

REFERRAL AGREEMENT

Referrer Data Capture

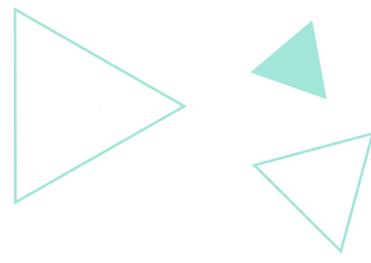
Please enter details requested below, which are required to setup your new referrer account.

Business Details

<i>Business / Trading Name</i>	
<i>Company Name (registered companies only)</i>	
<i>Company Registration (if any)</i>	
<i>Address:</i>	
<i>City:</i>	
<i>County:</i>	
<i>Postcode:</i>	
<i>Country:</i>	
<i>VAT Registration Number (if any)</i>	

Master Contact Details

<i>First Name:</i>	
<i>Last Name:</i>	
<i>Email Address:</i>	
<i>Position:</i>	
<i>Phone Number:</i>	



GRADWELL REFERRAL AGREEMENT

This Agreement is between the following persons and takes effect from the date those persons sign this document in the relevant section below:

(1) Gradwell Communications Limited, a company registered in England and Wales under company number 3673235 and whose registered office is at Westpoint, James Street West, Bath, BA1 2DA (“Gradwell”); and

(2) The party whose details are set out on the preceding page under the ‘business details’ section of the ‘referrer capture form’ (“the Referrer” or “you”),

each a “party” and together “the parties”.

Parties’ signatures

Executed for and on behalf of
Gradwell Communications Limited

Executed for and on behalf of

Signed.....

Signed.....

Name.....

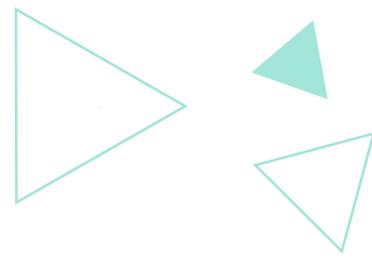
Name.....

Position: Referrer Sales Manager

Position.....

Date.....

Date.....

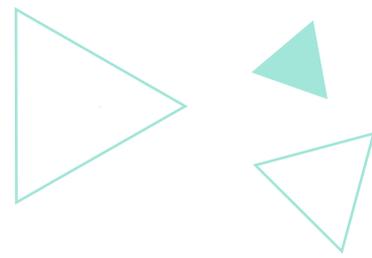


Background

- A. Gradwell is engaged in the business of providing fixed-line and mobile communications services directly to end-users and to resellers.
- B. Gradwell appoints the Referrer as a non-exclusive referrer on the terms set out in this Agreement.

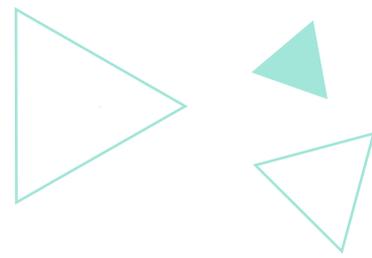
I. Definitions and Interpretation

- I.1. These terms and conditions will govern the Agreement between Gradwell and the Referrer and will take precedence if inconsistent with other published material, save for where this Agreement expressly provides that other published material will prevail.
- I.2. In this Agreement unless the context requires otherwise:
 - I.2.1. references to a clause means a clause of this Agreement;
 - I.2.2. references to this Agreement or any other document are to this Agreement or that document as amended from time to time;
 - I.2.3. the singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;
 - I.2.4. all headings are for convenience, have no legal effect and should be ignored when interpreting this Agreement;
 - I.2.5. the words “other”, “including” and “in particular” do not limit the generality of any preceding words;
 - I.2.6. a reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time; and
 - I.2.7. the definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context otherwise requires) in interpreting words and phrases used in this Agreement.
- I.3. The following have particular meanings in this Agreement:
 - **“Agreement”** means this agreement and Schedule I;
 - **“Applicable Data Protection Legislation”** means the EU General Data Protection Regulation (EU) 2016/679 (“GDPR”), read in conjunction with, and subject to, any

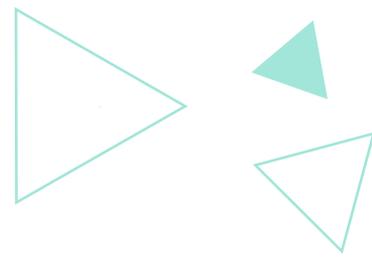


applicable UK national legislation that provides for specifications or restrictions of the GDPR's provisions, or from the date of its implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include (without limitation) the Data Protection Act 2018, the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

- **“Authorised Representatives”** means the person that each party nominates to be its main point of contact in relation to this Agreement (and in the case of Gradwell, is the nominated Referrer Manager);
- **“Commencement Date”** means the date when this Agreement will commence, this being the earlier of either a) the date on which the parties sign this Agreement or b) when the parties trade in a way contemplated by this Agreement (or otherwise act in accordance with its terms) following the expiry of a period of notice served by Gradwell from which point Gradwell has stated the terms of this Agreement shall apply;
- **“Competing Products”** has the meaning given to it in clause 2.6;
- **“Confidential Information”** means information belonging to one party in whatever form which, at the time of provision to the other party, was expressly or by necessary implication identified as being of a confidential nature;
- **“Customer”** means a customer the Referrer introduces or refers to Gradwell who buys Goods and/or Services from Gradwell;
- **“Data Subject”** has the meaning given to it in the Applicable Data Protection Legislation;
- **“Default Event”** means any of the events set out in clauses 11.3.1 to 11.3.3 inclusive;
- **“Dispute”** means a dispute that occurs between the parties in relation to the Agreement, the Goods and Services, or the way in which either party's failure to meet an obligation is to be rectified;
- **“Dispute Notice”** means a written notice given by one party to the other setting out the basis of the Dispute and the action that it believes is necessary to resolve the issue;
- **“Goods”** means the hardware sold by Gradwell to Customers;
- **“Gradwell”** means Gradwell Communications Limited;



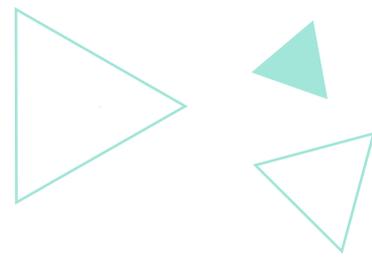
- **“Intellectual Property Rights”** means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created;
- **“Law”** means:
 - (a) any law, statute, regulation, instruction, guideline, determination, designation or code of conduct having force of law of any governmental, supranational or other regulatory authority or agency of competent jurisdiction; or
 - (b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance.
- **“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
 - A SUBSTANTIAL PORTION OF THIS AGREEMENT; OR
 - ANY OF THE OBLIGATIONS SET OUT IN CLAUSE 4.2;In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- **“Personal Data”** has the meaning given to it in the Applicable Data Protection Legislation;
- **“Privacy Policy”** means Gradwell’s privacy policy which is available at <http://www.gradwell.com/privacy>;
- **“Process”** or **“processing”** has the meaning given to it in the Applicable Data Protection Legislation;
- **“Regulator”** means any competent authority recognised by law whose remit and jurisdiction of regulating, policing and/or monitoring extends to the type of business transacted by Gradwell and/or Referrer, and includes, but is not limited to, the Office for Communications (Ofcom) and the Information Commissioner’s Office (the ICO) or any successors or replacements appointed to perform their functions);
- **“SELF-BILLING AGREEMENT”** MEANS AN AGREEMENT COMPRISED OF THE TERMS OF THE MODEL SELF-BILLING AGREEMENT MADE AVAILABLE BY HMRC, A COPY OF WHICH IS SET OUT AT SCHEDULE 2 AND IS REFERRED TO IN HMRC VAT NOTICE 700/62;



- “**Services**” means the electronic communications services and IT services sold by Gradwell to Customers;
- “**Working Day**” means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

2. Appointment and nature of referrer relationship

- 2.1. Gradwell appoints the Referrer to act as a referrer for the duration of this Agreement and the Referrer agrees to act in that capacity subject to the terms of this Agreement. The Referrer will introduce and refer Customers to Gradwell, but it is Gradwell who has the contractual relationship with Customers in respect of the Goods and Services. Gradwell will also bill and provide technical support in relation to the Goods and Services sold to Customers.
- 2.2. Gradwell will pay the Referrer, in accordance with clause 10, a rate of commission for successful referrals which result in the sale of Goods and/or Services to a Customer.
- 2.3. Nothing in this Agreement will prevent Gradwell from supplying the Goods and Services to other clients or elsewhere either directly or via other resellers, referrers or agents.
- 2.4. If the Referrer wishes to become a Gradwell channel partner to earn ongoing commission payments, then the Referrer must sign and enter into a channel partner agreement with Gradwell. Any existing business referred under or in connection with this Agreement shall not be eligible for the payment of ongoing commission under any channel partner agreement.
- 2.5. Without prejudice to clause 2.6, once the Customer has entered into a contract for Goods and/or Services with Gradwell, the Referrer shall not, without Gradwell’s advance written consent (such consent not to be unreasonably withheld or delayed):
 - 2.5.1. contact the relevant Customer again in relation to communications services, except where the Referrer is providing any complementary communications services or hardware; or
 - 2.5.2. pass or otherwise disclose the Customer contact details to any other communications provider at any time.
- 2.6. To the extent that the Referrer supplies products or services which are the same or substantially similar to the Goods and Services (“Competing Products”), for five years from the date of the Referrer introducing any Customer to Gradwell in accordance with clause 2.1, the Referrer shall not actively solicit or actively make any sales of Competing Products



to any such referred Customer without obtaining Gradwell's advance written consent.

3. Referring potential Customers

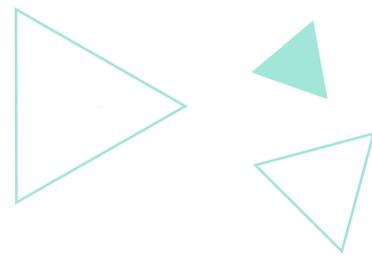
- 3.1. The Referrer must notify Gradwell of each new potential Customer by recording it (and the potential Customer's name and contact details) as specified from Gradwell from time to time. Gradwell will then liaise with the potential Customer and the Referrer acknowledges and agrees that Gradwell may expressly refer to or identify the Referrer when liaising with that potential Customer.
- 3.2. Where Gradwell makes a sale of Goods and/or Services to a Customer, Gradwell shall notify the Referrer of this in writing (which may include email) and shall pay the Referrer commission in accordance with clause 10.
- 3.3. Gradwell shall have the right to accept or reject any referral made by the Referrer as it thinks fit, and shall have no liability to the Referrer if no sales of Goods or Services are made following a referral.
- 3.4. Gradwell shall supply to the Referrer such information as the Referrer may reasonably request (that is in Gradwell's possession) so that the Referrer may better tailor the referrals made in the future.

4. Rights and Duties of the Referrer

- 4.1. The Referrer must not:
 - 4.1.1. describe itself as agent or representative of Gradwell except as expressly authorised by this Agreement;
 - 4.1.2. hold itself out, or permit any person to hold it out, as being authorised to bind Gradwell in any way, nor do any act which might reasonably create the impression that it is so authorised;
 - 4.1.3. use any advertising, promotional or selling materials featuring Intellectual Property belonging to Gradwell, except those which are supplied or expressly approved by Gradwell;
 - 4.1.4. engage in any conduct which in the reasonable opinion of Gradwell is prejudicial to business or the marketing of the Goods or Services or the reputation or goodwill associated with Gradwell more generally.

4.2. The Referrer must:

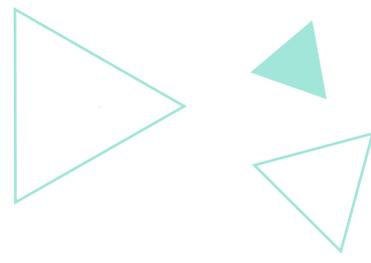
- 4.2.1. Carry out its functions as a Gradwell Referrer in compliance with all relevant Laws;



- 4.2.2. Comply with Gradwell's reasonable instructions and requests concerning the Referrer's discharge of its obligations as Referrer under this Agreement;
- 4.2.3. Where reasonably requested, promptly provide to Gradwell such information and support as may be necessary to enable Gradwell:
 - 4.2.3.1. to carry out its obligations under this Agreement or in connection with any relevant Law; or
 - 4.2.3.2. to give proper effect to this Agreement;
- 4.2.4. Where reasonably requested, promptly provide Gradwell with accurate and up to date contact details of at least one named representative with whom Gradwell is authorised to deal, and promptly notify Gradwell of any changes to this information;

5. Personal Data

- 5.1. The parties shall Process, in accordance with Applicable Data Protection Legislation, all Personal Data belonging to or given to it by the other party.
- 5.2. Without affecting clause 5.1, Gradwell shall Process such Personal Data in accordance with its Privacy Policy.
- 5.3. Neither party shall perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under Applicable Data Protection Legislation.
- 5.4. For the avoidance of doubt, each party may collect, store and Process contact Personal Data (such as names, work email addresses, telephone/mobile work numbers, and work addresses) of the other Party and/or that other party's employees, contractors or agents in connection with the performance of the Agreement or as part of pre-contract negotiations, provided always that such collection and/or Processing will be carried out in accordance with Applicable Data Protection Law and that party's privacy policy.
- 5.5. For so long as the Referrer provides to Gradwell Personal Data of the Referrer's users, employees or any other third party individuals, the Referrer must bring to the attention of those individuals the contents of Gradwell's Privacy Policy.
- 5.6. Where the Referrer or relevant Customers are based in the European Economic Area (EEA) and the Referrer wishes or is required to pass to Gradwell personal data belonging to the Referrer's users, employees or a Customer as part of Gradwell providing Services or otherwise giving effect to this Agreement, the following will apply in the event that the UK leaves the European Union (EU) unless and until the EU Commission makes in favour of the UK an 'adequacy decision' for the purposes of chapter V of the GDPR:



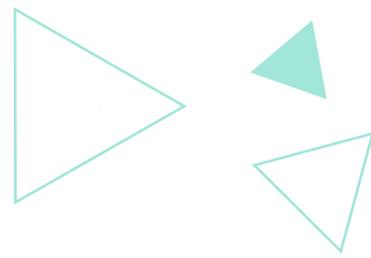
- 5.6.1. The Parties will use their reasonable endeavours to promptly enter into an agreement comprised of the standard contractual clauses recognised by the EU as an 'appropriate safeguard' under article 46 of the GDPR.
- 5.7. The Referrer agrees that, to the extent permitted by applicable Law, Gradwell will not be liable for any claim, whether threatened or actual, arising out of or in connection with any action or omission by Gradwell, to the extent that such action or omission:
- 5.7.1. results from any failure by the Referrer to comply with this clause 5; or
- 5.7.2. results from Gradwell complying in good faith with any instructions issued by the Referrer in connection with Personal Data belonging to the Referrer, its Customers, employees, users or any other relevant third party.
- 5.8. The Referrer will indemnify, hold harmless and defend Gradwell from and against any claim contemplated by clause 5.7 that is brought against Gradwell by any third party, including a Data Subject.

6. Intellectual Property Rights

- 6.1. Gradwell and its wholesale suppliers are the owners or licensees of all Intellectual Property Rights that exist in the Goods and Services.
- 6.2. All Intellectual Property Rights that exist in the Goods and Services will remain with Gradwell and its wholesale suppliers. This will not affect the Referrer's right or ability to refer Customers for the purposes of the Agreement.

7. Limitation of Liability

- 7.1. Nothing in this Agreement in any way excludes or restricts Gradwell's liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be validly restricted under English Law.
- 7.2. For any one event or a series of events, Gradwell's maximum liability in contract, tort (including negligence) or otherwise under or in connection with this Agreement, is limited to 100% of the commission payable to the Referrer during the duration of the event(s) complained of.
- 7.3. In no event (including Gradwell's own negligence), and even if Gradwell has been advised of the possibility of such losses, will Gradwell be liable for any:
- 7.3.1. loss of profit, contract, business or anticipated savings;
- 7.3.2. loss of goodwill or reputation;



- 7.3.3. special, indirect or consequential loss;
 - 7.3.4. damage to or loss of data or other information; or
 - 7.3.5. interrupted communications.
- 7.4. Gradwell will have no liability for goods and/or services provided by third parties or for any type of loss or damage which is the result of any act or omission of any third party (including, without limitation, engineers from BT Openreach or any similar entity).
- 7.5. Gradwell will not be liable for any delay or failure in the performance of our obligations under this Agreement where such delay or failure is attributable to matters beyond Gradwell's reasonable control as set out under clause 20.
- 7.6. To the fullest extent permitted by Law, Gradwell excludes all terms implied by Law that are not expressly set out in this Agreement including, without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. The Referrer's statutory rights are unaffected.

8. Indemnity

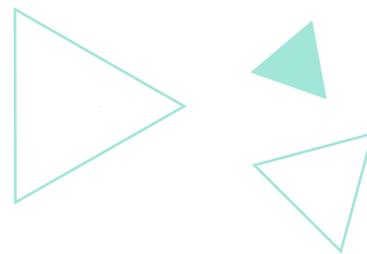
- 8.1. The Referrer will indemnify and keep Gradwell fully indemnified from and against any and all actions, demands, costs (on a full indemnity basis), losses, penalties, charges, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it and resulting from:
- 8.1.1. Any breach of this Agreement by the Referrer or its employees, agents, consultants, contractors or affiliates;
 - 8.1.2. the Referrer's infringement (whether innocently or knowingly) of third party rights (including without limit Intellectual Property Rights);
 - 8.1.3. Any breach of any relevant Law by the Referrer.

9. Changes to the Agreement and commission

Changes to the Agreement

- 9.1. Gradwell may amend this Agreement on giving the Referrer at least 31 days' notice in writing.

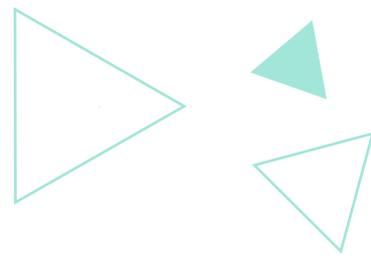
Changes to commission rates



- 9.2. Gradwell may amend the rates of commission on giving the Referrer at least 31 days' notice in writing.

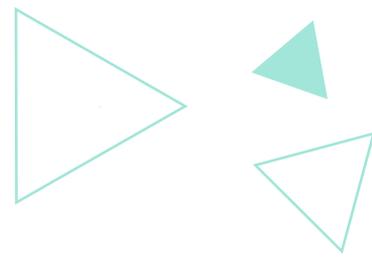
10. Commission paid to the Referrer

- 10.1. Gradwell shall pay the Referrer a rate of commission (as specified in schedule I) for each Customer referred to Gradwell who goes on to purchase (and pays for) Goods and/or Services from Gradwell for three consecutive months. The Referrer must provide Gradwell with valid bank account details for the payment of commission to be made. The commission to be paid is a fixed sum and is paid on a one-off basis only.
- 10.2. Under no circumstances will any commission payment become due to the Referrer until the Customer has started paying for the Goods and/or Services received over three consecutive months. Where the customer exercises during the initial three-month billing period any valid right under Law or its contract with Gradwell to cancel or terminate the contract, or cease receiving the relevant Services, no commission shall be payable to the Referrer. Once Gradwell has paid the relevant commission to the Referrer, no further commission shall be (or become) payable in respect of that same Customer unless otherwise expressly agreed by the parties in writing.
- 10.3. Any loss of billed revenue at any time due to non-payment, administration, liquidation, billing error or any other activity of the Customer, including but not limited to any unusual call activity or fraudulent call activity will result in the commission already paid in respect of the relevant Customer being clawed back from the Referrer either by means of set-off against the next planned or anticipated commission payment, or if there is no planned or anticipated commission payment then by submission of an invoice to the Referrer which the Referrer agrees to pay within thirty (30) days of the date of invoice.
- 10.4. Gradwell shall self-bill commission on the Referrer's behalf and pay that commission in accordance with clause 10. To give proper effect to this self-billing arrangement, the parties hereby agree that the provisions of the Self-Billing Agreement shall, for the duration of this Agreement, apply as if set out here **in extenso**. Where a change in applicable Law occurs which requires changes to be made to the terms of any Self-Billing Agreement, the parties shall on reasonable request by either party, meet and negotiate in good faith changes to the Self-Billing Agreement to reflect the change in the Law. Any modified terms which are agreed between the parties following such negotiation shall be incorporated into subsequent Self-Billing Agreements, with any further changes to the Law (and corresponding changes needed to any Self-Billing Agreement) being dealt with in accordance with this clause 10.4.



Disputed commission

- 10.5. If the Referrer disputes commission paid by Gradwell, the Referrer must notify the Referrer Manager in writing within 10 days of receipt of details of the commission. Any such disputed commission will be dealt with in accordance with the dispute resolution procedure set out under clause 12.



11. Duration and termination

Duration of this Agreement

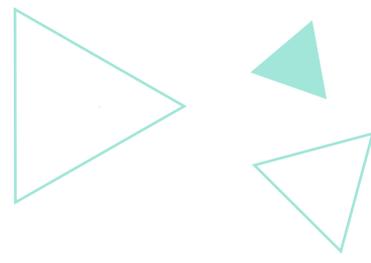
- 11.1. This Agreement starts on the Commencement Date for a minimum term of 90 days and will continue after that until terminated in accordance with clause 11.3 or a Default Event occurs.

Termination of this Agreement

- 11.2. Either party may terminate this Agreement at any time for any reason by giving to the other 31 days' written notice.
- 11.3. Gradwell may on immediate written notice terminate this Agreement if one or more of the following events occurs:
- 11.3.1. the Referrer commits any Material Breach of this Agreement (which in the case of a breach capable of being remedied, has not been remedied within 14 days of receiving from Gradwell a notice specifying the breach and requiring its remedy);
 - 11.3.2. the Referrer is subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal for it to enter into any arrangement or composition with or for its creditors or a receiver or liquidator or trustee in bankruptcy is appointed over it or any of its assets or any similar circumstances; or
 - 11.3.3. Gradwell is required to do so by a Regulator or other competent authority.
- 11.4. On termination of this Agreement for any reason, each party's accrued rights and liabilities will be unaffected.

12. Dispute resolution

- 12.1. The parties will use their reasonable endeavours to resolve amicably and quickly any Dispute that either party raises. In doing so, the parties will work together in accordance with the arrangements detailed in the remainder of this Clause 12.
- 12.2. Where either party wants to raise a Dispute, it must send the other party a Dispute Notice.
- 12.3. Within 7 days of the date of the Dispute Notice, each party must refer the Dispute to their Authorised Representative for resolution.
- 12.4. If the Authorised Representatives are unable to resolve the Dispute within 7 days, they shall each escalate the issues concerned in accordance with the escalation process set out below:
- 12.4.1. on behalf of Gradwell:



- (a) The Referrer Manager; and
- (b) Chief Executive Officer.

12.4.2. on behalf of the Referrer:

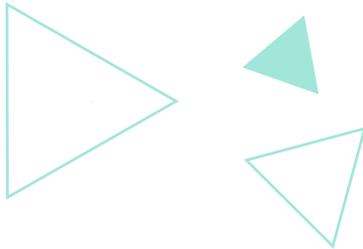
- (a) Its nominated contact; and
- (b) Chief Executive Officer (or equivalent management figure).

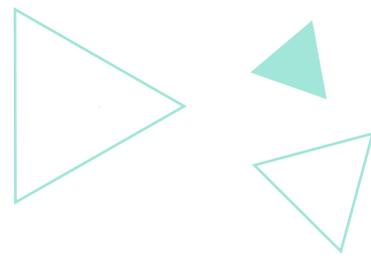
- 12.5. If, within 31 days of a Dispute Notice being issued, the parties have failed to resolve the relevant Dispute using the escalation process outlined above, then they will, with the assistance of CEDR, seek to resolve the Dispute amicably by using an alternative dispute resolution (ADR) procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure, or if in any event the Dispute is not resolved to the satisfaction of both parties within 60 days after it has arisen, the parties may commence court proceedings in accordance with clause 26.
- 12.6. The dispute resolution procedure set out under this clause 12 will not affect the right of the Gradwell to suspend any Service in accordance with this Agreement.

13. Confidentiality

- 13.1. The parties agree not to use Confidential Information belonging to the other party for any purpose other than in connection with this Agreement or to disclose any such Confidential Information to any unauthorised third party without prior permission.
- 13.2. Clause 13.1 will not apply to information which:
- 13.2.1. enters the public domain other than through breach of clause 13.1;
 - 13.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;
 - 13.2.3. is required to be disclosed by applicable Law or competent authority;
 - 13.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of this Agreement;
 - 13.2.5. is reasonably disclosed to professional advisers; or
 - 13.2.6. is otherwise permitted in accordance with this Agreement or any associated document.

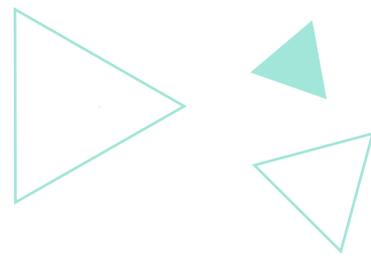
14.





15. Notices

- 15.1. Any notice or other communication required under or in connection with this Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number or by email to the other party's nominated email address.
- 15.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by fax or email, at 9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.
- 15.3. Neither party will use email for the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.



16. Non-Solicitation of staff

- 16.1. Each party agrees that it will not at any time prior to termination of this Agreement, or for 12 months after its termination, do any of the following in respect of the other party's staff:
- 16.1.1. employ or offer to employ any person who immediately before that employment or offer of employment was employed by the other party; or
 - 16.1.2. employ or offer to employ any person who was employed by the other party at any time during the 12 months before the employment or offer of employment; or
 - 16.1.3. directly or indirectly induce any employee to leave the other party's employ.

17. Entire Agreement

- 17.1. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter provided that the obligations of the parties under any pre-existing non-disclosure agreement will remain in full force and effect in so far as there is no conflict with this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

18. Severance

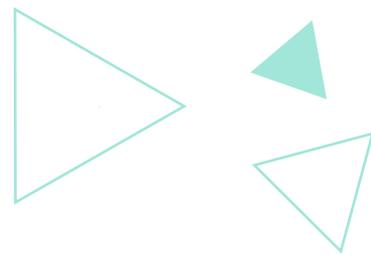
- 18.1. If any provision of this Agreement is or becomes prohibited by Law or is judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

19. Assignment

- 19.1. The Referrer may not assign this Agreement or subcontract or resell any of the Services without Gradwell's prior written consent. Gradwell may assign this Agreement or subcontract any of the Services at its sole discretion (acting reasonably).

20. Matters beyond reasonable control

- 20.1. If either party is prevented, hindered or delayed from performing any obligation under this Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the relevant party is not responsible, change of law or any other cause whether similar or



dissimilar that is outside its reasonable control, then it will have no liability to the other party for any resulting failure, delay, defect or omission in performing its obligations under this Agreement.

- 20.2. If any of the events detailed in clauses 20.1 materially affects the performance of the Agreement and continues for more than three months, then either party may terminate the Agreement immediately in (in respect of some or all of the Services) by providing written notice to the other.

21. Third Parties

- 21.1. This Agreement does not confer any benefit which may be enforced by any third party and the provisions of The Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

22. Waiver

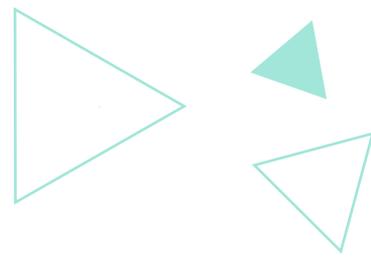
- 22.1. Unless a party expressly waives its rights in writing, no delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement will either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

23. Nature of relationship

- 23.1. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

24. Survival

- 24.1. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clauses **Error! Reference source not found.** to 2.6 inclusive, clause 13 (confidentiality), clause 0 (duration and termination), clause 8 (indemnity), clause 0 (non-solicitation) clause 26 (governing law) shall remain in full force and effect.

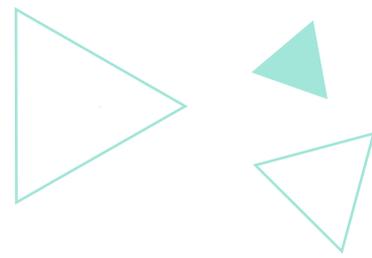


25. Order of priority

- 25.1. In the event of any conflict between the main body of this Agreement, the schedules and any other document expressly referred to in the main body of this Agreement, the following order of precedence will apply:
- a) The main body of this Agreement;
 - b) The schedules to this Agreement;
 - c) Any document expressly referred to in this Agreement.

26. Governing law and jurisdiction

- 26.1. Where the Referrer is based within the United Kingdom, the Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of the country where the Referrer is based, and will be subject to the exclusive jurisdiction of the courts of that country.
- 26.2. Where the Referrer is based outside of the United Kingdom, the Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales, and will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 26.3. For the purposes of clause 26, the Referrer is based in a country where it has its registered office, or, where it has no registered office, where it has its principal place of trading.

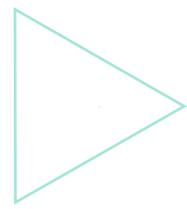


Schedule I — Commission

I. Commission rates

1.1. When the parties discuss each potential Customer referral that the Referrer proposes to make for the purposes of this Agreement, Gradwell will confirm in writing the commission rate that it will pay as a one-off payment to the Referrer in accordance with this Agreement. The table below sets out indicative figures for the payment of commission that shall apply where the parties fail to agree bespoke commission rates.

Service	12-month minimum contract period	24-month minimum contract period	36-month minimum contract period	60-month minimum contract period
SIP (revenue)	10%	10%	10%	10%
Call bundles (revenue)	10%	10%	10%	10%
Ethernet (margin)	10%	N/A	10%	10%
3CX/Wave	Dependent on project	Dependent on project	Dependent on project	Dependent on project



Schedule 2 — Self-Billing Agreement

This is an agreement to a self-billing procedure between:

Customer name: _____ VAT number: _____

and

Supplier name: _____ VAT number: _____

The self-biller (the customer) agrees:

1. to issue self-billed invoices for all supplies made to them by the self-billee (the supplier) until ___/___/___ (inset **either** an end date for the agreement **or** the date your contract ends).
2. to complete self-billed invoices showing the supplier's name address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. to make a new self-billing agreement in the event that their VAT registration number changes.
4. to inform the supplier if the issue of self-billed invoices will be outsourced to a third party.

The self-billee agrees:

1. to accept invoices raised by the self-biller on their behalf until ___/___/___ (inset **either** an end date for the agreement **or** the date your contract ends).
2. not to raise sales invoices for the transactions covered by this agreement.
3. to notify the customer immediately if they
 - change their VAT registration number;
 - cease to be VAT registered; or
 - sell their business, or part of their business.

Signed by: _____

Signed by: _____

On behalf of: _____

On behalf of: _____

Date: _____

Date: _____