

AGENCY AGREEMENT

Commento [o1]: Identification of the type of agreement

This Agreement made on the ____ day of _____ 20__,

BY AND BETWEEN

_____, its successors and assigns ("Agent"), whose principal place of business is located at _____,

- from one side_

Commento [o2]: Identification of the contracting parties

AND

_____,
_____, Limited Liability Company) situated at _____ (Address), _____ (City), _____ (State) _____ (Zip Code) (hereinafter referred to as the "**Principal(s)**")

- on the other side-

Commento [o3]: Identification of the contracting parties

Principal(s) and Agent when referred to collectively shall be the "**Parties**"

RECITALS:

Commento [o4]: premises

WHEREAS:

- A. The Principal(s), is/are the owner(s) of the property more particularly described in Exhibit "A" hereto and incorporated herein and which property is or contains water resources (the "**Property**").
- B. The Agent has been involved actively in the water business throughout the United States and worldwide and have contacts and business relationships with water bottling

companies, private investors, government agencies, foreign assistance agencies, water supply, treatment, and distribution companies, municipal water utilities, extractive, process and agricultural industries and engineering and consulting firms; and,

- C. Agent has existing and prospective clients and other public and private contacts that may be interested in the non-commercial or commercial use of the Property.
- D. Agent acts as a commission broker in all transactions.
- E. Principal(s) desires to retain Agent to procure a buyer or user or assignee of the Property.

NOW THEREFORE:

In consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1.0 SCOPE OF AUTHORITY - The Agent will introduce the Property to companies, individuals or other entities that are actual and prospective users and buyers of the water therefrom (hereinafter together with their subsidiaries and affiliates, are referred to as the "Introduced Parties") to whom Principal(s) may make specific proposals with assistance as requested from the Agent. The Agent will arrange for meetings with representatives of an Introduced Party and, at the request of Principal(s), will provide reasonable assistance in analysis, evaluation, and negotiation on behalf of Principal(s) to consummate Transactions. Transactions shall include sale and purchase of water from the Property by the Introduced Party, its affiliates, franchisees, subcontractors, successors and assigns.

2.0 TERM OF AGREEMENT - Principal(s) does/do hereby engage the Agent exclusively as their agent to sell

Commento [o5]: Definition of the object of the agreement

for a period of twelve (12) months from the date of this Agreement (the "**Primary Term**") subject to termination pursuant to Article 6.0 hereof and so long thereafter as income is received from the use.

Commento [o6]: Duration of the contract

3.0 TERRITORY - The Territory of the Agent shall not be limited.

Commento [o7]: The territory shall not bear limit

4.0 RATE OF COMMISSION - In the event that Principal(s) enter(s) into a Transaction with an Introduced Party, Principal(s) shall pay to the Agent a fee of ten percent (10%) of the payments received pursuant to the agreement between Principal(s) and an Introduced Party. The payments shall run with the underlying use or sale or lease agreement or assignment unless the underlying sale, lease or assignment is terminated for non-use or failure to market where a market exists.

Commento [o8]: Agreement between parties for payment of the commission

Such compensation shall be paid within thirty (30) days following receipt thereof by Principal(s) and Agent shall be provided with annual accountings. Agent at its option may elect to receive any payment directly from the Introduced Party in which case, Agent shall receive an annual accounting from the Introduced Party directly.

All payments due and payable hereunder shall be made at the addresses hereinabove set forth unless Agent has otherwise notified Principal(s) in writing of a different address for payment.

5.0 DUTIES OF AGENT - Agent accepts such engagement, and for the period herein specified agree to endeavor to find buyers or users the Property and further the business and services of Principal(s) within its Territory to actual and prospective buyers who might require the waters thereof. It is expressly understood, however, that the Agent need not devote its entire time to such business and may engage in other activities, unless such activities shall prevent the Agent from performing its duties for Principal(s).

Commento [o9]: Identification of the agent's duties

6.0. TERMINATION OF AGREEMENT -

Principal(s) shall have the right by thirty (30) days prior written notice to Agent, to terminate this Agreement at anytime subsequent to twelve (12) months from the date of execution of this Agreement, provided that such cancellation shall not affect the rights of the Agent to any compensation to which it is entitled hereunder with respect to any Introduced Party introduced to Principal(s) in writing prior to receipt of such cancellation notice.

The Agent shall have the right by written notice to Principal(s) to terminate this Agreement at any time provided that such termination shall not affect the rights of the Agent to any compensation to which it is entitled hereunder with respect to any Introduced Party introduced to Principal(s) in writing prior to Principal(s)'s receipt of such cancellation notice.

Commento [o10]: Description of the right of withdrawing from the contract

7.0 NO TERMINATION UPON SALE OR MERGER -

In the event of the sale, lease, or transfer of Principal(s)'s rights in the property or the Property to any other person, payments due hereunder shall survive and pass unto and be honored by and binding upon Principal(s)'s successor in interest.

8.0 AGENT NOT TO DIVULGE INFORMATION OBTAINED DURING EMPLOYMENT

- As part of the consideration required of it under this Agreement, the Agent and its employees, officers, and trustees agree that they will not at any time thereafter divulge to any person or entity any confidential information received by them during or after the term of this Agreement with regard to the personal, financial, or other affairs of Principal(s), and all such information shall be kept confidential and shall not in any manner be revealed to anyone.

Commento [o11]: Duty of confidentiality on Principal's behalf

9.0 AGENT NOT TO DIVULGE FORMULAS, METHODS, PROCESSES

- The Agent expressly covenants and agrees that it will not at any time during or after termination of this Agreement reveal, divulge or make known to any person any confidential information

Commento [o12]: Non disclosing

of Principal(s), or reveal, divulge, or make known to any person of any secret or confidential information whatsoever in connection with Principal(s) or its business or anything connected therewith, or solicit, interfere with, or endeavor to entice away from Principal(s) any customer or any person in the habit of dealing with Principal(s), or interfere with or entice away any other employee of Principal(s), and Principal(s) may apply for and have an injunction restraining the breach or the threatened breach of any of the covenants hereof

10.0 DAMAGES FOR BREACH OF AGREEMENT - In the event of a breach of this Agreement by either Party hereto resulting in damages to the other Party, that other Party may recover from the Party so breaching said contract such damages as may be sustained.

11.0 ACCOUNTS - Principal(s) shall keep careful books of account pertaining to Transactions and shall require all Introduced Parties to do the same. Such books of account pertaining to Transactions with Introduced Parties at all times shall be open to the inspection of the Agent or its designated representative(s).

Commento [cg13]: Accounting care

12.0 ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supercedes all prior agreements; and, no statements, promises, or inducements made by either Party or Agent that are not contained in this Agreement shall be valid or binding.

Commento [o14]: Waiver clause

13.0 AMENDMENTS - This Agreement may not be enlarged, modified, altered, or otherwise amended except in writing, signed by the Parties hereto and endorsed on this Agreement.

14.0 AGENT WARRANTIES - Agent hereby represents and warrants to Principal(s) that:

(a) Authority. Agent is a legally existing entity with the authority to enter into this Agreement.

(b) Compliance with Law. Agent and its Trustee(s) warrant that they have complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

15.0 PRINCIPAL(S) WARRANTIES - Principal(s) hereby represent(s) and warrant(s) to Agent that:

(a) Standing. Principal(s) is/are _____ limited liability company)

(b) Contractual Ability. Principal(s) hereby warrant(s) that its free will and without duress.

(c) Authority. Principal(s) is/are authorized to enter into this Agreement.

Commento [o15]: Warranties for the principal

Commento [o16]: Warranties for the agency

16.0 SUCCESSORS AND ASSIGNS OF PARTIES - This Agreement shall be binding upon and inure to the benefit of the executors, personal representatives, heirs, devisees, legatees, successors and assigns of the Parties hereto provided that, except as permitted by Section 17 hereof, any assignment of this Agreement shall be subject to the prior written approval of the other Party which approval shall not be unreasonably withheld.

17.0 ASSIGNMENT OF PAYMENTS - Payments due hereunder, may be assigned by the Agent, in whole or in part.

Commento [o17]: Modality of payment

18.0 LEGAL JURISDICTION AND GOVERNING LAW(S) - This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Laws of the State of _____.

Commento [o18]: This clause indicate the proper law of the contract

~~**19.0 SATISFACTION** - Pursuant to Article XII of the Contract and Declaration of Trust dated September 9, 1996, and Minute Number 5 entered into the Minute Book thereof, any person(s) shall look only to the funds and property of Agent for payment or for settlement of any debt, tort, damage, judgment, decree, or for any~~

~~indebtedness that may become payable hereunder; and that the Trustee(s), officer(s), and agent(s) are like employees and not personally liable when dealing with Westwater properties or matters for satisfaction of any judgement.~~

20.0 LIABILITY - Neither Party nor other affiliated companies, nor the officers, agents and employees, trustees, beneficiaries, or shareholders shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of an protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.

Commento [o19]: This clause sets forth which are the liabilities of the parties

21.0 NOTICES - All notices, requests and other communications pursuant to this Agreement shall be addressed as follows:

If to _____, *Principal(s)*:

Telephone: _____

Telefacsimile: _____

E-Mail: _____

All notices or other communications required by this Agreement shall be in writing and shall be sent by courier, registered, certified or first-class mail or telefacsimile (fax) and shall be regarded as properly given in the case of a courier upon actual delivery to the proper place of address; in the case of a letter, seven (7) days after the registered, certified or first-class mailing date if the letter is

properly addressed and postage prepaid; in the case of telefacsimile (fax), on the day following the date of transmission if properly addressed and sent to the correct number; and shall be regarded as properly addressed if sent to the parties or their representatives at the addresses provided in this Agreement.

Any Party hereto may, by written notice, to the other Parties, change the address to which notices to such Party are sent.

22.0 THIRD PARTY ENFORCEMENT - In any contract or licensing agreement with any Introduced Party, Principal(s) shall preserve the right of Agent to enforce this Agreement.

23.0 SETTLEMENT OF DISPUTES - Any claim or controversy arising out of this Agreement shall be settled by a court of competent jurisdiction. Either Party hereto may pursue the remedy of specific performance in the event of failure to comply with the terms and provisions of this Agreement.

24.0 COMMENCEMENT OF AGREEMENT - This Agreement shall be in effect from the date first above written.

25.0 CAPTIONS - The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

26.0 SEVERABILITY - The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and

Commento [o20]: Notices: important to be inserted in each contract in order to rule where the communications between the parties shall be validly addressed

Commento [o21]: This clause sets forth when the starting date for the contract to produce effect

effect.

27.0 COUNTERPARTS - This Agreement may be signed in counterparts and shall be considered as fully executed on distribution of the counterpart pages to each of the executors hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands hereinbelow on the date above first written.

By: _____

(NAME OF COMPANY IF OTHER THAN LEGAL PERSON, type of business)

By: _____

(Name Typed), Title Date

By: _____

(Name Typed), Title Date

Commento [o22]: Signature of the parties