

DATED: _____ **2012**

TELEFÓNICA UK LIMITED

AND

[INSERT]

WHOLESALE ROAMING AGREEMENT

Telefónica

**Telefónica UK Limited
Legal and Regulatory Department
260 Bath Road
Slough
SL1 4DX
United Kingdom**

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THIS AGREEMENT is made the day of 2012

BETWEEN:-

- (1) **TELEFÓNICA UK LIMITED** (registered number 1743099) whose registered office is at 260 Bath Road, Slough, Berkshire SL1 4DX ("**Telefónica**"); and
- (2) **[INSERT COMPANY NAME]** (registered number [insert] whose registered office is at [insert] ("**Company**").

INTRODUCTION

Telefónica and Company have been discussing the provision of SIM Cards (as defined below) by Telefónica to Company on the terms and conditions of this Agreement for the purpose of wholesale roaming access.

IT IS AGREED AS FOLLOWS:-

1. Interpretation and Definitions

- 1.1 In this Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

“**ABS**”: Telefónica Administration and Billing System.

"**Business Day**": any days (other than a Saturday or a Sunday) on which banks are open for the conduct of normal banking business in London.

“**Customer(s)**”: any Company customer who has been provided with a SIM Card purchased under this Agreement.

“**Telefónica**”: Telefónica and any other company which is a subsidiary of, or the ultimate holding company of, or another subsidiary of such holding company of Telefónica, as the terms “subsidiary” and “holding company” have the meanings given in Section 1159 of the Companies Act 2006 (as amended).

"**Foreign GSM Operator**": a cellular telecommunications network operator which provides telecommunications services outside the UK in accordance with the GSM specification and with whom Telefónica has an International Roaming Agreement (the initial details of which are set out in Schedule 1, as amended and notified by Telefónica to Company from time to time).

"**Foreign System**": GSM specification telecommunications system run by a Foreign GSM Operator.

"**Fraud**": any fraudulent or other unauthorised use (whether actual or attempted) of any telecommunication services, the UK System, a Foreign System, SIM Cards or GSM mobile phone handsets, the use or attempted use of any telecommunication services, the UK System, a Foreign System, SIM Cards or GSM mobile phone handsets by corrupt, dishonest or illegal means, at any time and by any person.

“GSM Network”: a cellular telecommunications system operating on the 900 and/or 1800 MHz and/or 1900 MHz frequencies in accordance with the GSM technical specifications agreed and specified by the European Telecommunications Standards Institute.

“International Roaming Agreement”: an agreement between Telefónica and a Foreign GSM Operator for each to have access for its customers to the other’s system.

“Law” means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (d) any applicable judgement of a relevant court of law which is a binding precedent in England,

in each case in force at any time during the term of this Agreement;

“Price List”: the price list sent by Telefónica to Company from time to time for calls using the UK System and charges for calls made over other Foreign Systems.

“Services” means the wholesale roaming services provided under this Agreement, as these are further described in clause 4.3.

“SIM Card”: the Subscriber Identity Module Card which allows access to the UK System and any Foreign System when used with a GSM digital mobile phone.

“SIM Card Number”: a number assigned by Telefónica to each individual SIM Card supplied to Company under this Agreement.

“Trade Names”: the trade name “Telefónica” and “O2” and the distinctive logo used by Telefónica in connection with the UK System and notified to Company or any other trade names or distinctive logos as may be adopted by Telefónica from time to time and notified to Company.

“UK System”: the GSM Network which Telefónica is licensed to run in the United Kingdom.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.
- 1.3 The schedules to this Agreement shall be construed as and shall form part of this Agreement.
- 1.4 References in this Agreement to any communication between the parties being “in writing” shall include communication by way of e-mail, except in respect of any

Service Document (as defined in clause 24) for which communication by e-mail shall not apply.

2. Access to the System

- 2.1 For the purposes of enabling Company to give its Customers access to the UK System, Telefónica hereby grants access to:-
- (a) the UK System; and
 - (b) each of the Foreign GSM Operators that Telefónica has Roaming Agreements with, subject to the terms and conditions of the relevant International Roaming Agreement, to Company Customers.
- 2.2 No rights or licenses are granted to Company except as expressly set out in this Agreement.
- 2.3 Notwithstanding anything to the contrary in this Agreement, Telefónica shall not provide the Company access to the Telefónica UK mobile network system (i.e. UK national access is not provided to the Company or the Company's Customers under this Agreement). If for any reason the Company's Customers are able to gain access to Telefónica's UK mobile network system then Telefónica reserves the right to charge the Company 20 pence per minute for mobile originated voice calls terminated in the UK, fair and reasonable charges (a minimum of 20 pence per minute) for mobile originated calls which are terminated outside the UK, 10 pence per minute for a mobile originated SMS, and £3/Mbyte for data usage.

3. Term

- 3.1 This Agreement shall commence no later than three months from the date of the last signature of this agreement (the "**Commencement Date**") and shall terminate on the date three (3) years after the Commencement Date, unless otherwise terminated in accordance with this Agreement.

4. Supply and use of SIM Cards

- 4.1 Telefónica shall, subject to the availability of SIM Cards from its suppliers, supply or arrange for the supply to the Company of such quantity of inactivated SIM Cards, in accordance with the terms of this Agreement and in accordance with such procedures as Telefónica may, on reasonable notice, notify to Company from time to time. Normal delivery timescales are five (5) weeks from the date of Telefónica's receipt of the Company's order. The minimum order size for SIM Cards is 100 SIM Cards. The Company shall pay Telefónica £3.00 (three pounds) for each SIM Card supplied to it under this Agreement. The invoice and payment procedure for SIM Cards is the same as the procedure for invoices for UK calls set out in Clause 5.4.
- 4.2 The Company undertakes to use all reasonable commercial endeavours to comply with such reasonable procedures as Telefónica may notify from time to time in relation to the management, security and use of SIM Cards.

- 4.3 Telefónica shall provide the following services (“**Services**”) to the Company in respect of activated SIM Cards:
- (a) The Company’s Customers shall be entitled to such international roaming voice and data services via the UK System which are provided to Telefónica’s own customers and for which charges are set out in Schedule 1; and
 - (b) The Company’s Customers shall be entitled to such voice and data services via Foreign Systems which are provided to Telefónica’s own customers through international roaming and for which charges are set out in Schedule 1. For the avoidance of doubt, such services shall only be available in respect of Foreign Systems where Telefónica has a valid and current International Roaming Agreement with the relevant Foreign GSM Operator.
- 4.4 Telefónica hereby grants the Company access to the ABS and to such other Telefónica Systems notified by Telefónica from time to time, in so far as such access is necessary for activating SIM Cards and otherwise for the purpose of supporting the Services.
- 4.5 Company hereby acknowledges that it has no right, title or interest in the Trade Names and it is only a licensee of the Trade Names in accordance with the terms of this Agreement or any trade mark licence agreement agreed between the parties.
- 4.6 Company shall not use the Trade Names or any other Telefónica branding of any kind anywhere in the world without Telefónica's prior written consent.
- 4.7 Company shall at its own expense take any action and execute any documents in relation to any of the Trade Names as Telefónica may reasonably direct from time to time, including (but not limited to) entering into registered user agreements with Telefónica if requested by Telefónica.

5. Tariff and Payments

- 5.1 For Services provided to the Company’s Customers in [insert Company’s country], the Company will pay Telefónica in pounds Sterling (£) for those Services in accordance with the charges set out in the Price List.
- 5.2 For calls made by the Company’s Customers in the United Kingdom, Company will pay Telefónica in pounds Sterling (£) for those calls in accordance with the wholesale charges set out in the Price List. The initial Price List is set out in Schedule 1 to this Agreement.
- 5.3 For calls made by the Company’s Customers over Foreign Systems, Company will pay Telefónica in pounds Sterling (£) for all charges made by a Foreign GSM Operator in respect of access to the Foreign System together with any handling, administrative or other charges in relation to those calls levied by Telefónica.
- 5.4 From the Commencement Date until the date of termination of this Agreement, Telefónica shall issue invoices to the Company for the charges payable by the Company to Telefónica under Clause 5.1 for each calendar month (whether in whole

or in part) so that the Company receives such invoice during the first 17 days of the following month.

- 5.5 Telefónica shall issue invoices for calls made by the Company's Customers in accordance with Clause 5.2 so that the Company receives such invoices during the first 17 days of the month following the month to which the invoice relates.
- 5.6 The charges referred to in Clause 5.1 and 5.2 shall be payable by the Company by the date which is 30 days after the date of Telefónica's invoice (the "**Payment Date**").
- 5.7 Notwithstanding any other provision of this Agreement, the unregulated charges payable by the Company under Clause 5.1, including any discounts and incentives that may be offered by Telefónica, and the handling, administrative and other charges referred to in Clause 5.2, may be altered by Telefónica at any time if Telefónica has given at least one month's prior written notice to Company.
- 5.8 Telefónica will give to Company as much prior notice as practicable (dependent on, among other things, the amount of notice given by the Foreign GSM Operator to Telefónica) of any alteration to the charges payable by Company to Telefónica under Clause 5.2.
- 5.9 Without prejudice to any other remedies that Telefónica may have, if any sum payable by Company under this Agreement is not received by Telefónica in cleared funds before or on the relevant Payment Date, Company shall pay to Telefónica interest on such amount at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc from the relevant Payment Date until the date of actual payment of such cleared funds (both dates inclusive) (such interest to accrue on a daily basis and to be compounded on a monthly basis and calculated on the basis of actual days and of a 365 day year).
- 5.10 Under current UK legislation all sums payable under this Agreement are not subject to any VAT. The Company undertakes to pay and indemnify Telefónica in respect of any such non-retrospective VAT (or other tax or duty excluding UK corporation tax) which may become properly chargeable on the sums payable under this Agreement to Telefónica by the Company. The Company shall pay all import taxes, duties and other charges payable under the laws of [insert Company's country] or any applicable laws on the import of the SIM cards into [insert Company's country] or any other country.
- 5.11 Telefónica will only consider billing queries from the Company if such queries are made in writing within six (6) months of the date of the applicable invoice from Telefónica save in the case of queries relating to Fraud where the query must be received by Telefónica within 75 days from the end of the month in which the Fraud occurred. All disputes will be investigated by the billing queries team in Telefónica Customer Care Department.
- 5.12 The Company shall, as a condition of this Agreement, provide Telefónica on execution of this Agreement with a bank guarantee / deposit in a form satisfactory to Telefónica for a sum equal to [£50,000 (fifty thousand pounds sterling)]. The guarantee shall be returned to the Company upon termination of this Agreement and payment of all sums due to Telefónica or should the parties agree that such guarantee

is no longer required, subject to the right of Telefónica to recover from the guarantee at any time any overdue charges payable to Telefónica. If Telefónica recovers from the guarantee any payment due to it, but this Agreement is continuing in force, the Company shall within seven days provide Telefónica with a guarantee in a sum equal to the amount recovered which Telefónica shall continue to hold as security on the terms of this Clause. Any failure by the Company to provide a guarantee in accordance with this Clause shall be a material breach of this Agreement.

- 5.13 Where the Parties agree to trade in pounds Sterling, a Sterling/Euro (GBP/EUR) exchange rate shall be determined in accordance with Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the European Union.

6. Customer Service

- 6.1 Telefónica will offer to the Company and/or its Customers, access to customer service, which will provide information, answer questions, assist and support any queries, problems, or other requested assistance which Company and/or its Customers might reasonably request in connection with this Agreement.
- 6.2 Telefónica will use reasonable endeavours to offer this customer service to Company and/or its Customers, 365 days a year, 24 hours a day free of charge. Company acknowledges that access to such customer care is not guaranteed by Telefónica.
- 6.3 Telefónica shall procure that Company and/or its Customers shall also have access to any customer service provided by any Foreign GSM Operators on the same basis available to Telefónica and/or its customers.

7. Telefónica's Licence

- 7.1 This Agreement is subject to the continuing right of Telefónica under the licence granted to it under UK Law to run the UK System (the “**Licence**”). Notwithstanding any other provision in this Agreement, if at any time the Licence, or any right of Telefónica under the Licence to operate the UK System, is withdrawn or terminated and not simultaneously replaced or renewed, this Agreement shall terminate automatically without either party being liable to the other, save for breaches by either party occurring prior to such termination and for any and all losses or damages Company has incurred due to such termination (where such termination arises from an act or default of Telefónica).
- 7.2 Telefónica shall notify the Company in writing forthwith on the happening of any event referred to in Clause 7.1.

8. Undertakings and Warranties by the Company

- 8.1 The Company hereby undertakes to Telefónica during the term of this Agreement that it shall:-
- (a) in performing its obligations under this Agreement, comply with all Laws;

- (b) not be involved in, or knowingly, recklessly, or negligently permit or negligently allow any other party to be involved in Fraud, and to notify Telefónica immediately on Company becoming aware of or suspecting any Fraud;
- (c) use all reasonable endeavours to ensure that its Customers comply with all authorisations, Laws, licences, directions, codes or regulations relevant to the performance of this Agreement made by the Secretary of State for Trade and Industry, Director General of Telecommunications or other competent authority pursuant to the provisions of UK Law, or any other statutory provision for the time being in force with regard to the access to the UK System;
- (d) use all reasonable endeavours to comply with all reasonable codes of practice and procedures issued by Telefónica in connection with the UK System; and
- (e) co-operate fully with Telefónica to enable Telefónica or any member of the Telefónica group (at Telefónica's expense) to comply with any legislation which may be relevant in connection with the UK System and the provisions of the Licence.

8.2 The Company agrees that the rights contained in this Agreement are only granted to the Company by Telefónica on the condition that the Company is a foreign company without any UK resident Customers. The Company undertakes that the SIM Cards provided in accordance with this Agreement shall only be offered by Company to its Customers. The Company undertakes:

- (a) not to resell those SIM Cards outside of [insert Company's country] or to any person without Telefónica's prior written consent; or
- (b) to use its best endeavours not to resell those SIM cards in [insert Company's country] or elsewhere to any UK residents.

8.3 Company shall have no right to resell SIM Cards in the UK. Company shall insert in its contract with Customers a condition requiring such Customers not to resell those SIM Cards either outside of [insert Company's country] to any person or in [insert Company's country] to UK residents.

8.4 Company warrants that at the date of this Agreement:

- (a) it is a company duly incorporated under the laws of [insert Company's country];
- (b) it has all power and corporate authority necessary to enter into this Agreement; and
- (c) it has and will have during the term of this Agreement all necessary licences, permits and authorisations (whether for telecommunications purposes or otherwise) to enter into and perform its obligation under this Agreement.

8.5 The Company will, where requested, furnish Telefónica with support for an audit of the compliance of its interface (if necessary).

9. Responsibilities of Telefónica

9.1 Subject to Clause 15, Telefónica shall be responsible for, during the term of the Agreement:

- (a) using reasonable endeavours to provide, operate and maintain the availability of the UK System;
- (b) subject to the availability of information from Foreign GSM Operators, making available to the Company on a daily basis, via the ABS system or otherwise on the basis set out in sub-Clause (d) (or in a medium and in respect of periods to be agreed between the parties and otherwise on the reasonable request of Company), sufficient information to enable the Company to invoice the Company's Customers for amounts payable to the Company in respect of use of the UK System and any Foreign System including the duration and time of occurrence of the calls applicable to each SIM Card Number;
- (c) subject to the availability of information from Foreign GSM Operators, making available to the Company excessive usage reports on a daily basis, via the ABS system or otherwise on the basis set out in sub-Clause 9.1(d). Telefónica shall set high usage per day parameters for the Company. These parameters are £50 worth of calls or 50 calls in the UK or calls made outside the UK in excess of 100 SDRs. Company may request Telefónica to alter these parameters;
- (d) using its reasonable endeavours to enable the Company to have access between 2am and 10pm (UK time) on any Business Day and between 4am and 10pm on Saturday and Sunday to the ABS system to activate, de-activate and register SIM Cards, access the daily billing information and the excessive usage report referred to in Clause 9.1(b) above and access the other services made available to Company pursuant to this Agreement. Outside of these hours, the Company shall contact Telefónica's customer care on the phone and fax numbers notified by Telefónica to the Company; and
- (e) providing service levels and service level guarantees which are equivalent to the service levels and service level guarantees provided to Telefónica's customers.

9.2 Telefónica shall provide the Company with training services within Company premises. Telefónica will provide its standard training session (typically lasting 2-3 days) and one trainer for training sessions at Company premises in [insert Company's country]. The number of attendees at each session will be agreed between the Company and Telefónica and the minimum number of attendees at each session shall be two. Telefónica shall invoice the Company for £3,500 per training session and the Company shall pay such amounts within 30 days of the date of such invoice. This amount is non-refundable unless an agreed training session is cancelled by Telefónica

without cause by the Company. The fee payable by the Company shall be inclusive of all expenses related to the trainer's attendance at such training sessions.

10. Changes to UK System/Interruption

- 10.1 Telefónica shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the UK System or any part thereof, and to interrupt the UK System for such purposes without incurring any liability or obligation to the Company or its Customers. Telefónica will give to the Company as much notification of any interruption or material changes to the UK System as is practicable in the circumstances and will use reasonable endeavours to disrupt the UK System as little as practicable and resume the service as soon as is reasonably possible thereafter and with as little disruption to the Company as is possible in the circumstances.
- 10.2 Notwithstanding Clause 10.1, Telefónica shall be entitled to interrupt the UK System at any time without notice in cases of emergency.

11. Emergency Services

- 11.1 The Company acknowledges that from time to time members of the emergency services or certain other local or governmental authorities may be granted priority access to the UK System. In cases of emergency Telefónica shall give priority access over other telecommunications transmitted by the UK System.
- 11.2 For the purposes of this Clause “**emergency services**” means the relevant public, police, fire, ambulance and coastguard services for that locality and any other body referred to as an “**Emergency Organisation**” in the General Conditions of Entitlement, as amended from time to time, which apply to Telefónica pursuant to the Communications Act 2003.

12. Suspension of access to the UK System and any Foreign Systems

- 12.1 If the Company is in breach of its obligations, undertakings or warranties under this Agreement, Telefónica shall notify the Company and will provide a reasonable period of time (which shall be not less than 5 Business Days), for the Company to take corrective action, unless no corrective action is possible.
- 12.2 If Telefónica has acted in accordance with Clause 12.1 and the Company is still in breach of its obligations under this Agreement, Telefónica shall be entitled to disconnect any/or all SIM Cards.

13. Termination

- 13.1 Either party may terminate this Agreement immediately upon written notice to the other party if:
- (a) the other party commits a material breach of its obligations or undertakings contained in this Agreement (including failure to make any material payments due and any breach by Company of the warranties and undertakings contained in Clause 8) and fails to remedy that breach within 5

Business Days after the date on which the first party served notice on the other party in relation to that breach; or

- (b) the other party ceases to carry on its business or its licence is terminated or a liquidation, receiver, administrative receiver or administrator (in the case of Telefónica) or (in the case of Company) a similar person under the law of [insert Company's country], is appointed over the whole or substantial assets of that relevant party; or
- (c) the other party has been prevented by an Event of Force Majeure (as set out in Clause 15 below) from materially performing its obligations under this Agreement for a continuous period of more than 90 days; or
- (d) any approach, offer or inducement is made to any of its employees to induce (i) a breach of this agreement or (ii) the performance of the terms of this agreement at an earlier date than agreed or (iii) a waiver of the term of this agreement.

13.2 Either party may terminate this Agreement at any time without liability (save as expressly stated in this Agreement) by giving not less than three months' written notice to the other.

13.3 Telefónica shall have the right to terminate this agreement if the Company fails to launch the Services within three months of the date of execution of this Agreement (provided that this failure is not occasioned by some act or default on the part of Telefónica) or if the Company suffers a change of control.

13.4 Termination of this Agreement shall not affect the rights and obligations of the parties accruing prior to the date of termination.

13.5 On termination of this Agreement:

- (a) all sums due by the Company to Telefónica shall become payable immediately. Telefónica shall issue to the Company a final invoice for the balance, which shall be payable in accordance with clause 5;
- (b) all SIM Card Numbers sent to the Company but not allocated or sent to Customers shall revert to Telefónica;
- (c) all SIM Card Numbers allocated to the Company's Customers shall be cancelled, and
- (d) the Company shall permit the disconnection of Customers and shall indemnify Telefónica against all liability arising in any way from that disconnection in accordance with Clause 14.

13.6 On termination of this Agreement, the Company may request the transfer of the SIM card number to another person who has a Telefónica wholesale roaming agreement (provided Telefónica has the right at its absolute discretion to refuse such transfer).

14. Liability

- 14.1 The Company shall be liable for all Fraud committed by its Customers and, accordingly, shall pay all call charges on the basis set out in Clause 5. Telefónica shall have no liability to the Company or any other party in respect of any Fraud perpetrated by the Company or its Customers or otherwise through SIM Cards supplied to the Company under this Agreement.
- 14.2 Telefónica shall have no liability whatsoever to the Company in respect of or in connection with any services provided to the Company's Customers by Foreign GSM Operators, including (without limitation) in connection with the cessation of the provision of such services to the Company's Customers, interruption, non-availability or failure of the Foreign GSM Operator's telecommunications systems or services or otherwise.
- 14.3 The Company shall indemnify and keep Telefónica and its officers, employees and agents indemnified against all liability, losses, damages and expenses which arise out of any actions, proceedings and claims (including reasonable legal costs but excluding any consequential losses) made by any of the Company's Customers against Telefónica or any of its officers, employees or agents unless such actions, proceedings and claims result from the Fraud or negligence or acts or omissions of, or a breach of this Agreement by Telefónica.
- 14.4 Neither party limits or excludes (i) its liability for death or personal injury due to its negligence, (ii) its liability arising by virtue of Part 1 of the Consumer Protection Act 1987, (iii) its liability for its own Fraud, or (iv) any other liability which cannot be limited or excluded by law.
- 14.5 Subject to Clause 14.4, Telefónica shall not be liable to Company in contract, tort or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.
- 14.6 Subject to Clause 14.4 and notwithstanding Clause 14.5, Telefónica's liability in contract, tort or otherwise under or in connection with this Agreement shall in any event be limited to £500,000 for any event or related series of events and to £1 million for all events arising in any period of 12 months.

15. Force Majeure

- 15.1 Neither party shall be deemed to be in breach or default under this Agreement by reason of any failure to perform any obligations under or observe any terms of this Agreement if and for so long as such failure is the result of circumstances outside its control and which cannot be cured by measures which might reasonably be taken in the course of a business, (an "**Event of Force Majeure**"). Such circumstances shall include but not be limited to any outbreak or threatened outbreak of war, act or veto of government, or any other regulatory authority, Foreign GSM Operators or international organisations, treaties and other international agreements, acts of terrorism or sabotage, vandalism, strikes, lockouts or any other labour disturbance, flood, fire, lightning, explosion, accident, riot, or any other act of God.

15.2 In the event of any such occurrence affecting either party, such party shall give notice to the other immediately on the commencement and the cessation of such circumstance.

16. Assignment and Subcontracting

16.1 Unless otherwise permitted in accordance with the terms of this Agreement, neither Company nor Telefónica shall be entitled to assign or otherwise deal with the benefit or burden of this Agreement or subcontract or delegate the performance of any obligations under this Agreement, without the prior written consent of the other party (such consent not to be unreasonably withheld).

17. Confidentiality

17.1 Each party undertakes to keep confidential all information of a confidential, non-public or proprietary nature belonging to the other party which is disclosed to or obtained by the first party pursuant to this Agreement, including, without limitation, marketing, sales and financial information, business plans and strategies, details of customers and suppliers and technical information ("**Confidential Information**"). Each party undertakes not to disclose the Confidential Information of the other party to any third party and will allow access to the same to its own staff only on a "need to know" basis, except to the extent that any such information becomes public through no fault of that party or is authorised to be disclosed by the other party.

17.2 Each party will deliver up to the other party all Confidential Information of the other party and copies thereof on demand except that both parties may retain one copy of this Agreement.

17.3 The existence of and terms of this Agreement are confidential and, save as required by law, regulation or order of a competent authority, may not be disclosed by either party to any third party without the other party's prior written consent. All media releases, public announcements and public disclosures by Company relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with Telefónica and approved by Telefónica prior to release.

18. Notices

18.1 Any notice or demand given or made under the provisions of this Agreement shall be in writing and sent by email to that party's email address, set out below, or such other email address as may be notified hereunder by that party from time to time for this purpose, and shall be effectual notwithstanding any change of address or email address not so notified.

<u>Party</u>	<u>Address</u>
Telefónica UK Limited	260 Bath Road Slough Berkshire SL1 4DX

Attention: Head of Legal

Email: legalnotices@o2.com

Company [insert address]

Attention: [insert]

- 18.2 Such notices shall be deemed to have been received if sent by email, when the transmission of the email is complete. Notices sent by email shall be confirmed by letter immediately after the delivery of the email. A party receiving a notice by letter or email shall confirm receipt to the other party within 72 hours of receiving it.

19. Severability

- 19.1 If any one or more of the provisions of this Agreement shall be considered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not in any way be affected or impaired and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

20. Partnership

- 20.1 Nothing in this Agreement shall constitute any partnership or joint venture between Telefónica and the Company.

21. Waiver

- 21.1 No failure, delay or indulgence by either party in enforcing any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right, power or privilege preclude or restrict any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

22. Amendment

- 22.1 Save as otherwise provided in this Agreement, no provision of this Agreement may be amended, waived or terminated, nor may any breach of any provision of this Agreement be waived otherwise than by the express written agreement of the parties hereto.

23. Entire Agreement

- 23.1 This Agreement and Schedule 1 constitute the entire agreement between the parties hereto in connection with access to the UK System and any Foreign System and the provision of SIM Cards pursuant to this Agreement and there are no other agreements, written or oral. This Agreement supersedes all prior understandings, representations or communications between the parties hereto in connection with this Agreement and

the parties hereby declare that they have not relied on any representations or statements except as expressly set out herein.

24. Agent for Service

24.1 The Company irrevocably agrees that any Service Document may be sufficiently and effectively served on it in connection with proceedings arising out of or in connection with this Agreement in England and Wales by service on its agent, the Company or on any replacement agent if one has been appointed and notified to Telefónica.

24.2 Any Service Document served pursuant to this Clause shall be marked for the attention of:

(a) Company c/o [insert address] or such other address within England or Wales as may be notified to Telefónica by the Company; or

(b) such other person as is appointed as agent for service pursuant to Clause 24.1 at the address notified pursuant to Clause 24.1.

24.3 Any document addressed in accordance with Clause 24.2 shall be deemed to have been duly served if:

(a) left at the specified address, when it is left; or

(b) sent by first class post, four (4) Business Days after the date of posting.

24.4 A copy of any Service Document served on an agent pursuant to this clause shall be sent by post to the Company at its address for the time being for the service of notices and other communications under Clause 18, but no failure or delay in so doing shall prejudice the effectiveness of service of the Service Document in accordance with this Clause 24.

24.5 “**Service Document**” means a writ, summons, order judgement or other process issued out of the courts of England and Wales in connection with any proceedings.

24.6 Company shall notify Telefónica if it changes its agent for service appointed pursuant to Clause 24.1.

25. Third party rights

25.1 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

26. Governing Law

26.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts in London.

27. Anti-Bribery

- 27.1 In addition to and without prejudice to clause 8.1(a), the Company and Telefónica each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all applicable laws, rules, regulations of the United Kingdom [state other jurisdictions if appropriate] relating to anti-bribery and anti-money laundering.
- 27.2 In the event that Telefónica has any basis for a good faith belief that Company may not be in compliance with the undertakings and/or requirements set out in sub-clause 27.1, Telefónica shall advise Company in writing of its good faith belief and Company shall cooperate fully with any and all enquiries undertaken by or on behalf of Telefónica in connection therewith, including by making available Company's relevant personnel and supporting documents if reasonably deemed necessary by Telefónica.
- 27.3 Any breach by the Supplier of this clause 27 shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clause 13.1(a).

28. Data Protection

- 28.1 The Parties shall comply with all legislation and/or binding regulations implementing Directives 95/46/EC and 2002/58/EC, including, but not limited to, the Data Protection Act 1998 and the Privacy & Electronic Communications (EC Directive) Regulations 2003.

This Agreement has been duly executed by the Parties on the dates set out below.

EXECUTED for and on behalf of
TELEFÓNICA UK LIMITED by Sign here

.....
Print Name

.....
Title

.....
Date

EXECUTED for and on behalf of
[INSERT COMPANY NAME] by Sign here

.....
Print Name

.....
Title

.....
Date

Schedule 1 Price List

Telefónica shall provide roaming services within the EU at the capped charges specified in the EU roaming regulations set out at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:172:0010:0035:EN:PDF>

Notwithstanding anything to the contrary in this Agreement, Telefónica shall not provide the Company access to the Telefónica UK mobile network system (i.e. UK national access is not provided to the Company or the Company's Customers under this Agreement). If for any reason the Company's Customers are able to gain access to Telefónica's UK mobile network system then Telefónica reserves the right to charge the Company 20 pence per minute for mobile originated voice calls terminated in the UK, fair and reasonable charges (a minimum of 20 pence per minute) for mobile originated calls which are terminated outside the UK, 10 pence per minute for a mobile originated SMS, and £3/Mbyte for data usage.

Telefonica shall provide roaming services outside the EU at charges to be advised.