

Protection and administration of Darjeeling in USA

The procedure is as follows:

1. Application in Form-I
2. Signing of appropriate License Agreement (2copies)– on plain paper, signature on all pages by the authorized signatory of the applicant company with official company seal on the last page. This is to be sent to Tea Board by post. The license agreement is for use of the Darjeeling word and logo marks. Use of Darjeeling logo is optional.
3. Payment of Use Fees as per Schedule. – to be made at the time of sending License/Use agreement. (Importer).

In US \$: One time registration \$ 50

Annual Fees – 1.0 US Cent per kilo of teas purchased

The use fees shall be paid to the Proprietor at the beginning of each year based on average purchases of the 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 authorised user and calculated at the applicable rate. This is to be indicated in the form of a letter to Tea Board.

4. Issuance of License Number to applicant.(signed photocopy of agreement will be sent to the applicant at this stage). This user license number is to be carried on all packs along with the statement. “Darjeeling - Registered Certification Marks of Tea Board, India under U.S. Registration Nos. 1,632,726 & 2,685,923, used under license”. This statement can be put on side panel of packs.
5. Annual filing of form given under Schedule D on quantities sold under the Darjeeling Logo/Word (for renewal of permission).

Form 1

On the Letterhead of Applicant I/We* wish to execute the Licence Agreement with the Tea Board of India for use of the "DARJEELING" (word), U.S. Registration No. 2,685,923 and the Darjeeling Logo, U.S. Registration No. 1,632,726* in class 30 and enclose an A/C payee demand draft for \$[] payable to the Tea Board of India towards part payment of the annual Licence Fee. I/We* agree to abide by the attached Regulations as well as the terms of the Licence Agreement in relation to my/our* use of the Certification Mark/s.

1.Name of applicant in block letters (specify whether company, partnership, individual, etc):

2.Description of applicant (please circle those which are applicable): Packer / Importer / Bulk Supplier or Wholesaler / Owner of Retail Store / Tea Boutique / Others: (please specify) _____

3.Address:

4.Telephone numbers:

5.Fax No.

6.E-mail address:

I hereby declare that the aforesaid information is true and correct to the best of my knowledge and belief.

Place:

Date:

(Authorized Signatory of the
Applicant or the Applicant)

Verification:

* Checked and verified the above information and recommended that the applicant is a member of the Tea Trader's Association of _____ and/or is also a member of Tea Council of _____ and/or an Importer and/or Re-exporter of Darjeeling Tea.

Place :

Date :

(Authorised Signatories of Tea Trader's Association and/or Tea Council of _____ or the Indian Tea Exporter having User Licence Number _____ of DARJEELING CTM.

*strike out whichever is not applicable.

REGULATIONS GOVERNING USE OF THE DARJEELING CERTIFICATION
MARKS:

U.S. REGISTRATION NO. 1,632,726

AND

DARJEELING (word mark), U.S. REGISTRATION NO. 2,685,923

IN RESPECT OF TEA IN THE UNITED STATES OF AMERICA

1.INTRODUCTION TO THE CERTIFICATION MARK LICENSE PROGRAM

A. The Tea Board of India

All teas produced in the tea growing areas of India are administered by the Tea Board, India ("the Board") under the Tea Act, 1953 (hereinafter, the Tea Act).

The Board was established by the Indian Government in 1953 for the purposes of controlling the Indian tea industry. The constitution of the Board is diverse and its members represent the Indian Parliament, owners of tea estates, growers of tea, the Governments of the principal tea growing states of India, employees of tea estates and gardens, exporters of tea, internal traders of tea, tea manufacturers and tea consumers.

The objects of the Board are, inter alia, to regulate the production and cultivation of tea in India, to encourage research, to regulate the sale and export of tea, to provide training in tea testing and fixing grade standards of tea, and improving the marketing of tea in India and elsewhere. The Board has numerous statutory duties and functions under the Tea Act and its various enabling Orders which govern production, marketing and export of teas.

The Board is not involved in the manufacture or trade of tea and is run on a non-profit making basis.

B. Tea From The District of Darjeeling, India

The District of Darjeeling is situated in the state of West Bengal, India. Since about 1835, tea has been cultivated, grown and produced in certain tea gardens geographically located in the areas within the State. Due to the unique and complex combination of agro-climatic conditions prevailing in the region and the production regulations imposed by the Board, such tea has a distinctive and naturally occurring quality and flavour which has won the patronage and recognition of discerning consumers all over the world. Consequently, such tea, known worldwide as DARJEELING tea, has acquired both domestic and international reputation. Any member of the trade or public in India or abroad ordering or purchasing DARJEELING tea will expect the tea to be the tea cultivated, grown and produced in the defined region of the District of Darjeeling and to have the special characteristics associated with such tea.

Since its establishment, the Board has had sole control over the growing and exporting of Darjeeling tea. It is that control which has given rise to the reputation enjoyed by Darjeeling tea.

- C. The Licensing Program The Licensing Program is necessary in order to ensure that the reputation of DARJEELING tea is maintained and that use of the DARJEELING certification marks continues to guarantee that tea sold under the marks is produced in the defined regions of the District of Darjeeling and meets the criteria laid down by the Board. The Board has therefore registered the "DARJEELING Logo" and DARJEELING"(the word mark) as certification marks in the United States (U.S. Registration Nos. 1,632,726 and 2,685,923, respectively). It is in the interests of both the tea trade and the tea consumer that the Board decided to register the two marks as certification marks as the Board is run on a non-profit making basis.

The Board has put in place a licensing program to ensure the supply chain integrity for DARJEELING tea so that the tea leaving the shores of India and claimed as Darjeeling tea in the United States is genuine DARJEELING tea. A license to use the certification marks will be granted without discrimination to anyone who applies, provided the tea meets the required criteria.

Although all licenses to use the Certification Marks incorporate these Regulations by reference, in order to put in place a system that meets the dual objective of ensuring that (a) tea sold as DARJEELING tea in the United States is genuine DARJEELING tea and (b) all sellers of genuine DARJEELING tea are duly licensed, the licensing program is divided into two tiers of licensees: (1) Importers and (2) Non-Importers. This license program affords the Board the necessary information and control over the U.S. tea industry to ensure that tea sold in the United States under the Certification Marks adheres to the standards for DARJEELING tea as set forth in these Regulations.

2. GENERAL DEFINITIONS

For the purposes of these Regulations, unless the context otherwise requires, the following definitions shall apply:

- (a) "Proprietor" means Tea Board of India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No 2172, Calcutta 700001, India;

(b) "Certification Marks" means the certification marks "DARJEELING" (word), U.S. Registration No. 2,685,923 and the Darjeeling Logo, U.S. Registration No. 1,632,726, depicted in Schedule A hereto ;

(c) "Person" shall include any company or association or body of individuals, whether incorporated or not;

(d) "Licensee" means any person with a subsisting License from the Proprietor to use the Certification Marks;

(e) "Packet tea" means tea packed in unit packs or containers of the types which are ordinarily put up for the purposes of retail sale under the Certification Mark/s.

(f) "Importer" means a person that imports tea into the United States from outside the United States.

3. DEFINITION OF "DARJEELING TEA"

"DARJEELING tea" is tea that:

(a) is cultivated, grown or produced in the tea gardens in the geographic areas listed in the attached Schedule B and which have been registered with the Proprietor in accordance with the provisions of the (Indian) Tea Act, 1953 or any relevant law which may replace this Act;

(b) has been cultivated, grown or produced in one of the tea gardens listed in Schedule C (which may be amended from time to time by the Proprietor);

(c) has been processed and manufactured in a factory located in the geographic areas listed in the attached Schedule B; and

(d) when tested by expert tea tasters on behalf of the Proprietor, is determined to have the distinctive and naturally occurring organoleptic characteristics of taste, aroma and mouth feel typical of tea cultivated, grown and produced in the region of Darjeeling, India. Tea tasters are considered competent to evaluate these characteristics as a result of many years of practical training and experience in the assessment of tea and

their highly refined sensory perception, in particular, in relation to the sensations of smell, taste and mouth feel of different types of tea.

4. OWNERSHIP OF CERTIFICATION MARKS

The Certification Marks are the absolute property of the Proprietor and shall not be used by any person except a Licensee. The power of issuing and terminating a license is vested in the Proprietor. The decision to issue and/or cancel a license is dependent solely on conformance with the criteria set forth herein.

5. USE OF THE CERTIFICATION MARKS

5.1. So as to ensure that the Certification Marks are only used by a Licensee pursuant to the standards set forth in this section, all Licensees will be required to execute a license governing their use of the Certification Marks. Every applicant for a license to use the Certification Marks undertakes that the tea in respect whereof it will use the Certification Mark conforms to these Regulations and the terms of the appropriate license.

5.2 The Certification Marks shall be applied to or used only in relation to such tea that satisfies the characteristics of DARJEELING tea as set forth in Section 3 of these Regulations. Specifically, except as set forth in Sections 5.3 and 5.4 below, the Certification Marks, whether used in conjunction or isolation, shall always be used to certify that 100% of the tea derives from a single tea garden in Darjeeling, India, as such gardens are listed in Schedule C

5.3 The Certification Marks may be used in relation to a blend of DARJEELING tea drawn from more than one tea garden in Darjeeling, India, as listed in Schedule C, only if each tea constituting the blend has been purchased from an Authorized Seller and derives from a single tea garden in Darjeeling, India, as such gardens are listed in Schedule C. In such case, the packaging for the tea must clearly indicate that the tea is a blend of DARJEELING tea with prominent use of the term “blend” or the term “blended.”

5.4 The Certification Marks may not be used in relation to a mixture of DARJEELING tea with teas of origin other than Darjeeling, India, even if the terms ‘blend’ or ‘blended’ are used. If DARJEELING tea is one of the components of a tea mixture that includes some portion of tea that does not conform to the characteristics defined in Section 3, the tea mixture must not be

named or referred to as “DARJEELING Tea” and the word “Darjeeling” may only be used and must be used on the packaging to accurately set forth the proportion of DARJEELING tea in the tea mixture (e.g., in a list of ingredients). In such cases, the term “Darjeeling” must appear in a font, design and size that does not misrepresent to the consumer the content and origin of the mixture.

5.5 The Certification Marks shall be applied to packaging for DARJEELING tea so that they are clearly visible to purchasers / consumers. All presentations of the Certification Marks shall be accompanied by an indication that they are certification marks of the Proprietor. Subject to these Regulations, the Licensee shall decide the way in which the Certification Marks may be represented including specifications as to colour, size and lettering of the Certification Marks (with the exception of the DARJEELING Logo, which must appear as presented in Schedule A hereto) and what matter of any description may be used in close association with the Certification Mark and in what relationship, except that the Certification Marks must appear in a different size or font than the Licensee’s trademarks and company name. In the event of any representation of the Certification Mark being considered unsuitable by the Proprietor, the Licensee shall terminate such use.

5.6 Licensees may not use or seek to register the Certification Marks as a trademark, or as part of a trademark or trade name, for the goods or services of the Licensee.

6. HOW THE SCHEME WILL BE POLICED / MONITORED

6.1 To help ensure the integrity of the supply chain of DARJEELING tea and so that Proprietor may monitor the quantity of DARJEELING tea imported to and sold in the United States, and for the purpose of ensuring that tea other than tea described in Section 3 of these Regulations is not being sold as DARJEELING tea, for each calendar year, all Licensees shall submit to the Proprietor an annual report of purchases, sales and inventory of DARJEELING tea, in the form of Schedule D hereto (the “Annual Report”). The Annual Report for each calendar year shall be due to Proprietor immediately on the expiration thereof.

5.2 So that the Proprietor may monitor the legitimacy and quality of DARJEELING tea sold in the United States, at the Proprietor’s request, Licensees shall submit to Proprietor a sample of tea sold by the Licensee and/or packaging used by the Licensee. Licensees shall submit any samples requested pursuant to this

paragraph to Proprietor within two (2) weeks of receipt of such request from the Proprietor.

5.3 So that Proprietor may monitor the legitimacy and quality of DARJEELING tea sold in the United States, Proprietor shall be entitled to inspect, prior to and after the grant of a license, during business hours and with reasonable notice to applicant / Licensee, any premises where DARJEELING tea is being processed, manufactured, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. Any License will be conditional on the Proprietor being so satisfied.

6. REGISTER OF LICENSEES

6.1 The Proprietor shall keep at its offices a Register wherein shall be entered the names, addresses and trade descriptions of each Licensee, the date of his registration, particulars concerning the cancellation of any previous License, and such other particulars as may from time to time be prescribed or deemed necessary by Proprietor.

6.2 The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P O Box No 2172, Kolkata 700 001, India. Any person wishing to inspect the Register shall give reasonable notice to the appropriate office of the Proprietor where such inspection is to take place.

7. BREACH OF LICENSE

7.1 These Regulations are incorporated into all licenses by reference. The Proprietor and/or Licensees may terminate a License without prejudice to their other remedies forthwith by notice in writing to the other if the other party commits a breach of the License; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.

7.2 If a Licensee uses the Certification Marks in an unauthorized, misleading or deceptive manner, or in any manner that defames or causes disrepute to DARJEELING tea, or if Licensee is convicted of any offense leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or

goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Proprietor may terminate the License.

7.3 Except as otherwise set forth herein, and specifically subject to Sections 7.1 and 7.2, the Proprietor may not terminate a License.

7.4 If the Proprietor terminates a License pursuant to the provisions of the License and these Regulations, the former Licensee may not use the Certification Marks for any purpose. This provision survives termination of a License by the Proprietor.

8. PROCEDURE FOR RESOLVING DISPUTES

In the event of the issue of a License being refused or a License being terminated by the Proprietor, the person concerned shall, during the period of sixty days immediately succeeding the date of such refusal or termination, have the right to appeal against such refusal or cancellation to the Consulate General of India, New York (yet to be confirmed), provided that he at the same time gives notice of such appeal to the Proprietor. The decision of the Consulate General of India on such appeal (after submission to it of such written and/or oral representations as the parties decide to make or as it shall require) shall be final and binding on the Proprietor and the person concerned.

9. NOTICES

Any notice given by the Proprietor to a Licensee pursuant to the Licensee's license shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Licensee set forth in its license. Any notice given by an Licensee to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Foundation, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box 2172, Kolkata 700 001, India.

10. POWER TO AMEND

Subject to the consent of the Indian Central Government and the United States Trade Marks law, the Proprietor may alter these Regulations in accordance with the provisions of the law for the time being in force in the United States of America.

11. DELEGATION OF POWERS

The Proprietor may authorise such persons as deemed appropriate by it to make tests and inspections in pursuance of paragraph 5.3 of these Regulations on its behalf. Such persons may include, for example, expert tea tasters, public analysts or such other persons or bodies deemed competent under the relevant food laws and regulations in force in India from time to time. The Proprietor may require that an authorised user obtain a certificate from such a person in order to be entitled to use the Certification Mark. For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose.

SCHEDULE A
DARJEELING WORD CERTIFICATION MARK UNDER REGISTRATION NO.
2, 685, 923 IN CLASS 30 IN RESPECT OF TEA
AND

DARJEELING LOGO

DARJEELING DESIGN CERTIFICATION MARK

Reg. No. 1,632,726 IN INT'L. CLASS A in the UNITED STATES OF AMERICA

SCHEDULE B

The following areas within the District of Darjeeling in the State of West Bengal, India;

- (i) hilly areas of Sadar sub-division
- (ii) hilly areas of Kalimpong sub-division
- (iii) Kurseong sub-division excluding the areas in the District of Darjeeling Authority's Jurisdiction List numbered 20, 21, 23, 24, 29, 30 and 33. These areas under above seven jurisdiction list numbers, are non-hilly areas of the Kurseong sub-division of the district of Darjeeling, which are not capable of producing tea of the requisite standard.

SCHEDULE C

- | | | |
|------------------------------|------------------------------|----------------------------|
| 1. Alloobari | 33. Margaret's Hope | 65. Samabeong |
| 2. Ambiok (Hilton) | 34. Marybong | 66. Selimbong (Rongbong) |
| 3. Arya | 35. Mim | 67. Soom |
| 4. Avongrove | 36. Mission Hill | 68. Singtom |
| 5. Ambootia | 37. Moondakotee | 69. Steinthal |
| 6. Badamtam | 38. Mohan Majhua | 70. Sungma |
| 7. Barnesbeg | 39. Makaibari | 71. Selim Hill |
| 8. Bannockburn | 40. Mullotar | 72. Singbulli |
| 9. Balasun | 41. Mahalderm | 73. Sivitar |
| 10. Chongtong (Sirisi) | 42. Monteviot | 74. Springside |
| 11. Chamong | 43. Nagri | 75. Soureni |
| 12. Castleton | 44. Nagri Farm | 76. Singell |
| 13. Dhajea | 45. North Tukvar | 77. Sepoydhoorah(Chamling) |
| 14. Dooteriah | 46. Narbada Majhua | 78. Seeyok (Spring Valley) |
| 15. Dilaram | 47. Nurbong | 79. Tukvar (Puttabong) |
| 16. Edenvale | 48. Namring & Namring(Upper) | 80. Tumsong |
| 17. Ging | 49. Oaks | 81. Turzum |
| 18. Gielle | 50. Okayti | 82. Tindharia |
| 19. Glenburn | 51. Orange Valley | 83. Thurbo |
| 20. Gopaldhara | 52. Pandam | 84. Tukdah |
| 21. Goomtee | 53. Pashok | 85. Teesta Valley |
| 22. Giddapahar | 54. Phoobsering | 86. Upper Fagu |
| 23. Gyabaree & Millikthong | 55. Poobong | 87. Vah Tukvar |
| 24. Happy Valley | 56. Pussimbing (Minzoo) | |
| 25. Jogmaya | 57. Phuguri | |
| 26. Jungpana(Jungpapa Upper) | 58. Rangaroon | |
| 27. Kalej Valley | 59. Ringtong | |
| 28. Kumai (Snowview) | 60. Risheehat | |
| 29. Lingia | 61. Rohini | |
| 30. Liza Hill | 62. Runglee Rungliot | |
| 31. Longview(Highlands) | 63. Rungmook/Cedars | |
| 32. Lopchu | 64. Kanchaan View | |

SCHEDULE D (Overseas buyer Return)
ANNUAL TRANSACTIONS / INVENTORY OF DARJEELING TEA
(on Licensee's letterhead)

User License Number:

Name:

Address:

Date:

Dear Sir(s),

The following is my/our declaration relating to the sale and stock of Darjeeling Tea held by me/us over the period stated above.

Opening stock of Darjeeling Tea as on : 1st January (year) :_____ kg.

Qty. of Darjeeling Tea purchased during the 12 month period :_____ kg.

COO No.	Supplier/source of purchase	Tea Garden Mark	Invoice number	Grade	Quantity	No.of packages

Qty. of Darjeeling Tea sold during the 12 month period :_____ kg. including
Qty of Darjeeling Tea exported during the 12 month period _____kg

Destination of Darjeeling Tea sold

- 1.
- 2.
- 3.

Any other details :

(Qty. sold under logo mark)

(Qty. sold under word mark)

Closing stock of Darjeeling Tea as on 31st December (year) :_____ kg.

I/we* hereby certify that the information given above is correct and that we have not concealed any material facts.

Signature of Licensee.

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.

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 imports approximately _____ kilograms of DARJEELING tea annually in the United States;

3. DISPLAY OF USER LICENSE NUMBER

Licensee shall display its User License Number on all packets and packaging materials containing DARJEELING tea.

4. LICENSE FEE

In consideration of the rights of licensed use of the Certification Mark/s granted to the Licensee, the Proprietor shall charge the Licensee license fee. 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 Proprietor 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 Proprietor 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 this Agreement. The Proprietor 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 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, all items bearing or indicating the Certification Mark, and all blocks for making the same, shall forthwith be delivered to the Licensor for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Licensor) shall be given of this having been done. After the termination, the Licensee shall not sell or expose for sale, any goods bearing the Certification Mark except with the consent of the 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 trademark 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 Proprietor shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Certification Marks 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: _____

Date: _____ 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

Licensors 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: _____
Date: _____ Date: _____

