

## CRADLE TO CRADLE CERTIFIED™ PRODUCTS PROGRAM LICENSE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_, by and between the CRADLE TO CRADLE PRODUCTS INNOVATION INSTITUTE, a California 501(c)(3) organization (“C2C PII”) and

Licensee:	VERDTICAL ECOSISTEMA SL
Address:	Calle Doctor Rizal 8, O8006 Barcelona Catalonia Spain

(“Licensee”)

1. C2C PII is the exclusive licensee of certain certification, trade, and service marks owned (collectively, “Marks,” identified at Schedule 1) by MCDONOUGH BRAUNGART DESIGN CHEMISTRY, LLC (“MBDC”) that serve to certify or otherwise signal the quality of products identified on Schedule 3 and the Certificate.
2. C2C PII designs and develops systems and processes as a Certification Program for products and materials that meet quality assurance criteria, and has thereby acquired and developed substantial and valuable technical knowledge, know-how, goodwill and experience in the design and management of such Certification Program.
3. C2C PII is the exclusive, lawful administrator of the Certification Program with the exclusive right to sub-license the right to use the Marks in the Certification Program.
4. A number of Licensee’s products have completed C2C PII’s Certification Program and Licensee now wishes to use said Certificates and the Marks on and in relation to Licensee’s products and materials.
5. C2C PII is willing to permit Licensee to use the Certificates and the Marks as identified herein, subject to the provisions of this Agreement and Licensee represents and warrants that it has the capability and shall use the Certificates and the Marks in compliance with the Certification Program.
6. C2C PII and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would adhere to the Certification Program in the design, manufacture and sale of the Licensed Products pursuant to the terms and conditions of the Certification Program.

NOW THEREFORE, the parties hereto agree as follows:

### 1. DEFINITIONS

In this Agreement the following words shall have the following meaning unless the context otherwise requires:

#### **Certificate**

The initial Certificate, any subsequent renewal certificate, whichever is then in effect, as well as any other Certificate(s) issued by C2C PII to Licensee during the Term pursuant to this Agreement, identifying the Certified Product. The initial Certificate, or a description of the product to be certified, is attached hereto as Schedule 3.

#### **Certification Program**

The Certification Program is a process whereby the potential licensee has executed an application and non-disclosure agreement with an Accredited Assessor, the potential licensee

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submits specific information about its product or material to the Accredited Assessor or an Accredited Assessor's authorized vendor, the Accredited Assessor or its authorized vendor reviews and assesses information on the product or material to determine whether the product or material meets the technical certification requirements as described in the Certification Standards, and if the product or material meets the technical certification requirements, the Accredited Assessor sends the application to C2C PII, for audit and issuance of a Certificate indicating the appropriate level of certification. The initial Certificate issued, or a description of the product to be certified, pursuant to this Agreement is attached as Schedule 3. C2C PII may issue subsequent certificates after the execution date amending the term, scope, or other criteria pertinent to the Certified Product so long as C2C PII determines that any such product meets the Certification Standards and Licensee pays all applicable License Fees.

### **Certified Product**

The product(s) or material(s) identified in the Certificate (Schedule 3), which has been certified in accordance with the Certification Program and which remains a Certified Product as defined in the Certification Program.

### **Certification Standards**

The Cradle to Cradle Certified Product Standard applicable to the Certified Product, as identified on the Certificate, publicly accessible via the Internet at the following URL: [http://www.c2ccertified.org/resources/detail/cradle\\_to\\_cradle\\_certified\\_product\\_standard](http://www.c2ccertified.org/resources/detail/cradle_to_cradle_certified_product_standard).

### **Licensee**

Licensee is VERDTICAL ECOSISTEMA SL, a corporation duly organized under the laws of Barcelona, Spain, and its related entities, subsidiaries, or affiliates as such entities are disclosed to C2C PII or its Accredited Assessors in writing.

### **Marks**

Those mark(s) identified in Schedule 1 and the Certificate.

### **Person**

Means any individual, trust, corporation, partnership or other entity, natural or juristic.

### **Accredited Assessor or Accredited Assessment Body**

Accredited Assessors are trained and authorized by C2C PII and perform the product assessment referenced in the Certification Program definition, above.

### **Territory**

The Territory for this Agreement is World-wide, and may be amended from time to time in accordance with this Agreement.

### **Usage Guide**

The set of rules attached as Schedule 2 describing the form and manner in which the Marks are to be used by Licensee, as amended or revised from time to time by C2C PII.

## **2. LICENSE**

Provided that Licensee complies with the terms, conditions and provisions of this Agreement, C2C PII hereby grants to the Licensee a limited, non-exclusive, non-transferable, revocable sub-license to use the Mark(s) identified in the Certificate in the Territory, on or in relation to the Certified Product.

Furthermore, and as strictly authorized by the Usage Guide, Licensee is permitted to use the

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Mark(s) to advertise and promote the Certified Product in all forms of media, whether now known or hereafter discovered, to accurately identify its Certified Products, as well as participation in the Cradle to Cradle® movement and certification of the Certified Products in the Certification Program, in order to further the parties' mutual goal of promoting the Cradle to Cradle® movement and the Certification Program, with any such use inuring to the benefit of MBDC. The Mark(s) shall only be used on or in connection with advertising and promoting the Certified Product.

### 3. TERM

This Agreement and the license hereby granted shall commence on the Effective Date stated in the Certificate and shall, unless terminated in accordance with this Agreement, continue in force for the duration of the term of certification stated in the Certificate(s) issued to Licensee. Certification can be renewed any number of times by C2C PII for one or more products under the Certification Program provided the product(s) continues to meet relevant Certification Program criteria then in effect. Notwithstanding Sec. 15.2 hereof, where applicable, the renewal of certification shall automatically extend the term of the Agreement without any further action of the parties, which Term shall be stated in the renewal Certificate. The Term of this Agreement ends when all Certificates issued under this Agreement (original or renewed) have expired or the Agreement is terminated under Section 9.

### 4. LICENSE REQUIREMENTS AND LIMITATIONS

- 4.1 Use Guidelines. No Mark shall be used with any Certified Product, including for example to manufacture, use, offer for sale, advertise, promote, ship, sell or distribute that Certified Product, unless and until the Certified Product has been approved by C2C PII as meeting the applicable Certification Standards. Such approval may be granted or withheld in conformity with the Certification Program except that such approval shall not be unreasonably withheld. The Licensee shall only use the Marks in accordance with the Usage Guide as amended from time to time. Licensee shall not use or refer to its certification under the Certification Program, or any Certificate or the Marks (a) in any manner that does or is likely to reduce, diminish or damage the goodwill, value or reputation associated with such Certification Program, Certificate, Marks, MBDC, or C2C PII, or in any manner which, in the opinion of MBDC or C2C PII, brings Licensee, and thus by virtue of this License, MBDC or C2C PII, into public disrepute, scandal, or ridicule, reflects unfavorably upon MBDC or C2C PII or any of their respective services, or is misleading or unauthorized under this Agreement; (b) in any manner that would violate the rights of any third parties, (c) in any manner that would result in any third party claim or in any governmental investigation, claim or proceeding, (d) in connection with any product or service other than the Certified Product, or (e) to make any claim regarding certification or the Certified Product inconsistent with the scope of certification. Should MBDC or C2C PII, each in its sole discretion, determine that Licensee is using the Certificate or Marks other than as authorized by this Agreement, Licensee shall immediately upon notice from MBDC or C2C PII cease using the Certificate or Marks in such unauthorized manner.
- 4.2 Certification & Compliance Requirements. Licensee shall at all times comply with the requirements of the then applicable Certification Program, including specifically the then applicable Policy for Manufacturers to Maintain Product Certification Compliance within the Cradle to Cradle Certified Certification Scheme (publicly accessible at [www.c2ccertified.org/resources/detail/cradle-to-cradle-certified-compliance-policy](http://www.c2ccertified.org/resources/detail/cradle-to-cradle-certified-compliance-policy)). In the event C2C PII in its sole discretion determines that the use of the Certificate or the Marks in any particular manner or jurisdiction may violate any applicable rules, laws or regulations, be contrary to public policy or interest, or subject MBDC, C2C PII or Licensee to any third party claims, legal proceedings or governmental investigations or proceedings, or threaten MBDC or C2C PII to incur any costs, penalties or liabilities, Licensee agrees, upon receipt of notice and request from C2C PII, to promptly cease and desist from all use of the Certificate or Marks in such manner or jurisdiction.

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- 4.3 Review & Approval of Advertising Material. As part of the Certification Program, Licensee shall initially submit to C2CPII or the Accredited Assessor then available representative samples of concepts, designs or actual packaging, advertising, marketing and promotional material, including without limitation all press releases and contact with any media entity, that Licensee intends to use in relation to promote, market, distribute, offer for sale, and sell the Certified Products bearing the Marks (collectively, "Advertising Material") for verification of compliance with the Usage Guide. In the event of Internet promotions, Licensee shall provide all relevant website contents for approval prior to any publication.

Licensee shall not publish or use any of the Advertising Material without first securing approval of C2C PII or the Accredited Assessor as herein provided. C2C PII or the Accredited Assessor shall provide its approval within fourteen (14) days of request. The proposed use shall be deemed denied by C2C PII or the Accredited Assessor should it fail to approve in writing any of the submissions furnished by Licensee.

- 4.4 Modification of Use. Once Advertising Material and Production Samples are approved, Licensee may continue to use such material and samples, as well as other material and samples that are derive from the approved samples, provided that no such material or samples shall deviate from the approved samples in any material respect without first obtaining the express written approval of C2C PII or its Accredited Assessor(s). Any new or materially revised concept, layout, description, artwork, model, or prototype sample of Advertising Material or Production Samples proposed for use by or for Licensee shall also be submitted for approval.

- 4.5 Evaluation. To assure compliance with Licensee's obligations, Accredited Assessors, MBDC and C2C PII have the right to review and inspect Licensee premises, operations, Production Samples, Advertising Material and Certified Products. Licensee shall make all necessary arrangements for (a) the conduct of the evaluation and surveillance (only if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Licensee subcontractors; (b) investigation of complaints; and (c) the participation of observers, if applicable. Upon C2C PII's demand Licensee shall promptly submit two (2) specimens of all commercially available materials or products on or in connection with which the Marks are used ("Production Samples") for inspection and use by MBDC or C2C PII to ensure compliance with the Certification Program and this Agreement, and to establish use of the Marks. Furthermore, upon prior notice to and suitable arrangements with the Licensee, the Accredited Assessor(s), C2C PII, and MBDC shall have the right to enter Licensee premises during normal business hours solely to observe its operation in compliance with the Certification Program provided however that any evaluation shall be conducted pursuant to such confidentiality agreement as the parties may execute to promote and protect the limited purpose of this evaluation.

- 4.6 Product Modification. If a Certified Product is modified or otherwise ceases to qualify as a Certified Product for any reason, Licensee shall at its sole expense immediately cease using the Certificate or the Marks on or in relation to all future units of that product that are not yet manufactured and on all sales literature and other materials which use the Certificate or the Marks to refer, promote, identify, advertise, market, or otherwise identify that product, and, when practical, Licensee shall use best efforts to recall such products already in the stream of commerce (including all related collateral such as for example sales literature and material) from retailers and other Persons (other than the ultimate customer).

- 4.7 Samples of Use. After all required approvals have been given by C2C PII, and upon the initial commercial shipment of Certified Products, Licensee shall submit to C2C PII, at Licensee's sole cost, sets of the aforementioned Certified Products and Advertising Material bearing any of the Marks. If it is deemed unreasonable to provide a physical sample of the Certified Product bearing the Marks, a photograph of the Certified Product bearing the Marks may be furnished as proof of Use of the Marks in commerce.

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- 4.8 Complaints. Licensee shall record and maintain accurate records of all complaints made known to it relating to compliance with the Certification Program requirements and make all such records available to C2CPII and Accredited Assessors when requested. Further, Licensee shall (a) take prompt and appropriate action with respect to such complaints and any deficiencies found in Certified Products that affect compliance with the requirements of the Certification Program, and (b) document and memorialize in writing the actions taken in response to any complaint received.

### 5. OWNERSHIP OF THE MARKS & INTELLECTUAL PROPERTY RIGHTS

- 5.1 Licensee agrees that all right, title and interest in the Marks are and shall remain the property of MBDC and its licensee C2C PII, respectively. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Marks other than the right to use the Marks in accordance with and as limited by this Agreement.
- 5.2 Mark Reputation & Attribution. The use of the Marks by Licensee shall at all times be in keeping with their distinctiveness and reputation as determined by C2C PII and Licensee shall forthwith cease any inconsistent use. Licensee shall attribute to C2C PII and MBDC ownership and control of the Marks as identified in the Usage Guide.
- 5.3 Licensee Use of Marks. Licensee shall not have any right, title, or interest to any Mark, including any tangible embodiments or copies, except as provided in this Agreement, and upon termination of this Agreement, Licensee shall cease any access to or use, return to Licensor, or certify the destruction of all Marks and their embodiments or affixations. Licensee shall not use, register, or apply to register any mark or name identical to, confusingly similar to, likely to cause consumer confusion with any of the Marks (including as part of any corporate, business, or trading name of Licensee,) or otherwise compete with the Marks or dilute the distinctive quality of the Marks, or use the Marks outside the Territory.
- 5.4 Licensee Statements. Licensee shall not intentionally, in any written material or otherwise, make any reference to or use the Certificate or Marks in such a manner to lead the reader to believe that Licensee is licensed to apply the Certificate or Marks to any product that is not a Certified Product at the time such reference is made. Further, when Licensee provides copies of the Certificate to others, they shall be reproduced in their entirety, without any alteration, or as specified in the Certification Program.
- 5.5 No Contest. During the term of this Agreement and thereafter, Licensee undertakes not to do or permit to be done any act which would or might jeopardize or invalidate the Marks, their applications, or their registrations, nor to do any act which might assist or give rise to an application to remove the Marks from any national or international register or which might impair or prejudice the rights of C2C PII or MBDC to the Marks. Furthermore, Licensee will not object to or otherwise contest C2C PII's or MBDC's exclusive right and interest in and to, or the validity of the Marks, or use any Mark in a way that infringes any third party rights or otherwise violates any applicable law, rule, or regulation, or tarnishes, degrades, disparages or adversely reflects any of the Marks, C2C PII, or MBDC, their business or reputation. Should Licensee ever acquire any rights in, or registration(s) or application(s) for the Marks, whether by operation of law or otherwise, Licensee hereby immediately and at no expense to C2C PII or MBDC assigns such rights, registrations, or applications to MBDC, along with any and all associated good will and covenants to undertake such other and further acts as may be required to perfect the intent of this Section.
- 5.6 Goodwill. Licensee shall not make any representation or do any act that may be taken to indicate that it has any right, title, or interest in or to the ownership or use of the Marks except under the terms of this Agreement. To the extent that any use of the Marks by Licensee in any

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Territory may result in a development of goodwill in the Marks, such goodwill shall inure to the benefit of and be on behalf of C2C PII's licensor, MBDC.

### 6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1 C2C PII represents that MBDC owns and has all rights, title, and interest in and to the pending applications and issued registrations for the trade or certification marks that are discretely identified on Schedule 1, and warrants that it has received necessary permission and authorization to otherwise sub-license all Marks owned by MBDC as provided herein, and that the use of the Marks discretely identified on Schedule 1 as licensed herein does not infringe any intellectual property or other third party rights known to C2C PII in the territories in which the Marks are registered. Affixation or use of the Marks in connection with a Certified Product only signals that, in reasonable reliance upon the Licensee's representations and the findings of the Accredited Assessor, C2C PII has determined that a representative sample of the Certified Product has met the Certification Program criteria.
- 6.2 LICENSEE COVENANTS, REPRESENTS, AND WARRANTS THAT ALL CERTIFIED PRODUCTS THAT LICENSEE WILL ADVERTISE, MARKET, DISTRIBUTE, OFFER FOR SALE, OR SELL ARE AND SHALL BE SUBSTANTIALLY IDENTICAL TO THE REPRESENTATIVE SAMPLES DISCLOSED TO AUTHORIZED ASSESSORS.
- 6.3 APART FROM C2C PII'S EXPRESS WARRANTY STATED ABOVE, NEITHER MBDC NOR C2C PII MAKE ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKS. C2C PII OR MBDC MAKE NO WARRANTY OR REPRESENTATION THAT THE CERTIFIED PRODUCTS AS ADVERTISED, OFFERED FOR SALE, OR SOLD MEET THE REQUIREMENTS SET FORTH IN THE CERTIFICATION PROGRAM OR THAT THE USE OF THE CERTIFIED PRODUCTS WILL BE SAFE, ERROR FREE, ACCURATE, OR AS ADVERTISED. C2C PII AND MBDC NEITHER MAKE ANY REPRESENTATION NOR ACCEPT ANY DUTY OR RESPONSIBILITY FOR ANY DESIGN OR TESTING PURSUANT TO THIS AGREEMENT.
- 6.4 EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER C2C PII NOR MBDC NOR ANY PARTY TO THIS AGREEMENT MAKES OR OFFERS ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MARK, THE CERTIFIED PRODUCT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, OR TRADE. IN NO EVENT SHALL MBDC OR ANY PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, EXPECTATION DAMAGES, LOSS OF PROFITS OR LOSS OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF MBDC OR THE PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL C2C PII'S OR MBDC'S LIABILITY FOR DAMAGES ARISING FROM THIS AGREEMENT EXCEED US \$500. IN THE EVENT THAT ANY APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THIS AGREEMENT, C2C PII'S OR MBDC'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### 7. INFRINGEMENT

- 7.1 Infringement. Licensee shall immediately notify C2C PII in writing if Licensee becomes aware of any infringement, unauthorized use, or proposed unauthorized use of the Marks, by any Person, or if Licensee becomes aware that any Person alleges that the Marks are invalid or if any Person alleges that use of the Marks infringes any rights of another party. Licensee shall make no comment or admission to any third party regarding such infringement or other matter except pursuant to any judicial order binding upon it.

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- 7.2 Cooperation. Licensee shall at the request of MBDC or C2C PII cooperate with MBDC or C2C PII in any action, claim, or proceedings brought or threatened in respect of the Marks and C2C PII shall meet any reasonable expenses incurred by Licensee to third parties in giving such assistance. Notwithstanding the above, it shall be at MBDC's or C2C PII's sole discretion whether or not any proceedings are brought or continued, and only MBDC or C2C PII may settle or compromise any such proceeding.

### 8. FEES

Licensee shall pay the required Certification Program fees in the manner and according to the schedule as agreed between C2C PII and Licensee, which schedule is set forth as Schedule 4, "Program Fees," hereto.

### 9. TERMINATION

- 9.1 Termination For Cause. Any party may terminate this Agreement upon notice in writing to the other party if at any time:
- (a) A party breaches any provision of this Agreement and, if such breach is unintentional and subject to cure, fails to cure such breach within thirty (30) days after receipt of notice of breach from the non-breaching party;
  - (b) A party breaches any provision of this Agreement and such breach is not subject to cure or is otherwise not cured as provided herein;
  - (c) A party makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, commences or is the subject of any proceeding under law relating to any bankruptcy, arrangement, insolvency, or readjustments of its debt, which proceeding is not dismissed within sixty (60) days after commencement, and should the operation of any rule, regulation, or law prevent the termination of this Agreement, then any and all licenses to any intellectual property granted herein, including by way of example but not limitation all Marks licensed herein, shall immediately terminate and all rights thereto shall revert to the owner or licensor thereof;
  - (d) A party's use of the Marks may reasonably lead to legal liability on the part of the terminating party or MBDC;
  - (e) A party commits any act or becomes involved in any situation which, in the opinion of the non-breaching party brings Licensee, and thus by virtue of this Agreement, C2C PII or MBDC, into public disrepute, scandal, or ridicule, or reflects unfavorably upon C2C PII or MBDC, or any of their products or services.
- 9.2 Termination for Convenience. The Licensee may terminate this Agreement at any time upon three months' written notice to C2C PII.
- 9.3 Rights Upon Termination. Upon cancellation, expiration or termination of this Agreement, the license and rights granted hereunder shall terminate completely and all rights shall revert to C2C PII and, except as otherwise authorized herein, Licensee shall immediately discontinue all use of the Marks. In the event of the termination of this Agreement by C2C PII pursuant to Section 9.1, or by Licensee pursuant to Section 9.2, Licensee shall not be entitled to a refund of any fees paid in accordance with Section 8.
- 9.4 Limited License to Exhaust Inventory Upon Termination. Unless this Agreement is terminated due to Licensee breach (under Section 9.1) or early termination by Licensee (under Section 9.2,) the inventory of the Certified Product(s), including related Advertising Material, then existing at the date of expiration or termination of this Agreement, which inventory and Advertising Material were produced and warehoused in the ordinary course of Licensee's business and not in anticipation of any termination of this Agreement, may be sold by Licensee subject to the provisions of this Agreement (including its Schedules) if such Certified Product(s)

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complies with this Agreement and can be liquidated in compliance with the terms of this Agreement, but not otherwise, provided however that this limited license to exhaust the inventory of Advertising Material does not authorize any use of the Mark(s) through publication through the Internet.

- 9.5 No Use of Marks Upon Termination. Upon the expiration or termination of this Agreement for any reason or no reason, and notwithstanding any limited license to exhaust inventory of Certified Product(s), Licensee at its sole expense shall immediately cease any use of the Marks whatsoever, and shall forthwith cause the Marks to be removed from all Certified Product(s) and from all sales literature and other materials and, where necessary to achieve this, shall use its reasonable efforts to recall Certified Product(s), sales literature, and materials from retailers and other Persons (other than the ultimate customer,) and to refrain from the further sales, advertisement, marketing, or other public distribution or offering of such products. C2C PII may inspect any such Certified Product(s), sales literature, and materials to ensure adequate removal of the Marks.
- 9.6 Survival of Rights and Obligations Upon Termination. All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter. Without limiting the generality of the foregoing, the obligations of the parties under Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive any termination of this Agreement.

### 10. IRREPARABLE HARM

Licensee agrees that if it violates any provision of this Agreement pertaining to the intellectual property rights licensed herein irreparable harm will be suffered by C2C PII and MBDC which cannot be remedied by monetary damages in any action at law, and that C2C PII and MBDC, or either of them, shall be entitled to injunctive relief in addition to any other available remedies without any further requirement for proof of likelihood of harm. In the event of any default or breach by Licensee, including any action by Licensee that could cause some loss, infringement, or dilution of the intellectual property rights licensed herein, MBDC, C2C PII, or both shall be entitled to an immediate injunction in addition to any other remedies without any further requirement of proof of irreparable harm, loss, or damage.

### 11. INDEMNITY

Licensee hereby agrees, at its expense, to defend, indemnify and hold C2C PII and MBDC, and each of their respective officers, directors, members, agents and employees, harmless from any and all claims, demands, causes of action, judgments and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages (including without limitation direct, indirect, and consequential damages and loss of profits, production, use, and contracts), settlements and costs (including attorney's fees, court costs and expert's fees) arising out of or related to the acts or omissions of Licensee or its owners, members, officers, directors, agents, or employees that arise out of a claim regarding (a) the inaccuracy or violation of any of Licensee's warranties, representations, or covenants, (b) the Licensee's use of the Marks, (c) the design, manufacture, testing, marketing, advertising, promotion, offering for sale or selling any Certified Product, (d) Licensee's Certified Product, or (e) Licensee's breach of the terms and conditions of the Certification Program.

C2C PII hereby agrees, at its expense, to defend, indemnify and hold Licensee and each of its respective officers, directors, members, agents and employees, harmless from any and all claims, demands, causes of action, judgments and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages (including without limitation direct, indirect, and consequential damages and loss of profits, production, use, and contracts), settlements and costs (including attorney's fees, court costs and expert's fees) arising out of or related to the acts or omissions of C2C PII or its owners, members, officers, directors, agents, or employees that arise out of a claim

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(a) regarding the inaccuracy or violation of any of C2C PII's warranties, representations, or covenants (b) regarding C2C PII's use of Licensee Material in violation of this Agreement, (c) regarding C2C PII's breach of the terms and conditions of the Certification Program.

### 12. ASSIGNMENT

Licensee shall not assign, transfer, subcontract, sublicense, or in any other manner make over to any third party the benefit and/or burden of the whole or any part of this Agreement or purport to do any of the same without the prior written consent of C2C PII, and any such purported assignment, transfer, contract or license shall be null and void.

### 13. COMPLIANCE WITH LAWS

Licensee shall at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its manufacture, distribution, advertising and sale of the Certified Product and the operation of its business generally.

### 14. NOTICES

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given on the date of receipt if delivered by hand with a record of delivery, or by recorded delivery or certified or registered post providing for a record of delivery (including through recognized couriers such as UPS, FedEx, DHL,) or by facsimile (subsequently confirmed by post) to a party at the address for that party set out below unless a different address has been notified to the other in writing for this purpose.

#### If to C2C PII:

Peter Templeton

Cradle to Cradle Products  
Innovation Institute  
475 14<sup>th</sup> St, Suite 290  
Oakland, California 94612  
United States

#### If to Licensee:

Name, Title  
Company

Daniel Guzmán

B65682353

VERDTICAL ECOSISTEMA SL

Address

Calle Doctor Rizal 8, 08006 Barcelona  
Catalonia Spain

### 15. MISCELLANEOUS

- 15.1 Entire Agreement. Except for the non-disclosure agreement executed by Licensee in connection with the Certification Program, and the application submitted by Licensee in connection with the Certification Program, this Agreement including its Schedules and documents referred to therein, including, but not by way of limitation, the Certification Standards, the Territory and the Certificate, constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersede all prior oral or written agreements, understandings, or arrangements between them relating to such subject matter.
- 15.2 Modification. No change may be made to this Agreement except in writing signed by duly authorized representatives of both parties.
- 15.3 Waiver of Rights under this Agreement. No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

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- 15.4 Governing Law and Jurisdiction. The validity, interpretation, and enforcement of this Agreement, as well as resolution of disputes of any nature deriving from this Agreement or from tort shall be governed solely by the law of the Netherlands without regards to any conflict of laws provision either in the law of the Netherlands or in any law of the Territory, and the applicability of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising in connection with the present Agreement, or further agreements resulting therefrom, shall be exclusively resolved by the competent court in The Hague, the Netherlands.
- 15.5 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any agency, partnership, employment, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.
- 15.6 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement shall remain in full force and effect.
- 15.7 Counterparts. This Agreement may be executed in any number of separate counterparts, and all such counterparts taken together will constitute one and the same agreement. This Agreement may be signed and transmitted by facsimile machine electronic mail (via .pdf or similar format), and any signatures so transmitted shall be treated as original signatures. and photocopy, facsimile, electronic, including digital signatures, or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy, facsimile or electronic signatures of such party's representative hereto.
- 15.8 Reciprocal License. Licensee shall provide photographs and marketing material as appropriate to identify each Certified Product ("Licensee Material") to C2C PII. C2C PII shall have the right to display (on the Internet and otherwise) *non-confidential* information pertaining to the Licensee, the relationship created under this Agreement, the certification process, or the Certified Product(s), including but not limited to, displaying the certification level associated with the Certified Product during the Term of this Agreement, provided that no material changes are made to Licensee Material without Licensee's permission and provided that no Licensee trade or service mark is used in any manner (a) that is likely to reduce, diminish or damage the goodwill, value or reputation associated with such mark, (b) that would violate the rights of any parties, or (c) that would result in any third party claim or in any governmental investigation, claim or proceeding. C2C PII shall have the right to provide *non-confidential* certification material for the Certified Product, for example as received by C2C PII from the Accredited Assessor, to auditors or other third parties.

For the purposes of this section Confidential Information is any information which is (i) disclosed to C2C PII or the Accredited Assessor in tangible form and clearly marked as "confidential" or "secret" at the time of disclosure, or (ii) initially in intangible form and identified as confidential at the time of disclosure to C2C PII and the Accredited Assessor and within thirty (30) days following the initial disclosure is summarized and designated as "confidential" or "secret" in writing to C2C PII and the Accredited Assessor. Except as provided in this Section 15.8, C2C PII shall not provide or otherwise disclose any Licensee information, whether confidential or not, to any direct competitor of the Licensee.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by C2C PII or the Accredited Assessor prior to receiving the Confidential Information from Licensee; (b) becomes rightfully known to the C2C PII or the Accredited Assessor from a third party source not known by the C2C PII or the Accredited Assessor to be under an obligation to Licensee to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the C2C PII or the Accredited Assessor in breach of this Agreement; (d) is required to be disclosed in a judicial or

## CRADLE TO CRADLE CERTIFIED™ PRODUCTS PROGRAM LICENSE AGREEMENT

administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and (e) is or has been independently developed by employees, consultants or agents of the C2C PII or the Accredited Assessor without violation of the terms of this Agreement or reference or access to any Confidential Information.

- 15.9 Each Party hereby represents and warrants that: (i) it has the right, power, and authority to enter into this Agreement; (ii) the Agreement has been fully reviewed and duly executed by the Party's authorized representative; and (iii) this Agreement does not contravene or otherwise conflict with any other obligation or agreement entered into by that Party.

### ACCEPTED AND AGREED TO:

<b>C2C PII</b>	<b>Cradle to Cradle Products Innovation Institute</b>	<b>Licensee:</b>	VERDTICAL ECOSISTEMA SL
By:	Peter Templeton	By:	Daniel Guzmán
Title:		Title:	B65682353
Date:		Date:	
Signature:		Signature:	