

Agreement for services between:

1. Vibrant Energy Matters Ltd, Company no. 06755736

and

2. TM GROUP (UK) LIMITED

Vibrant Energy Matters Ltd Obligations:

Vibrant Energy Matters Ltd agrees and confirms that it:

- Will provide the required services with the highest professional standards.
- Has access to, and will use Etech, Quest Xit2, (or any similar web based system specified), which may be integrated with the clients' software where possible.
- Will respond to e-mails, faxes and telephone calls within one working day of receipt.
- Will notify the client promptly if it should, for any reason, be unable to accept instructions for the services required.
- Will fulfil the requirements of our Energy Assessors Accreditation Scheme and will hold a current licence to operate as an Energy Assessor.
- Will inspect the property within 4 working days of receipt of the request for the services subject to access to the property being available and an acceptable agreement for payment having been received.

The Client Obligations:

The Client agrees:

- To offer instructions for the services to Vibrant Energy Matters Ltd on a preferred supplier basis.
- To ensure that it is Data Protection legislation compliant and has been authorised by their client to transmit their details to Vibrant Energy Matters Ltd.
- The client will pay Vibrant Energy Matters Ltd for the services in accordance with the fee scale agreed in writing by both parties.
- The client will pay the agreed fee to Vibrant Energy Matters Ltd for every order placed by them or by a representative of their business.
- The terms of business shall come into effect on the 1st February 2011
- Either party may by notice in writing immediately terminate these terms of business by giving 30 days' notice.
- Properties of an unusual construction should be priced on application; failing this, retrospective charges may need to be applied.

Vibrant Energy Matters Limited

2, Foxes Lane, Oakdale Business Park

Blackwood, Gwent NP12 4AB

T. 0845 094 5192 F. 0845 094 5196

E. enquiries@vibrantenergymatters.co.uk

Indicate below any products or services that have been agreed outside of the standard fee structure, giving reasons why and attach relevant correspondence:

Floor Plans

Inventories

Non Domestic EPCs

Air Conditioning Inspections

Other:

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Initials of the VEM Director who authorised this variation

Signed on behalf of Vibrant Energy Matters Ltd

Signed

Print Name Mike Wayman

Position Managing Director

Dated 15 February 2011

I confirm that I have read and accept the terms and conditions of business set out in this contract:

Signed on behalf of

Signed

Print Name

Dated

Please initial attached standard fees schedule