



Humitech West Indies SUB FRANCHISE AGREEMENT.(excerpt)

“**THIS AGREEMENT** is entered into on this 12th day of June, 2006, by and between **Discovery Enterprises Ltd**, a Company registered in Trinidad & Tobago whose place of business is 16 Damian Street, Woodbrook, Trinidad and trading as Humitech West Indies (*hereinafter referred to as HWI or by reference “we”, “us”, “our”*) and you **Curud Consultancy & Management N.V.** whose address is:- Patrijsweg 9, Cascora, Willemstad, Curacao N.A. and trading as Prime Technologies (*hereinafter referred to as “Franchisee” or “you” or “your”*). *Either Party or both Parties respectively may be referred to as “party” or “parties”*.”

RECITALS

A. HWI distributes Humidity Control Systems under the name and mark “**Humitech®**” (*the “Products”*)

B. HWI through the Franchise from HFC (Humitech Franchise® Corporation) has this sub-franchise for the sale and servicing of HFC’s exclusive line of Products using the service mark “Humitech®” and other trade marks, service marks (*including but not limited to, “Humidity Control Systems”*) logos and identifying features designated from time to time by HFC (*the Licensed Marks”*) and using HFC’s distinctive methods for establishing and operating HFC Franchises.

C. You desire to establish a sub-franchise to be located in the following geographic area: **The Netherland Antilles (Curacao, Aruba, Bonaire, ST.Maarten, Saba & Statia)** and HWI desires to grant You the right to operate a sub-franchise at such Territory under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights, covenants and obligations set forth herein, the Parties agree as follows:

1. GRANT OF LICENSE

1.01 HWI grants to you, and you accept from HWI, the right and license to operate one HFC office (*or the “franchise”*) for the sale of HFC’s exclusive line of Products at a location in the “Exclusive Territory” named in C of *Recitals* above after it is approved in writing by HWI, to purchase products from HWI or its affiliates for resale to customers in your Territory, and to use the Licensed Marks only in connection with the operation of the franchise in accordance with the terms and conditions of this agreement. HWI grants Franchise to you hereunder in reliance upon your agreement to all times operate and manage the Franchise faithfully, honestly and diligently in strict conformance with HFC’s operating procedures and specifications, as set forth in the Operations Manual (*the Manual*) and as otherwise from time to time communicated to you, using our best efforts to promote and enhance the performance and operation of the Franchise.

1.02 HWI hereby grants to You the Exclusive Territory right to solicit customers for the Products by direct sales or other approved means, but not including the World Wide Net (*Internet*), in the territory described above. Other HFC franchisees and HWI Sub-Franchises will not be permitted to solicit customers for products by advertising in any other HFC’s or HWI’s exclusive Territory. Likewise you may not target or solicit customers for Products by advertising in other HFC’s or HWI’s exclusive Territories. Exclusive Territories will not overlap any other exclusive territory. Regardless of entry level, HWI’s sub-Franchisees shall not purposely solicit sales and service to customers located outside your Territory, without our permission in writing.

2. TERM AND RENEWAL

2.01 The term of this agreement shall be 10 years commencing on the date of execution of this agreement by HWI.

2.02 At the expiration of the term or any renewal term hereof, you may, at its option, renew the Franchise granted hereunder for 5 additional terms of 10 years each on the following terms and conditions:

A. You shall give HWI notice in writing of your election to renew this agreement at least 3 months prior to the expiration of the then-current term.”