USE-OF-LOGO MUTUAL AGREEMENT

Parties

This USE-OF-LOGO MUTUAL AGREEMENT (the "Agreement") dated this _____ day of
_____, _____ **(**"Effective Date") is by and between: Hispanotech.ca
("Organization") with address 77 Winston Park Blvd, Toronto, Ontario M3K1C2, and
_____ ("Partner") with address _____,
both collectively referred to as the "Parties".

Grant of License

In consideration of, and as a condition agreed by the Organization and Partner, the Parties
hereby grant each other the non-transferable, non-exclusive right to use each other's respective
"Logos" on their official websites.

In addition, the Parties hereby grant each other the right to hyperlink the other Party's Logos to
their respective official website, according to the terms set out below.

Definition

"Logos" are the logotypes and marketing material as specified by each Party from time to time.

Term of license

The license granted by this Agreement shall start on the Effective Date, listed above, and
continue until terminated as provided below.

Limitations on License

The parties agree to comply with the following conditions of the license granted by this
Agreement:

1. The Parties may only use each other's Logos in strict conformity with the standards as set
   out by each party.

2. The license granted by this Agreement is non-sublicensable. Nothing in this Agreement
   grants either Party, or authorizes either Party to grant it to any other person, firm or
   corporation, any right to use the Logos in any way or by any means or manner.

3. The Parties acknowledge each other's exclusive right, title, and interest in and to the
   trademark rights in their respective Logos. The Parties agree that they shall not acquire
   any right of any kind in the Logos as a result of their use of it.

4. The Parties agree that they shall not, directly or indirectly, during the term of this Agreement or thereafter: (i) use the Logos in any manner likely to diminish its commercial value.

5. The Parties acknowledge each Party's exclusive right, title and interest in and to the copyright in their respective Logos.

6. All materials, if any, provided by the disclosing Parties under this Agreement, and all proprietary rights in and to all such materials shall remain the sole and exclusive property of the disclosing Parties, subject only to the non-exclusive rights granted under this Agreement.

Termination

7. The Parties may, under their sole discretions, terminate this Agreement or modify the license to use the Logos by updating the terms and conditions or by notifying via email. Upon termination of this Agreement, the Parties shall immediately cease any and all use of the Logos or any trademarks confusingly similar to the Logos and marketing material.

General Provisions

8. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.

9. Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

10. Governing Law: This Agreement shall be governed by the laws in force in the Province of Ontario and the parties hereby agree to attorn to the jurisdiction of the courts therein.

11. The Parties hereby represent and warrant to each other that they (a) have the right, power and authority to enter into this Agreement and to perform their obligations as set forth herein; (b) are under no obligation or restriction that does or would interfere or conflict with their obligations under this Agreement, nor will they assume any such obligations or restrictions during the term hereof; and (c) the information provided in connection with this Agreement is true, correct and complete.

In witness to their agreement to the terms of this contract, the Parties affix their signatures below.

For Hispanotech.ca: For Partner:

Name _____   Name _____

Position _____   Position _____

Signature _____   Signature _____