

SWITCHFAIR / DUKE LEADS

PREPAID GROSS FUEL AGREEMENT

This Agreement is made between SwitchFair, Priorwood House, Melrose, Scotland TD6 9EF ("SwitchFair") and Duke Leads - FZCO, company number 6245, DSO-IFZA, IFZA Properties, Dubai Silicon Oasis, UAE ("Duke").

1. Commercial arrangement. SwitchFair will prepay Duke for agreed quantities of Gross Fuels ("GFs"). The initial rate is £10 per GF. That rate applies only to the initial order. The rate and quantity for each future order will be agreed in writing, including by email, before that order is funded. Neither party is obliged to place or accept a future order.

2. Gross Fuel and payment point. A GF is an individual gas or electricity fuel which has completed the agreed customer journey, completed the 48-hour hold/opt-out period without cancellation, been submitted to the agreed energy switching/fulfilment platform and appears on the platform dashboard/report available to SwitchFair. Duke earns the agreed GF rate when the GF appears on that dashboard/report. An attempted submission which does not appear there is not billable.

3. Downstream risk. Once a GF has become billable under clause 2, Duke's payment is final and is not subject to clawback because the fuel later fails to switch, is rejected, objected to or cancelled, or does not become a Net Fuel. SwitchFair takes that downstream risk. This does not prevent correction of genuine duplicates, fraud or manifest reporting errors.

4. Prepayment. Each billable GF reduces the prepaid balance by the agreed GF rate. Duke may deliver while sufficient prepaid funds remain and may pause when the balance is exhausted until SwitchFair tops it up. Any unused balance rolls forward. If the arrangement ends, any unused prepaid balance remaining after GFs already earned have been accounted for will be refunded to SwitchFair.

5. Customer journey and 48-hour opt-out. Duke will operate the agreed customer journey and 48-hour opt-out process. SwitchFair may reasonably require changes needed to meet supplier/platform requirements or to ensure customers are properly informed. These are to be briefed in after each order. Duke will provide SwitchFair with a live or continuously updated shared spreadsheet showing each opt-out SMS, delivery status and any customer reply or opt-out and date and time stamp.

6. Journey verification. Duke will provide additional verification fields with the sales data including opt in url, IP address, user agent, landing time, submission time and browser fingerprint. This is for quality, supplier-compliance and complaint verification only and gives SwitchFair no ownership or control over Duke's technology, acquisition channels or customer systems.

7. Separate from historic Energy Shop business. This is a new arrangement between SwitchFair and Duke only. It does not amend, terminate, release, set off against or otherwise affect any historic agreement, transaction, commission, payment or amount due between Duke and Energy Services Online Limited / The Energy Shop, including any amounts outstanding to Duke.

8. No exclusivity. Nothing in this Agreement appoints SwitchFair as Duke's exclusive energy broker or restricts Duke from working with other parties. Duke remains free to own, operate and use its technology and acquisition channels independently.

9. Termination. Either party may end this arrangement on 30 days' written notice, or immediately for a material breach not remedied within 14 days of written notice. Termination does not affect GFs already earned or clause 7.

10. General. Each party will comply with applicable data-protection law and keep the other's non-public commercial and customer information confidential. Neither party may bind the other. This Agreement is governed by English law and the courts of England and Wales have exclusive jurisdiction. Commercial orders, rates and operational changes may be agreed by email.

SIGNED for SWITCHFAIR Signature: PJ Darling Name: Peter John Darling Date: 04/09/21
PJ Darling (Sep 4, 2026 16:06:46 GMT+1)

SIGNED for DUKE LEADS - FZCO Signature: Charles Duke Name: Charles Duke Date: 05/09/21