

THIS AGREEMENT is made on between:

- (i) Solway Communications Limited whose registered office is at The Lough House Thurstonfield Carlisle CA5 6HB ('Solway Comms') and
- (ii) the Connectivity Partner specified in the Schedule hereto ('the CP')

1. DEFINITIONS

The following terms mean:

Address for Service: the address for service of Solway Comms and the CP shall be the addresses shown in this Agreement or such other addresses as have been notified by the party concerned as being their address for service for the purposes of this Agreement.

Agreement: this agreement.

Commencement Date: Date of this Agreement.

CPE Equipment for the provision of Internet connectivity installed by Solway on a structure made available by the CP as detailed in the Schedule.

Commission: 10.00% of the net subscriptions received during and not more than 12 months after the end of the Term for the Service provided by Solway Comms under an agreements order

- a) for which the CPE is to be situated within the Territory and
- b) which includes the CP's voucher number, and
- c) which is concluded during the Term from a person who is not, and is not associated with, a pre-existing customer of Solway 2.

Force Majeure: any event or circumstance beyond the reasonable control of either Solway Comms or the CP by the exercise of all reasonable diligence which prevents or impedes due performance of the obligations of Solway Comms or the CP under this Agreement, including (but not limited to) acts of God, decrees or restraints by civil authorities including acts of local and national government, extreme weather conditions, labour disputes of whatever nature including, without prejudice to the generality of the foregoing, work to rule, strikes and lockouts (other than labour disputes by the employees of the party claiming force majeure only), perils of the sea or air, fire, flood, drought, explosion, pandemic, embargo, war, riots, civil commotions, sabotage and terrorism, provided that the mere shortage of labour materials, equipment or supplies shall not constitute an event of force majeure unless caused by events or circumstances which are themselves an event of force majeure.

Services: the provision of Internet connectivity.

IPR: the Marks, patents, all rights to inventions, prototypes, products, discoveries, techniques or processes, systems, data, information, copyright and related rights, moral rights, trade names, domain names, brand names, rights to goodwill, rights in design, rights in computer software (including

source code and object code), database rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights relating to the Services in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights owned by Solway Comms and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world;

Marks: word marks, device marks or any device marks relating thereto, service marks and any other trade mark of Solway Comms (whether registered or not and whether owned by or licensed to Solway Comms).

Premises: The Premises specified in the Schedule

Quarter: any period between 1 April and 30 June, 1 July and 30 September, 1 October and 31 December, and 1 January and 31 March. 'Quarterly' shall be construed accordingly.

Term: Twenty-four months from the Commencement Date.

Territory: The area within 15 kilometres from the CP's CPE.

2. INTERPRETATION

- 2.1. The headings in this Agreement are for convenience only and do not affect its interpretation
- 2.2. In this Agreement, unless the context clearly indicates another intention:
- 2.3. reference to one gender includes all other genders;
- 2.4. reference to the singular includes the plural and vice versa;
- 2.5. reference to a clause, any schedule or party is a reference to a clause of or a schedule or party to this Agreement;
- 2.6. obligations undertaken by more than a single person or company are joint and several obligations;
- 2.7. reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision;
- 2.8. reference to writing includes fax, email and similar means of communication;
- 2.9. a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a normal working day in both England and Wales and the Territory in which case the last day shall be the next succeeding day that is a normal working day in both England and Wales and the Territory;
- 2.10. any reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

3. BACKGROUND

- 3.1. Solway Comms has the right to sell the Services in the Territory.
- 3.2. Solway Comms and the CP have agreed that the CP shall be an agent of Solway Comms for the purpose of selling the Services in the Territory.

4. THE APPOINTMENT

- 4.1. Solway Comms appoints the CP to be an agent in respect of the sale of the Services in the Territory for the Term and subject to the terms and conditions of this Agreement.

5. RIGHTS OF THE CP

5.1. During the Term the CP may:

5.1.1. hold itself out as an authorised CP of Solway Comms in all correspondence, commercial documents and on any name-plate or other sign;

5.1.2. use, by means of a royalty-free non-exclusive licence, the Marks and the IPR of Solway Comms for the purpose of selling the Service in the Territory;

5.1.3. sell the Service in the Territory.

6. OBLIGATIONS OF THE CP

6.1. The CP shall:

6.1.1. Permit and use his best endeavours to facilitate the installation of the CPE at the Premises;

6.1.2. Provide for the CPE

6.1.2.1. a suitable mounting place

6.1.2.2. weatherproof and stable housing; and

6.1.2.3. A continuous 2 ampere, 240 volt 50 Hz power supply

6.1.3. use best endeavours to promote and sell the Service throughout the Territory and adopt the marketing plan as detailed in the Second Schedule;

6.1.4. provide publicity for the Service with a view to increasing and developing sales;

6.1.5. work diligently to obtain orders from customers;

6.1.6. promptly follow all appropriate leads generated by promotional activity;

6.1.7. undertake appropriate marketing and promotional activities,

6.1.8. refer potential customers to the Solway Comms website to place orders for the Service;

6.1.9. comply with all legal requirements from time to time in force relating to the advertising, marketing and sale of the Service;

6.1.10. permit and assist Solway Comms or Solway Comms's representatives to enter the Premises at any time for the purpose of inspecting, servicing, repairing and replacing the CPE;

6.1.11. use in relation to the Service only such advertising, promotional and selling materials as are approved in writing by Solway Comms;

6.1.12. immediately advise Solway Comms if the CP has any reason to suspect that a customer or prospective customer has or is intending to resell the Services;

6.1.13. take part in meetings with representatives of Solway Comms at times and places as Solway Comms may reasonably require;

6.1.14. bear all costs and expenses incurred by it in performing its obligations under this Agreement except in respect of expenses incurred at the specific request of Solway Comms and authorised by Solway Comms in advance in writing.

6.2. The CP shall not:

6.2.1. do anything that may prevent the sale of the Services or interfere with the development of Solway Comms's trade in the Territory;

6.2.2. offer the Services for sale at any price except that for the time being fixed by Solway Comms and on Solway Comms's standard terms and conditions from time to time in force;

6.2.3. during the Term and any further continuance of this Agreement thereafter and for a period of

three months after its termination, whether directly or indirectly, sell or offer to sell or negotiate the sale of services of a similar description to the Service or of such kind as would or might compete or interfere with the sale of the Services either on its own behalf or together with or on behalf of any other person, firm or company whatsoever without first obtaining the written consent of Solway Comms;

- 6.2.4. have the right to bind Solway Comms to any contract and no order taken by the CP shall be binding on Solway Comms unless accepted by Solway Comms;
 - 6.2.5. in any way pledge the credit of Solway Comms or hold himself out as having the right to pledge the credit of Solway Comms;
 - 6.2.6. accept any money on behalf of Solway Comms nor enter into any compromise or agreement with any of Solway Comms's customers;
 - 6.2.7. make any statements, representations or claims or give any warranty or guarantee in respect of the Services without the authority in writing of Solway Comms; and
 - 6.2.8. make contracts or incur debts or other obligations on behalf of Solway Comms unless previously so authorised in writing by Solway Comms.
- 6.3. The CP undertakes to keep Solway Comms fully and effectively indemnified against all claims, demands, losses, expenses and costs (including legal and other professional costs) that Solway Comms may incur as a result of any breach by the CP of this clause or of any other provision contained in this Agreement.

7. ORDERS

- 7.1. Solway Comms may decline any order or part of an order in its absolute discretion without giving any reason. The CP shall not be entitled to any Commission in respect of any order or part order so refused.

8. OBLIGATIONS OF SOLWAY COMMS

- 8.1. Solway Comms shall:
 - 8.1.1. act in good faith towards the CP;
 - 8.1.2. support the CP in its efforts to promote the sale of the Services including but not limited to supplying (where appropriate) the following:
 - 8.1.2.1. promotional aids to the CP;
 - 8.1.2.2. advertising literature and information.
- 8.2. keep and retain for two years after the termination of this Agreement full and proper accounts, other documents and records (in any medium) showing all sales introduced by the CP;
- 8.3. allow the CP or its duly authorised representative during the Term to have access to, and take copies of, all documents relating to sales that it has introduced;
- 8.4. inform the CP immediately in the event of supply difficulties, price alterations or alterations of the terms of business to be issued to the customer.

9. WARRANTY

- 9.1. Subject as provided in this Agreement, Solway Comms warrants to the CP that it is not aware of any rights of any third party in the Territory that would or might render the sale of the Services, or the use of any of the IPR on or in relation to the Services, unlawful

10. COMMISSION

- 10.1. The remuneration of the CP shall be the Commission.
- 10.2. The Commission shall become due as soon as, and to the extent that, one of the following occurs:
 - 10.3. Solway Comms executes the transaction;
 - 10.4. Solway Comms should, according to its agreement with the customer, execute the transaction.
- 10.5. The Commission shall not be payable:
 - 10.5.1. if the contract between the customer and Solway Comms is not executed;
 - 10.5.2. if the customer cancels their order whether or not in accordance with Solway Comms's "money-back" guarantee, and this is, in Solway Comms's sole discretion, accepted by Solway Comms;
 - 10.5.3. until such time as payment is received in full from the customer for the Services;
 - 10.5.4. until such time any dispute between the customer and Solway Comms or CP regarding the supply and/or quality of the Services is resolved and payment of any damages due to Solway Comms (whether agreed by compromise or awarded by a court or tribunal) is received in full from the customer.
- 10.6. Any Commission already paid but not payable to the CP must be refunded to Solway Comms.
- 10.7. Solway Comms shall pay the Commission to the CP Quarterly in arrears.
- 10.8. Within fourteen days after the end of each Quarter Solway Comms shall send to the CP a statement showing all sales on which the CP is entitled to Commission together with the amount of money that the CP is due in respect of each sale and the total amount of money payable to it.
- 10.9. Upon receipt of the statement, the CP shall send to Solway Comms an invoice for the total amount of Commission shown to be due on the statement and value added (or other equivalent sales) tax thereon, if applicable.
- 10.10. Within 28 days of receiving the invoice, Solway Comms shall pay to the CP the amount thereof.

11. SUPPLY OF THE SERVICES

- 11.1. Solway Comms may make such alterations to the specifications of the Service as it thinks fit.

12. MISCELLANEOUS

- 12.1. Solway Comms may sub-contract the performance of any of ITS obligations under this Agreement to any holding, subsidiary or associate Company (as such terms are defined in the Companies Act 2006) but such sub-contracting shall not relieve IT of any liability under this Agreement.
- 12.2. Solway Comms may assign, transfer or novate this Agreement and the rights and obligations under it to any other person at any time, and must inform the CP of any such transaction in writing within a reasonable time after such assignment. In the event of any such assignment, transfer or, in consideration of Solway Comms procuring for the CP an undertaking from the assignee, transferee or to be bound by Solway Comms's obligations under this Agreement the CP must re-execute this Agreement with the assignee, transferee or novatee if Solway Comms or the assignee, transferee or novatee requires it to do so. If the CP fails to comply with the provisions of this sub-clause, it irrevocably appoints Solway Comms as its CP with full authority to re-execute this Agreement with the assignee, transferee or novatee.

- 12.3. This Agreement is personal to the CP, who may not without the written consent of Solway Comms assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights under it, or (subject to clause 12.1) sub-contract or otherwise delegate any of its obligations under it.
- 12.4. This Agreement constitutes the whole agreement and understanding of Solway Comms and the CP as to its subject matter and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
- 12.5. Solway Comms and the CP acknowledge that they have not entered into this Agreement on the basis of, or in reliance on any express or implied representation, warranty, or any other matters and that both have entered into this Agreement as a result of their own independent investigations into all relevant matters.
- 12.6. The parties do not intend that any term of this Agreement shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.
- 12.7. Nothing in this Agreement is to create, or be deemed to create, a partnership or the relationship of employer and employee between Solway Comms and the CP.
- 12.8. All rights, remedies and powers conferred upon Solway Comms and the CP are cumulative and shall not be construed to be exclusive of any other rights, remedies or powers now or hereafter conferred by law or otherwise.
- 12.9. The terms of this Agreement are agreed between Solway Comms and the CP to be reasonable but if any clause or part thereof of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other clause or part thereof all of which will remain in full force and effect. If the exclusion of any invalid or unenforceable provision will in Solway Comms's opinion adversely affect any of the IPR or its business operations, it may terminate this Agreement by twenty one days' written notice to the CP.
- 12.10. Any approval or consent given by a company under this Agreement shall be valid only if given in writing by one of its directors. The CP shall not be entitled to claim any money or other damages or remedy by way of set-off, counterclaim, defence or in any other way based upon any claim or assertion or other that Solway Comms has unreasonably withheld or delayed any consent or approval required under this Agreement.
- 12.11. Except in the case of fraudulent misrepresentation, the only remedy available in respect of any misrepresentation or untrue statement made to either the CP or Solway Comms shall be a claim for breach of contract.
- 12.12. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof. Neither Solway Comms's failure to exercise any power given to it under this Agreement or to insist upon strict compliance by the CP with any obligation under it, nor any custom or practice of the CP or Solway Comms shall constitute any waiver of any of Solway Comms's rights under this Agreement. Waiver by Solway Comms of any particular default by the CP must be in writing and shall not affect or impair Solway Comms's rights in respect of any subsequent default of any kind by the CP. Delay by Solway Comms in exercising any rights arising from any of the CP's defaults or omission to exercise them shall not affect or impair Solway Comms's rights in respect of those defaults or any default of any kind.

13. CONFIDENTIALITY

- 13.1. Solway Comms or CP shall not at any time whether before or after the termination of this

Agreement divulge or use any unpublished technical information deriving from the other or any confidential information regardless of the form or medium in which it is disclosed or stored (including, but not limited to, any information designated as being confidential, trade secrets or secret or confidential operations or information relating to a party's technology, know-how, organisation, business affairs, finances, dealings, transactions, processes, strategy, operations, customer and supplier lists, business or method of carrying on business and IPR) to any employee or third party without the other party's prior written approval.

- 13.2. The restriction in clause 13.1 shall not apply to information that is:
 - 13.2.1. in the public domain through no fault of the party relying on this provision;
 - 13.2.2. known by either Solway Comms or CP at the date hereof;
 - 13.2.3. acquired by either Solway Comms or CP in good faith from an independent third party; or
 - 13.2.4. required by any statutory or legal obligation for disclosure placed upon a party including the requirements for disclosure under the Freedom of Information Act 2000 (FOIA).
- 13.3. Where a party receives a request for information pursuant to the FOIA or such similar legislation regarding (whether as a whole or in part) this Agreement or information about or information which it is held on behalf of the other party, it shall:-
 - 13.3.1. provide a copy of the request for information to the other party as soon as practicable after receipt and in any event within two working days of receipt;
 - 13.3.2. within five working days (or such other period as the other party may reasonably specify) of the receipt of the request for information:
 - 13.3.2.1. provide the other party with a copy of all information in its possession or power regarding the other party in the form that the other party reasonably requires;
 - 13.3.2.2. confirm whether it has determined that the information to be disclosed includes information which the other party may regard to be confidential or commercially sensitive; and
 - 13.3.2.3. provide details of the information related to the other party which it proposes should be disclosed in response to the request for information;
 - 13.3.3. provide all necessary assistance as reasonably requested by the other party to enable a response to be drafted to the request for information within the time for compliance set out in the FOIA or such similar legislation.
- 13.4. The parties shall, in response to a request pursuant to clause 13.3, consult with each other in good faith in order to determine, and if possible agree, whether all or part of the information requested:
 - 13.4.1. is exempt from disclosure under the current edition of the Code of Practice on Access to Government Information (or such other code that has replaced it) or the FOIA; or
 - 13.4.2. is to be disclosed.

14. TERMINATION

- 14.1. This Agreement may be terminated by either party at the end of the Term
- 14.2. Solway Comms shall be entitled forthwith to terminate this Agreement by written notice to the CP if:
 - 14.2.1. there is at any time a material change in the management, ownership or control of the CP;
 - 14.2.2. the CP at any time challenges the validity of any of the IPR; or
 - 14.2.3. the CP is guilty of any act that brings or may bring Solway Comms into disrepute or which in Solway Comms's reasonable opinion is prejudicial to its interests.
- 14.3. Either party shall be entitled forthwith to terminate this Agreement by written notice to the

other if:

- 14.3.1. that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 14.3.2. that other party dies;
- 14.3.3. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
- 14.3.4. that other party makes any composition or arrangement with their creditors generally or enters into administration or becomes subject to an administration order;
- 14.3.5. that other party becomes bankrupt;
- 14.3.6. that other party goes into liquidation, except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement;
- 14.3.7. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
- 14.4. For the purposes of clause 14.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance provided that time of performance is not of the essence.
- 14.5. Any right to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach or any other breach.
- 14.6. When this Agreement ends (for any reason):
 - 14.6.1. the CP shall return at its own expense to Solway Comms any samples, publicity and sales materials or other documents relating to the Services that are in the CP's possession or under its control;
 - 14.6.2. the CP must cease to promote, market or advertise the Services or to make use of the IPR and hold itself out to be the authorised CP of Solway Comms;
 - 14.6.3. the provisions of this clause and of clauses 13, 6.2.3, 15, 16 and 17 shall continue in force in accordance with their respective terms;
 - 14.6.4. subject as otherwise provided in this Agreement and to any rights or obligations that have accrued before termination, neither party shall have any further obligation to the other under this Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. The CP shall not acquire any right, title or interest in any IPR that belongs to Solway Comms and may only use the IPR and any literature supplied by Solway Comms in connection with them only as expressly allowed by it and must comply with Solway Comms's instructions relating to the form and context in which the IPR and literature are used.
- 15.2. The CP must not do or omit to do anything by which the goodwill and reputation associated with the IPR might be diminished or jeopardised.
- 15.3. The CP must, at the expense of Solway Comms, take all such steps as Solway Comms may reasonably require assisting Solway Comms in maintaining the validity and enforceability of the IPR during the term of this Agreement.
- 15.4. The CP must at the request of Solway Comms execute such agreements or other documents in respect of its use of the IPR in the Territory as Solway Comms may reasonably require, provided that the provisions of such agreements or documents must not be more onerous or restrictive than the provisions of this Agreement.

- 15.5. The CP must not do or authorise or encourage or assist any third party to do any act that would or might invalidate or be inconsistent with any IPR and must not omit to do any act that, by its omission, would have that effect or character, or authorise any third party to omit to do any such act.
- 15.6. The CP must promptly and fully notify Solway Comms of any actual, threatened or suspected infringement in the Territory of the IPR and of any passing-off of services as the Services that comes to the CP's notice. The CP must at the request and expense of Solway Comms do all such things as may be reasonably required to assist Solway Comms in taking or resisting any proceedings in relation to any such infringement or passing-off.
- 15.7. Solway Comms shall have the conduct of all proceedings relating to the IPR and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the IPR, including passing-off or any other claim or counterclaim brought or threatened in respect of its use or registration. The CP must at the request and expense of Solway Comms co-operate with Solway Comms in any such action in respect of the IPR subject to its reasonable and properly incurred costs, including reasonable legal expenses, being reimbursed by Solway Comms.
- 15.8. At the end of this Agreement, the CP shall remove all references to any of Solway Comms's IPR from its letterheads, promotional literature and any of its displays or other documentation, including any and all of the CP's websites.

16. PRODUCT LIABILITY AND LEGALITY

- 16.1. Solway Comms shall take out and maintain product liability insurance with a reputable insurance provider in respect of the Services in the sum of two million pounds in respect of any one claim.
- 16.2. Solway Comms shall ensure that the Services comply with any laws and regulations that relate to their manufacture and sale in the Territory or any part of it.
- 16.3. Solway Comms shall indemnify the CP in full on demand for:
 - 16.3.1. any claim made against it by third parties alleging losses or injury as a result of the Services; and
 - 16.3.2. all other losses or expenses suffered by it unless and except to the extent that any loss, injury, or expense arises solely as a result of any act or default on the part of the CP.
- 16.4. The CP shall notify Solway Comms of any claim in respect of which the CP seeks an indemnity pursuant to the provisions of this clause as soon as possible upon becoming aware of the same.
- 16.5. Notwithstanding anything to the contrary in this Agreement, Solway Comms shall not, except in respect of death or personal injury caused by the negligence of Solway Comms, be liable to the CP by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage, whether for loss of profit, goodwill, business reputation or professional (including legal) costs, or otherwise and whether occasioned by the negligence of Solway Comms or its employees or CPs or otherwise, arising out of or in connection with any act or omission of Solway Comms relating to the manufacture or supply of the Services, their sale by the CP or their use by any customer.
- 16.6. The CP shall give Solway Comms sole conduct of the defence or settlement of any such claim.
- 16.7. The CP shall not at any time admit liability or otherwise settle or compromise any claim except upon the express instructions of Solway Comms.
- 16.8. The CP shall provide such assistance as Solway Comms shall reasonably require in respect of the conduct of the defence or settlement of the claim, subject to its reasonable and

properly incurred costs, including reasonable legal expenses, being reimbursed by Solway Comms.

17. FORCE MAJEURE

- 17.1. If either Solway Comms or the CP is prevented or impeded from performing any of their obligations under this Agreement, they shall promptly give notice to the other giving details of the event of Force Majeure, its extent and likely duration.
- 17.2. Upon receipt of the notice, such obligations shall be suspended for as long as the event of Force Majeure continues.
- 17.3. Where Solway Comms or CP is prevented or impeded from performing any of their obligations by an event of Force Majeure, they shall make every reasonable effort to minimise the effects thereof and shall resume performance of this Agreement as soon as possible after termination of the event of Force Majeure.
- 17.4. If the period of non-performance arising from an event of Force Majeure exceeds 60 Days from the date of notice of the event of Force Majeure either Solway Comms or the CP may give written notice immediately terminating this Agreement.

18. COUNTERPARTS

- 18.1. This Agreement may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.

19. NOTICES

- 19.1. Any notice under this Agreement shall be:
 - 19.1.1. delivered personally; or
 - 19.1.2. sent by first class prepaid recorded delivery or registered post; or
 - 19.1.3. sent by fax;
 - 19.1.4. sent by digitally signed electronic mail with the "Request a read receipt for this message" check box being set.
- 19.2. Any notice to be served on a party shall be sent to the Address for Service for that party.
- 19.3. A notice shall be deemed to be served as follows:
 - 19.3.1. if personally delivered, at the time of delivery;
 - 19.3.2. if posted, within forty eight hours of posting but in the case of airmail, seven days after the envelope was delivered into the custody of the postal authorities; and
 - 19.3.3. if sent by fax or electronic mail, at the time of transmission.

20. PROPER LAW AND JURISDICTION

- 20.1. This Agreement is subject to the law of England and Wales.
- 20.2. Solway Comms and the CP submit to the non-exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of any such courts shall be validly served by delivering the proceedings in an envelope addressed to the party to be served at the Address for Service.

21. ARBITRATION

- 21.1. Subject to the overriding provisions of clause 22 all disputes, differences, or questions arising out of this Agreement, as to the rights or obligations of Solway Comms or the CP, or in connection with the construction of any provisions of this Agreement shall be referred to

arbitration by a single arbitrator to be agreed by the CP and Solway Comms or, failing agreement within 14 days, by an arbitrator to be appointed at the request of any party by the President for the time being of the Chartered Institute of Arbitrators having due regard to any representations made to them as the appropriate qualifications of the arbitrator.

21.2. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996.

22. DISPUTE RESOLUTION

- 22.1. Any matter which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights or liabilities of either party, shall in the first instance be referred to their appointed relationship managers, who shall discuss and attempt to resolve the same in good faith between themselves with a view to recommending the proposed resolution to the party they each respectively represent for written agreement.
- 22.2. In the event that the appointed relationship managers are unable to resolve any matter arising under clause 22.1 within 5 business days of the matter having been referred to them, the dispute shall be referred to the highest level of each party's management (such person as the statutory board of directors or senior/managing partner of each party may nominate in relation to any specific dispute) with a view to attempting to resolve any matter arising under clause 22.1 within 10 business days of the matter having been referred to them.
- 22.3. If any dispute arises in connection with this Agreement which is not settled using the mechanisms set out in clauses 22.1 and 22.2 then the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR. The parties must request CEDR to appoint a mediator not later than 14 days after the date of the ADR notice.
- 22.4. Neither party shall be able to recover any costs from the other in relation to the mediation notwithstanding the subsequent issue of proceedings.

Signed on the date written above,

Signed by

On behalf of the CP

Signed by

On behalf of Solway Comms

The Schedule

Name of Connectivity Partner		
Address		
The Premises		
Customer Premises Equipment (CPE)		
Percentage of Revenue Rebate		
Special Conditions		