



Osso Energy PLC

and

THE ENERGY COMPANY (UK) LTD

THIRD PARTY INTERMEDIARY SERVICE AGREEMENT

THIS AGREEMENT IS ENTERED ON: Oct 15, 2024

PARTIES

OSSO Energy PLC, incorporated and registered in England and Wales with company registration number 09064653 whose registered office is at 7th Floor, 17 Bevis Marks, London EC3A 7LN, United Kingdom ("**OSSO Energy**")

and

THE ENERGY COMPANY (UK) LTD incorporated and registered in England and Wales with company registration number 05009309 whose office is at 7 LON PARCWR INDUSTRIAL ESTATE, RUTHIN, DENBIGHSHIRE, LL15 1NJ and whose registered office is at 7 LON PARCWR INDUSTRIAL ESTATE, RUTHIN, DENBIGHSHIRE, LL15 1NJ (the "**Third Party**")



each individually referred to as a "**Party**", or collectively as the "**Parties**".



INTRODUCTION

- A. OSSO Energy is a registered gas supplier with the Office of Gas and Electricity Markets ("**Ofgem**", being the regulator of the gas and electricity markets in Great Britain, or any organisation which replaces it from time to time).
- B. OSSO Energy is able to provide physical gas supply to non-residential consumers (each a "**Customer**" and together the "**Customers**") in England, Wales and Scotland.
- C. The Third Party introduces commercial consumers of gas to suppliers with a view to such consumers entering into a supply contract.
- D. The Parties wish to enter into this agreement (the "**Agreement**") in order for OSSO Energy to gain access to non-residential consumers of gas in England, Wales and Scotland.
- E. In return for providing OSSO Energy with access to Customers, the Third Party will receive remuneration as defined in the Agreement.

1. THE THIRD PARTY'S OBLIGATIONS

- 1.1. The Third Party shall introduce OSSO Energy to Customers from time-to-time (each an "**Introduction**"). For the avoidance of doubt: -
 - 1.1.1. the Third Party is not being appointed as the exclusive introducer to OSSO Energy of Customers and OSSO Energy shall be free to engage other parties to act as an introducer of Customers; and
 - 1.1.2. the Third Party shall be free to act as an introducer of Customers to other gas suppliers.
- 1.2. The Third Party shall, and shall ensure that its directors, officers, employees, representatives, contractors or agents (including sub-contractors, sub-agents and sub-brokers) engaged directly or indirectly in performance of its obligations under this Agreement and the effecting of Introductions (the Third Party's "**Representatives**") shall:
 - 1.2.1. perform its obligations under this Agreement and effect Introductions with reasonable skill and care, in accordance with good industry practice and in a timely and professional manner;
 - 1.2.2. comply with all relevant laws, legislation, rules, licence conditions, regulations, codes of conduct and guidelines (including Ofgem supply licence conditions) ("**Applicable Laws**") in relation to the performance of its obligations under this Agreement and the effecting of Introductions (including obtaining and maintaining all licences, permits, registrations and approvals necessary for such performance from time to time);

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- 1.2.3. comply with any mandatory codes of conduct that are or may in the future become applicable to its activities under or in connection with this Agreement and any other reasonable and lawful instructions given by OSSO Energy to the Third Party from time to time;
 - 1.2.4. perform its obligations under this Agreement and effect Introductions so as to ensure that OSSO Energy does not breach any Applicable Laws applicable to OSSO Energy;
 - 1.2.5. not do anything that would or could cause OSSO Energy to be in breach of any Applicable Laws or otherwise be likely to have an adverse impact on the trade, reputation or goodwill of OSSO Energy;
 - 1.2.6. disclose to each Customer (i) that it is third party intermediary representing OSSO Energy and (ii) the commission payable to the Third Party relating to such Customer;
 - 1.2.7. act lawfully and in good faith towards OSSO Energy and will assist OSSO Energy in ensuring Customers (i) act in good faith towards OSSO Energy and (ii) comply with the terms of any contracts entered into between Customers and OSSO Energy;
 - 1.2.8. comply with applicable data protection laws in its collection, processing or disclosure of any personal data relating to this Agreement; and
 - 1.2.9. comply with any broker code of conduct as may be issued by OSSO Energy from time to time.
- 1.3. The Third Party shall:
- 1.3.1. be a registered member of a qualifying dispute settlement scheme which is a broker “Qualifying Dispute Settlement Scheme” in accordance with any guidance issued by Ofgem from time to time (the “Third-Party ADR Scheme” and shall remain a registered member of such a Third-Party ADR Scheme at all times throughout the term of this Agreement;
 - 1.3.2. notify OSSO Energy as soon as reasonably practicable of any change in its organisation or methods of doing business which might affect the performance of its obligations hereunder (including any change of status as regards the Third-Party ADR Scheme) or its ability to effect Introductions;
 - 1.3.3. not introduce any Customers to OSSO Energy where such Customer has been introduced to the Third Party by a another party (including sub-broker or sub-agent) which is not a registered member of the Third-Party ADR Scheme; and
 - 1.3.4. give OSSO Energy prior written notice if a Customer has been introduced to the Third Party by another party (including a sub-broker or sub-agent).
- 1.4. The Third Party represents and warrants to OSSO Energy, with such representations and warranties deemed repeated on each date on which an Introduction is made and/or contract with a Customer concluded with OSSO Energy, that:
- 1.4.1. it has actual authority as a broker to negotiate with OSSO Energy on behalf of all Customers in respect of which it has made an Introduction to OSSO Energy (each an “**Introduced Customer**”); and
 - 1.4.2. without prejudice to the generality of clause 1.4.1 above, it has a valid letter of authority for each Introduced Customer, confirming the appointment of the Third Party, the relevant Customer’s contact details (including name, site address(es) and contact name) and a clear confirmation of the authority given by the relevant Customer to the Third Party to negotiate a contract for the supply of gas on behalf of the Customer.
- 1.5. The Third Party shall inform OSSO Energy at the point of tender of any instances where the Third Party is:
- 1.5.1. introducing Customers with a micro-business status as defined by Ofgem;
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- 1.5.2. introducing Customers which are entitled to CCL exemption or VAT reduction as defined by Ofgem and/or any Applicable Laws; or
- 1.5.3. introducing Customers which are classed as vulnerable as defined by Ofgem and/or any Applicable Laws,
- 1.6. For each Customer introduced to OSSO Energy, the Third Party will provide all necessary information required for OSSO Energy to setup and establish a successful supply contract.
- 1.7. Unless and to the extent expressly specified by OSSO Energy in writing in respect of a particular Customer or group of Customers the Third Party shall not have any authority, and shall not hold itself out or allow any of its Representatives to hold the Third Party out as having authority, to enter into any supply contract on behalf of OSSO Energy or otherwise bind OSSO Energy in any way.
- 1.8. Insofar as the Third Party may be specifically authorised by OSSO Energy from to time to make any offer and/or enter into any contract with a Customer on behalf of OSSO Energy, the Third Party shall act strictly in accordance with the parameters of the relevant authority given by OSSO Energy and (subject to any special conditions specified by OSSO Energy) shall ensure that any such offer is made and/or any such contract entered into on the basis of OSSO Energy's standard terms and conditions of supply in force at the relevant time.
- 1.9. The Third Party shall not use any advertising, supplier branding, promotional or selling materials not approved in advance by OSSO Energy and shall not otherwise make any promises, warranties, guarantees, statements or other representations concerning the supply of gas by OSSO Energy except to the extent expressly approved in writing by OSSO Energy in advance.
- 1.10. The Third Party shall within seven days of receipt of a notice from OSSO Energy, allow OSSO Energy and its nominees to access any of the Third Party's premises, personnel and records as may be reasonably required to undertake verification of the compliance by the Third Party and its Representatives with its obligations under this Agreement. The Third Party shall provide OSSO Energy (and its nominees) with all reasonable co-operation, access and assistance in relation to any such audit. The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 1.10, unless the audit identifies a failure by the Third Party or its Representatives to comply with the obligations under this Agreement, in which case the Third Party shall reimburse OSSO Energy for all its reasonable costs incurred in the course of such audit.
- 1.11. The Third Party shall promptly notify OSSO Energy in writing on becoming aware of any Customer complaints relating to any supply contract with OSSO Energy or any other obligations of OSSO Energy as a licensed supplier of gas. The Third Party shall disclose all relevant information surrounding any such complaint and provide reasonable assistance to OSSO Energy in its resolution.
- 1.12. Without prejudice to the generality of clause 1.2, the Third Party agrees that it shall not make or receive any bribe, gift or facilitation payment or otherwise act in any way that is not in compliance with the Bribery Act 2010.
- 1.13. The Third Party will not obviate, block, prevent or hinder any communication between OSSO Energy and the Customer.
- 1.14. The Third Party agrees to indemnify, and keep indemnified, OSSO Energy from and against any and all liabilities, losses, damages, commissions, costs, fees and expenses of any kind whatsoever (including professional costs and expenses, interest, penalties and indirect, special or consequential losses or damages) incurred by, suffered by, awarded against or agreed to be paid or paid by OSSO Energy arising directly or indirectly:
- 1.14.1. from any breach of any provision of this Agreement by the Third Party; and
- 1.14.2. as a result of the processes applied by the Third Party in connection with the performance of its obligations under this Agreement and/or the effecting of Introductions.
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2. OSSO ENERGY OBLIGATIONS

- 2.1. OSSO Energy shall not be under any obligation to contract with and/or commence any supply of gas to any Customer introduced to it by the Third Party and shall be entitled at its sole discretion (including where it has any concerns about the creditworthiness of the Customer) to decline to enter into a contract with and/or commence any supply to any such Customer.
- 2.2. OSSO Energy will seek to respond to all pricing requests as soon as possible but is under no obligation to do so.
- 2.3. In the event OSSO Energy receives a Customer complaint in relation to the Third Party, OSSO Energy shall, where permitted, contact the Third Party as soon as practical.
- 2.4. OSSO Energy may enter into a non-standard commission arrangement which will be agreed outside this Agreement.
- 2.5. OSSO Energy shall pay commission to the Third Party subject to and in accordance with the terms of clause 3 below.
- 2.6. If and to the extent that the Third Party has been mandated to act as an broker or representative of the Customer, OSSO Energy may provide information relating to, and correspondence with, the Customer to the Third Party, provided that the Third Party has provided OSSO Energy with such evidence as OSSO Energy may reasonably require demonstrating that OSSO Energy may do so. OSSO Energy reserves the right to withhold the disclosure of any such information and correspondence where it is not, in its sole discretion, satisfied with such evidence as may be provided.
- 2.7. OSSO Energy is obliged to comply with its supply license conditions and therefore will take steps to comply with these conditions. OSSO Energy shall not be liable for any breach of this Agreement where the relevant act or omission giving rise to such breach relates to OSSO Energy complying with such supply license conditions.
- 2.8. Nothing in this Agreement shall prevent OSSO Energy from terminating or varying the terms of any contract entered into it with a Customer.
- 2.9. OSSO Energy shall not be liable to the Third Party for any interruption in the supply of gas to Customers for any reason or for the termination of any contract with a Customer for any reason.
- 2.10. Nothing in this Agreement shall prevent OSSO Energy from soliciting the custom or continued custom of any Introduced Customer, whether during or after the term of this Agreement.

3. COMMISSIONS AND PAYMENT

- 3.1. Where the Third Party has successfully introduced Customers to OSSO Energy, a commission payment may be due. The basis on which an entitlement to a commission payment may arise is as set out in this clause 3 and the Schedule.
- 3.2. Unless and to the extent otherwise specifically set out in writing in any other agreement between OSSO Energy and the Third Party:
 - 3.2.1. all commission will be paid monthly in arrears (or at such other frequency as OSSO Energy may determine, acting reasonably) and is subject to the Customer's bill being paid in full;
 - 3.2.2. any commission payment properly invoiced by the Third Party to OSSO Energy under the Agreement shall be payable by OSSO Energy subject to clauses 3.2.1, 3.2.3, 3.2.6 and 3.2.7 below, by the later of (i) 30 days after OSSO Energy issues a monthly commission report to the Third Party and (ii) 14 days after receipt by OSSO Energy of the full amount of the relevant Customer's bill to which the relevant part of the commission relates;
 - 3.2.3. Third Parties with a self-bill agreement in place are not required to raise an invoice but will be subject to the same payment terms set out in clause 3.2.2;

- 3.2.4. OSSO Energy reserves the right to only pay commissions based on actual meter readings; if OSSO Energy pays commissions based on estimated meter readings, OSSO Energy shall undertake a reconciliation of commissions paid in such circumstances against actual meter readings;
- 3.2.5. OSSO Energy reserves the right to withhold the final commission payment relating to a Customer until such time as it has received a final meter read;
- 3.2.6. OSSO Energy shall be entitled to set-off any amount owed to it by the Third Party under this Agreement or any other contract between the Parties against any amount owing by OSSO Energy to the Third Party; and
- 3.2.7. insofar as any amount invoiced by the Third Party is disputed by OSSO Energy, acting in good faith, OSSO Energy shall be entitled to withhold payment of the amount in question pending resolution of the dispute, but (for the avoidance of doubt) shall not be entitled to withhold payment of any undisputed amount.

4. CALCULATION OF COMMISSIONS AND CLAW BACKS


- 4.1. OSSO Energy's calculation of commission payments payable to the Third Party in relation to this Agreement shall be final and binding upon the Third Party.
- 4.2. The commission payments due to the Third Party will be calculated in accordance with the details set out in the Schedule as confirmed by the, the latest AQ validated by Xoserve, or from accurate meter readings as provided by the relevant Customer. The commission payable will be offset against any claw backs, reconciliation payments or other monies owed to OSSO Energy by the Third Party.
- 4.3. Upon the termination of an energy supply contract between OSSO Energy and a Customer, for any reason, at any relevant site where an energy supply contract exists between the Customer and OSSO Energy as a result of the Customer being introduced to OSSO Energy by the Third Party, commission payments due to the Third Party in relation to that Customer will cease with effect from the date of such termination. For the avoidance of doubt, the Third Party shall continue to receive commission payments until the site leaves OSSO Energy or the term of the contract (excluding any extension, renewal or replacement contract) has expired.
- 4.4. If a new contract is agreed in the future between OSSO Energy and a Customer which was previously supplied by OSSO Energy and originally introduced to it by the Third Party, no commission payment will be due to the Third Party following the customer's return to OSSO Energy. No commission payment will be due to the Third Party in respect of deemed contracts, change of tenancies, extensions of contracts or renewals.
- 4.5. Where OSSO Energy is unable offset any claw backs, reconciliation or other payments due by the Third Party to OSSO Energy, the Third Party must when invoiced make payable the sum owed to OSSO Energy within 14 working days.

5. DURATION

This Agreement takes effect from the date stated at the beginning of it. Either Party can serve notice that it wishes to terminate this Agreement for convenience in accordance with clause 6.1.

6. TERMINATION

- 6.1. Either Party may terminate this Agreement by giving the other Party no less than 30 days' prior written notice.
- 6.2. Without prejudice to any other right or remedy it may have, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party:
 - 6.2.1. if the other Party commits a material breach of any term of this Agreement which is either not capable of remedy or (if capable of remedy) is not remedied within 10 days of such Party being notified of such breach: and/or
 - 6.2.2. if the other Party:
 - 6.2.2.1. is dissolved (other than pursuant to a consolidation, amalgamation or merger);


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- 6.2.2.2. becomes insolvent or is unable to pay its debts generally as they fall due, fails generally to pay, or admits in writing its inability generally to pay its debts as they become due;
 - 6.2.2.3. makes a general assignment, arrangement, composition or other arrangement with or for the benefit of its creditors;
 - 6.2.2.4. institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not withdrawn, dismissed, discharged, stayed or restrained in each case within thirty days of the institution or presentation of that proceeding or petition;
 - 6.2.2.5. has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - 6.2.2.6. seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
 - 6.2.2.7. has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed or restrained, in each case within ten (10) days of that event;
 - 6.2.2.8. causes or is subject to any event with respect to it that, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses 6.2.2 to 6.2.2.7; or
 - 6.2.2.9. takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts referred to in this clause 6.2.2
- 6.3. Without prejudice to any other right or remedy it may have, OSSO Energy may terminate this Agreement with immediate effect by giving written notice to the Third Party if the Third Party commits a breach of clause 1.
 - 6.4. Any termination of this Agreement shall not affect any accrued rights or obligations of either Party nor the continuation in force of any provision of this Agreement which is expressly or by implication intended to continue in force following termination.
 - 6.5. Termination of this Agreement pursuant to clause 6.1 shall not affect the Third Party's right to be paid commission pursuant to this Agreement, save that if any event or circumstance arises thereafter which would (but for the prior termination pursuant to clause 6.1) have given OSSO Energy the right to terminate the Agreement under clause 6.2, clause 6.3 or for any other reason (other than pursuant to clause 6.1), OSSO Energy's obligation to pay commissions pursuant to this Agreement shall cease upon the occurrence of such event or circumstance.

7. PROMOTIONS/OFFERS

OSSO Energy from time to time may offer promotions. The terms of this promotion will be laid out in a document called "promotional guide" This guide will be issued for each promotion independently. Each promotion will be bound by the promotional criteria and will be subject to these terms and conditions.

8. DOMAIN NAME(S)

The Third Party may not under any circumstances register, create or purchase at any time a domain name which would be considered similar to OSSO Energy PLC or any trading name of OSSO Energy from time to time. This includes different domain suffixes or any string of a domain name which would look to be different to the domain name of OSSO Energy but may cause confusion or make the visitor believe they are on the official website of OSSO Energy.



9. INTELLECTUAL PROPERTY

Further to Clause 1.9, neither Party shall use the name, logo or any other trademarks, trade names or service marks of the other Party unless expressly agreed otherwise in writing by the relevant Party for the purposes of this Agreement. The Third Party must not allow its sub-brokers and/or sub-agents to use the logo or any other trademarks, trade names or service marks of OSSO Energy even if the Third Party has permission to do so.

10. DATA PROTECTION

In relation to any data processed by either Party under or in connection with this Agreement (including data relating to Customers and/or their representatives and/or the Representatives), each of the Parties shall comply at all times with the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data (including the Data Protection Act 2018) and, in particular, in respect of any Customer data which is provided by the Third Party to OSSO Energy the Third Party shall ensure that it has provided any necessary data protection notifications to and/or obtained any necessary consents from the relevant Customer (or any relevant representative of that Customer, as the case may be) to allow OSSO Energy to receive and process that data for the purposes contemplated by this Agreement.

11. CONFIDENTIALITY

Each of the Parties shall keep in strict confidence any and all confidential information that it may acquire under or in connection with this Agreement (including the terms of this Agreement and confidential information relating to Customers) and shall not disclose to any third party or use for its own benefit or for the benefit of any third party any such information without the prior written consent of the other Party, except: (i) to the extent any use or disclosure of such information is reasonably necessary for the purposes of this Agreement, and subject in the case of any disclosure to a third party to the relevant third party being required to comply in respect of such information with confidentiality obligations equivalent to those imposed by this clause; (ii) to the extent required by law, regulation or regulatory authority; or (iii) to the extent that such information is provided to the relevant Party in circumstances other than under a duty of confidence and/or such information becomes generally known to the public through no fault of that Party. This Clause shall survive the termination of this Agreement.

12. NOTICES

12.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered:

12.1.1. personally;

12.1.2. sent by pre-paid first class post or other next working day delivery service;

12.1.3. by commercial courier; or

12.1.4. by email.

12.2. A notice or other communication shall be deemed to have been received:

12.2.1. if delivered personally, when left at the address referred to in clause 12.1;

12.2.2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting;

12.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

12.2.4. if sent by email, one working day after transmission.

12.3. The provisions of this clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. ASSIGNMENT

- 13.1. OSSO Energy may assign, novate, or otherwise transfer its rights and obligations under this Agreement in whole or in part to another supplier and/or to any group company without the consent of the Third Party, who shall promptly enter into any deed of novation or similar document reasonably required by OSSO Energy in order to give full effect to any such assignment, novation or transfer.
- 13.2. The Third Party may not assign, novate or transfer any of its rights and obligations under this Agreement without the prior written consent of OSSO Energy.

14. THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or entity other than OSSO Energy and the Third Party shall have any rights under it.

15. GOVERNING LAW

This Agreement (and any contractual obligations arising therefrom) will be governed and interpreted in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the English courts for all purposes relating to this Agreement.

16. ANTI-CORRUPTION

Further to clause 1.12, the Parties agree that:

- 16.1. each Party will comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 16.2. each Party will have and will maintain in place throughout the term of this Agreement, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010; and
- 16.3. without prejudice to the foregoing, neither Party will offer or agree to give any person working for or engaged by the other Party any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Parties.

17. PUBLICITY

Neither Party will make any public announcement or issue any public circular (including a media or press release) relating to this Agreement or its subject matter without the prior written approval of the other Party except where any disclosure is required by any legal, accounting or regulatory authority.

18. LIMITATION OF LIABILITY

- 18.1. Nothing in this Agreement shall limit or exclude the liability of either Party for:
- 18.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 18.1.2. fraud or fraudulent misrepresentation or willful default;
- 18.1.3. liability under any indemnity in this Agreement; or
- 18.1.4. any matter in respect of which it would be unlawful to exclude or restrict liability.

18.2. Subject to clause 18.1, neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

18.2.1. any loss of profit, sales, revenue, or business;

18.2.2. loss of anticipated savings;

18.2.3. loss of or damage to goodwill;

18.2.4. loss of agreements or contracts;

18.2.5. loss of use or corruption of software, data or information;

18.2.6. any loss arising out of the lawful termination of this Agreement or any decision not to renew it; or

18.2.7. any loss that is an indirect or secondary consequence of any act or omission of the party in question.

19. GENERAL TERMS

19.1. In this Agreement, unless the context otherwise requires:

19.1.1. any reference to any legislation is a reference to that legislation as amended, re-enacted or replaced from time to time;

19.1.2. a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;

19.1.3. the Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule;

19.1.4. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and

19.1.5. any reference to the words "include", "including", "in particular" or any similar expression shall be interpreted as if they were followed with the words "but without limitation".

19.2. The relationship of the Parties established hereunder is and shall always remain that of independent contractors. This Agreement does not constitute a partnership agreement, agency agreement or employment agreement between OSSO Energy and the Third Party.

19.3. OSSO Energy shall not be responsible for any costs incurred by the Third Party unless and to the extent that (in addition to any payment of commission) OSSO Energy has specifically agreed in writing to be responsible for such costs in advance of them being incurred. This includes for loss of profits, revenue, goodwill, or anticipated savings or for any indirect or consequential loss or damage.

19.4. This Agreement constitutes the entire agreement between the Parties relating to the Introduction of Customers to OSSO Energy and each of the Parties agrees that it is not entering to the Agreement in reliance on any representation or statement not specifically contained in the Agreement. No variation of the Agreement shall be valid unless it has been agreed in writing by an authorised representative of each of the Party.

In WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date written above.

On Behalf of: OSSO Energy PLC

Agreed and Accepted by THE ENERGY COMPANY (UK) LTD

By: Serhan Timur

By: R Colin Pritchard

Signed: Serhan Timur
Serhan Timur (Oct 15, 2024 10:21 GMT+1)

Signed: R Colin Pritchard
R Colin Pritchard (Oct 15, 2024 10:17 GMT+1)

Date: Oct 15, 2024

Date: Oct 15, 2024

SCHEDULE

Max 2p/kWh uplift

Max 100p/Day

Commission in arrears











THE ENERGY COMPANY (UK) LTD OSSO TPI Agreement V7

Final Audit Report

2024-10-15

Created:	2024-10-14
By:	Serhan Timur (serhan@ossoenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7gcYSAGeMuldMoIPZrHhwDv39J-EhII0

"THE ENERGY COMPANY (UK) LTD OSSO TPI Agreement V7" History

-  Document created by OSSO Gas (serhan@ossoenergy.com)
2024-10-14 - 9:10:07 PM GMT- IP address: 51.190.22.12
-  Document emailed to colin@theenergycompany.co.uk for signature
2024-10-14 - 9:12:05 PM GMT
-  Email viewed by colin@theenergycompany.co.uk
2024-10-15 - 9:16:02 AM GMT- IP address: 51.155.179.180
-  Signer colin@theenergycompany.co.uk entered name at signing as R Colin Pritchard
2024-10-15 - 9:17:48 AM GMT- IP address: 51.155.179.180
-  Document e-signed by R Colin Pritchard (colin@theenergycompany.co.uk)
Signature Date: 2024-10-15 - 9:17:50 AM GMT - Time Source: server- IP address: 51.155.179.180
-  Document emailed to OSSO Gas (serhan@ossoenergy.com) for signature
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-  Email viewed by OSSO Gas (serhan@ossoenergy.com)
2024-10-15 - 9:20:46 AM GMT- IP address: 104.47.85.126
-  Signer OSSO Gas (serhan@ossoenergy.com) entered name at signing as Serhan Timur
2024-10-15 - 9:21:54 AM GMT- IP address: 217.138.169.67
-  Document e-signed by Serhan Timur (serhan@ossoenergy.com)
Signature Date: 2024-10-15 - 9:21:56 AM GMT - Time Source: server- IP address: 217.138.169.67
-  Agreement completed.
2024-10-15 - 9:21:56 AM GMT