



DEALER AGREEMENT

Between

gteq Solutions Limited.

Whose Registered Address is Global House, Adlington Estate, Adlington, Cheshire, SK10 4BF and whose Company Registration No is 03573242

And

ABC Ltd

Whose Registered Address This House Building Road Town City Postcode and whose company registration number is 123456789.

gteq Solutions Limited and ABC Ltd Limited have agreed to enter into a dealer agreement for ABC Ltd to promote gteq Solutions Limited services and introduce potential new customers on the terms and conditions set out herein.

1 AGREEMENT TERMS

Interpretation

1.1 In this Agreement:

- a) a reference to this Agreement includes all its parts described in clause 1.1, and includes any amendment to or replacement of them;
- b) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c) the singular includes the plural, and vice versa;
- d) "includes", "including", "for example", "such as" and similar terms are not used, and are not be interpreted as, words of limitation;
- e) unless otherwise indicated, a reference to a day is to a calendar day

2 DEFINITIONS

Business Day – means any day other than a Saturday, Sunday or recognised public holiday in England and Wales.

Customer – a person introduced by ABC Ltd to gteq Solutions Limited who enters into an Agreement with gteq Solutions Limited for the provision by gteq Solutions Limited or gteq Solutions Limited Services.

Start Date – means the Date of Agreement.

gteq Solutions Limited – means telecommunication services offered by gteq Solutions Limited from time to time.

3 APPOINTMENT

gteq Solutions Limited hereby appoints ABC Ltd as its sub-agent with the non-exclusive right to market and offer gteq Solutions Limited Services to persons with effect from ACMG.

4 ABC Ltd DUTIES AND RIGHTS

During the continuance of this Agreement, ABC Ltd will:

- a) act diligently and in good faith in all its dealings with gteq Solutions Limited and any customer or potential customer;
- b) use its best endeavours to promote and market gteq Solutions Limited Services
- c) observe all directions and instructions given by gteq Solutions Limited relating to the promotion and marketing of gteq Solutions Limited services
- d) provide such information as gteq Solutions Limited may reasonably require;
- e) comply with all relevant laws relating to the promotion and marketing of telecommunication services
- f) Always give gteq Solutions Limited the first opportunity to provide telecommunication services to any potential Customer, at their discretion for the avoidance of doubt, this provision does not prevent ABC Ltd selling the telecommunication services that are not within the product portfolio of gteq Solutions Limited.
- g) In discussions with Customers and agents to be able to represent itself and it's employees as ABC Ltd including and holding of ABC Ltd or ABC Ltd business cards.

5 GTEQINTELLIGENT MOBILE LIMITED DUTIES AND RIGHTS

- 5.1 gteq Solutions Limited shall act diligently and in good faith in its dealing with ABC Ltd
- 5.2 The entering into of a contract with a Customer to supply Service shall be at the sole discretion of gteq Solutions Limited.
- 5.3 gteq Solutions Limited shall provide ABC Ltd with such commercial, technical and marketing collateral and other support and materials as may be reasonably requested by ABC Ltd in order to assist ABC Ltd in its marketing of the gteq Solutions Limited services
- 5.4 gteq Solutions Limited shall act diligently and in good faith in its dealings with any potential ABC Ltd customers introduced by ABC Ltd.
- 5.5 gteq Solutions Limited will insure ABC Ltd accounts through gteq Solutions Limited's Insurance Service. In the event of customers forfeiting or going into bad debt, and the accounts are insured then ABC Ltd will be paid their share of the profit percentage in force at the time.

6 INTELLECTUAL PROPERTY

ABC Ltd shall have no right to use any intellectual property of gteq Solutions Limited, save in materials agreed in writing.

7 LIABILITY

- 7.1 Neither party shall have any liability to the other in contract, tort, including negligence or breach of statutory duty or otherwise for loss of revenue, profits, anticipated savings, business or otherwise for consequential or indirect loss.
- 7.2 Nothing shall serve to limit gteq Solutions Limited's liability in respect of death or personal injury.
- 7.3 The provisions of this Clause 7 shall continue to apply notwithstanding termination of this Agreement.

8 TERM AND TERMINATION

- 8.1 This Agreement shall continue from Start Date, Date of Agreement and thereafter unless terminated by either party on not less than 12 (twelve) month's written notice to the other.
- 8.2 Either party may terminate this Agreement forthwith in the event of a material breach of the terms of Agreement, such breach being capable of remedy, which breach remains unremedied 14 days after notice has been given of such breach.
- 8.3 Either party may terminate this Agreement forthwith in the event of a material breach of the terms of this Agreement where such breach is incapable of remedy
- 8.4 Either party may terminate this Agreement in the event that the other is unable to pay its debts, has a receiver, manager, administrator, administrative receiver or similar appointed in respect of any of its assets, undertakings or income, has passed a resolution for its winding-up or has a petition presented to any court of England.

9 CONFIDENTIALITY

Confidential Information

- 9.1 ABC Ltd and gteq Solutions Limited must treat as confidential information:
- a) the provisions of this Agreement; and
 - b) all information provided by the other party under this Agreement.

Disclosure

- 9.2 A party must not disclose the other party's confidential information to any person except:
- a) to employees and sub-contractors on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;
 - b) to legal and financial advisers;
 - c) with the other party's prior written consent;
 - d) if required by law or the rules of any relevant stock exchange

10 GENERAL

Notices

- 10.1 All notices, approvals consents and other communications must be in writing and sent to the addresses or fax numbers for notices specified in the Agreement Details. Notices must not be sent by email unless otherwise provided in this Agreement.
- 10.2 Notices sent
- a) by hand are deemed to be received when delivered;
 - b) by post to an address in the UK are deemed to be received by the third Business Day after posting;
 - c) by post to an address outside the UK are deemed to be received by the seventh Business Day after posting;
 - d) by fax are deemed to be received when the sender's fax machine issues a successful transmission report.

Severability

- 10.3 If any clause or part of any clause is held by the court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

No Partnership

- 10.4 This Agreement is not intended to and does not constitute a partnership or joint venture or the relationship of employer and employee.

Waiver of Rights

- 10.5 A condition of this Agreement, or a right created by it, may only be waived by a party by giving notice
- 10.6 A waiver of a breach of this Agreement does not waive any other breach.

Assignment

- 10.7 Neither party may assign its rights under this Agreement without the consent in writing of the other, such consent not to be unreasonably withheld.

Force Majeure

- 10.8 Neither party is liable for not performing an obligation in whole or in part, or for not performing it on time (except an obligation to pay money), because of an event beyond that party's reasonable control.
- 10.9 If an event is beyond a party's reasonable control occurs, that party must:
- a) give the other party notice of the event promptly and an estimate of the non-performance and delay;
 - b) take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
 - c) resume compliance as soon as practice
 - d) able after the event no longer affects either party.

Entire Agreement

- 10.10 This Agreement constitutes the entire agreement relating to the matters set out herein between gteq Solutions Limited and ABC Ltd.

Governing Law

- 10.11 This Agreement is governed by the laws of England. The parties submit to the non-exclusive jurisdiction of the courts of England.

Variation

- 10.12 No variation to this agreement shall be effective unless in writing and signed by each of the parties

11 CALCULATION OF FEES DUE AND PAYABLE TO

- 11.1 The fees due to ABC Ltd hereunder shall become due for revenues derived from the sale of the following products

Carrier Pre Select services
Non-Geographic numbering services
Audio/Web Conferencing services
Direct Connect services
Wholesale line rental
Other leased line or data services by agreement only
Mobile telephony
Any other services introduced from time to time

Tariff sheets and margin levels will be provided every month, along with a monthly traffic/commission report.

The fees due to ABC Ltd hereunder shall be calculated using the following formula

11.02 PAYMENT

Payment of 50% of call profit and 5% of all other monthly line rental charges from each customer will be paid to ABC Ltd on or before 30 days from gteq Solutions Limited bill invoice date.

EXECUTED BY THE PARTIES ON THE DAY AND DATE SET OUT ABOVE

Executed)
For and on behalf of)
gteq Solutions Limited)

Executed)
For and on behalf of)
ABC Ltd)