

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms & Conditions the following definitions apply:

**"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**"Airtime Credit Authorisation Form"** means the form completed by CTL and provided to the Customer in connection with the provision of Airtime Credit Services;

**"Airtime Credit Payment"** means a payment made by CTL to the Customer in accordance with clause 4.6.3 and as set out in Schedule 1;

**"Airtime Credit Services"** means the airtime credit services provided by CTL at its sole discretion and in accordance with clause 4.6;

**"Bribery Laws"** means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

**"Business Day"** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

**"Charge"** has the meaning given in clause 3.2;

**"Confidential Information"** means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by CTL in performing its obligations under, or otherwise pursuant to the Contract;

**"Contract"** means the agreement between CTL and the Customer for the sale and purchase of the Deliverables incorporating these Terms & Conditions and the Order;

**"Contract Term"** means the period of time during which the Customer is subject to the Network Operator Contract in respect of the Mobile Handsets and/or Equipment Operator Contract in respect of Equipment, and the Contract as set out in the Order;

**"Control"** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

**"Controller"** shall have the meaning given in applicable Data Protection Laws from time to time;

**"CTL"** means Connection Technologies Limited, a company incorporated in England and Wales (Company Registration Number: 11630924), and whose registered office is situated at Fareham Innovation Centre, Merlin House, Meteor Way, Lee-On-The-Solent, England, PO13 9FU;

**"CTL Personnel"** all employees, officers, staff, other workers, agents and consultants of CTL, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

**"Customer"** means the person who purchases the Deliverables from CTL in accordance with these Terms & Conditions and whose details are set out in the Order;

**"Data Protection Laws"** means, as binding on either party:

- (a) The GDPR;
- (b) The Data Protection Act 2018;
- (c) Any laws which implement any such laws; and
- (d) Any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**"Data Subject"** shall have the meaning in applicable Data Protection Laws from time to time;

**"Deliverables"** means any Mobile Handsets and/or any Equipment and/or any Services as the case may be;

**"Disconnection Notice"** means a notice to disconnect any SIM Card;

**"Early Termination Fee"** means a fee imposed by CTL or any relevant Network Operator or any relevant Equipment Operator or Propel arising as a result of the

termination of the Customer's use of any Mobile Handsets and/or any Equipment prior to the expiration of the Contract Term;

**"Equipment"** means IT equipment and desktop telephony systems supplied to the Customer by CTL and as set out in the Order;

**"Equipment Operator"** means any equipment operator in the United Kingdom;

**"Equipment Operator Contract"** means any agreement entered into between the Customer and any Equipment Operator in respect of the Equipment;

**"Force Majeure"** means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; governmental restrictions due to mass illness or pandemic, war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving CTL's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

**"GDPR"** means the General Data Protection Regulation, Regulation (EU) 2016/679 and any equivalent laws or regulations enacted in the United Kingdom;

**"Intellectual Property Rights"** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) Whether registered or not;
- (b) Including any applications to protect or register such rights;
- (c) Including all renewals and extensions of such rights or applications;
- (d) Whether vested, contingent or future;
- (e) To which the relevant party is or may be entitled; and
- (f) In whichever part of the world existing;

**"International Organisation"** has the meaning given in the applicable Data Protection Laws from time to time;

**"Location"** means the address(es) for delivery of any Mobile Handsets and/or any Equipment and/or any performance of the Services as set out in the Order;

**"Mobile Handsets"** means mobile telephone systems supplied to the Customer by CTL and as set out in the Order;

**"Network Operator"** means any mobile network operator in the United Kingdom;

**"Network Operator Contract"** means any agreement entered into between the Customer and any Network Operator in respect of the Mobile Handsets;

**"Order"** means the Customer's order for the Deliverables in substantially the same form as set out in Schedule 1 and as confirmed in the Verification Call;

**"Personal Data"** has the meaning given in the applicable Data Protection Laws from time to time;

**"Personal Data Breach"** has the meaning given in the applicable Data Protection Laws from time to time;

**"Price"** has the meaning given in clause 3.1;

**"Processing"** has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);

**"Processor"** has the meaning given to it in applicable Data Protection Laws from time to time;

**"Propel"** means Propel Finance Plc, a company incorporated in England and Wales (Company Registration Number: 04015132), and whose registered office is situated at

Unit 5, Langstone Business Village, Langstone, Newport, NP18 2LH, and Propel Finance No1 Limited, a company incorporated in England and Wales (Company Registration Number: 10003271), and whose registered office is situated at Unit 5, Langstone Business Village, Langstone, Newport, NP18 2LH;

**"Propel Documentation"** means any relevant documentation originating from Propel provided to the Customer by CTL, including any relevant agreement to be entered into by the Customer, and facilitating the Customer's purchase and/or hire and/or lease of any Mobile Handsets and/or Equipment;

**"Protected Data"** means Personal Data received from or on behalf of the Customer in connection with the performance of CTL's obligations under the Contract;

**"Services"** means the services set out in the Order and to be supplied by CTL to the Customer, including the procuring of any Mobile Handsets and/or any Equipment for the Customer, and including any relevant Customer service services arising out of or in connection with any such Mobile Handsets or any such Equipment, and, where relevant, any Wireless Services;

**"Software"** means any software owned by CTL or any third party that is provided to the Customer as part of the Services performed by CTL;

**"Sub-Processor"** means any agent, subcontractor or other third party (excluding its employees) engaged by CTL for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

**"Terms & Conditions"** means CTL's terms and conditions of sale set out in this document;

**"VAT"** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables;

**"Verification Call"** means the recorded telephone call between CTL and the Customer in which the Customer confirms the details of the Customer's Order, and in which CTL may confirm any relevant information relating to any relevant Network Operator Contract, any relevant Equipment Operator Contract, and/or any relevant Propel Documentation; and

**"Wireless Services"** means any services applicable to any Mobile Handsets or any Equipment subject to the provisions of any relevant Network Operator Contract or any relevant Equipment Operator Contract.

1.2 In these Terms & Conditions, unless the context otherwise requires:

1.2.1 A reference to the Contract includes these Terms & Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 Any clause, schedule or other headings in these Terms & Conditions are included for convenience only and shall have no effect on the interpretation of these Terms & Conditions;

1.2.3 A reference to a **"party"** means either CTL or the Customer and includes that party's personal representatives, successors and permitted assigns;

1.2.4 A reference to a **"person"** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 A reference to a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 A reference to a gender includes each other gender;

1.2.7 Words in the singular include the plural and vice versa;

1.2.8 Any words that follow **"include"**, **"includes"**, **"including"**, **"in particular"** or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- 1.2.9 A reference to “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and
- 1.2.11 A reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## **2. APPLICATION OF THESE TERMS & CONDITIONS**

- 2.1 These Terms & Conditions apply to and form part of the Contract between CTL and the Customer. They supersede any previously issued terms and conditions of purchase or supply as to any agreement between CTL and the Customer.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CTL otherwise agrees in writing.
- 2.3 No variation of these Terms & Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of CTL.
- 2.4 Each Order by the Customer to CTL shall be an offer to purchase the Deliverables subject to these Terms & Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by CTL. If CTL is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by CTL until withdrawn by the Customer giving notice to CTL.
- 2.7 CTL may accept or reject an Order at its discretion. An Order shall be accepted as set out in Schedule 1 or during any Verification Call.
- 2.8 Rejection by CTL of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 CTL may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.
- 2.11 The Customer acknowledges that CTL is regulated by the Financial Conduct Authority.
- 2.12 The Customer acknowledges and agrees that it may be subject to the provisions of any relevant Network Operator Contract and/or any relevant Equipment Operator Contract and/or any relevant Propel Documentation in addition to these Terms & Conditions and the Contract.
- 2.13 The Customer acknowledges and agrees that it may be subject to the provisions of a third party software licence in respect of the Customer's use of any relevant Software.

## **3. PRICE & CHARGES**

- 3.1 The price for the Deliverables shall be as set out in the Order, any relevant Network Operator Contract, any relevant Equipment Operator Contract, and/or any relevant Propel Documentation (“**Price**”).

3.2 The charges arising in respect of the Customer's use of the Deliverables shall be as set out in any relevant Network Operator Contract or any relevant Equipment Operator Contract ("**Charge**").

3.3 The Prices are exclusive of VAT.

3.4 The Customer shall pay any applicable VAT in connection with the Price to any relevant Network Operator or any relevant Equipment Operator, or where applicable as to the Services, to CTL, or where applicable as to any relevant Deliverables, to Propel, on receipt of a valid VAT invoice.

3.5 The Charges are exclusive of VAT.

3.6 The Customer shall pay any applicable VAT in connection with the Charges to any relevant Network Operator or any relevant Equipment Operator on receipt of a valid VAT invoice.

3.7 Further to the provisions of this clause 3, the Customer acknowledges and agrees that it may be subject to the provisions of a relevant Network Operator Contract and/or a relevant Equipment Operator Contract and/or any relevant Propel Documentation, and the Customer agrees to pay any Price and/or any Charge in accordance with the provisions as set out in any relevant Network Operator Contract and/or any relevant Equipment Operator Contract and/or any relevant Propel Documentation.

#### **4. PAYMENT**

4.1 The Customer shall receive invoices in respect of the Price and/or Charge in connection with the Deliverables as set out in Schedule 1.

4.2 The Customer shall pay all invoices:

4.2.1 In full without deduction or set-off, in cleared funds and in accordance with any relevant Network Operator Contract and/or any relevant Equipment Operator Contract and/or any relevant Propel Documentation; and

4.2.2 By direct debit to a bank account nominated by CTL, any relevant Network Operator, any relevant Equipment Operator, or Propel as the case may be.

4.3 Time of payment is of the essence. Where sums due under these Terms & Conditions, any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation are not paid in full by the due date:

4.3.1 CTL may, without limiting its other rights, charge interest on sums owed to CTL by the Customer at 5% a year above the base rate of The Bank Of England from time to time in force; and

4.3.2 Interest on sums owed to CTL by the Customer shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;

4.3.3 Any relevant Network Operator may enforce the payment terms as set out in any relevant Network Operator Contract;

4.3.4 Any relevant Equipment Operator may enforce the payment terms as set out in any relevant Equipment Operator Contract;

4.3.5 Propel may enforce the payment terms as set out in any relevant Propel Documentation;

4.3.6 CTL reserves the right to claim compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 For the avoidance of doubt, in the event that CTL is required to use debt collection services in respect of any late payment, the Customer acknowledges and agrees that any costs incurred by CTL in connection with such debt collection services shall be paid to CTL by the Customer in addition to any sums due under these Terms & Conditions.

4.5 For the avoidance of doubt, in the event that the Customer breaches the terms and conditions of any relevant Network Operator Contract, any relevant Equipment Operator Contract, and/or any relevant Propel Documentation, including where the Customer fails to make any applicable payment, the Customer shall indemnify, and keep indemnified, CTL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by CTL as a result of or in connection with the Customer's breach of any of the Customer's obligations under any such relevant Network Operator Contract, any such Equipment Operator Contract, and/or any such relevant Propel Documentation.

4.6 CTL may, at its sole discretion, provide Airtime Credit Services in connection with the Services as set out below and subject to the following:

4.6.1 Where agreed between the parties, CTL shall provide the Customer with the Airtime Credit Authorisation Form prior to the provision of the Airtime Credit Services;

4.6.2 The Customer acknowledges that details as to the provision of the Airtime Credit Services are set out on the Airtime Credit Authorisation Form;

4.6.3 CTL shall make the Airtime Credit Payment to the Customer in accordance with the Airtime Credit Authorisation Form;

4.6.4 In the event that the Customer is unable to pay any invoice in accordance with clause 4.2 and such invoice is applicable to the payment of the Airtime Credit Payment in accordance with the Airtime Credit Authorisation Form, the Customer shall notify CTL in writing immediately upon receipt of such invoice;

4.6.5 For the avoidance of doubt, CTL may suspend or terminate the provision of the Airtime Credit Services and shall not be liable to make any Airtime Credit Payment to the Customer where:

(a) CTL receives a notification from the Customer in accordance with clause 4.6.4; or

(b) CTL otherwise becomes aware that the Customer is unable to pay any invoice in accordance with clause 4.6.4; or

(c) The parties agree a reduced Price or a reduced Charge is agreed in connection with any relevant Network Operator Contract or any relevant Equipment Operator Contract in respect of the Deliverables; or

(d) The Contract Term has expired or has been terminated by the Customer in accordance with clause 11.1.3; or

(e) CTL, at its sole discretion and for any reason, notifies the Customer with 20 Business Days' written notice that it shall suspend or terminate the Airtime Credit Services.

4.6.6 In the event that the Customer receives any payment made by CTL in respect of any Airtime Credit Payment where the Customer has been unable to pay any invoice in accordance with clause 4.6.4 and has failed to notify CTL in accordance with clause 4.6.4, the Customer shall indemnify, and keep indemnified, CTL from and against any losses incurred by CTL, up to the total value of any Airtime Credit Payments made to the Customer during the Customer's breach of clause 4.6.4;

4.6.7 Where Airtime Credit Payments have been suspended or terminated in accordance with clause 4.6.5, CTL may resume the payment of Airtime Credit Payments at its sole discretion or as agreed between the parties.

## **5. ADDITIONAL CONTRACTUAL OBLIGATIONS**

5.1 Further to clause 2.12, the Customer acknowledges and agrees that:

5.1.1 Where the Customer is provided Mobile Handsets in connection with the Services, the Customer may be subject to the provisions of any relevant Network Operator Contract;

5.1.2 Where the Customer is provided Equipment in connection with the Services, the Customer may be subject to the provisions of any relevant Equipment Operator Contract; and

5.1.3 Where the Customer is provided Mobile Handsets and/or Equipment in connection with the Services, the Customer may be subject to the provisions of any relevant Propel Documentation.

5.2 CTL shall provide the Customer with any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation as may be required by the relevant Network Operator, Equipment Operator, or Propel, or as required by law.

## **6. DELIVERY AND PERFORMANCE**

6.1 Any relevant Mobile Handsets and/or any relevant Equipment shall be delivered to the Location on or around the date(s) specified in the Order. Such Mobile Handsets and/or such Equipment shall be deemed delivered only on arrival of such Mobile Handsets and/or such Equipment at the Location.

6.2 The Services shall be performed by CTL on or around the date(s) specified in the Order. The Services shall be deemed delivered by CTL only on completion of any relevant instance of the performance of the Services as may be agreed between the parties from time to time or as set out in the Order.

6.3 Time is not of the essence in relation to the delivery of any relevant Mobile Handsets or any relevant Equipment, or in respect of the performance of any Services by CTL. In respect of the performance of any Services by CTL, CTL shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.

6.4 CTL shall not be liable for any delay in or failure of performance caused by:

6.4.1 The Customer's failure to: (i) Make the Location available; (ii) Prepare the Location in accordance with CTL's instructions or as required for the Deliverables; or (iii) Provide CTL with adequate instructions for performance or delivery or otherwise relating to the Deliverables;

6.4.2 Force Majeure.

6.5 Subject to the provisions of any relevant Network Operator Contract or any relevant Equipment Operator Contract, in respect of the delivery and performance of the Wireless Services:

6.5.1 CTL may, where reasonably required, from time to time and without notice arrange for the suspension of the Wireless Services and at its discretion arrange for the disconnection of any SIM Card in any of the following circumstances without prejudice to its rights under the Contract, provided that it shall use reasonable endeavours to arrange for the restoration of the Wireless Services and the reconnection of any SIM Card as soon as reasonably practicable:

(a) During any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided; and/or

(b) If the Customer fails to comply with the terms of the Contract, the terms of any relevant Network Operator Contract, the terms of any relevant Equipment Operator Contract, or the terms of any relevant Propel Documentation, after being given written notice of its failure (including but not limited to failure to pay any sums due under the Contract, any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation) until such failure to comply is remedied; and/or

(c) If the Customer allows to be done anything which in CTL's reasonable opinion may have a detrimental effect on the operation of the Wireless Services, or the Wireless Services are being used in a manner prejudicial to the interest of the Customer, the Network Operator, the Equipment Operator, Propel, or CTL; and/or

(d) In the event of an emergency or upon instruction by emergency services or any government or appropriate authority (including any Network Operator or any Equipment Operator) or for the Customer's own security.

6.5.2 CTL reserves the right to arrange for the suspension of any SIM Card from making calls (other than to the emergency services) and the disconnection of any SIM Card from the Wireless Services if CTL has reasonable cause to suspect fraudulent use of any SIM Card or any Mobile Handsets or any Equipment, or any SIM Card or any Mobile Handsets or any Equipment are identified as being stolen.

6.5.3 During any period of suspension arising from the circumstances set out in this clause 6.5 the Customer acknowledges and agrees that it shall remain liable for all Charges levied in accordance with any relevant Network Operator Contract or any relevant Equipment Operator Contract.

## **7. RISK**

7.1 Risk in any Mobile Handsets and/or any Equipment shall pass to the Customer on delivery.

## **8. TITLE**

8.1 Where relevant, title to any Mobile Handsets and/or any Equipment shall pass to the Customer once the Customer has made payment in full and cleared funds in accordance with any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation.

8.2 Until title to the Goods has passed to the Customer, the Customer shall:

8.2.1 Take all reasonable care of the Mobile Handsets and/or the Equipment and keep them in the condition in which they were delivered;

8.2.2 Insure the Mobile Handsets and/or the Equipment from the date of delivery: (i) With a reputable insurer; (ii) Against all risks; (iii) For an amount at least equal to their Price; and (iv) Noting CTL's, the Network Operator's, the Equipment Operator's, and/or Propel's interest on the policy;

8.2.3 Inform CTL immediately if it becomes subject to any of the events or circumstances set out in clauses 21.1.1 to 21.1.4 or 21.2.1 to 21.2.11; and

8.2.4 On reasonable notice permit CTL to inspect the Mobile Handsets and/or the Equipment during the Customer's normal business hours and provide CTL with such information concerning the Mobile Handsets and/or Equipment as CTL may request from time to time.

8.3 Subject to the provisions of any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation, if, at any time before title to the Mobile Handsets or the Equipment has passed to the Customer, the Customer informs CTL, or CTL reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 21.1.1 to 21.1.4 or 21.2.1 to 21.2.11, CTL may:

8.3.1 Require the Customer at the Customer's expense to re-deliver the Mobile Handsets or the Equipment to CTL, the Network Operator, the Equipment Operator, or Propel as the case may be; and

8.3.2 If the Customer fails to do so promptly, enter any premises where the Mobile Handsets or Equipment are stored and repossess them.

## **9. CUSTOMER OBLIGATIONS**

9.1 The Customer agrees that during the Contract Term it shall:

9.1.1 Adhere to the provisions of any relevant Network Operator Contract;

9.1.2 Adhere to the provisions of any relevant Equipment Operator Contract;

9.1.3 Adhere to the provisions of any relevant Propel Documentation;



- 9.1.4 Adhere to the provision of any relevant third party software licence in respect of any relevant Software;
- 9.1.5 Provide CTL with such information as CTL reasonably requests or as may be required for CTL to perform its obligation under the Contract;
- 9.1.6 Provide CTL with such information as CTL reasonably requests or as may be required for any relevant Network Operator to perform its obligation under any relevant Network Operator Contract;
- 9.1.7 Provide CTL with such information as CTL reasonably requests or as may be required for any relevant Equipment Operator to perform its obligation under any relevant Equipment Operator Contract;
- 9.1.8 Provide CTL with such information as CTL reasonably requests or as may be required for Propel to perform its obligation under any relevant Propel Documentation;
- 9.1.9 Not use any SIM Cards and/or Mobile Handsets and/or any Equipment for any purpose other than that for which it was designed or intended;
- 9.1.10 Notify CTL immediately (and to confirm in writing) on becoming aware of any loss or theft of any SIM Cards and/or Mobile Handsets and/or Equipment or that any person is making improper or illegal use of any SIM Cards and/or Mobile Handsets and/or Equipment . For the avoidance of doubt, the Customer will be responsible for any Charges incurred as a result of unauthorised use of any SIM Cards and/or Mobile Handsets and/or Equipment or the information contained within any SIM Cards, until the relevant Network Operator or relevant Equipment Operator has received a request from the Customer or from CTL to suspend the use of any SIM Cards and/or Mobile Handsets and/or Equipment;
- 9.1.11 Comply with all applicable laws and regulatory provisions.
- 9.2 In the event that any Mobile Handsets, any Equipment or any Software is damaged, destroyed, lost or stolen, the Customer agrees to pay costs arising in connection with the replacement or repair of such Mobile Handsets, Equipment, or Software and shall be liable to CTL in respect of any charges, losses or expenses incurred by CTL in connection with such damage, destruction, loss or theft.
- 9.3 The terms of the Contract shall also apply to any Orders placed by any Affiliate of the Customer. The Customer agrees that it will be liable to CTL for:
- 9.3.1 All claims, losses and expenses arising out of the breach of the terms of the Contract by any of its Affiliates (including but not limited to the non-payment by the Affiliate of any Price or Charge or Early Termination Fee, which the Customer agrees to pay in full within 5 Business Days' of notice from CTL of the amount outstanding) related to an Affiliate's use of any Mobile Handsets or any Equipment;
- 9.3.2 Ensuring that its Affiliates are aware of and comply with the terms of the Contract, any relevant Network Operator Contract, any relevant Equipment Operator Contract or any relevant Propel Documentation; and
- 9.3.3 All losses, costs and expenses resulting from any claims against CTL made by any of the Customer's Affiliates or any other third party whom the Customer has permitted to use or procure the Mobile Handsets and/or the Equipment.
- 9.4 It is the Customer's responsibility to ensure that it does not have any contractual obligations to any other third party which may conflict with its obligations under the Contract, any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation.
- 9.5 The Customer is responsible for any costs relating to gaining PAC Codes or cancelling any existing agreements with any third parties, unless otherwise agreed with CTL and stated in the Customer's Order.

## **10. CTL OBLIGATIONS**

- 10.1 CTL shall:

- 10.1.1 Provide the Customer with information relating to any relevant Network Operator Contract as required by the Customer, the Network Operator, or as required by law;
- 10.1.2 Provide the Customer with information relating to any relevant Equipment Operator Contract as required by the Customer, the Equipment Operator, or as required by law;
- 10.1.3 Provide the Customer with information relating to any relevant Propel Documentation as required by the Customer, Propel, or as required by law;
- 10.1.4 Provide the Customer with information relating to any relevant third party software licence in respect of the Customer's use of any Software;
- 10.1.5 Adhere to its obligation under the Contract;
- 10.1.6 Assist the Customer as may reasonably be necessary in connection with any relevant Network Operator Contract, any relevant Equipment Operator Contract or any relevant Propel Documentation;
- 10.1.7 Provide the Services as set out in the Order.

## **11. MOBILE HANDSETS & EQUIPMENT**

11.1 In respect of the supply of Mobile Handsets and/or Equipment, the Customer acknowledges and agrees that:

- 11.1.1 The Customer's use of the Mobile Handsets and/or the Equipment may be subject to a relevant Network Operator's Contract or a relevant Equipment Operator's Contract respectively;
  - 11.1.2 The Customer's use of the Mobile Handsets and/or the Equipment made available to the Customer by CTL is subject to the length of the Contract Term selected by the Customer;
  - 11.1.3 In the event that the Customer notifies CTL that it wishes to terminate the Contract Term prior to the expiration of the Contract Term, the Customer acknowledges that it shall be subject to the cancellation provisions in Schedule 1 and that it shall pay any relevant Early Termination Fee;
  - 11.1.4 During the Contract Term, the Customer shall not be permitted to transfer any SIM Card from its use in connection with any Network Operator to another Network Operator except where CTL at CTL's absolute discretion agrees to do so and confirms such a change in writing to the Customer.
- 11.2 Further to clause 8, for the avoidance of doubt where any Mobile Handsets and/or any Equipment has been supplied in connection with any Propel Documentation, title in any Mobile Handsets and/or any Equipment shall pass to the Customer in accordance with any relevant Propel Documentation.
- 11.3 In circumstances where the Mobile Handsets or the Equipment are owned by CTL, following any upgrade of the Mobile Handsets or the Equipment or the Customer's discontinuation of use of the Mobile Handsets or Equipment, CTL shall reserve the right to request the safe return of such Mobile Handsets or such Equipment from the Customer to CTL at the Customer's expense.
- 11.4 In circumstances where the Mobile Handsets or Equipment are owned by Propel, following any upgrade of the Mobile Handsets or the Equipment or the Customer's discontinuation of use of the Mobile Handsets or the Equipment, CTL and/or Propel shall reserve the right to request the safe return of such Equipment or Mobile Handsets from the Customer to Propel at the Customer's expense.
- 11.5 CTL reserves the right to add to, substitute, or to discontinue any Mobile Handsets or any Equipment at any time. CTL does not guarantee the continuing availability of any Mobile Handsets or Equipment.

## **12. DISCONNECTION OF SIM CARDS**

12.1 The Customer acknowledges and agrees that the Customer may issue a Disconnection Notice in respect of any SIM Card at any time and in accordance with any relevant Network Operator Contract.

12.2 Within 30 days from receipt of a Disconnection Notice CTL will arrange for the disconnection of the relevant SIM Card. In the event that the Customer gives a Disconnection Notice to take effect (and resulting in SIM Card disconnections) prior to the expiry of the Contract Term for the particular SIM Card(s) concerned, the Customer will pay to the Network Operator any applicable Early Termination Fee.

### **13. WARRANTY**

13.1 The Customer acknowledges that any Mobile Handsets and any Equipment shall be subject to any relevant manufacturer's warranty.

13.2 CTL warrants that it shall provide the Services with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s13.

13.3 The Customer warrants that it has provided CTL with all relevant, full and accurate information as to the Customer's business and needs.

13.4 Except as set out in this clause 13:

13.4.1 CTL gives no warranty and makes no representations in relation to the Deliverables; and

13.4.2 Shall have no liability for a manufacturer's failure to comply with the warranty in clause 13.1;

And all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

### **14. ANTI-BRIBERY**

14.1 For the purposes of this clause 14 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

14.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

14.2.1 All of that party's personnel;

14.2.2 All others associated with that party; and

14.2.3 All of that party's subcontractors;

Involved in performing the Contract so comply.

14.3 Without limitation to clause 14.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

14.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 14.

### **15. INDEMNITY AND INSURANCE**

15.1 The Customer shall indemnify, and keep indemnified, CTL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by CTL as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract, any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation.

15.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **16. LIMITATION OF LIABILITY**

16.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.

16.2 Subject to clauses 16.5 and 16.6, CTL's total liability shall not exceed the value of the Contract.

16.3 Subject to clauses 16.5 and 16.6, CTL shall not be liable for consequential, indirect or special losses.

16.4 Subject to clauses 16.5 and 16.6, CTL shall not be liable for any of the following (whether direct or indirect):

16.4.1 Loss of profit;

16.4.2 Loss or corruption of data;

16.4.3 Loss of use;

16.4.4 Loss of production;

16.4.5 Loss of contract;

16.4.6 Loss of opportunity;

16.4.7 Loss of savings, discount or rebate (whether actual or anticipated);

16.4.8 Harm to reputation or loss of goodwill.

16.5 The limitations of liability set out in clauses 16.2 to 16.4 shall not apply in respect of any indemnities given by either party under the Contract.

16.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

16.6.1 Death or personal injury caused by negligence;

16.6.2 Fraud or fraudulent misrepresentation;

16.6.3 Any other losses which cannot be excluded or limited by applicable law;

16.6.4 Any losses caused by willful misconduct.

## **17. INTELLECTUAL PROPERTY**

17.1 All Intellectual Property Rights arising out of or in connection with the performance of the Services shall be owned by CTL.

## **18. CONFIDENTIALITY AND ANNOUNCEMENTS**

18.1 The Customer shall keep confidential all Confidential Information of CTL and of any Affiliate of CTL and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

18.1.1 Any information which was in the public domain at the date of the Contract;

18.1.2 Any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

18.1.3 Any information which is independently developed by the Customer without using information supplied by CTL or by any Affiliate of CTL; or

18.1.4 Any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

Except that the provisions of clauses 18.1.1 to 18.1.3 shall not apply to information to which clause 18.4 relates.

18.2 This clause shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.

18.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

18.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 19.

## **19. PROCESSING OF PERSONAL DATA**

19.1 The parties agree that the Customer is a Controller and that CTL is a Processor for the purposes of processing Protected Data pursuant to the Contract. CTL shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to CTL in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

19.2 CTL shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

19.3 The Customer shall indemnify and keep indemnified CTL against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 19.

19.4 CTL shall:

19.4.1 Only process (and shall ensure CTL Personnel only process) the Protected Data in accordance with schedule 1 and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

19.4.2 If CTL believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

19.5 Taking into account the state of technical development and the nature of processing, CTL shall implement and maintain the technical and organisational measures set out in Part 3 of schedule 1 to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

19.6 CTL shall:

19.6.1 Not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

19.6.2 Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 19 that is enforceable by CTL and ensure each such Sub-Processor complies with all such obligations;

19.6.3 Remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

19.6.4 Ensure that all persons authorised by CTL or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

19.7 The Customer authorises the appointment of the Sub-Processors from time to time as may be required for CTL to fulfil its obligations under the Contract.

19.8 CTL shall (at the Customer's cost):

19.8.1 Assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to CTL; and

19.8.2 Taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

19.9 CTL shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.

19.10 CTL shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate CTL's compliance with the obligations placed on it under this clause 19 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of 1 audit request in any 12 month period under this clause 19.10).

19.11 CTL shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

19.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, CTL shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires CTL to store such Protected Data. This clause 19 shall survive termination or expiry of the Contract.

## **20. FORCE MAJEURE**

20.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

20.1.1 Promptly notifies the other of the Force Majeure event and its expected duration; and

20.1.2 Uses reasonable endeavours to minimise the effects of that event.

20.2 If, due to Force Majeure, a party:

20.2.1 Is or shall be unable to perform a material obligation; or

20.2.2 Is delayed in or prevented from performing its obligations for a continuous period exceeding 10 Business Days or total of more than 20 Business Days in any consecutive period of 40 Business Days;

The parties shall, within 20 Business Days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

## **21. TERMINATION**

21.1 CTL may terminate the Contract immediately or at any time by giving notice in writing to the Customer if:

21.1.1 The Customer commits a material breach of the Contract and such breach is not remediable;

21.1.2 The Customer commits a material breach of the Contract which is not remedied within 10 Business Days of receiving written notice of such breach;

21.1.3 The Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 20 Business Days after CTL has given notification that the payment is overdue; or

21.1.4 Any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

21.2 CTL may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

21.2.1 Stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

21.2.2 Is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if CTL reasonably believes that to be the case;

21.2.3 Becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

21.2.4 Has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

21.2.5 Has a resolution passed for its winding up;

21.2.6 Has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

21.2.7 Is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 5 Business Days of that procedure being commenced;

21.2.8 Has a freezing order made against it;

21.2.9 Is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;

21.2.10 Is subject to any events or circumstances analogous to those in clauses 21.2.1 to 21.2.9 in any jurisdiction;

21.2.11 Takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 21.2.1 to 21.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

21.3 CTL may terminate the Contract at any time by giving not less than 20 Business Days' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

21.4 The right of CTL to terminate the Contract pursuant to clause 21.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.

21.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle CTL to terminate the Contract under this clause 21, it shall immediately notify CTL in writing.

21.6 For the avoidance of doubt, the Customer's use of any Mobile Handsets may be subject to the provisions of any relevant Network Operator Contract, and the Customer acknowledges that the use of any Mobile Handsets may only be terminated in accordance with the provisions of the relevant Network Operator Contract.

21.7 For the avoidance of doubt, the Customer's use of any Equipment may be subject to the provisions of any relevant Equipment Operator Contract, and the

Customer acknowledges that the use of any Equipment may only be terminated in accordance with the provisions of the relevant Equipment Operator Contract.

21.8 For the avoidance of doubt, the Customer's use of any Mobile Handsets and/or Equipment subject to any Propel Documentation may only be terminated in accordance with the provisions of the relevant Propel Documentation.

21.9 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of CTL at any time up to the date of termination.

## **22. DISPUTE RESOLUTION**

22.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 22.

22.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

22.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

22.3.1 Within 5 Business Days of service of the notice, the Contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.

22.3.2 If the dispute has not been resolved within 5 Business Days of the first meeting of the Contract managers, then the matter shall be referred to the managing directors (or persons of equivalent seniority). The managing directors (or equivalent) shall meet within 5 Business Days to discuss the dispute and attempt to resolve it.

22.4 The specific format for the resolution of the dispute under clause 22.3.1 and, if necessary, clause 22.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

22.5 If the dispute has not been resolved within 10 Business Days of the first meeting of the managing directors (or equivalent) under clause 22.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

22.6 Until the parties have completed the steps referred to in clauses 22.3 and 22.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

## **23. NOTICES**

23.1 Any notice or other communication given by a party under these Terms & Conditions shall:

23.1.1 Be in writing and in English;

23.1.2 Be signed by, or on behalf of, the party giving it (except for notices sent by e-mail); and

23.1.3 Be sent to the relevant party at the address set out in the Contract.

23.2 Notices may be given, and are deemed received:

23.2.1 By hand: On receipt of a signature at the time of delivery;

23.2.2 By Royal Mail recorded post: At 9.00 am on the second Business Day after posting;

23.2.3 By Royal Mail international recorded post: At 9.00 am on the fourth Business Day after posting; and

23.2.4 By e-mail provided confirmation is sent by first class post: On receipt of a read receipt e-mail from the correct e-mail address.

23.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 23.1 and shall be effective:

23.3.1 On the date specified in the notice as being the date of such change; or



23.3.2 If no date is so specified, 5 Business Days after the notice is deemed to be received.

23.4 All references to time are to the local time at the place of deemed receipt.

23.5 This clause does not apply to notices given in legal proceedings or arbitration.

## **24. CUMULATIVE REMEDIES**

24.1 The rights and remedies provided in the Contract for CTL only are cumulative and not exclusive of any rights and remedies provided by law.

## **25. TIME**

25.1 Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

## **26. FURTHER ASSURANCE**

26.1 The Customer shall at the request of CTL, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

## **27. ENTIRE AGREEMENT**

27.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

27.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

27.3 Nothing in these Terms & Conditions purports to limit or exclude any liability for fraud.

## **28. VARIATION**

28.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Terms & Conditions and is duly signed or executed by, or on behalf of, CTL.

## **29. ASSIGNMENT**

29.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CTL's prior written consent, such consent not to be unreasonably withheld or delayed.

## **30. SET OFF**

30.1 CTL shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

30.2 The Customer shall pay all sums that it owes to CTL under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **31. NO PARTNERSHIP OR AGENCY**

31.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship

expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

### **32. EQUITABLE RELIEF**

32.1 The Customer recognises that any breach or threatened breach of the Contract may cause CTL irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to CTL, the Customer acknowledges and agrees that CTL is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

### **33. SEVERANCE**

33.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

33.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

### **34. WAIVER**

34.1 No failure, delay or omission by CTL in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

34.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by CTL shall prevent any future exercise of it or the exercise of any other right, power or remedy by CTL.

34.3 A waiver of any term, provision, condition or breach of the Contract by CTL shall only be effective if given in writing and signed by CTL, and then only in the instance and for the purpose for which it is given.

### **35. COMPLIANCE WITH LAW**

35.1 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

### **36. CONFLICTS WITHIN CONTRACT**

36.1 If there is a conflict between the terms contained in the Terms & Conditions and the terms of the Order or schedules to the Contract, the terms of Order shall prevail.

### **37. COSTS AND EXPENSES**

37.1 The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

### **38. THIRD PARTY RIGHTS**

38.1 Except as expressly provided for in clause 38.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

38.2 Any Affiliate of CTL shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

38.3 The Customer acknowledges:

38.3.1 Network Operators shall be entitled to enforce any relevant Network Operator Contract;

38.3.2 Equipment Operators shall be entitled to enforce any relevant Equipment Operator Contracts;

38.3.3 Propel shall be entitled to enforce the provisions of any relevant Propel Documentation.

### **39. GOVERNING LAW**

39.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### **40. JURISDICTION**

40.1 The parties irrevocably agree that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE 1 PART 1 Commercial terms**

### **CTL:**

Contact:

Connection Technologies Ltd

Fareham Innovation Centre

4 Meteor Way

Lee-on-the-Solent

PO13 9FU

Phone: 0333 015 2615

Email: [info@connection-technologies.co.uk](mailto:info@connection-technologies.co.uk)

### **Contract Term:**

The Contract Term in respect of the Network Operator Contract shall be stated: in the verification call, Mobile Network Operator contract and CTL documentation

The Contract Term in respect of the Equipment Operator Contract shall be stated: in the CTL documentation, Third Party documentation, Equipment Operator Contract.

The Contract Term in respect of the Contract shall be stated: in the CTL documentation, Third Party documentation, Mobile Network Operator and Equipment Operator contract.

### **Order Acceptance:**

The Customer acknowledges that the Customer's Order shall be accepted by CTL in the following circumstances:

In respect of the provision of Mobile Handsets, upon:

- CTL's written acceptance of the Order; or
- CTL delivering any Mobile Handsets to the Customer or notifying the Customer that they are ready to be delivered;
- Verification call has been concluded
- Mobile Network Operator documentation accepted
- Propel Finance documentation accepted

In respect of the provision of Equipment, upon:

- CTL's written acceptance of the Order; or
- CTL delivering any Equipment to the Customer or notifying the Customer that they are ready to be delivered;
- Verification call concluded
- Mobile Network Operator documentation accepted
- Propel Finance documentation accepted

In respect of the performance of any Services, upon:

- CTL's written acceptance of the Order; or
- CTL performing any Services for the Customer or notifying the Customer that they are ready to be performed;
- CTL documentation accepted
- Verification call concluded
- Third Party documentation accepted

#### **Invoicing:**

CTL and/or any relevant Network Operator and/or any relevant Equipment Operator and/or Propel shall invoice the Customer in respect of the Deliverables as shows in the CTL documentation, Network Operator contract, Equipment Operator Contract, Propel documentation.

Delivery and performance dates/periods:

#### **Airtime Credit:**

In the event that CTL has agreed to provide Airtime Credit Services, CTL shall make payment to the Customer on the basis as set out in the Airtime Credit Authorisation Form the following amount in respect of the Airtime Credit Payment as agreed between the parties:

[Insert Payment As Set Out In Airtime Credit Authorisation Form]

The Customer acknowledges and agrees that the provision of Airtime Credit Services may be suspended or terminated in accordance with clause 4.6.5 of the Terms & Conditions.

#### **Cancellation:**

Subject to the provisions of any relevant Network Operator Contract, any relevant Equipment Operator Contract, or any relevant Propel Documentation, the Customer may cancel the Contract in the following circumstances:

If all Early Termination Fees are cleared with CTL, Propel, relevant Network Operator and Equipment Operator including returning all hardware devices back to CTL.

In the event that the Customer wishes to terminate the Contract Term prior to the expiration of the Contract Term, the Customer acknowledges and agrees that it shall:

- Pay the Early Termination Fee (as set out below) to [CTL/the Network Operator/the Equipment Operator/Propel];
- Return all hardware devices back to CTL or pay for the hardware at the cost they were purchased from Equipment Suppliers

**Early Termination Fee:**

Contract line rental x remaining contract length