



APPLICATION FOR PRIVATE-LABEL USE OF GREEN SEAL MARK

This is a Contract between _____¹ ("Registrant"), with offices at _____ and Green Seal, Inc. ("Green Seal"), with offices at 1001 Connecticut Avenue, NW, Suite 827, Washington, D.C. 20036, authorizing Registrant's use of the Green Seal Certification Mark under specified conditions.

Registrant is manufacturing or marketing under the brand name _____² a Green Seal-certified product, _____³, made or licensed by _____⁴. Upon successful application to Green Seal and only after written notification is provided by Green Seal, Registrant may use the Green Seal Certification Mark on its product and in its product's advertising as long as the Green Seal-certified product remains certified by Green Seal. Registrant must strictly adhere to the Rules Governing the Use of the Mark established by Green Seal. Registrant agrees that the Green Seal Mark is the exclusive property of Green Seal and will do nothing inconsistent with Green Seal's ownership of the Mark or challenge the validity or Green Seal's ownership of the Mark.

Registrant agrees to indemnify and hold harmless Green Seal, and its successors and assigns, directors, officers, agents, and employees, from any and all claims, actions, losses, expenses, or damages, including attorneys' fees, arising out of this Application regarding the Product, the Manufacturing Site(s), a Product Evaluation, or the use or misuse of the Green Seal Mark by Registrant or Registrant's representative(s).

In the event the certified product loses its certified status, Registrant will cease to use the Green Seal Mark in all advertising related to its product and will no longer use the Mark on its product. Existing inventories of product bearing the Mark or of marketing literature using the Mark may be used within a reasonable time, not to exceed 120 days from the time Green Seal notifies the Registrant or Registrant becomes aware that the product is no longer certified by Green Seal.

Registrant will pay a non-refundable license fee to Green Seal for use of the Certification Mark and any required evaluation and monitoring of the product. The evaluation fee, which is \$750 per product specified under this license, is due upon initial application. The annual compliance monitoring fee, which is \$750 per product per year specified under this license, is due no later than the anniversary date of certification, and is subject to change upon annual renewal of this contract. In addition, if Registrant manufactures the private-labeled product, it is subject to an additional fee of \$750 plus out-of-pocket expenses to cover the cost of an audit of the relevant manufacturing facility; this is payable upon execution of this contract, and a comparable fee, subject to change, shall be paid for an audit every third

¹ Name of applicant applying for private-label license from Green Seal; NOT the manufacturer whose product received the original certification from Green Seal.

² Name of private-label product for which Registrant is applying for a private-label license; NOT the name of the product originally certified by Green Seal.

³ Name of product originally certified by Green Seal, which is replicated by private-label product.

⁴ Name of manufacturer of product originally certified by Green Seal.

year thereafter or earlier if there are product or production changes. All fees will escalate at 5% per year.

This Contract may be terminated by either party without cause upon 60 days prior written notice; if Green Seal so terminates, it will reimburse the Registrant for the pro-rated share of the yearly fee. Green Seal may terminate this Contract upon fourteen days' written notice of a breach of this Contract by Registrant if such breach is not cured within such fourteen-day period. Termination with cause requires Registrant to cease using the Green Seal Mark immediately in advertising and on its product as soon as possible.

This Contract shall be construed in accordance with the laws of the District of Columbia.

Unless altered in writing, any notice required by this Contract shall be given as follows:

Notice to Green Seal shall be given to:

Name: Arthur B. Weissman, Ph.D.
Title: President & CEO
Address: 1001 Connecticut Ave., NW
Suite # 827
Washington, DC 20036
Ph. (202) 872-6400, fax (202) 872-4324
E mail: aweissman@greenseal.org

Notice to Registrant shall be given to:

Name: _____
Title: _____
Address: _____

Ph. _____, fax _____
E mail: _____

GREEN SEAL

By: _____

Its: _____

Date: _____

REGISTRANT

By: _____

Its: _____

Date: _____