

Microbicide® Partner Program Agreement

Company Name

Agreement No. XXXXX

WORLD CHANGING TECHNOLOGIES PTE LTD (*“World Changing Technologies Pte Ltd”*) IS WILLING TO ENTER INTO THIS PARTNER AGREEMENT (“AGREEMENT”) WITH YOU AS AN INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (“YOU”, “YOUR” OR “YOURSELF”) THAT WILL BE AUTHORIZED TO PURCHASE MICROBECIDE® PRODUCTS AT DISCOUNTED PRICES AND AUTHORIZED TO RESELL MICROBECIDE® PRODUCTS, ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND *World Changing Technologies Pte Ltd*. BY REPRESENTING YOURSELF AS A MICROBECIDE® PARTNER, OR BY REQUESTING OR RECEIVING ANY BENEFITS UNDER THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THE MICROBECIDE® PARTNER PROGRAM GUIDE AND THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT REPRESENT YOURSELF AS A MICROBECIDE® PARTNER AND DO NOT REQUEST OR ACCEPT MICROBECIDE® PARTNER BENEFITS.

1. Introduction.

This Agreement defines terms by which You and *World Changing Technologies Pte Ltd* (each a “Party”, collectively “Parties”) conduct our relationship and fulfill our respective commitments pursuant to the Microbicide® Partner Program as defined in the then current Partner Program as it may be updated by *World Changing Technologies Pte Ltd* from time to time. The Microbicide® Partner Program is designed to incentivize partners to purchase, sell, recommend and support Microbicide® Products (“Product” or “Products”) and to educate partners on features, benefits and competitive advantages of Microbicide® products.

2. Partner Program.

The Microbicide® Partner Program means the then-current information so designated on the Microbicide® website (currently available at <http://microbicide.com>). The published Partner Program contains the base terms for the Program, but may also at *World Changing Technologies Pte Ltd*'s discretion, include additional or different region-specific, Product-specific, or industry-specific program information, requirements and benefits as separately published to You via the Microbicide® website or otherwise notified to you by *World Changing Technologies Pte Ltd* from time to time.

3. Effective Date; Term.

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This non-exclusive Agreement is entered into as of the date of acceptance by *World Changing Technologies Pte Ltd* shown below. This agreement shall continue in effect until otherwise terminated in accordance with these terms. However, notwithstanding the above, both Parties acknowledge that both Parties shall have the right to terminate this Agreement at any time without cause by written notice. Each Party shall use commercially reasonable efforts to give the other Party thirty (30) days notice of termination of this Agreement. This Agreement may at *World Changing Technologies Pte Ltd's* discretion be deemed terminated without notice or action by *World Changing Technologies Pte Ltd* if:

- a) a receiver is appointed for You or Your property,
- b) You become insolvent or unable to pay Your debts as they mature,
- c) You make an assignment for the benefit of creditors, or
- d) You become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law.

4. Program Membership; Requirements.

Subject to the terms and conditions set forth in this Agreement, *World Changing Technologies Pte Ltd* appoints You as a non-exclusive distributor and reseller of **Microbicide®** products under the **Microbicide®** Partner Program. *World Changing Technologies Pte Ltd* reserves the right, from time to time, to request information from You to confirm You are fulfilling the conditions and requirements set forth in this Agreement. You agree to cooperate with *World Changing Technologies Pte Ltd* on all such inquiries, and to provide *World Changing Technologies Pte Ltd* with all reasonably requested information relevant to the **Microbicide®** Partner Program.

5. Authorized To Resell **Microbicide®** Products.

This Agreement authorizes You to resell eligible **Microbicide®** products.

6. **Microbicide®** Partner Program Tiered Discounts.

A Partner Program Tier Discount shall be applied to Partner's purchases of Program Eligible products based upon the cumulative number of **Microbicide®** Sprayers and/or Litres of **Microbicide®** Coating Product purchased by Partner.

The required quantity of Program Eligible Product must be purchased at each Tier in order to move to the next Tier discount level. A Partner Volume Discount shall be applied to Partner's purchases of Program Eligible products based upon the volume of **Microbicide®** Sprayers and/or Litres of **Microbicide®** Coating Product purchased within the past 12 month period**.

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Microbicide® Partner Program Tiered Discounts			
Tier	Partner's Microbicide® Sprayer Cumulative Purchases	Partner's Microbicide® Coating Cumulative Purchases	Partner's Program Discount
0	1 st Sprayer Purchased	1 – 40 Litres Microbicide® Coating Product Purchased	0%
1	2 nd Sprayer Purchased	41 – 80 Litres Microbicide® Coating Product Purchased	15%
2	3 rd Sprayer Purchased	81 – 120 Litres Microbicide® Coating Product Purchased	20%
3	4 th Sprayer or More Purchased	121 Litres or More Microbicide® Coating Product Purchased	25%
4	10 Sprayers or More Purchased within the past 12 Mo Period**	300 Litres or More Microbicide® Coating Product Purchased within the past 12 Mo Period**	30%
** Past 12 Mo. Period - A period of 12 consecutive past months determined on a rolling basis with a new 12 month period beginning on a first day of each new calendar month.			

7. Products Eligible For Partner Program Discount and Partner Volume Discount.

The following products are eligible for the Microbicide® Partner Program Discount.

Microbicide® Partner Program Eligible Products	
Stock No.	Product Description
TC-320	Microbicide® Electrostatic Sprayer – 220VAC 50 Hz
TC-310	Microbicide® Electrostatic Sprayer – 110VAC 60 HZ
7004-1	Microbicide® PCO Sealant
6004-1	Microbicide® PCO Sealant

8. Payment Terms for Eligible Products

All prices are quoted Prepaid, ExWorks Singapore. Payment in full is required for purchase of all Program Eligible products before items will be released for shipment or collection.

- If you have arranged for us to ship the sprayer and/or products, full shipping charges are due prior to release for shipment.

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- Payment is payable by cash, bank transfer or company check in Singapore Dollars, US Dollars or Chinese Yuan.
- Title transfer for all products occurs at Singapore.

9. Program Changes.

World Changing Technologies Pte Ltd reserves the right to modify the **Microbecide®** Partner Program, including any condition, requirement or benefit. All such changes shall be effective upon notice to You or at such time that *World Changing Technologies Pte Ltd* may specify, provided that *World Changing Technologies Pte Ltd* will use commercially reasonable efforts to give You thirty (30) days notice of any material change to the Partner Program. Should You disagree with any change or modification, You may terminate this Agreement in accordance with its terms.

10. Notices.

Any notice provided under this Agreement by You must be in writing and will be deemed given upon the earlier of actual receipt of an email to service@microbecide.com, or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of Managing Director, *World Changing Technologies Pte Ltd*, 8 Burn Road, #08-02/03, Trivex, Singapore 369977, or such address as provided by *World Changing Technologies Pte Ltd*. Any notice provided by *World Changing Technologies Pte Ltd* under this Agreement, including changes to the Partner Program, may be furnished via post, email, FAX or by publication on *World Changing Technologies Pte Ltd's* website <http://microbecide.com>

11. Interplay with Other Commercial Agreement(s).

The following provisions “a” – “h” apply to the extent You **DO NOT** have a previous Distributor Agreement with *World Changing Technologies Pte Ltd* covering the same subject matter and terms and conditions with respect to **Microbecide®** products:

- e) Proprietary Rights. You agree and represent that You **will not**:
 - i. take any action or make any representation or warranty that is inconsistent with this Agreement,
- f) Trademark Usage. In accordance with this Agreement:
 - i. *World Changing Technologies Pte Ltd* grants to You the non exclusive terminable right to use the following trade names and trademarks: “**Microbecide®**”, the *World Changing Technologies Pte Ltd* logo, the *World Changing Technologies Pte Ltd* logo for **Microbecide®** products, official images of **Microbecide®** products, and the *World Changing Technologies*

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Pte Ltd Partner Program designation and logo, if any, during the term of this Agreement solely with respect to Your marketing of **Microbicide®** products.

- ii. You agree to be subject to all trademark and logo policies and usage guidelines applicable to the **Microbicide®** Partner Program as may be modified from time to time solely by *World Changing Technologies Pte Ltd* at its sole discretion.
 - iii. You additionally authorize to *World Changing Technologies Pte Ltd* the non-exclusive terminable right to utilize Your trade names, trademarks, logos and images during the term of this Agreement for the purpose of representing You as a **Microbicide®** Partner.
- g) Ownership. Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give either Party any interest in such. You acknowledge that *World Changing Technologies Pte Ltd* owns and retains all copyrights and other proprietary rights in all **Microbicide®** Products, and agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to *World Changing Technologies Pte Ltd* (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in **Microbicide®** products, trade names or trademarks). You agree to use reasonable efforts to protect *World Changing Technologies Pte Ltd's* proprietary rights and to cooperate without charge in *World Changing Technologies Pte Ltd's* efforts to protect its proprietary rights. You agree to promptly notify *World Changing Technologies Pte Ltd* of any known or suspected breach of *World Changing Technologies Pte Ltd's* proprietary rights.
- h) Confidentiality. During the term of this Agreement, the Parties may disclose to each other trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to documentation, customer information, pricing, data regarding business practices, intellectual property, software (both object and source), technical information, ideas, documentation, know how, formulations and processes. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no interest in or right to such Confidential Information. Both Parties agree that all Confidential Information will be held in confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than performing its obligations under this Agreement without the

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express written consent of the disclosing Party. This Section shall not apply to any information or materials:

- i. which are rightfully in the public domain at the time of disclosure to the receiving Party or subsequently enter the public domain after disclosure to the receiving Party;
 - ii. which was in the possession of, or known by, the receiving Party prior to its receipt from the disclosing Party;
 - iii. which are rightfully disclosed to the receiving Party by another person not in violation of the proprietary or other rights of the disclosing Party, or any other person or entity;
 - iv. which are independently developed by the receiving Party, or
 - v. is required to be disclosed by law, provided that the Party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this Section shall survive the expiration and any termination of this Agreement.
- i) Relationship of Parties. You understand that notwithstanding the use of the term “partner”, You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture or alliance between the Parties or any joint liability. You will not have, and will not represent that You have any power, right or authority to bind *World Changing Technologies Pte Ltd*, or to assume or create any obligation or responsibility, express or implied, on behalf of *World Changing Technologies Pte Ltd* or in *World Changing Technologies Pte Ltd's* name, except as expressly provided in this Agreement or in writing by *World Changing Technologies Pte Ltd*.
- j) Indemnification. You shall indemnify, hold harmless, and, upon *World Changing Technologies Pte Ltd's* request, defend *World Changing Technologies Pte Ltd* against any claims, liabilities, and expenses, including but not limited to court costs and attorney’s fees, arising from the acts or omissions of You, Your employees, and agents in connection with this Agreement.
- k) LIMITATION OF LIABILITY. WORLD CHANGING TECHNOLOGIES PTE LTD (*World Changing Technologies Pte Ltd*) SHALL HAVE NO LIABILITY TO YOU OR ANY PERSON UNDER THIS AGREEMENT OR OTHERWISE (I) FOR LOST PROFITS, LOSS OF USE, LOST DATA, LOSS OF GOOD WILL, OR (II) FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER ARISING

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DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF *World Changing Technologies Pte Ltd* OF ANY OF ITS OBLIGATIONS IN CONNECTION WITH OR ARISING UNDER THIS AGREEMENT EVEN IF *World Changing Technologies Pte Ltd* HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, ANY LIABILITY OF *World Changing Technologies Pte Ltd* TO YOU HEREUNDER SHALL BE LIMITED TO THE GREATER OF ANY AMOUNTS PAID BY YOU TO *World Changing Technologies Pte Ltd* UNDER THIS AGREEMENT OR \$1,000 SINGAPORE DOLLARS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, *World Changing Technologies Pte Ltd* DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE MICROBICIDE® PARTNER PROGRAM AND ALL THE MICROBICIDE® PRODUCTS OR SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL BE LIABLE FOR SEVERANCE PAYMENTS OR OTHER DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

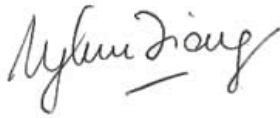
- l) General. This Agreement supersedes all previous agreements and representations of or on behalf of the parties with respect to the subject matter of this Agreement. *World Changing Technologies Pte Ltd's* failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without *World Changing Technologies Pte Ltd's* prior written approval. This Agreement shall be governed and interpreted according to the laws of Singapore, without regard to conflict of law provisions. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

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For and on Behalf of:

World Changing Technologies Pte Ltd



Ng Hwee Tiang
Managing Director

26 April, 2016

Date

For and on Behalf of:

Vetmedlabs NZ

Authorized Signatory

Date