

FAST Trader Agreement

Contract Details

Agreement

This Agreement is comprised of:

- the Contract Details set out below;
- the General Terms attached to the Contract Details

This Agreement sets out the terms and conditions that govern the provision of Services to the Purchaser, and the Purchaser's obligations in relation to the provision of Services by Metra to the Purchaser.

Contract Details

Metra	<p><i>Metra Information Limited</i> 30 Salamanca Road Kelburn PO Box 722 Wellington New Zealand</p>	<p>Contact Person Attn: Tony Ramsay Email: tony.ramsay@metra.info Tel: +44 161 408 2670</p>
Purchaser	<p><i>Your company Name & Address here</i> <i>Contact Person Details Here</i></p>	
Services	<p>Secure access to web based FAST Trader (UK Gas) at www.metra-fasttrader.com</p> <p>Optional forecast briefing service, summarising model runs overnight delivered by 0700 local time UK. Service runs Monday to Friday, Winter only (1st October to 31st March)</p>	
Term		
Charges (optional service tick if required)	<p>£10,000 per year for company use of Services if agreement signed before 29th January 2010 (early bird); £13,000 per year for company use of Services if agreement signed on or after 29th January 2010.</p> <p><input type="checkbox"/> Forecaster Briefing Service (<i>Optional</i>). £1,000 per winter. <i>All charges are subject to VAT and are invoiced annually in advance.</i></p>	
Permitted Purpose	<p>For the Purchaser's own internal use for its energy trading business.</p>	

Execution

Signed for and on behalf of
Metra Information Limited by:

Signed for and on behalf of Purchaser

 Authorised signatory

 Authorised signatory

 Name

 Name

 Position

 Position

 Date

 Date

FAST Trader Licence Agreement

General Terms

1. APPLICABILITY

1.1 The Agreement applies to the supply of Services between Metra and the the Purchaser and shall not be deemed or construed to be modified, cancelled or waived in whole or in part except by written agreement of Metra and the Purchaser (the "Parties").

2. SERVICES TO BE PROVIDED

2.1 Metra shall provide the Services at the time and at the level of frequency as the case may be (as may be described and set out in Contract Details).

2.2 No persons other than the Contact Persons (as set out in Contract Details) are authorised under this Agreement to request or accept any modifications, whether of a minor or major nature, in any regard whatsoever to this Agreement.

3. TERM

3.1 The Agreement shall commence on the day it is signed by the Parties, and it shall continue thereafter until the date specified in the Contract Details or if none is specified until terminated in accordance with Clause 11.

3.2 If no termination date is specified the Agreement will continue until terminated by either party on three month's written notice or in accordance with Clause 11.

4. USE AND DISSEMINATION OF INFORMATION

4.1 The Purchaser shall use any information received as part of the Services ("Information") in a professional and responsible manner and shall not do any act matter or thing which might cause Metra to come into disrepute.

4.2 The Parties agree that the Purchaser is obtaining the Services and Information solely for the purpose set out in Contract Details, and the Purchaser shall not use the Services or the Information for any other purpose whatsoever without the prior written consent of Metra.

5. PAYMENT

5.1 The Purchaser shall pay Metra the charges (set out in Contract Details – charges, plus VAT if applicable). The fees may be varied by Metra from time to time by written notice.

5.2 Payment of all moneys will be made by the 20th of the month (the "Due Date"), without set off or deduction of any kind, following the date of invoice. In the event of payment not being received by the Due Date Metra reserves the right to charge interest on the unpaid sum at a rate of 5% above Metra banker's commercial overdraft rate from the Due Date until date of payment.

6. DELIVERY

6.1 Metra will use its best endeavours to provide the Services in a timely fashion but shall be entitled to cancel or suspend delivery of the Services in the event of any delay or non-performance due directly or indirectly to wars, strikes, lock-outs, delays, acts of God, technology failure, communications line failures or any other cause (whether similar or dissimilar) beyond the reasonable control of Metra.

The Purchaser shall have no claims whatsoever against Metra in consequence of any such cancellation or suspension.

6.2 Metra may suspend the Services to undertake routine or urgent maintenance of the systems underlying the Services. However, Metra will endeavour to always carry out such maintenance outside standard business hours.

7 EXCLUSIONS AND LIABILITY

7.1 The Purchaser acknowledges the uncertainty inherent in forecast predictions and agrees that, subject to sub-clause 7.2, Metra shall not be liable for any direct, indirect or consequential loss, damage, or expense incurred by the Purchaser or a third party as a result of the Services or Information provided as part of the Services being or purportedly being wholly or partially incorrect whether through the negligence or otherwise of Metra or its employees or agents and the Purchaser indemnifies Metra for any loss suffered by Metra as a result of the provision of Services to the Purchaser including any on-supply to a third party.

7.2 All conditions and warranties expressed or implied by statute, common law, equity trade custom or usage or otherwise, are hereby expressly excluded to the maximum extent permitted by law. Where so permitted the liability of Metra for a breach of condition or warranty that cannot be excluded is limited at Metra's option to Metra supplying the Services in question again or paying the cost of having the services supplied again.

7.3 If not withstanding the exclusions and liability limitations in this Agreement Metra is held or found to be liable to the Purchaser for any matter relating to or arising in connection with this Agreement, whether in contract, negligence, or otherwise, the amount of damages recoverable against Metra for all events, acts or omissions will not exceed in aggregate the amount payable by the Purchaser for

the Services or Information to Metra in respect of the particular Service to which the liability relates.

7.4 Metra shall not be liable for any amounts for loss of income, profits, savings, data, or for any indirect, incidental, consequential or punitive damages of any party, including third parties.

8. WARRANTIES

8.1 The Purchaser warrants that it is acquiring the Services for business purposes and the New Zealand Consumer Guarantees Act does not apply to the supply of the Services under the Agreement.

8.2 If in any case the supply of Services is not a supply for business purposes in terms of the New Zealand Consumer Guarantees Act, then any terms in this Agreement which limit or are contrary to the applicable guarantees and remedies contained in the Consumer Guarantees Act shall be deemed to be deleted from this Agreement for the purposes of that Act.

9. COPYRIGHT AND PROPRIETARY RIGHTS

9.1 Metra shall remain the owner of the copyright and all other proprietary rights which may subsist in the Services and the Information. The Purchaser shall not challenge Metra's claim to ownership of such rights either during or after the term of the Agreement.

9.2 Each party shall retain its respective title and proprietary rights in all preexisting developments, concepts, designs, inventions, modifications, procedures, layouts, reports and other information and intellectual property and adaptations, deviations or translations of such information or intellectual property provided or made available by either party in the course of performing services under this Agreement.

9.3 All intellectual property rights relating to the software, systems, methodology and processes used by Metra in the supply of the Services and performance of its obligations under this Agreement including in relation to Metra property, are the sole property of Metra and shall be held in the strictest confidence by the Purchaser.

10. ASSIGNMENT

10.1 The Purchaser may not assign or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of Metra.

11. TERMINATION

11.1 If the Purchaser breaches any provision of this Agreement then Metra may by written notice to the Purchaser terminate this Agreement immediately. If this occurs all liabilities of Metra to the Purchaser shall cease immediately without prejudice to Metra's other rights and remedies available at law.

12. VARIATION

12.1 Metra reserves the right to change the terms of this Agreement at any time by giving written notice to the Purchaser. If the Purchaser does not agree to any such variation it may give notice of termination within seven days failing which the terms of this Agreement shall be deemed modified by the variation notified by Metra.

13. GENERAL

13.1 This Agreement shall be governed and construed by the law of New Zealand and the Parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

13.2 The Parties shall endeavour to resolve all matters under this Agreement by direct negotiation where possible. Any matter that can not be resolved by mutual agreement shall be referred to a mutually agreed neutral arbitrator or if the Parties cannot agree on such arbitrator, one appointed by the President of the New Zealand Law Society or his or her nominee, whose decision shall bind the Parties.

13.3 The Parties shall keep confidential the terms of this Agreement, any information contained therein or associated with the negotiation and performance of the Services, and the Information, subject to any disclosure required by law.

13.4 Headings are inserted for convenience and shall not affect the construction of this Agreement. The singular includes the plural and vice versa.

13.5 All previous agreements and undertakings, verbal, written, or inferred, pertaining to the supply of information to the Purchaser are superseded by this Agreement.

13.6 Each party to this Agreement acknowledges that it is in all respects independent of the other party and that it does not have the authority to make statements or other representations on behalf of the other party.

13.7 Clauses which, by their nature, are intended to continue after termination or expiry of this Agreement shall survive that termination or expiry, including (without limit) clauses 7, 11.1 and 13.3.