



Certification Mark License Agreement – India

Published December 6, 2021 by Alicia Duffy.

This Certification Mark License Agreement is made this **14** day of **October, 2022**, by and between People for the Ethical Treatment of Animals, Inc. (PETA) (hereinafter referred to as “the Licensor”), and

Niktri Endeavours (OPC) Private Limited

(hereinafter referred to as “the Licensee”).

WITNESSETH:

WHEREAS the Licensor is the owner of the certification marks and designs (“the Certification Mark”), attached as Exhibit A, and is willing to license use of the Certification Mark to the Licensee according to the terms of this Agreement, and

WHEREAS the Licensee wishes to license and use the Certification Mark in all countries of the world (“the Territory”) according to the terms of this Agreement,

NOW, THEREFORE, in consideration of the above and other valuable consideration, the receipt and sufficiency of which the

parties acknowledge, the parties agree as follows:

1. License. The Licensor grants to the Licensee the non-exclusive, nontransferable license to use the Certification Mark in the Territory in connection with the vegan goods and products which do not contain any animal-derived elements (“Products”) described in the Statement of Assurance and Questionnaire attached as Exhibit B.

2. Use of Certification Mark. The Licensee may use the Certification Mark with the Products in accordance with the following terms and conditions:

(a) The Licensee may apply the Certification Mark to the Products and the Products’ packaging, display, and advertising material solely in accordance with the Licensor’s PETA-Approved Vegan Overview and Style Guide, which the Licensor will update from time to time (the “Style Guide”). The Licensee may also use the Certification Mark on its website, social networking sites, literature, shop window, and display the Certification Mark in-store in reference to vegan products only, solely in accordance with the Style Guide. The Licensee shall provide the Licensor, upon the Licensor’s request, with samples of all Products and the packaging, labels, advertising, and other materials containing the Certification Mark and used or intended for use with the Products.

(b) The Licensee shall not alter or amend the Certification Mark, nor shall any other drawing, symbol, or words be placed on or in any way adjacent to the Certification Mark to suggest that such drawing, symbol, or words are part of or associated with the Certification Mark.

(c) The Licensee represents and warrants that it will ensure all persons selling or promoting the Products understand and agree that they are not authorized to use the Certification Mark in any manner except to the extent necessary to display the Product and the Products’ packaging, display, and advertising material bearing the Certification Mark, and agrees to notify the Licensor of any unauthorized use of the Certification Mark by any promoter or seller.

(d) The Licensee shall comply with all laws relating to the Products on which it uses the Certification Mark and will cooperate with the Licensor to execute any necessary documents requested by the Licensor to retain, enforce, or defend the Certification Mark.

3. Annual Certification Fee. Licensee shall pay to Licensor a certification fee in the amount corresponding to Licensee’s

annual revenue as set forth in the table below before execution of this Agreement and annually thereafter upon automatic renewal of the Term. Licensee shall notify Licensor before renewal in the event Licensee's annual revenue at the time of renewal would subject Licensee to a different annual certification fee, and understands and agrees that Licensee's failure to do so constitutes a material breach of this Agreement. Licensee shall provide Licensor with Licensee's latest financial report demonstrating its annual revenue upon Licensor's request, and understands and agrees that Licensee's failure to comply with Licensor's request constitutes a material breach of this Agreement. If Licensee pays the initial certification fee with a credit card or by using PayPal or some other electronic money transfer service accepted by Licensor, then Licensee hereby authorizes the Licensor to charge annual certification fees to the same credit card, PayPal or electronic money transfer service account upon automatic renewal of the Term. Licensee represents and warrants that it will notify the Licensor if the credit card, PayPal or other electronic money transfer service account has insufficient funds to cover any annual certification fee, expires or is canceled, deactivated, or replaced, or otherwise cannot be used by Licensor to charge any annual certification fee. This Agreement shall terminate without notice in the event Licensor fails to pay any certification fee.

Annual Revenue	Annual Certification Fee (INR)
Up to ₹ 1,000,000	₹ 3,500
₹ 1,000,001 - ₹ 4,000,000	₹ 7,500
₹ 4,000,001 - ₹ 8,000,000	₹ 15,000
₹ 8,000,001 - ₹ 15,000,000	₹ 23,000
₹ 15,000,001 - ₹ 23,000,000	₹ 30,000
₹ 23,000,001 - ₹ 38,000,000	₹ 45,000
₹ 38,000,001 - ₹ 76,000,000	₹ 76,000
₹ 76,000,001 - ₹ 760,000,000	₹ 190,000

4. Indemnity. The Licensor assumes no liability to the Licensee or to third parties with respect to the performance characteristics of the Product(s) manufactured or sold by the Licensee under the Certification Mark or to the use of the Certification Mark in the Territory, and the Licensee hereby indemnifies and holds harmless the Licensor against all losses, damages, and expenses, including attorneys' fees, incurred as a result of or related to claims of third persons involving the manufacture or sale of the Product(s) or use of the Certification Mark.

5. Term and Termination. This Agreement shall remain in full force and effect for one year so long as the Licensee is in compliance with the standards detailed in Exhibit B, as determined by Licensor in its sole and absolute discretion, unless the Agreement is terminated earlier as provided herein or in paragraph 3 (the "Term"). The Term shall automatically renew for successive one year terms upon Licensee's payment of the annual certification fee unless the Licensee notifies the Licensor in writing that Licensee does not wish that the Term automatically renew no less than seven (7) days prior to the expiration of the Term.

The Licensee shall immediately notify the Licensor of any noncompliance. The Licensor shall have the right to terminate this Agreement forthwith upon notice to the Licensee that, in the Licensor's sole discretion, the Licensee has materially breached this Agreement, including, without limitation, because the Licensee's Product(s) bearing the Certification Mark have ceased to satisfy the requirements of this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement without cause upon 30 days notice to the other party.

If the Licensee makes any assignment of assets or business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct its business or affairs; or if it is adjudged in any legal proceeding to be either voluntary or involuntary bankrupt; or if at any time during the term of this Agreement, the Licensee's management personnel changes in such a way as to negatively impact the Licensee's operation; or if any part or all the shares of the Licensee's stock shall be transferred by sale, assignment, merger, or operation of law so that more than twenty-five percent (25%) of the Licensee's stock is transferred, then all the rights granted herein shall cease and terminate without prior notice or legal action by the Licensor.

Upon the termination of this Agreement, all rights granted to the Licensee shall cease, except to the extent necessary to enable the Licensee to dispose of any remaining stock or inventory bearing the Certification Mark; however, in no event shall

the Licensee distribute or market any Product(s) with the Certification Mark more than three (3) months after the termination of this Agreement. The Licensor may seek an injunction or utilize any other legal or equitable remedy to enforce this Agreement.

6. Ownership of the Certification Mark. The Licensee acknowledges the Licensor's exclusive right, title, and interest in the Certification Mark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. In connection with the use of the Certification Mark, the Licensee shall not in any manner represent that it has any ownership of the Certification Mark or registration thereof, and the Licensee acknowledges that use of the Certification Mark shall not create in the Licensee's favor any right, title, or interest in or to the Certification Mark. Licensee shall at no time adopt or use, without the Licensor's prior written consent, any work or mark that is likely to be similar to or confused with the Certification Mark.

7. General Provisions. This Agreement shall be subject to the following general terms and conditions:

(a) The Licensee shall notify the Licensor of any supplier or manufacturer involved in supplying or manufacturing the Products or components of the Products and provide the Licensor with a representation and warranty from the supplier or manufacturer, in the approved form supplied by the Licensor, that the supplier or manufacturer did not use any animal-derived elements to supply or manufacture the Products or components of the Products.

(b) Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at the address shown below, or at such other address as may be furnished in writing to the notifying party.

(c) The Licensor reserves the right to refuse to issue a license to any individual, company, or other entity.

(d) It is understood by the Licensee that if it obtains a license hereunder and subsequently has the license terminated for failure to comply with this Agreement, the Licensor shall have the right to publish the fact that the Licensee lost its right to the Certification Mark and the reasons for the loss.

(e) This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements, and understandings between them relating to this subject matter.

(f) This Agreement shall not be modified except in a writing executed by both parties.

(g) The individual executing this Agreement hereby covenants that he or she is authorized to enter into this Agreement on behalf of the Licensee and that the Licensee has the full right, power, and authority to enter into this Agreement.

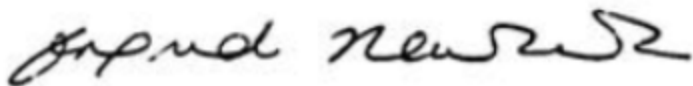
(h) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and any proceedings to enforce or interpret the terms hereof may be brought only in Norfolk, Virginia, USA.

8. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Agreement may be signed using electronic means, including but not limited to by SuperSignature and/or DocuSign, and electronic signatures shall be binding on all parties and have the same effect as original signatures.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

LICENSOR:

PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS, INC.

By: 

Name: Ingrid Newkirk

Title: President

Address: 501 Front St

Norfolk, VA 23510

Date: 10/14/2022