

Certification Mark License Agreement

This **Certification Mark License Agreement** is made this 25th day of May, 2017, by and between People for the Ethical Treatment of Animals, Inc. (hereinafter referred to as "the Licenser"), and _____econscious - subsidiary of GMPC, LLC _____ (hereinafter referred to as "the Licensee").

Witnesseth:

WHEREAS the Licenser is the owner 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 Licenser 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 Licenser, upon the Licenser'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 Licenser to execute any necessary documents requested by the Licenser to retain, enforce, or defend the Certification Mark.

3. 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.

4. 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.

5. 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.

6. 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 the Commonwealth of Virginia and any proceedings to enforce or interpret the terms hereof may be brought only in Norfolk, Virginia, USA.

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

LICENSOR: PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS, INC.

By: Ingrid Newkirk

Name: Ingrid Newkirk

Title: President

Address: 501 Front Street
Norfolk, VA 23510

Date: May 25, 2017

LICENSEE:

By: Kit Anderson (sig)

Name: Kit Anderson

Title: Production manager

Address: 2180 So. McDowell Blvd.
Petaluma, Ca 94954

Date: 5/25/17

EXHIBIT A



{ *PETA* - APPROVED
VEGAN }



'PETA-Approved Vegan' Logo

About the Logo

- Designed specifically for clothing and accessory companies as an opportunity to showcase cruelty-free items and raise awareness
- Consumer-friendly: We hear from consumers every day who want to be able to identify cruelty-free products at a glance while shopping, and the use of our logo is the perfect way to reach them.
- Available for use free of charge

Logo Placement Options

Print

- **Labels/tags:** Clothing and accessories, including furniture and home decor
- **Marketing materials:** In-store signs and banners, business and other cards, paperwork, and/or stickers in packaging materials
- **Gift cards**

Online

- Website (e.g., homepage, various webpages)
- Blog
- Monthly newsletter and e-mails
- Social media channels

Popularity

Hundreds of retailers are authorized to use the "PETA-Approved Vegan" logo, including [Vaute Couture](#), [Freedom of Animals](#), [Cri de Coeur](#), [Esprit](#), and Pamela Anderson's company, [Pammies Life](#). In a news release, Esprit's global business manager said, "We are happy about the opportunity to work with PETA on more transparency in textile labelling and thus better inform our conscious consumers. It is a great accomplishment for Esprit to be able to transfer the philosophy of appealing vegan fashion to a commercial lifestyle product and we thank PETA for their support".



PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

Washington, D.C.

1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles

2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk

501 Front St.
Norfolk, VA 23510
757-622-PETA

Oakland

554 Grand Ave.
Oakland, CA 94610
510-763-PETA

info@peta.org
PETA.org

Affiliates:

- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)



STATEMENT OF ASSURANCE

The undersigned company attests that from the 22 day of MAY, 2017, the Certification Mark will only be used in connection with vegan clothing/accessory/sports/home furnishing products. The company agrees to contact PETA if there is any question as to whether a product is vegan prior to using the Certification Mark in each instance.

The undersigned hereby confirms that he or she is the authorized agent of the company with full authority to execute and ensure compliance with this statement of assurance.

econscious

Full Legal Name of Business

2180 So. McDowell Blvd.
Petaluma, CA 94954

Complete Address

Kit Anderson

Production Manager

Printed Name

Title

Signature of Authorized Representative

www.econscious.net

5/22/17

Web Address

Date

(707) 766-1702, x118

kit@gmpc.com

Telephone/Fax

Contact's E-mail

Definitions

- a. **Company:** As used in this statement of assurance, "company" means the corporation, partnership, or other legal organization that has separate existence and can function legally, including, without limitation, its subsidiaries, divisions, agents, and employees.
- b. **Vegan:** As used in this statement of assurance, "vegan" means no animal-derived products, including but not limited to fur, leather, silk, down or wool.
- c. **Clothing/Accessory/Sports/Home Furnishing Products:** As used in this statement of assurance "Clothing/Accessory/Sports/Home Furnishing Products" means products identified as such in the Questionnaire. To avoid doubt, Clothing/Accessory Products do not include cosmetics, household products such as cleaners or food products.

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Info@peta.org

PETA.org

Affiliates

- PETA Foundation (U.S.)
- PETA Asia Pacific
- PETA India
- PETA Germany
- PETA Switzerland



"PETA-Approved Vegan" Logo Questionnaire

PEOPLE FOR
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Is your company a manufacturer, distributor, or both?

Both

How is your company organized: sole proprietorship, corporation, limited liability corporation, or partnership?

LLC

Is your company a parent company or subsidiary of another company? If so, please name your parent or subsidiary company.

Subsidiary of GMPC, LLC

What types of products does your company produce?

☒ Clothing

☐ Jewelry

☐ Shoes

☒ Handbags

☐ Wallets

☐ Home Furnishings

☐ Belts

☒ Other:

Headwear

Where are your products available?

☐ Department Stores

☐ Drugstores

☐ Boutiques

☐ Mail Order

☒ Online

☐ Specialty Stores

☐ Your Own Stores

☒ Other (please specify):

www.econscious.net/ amazon

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I am authorized to complete this questionnaire on behalf of the company named below:

Full Legal Name of Company: econscious

Full Address: 2180 So. McDowell Blvd.
Petaluma, CA 94954

Name: Kit Anderson

Title: Production Manager

Public E-mail: info@econscious.net

Contact's E-mail: kit@gmpc.com

Tel.: (707) 766-1702, x118

Fax: _____

Signature: _____

Date: 5/22/17

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• PETA - Europe

• PETA - India

• PETA - Japan

• PETA - Korea

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