



# **DOMESTIC AND INTERNATIONAL DISTRIBUTOR AGREEMENT**

## **Overview**

**Please read over this Preview Agreement.**

**If you find you are interested and would like more information and the complete MiracleWater Distributor Agreement and Volume Schedule send an e-mail to [distributor@miraculewater.com](mailto:distributor@miraculewater.com) with the following information:**

- 1. Your name and address**
- 2. Phone and contact information (e-mail)**
- 3. How you plan to market the products?**
- 4. If you currently own a business please describe it briefly.**
- 5. Experience in marketing.**
- 6. What about MiracleWater attracted you?**
- 7. Have you tried or are you currently using any of the MiracleWater products?**
- 8. How did you find out about MiracleWater Inc.**

**After we receive the information we will be in communication with you.**



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## DOMESTIC AND INTERNATIONAL DISTRIBUTOR AGREEMENT

This Agreement has been developed because MiracleWater Inc. wishes to sell certain products to its customers through distribution, and believes the Distributor can sell such products and service such sales effectively.

Upon execution of this Agreement the Distributor accepts its appointment as a MiracleWater Inc. Distributor per the terms and conditions set forth in this Agreement.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between MiracleWater Inc., a Nevada United States of America corporation with offices at 2235 E. Flamingo Rd., Suite 201 'G', Las Vegas, Nevada 89119 [Mailing address: PO Box 70477, Las Vegas, Nevada 89170] United States of America, (hereinafter called "MiracleWater") and \_\_\_\_\_ ("Distributor"), with offices at \_\_\_\_\_.

The parties, herein, agree as follows:

### I. ASSOCIATION

Distributor shall act as a distributor of MiracleWater's Products as described on the Products page on the company web site <http://miraculewater.com/products.htm> throughout the \_\_\_\_\_ region of \_\_\_\_\_ ("Territory Requested").

### II. DUTIES

- A. Distributor agrees to actively and diligently campaign to promote MiracleWater's name and product line in their designated Territory during the Term herein designated. Campaign is defined as using two or more forms of advertising such as radio and print or television and billboard signs at least once per week, single means campaigns are acceptable if multiple announcements are made each week; MiracleWater understands that campaigns in different geographic areas need to be tailored to the means and population of the area and leaves this up to the discretion of the distributor unless MiracleWater determines that there is a need for a change, in which case MiracleWater will advise Distributor and further action will be at the discretion of MiracleWater.
- B. Distributor agrees to exercise care when planning and developing promotional materials. Prior to distributor using marketing materials other than those developed by MiracleWater, such materials must be submitted to MiracleWater for approval. Approval will be provided as soon as the material can be reviewed and determined to not contain misleading information or forbidden product claims.
- C. Distributor agrees to notify MiracleWater of any inquires or leads for any of MiracleWater's Products outside of Distributor's territory. MiracleWater shall render any inquires to the Distributor that are within the Distributor's territory. There shall be no need to reverse a sale for either party due to territory considerations, courtesy and fairness is the emphasis. Customers should be advised that they can order from the appropriate party.
- D. In the event that Distributor wishes MiracleWater to drop ship products to Distributor's customers, Distributor agrees to purchase the product in advance, or deposit, in advance \$10,000 USA Dollars and to maintain deposited funds with MiracleWater. The deposit/pre-purchase is required so that orders can be processed and shipped in a timely manner without violating certain trade laws, and so that Distributor is able to maintain prime relations with the customer and thereby increase sales by word of mouth. This will allow MiracleWater to drop ship units to Distributor's clients promptly upon notification of an order, while awaiting payment from the Distributor. At no time will MiracleWater drop ship product to customers of Distributor that is not covered by the deposit or previously sold to distributor. Distributor may make a larger deposit to MiracleWater so as to expedite shipping during high volume sales or prolonged time delays in receipt of payment, and thereby maintain prime customer relations and prevent possible trade law violations. Distributors using the private labeling option must pre-purchase liquid



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products in 1000 increments to qualify for private labeling. Other equipment related products such as water processors must be purchased in increments of 50 or more for private labeling.

- E. The Distributor program is only for serious marketing efforts. Distributors who fail to purchase a minimum of 5 water processors or similar amount of other products within any one month may have the deposit described in “C.” above forfeited and their distributor agreement terminated at the discretion of MiracleWater. Distributors may avoid the deposit and provide their own shipping to customers by purchasing in bulk from MiracleWater.

### **III. ASSISTANCE BY MIRACULEWATER**

MiracleWater agrees to provide Distributor with up to 10 hours of home office support and technical assistance each month without charge under the conditions specified herein. Additional support shall be charged at a reasonable fee determined by MiracleWater. Distributor is responsible for any and all communication charges and shall make contact via email [[Support@MiracleWater.com](mailto:Support@MiracleWater.com)] or by direct phone contact to the number 702-425-6231/6230. Distributors shall not use MiracleWater’s toll free number. The terms and conditions of said support may be changed without prior notice by MiracleWater.

### **IV. INTELLECTUAL PROPERTY RIGHTS**

- A. Distributor shall not use MiracleWater's trade names and/or trademarks except in the promotion of MiracleWater and MiracleWater products unless prior express written consent from MiracleWater is given.
- B. Under no circumstances shall Distributor, at any time, use MiracleWater's trade names, trademarks or other proprietary information as part of Distributor's corporate or trade name except in the promotion of MiracleWater and MiracleWater products.
- C. Upon termination of this Agreement, Distributor shall remove all references to MiracleWater from its letterheads, advertising literature, and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the parties.
- D. From time to time MiracleWater may disclose confidential information to distributor in the course of technical support and other communications. Such information shall at all times be treated as confidential and shall not be disclosed to any third party without prior written permission from MiracleWater.

### **V. SALES FORCE**

Distributor shall maintain a competent and experienced sales force sufficient to adequately serve the Territory. In the event that Distributor is unable to maintain sufficient, competent and experienced sales force to service the territory applied for, exclusive rights to the territory will not be granted or may be rescinded at any time by MiracleWater.

### **VI. CUSTOMER SERVICING**

- A. Distributor agrees to provide reasonable customer servicing in exchange for volume pricing.
- B. MiracleWater shall maintain sufficient inventory of the Products so as to permit filling and drop shipping against current customer orders within time limits provided by law. Orders shall be considered



as being delivered when F.O.B. MiracleWater is not responsible for any delays experienced by freight carriers or delays in customs.

- C. MiracleWater shall only use carriers of freight that verify delivery. It is the responsibility of Distributor to provide accurate and complete shipping instructions. MiracleWater is not responsible for orders shipped to a wrong address due to incorrect information provided by Distributor or Distributor's customers.
- D. Distributor agrees to notify MiracleWater if Distributor opens any new offices or branches or closes or ceases to operate through one of its offices or branches.
- E. In the event the Distributor wishes to arrange shipping they are welcome to do so and all responsibility for the products after leaving the factory is placed with the Distributor.

## **VII. ORDERS/ACCEPTANCE/PRICE AND TERMS**

- A. MiracleWater prefers that Distributor place orders via Email [[Orders@MiracleWater.com](mailto:Orders@MiracleWater.com)] or by fax [(888) 838-2823 in the USA & Canada]. Distributors unable to dial the toll free number from their location will be supplied an alternative phone number upon request.
- B. All orders from Distributor are subject to approval and final acceptance by MiracleWater. Prices may be revised from time to time by MiracleWater at its sole discretion. Prices are effective the date of revision. For nonstandard Products, which are sold to Distributor for resale, the price shall be as quoted to Distributor at time of inquiry, provided that the order entry date is within thirty (30) calendar days from date of inquiry.
- C. Payment to MiracleWater by Distributor shall be in United States currency, Euros or Gold unless specified differently by MiracleWater. Upon the placing of order(s), Distributor shall execute an irrevocable confirmed letter of credit, payable to MiracleWater, to be issued by a financial institution in good standing with United States financial institutions, and satisfactory to MiracleWater, in favor of said MiracleWater, unless another arrangement is previously approved in writing by MiracleWater. Orders may be paid by Wire Transfer, Cash, Check [Bank Draft], Visa, M/C, Amex, or other forms of payment as agreed to by MiracleWater. Distributors are encouraged to use a payment form such as Checks that do not have associated bank processing fees. Payments made by Credit Cards or Wire Transfers will be charged a processing fee to compensate for the cost of the transaction fees and labor incurred by MiracleWater as a part of the transaction processing. Contact MiracleWater for quotes on fees.

## **VIII. WARRANTY**

MiracleWater warrants that all Products delivered hereunder shall be of MiracleWater's standard quality. **MIRACULEWATER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **IX. FORCE MAJEURE**

- A. MiracleWater will at all times attempt to ship orders the same day as received, or as soon as practical.
- B. MiracleWater shall not be liable for damages resulting from delays in shipment; inability to ship due to normal production and shipment delays; those resulting from acts of God such as fires or floods; from wars, sabotage, accidents, labor disputes, shortages, plant shutdown or equipment failure; voluntary or involuntary compliance(s) with any law, order, rule or regulation of governmental agency or authority; inability to obtain material (including power and fuel), equipment or transportation, and/or arising from any other contingency, circumstances or event beyond the control of MiracleWater.



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## **X. LIMITATION OF LIABILITY**

- A. No claims of any kind, whether as to materials delivered or for non-delivery of materials from MiracleWater, whether arising from contract or otherwise, shall be greater in amount than the purchase price of the products in respect to which such damages are claimed. Failure to give notice of the claim to MiracleWater where the order was placed within thirty (30) calendar days from the date fixed for delivery shall constitute a waiver by Distributor of all claims in respect of such Products.
- B. In no event shall MiracleWater be liable for special, indirect or consequential damages.
- C. Any claim with respect to defective Products or breach of warranty must be promptly made within five (5) business days of detection of such defect and shall apply only to Products properly used, stored, transported, applied and maintained.

## **XI. RELATIONSHIP BETWEEN MIRACULEWATER AND DISTRIBUTOR**

- A. Distributor is not an agent, employee or legal representative of MiracleWater, but an independent contractor.
- B. Distributor does not have any authority to assume or to create any obligation or responsibility on behalf of MiracleWater or to bind MiracleWater in any manner whatsoever.
- C. Distributor further agrees to defend, indemnify and hold MiracleWater harmless from any and all claims of third parties that would not have arisen but for an act or omission by MiracleWater or Distributor that is contrary to the above-acknowledged relationship or any other term hereof.

## **XII. TERM/CANCELLATION**

- A. This Agreement shall become effective as of the date herein upon execution by an officer or other authorized representative of MiracleWater in the United States and by an authorized representative of Distributor and shall remain in effect for 2 years thereafter unless terminated by written notice to the other party. Termination becomes effective 30 calendar days after receipt of notice by either party.
- B. Without limitation, the following events shall constitute grounds for termination by MiracleWater if:
  - 1. Distributor shall file or have filed against it a petition of bankruptcy or insolvency or if Distributor shall make an assignment for benefit of its creditors, or if Distributor's viability should, in MiracleWater's judgment, become impaired; and/or
  - 2. Distributor fails to provide and maintain a proper and sufficient sales force;
  - 3. Distributor degrades and/or places in bad repute the name and reputation of MiracleWater expressly or by virtue of its methods of handling and/or promoting the products or otherwise;
  - 4. Distributor fails to meet any other of its obligations herein; or
  - 5. Distributor fails to meet minimum purchase goals as specified in this agreement.
- C. Except as may be otherwise determined pursuant to the laws of the jurisdiction where Distributor has its principle office, MiracleWater shall have no liability to Distributor by any reason of any termination or cancellation of this Agreement by MiracleWater, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.



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### **XIII. DISPUTE RESOLUTION**

#### **A. Preventing Conflict**

The parties hereby agree to use collaboration and cooperation to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, claims, or legal actions.

#### **B. Dispute Resolution**

The parties hereby agree to use their best efforts to resolve disputes arising out of or related to this Agreement by engaging in the following dispute resolution process should any such dispute(s) arise:

Level 1: MiracleWater and Distributor agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations.

Level 2: Any and all matters in dispute arising from or relating to this Agreement, or the breach thereof, which remain unresolved after Level 1 direct negotiations between the parties, shall first be submitted to confidential mediation in accordance with the laws of the State of Nevada. The parties agree to a good faith attempt to resolve all issues in mediation. Should the dispute escalate to mediation, MiracleWater shall be responsible for determining the appropriate mediator, time and place. Mediation is a pre-condition to further adversarial proceedings of any kind for disputes arising out of or related to this Agreement.

### **XIV. NONDISCLOSURE**

All information transferred or otherwise revealed to Distributor by MiracleWater under this Agreement, including but not limited to engineering information, manufacturing information, technology, know-how, price books and/or lists, will at all times remain MiracleWater's property. Distributor shall at all times hold such information confidential and shall not disclose any such information if not otherwise within the public domain. Upon any termination of this Agreement, or as MiracleWater directs from time to time, Distributor shall promptly return all such information to MiracleWater together with any copies or reproductions thereof. Distributor's obligations under this section shall survive any termination of the Agreement.

### **XV. CERTAIN PRACTICES**

- A. Distributor acknowledges that certain laws of the United States applicable to MiracleWater, but which may not be applicable to Distributor, impose fines or penalties on MiracleWater in the event MiracleWater makes payments to foreign government officials for the purpose of influencing those officials in making a business decision favorable to MiracleWater. In addition, MiracleWater and Distributor may be subject to similar laws or requirements of the country of destination of the Products.
- B. Distributor will upon reasonable request by MiracleWater, provide MiracleWater reasonable written assurance that the Distributor has done nothing to cause liability to MiracleWater under the above-mentioned laws.



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## **XVI. CONTROLLING LAW**

Consent to Jurisdiction. This Agreement is entered into and will be deemed for all purposes to have been made in Las Vegas, Nevada, and shall be governed by and construed in accordance with the laws of the State of Nevada USA applicable to contracts and agreements made and wholly to be performed in Nevada by residents of Nevada USA. The parties agree that the exclusive jurisdiction and venue of any action with respect to this Agreement shall be in the State of Nevada, USA. The official language of this agreement is English. In the event that this agreement is translated to any other language the English version shall be controlling.

## **XVII. WAIVER**

Any waiver by either party to this Agreement of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

## **XVIII. SEVERABILITY**

- A. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.
- B. It is agreed that the execution of this agreement shall not limit MiracleWater's right to sell MiracleWater's products directly in those markets and/or territories assigned to Distributor as listed in the attachment. Examples of this would be, but are not limited to, sales generated by the MiracleWater's web site to persons located geographically within the Distributor's territory. MiracleWater would not reverse a sale and then provide the lead to the Distributor. Whereas a request for demonstration or additional information may be at MiracleWater's discretion directed to the Distributor if it is known that the inquiry is from a person in the Distributors territory.

## **XIX. OTHER TERMS AND CONDITIONS**

- A. This Agreement constitutes the entire and only agreement between MiracleWater and Distributor with respect to its subject matter and there are no understandings or representations of any kind, express, implied, oral, written, statutory or otherwise, not expressly set forth herein. No alteration or modification of this Agreement shall be binding unless in writing and signed by the parties hereto.
- B. Product sold to Distributor is not eligible for return for refund. All sales to Distributors are final.
- C. This Agreement is not transferable in whole or in part by distributor without express prior written consent of MiracleWater. MiracleWater reserves the right to transfer this agreement in whole or in part.
- D. If Distributor consists of either two or more individuals or partners, each shall execute this Agreement on behalf of Distributor and each individual signing shall be jointly and severally liable to MiracleWater with respect to the obligations of Distributor under this Agreement.
- E. This Agreement shall be interpreted and enforced in accordance with the laws of the United States of America, State of Nevada, and the official language of this Agreement for all purposes shall be English.
- F. Distributor understands that MiracleWater may discontinue customer service on a product or service at any time without notice.
- G. Distributor living in or operating in locations that require custom duties and/or VAT taxes to be collected understand that all custom duties and/or VAT taxes are the responsibility of Distributor. If it should happen that MiracleWater's courier or freight account is charged for custom duties and/or VAT



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tax, instead of the Distributor paying referenced charges, then the charge will be deducted from distributors deposit if applicable or will be billed and may cause this agreement to be terminated by MiracleWater.



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## XX. MARKETING MATERIALS

- A. Digital files of marketing materials are available free of charge to Distributors. MiracleWater agrees to furnish Distributor with reasonable access to MiracleWater's catalogs, manuals, advertising literature and other sales aids that may be available. Access will take the form of digital files available in html, PDF, or doc format as determined by MiracleWater. Digital files will be made available for download from the representative section of the <http://MiracleWater.com> web site.
- B. Any such sales aids shall be provided in English. As additional translated sales aids are created, they will be made available to the Distributor within a fair amount of time.
- C. Professionally preprinted MiracleWater marketing materials may be purchased from MiracleWater. Prices are quoted at time of order inquiry and quotes are valid for thirty (30) days.

## XXI. DISTRIBUTOR PRIVATE LABELING OPTION

Distributors are encouraged to request private labeling of the MiracleWater Inc. water processors and other products. The requirements for private labeling of products vary from one product to the next. Distributors should inquire directly to MiracleWater regarding these requirements or examine the products themselves.

All private labels require the approval of MiracleWater before their use on the company's products.

### Private labeling options:

- A. **Distributors must supply full contact information for re-labeling of products with distributors address. Unless special artwork is received and arrangements made at the time of order, MiracleWater will print new labels identical to the standard label used except for the distributors contact information including address and phone number/web site taking the place of MiracleWater contact info. The standard charge of \$0.50 per bottle or item will be charged for re-labeling in all items sold for resale.**
- B. Distributors may submit to MiracleWater artwork in jpeg format and pay a one time fee of \$500 which reflects the price to process the request and to produce one thousand (1000) labels. Private labeling carries a standard special handling fee of \$0.50 per bottle or item. Artwork should have a finished resolution of 600dpi or more and bear the Distributor's logo and contact information in order to assist customers in contacting the Distributor to obtain replacement parts and assistance and/or to place additional orders.
- C. MiracleWater will provide proofs of all custom labels for distributor approval. MiracleWater is not responsible for misprints after the distributor has approved the label. Printing upon special materials is available and cost increases for such materials are directly related to the production cost.
- D. Distributors also have the option of supplying MiracleWater with labels of their choice provided that they are on high-wear, water-proof or water-resistant materials and have a permanent adhesive with a peel backing and are provided on rolls with a 3" core. Labels on various products have different dimensions depending upon the placement and the product; as such multiple label sizes will be needed. Contact MiracleWater for specifications
- E. All Distributor private labels should meet applicable state and federal laws/regulations for the territory.
- F. In all cases MiracleWater reserves the right of prior approval of the labels.



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## XXII. MIRACULEWATER DISTRIBUTOR VOLUME SCHEDULE

**This information will be made available upon confidential communications for serious inquiries only.**

## XXIII. DISTRIBUTOR DROP SHIPPING PROGRAM

MiracleWater makes available its USA world wide distribution center through a special drop shipment program.

The program works in this way.

- A. Distributor purchases in bulk the products in which distributor wishes MiracleWater to maintain in its warehouses and drop ship to Distributors customers.
- B. Distributor is billed \$400 [or more depending upon space required] per month for high security storage and 5 days a week shipping and packing service provided by our personnel.
- C. Standard Shipping & Handling charges apply based upon actual cost including packing materials to all orders processed. [Charges are posted on web for standard ground shipping.]
  1. Distributor passes shipping and handling charges onto the customer at time of sale.
  2. Tracking information is sent daily for orders processed via email to distributor.
  3. Distributor is responsible for providing accurate and complete shipping information. [The preferred method being Email.]
  4. This program allows for the use of Distributors shipping account or a special shipping account provided through MiracleWater. The S&H charges accumulated are normally paid by automatic draft or credit card, on a weekly bases.
- D. Distributor is provided the option of dealing with damaged shipment claims or paying our personnel to process such claims at an hourly rate of \$20 per hour. In all cases MiracleWater shall not be responsible for damage in transit. Insurance provided by the carrier if so requested is the sole remedy for damage in transit.
- E. Distributors participating in the drop shipment program via deposit will have monthly calculations of prices based upon sales volume for the month. Allowing a 30 day average sales volume to determine the actual end price paid by distributor for products sold. Distributors Deposit will be automatically adjusted by MiracleWater on or about the 1<sup>st</sup> of each month to reflect the discounts achieved.
- F. MiracleWater agrees to take reasonable precautions to protect Distributors goods while in the distribution center, but accepts no responsibility for losses or damages caused by theft, acts of god, war, fire, flood, or any other means.



## **XXIV. FOREIGN CORRUPT PRACTICES ACT**

### **Business Practices**

- A. In the performance of their obligations under this Agreement, Distributor and its agents shall comply strictly with all laws, regulations, orders and policies having the force of law, in the territory where operating, and where applicable, all laws, regulations, orders and policies having the force of law of any other jurisdiction, including without limitation, the United States of America.
- B. In addition to the Distributor and its Agent's obligations hereunder, the Distributor represents, warrants and agrees that, in connection with the performance of its duties hereunder, it shall not make any payments, in money or in any other item of value nor make any offers or promises to pay any money or any other item of value to (a) any government official, (b) any foreign political party, (c) any candidate for foreign political officer or (d) any other person or entity, with the knowledge that such payment, offer or promise to pay will be made to any government official for the purpose of influencing such government official to make one or more business decisions favorable to Principal, Distributor, or both.
- C. Distributor further signifies that no government official is a principal, owner, officer, employee or agent of any entity in which Distributor has an interest, and no government official has any material financial interest in the business of the Distributor.
- D. In the event of any breach by Distributor of any of its representations, warranties or covenants contained in this Article, Principal may, in its sole discretion in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Distributor shall forever forfeit all rights to all deposits, fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.



## **XXV. INDEMNITY**

Distributor will indemnify and hold MiracleWater, its subsidiaries, manufacturers, distributors, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, stock holders, and contractors (hereinafter known as the "Indemnified Parties") harmless from any breach of this agreement.