



13506 Summerport Village Pkwy Suite # 809 • Windermere, FL 34786
Phone: 877-420-WATER

RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is made this ____ day of _____ (i.e. **Current Month**), 20__ ("Effective Date"), by and between WaterBrick International, Inc., a Florida corporation ("WaterBrick"), and _____, a _____ (i.e. **State Reseller Incorporated In**) corporation d/b/a _____, with principal place of business at _____ ("Reseller").

The parties hereby agree as follows:

Appointment: WaterBrick appoints Reseller and Reseller accepts appointment as an independent non-exclusive Reseller to market or sell WaterBrick products ("Products"). Reseller is not appointed as a dealer for selling WaterBrick products to any government agencies, non-profits, humanitarian agencies, distributors or other resellers without prior written approval.

Non-Disclosure

Confidential Information: As used in this Agreement, the term "Confidential Information" shall mean the WaterBrick's confidential information including, technical, business, financial and strategic information and materials, including current and potential applications of technology and know-how, product specifications, and illustrations, technical data, and reports, business concepts, computer codes, methods of use, the proprietary equipment of WaterBrick and architecture therefore, operating and quality control techniques, marketing methods, financial information, business plans, testing techniques, regulatory filings, production processes which is designated as "Confidential", "Proprietary", or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within thirty days after the initial disclosure.

Exceptions to Confidential Information: The following will not be Confidential Information for the purposes of this Agreement: (1) information that is generally known to the public through no unauthorized disclosure by Reseller; (2) information that is legally obtained from a non-restricted source; (3) information that is authorized for general release by WaterBrick; and (4) information that is independently developed by the party receiving the information. However, there shall be no waivers of any claims for breaches occurring prior to the existence of any exception. The disclosure or commercialization of any product or service embodying Confidential Information shall not in itself be deemed a placement into the public domain on any Confidential Information not directly and simply ascertainable from the product or service.

Disclosure of Confidential Information: Reseller shall hold in strict confidence and shall not disclose such Confidential Information to any party except its employees, agents and contractors who have a need to know in order to assist a transaction contemplated by this Agreement (collectively "Necessary Agents"). Necessary Agents who have a need to know Confidential Information may receive it only if the Reseller ensures that its Necessary Agents do not disclose the Confidential Information to any person and further provided such Necessary Agents each have individually entered into a non-disclosure agreement materially similar to this Agreement.

Non-Use / Ownership / No Further Relations: Reseller may not use Confidential Information except for the purposes contemplated by this Agreement, namely for discussion of a possible business relationship between the parties or in furtherance of any ensuing relationship. This Agreement does not grant Reseller or its Necessary Agents any ownership or licensing rights in any Confidential Information disclosed; nor does it commit either party to any further business relationship.

Return of Documents and Materials: Reseller (and each Necessary Agent which has received such Confidential Information from or through Reseller) shall, upon the request of WaterBrick, return to WaterBrick all documents and other tangible manifestations of Confidential Information prepared by WaterBrick and delivered to Reseller and/or its Necessary Agents, including all copies, reproductions, evaluations and analyses thereof, and any information or data generated or created by Reseller that embodies Confidential Information.

Indemnity: Reseller shall indemnify and hold harmless WaterBrick against any and all claims, legal actions, losses, damages, liabilities, costs and expenses asserted against, imposed upon or incurred by WaterBrick arising out of or relating to (i) any misrepresentation or breach of warranty or covenant by Reseller under this Agreement; (ii) any actual or alleged act or omission of Reseller in the course of its performance hereunder; (iii) death or injury to any person or damage to any property resulting from any product or part (a) not supplied by WaterBrick, (b) supplied by WaterBrick but changed, modified, adapted or refitted without WaterBrick's written authorization, (c) not in WaterBrick's standard inventory but purchased by WaterBrick at Reseller's direction,



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or (d) manufactured to Reseller's design, as well as any claim of infringement arising from the use of any Product with any other product as a combination not furnished by WaterBrick.

Force Majeure: WaterBrick shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine, labor disputes or shortages, transportation embargoes, failures or delays, inability to secure raw materials or machinery, acts of God or government (including denials of or onerous restrictions on export licenses), any such event of force majeure affecting WaterBrick's third-party suppliers, or judicial action. Similar causes shall excuse Reseller for failure to take WaterBrick Products ordered by Reseller other than those already in transit or specially fabricated or not readily saleable to other buyers.

Miscellaneous

- (a) This Agreement supercedes all prior agreements, written or oral, between the parties relating to the terms subject matter of this Agreement. This Agreement may not be modified, changed, or amended except by an agreement in writing signed by the parties.
- (b) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida, U.S.A., and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Florida.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, executors, administrators and heirs.
- (d) The invalidity of unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. Faxed signatures shall be treated as original signatures.
- (f) In no way does this Agreement conflict with, is adverse to or violate any other Agreement that this Reseller has with WaterBrick and if it does in fact, this Agreement is voidable by WaterBrick.

Additional Terms: Reseller acknowledges and agrees that this Reseller Agreement is subject to the terms and conditions set forth in WaterBrick's Reseller Manual (as amended), including without limitation the Purchase Order Terms and Conditions and any other applicable terms contained therein, which is hereby incorporated by reference. Reseller further acknowledges that it has received the WaterBrick's Reseller Manual (also made available to Reseller at: <http://www.waterbrick.org/reseller-manual.php>) and agrees to comply with the terms and conditions provided therein.

Effective Date: This Agreement shall have an effective date as of the date Confidential Information was first provided to Reseller or the execution date of the party last to execute, whichever is earlier.

Accepted by:

WaterBrick International, Inc.

Reseller Legal Name: _____

Reseller D/B/A: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Physical Address

Corporate Address

Ship to Address

Shipping Information

- Shipping Carriers – if using WaterBrick’s account, indicate WaterBrick. Otherwise provide your carrier information.
 - Carrier for Pallet LTL Shipments: (Name) _____
 - Carrier for Box Shipments: (Name) _____ (Account #) _____
- For Pallet LTL Shipments:
 - Do you require a Lift Gate on Delivery Truck? _____
 - Is your ship to address a Commercial Address? _____

Contact Information

- **Marketing**
 - Contact Name: _____
 - Phone Number: _____ E-Mail: _____
- **Purchasing**
 - Contact Name: _____
 - Phone Number: _____ E-Mail: _____
- **Shipping**
 - Contact Name: _____
 - Phone Number: _____ E-Mail: _____
- **Accounting**
 - Contact Name: _____
 - Phone Number: _____ E-Mail: _____