

Agency Agreement

THIS AGREEMENT is made

DATE: 20.....

BETWEEN:

Morrison Plumbers Ltd trading as Morrison Sustainable Energy whose registered office is at 6 Cecil Square, Margate, Kent, CT9 1BD (“**Morrison Sustainable Energy**”) and

Name (.....)

Address (.....

.....)

(“**the Representative**”).

IT IS AGREED as follows:-

1. INTERPRETATION

In this agreement the following expressions shall unless the context otherwise requires have the following meanings:

A. “**The Products**” means the home improvement products of MORRISON SUSTAINABLE ENERGY together with any other products that may be Notified to the Representative by memorandum from time to time.

B. “**The Territory**” means the area covered by the following MORRISON SUSTAINABLE ENERGY sales office: (.....) or any other sales office from which the Representative may be based work from on a regular basis (the extent of which is displayed at the sales office or can be ascertained from the appropriate MORRISON SUSTAINABLE ENERGY Regional Sales Agent) and/or any other areas notified to the Representative by MORRISON SUSTAINABLE ENERGY from time to time.

C. “**MORRISON SUSTAINABLE ENERGY’s condition of sale**” means MORRISON SUSTAINABLE ENERGY’s standard Conditions of sale applicable to the sale of Products in the Territory from time to time.

D. “**Additional Agent**” means a subcontractor, employee or Partner of the Representative appointed under clause 14 (Subcontracting).

E. “**Customer**” means any person, company, firm or other Organisation whatsoever to whom MORRISON SUSTAINABLE ENERGY sold or supplied Products and/or associated services during the 12 months immediately preceding termination of this Agreement and with whom during such period, the Representative or any Additional Agent had personal dealings.

E. “**Prospective Customer**” means any person whatsoever:

(a) with whom MORRISON SUSTAINABLE ENERGY had negotiations or discussions regarding the possible distribution, sale or supply of Products and / or associated services, and / or

(b) to whom MORRISON SUSTAINABLE ENERGY supplied any sales or promotional material, during the 12 months immediately preceding the termination of this Agreement and with whom, during such period, the Representative or any Additional Agent had personal dealings.

2. ENGAGEMENT

MORRISON SUSTAINABLE ENERGY engages the Representative to be a Sales Representative within the Territory and to be its agent for the procurement of orders for the Products and orders for related finance packages in the Territory from domestic householders only. The Representative agrees to act in that capacity on the terms of this Agreement.

The Representative does not have an exclusive right to provide sales and marketing services in the Territory, or to any group of customers, and MORRISON SUSTAINABLE ENERGY has the right to engage other sales representatives within the Territory and to amend by memorandum the Territory and / or the Products as appropriate.

3. SELF-EMPLOYED STATUS

The Representative is either a self-employed person or a limited company and not an employee or officer of MORRISON SUSTAINABLE ENERGY. The Representative is responsible for his / her own expenses, income tax, national insurance contributions and VAT where appropriate, and those of any Additional Agent(s). Where the Representative is a self-employed person, he / she confirms that he / she has or will within 14 days of the dates of this Agreement register their self-employed status with the Inland Revenue. The Representative shall insure his / her vehicle for business use. MORRISON SUSTAINABLE ENERGY also recommends that the Representative obtain public liability insurance.

The Representative hereby indemnifies and agrees to keep indemnified MORRISON SUSTAINABLE ENERGY in respect of any claims that might be made by the relevant authorities against MORRISON SUSTAINABLE ENERGY in respect of income tax or employee’s national insurance or similar contributions relating to this Agreement.

The Representative is not required to devote the whole of His / her time and attention or any particular part thereof to MORRISON SUSTAINABLE ENERGY business and may provide services or work for another party provided he / she does not act contrary to clause 13 (Other Sales and Marketing Activity) of this Agreement. As a genuinely self-employed agent, the Representative accepts that he / she is not entitled to statutory sick pay, holiday pay, maternity or parental leave. The Representative accepts that the risk lies with him / her that if he / she obtains no orders then he / she will not be entitled to any commission.

4. COMMENCEMENT & DURATION

The engagement of the Representative shall take effect from the date of this Agreement (subject to receipt by MORRISON SUSTAINABLE ENERGY of satisfactory clearance from relevant authorities and trade references) and shall, save as provided in this Agreement, continue in force until terminated by either party by giving notice to the other in accordance with legalisation in force from time to time.

5. STANDARDS

MORRISON SUSTAINABLE ENERGY is subject to detailed requirements and rules of regulatory bodies such as the Office of Fair Trading (OFT), Advertising Standards Association (ASA).

The Representative shall comply with all relevant rules, regulations and procedures of any regulatory bodies (including but not limited to those set out above) and with all laws relating to the Representatives activities including but not limited to the Data Protection Act 1998 and should maintain high professional standards when conducting sales negotiations pursuant to this Agreement.

If the Representative is involved in offering credit facilities He / she shall abide by all legalisation, including but not limited to relevant provisions of the Consumer Credit Act 1974 and the Financial Services Act 1986 (where appropriate). The Representative must ensure that all quotation relating to the offering of credit facilities are made in accordance with MORRISON SUSTAINABLE ENERGY's current procedures. MORRISON SUSTAINABLE ENERGY's Consumer Credit Licence only permits the Representative of offer credit to customers purchasing MORRISON SUSTAINABLE ENERGY's products.

Whilst on the premises of MORRISON SUSTAINABLE ENERGY the Representative shall comply with all relevant health and safety rules and regulations including (without limitation) those of MORRISON SUSTAINABLE ENERGY and shall immediately report any safety hazard or risk to MORRISON SUSTAINABLE ENERGY.

The Representative agrees not to harass or abuse any employee, representative or agent of MORRISON SUSTAINABLE ENERGY or any Customer or Prospective Customer on any grounds, including but not limited to grounds of their sex, race, marital status or disability. Harassment includes (but is not limited to) unacceptable conduct or comments relating to sex, race or disability, which are unwelcome or offensive to the recipient.

The Representative will notify MORRISON SUSTAINABLE ENERGY, subject to the Rehabilitation of Offenders Act 1974, if he / she has been or is convicted of a criminal offence. The Representative will also notify MORRISON SUSTAINABLE ENERGY if he /she has been or is made bankrupt or has outstanding court judgements for debt.

6. SALES LEADS & ORDERS

The Representative is required to generate his / her own sales leads for the Products by carrying out appropriate marketing activity and by paying regular visits to Prospective Customers and Customers throughout the Territory. The number of sales leads supplied to the Representative by MORRISON SUSTAINABLE ENERGY is entirely

at MORRISON SUSTAINABLE ENERGY's direction. MORRISON SUSTAINABLE ENERGY is under no obligation to supply leads and Representative is under no obligation to accept leads offered. However, if the Representative accepts sales leads from MORRISON SUSTAINABLE ENERGY, he / she is required to use his / her best endeavours to convert all such sales leads into orders for the Products.

The Representative and any Additional Agents shall not:

- A. Seek or accept orders on behalf of MORRISON SUSTAINABLE ENERGY other than from Domestic householders, all orders to be subject to confirmation and acceptance by MORRISON SUSTAINABLE ENERGY and subject to MORRISON SUSTAINABLE ENERGY's Conditions of Sale;
- B. Without the previous written consent of MORRISON SUSTAINABLE ENERGY make any Promises, representations or warranties or give any guarantees with reference to the Products except such as are consistent with MORRISON SUSTAINABLE ENERGY's Conditions of Sale;
- C. Without the previous written consent of MORRISON SUSTAINABLE ENERGY give a price Indication for the Products or offer payment terms other than the price and payment terms for the time being specified by MORRISON SUSTAINABLE ENERGY;
- D. Without the previous written consent of MORRISON SUSTAINABLE ENERGY issue or Publish or cause to be published in any form any promotional or marketing literature or other information relating to the Products of his / her own design.

7. SALES KIT

The Representative may be provided with a sales kit by MORRISON SUSTAINABLE ENERGY, MORRISON SUSTAINABLE ENERGY shall be entitled to deduct £25 per week up to a total of the cost of the sales kit (notified by MORRISON SUSTAINABLE ENERGY from time to time) from the Representative's commission to cover the cost of the sales kit. If this Agreement is terminated for whatever reason the Representative shall return the sales kit as provided above. The Representative may also decide that He / she does not wish to use the sales kit and therefore may return it to MORRISON SUSTAINABLE ENERGY during the term of this Agreement. If the Representative returns the sales kit (on termination or otherwise), MORRISON SUSTAINABLE ENERGY shall repay to the Representative an amount equal to the cost of the sales kit (or such other amount as has been paid by him / her in relation to the sales kit) without interest, less any amount MORRISON SUSTAINABLE ENERGY considers to be reasonable in respect of damaged or missing items, reasonable wear and tear expected.

8. COMMISSION

In return for providing MORRISON SUSTAINABLE ENERGY with orders for Products, the Representative shall receive commission on Products delivered and paid for which result from orders procured by the Representative. Commission shall only be payable at the rate or rates and in

accordance with the procedures set by MORRISON SUSTAINABLE ENERGY from time to time. At this time the commission rate will be 6% if MORRISON SUSTAINABLE ENERGY generate the lead and 10% if the Representative generates the lead.

Where MORRISON SUSTAINABLE ENERGY makes a payment of commission in advance which is subsequently found to be an overpayment (which shall be MORRISON SUSTAINABLE ENERGY's sole judgement), MORRISON SUSTAINABLE ENERGY shall be entitled to deduct the amount of any such overpayment from any future payment of commission to the Representative.

Where Representative provides MORRISON SUSTAINABLE ENERGY with an order for the Products which subsequently proves to have been under-costed by the Representative, MORRISON SUSTAINABLE ENERGY shall be entitled to deduct the amount by which the Representative has under-costed the order from the Representative's commission. Where such commission has already been paid, MORRISON SUSTAINABLE ENERGY reserves the right to recover such amounts from future commission payments.

No commission is payable in respect of replacement Products supplied free of charge by MORRISON SUSTAINABLE ENERGY or on repair, installation or service charges. No commission is due to the Representative to the extent that any order is cancelled or reduced or an invoice relating to it is unpaid.

The Representative shall be entitled to commission on additional Products installed and paid for where they result from orders received from customers within the Territory whom the Representative has previously acquired for MORRISON SUSTAINABLE ENERGY by pursuing his / her own sales lead(s) during the period of this Agreement.

A statement of commission and advance payments shall be supplied weekly to the Representative. All payments shall be made weekly, where appropriate, by credit transfer to the bank or building society account notified by the Representative to MORRISON SUSTAINABLE ENERGY.

MORRISON SUSTAINABLE ENERGY reserves the right to alter its commission policy and procedures or the method or time of payment at any time. Seven days' notice of any change will normally be given. In the event of a dispute regarding commission, the Regional Sales Agent's decision will be final. The commission structure dictate otherwise.

If the Representative receives any money on behalf of MORRISON SUSTAINABLE ENERGY the Representative shall hold the same in a fiduciary capacity on trust on MORRISON SUSTAINABLE ENERGY, keeping the same separate from other monies of the Representative. The Representative shall forthwith pay the same (without deduction, set-off or withholding) to such person and in such manner, as MORRISON SUSTAINABLE ENERGY shall direct from time to time.

9. COMMISSION ON TERMINATION

Subject to clause 15 (Termination) hereof and to the subject Representative's compliance with clause 12 (Confidentiality) hereof commission shall be payable to the extent that invoices are paid in full by MORRISON SUSTAINABLE ENERGY customers after the

termination of this Agreement in relation to orders procured by the Representative within Territory and accepted by MORRISON SUSTAINABLE ENERGY within seven days of the date of termination. Subject to the foregoing, the Representative shall not be entitled to payment of any commission following termination. In the event of any dispute regarding commission on termination, MORRISON SUSTAINABLE ENERGY's Regional Sales Agent's decision shall be final.

MORRISON SUSTAINABLE ENERGY reserves the right to recover overpaid advance payments of commission from the Representative upon termination of this Agreement by either party. In the case of termination of this Agreement by MORRISON SUSTAINABLE ENERGY pursuant to clause 15 (Termination) hereof the Representative shall not be entitled to payment of any commission pursuant to this clause.

10. INCENTIVE SCHEMES

The Representative may participate in any discretionary incentive scheme(s) operated by MORRISON SUSTAINABLE ENERGY from time to time, Provided that he / she complies with the terms of any such scheme(s). If this Agreement is terminated for any reason whatever without the Representative having taken the benefit of any incentive shall lapse. For the avoidance of doubt, MORRISON SUSTAINABLE ENERGY will be able to amend, modify or withdraw any incentive scheme(s), at any time.

11. PRODUCT & SALES TRAINING

In order to maintain high professional standards amongst its sales force MORRISON SUSTAINABLE ENERGY provides a number of training courses for the benefit of sales representatives and others. MORRISON SUSTAINABLE ENERGY can provide training in relation to, inter alia, the Products and recommended sales techniques free of charge. However, a charge may be made for training courses attended by the Representative which assist his / her personal development. An invoice for the training cost plus VAT will be given to the Representative and the cost will subsequently be deducted from any subsequent commission payments.

12. CONFIDENTIALITY

All samples, data and other documents and information supplied by MORRISON SUSTAINABLE ENERGY to the Representative or prepared by the Representative for the purpose of this Agreement shall be and shall remain the property of MORRISON SUSTAINABLE ENERGY, shall be treated as confidential and shall not be disclosed or used by the Representative at any time save to the extent as may be reasonably necessary for the fulfilment of his / her duties and obligations hereunder. Within seven days of the termination of this Agreement (for whatever reason) or on demand by MORRISON SUSTAINABLE ENERGY, all such property (including without limitation customer lists and sales kits) must be returned to MORRISON SUSTAINABLE ENERGY, together with all copies thereof. Failure to do so will (in addition to MORRISON SUSTAINABLE ENERGY's remedies in law) result in retention of commission, which might otherwise be due on after termination of this Agreement until full compliance with this clause.

13. OTHER SALES & MARKETING ACTIVITY

The Representative is free to work in or carry out any other business provided that leads and customer lists generated by MORRISON SUSTAINABLE ENERGY are not used in connection with any such business.

14. SUBCONTRACTING

The Representative may subcontract any or all of his / her rights and obligations under this Agreement, provide them in partnership with others or through employees of the Representative, provided that such action shall not in any way relieve the Representative of any of his / her obligations under this Agreement and that the Representative shall ensure that any subcontractor, partner or employee shall be Placed under the same restrictions as the Representative is placed under pursuant to this Agreement.

The Representative shall ensure that any Additional Agent under this clause 14 comply with the Representative's obligations under this Agreement as if references to "the Representative" in the Agreement included a reference to the "Additional Agent"

The Representative may make alternative arrangements for the provision of the services that he / she would otherwise provide during any period of sickness, injury, jury service or other similar reason, subject to MORRISON SUSTAINABLE ENERGY's right to reject the temporary arrangements made. Any person who carries out the Representative's services under this provision shall be an "Additional Agent" under this Agreement.

The Representative shall notify MORRISON SUSTAINABLE ENERGY of any such subcontracting, partnership or employment arrangement and the name of any subcontractor, partner or employee at least seven days prior to any such arrangement coming into effect. MORRISON SUSTAINABLE ENERGY reserves the right to reject such subcontractor, partner or employee where in MORRISON SUSTAINABLE ENERGY's reasonable option that person is not able to comply with the terms of this Agreement.

Placed under the same restrictions as the Representative is placed under pursuant to this Agreement. The Representative shall ensure that any Additional Agent under this clause 14 comply with the Representative's obligations under this Agreement as if references to "the Representative" in the Agreement included a reference to the "Additional Agent"

The Representative may make alternative arrangements for the provision of the services that he / she would otherwise provide during any period of sickness, injury, jury service or other similar reason, subject to MORRISON SUSTAINABLE ENERGY's right to reject the temporary arrangements made. Any person who carries out the Representative's services under this provision shall be an "Additional Agent" under this Agreement.

The Representative shall notify MORRISON SUSTAINABLE ENERGY of any such subcontracting, partnership or employment arrangement and the name of any subcontractor, partner or employee at least seven days prior to any such

arrangement coming into effect. MORRISON SUSTAINABLE ENERGY reserves the right to reject such subcontractor, partner or employee where in MORRISON SUSTAINABLE ENERGY's reasonable option that person is not able to comply with the terms of this Agreement.

15. TERMINATION

MORRISON SUSTAINABLE ENERGY shall have the right, at any time, by giving notice in writing to the Representative, to terminate this Agreement forthwith without payment or compensation or an indemnity if the Representative or any Additional Agent:

- A.** Fails to comply with any obligation imposed on him / her Under this Agreement. Each obligation imposed on the Representative shall be treated as condition, breach of which shall entitle MORRISON SUSTAINABLE ENERGY to terminate this Agreement;
- B.** Shall take any action which, in the opinion of MORRISON SUSTAINABLE ENERGY, is Prejudicial to MORRISON SUSTAINABLE ENERGY's interests including (without limitation) any act of harassment or unacceptable conduct (including but not limited to theft or fraud) towards MORRISON SUSTAINABLE ENERGY, any employee of MORRISON SUSTAINABLE ENERGY or any Customer or Prospective Customer. MORRISON SUSTAINABLE ENERGY shall have the right to prevent the Representative from continuing to procure orders for the Product and related finance packages under this Agreement during any period of investigation by MORRISON SUSTAINABLE ENERGY where it suspects the Representative has acted in such way;
- C.** For any reason shall cease to able to carry on business as Agent in the Territory or be prevented from carrying on such business either permanently or temporarily for a period of six weeks or more;
- D.** Fails to procure any orders, or to meet minimum sales targets notified to the Representative by MORRISON SUSTAINABLE ENERGY, for a period of six consecutive weeks, or fail to contract MORRISON SUSTAINABLE ENERGY in any way during a consecutive period of six weeks;
- E.** Becomes bankrupt, is convicted of a criminal offence or is Found to have unspent criminal convictions (save for any minor traffic offences).

16. EFFECTS OF TERMINATION

After the termination of this Agreement (however arising) the Representative shall not for a period of 2 years, in any capacity, either directly or indirectly:

A. Be concerned, engaged or interested in the manufacture, importation, distribution, sale or promotion in the Territory of the Products or goods of the same or a similar kind sold by Representative during the 12 month prior to the date of termination; and / or

B. Solicit or accept from Customers or Prospective Customers orders for goods which fall within the description of the Products or which are goods of the same or a similar kind of the Products and which were sold by the Representative during 12 months prior to the date of termination; and / or

C. Endeavour to employ, engage, or entice away from MORRISON SUSTAINABLE ENERGY any sales or marketing employee or self-employed agent of MORRISON SUSTAINABLE ENERGY who was employed or engaged by MORRISON SUSTAINABLE ENERGY at any time in the 6 months prior to termination of this Agreement and (I) allocated to the Territory or sales offices at which the Representative was based at any time in the same period, or (II) with whom the Representative had contact in the 12 months prior to termination.

The foregoing restrictions are acknowledged by the Representative to be reasonable. It is further agreed that although the parties consider these restrictions to be reasonable, should a Court find any of them to be void which would be valid and enforceable if some part or parts hereof were deleted, such restrictions shall apply with such deletions.

The Representative shall not, at any time after the termination of this Agreement, represent himself / herself as being or having been an agent of or otherwise associated with or connected with MORRISON SUSTAINABLE ENERGY.

Clause 12 (Confidentiality) hereof and this clause 16 shall survive termination of this Agreement howsoever arising.

17. AMENDMENTS TO THIS AGREEMENT

MORRISON SUSTAINABLE ENERGY reserves the right to alter the terms of this Agreement from time to time by issuing memoranda or amended agreements.

18. PREVIOUS AGREEMENT

This Agreement supersedes any previous agreement, whether written or verbal between the parties.

19. WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise of the same, or some other right, power or remedy.

20. LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

21. DECLARATION

The Representative declares that he / she understands and accepts the terms of this Agreement and undertakes that by signing this Agreement he / she is not in breach of contract with any other company.

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Signed by
For and behalf of MORRISON
SUSTAINABLE ENERGY Limited

Print Name

Position

Signed by
"The Representative"