

E-INTRODUCER AGREEMENT

COMMERCIAL PARTICULARS

ITEM	DETAILS																							
1.	Date of Agreement																							
2.	Commencement Date																							
3.	ECompany	Legal name	The Ecompany Ltd																					
		Registration number	11255249																					
		Registered / principal office address	30 Great Guildford St, London SE1 0HS																					
4.	Developer	Legal name –	As per registration																					
		Registration number	As per registration																					
5.	Commission	Event	Commission																					
		Execution of Relevant Contract	A fee based on contract value as set out in the below table:																					
			50% at financial close of relevant contract, remaining 50% 30 Days after commercial operation date.																					
			<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Min Relevant Contract Value £m</th> <th style="padding: 5px;">Max Relevant Contract Value £m</th> <th style="padding: 5px;">% Fee *</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1</td> <td style="text-align: center; padding: 5px;">10</td> <td style="text-align: center; padding: 5px;">1.00</td> </tr> <tr> <td style="text-align: center; padding: 5px;">10</td> <td style="text-align: center; padding: 5px;">25</td> <td style="text-align: center; padding: 5px;">0.75</td> </tr> <tr> <td style="text-align: center; padding: 5px;">25</td> <td style="text-align: center; padding: 5px;">50</td> <td style="text-align: center; padding: 5px;">0.50</td> </tr> <tr> <td style="text-align: center; padding: 5px;">50</td> <td style="text-align: center; padding: 5px;">100</td> <td style="text-align: center; padding: 5px;">0.25</td> </tr> <tr> <td style="text-align: center; padding: 5px;">100</td> <td style="text-align: center; padding: 5px;">150</td> <td style="text-align: center; padding: 5px;">0.20</td> </tr> <tr> <td style="text-align: center; padding: 5px;">>150</td> <td></td> <td style="text-align: center; padding: 5px;">0.15</td> </tr> </tbody> </table>	Min Relevant Contract Value £m	Max Relevant Contract Value £m	% Fee *	1	10	1.00	10	25	0.75	25	50	0.50	50	100	0.25	100	150	0.20	>150		0.15
Min Relevant Contract Value £m	Max Relevant Contract Value £m	% Fee *																						
1	10	1.00																						
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50	100	0.25																						
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>150		0.15																						
			<p>Contract value calculated as:</p> <p>Price x Term x Output</p> <p>where:</p> <p>Price = The agreed year 1 fixed PPA price, or in the case of non-fixed</p>																					

price structures, the mid of the low and high price range displayed in the portal, in the quarter in which the introduction is made.

Term = The agreed term of the PPA contract, excluding any options to extend.

Output = The P50 (or equivalent) MWh output for non-operational projects or most recent MWh annual output for operational projects.

A minimum fee is set at £50k for each contract. The minimum fee will not apply for Guarantee of Origin (GoO) only contracts.

The fee for each contract is capped at £500k.

For contracts executed in non GBP currencies, the FX rate used to calculate the local currency equivalent Min and Max values of the fee matrix (and therefore the % fee applicable) will be based on the Bank of England Daily spot exchange rates against Sterling Month Average, as published on <https://www.bankofengland.co.uk> of the month in which the contract is agreed.

- 6. **Initial Term** 2 years
- 7. **Extended Term** 2 years
- 8. **Developer's** **Name**
Manager **Address**
 Telephone
 number
 E-mail
 address

AGREEMENT FORMATION

1. The Agreement is comprised, in descending order of precedence in the event of any conflict or ambiguity, of:
 - (a) these Commercial Particulars; and
 - (b) the Introducer Agreement Terms and Conditions.

(“Agreement”)
2. Unless otherwise defined in these Commercial Particulars, terms used in these Commercial Particulars shall have the meaning given to them in the Introducer Agreement Terms and Conditions.

SIGNATURE

THIS DOCUMENT WILL BE SIGNED ELECTRONICALLY BY AGREEING / TICKING THE “ACCPETANCE” BOX WHEN SIGNING UP AS A DEVELOPER VIA RE-SEARCH.ONLINE.

BY ACCESSING THE DEVELOPERS HUB YOU AS A DEVELOPER OR GENERATOR WILL ACCEPT THE TERMS OF THE INTRODUCERS AGREEMENT AND A TIMESTAMP WILL BE RECORDED FOR LEGAL PURPOSES.

INTRODUCER AGREEMENT TERMS & CONDITIONS

BETWEEN:

- (1) **THE ECOMPANY LTD**, incorporated and registered in England and Wales with company number 11255249 whose registered office is at 30 Great Guildford St, London SE1 0HS ("**Ecompany1**");
 - (2) The entity specified in the Commercial Particulars ("**Developer**");
- each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) The Developer is in the business of investing, developing, constructing, operating and/or financing clean energy generation assets, such as wind and solar farms.
- (B) Ecompany has established the Portal and also has a number of contacts who may be interested in being Introduced to the Developer
- (C) The Developer wishes to be Introduced to The Ecompany's contacts and is willing to pay Ecompany the Commission on the terms of this Agreement.

NOW IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following terms used in this Agreement (including the section headed "Background" above) shall have the following meanings:

"Agreement"	has the meaning given to it in the Commercial Particulars;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Commencement Date"	the date specified in the Commercial Particulars;
"Commercial Particulars"	the specific commercial terms and other contractual details set out in the Commercial Particulars section of this Agreement;
"Commission"	the commission specified in the Commercial Particulars;

“Confidential Information”	any and all information, data and material of any nature in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) however conveyed or presented belonging to a Party, which the other Party may receive or obtain in connection with this Agreement, and all other information of a confidential nature (including, without limitation, non-public information relating to the business, financial or other affairs of a Party, its operations, processes, plans or intention, trade secrets, market opportunities, business affairs and information of commercial value), information specifically designated as confidential, any information supplied by any third party in relation to which a duty of confidentiality is owed or arises, and any other information which should otherwise be reasonably regarded as possessing a quality of confidence, which may become known to the other Party;
“Data Controller”, and “processing”	shall have the meanings given to them in the Data Protection Regulations;
“Data Protection Regulations”	means: all applicable data protection and privacy legislation in force from time to time in the UK including (i) the General Data Protection Regulation ((EU) 2016/679), (ii) the Data Protection Act 2018 or any successor legislation, (iii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation, whichever is in force at the relevant time, and (iv) any other UK and/or European Union legislation relating to personal data or data privacy.
“Developer’s Manager”	the individual specified in the Commercial Particulars or such other person notified to Ecompany in writing from time to time;
“Due Date”	the date specified in the Commercial Particulars on which the Commission is due and payable;
“Extended Term”	each extended period of the Agreement specified in the Commercial Particulars beginning from the end of the Initial Term or any Extended Term;
“Initial Term”	the initial period of the Agreement specified in the Commercial Particulars;
“Insolvency Event”	in relation to a Party, it: (a) is unable to pay its debts or

becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, trust special administrator or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of a Party)); or (e) is subject to an analogous event to the foregoing in any jurisdiction;

“Introduction”	the provision to the Developer, in accordance with clause 2.2, of the contact details of an individual or individuals at or representing a Prospective Client who has contacted Ecompany through the Portal and/or contacted Ecompany directly and is interested in one or more Projects. “Introduce” , “Introduces” , and “Introduced” shall be interpreted accordingly;
“Introduction Date”	for each Prospective Client, the date on which Ecompany first Introduces such Prospective Client to the Developer;
“Portal”	Ecompany’s online portal to market the Projects;
“Personal Data”	shall include all personal data (as defined in the Data Protection Regulations) relating to individuals;
“Projects”	all of the Developer’s (or of any member of the group of companies to which the Developer belongs) clean energy generation projects and “Project” shall mean any one of the Developer’s (or of any member of the group of companies to which the Developer belongs) clean energy generation projects;
“Prospective Client”	a person with whom the Developer has not at any time previously entered into a Relevant Contract and/or with whom the Developer has not been in bona fide negotiations to enter into a Relevant Contract 6 months before the Introduction Date;
“Regulations”	any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any Regulatory Authority (including good practice codes) applicable to the Developer and/or Ecompany;
“Regulatory Authority”	any person having governmental, regulatory, supervisory or other competent authority under any applicable Regulations or otherwise over the Developer and/or Ecompany;
“Relevant Contract”	A contract in relation to one or more Projects

described in the contract and entered into between the Developer (or of any member of the group of companies to which the Developer belongs) and a Prospective Client who was Introduced by Ecompany;

"Term" the Initial Term and each Extended Term (if any).

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9 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. **INTRODUCTIONS**

- 2.1 The Developer appoints Ecompany on a non-exclusive basis to identify Prospective Clients for the Developer and accepts that Ecompany will make Introductions of such persons on the terms of this Agreement.
- 2.2 The Introductions shall be effected by Ecompany by sending an email to the Developer's Manager containing details of the Prospective Client.
- 2.3 The Introduction shall be deemed to be accepted by the Developer unless the Developer's Manager does not consider that an Introduction made by Ecompany in accordance with clause 2.2 is a Prospective Client and notifies Ecompany in writing within 10 Business Days of receiving the email. The Developer shall set out written reasons as to why it does not consider the Introduction to be a Prospective Client and providing such reasonable evidence as may be appropriate in the circumstances. Ecompany shall:

- 2.3.1 act towards the Developer conscientiously and in good faith; and
- 2.3.2 use its reasonable endeavours to make Introductions of Prospective Clients and use all reasonable skill and care in so doing;
- 2.4 Ecompany shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Developer in any way, and shall not do any act which might reasonably create the impression that Ecompany is so authorised.
- 2.5 Ecompany shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Developer, including in relation to any Relevant Contract.
- 2.6 Ecompany must disclose to each Prospective Client that it is an introduction agent of the Developer.
- 2.7 Where a Prospective Client is Introduced by Ecompany for a particular Project and the Prospective Client then enters into a Relevant Contract with the Developer for a different Project, Ecompany shall be entitled to the Commission.

3. **COMMISSION AND PAYMENT**

- 3.1 Ecompany shall be entitled to Commission if the Developer and a Prospective Client Introduced by Ecompany enter into a Relevant Contract. Commission shall become payable to Ecompany on the Due Date.
- 3.2 Ecompany shall invoice the Developer for the Commission payable in accordance with the Developer's statement submitted pursuant to clause 3.2, together with any applicable VAT.
- 3.3 In relation to each Relevant Contract, the Developer shall notify Ecompany:
 - 3.3.1 of the date that it enters into a Relevant Contract, within 5 Business Days of execution of the Relevant Contract; and
 - 3.3.2 the date it completes each Project set out in a Relevant Contract, within 10 Business Days of completion of each Project.
- 3.4 Commission shall be payable to Ecompany in pounds sterling.
- 3.5 All sums payable under this Agreement are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question.
- 3.6 All sums payable under this Agreement shall be paid without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 3.7 Termination of this Agreement, howsoever arising, shall not affect the continuation in force of this clause 3 and the Developer's obligation to pay Commission to

Ecompany for any Prospective Clients Introduced to the Developer during the Term. The Developer shall continue to be obliged to pay Commission to Ecompany for any Prospective Client that was Introduced during the Term where the Developer enters into a Relevant Contract with such Prospective Client within 18 months after the expiry of the Term or termination of this Agreement.

3.8 This clause 3 shall remain in force notwithstanding termination or expiry of this Agreement.

4. **OBLIGATIONS OF THE DEVELOPER**

4.1 The Developer shall act at all times in its relations with Ecompany dutifully and in good faith.

4.2 During the Term, the Developer shall:

4.2.1 not do anything which shall harm the reputation of Ecompany;

4.2.2 inform Ecompany of any anticipated problems of a material nature in connection with any of its Projects;

5. **NON-CIRCUMVENTION**

5.1 The Developer undertakes that, other than with Ecompany's express prior written approval, it shall not, directly or indirectly induce, solicit, procure or otherwise encourage the Prospective Client to pursue any Project or any Substitute Project to avoid paying Commission to Ecompany.

5.2 The Developer shall procure that its officers, employees, agents and other representatives, and each member of its group and their respective officers, employees, agents and other representatives, comply with clause 5.1 as if they were the Developer.

5.3 For the purposes of this clause 5, "**Substitute Project**" shall mean any project involving the same Prospective Client or the same or substantially similar resources, technology or work product as the Project.

6. **CONFIDENTIALITY**

6.1 Each Party ("**Receiving Party**") undertakes to treat as confidential all Confidential Information of the other Party ("**Disclosing Party**") and shall not disclose it to third parties, save as provided in clauses 6.2 and 6.4.

6.2 The Receiving Party may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, subcontractors, agents, third party suppliers and professional advisers, ("**Permitted Users**") with access to the Confidential Information only to the extent and as required for the performance of this Agreement. The Receiving Party shall ensure that each of its Permitted Users are

bound to hold all Confidential Information in confidence to the standard required under this Agreement and complies with such obligations of confidence.

- 6.3 Clause 6.1 shall not apply to any information which:
- 6.3.1 enters the public domain other than as a result of a breach of this clause 6.1;
 - 6.3.2 is received from a third party which is not known (and ought not to be known) to the Receiving Party to be under a confidentiality obligation in respect of that information (for the avoidance of doubt, the Receiving Party shall not be required to enquire if a duty of confidentiality is owed to the Disclosing Party);
 - 6.3.3 is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
 - 6.3.4 was lawfully in the possession of the Receiving Party prior to disclosure (as evidenced by the records of the Receiving Party).
- 6.4 The Receiving Party may disclose Confidential Information where required to do so by any Regulations or by a Regulatory Authority or by a court or other authority of competent jurisdiction. In these circumstances, the Receiving Party shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- 6.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 6.6 On termination of this Agreement, each Party shall:
- 6.6.1 destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 6.6.2 erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 6.6.3 certify in writing to the other Party that it has complied with the requirements of this clause, provided that the Receiving Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by any Regulations or any applicable Regulatory Authority. The provisions of this

clause shall continue to apply to any such documents and materials retained by the Receiving Party.

7. DATA PROTECTION

- 7.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that each of the Developer and Ecompany may be Data Controllers for processing of certain Personal Data.
- 7.2 Each Party shall comply at all times with the Data Protection Regulations with respect to any Personal Data processed by that Party pursuant to this Agreement.
- 7.3 This clause 7 shall remain in force notwithstanding termination or expiry of this Agreement.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement shall limit or exclude the liability of either Party for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 8.1.2 fraud or fraudulent misrepresentation;
 - 8.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 8.2 Subject to clause 8.1 above neither Party shall be liable to the other Party in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for any:
- 8.2.1 loss of profit;
 - 8.2.2 loss of reputation;
 - 8.2.3 loss of or damage to goodwill;
 - 8.2.4 loss of use or corruption of software, data or information;
 - 8.2.5 ex-gratia payments; or
 - 8.2.6 special, indirect or consequential damage of any nature.
- 8.3 The total liability of either Party to the other Party in respect of all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 for each claim or series of connected claims. For the avoidance of doubt, this clause 8.3 shall not limit the Developer's liability to pay the Commission.

9. **COMMENCEMENT, DURATION AND TERMINATION**

9.1 This Agreement shall begin on the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with clause 9.

9.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

9.2.1 the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

9.2.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

9.2.3 the other Party suffers an Insolvency Event.

9.3 Either Party may terminate this Agreement at any time by giving not less than 90 days written notice to the other Party.

9.4 Either Party may give written notice to the other Party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Either Party may terminate this Agreement at any time upon 90 days written notice to the other Party.

9.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

9.6 Expiry or termination of this Agreement shall not affect a Party's accrued rights and obligations at the time of expiry or termination.

10. **GENERAL**

10.1 Neither Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement.

10.2 A waiver of any right or remedy is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

- 10.3 No failure or delay by a Party to exercise any right or remedy provided under this Agreement 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.
- 10.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 10.5 If a provision of this Agreement (or part of any provision) is found invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 10.6 In the event that the Parties cannot agree the amendment within 30 days of the date of commencing negotiation in accordance with clause 10.5, the provision shall to the extent of such invalidity, illegality or unenforceability, be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed severable and be deleted and shall not affect the other provisions of this Agreement, which shall continue unaffected.
- 10.7 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
- 10.7.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service:
- (a) in the case of the Developer, at its registered office address;
 - (b) in the case of Ecompany, at its registered office address; or
- 10.7.2 sent by email to:
- (a) The registered email in case of the developer
 - (b) support@re-search.online in the case of Ecompany;
- 10.8 A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 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. A notice sent by e-mail shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender and provided there is no bounce-back indicating non-receipt), or if the recipient has an automated "out of office" reply, at the time the out of office ceases to apply.
- 10.9 Clauses 10.7 and 10.8 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other

method of dispute resolution which must be served in accordance with any directions or the Civil Procedure Rules.

- 10.10 Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership or joint venture of any kind between any of the Parties, nor constitute a Party the agent of the any other Party, nor authorise a Party to make or enter into any commitments for or on behalf of any other Party.
- 10.11 The Parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.12 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 10.13 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives)
- 10.14 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.
- 10.15 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 10.16 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.17 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)