



The Power Switch Service Agreement

We the undersigned hereby agree as follows:

1. The Power switch will act as our exclusive agent to work directly on our behalf with our electricity, gas, water/sewerage and telecommunication suppliers.
2. We will provide The Power Switch with copies of the relevant billings for the last 12 months or as far back as refunds may be recoverable.
3. We will send The Power Switch copies of future bills when received, together with all relevant communications from the utilities concerned.
4. We will provide the necessary Letters of Authority to enable The Power Switch to negotiate directly with the utility companies on our behalf.
5. We agree to implement all no-cost rate or contract changes recommended by The Power Switch. However any changes involving capital cost will be at our option.
6. This agreement to remain in effect for a minimum term of 12 months from the commencement of each saving, until either We give You or You give Us 90 days written notice of termination, such notice not to take effect before the earliest termination date.
7. We agree to pay The Power Switch:
 - a. An amount equal to 50% of each refund when received by us.
 - b. An amount equal to 50% of each verified saving when achieved
 - c. An amount equal to 25% of each contracted year's savings payable as each metered service saving starts and on the annual anniversary for multi-year contracts.
 - d. A fixed fee based on 3% of your last 12 months spend on the utilities you ask us to negotiate.
 Verified savings shall be defined as the difference between future costs in pence per 'kilowatt hour', 'therm', 'cubic metre' or 'minute' and the cost if billing terms prior to this agreement had remained in force.
 (Delete A, B, C or D according to the service level selected)
8. We understand and agree that all invoices submitted by The Power Switch are to be paid within fourteen (14) days of receipt.
- 9. We mutually agree that: If there are no refunds or verified savings, neither party will owe the other anything.**
10. These terms and the conditions overleaf constitute the entire agreement, and can be changed only by mutual consent. By affixing my signature hereto I acknowledge the above to be correct and accept the conditions on the reverse hereof.

Accepted for The Power Switch
 191 Eaglesham Rd
 Glasgow
 G76 8RH

Accepted for.....

By.....

By.....

Dated this.....day of.....2006

Dated this.....day of2006

Signature.....

Signature.....

Witness.....

Witness.....

CONDITIONS OF SALE

We the undersigned, hereby retain The Power Switch to perform a detailed audit and a complete technical analysis of the factors and procedures used by our *Utility suppliers to render billings for all our existing facilities and any acquired during this agreement. The Power Switch will seek refunds or reductions in our utility costs. The service, conducted under the following terms and conditions, will cover the following:
Electricity, Gas,*Telecommunications,* Water/Sewer.

1. UNDERSTANDING We direct The Power Switch to provide us with the expertise and guidance of their analysts and support of their specialised computer and software technology for a minimum of twelve (12) months, unless stated otherwise on the reverse, from this date for proper development and completion of a full term integrated study of our utility expenditures and billing.

- a. We hereby appoint The Power Switch as our exclusive agent with full and irrevocable authorisation for the term of this agreement to work on our behalf, directly with our utility suppliers, advising us of all findings, recommendations and negotiations.
- b. We will make needed copies of our existing utility billings available to The Power Switch for the initial analysis which will include, if indicated, a search as far back as refunds may be recoverable.
- c. We will send The Power Switch copies of our utility bills monthly, as well as any other billing data, or utility - related information or communications The Power Switch deems essential for the term of this agreement, so The Power Switch may continue this analysis, detect further overcharges that may occur, and monitor utility compliance with The Power Switch's guidance.

11. IMPLEMENTATION OF RECOMMENDATIONS

- a. No negotiations are currently underway between us and any of our utility suppliers. If any utility company refuses to cooperate with The Power Switch, we will conduct necessary negotiations in accordance with The Power Switch's guidance, and will keep The Power Switch informed of all written and verbal communications. If we choose to work directly with our utility suppliers we will so notify The Power Switch in writing of our election.
- b. We will implement all no cost rate or contract changes recommended by The Power Switch within thirty (30) days of notification and will also keep The Power Switch apprised of our progress.
- c. Recommendations, however, requiring capital expenditure, out-of-pocket expenses or operational changes will be implemented only at our option.

111. TERMINATION

- a. Provided we are not in default hereunder, we can terminate this agreement at any time, by notifying The Power Switch in writing. We give You or You give Us 90 days written notice of termination, such notice not to take effect before the earliest termination date. You agree to pay The Power Switch any unpaid (1) - shared savings realised and, (2) - shared savings expected to accrue during the remainder of this agreement.
- b. If our operation ceases, and all monies due to The Power Switch have been paid, this agreement may be terminated. If however an individual facility ceases operation, the agreement will remain in effect but payment for that facility will end with its closing.

1V. RENEWAL

In any event, if a recommendation submitted by The Power Switch is implemented and results in ongoing savings for any specified utility service, the term for said service, meter or facility will automatically be extended to allow for the period of shared savings outlined in paragraph (V1d) to be completed. We will continue to send The Power Switch billing information for the services involved and pay The Power Switch as outlined in said paragraph.

V. DEFAULT

Should we default in our obligations as specified herein, payment equal to 2% of our annual utility costs shall become due and payable immediately upon demand by The Power Switch. In addition, if savings have already been identified, recommended or implemented when default occurs, the entire balance of shared savings due to The Power Switch as outlined in paragraph (V1d), will become due and payable. We will have ten days to cure default upon written notice by The Power Switch

VI. PAYMENT TERMS

Verified reduction in utility costs shall be defined as the difference as determined by The Power Switch, between actual costs and the costs that would have occurred if billing terms existing prior to the execution of this agreement remained in effect.

- a. We understand and agree that all invoices submitted by The Power Switch are to be rendered monthly and paid within 14 days of receipt. Interest at the rate of 1.5% per month on the unpaid balance will be applied to all invoices after 30 days.
- b. Savings resulting from reduced consumption because of weather or operational variations will not be considered in The Power Switch's share, however where billing data is delayed The Power Switch may estimate savings and reconcile these against subsequent bills when received.
- c. This agreement shall be governed by, and construed in accordance with the laws of Scotland. We agree to pay The Power Switch's reasonable legal costs in the event that amounts owed under this agreement are collected by or through our Legal Advisers.

In return for the services described above, we will pay The Power Switch:

- d. Upon receipt of The Power Switch's invoice showing relative computations, an amount equal to fifty percent of each collected or realised refund or credit and fifty percent of each verifiable price reduction for a minimum period of twelve (12) months, unless stated otherwise on the reverse hereof, from the date each reduction begins.

V11. WE MUTUALLY AGREE THAT: IF WE FULFIL THIS AGREEMENT AND THERE ARE NO QUALIFIED FINDINGS, NEITHER PARTY WILL OWE THE OTHER ANYTHING.