

Power in Partnership

In these terms and conditions "Digital Wholesale Solutions" means Anglia Telecom Centres Ltd (CCRN:2114602) whose registered office is at Daisy House, Lindred Road Business Park, Nelson BB9 5SR.

"Dealer" means the party who has entered into a Dealer Agreement with Digital Wholesale Solutions.

Revenue Share

Revenue share will remain payable for the full duration of the customer contract in accordance with the prevailing commercial model except where the customer is allowed to fall out of contractual commitment. In this instance Dealer revenue share payments will cease immediately and will not be resumed until such a point as the customer is recommitted into contract. In this instance there will be no retrospective payment of revenue share for the period the customer was out of commitment.

Where the Dealer moves their network connector code away from Digital Wholesale Solutions or becomes inactive for a period of six months Digital Wholesale Solutions will also suspend all revenue share payments until such time as the Dealer recommits its network code or resumes actively trading. In all instances there will be no retrospective payment of revenue share for the period of inactivity. At this point Digital Wholesale Solutions reserves the right to true up any advances given against the actual revenue share earned up to the point of the transfer or inactivity.

Where Digital Wholesale Solutions has paid an advance of revenue share to the Dealer if the customer disconnects or resigns, Digital Wholesale Solutions will true up the outstanding value of advance on that connection to the revenue share earned.

Customers that disconnect from the EE network and subsequently reconnect within a six month period will not be entitled to any revenue share advances or associated connection bonuses. Ongoing revenue share will be payable within the terms of the quarterly EE Guide.

Where there is a downward tariff migration at any time within the contract term, a truedown will be applied and the entire revenue share differential between the original connected tariff and the downwardly migrated tariff will be clawed back.

Digital Wholesale Solutions will only be able to pass on revenue share when it

has received the revenue share detail and subsequent payment from EE. If, under any circumstance, it does not receive revenue share detail or payment from EE it will be unable to make the Dealer revenue share payments. Any further revenue share due will be held and may be paid once each customer has fulfilled their full contract term and the revenue share payment from EE ceases.

Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Connection Commissions

In the event of a termination of a connection either by the customer or by EE (in both cases, whether or not in accordance with its terms), within the connection contract period, Digital Wholesale Solutions shall:

Clawback from the Dealer all and any commissions that Digital Wholesale Solutions has paid as per the quarterly EE Guide including, but not limited to the connection bonus, additional volume bonus, Value Added Services bonus and any other discretionary bonus amounts following the rules below.

Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Connection Queries, please note that Digital Wholesale Solutions and EE will NOT review any queries received three months after the initial connection.

Discount Approval for Sharer Bundles

Where a Discount Approval has been authorised connections/upgrades must be submitted within three months of the Discount Approval date.

Reconnections

Commissions will not be repaid after reconnection.

Clawbacks

Disconnection clawback (including additional services disconnections) If a Customer is disconnected for any reason (including fraud and non-payment) or deactivates any service, EE will clawback a percentage of all elements of commission as per the clawback percentages, outlined below.

Where a customer disconnected within the first six months of service all connection bonuses will be clawed back in full.

Tariff migration clawback

If a Customer migrates to a price plan with a lower commission rate than the price plan the customer originally connected to, EE will clawback a percentage of the commission differential between the tariffs, as per the clawback percentages below. This includes Post to Prepay migrations which have zero value commissions in this Postpay agreement.

Clawback Percentages

12 Months

Less than 120 days - 100%

121 days - 180 days - 75%

181 days - 270 days - 50%

24 Months

Less than 120 days - 100%

121 days - 240 days - 75%

241 days - 360 days - 50%

361 days - 480 days - 25%

Handset Returns Cap

The postpay handset returns cap is 4.5%. The postpay handset returns rate (%) will be calculated at the end of each quarter. Each return in excess of the returns cap will result in a penalty of £80.

Renewal Disconnection clawback

If a Customer is disconnected for any reason (including fraud and non payment) or deactivates any service, EE will clawback a percentage of all elements of upfront commissions as per Clawback Percentages listed above.

Renewal Return Clawback

If a renewal is returned for any reason, EE will clawback a percentage of all elements of upfront commissions as per Clawback Percentages listed above.

In all instances, Digital Wholesale Solutions reserves the right of offset any commissions or revenues due against monies due to it. Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Handset connection bonus

Payable if the handset connected was purchased from EE, via Digital Wholesale Solutions.

Prepay to postpay / Pay monthly SIM Only migrations

If a prepay customer signs up to a contract for a minimum duration of 12 months the commissions will be paid as if the customer were a new connection except that the relevant price plan connection bonus will be reduced by £20, apart from any rolling 1 month SIM-ONLY / SIM-ONLY fixed contracts and 12 month SIM-ONLY contracts. Prepay to postpay/ SIM-ONLY migrations do not count as

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In these terms and conditions "Daisy Distribution" means Anglia Telecom Centres Ltd (CCRN:2114602) whose registered office is at Daisy House, Lindred Road Business Park, Nelson BB9 5SR.

"Dealer" means the party who has entered into a Dealer Agreement with Digital Wholesale Solutions.

Revenue Share

Revenue share will remain payable for the full duration of the customer contract in accordance with the prevailing commercial model except where the customer is allowed to fall out of contractual commitment. In this instance Dealer revenue share payments will cease immediately and will not be resumed until such a point as the customer is recommitted into contract. In this instance there will be no retrospective payment of revenue share for the period the customer was out of commitment.

Where the Dealer moves their network connector code away from Digital Wholesale Solutions or becomes inactive for a period of six months Digital Wholesale Solutions will also suspend all revenue share payments until such time as the Dealer recommits its network code or resumes actively trading. In all instances there will be no retrospective payment of revenue share for the period of inactivity. At this point Digital Wholesale Solutions reserves the right to true up any advances given against the actual revenue share earned up to the point of the transfer or inactivity.

Where Digital Wholesale Solutions has paid an advance of revenue share to the Dealer if the customer disconnects or resigns will true -up the outstanding value of advance on that connection to the revenue share earned.

Customers that disconnect from the EE network and subsequently reconnect within a six month period will not be entitled to any revenue share advances or associated connection bonuses. Ongoing revenue share will be payable within the terms of the quarterly EE Guide.

Where there is a downward tariff migration at any time within the contract term, a true-down will be applied and the entire revenue share differential between the original connected tariff and the downwardly migrated tariff will be clawed back.

Digital Wholesale Solutions will only be able to pass on revenue share when it has received the revenue share detail and subsequent payment from EE. If, under

any circumstance, it does not receive revenue share detail or payment from EE it will be unable to make the Dealer revenue share payments. Any further revenue share due will be held and may be paid once each customer has fulfilled their full contract term and the revenue share payment from EE ceases.

Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Connection Commissions

In the event of a termination of a connection either by the customer or by EE (in both cases, whether or not in accordance with its terms), within the connection contract period, Digital Wholesale Solutions shall:

Clawback from the Dealer all and any commissions that Digital Wholesale Solutions has paid as per the quarterly EE Guide including, but not limited to the connection bonus, additional volume bonus, Value Added Services bonus and any other discretionary bonus amounts following the rules below.

Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Connection Queries - Please note that Digital Wholesale Solutions and EE will NOT review any queries received three months after the initial connection.

Reconnection

Commissions will not be repaid after reconnection.

Clawbacks

Disconnection clawback (including additional services disconnections) If a customer is disconnected for any reason (including fraud and non-payment) or deactivates any service, EE will clawback a percentage of all elements of commission as per clawback percentages.

Where a customer disconnected within the first six months of service all connection bonuses will be clawed back in full.

Renewal Disconnection clawback

If a customer disconnected for any reason (including fraud and non payment) or deactivates any service, EE will claw back all elements of commissions as per clawback percentages.

24 Month

less than 120 days : 100%
121 days - 240 days : 75%
241 days - 360 days : 50%
361 days - 480 days : 25%
36 Month
less than 180 days : 100%
181 days - 360 days : 75%
361 days - 540 days : 50%
541 days - 720 days : 25%

48 Month
less than 240 days : 100%
241 days - 480 days : 75%
481 days - 720 days : 50%
721 days - 960 days : 25%

Tariff migration clawback

If within 120 days of connection, a customer migrates to a price plan with a lower commission rate than the price plan the customer originally connected to, EE will clawback the commission differential between the tariffs.

Renewal Return Clawback

If a renewal is returned for any reason within 120 days, EE will clawback all elements of commissions.

In all instances, Digital Wholesale Solutions reserves the right of offset any commissions or revenues due against monies due to it. Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network.

Handset connection bonus

The handset connection bonus is payable only if the handset connected from purchased from EE, via Digital Wholesale Solutions.

Business Proofs

EE has the right to claw back all benefits paid in relation to a breach of acceptance process but in any event will least claw back £40 in relation to each business customer where the Dealer fails to collect the correct proofs in accordance with EE policy.

Your Plan Lead / Sharer

The same leader and sharer type is required for the whole account.

Your Plan unlimited calls

The same unlimited calls and text bundle must be taken by all voice users on the same account.

Alternative Tenures

Alternative tenures to those stated for all price plans are available between 1 and 60 months via BPST.

Your Plan General

Mobile Broadband users are not required to add a voice bundle, please note Out Of

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Legacy products

These are reserved for existing customers to add grow connections to their account, they cannot be used for new acquisition customers or existing customers resigning to if they are not already on the plan set.

Legacy Enhanced Sharer

If Enhanced Sharer has been chosen this is required to be taken by the leader and all sharers on the account.

Downward migration

If within 120 days a customer migrates the user SOC (product code) to a lower user SOC (product code), Digital Wholesale Solutions will clawback the commission differential between the tariff commissions.

Corporate Sharer Discounts

Only one sharer discount can be applied per line, larger discounts requests must come through the Dealer Approval route. The same leader and sharer type is required for the whole account.

Corporate Sharer Data Discounts

Data discounts are not compatible with either the BlackBerry OS7 products or the 4G enabler, they can be used with the BlackBerry 10 BDS and UDS bundles.

Business Proofs

EE have the right to claw back all benefits paid in relation to a breach of acceptance process but in any event will least claw back £40 in relation to each business customer where the dealer fails to collect the correct proofs in accordance with EE policy.

Connection Queries

Please note that Digital Wholesale Solutions and EE will NOT review any queries received three months after the initial connection.

In all instances, Digital Wholesale Solutions reserves the right of offset any commissions or revenues due against monies due to it and any other Daisy Group company.

Please note, these terms sit alongside the terms within the original Dealer Agreement which you signed, so please ensure you familiarise yourself with both sets of terms and conditions.