



Ion Water Management, Co.
INDEPENDENT DISTRIBUTOR AGREEMENT

THIS AGREEMENT is made and entered into as of the --- / --- / **2015**, between **Ion Water Management Co.**, all of its DBA and any other company or assumed names operating for or under Ion Water Management Co., having a principal mailing address of business at:

P.O. BOX 262326, Plano, Texas 75026 (hereinafter referred to as “**Ion Water Management** ”),

and _____, SS#/EIN# -----,-----
an independent Distributor having a principal place of business or residence at:

_____, City: _____ State: ____ Zip: _____
(hereinafter referred to as “**Distributor**”).

1. Independent Distributor Services: Ion Water Management hereby retains Distributor and Distributor hereby agrees to perform the services described in Exhibit A, Work Statement, for the compensation described in Exhibit B, Compensation Statement, upon the terms and conditions contained herein. Each Exhibit when signed by the parties shall become attached to and incorporated as a part of this Agreement

2. Fees for Services: Ion Water Management, hereby agrees to pay Distributor a fee, as described in Exhibit B, for services described in Exhibit A; provided, however, that in no event shall Ion Water Management, be responsible for payment to Distributor for services performed or hours/days worked by Distributor shall be responsible for all taxes that may be due any governmental taxing authority arising out of this relationship.

3. Relationship of Parties: Ion Water Management and Distributor agree that Distributor is solely an Independent Distributor and not an employee of Ion Water Management. Distributor can represent itself as a Business Development Representative of Ion Water Management, but shall have no power, express or implied, to bind Ion Water Management, in any-manner. This Agreement does not grant to Distributor any rights to use any patents, trademarks, trade names or copyrights of Ion Water Management. Distributor shall make no representations or warranty relating to Ion Water Management products or services, and shall incur no liability or expense on behalf of Ion Water Management except as specified in Exhibit A, or with the pre-approval of Ion Water Management.

4. Confidentiality and Proprietary Rights:

a. Confidentiality. Distributor shall hold confidential all of Ion Water Management Confidential Information and shall not, during or after the term of this Agreement, use any of Ion Water Management Confidential Information, or any part thereof, for any purpose other than those uses specifically permitted in writing by Ion Water Management. Distributor shall not, during or after the term of this Agreement, disclose to individuals or entities any of Ion Water Management Confidential Information for any reason or purpose whatsoever, except as may be specifically authorized in writing by Ion

Water Management. As used herein, Confidential Information shall mean information not generally known in the trade, including trade secrets, inventions, developments, specifications, Ion Water Management products, methods, supply sources, customer lists, costs, pricing, marketing plans, financial results, technical and engineering data, software, source code, methods and/or reports relating to the business of Ion Water Management. Distributor agrees that it will not use for its own beneficiary, directly or indirectly, disclose to or use for the benefit of any third party, except as permitted under Exhibit A, any such Confidential Information without Ion Water Management prior written consent. Distributor shall disclose the Confidential Information only to those employees who have a need to know for the purposes of carrying out this Agreement.

b. Termination of this Agreement. Upon termination of this Agreement, Distributor shall forthwith deliver to Ion Water Management any and all copies, in whole or in part, of the Confidential Information and marketing literature and all items which are otherwise the property of Ion Water Management, including any software, in Distributor's possession, custody or control. Distributor shall certify in writing signed by Distributor as to the return of such property.

c. Injunctive Relief. Distributor acknowledges that disclosure of any Confidential Information will give rise to irreparable injury to Ion Water Management or the owner(s) of such information, inadequately compensable in damages. Accordingly, Ion Water Management or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. Distributor and its employee(s) and/or agents further acknowledge and agree that the covenants contained herein are necessary for the protection of Ion Water Management legitimate business interests and are reasonable in scope and content.

d. Proprietary Rights. Unless otherwise stated in Exhibit A, all work performed by Distributor hereunder, and all materials, products and deliverables developed or prepared for Ion Water Management by Distributor hereunder (whether or not such work is completed) are the exclusive property of Ion Water Management and all title and interest therein shall vest exclusively in Ion Water Management when created and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. Distributor acknowledges that such rights extend to both the intellectual processes and to the actual expressions and articulations contained in such works. To the extent that title to any such works may not, by operation of law, vest in Ion Water Management or such works may not be considered works made for hire; all rights, title and interest therein are hereby irrevocably assigned to Ion Water Management. Ion Water Management shall have the right to obtain and to hold in its own name, patents copyrights, registrations or such other protection as may be appropriate to the subject matter and any extensions and renewals thereof. Distributor agrees to give Ion Water Management and any person designated by Ion Water Management reasonable assistance required to perfect the rights defined in this Section 4. d. Unless otherwise requested by Ion Water Management, upon the completion of the work set forth in Exhibit A, or upon the earlier termination of this Agreement in accordance with the terms of Section 6 of this Agreement, Distributor shall immediately turn over to Ion Water Management all materials and deliverables developed pursuant to this Agreement.

5. Indemnification:

a. Distributor hereby indemnifies and holds Ion Water Management, its officers, directors, shareholders, agents and representatives harmless from and against any and all cost, expense, penalty, damage, liability and other form of financial detriment, including reasonable attorney's fees, as a result of any claims resulting directly or indirectly from any breach of this Agreement by Distributor; or by reason of a determination at any time in the future by the Internal Revenue Service that Distributor was an employee of Ion Water Management, provided that (i) Ion Water Management promptly provides Distributor with written notice of such claim and all necessary information and assistance in connection therewith and (ii) Distributor shall have sole authority to defend or settle the claim.

b. Ion Water Management hereby indemnifies and holds Distributor harmless from and against any and all costs, expenses, penalties, damages, liabilities and other forms of financial detriment, including reasonable attorney's fees, as a result of any product liability claims associated with products sold by Ion Water Management, pursuant to an order placed by Distributor, that are brought against Distributor by any customer.

6. Term and Termination:

a. Term. This Agreement shall commence on the date set forth on the first page of this Agreement and shall continue in full force for one Six Months after the effective date of this agreement with option to renew for another Three, Six or Nine months term with company's management approval, unless an advance notice to not renew has been received from the Distributor at least 60 days in advance of the expiration date.

b. Termination for Cause. In the event of any breach of Section 4 above and Exhibit A, Work Statement, Ion Water Management may terminate this Agreement immediately. Either party may, at its option, terminate this Agreement in the event that the other party materially breaches this Agreement or Exhibit A or Exhibit B and such breach remains uncured after a period of fourteen (14) days from receipt of written notice of such breach.

7. Limitation of Liability:

IN NO EVENT SHALL ION WATER MANAGEMENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, TO THE FULLEST EXTENT THE LAW PERMITS SUCH DISCLAIMER, AND EVEN IF ION WATER MANAGEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ION WATER MANAGEMENT CUMULATIVE AGGREGATE LIABILITY, IN CONTRACT AND AT LAW AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, EXCEEDS THE COMPENSATION PAID BY ION WATER MANAGEMENT PURSUANT TO THIS AGREEMENT.

8. Assignment: Neither party may assign this Agreement or any rights obtained hereunder or delegate or subcontract any duty of performance owed by it hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld, except that no approval shall be required for either party to assign this Agreement or its rights and duties hereunder to an affiliate, subsidiary, or purchaser of substantially all of the assets of such party. Any assignment made by either party in contravention of this Section shall be null and void for all purposes.

9. Notices: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by telecopy, or mailed by certified or registered mail, postage prepaid, to the addresses set forth on the first page hereof or to such other persons and/or addresses as either party shall give upon their notice to the other.

10. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

11. Construction of Agreement: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas (excluding its conflict of laws or rules which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding hereunder shall be brought exclusively in state or federal courts located in Dallas County, Texas. Each party consents to the personal jurisdiction of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. No waiver by any party or breach of any term hereunder shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

12. Entire Agreement: This Agreement, along with Exhibit A and Exhibit B, contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements of the parties, whether oral or written, with respect to the subject matter hereof. Neither this Agreement nor Exhibit A or Exhibit B may be modified, altered or amended, etc., except in writing signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date and year first written above.

AGREED TO THIS ---- / ---- / **2015:**

Distributor's Name, Company Name:

Distributor

Authorized Signature: _____

Title: _____

Individual Distributor:

Name: _____

Signature: _____

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ION WATER MANAGEMENT, Co.

By: _____

Title: _____

EXHIBIT A

WORK STATEMENT

1. Description of Distributor Responsibilities

Distributor will use his/her business expertise, relationship and skills to produce Qualified Sales (as described in Exhibit B). Distributor may represent himself / herself as an Independent Business Development Representative.

2. Management

For reporting and business development purposes, Distributor will report to their Ion Water Management assigned supervisor.

3. Obligations of the Parties

a. Distributor Responsibilities.

Distributor will be responsible to promote and market Ion Water Management products and services to generate Qualified Sales through its direct or indirect marketing approaches including but not limited to making professional phone calls to prospects and clients, setting up one to one meeting with clients, meeting with end customers, meeting with city, state and government officials to introduce and promote Ion Water Management products and services, or other approved conventional methods of sales campaigns.

b. Ion Water Management Responsibilities.

- Sales lead advices will be provided to Distributor and any market research reports generated by third parties on behalf of Ion Water Management will be provided to Distributor.
- Internal product and marketing resources will be provided to Distributor including limited access to Ion Water Management Internet site (Principle approval is required).
- Executives of Ion Water Management will support approving sales as much as possible.

4. Progress Reports

Distributor shall provide status reports periodically to Ion Water Management assigned management.

5. Restrictions on Subcontracting

Subcontracting is allowed by notifying Ion Water Management in writing with the name of the Company or Independent Representative subject to their approval by Ion Water Management. All such qualified sales and commissions generated by the sub-Distributors are to be paid to Distributor and Distributor will have sole responsibility to pay all sub-Distributor commissions and/or expenses as agreed.

6. Non-Compete

a. In consideration of the consideration, during the term of this Agreement and for a period of **Five (5) years** from the termination or expiration hereof (the “Covenant

Period”), Distributor agrees that it will not, and shall cause each of its affiliates not to, directly or indirectly, acting alone or as a member or manager of a limited liability company, a partner of a partnership, as an employee, agent, advisor, consultant to, representative, or in any other capacity:

1. Within the United States of America or abroad (the “Territory”), carry on or be engaged or otherwise take part in (whether for its own account or for the account of any other person, other than Ion Water Management or its affiliates), or render any service (whether for or without compensation) to any person (other than Ion Water Management or its affiliates) who or which is directly or indirectly engaged in the Business;
2. Solicit, contact or enter into any agreement or contract, or otherwise transact business with, any employee, agent, independent Distributor, customer or prospective customer of Ion Water Management or its affiliates which results in activities that are competitive with the Business;
3. Request that any present or future employee, agent, independent Distributor or customer of Ion Water Management or its affiliates curtail or cancel its business or refrain from doing business with Ion Water Management or its affiliates; or
4. Directly or indirectly hire, or solicit the employment or services of, or cause or attempt to cause - to leave the employment or service of Ion Water Management or its affiliates, any person who or which is employed by, or otherwise engaged to perform services for, Ion Water Management or its affiliates (whether in the capacity of employee, consultant, independent Distributor or otherwise).

b. Distributor acknowledges and agrees that the limitations imposed by this non-competition covenant as to time, geographical area, and scope of activity being restrained are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interest of Ion Water Management .

IN WITNESS WHEREOF, the parties hereto have caused Exhibit A, Work Statement, to be executed by their duly authorized representatives.

AGREED TO THIS ---- / ---- / 2015

Distributor’s Name / Company Name:

Distributor

Authorized Signature: _____

Title: _____

Individual Distributor:

Name: _____

Signature: _____

ION WATER MANAGEMENT, Corp.

By: _____

Title: _____

EXHIBIT B

COMPENSATION STATEMENT

1. Definitions

“Qualified Sales” are sales generated by Distributor’s active solicitation and marketing to new and non repeated clients only where Ion Water Management, has received a qualified purchase order and/or required deposit.

“Commissionable Revenue” is the total product and service revenue from Qualified Sales excluding the following:

- revenue collected for any billed freight and similar transportation charges, excise, use or sales taxes and fees, direct taxes, custom duties and other direct governmental fees and charges, insurance of any kind (including, without limitation, political risk and credit insurance, if any)
- C.O.D. charges, rebates, returns, allowances, attorney and legal fees, and other similar taxes charges or amounts and unusual costs of collection, warehousing cost, lease payment, etc.

2. Management

For qualification of qualified large quantity Sales, Distributor will obtain approval of the Ion Water Management principals.

3. Acceptance

A Qualified Sale will be confirmed by the principals.

4. Compensation from Ion Water Management:

The Distributor will earn _____% commission from the **net profit** generated by qualifies sales

5. Commission Advances

Advances on commissions (if applicable) are subject to management review and approval (Max \$2000) Note: upon termination of this agreement any unpaid advanced commission will become due immediately and will be subtracted from any outstanding commission due to the Distributor.

6. Commissions after Termination of Contract

Commission will be paid for purchase orders received prior to termination or expiration as long as there is no charge back or returned for credit on such orders. The final commission payment shall be paid out no later than 30 days from the expiration or termination of the contract.

IN WITNESS WHEREOF, the parties hereto have caused Exhibit B, Compensation Statement, to be executed by their duly authorized representatives.

AGREED TO THIS ---- / ---- / **2015**:

Distributor's Name / Company Name:

Distributor

Authorized Signature: _____

Title: _____

Individual Distributor:

Name: _____

Signature: _____

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ION WATER MANAGEMENT, Co.

By: _____

Title: _____