

STRUCTURE OF THE AGREEMENT

The sections of the Agreement that will apply to the Customer will depend on what the Customer has ordered from the Company as follows:

- the Commercial Schedule (provided separately) will always apply;
- the General Conditions for Customers will always apply;
- the Mobile Equipment Terms will apply if the Customer has ordered Mobile Equipment directly from the Company (and not through one of the Company's dealers). If the Customer has ordered mobile equipment through one of the Company's dealers the Mobile Equipment Terms will not apply, but the Company dealers may have supplied the Customer with their own terms applying to the mobile equipment the Customer has purchased;
- the Mobile Terms will apply if the Customer has ordered any of the Mobile Services, together with such Service Schedules relating to the particular Mobile Service(s) the Customer has ordered;
- the VOIP Terms will apply if the Customer has ordered any of the VOIP Services;
- the Broadband Terms will apply if the Customer has ordered any of the Broadband Services; and
- the Rental Leasing Terms will apply if the Customer has ordered any of the Rental Leasing Services;
- the Mobile Leasing Terms will apply if the Customer has ordered any of the Mobile Leasing Services;

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions, the following terms and expressions shall have the following meanings unless the context otherwise requires:

TERM/EXPRESSION	MEANING
Act	refers to the Data Protection Act 1998 (as amended and superseded by the Data Protection Act 2018)
Affiliate	means, in relation to either party, any company which is a subsidiary or holding company (including the ultimate holding company) of that party and any company which is a subsidiary of such holding company (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006);
Agreement	means the agreement between the Customer and the Company as detailed in these General Conditions;
Broadband Services	means those broadband services more specifically set out in the Broadband Terms;
Charges	means the monies payable by the Customer to the Company under the Agreement;
Commencement Date	means the date of the Agreement unless otherwise specified in the Commercial Schedule;
Commercial Schedule	means the commercial schedule document being part of the Agreement;
Company	means Fidelity Group Limited;
Company Employee	means any employee or other staff of the Company or an Company Affiliate or any direct or indirect sub-contractor of the Company or an Company Affiliate who provides the Services on behalf of the Company;
Company Price List	means the notes, descriptions and definitions of, criteria for use of, and the list of prices and tariffs which are charged to customers for Services which may be amended by Company from time to time. The Company Price List is available at the Company Web Site;
Company Web Site	means the Company's web site at www.fidelity-group.co.uk;

Confidential Information	means proprietary information and/or any information obtained from the other in connection with the Agreement (including for the avoidance of doubt details of the Customer's employees) which is; (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence;
Customer	as detailed in the Commercial Schedule;
Customer Data	means all necessary personal data relating to any Customer (including name and contact details) and any data relating to any data subject employed or engaged by the Customer;
Customer Service Charter	means the Company's standard customer service charter as amended by the Company from time to time and which is non-binding;
Data Protection Laws	refers to: <ul style="list-style-type: none"> (i) the Regulation (unless and until it is no longer applicable in the United Kingdom); (ii) any implementing laws, regulations and secondary legislation under the Regulation (as amended or updated from time to time); (iii) any successor legislation to the Regulation; and (iv) the Act;
Discount	means the amount at which any of the Services are provided by the Company to the Customer at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Commercial Schedule prior to any of the Services commencing as Discount Services;
Discount Services	means any Services provided by the Company to the Customer from time to time and not charged for by the Company from time to time or charged at a discount;
Employee Liability Information	shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;
End User Licensed Software	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a click wrap or shrink wrap licence agreement;
General Conditions	means this document entitled General Conditions for Business Customers;
Hardware	means the equipment described in the Commercial Schedule;
Internet	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
Line Rental Charge	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule;
Minimum Holding	means the minimum number of instances of a Service (e.g. SIM cards, or landlines) which must remain connected to a particular Service as specified in the Commercial Schedule (if any);
Minimum Holding Period	means the number of months from the date a particular Service is first provided to the Customer within which the Customer is required to connect the Minimum Holding(s),

	as specified in the Commercial Schedule (if any);				to a particular Service which schedule shall form part of the Agreement;
Minimum Revenue Commitment	means a commitment to spend the amount set out in the Commercial Schedule, or otherwise notified in writing by the Company to the Customer, on call charges and/or monthly subscription charges on each voice connection per month for the Minimum Term or Renewal Period (as applicable) for the relevant Service;			Software	means any software, excluding End User Licensed Software, supplied to the Customer by Company under the Agreement;
				Successor Supplier	means any entity (including the Customer where relevant) which provides the Replacement Services;
Minimum Term	means the period of the Agreement as specified in the Commercial Schedule and/or the minimum number of months a particular Service must be in operation for (as set out in the relevant Commercial Schedule) and if not specified in the Commercial Schedule the Minimum Term shall be either: (a) 24 months from the Service Commencement Date; or (b) 24 months from the date of this Agreement (where the Service is terminated prior to the Service Commencement Date, during which, if the Service is terminated pursuant to either (a) or (b) above then Termination Fees may be payable;			Target Delivery Date	in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by Company;
				Telematic Services	means services which utilise SIM Cards and the Services as a means of communicating information from various locations to a central control facility or facilities;
				Termination Fee	shall have the meaning set out in clause 14.12;
				Terms	means a document entitled "Terms" containing additional terms relating to particular Services or equipment which shall form part of the Agreement;
Network	means the Company and/or O2 network or the network of any other Third Party used by Company or O2 to supply the Services, from time to time;			Third Party	means a person other than the Company or the Customer;
O2	means Telefonica O2 UK Limited (registered number 1743099) whose registered office is at 260 Bath Road, Slough, Berkshire SL1 4DX;			TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
Privacy Policy	refers to the Company's privacy policy located on its website at https://www.fidelity-group.co.uk/privacy-policy/ ;			User	means anyone who is permitted by the Customer to use the Service;
Regulation	refers to the EU General Data Protection Regulation (2016/679);			Virus	means any code which is designed to disrupt, disable, harm or otherwise impede in any manner the operation of the Network;
Replacement Services	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than a Services Provider following the termination of the Agreement (or the relevant part of the Agreement) or the termination of any or all of the Services;			Working Day	means Monday to Friday (excluding UK bank and public holidays).
RPI Change	means an increase or a decrease as described in clause (g);		1.1		The headings in the Agreement are for ease of reference only and shall not affect its construction.
RPI Rate	means the "RPI Percentage change over 12 months: monthly rate" last announced by the Office for National Statistics;		1.2		References in the Agreement to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.
Service Transfer	means the provision of a Service (or any part of a Service) pursuant to the Agreement;		1.3		References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses of these General Conditions.
Service Commencement Date	in respect of each Service means the date the Customer first starts to receive the relevant Services or (at the election of the Company) the date upon which the Company notifies the Customer that the Services are available to the Customer;		1.4		Unless the context otherwise requires, the singular shall include the plural and vice versa.
Service(s)	means the service(s) identified in the Commercial Schedule as such service(s) are described in the Terms and/or Service Schedules as applicable and any other services agreed by the parties from time to time including without limitation any individual connections or any products ordered from time to time;		1.5		Any obligation (including an obligation to "procure" or "ensure") assumed by an obligor under the Agreement takes effect as a primary obligation and any obligation not to do something includes an obligation not to allow that thing to be done.
			1.6		References in the Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a mobile Service shall include both all mobile Services provided to the Customer and/or each individual mobile, as the context requires).
Services Provider	means the Company or a Company Affiliate or any direct or indirect supplier of Company or a Company Affiliate;		1.7		Terms relating to data privacy/protection (but not otherwise defined), such as personal data , data processor and data subject , shall have the meaning(s) given to them in the Act or the Regulation (as applicable). Unless the contrary is expressly stated, personal data shall include Customer Data.
Service Schedule	means the document entitled "Service Schedule" containing additional terms relating		2		COMMENCEMENT AND TERM
			2.1		The Agreement shall commence on the Commencement Date and shall continue for the Minimum Term and, subject to clause 2.2, thereafter shall automatically renew for consecutive 12 month periods (each a " Renewal Period ").
			2.2		If the Customer is a consumer or employs less than 10 employees and the Services include fixed line telephone service and/or fixed broadband services (" Fixed Services ") then the Agreement in respect to the Fixed Services only shall continue after the end of the Minimum Term until the Customer gives the

Company 90 days' written notice to terminate the Fixed Services. For the avoidance of doubt, this clause 2.2 shall not affect any renewal of the Agreement in respect of Services other than Fixed Services pursuant to clause 2.1.

2.3 The Customer may terminate the Agreement (in whole or in relation to a particular Service) by providing to the Company 90 days' written notice providing such notice does not expire prior to the expiration of the Minimum Term or any Renewal Period relevant to the Services being terminated.

2.4 The Company may terminate the Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

3 SUPPLY OF SERVICES

3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Agreement, the Company shall supply the Service in accordance with the terms of the Agreement.

3.2 The Company shall commence supplying a Service on the relevant Service Commencement Date and shall supply that Service for the Minimum Term and any Renewal Period until terminated by either party in accordance with the provisions of the Agreement.

4 SERVICE STANDARDS

4.1 The Company shall supply the Service with the reasonable skill and care of a competent telecommunications service provider.

4.2 The Company does not guarantee that the Service will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time.

4.3 The Company shall endeavour to provide the Service subject to technical and commercial feasibility.

4.4 The Company shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not have a materially detrimental effect on the Customer.

4.5 The Company shall use reasonable endeavours to provide the Service within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates only and the Company shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5 THE CHARGES

5.1 The Customer shall pay the Charges in accordance with this clause 5 by Direct Debit for:

5.1.1 each Service (whether or not the Service is used by the Customer);

5.1.2 where applicable, the Mobile Equipment and/or Hardware; and

5.1.3 any other products or services agreed between the parties from time to time.

5.2 The Customer acknowledges that the Charges have been agreed on the basis that they will be paid by Direct Debit. Where the Customer fails to set up any such Direct Debit then the Company may add to its Charges a monthly amount for its administration expenses and add a surcharge for any payment by credit card.

5.3 The Charges are as set out in the Commercial Schedule, or:

5.3.1 as detailed in the Company Price List at the time the Mobile Equipment, Hardware, Service or other agreed product or service was supplied; or

5.3.2 as otherwise notified to the Customer by the Company in writing.

5.4 Where applicable Charges shall be based upon call and billing data recorded by or on behalf of the Company.

5.5 The Charges are exclusive of VAT which will be charged at the prevailing rate.

5.6 Unless otherwise stated in the Commercial Schedule or the Company Price List:

5.6.1 call prices are quoted by the minute;

5.6.2 the duration of each call shall be measured in whole seconds and be rounded up to the next whole second;

5.6.3 call charges shall be calculated by reference to the duration of the call and rounded up to the nearest penny;

5.6.4 off peak rate call Charges apply at all times except:

5.6.5 07:00 to 19:00 Monday to Friday when peak rate call Charges apply; and

5.6.6 from midnight on Friday to midnight on Sunday when weekend rate call Charges apply; and

5.7 all calls are subject to a minimum Charge.

5.8 The Customer will be liable for any Charges incurred as a result of unauthorised use of the Services whatsoever and howsoever and whether fraudulently, through misuse or otherwise.

5.9 The Customer may be liable for a Termination Fee.

5.10 If applicable, where the Customer fails to meet the Minimum Revenue Commitment, the Company will apply a charge equal to the difference between the actual spend by the Customer and the Minimum Revenue Commitment on a monthly basis in arrears.

5.11 The Company may increase the Charges for Service(s) each April by the prevailing RPI Rate or otherwise to reflect change in prices, tariffs, terms or otherwise made or imposed by any third party supplier of the Company or a regulatory body.

6 INVOICING AND PAYMENT

6.1 Unless otherwise agreed with the Customer, the Company shall issue to the Customer on a monthly basis one or more invoice which shall set out the Charges due in accordance with the Agreement.

6.2 Unless otherwise stated in the Commercial Schedule, the Customer shall pay:

6.2.1 in advance for subscription, rental or lease and other recurring Charges (including inclusive usage Charges); and

6.2.2 in arrears for usage (excluding inclusive usage Charges), connection and other non-recurring Charges.

6.3 If the Company agree that Charges payments to the Company can be made by credit card, the Company is authorised to debit the Customer's nominated credit card company with all Charges due and payable to the Company if payment of such Charges is not made on the due date.

6.4 The Customer shall pay each invoice issued by the Company under the Agreement (including any invoice relating to Termination Fees) within 14 days of the date of invoice.

6.5 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.

Late payment

6.6 Without prejudice to any other rights of the Company, in the event of the Customer failing to pay any sums due to the Company on time or at all the Company shall be entitled to:

6.6.1 charge interest (both before and after any judgment) on amounts overdue from the Customer under the Agreement from the due date until payment is made at the rate of 4% per annum over the base rate of Barclays Bank plc for the time being during the relevant period; and

6.6.2 suspend the provision of all Services until such time as all payments due including all interest accrued has been paid and satisfied in full.

Credit security

6.7 The Company reserves the right to set a credit limit on the Charges that can be accrued under the Agreement and the Company can review any such credit limit at any time.

6.8 The Company may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of the Company. The Company reserves the right to set off any deposit against the Charges.

7 NEW SERVICES

New services on the terms of the the Company Price List

7.1 The Customer may request new services on the terms set out in the Company Price List by placing a new service order under the Agreement. The Company

shall be entitled to accept or reject a new service order. Once a new service order is accepted by the Company:

- 7.1.1 the new Service shall be deemed added to the Agreement (including for the avoidance of doubt the applicable terms of the Company Price List and applicable Service Schedules); and
- 7.1.2 the Company shall supply to the Customer the Services requested in that new service order on the terms and conditions of the Agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective.

New services on bespoke terms

- 7.2 The Customer may request a new service at any time on terms other than those set out on the Company Price List. In the event that the Company and the Customer agree the terms that would apply to such new services, those terms will be added to the Agreement by execution of a formal variation in writing to the Agreement.

8 MOVES, ADDS AND CHANGES

- 8.1 Subject to any specific procedures otherwise set out in the Agreement, the Customer may request a change to the Service by submitting a request in writing, including, but not limited to the following types of changes:

- 8.1.1 additional instances of a Service (e.g. additional landlines);
- 8.1.2 the termination of certain instances of a Service (e.g. disconnection of a mobile);
- 8.1.3 a change from one Service specification to another Service specification; or
- 8.1.4 a change to the location or site where a Service is supplied.

- 8.2 The change request shall contain sufficient information to enable the Company to submit a response. Notwithstanding clause 8.1, nothing in this Agreement permits any changes to the provision of Equipment and associated Charges.

- 8.3 The Company shall supply to the Customer a written response confirming whether or not the Company would be prepared to accept the changes and may specify in such notice:

- 8.3.1 any additional Charges that would result from the change (e.g. Termination Fees in the case of termination of an instance of a Service) and/or any changes to existing Charges;
- 8.3.2 any Customer dependencies relating to the change; and
- 8.3.3 the timescales for the delivery of the change which shall, unless otherwise stated in the Company's written response run from the date on which the Customer notifies the Company that it wishes to proceed with the change.

- 8.4 The Customer shall notify the Company in writing within 14 days of the date it receives the Company's response whether or not it would like to proceed with any change requested.

9 OTHER CUSTOMER OBLIGATIONS

- 9.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:

- 9.1.1 comply with any instructions from the Company relating to the use of the Service;
- 9.1.2 not use the Service in a manner which is inconsistent with a reasonable customer's good faith use of the Service or the Network;
- 9.1.3 not use the Service in a manner which, in the Company's opinion, will (or is likely to) adversely affect the provision of the Service to the Customer, the Company's or O2's other customers or users of the Network;
- 9.1.4 not use the Service fraudulently or in connection with a criminal offence;
- 9.1.5 not make nuisance calls;
- 9.1.6 not use the Service to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;
- 9.1.7 not use the Service in a way that contravenes any licence, code of practice, instructions or guidelines by a relevant regulatory authority;
- 9.1.8 not use the Service in a way that is in contravention of a Third Party's rights (including but not limited to intellectual property rights);

- 9.1.9 not use the Service to spam or to send unsolicited advertising or promotional material;

- 9.1.10 not use the Service in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;

- 9.1.11 not use the Service in a manner which may damage the reputation of the Company and/or O2, the reputation of the Service or otherwise bring the Company and/or O2 into disrepute;

- 9.1.12 not use the Service for the processing of automated personal data as defined in the Act or the Regulation;

- 9.1.13 hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Service and/or to connect to the Network;

- 9.1.14 notify the Company of any methods of doing business which may affect the Customer's use of the Services or the Customer's ability to comply with the terms of the Agreement;

- 9.1.15 comply with the Company's reasonable instructions relating to health, safety, security and use of the Network;

- 9.1.16 comply with all applicable laws and regulatory provisions;

- 9.1.17 comply with any applicable fair use policy that the Company may issue from time to time; and

- 9.1.18 not damage the Company or O2's systems or the Network through the introduction of any virus and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

- 9.2 Subject to clause 11, the Customer agrees that it is procuring the Service solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Service.

- 9.3 The Customer shall provide the Company with any and all information and/or assistance that the Company may require in order to perform the Service. The Customer shall ensure the information is complete and accurate. The Company shall not be responsible for any failure and/or delay to provide the Service if such failure and/or delay is a result of the Customer's failure to provide the Company with the required information and/or assistance. The Customer shall reimburse the Company for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 9.3 that is incomplete or inaccurate.

- 9.4 The Customer shall notify the Company immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. The Customer shall indemnify the Company fully against all losses, liabilities, costs (including without limitation legal costs) and expenses which the Company may suffer or incur as a result of any fraud, illegal or improper use (with or without the Customer's authorisation) of the Services.

- 9.5 The Customer agrees and acknowledges that the Company, O2 and/or a supplier of the Company or O2 may monitor and record:

- 9.5.1 calls to 999 and 112 services; and

- 9.5.2 calls or other communications relating to the Company's customer services and telemarketing.

- 9.6 The Customer acknowledges that if the Service enables access to the Internet that use of the Internet is solely at the Customer's risk and subject to all applicable laws. The Company has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.

- 9.7 The Customer warrants to the Company that it will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by the Company under the Agreement is not infected by Virus and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

10 NUMBERS AND CODES

- 10.1 The Company may allocate the Customer numbers, IP addresses and other codes in accordance with the Terms and Service Schedules.

- 10.2 Nothing in the Agreement shall be construed as to transfer from the Company to the Customer ownership of any numbers, IP addresses or other codes or to grant the Customer the right to sell or dispose of a number, IP address or other

code. All the Customer's rights to use such IP addresses or other codes will cease upon termination of the Agreement or the relevant Service.

10.3 The Customer acknowledges that the Company may at any time change the numbers, IP addresses or other codes it has allocated to the Customer. The Company shall (where reasonably practicable) provide the Customer with reasonable notice of such a change.

10.4 The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. The Company shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

11 CUSTOMER AFFILIATES

11.1 The Company acknowledges that the Customer may permit a Customer Affiliate to use a Service supplied by the Company to the Customer under the Agreement. The Customer will procure that any Customer Affiliate is aware of and shall comply with the terms of the Agreement. The Customer shall be liable to the Company for any and all:

11.1.1 claims, losses, liabilities, costs and expenses suffered or incurred by the Company as a result of a breach of a term of the Agreement resulting from a Customer Affiliate's use of a Service; and

11.1.2 claims, losses, liabilities, costs and expenses resulting from any claim against the Company by any Customer Affiliate (or any other Third Party whom the Customer has permitted to use a Service or related equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in the Agreement.

11.2 The liability of the Customer under clause 11.1 shall remain in full force and effect notwithstanding any termination of the Agreement.

12 VARIATIONS TO THE AGREEMENT

12.1 The Company reserve the right from time to time to vary the Agreement and the Company shall, without limitation to the generality of the foregoing, be entitled to:

12.1.1 vary the Customer Service Charter and/or the Company Price List (including the prices and tariffs set out in the Company Price List) and such variations shall be published on the Company Web Site at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and

12.1.2 vary the provisions of the Agreement (including for the avoidance of doubt, the Commercial Schedule) and the Company will provide to the Customer 28 days' notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

13 SUSPENSION

Maintenance and emergencies

13.1 The Company may, from time to time and without notice, suspend a Service in any of the following circumstances:

13.1.1 during any technical failure, modification or maintenance of the telecommunications systems by which the Service is provided; or

13.1.2 because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.

13.2 The Company shall endeavour to restore the Services suspended in accordance with clause 13.1 as soon as reasonably practicable.

13.3 The Customer shall remain liable for all Charges levied in accordance with the Agreement during any period of suspension arising from the circumstances described in clause 13.1.

Actions of the Customer and/or fraud

13.4 The Company may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:

13.4.1 if the Customer fails to comply with the terms of the Agreement after being given written notice of its failure (including but not limited to failure to pay any Charges due); or

13.4.2 if the Customer allows anything to be done which in the Company's reasonable opinion may have the effect of jeopardising the operation of the Network or

the Services, or if the Services are being used in a manner prejudicial to the interests of the Company, O2 and/or a supplier of the Company and/or O2; or

13.4.3 if the Company has reasonable cause to suspect fraudulent use of the Services (whether by the Customer or any third party).

13.5 If the Company has suspended the Services in accordance with clause 13.4, the Company shall restore the Services when the circumstance described in clause 13.4 is remedied, subject to the Company's right to terminate the Agreement in accordance with clause 14.6.3.

13.6 Where suspension or disconnection arises from the circumstances described in clause 13.4, the Customer shall remain liable for:

13.6.1 all Charges levied in accordance with the Agreement during any period of suspension; and

13.6.2 all reasonable costs and expenses incurred by the Company in the implementation of such suspension or disconnection.

14 TERMINATION

Termination resulting from changes to the Agreement

14.1 Subject to clause 14.3, the Customer shall be entitled to terminate a Service by providing 30 days' notice in writing if, pursuant to clause 12, the Company:

14.1.1 increases the prices and/or tariffs set out in the Company Price List and/or the Commercial Schedule in respect of that specific Service and such increase is to the material disadvantage of the Customer; or

14.1.2 substantially varies the terms of the Agreement that relate to that specific Service (including the Commercial Schedule) and that variation is to the Customer's material disadvantage, provided that the Customer's notice is received by the Company within 30 days of the date that the change is notified to the Customer.

14.2 Any price or Charges increase that would not have increased the Customer's immediately preceding monthly bill for that specific Service (if the increase(s) had applied for the whole of that month) by more than the greater of: (i) the Retail Prices Index; (ii) the Consumer Prices Index annual inflation rate at the date the Company notifies the Customer of the applicable price increase; or (iii) 10%, shall not constitute a material disadvantage to the Customer for the purposes of clause 14.1.

14.3 The right to terminate a Service under clause 14.1 shall not apply where the increases in prices or tariffs or the variation of the terms of the Agreement have been agreed by the Customer (including in accordance with clause 5.11), and/or arise as a consequence of a change in prices, tariffs, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.

14.4 Termination of a Service in accordance with clause 14.1 will not affect the Customer's requirement to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, the Customer shall not be liable for any Termination Fees.

Termination for cause

14.5 The Customer may terminate the Agreement by providing to the Company 30 days' written notice in the event that the Company:

14.5.1 has committed a material breach of the Agreement that is incapable of remedy; or

14.5.2 has committed a material breach of the Agreement that is capable of remedy and the Company has failed to remedy that breach within 30 days of receiving notice from the Customer notifying it of the breach and requiring remedy.

14.6 The Company may terminate the Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' written notice in the event that the Customer:

14.6.1 has committed a material breach of the Agreement that is incapable of remedy;

14.6.2 has committed a material breach of the Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of receiving notice from the Company notifying it of the breach and requiring remedy; or

14.6.3 if any of the events described in clause 13.4 occur,

and in the event of this clause 14.6 applying, the Customer shall without limitation to any other remedies available to the Company be liable for the Termination Fees (if any).

Insolvency

14.7 A party to the Agreement may terminate the Agreement by providing notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of termination

14.8 If the Agreement is terminated and the Customer wishes to transfer to another service provider, the Company will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with standard telecommunications industry practice.

14.9 Termination or expiry of the Agreement for whatever reason shall not affect:

14.9.1 the rights and obligations of the parties which have accrued prior to such termination or expiry; or

14.9.2 any provisions of the Agreement which are of a continuing nature and any other provisions of the Agreement necessary for their interpretation or enforcement.

14.10 On termination or expiry of the Agreement for any reason:

14.10.1 the Company shall raise an invoice for all sums due by the Customer (including any Termination Fees) and the Customer shall pay such invoice within 7 days of such invoice date or prior to any transfer of services, whichever is earlier;

14.10.2 the Customer shall cease using the Services and, within 14 days of termination or expiry, return all Hardware and the Company shall be entitled to charge the Customer an amount not less than the minimum fee specified in the Company Price List from time to time in respect of each piece of Hardware that is not returned to the Company within 14 days of termination or expiry of the Agreement; and

14.10.3 each party will, on request, promptly return to the other all Confidential Information and other property (including any Customer Data) belonging to the other which is in its custody or control or will destroy such (at the disclosing party's request).

14.11 In the event of the Customer wishing to terminate any Service at any time prior to the expiration of the Minimum Term or Renewal Period (as applicable) relevant to such Service and the Company (in its sole discretion) electing to accept such notice or the Company terminating the Service during the Minimum Term or Renewal Period pursuant to clause 14.6 or 14.7 the Customer shall pay in full an amount equal to the Discount for the period any of the Services have been supplied as Discount Services during the Minimum Term or Renewal Period and an administration charge of £25 per each line or connection terminated.

14.12 In the event of the Customer:

14.12.1 terminating any of the Services; or

14.12.2 attempting to terminate any of the Services; or

14.12.3 receiving notice from the Company terminating any of the Services pursuant to clause 14.6 or 14.7 during the Minimum Term or the Renewal Period,

then the Customer accepts that the Company shall be entitled to charge and invoice the Customer a cancellation charge (the "Termination Fee") which is equal to:

14.12.4 100% of the total Charges which are fixed charges (i.e. Line Rental Charges); plus

14.12.5 30% of the aggregate anticipated call charges and other non-fixed charges, in each case which would have been payable in respect of the relevant Services being terminated during the remainder of the relevant Minimum Term or Renewal Period (as applicable).

14.13 The aggregate anticipated call charges and other non-fixed charges shall be calculated for the purposes of clause 14.12.5 using the higher of:

14.13.1 the average of the last three monthly amounts invoiced by the Company to the Customer prior to the Termination Fee becoming payable; or

14.13.2 the actual amount payable by the Customer for the Services being terminated during the last full calendar month immediately prior to the said breach; or

14.13.3 where no invoice has been submitted to the Customer prior to the Termination Fee becoming payable the amount of the estimated spend.

14.14 The Termination Fee is without prejudice to the amounts detailed in clause 14.10 which are payable in addition.

14.15 Nothing in this clause 14 has any bearing on the Customer's obligation to pay any Charges and/or lease payments associated with the provision of Equipment which will remain payable in accordance with the terms of the relevant lease agreement without set-off, counterclaim and/or deduction.

15 INTELLECTUAL PROPERTY

15.1 The Company and its licensors shall retain ownership of all intellectual property rights in the Software and any documents, products and materials provided to the Customer and each of the Company's licensors shall be entitled to enforce any of the terms of the Agreement directly against the Customer relating to the Customer's use of, or any infringement of, that licensor's intellectual property rights.

15.2 All information and materials and all intellectual property rights in the same, exchanged between the Company and the Customer in connection with the Agreement shall remain the property of the disclosing party and will be returned to that party on termination of the Agreement if requested by that party.

15.3 The Company grants to the Customer a non-exclusive, non-transferable licence to use the Software provided by the Company or its licensors solely in the United Kingdom and in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software). This licence will terminate on the termination of the Agreement (or any relevant part of the Agreement).

15.4 The Company grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of the Agreement to use, copy and reproduce any information or materials provided by the Company to the extent strictly necessary for the Customer to receive the benefit of the Services. The Customer must not alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof).

15.5 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its use or possession in accordance with the Agreement of the Mobile Equipment, Hardware, Software, information or materials provided by the Company then the Company will indemnify the Customer in relation to such claim provided that the Customer:

15.5.1 promptly notifies the Company of such claim;

15.5.2 makes no admission in respect of such claim;

15.5.3 seeks to mitigate the loss where it can do so;

15.5.4 permits the Company and any licensor or supplier to conduct all negotiations and proceedings, whilst providing the Company and any licensor or supplier with all reasonable assistance; and

15.5.5 permits the Company, at the discretion and expense of the Company, to modify or replace the infringing Mobile Equipment, Hardware, Software, information or materials so as to avoid any continuing infringement,

but this indemnity does not apply to any infringements caused by the Customer's breach of the terms of the Agreement and/or operation of and/or use of the Mobile Equipment, Hardware, Software, information or materials in conjunction with other equipment, software or services not supplied by the Company in which event the Customer shall fully indemnify the Company in respect of any claims, proceedings and expenses suffered arising from any such infringement by the Customer.

15.6 The Customer will not be entitled to and agrees not to:

15.6.1 use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name the Company or any of its suppliers, including without limitation O2, or any part thereof;

15.6.2 register or attempt to register as a trade mark anything referred to in clause 15.6.1; or

15.6.3 authorise any Third Party to do anything referred to in clause 15.6.1.

15.7 The Customer further agrees not to infringe intellectual property rights, including without limitation any copyright, or registered or unregistered trademark rights, belonging to any Third Party in respect of any Hardware or Mobile Equipment.

End User Licensed Software

- 15.8 The Customer recognises that the Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, the Company shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.
- 15.9 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within the Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 15.10 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials.

16 CONFIDENTIALITY

- 16.1 Neither party will disclose the confidential information of the other part for the period commencing on the Commencement Date and expiring 5 years after the termination or expiry of the Agreement, except each party may disclose confidential information to such of its employees, contractors, suppliers and agents as may need to know the same for the purposes of the implementation and/or performance of the Agreement and in each case who agree to be bound by the provisions of this clause 16.1.
- 16.2 The obligation of confidence set out in clause 16.1 shall not apply to any material or information which is:
- 16.2.1.1 in the public domain (other than as a result of a breach of the Agreement);
- 16.2.1.2 already known to the receiving party prior to the Commencement Date;
- 16.2.1.3 lawfully received from a Third Party; or
- 16.2.1.4 required to be disclosed pursuant to an order of a court or other tribunal or regulatory authority of competent jurisdiction.

17 LIMITATION OF LIABILITY

- 17.1 Subject to clauses 17.3 and 17.4, the Company shall not be liable to the Customer in respect of any matter arising out of or in connection with the Agreement in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.
- 17.2 Subject to clauses 17.1, 17.3 and 17.4, the Company's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with the Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in the first 12 months of the Agreement and then each subsequent consecutive period of 12 months (each a "Claim Period") to an amount equal to the total Charges paid or payable by the Customer in the 12 months prior to Claim Period in which the Customer's right to take action in respect of the claim(s) first arose or where such right arises in the first 12 months of the Agreement the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim(s) first arose.
- 17.3 Nothing in the Agreement shall exclude or restrict the liability of the Company for:
- 17.3.1.1 death or personal injury resulting from its negligence;
- 17.3.1.2 for breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or
- 17.3.1.3 any fraud or fraudulent misrepresentation committed or made by it.
- 17.4 Nothing in the Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.
- 17.5 Nothing in this clause 17 shall apply to the payment of the Charges.
- 17.6 Subject to clauses 17.3 and 17.4, the express terms of the Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

Liability for Third Parties

- 17.7 The Company shall not be liable for the acts or omissions of any licensors, suppliers or other providers of telecommunication services unless such other party has been specifically engaged by the Company as a subcontractor or assignee in respect of the performance of the Company's obligations under the Agreement.

18 TITLE

Notwithstanding acceptance and the passage of risk, title to any item of Mobile Equipment or Hardware provided to the Customer by the Company shall not pass to the Customer the Customer shall hold the equipment or hardware as bailee only.

19 ASSIGNMENT

- 19.1 The Customer shall not assign or transfer the Agreement to any third party without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- 19.2 The Company may assign or transfer the Agreement to any third party and may subcontract the performance of all or part of the same, provided that the Company shall remain liable for the acts and omissions of its subcontractors.
- 19.3 The Company may assign or transfer to any third party and/or more than one third party a particular Service (rather than the Agreement as a whole). Where the Company assigns or transfers to any third party a particular Service only, such assignment or transfer shall be of such part of the Agreement as relates and/or is generally applicable to the relevant Service being transferred or assigned. The Agreement shall, following such assignment or transfer continue in accordance with its terms as relate to or are generally applicable to the remaining Services.

20 ENTIRE AGREEMENT

- 20.1 The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of the Agreement.
- 20.2 Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Nothing in this clause 20.1 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

21 INVALIDITY

If any of the provisions of the Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

22 WAIVER

The failure or delay by either party to the Agreement to exercise or enforce any right, power or remedy under the Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

23 DATA PROTECTION

- 23.1 Where the Company processes any Customer Data, the Company will comply with all requirements and obligations under the Data Protection Laws.
- 23.2 The Customer shall notify all Users of the:
- (a) nature and identity of the Company as a data processor;
- (b) categories of personal data transferred;
- (c) Privacy Policy.
- 23.3 The Company shall:
- (a) update the Privacy Policy (where necessary to remain compliant with the Data Protection Laws); and
- (b) maintain a valid and subsisting registration with the Information Commissioner's Office to process the Customer Data (where required to do so).

23.4 The Company shall only process the Customer Data it reasonably requires to provide the Services. All Customer Data processed by the Company shall be in accordance with the Privacy Policy (to the extent it complies with the Data Protection Laws) and the Customer's written instructions.

23.5 The Company shall:

- (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (having regard to the state of technological development and the cost of implementing any measures);
- (b) ensure that all personnel, contractors, agents or representatives who have access to and/or process personal data at any time are:
 - (i) limited only to those natural persons who need access to the personal data for the Company to meet its obligations under these General Conditions;
 - (ii) informed of the confidential and sensitive nature of personal data; and
 - (iii) are aware of their obligations, and data subjects' rights, under the Data Protection Laws;
- (c) assist the Customer (at the Customer's cost) within a reasonable period in responding to any request from a data subject in connection with any exercise of any of its rights under the Data Protection Laws and to provide assistance with respect to security, breach notifications, impact assessments and consultations, where requested;
- (d) provide, on request, a copy of all personal data held by the Company in the format and on the media reasonably specified by the Customer (at the Customer's cost);
- (e) notify the Customer as soon as reasonably practicable on becoming aware of a personal data breach, including if any personal data is lost, destroyed or becomes damaged, corrupted or unusable, and where requested or required to assist, to notify the data subject of such breach;
- (f) keep and maintain complete and accurate records and information of any processing of personal data it carries out on behalf of the Customer, and permit (on reasonable notice), the Customer (or the Customer's representative) to inspect all such records relating to the processing of personal data by the Company to demonstrate its compliance with this clause **Error! Reference source not found.**; and
- (g) notify the Customer (as soon as reasonably practicable), if it has been given an instruction which doesn't comply with the Data Protection Laws.

23.6 The Customer acknowledges that the Customer Data will be processed by the Company through:

- (a) hosting on third party systems; or
- (b) processed by staff in offices located;

outside of the EEA or a territory deemed to ensure adequate protection of personal data by the European Commission. Detailed information about the Customer Data affected, and relevant third parties, is available in the Privacy Policy.

23.7 By signing this Agreement, the Company:

- (a) expressly consents to the transfers of Customer Data contemplated by clause 23.6; and
- (b) warrants that it has the relevant consent of all affected data subjects to the transfer (as required by the Regulation).

24 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of the Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

25 EXPORT CONTROL

25.1 Delivery of the Mobile Equipment, Hardware and/or End-User Licensed Software (as applicable) to the Customer may be subject to export control law and regulations. The Company does not represent that any necessary approvals and licences have been obtained or will be granted.

25.2 The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

25.3 In the event that the Customer procures Mobile Equipment, including xda devices or similar computer technology from the Company, the Customer agrees that in entering into the Agreement the Customer accepts the terms of the following end-user undertaking: The Customer certifies that it or will be the end-user of the Mobile Equipment and further certifies that it shall use the Mobile Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice Mobile Services in order to perform their everyday contractual duties; that the Mobile Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Mobile Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Mobile Equipment, or any replica of them, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity; and agrees to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if requested to do so by the Company.

26 RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in the Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.

27 NOTICES

Any notice or other communication required or permitted under the Agreement to be given in writing shall be given in writing to the address of the recipient stipulated herein or as notified from time to time and will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two Working Days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means upon such communication being acknowledged as having been received.

28 NO THIRD PARTY RIGHTS

Except as otherwise explicitly set out in the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of the Agreement.

29 PRIORITY OF DOCUMENTS FORMING THE AGREEMENT

29.1 The Agreement includes the following documents:

- 29.1.1 the Commercial Schedule;
- 29.1.2 these General Conditions;
- 29.1.3 the applicable Terms;
- 29.1.4 the applicable Service Schedule(s);
- 29.1.5 the Company Price List; and
- 29.1.6 any other documentation explicitly referred to in the Agreement.

29.2 In the event of any conflict between provisions of the documents making up the Agreement, the order of precedence shall be as set out in clause 29.1 (in order of decreasing precedence) unless explicitly stated otherwise.

29.3 As part of the Services, the Customer may lease certain hardware and equipment under the terms of a lease agreement, in the event of any conflict between the provisions of any documents making up the Agreement and the lease agreement, the terms of the lease agreement shall prevail.

30 CREDIT CHECKS AND FRAUD PREVENTION

30.1 When the Customer applies for Services, the Company may check the following records about the Customer and the Customer's business partners:

- 30.1.1 the Company's own records;

- 30.1.2 business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from the Company they will place a search footprint on the Customer's business credit file that may be seen by other lenders;
- 30.1.3 records held by fraud prevention agencies ("FPAs"); and
- 30.1.4 if the Customer contact is a director, the Company may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 30.2 The Company may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. The Company may also make periodic searches at CRAs and FPAs to manage the Customer's the Company account.
- 30.3 The Company will send information on the Customer's applications, the Company account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 30.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.
- 30.5 If the Customer gives the Company false or inaccurate information and the Company suspect or identify fraud the Company will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 30.6 The Company and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 30.7 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Act or the Regulation. To read the full details of how data may be used please visit the Privacy Policy.
- 30.8 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from 02 on request.

31 GOVERNING LAW

The Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.