



COLLABORATIVE CONSERVATION AGREEMENT 2014

WHEREAS: The WILD Foundation (“WILD”), a USA registered 501(c)(3) non-profit organization based in Boulder, Colorado that works for wilderness, wildlife and people throughout the world, has a history of involvement with projects that demonstrate the value of wild nature and its ecological services, and is currently working on a project named WILD Cities that promotes and implements awareness of and practical projects enhancing the connection of urban space and inhabitants to the values and services of wild nature; and

WHEREAS: Biomatrix Water Solutions Ltd, (Biomatrix) is an ecological design, education and technology company that researches, builds and operates projects that enhance urban quality of living through improved ecological conditions, especially as they relate to restoration of the urban water environment, water quality, waterscape amenity, biodiversity, and habitat creation.

THEREFORE: Biomatrix and WILD are the PARTIES to this agreement that establishes a working relationship based on the good intention, professionalism, and shared spirit of nature conservation.

I The WILD Foundation agrees to:

1. Be a “Conservation and Communications Partner” of Biomatrix.
2. Engage Biomatrix to provide specific activities, such as waterway restoration, scientific and engineering research, education and outreach to schools, non-profit organizations, and the public to expand the conservation awareness concerning the role of ecological services provided by wild natural systems.
3. Grant Biomatrix a limited, non-exclusive right and license to use WILD’s name and logo in its promotional materials, all of which materials must be approved in advance by WILD.
4. Approve in a timely manner for use by Biomatrix all descriptive copy created by Biomatrix that mentions or discusses WILD.
5. Supply a digitized copy of its logo to Biomatrix
6. Promote as a collaborative initiative with WILD through WILD’s websites, blog and certain other mutually agreed and approved promotional materials.
7. Receive and process donations specified to cover aspects of Biomatrix work strictly related to the non-profit mission of WILD, such as waterway restoration, conservation education, research, and related communications (the “Donations”). Manage the Donations by providing services such as receiving, processing and accounting, acknowledgement of Donations (above \$250) and associated filing requirements.
8. Retain a minimum of 7-10% (as or otherwise agreed by the Parties) of donations to partly cover its own administrative costs associated with its management and conservation communications role in Biomatrix.
9. Supply funds from the Donations to Biomatrix upon request, which funds can be used strictly for expenses related to the non-profit mission of WILD --such as urban water way restoration, habitat

creation and conservation and raising conservation awareness, conducting education and information campaigns, expanding the scientific knowledge, of wild nature and its ecological and social benefits – and not for marketing, technology installation strictly covered by other contracts or professional awards, or other costs not strictly related to conservation, education, communications and research.

10. Provide financial reports relating to the Donations on a semi-annual basis and, with respect to any month in which the Donations exceed \$10,000, monthly.

II Biomatrix hereby agrees to:

1. Name The WILD Foundation as a Conservation and Communications Partner, and acknowledge this partnership in all promotional materials and in other ways as appropriate for the nature of such relationship.
2. Grant WILD a limited, non-exclusive right and license to use its name and logo in its promotional materials.
3. Approve in a timely manner for use by WILD all descriptive copy for use by WILD that mentions or discusses Biomatrix.
4. Supply a digitized copy of its logo and other images a reasonably requested.
5. Promote Biomatrix as a collaborative initiative with WILD through Biomatrix's websites, blogs and certain other mutually agreed and approved promotional materials.
6. Use funds provided by WILD strictly for the educational and mission-oriented purposes outlined in this agreement, maintain distinct accounting records for all such funds, and make such reports available to WILD as requested.
7. Maintain clear and constructive working relationships with all government agencies and NGOs, and to promptly report to WILD should any issues arise in this regard.
8. Supply a full report at least once a calendar year, with a financial summary of accomplishments, a breakdown of how funds provided by WILD were used, and other relevant information as reasonably requested by WILD.
9. Supply occasional web blogs or other communications material for use on wild.org, with suitable images, to inform and update WILD followers on the conservation work of Biomatrix. The tone of the blog shall be constructive, positive, and solution-oriented and shall be approved at the sole discretion of WILD.

III Term of agreement – From date of signing thru 31 December 2014

IV Renewal – This agreement can be renewed through mutual consent.

V Termination of Agreement – This Agreement can be terminated by either party, with five business days' written notice, at any time. The Parties agree to resolve all outstanding matters in good faith in connection with any termination of this Agreement.

VI Dispute and Governing Law– In case of dispute, the Parties agree to the services of a mutually selected arbitrator, with responsibility for payment of arbitration fees (if any) determined by the arbitrator. Should the Parties not be able to agree on an arbitrator, the dispute shall be governed by a panel of three arbitrators, with each Party choosing one arbitrator and those two selected arbitrators choosing the third by mutual agreement. This contract shall be governed by the laws of the State of Colorado.

VII Amendment – This agreement may be amended as necessary at any time by mutual consent, in writing.

VIII Entire Agreement – This Agreement embodies the entire understanding and agreement of the Parties hereto concerning the matters reflected herein and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

This Agreement is entered into with goodwill and faith by each party, with the purpose of furthering their mutual mission for nature conservation. Both parties hereby agree to emphasize the best interests of this non-profit initiative in all of their dealings.

(signed) Vance G. Martin

(signed) Galen Fulford



The WILD Foundation

Biomatrix Water Solutions Ltd.

Date: 15 December 2013

Date: 20th December 2013