

A2B TELECOM LIMITED

PROMOTIONAL PARTNER AGREEMENT

Upon provision of service, or acceptance by both parties that a service is to be provided, you (hereinafter referred to as 'The Customer') agree that an agreement shall exist between yourself and A2B Telecom Limited, whose registered office is 2 Kingsbridge End, Old School Road, Hook, Hampshire, RG27 9QQ (hereinafter referred to as 'A2B Telecom'), the terms of which are defined below:

WHEREAS A2B Telecom is a provider of SMS and telecommunications products and services & the Customer wishes to utilise A2B Telecom's products and services.

1 INTERPRETATION

- 1.1 The following provisions shall have effect for the Interpretation of this Agreement;
- 1.2 Words denoting the singular number only shall include the plural and vice versa, words importing persons include bodies corporate and non-corporate.
- 1.3 The clause headings do not form part of this deed, these are for convenience only and shall not be taken into account in its construction or interpretation.

1.4 DEFINITIONS

'Services' Numbers and SMS products and services allocated to the Customer from time to time, over which the Customer shall neither acquire any right, title or interest.

'Rates' – The rates or revenue share payable by A2B Telecom to the Customer, as specified in Annex 1, or provided in writing to the Customer by A2B Telecom.

'The Act' - the Telecommunications Act 1984.

'End User' - means users of the services provided by the Customer.

'Fraud Traffic' is any traffic, where there is a reasonable expectation that the End User is not likely to pay their telephone bill, or where payment is not from a legitimate or legal source, or where the traffic is subject to a Retention Notice, or where the Customer is in breach of current legislative guidelines relevant to traffic both premium rated and non premium rated.

'Report' is the monthly revenue statement, produced by A2B Telecom and showing revenue produced on Services allocated to the Customer, based on reports provided to A2B Telecom by Suppliers with whom it contracts.

'Intellectual Property Rights' – means copyright, database right, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial or intellectual property rights or trade secrets existing at any time in any jurisdiction and all rights that shall apply to them.

'Email' – Electronic Mail.

'Supplier' – Any entity with whom A2B Telecom contracts for delivery or transmission of any Telecommunications or mobile text services.

'Site' – Location where services are provided.

'BPRS' - Premium rate services which are promoted on television (other than by commercial advertising), however transmitted, and which provide a facility for interaction or the provision of information whether in the form of votes, entries, bids or otherwise howsoever.

2 FORMATION OF CONTRACT

- 2.1 The parties acknowledge that no representations, warranties or statements

- made prior to concluding this Agreement forms any part of the Contract, nor has induced either party.
- 2.2 Any error, omission or typographical error in any quotation, offer, sales information, invoice, or document supplied by A2B Telecom shall be subject to correction without liability.
 - 2.3 A2B Telecom may vary any provision in this Agreement, (without prior consent from the Customer), if such change is required because of regulatory, insurance, safety or statutory changes made after the date of this Agreement. A2B Telecom shall (in such circumstances) endeavour to give the Customer 30 days notice of such changes. The Customer shall have the right by giving notice in writing to A2B Telecom to terminate this Agreement, within 14 days of receiving such notice. This Agreement would then be terminated within 30 days of such notification.
 - 2.4 This Agreement is renewable 12 months from the commencement date at the agreed administration fee. (see annex 1)
 - 2.5 We may from time to time amend these terms. Save where we are acting because of a legal requirement or a court order, the updated version of these terms will be made available on our website. You agree to visit our website regularly to find out about any changes. If you do not agree with any legal change to these terms you may notify us in writing within fourteen (14) days of the date of the notice being posted on our website to terminate the contract.

3 RESPONSIBILITIES AND OBLIGATIONS

3.1 A2B Telecom

- 3.1.1 A2B Telecom shall provide the Customer with network service access and Number/SMS Services as appropriate. A2B Telecom may also change these services supplied to the Customer if this is required for regulatory, statutory or legal reason, and in such instance shall notify the Customer as soon as is reasonably practical.
- 3.1.2 Notwithstanding the above Clause, A2B Telecom shall in the event of the termination of this Agreement, not re-allocate numbers/keywords to another customer, that have been allocated to the Customer under this Agreement, for a period of three months from the termination date.
- 3.1.3 A2B Telecom makes no warranty that services shall be continuous, or will be free from faults.
- 3.1.4 A2B Telecom shall notify the Customer as soon as reasonably practical, of any changes in rates payable brought about by industry regulation or regulatory bodies.
- 3.1.5 A2B Telecom may from time to time make changes to equipment used to handle and provide any service. Such changes are at the sole discretion of A2B Telecom, and shall be made without prior consent from the Customer.
- 3.1.6 On signing this Agreement A2B Telecom will use its best endeavours to make Services ready for service, and notify the Customer of the Services by e-mail, prior to the Service Commencement Date.
- 3.1.7 A2B Telecom may assign the rights and obligation of this Agreement to a third party without the prior consent of the Customer.

3.2 Customer

- 3.2.1 The Customer shall ensure that they have all necessary approvals, permissions or authorisations for the services offered to its End Users. The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that these services comply with the Act and this Agreement.
- 3.2.2 The Customer shall provide A2B Telecom on request with information or material regarding the service offered to its End Users, or agents.
- 3.2.3 The Customer shall ensure that services provided are not used for any illegal purpose, or for the transmission or offering of any information or

- services which are, libellous, unlawful, abusive, threatening, harmful, threatening, defamatory, or in anyway infringe the laws governing, but not exhaustively covering, copyright, intellectual property rights, trademarks, or any other material that is slanderous or may cause offence in any way.
- 3.2.4 The Customer shall cooperate with A2B Telecom in relation to any complaints, enquiries or investigations regarding services offered by the Customer. The Customer shall, at the discretion of A2B Telecom, without limitation, bear in full, any costs associated with such complaints, investigations, or enquiries.
 - 3.2.5 The Customer shall under no circumstance attempt to decompile copy or imitate any of A2B Telecom's products or services in any way shape or form.
 - 3.2.6 The Customer shall not assign the rights and obligations of this license to any other party without the express permission in writing of A2B Telecom. Moreover the Customer shall not use A2B Telecom's name, trademarks, or copyrights in any way that implies any approval or connection with the services or products offered by the Customer.
 - 3.2.7 The Customer shall ensure that any third party using its facilities shall be bound by the terms of this Agreement
 - 3.2.8 The Customer shall ensure that they have sufficient financial and other resources necessary to discharge their obligations to A2B Telecom and PHONEPAYPLUS, under the PHONEPAYPLUS Code of Practice.
 - 3.2.9 In the event of any PhonepayPlus investigations, A2B Telecom may ask PhonepayPlus to deal directly with the Customer, as the Information Provider, in which case the Customer agrees to give PhonepayPlus full information and co-operation and act in the best interests of A2B Telecom at all times. The customer shall accept full responsibility for the service and/or its promotion, and undertakes that, in the event that a breach is established and a sanction and/or administrative charge is imposed, it will be responsible for compliance and/or payment. The customer agrees to seek A2B Telecom's authorisation before making any response to PhonepayPlus and shall edit its response as may be required by A2B Telecom. If PhonepayPlus reverts to dealing with A2B Telecom, the Customer remains responsible for any sanction and/or administrative charge imposed,
 - 3.2.10 For services classified as BPRS, The Customer is aware of and agrees to the following:
 - i. The Customer must ensure that all valid responses sent by viewers are available in sufficient time to be fully considered and reflected in any outcome of an event.
 - ii. Where arrangements have been made for the handling of excess peak traffic by third parties, these arrangements must ensure that all valid responses so handled are treated equally with those received by The Customer.
 - iii. Red button interactive calls made prior to the time announced for line closure must repeat the relevant competition entry/vote count process.
 - iv. Calls and SMS entries must not be charged or counted as a relevant entry before lines have been announced as opened or be charged or counted as a relevant entry after an announcement that lines are closed has been made. Immediately after an announcement that the lines have been closed has been made the lines must be closed provided that calls made but uncompleted at the time of the closure announcement must be allowed to be completed.
 - v. Phone lines must not remain open when programmes are repeated.
 - vi. Winning entrants for competitions must be randomly selected from all correct entries unless there is a tie breaker or totally skill based outcome.
 - vii. The Customer must have in place customer service arrangements for

handling participant enquiries.

viii. The Customer is responsible for all aspects and activities involved in the provision, performance and management of the BPRS.

ix. There must be no amendments to operational systems or procedures relating to the service without senior management authorisation. The Customer's procedures must identify senior management positions within its organisation with the power to authorise such changes.

x. All staff, whether internal or employed by contractual partners, must have the PhonepayPlus Code of Practice drawn to their attention and have suitable training.

xi. Procedures must exist for the backup of all operational systems and to deal with predictable problems inherent in providing Broadcast PRS.

xii. Subject to reasonable notice from PhonepayPlus, The Customer must make provision for PhonepayPlus staff and/or its agents to visit their premises from which they provide any relevant service and have access to any documents or records relevant to the provision of the service.

3.2.11 The agrees to fully indemnify A2B Telecom from any liability in respect of the self-billing arrangement Customer and to cover any costs and/or losses and pay them to A2B Telecom immediately upon request, in the event that A2B Telecom suffers any losses or costs as a result of raising self-billing invoices for the Customer.

3.2.12 Compliance with the Code

1. The Customer warrants, represents and undertakes to A2B Telecom that:

(a) All information that it has provided to A2B Telecom for the purposes of A2B Telecom carrying out due diligence on the Customer is true and accurate;

(b) It has registered with, and where relevant paid the appropriate subscription fee to, (and shall procure that any Licensees do the same) PhonepayPlus (unless the Customer's Service is an "exempt service" as identified by PhonepayPlus) and will maintain such registration for the duration of the Premium Rate Term, and shall provide A2B Telecom with evidence of registration or renewal of registration upon request;

(c) It shall at all times comply with the provisions of the Code, including any guidance issued by PhonepayPlus to accompany the Code (as may be amended from time to time), and any directions made by PhonepayPlus in accordance with the Code;

(d) For the purposes of the Code, the Customer is a "Level 2 Provider" and it shall be responsible for all aspects of the Customer's Service, including the Content, promotion and operation of the Customer's Service;

(e) The Content and the Customer's Services are of adequate technical quality; and

(f) Where required in relation to the Customer's Service, the Customer has obtained the prior permission of PhonepayPlus to carry out such service and shall provide A2B Telecom with satisfactory evidence of such permission immediately upon request.

2. The Customer shall provide to A2B Telecom, upon two (2) Business Days written notice, written copies of all policies and procedures that the Customer has implemented in order to comply with the Code, including its complaints handling procedure.

3. A2B Telecom shall have the right, during normal business hours upon at least five (5) Business Days prior notice, to audit and analyse the relevant records of the Customer to verify its compliance with the Code. The audit shall be conducted at A2B Telecom's expense unless the results of such audit establish that the Customer has breached the Code (or the guidance issued by PhonepayPlus), in which case the Customer shall bear the expenses of the audit reasonably attributed to finding such discrepancy

and A2B Telecom shall be entitled to immediate payment or to deduct the costs of such audit from the payment of the Revenue Share due to the Customer under this Agreement.

4. Where directed by PhonepayPlus, A2B Telecom shall retain some or all of the Revenue Share payable to the Customer under this Agreement as required by PhonepayPlus until informed by PhonepayPlus that it may do otherwise, and if required by PhonepayPlus A2B Telecom shall:

(a) Pay refunds on behalf of the Customer to Users, provided that A2B Telecom shall be entitled to deduct from the balance of such amount an administrative Fee; and/or

(b) Pay over such amount as PhonepayPlus may require to PhonepayPlus in order to satisfy outstanding fines and/or administrative charges.

5. For the avoidance of doubt, nothing in this Agreement limits the rights of PhonepayPlus to directly enforce the relevant term(s) of this Agreement, and does not limit in any way how A2B Telecom may enforce any terms, protect its business or seek redress.

4 PROVISION OF SERVICES

- 4.1 It is acknowledged that A2B Telecom is reliant on a third party for delivery of services, and therefore A2B Telecom can have no liability of whatever nature, for any delay or failure in provision of the same, moreover A2B Telecom makes no warranty that its network or services shall be continuous, or will be free from faults.
- 4.2 A2B Telecom may terminate or withdraw any service with 30 days notice and may at A2B Telecom's discretion provide an alternative service.
- 4.3 In the event that the Customer provides its own equipment, or provide leased lines to connect to its equipment, this shall require the prior consent of A2B Telecom, and mutual agreement of charges that the Customer shall pay to A2B Telecom, the Customer is solely responsible for any costs, without limitation, to include, the installation, delivery and maintenance of the same, and A2B Telecom can have no liability whatsoever for equipment provided at the Site by the Customer.

5 RATES & PAYMENTS

- 5.1 A2B Telecom shall pay the Customer for services, according to the Rates detailed in Annex I and detailed in the monthly Report, subject to Clauses 5.6, 5.7 & 5.9. The Customer shall pre-pay A2B Telecom for any services according to the rates In Annex 1. Payments are based on reports provided to A2B Telecom by Carriers with whom it contracts.
- 5.2 A2B Telecom shall endeavour to send the Customer a monthly report or self-billing invoice within 45 days from the end of the month in which the traffic was generated. Subject to A2B Telecom having received cleared funds then payment shall be made to the Customer within 50 days from the end of the month in which the traffic was generated. Where cleared funds have not been received within this time period then A2B Telecom shall make payment within 3 working days of receiving cleared funds.
- 5.3 For the term of this agreement A2B Telecom, at its discretion, will issue self bill invoices to the Customer, and the Customer agrees not to raise its own VAT invoices. The Customer shall advise A2B Telecom of any changes which would affect the self-billed invoices, including: change of VAT status, registration number, address or sale of business.
- 5.4 All rates detailed in Annex I and in the monthly Reports shall be exclusive of all taxes, duties, levies and Carrier surcharges.
- 5.5 In the event that OFTEL, other regulatory bodies, or any other Carriers with which A2B Telecom contracts make retrospective price adjustments to revenues paid to A2B Telecom, which result in A2B Telecom having overpaid the Customer, then the Customer shall repay A2B Telecom any overpaid

- sums. A2B Telecom may at its sole discretion, also deduct from subsequent payments to the Customer, sufficient revenues to reflect the sums overpaid to the Customer under this contract.
- 5.6 The Customer's payment shall be calculated according to data provided by Carriers with whom A2B Telecom contracts, which shall be accepted, except in the case of manifest error, as being conclusive for the determination of revenues due to the Customer.
 - 5.7 A2B Telecom shall at its sole discretion, not pay any fees or revenue to the Customer for any traffic generated on Services in the following circumstances, where revenue has already been paid to the Customer the Customer agrees to repay it to A2B Telecom on request.
 - (a) Where there has been fraudulent traffic, or breaches of OFCOM, ICTSIS or DMA regulations and it shall be accepted that A2B Telecom's determination shall be final and binding.
 - (b) Where any Carrier does not pay A2B Telecom for traffic generated under this contract.
 - (c) Where total revenue payable to the Customer is less than £25.00 per month, no payment shall be made for that month, and the amount will not be carried over to subsequent months.
 - 5.8 A2B Telecom reserves the right to reclaim any Service / product that produces less than 500 /calls/messages per month for three consecutive months. Such services shall be reclaimed with A2B Telecom giving the Customer 14 days notice.
 - 5.9 A2B Telecom may at any time vary the Rates detailed in Annex I, but shall give the Customer 30 days written notice of such change. Where changes to the charges and tariffs introduced by A2B Telecom's suppliers do not allow for 30 days notice, they will be passed on by A2B Telecom at cost.
 - 5.10 In the event that any Network Operator withholds or claws back any payment, due to AIT or otherwise, the Customer shall have no entitlement to recover any part of these funds from A2B Telecom and indemnifies A2B Telecom fully from any liability, except if the revenue is later released, in which case, A2B Telecom shall pay the appropriate revenue to the Customer.
 - 5.11 In the event that A2B Telecom suffers any losses or costs as a result of withheld or clawed back payment or charges due to AIT or otherwise, the Customer agrees to cover these costs and/or losses and pay them to A2B Telecom immediately upon request.
 - 5.12 If the Customer owes A2B Telecom revenues, which are overdue, the Customer accepts that A2B Telecom can at its sole discretion deduct these sums from any revenues that are due to the Customer from A2B Telecom.
 - 5.13 Where the Customer has caused a breach of any ICTSIS, OFCOM or DMA Regulations, any fines and administrative charges will be passed directly to the Customer and the Customer accepts full liability for them. A2B Telecom reserves the right to charge its own administrative charges in line with those imposed by the regulatory body for any work that it has to undertake in respect to any breaches of regulations.

- 5.14 A2B Telecom reserves the right to withhold payment of premium rate monies in the event of complaints which are investigated by the Regulatory Body until the complaint is resolved, and may retain money to pay fines and administrative costs associated with processing the complaint.
- 5.15 The Customer accepts the loss of revenue if operators refuse payments for the Customer's premium rate services that breach Codes of Practice, or claw-back payments once made if they are later found to have breached Codes of Practice.
- 5.16 In the event of any AITs or retentions being received on the Customer's numbers, A2B Telecom reserves the right to charge the Customer an administrative fee of £100+VAT per AIT notice.

6 SELF-BILLING AGREEMENT

- 6.1 This is an agreement to a self billing procedure between A2B Telecom (the self-biller) and the Customer (the self-billee)
- 6.2 A2B Telecom agrees, at its discretion:
1. To issue invoices for all supplies made to them by the Customer until the end of the contract, or any earlier date decided by A2B Telecom and notified to the Customer
 2. To complete self billed invoices showing the Customer's name, address and VAT registration number, where applicable, 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 Customer if the issue of self billed invoices will be outsourced to a third party
- 6.3 The Customer agrees:
1. To accept invoices raised by A2B Telecom on their behalf until the end of the contract or any earlier date notified by A2B Telecom.
 2. Not to raise sales invoices for the transactions covered by this agreement
 3. To notify A2B Telecom immediately if they
 - change their VAT registration number
 - cease or apply to be VAT registered
 - sell their business, or part of their business

7 AUDIT

- 7.1 The Customer may at its own expense, and giving 14 days written notice, inspect the books of A2B Telecom to audit revenues due to the Customer. Such audit shall only be made in regard to the traffic due to the Customer only and under this contract, and shall only be undertaken by a Chartered Accountant, in a manner that shall reasonably minimise disruption of A2B Telecom's business.
- 7.2 The Customer shall have no audit rights under this contact with respect to any Carriers with whom A2B Telecom contracts.

8 RESTRICTED AREAS

- 8.1 The Customer shall ensure that its End Users are bound contractually to Terms & Conditions, aimed at ensuring that End Users do not engage in any actions that might be considered an abuse to A2B Telecom's and or a Carrier's network, these include, but are not limited to;
- (a) Attempting to circumvent user authentication, security of any network, or account;
 - (b) Attempting to interfere or deny access to any service or host;
 - (c) Sending any unsolicited messages, this includes adding or attempting to add addressees to any mailing list without their express permission;
 - (d) Using the service for any illegal purpose, or for the transmission or offering of any information or services which are libellous, unlawful,

abusive, threatening, harmful, threatening, defamatory, or in anyway infringe the laws governing, but not exhaustively covering, copyright, intellectual property rights, trademarks, or any other material that is slanderous or may cause offence in any way.

- 8.2 It is the Customer's responsibility to enforce its End User's adherence to Clause 8.1
- 8.3 In the event that A2B Telecom identifies any breach of Clause 8.1., it shall notify the Customer. If A2B Telecom does not within 48 hours of such notice receive a satisfactory response from the Customer detailing what action is to be taken against offending Users to enforce compliance, then A2B Telecom can disconnect the service.
- 8.4 The Customer will provide all reasonable cooperation with A2B Telecom to ensure End User compliance with Clause 8.1.

9 COPYRIGHT

- 9.1 All Intellectual Property Rights owned by one party shall remain vested in such party, and for clarity, and avoidance of doubt;
 - (a) the Intellectual Property Rights of the products and Services shall be vested in A2B Telecom;
 - (b) equipment provided at the Site, unless purchased by the Customer, all rights of any nature, trade name, documents, drawings and information including any access codes provided to the Customer, and information in A2B Telecom's database accessed by the End Users and the Customer remain vested in A2B Telecom;

10 TECHNICAL SUPPORT

- 10.1 A2B Telecom shall provide the Customer with reasonable technical support, which A2B Telecom in its sole discretion shall consider necessary and appropriate.
- 10.2 In the event that the Customer becomes aware of any faults with the service, it shall notify A2B Telecom as soon as is practically possible.
- 10.3 In the event of a fault being reported, A2B Telecom shall keep a log of faults and shall use its best endeavours to rectify the fault as soon as is reasonably possible.
- 10.4 A2B Telecom reserves the right to charge on an hourly basis for any works undertaken at the Customer's request on this service after the service has been fully signed off.

11 CONFIDENTIALITY

- 11.1 Neither party shall during the life of this Agreement or thereafter disclose to any third party, or use for any purpose the information gained in connection with this Agreement, nor the terms and payments due, but each party may disclose to its officers and employees such information as may be required for them to fulfil their proper performance of their duties, and may be used in the proper exercise of its rights and obligations under this Agreement.
- 11.2 The obligations of confidence and restrictions on disclosure shall not apply in the following circumstances;
 - (a) where such information was already known prior to this Agreement;
 - (b) where such information was already in the public domain, save as a result of a breach of Clause 11.1.; or
 - (c) where a third party, who did obtain the same from the disclosing party, disclosed such information to it lawfully.
- 11.3 A2B Telecom shall have the unconditional and irrevocable right to disclose the identity and address of the Customer and any End User in the event of any complaint received from any regulatory or governmental body, licensed telecommunications carrier, in connection with services offered by the Customer.

- 11.4 All user data and CLI information gathered through the running of The Customer's services shall be confidential to The Customer and may only be used for The Customer's own purposes.

12 LIMITATION OF LIABILITY

- 12.1 A2B Telecom shall use its best endeavours to ensure its network, products and services are fault free, and that service is uninterrupted. A2B Telecom gives no warranty or guarantee that the service is satisfactory or suitable for the Customer's purposes or that product and services shall be uninterrupted or fault free. All warranties relating to the service from A2B Telecom are excluded, even if implied by statute.
- 12.2 The Customer shall be responsible at all times for maintaining the security of its and its User's data, and A2B Telecom shall bear no liability for the loss or damage in part or whole, of such data, to the extent that such loss or damage has been caused or contributed to by the Customer.
- 12.3 A2B Telecom shall not be liable for any indirect, incidental, special or consequential damages or for interrupted communications, lost data, or loss of profit, or economic loss arising out of or in connection with this Agreement, or out of any consequent negligence by its officers or employees.
- 12.4 Except as otherwise stated the Customer's sole remedy for any breach of this agreement, shall at A2B Telecom's sole discretion be;
- (a) Correction in a reasonable timescale of any fault;
 - (b) Replacement of service supplied.
- 12.5 Direct damages caused as a result of A2B Telecom's breaches of this Agreement shall in any event be limited to the previous 1 months revenue generated by the Customer, and received by A2B Telecom, but in no event shall exceed £10,000 for any one event or series of events.

13 INDEMNIFICATION

- 13.1 The Customer agrees to indemnify A2B Telecom and its parent, subsidiaries, affiliates, officers and employees from any claim or demand, including any made by a third party, arising out of the Customer's, Customers or End User's use of the service. The Customer agrees not to hold A2B Telecom and its parent, subsidiaries, affiliates, officers and employees responsible for any direct or indirect damage resulting from the use of A2B Telecom software or services, in particular, interruption of service or loss of data.
- 13.2 The Customer agrees to indemnify A2B Telecom, and its parent, subsidiaries, affiliates, officers and employees from any claim or demand, arising from, but not limited to;
- (a) A breach by the Customer of the conditions of this Agreement;
 - (b) Negligence or misconduct by the Customer;
 - (c) The marketing or promotion undertaken by the Customer;
 - (d) The service content provided or marketed by the Customer.
 - (e) A breach by the Customer of the PHONEPAYPLUS Code of Practice;
 - (f) A breach by the Customer of the terms of any other relevant regulatory body.
- 13.3 A2B Telecom agrees to indemnify the Customer and its parent, subsidiaries, affiliates, officers and employees from any claim or demand, arising from;
- (a) Any claim or action by a third party in relation to A2B Telecom infringing any Intellectual Property Rights;
 - (b) A breach by A2B Telecom of this Agreement;
- 13.4 A2B Telecom shall have no liability under this clause if;
- (a) The demand or claim arises as a result of the Customer's negligence, misconduct or breach of this Agreement;
 - (b) If the Customer does not notify A2B Telecom in a reasonable time of any claim;

- (c) If the Customer does not give A2B Telecom full authority to deal with the claim, or does not provide information and cooperation for A2B Telecom to defend the claim.
- 13.5 The Customer shall fully indemnify A2B Telecom in the event that the Customer transmits any unsolicited text messages, against any claim or demand, including any made by a third party, and all costs relating thereto.
- 13.6 The Customer accepts full responsibility for the service and/or its promotion, and agrees to indemnify A2B Telecom, and its parent, subsidiaries, affiliates, officers and employees from any claim or demand, in connection with the Customers services or activity and undertakes that, in the event that a breach of the PHONEPAYPLUS Code of Practice, or any other relevant legislation or regulations, is established and a sanction and/or administrative charge is imposed, the Customer will be responsible for full compliance and/or payment.
- 13.7 The Customer agrees to indemnify A2B Telecom and its parent, subsidiaries, affiliates, officers and employees from any claim or demand, arising from A2B Telecom's status as a Service Provider under the PHONEPAYPLUS code of Practice where the service in question is provided in agreement with, or on behalf of, the Customer, and the Customer shall fulfil any responsibilities as A2B Telecom asks of it whether financial or otherwise,

14 TERM & TERMINATION

- 14.1 This Agreement shall commence from the date hereof and shall remain in force for one year or until either party gives 3 months notice in writing.
- 14.2 A2B Telecom may terminate this Agreement with immediate effect by giving notice at any time, if;
- (a) The Customer does not comply with the terms of this Agreement;
 - (b) The Customer says, or appears to intend, that it will not abide by the terms of this Agreement;
 - (c) The Customer ceases trading, convenes a meeting of, or comes to an arrangement with its creditors, has distress or other seizure levied over any of its assets or does not satisfy any demand for payment from any legal person;
 - (d) Any step is taken to wind up or dissolve the Customer, a receiver, and/or manager or administrator appointed over any assets;
 - (e) A2B Telecom believes the Customer has allowed services to be used for any illegal purpose; or
 - (f) A2B Telecom or the Customer, is instructed by, or receives any complaint or objection (that is upheld by the regulatory body) from any Carrier with whom it Contracts, OFTEL, or Regulatory or Governmental body.
 - (g) Termination is required to protect A2B Telecom's interests because of regulatory, insurance, safety or statutory changes made after the date of this Agreement.
- 14.3 Either party may terminate this Agreement if either party has committed a breach of the Agreement, and fails to remedy the breach within 30 days of notice requiring it to do so, and;
- (a) If either party takes any steps to wind up or dissolve, or
 - (b) a receiver and/or manager or administrator is appointed over any assets;
- 14.4 Termination shall be without prejudice to the rights and obligations accruing up to and including the date of termination, suspension or expiry.

15 GENERAL

- 15.1 This Agreement represents the entire understanding between the two parties. No other prior arrangements, representations or understandings, orally or in writing have any validity.

- 15.2 Either party's rights and powers under this Agreement are not affected if it fails to or chooses not to enforce any of them at any time. If any part of this Agreement is not enforceable it will not affect the remainder.
- 15.3 The parties must notify each other in writing of any change of address. All notices sent by first class post to the registered office of either party, or any address detailed in this Agreement, are deemed to have been properly served on the third day after posting.
- 15.4 Neither party shall be deemed to be in breach of this Agreement for any failure in performance caused by events outside of its reasonable control, to include, but not limited to any act of God, inclement weather, shortage of power, flood, drought, lightning, fire, lock-out, trade dispute, labour disturbance, act or omission of Government highway authorities, or telecommunication Operators or other authority, war, military Operators, or riot.
- 15.5 English Law applies to this agreement. Both parties hereby submit to the jurisdiction of the English Courts.
- 15.6 Both parties agree that they have no joint venture, partnership, or agency relationship as a result of this Agreement. Neither party shall make any offer, guarantee, or warranty to any third party, in regard to the services, that purports to bind the other party.

ANNEX 1

Unless otherwise agreed by email/in writing as an amendment, the following revenue share rates shall apply.

Premium Rate Numbers	Outpayment (ex VAT)			
	Own Service	Readymade Service*		
Tariff (inc VAT)		Recorded	Virtual Chat	Live
£0.51 per minute	£0.29			
£0.61 per minute	£0.36	£0.20	£0.20	£0.12
£0.77 per minute	£0.47			
£1.02 per minute	£0.64	£0.50	£0.50	£0.35
£1.53 per minute	£0.97	£0.85	£0.75	£0.70
£1.02 per call	£0.64			
£1.53 per call	£0.95			

NOTE: If your service requires routing e.g. for tech support, please deduct 3p for UK landlines, 25p for UK mobiles. Revenue is subject to a variable levy, currently 0.21%, payable to regulator PhonepayPlus.

OWN SMS SERVICES	Outpayments (ex VAT) for services where no content is provided, e.g. competitions, your own comps, alerts, etc					
Tariff (inc VAT)	Voda	O2	Orange	T-Mob	Virgin	Three
£0.25 per message	£0.05	£0.05	£0.05	£0.05	£0.05	£0.05
£0.50 per message	£0.15	£0.15	£0.15	£0.15	£0.10	£0.10
£1.00 per message	£0.40	£0.40	£0.40	£0.40	£0.25	£0.25
£1.50 per message	£0.70	£0.70	£0.70	£0.70	£0.40	£0.55
£5.00 per message	£2.40	£2.40	£2.40	£2.40	£1.65	£2.40
£10.00 per message	£4.90	£4.90	£4.90	£4.90	£2.50	£4.90
Chat Platform Fee	-£0.05					
Free-to-User/WAP	-£0.08					

READYMADE SMS SERVICES	Outpayments (ex VAT) for readymade services, where we provide the content e.g. vids, pics, text content.*					
Tariff (inc VAT)	Voda	O2	Orange	T-Mob	Virgin	Three
£1.00 per message	£0.25	£0.25	£0.25	£0.25	£0.10	£0.10
£1.50 per message	£0.55	£0.55	£0.55	£0.55	£0.25	£0.40
Free-to-User/WAP	-£0.08					
*These rates are approximate and vary according to the particular readymade service. Please contact us for specific rates.						

Annual Administration Fee: £25+VAT

More tariffs may be available on request. Rates are exclusive of VAT. Tariffs include VAT. Payments are only made for minutes and text messages reported as billed by the Operator. Any SMS delivery costs or other charges will normally be deducted from payments due to the Customer. Rates effective as of 26/08/2011.