Certification Mark License Agreement

This Certification Mark License Agreement is made this 11th day of August, 2021, by and between People for the Ethical Treatment of Animals, Inc. (hereinafter referred to as "the Licensor"), and MASAMI
_____
(hereinafter referred to as "the Licensee").

Witnesseth:

WHEREAS the Licensor has the right to license the use of 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 in all countries of the world ("the Territory") 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, the parties agree as follows:

1. License. The Licensor grants to the Licensee the non-exclusive, nontransferable license to use the Certification Marks in the Territory in connection with the goods and products ("Products") described in the Statement of Assurance attached as Exhibit B, save that the "Animal Test-Free and Vegan" Certification Mark may only be used in connection with vegan Products which do not contain any animal ingredients, including, without limitation, skin, fur, flesh, body parts, honey, beeswax, silk, silk byproducts, lanolin, or products derived from any animal matter, including, without limitation, cetyl alcohol, glycerin, lecithin, mono- and diglycerides, and stearic acid.

2. Use of Certification Mark. The Licensee may use the Certification Marks with the Products in accordance with the following terms and conditions:

(a) The Licensee may apply the Certification Marks to the Products' packaging, display, and advertising material. The Licensee shall provide the Licensor, upon the Licensor's request, with samples of all packaging, labels, advertising, and other materials containing the Certification Marks and used or intended for use with the Products.

(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 Products understand and agree that they are not authorized to use the Certification Marks in any manner except to the extent necessary to display the Products and the Products' 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 Products on 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. Indemnity. The Licensor assumes no liability to the Licensee or to third parties with respect to the performance characteristics of the Product(s) manufactured or sold by the Licensee under the Certification Marks or to the use of the Certification Marks in the Territory, and the Licensee hereby indemnifies and holds harmless the Licensor against all losses, damages, and expenses, including attorneys' fees, incurred as a result of or related to claims of third persons involving the manufacture, sale, or use of the Product(s) or use of the Certification Marks.

4. Registration Fees. Licensee shall, upon execution of the Agreement, remit the one-time registration fee of three hundred fifty dollars (U.S. $350.00).

5. Term and Termination. This Agreement shall remain in full force and effect for as long as the Licensee is in compliance with the standards detailed in Exhibit B to this Agreement. The Licensee shall immediately notify the Licensor of any noncompliance. 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.

Should the Licensee fail to comply with any provision of this Agreement, the Licensor may terminate this Agreement upon thirty (30) days' written notice to the Licensee, provided that the Licensee has not corrected such default during the notice period. This Agreement also shall terminate upon the Licensee's being given written notice by the Licensor that, in the Licensor's sole discretion, the Licensee's Product(s) bearing the Certification Marks have ceased to satisfy the requirements of this Agreement.

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 bearing the Certification Marks; however, in no event shall the Licensee distribute or market any Product(s) 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.

6. Ownership of the Certification Marks. The Licensee acknowledges the Licensor's exclusive right, title, and interest in 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, title, 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 registration thereof, 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 or use, without the Licensor's prior written consent, any work or mark that is likely to be similar to or confused with the Certification Marks.

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

(a) The Licensee shall notify the Licensor of any revision(s) to its supplier agreement template and provide the Licensor with a copy of any revised supplier agreement template.

(a) Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, 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.

(b) The Licensor reserves the right to refuse to issue a license to any individual, company, or other entity.

(c) 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.

(d) This Agreement and the exhibits attached hereto contain the entire Agreement between the parties, and supersedes and extinguishes all previous agreements, arrangements, and understandings between them relating to this subject matter.

(e) This Agreement shall not be modified except in a writing executed by both parties.

(f) The individual executing this Agreement hereby covenants that he or she is authorized to enter into this Agreement on behalf of the Licensee and that the Licensee has the full right, power, and authority to enter into this Agreement.

(g) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and any proceedings to enforce or interpret the terms hereof may be brought only in Norfolk, Virginia, USA.

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

LICENSOR:

PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS, INC.

By: Kathy Guillermo
Name: Kathy Guillermo
Title: Senior Vice President
501 Front St., Norfolk, VA 23510

LICENSEE:
MASAMI

By: James Hammett Digitally signed by James Hammett Date: 2021.08.11 15:00:36 -04'00'
Name: James JHammett
Title: Co-Founder/Chief Innovation Officer
Address: 225 East 36th Street, #15M NYC NY 10016

Exhibit A

Global Beauty Without Bunnies
Certification Marks

1. Animal Test-Free





2. Animal Test-Free and Vegan





***Special Information for Companies in the European Union**
Because labeling laws in the EU differ from those in other areas of the world, these logos are specially designed for companies that sell their products in countries that are part of the EU:

3. PETA Approved Global Animal Test Policy





4. PETA-Approved Vegan and Global Animal Test Policy





PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

Washington, D.C.
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

Berkeley
2855 Telegraph Ave.
Ste. 301
Berkeley, CA 94705
510-763-PETA

Info@peta.org
PETA.org

Exhibit B

Global Animal Test–Free Statement of Assurance

The undersigned company attests that from the ____ day of _____, 20___, each of the products that it manufactures, produces, or distributes is developed and manufactured in accordance with the following standard:

> The company does not and shall not conduct, commission, or pay for animal testing of any products, nor will it conduct, commission, or pay for animal testing of ingredients used in, or formulations of, such products. The company shall ensure that suppliers of ingredients for its products do not conduct, commission, or pay for tests on any ingredients used by the company. The company shall require that each of the manufacturers of any finished product that it sells or distributes does not and shall not conduct, commission or pay for animal testing of any products, including, without limitation, formulations and ingredients of such products. The company shall not pay for or allow animal testing of any products, including, without limitation, formulations and ingredients of such products, by or at the direction of regulatory agencies in foreign countries.

The company shall immediately notify PETA in the event that it is no longer in compliance with the above standards.

The undersigned hereby confirms that he or she is the authorized agent of the company with full authority to execute and ensure compliance with this statement of assurance.

_____ Printed Name of Business	_____ Signature of Authorized Representative
_____ Address	_____ Printed Name
_____ Address	_____ Title
_____ Web Address	_____ Date
_____ Tel./Fax	_____ Contact's E-Mail

*** * * See Reverse for Definitions * * ***

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Affiliates:
- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)

Definitions

a. Company: As used in this statement of assurance, “company” means the corporation, partnership, or other legal organization that has separate existence and can function legally, including, without limitation, its subsidiaries, brands, divisions, agents, and employees.

b. Animal Testing: As used in the statement of assurance, “animal testing” means all testing of finished products or any one or more ingredients or formulations used in the manufacturing or production of such products, in which whole nonhuman animals are the test subjects, including, without limitation, fish, amphibians, reptiles, birds, and nonhuman mammals. Animal testing excludes *in vitro* tests or tests conducted completelywith human volunteers.