

IOT RESELLER TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 In these Conditions, the following expressions shall (unless the context otherwise requires) have the following meanings:

Agreement means the agreement between Cellhire and the Reseller comprising of the Commercial Terms, these Conditions and the schedules referred to herein, as subsequently amended or varied in accordance with clause 25

ARPU means the monthly gross revenue per Subscriber

Artificially Inflated Traffic means the flow of calls and/or data to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of Subscribers or the Reseller, disproportionate to the flow of calls and/or data which would be expected from good faith commercial practice and usage of the cellular electronic communications network operated by Cellhire and/or the relevant Network Operator

Authorised Users means any director, officer, employee or sub-contractor of the Reseller that receives a username and password in order to gain access to one or more of the Services

Authority means any authority to provide an electronic communications network under the Communications Act 2003 or any licence granted to Cellhire and/or any Network Operator by the Secretary of State under the Wireless Telegraphy Act 2006

Bond means a cash deposit with Cellhire, and/or a bank guarantee in favour of Cellhire and completed by a recognised UK clearing bank, in each case in such amount as notified from time to time by Cellhire to the Reseller, to protect Cellhire from any financial risks associated with the Agreement, to include without limitation, such outstanding amounts due to Cellhire (whether within or outside the relevant payment terms)

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for Business

Cellhire means Cellhire Limited (CRN: 02159836) whose registered office is at Park House, Clifton Park, York, North Yorkshire, YO30 5PB

Cellhire wholesale reseller IoT Contract Period has the meaning given to it in the Commercial Terms

CDR Call Detail Record that contains all the call records received by Cellhire from its Network providers

Change Order has the meaning given in clause 5.1

Commercial Terms means the commercial terms that have been entered into between Cellhire and the Reseller and which are subject to these Conditions

Commencement Date has the meaning given to it in the Commercial Terms

Connection means a connection provided under any Customer Contract; and the words **Connect** and **Connected** shall be construed accordingly

Connection Charge means the relevant sums specified in the Price List

Customer is as defined in the definition of Subscriber

Customer Contracts means the Reseller's contracts with Customers for the Services made pursuant to the Agreement which Cellhire may require amending from time to time in accordance with clause 25

Customer Equipment means the Customer equipment defined or otherwise referred to in the Pay Plan and/or Price List and/or Commercial Terms (as applicable)

Data Protection Legislation means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) GDPR; (ii) the UK GDPR; (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (v) any other applicable data protection and privacy laws

Equipment means the SIMs together with any equipment (or any part of it) supplied by Cellhire which could include hardware by way of sale or rental and any other equipment, machinery or spares

Intellectual Property means patents, copyright, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use,

and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by Cellhire and the Network Operators, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Force Majeure Event means an event beyond the reasonable control of a party including acts of God, fire, tempest, civil commotion, war (whether declared or not), riot, explosion, actions or omissions of OFCOM, of government (whether local or national) or of BT or of any other public communication services provider

Gateway means any equipment containing a SIM which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus to mobile equipment by establishing a mobile to mobile call or transmission

GDPR means the General Data Protection Regulation ((EU) 2016/679)

Group means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time

Information Commissioner means such person as shall hold the office from time to time of the head of the Information Commissioner's Office or such body which shall regulate the requirements under the Data Protection Act 2018 or any subsequent relevant legislation

Monthly Access Charge means the relevant sums specified in the Price List

Full MVNO means the core mobile network owned and operated by Cellhire

Network Operator means the relevant network operator (from the list in schedule 1, as may be updated from time to time) supplying the relevant Services to Cellhire which Cellhire makes available for resale by the Reseller

Network Operator Terms means those terms contained in schedule 4 (as applicable and as may be updated from time to time)

Parent Undertaking has the meaning given to it in section 1162 of the Companies Act 2006

Pay Plan means the charges and commercial terms such as (without limitation) details of retail tariffs, Equipment costs, accessories costs, professional services fees, connection bonuses (if any) upgrade bonuses (if any), Connection Charges and performance requirements relating (without limitation) to ARPU and/or number of connections (provided to the Reseller by Cellhire), as set out in the Commercial Terms and as may be amended, published and/or replaced by Cellhire from time to time. Cellhire will endeavour to publish revised Pay Plans 30 days prior to the period from which they will apply

Post Pay Fraud shall include (without limitation):

- (a) theft, fraud and/or deception (whether actual or attempted) in relation to the Systems, Equipment and/or the Services; and/or
- (b) unauthorised and/or unlawful use (whether actual or attempted) of the Systems, Equipment and/or the Services

Price List means as may be amended, published and/or replaced by Cellhire from time to time, the price lists (provided to the Reseller by Cellhire) for the use of the Systems and the Services and ancillary services in relation thereto, as well as the cost of Equipment and accessories

Reseller means the reseller whose details are set out in the Commercial Terms

Service Level Agreement means the service level agreement that details the support offered by Cellhire.

Service Provider Agreement has the meaning given to it in the Commercial Terms

Services such post pay Internet of Things (IoT) connectivity solutions as Cellhire may make available to the Reseller from time to time by virtue of its rights under the Service Provider Agreements set out in schedule 1 and under its Full MVNO, as amended by Cellhire from time to time

SIM a Subscriber Identity Module which contains Subscriber information and which when used with Customer Equipment enables access to Services provided by means of the Systems

Subscriber means each subscription to a

Service in respect of which invoices are or are to be raised by the Reseller for the provision of such Service and where a person (the "Customer") is liable for such invoice; and **Subscriptions** shall be construed accordingly

Subscriber Number means a telephone number (whether or not allocated by Cellhire) for use by a Subscriber for the purposes of obtaining the Services

Subsidiary Undertaking has the meaning set out in section 1162 Companies Act 2006

Systems means those mobile telecommunications systems which the relevant Network Operator is licensed to run and has made available to the Subscriber

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

United Kingdom means England, Scotland, Wales, Northern Ireland and the Isles of Scilly, but excluding the Channel Islands and the Isle of Man

Unremedied Default means where the Reseller has been put on notice by Cellhire that an invoice is overdue (Notice of Payment Default) and where the invoice remains unpaid 3 Business Days after the Notice of Payment Default has been issued by Cellhire

Working Hours means between 8.00am and 6.00pm on a Business Day

VAT means value added tax or other similar tax, charge or levy at the rate applicable from time to time

Year means a 12 month period commencing on the Commencement Date or an anniversary thereof

1.2 Any obligation (including an obligation to "procure" or "ensure") assumed by an obligor under the Agreement takes effect as a primary obligation.

1.3 In these Conditions, capitalised words and expressions shall have their respective meanings set out in clause 1.1 or in the schedules (as the case may be).

1.4 The schedules (each as amended from time to time, the current versions of which can be [found here](#)) shall form part of the Agreement and shall be construed and shall have the same force and effect as if they were expressly set out in the body of these Conditions. The provisions of the schedules shall be deemed to amend and supplement, where appropriate, the provisions in these Conditions.

1.5 The headings in these Conditions are for ease of reference only and shall not constitute a part of these Conditions for any purpose.

1.6 References in these Conditions to any clause shall be deemed to be a reference to a clause in the main body of these Conditions.

1.7 References in these Conditions to any schedule shall be deemed to be a reference to a schedule of these Conditions.

1.8 If there is any conflict between the terms set out in these Conditions and the Network Operator Terms, those Network Operator Terms that apply to the relevant Service shall take precedence. If there is any conflict between the terms set out in these Conditions and the Commercial Terms, the Commercial Terms shall take precedence.

1.9 The expression **person** where used in these Conditions shall mean any person firm, company, partnership, government, state, or agency of state, or joint venture or other legal entity.

1.10 References in these Conditions to any party includes its successors in title and assigns.

1.11 Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.12 References to the **Office of Communications** or **Ofcom** shall be deemed to include any other governmental or regulatory body from time to time having like powers and functions.

1.13 References to any holder of office in any governmental or regulatory body shall mean such holder from time to time or the holder of any similar office having the like powers and functions from time to time.

1.14 References in these Conditions to a statute or statutory provision includes:

(a) any subordinate legislation (as defined in Section 20(1), Interpretation Act 1978) made under it;

(b) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

2 Appointment

2.1 Upon the terms and subject to the conditions of the Agreement, Cellhire hereby appoints the Reseller as its non-exclusive reseller for the provision of the Services by means of the Systems.

- 2.2 Cellhire shall be free to appoint other persons, firms or companies as its agent, distributor, reseller, franchisee or other intermediary for the sale of the Services. guarantees by third parties (including banks and/or a parent company) against the failure of the Reseller to perform any of its obligations under the Agreement as Cellhire deems appropriate in its absolute discretion.
- 2.3 No rights or licences are granted to the Reseller except as expressly set forth herein and the Reseller confirms that it has no right or entitlement to compensation for any loss of agency rights, loss of goodwill or other similar loss under the Agreement.
- 2.4 Nothing in the Agreement shall oblige Cellhire to accept any potential Subscribers procured by the Reseller, nor to provide any Services.
- 2.5 The Reseller acknowledges that the performance of the Agreement by Cellhire is subject to (without limitation) the relevant Services, Systems and Equipment being provided, maintained or otherwise made available by the relevant Network Operator. The Reseller further acknowledges that Cellhire shall not be liable to the Reseller or any third party to any extent for any failure by any Network Operator to provide, maintain or otherwise make available any Services, Systems and Equipment.

3.4 Failure to provide such increased security within 10 Business Days shall be deemed to be an irremediable material breach of the Reseller's obligations under the Agreement.

3.5 The Reseller agrees that Cellhire may review the Bond at any time. The Reseller agrees to increase the Bond at any time with 10 Business Days' notice to such amount (as calculated in accordance with clause 3.7) as notified to the Reseller by Cellhire.

3.6 Cellhire may (without limitation) call upon the Bond whenever there is Unremedied Default and immediately thereafter the Reseller shall replenish the Bond by the amount determined by Cellhire.

3 Financial Security

3.1 The Reseller warrants, represents and undertakes that in the event that the Reseller is unable to satisfy the level of security required by Cellhire, the Reseller's credit score with a reputable credit scoring agency deteriorates or if the Reseller is late in making payment of any invoice, a Bond shall be arranged in an amount (equivalent to the amount of any shortfall against the level of security required in accordance with clause 3.7) as notified to the Reseller by Cellhire. The Reseller shall, throughout the period described in clause 3.2, maintain the Bond in the form agreed as security for Cellhire against the Reseller failing to perform or comply with its obligations set out in the Agreement. The existence of the Bond shall be a condition of the continued provision by Cellhire of the Services to the Reseller. The Reseller shall not revoke, amend or otherwise change the Bond without Cellhire's prior written consent.

3.7 The Parties agree that the security required by Cellhire under the Agreement shall be calculated (at the point of assessment in accordance with clauses 3.1 and 3.5) by taking the average (over the most recent 12 calendar months) monthly revenue due to Cellhire under the Agreement, less all credit notes and/or commission credits multiplied by 2. In respect of any security requirement in relation to a Reseller with less than 12 calendar months trading history with Cellhire, the security required shall be calculated by multiplying £3 (or such other number as reasonably determined by Cellhire) by the number of connections the Reseller plans to connect.

3.2 The Reseller shall ensure that the Bond is maintained continuously throughout the period from the date such Bond as is required by Cellhire and ending on the date that the Reseller satisfies the last of its obligations to Cellhire pursuant to the Agreement.

4 Services

3.3 If the Reseller's credit score deteriorates or if the Reseller is late in making payment of any invoice, Cellhire may (in its absolute discretion) require the Reseller to:

- (a) provide increased or additional financial security; or
- (b) amend the form of the financial security, as a condition of the continued provision by Cellhire of the Services to the Reseller. Additional financial security may include, without limitation,

4.1 Throughout the duration of the Agreement, Cellhire shall use reasonable endeavours to provide and maintain the availability of the Services upon the terms and subject to the conditions of the Agreement. Cellhire does not represent or warrant that the Services shall be available without interruption or free from error.

4.2 Where Cellhire is obliged to do so under a Service Provider Agreement, its Full MVNO, relevant legislation, regulations and/or statutory instruments or in times of national emergency, Cellhire may (on giving as much notice as reasonably practicable in the circumstances) give priority access to the Services and in such situations Cellhire shall have no liability to the Reseller or Subscribers in respect of an interruption or cessation of the Services. The Reseller acknowledges that in certain circumstances (such as national emergencies), Cellhire (acting reasonably and in good faith) may not be able to provide any notice.

4.3 Cellhire will use reasonable endeavours to ensure it provides the Services using reasonable skill and care but does not guarantee a continuous fault-free service, and therefore the Reseller shall not rely on the Services for

critical services and agrees to implement an appropriate contingency plan.

- 4.4 Cellhire shall exercise reasonable efforts to ensure the security of the Reseller's and Subscriber's communications. However, for reasons beyond Cellhire's control it does not promise or guarantee that communications will be completely secure.
- 4.5 The Agreement is subject to the continuing right of the relevant Network Operator under the relevant Licence to provide mobile telecommunication services to Cellhire. Notwithstanding any other provision in the Agreement, if at any time the Licences, or any right of any Network Operator under its Licence to provide mobile telecommunication services to Cellhire, is withdrawn or terminated and not simultaneously replaced or renewed (save to the extent that the relevant Network Operator is entitled to continue to provide mobile telecommunication services to Cellhire on a temporary basis), the Agreement shall terminate automatically in respect of those Services affected by such an event without either Party being liable to the other, save for breaches by either Party occurring prior to such termination.
- 4.6 The Agreement is also subject to the continuing right of Cellhire to provide the Services to the Reseller. Notwithstanding any other provision in the Agreement, if at any time the right of Cellhire to provide the Services using the Systems is withdrawn or terminated and not simultaneously replaced or renewed (save to the extent that Cellhire is entitled to continue to run the Systems or provide any of the Services on a temporary basis), the Agreement shall terminate automatically without either Party being liable to the other, save for breaches by either Party occurring prior to such termination.
- 4.7 Cellhire shall be entitled to give written notice of reasonable length in the circumstances to the Reseller to make amendments or variations to the Agreement (save other than to the terms contained herein relating to the termination or the renewal of it) including to introduce a new Network Operator from time to time and/or to make any amendments which are necessary by virtue of any provision in any Service Provider Agreement, under its Full MVNO or legislation (or any changes to any of them).
- 4.8 During the term of the Agreement, Cellhire also shall provide the Reseller with access to a self-serve portal in order for the Reseller to be able to access tools and support in relation to the Services. In the event the Reseller needs any further support in relation to the Services, Cellhire shall provide this in accordance with the Service Level Agreement.
- 4.9 Where Cellhire designates that access to the Services shall be provided only to Authorised Users, Cellhire will provide each Authorised User with a username and password. The Reseller shall ensure that such details are kept current, secure, are used only in accordance with the Agreement and that Cellhire is notified of the identity of Authorised Users from time to time. Cellhire accepts no liability for any unauthorised or improper use

of any password, or for any unauthorised disclosure of usernames and passwords to third parties. The Reseller shall be bound by and liable for all acts and omissions conducted using the username and password up until the time that it informs Cellhire that such details are being used without authority.

5 Change Control

- 5.1 Cellhire may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant change order has been signed by both parties (a "Change Order"). A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- (a) the Services;
 - (b) the charges; and
 - (c) the timeline for the Services.
- 5.2 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Services to be provided.

6 Risk and Ownership of the Equipment

- 6.1 Risk in the Equipment shall pass to the Reseller on delivery.
- 6.2 Subject to clauses 6.3 and 6.4, title to the Equipment shall pass to the Reseller or Subscriber upon the receipt by Cellhire of payment in full (in cash or cleared funds) for the Equipment.
- 6.3 Notwithstanding clause 6.2, and unless otherwise notified by Cellhire, title to Equipment leased to the Reseller by Cellhire or its suppliers (including Network Operators) shall remain the property of Cellhire or its suppliers (including Network Operators) in which case the Reseller shall comply with the terms of any applicable lease relating to such Equipment, as those terms are communicated by Cellhire to the Reseller from time to time.
- 6.4 Notwithstanding clause 6.2, the SIMs shall remain the property of the Network Operator and the Reseller shall be entitled to use the SIMs for use with the Services only.

7 Regulatory Obligations

- 7.1 The Reseller will take all necessary steps to ensure compliance with the applicable General Conditions of Entitlement as set down by Ofcom.
- 7.2 The Reseller shall become a member of and maintain its membership of an Alternative Dispute Resolution service that is approved by Ofcom, according to the requirements of General Condition 14 (as may be amended by Ofcom from time to time) and shall support Cellhire by passing any relevant information including personal data (as defined by the Data Protection Legislation) which the ADR service may require in

pursuance of its duties or which Cellhire may require for any action with which it is involved relating to Cellhire's ADR service.

8 Duration

8.1 Subject always to the provisions of the Agreement relating to early termination, the Agreement shall commence as of the Commencement Date and shall continue thereafter unless and until it is terminated by:

- (a) the Reseller giving to Cellhire not less than three months' written notice of termination to expire on or after the end of the Cellhire wholesale reseller IoT Contract Period or on any date thereafter; or
- (b) Cellhire giving to the Reseller not less than three months' written notice of termination to expire at any time.

9 Payment

9.1 The Reseller shall pay Cellhire all charges as detailed on an invoice issued by Cellhire in accordance with the Commercial Terms.

9.2 Unless otherwise specified by Cellhire, the charges set out in or referred to in the Commercial Terms shall be:

- (a) invoiced by Cellhire monthly in arrears; or
- (b) paid by the Reseller monthly in advance where the Reseller opts to purchase a pre-paid bundle.

9.3 Should the Reseller request Services that are out of the scope of the Pay Plan or the Commercial Terms, it hereby accepts that Cellhire shall be entitled to invoice the Reseller the applicable charges from the Price List.

9.4 All charges of Cellhire shall be paid by the Reseller together with VAT at the appropriate rate. All charges set out in the Pay Plan, the Commercial Terms and/or Price List are stated exclusive of VAT.

9.5 Subject to clauses 9.6 and 9.2(b), the Reseller shall make payment of all invoices issued by Cellhire hereunder on or before the 30th day from the date of invoice. For the avoidance of doubt, failure by Cellhire to issue a credit note on its relevant invoice or Cellhire issuing an invoice net of credits shall not excuse the Reseller of its obligation to pay an invoice submitted by Cellhire. Notwithstanding any postponement of the due date for payment (whether or not specifically agreed by Cellhire), but subject to clause 9.6, in respect of any invoices, Cellhire shall be entitled at any time to require subsequent payments to be made in accordance with this clause 9.5.

9.6 If following receipt of an invoice the Reseller (acting in good faith) disputes any charges to which such invoice relates or Cellhire has failed to provide the associated

credit note or make the invoice net of credits then the Reseller shall pay any undisputed amounts but shall be entitled to withhold payment of any disputed charges (which in the case of a disputed credit shall be limited to the value of that credit) pending resolution of the dispute in accordance with schedule 2 provided that the Reseller notifies Cellhire of any such dispute within 14 days of the date of the relevant invoice. Where on the resolution of a dispute it is agreed or determined that the amount which was the subject of the dispute was payable by the Reseller then the Reseller shall be liable (without prejudice to any other rights or remedies of Cellhire) to pay interest on such amount in accordance with clause 9.7.

9.7 If there is any failure by the Reseller to pay on the due date for payment then Cellhire shall have the right to charge interest calculated on a daily basis at the rate of 4% per annum above the Sterling Overnight Index Average (SONIA) rate from time to time on all charges due but unpaid from the date the same fall due until the actual date of payment.

9.8 Unless payment is made in accordance with clause 9.2(b), payment of all sums due from the Reseller to Cellhire shall be made by Direct Debit.

9.9 Subject to clause 9.6, 9.10 and 9.11, all sums due to Cellhire from the Reseller under or in connection with the Agreement shall be paid in full without set-off counterclaim or other deduction whether arising under or in connection with the Agreement or any other agreement or arrangement between the parties or any of their Group companies.

9.10 The Reseller shall be permitted to set-off any credit note issued by Cellhire against the corresponding invoice raised by Cellhire under the Agreement.

9.11 Cellhire will only consider billing queries from the Reseller if made within six (6) months of the date of Cellhire's invoice/credit note for charges detailed on the Price List.

10 Billing/CDR

10.1 Cellhire shall, at the request of the Reseller, provide information (in a form and manner to be determined by Cellhire in its absolute discretion) which will enable the identification of the duration and time of telephone calls and/or the duration, time and quantity of data transfers applicable to each Subscriber Number. The Reseller shall not be required to make any payment for such service. Cellhire shall always provide no less than 30 days' notice if the manner in which the billing information is provided by Cellhire is to change materially but shall use reasonable endeavours to provide the Reseller more notice if at all possible.

10.2 For the avoidance of doubt, the Reseller shall be responsible for the billing and collection of payments from Subscribers.

10.3 The Reseller acknowledges that (without limitation) all bad debt risk and cost of billing or other administrative costs incurred in connection with supplying the Services to Subscribers shall be the liability of the Reseller.

10.4 Where available from the Network, Cellhire shall send the Reseller a CDR on a daily basis (or where available other frequency as requested by the Reseller).

11 Right not to provide services

11.1 Cellhire shall not be obliged to provide or to continue to provide the Services or any part thereof and/or any other services hereunder if:

- (a) the Reseller fails to provide the security requested by Cellhire following a review in accordance with clause 3.5;
- (b) the provision of any telecommunications services requested by the Reseller would require material modification to the Systems;
- (c) the Reseller commits a material breach of the Agreement and has failed to remedy the breach (if remediable) within twenty (20) Business Days of the Reseller being notified in writing of such breach by Cellhire;
- (d) subject to clause 11.3, where Cellhire has exercised its rights pursuant to the Bond twice in any twelve month period and following the second exercise of such security, if the Reseller has failed to pay any undisputed charges due to Cellhire by the due date in accordance with clause 9, Cellhire shall be entitled to exercise its rights under this clause forthwith by giving notice in writing to the Reseller;
- (e) the Reseller commits an irremediable material breach of the Agreement;
- (f) the Reseller fails to comply with its obligations as specified in the relevant Pay Plan; or
- (g) the applicable Service Provider Agreement or Full MVNO expires or is terminated or the relevant Network Operator suspends provision of connections or other services under the relevant Service Provider Agreement or Full MVNO.

11.2 For the purpose of assessing the financial status of the Reseller in connection with a review contemplated by clause 3.5, the Reseller shall provide to Cellhire within fourteen (14) days of a request, published financial information reasonably requested by Cellhire in such form as Cellhire shall from time to time request so that Cellhire can satisfy itself as to the creditworthiness of the Reseller.

11.3 Where Cellhire has exercised its right to enforce the Bond under the terms of the Agreement and the Reseller has been unable to satisfy its obligations under the Bond and the Reseller has continued (for a period of more than 14 days from the date Cellhire has exercised its right to enforce the Bond) to fail to pay the amount claimed by Cellhire under the Bond and the Bond then in place is insufficient to satisfy Cellhire's remaining debt, such event shall be treated as a material breach of the Agreement and Cellhire shall be entitled to suspend provision of the Services, in whole or in part, or terminate the Agreement forthwith by written notice.

12 Obligations of the Reseller

12.1 The Reseller shall (and shall procure that each Subscriber shall):

- (a) observe and comply with the Authority (insofar as it may be applicable to resellers and service providers), the Wireless Telegraphy Act 2006 (as amended from time to time), the Communications Act 2003 (as amended from time to time), Ofcom General Condition 23, other relevant legislation, directives, regulations and/or statutory instruments and comply with any requirement of the Office of Communications or the Secretary of State (or persons authorised on their behalf) under the Authority and/or any such legislation directives regulations or statutory instruments;
- (b) not act or omit to act in any way which will or may place Cellhire in breach of any provisions of the Authority any other licences authorisations provisions of law and/or any directions applicable to Cellhire and co-operate fully with Cellhire to enable Cellhire to comply with all of the same;
- (c) except as authorised by Cellhire in the Agreement or otherwise in writing, not act in a way which will incur any liabilities on behalf of Cellhire nor pledge the credit of Cellhire;
- (d) not use the Services for any improper immoral or unlawful purpose including using the SIMs to send, store, communicate or

- knowingly receive content which is abusive, indecent, defamatory, obscene, menacing or a nuisance;
- (e) not use the Services and/or the Equipment in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Services and/or the Equipment for persistently sending unsolicited communications without reasonable cause;
- (f) keep confidential any account password, personal identification code, number or name issued by Cellhire and/or any Network Operator;
- (g) provide any information and/or assistance Cellhire and/or any of its Network Operators require in order to supply the Services and the Equipment, ensuring the continuing accuracy and completeness of such information;
- (h) inform Cellhire upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all steps necessary, including any steps requested by Cellhire, to prevent such use;
- (i) only use the Services and the Equipment for the purpose of providing IoT connectivity to the Subscribers;
- (j) not use the Services for the transmission of material that contains software viruses or any other disabling or damaging programs;
- (k) not use the Services in any way which impairs or damages the mobile communication networks used by the Network Operators;
- (l) not include the SIMs in (fixed) GSM adapters unless expressly approved by Cellhire in the Agreement;
- (m) not modify, adapt, alter, translate or create derivative works from the Services or the Equipment;
- (n) not merge or use the SIMs with any other hardware, software, products or services other than for the purpose of providing IoT Connectivity to the Subscribers or as expressly authorised by the applicable Network Operator;
- (o) not sublicense, lease, rent, loan, disclose or otherwise transfer the Equipment to any third party (other than the Subscribers);
- (p) not reverse engineer, decompile, disassemble or otherwise attempt to derive the source or object code of the Equipment or any software running on the Equipment;
- (q) not publish any results of any benchmark or performance tests of the Equipment, the Network Operators, the Services or component thereof;
- (r) not wilfully or negligently use or permit the use of the Equipment, so as to cause the operation of a Network Operator or the quality of the Services to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- (s) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees, agents or representatives of Cellhire) and/or the System or howsoever cause the quality of the Services to be materially impaired;
- (t) use best endeavours to detect, identify, and prevent incidents of Artificially Inflated Traffic and shall notify Cellhire if the Reseller suspects such incidents are occurring on the Systems as soon as reasonably practicable after becoming aware of the same;
- (u) comply with any codes of conduct or similar documents of an industry body or instructions issued by Cellhire from time to time for the use and/or marketing of the Services and will comply with all relevant guidelines and codes issued by the Advertising Standards Authority or the Independent Committee for the Supervision of Standards of Telephone Information Services ((ICSTIS or their successor bodies) or other relevant regulatory bodies including but not limited to OFCOM and the Information Commissioner's Office and shall use all reasonable

- endeavours to prevent the use of the services for spamming, malicious communications or any similar activities to these;
- (v) comply with all of Cellhire's requirements, guidelines and similar documents or instructions;
 - (w) in the event of it wishing to transfer 50% or more of the shares in the Reseller and/or any number of its Subscribers, whether by one or a series of transactions, it shall give Cellhire reasonable notice in writing of its wish specifying the details of the proposed transfer (including the identity of the proposed buyer(s));
 - (x) ensure that all Customer Equipment complies with all relevant laws and regulations, including without limitation, the requirements and/or guidelines in respect of such equipment as stated and/or recommended by the British Approvals Board of Telecommunications; and
 - (y) act towards Cellhire conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to Cellhire under the Agreement and the general law.
- 12.2 The Services may enable access to the internet, use of which is solely at the Reseller's risk. Cellhire has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Services.
- 12.3 The Reseller shall remain primarily liable for the acts and omissions of its Subscribers as if they were the Reseller's own acts and omissions.
- 12.4 The Reseller will remain responsible for all obligations relating to the Services, including payment obligations.
- 12.5 The Reseller accepts that Cellhire is subject to certain obligations set out in the Service Provider Agreement and under its Full MVNO and that, in order for Cellhire to be able to provide the Services to the Reseller, the Reseller must comply with the applicable Network Operator Terms.
- 12.6 If the Reseller fails to comply with any of its obligations under the Agreement, Cellhire will not be liable for any resulting delay or failure to provide the Services and any relevant time periods for Cellhire shall be extended until the Reseller has complied with its responsibilities. Cellhire shall be entitled to charge the Reseller for any costs incurred by Cellhire as a result of any failure by the Reseller to satisfy such responsibilities.

13 Gateways

- 13.1 The Reseller shall not connect or continue connection by itself nor knowingly allow any Customer or Subscriber to connect or continue connection of any Gateways to the Systems for any purpose including without limitation the illegal provision of telecommunications services to a third party.
- 13.2 If the Reseller becomes aware that any Subscriber or Customer or any other party has established, installed or is using a Gateway in breach of the Agreement, the Reseller shall notify Cellhire as soon as reasonably practicable and shall upon request from Cellhire provide technical particulars of the Gateway and its use to Cellhire's reasonable satisfaction. The Reseller shall follow Cellhire's instructions to facilitate the disconnection of any Gateway that breaches the Agreement. Cellhire may require the Reseller to repay to Cellhire any payments or bonuses paid by Cellhire to the Reseller in respect of Customers or Subscribers connected to Gateways that are so disconnected.

14 Force Majeure

- 14.1 Neither Cellhire nor the Reseller shall (except in respect of a failure by the Reseller to pay any sums due to Cellhire) be deemed to be in breach or default (and neither party shall be liable) under the Agreement by reason of any failure to perform any obligations under or observe any provisions of the Agreement if and to the extent that such failure occurs as a result of a Force Majeure Event.
- 14.2 In the event that either party becomes aware of any such delays or failures it shall immediately notify the other party of the Force Majeure Event and its anticipated duration and shall use all reasonable endeavours to minimise the impact of such Force Majeure Event on the performance by it of its obligations under the Agreement.
- 14.3 If such delay or failure continues for more than 60 days from the date of initial notification of the occurrence of the Force Majeure Event, the party unaffected by the relevant Force Majeure Event shall be entitled to terminate the Agreement or the relevant part of it so affected forthwith.

15 Liabilities

- 15.1 Subject to clause 15.2 and except as specified in the Agreement, all warranties or terms or conditions whether express or implied by statute, common law or otherwise are hereby expressly excluded to the maximum extent permitted by law and the provisions of this clause 15 specify the entire liability of each Party arising out of the Agreement whether arising in contract, tort (including negligence) or out of any representation, statement or tortious act or omission or common law or statutory duty or otherwise.
- 15.2 Nothing in the Agreement excludes or limits the liability of either party in respect of:

- (a) death or personal injury resulting from its negligence (including negligence of its employees, agents or contractors);
- (b) for any fraud or fraudulent misrepresentation;
- (c) any indemnity given under the Agreement;
- (d) for breach of clause 18(Confidentiality/Customer Details);
- (e) for breach of clause 29 (Anti-Bribery);
- (f) any liability which may not otherwise be limited or excluded under applicable law.
- 15.3 The Reseller shall indemnify Cellhire against any liability arising out of any actions proceedings and claims made (either during the term of the Agreement or for 24 months after the termination of the Agreement) by any Customer or Subscriber against Cellhire due directly to the Reseller's breach of relevant law and/or regulations or due to the Reseller mis-selling any Services to a Customer and in respect of Cellhire's reasonable legal fees in connection with the strike out or joining of the Reseller to any other action against Cellhire brought by a Customer against Cellhire as a result of the Reseller's breach of relevant law and/or regulations or mis-selling any Services to a Customer, except to the extent that such liability under this indemnity arises, directly, out of the negligent act or omission or wilful deceit of Cellhire.
- 15.4 If the Services or any part of the Services are unavailable to the majority of the Reseller's Subscribers for a continuous period in excess of 12 hours then provided such unavailability is not as a direct result of:
- (a) a Force Majeure Event affecting Cellhire as referred to in clause 14; or
- (b) any act or omission by the Reseller; or
- (c) the interruption or cessation of the interconnection between the Systems and any third party's telecommunications system or infrastructure;
- then (without prejudice to any other rights or remedies of the Reseller) the Reseller shall be entitled to an allowance representing such proportion of the Monthly Access Charge applicable to the Reseller's Subscribers (which would otherwise have been payable by the Reseller) as is appropriate having regard to the number of days in which the Services are unavailable for such continuous 12 hour periods.
- 15.5 For the avoidance of doubt, Cellhire shall have no liability whatsoever if the Services are unavailable as a direct result of any of the events listed at clause 15.4(a) – 15.4(c).
- 15.6 Subject to clause 15.2, Cellhire's total aggregate liability in any Year howsoever arising under or in connection with the Agreement whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, by way of indemnity or otherwise shall not exceed an amount equal to the lower of fifty thousand pounds (£50,000) or 100% of the charges paid (pursuant to the Agreement) to Cellhire by the Reseller in the Year.
- 15.7 Subject to clause 15.2, the Reseller's total aggregate liability in any Year howsoever arising under or in connection with the Agreement whether in contract, tort (including negligence), for breach of statutory duty or misrepresentation shall not exceed an amount equal to the higher of fifty thousand pounds (£50,000) or 110% of the charges paid or payable (pursuant to the Agreement) to Cellhire by the Reseller in the Year.
- 15.8 Subject to clause 15.2 and without prejudice to clause 15.4 Cellhire shall not in any circumstances be liable to the Reseller whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, by way of indemnity or otherwise for any:
- (a) loss of revenue;
- (b) loss of business;
- (c) loss of profit;
- (d) loss or corruption or destruction of data or information;
- (e) loss of anticipated savings;
- (f) loss of agreements or contracts;
- (g) loss of or damage to goodwill; or
- (h) any indirect, special or consequential loss or damage.
- 15.9 Cellhire will not be liable for any breach of the Agreement to the extent that Cellhire's delay or failure to perform its obligations under the Agreement results from (a) a failure by the Reseller to perform its obligations under the Agreement, (b) the acts or omissions of other providers of telecommunication services, except where such providers have been appointed directly by Cellhire as subcontractors, or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers. Further, Cellhire will not be liable if the Services or any part of the Services become unavailable to any of the Reseller's Subscribers as a result of a third party telecommunication provider ceasing to work and/or contract with a Network Operator.

15.10 Each party agrees that any cause of action that it may have against the other party and/or any members of its Group (including, its (or their) affiliates, directors, officers, agents, consultants and employees) must commence within two (2) years after the cause of action arose, otherwise, the other party's cause of action is permanently barred.

16 Suspension of Services

16.1 Without prejudice to any other rights that Cellhire may have under the Agreement, Cellhire shall be entitled to interrupt the access of the Reseller to the Services or any part thereof, or require the Reseller to cease or procure the cessation of the Services or any part thereof, if:

- (a) the Reseller or any of its Subscribers is in breach of any of its obligations (including, but not limited to, its payment obligations) or warranties contained in the Agreement;
- (b) the Reseller fails to take or unreasonably delays in taking any necessary action in respect of any Post Pay Fraud when the particular circumstances of such Post Pay Fraud have already been notified to Cellhire otherwise becomes aware of the Post Pay Fraud;
- (c) Cellhire is instructed to do so by the Government or any other competent regulatory, administrative or judicial authority;
- (d) Cellhire believes that, as a result or consequence of the use of Services pursuant to the Agreement, Artificially Inflated Traffic is occurring on the telecommunications network(s);
- (e) Cellhire or any Network Operator believes that a connection made under the Agreement is being used for the purpose of a Gateway in relation to the relevant Network Operators;
- (f) an applicable Service Provider Agreement or its Full MVNO expires or is terminated;
- (g) Cellhire or any of its Network Operators needs to carry out maintenance, modification and testing of the Services, during which time Cellhire shall be entitled to suspend the Services;

- (h) during any technical failure, modification or maintenance of the network of any Network Operator;
- (i) upon instruction by emergency services or any government, regulatory or appropriate authority; or
- (j) where necessary to safeguard the integrity and security of the network of any Network Operator (including concentrated outgoing requests for connection in a short period of time) or to reduce fraud.

16.2 Prior to any such interruption or cessation, Cellhire shall notify the Reseller and will provide a reasonable time, being not less than five (5) Business Days, for the Reseller to take corrective action (and if the Reseller does take action in that time which corrects such grounds for interruption or cessation, Cellhire shall not be entitled to interrupt or cease as aforesaid) except where:

- (a) the provision of the service is materially affected by such breach;
- (b) in the opinion of Cellhire, any delay may cause damage to the Systems or the Services; or
- (c) in the opinion of Cellhire, prior notice is not reasonably practicable,

in which case Cellhire shall be entitled to interrupt without notice and with immediate effect the access of the Reseller to the Services or require the Reseller to cease or procure the cessation of the Services.

17 Termination and consequences of termination

17.1 Cellhire shall have the right to terminate the Agreement forthwith by notice in writing to the Reseller if:

- (a) the Reseller is in breach of its obligation under clause 12.1(d); or
- (b) any Authority or any other licence to operate the System or any part of the System (whether under the Wireless Telegraphy Acts 1949-2006 (as amended) or otherwise) shall expire or is/are revoked or terminated without the immediate renewal thereof; or
- (c) a Service Provider Agreement or its Full MVNO expires or is terminated; or
- (d) there is a change in the control of the Reseller (without the prior written

consent of Cellhire) or of any party who has control of the Reseller whether by a change in the ownership of shares or otherwise and for these purposes "control" shall have the meaning attributed to it in Section 840 of the Income and Corporation Taxes Act 1988; or

(e) Cellhire becomes aware of, or the Reseller notifies Cellhire of, any proposed transfer or assignment of all or a majority of its Subscribers or any proposed grant of any option or the entry into any agreement for the same in each case without the prior written consent of Cellhire; or

(f) Cellhire becomes aware of, or the Reseller notifies Cellhire of, any actual transfer or assignment of all or a majority of its Subscribers to a third party, or the grant of any option or the entry into any agreement for the same in each case without the prior written consent of Cellhire; or

(g) the Reseller is in material breach of the relevant Bond; or

(h) Cellhire has had to exercise its rights under a Bond twice in any twelve month period and the Reseller subsequently fails to pay any amount (not the subject of a dispute in accordance with clause 9.6) owing to Cellhire under the Agreement by the due date; or

(i) the Reseller fails to make the necessary payments in accordance with clause 9.5 twice in any six month period and the Reseller subsequently fails to pay any amount (not the subject of a dispute in accordance with clause 9.6) owing to Cellhire under the Agreement by the due date.

17.2 Either party shall have the right to terminate the Agreement forthwith at any time in any of the following circumstances by written notice to the other party:

(a) if the other party commits a material breach of the Agreement and in the case of a remediable breach has failed to remedy the breach within thirty (30) calendar days of that other party being notified of such breach by the party seeking to terminate;

(b) if the other party is unable to pay its debts (within the meaning of Section

123 of the Insolvency Act 1986) makes or offers to make any arrangement or composition with any one or more of its creditors (including Cellhire) or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other party or if any resolution or petition to wind up that other party (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation or if an administrator or a receiver of that other party's undertaking property or assets or any part thereof is appointed; or

(c) if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.3 The Reseller shall have the right to terminate the Agreement at any time by prior written notice to Cellhire if for any reason there is a complete or major suspension of the Services and/or access to the Systems or a material part thereof for a period in excess of two months, provided that such suspension has not resulted from Cellhire exercising its right to suspend any of the Services pursuant to the terms of the Agreement.

17.4 Upon termination of the Agreement:

(a) Cellhire shall repay to the Reseller all payments made by the Reseller in advance, subject to the rights of set off in clause 9;

(b) the Reseller shall as soon as reasonably practicable discontinue any use of the names and intellectual property of any Network Operator and all the other trade names, signs, cards, notices and other display or advertising matter indicative of Cellhire or of its business or Services so far as the forgoing relates to the Agreement and shall make or cause to be made such changes in trade names, signs, cards, notices and other display or advertising matter so as to distinguish effectively its business from the subject matter of the Agreement;

(c) all charges for the Services shall become immediately due and payable;

(d) subject to clauses 17.6 and 17.7, the Reseller shall and/or shall procure that its Subscribers shall, within 30

days of Cellhire's written request return all Equipment on a without charge basis in good condition; and

- (e) where applicable, Cellhire will provide reasonable assistance to the Reseller in accordance with standard telecommunications industry practice in relation to any transfer of the Services to another telecommunications operator.

17.5 Termination of the Agreement shall be without prejudice to any claims or remedies that either party may have against the other accrued up to the date of termination.

17.6 Upon the termination of the Agreement by Cellhire pursuant to clause 17.1 (excluding 17.1(c)) or clause 17.2 or if instructed by Cellhire following instructions being received by Cellhire from a Network Operator, the Reseller shall relinquish all rights, benefits and obligations under the Agreement and as soon as reasonably practicable, upon written request by Cellhire, give to Cellhire details of the name and address of all of its Customers (which for the avoidance of doubt shall only be those Customers with a live connection under the Agreement at the date of termination) together with the Subscriber Number of each Subscriber, the tariff payable by each such Subscriber and the contract as signed or otherwise entered into by each such Subscriber. Cellhire may write to Customers in order to advise them of the names and addresses of other resellers of Cellhire or provide details of Cellhire itself as a reseller from which the Customers may obtain the Services after termination of the Agreement.

17.7 In the event that Cellhire provides a written request to the Reseller to provide details relating to Customers and Subscribers pursuant to clause 17.6 ("**Notice**"), the Reseller shall with effect from the relevant effective date on the Notice (an "**Effective Date**") (in each case as stated on the relevant Notice):

- (a) be deemed to have assigned to Cellhire all of its rights, title and benefits (to the extent that such rights, title and benefits are capable of assignment without the consent of any third party) under all or any (as Cellhire may require) contracts with its Customers and Subscribers together with all its rights, title to and benefits in any equipment installed by or on behalf of the Reseller at the premises of such Customers;
- (b) enter into a novation agreement with Cellhire for all or any (as Cellhire may require) contracts with its Customers in such form as Cellhire may require and the Reseller shall ensure that the Customers concerned also enter into that novation agreement;

(c) if any Customer contract contains a prohibition on assignment or requires the consent of any third party or the satisfaction of any requirement for its assignment or novation, the Agreement shall not operate so as to transfer the rights, title and benefit of any such contract or any rights under any such contract and the Reseller shall obtain the relevant consent or shall satisfy any such requirement from and including the relevant Effective Date and shall at the Reseller's own expense enter into (and shall procure that any third party shall enter into) any assignment or novation or similar agreements regarding that contract in terms required by Cellhire in order effectively to substitute Cellhire with effect from the relevant Effective Date in place of the Reseller as a party to that contract but not so as to impose on Cellhire any greater liability or obligation than would otherwise arise until the relevant contract is assigned to, novated in favour of or assumed by, Cellhire. From and including the relevant Effective Date, the Reseller shall:

- (i) continue in its corporate existence and shall hold the benefits of the contracts on trust for Cellhire absolutely;
- (ii) account promptly to Cellhire for any consideration or other benefit received by the Reseller in relation to those contracts without any deduction or set-off; and
- (iii) perform those contracts in accordance with their terms and keep Cellhire informed about such performance;

(d) permit Cellhire (which shall not imply any obligation upon Cellhire) to perform the obligations and exercise the rights of the Reseller under the relevant contracts as the Reseller's sub-contractor in respect of the period from and including the relevant Effective Date until the relevant contract is assigned to, novated in favour of or assumed by,

Cellhire. The Reseller shall give all such assistance to Cellhire as Cellhire requires to enable it to enjoy the benefit and assume the burden of that contract including:

- (i) all such assistance as Cellhire may require to enable Cellhire to enforce the Reseller's rights under the contract and the Reseller shall not, without Cellhire's prior written consent, effect any variation, compromise, termination, release or waiver or settlement of the contract or any other rights arising under the same; and
 - (ii) providing Cellhire with access to all relevant documents and other information in relation to that contract as Cellhire may require from time to time; and
- (e) provide Cellhire with such Customer data and reasonable assistance (which for the avoidance of doubt, shall include access to the billing systems or internal systems of the Reseller) as Cellhire may reasonably require in order to continue providing the Services to the Customers. Such Customer data shall include such extracts from the Reseller's billing and administrations systems as are reasonably required for Cellhire to continue to provide the Services, to replicate the tariffs and rates provided to Customers and/or provide transitional services to the Customers.

1.2 The provisions of these Conditions which expressly or impliedly come into force on or survive termination (including without limitation clauses 9, 10, 13, 17.4 to 17.7 (inclusive), 18, 19, 20, 21, 24, 26.2 26.3 and 29) shall continue in full force and effect notwithstanding any termination of the Agreement.

18 Confidentiality/Data Protection

18.1 All business or technical information disclosed by either party (**disclosing party**) to the other (**receiving party**) shall be regarded as confidential unless expressly stated otherwise in writing and shall not be disclosed to third

parties without prior written consent provided that information shall not be regarded as confidential if:

- (a) it is authorised to be disclosed by the disclosing party; or
- (b) it is or becomes publicly known through no fault of the receiving party.

18.2 Subject to clause 18.3 Cellhire shall be entitled to use all data provided by the Reseller pursuant to the Agreement for the purposes of providing continuity of Services to Customers as contemplated in clause 17.6 and 17.7.

18.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18.3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

18.4 The parties acknowledge that to the extent that the Reseller passes any Personal Data which it has collected to Cellhire, for the purposes of the Data Protection Legislation, the Reseller is the data controller and Cellhire is the data processor (where **Data Controller, Data Processor** and **Personal Data** have the meanings as defined in the Data Protection Legislation).

18.5 Without prejudice to the generality of clause 18.3 the Reseller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Cellhire for the duration and purposes of the Agreement.

18.6 Without prejudice to the generality of clause 18.3, Cellhire shall, in relation to any Personal Data processed in connection with the Agreement:

- (a) process that Personal Data only on the written instructions of the Reseller unless Cellhire is required by the laws of any member of the European Union or by the laws of the European Union applicable to Cellhire to process Personal Data (**Applicable Laws**). Where Cellhire is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Cellhire shall promptly notify the Reseller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Cellhire from so notifying the Reseller;

- (b) ensure that it has in place appropriate technical and organisational measures, that can be reviewed by the Reseller, to protect against unauthorised or

unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Reseller has been obtained;
- (d) assist the Reseller, at the Reseller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Reseller without undue delay on becoming aware of a Personal Data breach;
- (f) at the written direction of the Reseller, delete or return Personal Data and copies thereof to the Reseller on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (g) maintain complete and accurate records and information to demonstrate its compliance with the Agreement and allow for audits by the Reseller or the Reseller's designated auditor.

19 Intellectual Property Rights

19.1 The Reseller shall only have the right to promote the Services under the relevant Network Operators' trade marks provided always that the Reseller shall obtain

Cellhire's prior written consent (to be given or withheld in Cellhire's absolute discretion) and comply with such guidelines and directions issued by Cellhire from time to time in connection with such trade mark and enter into such agreements (at the reasonable cost of Cellhire) as may from time to time be required by Cellhire in order to protect the rights of any relevant Network Operator in its Network Operator trademarks and/or any trademarks owned and/or licensed by Cellhire.

- 19.2 The Reseller shall not use or apply to register any name or trade mark similar to any Network Operator's trade mark and except for the right to promote the Services under the relevant Network Operator's trade marks as may be permitted pursuant to clause 19.1, shall not use or apply to register any mark including any Network Operator's Intellectual Property.
- 19.3 The Reseller shall not remove or alter any trade marks, trade names, or logos used in connection with the Services and shall not use any trade mark or trade name of its own in connection with the Services.
- 19.4 All Intellectual Property rights in or relating to the Systems and the Services (whether copyright patents registered designs or trade or service marks or similar rights) shall be retained by Cellhire or its licensors and the Reseller shall acquire no such rights by reason of providing the Services to Customers.

20 Warranties

- 20.1 Cellhire warrants, represents and undertakes to the Reseller now and hereafter that Cellhire has the requisite power and authority to enter into the Agreement and to carry out the obligations contemplated by the Agreement and that the execution and performance of the Agreement has been duly authorised by the required corporate action by Cellhire.
- 20.2 The Reseller warrants, represents and undertakes that:
 - (a) it shall provide the Services to its Customers using reasonable skill and care of a competent provider of services substantially similar to the Services;
 - (b) the information provided pursuant to clause 17 shall be sufficient to enable a reconciliation between such information and the invoices issued by the Reseller up to the date of termination; and
 - (c) it shall not knowingly, recklessly or negligently whether directly or indirectly permit any other person to be involved in any Post Pay Fraud and shall notify Cellhire as soon as reasonably practicable upon becoming aware of any such Post Pay Fraud and the Reseller will implement and comply with such

reasonable procedures and rules adopted by Cellhire from time to time concerned with Post Pay Fraud.

20.3 The Reseller shall not and will not allow any other third party to be involved in, or recklessly or negligently permit any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and by any person and will notify Cellhire as soon as reasonably practicable on becoming aware of or suspecting such activity.

21 Non-Solicitation

21.1 Without prejudice to either Party's rights in relation to any data it holds or may hold in the future which is not gathered or generated under the Agreement, neither party shall (and shall use reasonable endeavours to procure its employees, contractors, subcontractors, agents shall not) use data gathered or generated under the Agreement, either on its own behalf or on behalf of any other person, firm, company or organisation to:

(a) directly or indirectly induce or seek to induce any person, firm or company who at any time during the term of the Agreement is or was a customer of the non-inducing party or in the habit of dealing with the non-inducing party, and with whom the inducing party has had dealings because of or in connection with the performance of the Agreement, to remove his or its business from the non-inducing party; or

(b) directly or indirectly induce or seek to induce any employee of the non-inducing party with whom the inducing party has had dealings because of or in connection with the performance of the Agreement to leave the non-inducing party's employment.

21.2 Neither party shall be in breach of clause 21.1(a) if it solicits business from any person, firm or company without making use of or reference to any data gathered or generated under the Agreement, irrespective of whether the person, firm or company from which it solicits business is or was a customer of the other party or was in the habit of dealing with the non-inducing party at any time.

21.3 Neither party shall be in breach of clause 21.1(b) if it recruits any of the other party's employees pursuant to an advertisement or a recruitment campaign not specifically targeted at any of the other party's employee(s).

22 Escalation and Dispute Resolution

Without prejudice to clause 24, if any dispute arises between the parties with respect to the Agreement the

parties shall follow the Cellhire dispute process & policy

23 Assignment of Agreement/Subscribers and Subcontracting

23.1 The Agreement shall not be assigned either in whole or in part by the Reseller to any other party except with Cellhire's prior written consent (not to be unreasonably withheld).

23.2 The Agreement may be assigned either in whole or in part by Cellhire to any other party without the Reseller's consent.

23.3 Without prejudice to clause 23.1, the Reseller shall inform Cellhire of any proposed or actual transfer or assignment of any of its Subscribers and of the proposed or actual grant of any option or agreement for the same. The Reseller shall notify each transferee or potential transferee of the existence of the Bond and all charges and other rights of Cellhire over the Subscribers.

24 Governing Law

The Agreement (and any associated non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales, and each party agrees to submit to the exclusive jurisdiction of the English Courts.

25 Variation

25.1 Subject to the Agreement and the notification and publication provisions of the Authority, Cellhire shall have the right at any time:

(a) to change or vary the Price List, its charges and/or Pay Plan from time to time on not less than 30 days' written notice;

(b) to make amendments or variations to the Agreement of a minor nature which are reasonable and appropriate for the provision of the Services;

(c) to make changes when such changes are considered by Cellhire to be necessary by virtue of any provision of the Authority or legislation (or any changes to any of them); and

(d) to change any usage guidelines issued by Cellhire in respect of the Services.

25.2 Unless otherwise specified in the Agreement, any changes variations or amendments referred to above shall take effect as soon as reasonably practicable upon publication by Cellhire.

25.3 Any other variations to the Agreement must be in writing and agreed between the parties.

26 Miscellaneous

deleted therefrom and the validity of the remaining provisions hereof shall not be affected thereby.

26.1 Representations

The Reseller acknowledges that the Agreement together with the Price List and Pay Plan (as amended from time to time in accordance with these Conditions, which shall be deemed to form part hereof) and the Bond (if any) constitute the entire agreement of the Parties and that no representation has been made by or on behalf of Cellhire in relation to the Services which has induced the Reseller to enter into the Agreement with Cellhire.

26.5 Relationship between Cellhire and Customer

(a) Subject to clause 17.7, nothing in the Agreement shall be deemed or construed as establishing or implying any contractual relationship between Cellhire and any Customer(s).

(b) The Reseller (subject to the Agreement), will deal with and provide all points of contact with Subscribers including but not limited to invoices, Subscriber statements, credit control and cash collection functions.

26.2 Waiver

Any concession or waiver allowed by Cellhire to the Reseller shall neither prevent Cellhire from exercising any of its rights nor prejudice Cellhire's rights to take any subsequent action.

26.6 Previous Subscriber Agreements

For the avoidance of doubt, these Conditions shall apply in relation to all current Subscribers of the Reseller connected to the Systems prior to the date hereof, in addition to all Subscribers to be connected to the Systems on or after the date hereof pursuant to the Agreement.

26.3 Notices

(a) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given:

(i) if delivered personally on a Business Day during the recipient's normal business hours, at the time of delivery, otherwise on the next Business Day;

(ii) if transmitted by email at 9.00am one Business Day after transmission; or

(iii) if posted by first class or recorded delivery, at 9.00am on the second Business Day after posting.

26.7 Contracts (Rights of Third Parties) Act

Except in the case of any permitted assignment pursuant to clause 23, the Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of the Agreement as a party to it under the Contract (Rights of Third Parties) Act 1999 or otherwise and neither party may declare itself a trustee of the rights under it for the benefit of any third party.

(b) In each case, addressed to the addresses first stated above or to such other addresses as the Parties may from time to time notify pursuant to this clause 26.3.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

27 Entire Agreement

26.4 Invalidity

If any of the words or provisions of the Agreement shall be deemed to be invalid for any reason, then they shall be read as if the invalid provisions had to that extent been

27.1 Subject to the remaining provisions of this clause 27, the Agreement sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

27.2 Each party acknowledges that in entering into the Agreement it does not rely on any representation, warranty, collateral contract or other assurance of the other party that is not set out in the Agreement.

27.3 Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance provided that nothing in the

Agreement shall, however, limit or exclude any liability for fraudulent misrepresentation.

28 Publicity

28.1 Without prejudice to clauses 18 and 19, each party shall not, and shall procure that its employees, agents, advisers and sub-contractors shall not, make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its legal advisers) concerning the Agreement (including, but not limited to, information concerning the fact that the Parties are engaging in discussions, the existence of the Agreement, the terms of the Agreement, the performance of the Agreement and/or any dispute or disagreement relating to the Agreement) without the prior written consent (not to be unreasonably withheld or delayed) of the other party.

28.2 Clause 28.1 shall not operate so as to prevent the parties from subsequently referring to any matters which have been disclosed in a press release or other public announcement previously agreed and issued pursuant to clause 28.1.

29 Anti-Bribery

29.1 The Reseller shall, and shall procure that its staff, employees, agents and any other persons who perform its obligations under the Agreement (or otherwise carries out activities in relation to it) for and on behalf of it in connection with the Agreement shall:

- (a) comply with all applicable statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including the Bribery Act 2010 ("**Anti-Bribery Laws**");
- (b) not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
- (c) comply with Cellhire's Ethics and Anti-bribery Policy. Which Cellhire may update them from time to time ("**Relevant Policies**");
- (d) have and shall maintain in place throughout the term of the agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Laws and the Relevant Policies, and will enforce them where appropriate;
- (e) not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;

(f) not do or omit to do any act or thing which causes or may cause Cellhire or any Cellhire Group member to be in breach of and/or commit an offence under any Anti-Bribery Laws;

(g) without prejudice to clause 29(f), not do or omit to do any act or thing which causes or may cause Cellhire or any Cellhire Group member to be guilty of an offence under section 7 Bribery Act 2010 (or would or may do so if Cellhire was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and

(h) provide Cellhire or any Cellhire Group member (at the Reseller's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.

29.2 The Reseller shall:

- (a) promptly report to Cellhire or any Cellhire Group member any request or demand for any financial or other advantage of any kind received in connection with the performance of the agreement by it or by its employees, agents or any other person who performs the Agreement (or otherwise carries out activities in relation to it) for or on behalf of it in connection with the agreement; and
- (b) upon request, certify in writing that the Reseller has complied with all of its obligations under this clause 29. The Reseller shall provide such supporting evidence of compliance as Cellhire or any member of the Cellhire Group may reasonably request.

29.3 The Reseller warrants to Cellhire and all members of the Cellhire Group that it has not, and its staff, employees, agents and any other persons who perform the Agreement (or otherwise carries out activities in relation to it) for or on behalf of it in connection with the Agreement have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or

committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 Bribery Act 2010; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of the Agreement.

29.4 Cellhire and/or any Cellhire Group member may terminate the Agreement immediately if the Reseller is in breach of any of its obligations under this clause 29 or if Cellhire or any Cellhire Group member has reasonable cause to believe that such a breach has occurred or may occur.