

SELECT PARTNER AGREEMENT

New Partner Data Capture

Please enter details requested below, which are required to setup your new partner 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>	

Your Partner Account

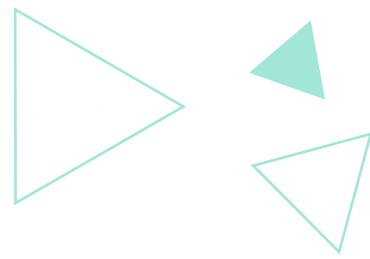
If you wish to use a different display name on customer control panels and default email templates, please specify this below:

<i>Display Name:</i>	
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If you would like to use a custom domain for control panel access and phone registration details, please specify below:

<i>Custom Domain Name:</i>	
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If you do not specify a custom domain, we will create your account using your display name as a sub domain of voip-system.net (e.g. displayname.voip-system.net)



Control Panel Users

We will create an account for your master contact detailed above automatically.

If you wish to register additional staff for access to the partner portal, training scheme and VoIP administration area please provide details below. We will email login instructions to each user.

	<i>First Name</i>	<i>Last Name</i>	<i>Email Address</i>
<i>Additional User 1:</i>			
<i>Additional User 2:</i>			
<i>Additional User 3:</i>			
<i>Additional User 4:</i>			
<i>Additional User 5:</i>			

Account Security

Please detail 4-digit PIN, containing only numbers and no recurring digits. You and your staff will be asked to confirm this PIN when contacting Gradwell to discuss your partner account.

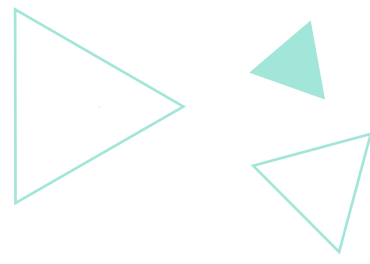
<i>PIN:</i>	<input type="text"/>
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Confirmation of payment will be sent to you via email.

Team Introduction

Please write a short introduction to your company, team and goals. This introduction will be distributed to the Gradwell team after signup as part of your 'onboarding' process.

<i>Introduction:</i>	<input type="text"/>
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GRADWELL SELECT PARTNER 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 pages under the ‘business details’ section of the ‘new partner capture form’ (“the Partner” 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.....

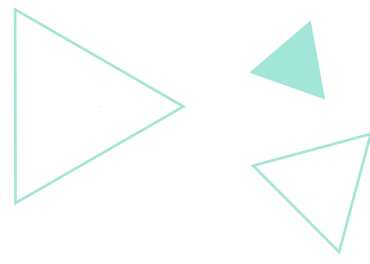
Name.....

Position: Partner Sales Manager

Position.....

Date.....

Date.....

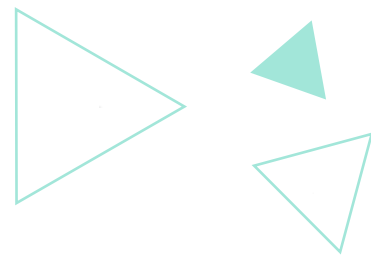


Background

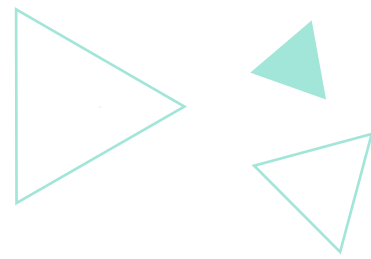
- A. Gradwell is engaged in the business of providing fixed-line and mobile communications services directly to end-users and to resellers (or “partners”).
- B. Gradwell appoints the Partner as a non-exclusive select partner on the terms set out in this Agreement.

I. Definitions and Interpretation

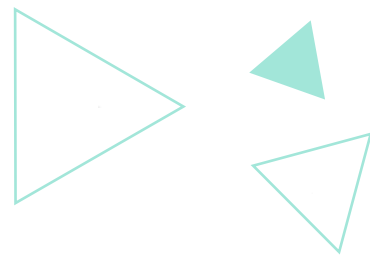
- I.1. These terms and conditions will govern the Agreement between Gradwell and the Partner and will take precedence if inconsistent with other published material, save for where this Agreement expressly provides that other published material will prevail.
- I.2. In this Agreement unless the context 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 all schedules annexed to it;



- **“Anti-Fraud Measures”** means the automated fraud detection and credit control measures operated by Gradwell to guard against and help mitigate the effects of fraudulent and other malicious activity associated with the Services;
- **“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 Partner Manager);
- **“Call Tariffs”** mean the rates Gradwell charges Customers on a pence per minute basis for calls made using Gradwell’s voice communications services;
- **“Challenge Phrase”** means a confidential word or phrase known only by Gradwell and the Partner to be used for account verification purposes;
- **“Charges”** means the amount of money charged by Gradwell to Customers for the Goods and Services provided to them in connection with the Partner carrying out its duties under this Agreement;
- **“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;
- **“Communications Provider”** or **“CP”** will have the meaning given to it in Ofcom’s General Conditions of Entitlement (as amended from time to time);
- **“Competing Products”** has the meaning given to it in clause 2.5;
- **“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;



- “**Control Panel**” means that section of the Website through which the Partner and/or Customer can, among other things, access their Gradwell account and purchase, amend, manage or administer the relevant Services;
- “**Customer**” means the customers introduced or referred to Gradwell by the Partner and to whom Gradwell sells Goods and Services;
- “**Data**” means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form that the Partner or Customers generate, store, transmit or use in connection with the Services;
- “**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 12.4.1 to 12.4.3 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;
- “**Fair Use Policy**” means Gradwell’s requirements and stipulations for fair use of the relevant Services made available at <http://www.gradwell.com/fup/> which may be amended from time to time;
- “**Goods**” means the hardware sold by Gradwell to Customers as detailed in the Sales Record;
- “**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

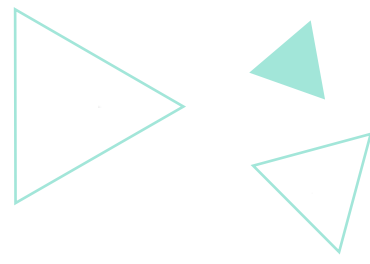


(b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance.

- **“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 5.2;

In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

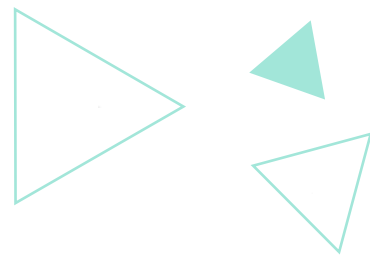
- **“Minimum Contract Period”** means the minimum period for which the Customer will be contractually bound, as specified in Gradwell’s standard terms and relevant annexes (set out at <https://www.gradwell.com/terms-conditions/>) in respect of any sale of Goods or Services made to a Customer;
- **“New Business Target”** has the meaning given to it in clause 11.2.2;
- **“Partner Manager”** means the representative of Gradwell nominated as the Partner’s point of contact with Gradwell, which may change from time to time;
- **“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 Partner, 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);
- **“Sales Record”** means the record of sales of Goods and Services made by Gradwell to Customers;
- **“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 as detailed in the Sales Record;



- **“Support Team”** means the support engineers employed or instructed by Gradwell to provide technical support in relation to its Goods and Services;
- **“Website”** means our web presence at www.gradwell.com (including any associated website, web-page, or sub-page of that website);
- **“Withheld Commission”** has the meaning given to it in clause 11.2.2;
- **“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 partner relationship

- 2.1. Gradwell appoints the Partner to act as a select partner, that is a non-exclusive reseller of the Goods and Services for the duration of this Agreement and the Partner agrees to act in that capacity subject to the terms of this Agreement. More specifically, the Partner 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. In accordance with clause 11, Gradwell will pay the Partner a rate of commission on the Charges for Goods and Services paid by Customers that are introduced or referred to Gradwell by the Partner during the term of the Agreement. The commission is payable for the duration of the Agreement in respect of all Charges paid by relevant Customers (including both the initial purchase and periodic ongoing charges). The commission rates are set out in schedule 1.
- 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 or agents.
- 2.4. In accordance with clause 12.1, the Agreement will start on the Commencement Date, but Gradwell does not undertake or warrant that the Services will be supplied or activated within a specific period of time, unless otherwise expressly stated in writing by the Partner Manager.
- 2.5. To the extent that the Partner 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 Partner introducing any Customer to Gradwell in accordance with clause 2.1, the Partner shall not actively solicit or actively make any sales of Competing Products to any such referred Customer without obtaining Gradwell’s advance written consent.
- 2.6. Gradwell recommends that the Customer and not the Partner places orders with Gradwell for Goods and/or Services, but where the Partner places such orders on the Customer’s behalf:



- 2.6.1. The Partner must at all times act in good faith and only place orders where the Partner has obtained the Customer's express consent to do so;
- 2.6.2. As part of obtaining that consent, the Partner must ensure that the Customer is fully aware of the implications that result from the placing an order, including (without limitation) the charges they must pay and the Minimum Contract Period and other contract terms they will be bound by;
- 2.6.3. The Partner shall indemnify Gradwell in accordance with clause 9.1.2.

3. Referring new Customers

- 3.1. The Partner must notify Gradwell of each new Customer referral by recording it via the Control Panel. Gradwell will record on the Sales Record relevant sales of Goods or Services made to Customers. The Sales Record will be sent to the Partner by email each month. Gradwell will pay the Partner commission in accordance with clause 11 in respect of those sales.

4. Nature of the Services, and the rights and duties of Gradwell

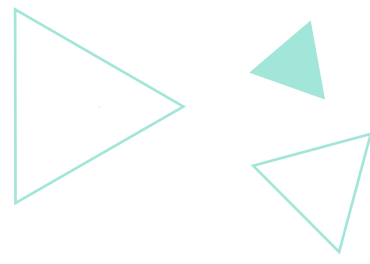
- 4.1. Gradwell will supply the Services using the reasonable skill and care that may be expected from a competent supplier electronics communications services and shall take steps to ensure the Services are fault free and uninterrupted so far as is reasonably practicable.
- 4.2. However, it is not a condition of this Agreement, nor does Gradwell warrant or guarantee that the Services will be uninterrupted, secure or error-free.
- 4.3. The Partner acknowledges and agrees that Gradwell relies on third parties to deliver telephone calls and other communications associated with the Services to and from the Gradwell network. The performance of such third parties and their equipment is a matter beyond Gradwell's reasonable control (as more fully described in clause 20). Gradwell may have to suspend the Services for emergency repairs, maintenance or improvement without prior notice. If Gradwell does this, it will restore the affected Services as quickly as reasonably practicable.
- 4.4. Using email and placing information on the Website, Gradwell will provide and update the Partner at appropriate intervals (determined at Gradwell's discretion, acting reasonably) with the following:
 - 4.4.1. information about the relevant Goods and Services;
 - 4.4.2. sales and marketing materials relating to the Goods and Services for the Partner to use, reproduce and distribute solely for the purposes of this Agreement; and
 - 4.4.3. training through the Control Panel on the use, sale and support of the Goods and Services.



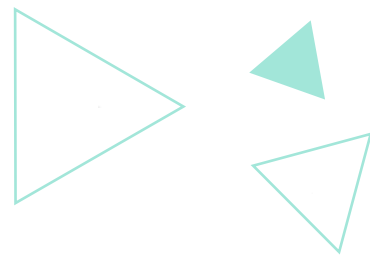
- 4.5. Gradwell may suspend the Services for any of the following reasons:
- 4.5.1. repair;
 - 4.5.2. maintenance;
 - 4.5.3. improvement;
 - 4.5.4. if malicious access/activity is detected;
 - 4.5.5. or if it is reasonably believed that:
 - 4.5.5.1. Any Customer is or has been contravening any relevant Law, or is contravening Gradwell's standard terms; or
 - 4.5.5.2. The Partner is or has been contravening any relevant Law, or is contravening the terms of this Agreement.
- 4.6. In the case of suspension of Services for repair, maintenance or improvement, Gradwell will use its reasonable endeavours to try to provide as much notice as possible and to restore the affected Services as quickly as reasonably practicable. In the case of suspension of Services where malicious activity is suspected, the suspension will last until Gradwell is satisfied (acting reasonably) that the circumstances that gave rise to the malicious activity have ceased and suitable measures have been put in place by the Partner and/or Gradwell to prevent further occurrences.
- 4.7. Gradwell will implement, with reasonable skill and care the Anti-Fraud Measures which will provide information and statistics to the Partner by means of email and the Control Panel not less than twice per Working Day, to assist the Partner in managing usage of any Services to which the Measures are expressly stated to relate. However, Gradwell gives no commitment or assurance as to the effectiveness of the Anti-Fraud Measures and use of the Anti-Fraud Measures will not relieve the Partner of the need to closely monitor Customers' accounts and encouraging Customers to exercise all due care in adopting good security practices in line with any advice given by Gradwell (including, but not limited to, using only robust passwords).

5. Rights and Duties of the Partner

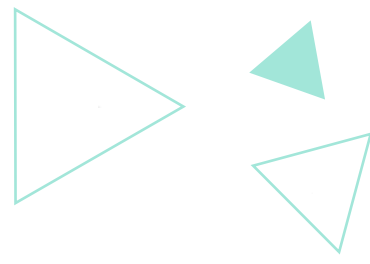
- 5.1. The Partner must not:
- 5.1.1. describe itself as agent or representative of Gradwell except as expressly authorised by this Agreement;
 - 5.1.2. hold itself out, or permit any person to hold it out, as being authorised to bind Gradwell in any way, nor do any act which might reasonably create the impression that it is so authorised;



- 5.1.3. use any advertising, promotional or selling materials featuring Intellectual Property belonging to Gradwell, except those which are supplied or expressly approved by Gradwell;
 - 5.1.4. 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.
- 5.2. The Partner must:
- 5.2.1. Carry out its functions as a Gradwell partner in compliance with all relevant Laws;
 - 5.2.2. Comply with Gradwell's reasonable instructions and requests concerning the Services and the Partner's discharge of its obligations as a select partner under this Agreement;
 - 5.2.3. Where reasonably requested, promptly provide to Gradwell such information and support as may be necessary to enable Gradwell to carry out its obligations under this Agreement or in connection with any relevant Law;
 - 5.2.4. 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;
 - 5.2.5. Agree that where Gradwell is advised in writing by any Regulator, police force, or competent authority that the Partner is, has been, or may have been in breach of any relevant Law , Gradwell will be entitled to act on any request or recommendation which appears genuine (as determined by Gradwell acting reasonably) for access to any relevant Services to be barred or modified as requested, or to provide any information in relation to the Partner, Customers and Services in question;
 - 5.2.6. Agree to provide all reasonable assistance to Gradwell which Gradwell may request in respect of Gradwell's compliance with any relevant Law which affects, or may affect, the Services;
 - 5.2.7. Agree that if approached directly by a Regulator, police force or competent authority, to use all reasonable endeavours to comply with any genuine request or instruction;
 - 5.2.8. Be responsible for all persons who use its username and password to access the Services and/or Control Panel (whether or not that Partner has authorised that person);



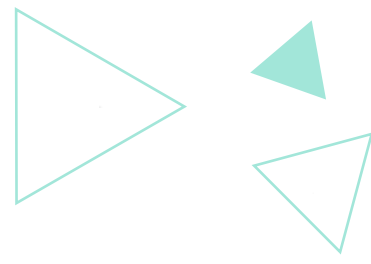
- 5.2.9. Partner must ensure that its staff maintains an appropriate degree of knowledge of Gradwell Goods and Services so as to properly discharge its obligations under this Agreement;
- 5.2.10. Keep its usernames and passwords secure, and use only robust and secure passwords created in line with industry best practice and any security guidance given by Gradwell to the Partner from time to time.
- 5.2.11. Pay the relevant set-up fee of £250.00, which excludes VAT and is non-refundable;
- 5.2.12. Use an agreed Challenge Phrase when requesting changes to any aspect of the Services. The Partner acknowledges and agrees that Gradwell is authorised to comply with instructions accompanied by the Challenge Phrase and any other identity verification measures Gradwell may implement from time to time;
- 5.2.13. Take all reasonable steps in respect of matters in its control to minimise any risk of security breaches in connection with Customers' use of the Goods and Services;
- 5.2.14. Notify Gradwell of any unauthorised access to its accounts or those of its Customers which the Partner believes may affect the overall security of the Services;
- 5.2.15. Comply with all appropriate security checks which Gradwell may implement from time to time; and
- 5.2.16. Exercise all reasonable care and diligence in reselling the Services including, but not limited to, carefully following the guidance and instructions given by the Support Team in relation to security and technical issues and other such matters. Where the Partner uses a custom domain name provided by a third party registrar, the Partner should ensure that the DNS values provided by Gradwell upon registration as a Gradwell Partner are correctly configured with the registrar which provided the domain name.



6. Personal Data and Data

Personal Data

- 6.1. The parties shall Process, in accordance with Applicable Data Protection Legislation, all Personal Data belonging to or given to it by the other party.
- 6.2. Without affecting clause 6.1, Gradwell shall Process such Personal Data in accordance with its Privacy Policy.
- 6.3. 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.
- 6.4. 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.
- 6.5. For so long as the Partner provides to Gradwell Personal Data of the Partner's users, employees or any other third party individuals, the Partner must bring to the attention of those individuals the contents of Gradwell's Privacy Policy.
- 6.6. Where the Partner or relevant Customers are based in the European Economic Area (EEA) and the Partner wishes or is required to pass to Gradwell personal data belonging to the Partner'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:
 - 6.6.1. 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.
- 6.7. The Partner 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:
 - 6.7.1. results from any failure by the Partner to comply with this clause 0; or
 - 6.7.2. results from Gradwell complying in good faith with any instructions issued by the Partner in connection with Personal Data belonging to the Partner, its Customers, employees, users or any other relevant third party.



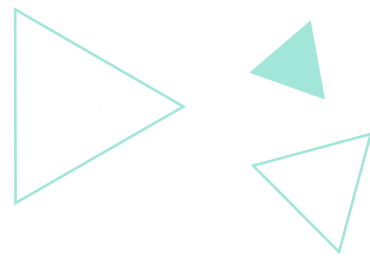
- 6.8. The Partner will indemnify, hold harmless and defend Gradwell from and against any claim contemplated by clause 6.7 that is brought against Gradwell by any third party, including a Data Subject.

Data that is not Personal Data

- 6.9. Gradwell does not provide a back-up of the Data belonging to the Partner or the Customer, nor does it guarantee the integrity of Data. The Partner should regularly backup the Data that it wishes to store using the Services or in connection with the Services. However, Gradwell will use its reasonable endeavours to provide copies of Data for disaster recovery purposes, but no assurance, warranty or any other form of representation is given in this regard, and Gradwell will have no liability in connection with any attempt to recover Data.
- 6.10. Gradwell may access, copy, preserve, disclose, remove, suspend or delete any Data:
- 6.10.1. if it is required to do so by applicable Law or competent authority; or
 - 6.10.2. if reasonably required for the purposes of carrying out its obligations, or enforcing its rights, under the Agreement; or
 - 6.10.3. if it is otherwise permitted under the Agreement; or
 - 6.10.4. if such Data is prohibited under the Agreement.

7. Intellectual Property Rights

- 7.1. Gradwell and its wholesale suppliers are the owners or licensees of all Intellectual Property Rights that exist in the Goods and Services.
- 7.2. All Intellectual Property Rights that exist in the Goods and Services will remain with Gradwell and its wholesale suppliers. This will not affect the Partner's right or ability to refer Customers for the purposes of the Agreement.
- 7.3. Except where the Partner expressly refuses or withdraws permission, the Partner agrees that Gradwell may (acting reasonably) use the Partner's name, logo and other mark(s) or details for genuine marketing activities in connection with Gradwell's business, provided always that such activities do not adversely impact or harm the Partner's reputation, goodwill or Intellectual Property Rights.

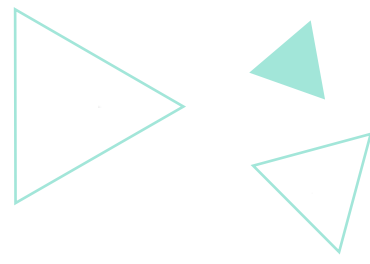


8. Limitation of Liability

- 8.1. 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. The Partner's statutory rights are unaffected.
- 8.2. 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 Partner during the duration of the event(s) complained of.
- 8.3. 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:
- 8.3.1. loss of profit, contract, business or anticipated savings;
 - 8.3.2. loss of goodwill or reputation;
 - 8.3.3. special, indirect or consequential loss;
 - 8.3.4. damage to or loss of Data or other information; or
 - 8.3.5. interrupted communications.
- 8.4. 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).
- 8.5. 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.
- 8.6. 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 Partner's statutory rights are unaffected.

9. Indemnity

- 9.1. The Partner 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:
- 9.1.1. Any breach of this Agreement by the Partner or its employees, agents, consultants, contractors or affiliates;



- 9.1.2. Any situation where the Partner places an order with Gradwell for Goods and/or Services on the Customer's behalf;
- 9.1.3. the Partner's infringement (whether innocently or knowingly) of third party rights (including without limit Intellectual Property Rights);
- 9.1.4. Any breach of any relevant Law by the Partner.

10. Changes to the Agreement, the Charges and the Services

Changes to the Agreement

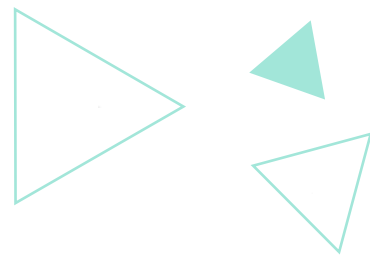
- 10.1. Gradwell may amend this Agreement on giving the Partner at least 31 days' notice in writing.

Changes to commission rates and Charges

- 10.2. Gradwell may amend the rates of commission on giving the Partner at least 31 days' notice in writing.
- 10.3. Gradwell may amend the Charges on giving the Partner at least 31 days' notice in writing.
- 10.4. Gradwell may amend the Call Tariffs at any time by giving the Customer at least 14 days' notice in writing and Gradwell shall notify the Partner in writing whenever the Call Tariffs change.
- 10.5. The Charges will also change if the Customer requests a change of Services or if Gradwell impose a charge for the Customer going over the usage cap in line with Gradwell's Fair Use Policy.
- 10.6. Gradwell may also amend the Charges if required by Law or any competent regulatory authority. Gradwell will use its reasonable endeavours to provide the Partner with notice in writing before any change to the Charges take effect under this clause 10.6.

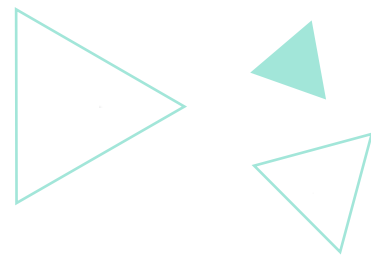
Changes to the Services

- 10.7. Gradwell may from time to time change, replace or withdraw Services in accordance with this Agreement.
- 10.8. Without affecting Gradwell's right to suspend the Services under this Agreement, Gradwell will give the Partner at least 31 days' notice in writing if Gradwell makes any change to the Services which affects the Charges, or if Gradwell withdraws any relevant Services. Gradwell will give the Partner written notice of any other change to the Services provided to the Customer.



11. Commission paid to the select Partner

- 11.1. As set out in clause 2.2, Gradwell will invoice the Customer for all relevant sales of Goods and Services and, subject to clause 11.2, will pay the Partner a rate of commission for the duration of the Agreement in respect of all Charges (excluding VAT) that are paid by the relevant Customers (including both the initial purchase and periodic ongoing charges). The commission rates are set out in schedule 1. Commission is paid on a monthly basis in arrears.
- 11.2. The Partner shall be eligible to receive commission on the Charges paid by the Customer to Gradwell provided that:
- 11.2.1. The total amount of commission due to the Partner for the relevant month exceeds £10.00 (excluding VAT); and
 - 11.2.2. The Partner refers business to Gradwell which results in Gradwell making at least £25.00 per month of new sales (whether to new or existing Customers) of any voice, cloud or connectivity Service, excluding Goods, one-off charges, set-up fees and call charges, and, in all cases, excluding VAT (“**New Business Target**”). In respect of any month where the Partner fails to achieve the New Business Target, the Partner shall not receive commission for that month (“**Withheld Commission**”). However, the Partner shall be eligible to subsequently receive Withheld Commission for a relevant month where:
 - a) The Partner achieves, on average, the New Business Target across the six-month period in which the relevant month falls, starting from the Commencement Date; or
 - b) The Partner achieves, on average, the New Business Target across the six-month period immediately following the period in clause 11.2.2 a), after which point the Partner shall permanently lose the right to be paid the relevant Withheld Commission; and
 - 11.2.3. The Partner has provided Gradwell with valid bank account details for the payment of commission to be made.
- 11.3. Gradwell shall self-bill commission on the Partner’s behalf and pay that commission in accordance with clause 11. 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 11.3.

- 11.4. For the avoidance of doubt, commission shall only be paid to the Partner in respect of Charges paid by the relevant Customers. In the event that the Customer ceases to pay the Charges for the relevant Goods and/or Services, the Partner shall not be eligible to receive any commission in respect of the relevant Goods and/or Services unless and until the Customer resumes payment of the Charges.

Disputed commission

- 11.5. If the Partner disputes commission paid by Gradwell, the Partner must notify the Partner 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 13.

12. Duration and termination

Duration of this Agreement

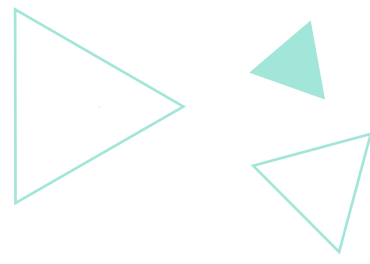
- 12.1. This Agreement starts on the Commencement Date for a minimum term of 90 days and will continue after that until terminated in accordance with clause 12.3 or a Default Event occurs.

Contract duration for Services sold under this Agreement

- 12.2. Many of Gradwell's Services have a Minimum Contract Period associated with them (as specified on the Website and confirmed on the Sales Record). Customers will be liable for all outstanding Charges associated with the full length of the Minimum Contract Period. Save where Gradwell terminates this Agreement for the Partner's Material Breach, Gradwell will continue to pay the Partner commission in accordance with this Agreement until the end of the relevant Minimum Contract Period(s) or the termination of this Agreement under clause 12.3 – whichever is the earlier to occur.

Termination of this Agreement

- 12.3. Either party may terminate this Agreement at any time for any reason by giving to the other 90 days' written notice.
- 12.4. Gradwell may on immediate written notice terminate this Agreement, and immediately suspend some or all of the Services, if one or more of the following events occurs:
- 12.4.1. the Partner 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);



12.4.2. the Partner 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

12.4.3. Gradwell is required to do so by a Regulator or other competent authority.

12.5. On termination of this Agreement for any reason, each party's accrued rights and liabilities will be unaffected.

13. Dispute resolution

13.1. 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 13.

13.2. Where either party wants to raise a Dispute, it must send the other party a Dispute Notice.

13.3. Within 7 days of the date of the Dispute Notice, each party must refer the Dispute to their Authorised Representative for resolution.

13.4. 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:

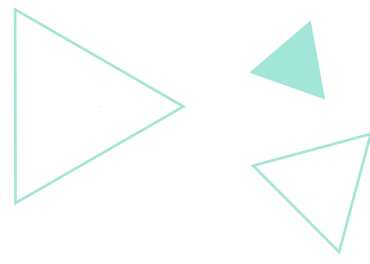
13.4.1. on behalf of Gradwell:

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

13.4.2. on behalf of the Partner:

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

13.5. 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.



13.6. The dispute resolution procedure set out under this clause 13 will not affect the right of the Gradwell to suspend any Service in accordance with this Agreement.

14. Confidentiality

14.1. 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.

14.2. Clause 14.1 will not apply to information which:

14.2.1. enters the public domain other than through breach of clause 14.1;

14.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;

14.2.3. is required to be disclosed by applicable Law or competent authority;

14.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of this Agreement;

14.2.5. is reasonably disclosed to professional advisers; or

14.2.6. is otherwise permitted in accordance with this Agreement or any associated document.

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.

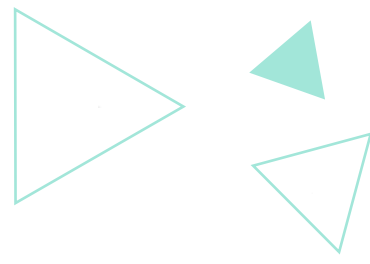
15.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by fax or email, at 9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.

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

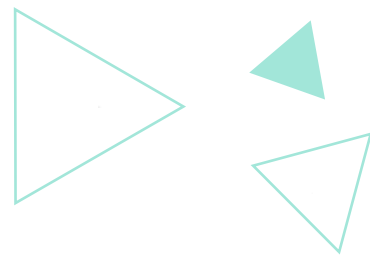
19.1. The Partner may not assign this Agreement or subcontract or resell any of the Services without Gradwell's prior written consent. Gradwell may assign this Agreement or subcontract any of the Services at its sole discretion (acting reasonably).

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. Gradwell will not be liable for any failure or delay in supplying the Services if:

20.2.1. another supplier on whom Gradwell is reliant to supply the Services delays or refuses the supply of an electronic communications service to Gradwell and no alternative service is reasonably available at reasonable cost; or



20.2.2. legal or regulatory restrictions are imposed that prevent Gradwell from supplying the Services.

20.3. If any of the events detailed in clauses 20.1 or 20.2 materially affects the performance of the Agreement and continues for more than three months, then either party may terminate the Agreement immediately in 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. For the avoidance of doubt, any reference to the word “Partner” throughout this Agreement is used as an alternative to “reseller” and the parties agree that the use of the word “Partner” does not affect the interpretation of the relationship between the parties nor the meaning of any clause in this Agreement.

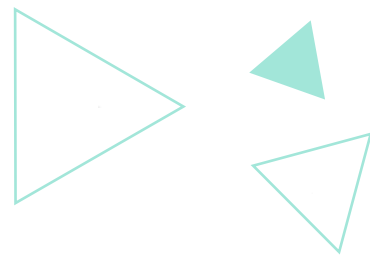
24. Survival

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 clause 14 (confidentiality), clause 12 (duration and termination), clause 9 (indemnity), clause 16 (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:

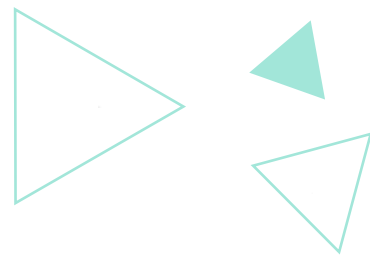
- a) The main body of this Agreement;



- b) The schedules to this Agreement;
- c) Any document expressly referred to in this Agreement.

26. Governing law and jurisdiction

- 26.1. Where the Partner 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 Partner is based, and will be subject to the exclusive jurisdiction of the courts of that country.
- 26.2. Where the Partner 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 Partner 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.



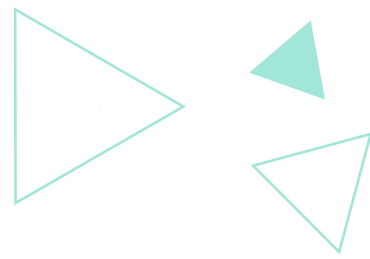
Schedule I – Partner information

I. Summary of Gradwell – Partner relationship

I.1. A summary of the different responsibilities of Gradwell and the Partner is set out below.

This information should be read alongside the provisions contained in the main body of the Agreement.

- a) Gradwell will provide a secure log-in to the Control Panel and HTML templates for the Partner to use in making a branded website;
- b) The Partner refers new Customers to Gradwell using the Control Panel;
- c) Gradwell has the contractual relationship with Customers, but the Partner can remain 'visible' to the Customer and the Services will be described as being 'from Gradwell working with [Partner name];
- d) Gradwell issue a Sales Record each month showing the relevant sales made to Customers;
- e) Gradwell pays the Partner commission in accordance with clause 11 of this Agreement;
- f) Gradwell provides technical support to Customers working in conjunction with the Partner where appropriate.



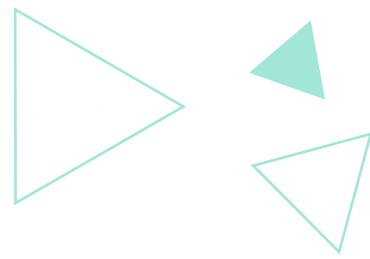
2. Commission rates and benefits

2.1. The table below sets out the commission rates payable by Gradwell to the Partner in accordance with clauses 2.2 and 11, subject always to paragraph 2.2 below.

Service type	Commission rate
Voice services	10%
UK land line calls	10%
All other calls	10%
Broadband services (ADSL & FTTC)	10%
EFM & Fibreline	10%
Microsoft Office 365	10%
Call recording service	10%

2.2. The Partner is only eligible to receive the commission rates that are expressly set out in this Agreement, and not any other reward, benefit or discount. For the avoidance of doubt, the Partner is not eligible to receive for their own use:

- (a) Free broadband connectivity; or
- (b) Any discount on call bundle packages; or
- (c) Any discount on telephone numbers.



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: _____