

INTERIM RESELLER AGREEMENT

This is an Interim Agreement between International Biodegradable Products Institute, Inc. (“BPI”), an organization that certifies compostable products and licenses its Certification Marks to others to sell BPI Certified Products, and (“Company”), a potential sublicensee of a BPI Member (“BPI Member”), interested in buying BPI Certified Products from such BPI Member to privately label such products.

Under this agreement, BPI grants to the Company a temporary, non-exclusive right to use the Certification Marks on draft product and packaging artwork associated with Certified Products it intends to sublicense from a BPI Member, covering the Territory of United States, Canada, Chile, Brazil and Mexico. This agreement does not grant permission to publicly display or share the Company’s use of the Certification Marks, including shipment of any samples or sales to customers. Such permission is granted under a sublicense agreement with a BPI Member with approval from BPI in writing and shall include, but not be limited to, the approval of a detailed product list and the artwork containing the Company’s name, trademarks, packaging and use of the Certification Marks for such Products.

The separate Sublicense Agreement may be established and granted by BPI under the BPI Member’s License Agreement and is for use of the Certification Marks in association with the sale of such Certified Products purchased from the BPI Member subject to the terms of the current License Agreement with such BPI Member. A copy of BPI's standard License Agreement is available from BPI upon request by Company.

All aspects of the individual Sublicense Agreement to Company must be met prior to sale of the Certified Products, including, but not limited to, a fully executed Sublicense Agreement with the Licensor and BPI Member, payment of all fees associated with the Sublicense Agreement, and approval of all artwork for products and packaging for use with the BPI Certification Mark.

Agreed:

Company:

International Biodegradable Products

Address:

Institute, Inc.

Signature:

Signature:

Name and Title:

Name and Title: Rhodes Yepsen,

Executive Director

Date:

Date: