

License Agreement for Plantricious Certification

This License Agreement for Plantricious Certification (“License Agreement”) is entered into and effective as of [MONTH] [DAY], 202[X] (the date that is further described in Section 3 below), by and between Plantricious, LLC, a Missouri limited liability company (“Plantricious”), and [NAME OF COMPANY], a [LOCATION AND TYPE OF COMPANY], with its registered address at [REGISTERED ADDRESS] (“Company”). Plantricious and Company may also be referred to as a “Party” or jointly as the “Parties.”

Recitals

Plantricious is in the business of (1) reviewing and analyzing food products/formulas (known as “Products” in this License Agreement), (2) certifying qualifying products as Certified Plantricious and/or Plantricious Friendly, and (3) and granting licenses under certain trademarks and service marks of Plantricious to indicate that certain consumer food products meet certain plant nutrition guidelines independently established by Plantricious to further Plantricious’ mission of making it easier for people to make healthy plant-nutritious choices (collectively known as “Plantricious Certification” in this License Agreement);

Company has submitted one or more of its Products to Plantricious for assessment and Plantricious Certification (if they are so qualified as such), and to Food is Good, Inc. (“FIG”) (“Third Party Verifier”) for verification; and

Plantricious and Company desire to enter into this License Agreement to formalize their agreement concerning the submission of Products to Plantricious for the certification process.

Agreement

In consideration of the mutual promises and undertakings contained in this License Agreement, Plantricious and Company agree as follows:

1. **Submission of Products.** Company has submitted and has otherwise made available to Plantricious all documents and information necessary to analyze and determine whether one or more Products of Company qualify for Plantricious Certification.
2. **Payment.** Company shall pay Plantricious and FIG the below fees (“Fees”) as follows:
 - A. **Initial Certification Fee:** Upon submission of the application for certification, Company will pay \$150.00 USD per Product, which includes a \$75.00 fee to FIG for third party verification and a \$75.00 fee to Plantricious to license and use the Plantricious Certification Seal.
 - B. **Variation Fee:** Variations (i.e., size and shape) of a Product (with same ingredients and nutrition facts) will be charged a discounted fee of \$110.00 USD per approved variation, which includes a \$55.00 fee to FIG for third party verification and a \$55.00 fee to Plantricious to license and use the Plantricious Certification Seal.
 - C. **Discounted Fee:** Single ingredient Products will be charged a discounted fee of \$110.00 USD per approved variation which includes a \$55.00 fee to FIG for third party verification and a \$55.00 fee to Plantricious to license and use the Plantricious Certification Seal.

- D. Annual Renewal Fee: Upon each and every subsequent anniversary of Plantricious Certification, Company shall pay the appropriate Fee above, note, however, that pricing for such Renewal Fee is subject to change at the sole and absolute discretion of Plantricious upon at least a fifteen-day written notice to Company.
3. Term. Subject to termination as provided for herein, this License Agreement shall start on the date that the Products were deemed Plantricious Certification (“Effective Date”) and shall continue for one year, and thereafter shall automatically renew on the anniversary of the Effective Date for additional one-year terms until notice of termination is provided by one Party to the other Party (as specified below). See Exhibit A for a list of Company’s Plantricious Certified Products with appropriate designations (i.e., Certified Plantricious and/or Plantricious Friendly).
4. Termination.
- A. Voluntary Termination: Either Party may terminate this License Agreement by providing written notice of such termination to the other Party at least thirty (30) days prior to the annual automatic renewal date.
- B. Involuntary Termination: If at any time during the License Agreement, any Party fails to adhere to the requirements set forth herein, and such failure continues for a period of seven (7) days after receipt of notice of such failure, then non-defaulting Party may terminate this Agreement.
5. Revocation of Certification. Plantricious has the right, in its sole and absolute discretion, to deny Plantricious Certification and/or to revoke its prior Plantricious Certification, at any time, if Company’s Product(s) are deemed by Plantricious as not qualifying to be Certified Plantricious. In the event of any such revocation for a particular Product (as defined below), the License granted to Company pursuant to Section 7 shall terminate immediately effective as of the date of such revocation and Company shall thereafter have no right to use the Plantricious Marks (as defined below) in connection with such particular Product for any purpose, whatsoever. In the event of such revocation, Company shall take immediate steps to remove all Plantricious Marks or other Plantricious Certification references related to the revoked Product(s) and agrees to be subject to Section 7 below.
6. Company’s Representations. Company agrees to, and represents and warrants to Plantricious that:
- A. Company will not label any Company product(s) as being Plantricious Certified unless Products have been qualified by Plantricious and verified by FIG as being Plantricious Certified;
- B. Company will identify and advertise its Products as being Plantricious Certified only as long as the Company and its products remain in compliance with any and all requirements hereunder;
- C. Company has submitted accurate information and formulas to Plantricious in the certification process, and thereafter will maintain the quality, ingredients, contents, and recipes pertaining to Company’s Products which have obtained the Plantricious Certification;
- D. Company shall comply with the Plantricious Guidelines; and

- E. Company will maintain, and provide to, Plantricious (upon written request) any and all information to demonstrate Company's compliance with this License Agreement and Company's Products continuing qualification for Plantricious Certification by Plantricious.
7. Trademarks and Service Marks ("Plantricious Marks").
- A. Subject to the payment of Fees and adherence to the Plantricious Guidelines and the Plantricious Partner Style Guide ("Style Guide"), certification for a particular Product (each a "Certified Product") is effective as of the date Certification is granted. As such, Plantricious hereby grants Company a non-exclusive license to use the Plantricious Marks as set forth in the Style Guide solely on and in connection with such Certified Product.
 - B. Company will seek reasonable written approval for the display of any Plantricious Marks, and thereafter maintain that packaging and labeling of Company's Products (and if Company seeks to change such display of any Plantricious Marks on its packaging or labeling, then the Company will submit such new packaging and labeling to Plantricious for reasonable written approval).
 - C. Company recognizes that the Plantricious Marks and their associated goodwill have great value to Plantricious. Company covenants and agrees that all uses by it of the Plantricious Marks shall inure solely to the benefit of Plantricious and that Company shall not acquire any right, title, or interest in, to, or under the Plantricious Marks as a result of this license or its use of the Plantricious Marks under this Agreement. Company shall not intentionally do, nor shall it knowingly permit to be done, any act that may prejudice, impair, or otherwise adversely affect the Plantricious Marks or the goodwill associated therewith. Company shall not in any way or at any time challenge Plantricious' exclusive ownership of the Plantricious Marks.
 - D. Company acknowledges, understands, and agrees that it shall not perform, do, or cause any act to be done, or fail to take any action, during or after the term of this License Agreement, or assist any third party in performing, doing, or causing any act to be done, which would in any way or manner be detrimental to, injure, disparage, or impair in any way or to any degree: (i) Plantricious' federal, state or common law and other rights in or to the Plantricious Marks; (ii) Plantricious' right, title, interest, and ownership in and to the Plantricious Marks, or (iii) the validity and enforceability of the any of the foregoing.
 - E. Company covenants and agrees that it will use the Plantricious Marks only: (i) in connection with Certified Products; (ii) in a manner and form designed to maintain the high quality of the Plantricious Marks and keeping with the image, reputation and goodwill symbolized by and associated with the Plantricious Marks; and (iii) in a manner and form that protects Plantricious' ownership interest therein.
 - F. In the event that Company becomes aware of threatened, intended, or actual infringement of the Plantricious Marks it will immediately notify Plantricious in writing of such event and will cooperate with Plantricious in the investigation and pursuit of such infringer. Plantricious shall have the sole and absolute discretion to determine how to handle or otherwise deal with any such unauthorized use or suspected infringement or misappropriation, or in defending against any declaratory judgment action alleging

invalidity, unenforceability, or non-infringement of any Plantricious Marks, including the right to settle or otherwise compromise any dispute or lawsuit, and shall retain all damage awards or settlements resulting therefrom.

- G. Upon termination of this License Agreement, all rights of Company under and to the Plantricious Marks granted hereunder shall immediately terminate, and Company shall immediately cease any and all use of the Plantricious Marks, and Company shall have no further right to use the Plantricious Marks anywhere, in any way, or for any purpose, whatsoever. If Company already has Products in production, in its warehouse, or on store shelves that are using the Plantricious Marks, Company shall immediately notify Plantricious in writing of such use, and the Parties shall in good faith negotiate a timeline as to when the Products shall no longer be marked with the Certified Plantricious Seal or the Plantricious Friendly Seal or marketed as Plantricious Certified.
8. Warranties. Plantricious agrees to, and represents and warrants to Company that:
- A. Plantricious will answer customer inquiries regarding Plantricious Certification of Company products in a timely and professional manner;
 - B. Plantricious will not cancel the Plantricious Certification of Company Products arbitrarily, nor raise Fees for the duration of this License Agreement; and
 - C. Plantricious will keep all confidential information about Company and Products in strict confidence in accordance with the Confidentiality Agreement dated [DATE] and signed by the Parties.
9. Choice of Law and Venue. All disputes arising out of or related to this License Agreement, whether based on contract, tort, or any other legal or equitable theory, (a) will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware without reference to conflict of laws principles, and (b) will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. Each Party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.
10. Remedies. The remedies upon default or otherwise set forth in this License Agreement are cumulative and in addition to any other remedy available at law or equity.
11. Attorney's Fees. In any action at law or in equity is necessary to enforce the terms of this License Agreement, the prevailing Party shall be entitled to recovering its reasonable and actual attorney's fees and costs in addition to any other relief to which such prevailing Party may be entitled.
12. Notices. All notices hereunder shall be in writing and delivered to the following Party at the address specified below (unless otherwise designated in writing):

If to Plantricious:

Paige Ohliger, Founder
paige@plantricious.com
48 West Lockwood Avenue
Webster Groves, MO 63119-2932

If to Company:

[NAME OF AUTHORIZED PERSON], [TITLE]
[COMPANY NAME]
[EMAIL ADDRESS OF PERSON]
[STREET ADDRESS]
[CITY], [STATE] [ZIP]

IN WITNESS WHEREOF, the below duly authorized Parties hereto have entered into this License Agreement as of the Effective Date.



By:

Name: Paige Ohliger

Position: Founder

Company: Plantricious, LLC

By: _____

Name:

Position:

Company:

Exhibit A