



AGENCY AGREEMENT for and on behalf of Xero Technology Ltd.

THIS AGREEMENT is made on the day of, 20.....

BETWEEN;

Xero Technology Ltd., The Mill, Kingsteignton road, Newton Abbot, Devon, TQ12 2QA ("the Principal")

AND;

..... ("the Agent")

WHEREBY IT IS AGREED as follows:

1. Interpretation

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. Terms of Agency

2.1 The Principal hereby appoints the Agent as the non-exclusive Agent for the purpose of marketing, promotion and canvassing for sales of the Principal's products to customers resident or carrying on business in the Territory, (as set out in the Schedule to this Agreement).

2.2 This Agreement shall remain in force for the period of Months from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than one (1) Month prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

2.3 The Principal shall pay commission to the Agent in accordance with clause 3 of this Agreement.

2.4 The Principal reserves the right to refuse any orders for the products on any grounds but if the Agent so requests, the Principal shall supply the Agent with reasons for such refusal.

2.5 Nothing in this Agreement or otherwise shall make the Agent an employee of the Principal.

2.6 This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

3. Commission

3.1 During the period of this Agreement the Agent shall be paid commission in accordance with the relevant percentage or percentages set out in the Schedule to this Agreement such percentages to be calculated on the net invoice price of all products sold to customers in the Territory as a result of orders received from the Agent after deduction of all taxes, levies or other deductions of any kind which may be made from the commission or required to be paid by either party in respect of such commission.

3.2 Commission will be paid in respect of each order accepted by the Principal at the end of one (1) Month following the month in which the Principal accepts that order and which is not subsequently cancelled either by the customer or the Principal. Any such cancellations will not affect the commission payable if such cancellation has occurred because of the default or negligence of the Principal.

3.3 The Principal will provide to the Agent a monthly statement of commission due to him and no later than the end of the month following the preceding period.

3.4 Should the Principal deal directly or through another agent with a customer generated by the Agent then the Agent will be entitled to a reduced commission of five percent (5%) in place of the normal commission on the transaction payable in accordance with this clause 3.

3.5 Following termination of this Agreement in accordance with clause 2.2 and clause 6 the Agent shall be entitled to commission on all orders which reach the Agent or the Principal prior to the date of termination and on all orders arising from the Agent's efforts prior to the termination and which have concluded within a period of three (3) Months of the date of termination.

3.6 Unless otherwise agreed the Agent shall not be entitled to reimbursement by the Principal of any out of pocket expenses incurred by the Agent in connection with his duties and responsibilities under this Agreement.

3.7 The Agent or his authorised representative shall be entitled, on giving reasonable prior notice to the Principal to inspect the books of account of the Principal and all other such records or documents necessary to check the amount of commission due to the Agent. The Agent shall keep all such information obtained strictly confidential.

4. Duties and Responsibilities of the Agent

4.1 During the continuance of this Agreement and for a period of six (6) Months after the expiration of this Agreement whilst acting as the Agent for the Principal, the Agent will not act as an agent for or otherwise directly or indirectly market, promote or canvass for products which are similar to or compete or are likely to compete with any of the Principal's products, unless the Agent obtains the Principal's prior consent in writing.

4.2 During the continuance of this Agreement and for a period of six (6) Months after the expiration of this Agreement the Agent shall not manufacture, sell or import into the Territory and goods in competition with the products and shall not be involved or interested directly or indirectly in any such manufacture, sale or import.

4.3 The Agent shall at all times act with all due diligence and act in good faith and follow and observe all reasonable instructions given by the Principal regarding the products and any activities under this Agreement and use his best endeavours to increase the sale of products in the Territory.

4.4 The Agent shall be responsible for his own operating expenses including his own transport and shall, if so required by the Principal maintain and provide at his own expense such offices and premises, administration, marketing and other facilities necessary for the efficient performance of his obligations under this Agreement.

4.5 The Agent shall communicate to the Principal all information relevant or useful for the business of the Principal including competitor activity, product reliability, sales prospects and other marketing information as well as any unauthorised use by third parties of the Principal's trademarks, patents or other intellectual property rights.

4.6 The Agent shall pass on all orders, tenders and requests in respect of the Principal's products to the Principal within a reasonable period of time.

4.7 The Agent shall not during the period of this Agreement or after its termination disclose or permit to be disclosed to any third parties without the prior consent of the Principal and shall use only for the purposes of this Agreement any confidential information, trade secrets or proprietary data concerning the Principal's business or any of the Principal's customers which come or may come to his knowledge by reason of the agency relationship:

4.7.1 Confidential information or trade secrets shall consist of, but not necessarily be limited to: technical, commercial, financial, operational, marketing or promotional information. Proprietary data shall consist of, but not necessarily be limited to: customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans.

4.7.2 The Agent shall not use or permit to be used or register any of the Principal's patents, trademarks, trade or brand names, registered designs or other intellectual property rights without the prior consent of the Principal.

4.8 Save as expressly authorised by the Principal in writing the Agent shall not incur any liabilities on behalf of the Principal nor make any representations or give any warranties on behalf of the Principal, (except to confirm or communicate any terms, conditions or information contained in the Principal's documents) or enter into any contract or agreements on behalf of the Principal or pledge the credit of the Principal.

4.9 The Agent shall immediately inform the Principal of any dispute, proceedings or claim relating to the Principal's business products or affairs and shall follow any instructions given by the Principal in relation thereto, but shall not institute, defend, settle or attempt to settle or make any admissions without the Principal's express authority.

4.10 The Agent shall not expressly or by implication in any negotiations with a customer relating to the Principal's products describe himself as acting in any capacity for or on behalf of or in relation to the affairs of the Principal other than as a canvassing agent.

5. Duties and Responsibilities of the Principal

5.1 The Principal shall provide the Agent with all relevant price lists, booklets, publications, samples, order books, forms, contracts and the like necessary for the Agent to perform his obligations under this Agreement. All such material provided shall remain the property of the Principal at all times and be returned to the Principal on request.

5.2 The Principal shall notify the Agent within a reasonable period of time if it obtains any information to suggest that the volume of sales of the products in the Territory will or is likely to be significantly lower than the Agent could normally expect.

5.3 The Principal shall at all times act dutifully and in good faith in observing and discharging its obligations, responsibilities and duties under this Agreement.

5.4 The Principal shall pay commission to the Agent under the terms of clause 3 of this Agreement. Save for the payment of commission the Principal shall be under no obligation to reimburse the Agent for any expenses incurred in the performance of the Agent's duties.

5.5 Should the Principal instruct the Agent to act on its behalf in relation to any dispute, proceedings or claim in respect of the Principal's products, business or affairs the Principal will indemnify the Agent against any costs, expenses or liabilities incurred by the Agent in so acting except to the extent that such costs, expenses or liabilities arise by reason of the Agent's own negligence or default.

5.6 The Principal may at its absolute discretion carry out its own advertising, marketing or publicity of its products, but shall not tender offers or quotations or enter into any negotiations with a customer in the Territory without the Agent's prior knowledge or consent.

5.7 The Principal shall not be obliged to accept any order, tender or request submitted by the Agent and shall accept the same only at its absolute discretion and on such terms and conditions as it considers appropriate. The Principal shall at the end of each month notify the Agent of all orders for its products procured by the Agent which it has accepted or refused during that month and where requested by the Agent provide details or reasons for the refusal.

5.8 In the circumstances where a customer of the Agent purchases product/s of the Principal via the Principal's website, the customer of the Agent is required to enter a promotional code to inform the Principal that the purchase has taken place by a customer of the Agent.

5.9 In circumstances where the Principal is to supply the products ordered by the Agent's customers direct to the customer the Principal shall at the date of dispatch of the product send a copy of the relevant invoice to the Agent by way of notification of delivery of such products.

6. Termination

6.1 This Agreement may be terminated without prejudice to clause 2.2 if any of the following circumstances arise:

6.1.1 Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains un-remedied for thirty (30) days after notice of such breach has been given by the non-defaulting party.

6.1.2 Where the conduct of the Agent is likely to have a serious or detrimental effect upon the Principal's business, products and affairs.

6.1.3 Either party is unable to pay or has no reasonable prospects of paying their debts the amounts or aggregate amounts of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986 or enters into a compromise for the benefit of their creditors or being a company becomes subject to an administration order or goes into liquidation or has a receiver of any of its property or assets appointed or ceases or threatens to cease to carry on business.

6.1.4 Where the Agent commits any acts of dishonesty, fraud or theft.

6.2 Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.

7. Compensation & Indemnity

7.1 Under the Commercial Agents (Council Directive) Regulations 1993 the Agent shall be entitled to an indemnity where the Principal terminates this Agreement, but continues to derive substantial benefits due to the increase in business from existing customers or new customers where either are generated by the Agent and where such an indemnity is equitable.

7.2 Any indemnity payment shall not exceed a figure equivalent to the Agent's average commission payments for one year. The payment to be calculated based upon the average commission payments earned by the Agent over the preceding five years. Where this Agreement has run for less than five years, the average will be taken over the years that the Agreement has run.

7.3 The payment of an indemnity shall not prevent the Agent from seeking damages for the loss of this Agreement or the inability to amortize the costs and expenses incurred by him in the performance of this Agreement on the advice of the Principal.

7.4 Entitlement to compensation and/or an indemnity shall also arise where this Agreement is terminated by the Principal due to the death of the Agent.

7.5 The Agent must inform the Principal of his intention to seek such damages and/or an indemnity within six (6) months of the termination of this Agreement. If the Agent fails to do so he will lose the right to make a claim and/or seek an indemnity.

8. Force Majeure

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least ninety (90) days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

9. Notices

9.1 Any notice given by any of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, first-class post, telex or facsimile transmissions to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the party's to each other.

9.2 Any such notice shall be deemed to be effectively served as follows:

9.2.1 In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.

9.2.2 In the case of service by telex or facsimile transmission on the next working day.

10. General

10.1 IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

10.2 The Schedules to this Agreement constitute an integral part thereof.

10.3 Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

10.4 No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

10.5 This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

10.6 Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

11. Jurisdiction

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

Principal;

Company: Xero Technology Ltd.

Print name: Position:

Signed: Date:

Agent;

Company:

Print name: Position:

Signed: Date:

Schedule

Products

The Agent will market, promote and canvass for sales for the following products:

- | | | |
|---------------------------------|------------|------------------|
| 1. Xero ePedal Traveller | RRP | £599.00 |
| 2. Xero eScooter Classic | RRP | £1,499.00 |
| 3. Xero eScooter Urban | RRP | £1,499.00 |
| 4. Xero eScooter Hybrid | RRP | £1,999.00 |
| 5. Xero eHelmet Fighter | RRP | £49.99 |

Territory

The geographical area of the customer base of the Agent will be:

Commission

The Agent will be entitled to the following percentage of the net invoice price of each product sold:

Ten percent (10%)