

Energy Efficiency Network Europe Agreement.

This agreement (the "Agreement") dated as of [...] January 2016, is made and entered into by and between:

Factor4 bvba, represented by Sven Wuyts, Managing Partner, with its registered office at Kruisstraat 127, 2570 Duffel, Belgium and enterprise number BE 0884.068.589, (hereinafter referred to as the "Coordinator"),

and

[...] represented by [...], [...], with its registered office at [...], (hereinafter referred to as the "Associate").

Hereinafter, the Coordinator and the Associate shall be collectively referred to as the "Parties", and "Party" shall mean any one of the Coordinator or the Associate as applicable in the context in which the term is being interpreted.

Whereas:

- A. Parties are firms specializing in energy efficiency services.
- B. The Coordinator has created the International EPC+ platform in the framework of the H2020 co-funded EPC+ project. The objective of the EPC+ project is the development and establishment of SPINs (SME Partnerships for Innovative Energy Services) and of an international EPC+ platform.
- C. The international EPC+ platform is an international 'market place', where - according to commonly agreed rules – its members can safely exchange valuable know-how and develop Energy Performance Contracting models and SPIN-concepts. It is a collaborative network (hereinafter referred to as "Network"), of firms (hereinafter referred to as "Member" or "Members"), with the objectives to strengthen the capacity of each Member to offer energy efficiency services, to promote the services of each Member and to serve as an international platform for the exchange of information and the sharing of business opportunities and tools between Members.
- D. The initial focus of the Network was on energy audit services in the framework of Art. 8 of the EU Energy Efficiency Directive. As from the beginning of 2016 other topics will be added and the focus will shift to more innovative services including Energy Performance Contracting and related services.
- E. The 'Energy Efficiency Network Europe' is the commercial name of the International EPC+ platform.
- F. The Associate wishes to join the Network as a Member.

Now therefore, in consideration of the foregoing, the Parties agree as follows:

1. Network members

- 1.1 The Network is open to firms that are providing energy efficiency services. These firms can be enterprises participating in the EPC+ project or enterprises outside the EPC+ project consortium. Members are by preference Small or Medium Sized Enterprises as defined in the EU Commission Recommendation 2003/361/EC.
- 1.2 The Coordinator will invite firms in other European member states to join the Network.
- 1.3 The Coordinator will give preference to firms that are present in one or maximum two countries of which only one large country (e.g. Germany with Estonia but not France together with the UK).
- 1.4 The Network will have by preference a maximum of one Member in each EU country with the exception of maximum 3 Members in Germany and maximum 2 Members in France, UK, Italy, Poland and Spain. The maximum number of Members in a EU country could be increased if this is needed for the good working of the Network, if requested by the European Executive Agency for SMEs (EASME) or by the EPC+ project consortium or by the initial Member(s). The Coordinator shall consult the existing Member(s) in a EU country prior to the decision to increase the number of maximum Members in that country.
- 1.5 The Coordinator will be a Network partner for Belgium and the Netherlands.
- 1.6 The Associate will be a Network partner for [country].

2 Network organization and obligations of the Coordinator

- 2.1 Each Member including the Associate is allowed to contact other Members directly. The Coordinator will send to the Associate a contact list of other Members as well as updates of this list at regular times.
- 2.2 Each Member can act as a principal and/or as a subcontractor of other Members for the provision of energy efficiency services.
- 2.3 The Coordinator will organise common web meetings at regular times to facilitate the communication and transactions between Members.
- 2.4 The Coordinator will maintain a common web based platform (e.g. Google Drive) to share and store common documents and supporting tools. Each member will have access to that platform.
- 2.5 The Coordinator will setup and maintain a website (www.energyefficiencynetwork.eu). Members will have access to one or more webpages on this website to mention and change information on contact address, services and news about the Associate.
- 2.6 The Coordinator has created a common Network logo.

3 Obligations of the Associate

- 3.1 The Associate (or employees/partners of the Associate) must be able to conduct energy audits in the framework of the transposition of Art. 8 of the Energy Efficiency Directive in its member state(s) or/and provide energy efficiency services. Where the Associate fails or anticipates that it is likely to fail to conduct mandatory audits it shall notify the Coordinator.
- 3.2 When the Associate provides services on a sub-contract basis to another Member, it shall perform these services in accordance with good professional practice.

- 3.3 The Associate will make a web link on its own website to the Network website.
- 3.4 The Associate will mention the Network logo on all its external documents related to services based on common services with other Members and on Network documents developed and shared by other Members.
- 3.5 The Associate will inform the other Members via the Coordinator about the mandatory energy audits legislation and related aspects in its EU country.
- 3.6 The Associate will inform the Coordinator about transactions with other Members and this on a monthly basis or when requested by the Coordinator. The information about transaction disclosed to the Coordinator can be limited to non-confidential information and will only be used by the Coordinator for the evaluation of the International EPC+ platform and Network and anonymous reporting in the framework of the EPC+ project.

4 Duration and Termination

- 4.1 This Agreement shall enter into effect on the date on which it is signed by the Parties.
- 4.2 The Associate can terminate the Agreement for any reason whatsoever and at any time by giving notice to the Coordinator.
- 4.3 The Coordinator can terminate the Agreement at any time if the Associate becomes insolvent, ceases trading or is otherwise unable to meet the obligations under this Agreement.
- 4.4 The Coordinator may terminate the Agreement for any reason whatsoever for the first time in January 2016 or in January of each of the following years. The termination will enter into force one month after the Coordinator has communicated the termination to the Associate.

5 Network fee

Membership of the Network for enterprises belonging to the EPC plus consortium will be for free for the duration of the EPC plus project.

6 Governing Law and Judicial Competence

This Agreement shall be governed by and interpreted in accordance with the laws of Belgium and the parties hereto accept the exclusive jurisdiction of the courts of Brussels.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each party acknowledging receipt of one (1) fully-signed original.

The Coordinator,

The Associate,

represented by

represented by