

## **Preliminary Guidelines for Potential Distributor of Wateroam Pte. Ltd. ("Wateroam")**

This document provides a potential distributor with a set of preliminary guidelines and responsibilities during their term as an Official Distributor of Wateroam. The terms in this document are not intended to be legally binding until a final written agreement has been entered into.

### **1. Key Responsibilities of an Official Distributor**

The Official Distributor undertakes and agrees at all times during the term of the Distributorship Agreement (the "Agreement") to:

- a. complete the distributorship proposal before each new term
- b. promote the distribution and sale of the Wateroam products in the assigned territory;
- c. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Distributor's key responsibilities under the Agreement;
- d. apply for and maintain the relevant licenses, trademarks and certifications to distribute and sell the Wateroam products in the assigned territory;
- e. handle the necessary duties, shipment and logistics required at its own cost;
- f. maintain a physical space within the Distributor's premises to showcase the Wateroam products;
- g. provide customers the after-sale repair and maintenance service in respect of the Wateroam products;
- h. keep an inventory stock of replacement parts at recommended 5% of Wateroam water filter products
- i. keep all inventory stocks of the Wateroam products in conditions appropriate for their storage;
- j. represent Wateroam professionally and according to brand guidelines;
- k. send quarterly sales reports and regular distributorship progress reports according to the report templates provided by Wateroam;
- l. attend regular calls with Wateroam to update about distributorship progress.

### **2. Key responsibilities of Wateroam:**

Wateroam undertakes and agrees at all times during the term of the Distributorship Agreement (the "Agreement") to:

- a. provide brand guidelines and marketing materials;
- b. conduct sales, marketing and technical training for Official Distributor;
- c. support sales and marketing efforts of Official Distributor;
- d. provide reporting template for Official distributor's quarterly sales reports and regular distributorship progress reports;
- e. refer customers and relevant partners within Official Distributor's Region of Distribution to the Official Distributor;

- f. set regular meetings and calls with the Official Distributor
- g. update Official Distributor on new product ranges and engage Official Distributor on product feedback

### **3. Region of Distribution:**

The following region:

- i. \_\_\_\_\_

### **4. Minimum Order Quantity (MOQ):**

The minimum order commitment to maintain Distributorship is a combined retail value<sup>1</sup> of US\$87,500 prior to Distributor Discount. Part of the MOQ will include a purchase order of a combined retail value of US\$17,500 prior to Distributor Discount, and this must be fully paid upon signing the distributorship agreement. The remainder of MOQ commitment will be proposed and fulfilled by the Official Distributor.

### **5. Distributor Discount per Product:**

The Distributor Discount for Wateroam products at any point of time will vary according to the total quantity purchased up to the point of purchase, and will be retroactively applied on past purchases once the total quantity passes a tier. Please refer to the Distributor Product Price List for a further breakdown of the prices.

### **6. Period of Partnership:**

The Agreement is valid for a period of 1 year from the Commencement Date and renewable for each consecutive period of 1 year subject to distribution performance, adherence to key responsibilities, and the discretion of Wateroam.

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<sup>1</sup> Retail value will be based on existing prices on the most updated version of the Product Catalogue