

Outline terms of the Agency Contract for Staytalking UK Limited

1 Parties

- (1) StayTalking UK Limited (the Principal)
- (2) Agent

2 Non-exclusive

You will be one of a number of Agents working for the Principal.

You will sell a designated range of products for the Principal.

3 Agent's Territory

To be defined by postcode location.

4 Duties of the Principal

- (a) to provide the necessary information relating to the products;
- (b) to inform the Agent if it does not want to accept an order negotiated by the Agent;
- (c) to inform the Agent if there will be supply difficulties or price alterations to the product or alterations to the terms of business to be issued to the customer; and
- (d) to inform the Agent if it intends to sell directly to customers in the Agent's Territory.

5 Duties of the Agent

- (a) to describe himself as a sales agent or selling agent of the Principal;
- (b) not to actively sell outside of the Territory without the prior written consent of the Principal;
- (c) not to bind the Principal to any contract. An order taken by the Agent shall not be binding on the Principal unless it has accepted it;
- (d) to keep the Principal fully informed of his activities;
- (e) to inform the Principal of any complaints;
- (f) to maintain a list of customers (including the location of each machine sold) and potential customers for the products in the Territory;
- (g) not to give any guarantee or make any representations or warranties in respect to the products that he is selling;

- (h) to communicate to the Principal all the information available to him;
and
- (i) to comply with reasonable instructions given by the Principal.

6 Duration of the Agency Contract

Fixed term of [12] months, terms of which are subject to quarterly review.

7 Products

Mobile Phone commercial charging units.

Model No's: -

CLY 8 8 charging wires, continuous charge, no coins accepted, table top use only.

CLY 8B 8 charging wires, continuous charge, no coins accepted, taxi, coach application.

CLY 10 10 charging wires, 20 minutes charge, coin mechanism, wall mounted or table top use.

CLY 12B 12 charging wires, 20 minutes charge, coin mechanism, wall mounted or table top use.

CLY 1212 charging wires, 20 minutes charge, coin mechanism, free standing.

CLY 18 18 charging wires, 20 minutes charge, coin mechanism, free standing.

8 Minimum level of sales

25 machines per month.

9 Commission and Payments

Fixed commission on all sales of 15%, plus 10 advertising slots (each 10 seconds in length)

OR

Fixed Commission on all sales of 20%

No sliding scale.

10 Grounds for Termination

- (a) the Agent commits a breach of the terms and conditions of the Agency Contract that cannot be remedied;
- (b) failure to meet the minimum level of sales;
- (c) bankruptcy; and
- (d) ill health.

11 Confidentiality and Competition

The Agent must not disclose any confidential information given to him by the Principal during the duration of his term.

The Agent must not deal in or market competing products.

12 Non-assignment

The Agent will not be able to sub- contract or delegate any of his obligations to a third party or agent without the prior permission of the Principal.