

LICENSE AGREEMENT TO USE THE DARJEELING CERTIFICATION MARKS

User License Number:

This License, 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, and doing business at 350 5th Avenue, Empire State Building, Suite No. 607, New York, New York 10118 ("Licensor"), on the one hand, and _____, a seller of DARJEELING tea, doing business at _____ ("Licensee"), on the other hand.

WHEREAS the Licensor is the owner of the Certification Marks, as defined in the Regulations Governing The Use of The DARJEELING Certification Marks (the "Regulations"), a copy of which are attached hereto as Exhibit A.

WHEREAS the Licensee has applied to the Licensor for a license entitling Licensee to use the Certification Marks subject to Licensee'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 Licensee to use the Certification Marks in respect of the licensed goods.

1. INCORPORATION OF THE REGULATIONS

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

2. LICENSEE REPRESENTATIONS

Licensee is an Importer (as such term is defined in the Regulations) of DARJEELING tea into the United States, and imported approximately _____ kilograms of DARJEELING tea to the United States in _____.

3. DISPLAY OF USER LICENSE NUMBER, NOTICE AND USE OF CERTIFICATION MARKS

Licensee shall display its User License Number on all outer retail packaging for DARJEELING tea (but is not required on individual packets or teatab tabs), along with

the statement, "Darjeeling - Registered Certification Marks of Tea Board, India." This statement and the User License Number can be put on the side panel of, or elsewhere on, retail packaging bearing the DARJEELING certification marks. As set forth in Section 5.5 of the Regulations, Licensee is entitled to use the Certification Marks in, and in connection with, its marketing and advertising (including, without limitation, in point of sale materials and any formal product images) of DARJEELING tea that is compliance with the Regulations and sold pursuant to this license agreement.

4. LICENSE FEE

In consideration of the rights of licensed use, the Licensor may charge licence fees towards its costs in managing the Certification Mark scheme including, without limitation, costs incurred in promoting the Certification Mark. Importers will pay an annual licence fee as determined by the Licensor from time to time. As of the date of execution of this Agreement, Licensee shall pay the following fee:

In US \$:	One time registration \$ 50 Annual Fees - 1.0 US Cent per kilo of teas purchased.
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The use fees shall be paid by Licensee to the Licensor at the beginning of each year based on average purchases of Licensee over last three years. A reconciliation shall occur at the end of each year, at the time of renewal of the license, based on the actual quantities sold by the Licensee and calculated at the applicable rate

The Licensor has the power to revise the use fees upwards by giving six months' notice in writing to the Licensee, provided two years have elapsed following the effective date of the license. The Licensor will act fairly in determining the amount of use fees as it is a non profit-making body.

5. DURATION

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

6. BREACH

Licensee shall be responsible for the direct consequences of any breach of this License on its part, and shall be fully liable for any damages that may result from such breach of

this License.

7. TERMINATION

In the event of the Licensor terminating the License pursuant to the Regulations, subject to any additional time periods set forth in the Regulations and to any legal or regulatory requirements that may necessitate retention of any items or blocks bearing or indicating the Certification Mark, provided that such items or blocks should not be subject to any commercial purpose, all items bearing or indicating the Certification Mark, and all blocks for making the same, shall be forthwith delivered to the Licensor for the purpose of being destroyed, or else satisfactory proof (in the reasonable opinion of Licensor) shall be given of this having been done. After the termination and the expiration of any additional periods set forth in this License or in the Regulations, the Licensee shall not sell or offer for sale, any goods bearing the Certification Mark except with the consent of the Licensor. Licensee may terminate this License upon written notice to Licensor.

8. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS

8.1 Licensees undertake to bring to the notice of the Licensor 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 Licensor undertaking any opposition to or any action to restrain or punish such act or acts, the Licensee agrees to co-operate fully and freely with the Licensor and undertakes to do all such acts and things as the Licensor shall reasonably require to assist the Licensor in any legal proceedings in respect of infringement or use or registration of the Certification Marks or any mark similar thereto.

8.2 If the Licensee or any of its customers is sued as a direct result of use of the Certification Marks, the Licensee, on service upon it of any notice of any such claim, shall forthwith give the Licensor written notice thereof and of all particulars thereof and the Licensor shall have the right to participate in the defense of such suit by its own counsel and at its own expense.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 This License shall be governed by and construed in accordance with the laws of the State of New York and the United States of America.

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

The Tea Board of India

Title: _____

Date: _____

Title: _____

Date: _____

NON-IMPORTER LICENSE TO USE THE DARJEELING CERTIFICATION MARKS

User License Number:

This License, 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 _____, a seller of DARJEELING tea, doing business at _____ ("Licensee"), on the other hand.

1. INCORPORATION OF THE REGULATIONS

The Regulations Governing The Use of The DARJEELING Certification Marks (the "Regulations"), a copy of which is attached hereto as Exhibit A, including all definitions set forth therein, are hereby incorporated by reference. By execution of this License, Licensee agrees to abide by the terms of the Regulations and the terms of the Regulations shall be deemed terms of this License.

2. LICENSEE REPRESENTATIONS

- 2.1 Licensee is a seller of DARJEELING tea in the United States and sells approximately _____ kilograms of DARJEELING tea annually in the United States;
- 2.2 Licensee purchases all of its inventory of DARJEELING tea from the following seller(s): _____ (the "Endorsed Seller(s)"). If Licensee wishes to purchase tea from a seller other than the Endorsed Seller and that is a seller of DARJEELING tea duly authorized by Licensor (an "Authorized Seller"), Licensee shall notify Licensor and this License shall be modified to add such Authorized Seller as an Endorsed Seller. Licensor may not refuse a request by Licensee to modify this License to add an Authorized Seller as an Endorsed Seller.

3. USE OF THE CERTIFICATION MARKS

Licensee must use the Certification Marks pursuant to the terms of the Regulations. Subject to the terms of this License, Licensee may reasonably rely on the representation of its Endorsed Seller(s) that tea is DARJEELING tea if the Endorsed Seller (a) actually represents that the tea is genuine DARJEELING tea pursuant to the standards of Licensor or (b) represents to Licensee that the tea is tea that has been represented to the Endorsed Seller(s) to be DARJEELING tea by a seller duly licensed by the Licensor.

4. LICENSE FEE

There is no monetary fee for this License.

5. DURATION

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

6. NON-IMPORTER LICENSE TERMINATION EXCEPTION

Pursuant to Section 7 of the Regulations, if Licensee breaches this License, Licensor may terminate this License by notice in writing to Licensee, except that, if Licensee's breach consists of misuse of the Certification Marks attributable solely to Licensee's good faith reliance on the misrepresentation and/or misstatement of the Endorsed Seller(s) that the tea purchased from the Endorsed Seller(s) is genuine DARJEELING tea, Licensee shall only be required to immediately discontinue use of the Certification Marks in connection with such tea. Failure to immediately discontinue such use of the Certification Marks shall be deemed a breach warranting termination of this License by Licensor.

7. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS

7.1 Licensees 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 trade mark 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 Licensee agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Licensee shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Mark or any mark similar thereto.

7.2 If the Licensee or any of its customers is sued as a direct result of use of the Certification Marks, the Licensee, 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 License shall be governed by and construed in accordance with the laws of the United States of America.

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

The Tea Board of India

Title: _____

Title: _____

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