

SUBMISSION AGREEMENT

This **Submission Agreement** contains the terms, covenants, conditions, and provisions upon which you may access and use the www.BeeMaid.com website (the "Site") and submit any ideas, concepts, information, know-how, suggestions and/or Materials to Bee Maid Honey Ltd. ("BeeMaid") through our "Sweet Idea" program. This Agreement represents a legally binding agreement between you and BeeMaid.

By using this website and by clicking on the "I Agree" button in connection with **Sweet Idea**, you confirm that you (i) are at least 18 years of age; and (ii) that you understand and intend these terms and conditions to be legally binding on you. If you are not at least 18 years of age and if you do not agree to the terms and conditions set out herein, you may not use this Site or make Submissions or provide Materials to BeeMaid under the **Sweet Idea** program.

This Submission Agreement also contains the terms and conditions upon which you may access and use the Site and all content and information contained on the Site.

The purpose of the **Sweet Idea** program is to promote growth and development in connection with honey and honey-related products, and to give interested parties an opportunity to express ideas, concepts and suggestions for use by BeeMaid in advancing its services and products. Any submissions provided to BeeMaid in connection with the **Sweet Idea** program shall be deemed to be the sole property of BeeMaid and no remuneration or compensation of any kind will be given to any person, even should BeeMaid proceed with the submitted idea, concept or suggestion or use any of the information or Materials submitted.

Terms and Conditions

1. Submissions and Materials. Through the Site, users have the opportunity to submit ideas, concepts, information, know-how, suggestions, or other information (the "Submission(s)") to BeeMaid for its use absolutely. BeeMaid shall have the right, but not the obligation, to use the Submissions or any part or parts thereof in connection with its products or services. **Any Submissions shall be deemed to be the sole and exclusive property of BeeMaid and are deemed to be made without expectation of remuneration or compensation.**

With respect to any Materials submitted to BeeMaid in connection with the **Sweet Idea** program, including without limitation through the Site, the Materials are submitted on the following basis and are deemed to include a **royalty-free, perpetual, irrevocable, non-exclusive right and world-wide license** for BeeMaid to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, amend, modify, adapt, or create derivative works, transmit, publicly perform, create compilations, translate and display the Materials, in whole or in part, or incorporate such Materials in any form, medium or technology now known or later developed. BeeMaid shall have the right, but not the obligation, to use the Materials or any part or parts thereof in connection with its products or services.

For the purposes of this Agreement, Materials shall include any drawings, plans, specifications, records, photographs, documents, or other expressions of ideas that may be submitted in connection with the **Sweet Idea** program.

2. Representations Concerning Submissions. In making any Submission to BeeMaid in connection with the **Sweet Idea** program, you hereby represent, warrant and confirm to BeeMaid that:

(a) you have full right and authority to submit the Submission and/or Materials to BeeMaid under this Agreement and to grant to BeeMaid the rights set forth herein;

(b) the Submission and the Materials, and the provision of same to BeeMaid for its use as set out in this Agreement, do not violate the rights of any third party;

(c) that the Submissions and Materials do not comprise or infringe any intellectual property owned by other persons to the best of your knowledge, information and belief;

(d) that you have not worked with or collaborated on the Submission or Materials with others or used any trade secret, confidential or proprietary information belonging to any third party in developing, making or conceiving the Submission or Materials;

(e) you have obtained all necessary consents and approvals, if any, to provide the Submission and/or Materials to Bee Maid for its use as set out in this Agreement;

(f) you have not granted a right, license, option, sublicense or security interest in or to the Submission or the Materials to any third party;

(f) that any and all moral rights in and to the Submissions and the Materials existing under applicable copyright laws have been waived to allow BeeMaid to use, amend, modify or create derivative works from the Submissions and the Materials;

(g) that the Submissions and Materials are new and original, to the best of your knowledge, and you have not used any trade secret, confidential or proprietary information belonging to any third party in developing, making or conceiving the Submissions and Materials; and

(h) that there are no claims, suits, proceedings or demands, pending or threatened, to the best of your knowledge with respect to the subject matter of the Submission and/or the Materials.

3. Prohibited Conduct. With respect to the Submissions and the Materials, you shall not submit to BeeMaid any information which:

(a) libels, defames, invades privacy, or is obscene, pornographic, abusive or threatening;

(b) infringes any right of any entity or person, including, but not limited to violating any person's intellectual property rights such as patent rights, copyright, trade-mark rights or trade secret rights;

(c) violates any law;

(d) advocates illegal activity.

4. Privacy Policy. Please see BeeMaid's Privacy Policy on the Site for a summary of BeeMaid's personal information collection and use practices. By clicking on the "I Agree" button below, you are consenting to the collection of your personal information as set out in the Submission Form for use by BeeMaid in order to process and analyze your submission request.

5. Assumption of Risk. You use the internet solely at your own risk and subject to all applicable laws and regulations. While BeeMaid has endeavoured to create a secure and reliable website, you are advised that the confidentiality of any communication or Material transmitted to/from a website over the Internet cannot be guaranteed. Accordingly, BeeMaid is not responsible for the security of any information transmitted via the Internet. BeeMaid shall have not liability for interruptions or omissions in the Internet and you assume the sole and complete risk of using the Site.

6. Enforcing Security. Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. BeeMaid reserves the right but not the duty to view, monitor and record activity on the Site without notice or further permission.

7. Links to Other Websites. BeeMaid, in its discretion, may provide links on its Site to other Internet websites. These links do not imply an endorsement by BeeMaid of any third party or website or the products or services provided by a third party. BeeMaid is not responsible for the content, accuracy, or opinions expressed on such linked websites, and such websites are not investigated, monitored or checked by BeeMaid for security, safety, accuracy or completeness. If you decide to leave BeeMaid's Site and access these third party websites, you do so at your own risk.

8. Non-Transferable. Your right to use the Site is not assignable or transferable.

9. Disclaimer. THE SITE IS PROVIDED ON AN "AS IS" BASIS, AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). BEEMAID DOES NOT WARRANT THAT THE SITE WILL BE ERROR FREE OR THAT USE WILL BE UNINTERRUPTED. BEEMAID SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PROVIDED ON LINKED WEBSITES OR FOR ANY INFORMATION PROVIDED BY THIRD PARTIES. NEITHER BEEMAID NOR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT BEEMAID WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING FROM OR ATTRIBUTABLE TO USE OF THE SITE OR THE SUBMISSIONS OR MATERIALS PROVIDED TO BEEMAID HEREUNDER.

10. Indemnity. You agree to indemnify and hold BeeMaid, its directors, officers, employees and agents, harmless from and against any damages, liabilities, costs and expenses (including reasonable professional fees and court costs) arising out of any breach of any representation or warranty of this Agreement by you or any breach by you of this Agreement.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba applicable hereto and the parties irrevocably attorn to the jurisdiction of the courts of Manitoba with respect to any dispute relating hereto.

12. Waiver. Failure to insist on strict performance of any terms and conditions of this Submission Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by BeeMaid of any rights under this Submission Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

13. Nature of Relationship. No joint venture, partnership, employment, or agency relationship exists between you and BeeMaid as a result of this Submission Agreement or your use of the Site. If any provision of this Submission Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Submission Agreement shall continue in full force and effect.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the making of Submissions and the submission of Materials to the **Sweet Idea** program, unless additional terms are expressly stated as such and are agreed to by both parties in writing.

15. Acknowledgement and Agreement. You hereby acknowledge that you have read this Submission Agreement, understand it and agree to be bound by its terms and conditions, and that this Submission Agreement may be validly executed by clicking "I Agree" below.

BeeMaid will retain a copy of this Submission Agreement to which you agreed at the time of your provision of a Submission and/or Materials. Please print a copy of this Agreement for your records.