

ServicePower Dispatch General Terms and Conditions

The following provisions set out the terms and conditions upon which ServicePower Inc. ('ServicePower') contracts for the supply of services with the supplier of such services (the 'Servicer') and the Servicer agrees that these terms and conditions form a binding legal contract (the Agreement') between the parties. For the avoidance of doubt, full or part performance of the Services by the Servicer will be deemed to be acceptance of these terms and conditions.

The Servicer recognises that ServicePower has contracted with a client to provide services ('Client Services') and that the Services provided by the Servicer form part of such Client Services.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings, unless another meaning is required in the context:

"Call"	a specific work instruction to provide the Services to a Customer
"Call Notification"	the information to be provided on the Website giving details of a Call allocated to the Servicer
"Client"	a person, firm or company with which ServicePower has contracted to provide the Services
"Contract Notes"	the details contained at Schedule 1
"Customer"	a person, firm or company to whom the Services are to be provided
"Qualifications"	any technical, professional or other qualification which the Servicer or any individual members of the Servicer's staff is required to hold by law, under the Contract Notes or by the manufacturer of Goods in order to provide the Services in relation to any specific Call.
"Services"	the inspection maintenance or repair services to be provided by the Servicer under this Agreement
"Website"	ServicePower's website at www.servicepower.com

2 APPOINTMENT

2.1 ServicePower appoints the Servicer as a non-exclusive supplier of inspection and/or, installation and/or, maintenance and/or repair services for Customers of ServicePower's Clients.

- 2.2 The Servicer acknowledges and accepts that the appointment does not guarantee the allocation of any Calls to the Servicer and that ServicePower makes no warranty or representation as to the levels of work or income the Servicer may derive from this Agreement.

3 ACCESS TO WEBSITE

- 3.1 ServicePower will allocate to the Servicer a unique log-in and password to enable the Servicer to access the Website, the Call Notifications and claims procedure.
- 3.2 The Servicer undertakes to keep such log-in and passwords confidential and not to disclose them to anybody other than members of the Servicer's staff who require them in order to fulfil their job role.
- 3.3 The Servicer will notify ServicePower immediately in writing if it believes that the log-in or password details may have been disclosed to an unauthorised third party. On receipt of such notification, ServicePower will allocate a new log-in and/or password details to the Servicer.

4 ACCEPTANCE OF CALLS

- 4.1 ServicePower will notify the Servicer by email (or fax) that there are Call Notifications on the Website in respect of Calls allocated to the Servicer.
- 4.2 The Servicer may accept or reject a Call by responding to the Call Notification in accordance with ServicePower's procedures from time to time, within the timeframe set out within Schedule 1.
- 4.3 Acceptance by the Servicer of a Call shall create a separate contract for the performance of the Services referred to in the Call Notification on the terms and conditions set out in herein.

5 SERVICER STANDARDS

- 5.1 The Servicer will make contact with the Customer and attend at the Customer's premises to perform the Services within any time limits set out in the Contract Notes.
- 5.2 The Servicer will complete each Call within any time limits set out in the Contract Notes, unless prevented from doing so by circumstances beyond the Servicer's control.
- 5.3 The Servicer will notify the Customer immediately by phone if, for any reason, it is unable to attend an appointment, is likely to be delayed in attending an appointment or likely to be delayed in completing the Call beyond any timescales indicated to the Customer.
- 5.4 Repairs of all Goods are guaranteed for labour and materials for the period stated in the Contract Notes. If the same or a similar fault occurs to a Customer's Goods within that period, the Servicer will rectify the fault free of charge or reimburse ServicePower with the cost of having the Services repeated by another servicer.

- 5.5 Servicers must ensure that all complaints or queries received from ServicePower, a Client or a Customer are dealt with promptly and effectively. The Servicer must provide ServicePower or its Client with information regarding complaints within 24 hours of the information being requested.
- 5.6 Unless otherwise stated in Schedule 1, the receipt, labelling and recording of a Customer's Goods for installation or workshop repair must include the Good's serial number or unique reference to ensure the Goods can be traced through the Call management system.
- 5.7 If any Customer's Goods are lost or damaged whilst in the Servicer's custody or possession, the Servicer will notify ServicePower and the Customer immediately and will take steps to replace such Goods as quickly as possible.
- 5.8 Any member of the Servicer's staff attending at a Customer location must carry formal identification and quote the name of the Client on whose behalf the Services are being provided.
- 5.9 The Servicer's staff must, at all times, wear clean and presentable clothing.

6 SERVICER'S CHARGES

- 6.1 Unless otherwise stated in Schedule 1, the price for the performance of each Call is set out in the Contract Notes. Unless otherwise expressly agreed by ServicePower in writing, the Servicer shall not be entitled to charge or be paid any amount in excess of the price stipulated in the Contract Notes.
- 6.2 Unless otherwise stated in the Contract Notes for a Call, or expressly authorised in writing by a Client, the Servicer shall not be entitled to charge for any time or expenses incurred in travelling to or from the Customer's premises.
- 6.3 Where a Call requires additional or replacement parts to be fitted to Goods, the Contract Notes will set out any procedure under which the Servicer is to obtain parts and how the cost of those parts will be reimbursed to the Servicer. Neither ServicePower or its Clients shall be under any obligation to reimburse the Servicer for additional or replacement parts unless the Servicer has followed the procedures set out in the Contract Notes.
- 6.4 If the charges are to be calculated at an hourly or other time-based rate, the Servicer will maintain complete and accurate records of all times spent in fulfilling the Call, and will allow ServicePower to inspect and take copies of any such records for the purpose of verifying the charges made by the Servicer in relation to a specific Call or in relation to the Services generally.

7 PAYMENT

- 7.1 Immediately upon completion of a Call, the Servicer may claim for the labour charges and, where appropriate, the value of parts used using the claims procedure on the Website.

- 7.2 Upon receipt of the Servicer's claim, ServicePower will seek payment authorisation from the Client, and will pay the sums due to the Servicer not more than 30 days after ServicePower receives such payment. For the avoidance of doubt, ServicePower shall not be under any liability to make payment to the Servicer unless or until it receives authorisation from the Client and the Client has placed ServicePower in funds to make the payment.
- 7.3 ServicePower reserves the right to deduct any sum due from the Servicer to ServicePower or any of its Clients pursuant to any contract or arrangement between them from any payments due to the Servicer under this Agreement.
- 7.4 The Servicer will maintain complete, accurate and up-to-date records of all work carried out and all parts used in the course of each Assignment and will allow ServicePower to inspect and copy such records at any time on request.

8 TAXES

- 8.1 The Servicer acknowledges that it is an independent contractor and will follow all state laws, regulations and procedures of the state(s) in which they provide services. If at any time, any tax is due, it is the responsibility of the Servicer to pay tax on material and or services provided.

9 QUALIFICATIONS

- 9.1 The Servicer warrants and represents that the information provided to ServicePower prior to the signing of this Agreement in relation to the Qualifications held by the Servicer and/or individual members of the Servicer's staff was and remains complete and accurate and that the Servicer is not aware of any fact or circumstances which are likely to result in any such Qualification being rescinded or removed.
- 9.2 The Servicer undertakes to ensure that all Qualifications notified to ServicePower are maintained in full force and effect for so long as this Agreement remains in force.
- 9.3 The Servicer shall notify ServicePower immediately if any Qualifications previously notified to ServicePower are rescinded or removed or if the Servicer becomes aware of any fact of circumstances which are likely to result in any such Qualification being rescinded or removed. P

10 SERVICER'S OBLIGATIONS

The provisions of this Clause shall apply to all Services rendered by the Servicer under this Agreement, except to the extent that these provisions are inconsistent with the requirements of the Contract Notes for a specific Call, in which case the Client's requirements shall prevail.

- 10.1 The Servicer shall carry out the Services in a professional and workmanlike manner and in accordance with best industry practice, and in compliance with the service standards set out in clause .
- 10.2 The Servicer shall carry out the Services in compliance with any service standards and any service level requirements or key performance indicators stipulated or referred to in the Contract Notes.

- 10.3 The Servicer warrants, in relation to each Call accepted by the Servicer that the Servicer or an appropriate member of the Servicer's staff holds all necessary Qualifications to perform the Services for that Call.
- 10.4 The Servicer shall carry out the Services in strict compliance with any laws, regulations or professional or technical codes of conduct relating to the relevant Services.
- 10.5 The Servicer shall use spare parts and components supplied by the original equipment manufacturer of the Goods or parts at least equivalent to those parts and components in terms of specification and fitness for purpose.

11 INDEMNITY

The Servicer agrees to indemnify ServicePower and the Client and to hold each of them harmless against all claims, demands, losses and expenses (including professional fees) arising out of any breach of contract by the Servicer in the performance of the Services or any negligent act or omission of the Servicer or any member of the Servicer's staff in course of performing the Services.

12 INSURANCE

- 12.1 The Servicer shall at all times while this Agreement remains in force, effect and maintain insurance against employer's liability, public liability and such other risks as a prudent business person carrying on the Servicer's business would insure against, with a limit of cover in each case of not less than \$ ([1] million US Dollars.)
- 12.2 The Servicer will produce copies of such insurance policies to ServicePower on request, together with such evidence as ServicePower reasonably requires to show that the policies are in full force and effect.

13 DURATION

This Agreement shall remain in force until terminated by either party giving the other not less than three months prior written notice.

14 CONSEQUENCES OF TERMINATION

- 14.1 On termination of this Agreement, the Servicer shall fulfil any Calls which it has accepted prior to the date of termination and ServicePower shall pay the Servicer for all such Services in accordance with the terms of this Agreement.
- 14.2 When all Calls have been completed and all claims processed and paid by ServicePower, ServicePower shall be entitled to disable the Servicer's ability to log-in and access the Website.

15 CONFIDENTIALITY AND PERSONAL DATA

- 15.1 Any confidentiality or non-disclosure agreement entered into between ServicePower and the Servicer shall remain in full force and effect for so long as this Agreement remains in force and for a period of one year after its termination.
- 15.2 The Servicer will notify ServicePower in writing immediately if the Servicer receives notice of any complaint relating to the processing of personal data from a Customer.

- 15.3 The Servicer will notify ServicePower in writing immediately upon receiving a subject access request in relation to a Customer's personal data and will cooperate with ServicePower and the Client in responding to any subject access request received by the Servicer, ServicePower or the Client.

16 NOTICES

- 16.1 Any notice given under this Agreement shall be in writing and may be served by delivering it personally or sending it by first-class post, fax or e-mail to the address and for the attention of the relevant person set out in the Contract Schedule or notified by the parties to each other for the purposes of this Agreement from time to time. Any such notice shall be deemed to have been received:

16.1.1 if delivered personally or sent by post, at the time of delivery;

16.1.2 in the case of fax or email at the time of transmission, provided that the sender can produce evidence that the fax or email was duly transmitted and delivered to the recipient's address.

provided that if deemed receipt occurs on a Saturday, Sunday or public holiday, or after 5pm on a normal working day the notice shall be deemed to have been received at 9am on the next normal working day.

17 FORCE MAJEURE

Neither the Servicer nor ServicePower shall be liable for any delay or failure to perform any of its obligations under this Licence where such delay or failure is caused by circumstances beyond its reasonable control which prevent it from performing the obligations in question. The affected party must notify the other party promptly giving an estimate of the likely period of delay.

18 ASSIGNMENT AND SUBCONTRACTING

The Servicer shall not, without ServicePower's prior written consent, assign or transfer the benefit of this Agreement or any of its rights under it and shall not subcontract the performance of the Services to any third party.

19 WAIVER

The failure to exercise wholly or partially or delay in exercising any right or remedy provided by this Agreement, the Contract Notes or by law does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or the Contract Notes does not constitute a waiver of any continuing breach or of any other breach or default and shall not affect the other terms of this Agreement or the Contract Notes. A waiver of a breach of any of the terms of this Agreement or the Contract Notes will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law. Any waiver, to be effective, must be in writing.

20 UNENFORCEABILITY

If any of the provisions of this Agreement or the Contract Notes is judged to be invalid, illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced, but such provision shall be deemed modified to the

extent necessary in the court's opinion to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties set out in this Agreement.

21 ENTIRE AGREEMENT

- 21.1 This Agreement, in conjunction with the Contract Notes, constitutes the entire agreement between the parties.
- 21.2 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it (including the Contract Notes in relation to a specific Call, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) which it may have relied on in entering into this Agreement. The only remedy available to it shall be for breach of contract under the terms of this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 21.3 This Agreement supersedes and overrides any prior agreement or understanding between the parties relating to any matter governed by this Agreement.

22 VARIATION

No variation of the terms of this Agreement will be valid unless made or confirmed in writing by duly authorised signatories of both parties. ServicePower reserves the right to amend the terms of any Contract Notes at any time, and the Servicer is responsible for ensuring that it is aware of the latest version of the Contract Notes before accepting any Call.

23 GOVERNING LAW

This Agreement shall be governed by an interpreted and construed in accordance New York Law and the parties submit to the exclusive jurisdiction of the New York state courts

ServicePower Dispatch Terms and Conditions

1. Call Process:

1. Accept the service call. All service calls must be dispatched through the manufacturer/TPA.
Payment will not be made on calls not dispatched through the manufacturer/TPA.
2. Contact the customer and diagnosis the unit. If necessary, schedule an onsite visit for diagnosis.
3. Upon diagnosis, determine parts needed and part cost.
4. Create an (AR) Authorization Request for any additional labor, parts and mileage charges.
5. The obligor (MFG. /TPA) will promptly approve or reject the AR.
6. Upon approval of the AR, order the parts and schedule the onsite repair.
7. Repair and test the unit. Obtain a signed completed work order on your form.
8. Claim the labor/mileage amount approved in the AR. Claim the actual parts cost plus markup. ServicePower/SquareTrade will only approve claims that are accompanied by the parts invoice. Any claim exceeding the AR amounts will be rejected.

2. Service Performance:

Service Provider agrees to contact consumer to schedule service, replacement, installation or repair **within 24-hours** of accepting the dispatch request from ServicePower, Inc.

IMPORTANT: If for any reason the service provider cannot service the dispatch, reject the call online or contact SERVICEPOWER.

3. Authorization Request:

All claims that exceed the base labor rate, shown on the dispatch, require prior approval for payment. Claims submitted without an approved Authorization Request (AR) will not be paid by ServicePower/SquareTrade. This includes: additional labor, parts or mileage.

Authorization Requests can be filed online at www.servicepower.com

4. Mileage:

The service provider agrees to cover a twenty (20) mile radius with no mileage charge. Servicer Provider must submit for and receive an approved Authorization Request to be reimbursed for additional mileage.

5. Parts Orders:

Servicers are to order parts directly from the manufacturer or parts distributor. Service Power requires the servicer to add a call note listing: the parts distributor, part PO number, PO date and part ETA. If there are any parts problems please update the call notes and contact ServicePower. Purchased parts will be marked up to cover the cost of taxes and shipping & handling. The parts markup is calculated automatically during the AR process. Markup is calculated from dealer price, or the parts purchase invoice from your part distributor. **The maximum part markup is \$50.00 per part.**

6. Claim Submission:

ServicePower, Inc. is under no obligation to pay claims received after thirty (30) days from the completion date. Claims should be filed online at www.servicepower.com. Claims will be paid 30 days after the end of the submittal month. Incomplete claims must be resubmitted within fourteen (14) days to receive payment.

7. Service Provider Warranty:

The Service Provider shall warrant its work for a period of thirty (30) days from the date of service completion for each product serviced, installed or repaired.

8. Service Provider Rates:

Labor Rates:

Consumer Electronics \$100.00/ Computer Products \$100.00

Major Appliance \$ 85.00

To include trip, diagnosis, and completion of repair. Additional labor can be negotiated on a case-by-case basis via the Authorization Request process.