



## WHOLE WORLD WATER FUND AGREEMENT

This Agreement (“Agreement”) is made as of \_\_\_\_\_ (“Effective Date”) by and between: WHOLE WORLD Water Fund, a not for profit company and registered Charity under the laws of England and Wales (Registration Number: 1154199), with offices located at Covington 265 Strand, London WC2R 1BH att: Richard Surtees United Kingdom (the “Fund”), and WHOLE WORLD Water Ltd, with headquarter offices at 4 Bond Street, #4 New York, NY 10012 (“WHOLE WORLD Water”),

and

[Company name], [company description] with registered offices at [Company registered address] (the “Company”), together the ‘Parties’, for the purpose of setting forth the terms and conditions under which Company wishes to raise funds for the Fund.

### 1. BACKGROUND

a. Company’s objective is to raise money to finance the provision of safe water to people who do not have access to an improved water supply. Monies raised will be paid to the Fund. The Fund will administer and deploy the monies received in accordance with its objectives.

b. The Company wishes to contract with WHOLE WORLD Water to secure trademark rights in order to participate in the WHOLE WORLD Water Campaign. Under the terms of this Agreement, Company will sell or provide filtered water in conjunction with the WHOLE WORLD Water name, trademark or emblem, in bottles designed for the Fund and to contribute to the Fund the sums stipulated in 3b.

### 2. TERM

This agreement automatically renews for an additional 12-month term upon expiration of the Initial Term or any additional 12-month term unless Company notifies Fund in writing that at least 30 days before the expiration of the Initial Term or any additional 12 month term.

### 3. CAMPAIGN

a. During the Term of this Agreement, Company shall participate in promotional activities on behalf of the Fund through the sale or provision of filtered water, premium offers and fundraising events for the benefit of the Fund or otherwise (“Promotions”).

b. Company will pay to the Fund (a) 10% of gross, pre tax revenues from the sale of filtered water in conjunction with the name, trademark or emblem of WHOLE WORLD Water or \$\_\_\_\_\_, and (b) any other sums levied by the Company on customers of the Company for the benefit of the Fund for example a surcharge on any restaurant bills; and (c) any other sums collected by the Company for the benefit of the Fund whether through fundraising events or otherwise (“Proceeds”).

c. During the Term, Company agrees to pay all costs associated with any Promotions, including but not limited to the costs associated with (i) selling of products, (ii) provision of related services, (iii) collecting and transmitting the Proceeds to the Fund, (iv) filtration systems (if required), (v) the WHOLE WORLD Water bottles and (vi) support collateral.(30) days of receipt of such invoice and at the latest by 31st July and 31st January of each calendar year during the Term.

## **4. REMITTANCE AND REPORTING**

a. Company agrees to notify the Fund of the Proceeds due, including a clear accounting summary providing details of the calculation of the amount comprising the Proceeds, and the Period over which the Proceeds were collected, to the Fund on or by 15th June and 15th December of each Calendar year during the Term. The Fund will then promptly issue an invoice for the Proceeds to the Company based upon the accounting summary provided by the Company and the Company shall pay the Proceeds within thirty (30) days of receipt of such invoice and at the latest by 31st July and 31st January of each calendar year during the Term.

b. Company agrees to send the Proceeds to Fund, pursuant to section 4(a) above, in the form of a bank transfer to the Fund with a reference note indicating that the money relates to the Promotions for the "WHOLE WORLD Water Fund."

c. Bank Account details for payment of Proceeds:

### **BANK DETAILS**

Name: CHASE BANK

Address: 623 Broadway

New York, New York 10012

Swift Code: CHASUS33 or CHASUS33XXX (for international)

ABA: 021000021

Account #: 750615689

Account name: WHOLE WORLD Water LLC

d. Fund may, upon sixty (60) days prior notice to Company, inspect and audit the financial records and bookkeeping of Company with respect to any Promotions and all funds collected under the Promotions.

e. Final Promotions accounting summary from Company to Fund due 31st January 2016 or thirty (30) days after the Term end date, whichever is later.

## **5. ADVERTISING, MARKETING MATERIALS, MERCHANDISE AND USE OF NAME AND EMBLEMS**

a. Company shall have the non-exclusive, non-assignable, revocable, limited right to use WHOLE WORLD Water's name, trademark and emblems and the intellectual property rights of WHOLE WORLD Water on the bottle, the name, trademark and the emblems for the purposes of this Agreement only and subject to clause 3a. For clarity, (a) nothing herein shall effect the ownership by WHOLE WORLD Water of all right, title and interest in its intellectual property rights in its name, emblems and the bottle, (b) save as expressly provided herein no further rights are granted by WHOLE WORLD Water in respect of any of its intellectual property rights, such further rights being reserved for WHOLE WORLD Water.

b. WHOLE WORLD Water shall have the rights to use Company name and emblems in connection with self-promotion of WHOLE WORLD Water, subject to prior written approval of Company. WHOLE WORLD Water shall not use the name, trademarks or emblem of the Company in any manner which undermines, denigrates or disparages the Company.

## **6. LIABILITY AND INDEMNIFICATION**

a. Nothing herein shall be construed as a representation or warranty by either Party of any kind, including without limitation, any implied warranty of fitness for a specific purpose or merchantable quality, all of which are expressly and specifically excluded, other than that Company represents and warrants that the products manufactured by Company, and any marketing related thereto, shall be of merchantable quality and fit for their intended purpose.

b. Company expressly acknowledges and agrees that the Fund, including its affiliate units, advisors, trustees, directors, officers, employees, agents and volunteers shall not be liable in any way to any person or entity in connection with related Promotions or this Agreement.

c. Company shall indemnify, defend and hold the Fund harmless, including their affiliate units, advisors, trustees, directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or relating in any way to the fraud, willful misconduct or negligence of the Company in relation to any Promotions or any breach of the terms of this Agreement by the Company. The Fund shall indemnify, defend and hold the Company harmless, including their affiliate units, advisors, trustees, directors, officers, employees, agents and volunteers from and against any and all suits, claims, demands, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or relating in any way to the fraud, willful misconduct or negligence of the Fund in relation to any Promotions or the breach of the terms of this Agreement by the Fund.

d. This section shall survive the expiration or termination of this Agreement.

## **7. COMPLIANCE**

a. Each Party hereto agrees to comply with all national, state, provincial and local charitable solicitation statutes, regulations and ordinances that affect or apply to Promotions and/or this relationship and/or the solicitation of charitable donations by such Party.

b. Company agrees that it will not use the Fund for charitable tax exemption (if applicable), except where it is lawfully allowed to do so, in any manner as part of WHOLE WORLD Water nor will it represent to the public that it enjoys any tax exempt rights or privileges as a result of its participation in any part of this Agreement.

## **8. NOTICE**

a. All notices and other communications required or permitted hereunder shall be in writing and delivered in person, by courier or by post to the Parties at the addresses set forth below (or at such other address as shall be specified by notice under this section).

b. Notice shall be effective when received.

### **WHOLE WORLD Water Fund COMPANY**

WHOLE WORLD Water Fund  
c/o: Covington  
Attn: Richard Surtees  
265 Strand  
London WC2R 1BH  
UK

## **9. TERMINATION**

a. This Agreement shall remain in full force and effect until the end of the Term unless terminated in accordance with this section.

b. Any Proceeds collected by the Company after effective notice of cancellation by the Fund shall be deemed to be held in trust for the benefit of the Fund without deduction for costs or expenses of any nature. Company shall forward to the Fund any Proceeds collected after the date of cancellation.

c. Clauses 5, 6, 10, and 11(c) shall survive termination. The expiration or earlier termination of this Agreement for whatever reason shall not affect any rights or obligations of the Parties arising in any way out of this Agreement which are accrued prior to the termination date.

## **10. NO ASSIGNMENT**

a. Company shall not assign, subcontract or in any way transfer this Agreement, in whole or in part, without the prior written consent of the Fund.

## **11. APPLICABLE LAW AND VENUE**

a. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the England and Wales.

b. The Parties agree that any and all proceedings arising out of, relating to, or referencing this Agreement shall be brought in, and only into the courts of England and Wales. Both Parties consent to and waive any objection to the jurisdiction and venue thereof.

## **12. GENERAL**

a. This Agreement constitutes the entire agreement and understanding between the Parties with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in writing signed by both Parties.

b. This Agreement is agreed to and executed as of the Effective Date.

c. Confidential Information. During the Term each Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") confidential and/or proprietary information related to its business affairs and/or finances (the "Confidential Information"). All Confidential Information is and shall remain the property of the Disclosing Party. Each Party undertakes that except as expressly permitted pursuant to this Agreement it shall not, and shall ensure that its affiliates do not, disclose or permit to be disclosed to any Third Party, or use or permit the use for any purpose other than in performance of its obligations under this Agreement, any of the other Party's Confidential Information. The obligations of confidentiality set out in this clause 11 shall not apply to Confidential Information which is (i) published or becomes generally available to the public other than as a result of a breach of the undertakings hereunder by the Receiving Party; (ii) in the possession of the Receiving Party prior to its receipt from the Disclosing Party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality; (iii) obtained by the Receiving Party from a Third Party not subject to a duty of confidentiality.

d. Counterparties. This Agreement may be executed in two counterparts. The exchange by email of read only PDF versions of correctly signed counterparts of this Agreement shall constitute proper execution.

this Agreement to any Third Party without the consent of the other Party. Neither Party shall during the Term or thereafter make any statement that would, or would reasonably be expected, to harm the other Party or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity about or concerning the other Party.

f. Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

g. Severability. If any one or more of the provisions of this Agreement should be held by any court to be unenforceable, such provision shall be validly reformed to as nearly as possible approximate the intent of the Parties and, if unreformable, shall be divisible and deleted in such jurisdiction.

h. Third Party Rights. Other than WHOLE WORLD Water Ltd, a person who is not a Party to the Agreement shall not have any rights under or in connection with it.

i. Waiver. No delay or failure of any Party in exercising or enforcing any of its rights or remedies under this Agreement shall operate as a waiver of those rights.

j. Further Assurances. The Parties shall perform all acts and execute all additional documents necessary to give full effect to this Agreement.

**WHOLE WORLD Water Fund**

**COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Printed Name

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