

PARTNER MASTER SERVICE AGREEMENT (“MSA”)

IMPORTANT NOTICE

The Master Service Agreement terms set out below (“Partner MSA Terms” or “this Agreement”) govern the relationship between the Partner (as defined below) and Luminet Solutions Ltd (“Luminet”).

Master Services Agreement

Luminet Solutions Ltd

About these Terms

Unless Luminet has agreed otherwise in writing, these Partner MSA Terms govern the relationship between Luminet and the Partner. Luminet may update these Partner MSA Terms from time to time. Changes may be made by posting updated Partner MSA Terms to the Luminet website.

Any changes to these Partner MSA Terms will apply to any Order for Service(s) placed after the relevant change has been made. If the Partner does not accept the revised Terms the Partner should not place an Order or refer an End Customer to Luminet as an Authorised Referrer.

Please note that the Partner will be deemed to have accepted the then-current Partner MSA Terms when placing any Order for Service(s) or referring an End Customer to Luminet as an Authorised Referrer.

If a Partner has a separate written agreement with Luminet then provided such agreement has been signed by a duly authorised Luminet signatory these Partner MSA Terms (as may be varied from time to time) will apply to the extent that these Partner MSA Terms are not inconsistent with such written agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Partner MSA Terms the following terms shall have the following meanings:

“Applicable Data Protection Law” the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 together with any other UK legislation and/or regulations in force from time to time, relating to data protection, as the same may be updated or amended from time to time;

“Acceptable Use Policy” means Luminet’s relevant “Acceptable Use Policy” available on the Luminet website <https://luminet.co.uk/terms/>

in respect of the use of the Service(s) which may be amended from time to time with any changes being notified in writing (and such notice may be by making reference to the relevant changes on an invoice or other document issued by Luminet).

"Associated Company"	means, as appropriate, either Luminet's or the Partner's ultimate holding company or any subsidiary thereof ("holding company" and "subsidiary" having the meanings as defined in Section 1159 of Companies Act 2006);
"Authorised Referrer"	means a Partner who has been authorised by Luminet to refer prospective End Customer's to Luminet in exchange for the payment of commission in accordance with the terms of this Agreement (and in particular Clause 3);
"Business"	that part of Partner's business involving supply of the Service(s) to End Customers;
"Charges"	the charges for the Service(s), as more particularly set out in the Order Form;
"Commencement Date"	means the first RFS Date for the Service(s) ordered by Partner in accordance with these Partner MSA Terms;
"End Customer"	a customer of the Partner who has successfully applied to Partner to be supplied with Service(s) and to whom it is proposed that Luminet supply Service(s);
"General Terms and Conditions"	Luminet's General Terms and Conditions (as varied in accordance with those terms) as posted on the Luminet website from time to time https://luminet.co.uk/terms/
"Minimum Term"	means the minimum term agreed in the Order Form for particular Service(s) starting on the Commencement Date. Where more than one service is being provisioned, (for example a wireless and fibre service or other service), then the minimum term starts from the earliest RFS date, or while the installation has not occurred, from the date the Order Form is accepted.
"Network"	the wireless network provided by Luminet or in the case of Fibre the 3 rd party network, over which the Service(s) is delivered;
"Nominated Contact"	The individual nominated by Partner as the key point of contact for Luminet for surveys and provisioning;

“Order”	means any order for Service(s);
“Order Form”	means an order form issued or supplied by Luminet in respect of a request for the Service(s) at one or more Sites which sets out the Service(s) to be provided, the term of the agreement for the provision of Service(s), the applicable pricing and such other information as Luminet may reasonably specify which may be a hard or soft copy order form, summary of Service(s), or an online website order or be in such other form as Luminet may specify;
“Personal Data”	shall have the meaning as given in Applicable Data Protection Law;
“Reseller”	means a Partner who has been authorised by Luminet to purchase Service(s) from Luminet and resell them to End Customer’s in accordance with the terms of this Agreement;
“RFS Date”	means the date on which Luminet Customer Service(s) advise the Partner that the Service(s) are available for use by the End Customer. Billing commences from this date.
“Responsibilities Schedule”	means Schedule 1 which sets out the responsibilities of Luminet and the Partner with respect to the provision of Service(s) to an End Customer which may be amended from time to time with any changes being notified in writing (and such notice may be by making reference to the relevant changes on an invoice or other document issued by Luminet).
“Service(s)”	means the services supplied by Luminet to the Partner as set out in an Order Form or the services supplied by Luminet directly to an End Customer who has been introduced by the Partner, including installation and de-installation.
“Service Charges”	means the standing charges (normally monthly in advance) in respect of the Service(s) (which does not include installation or usage charges).
“Service Documentation”	documentation produced by Luminet relating to its service offerings.
“Site”	means the End Customer premises at which the Service(s) are required, as more particularly set out in the Order Form.
“SLA”	means Luminet’s “Service Level Agreement”, from time to time in force specifying standards to which the Service(s) will be delivered, which may be amended from time to time as

published on Luminet's website <https://luminet.co.uk/our-promise/service-level-agreement/> with any changes being notified in writing (and such notice may be by making reference to the relevant changes on an invoice or other document issued by Luminet).

"Training"

means the training to be supplied to the Partner by Luminet (if any), providing commercial and technical information and procedures for sale and provision of the Service(s) including ordering, fault reporting and billing enquiries, which Luminet may require is completed prior to the active marketing of the Service(s) by the Partner;

"User"

A person whom Partner or an End Customer permits to use the Service(s) but excluding any person not authorised to use the Service(s), after Partner or the End Customer (as applicable) has taken all reasonable precautions to prevent such unauthorised usage;

"End Customer Details"

the details of the Partner's relevant End Customer including contact details as shown in the Order Form, as the same may be varied by written notice to Luminet from time to time.

- 1.3 Words denoting the singular number include the plural number and vice versa. Words denoting the masculine gender include the feminine gender and words denoting persons include companies.
- 1.4 In these Partner MSA Terms any obligation on a party not to do any act or thing shall be deemed to include an obligation not to permit or suffer the doing of that act or thing by another person. Any action which is identified as needing to be undertaken by an End Customer shall constitute an obligation of Partner under this Agreement.

2. APPOINTMENT AS A PARTNER

2.1 Luminet appoints Partner as either

- a) a non-exclusive authorised Reseller of the Service(s) to its End Customers; or
- b) a non-exclusive Authorised Referrer of End Customers to Luminet for direct provision of Services by Luminet to those End Customers; and

The Partner accepts the appointment according to these Partner MSA Terms.

2.2 Partner acknowledges that Luminet:

- (a) sells its Service(s) directly to customers;

- (b) may appoint other Resellers or Authorised Referrers of the Service(s); and
 - (c) may compete with the Partner and other Luminet partners.
- 2.3 Partner may only use the name “Luminet” in order to identify Luminet as the provider of the Service(s) in response to enquiries as to who is providing the Service(s) by the End Customers. Partner may not include the name Luminet or any Luminet trade marks in any document published by or on behalf of Partner without Luminet’s prior written consent. Partner acknowledges that it has no right to use the name “Luminet” or any other trade mark, brand name, logo or get-up associated with Luminet or any of its Associated Companies save as provided in this Clause and must not purport to allow any third party to use any such rights or marks.
- 2.4 Partner represents that it shall at all times comply with the directions or regulations imposed by any relevant competent regulatory authority, insofar as relevant to the sale of the Service(s) to the End Customers.
- 3. AUTHORISED REFERRAL BUSINESS**
- 3.1 This clause sets out the terms under which a Partner who is an Authorised Referrer may introduce prospective End Customers to Luminet. Where a Partner introduces an End Customer as an Authorised Referrer (as opposed to a Re-seller) the relevant End Customer shall contract directly with Luminet by placing an Order with Luminet.
- 3.2 Where a Partner refers an End Customer to Luminet as an Authorised Referrer the Partner shall not be liable to Luminet for the acts or omissions of the End Customer. This only applies to the extent that the End Customer has placed an Order with Luminet directly. If the Partner places an Order with Luminet for Service(s) for an End Customer then it will be deemed to be a Reseller and the Partner will be liable to Luminet for its fees and charges and for the acts and omissions of the End Customer.
- 3.3 The Partner agrees that it shall only supply leads for prospective End Customer’s which it reasonably believes are bona fide prospective customers for Luminet’s Service(s). The Partner agrees that Luminet is not obliged to provide its Service(s) to any prospective End Customer introduced by the Partner.
- 3.4 Where the Partner has identified a prospective End Customer for the Service(s) the Partner shall notify Luminet as to the identity of the End Customer and shall assist in ensuring that any information required by Luminet is provided to Luminet and that any necessary Site Surveys (as defined in the General Terms and Conditions) and other installation and provisioning requirements are carried out.
- 3.5 The Partner shall be entitled to receive commission if a prospective End Customer introduced by the Partner enters into a contract for Service(s) with Luminet (subject to the terms of this Agreement). The rate of commission payable will be agreed with the Partner from time to time. The commission will be payable as a percentage of the total net income received from the End Customer during the lifetime of the relevant agreement. Commission will be due on

contract renewals, provided there is no gap in service. If the End Customer terminates their agreement with Luminet and then subsequently re-engages Luminet with a gap in the provision of Service(s) to that End Customer the commission will cease to be due to the Partner.

- 3.6 For the purposes of this clause, 'net income' shall be calculated as payments made to the Luminet for the Services less any value added tax or other applicable tax on them and any discounts or rebates granted by Luminet to the End Customer.
- 3.7 If the Partner seeks to refer a prospective End Customer to Luminet, and the relevant End Customer is already a customer of Luminet, or has been in discussions or negotiations with Luminet or Luminet has provided a Site Survey or quotation to that End Customer in either case within the period of 12 months leading up to the referral, then no commission will be due.
- 3.8 As an Authorised Referrer, the Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Luminet in any way, and shall not do any act which might reasonably create the impression that the Partner is so authorised. The Partner shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Luminet.
- 3.9 The Partner will be responsible for their own costs and expenses in making referrals to Luminet.
- 3.10 All commission payable shall be due to the Partner by the end of the month after the month in which Luminet receives the corresponding payment with respect to the End Customer. If Luminet receives payment in instalments, then commission shall be calculated and paid on such instalments as they are received by Luminet.
- 3.11 Luminet shall no later than the end of each month send to the Partner a written statement or self-billed invoice setting out, in respect of the previous month, the commission payable to the Partner. Each self-billed invoice will set out the applicable commission on behalf of the Partner together with any applicable VAT and the due date for payment by the Luminet of such invoice shall be 30 days from date of issue of the invoice. By agreement the Partner may alternatively invoice Luminet for the applicable amount and.
- 3.12 Commission shall be payable to Partner in pounds sterling.
- 3.13 Clauses 4, 5, 6, 7.2, 7.3, 8.1(a), 8.1(c), 9.1, 10 and 11.1 will not apply to the Partner, to the extent that the Partner is an Authorised Referrer and the Service(s) are supplied by Luminet directly to the End Customers pursuant to an agreement between Luminet and the relevant End Customer.

4. INSTALLATION AND PROVISIONING

- 4.1 Where the Partner is a Reseller the provisions of Clauses 3 and 4 of the General Terms and Conditions ("Installation Terms") shall apply to the Partner as if the Partner were the "Customer" under such General Terms and Conditions.

- 4.2 The Partner shall for the avoidance of doubt procure that its End Customer complies with the Installation Terms and it shall be the responsibility of the Partner to obtain (or ensure that the End Customer obtains) all necessary consents and wayleaves.
- 4.3 No Order will be binding on Luminet and Luminet shall be under no obligation to deliver the Service(s) until Luminet:
- a) confirms the level of third party pricing with any applicable third party service providers; and
 - b) confirms that the Site and the End Customer meet the technical criteria for the delivery or Service(s) to the Site and that End Customer.
- 4.4 Each Order placed by the Partner will be governed by the General Terms and Conditions to the extent that such General Terms and Conditions are consistent with this Agreement. In the event of any conflict between these Partner MSA Terms and the General Terms and Conditions, the Partner MSA Terms shall prevail.

5 ORDERING PROCEDURE

- 5.1 All orders for the Service(s) shall be made using an Order Form or such other methods as Luminet may allow. If the Charges and/or the Service(s) (or any part of them) require amendment following inspection of the Site (whether performed by Luminet or a third party fibre supplier), Luminet shall issue to the Partner a revised Order Form detailing the additional charges and/or amended Service(s) specifications. If the revised Order Form is rejected or is not accepted within fifteen (15) days Luminet shall be under no obligation to provide the Service(s) detailed in the Order Form. The Partner shall promptly pay for all Site inspection costs incurred and/or committed to by Luminet but shall be under no further obligation to pay any other charges and the Order Form shall be deemed cancelled.

Luminet shall use all reasonable endeavours to fulfil all Orders provided that Luminet may refuse to fulfil an Order to the extent that:

- a) complete End Customer Details have not been given in accordance with Clause 4.2;
- b) it is technically not possible for Luminet to provision the Service(s) at a particular Site or Sites, by way of example and without limitation, because (i) the Network does not provide for connectivity to such Site; (ii) the Network is unable to provide the upgraded data speed; or (iii) there is insufficient capacity in the relevant geographical location of the Site at the relevant time; or iv) consents or wayleaves have not been granted (subject always to the Installation Terms and any provisions of the General Service Terms and Conditions which apply to consents and wayleaves);
- c) Partner is in breach of any of its obligations under this Agreement.

- d) The credit status of the Partner is insufficient or the agreed credit maximum levels have been reached.
- 5.2 Partner shall supply to Luminet all applicable End Customer Details as required by Luminet to provision the Service(s) pursuant to the relevant Order. It shall be Partner's responsibility to ensure that each End Customer has given written permission for the Service(s) to be provisioned in accordance with the terms of the Order and Luminet shall not be required to make any further enquiry in this regard. Save in circumstances where particular Service(s) are the subject of a material breach by Luminet under this Agreement but not further or otherwise, Partner shall be responsible for all Charges associated with an accepted Order to the end of the Minimum Term for the Service(s) set out in such Order, irrespective of whether or not the End Customer has failed to enter into or has subsequently terminated its corresponding contract with Partner.
- 5.3 Luminet shall notify Partner in writing to the extent that Luminet is unable to provision Service(s) in respect of a particular End Customer.
- 5.4 Without prejudice to the generality of its right to refuse acceptance of an Order pursuant to Clause 5.1, Luminet reserves the right not to provision the Service(s) at Sites where the End Customer is already in receipt of the Service(s) from Luminet (whether directly or through another Partner), until Luminet has received written confirmation from such End Customer that they wish to cancel their agreement with Luminet or such other Partner of Luminet.
- 5.5 Where an Order complies with the requirements of this Clause 5, and has been accepted, Luminet will endeavour to provision the Service(s) within an agreed delivery time as advised to the Partner by Luminet at the time of its acceptance of such Order.
- 6. SUPPLY OF SERVICE**
- 6.1 Upon receipt of an Order, Luminet shall carry out a number of activities, including but not necessarily limited to those detailed in Clause 4 and the General Service Terms and Conditions in order to provision the Service(s) at the relevant Sites.
- 6.2 Luminet may need to carry out additional activities or impose additional terms or obligations with respect to installation and qualification prior to the commencement of Service(s). Such variations may arise due to the location or nature of the Site or the End Customer or the requirements of third party service providers. Any such required variations shall be notified to the Partner. If the Partner does not accept any such variation then they shall notify Luminet immediately.
- 6.3 All equipment provided by Luminet forms part of the Service(s) and shall remain the property of Luminet at all times.
- 6.4 In the event that Luminet licenses to Partner one or more IP addresses as part of the provision of Service(s), such IP addresses shall (upon Luminet's request and to the extent permitted by law) revert to Luminet after termination of the relevant Service(s), whereupon the Partner and the End Customer shall cease using such address. At any time after termination of the affected

Service(s), Luminet may re-license to another customer the IP address(es) previously associated with such Service(s).

7. OBLIGATIONS OF LUMINET

7.1 Luminet may provide Training and information to the Partner in relation to both technical information and commercial information which may be reasonably required to enable Partner to sell the Service(s) to the End Customers or assist End Customers who are referred to Luminet.

7.2 Luminet has established and will make available to Partner maintenance and support procedures and systems to enable Partner to provide the End Customers with the Service(s) and for Partner to bill the End Customers for the use of the Service(s).

7.3 Luminet shall be responsible for those matters assigned to it in the Responsibilities Schedule.

8. OBLIGATIONS OF THE PARTNER

8.1 Partner undertakes to:

- (a) pay all applicable charges and costs for the Service(s) on time and in accordance with these Partner MSA Terms, the General Terms and Conditions and the terms of any Order Form;
- (b) complete the Training prior to active marketing of the Service(s) if requested by Luminet;
- (c) comply with its obligations set out in this Agreement, to promote and provide the Service(s) in a manner consistent with this Agreement, and to make purchase of the Service(s) by the End Customers subject to the terms of the Acceptable Use Policy and SLA;
- (d) not engage in misleading or deceptive conduct or otherwise contravene any law in the conduct of the Business;
- (e) in all its marketing and publicity material and in dealings with third parties present the Service(s) under its own name and not to represent or pass-off that it is Luminet, or is authorised to act on behalf of Luminet, or use the Luminet name save as provided in Clause 2.3;
- (f) comply with all laws, regulations, standards and codes relevant to the Business and the marketing and sale of the Service(s), including without limitation Applicable Data Protection Legislation;
- (g) not to enter into any obligations with End Customers outside of the UK or otherwise to provide Luminet Service(s) to locations outside the UK;

- (h) maintain such sales and distribution personnel and facilities so as to ensure the efficient and productive marketing of the Service(s);
- (i) not in any manner to pledge the credit of Luminet nor to receive any money on behalf of Luminet nor to make any contracts or commitments on behalf of Luminet nor make any warranty or representation regarding the Service(s) other than consistent with those contained in the SLA or as otherwise authorised by Luminet in writing;
- (j) actively market the Service(s) at the sole expense of the Partner, in a manner consistent with the SLA and the Acceptable Use Policy, and so as not to bring the Service(s) into disrepute;
- (k) inform Luminet immediately of any changes in the Partner's organisation or methods of doing business which might affect the performance of the Partner's obligations hereunder;
- (l) not refer directly or indirectly to Luminet or Service(s) available from Luminet in its marketing literature, in its dealings with the press or in trade literature or elsewhere except in terms previously approved by Luminet either in writing or if orally, confirmed in writing; and
- (m) promptly provide Luminet (free of charge) with all information and co-operation which Luminet may reasonably request from time of time to enable Luminet to perform its obligations under the Agreement.

8.2 The Partner shall be responsible for those matters assigned to it in the Responsibilities Schedule.

9. PARTNER WARRANTIES AND INDEMNITIES

9.1 Partner warrants:

- (a) it has all rights, consents, approvals, authorisation and licences required, to supply the Service(s) to the End Customers; and
- (b) the terms and conditions on which Partner will supply Service(s) to the End Customers shall contain provisions relating to use of the Service(s) that prohibit use:
 - (i) for any communication which is or is intended to be a hoax call to emergency Service(s) or is of a defamatory, offensive or abusive or of an obscene or menacing character; or
 - (ii) to violate or infringe any rights of or to cause unwarranted inconvenience or anxiety to any third party; or
 - (iii) in such a way as to constitute a violation of any laws or regulations of the United Kingdom or any other affected country;

(c) the Service(s) will be sold to the End Customers subject to the terms of the Acceptable Use Policy.

9.2 Luminet's obligations and indemnities under this Agreement run exclusively to Partner and are not intended to extend to third parties, including End Customers, that may use or be affected by the Service(s). The Partner shall keep Luminet fully indemnified against any losses, expenses, damages and liabilities incurred by or awarded against Luminet arising out of any claim by any End Customer relating to the Service(s). This shall be without prejudice to the rights of Partner to recover damages from Luminet to the extent that Luminet has committed a corresponding breach under these Partner MSA Terms.

10. CHARGES & PAYMENT

10.1 The charges payable by Partner are set out in each Order Form and the Partner agrees to pay such charges to Luminet without set off or deduction.

10.2 Quotations provided are valid for 30 days from date of issue (subject to availability of third party pricing).

10.3 The Charges shall be invoiced in advance in respect of all Service Charges for the period agreed in the Order Form and in arrears for usage and installation Charges. All invoices will be rendered in electronic form. Where the Service(s) are provisioned at a Site during the course of a calendar month, then the first Service Charges for such Site will include Service Charges for such Site in arrears from the date of the Service(s) being provisioned and in advance for the balance of the period for which such invoice is rendered. Payment by the Partner shall be by Direct Debit. Luminet reserves the right to increase its charges by 10% in the event that no Direct Debit mandate is in place.

10.4 Luminet shall invoice Partner for the Charges incurred in respect of all Service(s) ordered by the Partner and Partner shall make payment by Direct Debit to Luminet in full without set-off, withholding or deduction within 30 days from the issue of the relevant invoice.

10.5 Charges are exclusive of Value Added Tax (VAT), which shall be due in addition to the Charges at the rate and in the manner prescribed by law.

10.6 Luminet reserves the right to charge daily interest on all undisputed outstanding amounts at a rate equal to 4% per annum above the Barclays Bank base Lending Rate as current from time to time. Interest shall continue to accrue until sooner payment notwithstanding termination of the Agreement for any reason whatsoever.

10.7 Partner shall be responsible for collecting any monies owed to Partner by End Customers and Partner undertakes to pay invoices issued by Luminet regardless of any outstanding monies owed to it by the End Customers.

- 10.8 In the event of an error or omission in a Luminet invoice for any period, Luminet may issue a corrective invoice, or credit note at a later date but no later than three months after the date of the original invoice.
- 10.9 In the event that Partner wishes to dispute an invoice or any component of an invoice issued by Luminet, it must do so within 30 days of the date of the original invoice.
- 10.10 In the event that the Partner disputes an amount less than 5% of the total amount of an invoice, the Partner shall pay Luminet the full amount of the invoice due, pending resolution of the amount in dispute. If the amount in dispute is greater than 10% of the total amount of an invoice the Partner shall pay to Luminet the greater of, 80% of the relevant invoice or the amount of the invoice not in dispute, with the balance being settled up on resolution of the dispute.
- 10.11 Luminet reserves the right to revise the Charges set out in Service(s) orders upwards or downwards in response to market conditions and/or service related changes subject to written notification to the Customer. A notice of decrease in Charges may take immediate effect. Subject to the remainder of this clause, a notice of increase in Charges will take effect on Service Orders from when their minimum term is completed and no sooner than 30 days after the date of the notification. Where the Partner does not agree with the increase, the Partner shall have a 30 day window within which (a) to seek an explanation of the increase and, if not satisfied with the explanation (b) to give notice to Luminet in writing of its intention to terminate the affected Service(s). Where Partner has given a valid notice of termination, the relevant increase in charge will apply from 30 days after the termination in the event the service is still being used. Where Partner has not terminated the affected Service(s) within such 30 day window, then Partner shall be deemed to have accepted the relevant increase in Charges.

11. WARRANTY AND LIMITATION OF LIABILITY

- 11.1 Luminet warrants that it shall:
- (a) provide the Service(s) using reasonable care and skill;
 - (b) provide the Service(s) in accordance with the Service Level Agreement;
 - (c) not engage in misleading or deceptive conduct or otherwise contravene any law in the conduct of its Business;
 - (d) comply with all laws, regulations, standards and codes relevant to the Service(s) including without limitation Applicable Data Protection legislation and relevant Health and Safety standards;
 - (e) inform Partner immediately of any changes in Luminet's organisation or methods of doing business which may affect the performance of Luminet's obligations.
- 11.2 Except as expressly provided in the Agreement, Luminet makes no other representations or warranties, express or implied and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement or any representation or warranty arising by usage of trade, course of dealing or course of performance.

11.3 Neither party shall be liable to the other party in contract, tort or otherwise including any liability for negligence or for breach of statutory duty for any:

- (a) Loss of revenue;
- (b) Loss of business;
- (c) Loss of contracts;
- (d) Loss of anticipated savings;
- (e) Loss of profits;
- (f) Loss of data; or
- (g) any indirect or consequential loss whatsoever;

howsoever arising and whether or not Luminet was advised of the possibility of such losses.

11.4 In Clause 11.3 “anticipated savings” means any expense which either party expected to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using or supplying the Service(s).

11.5 Each Party’s aggregate liability in contract, tort or otherwise, including negligence, howsoever arising out of or in connection with the performance of either party’s obligations under the Agreement shall be limited to £100,000 with respect to damage to or loss of physical property for each claim or series of related claims and in any other case shall be limited to £1 million in aggregate.

11.6 Nothing in this Agreement shall limit Luminet’s liability for death or personal injury resulting from Luminet’s negligence or any other liability to the extent that it cannot be limited by law.

12. CONFIDENTIAL INFORMATION AND DATA PROTECTION

12.1 Each party undertakes to the other that it shall keep, and shall procure that its directors, officers and employees as appropriate shall keep secret and confidential and use only for the fulfilment of such party’s obligations under this Agreement, and shall not use, copy, adapt, alter or part with possession of or disclose to any other person, any information or material of a technical or business nature relating in any manner to the affairs, business, products or Service(s) of the other which may be received or obtained in connection with or incidental to the performance of this Agreement, and in particular the contents and existence of this Agreement, PROVIDED THAT:

- (a) nothing herein shall prevent the use of any information by the receiving party not treated by the other as confidential or which does not properly belong to it;
- (b) the party receiving such information or material shall not be prevented from using the same to the extent it is in or comes into the public domain otherwise than through the default or negligence of the receiving party;
- (c) Partner may disclose such information insofar as may be necessary to its contractors, on condition that such contractors agree to observe the obligation of confidentiality in

this Clause 11 and without relieving the receiving party from responsibility vis-à-vis the other party to the extent that such contractor fails to observe the confidentiality of such information; or

- (d) either party may disclose the confidential information of the other to the extent required by law, regulatory authority or relevant Stock Exchange.
- 12.2 Luminet shall ensure that, where the Partner is acting as a Reseller End Customer Details are used only for the purposes of this Agreement and are not disseminated within Luminet other than as necessary for the legitimate purposes of this Agreement, or outside Luminet other than as necessary for emergency Service(s). The obligation in this Clause 12.2 shall survive termination of this Agreement for a period of two years unless such termination is pursuant to Clauses 13.3 (a), (d), (f) or (g).
- 12.3 The Partner agrees in the event that any End Customer contacts Luminet with respect to any service enquiry or for any other reason, Luminet will be entitled to deal with such End Customer unless specifically agreed otherwise with the Partner. The Partner also agrees that where the Partner is an Authorised Referrer Luminet will be entitled to deal with such End Customer free of any restriction.
- 12.4 The Parties acknowledge that in providing the Service(s), Luminet may process Personal Data, including, disclosing it to third parties to the extent reasonably required to facilitate the provision of the Service(s).
- 12.5 Luminet is the controller of personal data relating to the Partner and its employees which Luminet processes in accordance with its privacy notice. Information about how Luminet processes personal data is set out in Luminet's privacy notice (available on Luminet's website).
- 12.6 If the Partner is a Reseller, personal data relating to the Partner's End Customers ("Partner Customer Data") is processed by Luminet as a data processor, if the Partner is acting as Authorised Referrer Luminet will be controller of all personal data relating to the End Customer.
- 12.7 Luminet agrees that if and to the extent that Luminet is processing Partner Customer Data as a processor Luminet will process such data only for the purposes and to the extent required pursuant to this Agreement or agreed in writing with the Partner and that: a) all staff who have access to and/or process the Partner Customer Data will be obliged to keep the Partner Customer Data confidential; and b) Luminet will ensure that it has in place appropriate technical and organisational measures to ensure that Partner Customer Data is subject to an appropriate level of security; and c) Luminet will not transfer any Partner Customer Data outside the UK or European Economic Area save with the consent of the Partner; and d) Luminet will notify the Partner without undue delay upon becoming aware of any breach affecting Partner Customer Data and will assist in responding to any request from a data subject and in ensuring compliance with the Partner's obligations under Applicable Data Protection Law; and e) Luminet will maintain complete and accurate records and information to demonstrate its compliance with this clause and will cooperate with and allow for audits by

the Partner or its designated auditor in relation to the processing of Partner Customer Data; and f) Luminet agrees not to use any third party processor other than as set out in Luminet's privacy notice without the consent of the Partner; and g) with respect to each third-party processor, Luminet will take steps to ensure that the applicable terms with that processor will offer at least the same level of protection for Partner Customer Data as those set out in this agreement; and h) Luminet will delete or return all Partner Customer Data to the Partner at the end of this agreement if requested in writing.

- 12.8 In accordance with the Applicable Data Protection Law each party agrees that to the extent that it is a controller of data processed or provided to the other party, it will: a) comply with the principles set out in Article 5 GDPR; and b) process data only if and to the extent at least one of the legal bases set out in Article 6 of the GDPR applies; and c) give necessary information under Article 13 GDPR to any data subject whose personal data may be comprised in personal data; and d) enable any relevant data subject to exercise their data rights under GDPR; and e) adopt appropriate technical and organisational measures in accordance with Article 32 GDPR; and f) engage third party processors of the personal data in accordance with Article 28; and g) not transfer the relevant data outside of the UK or EEA save in accordance with the requirements of the GDPR.

13. AGREEMENT TERM AND TERMINATION

- 13.1 This Agreement shall come into effect immediately upon signature and subject to earlier termination in accordance with its terms, shall continue until terminated by either party giving not less than three months prior written notice to the other party (termination of this Agreement shall not terminate any Orders made under this Agreement).
- 13.2 Save as otherwise provided by the terminating party, termination of this Agreement shall not terminate any Orders issued pursuant to this Agreement. Orders may only be terminated by either party on termination of this Agreement where such termination is in accordance with the General Terms and Conditions. Subject to earlier termination in accordance with the General Terms and Conditions individual Orders shall continue for the Minimum Term of that Order (subject to early termination rights set out in the General Terms and Conditions) and thereafter unless either party gives to the other at least 3 calendar months' written notice to terminate, such notice not to expire before the end of the Minimum Term. In the event that the Service(s) agreed is for a short duration with a minimum term of less than 12 months, then the 3 calendar months is replaced by one calendar month. Alternatively Partner shall be entitled to terminate an Order early for convenience subject to payment by Partner to Luminet in advance of the balance of all Charges due in respect of such Order for the Minimum Term or if greater, the balance of all Charges due in respect of the 3 calendar months' written notice.
- 13.3 Without prejudice to Luminet's right to suspend Service(s) in accordance with Clause 14 below, Luminet may at its sole discretion terminate this Agreement or the affected Orders at any time, with immediate effect by giving notice to the Partner if:
- (a) Partner breaches any fundamental provision of this Agreement, including but not necessarily limited to breach of undertaking or warranty or breach of the confidentiality provisions; or

- (b) Partner fails to make a payment of any undisputed invoices within 14 days of written notification from Luminet that such payment is past due;
 - (c) Partner breaches any provision of this Agreement that is capable of being remedied and fails to remedy that breach within 30 days after receiving notice in writing from Luminet requiring it to do so; or
 - (d) Partner transfers or otherwise allows to be operated any part of the Business to a person who operates a fixed wireless broadband network or any Associated Company of such person; or
 - (e) there is any change of control in relation to the Partner or any of its Associated Companies which results in Partner or any of its Associated Companies coming under the control of a person who operates a fixed wireless broadband network or any Associated Company of any such person and for the purposes of this Clause, "change of control" shall mean that control (as defined by section 840 of the Income and Corporation Taxes Act 1988) of Partner (or Associated Company) passes from those presently exercising it to a third party, or that control (as defined) of a third party passes from those presently exercising it to Partner (or its Associated Company); or
 - (f) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against Partner or if a receiver or trustee is appointed of the Partner estate, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of Partner's assets or undertaking or a resolution or petition to wind Partner up is passed or presented (otherwise than for the purpose of reconstruction or amalgamation) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.
- 13.4 Partner may terminate this Agreement or (where applicable the affected Order only) at any time with immediate effect by giving notice to Luminet if:
- (a) Luminet breaches any fundamental provision of this Agreement in a manner which is incapable of remedy; or
 - (a) Luminet breaches any provision of this Agreement that is capable of being remedied and fails to remedy that breach within 30 days after receiving notice in writing from Partner requiring it to do so; or
 - (c) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against Luminet or if a receiver or trustee is appointed of Luminet's estate, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of Luminet's assets or undertaking or a resolution or petition to wind Luminet up is passed or presented (otherwise than for the purpose of reconstruction

or amalgamation) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

- 13.5 If the Partner is subject to a change of control, as defined in clause 13.3(e) above, other than a change of control arising from a bona fide restructuring of the Partner, where ultimate control of the Partner is not subject to change, the Partner shall notify Luminet in advance of the relevant change of control, and shall provide such information in relation to the new controlling person or persons as Luminet may reasonably request. In the event that Luminet believes, on reasonable grounds, that the relevant change of control might jeopardise the Partner's obligations to Luminet or ability to pay applicable charges then Luminet shall be entitled to take such reasonable steps as may be necessary to secure its position including altering applicable credit or payment terms or termination of this Agreement.
- 13.6 Termination of any Order will not affect the rights or remedies of either party accrued up until the date of termination, including (without limitation) Luminet's entitlement to the Charges for the Minimum Term as more particularly set out in Clause 13 below.

14. CONSEQUENCES OF TERMINATION OF THIS AGREEMENT OR ANY ORDER

14.1 On termination of this Agreement:

- (a) Partner shall continue to pay to Luminet all amounts as they become due to Luminet until the termination date of each Order;
- (b) Partner shall immediately stop promoting and/or selling the Service(s);
- (c) Luminet shall continue to provide the Service(s) to Partner's End Customers who are receiving the applicable Service(s) until such time as the provision of the Service(s) to the relevant End Customer is terminated in accordance with the General Service Terms and Conditions;
- (d) Luminet shall continue to provide access to Luminet Partner portal for partner to manage existing/ live customers;
- (e) Partner shall continue the provision of the Service(s) to each of their End Customers with respect to any ongoing Orders, and all terms within this agreement necessary to support the Service(s), the charges and payment for the Service(s), and the provision of those Service(s) to each of their End Customers shall continue until such time as the provision of service to the End Customer is terminated in accordance with the General Conditions;
- (f) where the Partner is a Reseller, the Partner shall continue to be responsible for (i) all Charges due for the balance of the Minimum Term for any Orders or Service(s); together with (ii) the balance of any other charges including minimum commitment charges as may be set out in an Order Form, except to the extent that Partner terminates pursuant to Clause 13.4 above;

- (g) each party shall return to the other party any Confidential Information of the other party together with all copies of such Confidential Information in any form, which is in the other party's possession or control on request.

14.2 Partner acknowledges that on termination of this Agreement pursuant to Clauses 13.3(a) 13.3(c) or 13.3(g), Luminet or a third party nominated by Luminet shall be entitled at Luminet's discretion to offer to continue to supply the Service(s) to the End Customers in place of Partner at Luminet's then current charges and that Luminet shall be free to use the End Customer Details for this purpose, irrespective of whether Partner has facilitated such approach pursuant to Clause 14.1 above.

15. SUSPENSION OF SERVICE

15.1 Luminet may at its sole discretion suspend immediately the provision of the affected Service(s) until further notice on notifying the Partner either orally (confirming such notification in writing) or in writing if: -

- (a) Luminet is entitled to terminate the Agreement or the affected Order but elects to suspend some or all of the Service(s) within seven days after a written request to do so; or
- (b) Luminet is instructed or requested to suspend the affected Service(s) by the Government, an emergency Service(s) organisation, or other competent authority.
- (c) Partner or its End Customer is in breach of the Acceptable Use Policy within seven days after a written request to do so.
- (d) Partner has not made payment of one or more undisputed outstanding invoices within fourteen days after a written request to do so.

15.2 Any suspension of Service(s) shall not exclude Luminet's right subsequently to terminate this Agreement or the affected Orders.

16. REGULATORY CHANGES

To the extent that any term in this Agreement needs to be replaced for regulatory reasons, Partner will be deemed to accept and thereby incorporate into this Agreement in place of the previous Clause any amended Clause notified to Partner in writing (each a "Proposed Regulatory Amendment"), which is a reasonable and measured response to the relevant regulatory change, provided always that Partner shall forfeit its right to object to the reasonableness of a Proposed Regulatory Amendment, to the extent that Partner has not objected to such Proposed Regulatory Amendment in writing within fourteen days of notification. In circumstances where Partner has objected to the terms of a Proposed Regulatory Amendment, Partner will work in good faith with Luminet to agree alternative language. However, Luminet shall be entitled at any time to withdraw from such negotiations to the extent that Luminet's lawyers have advised Luminet that either the original or a

subsequent form of the Proposed Regulatory Amendment is a reasonable and measured response to the underlying regulatory change, which should therefore be binding on Partner.

17. FORCE MAJEURE

17.1 Neither party shall be liable to the other party, for any loss or damage which may be suffered due to any cause beyond the reasonable control of either Party including without limitation, any of the following:- construction of third party buildings, any third party construction (whether temporary or permanent), maintenance works, , failure of the Internet (not resulting from the actions or inactions of Luminet), inability to obtain essential power, act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, storm, pandemic theft, malicious damage, strike, lock-out or other industrial dispute (whether involving the workforce of Luminet or any other party), third party injunction, national defence requirements, acts or regulations of national or local governments.

17.2 In the event of:

- (a) Luminet being prevented from supplying the Service(s) by a refusal or delay by a third party to supply Service(s), equipment or rights (including lease or licence rights with respect to the installation of equipment necessary for delivery of the Service(s)), and where there is no alternative service available at reasonable cost; or
- (b) Luminet being prevented by restrictions of a legal or regulatory nature from supplying the Service(s); then

Luminet will have no liability to the Customer for failure to supply the Service(s).

18. NOTICES

18.1 Subject to Clause 18.3 below, any notice given under this Agreement must be:

- (a) in writing, and either be
- (b) hand delivered or sent by pre-paid post to the address of the recipient, or sent by facsimile transmission, to the address specified below (or other address notified in accordance with this Clause), or by email to the address shown below:

Luminet Limited

2 Angel Square
London
EC1V 1NY

Email: Channel@Luminet.co.uk or Support@Luminet.co.uk

for the attention of: Sales Director or Partner Director

Partner: the Partner's registered office or such details as may be notified by the Partner to Luminet.

18.2 A notice given in accordance with Clause 18.1 will be deemed received:

if hand delivered, on the date of delivery;

if sent by pre-paid post, 2 days after the date of posting, and

- (a) if sent by facsimile transmission, on the day the transmission is sent (as long as the sender has a confirmation report specifying a facsimile number of the recipient, the number of pages sent and the date of the transmission).
- (b) If sent by email, so long as the sender has a copy of the email sent that may be verified.

18.3 Notices of variation to applicable charges, the Service Level Agreement or General Service Terms and Conditions may be sent by Luminet via e-mail.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 Partner shall not assign or attempt to assign, transfer or delegate any right or obligation under this Agreement without Luminet's written consent, which consent will not be unreasonably withheld or delayed.

19.2 Luminet shall have the right to assign or transfer or otherwise dispose of all or any of its rights and obligations under this Agreement to a Luminet Associated Company or other third party upon serving written notice to Partner.

19.3 Luminet may perform any of its obligations under this Agreement by arranging for them to be performed by a Luminet Associated Company or other third party.

20. RELATIONSHIP

Partner and Luminet acknowledge that this Agreement is intended to create the relationship of independent contractors and:

- (a) nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between Luminet and Partner; and
- (b) Partner has no right to bind Luminet in contract or otherwise at law.

21. SEVERABILITY

Part or all of any Clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

22. ENTIRE AGREEMENT

- 22.1 This Agreement, its schedules and mentioned documents represent the entire agreement between the parties in relation to the subject matter of this Agreement and, except as provided in Clause 22.3 below, this Agreement supersedes all other agreements and representations made by either party, whether oral or written relating to the appointment of Partner and the supply of the Service(s). Partner acknowledges that it is not relying on any representations or warranties of any kind that are not expressly set out in this Agreement. Luminet shall have no liability in tort in respect of any representation, warranty or other statement (whether or not contained in this Agreement) being false, inaccurate and/or incomplete unless it was made fraudulently.
- 22.2 This Agreement shall prevail over any inconsistent terms or conditions referred to in any forms or documents of Partner or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.
- 22.3 Notwithstanding Clause 22.1 above, any existing agreements between the parties which are not for or related to the provision or distribution of the Service(s) shall remain in force and shall not be affected by the provisions of this Agreement, unless and until modified by written agreement between the parties in accordance with their terms.
- 22.4 Save as otherwise expressly set out in this Agreement, this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party.

23. NO WAIVER

Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

24. CUMULATION OF REMEDIES

The rights and remedies of the parties under this Agreement are independent and cumulative and without prejudice to their rights under the general law.

25. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

26. GOVERNING LAW

This Agreement is governed by and construed in accordance with English law, and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

TECHNICAL INFORMATION AND RESPONSIBILITIES SCHEDULE

End User Equipment

- Partner must, at the Partner's own expense, procure suitable secure accommodation, facilities, assistance and environmental conditions for any equipment provided or installed by Luminet and the Partner shall ensure that all the necessary power supply, electrical and other fittings are in place and in working order. Failure to carry out and ensure the above shall mean Luminet will not be held responsible for any interruption or failure of the Service(s) caused by any failure by Partner to carry out their obligations.
- Various access options, with or without equipment, are provided by Luminet for the Partner depending on the requirements of its End Users.
- For all access types Luminet offers two 'Equipment' service options to the Partner depending on the requirements of its End Users:

A. Option 1- 'Wires-Only':

- a) In the case of Wireless connections, where the Partner has selected "Wires-Only" for a given Site or End Customer Luminet will supply a RJ45 or Single Mode Fibre handoff from a Power over Ethernet (PoE) Switch (used to power and connect the antenna to your clients network). The Router is not supplied by Luminet and it is the sole responsibility of the Partner to source, provide and maintain suitable customer premises equipment ("CPE") i.e. router or firewall, to ensure that the End User has the required Service(s). The CPE device must be capable of routing the IP subnet required by the End User. The device should also provide for any bandwidth-shaping, QoS, DHCP, NT or other functions reasonably considered to be performed by a CPE routing device.
- b) In the case of Fibre connections, the carrier (i.e. BT or Colt) will provide a handoff via a NTE (network termination equipment). Colt circuits will be handed off on RJ45 for connections up to 1Gbps, all other connections will be via Fibre. BT circuits on a 100Mbps bearer will have RJ45 handoff, all 1Gbps bearers and above will have a single mode LC fibre handoff unless otherwise specified. Luminet will specify the handoff to the Partner at the beginning of the ordering process, if any changes are

subsequently required an additional charge may be due. The demarcation point is the MPLS ('Access') interface of the Network Termination Equipment ("NTE")

- c) Luminet may deem it necessary that the service requires an Ethernet Demarcation Device with an optional monitoring line ('EDD' - usually a Cisco managed switch) to allow Luminet to support the Service(s) effectively. Luminet will supply this device and it will remain the property of Luminet unless otherwise stated on the Order Form. Such devices must at all times be connected to the Service(s) for the SLA to be valid. When an EDD is provided the demarcation point is the internal interface on the EDD.

B. Option 2- 'Wires' and Managed Customer Premises Equipment:

- a) If the Partner has selected "Wires and Managed Customer Premises Equipment ("MCPE") then the network related CPE and routers will be supplied and managed by Luminet, such equipment will remain the property of Luminet unless otherwise stated on the Order Form.
- b) If the Site or End Customer has opted for Wires and MCPE then Luminet will supply a managed switch or router and the demarcation point is the internal interface on the MCPE.

Responsibilities of Luminet

Luminet shall be responsible for the following aspects of the Service(s):

- a) Capacity planning and network infrastructure used to deliver the Service(s).
- b) Providing CPE devices, only where the Wires and MCPE option (described above in this Schedule) has been purchased. These will be pre-configured and will include installation directions (where applicable).
- c) Providing reasonable engineering support (if required) to the Partner via telephone at the time of the equipment installation.
- d) Configuring and providing network IP ranges in accordance with RIPE and RFC1918 (if applicable).
- e) Managing the provision of Service(s) reports, at such frequency as may be from time to time specified by Luminet.

- f) Managing works planned by Luminet. Partner to provide Luminet with the contact email/number to whom notifications and communications will be sent.
- g) Investigating unplanned Service(s) outages, provided that where any Service(s) outages are caused by an act or omission of the Partner, an End User, or any third party other than Luminet or its contractors, Luminet shall be entitled to make an additional charge in respect of any such investigation, and the Partner shall pay such additional charges. This shall be calculated in accordance with its standard rates in effect from time to time as described in Luminet's Miscellaneous Charges Document (available on request).
- h) Producing Major Incident Reports (MIR) and Reason for Outage Reports (RFO). Partner to provide Luminet with the contact email/number to whom notifications and communications will be sent.
- i) Managing Service(s) queries and requests from Partners (in accordance with the SLA).
- j) Advising the Partner of updates to Order Forms and Incident tickets (in accordance with the SLA).
- k) Provision of a helpdesk for 2nd and 3rd line incident resolution and escalation in accordance with the SLA and subject to the Partner discharging 1st line support to the End Customer.
- l) Identifying Incident trends and initiating corrective action.
- m) Invoicing the Partner with respect to its End Customers.

Responsibilities of Partner

The Partner shall be responsible for all other aspects of the Service(s), including but not limited to:

- a) Verifying via Luminet that certain elements are available to support the Service(s) for an End User, including but not limited to arranging access, wayleaves, liaising with the customer and the building representatives for surveys and installations and decommissioning
- b) Placing orders via the appropriate method and valid Order Form.

- c) Provision of a Network to Network Interconnect (“NNI”) to the Luminet network, if applicable.
- d) Providing details of the technical elements within the Partners control including but not limited to IP, network ranges used on the End User’s network, any firewall policies, and justification for any requested public IP addresses.
- e) Ensuring Access traffic can be terminated on the NNI, if applicable.
- f) Provision and management of Internet Protocol “IP” addressing for End Users, if applicable.
- g) Provision, configuration and management of the End User CPE, or other terminating equipment if provided as part of the Service(s), unless provided as a Service by Luminet.
- h) Provision of any onward service to the End User.
- i) Organising testing for site connectivity with the End User; this must be completed within two (2) Business Days of Luminet handing service over to the Partner. If Luminet does not hear from the Partner within this time, the Service(s) will be deemed accepted and invoicing will commence from the RFC Date issued in the handover documentation.
- j) Understanding and agreeing that domain names and email services are subject to additional charge.
- k) Notifying Luminet of detailed network requirements covering network ports, additional subnets or routing information.
- l) Identifying faults relating to End User Sites and interconnects with assistance from Luminet where appropriate.
- m) 1st line incident management and diagnosis. The Partner shall take all initial incident reports from its End Customers and shall use its reasonable endeavours to resolve such incidents or reports. If the Partner is unable to resolve the issue it may report the incident to Luminet and Luminet will seek to resolve such issue in accordance with the SLA.
- n) The contractual relationship with the End User.

- o) End User billing unless pre-agreed with Luminet.
- p) Notifying Luminet promptly of any changes to Partner key contacts.
- q) Notifying Luminet promptly of any contact details or address changes of its End Users.
- r) Notifying Luminet promptly of any changes at an End User Site during installation or in-life that may impact the performance of the Service(s).

In addition to the above obligations, the Partner acknowledges that certain legal and regulatory requirements must be adhered to when providing Service(s) to End Users. It is the sole responsibility of the Partner to keep abreast of these legal and regulatory requirements and to ensure that they are complied with. Luminet shall have no responsibility for advising or updating the Partner in respect to any legal or regulatory requirements relating to the Service(s).

SIGNED UNDER HAND BY THE PARTIES:

SIGNED for and on behalf of
Luminet Solutions Limited

SIGNED for and on behalf of
the Partner

Date:.....

Date:.....

Signature:.....

Partner Name:.....

Signature.....

Name:.....

Name:.....

Position:.....

Position:.....