

SCHEDULE IV

CERTIFICATION MARKS LICENCE AGREEMENT

User Licence Number: _____

This Licence, effective as of the date of full execution, is by and between Tea Board, India, a statutory body created by authority of the Government of India, B.T.M. Sarani (Brabourne Road), PO Box No 2172, Calcutta, India ("Licensor"), on the one hand, and _____ (name) doing business at _____ ("Licencee"), on the other hand.

WHEREAS the Licensor is the owner of the Certification Marks DARJEELING (word) Australian Application/Registration No. 998592 and "DARJEELING Logo", Australian Application/Registration No. 998593 in class 30 and any reference to 'Regulations' in this Licence is a reference to the Regulations governing the use of these Certification Marks;

WHEREAS the Licencee has applied to the Licensor for a Licence entitling Licencee to use the Certification Marks subject to Licencee's compliance with the said Regulations or any modification thereof, and the terms hereof;

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained, the Licensor hereby agrees to permit Licencee to use the Certification Marks in respect of DARJEELING tea which meets the criteria set out in Section 3 of the Regulations.

1. INCORPORATION OF THE REGULATIONS

The Regulations, including all definitions set forth therein, are hereby incorporated by reference. By execution of this Licence, Licencee agrees to abide by the terms of the Regulations and the terms of the Regulations shall be deemed terms of this Licence.

2. OBLIGATIONS AND ACKNOWLEDGEMENTS OF LICENCEE

2.1 Licencee shall display its User Licence Number on all packets and packaging materials containing DARJEELING tea.

- 2.2 Licencee undertakes and guarantees that the use of the Certification Marks shall be subject to the requirements set forth by the Proprietor in the Regulations.
- 2.3 Licencee shall not use the Certification Marks in a manner which is deceptive or which could bring them into disrepute.
- 2.3 Licencee will refrain from using or registering the Certifications Marks as trademarks or as part of trademarks or trade name.
- 2.5 Licencee undertakes that it will not claim or cause, permit suffer or assist others to claim any interest in the Certification Marks
- 2.6 Licencee acknowledges that any and all rights created by the use of the Certification Marks are the sole property of the Proprietor.

3. LICENCE FEE

Licencee agrees to pay to the Licensor Licence fee as indicated in Schedule V to these Regulations.

4. DURATION

This Agreement shall come into force from the date hereof and shall continue for as long as Licencee is in conformance with the terms of this Licence.

5. BREACH

Licencee shall be responsible for the consequences of any breach of this Licence on its part, and shall be fully liable for any damages that may result from such breach of this Licence.

6. TERMINATION

In the event of the Licensor terminating the Licence pursuant to the Regulations, all items bearing or indicating the Certification Mark, and all blocks for making the same, shall forthwith be delivered to the Licensor for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Licensor) shall be given of this having been done. After the termination, the Licencee shall not sell or expose for sale, any goods bearing the Certification Marks except with the consent of the Licensor.

7. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS

- 7.1 Licencees undertake to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Certification Marks, registration or attempted registration of a trademark identical with or similar to the Certification Marks. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Licencee agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Proprietor shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Certification Marks or any mark similar thereto.
- 7.2 If the Licencee or any of its customers is sued as a direct result of use of the Certification Marks, the Licencee, on service upon it of any notice of any such claim, shall forthwith give the Proprietor written notice thereof and of all particulars thereof and the Proprietor shall have the right to participate in the defense of such suit by its own counsel and at its own expense.

8. MISCELLANEOUS PROVISIONS

- 8.1 If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.
- 8.2 This Licence shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF, the parties have executed this Licence effective as of the last date set forth below:

Tea Board, India

Title: _____

Title: _____

Date: _____

Date: _____