

The following is to certify the obligation to _____,
(your company name)
its employees, affiliates and associates, herein referred to as “the obliged,” concerning the use of the invention of “t’latte” (the concept), for the implementation of said invention, with the following provisions/stipulations:

- the obliged acknowledges the representative and signee of this document as an official representative of the obliged with all necessary and appropriate authority to make such legally binding agreements as included herein.
- the obliged shall guarantee that products manufactured by the obliged in support of the concept be free of manufacturer defects, that all products adhere to necessary and applicable standards, and that all manufacturing be done in accordance to the strictest of international labour and environmental laws; ensuring that no minors are involved and that the best possible environmental practices are being used.
- the obliged, shall be entitled to receive not less than \$0.05 (CDN) for each product made by the obliged in support of the concept, to be held for use as determined by a committee of not less than three (3) representatives from various occupations within the obliged body corporate, not including executives/owners and with not more than one (1) manager representative, as chosen annually by the employees of the obliged, except in such circumstances where the obliged is small enough that its entire body corporate consists of three people or less whereby said fund shall be administered by the obliged, and in cases where the obliged is a franchising body the respective franchisee shall receive their own respective share of said fund to be administered as noted within the respective franchise and the obliged shall remain responsible for the assurance of said royalties through its respective franchises.
- **mirth manufacturing concern** shall receive \$0.10 (CDN) per “t’latte” related product manufactured by the obliged in support of the “t’latte” process, and intellectual property related thereto.
- the obliged, shall recognize Garth Whelen’s “creator” credit for the concept, in all present and future negotiations, as acknowledged by **mirth manufacturing concern**, official licensee of the “t’latte” concept.
- the obliged, shall receive a complimentary Class D Membership for **mirth manufacturing concern**, effective for as long as the obliged continues to produce goods in support of the “t’latte” invention.
- the obliged, shall be responsible to ensure that no attempt will be made to circumvent the above noted royalty requirements, and that no disclosure shall be made, nor attempt to produce products by any such party, should any such party decide to terminate this agreement or their relationship for any reason.
- **mirth manufacturing concern** makes no guarantees of employment to the obliged, in regards to the concept or other projects of **mirth manufacturing concern**, and refers all such matters to the applicable Project Manager.
- **mirth manufacturing concern** makes no guarantees of project budget, timeline, or total royalty agreement value due to the unknown nature of the economic environment. The obliged shall remit remunerations as applicable without delay, and shall lend itself to third party auditing of related finances at the request/expense of **mirth manufacturing concern**.

acknowledged by official representative of the obliged, _____,
(your company name)
its employees, affiliates and associates:

(name of the obliged representative) _____
(the obliged’s signature) _____
(date)

acknowledged by **mirth manufacturing concern** (minimum 2 directors required)

Garth Whelen
(name of mmc director) _____
(the mmc director’s signature) _____
(date)

(name of mmc director) _____
(the mmc director’s signature) _____
(date)

(name of mmc director) _____
(the mmc director’s signature) _____
(date)