

REZIGO AGREEMENT

PARTICULARS

1.	Introducer:	Rezigo Limited (company number: 13276698) (Rezigo)
2.	Rezigo's registered office address:	7 Johnston Road, Woodford Green, Essex, England IG8 0XA
3.	Rezigo's telephone number:	0208 634 0234
4.	Rezigo's email address:	support@rezigo.com
5.	Commission:	10% of your Net Income received under each Relevant Contract (as it may be renewed, extended or amended) during a period of 12 months from its commencement date, plus any applicable VAT.
6.	Payment of Commission where a Customer pays Rezigo directly:	A Customer can pay for the Services to Rezigo via the Platform by: Credit card; Debit card; Apple Pay; Google Pay; or PayPal. Rezigo then deducts the Commission (as referred to in row 5 above) and Processing Fees from such payment made by the Customer, and the balance is then transferred to You.
7.	Payment of Commission where a Customer pays You directly:	You must notify Rezigo promptly of any payments received by a Customer in this manner. You are then required to pay Rezigo the Commission within 5 days of receipt of the Customer's payment to You.

	<p>You can pay the Commission via the Dashboard on the Platform or by bank transfer to:</p> <p>Account Name: Rezigo Limited</p> <p>Bank: NatWest</p> <p>Sort Code: 60-10-34</p> <p>Account Number: 12902691</p>
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The introducer referred to in row 1 of the Particulars table above, agrees to introduce customers to you, subject to the terms and conditions of this agreement.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

1. Background

- 1.1 The terms and conditions in this agreement shall apply to the provision by the named introducer (**Rezigo**) to you (**You/Your**) of the introduction, conduct as specified.
- 1.2 Acceptance of this agreement indicates acceptance of these terms and conditions.

2. Interpretation

- 2.1 The following definitions and rules of interpretation apply in this agreement:

Agreed Purposes: the performance by each party of its obligations under this agreement.

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

Commission: has the meaning given to it in clause 5.2.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Customer: a customer who is party to a Relevant Contract.

Dashboard: Your dashboard, which You can access once registered on the Platform.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA**

4.4 You shall give Rezigo 14 days' notice of any changes in the prices of the Services or in the Standard Supply Terms.

4.5 You shall give Rezigo at least one month's written notice of its intention to extend the range of Services or discontinue any part of them.

5. Commission and payment

5.1 Rezigo shall be entitled to the Commission if a Prospective Customer Introduced by it enters into a Relevant Contract.

5.2 The amount of commission payable shall be in pounds sterling and at the rate of 10% of Your Net Income received under each Relevant Contract (as it may be renewed, extended or amended) during a period of 12 months from its commencement date, plus any applicable value added tax (**VAT**) (**Commission**). If Your Net Income is payable under any Relevant Contract in instalments, then the Commission shall be calculated on such instalments and payable to Rezigo.

5.3 You shall promptly notify Rezigo in writing of, (a) the date You enter into a Relevant Contract, (b) the amount of the payments due for the Services under it, and (c) the dates on which payments for such Services are payable, no later than 3 Business Days after You enter into such Relevant Contract.

5.4 Under each Relevant Contract, You shall instruct the Customer(s) to pay the amounts due for the Services using the payment methods provided on the Platform (as set out in row 5 of the Particulars table above). Rezigo shall then deduct the Commission and Processing Fees from those sums before transfer to You.

5.5 You must promptly notify Rezigo if a Customer makes payment for the Services directly to You (including payments made in instalments). In that event Rezigo shall issue You its invoice on the Dashboard for the Commission payable. The Commission payable by You shall be due to Rezigo within 5 days from the date on which You received the corresponding payment for Services (notwithstanding Rezigo issuing You its invoice on the Dashboard in the interim). You can make payment of the Commission via the Dashboard, but if You encounter any problems You can pay by bank transfer to the account details set out in row 6 of the Particulars table above.

5.6 If You fail to make any payment due to Rezigo under clause 5.5 by the due date, then, without limiting Rezigo's remedies under clause 10, You shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount,

whether before or after judgment. You shall pay the interest together with the overdue amount via the Dashboard, but if you encounter problems You can pay by bank transfer to the account details set out in row 6 of the Particulars table above.

5.7 Subject to clause 5.4, for any sums collected by Rezigo in accordance with clause 3.1(b), it reserves the right to deduct any unpaid Commission from those sums before transfer to You.

6. Complaints

6.1 You shall in the first instance deal promptly and efficiently with any complaint or dispute relating to the Services under a Relevant Contract that is raised by a Customer (**Complaint**), however if that Customer is dissatisfied with Your subsequent response, the Matter can be referred to Rezigo for resolution (and for that purpose, You shall promptly provide full details of the Matter to Rezigo).

7. Additional requirements

7.1 You shall promptly provide the following information to Rezigo upon its request in writing:

- (a) complete and accurate details of all business insurance policies (including public liability insurance) maintained by or on behalf of You;
- (b) complete and accurate details of Your trade accreditations, including valid and subsisting accreditation certificates (**Accreditations**, each an **Accreditation**); and
- (c) any other documents that Rezigo, acting reasonably, may request (in writing) in relation to the Services.

8. Data Protection

8.1 Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

8.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

8.3 Each party shall ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes.

- 8.4** Rezigo shall only use Shared Personal Data as set out in its Privacy Policy.
- 8.5** Each party shall ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement.
- 8.6** Each party shall ensure not to transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data this is transferred or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 8.7** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.
- 8.8** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 9. Limitation of liability**
- 9.1** Nothing in this agreement shall limit or exclude the liability of either party for (1) death or personal injury caused by that party's negligence, (2) fraud or fraudulent misrepresentation, (3) liability under the indemnity contained in clause 8.8, or (4) any other liability that cannot lawfully be excluded or limited.
- 9.2** Subject to clause 9.1, neither party shall under any circumstances be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
- (a) any loss of profit, sales, revenue or business;
 - (b) loss of anticipated savings;
 - (c) loss of or damage to goodwill;

- (d) loss of agreements or contracts;
 - (e) loss of use or corruption of software, data or information;
 - (f) any loss arising out of the lawful termination of this agreement or any decision not to renew its terms; or
 - (g) any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- 9.3** The total liability of either party to the other 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 the Commission for the entire term of this agreement.
- 9.4** Rezigo accepts no liability, whether in contract, tort or otherwise, arising from or in connection with Your supply of Services to Customers under Relevant Contracts.
- 9.5** Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the ground for the claim in reasonable detail.
- 10. Suspension from the Platform.** Without affecting any other right or remedy available to it, Rezigo reserves the right to suspend You from the Platform if one of the following events occurs:
- 10.1** You receive at least three Complaints from Customers;
 - 10.2** You abuse process through the Platform, including (but not limited to) failure to provide fee quotes on their Services when requested;
 - 10.3** You lose an Accreditation;
 - 10.4** You are not providing a service to Customers within Rezigo's reasonable satisfaction; and
 - 10.5** You fail to pay any amount due to Rezigo under this agreement on the due date for payment and remain in default not less than 14 days after being notified to make such payment.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party to the agreement may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy.

11.2 Without affecting any other right or remedy available to it, Rezigo may terminate this agreement with immediate effect by giving written notice to You if You fail to pay any amount that remains due after the 14-day period referred to in clause 10.5.

11.3 On termination of this agreement for whatever reason:

- (a) You shall immediately pay to Rezigo all of Rezigo's unpaid Commission, plus any applicable interest;
- (b) 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; and
- (c) termination of this agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination.

12. General

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

12.2 Compliance with laws. In performing its obligations under the agreement, You shall comply with all applicable laws, statutes and regulations from time to time in force, and with any conditions binding on You in any applicable licences, registrations, permits and approvals.

12.3 Assignment and other dealings.

- (a) You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the Rezigo's prior written consent.
- (b) Rezigo may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

12.4 Conflict. If there is an inconsistency between any of the provisions in the main body of this agreement, a Relevant Contract or the Standard Supply Terms, then the provisions in the main body of this agreement will prevail.

12.5 Confidentiality.

- (a) Each party undertakes that it shall not at any time during this agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.5.
- (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 this agreement. 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 clause 12.5; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

12.6 Entire agreement.

- (a) This agreement 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.
- (b) Each party acknowledges that in entering into this agreement 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 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.

12.7 Variation.

- (a) Rezigo reserves the right to change the terms of this agreement at any time:
 - (i) to reflect changes in relevant laws and regulatory requirements;
 - (ii) to implement minor adjustments and improvements; and
 - (iii) more significant changes, including but not limited, to the amount and payment structure of the Commission and if Rezigo does so it will notify You, each time Rezigo makes an Introduction to You, You must check that You understand and agree to the terms that apply at that time.
- (b) If You wish to make a change to the terms of this agreement, please contact Rezigo. Rezigo will let You know if the change is possible. If it is possible, Rezigo will let You know about any details or anything else which would be necessary as a result of Your requested changes and ask You to confirm whether You wish to go ahead with the change.

12.8 Waiver.

- (a) A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.10 Notices.

- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email.
- (b) Any notice or communication 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 national postal mail 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. In this clause **12.10(b)(iii)**, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does 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.

12.11 Third party rights. This agreement does not give rise to any rights for a third party to enforce any term of this agreement.

12.12 Governing law. This agreement, 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 laws of England and Wales.

12.13 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 this agreement or its subject matter or formation.

I acknowledge that I have read, and do hereby accept the terms and conditions contained in this agreement.