

## **Standard Certification Mark License Agreement Statement of Assurance**

**This Standard Certification Mark License Agreement** is made this [day] day of [Month], [year], by and between People for the Ethical Treatment of Animals, Inc. (PETA) (hereinafter referred to as “the Licensor”), and

[COMPANY NAME] (hereinafter referred to as “the Licensee”).

### **Witnesseth:**

**WHEREAS** the Licensor manages a program that licenses the certification marks and designs (“the Certification Marks”), attached as Exhibit A, and is willing to license use of the Certification Marks to the Licensee according to the terms of this Agreement, and

**WHEREAS** the Licensee wishes to license and use the Certification Marks 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, and intending to be legally bound, the parties agree as follows:

1. **License.** The Licensor grants to the Licensee a revocable, non-exclusive, and non-transferable license to use the Certification Marks in connection with the vegan goods and products which do not contain any animal-derived elements (“Product(s)”) described in the Statement of Assurance and Questionnaire attached as Exhibit B, provided, however, that Licensee may use the “100% Plant Wool” marks solely in connection with Products using vegan wool. Licensor will provide Licensee with access to full resolution files of the Certification Marks the Licensee will use following the execution of this Agreement.

2. **Use of Certification Marks.** The Licensee may use the Certification Marks with the Product(s) in accordance with the following terms and conditions:

(a) The Licensee may apply the Certification Marks to the Product(s) and the Product packaging, display, and advertising material solely in accordance with the Licensor’s PETA-Approved Vegan Overview and Style Guide, which the Licensor will update from time to time (the “Style Guide”). The Licensee may also use the Certification Marks on its website, social networking sites, literature, and shop window, and display the Certification Marks in-store, in reference to only the Products, solely in accordance with the Style Guide. The Licensee shall provide the Licensor, upon the Licensor’s request, with samples of any Product(s) and with production copy of the packaging, labels, advertising, and other materials using the Certification Marks.

(b) The Licensee shall not alter or amend the Certification Marks, nor shall any other drawing, symbol, or words be placed on or in any way adjacent to the Certification Marks to suggest that such drawing, symbol, or words are part of or associated with the Certification Marks.

(c) The Licensee represents and warrants that it will ensure all persons selling or promoting the Product(s) understand and agree that they are not authorized to use the Certification Marks in any manner except to the extent necessary to display the Product(s) and the Product packaging, display, and advertising material bearing the Certification Marks, and agrees to notify the Licensor of any unauthorized use of the Certification Marks by any promoter or seller.

(d) The Licensee shall comply with all laws relating to the Product(s) on and publications in which it uses the Certification Marks and will cooperate with the Licensor to execute any necessary documents requested by the Licensor to retain, enforce, or defend the Certification Marks.

**3. European Union Law.** The Licensee acknowledges that the Certification Mark does not comply with the requirements of Directive 2024/825 of the European Parliament and Council of 28 February 2024 relating to the social characteristics of products and sustainability labels, 2024 O.J. L 2024/825, 1-16, nor related measures adopted by European Union member-states, if applicable. The Licensor makes no representation or warranty, express or implied, that the Certification Mark or certifying scheme associated with it complies with Directive 2024/825 or any implementing national laws, regulations, or guidance. The Licensee is and shall be solely responsible for determining whether any planned use of the Certification Mark within the European Union complies with all applicable laws, including Directive 2024/825. Any use of the Certification Mark within the European Union or in a manner subject to the laws of the European Union is done at the Licensee's sole and absolute risk.

**4. Annual Certification Fee.** Licensee shall pay to Licensor a certification fee in the amount corresponding to Licensee's annual revenue as set forth in the table below before execution of this Agreement and annually thereafter upon automatic renewal of the Term. Licensee shall notify Licensor before renewal in the event Licensee's annual revenue at the time of renewal would subject Licensee to a different annual certification fee, and understands and agrees that Licensee's failure to do so constitutes a material breach of this Agreement. Licensee shall provide Licensor with Licensee's latest financial report demonstrating its annual revenue upon Licensor's request, and understands and agrees that Licensee's failure to comply with Licensor's request constitutes a material breach of this Agreement. If Licensee pays the initial certification fee with a credit card or by using PayPal or some other electronic money transfer service accepted by Licensor, then Licensee hereby authorizes the Licensor to charge annual certification fees to the same credit card, PayPal, or electronic money transfer service account upon automatic

renewal of the Term. Licensee represents and warrants that it will notify the Licensor if the credit card, PayPal, or other electronic money transfer service account has insufficient funds to cover any annual certification fee, expires or is canceled, deactivated, or replaced, or otherwise cannot be used by Licensor to charge any annual certification fee. This Agreement shall terminate without notice in the event Licensor fails to pay any certification fee or in the event any certification fee charge is reversed or refunded.

Annual Revenue	Annual Certification Fee
Up to \$15,000	\$250.00
\$15,001–\$100,000	\$300.00
\$100,001–\$250,000	\$400.00
\$250,001–\$500,000	\$600.00
\$500,001–\$999,999	\$1,000.00
\$1,000,000–\$9,999,999	\$2,500.00
\$10,000,000+	\$3,000.00

**5. Release and Indemnification.** The Licensor assumes no liability to the Licensee or to third parties with respect to any Product(s) manufactured or sold by the Licensee under the Certification Marks or to the use of the Certification Marks in any country outside of the United States of America. The Licensee shall release, waive, forever discharge, and indemnify the Licensor and its supporting organization, Foundation to Support Animal Protection (FSAP), and their respective directors, officers, employees, and agents, of, from, and against any and all asserted, purported, and actual actions, causes of actions, claims, demands, suits, losses, damages, judgments, liabilities, costs, and expenses, including attorneys’ fees and costs, arising out of, resulting from, or related to (a) the Product(s), including but not limited to the manufacture, distribution, offering for sale, promotion, sale, purchase, maintenance, and use of the Product(s), and (b) any use of the Certification Marks by the Licensee in breach of this Agreement.

**6. Term and Termination.** This Agreement shall remain in full force and effect for one year so long as the Licensee is in compliance with the standards detailed in Exhibit B, as determined by Licensor in its sole and absolute discretion, unless the Agreement is terminated earlier in accordance with the terms of this Agreement (the “Term”). This Agreement shall automatically renew for

successive one year terms upon Licensee's payment of the annual certification fee unless a party notifies the the other party in writing no less than seven (7) days prior to the automatic renewal of the Term that the Term will not automatically renew.

The Licensee shall immediately notify the Licensor of any noncompliance with this Agreement. The Licensor shall have the right to terminate this Agreement upon notice to the Licensee that, in the Licensor's sole discretion, the Licensee has materially breached this Agreement, including, without limitation, because the Licensee's Product(s) associated with the Certification Marks 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 of Product(s) associated with the Certification Marks; however, in no event shall the Licensee distribute or market any Product(s) associated with the Certification Marks 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.

**7. Licensor's Superior Right to the Certification Marks.** The Licensee acknowledges the Licensor's superior right and interest in and to the Certification Marks 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 and interest. In connection with the use of the Certification Marks, the Licensee shall not in any manner represent that it has any ownership of the Certification Marks or their registrations, and the Licensee acknowledges that use of the Certification Marks shall not create in the Licensee's favor any right, title, or interest in or to the Certification Marks. Licensee shall at no time adopt, use, or register any work or mark that is likely to be similar to or confused with the Certification Marks.

**8. General Provisions.** This Agreement shall be subject to the following general terms and conditions:

(a) The Licensee shall notify the Licensor of any supplier or manufacturer involved in supplying or manufacturing the Product(s) or components of the Product(s) and provide the Licensor with a representation and warranty from the supplier or manufacturer, in the approved form supplied by the Licensor, that the supplier or manufacturer did not use any animal-derived elements to supply or manufacture the Product(s) or components of the Product(s).

(b) Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given only (i) upon the sender's receipt of a transmission confirmation or delivery receipt if sent via e-mail in accordance with the following terms. Notices to the Licensor shall be sent to [PETAAproved@peta.org](mailto:PETAAproved@peta.org). Notices to the Licensee may be sent to the e-mail address identified by the Licensee before or upon the execution of this Agreement, as the Licensee may update from time to time by furnishing a new e-mail address in writing to the Licensor, or to any e-mail address identified on the Licensee's website or social media accounts, if any; or (ii) if mailed by certified mail, certified receipt requested, or priority mail with tracking, postage prepaid, and 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.

(c) The Licensor reserves the right to refuse to issue a license to any individual, company, or other entity before the execution of this Agreement.

(d) 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 Marks and the reasons for the loss.

(e) This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements, and understandings between them relating to this subject matter. Licensee acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

(f) This Agreement may not be modified or assigned except in a writing executed by both parties, and in the case of an assignment, the third party to whom the Agreement is assigned.

(g) If any term or provision of this Agreement is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon any court determination or mutual written agreement of the parties that any term or other provision is or becomes invalid, illegal, or unenforceable, the parties shall negotiate

in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the promises contemplated in this Agreement be consummated as originally contemplated to the greatest extent possible.

(h) There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties any rights, remedies, obligations, or liabilities.

(i) The individual executing this Agreement represents and warrants that they are authorized to enter into and bind to the terms of this Agreement the Licensee, and that the Licensee has the full right, power, and authority to enter into this Agreement.

(j) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia notwithstanding any conflict of laws provisions to the contrary. Any proceedings to enforce or interpret the terms of this Agreement may be brought only in Norfolk, Virginia, United States of America, and each party irrevocably consents to the exclusive jurisdiction of such courts.

**9. Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Agreement may be completed and signed using electronic means, including but not limited to by SuperSignature and/or DocuSign, and electronic signatures shall be binding on all parties and have the same effect as original signatures.

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

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

**By:**  
**Name:** Ingrid Newkirk  
**Title:** Principal  
**President Address:** 501 Front St Norfolk, VA 23510

**Licensee:**  
[COMPANY NAME]

**By:**  
[Signature]

**Name** [First and Last Name]

**Address**

[Street Address]

[City], [State/province], [Zip]

[Country]