



Marketing Partner Agreement

THIS AGREEMENT is made on the Commencement Date

BETWEEN ECHO GROUP CORPORATION PTY LTD (ACN 158 561 927) trading as Echo Group of 61-65 Geddes St, Mulgrave 3170, Victoria ("**Echo**")

AND THE MARKETING PARTNER whose name and address is specified in Item 1 of the Schedule ("**the Marketing Partner**")

RECITALS

- A. Echo has agreed to align with the Marketing Partner to provide the Services.
- B. The Marketing Partner agrees to perform the Services on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS

1. DEFINITIONS

In this Agreement, unless expressed to the contrary:

- 1.1. "**Agreement**" means this Agreement between Echo and the Marketing Partner (including the Schedule and any attachments).
- 1.2. "**Australian Consumer Law**" means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), in force as a law of the Commonwealth under that Act, and as in force as a law of each State and Territory.
- 1.3. "**Business**" means:
 - (a) the sale, and installation of LED lighting, Solar products and related devices and software; and
 - (b) the provision of consulting and tendering advice in relation to the Products.
- 1.4. "**Business Day**" means a day that is not a Saturday, Sunday or public holiday in the Melbourne metropolitan area.
- 1.5. "**Commencement Date**" means the commencement date of this Agreement specified in **Item 2** of the Schedule.
- 1.6. "**Confidential Information**" means:
 - (a) the Customer and supplier details of Echo and their respective practices, business dealings, pricing and costing details and policies, trade secrets and/or affairs, including Customer and supplier lists, transactions, proposals, agreements and accounts;
 - (b) the Customer and supplier details of the Marketing Partner and their respective practices, business dealings, pricing and costing details and policies, trade secrets and/or affairs, including Customer and supplier lists, transactions, proposals, agreements and accounts;

- (c) the practices, processes, procedures, business dealings, pricing and costing details and policies, trade secrets and/or affairs of Echo;
- (d) the practices, processes, procedures, business dealings, pricing and costing details and policies, trade secrets and/or affairs of the Marketing Partner;
- (e) all Echo employee and employee related information, including personal information, employee specific remuneration details, information located within an employee's personnel file and Echo payroll files and communications and information passing between Echo and/or its employees;
- (f) all Marketing Partner employee and employee related information, including personal information, employee specific remuneration details, information located within an employee's personnel file and Marketing Partner payroll files and communications and information passing between the Marketing Partner and/or its employees;
- (g) all Echo Marketing Partner and Marketing Partner related information, including personal information, Marketing Partner specific remuneration details and communications and information passing between Echo and/or its Marketing Partners;
- (h) all electronic and documented databases, computer hardware, software or systems, multi-media presentations and computer disks owned by or licensed to Echo (including all systems, processes, designs, methods, applications, development methodologies and source code, in either compiled or un-compiled formats);
- (i) all electronic and documented databases, computer hardware, software or systems, multi-media presentations and computer disks owned by or licensed to the Marketing Partner (including all systems, processes, designs, methods, applications, development methodologies and source code, in either compiled or un-compiled formats);
- (j) the techniques and methods of marketing, budgeting and market analysis used by Echo;
- (k) the techniques and methods of marketing, budgeting and market analysis used by the Marketing Partner;
- (l) all business plans, financial information and strategies of Echo or the Marketing Partner;
- (m) any information licensed from third parties to Echo on a confidential basis, for internal use and/or for sublicenses to end users;
- (n) any information licensed from third parties to the Marketing Partner on a confidential basis, for internal use and/or for sublicenses to end users;
- (o) any document or information which comes into the possession or knowledge of the Marketing Partner during the course of Services which from its nature and content would be reasonably expected to be confidential or which contains information of a commercial value to Echo;

- (p) any document or information which comes into the possession or knowledge of Echo during the course of Services which from its nature and content would be reasonably expected to be confidential or which contains information of a commercial value to the Marketing Partner;
 - (q) the Documents; and
 - (r) any information and document adapted or derived in any way from the information detailed in (a) to (j), even where the adaptation or derivation involves significant or substantial original work.
- 1.7. "**Customer**" means any person, corporation or other entity to whom the Marketing Partner has provided any goods or services and who is referred to Echo in connection with the Business in accordance with this Agreement.
- 1.8. "**Documents**" means documents of Echo or the Marketing Partner (as the case may be), including supplier lists, price lists, Customer lists, market research information, data in any material form (including electronic form), manuals, diagrams, graphs, charts, projections, specifications, estimates, records, concepts, accounts, plans, formulae, designs, methods, techniques, processes, correspondence, letters, electronic messages and papers of every description including all copies of or extracts from the same.
- 1.9. "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.10. "**GST Law**" means the same as "GST law" means in the GST Act.
- 1.11. "**Intellectual Property**" means any statutory or other proprietary, ownership or control rights which now exist or may in future exist (both in Australia and in any foreign country) in respect of any invention, patents, trade marks (including goodwill and whether registered or unregistered), copyrights (including future copyrights), designs, circuit layouts, confidential information, trade secrets, know-how and all other rights with respect to intellectual property.
- 1.12. "**Echo Personnel**" means the personnel engaged by Echo including Echo's officers, employees, agents or sub-contractors and officers, employees or agents of those sub-contractors, who are involved in the supply of the Products or the provision of any Product Installation or any other of Echo's obligations under this Agreement.
- 1.13. "**Echo Responsibilities**" means the responsibilities described in **Item 8** of the Schedule.
- 1.14. "**Marketing Partner Responsibilities**" means the responsibilities described in **Item 7** of the Schedule.
- 1.15. "**Privacy Laws**" means the *Privacy Act 1988* (Cth) and any other legislation imposing an obligation in relation to the collection, use, disclosure, storage or transmission of personal information (including without limitation health information), including any codes, principles or guidelines contained in or arising out of such legislation.
- 1.16. "**Products**" means the products described in **Item 6** of the Schedule.

- 1.17. "**Product Installation**" means the provision and installation of Products by Echo at a Customer's premises.
- 1.18. "**Property**" means any property of Echo or the Marketing Partner (as the case may be), including (but not limited to) any documentation, Documents, papers, Confidential Information, policies, manuals, keys, electronic or documented databases, computer software and hardware, and multi-media presentations (including any Intellectual Property subsisting therein).
- 1.19. "**Related Body Corporate**" means a related body corporate pursuant to the *Corporations Act 2001 (Cth)*.
- 1.20. "**Services**" means the services described in **Item 3** of the Schedule.

2. COMMENCEMENT OF THE AGREEMENT

This Agreement commences on the Commencement Date and continues for a period of - 12 months, unless terminated in accordance with **Clause 9**.

3. SERVICES

- 3.1. Echo must provide the Services during the Agreement.
- 3.2. The Marketing Partner must fulfil the Marketing Partner Responsibilities during the Agreement.
- 3.3. Echo acknowledges that the Marketing Partner is not required to provide any, or a minimum quantity of, Customer referrals as part of the Services.

4. NATURE OF RELATIONSHIP

- 4.1. The provision of the Services will be on a non-exclusive basis and the parties expressly agree that the Marketing Partner may engage in other business activities and referral relationships.
- 4.2. The relationship of Echo and the Marketing Partner under this Agreement is that of principal and independent contractor. This Agreement does not make either party a joint venturer, partner, employee or agent of the other. No act or omission of either party is to bind the other party except as expressly set out in this Agreement.
- 4.3. The Marketing Partner acknowledges that:
 - (a) this Agreement does not give the Marketing Partner authority to bind Echo, unless otherwise authorised in writing or reasonably directed to do so;
 - (b) the Marketing Partner must not directly or indirectly assume or create or attempt to assume or create, any obligation on behalf of or in the name of Echo, unless otherwise authorised in writing or directed to do so;
 - (c) the Marketing Partner is not authorised and must not represent that they are authorised by Echo to exercise any responsibilities other than those set out in **Item 7** of the Schedule;

- (d) subject to sub-clauses 4.2(a) to (c) inclusive, it is authorised to co-brand the sale of Products with Echo provided that any such co-branding will be authorised in writing by both parties before being implemented; and
- (e) the Marketing Partner is solely responsible for controlling the manner in which it fulfils its responsibilities, subject to the provisions set out in this Agreement.

5. ECHO'S OBLIGATIONS

- 5.1. Within 10 Business Days of the end of each month, Echo will pay the Marketing Partner the amount calculated in accordance with Item 4 of the Schedule, in the manner set out in Item 5 of the Schedule.
- 5.2. Echo must fulfil the Echo Responsibilities during the Agreement.
- 5.3. Echo must ensure that the Marketing Partner's brands and corporate reputation are maintained at all times (including, without limitation, in accordance with any brand guidelines that are provided to Echo from time to time).
- 5.4. Echo represents and warrants that:
 - (a) **(law, standards)** in marketing and providing the Products and Products Installation to Customers it will comply with all laws and industry standards (including the Australian Consumer Law and Privacy Laws, occupational health, safety and environmental laws, guidelines and codes of practice);
 - (b) **(materials)** it will use only first class materials fit for the purpose required by the Customer; and
 - (c) **(licenses and permits)** it, or the Echo Personnel, possesses all relevant authorisations, permits and licences necessary to market and supply the Products and perform the Product Installations.
- 5.5. Echo must maintain full and accurate records and accounts concerning its operations in connection with this Agreement and must make the accounts and records available to the Marketing Partner for inspection and examination on ten Business Days' written notice by the Marketing Partner.

6. ACKNOWLEDGEMENT AND INDEMNITY

- 6.1. The Marketing Partner acknowledges that a serious breach of this Agreement by the Marketing Partner may result in substantial loss or damage to Echo.
- 6.2. Subject to clause 6.3, the Marketing Partner indemnifies Echo against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Echo) that Echo may sustain or incur, directly arising out of:
 - (a) any un-remedied breach of this Agreement or any express warranty by the Marketing Partner set out in this Agreement including, but not limited to, a breach in respect of which Echo exercises an express right to terminate this Agreement;

- (b) any negligence, breach of applicable law, fraud or wilful misconduct by the Marketing Partner, and any claim made by a third party against Echo directly as a result.
- 6.3. To the full extent permitted by law, the Marketing Partner is not liable (whether in negligence or otherwise) to Echo for any consequential loss in connection to any breach under clause 6.2, including loss of profits, loss of revenue, loss of data, damage to goodwill, loss of anticipated profit, loss of opportunity or damages for lost opportunity.
- 6.4. The Marketing Partner's total liability to Echo under or in connection with this Agreement must not exceed 100% of the amounts paid by Echo under clause 5.1.
- 6.5. The Marketing Partner acknowledges that it has been provided the opportunity to seek independent legal advice regarding this Agreement.
- 6.6. Echo acknowledges that a serious breach of this Agreement by Echo may result in substantial loss or damage to the Marketing Partner.
- 6.7. Echo indemnifies the Marketing Partner against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Marketing Partner) that the Marketing Partner may sustain or incur, directly arising out of:
 - (a) any un-remedied breach of this Agreement or any express warranty by Echo set out in this Agreement including, but not limited to, a breach in respect of which the Marketing Partner exercises an express right to terminate this Agreement;
 - (b) the Products or any Product Installation; and
 - (c) any negligence, breach of applicable law, fraud or wilful misconduct by Echo or their nominated agents, and any claim made by a third party against the Marketing Partner directly as a result, including in relation to the Product Installations.
- 6.8. Each party must do anything reasonably required by the other party to prevent or restrain, or mitigate the consequences of, a breach or suspected breach of this Agreement or any infringement or suspected infringement by any person of that other party's rights under this Agreement.

7. CONFIDENTIAL INFORMATION

- 7.1. The Marketing Partner acknowledges and agrees that the Confidential Information is provided only for the Services.
- 7.2. The Marketing Partner must not (other than in the proper performance of carrying out the Services) disclose, copy, memorise, communicate or make available in any way to any person any of the Confidential Information and must not at any time for the Marketing Partner's own benefit, or for the benefit of any other person, directly or indirectly, take advantage of, use or in any way exploit the Confidential Information.

- 7.3. Echo must not (other than in the proper performance of carrying out the Services) disclose, copy, memorise, communicate or make available in any way to any person any of the Confidential Information and must not at any time for the benefit of Echo, or for the benefit of any other person, directly or indirectly, take advantage of, use or in any way exploit the Confidential Information.
- 7.4. The provisions of this Clause shall not apply to such Confidential Information that is or subsequently becomes:
- (a) in the public domain other than through the default of the Marketing Partner; or
 - (b) available to the Marketing Partner from a third party having the right to disclose it whose source is not directly or indirectly connected with the Marketing Partner.
- 7.5. The Marketing Partner must take all reasonable steps to preserve the confidentiality of the Confidential Information and The Marketing Partner agree to indemnify and hold Echo harmless against and from any and all claims, losses, damages and expenses (including legal expenses on a solicitor and own client basis) and other professional fees which the Marketing Partner may incur or sustain as a direct or indirect result of any unauthorised use or disclosure of the Confidential Information by Echo.
- 7.6. Echo must take all reasonable steps to preserve the confidentiality of the Confidential Information and Echo agree to indemnify and hold the Marketing Partner harmless against and from any and all claims, losses, damages and expenses (including legal expenses on a solicitor and own client basis) and other professional fees which the Marketing Partner may incur or sustain as a direct or indirect result of any unauthorised use or disclosure of the Confidential Information by Echo.
- 7.7. The Marketing Partner acknowledges that Confidential Information is of considerable commercial value to Echo. Any disclosure of the Confidential Information in breach of this Clause will cause Echo damage that cannot adequately be compensated by any award of damages. Echo shall be entitled to an injunction to restrain by an injunction or similar remedy, any conduct or threatened conduct of the Marketing Partner which is or may be a breach of this Clause and this remedy shall be in addition to any award of damages that may be made in favour of Echo.
- 7.8. Echo acknowledges that Confidential Information and Marketing Partner's branding is of considerable commercial value to the Marketing Partner. Any disclosure of the Confidential Information in breach of this Clause or breach of Echo's obligations with respect to the Marketing Partner's branding will cause the Marketing Partner damage that cannot adequately be compensated by any award of damages. The Marketing Partner shall be entitled to an injunction to restrain by an injunction or similar remedy, any conduct or threatened conduct of Echo which is or may be a breach of this Clause or Echo's obligations with respect to the Marketing Partner's branding and this remedy shall be in addition to any award of damages that may be made in favour of the Marketing Partner.

- 7.9. On termination of this Agreement the Marketing Partner must immediately deliver to Echo or destroy all originals and copies of any Confidential Information in their possession.
- 7.10. On termination of this Agreement Echo must immediately deliver to the Marketing Partner or destroy all originals and copies of any Confidential Information in their possession.

8. INTELLECTUAL PROPERTY

- 8.1. The Marketing Partner acknowledges that the Echo, Littil, Cherry Energy Solutions, Unilumin and FreeLED brands represent Intellectual Property created or developed by Echo as and from the date of creation. Under all circumstances use of Echo Intellectual property requires advanced approval in writing from Echo.
- 8.2. Echo acknowledges that "Power Choice" brand represents Intellectual Property created or developed by the Marketing Partner as and from the date of creation. Under all circumstances use of the Marketing Partner Intellectual Property requires advanced approval in writing from the Marketing Partner.
- 8.3. Echo and the Marketing Partner agree that the obligations contained in this Clause shall survive termination of this Agreement.

9. TERMINATION OF AGREEMENT

- 9.1. Subject to any rights set out in Clauses 9.2 and 9.3, either party may terminate this Agreement for any reason by giving the other party at least 10 Business Days' prior notice in writing.
- 9.2. Echo or the Marketing Partner may terminate this Agreement by giving 1 weeks' prior written notice to the other party if the other party fails to remedy a breach of the Agreement within 1 week of receiving written notice requesting it to do so.
- 9.3. This Agreement may be terminated at any time by Echo or the Marketing Partner via prior written notice and without further payment, other than for Services already provided, if:
 - (a) either party ceases to carry on business;
 - (a) any step is taken to enter into any arrangement between either party and its creditors;
 - (b) either party becomes unable to pay its debts as they become due; or
 - (c) any step is taken to appoint a receiver, a manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of either parties business.

10. AFTER TERMINATION OF AGREEMENT

- 10.1. The Marketing Partner must, upon termination of this Agreement, surrender to Echo all Property and Intellectual Property belonging to Echo that is in the Marketing Partner's possession or control.

- 10.2. The Marketing Partner undertakes not to retain copies and further undertakes to delete all electronic and documented databases, Echo computer programs and multi-media presentations from their computers, including any laptops. Prior to deleting the above software and data, the Marketing Partner will ensure that Echo has up to date copies of the software and data.
- 10.3. The Marketing Partner's and Echo's obligations under **Clauses 6** (Acknowledgement & Indemnity), 7 (Confidential Information), and 8 (Intellectual Property Rights) continue to apply to the Marketing Partner after termination or assignment of this Agreement.
- 10.4. Echo must, upon termination of this Agreement, surrender to the Marketing Partner all Property and Intellectual Property belonging to the Marketing Partner's possession or control.
- 10.5. Echo undertakes not to retain copies and further undertakes to delete all electronic and documented databases, Marketing Partner or Related Body Corporate computer programs and multi-media presentations from their computers, including any laptops. Prior to deleting the above software and data, Echo will ensure that the Marketing Partner has up to date copies of the software and data.

11. PRIVACY AND PROTECTION OF INFORMATION

- 11.1. Echo must comply, and must ensure that all of Echo's Personnel also comply, with all Privacy Laws in respect of any Customer's personal information handled by Echo or Echo Personnel under or in connection with this Agreement, and treat the information in accordance with the Marketing Partner's privacy policy.
- 11.2. Echo must take all reasonable steps to ensure that Customer personal information is protected from misuse, loss, unauthorised access, modification or disclosure.
- 11.3. Echo must ensure that at all times all information or data relating to a Customer received from the Marketing Partner or otherwise obtained in connection with the Services is:
 - (a) identified as Customer information or data (and not the data of Echo or any third party) and stored separately from Echo's other information and data;
 - (b) modified separately from any data of Echo or any third party; and
 - (c) on termination of this Agreement, removed from Echo's systems and files and transferred to the Marketing Partner or other person nominated by the Marketing Partner.
- 11.4. Echo must not use the Customer personal information and data received from the Marketing Partner for any purpose other than for the purpose of marketing and selling the Products in accordance with this Agreement.
- 11.5. Echo indemnifies the Marketing Partner against any loss or claim suffered or incurred by the Marketing Partner arising directly or indirectly as a result of, or in connection with, any breach by Echo or the Echo Personnel of the obligations set out in this clause 11.

12. INSURANCE

- 12.1. Echo must take out and maintain during the period of this Agreement:
- (a) comprehensive public liability insurance, with a limit of at least \$10 million per occurrence, to cover all which Echo may become legally liable to pay consequent upon:
 - (i) personal injury including death of, or bodily injury (including disease or illness) to, any person; and
 - (ii) loss of, or damage to, property (including loss of use),in connection with the Products or Product Installation.
 - (b) insurance in respect of all claims and liabilities arising at law relating to workers compensation or employer's liability, from death of, or bodily injury (including disease or illness) to, any person employed by Echo in connection with this Agreement and Echo must ensure that all of its subcontractors in respect of this Agreement are similarly insured in respect of their employees; and
 - (c) professional indemnity insurance, with a limit of at least \$5 million per occurrence and in the aggregate during any one period of insurance, covering liability howsoever arising in connection with the provision of professional services or breach of professional duties by Echo in providing the Products or performing the Product Installation and any obligations under this Agreement, which extends to any liability Echo may have to us as a result of, or in respect of, any failure on the part of any subcontractor to exercise any skill and care in performing any of the Product Installation or any obligations under this Agreement or in otherwise providing services in relation to the foregoing.
- 12.2. Echo must ensure that all policies of insurance required to be taken out by Echo under this Agreement, other than the policies referred to in clause 12.1(b), note the Marketing Partner's interests under or in relation to this Agreement.
- 12.3. Echo must maintain the professional indemnity insurance referred to in clause 12.1(c) from the Commencement Date until 6 years after the termination or expiry of this Agreement.
- 12.4. At the Marketing Partner's request, Echo must promptly produce evidence acceptable to the Marketing Partner that Echo is maintaining the insurances required by this clause 12.

13. ASSIGNMENT AND SUBCONTRACTING OF THIS AGREEMENT

- 13.1. The Marketing Partner may only assign or sub-contract the Services under this Agreement with the prior written consent of Echo, which will not be unreasonably withheld.
- 13.2. Echo may only assign or sub-contract the Services under this Agreement with the prior written consent of the Marketing Partner which will not be unreasonably withheld. Echo does not require prior written consent in relation to the sub-

contracting of LED installation services by Echo to approved A grade electricians who are reputable and have access to sufficient resources, experience, expertise and ability to undertake and to complete the activities for which they employed or engaged.

- 13.3. At all times Echo is responsible for all activities undertaken and completed pursuant to the Agreement by Echo Personnel and subcontractors and will not be relieved of any claim or liability for any Loss in relation to any activity and each act and omission of its Echo Personnel and subcontractors will be treated as being an act or omission of Echo, irrespective of whether any Echo Personnel or subcontractor has been approved by the Marketing Partner.

14. NO WAIVER

The failure of a party at any time to insist on performance of any obligation under this Agreement of the other party is not a waiver of its right:

- 14.1. to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver; and
- 14.2. at any other time to insist on performance of that or any other obligation under this Agreement of the other party.

15. GST

- 15.1. Terms defined in the GST Law have the same meaning in this Agreement, unless the context otherwise requires.
- 15.2. Except where expressly stated otherwise, all amount referred to in this agreement are exclusive of GST.
- 15.3. If GST is or will be payable on a supply under or in connection with this Agreement, to the extent that the consideration otherwise provided for that supply under this Agreement is not stated to include an amount in respect of GST:.
- (a) the consideration otherwise provided for that supply is increased by the amount of that GST; and
 - (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided.
- 15.4. The right of the supplier to recover any amount in respect of GST under this Agreement on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- 15.5. If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:

- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice;
 - (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation; and
 - (c) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event.
- 15.6. Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this Agreement must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

16. GENERAL

16.1. Notices

All notices and consents required or permitted to be given under this Agreement shall be in writing and given by personal service, pre-paid postage, facsimile transmission at the addresses of the parties set out in this Agreement or to such other address as either party may designate to the other by written notice.

16.2. Governing Law

This Agreement shall be governed by the laws of Victoria and the parties expressly submit to the jurisdiction of the courts of Victoria.

16.3. Modification

This Agreement may be modified only in writing signed by duly authorised persons for both parties.

16.4. Severability

If any provision of this Agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be affected or impaired.

16.5. Entire Understanding

This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire exclusive Agreement and understanding between the parties relating to the subject matter of this Agreement.

16.6. Operation of indemnities

- (a) Each indemnity in this Agreement survives the expiry or termination of this Agreement.
- (b) A party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

16.7. Interpretation

Unless this Agreement otherwise expressly provides:

- (a) a reference to the singular includes the plural and vice versa.
- (b) a reference to a person includes any other entity recognised by law and vice versa;
- (c) a document or agreement (including this Agreement), or a provision of a document or agreement (including this Agreement), is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (d) a party to this Agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (e) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing; and
- (f) including an indemnity in this Agreement does not exclude any other remedy of the indemnified party.

Executed by the Parties

SIGNED for and on behalf of **Echo Group Corporation Pty Ltd**, by its duly authorised officer, in the presence of:



Signature of witness

Shelley Fraser

Name

SIGNED for and on behalf of **Power Choice Pty Ltd**, by its duly authorised officer, in the presence of:



Signature of witness

Aga Wisniowska

Name



Signature of officer

Ben Wright

Name


Alan Jones (Jun 10, 2020 13:20 GMT+8)

Signature of officer

Alan Jones

Name

Jun 10, 2020

SCHEDULE

Item 1	The Marketing Partner	Power Choice Pty Ltd (ABN: 63 104 658 960)
Item 2	The Commencement Date	10/06/2020
Item 3	The Services	<p>The Services include:</p> <ul style="list-style-type: none"> ▪ Site inspections to assess the suitability of commercial LED lighting, solar PV, power factor correction (PFC) and battery storage ▪ Preparation of customer quotations inclusive of proposed LED lighting, solar PV, PFC, VO and battery storage solutions and estimated financial returns ▪ Installation of commercial LED lighting, solar PV, PFC, VO and battery storage solutions to applicable Australian standards and regulations ▪ Electrical safety certificate procurement ▪ Site handover ▪ Customer support and warranty support for completed commercial LED lighting, solar PV, PFC, VO and battery storage installations. ▪ Referral of commercial customers interested in Energy Broking services
Item 4	Payment	<p><u>Echo:</u></p> <p>For all potential customer leads directly provided by the Marketing Partner regardless of location Echo will pay the Marketing Partner a commission at the following rates</p> <ul style="list-style-type: none"> • LED/PFC/VO: 5% of the job value, calculated as invoiced price exclusive of GST plus VEET or ESC value exclusive of GST, per customer site or meter. • Solar (STC, Under 100kw): 5% of invoiced value. Invoiced value is post any government incentives. • Solar (LGC, greater than 100kw): 3.5% is payable on the full invoice amount (regardless of whether LGC subsidies are financed upfront) <p>Payment is to be made on completed (installed) sales only.</p> <p><u>Power Choice:</u></p> <p>For all potential Energy Broking leads directly provided by Echo, and converted to an active sale, regardless of location, The Marketing Partner will pay Echo a commission at the following rates:</p>

		<ul style="list-style-type: none"> • Energy Broking: 10% of retailers’/Metering Provider commission, once received from retailer SME – upfront commission C&I – trailing commission
Item 5	Method of Payment	<p><u>Echo:</u> The Marketing Partner must submit a valid tax invoice to Echo at the end of each month and shall be paid within 10 Business Days of the end of the month. Echo must notify the Marketing Partner of when installations have been completed.</p> <p><u>Power Choice:</u> Echo must submit a valid tax invoice to Power Choice at the end of each month and shall be paid within 10 Business Days of the end of the month. The Marketing Partner must notify Echo of when the energy contracts have been executed.</p>
Item 6	The Products	<p>The Products include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ LED Lighting ▪ PV Solar panels, inverters and racking equipment. ▪ Battery storage solutions. ▪ Voltage Optimisation solutions. ▪ Power factor correction.
Item 7	Marketing Partner Responsibilities	<p>The Marketing Partner Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Providing potential customer leads for commercial Product installations, subject to compliance with law and obtaining Customer consent. ▪ Completing the marketing function to these potential customer leads and any additional customers as agreed. ▪ Any marketing material that is circulated externally and includes the Echo, Cherry, Littil led, Unilumin, or Sustainable Melbourne fund logos/brand names must be approved prior to circulation. ▪ Assisting in promotion of Products for commercial and residential installation using Echo approved sales and marketing materials, methods and training. • The promotion of Echo (Cherry) as a preferred supplier for all LED, Solar, PFC, VO and battery storage solutions.

Item 8	Echo Responsibilities	<p>The Echo Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Inspect Customer premises and provide Product Installation with qualified and accredited personnel; ▪ Performing the Services related to the Product and Product Installation in an efficient, professional and cost-effective manner and exercising the standard of care, skill and judgment that would be expected of a professional contractor experienced in the performance of services of that nature; ▪ Provide to the Marketing Partner an up to date catalogue of Echo products and associated marketing materials; ▪ Provide all services related to Product quotations, installation and VEEC / ESC/ERF/STC/LGC compliance reporting; ▪ Provide training to Marketing Partner nominated staff in relation to the sale of Products and the initial support of those Products; ▪ Ensure any co-branding of marketing material follows Marketing Partner brand guidelines (as provided by the Marketing Partner from time to time) and is approved prior to circulation; ▪ Use Customer personal information and data received from the Marketing Partner only for the purpose of marketing and selling the Products. ▪ Provide to the Marketing Partner timely notification of completed installations; ▪ Provide to the Marketing Partner timely notification of any warranty and guarantee claims arising from installations originating as a result of the Services and notification of the rectification of those claims; and ▪ Provide reporting to marketing partner regarding Product Installations resulting from potential customer leads provided by Marketing Partner. ▪ Providing potential customer leads for commercial Electricity Broking, subject to compliance with law and obtaining Customer consent
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