

## PowerSwitch.com Partner Agreement

This agreement establishes all terms and conditions executed between PowerSwitch.com, (herein referred to as PS) whose address is 191 Eaglesham Road, Clarkston, Glasgow G76 8RH and

Name.....trading as.....

Address.....

herein referred to as The Independent Contractor.

The Independent Contractor desires to represent and perform certain business activities as specified below.

PS is engaged as brokers/negotiators in the supply of Natural Gas, Electricity, Telecom and Water on behalf of its clients; therefore the following are mutually agreed by PS and the Independent Contractor:

PS seeks to engage the services of the Independent Contractor as an introducer in the procurement of clients. The Independent Contractor understands that PS has the sole right to accept or reject any prospective clients provided by Independent Contractor for any reason. The Independent Contractor has no authorisation to execute any binding agreements between PS and any client, prospective client, vendor or agency. Independent Contractor agrees to conduct him/herself in a professional manner at all times as an introducer to PS. Any expenses incurred by the Independent Contractor are the responsibility of the Independent Contractor. PS can provide online access to Uquote database so Independent Contractor can manage customers and track customer orders. This optional service to be provided at a rate of £50 plus vat per month on request.

PS agrees to pay the following Commissions to the Independent Contractor:

.1p per kwh on business electricity & gas as confirmed by National Grid Transco, Suppliers or Aggregators data.

£20 per Dual Fuel Home sale or £10 per single gas or electric sale

50% of PS commissions on telecom, broadband and mobile products and services.

Said statements to be made available to Independent Contractor and included with all subsequent commission payments. Statements to be issued on the date that each new supply of electricity, gas or telecom starts.

Copy client invoices to be made available to Independent Contractor and included with all subsequent commission payments within 15 working days of the date that each new supply of electricity, gas or telecom starts.

Independent Contractor is not an employee or Agent of PowerSwitch.com and Independent Contractor understands he/she is solely responsible for any tax liability payable to Inland Revenue and/or Customs & Excise where applicable.

Billing: Invoices for the stated commissions in each month plus VAT at the current rate applicable to be sent monthly to PowerSwitch.com 191 Eaglesham Road Glasgow G76 8RH (attention of 'Accounts Payable').

Payment: Invoices to be paid within 30 days of date of invoice subject to commission due exceeding £50 minimum.

Data Protection: Both the Independent Contractor and PS warrant to the other that they will comply with all obligations imposed on them by any relevant data protection legislation or legislation having a similar effect. Each party will indemnify the other against all losses, costs or damages incurred or suffered by the other to the extent due to any breach by the indemnifying party under this clause.

General: Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement, which relates to the provisions or subject matter of this Agreement, to any other party, or the negotiations relating to this Agreement. This Agreement shall be binding upon and endure for the benefit of the successors in title of the parties but shall not be assignable by any party without the prior written consent of the other. This Agreement shall be governed by and construed in accordance with Scottish law and each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of Scotland. No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any cause beyond its control including but not limited to the acts, defaults or omissions of suppliers (an "Event of Force Majeure").

This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

This agreement can be cancelled by either party with 30 days written notice.

Signed for & on behalf of Broker:

Signed for & on behalf of PowerSwitch.com

Signature : .....

Signature : .....

Name: .....

Name: .....

Witness: .....

Witness: .....

Address: .....

Address: .....

Postcode: .....Date:.....

Postcode: .....Date:.....

Insert Bank details for commission payments:

- Bank
- Address
- Account Number
- Sort Code
- Vat number ( if applicable ):