



EBROKER DIRECT SOFTWARE LICENCE AGREEMENT AND INTRODUCER AGREEMENT

In these Terms and Conditions (“Terms”) references to Us, We or Our are references to EBroker Direct Limited, company registration number 10857908 of 1a Crimea Road, Bournemouth, BH9 1AP.

We are the entire legal and beneficial owner and licensor of certain software products and We offer access to these via an online service. We are willing to license You to use these products and to permit You to use or access the service subject to your acceptance and compliance with these Terms and Conditions (“Terms”)

These Terms will apply to our contractual arrangements with both (a) business energy brokers who wish to use our Software to facilitate their relationships with energy suppliers and (b) to sub- brokers who introduce Our suppliers to customers. These Terms are divided into two sections, being the terms of a grant of a licence to (a) to use and access Our Software and terms of Our agreement with (b) relating to the introduction of suppliers. You acknowledge and agree that all terms which apply to the relationship You have with Us are agreed by You and on behalf of your customers.

In these Terms, references to, “You,” “Your” or related capitalised terms shall refer to the person or entity at (a) or (b) above.

If You are entering into these Terms on behalf of another legal entity You must agree to these Terms on behalf of that entity and You warrant and represent to Us that You have the authority to bind that entity to these Terms. In such a case the terms, “You,” “Your” or related capitalised terms shall refer to that entity. If You do not have such authority You may not use the Service.

We may amend these terms from time to time at our discretion without advance notification and such amendments will become effective from the date they are placed on the Site. You are advised to check the Site regularly to review any changes.

By accessing or using the Service or Site, or authorizing or permitting any Agent or End-User to access or use the Service or Site, You agree to be bound by these Terms.

eBroker Direct Limited Licence Agreement and Introducer Agreement v.20

A: Suite A, 2nd Floor Burlington House, Burlington Arcade, Bournemouth. BH1 2HZ

T: 01202 025 382

E: support@ebrokerdirect.co.uk



SOFTWARE LICENCE

THESE TERMS APPLY TO THE CONTRACT BETWEEN YOU AND US AND GOVERN USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU, ALL AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE, A SUBSCRIPTION TO THE SERVICE WITH NO LICENCE FEE, OR A FREE TRIAL OF THE SERVICE

1 DEFINITIONS

1.1 When used in these Terms with the initial letters capitalised, in addition to the terms defined elsewhere in these Terms, the following words have the following meanings:

Agent: means an individual authorized by You to use the Service as an agent and/or administrator as identified through a unique login.

Introducer: means an individual authorized by You to use the Service through Your account as an Agent who places a customer contract with a utility supplier.

Confidential Information: means all information disclosed by You to Us or by Us to You which is labeled as confidential or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to information relating to Our security policies and procedures, customer information, fee structures, financial, marketing and business strategies and processes, these Terms and Service Data. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

End-User: means any person or entity other than You or any Agents with whom You or any Agents interact and who use the Service.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, design, layout, text, images, tables, compilations, concepts, services, derived data, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms

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of protection which subsist or will subsist, now or in the future, in any part of the world.

Introducer: means a person (You or an individual authorized by You) who places a customer contract with a Supplier through their or Your account or their or Your interface (and where You are an Introducer, You should refer to the **Introducer Agreement** below for the specific terms)

Product(s): means modules to which You subscribe via the Site.

Service: means Our subscription Service and any applicable Software or Product which You have purchased or to which You have subscribed using the Site.

Service Data: means electronic data, text, messages, communications or other materials submitted to and stored within the Service by You, Agents and End-Users in connection with Your or their use of such Service, which may include, without limitation, Personal Data.

Site: means www.ebrokerdirect.co.uk or any subdomain of eb-d.uk, as applicable, as well as all and any other websites that We own and operate.

Software: means software and associated documentation in any form or media or by any means provided by Us (either by download or accessed through the internet) that allows an Agent or End-User to use any functionality in connection with the applicable Services or Product.

Minimum Target: When applied and clearly labelled on Your eBManager, this means the minimum contract volume target detailed on Your eBManager. The minimum contract volume target is a monthly sales volume target agreed between You and Us and reviewed by Us at the end of each calendar month and based on a sales volume over a 3 month rolling average.

Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

1.2 Unless the context otherwise requires:

- (a) words in the singular shall include the plural and in the plural shall include the singular;
- (b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
- (c) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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2. Subscription

2.1 In order to subscribe to any of the Service via www.ebrokerdirect.co.uk or subdomain of eb-d.uk You must register with eBroker Direct Limited and shall provide your full legal name, a valid email address and any other information We may request.

2.2 Upon Your subscription to the Service and subject always to these Terms, We will grant You a non-exclusive, non-transferable right to use the Services and a non-exclusive and non-transferable licence to use the Software for the duration of your subscription, such use to be solely for the purpose of Your internal business operations.

2.3 It is a condition of your subscription and of the licence granted by Us that You shall:

(a) undertake that you will not allow or suffer any subscription to be used by more than one End-User or Agent;

(b) keep a secure password for use of the Service or Product and for documentation derived from the Service and shall keep that password confidential;

(c) not access, store, distribute or transmit any viruses, or any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) for which you do not have the necessary licenses, consents or approvals for, (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

(d) not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms, (i) attempt to copy, modify, adapt, reverse engineer, decompile, disassemble, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute or make error corrections to the Software in whole or in part; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

(e) not access all or any part of the Service or Software in order to build a product or service which competes with the Service or Software;

(f) not licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service or any derived data available to any third party;

(g) not attempt to obtain, or assist third parties in obtaining, access to the Service other than as permitted under these Terms; and

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(h) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Us.

2.4 In the event that You act in breach of any of the conditions in clause 2.3 We reserve the right, without liability or prejudice to our other rights, to disable your access to the Software or to any material that breaches the provisions of clause 2.3 or to cancel Your subscription to the Services without penalty.

3. The Service

3.1 We shall, for the duration of your subscription, provide the Service subject to these Terms.

3.2 We shall use all commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except during scheduled maintenance. We shall use all commercially reasonable endeavours to minimise any disruption to Your use of the Service but shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Service may be subject to limitations, delays, temporary suspense without notice and other problems inherent in the use of such communications facilities and server hosting.

3.3 You acknowledge and agree that any part of the Service may be amended from time to time during the duration of Your subscription to ensure the on-going provision of the Services. In most cases, these changes will not affect the Service, however in the event that a change is required which substantially adversely affects your use of the Service, we will endeavour to give you reasonable notice of such change.

3.4 You acknowledge that the Service has not been developed to meet your individual requirements and it is therefore your responsibility to ensure that the facilities and functions of the Service as described on the Site, meet your requirements.

3.5 Our obligations under these Terms shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions, or modification or alteration of the Service by any party other than Us or our duly authorised agents. If the Service do not conform to their stated specification, We will, at our expense, use reasonable endeavours to correct any such non-conformance or provide You with an alternative means of achieving conformance or the desired performance. Such correction or substitution constitutes Your sole and exclusive remedy for any non-conformance of the Services.

4. Technical Support

4.1 We shall have no obligation to provide general support services.

4.2 Subject to payment being made pursuant to clause 8, We shall provide technical support to You to resolve bugs and errors in the Service which are reproducible by us. You must make all requests for support via the support desk or by email to support@ebrokerdirect.co.uk and all such requests must include a detailed description of any incident requiring support services, the circumstances in which it arose and sufficient material and information to allow Us to duplicate the problem. In these circumstances and at our discretion there will not be a charge for the support but We reserve the right to charge in exceptional circumstances and will not be liable for delays in resolution of the problem.

4.3 Enhancement requests may be charged at no cost if We consider, at Our discretion, that the enhancement would benefit all customers. In the event that we decide that a charge is payable for enhancement requests this will be at a rate to be agreed in writing prior to any work being carried out.

5. Service Data

5.1 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of any Service Data uploaded to the Site by You in connection with the Service. We shall have no responsibility for the content of the Service Data or other information stored on the servers within Our control.

5.2 In the event that we have to move your Service Data to another server in the event of server failure or in order to allow us to fulfil our obligations under these Terms or to provide the Service, You hereby grant Us the right to do so.

5.3 We will conduct a scheduled back up of your Service Data on a daily basis and back-ups will be retained for two weeks. In the event of any loss or damage to the Service Data in connection with the Services, Your sole and exclusive remedy shall be the use by Us of Our reasonable commercial endeavours to restore the lost or damaged Service Data from the latest backup maintained by us.

5.4 We acknowledge that all Intellectual Property Rights in any Service Data uploaded by you to the Site in connection with the Services shall not belong to Us. All Service Data entered or uploaded to the Site by You is your property and the rights of the data remains with you. Service Data can be removed at any time at Your request. We will not use your Service Data unless you give us permission to do so.

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6. Your Obligations

6.1 You shall:

(a) provide Us with: (a) all necessary co-operation in relation to these Terms as we shall reasonably require; and (b) all necessary access to such information as may be reasonably required by Us in order to render the Service, including but not limited to, your Service Data and End User configuration.

(b) comply with all applicable laws and regulations in relation to Your use of the Service and shall maintain all necessary licenses, consents, and permissions necessary for Us or our authorized agents to perform our obligations under these Terms and to supply the Service.

(c) upon request provide us with accurate details as to the source of your Service Data.

(d) Ensure that any authorized End Users use the Service in accordance with these Terms. You acknowledge and agree that You shall be responsible for any breach of these Terms by such End-Users and you shall fully indemnify Us in relation to any such breach.

(e) be solely responsible for procuring and maintaining Your own network connections and telecommunications links from Your systems to Our data center. You acknowledge and agree that You shall be responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet and shall fully indemnify Us in relation to these.

(f) use reasonable security precautions in connection with Your use of the Service. You acknowledge and agree that You shall use best endeavours to mitigate the risks inherent in the provision and use of the Service, including loss of Service Data.

(g) be solely responsible for managing changes to your Product(s) including without limitation upgrading, downgrading, switching off and adding modules to your Product(s) on eBManager.

7. Limited Services Warranty

7.1 We undertake that the Services will be performed substantially in accordance with these Terms and with reasonable skill and care. You acknowledge that in performing the Service We will use and rely on (a) raw data, Confidential Information and non-confidential information such as data, instructions and materials which are provided by You to Us, and; (b) third party information, (together "Information") without verifying such Information. We shall not be liable for any damage caused by Our use of the Information or by any action taken by Us at your direction.

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7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Service or any modification or alteration of the Service by any party other than Us or our duly authorised contractors or agents.

7.3 Notwithstanding the undertaking at clause 7.1, we:

(a) do not warrant that your use of the Service will be uninterrupted, timely, error-free or completely secure; or that the Service, documentation or the information obtained by You through the Services will meet Your requirements; and

(b) are not responsible for the truthfulness, veracity, accuracy of any of the information provided to or retrieved through the Service nor do we warrant the accuracy, reliability or timeliness of any information or data accessible via the Service. We will not be liable for any damage or loss caused by your or any third party's reliance on the data derived from the Service;

(c) are not responsible for any interruption of the Service provided that in such circumstances we shall use commercially reasonable efforts to correct the interruption.

7.4 Other than to the extent provided under these Terms except to the extent required by law, We disclaim all warranties, representations, conditions, and duties, whether express or implied, regarding the Service, including, without limitation, any and all implied warranties of accuracy, results of use, reliability, fitness for a particular purpose, or title.

8 Charges and Payment

8.1 We may, at our sole discretion, offer You a free promotional trial to use the Service, the duration and availability of which may be subject to change. Your use of the Service during any free trial shall be strictly in accordance with these Terms.

8.2 All amounts and fees applicable to the Service and any Products are based on the type of subscription required by You and are stated or referred to on the Site ("Fees"). All fees are subject to this clause 8 and any other payment terms as otherwise agreed between You and Us in writing.

8.3 Payment of Fees shall be made in advance immediately upon the expiry of any free trial or, if no free trial is offered. Payment must be made using the payment gateway provided by Us.

8.4 You will be provided with details of the duration of the Product or licence, the expiry of the subscription period and the recurring fees amount and you are responsible to ensure payment of each recurring payment. If We do not receive any payment on the due date we may, without prejudice to any of Our other rights and remedies; and without liability to you, disable your password, account and access

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to all or part of the Service and we shall be under no obligation to provide any or all of the Service while any payment remain unpaid.

8.5 Fees for a subscription for the Service can be increased at our discretion upon 30 days' prior written notice to you.

8.6 Interest shall accrue on a daily basis on any overdue Fees together with a fixed sum and reasonable costs of recovering the debt pursuant to the The Late Payment of Commercial Debts (Interest) Act 1998 commencing on the payment due date and continuing until fully paid, whether before or after judgment.

8.7 All fees shall be payable in pounds sterling, are exclusive of VAT and may not be subject to any set off or deductions.

8.8 Subject to any provision to the contrary in these Terms, Fees are non-cancellable and non-refundable;

9. Proprietary Rights

9.1 You acknowledge and agree that all and any Intellectual Property Rights in the Site, all Software and source code and the Services are owned by Us or our licensors.

9.2 We confirm that We have and will maintain all necessary licenses, consents, and permissions necessary for the performance of Our obligations under this agreement.

10. Confidentiality

10.1 Each party shall, during the duration of Your subscription or use of the Services or Products and for a term of three years thereafter:

(a) hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement; and

(b) take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of these terms.

Unless the Confidential Information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

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10.2 You will use Your best endeavours to ensure that information shared in the day-to-day operation of business in any form is accurate and is maintained accurately. Any passwords or user identities supplied to You by Us may not be disclosed to any third party.

10.3 Any abuse or suspicion of abuse of these terms related to confidentiality must be reported to Us immediately.

11. Data Protection

11.1 For the purposes of this clause 11, the following words shall have the following meanings:

Data Protection Laws: all laws (whether of the UK or any other jurisdiction) relating to the use, protection and privacy of Personal Data (including, without limitation), the privacy of electronic communications) which are from time to time applicable to Us or You.

Personal Data: has the meaning given to that term in the General Data Protection Regulation (EU) 2016/679 as it applies in England and Wales from time to time, including as retained, amended, extended or re-enacted on or after the day on which the UK ceases to be a member state of the European Union and ceases to be subject to any transitional arrangements which substantively treat the UK as a member state of the European Union.

11.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Laws to the extent it applies to each of them.

11.3 You acknowledge and agree that We do not own, control or direct the use of any of the Service Data stored or processed by You (or any Agent or End User) in the course of using the Service, that We do not access, retrieve and direct the use of such Service Data, that we have no knowledge of the Service Data being stored or made available to the Service and do not directly access such Service Data except as authorised by You or any Agent or End User, or as necessary to provide Service to the Agent or the End User. Accordingly you acknowledge and agree that We do not act in the capacity of data controller or have any responsibility of a data controller (as defined in the Data Protection Laws).

11.4 In the event that We process any Personal Data on your behalf in the performance of the Service You acknowledge and agree that You shall be the data controller and We shall be a data processor and in any such case:

(a) You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area (EEA) or the country where You and any authorised users are located in order to carry out the Service and our other obligations under these terms;

(b) You warrant that You are and shall ensure that You are entitled to transfer the Personal Data to Us so that we may lawfully use, process and transfer the Personal Data in accordance with these Terms;

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(c) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer (including transfer outside of the EEA) as required by all applicable Data Protection Laws;

(d) We shall process the Personal Data only in accordance with these Terms and any lawful instructions reasonably given by You from time to time; and

(e) You and We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

12. Indemnity

12.1 You shall defend, indemnify and hold Us harmless, our customers from time to time, employees and agents, from and against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your and any authorised End User's use or misuse of the Service or Service Data.

12.2 We shall, subject to Clause 12.4, defend you against any claim that the Service infringes any United Kingdom Intellectual Property Rights database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that: (a) we are given prompt notice of any such claim; (b) you provide reasonable co-operation to us in the defense and settlement of such claim, at our expense; and (c) we are given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Service, replace or modify the Service so that they become non-infringing or, if such remedies are not reasonably available, terminate the subscription on two working days' notice without any additional liability or obligation to pay liquidated damages or other additional costs to you.

12.4 In no event shall We, our employees, agents and sub-contractors be liable to You to the extent that the alleged infringement is based on: (a) a modification of the Service and Service Data by anyone other than Us; or (b) Your use of the Service or Service Data in a manner contrary to the instructions given to You by Us; or (c) Your use of the Service or Service Data after notice of the alleged or actual infringement from Us or any appropriate authority.

12.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees, agents and sub-contractors) entire obligations and liability, for infringement of any Intellectual Property Rights, database right or right of confidentiality.

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13. Limitation of Liability

13.1 This clause 13 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You: (a) arising under or in connection with Your use of the Site; (b) in respect of any use made by You of the Services, Software, Products and documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms.

13.2 Except as expressly and specifically provided in these terms:

(a) You assume sole responsibility for results obtained from the use of the Service and Service Data and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by You or any other user in connection with the services;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and

(c) the Service and the documentation are provided to You on an "as is" basis.

13.3 Nothing in this agreement excludes Our liability for:

(a) death or personal injury caused by Our negligence; or

(b) fraud or fraudulent misrepresentation.

13.4 Subject to clauses 12.2 and clause 12.3:

(a) We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, any losses arising from business interruption, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement;

(b) We shall use reasonable endeavours to ensure that all information provided by users is accurate, current and reliable in all material respects, however, we exclude liability in respect of accuracy, completeness, fitness for purpose or legality of any information accessed as a result of Your use of the Service or the Site; and

(c) Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total subscription fees paid for the Service during the six months immediately preceding the date on which the claim arose.

13.5 Suspension of the Service

(a) We may suspend the Service without liability if: (a) We reasonably believe that the Service is being used in breach of these terms and You do not remedy the breach immediately upon receipt of written notice from Us; (b) You do not co-operate with Our reasonable investigation of any suspected breach of these terms; (c) there is an attack on the Service, Site or Software where the Service is accessed by or manipulated by a third party without Our consent; (d) We are required by law to suspend the Service or Your access to the Service; (e) We reasonably believe that suspension of the Service is necessary to protect the network, system, the Service or other customers; or (f) We do not receive the payment amount on the date that it is due. (g) You do not meet Your Minimum Target.

(b) We will give you advance notice of a suspension under this Clause 13 of at least twelve business hours, unless We determine in our reasonable commercial judgement that a suspension on shorter or contemporaneous notice is necessary to protect Us or Our customers from imminent and significant operational or security risk.

14. Termination

14.1 Without prejudice to Our rights to terminate pursuant to clauses 14.2 and 14.3, the subscription to the Service shall continue unless terminated by You. Any termination by You requires a one-month notice period. Once notice has been received, a full month's subscription fee will be added to the outstanding subscription fees payable for the agreed duration of the Services. Payment of those outstanding subscription fees plus one month's notice will be payable upon demand and no refund will be given. The duration and end date for the paid for subscription to the Service is clearly displayed on Your eBManager.

14.2 Without affecting any other rights that We may be entitled to and without prejudice to Our right to suspend the Service pursuant to clause 13.1, We may give notice in writing to you terminating the Service subscription immediately if: (a) you commit a material breach of any of these terms and (if such breach is remediable) fail to remedy that breach within a period of ten days of being notified in writing to do so; or (b) you have a receiver or administrative receiver appointed over your business or over any part of your business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or you become subject to an administration order or enter into any voluntary arrangement with

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you creditors, or You cease or threaten to cease to carry on business or We reasonably believe that Your financial situation means that You are unable to fulfil Your obligations to Us. (c) You do not meet Your Minimum Target.

14.3 Where You pay a subscription fee for the Service we may, without affecting of Our rights, terminate Your subscription with immediate effect if any subscription payment is not received on the date it is due.

14.4 On termination of Your subscription or this Agreement for any reason:

(a) all rights and licenses granted to You under these terms including and in relation to the Software or shall immediately terminate;

(b) You shall return and make no further use of any, property, and other items (and all copies of them) belonging to Us.

(c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

(d) any Customer contracts placed with an eBroker Direct supplier will survive the termination of this Software Licence Agreement and You (as Introducer) will continue to be bound by the terms of the Introducer Agreement.

15. Force Majeure

15.1 We shall have no liability to you under these terms if we are prevented from or delayed in performing Our obligations under these terms, or from carrying on our business, by acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service; transport; the internet; power grid; or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Us or Our sub-contractors, or other events of a magnitude or type for which precautions are not generally taken in the industry, provided that You are notified of such an event and its expected duration.

15.2 You may cancel a subscription affected by an event described in clause 15.1 which has continued for more than 30 days. To cancel please inform us in writing. Any cancellation under this clause will be subject to terms relating to cancellation and termination as set out in these Terms.

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16. Other important terms

16.1 No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.2 If any provision (or part of a provision) of these Terms are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16.3 These Terms, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledge and agree that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

16.4 You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under these Terms. We may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

16.5 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.6 This agreement does not confer any rights on any person or party (other than the parties to these terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 with the exception of any companies in Our group of companies.

16.7 Any notice required to be given under these terms shall be in writing and shall be delivered by email or by hand or sent by pre-paid first-class post or recorded delivery post to the other party at the address set out in these terms or the Subscription, or such other address as may have been notified by that party for such purposes. A notice delivered by email to Us must be sent to support@ebrokerdirect.co.uk and shall not be valid notice until it has been acknowledged and shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A

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correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

16.8 These terms and any disputes or claims arising out of or in connection with them or the subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter or formation (including non-contractual disputes or claims).

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INTRODUCER AGREEMENT

THESE TERMS OF SERVICE (“TERMS”) CONSTITUTE A CONTRACT BETWEEN YOU (THE “INTRODUCER”) AND EBROKER DIRECT LIMITED

In these Terms and Conditions (“Terms”) references to Us, We or Our are references to eBroker Direct Limited, company registration number 10857908 of 1a Crimea Road, Bournemouth, BH9 1AP.

eBroker Direct Limited is a third party that introduces to utility suppliers (“Suppliers”) customer contracts which have been sourced from You. The Suppliers pay Us commission for the introduction and commission is then paid by Us to You.

These Terms set out the terms and conditions of collaboration between You and Us. In particular, it governs the terms on which We will pay you commission.

If You are entering into these Terms on behalf of another legal entity You agree to these Terms on behalf of that entity and warrant and represent to Us that You have the authority to bind that entity to these Terms. In this case the terms, “You,” “Your” or related capitalised terms shall refer to that entity.

We may amend these terms from time to time at our discretion without advance notification and such amendments will become effective from the date they are placed on the Site. You are advised to check the Site regularly to review any changes.

1.1 When used in these Terms with the initial letters capitalised, in addition to the terms defined elsewhere in these Terms, the following words have the following meanings:

Agent: means an individual authorized by you to use the Service through Your account as an agent and/or administrator as identified through a unique login.

Confidential Information: means all information disclosed by You to Us or by Us to You which is labeled as confidential or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to information relating to Our security policies and procedures, customer information, fee structures, financial, marketing and business strategies and processes, these Terms and Service Data. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by breach of these Terms or another valid agreement between the Parties; or (d) was or is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

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Customer: means customers submitted by You to Us for introduction to Suppliers;

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, design, layout, text, images, tables, compilations, concepts, services, derived data, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Introducer: means a person (You or an individual authorized by You) who places a customer contract with a Supplier through their or Your account or their or Your interface.

Interface: means the eBroker Direct Limited software interface;

Personal Data: means any personal data (as defined under data protection law) which is processed in relation to the Services.

Site: means www.ebrokerdirect.co.uk or any subdomain of eb-d.uk, as applicable, as well as all and any other websites that We own and operate;

Minimum Target: When applied and clearly labelled on Your eBManager, this means the minimum contract volume target detailed on Your eBManager. The minimum contract volume target is a monthly sales volume target agreed between You and Us and reviewed by Us at the end of each calendar month and based on a sales volume over a 3 month rolling average.

Supplier: means the utility supplier which is selected to supply energy to a customer.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

1.3 Unless the context otherwise requires:

- (a) words in the singular shall include the plural and in the plural shall include the singular;
- (b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
- (c) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Our obligations

2.1 We will handle all business placed with Us by You through the Interface and will obtain prices for the Customer on Your behalf and then place the Customer's business with the Supplier as identified by mutual agreement of both parties.

2.2 Where matrix pricing is being used, We will provide You with relevant paperwork, price lists and eSign contracts via the Interface.

2.3. Unless these Terms provide to the contrary, We will not knowingly contact Customers otherwise agreed between You and Us . Notwithstanding this, You acknowledge and agree:

(a) that the Personal Data of and right to each Customer rests with the Supplier and;

(b) We cannot prevent calls of a sales nature to Customer;

(c) Where applicable We will pass on to You the option to conduct sales verbally using only the Supplier verbal script hosted on the Interface. Verbal sales will only be accepted by Us upon written satisfaction that You achieve the criteria and standard as specified to Us by the Supplier.

3. Introducer Obligations

3.1 You will provide Us with all relevant information required to obtain the quotations requested to enable quotations to be made, where bespoke pricing is involved.

3.2 It is Your responsibility to ensure all Customer information is correct prior to submission to Us. Any information supplied by You for the purpose of contracting a Customer will be deemed to be correct and may be relied on Us when processing the Customer.

3.3 You agree not to make any direct or indirect approach to any Supplier for any reason whatsoever including (but not limited to) commission payments or any commercial or other details or information relating to business placed by Us with that Supplier.

3.4 You must ensure that Customers are made aware that all contracts submitted will be subject to both a credit and bank validation check which could be prior to or post submission, depending on the agreement with the Supplier. We reserve the right to reject contracts based upon these results.

3.5 You shall meet Your Minimum Target.

3.6 You warrant that you shall at all times:

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- (a) conduct Yourself, and ensure that any of your employees, representatives and agents conduct themselves, in an exemplary manner when dealing with Customers and in all dealings where business is placed through Us;
- (b) ensure that all business placed will be genuine and honestly obtained;
- (c) ensure that all Customers will be provided with all necessary information relating to contracts with Suppliers;
- (d) be fully familiar with and comply with the industry regulator OFGEM's Third Party Intermediary (TPI) Code of Practice and any other relevant and applicable laws, regulations, rules or Codes of Practice, Supplier specific Code of Practice or Our reasonable requirements;
- (e) permit Us and Suppliers to monitor your compliance through audits which shall take place at least on an annual basis. Failure to agree to an audit may ultimately result in termination of your agreement.
- (f) carry out Your own after sales Customer Service for each Customer and will maintain an accurate record of contacts unless it is agreed that We shall do this on Your behalf.
- (g) You acknowledge that We adopt group mail boxes and that You are fully responsible for ensuring that a correct mail address is used for all communication. We accept no liability where correspondence is forwarded to an incorrect email address.

4. Customer contracts

- 4.1 If We reasonably believe, after verifying a Customer contract, that the contract is not genuine We may make contact with the Customer directly to verify the validity of the contract prior to sending to the supplier.
- 4.2 In the event that a Supplier notifies Us of any issues regarding any contract submitted in respect of any Customer, We will inform You within 48 hours and will provide details of the notification. You must respond in full to Us within 48 hours and a failure to do so will result in the termination of the contract for the Site and any right to payment of commissions will cease. We or the Supplier may contact the relevant Customer(s) to resolve the situation and We reserve the right to charge for time spent in resolving the issue, which will be applied to reduce the amount of commission paid to You.
- 4.3 In the event of price changes made by Suppliers, in the case of matrix pricing, We will change the rates on the Interface in accordance with the timescales instructed by the Supplier. Any eSign or mSign Customer contracts in an "Out for Signature" status will be automatically moved to "Application Error" in the event that the Supplier price is no longer available.

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4.4 We will update You within 48 hours with confirmation of contract receipt via the Interface. All MPANS & MPRS will be listed separately. If no status update is shown on the Interface, it is Your responsibility to request Us to provide missing MPANS/MPRS.

5. Commission

5.1 Where You place a Customer contract with Us, We will pay you commission in accordance with the commission percentage split detailed on the Interface.

5.2 Any commission paid will be net of any sums due pursuant to clause 5.3 and is subject to clauses 5.6 and 5.7. A statement will be issued by Us at the end of every working week only when We have received a commission or claw back from the Supplier. If no commission or claw back amount has been received by Us from the Supplier, You will not receive a statement from Us. Commission will be paid within 7 days of receipt by Us of Your invoice.

5.3 Payment will be made subject to deductions in the following circumstances:

(a) If Commission is clawed back by the Supplier at any point after the site goes live. The claw back amount will be advised by the Supplier and advised on the next commission statement supplied to You. Once notified of any clawed back commission, You must repay the clawed back amounts within seven days, together with any interest charged in accordance with provisions of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of any late payments of sums owed by You to Us;

(b) If We have reasonable grounds to believe that You, Your agents, directors, shareholders, employees or any person or company connected with You has done anything to interfere with or disrupt a Customer contract or cause a Customer to terminate its contract with a Supplier before the expiry of the contract period;

(c) The Supplier reserves the right to perform a reconciliation to validate the Customer's payment plan amount, estimated annual consumption, EUC Code or Profile Class and any other information that You detail on the Customer's contract. If the information is found to be inaccurate then the Supplier may recalculate the commission payment. In these circumstances We shall deduct any commission that You are required to repay.

5.4 All sums payable to You under this Agreement are exclusive of value added tax which shall be payable in addition on the rendering of an appropriate value added tax invoice;

5.5 You shall not be entitled to reimbursement of any expenses incurred.

5.6 Commission per Customer contract for a site that goes live is capped at £1,500.00. The total commission value will be reconciled on every subsequent twelve month anniversary based on actual EAC or AQ advised by the Supplier with any remaining commission due being paid to You.

5.7 We have the right to vary any commission percentage split, payment terms and frequency if:

(a) Your credit rating is at any time shown as “Maximum Risk” or “High Risk” on the Experian website <https://www.businessexpress-uk.com>. Evidence of the Experian credit rating will be provided to You when the commission is varied; or

(b) From the date and time You serve notice to cancel your eBroker Service.

5.8 You will not dispute service of a notice to your billing address or email address held on eBManager on the basis that your name is not in or not correctly stated in the notice, unless you have previously notified Us of such error and We have failed within a reasonable period to correct such error in Our records.

5.9 Upon termination of this Agreement monies due to You shall be paid provided that You have updated your contact and payment details with Us. In the event that We are unable to make payment due to incorrect details being provided, any obligation to make repayment shall cease six months after the date of termination.

6. Termination

6.1 This Agreement can be terminated by either party with 30 days’ notice in writing at any time for any reason.

6.2 Without affecting any other rights that We may be entitled to, We may terminate this Agreement with immediate effect if:

(a) You commit a material breach of any of these terms and (if such breach is remediable) You fail to remedy that breach within a period of five days of being notified in writing to do so;

(b) You have a receiver or administrative receiver appointed over Your business or over any part of Your business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or You become subject to an administration order or enter into any voluntary arrangement with your creditors, or You cease or threaten to cease to carry on business or We reasonably believe that Your financial situation means that You are unable to fulfil Your obligations to Us;

(c) You have a change in control;

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- (d) You fail to comply in any respect with Ofgem's rules regarding the sale of gas and/or electricity contracts to microbusinesses;
- (e) We are required to do so to comply with any direction from Ofgem, any applicable law, regulation or any industry agreement;
- (f) We reasonably consider your sales practices to be unacceptable;
- (g) You fail to provide the call recordings We request within two working days;
- (h) You have committed a criminal offence or are subject to criminal proceeding/investigation which We reasonably believe could have a detrimental effect on Your ability to represent Us or Our Suppliers in a sustainable and appropriate manner. For the avoidance of any doubt, We establish that You have been or are subject to any criminal offence no commission will be paid until a full investigation has been carried out and any commission payable in such circumstances will be solely at Our discretion and Our decision will be final; or
- (i) We reasonably believe that You, or any of Your representatives are in breach of the warranties at clause 3.6. In this case We reserve the right to carry out a full investigation may be made into the circumstances surrounding the matter (but are under no obligation to do so).
- (j) You do not meet Your Minimum Target.

6.3 On termination of this Agreement for any reason:

- (a) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- (b) subject to clause 6.3 (c), clause 5 will continue to apply to any contracts in place as at the date of termination until such time as each of such contracts have expired;
- (c) in the event that termination is in accordance with any of the circumstances set out in clause 6.2 the right to receive commission will cease with immediate effect; and
- (d) We will become entitled to contact Customers directly in relation to their contracts.

7. Confidentiality

7.1 Each party shall, during the duration of Your agreement with Us as an introducer and for a term of three years thereafter:

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7.1.1 hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement; and

7.1.2 take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of these terms unless the Confidential Information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

7.2 You will use Your best endeavours to ensure that information shared in the day-to-day operation of business for Customers and Suppliers in any form is accurate and is maintained accurately. Any passwords or user identities supplied to You by Us may not be disclosed to any third party.

7.3 Any abuse or suspicion of abuse of these terms related to confidentiality must be reported to Us immediately.

8. Data Protection

8.1 For the purposes of this clause 8 and this Agreement, the following words shall have the following meanings:

Data Protection Laws: all laws (whether of the UK or any other jurisdiction) relating to the use, protection and privacy of Personal Data (including, [without limitation], the privacy of electronic communications) which are from time to time applicable to Us or You.

Personal Data: has the meaning given to that term in the General Data Protection Regulation (EU) 2016/679 [as it applies in England and Wales from time to time, including as retained, amended, extended or re-enacted on or after the day on which the UK ceases to be a member state of the European Union and ceases to be subject to any transitional arrangements which substantively treat the UK as a member state of the European Union.

8.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Laws to the extent it applies to each of them.

8.3 You acknowledge and agree that We do not own, control or direct the use of any of the Service Data stored or processed by You (or any Agent or End User) in the course of using the Service, that We do not access, retrieve and direct the use of such Service Data, that We have no knowledge of the Service Data being stored or made available to the Service and do not directly access such Service Data except as authorised by You or any Agent or End User, or as necessary to provide Service to the Agent or the End

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User. Accordingly you acknowledge and agree that We do not act in the capacity of data controller or have any responsibility of a data controller (as defined in the Data Protection Laws).

8.4 In the event that We process any Personal Data on your behalf in the performance of the Services You acknowledge and agree that You shall be the data controller and We shall be a data processor and in any such case:

(a) You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area (EEA) or the country where You and any authorised users are located in order to carry out the Services and our other obligations under these terms;

(b) You warrant that You are and shall ensure that You are entitled to transfer the Personal Data to Us so that we may lawfully use, process and transfer the Personal Data in accordance with these Terms;

(c) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer (including transfer outside of the EEA) as required by all applicable Data Protection Laws;

(d) We shall process the Personal Data only in accordance with these Terms and any lawful instructions reasonably given by You from time to time; and

8.5 You and We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

9. Liability and Indemnity

9.1 You shall defend, indemnify and hold harmless Us, Customers, employees and agents from and against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any breach by You of your obligations in this Agreement.

9.2 If You are a company incorporated under the Companies Acts, the director who enters into Agreement on Your behalf guarantees and undertakes to us that in default of Your payment to Us of sums due under this Agreement they shall irrevocably and unconditionally be jointly and severally liable for any and all such payments due. All payments shall be made by that director immediately on demand and without deduction, withholding or set-off whatsoever. In addition, and at Our sole discretion, We may also require the director to provide Us with a personal guarantee for an amount no greater than the amount of the total projected contract commission value for all Customer contracts placed with Us in the preceding twelve months.

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9.3 Subject to clauses 9.4 and 9.5 We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, any losses arising from business interruption, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

9.4 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total commission payment made to You during the six months immediately preceding the date on which the claim arose.

9.5 Nothing in this agreement excludes Our liability for death or personal injury caused by Our negligence or fraud or fraudulent misrepresentation.

10. Force Majeure

10.1 We shall have no liability to you under these terms if We are prevented from or delayed in performing Our obligations under these terms, or from carrying on our business, by acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service; transport; the internet; power grid; or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Us or Our sub-contractors, or other events of a magnitude or type for which precautions are not generally taken in the industry, provided that You are notified of such an event and its expected duration.

10.2 You may cancel a subscription affected by an event described in clause 10.1 which has continued for more than 30 days. To cancel please inform Us in writing. Any cancellation under this clause will be subject to terms relating to cancellation and termination as set out in these Terms.

11. Other important terms

11.1 No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.2 If any provision (or part of a provision) of these Terms are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

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If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

11.3 These Terms, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledge and agree that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

11.4 You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under these Terms. We may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

11.5 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11.6 This agreement does not confer any rights on any person or party (other than the parties to these terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 with the exception of any companies in Our group of companies.

11.7 Any notice required to be given under these terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at the address set out in these terms or the Subscription, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

11.8 These terms and any disputes or claims arising out of or in connection with them or the subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter or formation (including non-contractual disputes or claims).

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