



# Ingeo™ Fibers License Agreement

## ("Approved Supplier Agreement")

This Agreement is between NatureWorks LLC with offices at 15305 Minnetonka Blvd, Minnetonka, MN 55345 ("NW LLC ") and the company signing below (hereinafter "Company"). It will be effective when signed by both parties. NW LLC and Company desire to enter into an arrangement whereby Company will become an approved supplier of products made from Ingeo™ fibers, and will be permitted to display the Ingeo trademark and logo on advertising, labels or other promotional materials for certain of Company's products. The parties agree as follows:

- 1) **Brand Policy.** Company agrees to comply with the Ingeo fibers Brand Policy, which is available from NW LLC and which may be modified by NW LLC from time to time at its sole discretion.
- 2) **Use of Trademarks.** Company agrees to the terms of the Ingeo Trademark License Agreement, in the form most recently made available by NW LLC, and understands that upon approval by NW LLC, Company shall be a Licensee under such Agreement.
- 3) **Restriction on Purchases and Sales.** All Ingeo fibers and any textiles made from Ingeo fibers (yarns, fabrics, etc) used by Company to manufacture its commercial products, must be purchased from a supplier that has a formal license agreement with NW LLC . Company may sell commercial products containing Ingeo fibers only to commercial end users, retailers (acting as resellers), or companies having a formal licensee agreement with NW LLC. A list of licensees is available at [www.ingeofibers.com](http://www.ingeofibers.com)
- 4) **Term and Termination.** Unless earlier terminated as provided herein, this Agreement will be effective for one year from the effective date, and shall renew automatically for successive one-year terms. After the initial term, either party may terminate this Agreement for any reason by providing sixty (60) days advance notice to the other party. In addition, NW LLC may terminate this Agreement for cause by providing Company with written notice of intent to terminate. The termination shall be effective immediately after notice if the termination results from a breach of the License requirements. Any other termination will be effective 30 days from notice, unless Company remedies the breach within the 30 day period.
- 5) **Notices.** All notices and other communications under this Agreement will be sent to NW LLC, Legal Department at the address set forth above and to Company at the address set forth below. Either party may change its notice address at any time by written notice. All communications will be deemed given when received by the party to whom they are addressed.
- 6) **General.** This Agreement is not assignable or transferable in any manner by the Company without the prior written consent of the NW LLC. NW LLC may assign this Agreement in whole or in part without consent. This Agreement shall be interpreted according to the laws of the State of Minnesota, USA, without reference to conflict of laws rules. If either party fails to enforce this Agreement on one occasion, it will not be prohibited from enforcing this Agreement on another occasion. This Agreement may be executed in two or more counterparts any of which may be by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement, including any documents referred to herein, which are incorporated herein by reference, sets forth the entire understanding between the parties and supersedes all prior Agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

# Ingeo™ Fibers License Agreement

("Approved Supplier Agreement")

A typed description of legal company name and address (or copy of official company letterhead on which legal name and address appear) must be sent with this agreement – please complete information overpage

COMPANY *		Telephone *	
Address *		Fax:	
Typical Products which Company supplies to the market *		E-mail	
NW LLC Account Representative * (if unknown, please indicate "unknown")			

\* Indicates mandatory information. Incomplete agreements will not be accepted

By signing below, the authorized representative of each party indicates such party's agreement to the foregoing and its intention to form a legally binding contract. This agreement is subject to NW LLC's approval. It is not effective unless NW LLC signs the Agreement and returns it to you.

<b>Company</b> By: _____ Name: _____ Title: _____ Date: _____	<b>NW LLC</b> By: _____ Name: _____ Title: _____ Date: _____
---	--

Please sign and return two originals via mail to:

<u><b>For Asia:</b></u> <b>PN Marketing</b> <b>Room 102, No. 65</b> <b>999 Lou Shan Guan Road</b> <b>Chang Ning</b> <b>Shanghai</b> <b>China</b> <b>Attention - Sukie Xu</b>	<u><b>For Europe:</b></u> <b>GB Studio s.r.l.</b> <b>Corso Venezia 35</b> <b>Milan, Italy</b>  <b>Attention – Giusy Bettoni</b>	<u><b>For Japan:</b></u> <b>NatureWorks LLC</b> <b>c/o Cargill Japan Ltd.</b> <b>Fuji Building 3-2-3</b> <b>Marunouchi</b> <b>Chiyoda-Ku,</b> <b>Tokyo 100-005 Japan</b> <b>Attention: Dan Sawyer</b>	<u><b>For All Other countries:</b></u> <b>NatureWorks LLC</b> <b>15305 Minnetonka Boulevard</b> <b>Minnetonka, MN 55345 USA</b>  <b>Attention – Ingeo Fibers Brand Manager</b>
---	--	--	---