that would impose liability upon one Party for the acts or omissions of the other Party.

14. DISPUTE RESOLUTION AND GOVERNING LAW

- 14.1 This Agreement and any other matter arising from or in connection with it shall be governed by and construed in accordance with Norwegian law.
- 14.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall first be sought to be settled amicably. If an amicable solution is not reached within 30 days of a request by either Party to enter into negotiations to resolve the dispute, controversy or claim, then such dispute, controversy or claim shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce in

accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, Sweden. The arbitral tribunal shall be composed of three arbitrators. The arbitration shall be conducted in the English language. The arbitration proceedings and the arbitral award shall be kept private and confidential. For the avoidance of doubts, this clause does not prevent either Party from seeking injunctive or other immediate relief from a competent court in the applicable jurisdiction.

For Norges sjømatråd AS

For [Licensee]

(The Norwegian Seafood Council)

Date and place:

Date and place:

Title and name:

Title and name:

Signature:

Signature:

License Application

For use of the Quality Label for Skrei* (Gadus Morhua) (the “Product”**) outside Norway

Company name and main office address of Licensee	
Site address(es) of Licensee (site of operations of Licensee) <i>(for e.g. the purpose of undertaking audits)</i>	
Country of Residence of Licensee	
Official company registration number	
Contact person (name and title)	
E-mail	
Phone	
Will you re-export Skrei* Products** to other countries? If yes, where?	
Which companies will you sell the Products to?	
Which Skrei Products will you buy from Norway? (Specify what you will purchase; whole fish, filets, tongue, etc.).	
<i>Note: When the License Agreement is signed, all product labelling using the trademark must be approved by the NSC prior to commercial use.</i>	

Which Skrei Products do you intend to label with the Skrei Quality Label (i.e. at the Licensee Site in the Licensee Country of production):

	Tick the relevant box
Skrei with head	
Skrei without head	
Roe	
Liver	
Jaw	
Tongue	

	Tick the relevant box	Specify packaging*
Whole fillet		
Loins		
Tail		

*Specify whether the Product is packaged on ice or in smaller units for consumption. Packages of consumer-packed fillet Skrei Products shall be marked with the Skrei Quality label. Use of the Skrei Quality Label on labels for consumption packed fillet products shall be in compliance with the requirements set out in the Skrei Quality Label license agreement.

Management Systems		
Mark checkbox and attach required documentation <u>if</u> you are certified against any of the standards.		
CERTIFIED MANAGEMENT SYSTEMS	REQUIRED DOCUMENTATION	ATTACHMENT NAME
<input type="checkbox"/> Certified against one or several international standards (Global Food Safety Initiative (GFSI), Marine Stewardship Council (MSC) chain of custody or Aquaculture Stewardship Council (ASC) chain of custody (MSC CoC or ASC CoC), Global G.A.P. Chain of Custody (Global G.A.P CoC)).	Copy of a valid certificate.	
<input type="checkbox"/> Not certified against any international standard.		

Skrei Quality Standard
Mark checkbox and confirm that you have (i) purchased, (ii) have made yourself known with and (iii) that you will accept to follow the specifications and requirements set out in the (at any time most recent Skrei Quality Standard.
QUALITY STANDARD
<input type="checkbox"/>

Place / Date:

Signature:

*the meaning of “**Skrei**” as used herein shall be understood as per the definition contained in clause 3.8 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.

the meaning of “Products**” as used herein shall be understood as per the definition contained in clause 3.6 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.

Exporter Declaration concerning the use of the Quality Label* for Skrei (Gadus Morhua) on Skrei Products*****

Norwegian Exporter(s) (company name and main office address)	
Date of entry into of a Quality Label License Agreement between the Norwegian Export(s) and the NSC	
Contact person(s) (name and title)	
E-mail	
Phone	

The undersigned, being a Licensee of the Norwegian Seafood Council, for the use of the Quality Label for Skrei (*Gadus Morhua*) Products:

Licensee name and main office address	
Country of residence of Production	
Contact person (name and title)	
E-mail	
Phone	

The undersigned Licensee is advised that the Licensee will only be allowed to use the Quality Label(s)* which are owned by the Norwegian Seafood Council on/in connection with the Products in so far they are purchased from the Norwegian Exporter(s) listen above.

The Licensee hereby declares that the Licensee will only use the Quality Label for Skrei Products in compliance with the terms and conditions of the License Agreement and for Products that are purchased from the Norwegian Exporter(s) listen above.

Place and date:

For the Exporter, name, and title:

Signature:

This attachment ("Exporter Declaration") takes form as Exhibit 2 to the License Agreement between the confirmed manufacturer ("Licensee") and the Norwegian Seafood Council.

** the meaning of "Quality Label(s)" as used herein shall be understood as per the definition contained in clause 3.7 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*

*** the meaning of "Skrei" as used herein shall be understood as per the definition contained in clause 3.8 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*

**** the meaning of "Products" as used herein shall be understood as per the definition contained in clause 3.6 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*