Letter of Intent

between

American Rainwater Catchment Systems Association

ARCSA

And

Blue Frontiers Pte. Ltd.

1. Participants

ARCSA is a 501(c)(6) non-profit organization founded in 1994 to promote sustainable rainwater harvesting practices to help solve potable, non-potable, stormwater and energy challenges throughout the world. Its membership consists of 720 members in 14 nations, including large and small businesses, individuals, regulators, water purveyors, elected federal, state and local officials, manufacturers, academia, designers, utility officials, installers, sustainability advocates, system maintainers, architects, plumbers and other enthusiasts. The Foundation is a 501(c)(3) non-profit dedicated to and focused on general education and rainwater collection and use research. Due to this separation of roles, ARCSA is the trade association component, representing the business-market side of rainwater harvesting, as well as the lobbying side for rainwater harvesting laws, policies and standards.

Their mission statements:

ARCSA: To provide resources and information on rainwater and stormwater collection to promote the advancement of rainwater conservation and to work with government at all levels in promoting rainwater and stormwater management.

FOUNDATION: To serve as the global resource for rainwater and stormwater harvesting by promoting research, education and thought leadership.

Blue Frontiers Pte. Ltd. is realizing the promise of seasteading, building resilient floating islands and innovative governing frameworks, including sustainable water management.
2. Whereas:
   
a. Blue Frontiers is interested in advancing sustainable self-sufficient onsite water usage in its islands, strategies related to the activities of ARCSA, e.g. IOT which supports the development of seasteads.

b. Both companies believe we have to invest in and create a sustainable and technologically advanced world, through self-sufficient water applications.

c. ARCSA offers technical expertise and advanced training in rainwater and stormwater collection, treatment and use systems.

d. Blue Frontiers plans to have a startup accelerator (or some other project component related to the PARTNER) in its SeaZone™, focusing on sustainable water management.

e. ARCSA is interested in future opportunities in the SeaZone™ and is supportive of its development.

3. Purpose
   
a. In recognition of their common interests, Blue Frontiers and ARCSA subscribe to this Letter of Intent (LOI) to explore the promotion of mutual interests in the advancement of rain and stormwater systems, as related to education, training, investment, and advocacy. While this LOI is non-binding, it is also a declaration that both organizations will entertain potential mutually beneficial binding agreements in the future.

b. Desiring a partnership that builds on synergies between their independently programmed objectives and activities, the Participants intend coordination to advance their mutual interests.

c. The purpose of this LOI is to outline the areas for a cooperation between the two Participants in order to:
   
i. Expand rainwater collection system market opportunities;

ii. Exchange expertise in rain and stormwater management; and

iii. Share network contacts and resources.

4. Scope of Coordination
   
a. The shared objectives for the coordination planned under this LOI are that the Participants will:
   
i. Forge a strategic partnerships through which, in good faith, they will support each other's work and activities around rain and stormwater use and management;

ii. As it relates to their mutual interests under this LOI, provide appropriate access to their respective project team, data, and work in an open relationship of collaboration;

iii. Establish a promotional partnership through which each Participant may display the logo of the other on their website and promotional, and materials as a “research partner” and “strategic partner”;

iv. Collaborate on seminars, conferences, and/or activities as they may relate to their mutual interests; and

v. Co-promote each other’s programs and events, where applicable.
5. Finance and Funding
   a. Unless otherwise determined by written agreement of the Participants, each Participant is alone responsible for the costs it incurs in participating in the coordination contemplated by this LOI, including all administrative costs, overhead expenses, labor costs, insurance costs, travel expenses and similar costs. Neither Participant shall be responsible for payment of the other Participant’s workers’ compensation, disability benefits or unemployment insurance, nor shall it be responsible for withholding or paying employment related taxes for the other Participant or its employees.
   b. This LOI is neither a fiscal nor a funds obligation document. Nothing in this letter authorizes or is intended to obligate one Participant to expend, exchange, or reimburse fiscal instruments, funds, or valuable commodities on, with, or of another Participant.

6. Cross-promotion

Participants agree to allow one another to use each other’s name and logo, so long as the use of the other’s brand and identity is done in a manner that primarily demonstrates joint efforts, but does not mislead third parties to believe a relationship exists between the two Participants beyond the scope of this LOI.

7. Terms

This Letter of Intent shall remain in effect for a period of two (2) years from the date of signing and it may be renewed for a further two (2) years by the mutual agreement of both parties. The Memorandum can be terminated at any time by either party upon provision of thirty (30) days written notice to the other party. This Memorandum may be amended or modified at any time by the mutual consent of the co-operating institutions.

8. Signatures

The Participants hereby endorse this Letter of Intent and acknowledge their understanding by the following signatures.

SIGNED for and on behalf of

Blue Frontiers Pte.

[Signature]

Gregory Delaune
Title: Technology Partnerships

https://www.blue-frontiers.com/

Date: May 21, 2018

American Rainwater Catchment System Association
The Foundation

[Signature]

David Crawford
Title: Chairman/President

https://www.arcssa.org/

Date: 5/28/18

Jim Urtz
Title: President

http://arcsafoundation.org/

Date: 5/29/18