

HALAL CERTIFICATION AGREEMENT

This Halal Certification Agreement made and entered into, in duplicate, this _____, 20__ by and between **ETIMAD LLC**, referred to herein as the "COUNCIL", and _____, referred to herein as the "MERCHANT".

WITNESSETH

WHEREAS, the Council is a limited liability company duly organized for the purposes of Halal supervision, and

WHEREAS, the Merchant hereby requests the Council to grant the Council's Halal supervision to

_____ at: _____

AND WHEREAS, the Council is willing to grant said supervision and issue certificates of Halal endorsement under the terms and conditions provided hereafter:

IT IS THEREFORE AGREED BETWEEN THE PARTIES HERETO:

That Etimad Halal Certification, hereby grants the requested supervision of the Council under the following conditions:

1. The Merchant agrees to abide by all requirements set forth by the Council regarding the production of Halal certified products. The Council shall be the sole authority and certifying agency as to the Halal status (conformity with the Muslim Dietary Laws) of the above mentioned location.
2. The Merchant agrees to produce all Halal products at plants certified by the Council.
3. The Merchant agrees to forward all written inquiries concerning the implementation of Halal standards to the Council.
4. All purchase invoices and inventory records relevant to Halal certification shall be made available for inspection upon reasonable request by the Council and provided that Merchant was given prior written notice of such inspection request.
5. The Merchant understands that alcohol is strictly prohibited under Halal dietary law.

6. This Etimad Halal Certification is contingent upon maintaining the specific Kosher Certification the Merchant had submitted to the Council.

7. The Merchant agrees that at the termination of this Agreement all unused labels and containers bearing the Etimad Halal symbol be destroyed or obliterated under the supervision of the Council at no expense to the Council.

8. In the event of any breach of the Halal provisions of this Agreement by the Merchant and so determined by the Council in its reasonable discretion, the Council will notify the Merchant in writing by registered mail that such a breach has occurred. Merchant will have the opportunity to cure such breach within thirty (30) days from receipt of such notification from Council. In the event Merchant fails to cure the breach as reasonably determined by Council, Council shall determine whether its certification shall be withdrawn immediately or whether additional time to allow for correction of the breach will be accepted. In the event the Etimad Halal certification is withdrawn immediately, the Merchant shall be prohibited from using any form of the Council's endorsement as of the date of withdrawal of endorsement and any remaining unused containers, labels, or wrappers bearing the Council's endorsement shall be destroyed or the endorsement obliterated therefrom in the presence of a representative of the Council, within ten (10) days after such date. Nothing contained in this paragraph shall relieve the Merchant from paying the stipulated sum agreed to be paid to the Council herein. The Council shall not be held liable for any consequential damage that the Merchant may incur as a result of such termination.

9. The Council covenants and agrees that it will not communicate, disclose or divulge to, or use for the benefit of, any other person, partnership, association, or corporation, any information received by or communicated to Council pursuant to this Agreement pertaining to Merchant's business, customers, and/or trade secrets, formulas, or secret processes used or employed by the Merchant in or about its business.

10. The Merchant agrees to pay the Council a _____ dollars (USD \$0000.00) annual fee which includes travel expenses for annual plant inspection.

11. This Agreement shall run from _____, 20__ to _____, 20__ and shall be renewed automatically for an additional one (1) year period on each ensuing _____, unless either party notifies the other in writing by registered mail of its intent to terminate this Agreement thirty (30) days in advance of the expiration date.

12. In the event that the Merchant or any of its suppliers makes any changes which may not be acceptable to the Council, the Council shall provide written notice to Merchant regarding the unacceptable changes. Upon receipt of such written notice, Merchant shall have thirty (30) days to remedy the unacceptable changes to Council's reasonable satisfaction. In the event Merchant fails to remedy the unacceptable changes within the thirty (30) day period, Council have the right to withdraw its certification. In such event, the Merchant shall be prohibited from using the labels which bear the Etimad Halal for that product. Unused labels bearing the Etimad Halal endorsement of that product shall be destroyed.

13. The Merchant agrees not to affix the Etimad Halal symbol on any private label unless receiving written permission from the Council authorizing the use of the Etimad Halal and specifically listing the name of the private label.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their corporate officers hereunto duly authorized:

COUNCIL _____

MERCHANT _____

Administrator _____

Supervisor _____

ETIMAD LLC
8 The Green, Suite A
Dover, Delaware 19901

DATE _____

DATE _____