



THIS AGREEMENT IS DATED _____ [] _____

BETWEEN

1. **Ebico Limited** incorporated and registered in England with company number 03507095 whose registered office is at Wittas House, Two Rivers, Station Lane, Witney, Oxfordshire OX28 4BL ("Ebico")
2. [] ("Marketing Partner").

The Marketing Partner wants to appoint Ebico as its recommended energy supplier.
It is now agreed as follows:

- 1 The Marketing Partner agrees to:
 - a) provide on its website, for interested users, a hypertext link directing users to the Ebico website.
 - b) make Ebico sales material available to its residents through prominent display at its tenant-facing offices.
 - c) promote Ebico's services to tenants through its newsletters and other tenant communication initiatives
- 2 Ebico will:
 - a) embed, in the hypertext link, a temporary software code (cookie) which, subject to the user accepting it, will be placed on users computer such that the Ebico website application process will subsequently recognise, any application for supply received from the user's computer within the following 7 days as having been as a result of the link on the Marketing Partner's website, and will assigned to it the Marketing Partner's unique identification code.
 - b) provide a unique sales code to be quoted by tenants responding sales material/promotion which will identify, to Ebico's sales processing system, enquiries and applications arising from the Marketing Partner's initiatives.
- 3 The Marketing Partner is entitled to receive a £5 for every gas and electricity account for which a transfer to Ebico is completed which results from Clause 2. For the avoidance of doubt, no fee is payable in respect of a tenant that enters into a supply agreement with Ebico and, subsequently, cancels this agreement prior to the termination of their statutory cooling-off period.
- 4 Electricity and gas supplied to any Property by Ebico will be subject to Ebico's standard terms and conditions of supply a copy of which is attached to this Agreement. This Agreement will terminate 12 month from date of signature (the "Termination Date")
- 5 Proper termination of this Agreement shall not affect any transfers that are in the process of being completed at the time of such termination or payments thereto.
- 6 Each party warrants to the other that it shall at all times comply with the terms of the Data Protection Act 1998 and any regulations made thereunder. Ebico warrants to the Marketing Partner that it shall fully comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 7 Neither party shall be liable to the other for any indirect or consequential loss howsoever caused.
- 8 This Agreement is made solely and specifically between and for the benefit of the parties hereto, and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither party can declare itself as a trustee of the rights under it for the benefit of any third party.

DATE
SIGNED by
for and on behalf of

Ebico Limited

SIGNED by
for and on behalf of

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