



1. AGREEMENT STRUCTURE

- 1.1 This Agreement is composed of the following documents, which apply in decreasing order of priority in the event of conflict:
- Any agreed Order; or notice served by EE under clause 12
 - Solution Terms including those set out in the Price Guide (including any Solution Description and Statement of Requirements where incorporated and where there is a conflict, the following order of precedence applies: Solution Terms; Statement of Requirements; Solution Description);
 - These Product Supply Terms for Business Customers;
 - Price Guide; and
 - Any other document attached to or explicitly referred to in this Agreement.

2. DEFINITIONS AND INTERPRETATION

Any references to the "General Terms and Conditions for Business Customers" in any Solution Terms shall be construed as a reference to these EE Product Supply Terms for Business Customers, for the purposes of this Agreement.

2.1 Definitions

Applicable Law

means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service or Equipment, including:

- anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- all applicable export laws and regulations, including those of the United States of America.

Charges

all monies payable by the Customer to EE under this Agreement as set out in the Order or (if silent) in the Price Guide (as may be varied pursuant to clause 12 of this Agreement) including without limitation any:

- charges payable by the Customer to access the Services;
- lump sum termination charges set out in these Product Supply Terms for Business Customers and Solution Terms (where applicable) payable by the Customer in the circumstances set out within clause 15.3 ("Termination Charges");
- additional fees set out in the Price Guide for specified administration or account activity ("Additional Charges").

Confidential Information

any commercial or technical information in whatever form which is disclosed by one party to the other party and which would be

regarded as confidential by a reasonable business person including, without limitation, all business, statistical, financial, marketing and personnel information, customer or supplier details, know-how, designs, trade secrets or software of the disclosing party or any member of its Group.

Credit

any contractual credit, BACS or other payment which EE agrees to provide under this Agreement, or which EE receives from or on behalf of a Customer and applies to the Customer's account for use solely towards the purchase of Services and Equipment.

Customer

means the business named in the Order.

Customer Equipment

any equipment and/or software used by the Customer which is not provided by EE.

Customer Representative

a representative of the Customer with the authority to bind the Customer in relation to the Agreement, as detailed in the Order or the Statement of Requirements, or as otherwise notified to EE.

Data Protection Legislation

means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service or Equipment including but not limited to the GDPR.

Device

any mobile or wireless device, handset, tablet, laptop, watch, USB drive, data card, memory card or other equipment, provided by EE, whether on its own or for use in connection with the Services.

EE

EE Limited, registration number 02382161, registered office at 1 Braham Street, London, E1 8EE (or any organisation that may succeed it as the assignee of this Agreement).

EE Privacy Policy

means EE's privacy policy (as amended from time to time) that you can access at <https://ee.co.uk/eeprivacycentre> (or any other online address that EE may advise you).

EE Software

any software, excluding End User Licensed Software, that is owned by EE or licensed by EE on behalf of a third party, and which may be updated from time to time.

End User Licensed Software

software licensed to the Customer by a separate agreement with the licensor of such software, as set out in the Product Supply Terms for Business Customers or Solution Terms of this Agreement or by any 'shrink wrap' or 'click through' licence agreement or in box documentation provided.

Equipment

the Devices (which may contain Software) set out in the Order and any other equipment, that may be supplied by EE, including to enable the Customer to access



	any Services as agreed between the parties from time to time.	List Price	the standard prices for services and equipment as current at the time the price needs to be determined.
GDPR	means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the processing.	Solution Minimum Connection Period	the minimum period, as detailed in the Order, for which the Customer commits to receive a particular Solution. Where the Customer has more than one Solution, a separate Solution Minimum Connection Period applies to each Solution.
GDPR Processing Annex	means the document setting out detailed information on the Processing of Personal Data for the Solution Terms that can be found at www.ee.co.uk/businessterms .	Order	means the order form for Services and Equipment which the Customer commits to take and EE commits to supply upon acceptance of this Agreement by EE. Any reference to " Commercial Terms " in the Solution Terms shall be construed as a reference to the Order for the purposes of this Agreement.
Group	any entity or person controlled by, controlling or under common control with EE or the Customer (as applicable), from time to time. For the purpose of this definition the term "control" means ownership, directly or indirectly, of: (i) equity securities entitling it to exercise, in aggregate, 50% or more of the voting power in such corporation or other entity; (ii) 50% or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partnership.	Price Guide	the applicable list of current standard prices, terms and conditions for certain standard services as updated from time to time and published at www.ee.co.uk/businessterms . To the extent that there is any conflict between the Price Guide and any other point of sale pricing information, the Price Guide takes precedence.
Insolvency Event	an event where either party: a. ceases, threatens to cease or suspends trading or carrying on business (other than temporarily by reason of a strike); or b. suspends payment of its debts or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or commits any act of insolvency, or enters into a composition or voluntary arrangement with its creditors, or has a receiver or administrator appointed over the whole or any part of its business or assets, or has a creditor's winding up petition advertised against it in the appropriate Gazette, or passes a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction), or is the subject of any action or procedure commenced in any jurisdiction which is similar to or analogous with any above-mentioned action or procedure.	Product Supply Terms for Business Customers	means these terms and conditions.
		Service(s)	the service(s) set out in the Order and any other services that may be agreed between the parties from time to time, which may include Solutions and may contain or use Software.
		Service Commencement Date	the date on which EE commences supply of a particular Service to the Customer.
		Software	EE Software and End User Licensed Software, as updated from time to time.
		Solution	a business solution (which may include services Equipment and Software) to which additional requirements, technical details, commercial and support arrangements, terms and conditions may apply as set out in the Solution Terms.
		Solution Description	a specification document relating to complex Services or Equipment provided by EE, as may be amended from time to time in accordance with clause 5.2 and as notified to the Customer.
		Solution Terms	Solution terms and conditions available at www.ee.co.uk/businessterms either as standalone documents or within the Price Guide. Solution Terms may incorporate a Solution Description and/or Statement of Requirements which shall be provided separately to the Customer.
Intellectual Property Rights	copyright, database rights, design rights, patents, trademarks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property or forms of protection of similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world.	Statement of Requirements	an EE form that may be used to detail the Customer's requirements in relation to a particular Service which shall be agreed in accordance with clause 5.4.



Sub-contractor(s)	any person appointed by EE to perform EE's obligations under this Agreement to the Customer on EE's behalf.
Sub-Processor	means an EE Group or EE's supplier or subcontractor that EE engages to Process User Personal Data for the purposes of the Agreement.
UK GDPR	means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.
User	the Customer or anyone who is permitted by the Customer to use the Service(s) and Equipment under this Agreement.
User Personal Data	means only the proportion of Personal Data where the Customer is the Controller and that EE needs to Process on the Customer's behalf as a Processor in providing the Services and Equipment to the Customer under the Agreement.
Working Day	any day other than a Saturday, Sunday, or a day which is a national, public or bank holiday in the UK.

2.2 Interpretation

- a. Any reference to the plural includes the singular and vice versa.
- b. Any reference to a statutory or regulatory requirement will: (a) include any relevant Act of Parliament, subordinate legislation or other enforceable right; and (b) be construed as a reference to that requirement as may be amended, replaced extended or consolidated from time to time.
- c. General words will not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words "including" and "in particular" (or similar) will not limit the generality of any preceding words.
- d. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

3. COMMENCEMENT AND TERM

- 3.1 This Agreement shall commence on the date of acceptance of this Agreement by EE and shall continue until the last remaining Service expires or is terminated by either party in accordance with this Agreement, or if the Agreement only covers the provision of Equipment, until last of the obligations under the Agreement is performed.
- 3.2 The Solution Minimum Connection Period (where applicable) for each Service shall commence on the Service Commencement Date. EE shall supply each Service from its Service Commencement Date for its Solution Minimum Connection Period and thereafter until the Service expires or is terminated by either party in accordance with this Agreement.

4. SUPPLY OF SERVICES AND EQUIPMENT

- 4.1 EE agrees to supply, and the Customer agrees to receive, the Services and Equipment subject to the provisions of this Agreement.
- 4.2 Subject to clause 8, the Customer agrees that it is procuring the Services and Equipment for its own use and for the benefit of its Users as authorised by and in accordance with this Agreement and it will not re-sell, re-supply or otherwise distribute the Services and Equipment or allow Users to do so.
- 4.3 EE will use its reasonable endeavours to provide the Services where technically possible, however EE is unable to guarantee a continuous fault-free Service.

5. SOLUTIONS AND STATEMENT OF REQUIREMENTS

- 5.1 EE will ensure that the Services and Equipment comply in all material respects with any Solution Description provided or Statement of Requirements agreed.
- 5.2 Changes to the Solution Description (including without limitation improvements and upgrades) may be offered to the Customer from time to time. Such changes may be subject to additional Charges. If the changes are accepted by the Customer, the new Solution Description shall then apply to the Customer's Solution and where applicable, any such additional Charges shall be payable in accordance with clause 6.
- 5.3 If the Customer orders a Solution to which a Statement of Requirements applies (as specified in the online Solution Terms), EE and the Customer shall agree the final contents of that Statement of Requirements in writing, in accordance with the process set out in clause 5.4, before EE provides the Solution.
- 5.4 Upon either party completing a Statement of Requirements, the other party may agree to the proposed Statement of Requirements or revise it with suggested amendments for approval or revision by the original party. Any revised Statement of Requirements will then follow the same approval or revision process. The Statement of Requirements shall only be incorporated into the Customer's Agreement when EE communicates to the Customer in writing that the Statement of Requirements is in final and agreed form.
- 5.5 If the Statement of Requirements has not been agreed within 14 days of the date of this Agreement and any such delay is not as a result of EE's actions, EE may, at its discretion and without the Customer being liable for Termination Charges for the relevant Solution:
 - a. charge the Customer an administrative fee to cover EE's reasonable expenses caused by the delay; and/or
 - b. terminate the Solution, in which case the Customer shall return to EE, in good condition, all Equipment supplied by EE for the Solution, and title in any Equipment supplied shall revert back to EE. Where Equipment is not returned, or in EE's reasonable opinion is not returned in good condition, EE reserves the right to charge the Customer at the List Price for such items.
 - c. EE may vary the Order where failure to implement a Solution materially impacts the overall commercial deal between the parties. The parties will negotiate in good faith to mutually agree such variation in writing.

6. CHARGES AND PAYMENT

- 6.1 The Customer is responsible for paying all Charges incurred for Services and Equipment on its account and must pay the Charges



in full and without any deduction or set off within 30 days of the date of an EE invoice. The Customer is responsible for notifying its Users if it does not wish Users to incur any particular Charges or use any particular Services. All Charges, and Credits are exclusive of VAT unless specified otherwise.

6.2 EE will invoice the Customer monthly in arrears for all Charges, unless otherwise specified. EE will invoice the Customer and the Customer must pay all Charges for Equipment after dispatch of any Equipment ordered from EE.

6.3 All Services and Equipment are supplied by EE for UK use only unless otherwise specified and deliveries of Equipment will be made to the UK delivery address(es) set out in the Order.

6.4 The Customer will notify EE in writing of any disputed invoice within 14 days of the date of such invoice, including the full facts of the dispute. The Customer must pay the undisputed portion of the invoice in accordance with the terms of this Agreement and in good faith co-operate with EE to resolve the dispute. Any sum agreed to have been correctly invoiced will be paid and any sum incorrectly invoiced will be resolved by appropriate credit to the Customer's account (in each case within 7 days of resolution).

6.5 EE may in its absolute discretion accept payment of Charges by debit card, cheque, direct debit or electronic transfer. Rejected payments will be subject to an Additional Charge. Where the Customer elects and EE agrees to make payments by credit card, EE is authorised to debit the Customer's nominated credit card account with all Charges due and payable to EE.

6.6 Where the Charges under this Agreement are varied, there may be a delay in those changes becoming effective due to billing cycles.

6.7 If any payment is not made when due, EE may charge a late payment charge. EE may also take any or all of the following actions until payment for Charges not the subject of a dispute in good faith is received:

- a. withhold and/or set-off any sums owed by EE to the Customer (including any Credit) against the sums owed by the Customer to EE;
- b. suspend the Service(s) in accordance with clause 13.4; and/or
- c. issue a notice pursuant to clause 1.1a on the basis that the parties agree that such non-payment shall be a material breach of this Agreement.

6.8 Further Charges and payment terms apply as set out in the Price Guide and as may also be included in the Solution Terms. These documents can be found at www.ee.co.uk/business/terms or are available on request.

7. USE OF THE SERVICES AND EQUIPMENT

7.1 The Customer shall, and shall procure that its Users shall:

- a. only use or allow the Equipment to be used for any purpose for which it is designed;
- b. keep confidential and not disclose to any third party any Customer account password, personal identification code, number or name issued by EE permitting access to the Services and Equipment;
- c. provide in a timely manner any information and/or assistance EE requires in order to supply the Services and Equipment, ensuring the continuing accuracy and completeness of such information;

d. comply with any manuals, guidance and any reasonable instructions issued by EE or relevant third party manufacturer or supplier concerning the use of the Equipment and Services and co-operate with EE's reasonable security and other checks (which may include EE making calls or sending communications to Users);

e. only use Equipment or Customer Equipment which is authorised by EE (such authorisation not to be unreasonably withheld) and compatible for use with any Services;

f. inform EE upon becoming aware of any suspected or actual unauthorised use of the Services and Equipment and take all steps necessary, including any steps requested by EE, to prevent such use;

g. comply with all licence terms as required from time to time for any Software;

h. do not use, nor knowingly allow the Equipment or Services to be used:

- i. for any unlawful or improper purpose or in such a manner that will or may impair EE's provision of the Services and/or Equipment to the Customer or other users,
- ii. in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the Services to send spam or unsolicited communications without the receiver's consent,
- iii. to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance, or
- iv. in any way that breaches the provisions of clauses 17 and 18 or contravenes the Intellectual Property Rights of EE's Group or any third party;

i. not knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or Software;

j. comply with any applicable fair use policy that EE may issue from time to time; and

k. comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.

7.2 The Customer will indemnify EE against all claims and proceedings arising from the Customer's use of the Equipment or if the Equipment is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep EE informed of anything which may affect the rights of EE, or involve EE in any proceedings, loss or liability.

7.3 The Services and Equipment may enable access to the internet, use of which is solely at the Customer's risk. EE has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Services or use of the Equipment.

7.4 Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. The Customer is responsible for ensuring compliance with such laws or regulations and EE is not liable for any failure of the Customer or its Users to do so.

7.5 The Customer shall be responsible for implementing its own data archiving and data back-up processes. The Customer acknowledges that it may be required to restore data from its back-



- up to relevant systems to enable a Service to continue to be provided.
- 7.6 The Customer acknowledges and agrees that EE may monitor and record calls or other communications relating to EE customer services and telemarketing.
8. **CUSTOMER GROUP**
- 8.1 Subject to clause 8.2, the Customer may permit other members of its Group as notified to EE from time to time to use the Services and Equipment supplied by EE under this Agreement, provided that any act or omission of such members of the Customer's Group shall for the purposes of this Agreement be deemed to be the act or omission of the Customer.
- 8.2 The Customer shall procure that such Group members fully comply with the terms of this Agreement and the Customer shall ultimately remain liable to pay all Charges in respect of the use of the Services and/or Equipment by other members of its Group.
9. **RISK AND TITLE**
- 9.1 Subject to clause 9.2, title to any Equipment supplied by EE passes to the Customer once the Customer has paid for such Equipment in full or, if Equipment is being paid for by way of Credit, title shall pass to the Customer on delivery.
- 9.2 Unless otherwise agreed in writing, title and property in any Software shall remain vested in EE or the appropriate third party.
- 9.3 All risks in any Equipment, and Software pass to the Customer on delivery. Any Equipment or Software returned to EE shall be done so at the Customer's risk until received by EE.
10. **EQUIPMENT**
- 10.1 The Customer must satisfy itself that all Equipment is suitable for its intended purpose and requirements. EE will use reasonable endeavours to provide the Equipment. Certain Services may require specific equipment and the Customer acknowledges that it may have to purchase certain equipment to benefit from the full functionality and range of Services.
- 10.2 Equipment may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such Equipment. If the Customer does not consent to such additional terms it must (at its cost) return such Equipment within 7 days of delivery.
- 10.3 EE may recall, update or have access to the Equipment as reasonably required to enhance or maintain the quality of Services or to update Software, but will endeavour to minimise any disruption caused to the Customer.
- 10.4 Notwithstanding clause 7.1e, the Customer acknowledges that it has carried out its own investigations as to the suitability of any Customer Equipment used with the Equipment and that EE has made no representations or warranties in relation to the suitability of the Equipment for use with the Customer Equipment (or vice versa). The Customer will ensure that any Customer Equipment adheres to any technical parameters and guidelines issued by EE from time to time.
- 10.5 EE does not warrant the availability of any Equipment and may from time to time amend the range of Equipment available or withdraw particular Equipment from sale or supply a comparable replacement where the Equipment ordered by the Customer is not available at the time of despatch.
- 10.6 The Customer acknowledges that any support services that may be provided by EE are only provided for the specified Equipment and that EE does not provide support for any other equipment (including without limitation Customer Equipment).
11. **WARRANTY**
- 11.1 EE shall procure that the Customer receives the benefit of the manufacturer's warranty for all new Equipment where it is able to do so for a period of no less than 12 calendar months from delivery. All out of warranty replacements will be charged to the Customer at List Price.
- 11.2 The Customer shall notify EE within 14 days of receipt if any Device has arrived damaged and/or faulty or if an order has been incorrectly fulfilled. EE shall replace such damaged or faulty Device with a new Device.
- 11.3 EE warrants that the EE Software shall conform in all material respects to the manufacturer's specification for a period of 3 months from the date of delivery of the EE Software. EE's sole obligation and liability for breach of this warranty will be to promptly repair or replace (at EE's expense) the defective EE Software.
- 11.4 The above warranties are subject to compliance by the Customer and other Users in all material respects with all relevant licences, specifications, user manuals, any other user guidelines and any manufacturer's conditions specified in the warranty. EE shall not be liable for faults in or malfunction of any Equipment or EE Software where:
- the Customer or Users have failed to comply with such licences, specifications, manuals, guidelines or conditions; or
 - any alteration, modification or addition has been made to the Equipment or EE Software without EE's prior written consent.
- 11.5 Devices may qualify for Fault Cover as detailed in the Price Guide at www.ee.co.uk/business/terms.
12. **VARIATIONS BY EE**
- 12.1 EE may by issue of a notice to the Customer (sent by post, e-mail or text message) vary the provisions of this Agreement where such variation is required as a result of:
- any legislation, statutory instrument, government regulation, regulatory requirement or licence;
 - changes imposed by third party manufacturers or suppliers; or
 - a change to EE's operations provided such change is also implemented in relation to the majority of EE's business customers.
- 12.2 Where any variation by EE to this Agreement is of material detriment to the Customer, EE will give the Customer at least one month's written notice of the variation (save where this is not practicable due to a change imposed by a legal or regulatory body) and the Customer will have the right to terminate the relevant Service and/or Equipment in accordance with clause 14.4.
- 12.3 Subject to clause 12.2, EE may also from time to time vary:
- the Charges; and/or
 - the prices, terms and conditions set out within the Price Guide.



Where the Charges are set out in the Order, such variation shall take effect from the date the variation is notified to take effect to the Customer. The Customer agrees that variations to the Price Guide shall take effect from the date the variation is published at www.ee.co.uk/business/terms and that such publication shall constitute adequate notification of the variation. It shall be the responsibility of the Customer to review the Price Guide periodically. EE recommends that the review of the Price Guide is carried out by the Customer no less than every 30 days.

12.4 Subject to clause 12.2, EE may at any time, withdraw any Service or Equipment where it is either no longer able to provide the Service or Equipment because its nominated third party supplier no longer provides the Service or Equipment to EE, or where EE has decided that the Service or Equipment is no longer suitable to its business operations, provided it gives the Customer at least 60 days' notice of such withdrawal. The Customer shall not be liable to pay any Termination Charges in respect of the relevant Service or Equipment where EE exercises its rights under this clause.

13. SUSPENSION

13.1 EE may, without liability to the Customer, suspend the Customer's and/or any or all Users' access to any relevant part, or where necessary all, of the Services:

- a. during any technical failure, modification or maintenance of the Services;
- b. upon instruction by emergency services or any government, regulatory or appropriate authority; or
- c. where necessary to safeguard the integrity and security of the Services or to reduce fraud.

13.2 EE shall use its reasonable endeavours to keep any suspensions under clause 13.1 to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.

13.3 Where a User has caused the Customer to be in breach of any of its obligations under clause 7, EE may suspend the Services to that specific User, but where practicable shall use its reasonable endeavours to notify the Customer in advance of such suspension to allow the opportunity for the alleged breach to be remedied.

13.4 Without prejudice to its other rights under this Agreement, EE may additionally suspend the Customer and/or all the Users' access to the Service(s) where it has not received payment of outstanding Charges (including any accrued interest) due under this Agreement or any other agreement you have entered into with EE within 7 days of the due date of the invoice, and where those Charges are not being disputed in good faith, or where any agreed credit limit on the Charges has been exceeded by the Customer.

13.5 The Customer shall remain liable for all Charges during any period of suspension, and where the suspension has been implemented under clauses 13.3 or 13.4, the Customer shall also pay all reasonable costs and expenses incurred by EE in the implementation of the suspension. EE shall restore the Services as soon as the circumstances which gave rise to the suspension are remedied.

14. TERMINATION

14.1 Subject to clause 15.3, EE or the Customer may terminate this Agreement in whole or in part at any time by giving 30 days' written notice.

14.2 EE may terminate this Agreement in whole or in part with no liability to the Customer at any time by giving notice to the Customer:

- a. before EE delivers the Equipment or the Customer takes possession of the Equipment on 7 days written notice to the Customer; or
- b. if a third party supplier or manufacturer withdraws and/or declines to take an order for the Equipment from EE.

14.3 6 Either party may terminate this Agreement in whole or in part at any time by notice in writing if the other party:

- a. is in material or persistent breach of any of the terms of this Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied. If the breach is not remedied within 30 days of the date of the notice, this Agreement shall end on the expiry of the 30 day notice period. If the breach is not remediable, termination will take effect immediately; or
- b. becomes subject to an Insolvency Event.

14.4 The Customer may terminate a Service or cancel an order for Equipment without liability for Termination Charges by giving EE 30 days' written notice where EE has varied the terms of, or increased the Charges under, this Agreement pursuant to clause 12 in relation to that specific Service or Equipment to the material detriment of the Customer. This right to terminate ends 60 days after the date on which the variation became effective.

14.5 The Customer shall notify EE immediately in the event the Customer undergoes a change of control and EE shall have the right to terminate the Agreement by giving at least 30 days' written notice to the Customer in the event of such change of control, provided that EE exercises its right of termination within 6 months of receipt of the Customer's notice. For the purposes of this sub-clause, "control" shall have the meaning given in section 1124, Corporation Tax Act 2010.

14.6 In deciding whether to exercise the right to terminate under clause 14.5 EE will particularly consider whether:

- a. the new controlling entity is of the same financial standing as the Customer;
- b. the overall commercial position for EE remains the same after the change of control;

the new controlling entity is a UK registered company.

15. CONSEQUENCES OF TERMINATION

15.1 Upon expiry or termination of this Agreement (in whole or in part) for any reason, the following shall apply (and where terminated in part, shall apply to that part) subject to clause 15.2:

- a. the Customer shall pay all Charges due and payable at the relevant date;
- b. the Customer shall pay any Termination Charges which are due in accordance with clause 15.3
- c. EE shall no longer supply and the Customer shall immediately cease to use the Services (except for EE Software embedded in such Equipment to which the Customer has title: (i) which cannot reasonably be removed or deleted from that Equipment; and (ii) to the extent strictly necessary for the ongoing use of that Equipment;
- d. the parties must promptly on request return or destroy all Confidential Information (except that either party may retain such information where required for regulatory purposes)



and also return any property belonging to the other (and where requested provide written confirmation of this); and

- e. any other Equipment in which title has not passed to the Customer must be returned to EE in full working order or destroyed as requested by EE. Where it is not returned, or if in EE's reasonable opinion is not returned in good working order, the Customer must pay the List Price for such Equipment, this does not apply where EE has requested that such Equipment is destroyed.

15.2 Notwithstanding the above, where all or part of this Agreement has been terminated:

- a. by the Customer pursuant to clause 14.3a (material or persistent breach), clause 14.3b (insolvency) or clause 14.4 (variations);
- b. by EE under clause 14.5 (change of control); or
- c. by either party under clause 23.5 (events outside parties' reasonable control),

the Customer shall only be obliged to pay the Charges due up until the date of termination.

15.3 Termination Charges will be payable in accordance with the relevant Solution Terms where a Service(s) is terminated prior to completion of its Solution Minimum Connection Period:

- a. by the Customer under clause 14.1; or
- b. by EE under clause 14.3.

The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by EE due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

15.4 Termination or expiry of this Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of this Agreement which are intended by their nature to survive termination shall continue in force (including clauses 14, 15, 16, 17, 18, 19, 20, 22 and 23) together with any other provisions necessary for their enforcement or interpretation.

16. LIABILITY

16.1 The express terms of this Agreement are in lieu of all warranties, conditions and other terms implied by statute, common law, custom, trade, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, including any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

16.2 Subject to clause 16.3:

- a. the total liability of each party under or arising in connection with this Agreement in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the greater of £100,000 or 100% of the Charges paid or payable by the Customer in the first 12 months of this Agreement;
- b. neither party will be liable to the other in contract or tort (including negligence) or otherwise for:
 - i. any loss (whether direct or indirect) of profit, business, contract, use, anticipated saving or revenue, goodwill, production, business interruption, wasted expenditure,

- ii. any loss or corruption of data or software, or
- iii. any indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement.

16.3 Nothing in this Agreement limits or excludes:

- a. either party's liability for death or personal injury caused by the negligence of its employees, agents or sub-contractors, for fraud or fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded; or
- b. the Customer's obligation to: (i) pay the Charges; or (ii) pay any Termination Charges.

16.4 EE will not be liable for any breach of this Agreement to the extent that any delay or failure by EE to perform its obligations results from: (a) an act, omission or delay of the Customer, its agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement; (b) acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or (c) acts, defaults, omissions or negligence of third party suppliers or manufacturers, except where such providers are Sub-contractors.

17. INTELLECTUAL PROPERTY

17.1 All Intellectual Property Rights used by or subsisting in the Services and Equipment shall remain the sole property of EE or (as the case may be) the relevant third party rights owner.

17.2 Where Intellectual Property Rights are created during or as a result of the supply of the Services and Equipment to the Customer, these Intellectual Property Rights shall be owned by EE or the third party rights owner as applicable. This clause shall not transfer the ownership of any Intellectual Property Rights created or owned by the Customer as a result of the receipt and ordinary use of the Services and such Intellectual Property Rights shall be owned by the Customer.

17.3 The Customer must not:

- a. do anything or allow anything to be done which might jeopardise EE's or its licensors' Intellectual Property Rights;
- b. dispute or challenge the rights of the relevant third party rights owner;
- c. apply for, or obtain, registration in any country of any trade or service mark or any other Intellectual Property Rights which consist of, or comprises of, or are confusingly similar to, the trademarks or Intellectual Property Rights of the EE Group or its licensors.

17.4 Subject to the provisions of clauses 16, 17.5 and 17.6 EE agrees to indemnify the Customer during the term of this Agreement against all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties ("Losses") to the extent suffered by, incurred by or awarded against the Customer directly as a result of any proven third party claim that the Services or EE Software infringes that third party's Intellectual Property Rights.

17.5 The Customer shall only have a right to claim the benefit of the indemnity under the above clause where it:



- a. has complied with the terms of this Agreement in all material respects;
- b. has promptly notified EE in writing of any complaint or event which it or its staff have become aware of which has the potential to lead to a claim being made;
- c. immediately gives EE sole control to defend all claims and all settlement negotiations relevant to potential Losses being incurred in respect of a claim conducted with any relevant third party, subject to EE agreeing to provide prompt and regular consultation to the Customer;
- d. provides EE with reasonable assistance in defending such claim (at EE's expense); and
- e. uses all reasonable endeavours to minimise and mitigate its Losses in connection with a claim.

17.6 EE will not indemnify the Customer against any claim where the Customer has operated or used the Services or EE Software in conjunction with any other equipment, device, services or software not supplied by EE under this Agreement in such a way that has resulted in or been material in the causation of the claim.

18. SOFTWARE LICENCE

18.1 The Services and Equipment provided under this Agreement may contain or use EE Software or End User Licensed Software. Where EE Software is provided, EE grants the Customer a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such EE Software in object code form for the purpose of properly accessing the Services in accordance with this Agreement. Any End User Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.

18.2 If the Customer does not accept the licence terms relating to the End User Licensed Software, it shall not use the relevant feature of the Service to which the End User Licensed Software relates and EE shall not be required to deliver the relevant Service. The Customer shall indemnify and keep indemnified EE in full and on demand for any claim or for any losses incurred or suffered by EE (including any legal costs) arising from any failure of the Customer to comply with the terms of the End User Licensed Software or EE Software.

18.3 The licence granted under this Agreement to use EE Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights under this Agreement, fails to comply with any term of this Agreement or if the continued use or possession of the EE Software infringes the rights of any third party. The licence shall further be subject to the Customer undertaking:

- a. not to copy, reproduce, translate, adapt, vary, modify, sub-licence, decompile, reverse engineer or create derivative works from or allow any third party access to any EE Software (or any part of it) unless expressly permitted to do so by EE or by relevant law; and
- b. not to use the EE Software with anything other than the Equipment, unless otherwise expressly specified or approved by EE.

18.4 EE Software delivered to the Customer by electronic means cannot be reissued and the Customer shall ensure that correct email addresses are provided for these purposes and that any firewall or other protection will not prevent such delivery.

19. CONFIDENTIALITY

19.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person the terms of this Agreement or any Confidential Information, except as permitted by clause 19.2.

19.2 Disclosure of Confidential Information is permitted:

- a. by each party to such of its employees, officers, representatives, advisers, contractors and suppliers who need to know such information for the purposes of the implementation and/or performance of this Agreement, provided always that the disclosing party ensures such recipients comply with this clause 19;
- b. as may be required by law, court order or any governmental or regulatory authority;
- c. by EE to any debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's account and performance under this Agreement, and to any member of the EE Group, for fraud prevention, credit checks, debt recovery, crime and money laundering prevention and account management;
- d. by EE as may be permitted pursuant to Data Protection Legislation;
- e. with the consent of the disclosing party;
- f. to the extent that information has come into the public domain through no fault of the receiving party; and/or
- g. by the Customer to members of its Group to the extent required in connection with clause 8.

20. DATA PROTECTION

20.1 In this Agreement, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing", "Processor" and "Supervisory Authority".

20.2 Notwithstanding any other provision in the Agreement, for EE to provide a Service, Personal Data may be:

- a. used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
- b. transferred by EE worldwide to the extent necessary to allow EE to fulfil its obligations under this Agreement and the Customer appoints EE to perform each transfer in order to provide the Services provided that EE will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:
 - i. EE Group's Binding Corporate Rules (for transfers among EE's Group and transfers from the Customer to EE); and
 - ii. agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

20.3 The Customer will ensure that Personal Data is accurate and up to date when disclosed to EE.



- 20.4 The Customer will bring EE's Privacy Policy to the attention of its Users.
- 20.5 EE will be either Controller, Processor or both under the Agreement depending on the type of Personal Data Processed and the purpose of the Processing.
- 20.6 Where EE acts as a Controller:
- a. EE may collect, Process, use or share Personal Data with the EE Group and Sub-Processors, within or outside the country of origin in order to:
 - i. administer, track and fulfil a Service;
 - ii. market EE products to Users;
 - iii. implement the Service;
 - iv. manage and protect the security and resilience of any Equipment and the Services;
 - v. manage, track and resolve faults with the Service as set out in this Agreement;
 - vi. where applicable, administer access to online portals relating to the Service;
 - vii. compile, dispatch and manage the payment of invoices;
 - viii. manage the Agreement and resolve any disputes relating to it;
 - ix. respond to general queries relating to the Service or Agreement; and
 - x. comply with Applicable Law; and
 - b. EE will Process the Personal Data in accordance with applicable Data Protection Legislation, as set out in the EE Privacy Policy and, where applicable, EE Group's Binding Corporate Rules.
- 20.7 Where EE acts as a Processor:
- a. the subject-matter, duration, nature and purpose of the Processing, the type of User Personal Data and categories of Data Subjects will be set out in the GDPR Processing Annex;
 - b. in order to perform its obligations under the Agreement, EE will:
 - i. Process the User Personal Data on behalf of the Customer in accordance with the Customer's documented instructions as set out in clause 20.7k, except where:
 - (A) Applicable Law requires EE to Process the User Personal Data otherwise, in which case, EE will notify the Customer of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (B) in EE's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with clause 20.7k infringes the Data Protection Legislation and EE will inform the Customer of its opinion without undue delay and will not be required to comply with that instruction;
 - ii. to protect the User Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Solution Terms, that are appropriate to the risk represented by EE's Processing and the nature of the User Personal Data being Processed;
 - iii. provide notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the User Personal Data;
 - iv. only use the Sub-Processors approved by the Customer by entering into the Agreement or in accordance with clause 20.7i; and
 - v. assist the Customer in its compliance with the Data Protection Legislation, taking into account the nature of the Processing of the User Personal Data and the information available to EE, relating to:
 - (A) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - (B) the security of the Processing of the User Personal Data;
 - (C) notification of a Personal Data Breach affecting the User Personal Data to the Supervisory Authority or the Data Subjects; and
 - (D) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,

and the Customer will reimburse EE's reasonable costs for this assistance except for the assistance set out in clause 20.7b,v(C) where a Personal Data Breach affecting the User Personal Data occurred as a direct result of a breach of EE's obligations set out in Clause 20.7bii;
 - c. unless Applicable Law requires EE to store a copy of the User Personal Data, upon expiry or termination of the Agreement and at the Customer's option, EE will delete or return the User Personal Data within a reasonable time period and the Customer will reimburse EE's reasonable costs for this deletion or return of the User Personal Data;
 - d. EE will make available to the Customer the information demonstrating EE's compliance with its obligations set out in clause 20.7, and, subject to 30 days' notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
 - i. the audit will:
 - (A) not disrupt EE's business;
 - (B) be conducted during Working Days;
 - (C) not interfere with the interests of EE's other customers;
 - (D) not cause EE to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (E) not exceed a period of two successive Working Days;
 - ii. the Customer (or its third party auditor) will comply with EE's relevant security policies and appropriate confidentiality obligations; and
 - iii. the Customer will reimburse EE's reasonable costs associated with the audit and, where EE conducts an audit of its Sub-Processors to demonstrate EE's compliance with its obligations set out in clause 20.7, those of its Sub-Processors.
 - e. EE may demonstrate its compliance with its obligations set out in clause 20.7 by adhering to an approved code of conduct, by obtaining an approved certification or by



providing the Customer with an audit report issued by an independent third party auditor (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);

- f. EE will not disclose User Personal Data to a third party unless required for the performance of the Service, permitted under the Agreement or otherwise required by Applicable Law;
- g. EE will ensure that persons authorised by EE to Process the User Personal Data will be bound by a duty of confidentiality;
- h. EE may use Sub-Processors in accordance with clause 23.13 and will ensure that data protection obligations in respect of Processing User Personal Data equivalent to those set out in clause 20.7 of the Agreement will be imposed on any Sub-Processors;
- i. EE will inform the Customer of proposed changes to its Sub-Processors from time to time by either:

(A) providing the Customer with online notice of the intended changes at www.ee.co.uk/business/terms and the Customer will have 30 days starting from the first Working Day of the calendar month following the date of the online notice to object to the change; or

(B) giving the Customer notice in accordance with clause 23.1 and the Customer will have 30 days starting from the date of the notice to object to the change, and

if the Customer does not object in accordance with clause 20.7(A) or clause 20.7(B) the Customer will be deemed to have authorised the use of the new Sub-Processors;

- j. the Customer may object to the use of a new Sub-Processor by giving notice in accordance with clause 23.1 documenting material and substantiated concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such notice is received within the time required by this Clause, EE will address the Customer's objection in accordance with the dispute resolution process set out in clause 23.16 and EE may use the relevant Sub-Processor to provide the Service and/or Equipment until the objection is resolved in accordance with clause 23.16;
- k. this Agreement contains the Customer's complete instructions to EE for the Processing of User Personal Data;;
- l. the Customer will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service and/or Equipment by EE, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with EE; and
- m. the Customer will only disclose to EE the Personal Data that EE requires to perform the Service and/or provide the Equipment.

20.8 Where each party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.

20.9 If, in accordance with clause 12, EE proposes amendments to the Agreement to reflect changes to EE's security measures, policies and processes to enable EE to comply with the Data Protection

Legislation, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with EE.

20.10 Nothing in this Agreement shall prevent EE from processing User's data for internal business analytics purposes and for products and services offered to third parties provided that such data will only be shared with third parties in a form that does not enable the third party to identify an individual User.

21. CREDIT SECURITY

21.1 EE may carry out credit assessments of the Customer with licensed credit reference agencies when an application is made to EE for the provision of any Services and/or Equipment and as reasonably required during the term of this Agreement (including when additional Services or Equipment are requested). Such agencies will record EE's search.

21.2 EE can at its sole discretion decide whether the Customer's credit status is acceptable and reserves the right to refuse to supply and/or limit the supply of a particular Service and/or Equipment, or to impose a credit limit on the Customer's account in the event the Customer's credit status changes.

21.3 At the Customer's request, EE will provide details of the credit reference and fraud prevention agencies that EE shares information with.

21.4 EE will not carry out personal credit assessments of any individuals associated with the Customer without the prior consent of such individuals.

21.5 EE may request that the Customer lodge a deposit for such sum as EE may deem appropriate in the following circumstances:

- a. prior to the provision of particular Services or Equipment; or
- b. before reinstating Services after any suspension; or
- c. if EE at its sole discretion decides that the Customer's credit status is unacceptable following a credit assessment.

21.6 Deposits taken by EE under clause 21.5 will be held for 12 months from the date of receipt, or (if earlier) until the termination of this Agreement, and then refunded to the Customer upon request. EE does not pay interest on deposits. EE may set off deposits against any amount owed by the Customer to EE under this Agreement. Any balance left after such set off will be refunded to the Customer by way of a credit to the Customer's account.

21.7 EE may also carry out credit assessments on individuals connected to the Customer who enter into contracts on behalf of the Customer, and on associated records, subject to obtaining the prior consent of such individuals. For these purposes, EE may collect and pass on the following information about the individual to credit reference agencies and fraud prevention agencies: the individual's name, address, date of birth and any personal account details provided. These details will be used by credit reference agencies to perform a credit check on the individual. The information may be retained by the agencies for use by other organisations that use the agencies to carry out credit assessments, and may also be shared by EE with members of its Group. If false or inaccurate information is provided or fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. The results of any credit assessment will be used by EE to make a decision about the Customer's application for the Services and/or Equipment. EE will not share the results of any such searches with third parties except in case of fraud. The initial credit search and any subsequent reviews of the searches by EE (for example, where the Customer wishes to order further Services and/or Equipment) will be recorded by credit reference agencies.



22. LEGAL COMPLIANCE

22.1 Each party shall:

- a. comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**"), including without limitation the Bribery Act 2010 and shall not do, or omit to do, any act that will cause the other party to be in breach of the Anti-Bribery Laws;
- b. not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- c. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and
- d. maintain throughout the term of this Agreement its own anti-bribery policies and procedures including without limitation adequate procedures (within the meaning of section 7(2) Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws and shall enforce such policies and procedures where appropriate.

22.2 Any Equipment, technical information (including, but not limited to, technical assistance and training), Software and other Services provided under this Agreement may be subject to export control laws and regulations. The Customer agrees to comply with any applicable export laws, regulations, prohibitions or embargoes of any country and agrees to obtain written authority from the relevant licensing authority where necessary. If requested by EE, the Customer will sign written assurances or other import/export-related documents and comply with reasonable requests for information as may be required to comply with all applicable import/export regulations.

22.3 EE does not represent that any necessary export approvals and/or licences have been obtained or will be granted in respect of the Equipment or the Software. EE will not be obliged to provide Services and/or Equipment, or engage in any other activity, that would violate or trigger sanctions or penalties under Applicable Law including UK, EU or US export controls, economic sanctions and anti-boycott measures.

22.4 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2013 ("**WEEE Regulations**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment that has become waste electrical and electronic equipment. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

23. GENERAL TERMS

Notices

23.1 All notices given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid post or other delivery service to the address given in this Agreement, or sent by email to b2bnotices@ee.co.uk (where sent by the Customer) or to the Customer Representative's email address set out in this Agreement (where sent by EE). EE may also send notices to the Customer via the Customer Representative or Users by text or other form of electronic message to the relevant Device.

23.2 All notices will be deemed served 3 Working Days after they are sent, or on earlier proof of delivery. Notices sent by email, text or

other electronic means will be deemed served at the time of transmission.

23.3 The provisions of clauses 23.1 and 23.2 shall not apply to the service of any proceedings or to the service of any other documents in any legal action.

Waiver

23.4 The failure or delay by either party to exercise a right or remedy under this Agreement does not constitute a waiver of the right or remedy or of any other rights or remedies. No single or partial exercise or waiver of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy.

Events outside of the parties' reasonable control

23.5 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 60 days, either party may terminate this Agreement on 14 days' written notice to the other.

No legal partnership

23.6 Nothing in this Agreement creates, is intended to create, or shall be deemed to have created a legal partnership or joint venture of any kind between the parties, nor constitute any party the agent or distributor of the other for any purpose and no party shall have authority to act as agent for, nor to bind, the other party in any way.

Invalidity

23.7 If any provision of this Agreement becomes void, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and neither party shall be discharged from its remaining obligations. If any such invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted or modified, the parties shall negotiate in good faith to agree a replacement provision with the minimum modification necessary to achieve the same (or nearly as possible) commercial effect.

Public contracts

23.8 A Customer that is a contracting authority (as defined in the Public Contracts Regulations 2015) warrants and represents that it has entered into this Agreement in compliance with the Public Contracts Regulations 2015, Directive 2004/18/EC and the general EU Treaty provisions.

23.9 In the event that any court makes a declaration of ineffectiveness or orders that the Solution Minimum Connection Period of any Solution under this Agreement be shortened, then that Solution will be terminated and the Customer shall pay the Termination Charges.

No third party rights

23.10 Except for the rights of the insurer under any Insurance Terms and Conditions, a person who is not a party to this Agreement shall not have any rights under or in connection with it. No member of the Customer's Group shall have any right to directly enforce any provision of this Agreement.

Transfer of this Agreement



- 23.11 Subject to clauses 23.12 and 23.13, neither party shall assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 23.12 EE may novate this Agreement or assign any of its rights hereunder to: (i) any entity or person within its Group; or (ii) any entity or person to whom EE transfers the whole or part of its business. The Customer agrees that, within 14 days of a request from EE, it will enter into a novation on terms reasonably requested by EE to give effect to a novation under this clause.
- 23.13 EE may sub-contract any of its obligations under this Agreement provided it remains liable to the Customer to the extent set out in this Agreement for such performance. Where the Agreement requires the Customer to provide information, assistance or access to EE or requires the Customer to comply with instructions of EE, the Customer acknowledges that it will be required to provide equal co-operation to EE's Sub-contractors.

Whole agreement

- 23.14 This Agreement constitutes the entire agreement between the parties with regard to the subject matter of this Agreement and supersedes any previous negotiations, representations, warranties, proposals and agreements (whether written or oral).
- 23.15 The parties acknowledge that they have not been induced to enter into this Agreement in reliance upon any representation or other statement or promise of any nature whatsoever other than as expressly set out in this Agreement and, save as expressly set out in this Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

Dispute resolution

- 23.16 The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with this Agreement ("**Disputes**"). If either party wishes to raise a Dispute, it shall notify the other party in writing of the existence and reasons for such Dispute. The Customer Representative and a representative of EE shall then meet and use reasonable endeavours to try to resolve the Dispute as soon as reasonably practicable. Where a Dispute arises and cannot be resolved by consultation at senior management level within 30 days of notification, the parties may agree to follow an alternative dispute resolution procedure in good faith, sharing the costs and fees equally unless otherwise determined within that procedure.
- 23.17 Nothing in this Agreement prevents either party from seeking a legal remedy through the courts at any time.
- 23.18 Where a party ("**Damaged Party**") is subject to a third party claim which gives a right of action against the other party ("**Liable Party**"), the Damaged Party shall promptly notify the Liable Party of the details of the claim and allow (at the Liable Party's expense) the Liable Party to defend or direct the defence of such third party claim and shall provide all reasonable co-operation to avoid or minimise such claim. The Damaged Party must not make any admission of liability, agreement or compromise in relation to the claim unless directed to do so in writing by the Liable Party.

Law and Jurisdiction

- 23.19 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.