DIRECT GLOBAL

General Terms & Conditions

(UK) Direct Global Limited

Version 1.7

General Terms & Conditions

1. Interpretation

1.1 Definitions:

Business Day: means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Commencement Date: has the meaning given in subclause 2.1;

Commission: means the commission payable by the Utility Supplier to Direct Global in respect of the Utility Contract;

Conditions: means these terms and conditions as amended from time to time in accordance with subclause 10.6;

Contract: means the contract for Services between the Direct Global and the Customer in accordance with these Conditions;

Customer: means the person or business who obtains the Services from Direct Global and enters into a Utility Contract;

Customer Default: has the meaning set out in subclause 4.4;

Data Aggregator (DA): means the person or business who compiles and consolidates meter data according to industry standards;

Data Collector (DC): means the person or business who collects and processes electricity usage data, sending it to the Data Aggregator (DA) and the Utility Supplier;

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Direct Global: means (UK) Direct Global Limited (CRN: 10943501), a company registered in England and Wales whose registered address is Franklin House, 2 Mandarin Road, Houghton Le Spring, England, DH4 5RA;

Group Company: means, where the Customer is company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

Meter Operator (MOP): means the person or business who installs, maintains, and ensures the electricity or gas meter's communication capabilities.

Monitoring & Targeting (M&T): means any of Meter Operator (MOP), Data Collector (DC) and/or Data Aggregator (DA) services;

Related Party: means a person or entity related to the Customer, including a person or entity that would be classed as a related party under the International Accounting Standards IAS 24 and/or would be classed as a connected person under the Corporation Tax Act 2010, and, in the case where the Customer is a sole trader, a company that is controlled by the a relative of the Customer;

Services: means the brokering of Utility Contracts including but not limited to presenting the Customer with details of one or more proposals and rates for the supply of the relevant Utility and providing Utility account management;

Utility: means electricity, gas, water, waste services, Monitoring & Targeting, solar or any other utility, services or product offered, brokered or arranged by Direct Global for the Customer;

Utility Contract: means a contract entered into by the Customer and the Utility Supplier for the supply of the relevant Utility as a result of and/or as part of provision of the Services;

Utility Supplier: means the supplier of the relevant Utility under the Utility Contract;

You/your: means the Customer.

1.2 Interpretation:

(a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(b) 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. Basis of contract

2.1 By signing these conditions, the Customer acknowledges and accepts it is entering into a legally binding Contract to obtain the Services. The Contract shall be deemed to come into existence on the date upon which these Conditions are signed by the Customer ("**Commencement Date**").

2.2 Any samples, drawings, descriptive matter or advertising issued by the Direct Global, and any descriptions or illustrations contained in the Direct Global's catalogues or brochures, are issued or published for the sole

purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.3 Any quotations and/or proposals given by Direct Global and/or the Utility Supplier to the Customer shall contain indicative rates which may not be guaranteed. Such rates shall only be confirmed following receipt of confirmation from the Utility Supplier. All quotations and/or proposals given by Direct Global and/or the Utility Supplier shall only be valid for the period specifically stated when the quotation and/or proposals is offered.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Supply of Services

3.1 Direct Global shall supply the Services to the Customer using reasonable skill and care.

3.2 Direct Global shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Direct Global reserves the right to amend the Services, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Direct Global shall notify the Customer in any such event.

4. Customer's acknowledgement and obligations

4.1 The Customer hereby acknowledges and accepts that:

(a) Direct Global operates as a third-party intermediary between Utility Suppliers and the Customers and Direct Global relies on the information provided by the Customer;

(b) Direct Global does not undertake or owe fiduciary duties to the Customer and does not put aside its own commercial interests in favour of the Customer when providing the Services;

(c) Direct Global is not a price comparison service and may not have access to every supplier and to every deal that may be available to the Customer; therefore, Direct Global does not provide any warranty, express or implied, that it shall provide cheapest deal that may be available to the Customer;

(d) there is no cooling-off period following the acceptance of the Utility Contract;

(e) it has sole responsibility for disclosing any Utility supply contracts it has entered into which may conflict with the Utility Contract and/or the intended period of supply under the Utility Contract;

(f) by entering into the Utility Contract, the Customer is contracting directly with the Utility Supplier, and not with Direct Global;

(g) Direct Global has no authority or ability to negotiate or vary the terms of any Utility Contract; and

(h) Direct Global has no liability in relation to any transactions, dealings, or arrangements made between the Customer and the Utility Supplier and that any such transactions, dealings, or arrangements (including any payment obligations) are the Customer's sole responsibility.

4.2 The Customer represents, warrants and undertakes:

(a) that it shall provide Direct Global, promptly upon request, with such information and materials as Direct Global may reasonably require in order to supply the Services and shall ensure any information it provides to Direct Global is true, complete and accurate in all respects;

(b) to co-operate with Direct Global in all matters relating to the Services;

(c) to provide Direct Global, the Utility Supplier and its respective employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required or requested by Direct Global to provide the Services;

(d) subject to subclause 4.3, it has not entered into, and will not enter into, any other Utility supply contract for the intended supply period under the Utility Contract;

(e) that any party acting on its behalf has the legal authority to bind the Customer;

(f) it will satisfy itself that the Utility Contract presented to it by Direct Global under the Services is suitable for its business needs;

(g) subject to subclause 4.3, it shall ensure the supply of the relevant Utility shall continue throughout the intended period of supply under the Utility Contract;

(h) it shall obtain and maintain all necessary licenses, permissions and consents which may be required for the Services and/or the Utility Contract before the date on which the Services are to start and/or the

supply of Utility Contract is due to commence;

(i) it shall comply with all applicable legislation and requirements under the Utility Contract; and

(j) to immediately inform Direct Global of any change in the Customer's circumstances or business which may affect the provision of Services or the fulfilment of the Utility Contract.

4.3 The Customer shall not be considered in breach of subclause 4.2(d) and subclause 4.2(g) in the event that the Customer moves out of the premises being supplied under the Utility Contract and the ownership or occupation of the premises transfers to a third party who is neither a Group Company nor a Related Party ("**Change of Tenancy**"), provided the Customer gives written notice 30 days prior to the Change of Tenancy to Direct Global together with:

(a) a copy of the conveyance/transfer document or new tenancy agreement (which must include the commencement date, the supply address and be signed by the new owner or new tenant and landlord);

(b) written confirmation from a solicitor (on solicitor's letterhead) confirming the date of the Change of Tenancy, name of the previous owner/tenant and name of the new owner/tenant; and

(c) such other information or documentary evidence as may reasonable be required by Direct Global from time to time.

NOTE THAT A TRANSFER OF THE PREMISES AND/OR THE RELEVANT METER TO A GROUP COMPANY OR RELATED PARTY SHALL NOT BE CLASSED AS A CHANGE OF TENANCY FOR THE PURPOSES OF THIS SUBCLAUSE 4.3 AND SHALL BE CLASSED AS A CUSTOMER DEFAULT UNDER SUBCLAUSE 4.4.

4.4 If through any act or omission by the Customer, including but not limited to any non-compliance with subclause 4.2: (i) Direct Global's performance of any of its obligations under the Contract are delayed; or (ii) the supply of the relevant Utility does not commence on the applicable commencement date or at all; or (iii) such supply is delayed or terminated before the end of the intended period of supply under the Utility Contract (save for a valid Change of Tenancy under subclause 4.3); or (iv) the Customer does not provide the necessary evidence required under subclause 4.3(a)-(c), (each a "**Customer Default**"):

(a) without limiting or affecting any other right or remedy available to it, Direct Global shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Direct Global's performance of any of its obligations; and

(b) Direct Global shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Direct Global's failure or delay to perform any of its obligations under the Contract; and

(c) the Customer shall, in accordance with clause 5, pay to Direct Global an amount equal to the Commission that Direct Global would have otherwise received had the Customer Default not occurred and/or had the Utility Contract continued for its full intended period of supply. In instances where the supply under the Utility Contract has not commenced (/'gone live') or not continued for the full intended supply period, Direct Global shall use the average consumption of the Customer/relevant meter over the previous 12 months, as confirmed via the national grid or other external source, or the reasonably estimated consumption (including any estimate stated on the Utility Contract) where the previous data is not available, in order to calculate its lost Commission.

5. Commissions, charges and payment

5.1 Unless stated otherwise in the Contract (including in any price list or purchase order), Direct Global provides its Services to the Customer in consideration of receiving a Commission from the Utility Supplier when Direct Global successfully brokers a Utility Contract, i.e. where the Customer signs a Utility Contract. By entering into the Contract, the Customer shall be liable for payment to Direct Global of a sum equal to the Commission that would be paid by the Utility Supplier to Direct Global across the full expected term of the relevant Utility Contract; however, such liability shall be satisfied by receipt by Direct Global of the full expected Commission from the Utility Supplier.

5.2 Save for in the case of the specific Utilities detailed below, the Commission payable shall be an amount agreed with the Utility Supplier to cover our

Services and shall be included in the retailer price offered by the Utility Supplier in the Utility Contract.

Electricity & Gas:

The Commission payable for electricity and gas supplies shall be based upon a fixed rate uplift (expressed in pence per unit of energy per kilowatt hour) included within the unit rate accepted by the Customer, multiplied by the actual number of units of the relevant Utility consumed by the Customer under the Utility Contract. The fixed rate uplift included within the unit rate shall not exceed £0.04 per kWh ("**Uplift**"). Direct Global may, at its discretion, transfer any proportion of the Uplift across the length of the contract to the standing charge under the Utility Contract.

Example Commission Calculation

Commission = Uplift x units (kWh) consumed across contract term
12-month electricity contract.
Unit rate charged by supplier: £0.28 per kWh
Unit rate excluding commission Uplift: £0.25 per kWh
Direct Global commission Uplift: £0.03 per kWh
Electricity consumption across 12 months: 50,000 kWh (units)
Electricity cost = 50,000 x £0.25 = £12,500
Direct Global commission = 50,000 x £0.03 = £1,500

Water:

The Commission payable for water supplies shall be an amount agreed with the Utility Supplier to cover our Services; such sum shall not take the retailer price of the Utility Contract higher than 10% above the current retailer price paid by the Customer.

Receipt of Commission from the Utility Supplier

For all Utilities, up to 100% of the Commission can be received up front from the Utility Supplier rather than it being paid incrementally over the term of the Utility Contract.

5.3 The Customer shall pay any moneys due to Direct Global under the Contract (howsoever arising):

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Direct Global and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Direct Global, and

(c) time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Customer are exclusive of value added tax chargeable from time to time ("**VAT**") which shall be added to the invoice at the relevant rate from time to time.

5.5 If the Customer fails to make any payment due to Direct Global under the Contract by the due date, then, without limiting Direct Global's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this subclause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Data protection

6.1 Each party shall comply with all applicable requirements of the Data Protection Legislation.

6.2 The parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the controller of any personal data it provides to Direct Global, and Direct Global is the processor.

6.3 The Customer acknowledges and accepts that its data (commercial and incidental as the case may be) may be shared with utility suppliers for the purposes of obtaining quotes and effecting the Utility Contract. The Customer's data may also be shared with credit agencies for the purposes of assessing the Customer's creditworthiness.

7. Limitation of liability. THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1 References to liability in clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort

(including negligence), misrepresentation, restitution or otherwise.

7.2 Nothing in clause 7 shall limit the Customer's payment obligations under the Contract.

7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

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

(b) fraud or fraudulent misrepresentation.

7.4 Further to subclause 4.2(f), Direct Global shall not be liable to the Customer for the suitability (including but not limited to the commercial terms and price) of the Utility Contract.

7.5 Subject to subclause 7.3, Direct Global's total liability to the Customer for all loss or damage (including legal costs) howsoever arising or caused, shall not exceed the amount of commission Direct Global has received and which is not subject to a clawback from the Utility Supplier in respect of the Utility Contract to which the loss or damage relates.

7.6 Subject to subclause 7.3, Direct Global shall not be liable to the Customer, howsoever caused or arising, for the following types of loss, which are wholly and fully excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill;

(g) wasted expenditure; and

(h) indirect or consequential loss.

7.7 The Customer hereby agrees to indemnify, keep indemnified, defend, and hold Direct Global and its respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers, and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs, and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to the Services, any arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these

Conditions or of any law or the rights of any third party.

7.8 Direct Global has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.9 Unless the Customer notifies Direct Global that it intends to make a claim within the notice period, Direct Global shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the factual and legal basis for the claim in reasonable detail and must provide all supporting documents it intends to rely upon.

8. Termination

8.1 Without affecting any other right or remedy available to Direct Global, Direct Global may terminate the Contract and/or suspend the supply of Services immediately upon written notice if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;

(b) any breach of subclause 4.2;

(c) the Customer commits a Customer Default under subclause 4.4;

(d) the Customer suspends, or threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) in the reasonable opinion of Direct Global, the Customer's financial position deteriorates to such extent that the Customer is unable to adequately full its obligations under the Contract or Utility Contract.

9. Consequences of termination

9.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Third-party harassment of employees

10.1 Obligation on Customer

(a) The Customer shall ensure that it, and each of its Personnel, does not Harass or victimize any employee of Direct Global in the course of the performance of, or in connection with, the Contract.

(b) The Customer shall take all reasonable steps to prevent Harassment of Direct Global's employees by its Personnel and, where Harassment occurs, to bring it to an end promptly and prevent its recurrence.

10.2 Reporting and Co-operation

(a) The Customer shall notify Direct Global in writing as soon as reasonably practicable upon becoming aware of any alleged or actual incident of Harassment of a Direct Global employee by its Personnel.

(b) The Customer shall co-operate fully with any investigation conducted by Direct Global into an alleged incident of Harassment, including by providing relevant information and, where reasonably required by Direct Global, removing or replacing any individual from any role, site, or meeting (in person, telephone or video) involving Direct Global's employees pending or following the outcome of such investigation.

10.3 Remedies for Breach

Without prejudice to any other rights or remedies available to Direct Global, where the Customer breaches any obligation under this clause, Direct Global may:

(a) require the Customer to submit and implement a written corrective action plan within 14 days of Direct Global's request;

(b) require the immediate removal of any individual whose conduct is the subject of the alleged breach from any site, meeting, or engagement involving Direct Global's employees; and

(c) treat a serious or repeated breach of this clause as a material breach of the Contract, entitling Direct Global to terminate the Contract with immediate effect.

10.4 Scope and Limitation

(a) This clause does not impose liability on the Customer for conduct of its Personnel that occurs entirely outside the scope of the performance of, or connection with, the Contract and without the Customer's knowledge or reasonable means of prevention.

(b) Nothing in this clause limits or excludes any liability of Direct Global or the Customer that cannot be limited or excluded by applicable law.

Defined terms for the purposes of this Clause 10:

"Harassment" means any of the following conduct:

(a) unwanted conduct related to a relevant protected characteristic (being age, disability, gender reassignment, race, religion or belief, sex, or sexual orientation) that has the purpose or effect of violating the dignity of a Direct Global employee or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that employee;

(b) unwanted conduct of a sexual nature that has the purpose or effect described in paragraph (a) above; or

(c) less favourable treatment of a Direct Global employee because that employee has submitted to, or rejected, conduct of the kind described in paragraphs (a) or (b) above.

For the purposes of this definition, whether conduct has the effect described in paragraph (a) or (b) shall be determined by taking into account the perception of Direct Global employee concerned, all other circumstances of the case, and whether it is reasonable for the conduct to have that effect.

"Personnel" means, in relation to the Customer, its employees, workers, officers, agents, subcontractors, and any other individuals acting on its behalf or under its direction or control in connection with this Agreement.

11. General

11.1 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings

(a) Direct Global may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the consent of Direct Global.

11.3 Confidentiality

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or customers of the other party, except as permitted by subclause 11.3(b). For the avoidance of doubt, confidential information shall include but not be limited to, the Utility unit rate, Uplift and standing charge and Utility Supplier.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this subclause 11.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract save that Direct Global shall be entitled to use the Customer's confidential information to provide to it any supplementary services.

11.4 No partnership or agency or fiduciary relationship

Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between Direct Global and the Customer or constitute any party to be the agent or fiduciary of another; and no party agrees to put aside its own commercial interests in favour of the other when entering into the Contract.

11.5 Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or

warranty (whether made innocently or negligently) that is not set out in these Conditions. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement made prior to the entry into the Contract.

11.6 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Parties.

11.7 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.8 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this subclause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.9 Notices

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

(iv) In this subclause, business hours means 8.30am to 4.30pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This subclause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.10 Third party rights

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.11 Governing law

The Contract, and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.12 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Agreed and accepted by the Customer:

Signed: ……

Duly Authorized Representative

Name & Title: ……

Business Name: ……

Registered/Business Number ……

Date: ……