

Power in Partnership

In these terms and conditions “Digital Wholesale Solutions” means Anglia Telecom Centres Ltd (CRN: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, becomes inactive for a period of six months or is given a do not deal notification from a network operator 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 or do not deal notification.

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. If the customer has resigned with Digital Wholesale Solutions within the approved window we will pay to the Dealer a new advance based on the resign at that point.

Customers that disconnect from the Vodafone 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 Vodafone 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.

Where any Value Added Service is applied at the point of connection or first resign into revenue share and a revenue share advance is paid and the Value Added Service is subsequently disconnected a true-down of the advance element of that Value Added Service will occur and a clawback of the full advance differential will be made.

No revenue share advance will be paid for new lead handsets where an existing customer migrates the current parent handset down to a sharer and adds a new parent handset to the account.

Digital Wholesale Solutions will only be able to pass on revenue share when it has received the revenue share detail and subsequent payment from Vodafone. If, under any circumstance, it does not receive revenue share detail or payment from Vodafone it will be unable to make the Dealer revenue share payments.

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 Vodafone (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 Vodafone Guide including, but not limited to the connection bonus, additional volume bonus, Value Added Services bonus and any other discretionary bonus amounts where the termination occurs within the first six months of contract term. If disconnection occurs after six months Digital Wholesale Solutions reserves the right to clawback these bonuses on a pro rata basis.

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

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 Vodafone 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.

Contracts & PO's

Where supplied with a connection request Digital Wholesale Solutions reserves the right to withhold any advance or commission payment until a valid, signed contract and/or purchase order is submitted to cover the contract term. If these are not received within six months of the connection date the commission will not be payable and the advance will not be released, leading to True Revenue Share being paid only.

ARPU

Vodafone reserves the right to revise maximum handset limits from those published, for some or all Dealers, following a review of customer ARPU.

Additional Services

Where an additional service is added to a tariff connection, the Dealer shall ensure that each data add-on has a minimum term equal to that of the tariff connection.

24 month contracts

A customer can only downward tariff migrate in conjunction when doing an in-life renewal where the contract is extended. You can only tariff migrates down 1 step (price point).

Secondary Connections

Text / Data / Email Bolt-ons cannot be removed mid contract. This excludes the 30 day roaming voice bundles.

Any customer who is connected to a legacy tariff and wishes to migrate up or down the tariff ladder (change their allocation of bundle minutes) can only do so by moving to a current tariff set. This applies both to customers who are out of commitment or customers tariff migrating “in life” in accordance with the above Policy.

Non-Compliance

As well as the above specific cases for clawback, all other customer disconnections within the first six months of connection may also be subject to clawback where it is shown that the Dealer has not complied with credit checking and /or other operational procedures.

The Dealer will be required to provide evidence of compliance by submitting copy contracts and proofs.

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This does not affect Vodafone's/ Digital Wholesale Solutions' right to audit contracts from time to time, as part of routine business procedures.

Irrespective of all of the above, Digital Wholesale Solutions reserves the right to pass on any clawback received from the network. Zero-Usage Clawback For Company Caller, Commercial Caller and Business Caller tariffs, Vodafone will monitor for any zero usage after connection. Where it is found that a tariff connection has no minutes or data usage, any revenue share paid, upfront advance, incentive and volume bonuses paid will be clawed back from the Dealer.

Disconnect/Reconnect (D/R)

Digital Wholesale Solutions shall also clawback any revenue share paid, upfront advance, incentive and volume bonuses paid for any new connections where a D/R has been identified.

A D/R is defined as an existing Vodafone customer who either: Disconnects the existing connection within 365 days before making a new connection or Disconnects the existing connection within 365 days after making a new connection.

This applies to D/R within the same Vodafone billing base (e.g. ZYGO to ZYGO), or across Vodafone's various billing bases (e.g. Libra to ZYGO), and across all Vodafone's sales channels (i.e. Indirect to Indirect, or Direct to Indirect).

Any Dealer found to have deliberately encouraged the use of D/R on three or more occasions shall be subject to termination.

For the purpose of this policy a customer who is ported out to another Network and subsequently ported back in to Vodafone within 12 months will be defined as a Disconnect / Reconnect.

Downward Tariff Migrations

A downward migration is classed as a change to a tariff with a lower line rental, or a change of service which has a detrimental impact on the ARPU of the account. For the avoidance of doubt, this includes removing any secondary subscription including UK and International Voice, Email, Text or Data bolt-ons.

In life customers on Mobile Broadband contracts cannot migrate downwards without prior commercial approval. This includes at point of in-life renewal. A customer can only downward price plan migrate in conjunction with a renewal

where the contract is extended. A customer can only price plan migrate down one step of the ladder when recommitting via an In-Life Renewal unless written commercial approval is given

Secondary connections, text, data, email boltons, cannot be removed mid contract unless written commercial approval is given.

Out of contract customers (including those eligible for full term renewal) can only migrate downwards to these tariffs with prior commercial approval.

Any existing customers migrating to three month tariffs with prior commercial approval and then subsequently disconnecting within 12 months of renewal WILL be subject to disconnection / churn measurements.

Vodafone Migrations

Migrations from an alternative Vodafone service provider to Vodafone will not be entitled to any current connection bonuses offered by the network. A revenue share advance is only paid with an approved funding request. Ongoing revenue share will be payable within the terms of the quarterly Vodafone Guide.

Fraud

Where a customer has been disconnected for non-payment and has never paid a bill, Vodafone will deem that customer to have been fraudulently connected.

For these disconnections, any revenue share paid, upfront advance, incentive and volume bonuses paid will be clawed back.

In addition, through routine investigation or other means, where an active connection is suspected to be fraudulent, the Dealer will provide a copy of the correctly completed contract and all relevant documentation for Vodafone to establish whether actual fraud occurred.

Should this be found to be in order, then no further action will be taken. Should the Dealer fail to comply with the request for documentation within 30 days of the request, any revenue share paid, upfront advance, incentive and volume bonuses paid will be clawed back.

Where the requested documentation is submitted to Vodafone but is clearly found to be fraudulent (based on reasonable expectations of the Dealer's employees or representatives to be able to identify fraud, rather than specific expertise), any revenue share paid, upfront advance, incentive and volume bonuses paid will be clawed back.

Full details of any actual fraud will be made available to the Dealer in order that they can review this and take appropriate correcting actions.

Fraud will include but is not limited to: Amendments to a customer contract post signature that the customer is unaware of or has no record of.

Forged or inappropriate signatures on documents.

Obtaining blank copies of customer purchase orders or the like.

Placing the customer on a contract term that the customer has not agreed to.

Knowingly accepting connections that will have zero usage.

Connecting a parent handset (or added value bundle) to an existing customer account and subsequently removing or downgrading an existing connection in order to remove a similar feature or value.

No time limits shall apply to any commission clawback in relation to fraud. Digital Wholesale Solutions reserves the right to claw back at any point where fraud is discovered.

Fixed Dialed SIMs

Any order requiring fixed dialed SIMs will be treated as bespoke and must therefore be referred for approval before connecting the deal as the commission payable may need to be reviewed to reflect the ARPU

Fixed Cellular Device

Vodafone Partner Services does not accept any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.

Unrestricted Policy

Customers who are on 'unrestricted' data or voice price plan or data bundle are allowed to use their mobile internet for (1) calls over the internet (voice over IP); and/or (2) peer to peer communication services. If customers use their mobile internet for (1) and/or (2) above and are not on an unrestricted data bundle we may do one or more of the following:

1. Block access to the services; and/or
2. Restrict network performance; and/or
3. Charge you for use at the full published rates as set out at www.vodafone.co.uk

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Re-sign Rules & Rules of Engagement
Mid-term resigns, customers are eligible for mid-term upgrade during a 60 day window starting at the 12 month contract mid-point. Upgrades performed in this window will trigger a pro-rated clawback of previous contract and a new 24 month contract.

Out of commitment, customers are next eligible 4 months from the current contract end date. Customers will be entered into a new 24 month agreement at this point but any previous contract shortfall will only be added to the new term if the upgrade takes place in the last 75 days of the existing contract term. In this instance the unserved days will be added on to the new 24 month contract.

Contracts & PO's

To comply with Digital Wholesale Solutions process, Dealer's must ensure a valid, contract and purchase order signed by an authorised signatory of the customers company is submitted to cover the contract term. Failure to do so may result in disconnection by the network if the customer claims any fraudulent activity.

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.