

TRADEMARK LICENSE AND ROYALTY AGREEMENT

This Trademark License and Royalty Agreement (herein known as the "Agreement") is made Between: ("PERI AL HEDRO CARTA DEY ®™TRUST Licensor")-and-("Licensee")

This Agreement is entered into by both parties in consideration for the Trademark License and the Royalty corresponding to such.

The Licensor and the Licensee agree to the following terms and stipulations.

RECITALS

GENERAL TERMS

1. The Licensor has an ownership and has held rights as regards the trademarks of the list provided in Trademark Official Gazette | USPTO. The IP's listed in the said shall hereby be known as "Trademarks".
2. As such, the Licensor agrees to give License to the Licensee the rights to the aforementioned Trademarks. However, such right to the Trademarks shall not be exclusive. It shall also be limited. The Licensee cannot transfer the license and most importantly, this license can be revoked by the Licensor with respect to the terms of this Agreement or any other stipulation provided herewith.
3. Furthermore, the Licensee has the belief that the Licensor has the right to give license as regards the Trademarks listed herewith.

TERMS ON LICENSE OF TRADEMARKS

1. The Licensor grants the Licensee a non-exclusive use of the trademark in all parts of the world, unless an amended or supplemental agreement be adopted by the parties limiting the scope of such use by the Licensee.
2. The Licensee shall only use the Trademarks in accordance with the terms and stipulations provided in this Agreement. As such, the Licensor has the right to use the Trademarks in a place, but may not grant license to the use of such.
3. The Trademarks provided in this Agreement can be changed or amended, provided that such amendments will be written and agreed by the Licensor and the Licensee.
4. The use of the Trademarks shall only be valid during the terms of this Agreement and used at the place where it can be used. The Licensee shall use the Trademarks following the applicable laws of such use and in accordance with the policies and guidelines given by the Licensor as provided in Exhibit B of this Agreement.
5. In any circumstance where alterations were made to the Trademarks, the Licensor has an obligation to inform the Licensee within [30 days] from such alteration. The Licensee, in turn, shall, upon receiving the notice with respect to such alteration, will see to it that the use shall reflect the alterations made to the Trademarks.

6. This Trademark License shall be effective on the Effectivity Date provided above and shall expire [] years thereafter, subject to renewal if the parties so agree. Should the Licensee make no express intent to renew the agreement, the termination shall be deemed conclusive as to him. Otherwise, the Licensor shall grant the Licensee [30] days to submit his manifestation in writing indicating the intention to renew the agreement. [30] days thereafter, a new agreement shall be executed by the parties containing their intent to renew the agreement, otherwise, the agreement shall terminate upon the expiration of the said period.

7. In the enforcement of the obligations of the Licensee arising out of this Agreement, an inspection by the Licensor shall be done in order to be assured on the quality of use of the Trademarks. As such, the Licensee shall give permission to the Licensor, as well as give assistance to the Licensor in the entering of the premises wherein the Trademarks are used in such goods and observe on the activities of the Licensee which is related to the Trademarks. The Licensor shall give a [30] day notice as regards the inspection of such. Any Confidential and Material Information that may come to the knowledge of the Licensor in the course of the inspection shall be held by the Licensor as a strictly confidential matter and shall not be disclosed by the latter to the prejudice of the Licensee.

8. Upon the request of the Licensor, the Licensee shall provide for samples on the packaging which contains such Trademarks. As such, notice shall be provided as follows:

1. As regards consumable goods manufactured or produced by the Licensee within the same country where the principal office of the Licensor is located, sample shall be given within [30] for the approval of the said goods bearing such Trademarks. If the the same kind of goods be manufactured or produced outside the country where the principal office of the Licensor is located or when such goods are not being manufactured or produced by the Licensee itself, the requested sample shall be given [30] for the approval of the said goods bearing such Trademarks.

2. As regards non-consumable goods manufactured or produced by the Licensee within the same country where the principal office of the Licensor is located, sample shall be given within [30] for the approval of the said goods bearing such Trademarks. If the the same kind of goods be manufactured or produced outside the country where the principal office of the Licensor is located or when such goods are not being manufactured or produced by the Licensee itself, the requested sample shall be given [30] for the approval of the said goods bearing such Trademarks.

The notice of approval or refusal of such use on the said goods shall be given within [30] upon receipt of such samples. As to the refusal, there shall be a specification on why it is refused and the changes that should be made on the said samples. In that case, a revision shall be made and passed after a period of [30].

If no such notice is received by the Licensee within a period of [30] days, it shall be deemed to be approved.

ROYALTY AGREEMENTS

1. The Licensee shall, for the consideration of the rights given by the Licensor, pay to the Licensor royalties, within [30] days of the Trademark License termination, PERI AL HEDRO CARTA DEY ®™TRUST [LICENSOR] the Gross Revenue that the Licensee shall earn in during the term of this Agreement. Gross Revenue, in this case shall be construed as the total revenue less the direct and indirect costs of production.

2. In the payment of the royalties, the Licensee shall provide for a financial statement for the computation of the said royalties. As such, it is the obligation of the Licensee to keep records as regards the usage of the Trademarks and shall be prepared to be audited by the Licensor or its authorized representatives at all times. The Licensor shall be entitled to make copies of such records. If, in the event of the auditing, a discrepancy is found as regards the computation of royalties, adjustments shall be immediately made by the Licensee and payment shall be given to the Licensor as regards the difference.

INTELLECTUAL PROPERTY) RIGHTS

The Licensee shall acknowledge that the Licensor has the Intellectual Property rights of the Trademarks granted herein and the Licensee shall follow the applicable laws with respect to the intellectual property rights.

As such, the Licensee is prohibited from assisting, permitting or encouraging any third parties to:

1. Appropriate, use, claim, or apply for registration as trademark, trade or business name, domain name, product name, email address or other social media or web page username, and any other use of a nomenclature of similar nature which is identical, confusingly similar, or patently deceptive with the Trademark of the Licensor.
- 2 Use the Trademark as to cause or likely to cause material damage or depreciation of its goodwill, or to cause or likely to cause damage or prejudice the reputation of the Licensor.
- 3 Question the ownership, rights and other interests of the Licensor on the Trademark, the validity of its registration, including the enforceability and validity of the Trademark itself.

The Licensee shall also acknowledge the fact that the grant of this License is contractual and for a specific period of time only. As such, no relationship or property rights is granted by the Licensor to the Licensee.

1. In the case that an infringement is done by third parties as regards the invalid use of the Trademarks, the Licensee shall immediately inform such to the Licensor. The Licensor may take such steps as it may deem necessary to protect and enforce its rights in the Trademark.
2. In the case that a proceeding or a suit shall arise out of Par. 1 of this Section, the Licensee shall cooperate to such proceeding. As such, the Licensee shall give indemnification to the Licensor in the case that liability arises from this Agreement.
3. The Licensee shall not have the right to assign the rights granted by the Licensor to any other third parties. Neither shall the Licensee grant the license to use such Trademarks to such third parties. Such assignment or grant shall only be valid when express written consent is obtained by the Licensee from the Licensor. However, the Licensor, on the other hand, can assign his rights. He can also grant the use of the Trademarks, even without that express written consent by the Licensee.

4. In any circumstance where there is a breach of this Agreement by the Licensee, the Licensor shall avail of any injunctive relief and other available remedy provided by the operation of law .Notice to the Licensee shall be given by the Licensor 30 days prior to the actual filing with the court or any other forum. The Licensor may include in such notice any written proposals or settlement agreements in lieu of availing of the injunctive reliefs or other available remedies.

5. The terms and stipulations in this Agreement shall be severable and the invalidity of one stipulation shall not affect the validity of the other stipulations or the whole Agreement. Provided, that the remaining provisions or stipulations of this agreement can stand alone.

6. Any notice required in this Agreement shall be express, and shall be in writing for it to be valid and enforceable. Notices shall be given or mailed to the following addresses:

Any notice not sent in this address shall be deemed to have not been received by the other party. Nonetheless, the parties may change their address or contact numbers upon due notice given to the other party. The party giving such notice of change of address or contact numbers shall ensure the receipt of the other party of such notice, otherwise, any notice given to the former address or communications made to the former contact numbers shall be deemed received.

7. This Agreement shall be governed by the Law of the state of New York. Any proceedings arising from this Agreement shall be heard by a competent jurisdiction of Law. However, nothing in the foregoing premises prohibits the parties from agreeing to have another forum take cognizance of any proceeding that may arise out of this agreement, provided, that such forum has competent jurisdiction to rule on the matter at issue.

8. This Agreement shall automatically be terminated without notice by the Licensor when the Licensee does the following prohibitions:

1. Committing any act which is detrimental to the goodwill of the Trademark or to the rights or interests of the Licensor over the Trademark, including but not limited to the deviation from the agreed standards, policies, specifications or directions in the maintenance and use of the Trademark, and failure, after due notice, to cease from its commission, within 30 days from receipt of such notice, or to correct its acts after 30 days from receipt of Licensor's request for the Licensee to correct or take restorative actions, as the case may be.
2. Failure to provide the requested goods referred to in Section 2 (8.1 and 8.2) within the specified time provided therein, without prejudice to any extension of time given by the Licensor to comply with the request.

It is the right of the Licensor and the Licensee to terminate this Agreement by the written notice by one party to the other as regards the termination of this Agreement. Notice on such termination shall be given within [30] days.