

## Certification Mark License Agreement

**This Certification Mark License Agreement** is made this 12 day of January, 2018, by and between People for the Ethical Treatment of Animals India (hereinafter referred to as “the Licensor”), and Malai biomaterials design pvt.ltd. (hereinafter referred to as “the Licensee”).

### Witnesseth:

**WHEREAS** the Licensor has the authority to license the use of the certification mark and design (“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. 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. 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 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. Promotions.** Licensor shall promote Licensee's Product(s) and its use of the Certification Mark on Licensor's website and social media pages by running a contest on Licensor's website enabling participants to win Licensee's Product(s) and perhaps at other times. The nature and duration of the contest and other promotions by Licensor shall be in Licensor's sole discretion. Licensee shall promote its association with Licensor and use of the Certification Mark on its website and social media pages. The nature and duration of promotions by Licensee shall be in Licensee's sole discretion. Licensee will donate a prize or prizes for the contest and permit Licensor to use its corporate logo—which it shall provide to Licensor—in connection with the promotions.

**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. Registration Fees.** Licensee shall, upon execution of the Agreement, remit the one-time registration fee of Rs. One Thousand (INR 1,000.00). The fee can be sent along with a note stating it is for the "PETA Approved" logo via cheque or demand draft made out to "PETA India". It can be sent to c/o Monish Raut, PO Box 28260, Juhu, Mumbai, 400 049.

**6. Term and Termination.** This Agreement shall remain in full force and effect for as long as the Licensee is in compliance with the standards detailed in Exhibit B to this Agreement, unless the Agreement is terminated as provided herein. 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'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.

**7. 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.

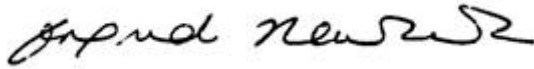
**8. General Provisions.** This Agreement shall be subject to the following general terms and conditions:

- (a) 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.
- (b) The Licensor reserves the right to refuse to issue a license to any individual, company, or other entity.
- (c) 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.
- (d) This Agreement and the exhibits attached hereto contain the entire Agreement between the parties.
- (e) This Agreement shall not be modified except in a writing executed by both parties.
- (f) 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.
- (g) This Agreement shall be construed in accordance with the laws of India and any proceedings to enforce or interpret the terms hereof may be brought only in Mumbai, India.

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

**LICENSOR:**

**PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS INDIA**



**By:** \_\_\_\_\_

**Name:** Ingrid Newkirk

**Title:** Director

**Date:** \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Zuzana Gombosova

**Title:** Co-founder

**Date:** 12/1/2018

**Address:** C/o Bincy Vinod, Chengandakariyil

Trirunalloor P.O., Cherthala, 688524, Kerala, India

EXHIBIT A

{ *PETA* - APPROVED  
VEGAN }