## Overview

This Agreement is dated \*\*\*\*\*\*\*\* (the “Effective Date”) and made between:

myenergi Distribution Ireland Ltd, registered in Ireland with company number 683564, whose registered office is at: 18 Herbert Street, Dublin 2, D02 FK19 (“myenergi Ireland” “myenergi”)

and

\*\*\*\*\*\*\*\* registered in Ireland with company number \*\*\*\*\*\*\*\*, whose registered office is at: \*\*\*\*\*\*\*\*

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 (“Product Champion”).

This pack contains the following documents:

1. Product Champion Charter; and
2. Product Champion Licence, Brand Guidelines, and Marks.

The membership of the Product Champion Scheme shall be governed by the above documents and shall prevail above any other terms and conditions which may be issued by myenergi Ireland.

I have read, understand, and agree to abide by the terms and conditions set out in each of the above documents:

Signed for and on behalf the Product Champion:

|  |  |  |  |
| --- | --- | --- | --- |
| Print name: |  | Position: |  |
| Signature: |  | Date: |  |

## Product Champion Charter

# Purpose

* 1. This Product Champion Charter (“Charter”) sets out the requirements and ways of working for an installer or organisation to become a member of myenergi Ireland’s Product Champion Scheme.
	2. Consistently working in accordance with the requirements and ways of working set out in the Charter recognises the professional standards and superior quality of the Services Product Champions provide, for the provision of myenergi Ireland’s “Products”, which include, but are not limited to **zappi, eddi, libbi and harvi (plus associated accessories),** as may be amended from time to time. “Services” shall mean the installation of the Products and any ancillary services as may be required therefor.

# Requirements

* 1. Where a Product Champion is an organisation, references in this document to Product Champion include the employees and sub-contractors of the organisation, as applicable in the circumstances. As such, all employees and sub-contractors of Product Champions shall be made aware of the Charter and its content and abide by the Charter.
	2. Product Champions will pay the utmost regard to the standing and reputation of myenergi Ireland and shall not do anything (by act or omission) which may damage the reputation, bring into disrepute, attract adverse publicity, or harm the confidence of the public in myenergi**’s**, Products, or Services.
	3. Company Requirements

Have in place, as a minimum, the following levels of insurance:

* + - 1. Employers Liability - £2M (where applicable)
			2. Public Liability - £2M
			3. Professional Indemnity - £250k
	1. Be a member of an appropriate Competent Persons Scheme (e.g. NICEIC or NAPIT) for Part-P electrical works.
	2. Have a signed, legally binding contract in place with customers in line with applicable consumer protection legislation before undertaking works.
	3. Hold a Waste Carriers Licence and be responsible for removing any surplus materials or waste products from customers premises.
	4. Always comply with relevant legislation, rules, regulations, and applicable applications and notification requirements including:
		1. Distribution Network Operator (DNO):
			1. Application to connect and notify requirements for EVSE and ASHP installations; and
			2. G98, G99, and G100 application and notification requirements for embedded generation and import/export load curtailment schemes.
		2. Relevant building control notification requirements (e.g. Part-P).
	5. Provide a minimum workmanship warranty of 3-years on all myenergi product installations.
	6. Agree to follow the myenergi Brand Guidelines and accept the terms of the Intellectual Property licenced rights set out in Part C below.
	7. Commitment to Corporate Social Responsibility requirements including:
		+ 1. Operations are run in a sustainable and ethical way, so as to prevent emissions to air, water or land.
			2. All forms of child labour, modern slavery, forced and indebted labour or work carried out under threat of punishment or compulsion are unacceptable.
			3. As a minimum, statutory wages are paid to employees and applicable working time legislation is followed. In addition, myenergi Ireland encourages all Product Champions to pay living wages to their employees.
			4. Product Champions must not take part in or tolerate any kind of corruption, bribery, extortion, misappropriation or obtain any improper or inappropriate advantage.
	8. Comply with data protection laws and requirements (including the Irish Data Protection Act 2018 and UK GDPR) when processing any personal data.
	9. Have essential health & safety measures in place and run operations in a way that systematically prevents serious accidents or incidents.
	10. Keep adequate records of product serial numbers, allocated to each customer.
	11. Provide written confirmation to myenergi Ireland at least once per year that:
		+ 1. it has appropriate systems in place to monitor its compliance with this Charter; and
			2. It is able to comply with the charter.
	12. Individual Installer Requirements

Each installer **shall**:

* + - 1. Have completed up to date training with the myenergi Ireland training team for all products they install.
			2. Register all installations with myenergi through the User App and on our Installer Portal (as available).
			3. Provide basic product handover training to end customers for all installations.
			4. Only install products which **they are trained and** competent to install.

# Ways of Working

* 1. As a myenergi Ireland Product Champion you agree to:
		+ 1. Be polite, courteous and treat customers fairly.
			2. Strive to deliver an exceptional service to your customers.
			3. Champion myenergi products with your customers.
			4. Commit to undertaking manufacturer training for third-party products where available.
			5. Commit to be the first point of contact for your end customer post installation queries and support.
			6. Take a systematic approach to installations keeping records of works (e.g. installation photos).
	2. The Product Champion will undertake their work with the best care, skill and diligence, and in accordance with the standards appropriate to the nature of works undertaken, to their industry best practice, profession or trade. These may include, but not be limited to:
		+ 1. Construction (Design and Management) Regulations 2015
			2. Health and Safety at Work etc Act 1974
			3. NASC TG20 (Scaffolding)
			4. BS534 (Roofing)
			5. BS7671 The Wiring Regulations (Electrical)
	3. The Product Champion will follow all manufacturers’ instructions for the products they install. If uncertain about the requirements as detailed in the instructions, guidance will be sought from the manufacturer.
	4. The Product Champion commits to providing excellent service levels to their customers. The following service levels (SLAs) are an example of what myenergi Ireland believes excellent customer service looks like:
		+ 1. Respond to customer sales enquiries within 2-business days.
			2. Provide quotations to customers within 5-business days of receiving the required information or having completed a survey.
			3. Offer an installation appointment within 30-business days of contracting with domestic customers, subject to obtaining any required permissions and completion of any preliminary works (e.g. DNO Application to Connect and installation of supply isolator).
			4. Complete domestic installation works within 5-business days.
			5. Respond to customer aftercare support enquiries, directly, within 1-business day.
			6. Undertake and required aftercare service, maintenance, or remedial works within 5-business days.
	5. Consistent failure to deliver excellent customer service levels may give rise to termination of scheme membership.

# General Terms

* 1. **Variation**

myenergi Ireland may vary the terms of this Charter from time to time with notification in writing to the Product Champion.

* 1. **Charges and Liabilities**

Except as otherwise provided in the Charter**:**

* + - 1. the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Charter; and
			2. both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's or subcontractor’s actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Charter.
	1. **Term and Termination**
		1. This Charter shall grant membership to the Product Champion Scheme and have effect from the date on which it was entered into and shall expire after 12 months unless otherwise renewed in writing or terminated by myenergi Ireland in accordance with this Charter (the “Term”).
		2. myenergi Ireland reserves the right to remove with immediate effect Product Champion status from any Product Champion who deviates persistently from or breaches this Charter in a material way.
		3. Either party may give notice in writing to the other to withdraw from the Product Champion Scheme with immediate effect if:
			1. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
			2. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
	2. **Intellectual property rights**

**A**ny and all Intellectual Property Rights existing in the Products and Servicesas the date hereof shall remain the exclusive property of myenergi (“myenergi IPR”) as applicable. myenergi grants to the Product Champion an irrevocable, royalty-free, non-exclusive, worldwide right and licence for the Term to use the Myenergi IPR in, and to the extent necessary, to undertake the installation works. The Licenced Rights are set out in Part C below.

* 1. **Non-solicitation**

To protect myenergi Ireland’s legitimate business interests, the Product Champion shall not (and shall procure that any of their employees, sub-contractors, associates or any other party shall not) solicit or entice away (or attempt to solicit or entice away) the business or custom of any customer or employee of myenergi Ireland.

* 1. **Audits**

myenergi Ireland reserves the right to periodically audit installations undertaken by the Product Champion. Should myenergi Ireland request to undertake a site audit, the Product Champion will support us by facilitating this with their team.

* 1. **No Partnership or Agency**

Nothing in this Charter is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

* 1. **Announcements**

Save for as contemplated herein in order for the Product Champion to provide the Products and Services, **neither** party shall make, or permit any person to use the other party’s name or logo in any promotion, marketing or announcement, or make any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties, except as already provided by the Charter, including the Licensed Rights set out at clause 4.4 , required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

* 1. **Governing law**
	2. This Charter shall be governed by and construed in accordance with the law of Ireland and Northern Ireland.
	3. **Jurisdiction**
	4. Each party irrevocably agrees that the courts of Ireland and Northern Ireland shall have exclusive jurisdiction in connection with this Charter, or its subject matter or formation.

## Product Champion Licence, Brand Guidelines, and Marks

## Licence

The following words have the following meanings:

**Brand Guidelines**: the guidelines prepared by myenergi relating to the use of the Marks available on Schedule 1.

**Intellectual Property**: all Trade Marks (including without limitation the Marks), goodwill, registered designs, patents, design right, copyright (including copyright in computer software), inventions, trade secrets and other confidential information, know-how, and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the above rights and the right to sue for past infringements of any of the above rights owned by myenergi.

**Marks**: the marks set out in Schedule 1 (as may be amended from time to time).

**Territory**: Great Britain.

# Licensed rights

* 1. myenergi hereby grants the Product Champion (subject to its obligations under this Agreement) as sole licensee, a royalty-free, non-exclusive, right and licence in the Territory, for the Term, to use the Intellectual Property (specifically, the Marks set out in Schedule 1 below) in, and to the extent necessary for, the purposes hereunder.
	2. myenergi does not give any warranty or guarantee as to its rights in, or the validity, existence, extent or enforceability of any of the Intellectual Property or that their exploitation or use in any part of the Territory does not infringe the rights of any third parties. The Product Champion is responsible for ensuring its use of the Intellectual Property does not breach or infringe applicable laws, regulations or third party rights.
	3. It is fundamental to the Product Champion’s appointment and continuance as myenergi Ireland’s Product Champion under this Agreement that it respects and upholds the aims principles and purposes of myenergi at all times and makes best use of the Intellectual Property as a means of pursuing such purposes. In particular, the Product Champion may only use the Intellectual Property in a manner which:
		+ 1. complies with the Brand Guidelines as set out in the Product Champion Toolkit below;
			2. does not and is not likely to damage the goodwill in the Marks;
			3. does not conflict with the aims, principles and purposes of myenergi Ireland or impede its ability to carry them out; and
			4. is not misleading and does not impose or create any significant liability on the myenergi Ireland.
	4. Any goodwill in the Marks accruing as a result of the activities of the Product Champion under this Licence shall accrue to and be held in trust by the Product Champion for myenergi Ireland and shall revert to myenergi Ireland on termination of this licence.

# Obligations of the Product Champion

* 1. The Product Champion shall:
		1. Unless otherwise instructed by myenergi Ireland in writing, at all times use the myenergi name as part of its main visual identity and in accordance with the Brand Guidelines.
		2. Provide to myenergi any information relating to the Product Champion's use of the Intellectual Property which myenergi may request and assist myenergi in maintaining and securing myenergi’s continued rights in the Intellectual Property.
		3. On request of myenergi execute any necessary documents to record it as the licensee of the Marks on any register (including in respect of applications which mature into registrations during the Term) and to cancel any such entry as myenergi may require on termination of this Agreement, for whatever reason.
		4. Take all reasonable steps at the expense of myenergi to transfer to myenergi any right, title or interest the Product Champion has acquired or may in the future acquire to use or exclude others from using as a trade mark or otherwise any name incorporating the Marks or the Myenergi name or any design, logo or symbol adopted by Myenergi from time to time.
		5. Upon request, reimburse myenergi for its reasonable expenses incurred in obtaining and maintaining registration of the Marks in the country in which the Product Champion is based and recording of this agreement or any other agreement if required by law in that country or any other applicable jurisdiction.
	2. The Product Champion shall not without myenergi’s consent permit any other person during or after the Term in any part of the world to use or register, or attempt to use or register, or claim rights in any of the Marks or any words, marks, designs, logos, names or images similar to or likely to be confused or associated with the Marks.
	3. The Product Champion shall not and shall not permit any other person to:
		1. Exploit or make any use of the Intellectual Property other than as authorised under this Agreement.
		2. Do or omit to do anything which would or may jeopardise or invalidate any registration of the Marks or which may assist or give rise to an application to remove the Marks from any trade marks register or which might prejudice the right or title of Myenergi to the Marks.
		3. Make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Intellectual Property except under the terms of this Agreement.
		4. Make any public announcement relating to myenergi without the prior written or emailed consent of myenergi.

## Schedule 1 - Brand Guidelines and the Marks

Our Product Champion brand toolkit and assets are available for download here (click on the image):

