

BULK PACKAGING AGREEMENT

THIS AGREEMENT made this ____day of _____, 2010 by and between MEY Corporation, a North Carolina Corporation, with its principal office and place of business in Chapel Hill, NC, U.S.A., hereafter sometimes called First Party, and _____, hereinafter called Second Party.

THIS AGREEMENT IS PURSUANT TO 40 CFR 167.3 SECTION 7 OF THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT. THE PRODUCT THIS AGREEMENT COVERS IS KNOWN AS WISE UP™ PLUS GLYPHOSATE HERBICIDE REGISTERED WITH U.S. ENVIRONMENTAL PROTECTION AGENCY, HEREINAFTER REFERRED TO AS THE PRODUCT PACKAGED UNDER THE SECOND PARTY'S EPA ESTABLISHMENT NUMBER: _____

WITNESSETH:

WHEREAS, First Party is engaged in business as the original Registrant and Chemical Supplier of the product referred listed above, with the U.S. Environmental Protection Agency, (hereinafter referred to as the "EPA") and Second Party is a sales and services company; and first Party desires Second Party to package the product in containers of varying size, as stipulated herein, and Second Party desires to proceed accordingly under the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and of the promises and agreement made by each of the parties to the other as hereafter set forth and for other good and valuable considerations, the receipt of which is acknowledged, the parties have agreed and do hereby agree as follows:

1. The First Party will supply the product to Second Party at a concentration described in the attached label data. The specifications described thereon conform to the specifications submitted to the EPA as a part of the registration of the product.
2. Second Party is authorized to repackage the product into containers of varying size, provided the container is designed and constructed to accommodate the return and refill of greater than 55 gallons of liquid product or 100 pounds of dry product.

3. Second Party agrees, other than physically repackaging product, it will not alter in any way the product received from the First Party. In the event that the product packaged by Second Party is found to have been altered in any way during the process of repackaging, Second Party shall be held accountable for any damages, fines, or other penalties assessed by the EPA or any other party making claims that the product does not meet specifications for the product as supplied by First Party and shipped to Second Party.
4. Second Party agrees to affix product labeling supplied by First Party to the containers as stipulated herein that the product is packaged at the Second Party's registered EPA Establishment. Second Party further agrees that the net contents of each container will appear either on product labeling or the container itself, it will place the product label supplied by the First Party onto each container, and designate the net contents, and the Second Party's EPA Establishment Number on each labeled container. The Second Party will ensure that each container utilized for packaging is either (1) dedicated to one specific active ingredient of compatible formulation, or (2) the container is thoroughly cleaned according to instructions provided by the First Party's product labeling directions, prior to packaging of the first Party's product.
5. The bulk storage tank(s) utilized by the Second Party must be dedicated and correctly labeled, upon delivery of the Product by the First Party, with the EPA Registered label, inclusive of the EPA Establishment number of the First Party. Containers in to which the product is being filled, must be new or thoroughly cleaned to avoid contamination or damage to the integrity of the product.
6. All disputes, questions, controversies, claims, or differences arising between the parties hereto in relation to or in connection with the Agreement or for breach thereof shall be finally settled according to the rules of American Arbitration Association then pertaining. The place of arbitration shall be Orange County, North Carolina. Judgment from the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award, and an order of enforcement as the case may be.
7. A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more provisions hereof, shall not invalidate the remaining provisions of this Agreement in that jurisdiction, nor shall such declaration have any effect upon the validity of the interpretation of this Agreement outside of that jurisdiction.
8. The English version of this Agreement shall be controlling, even though it may be translated into some other language, and the laws of the State of North Carolina, USA, shall apply.

9. This Agreement shall continue in effect until suspended or cancelled by either party upon ninety (90) days written notice.
10. All notices, requests, demands, and other communications under this Agreement or in connection herewith shall be given to the address of the parties set forth herein or as specified in writing by a party.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, it being expressly understood and agreed, however, that this Agreement shall not be sold, assigned, pledged, or otherwise encumbered by Second Party, either directly or indirectly, without the written consent of First Party.
12. This Agreement, or a copy thereof, will be kept onsite by the Second Party, for review upon demand by any authorized agent of the EPA.

IN WITNESS WHEREOF, the parties hereto have duly caused this instrument to be executed by their representatives as of the day and year first above written.

FIRST PARTY: MEY Corporation

SECOND PARTY: _____

By: _____

By: _____

Title: _____

Title: _____

Please fax signed forms to MEY Corporation at (919) 932-5820.

ADDENDUM TO BULK PACKAGING AGREEMENT

THIS ADDENDUM made this ____ day of _____, 2010 by and between MEY Corporation, a North Carolina Corporation, with its principal office and place of business in Chapel Hill, NC, U.S.A., hereafter sometimes called First Party, and _____, hereinafter called Second Party.

Effective immediately, MEY Corporation hereby authorizes Second Party to repack the product Wise Up™ Plus Glyphosate Herbicide into 15-gallon and 30-gallon containers.

All other terms of the signed Bulk Packaging Agreement shall remain in effect and shall apply to Wise Up™ Plus Glyphosate Herbicide repackaged according to this authorization.

FIRST PARTY: MEY Corporation

SECOND PARTY: _____

By: _____

EPA Establishment Number: _____

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Title: _____

Please fax signed forms to MEY Corporation at (919) 932-5820.