

License Agreement

Between

_____, a limited liability company under the laws of France, registered office
represented by Mr. _____ in his capacity as Managing Director,
hereinafter called, “the Licensor”,

And

_____, a limited liability company under the laws of
_____, registered office, _____, represented by Mr.
_____ in his capacity as CEO, hereinafter called “the Licensee”,

Recitals

This contract is based on the facts and information below concerning _____ process,
reputation and know-how.

Process

The _____ process

The _____ process is a,

The _____ process

The _____ process is a

The _____ process does not

The _____ process

The _____ process

Reputation

The Licensor and her PATENT N° FR1100564 in particular have acquired a observation and
bring one of the several possibilities to make raise Packaging food and in the future no food

Know-How

Over the years, the Licensor ANNE-SOPHIE BOUGEROL LA CHÂTRE has acquired and
perfected expertise in the development of the Technical like packaging food above process
BUT not in the manufacturer this precision is important .

The above stated, the Licensor ANNE-SOPHIE BOUGEROL LA CHÂTRE has expressed its
wish to fabricate and sell the aforementioned systems and products, and has applied for a
license to exploit the aforesaid process and associated know-how.
Therefore, the Parties hereby agree as follows:

Article 1 - Definitions

Unless expressly defined otherwise, the terms below shall have the following meaning:

Agreement: the present transfer technology Agreement,

Territory/ies: the territory/ies are defined in Article 4, covered by the Agreement.

Products: _____.

Article 2 - Nature of License

Subject to the provisions governing technology transfer, the Licensor grants the Licensee an exclusive license to fabricate and sell the products within the territory/ies of _____, as well as all new inventions by _____, affecting the process, as well as any improvements in _____ [name of the process type].

The exclusive license grants the Licensee the sole right to make, have made, use, sell and commission the sale of the products and any new inventions and improvements in the territory of _____, for all possible applications.

The Licensee may only make, have made, use, sell and communicate the sale directly or indirectly of products likely to compete with the Products after obtaining the Licensor's prior consent.

Article 3 - Sub-License

The Parties expressly agree that the Licensee may grant _____ sub-license to fabricate and sell the products, and that it will take sole responsibility for prospecting sub-licenses.

Article 4 - Territory

This Agreement is granted through out the _____.

Should the Licensee wish to develop its export sale network outside the territory, it shall obtain prior written consent from the Licensor who will provide assistance if required.

Should difficulties be encountered in pursuing the Agreement, or should it prove impossible to pursue in a part of the territory/ies of _____, this shall not give rise to termination of said Agreement.

Article 5 - Royalties

The Agreement is granted in consideration of payment of yearly royalties at a rate of 5% (five per cent) of Licensee's total revenues/OR Turnover exclusive of VAT.

Article 6 - Term

The Agreement shall run for a term of 10 years [TEN YEARS] full and consecutive years from _____.

At the end of the term of the contract, the Agreement shall be tacitly renewed every 2 years [TWO YEARS] years, unless either Party gives notice of termination to the other by registered letter with bill of receipt no later than 6 (sixth) months before the end of the term then in progress.

This Agreement supersedes all other previous verbal and written understandings. Any change to the Agreement or its constituent annexes shall be effected by written amendment signed by both Parties.

Article 7 - Communication of Information. Assistance

Licensor shall provide Licensee both verbally during visits by its engineers and in written form by means of documentation, engineering and market research, production manuals, engineering drawings and schematics, and quality standards with all the information it needs in connection with the process.

Licensor shall provide with all attendant know-how that exists or may be developed in the future.

Article 8 – Marking of Process

The process covered by the Agreement shall be sold under the Licensor's trademark and associated trademarks.

Consequently Licensor grants Licensee the right to use its trademark in _____ [name of country]. To this effect, Licensor grants as an accessory provision of the Agreement a royalty-free exclusive license to use the trademarks listed and annexed hereto as an integral part of the Agreement.

Article 9 – Terms of Payment of Royalties

Royalties due under the term of article 5 above will be payable per quarter by bank transfer within forty-five days of the end of the last elapsed calendar quarter.

Licensee will communicate its revenues over the last elapsed quarter to Licensor, to serve as a basis for calculating royalties.

Article 10 – Non-Disclosure

Licensee shall not disclose any information communicated to it by Licensor during the course of the Agreement, and for five years thereafter.

Article 11 – Improvement. Transfer of Know-How

Either Party shall inform the other of any improvements made to the process.

Article 12 – Infringement

Each Party will inform the other of any infringement of the process that is brought to its notice. The same shall apply to any failure to observe the non-disclosure provision regarding know how.

Article 13 – Waiver of Rights and Sufferance

The waiver by either Party, at any time, of a breach of its rights shall not operate or be constructed as a waiver of any subsequent breach of those rights.

Article 14 – Force Majeure

Performance of all or part of the contractual obligations incumbent on the Parties under the terms herein shall be deferred in the event of force majeure.

Force majeure means any event that the Parties could not be expected to foresee, that is entirely beyond the control of the defaulting Party, and that prevents the obligations of the Agreement being performed as originally intended.

The Parties agree that the following in particular shall be considered cases of force majeure: war riots, fire, strike, inability to procure, and general transportation stoppage.

In the event of force majeure, as defined above, the invoking Party shall give notice to the other Party by registered letter with bill of receipt, or by telex or facsimile transmission within eight days of the event.

Article 15 - Termination

The Agreement shall terminate with immediate effect if either Party defaults on any of its contractual obligations, and fails to remedy within 30 (thirty) days of receiving notice to this effect from the other Party by registered letter with bill of receipt.

Article 16 – Effect on Expiry of Termination

Licensee shall return any documentation mentioned in article 10 within 15 (fifteen) days on the date on which the Agreement ceases to be effective.

Licensee may sell off any products left in stock at the time when the Agreement expires or is terminated, until all stocks have been sold, once they have been inventoried by a third Party appointed by Agreement between the Parties.

Licensee shall pay Licensor any royalties due under the terms of article 5 above no later than 30 (thirty) days after all stocks have been sold off.

Article 17 - Language

This Agreement exists in 6 (six) original copies, in English.

Any translation, particularly into _____ or French, shall be reputed for the sole needs of Party responsible for requesting, performing or commissioning the translation.

In the event of a dispute, the English original shall prevail.

Article 18 - Governing law

The laws of France should govern the Agreement.

Article 19 – Arbitration

All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration under the ICC (International Chamber of Commerce) in Paris. The place of arbitration should be Paris.

Article 20 - Registration and fiscal charges

All charges, taxes and duties payable with respect to the Agreement, and to the payment of royalties as defined in article 5 above shall be borne, in each country, by the resident Party who undertakes to make prompt payment and comply with all fiscal requirements in respect of the Agreement.

Agreement made in _____, this _____ day of _____, in 6 (six) original copies

The Licensor

ANNE-SOPHIE BOUGEROL LA CHÄTRE

The Licensee
