

## Dealer/Reseller Terms and Conditions

### BACKGROUND

Telemetrics wishes to appoint the Dealer as its non-exclusive Dealer for the promotion and sale of the Products within the Territory, and the Dealer wishes to promote and sell the Products within the Territory on the terms of this Agreement.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this Clause 1 apply in this Agreement and the Background. "Agreement" the contract between Telemetrics and the Dealer made in accordance with these conditions; "Business Day" a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business; "Commencement Date" the date on which this Agreement is entered into (which shall be presumed to be the date shown by the execution clauses in this Agreement); "Data Protection Legislation" all UK data protection legislation and (for so long as it has legal effect in the UK) the General Data Protection Regulation and any other European Union regulation relating to data protection; "Dealer" the person or firm described as such on the dealer application form at the front of this Agreement; "Installation Agreement" a standard form document provided to the Dealer by Telemetrics for the purpose of recording certain details regarding anyone who has had a Product installed in their vehicle; "Products" the products of the type and specification manufactured and packed under the Trade Marks and listed in Schedule 1 (Products and Prices) and any other products developed by Telemetrics and which Telemetrics may permit the Dealer, by express notice in writing, to distribute; "Telemetrics" Smartrak Limited (Company Number 05646113), trading as Telemetrics or Global Telemetrics, whose registered office is 63 Fosse Way, Syston, Leicestershire, LE7 1NF; "Term" the term of this Agreement, as determined in accordance with Clause 13 (Duration and Termination); "Territory" the United Kingdom; "Trade Marks" Telemetrics' "Smartrak" and "Global Telemetrics" trade marks and any associated logos; "Training Confirmation Letter" the letter shown at Schedule 2 (Training Confirmation Letter); "VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax; "Year" the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term. "Data Protection Legislation" all UK data protection legislation and (for so long as it has legal effect in the UK) the General Data Protection Regulation and any other European Union regulation relating to data protection.
- 1.2. Headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.5. References to clauses and schedules are to the Clauses and Schedules of this Agreement.
- 1.6. Words in the singular shall include the plural and vice versa.
- 1.7. A reference to one gender shall include a reference to the other genders.
- 1.8. A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.9. A reference to a statute, statutory provision or any subordinated legislation made under a statute is a reference to such statute, provision or subordinated legislation as amended or re-enacted from time to time, whether before or after the date of this Agreement and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Agreement;
- 1.10. A reference to writing or written includes faxes but not e-mail.
- 1.11. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

#### 2. APPOINTMENT

- 2.1. Telemetrics appoints the Dealer as its non-exclusive Dealer to distribute the Products in the Territory on the terms of this Agreement.
- 2.2. The Dealer shall not:
- 2.2.1. represent itself as an agent of Telemetrics for any purpose;
- 2.2.2. pledge Telemetrics' credit;
- 2.2.3. give any condition or warranty on Telemetrics' behalf;
- 2.2.4. make any representation on Telemetrics' behalf; or
- 2.2.5. commit Telemetrics to any contracts.
- 2.3. The Dealer shall not without Telemetrics' prior written consent make any promises or guarantees about the Products beyond those contained in the promotional material supplied by Telemetrics.

#### 3. DEALER'S UNDERTAKINGS

- 3.1. The Dealer undertakes and agrees with Telemetrics that at all times during the Term it will:
- 3.1.1. use all reasonable endeavours to promote the distribution and sale of the Products in the Territory;
- 3.1.2. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Dealer's obligations under this Agreement;
- 3.1.3. not resell the Products at a price exceeding the maximum resale price from time to time specified by Telemetrics in writing;
- 3.1.4. supply any information relating to the performance of its obligations under this Agreement that Telemetrics may reasonably require from time to time;
- 3.1.5. keep full and proper books of account and records clearly showing all enquiries, quotations, transactions and proceedings relating to the Products;
- 3.1.6. allow Telemetrics, on reasonable notice, access to its accounts and records relating to the Products for inspection;
- 3.1.7. keep all stocks of the Products which it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
- 3.1.8. insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and produce to Telemetrics on demand full particulars of that insurance and the receipt for the then current premium;
- 3.1.9. provide to customers an after-sale repair and maintenance service in respect of the Products in accordance with the terms of the service and maintenance manual provided by Telemetrics during the Term and for six months after termination, however terminated;
- 3.1.10. offer and provide, where reasonable to do so, installations to any purchaser of a Product;

- 3.1.11. carry out any Product installations in accordance with any applicable installation guidance provided by Telemetrics (as amended from time to time) to a professional Global Telemetrics level if the installation is not at an acceptable level Global Telemetrics may visit the end user to Audit the original installation works. If corrective fitting action is required, Global Telemetrics can charge (at their discretion) the installing Dealer for all parts and labour to enable the system to work correctly;
- 3.1.12. obtain any insurances, including professional indemnity insurance, reasonably necessary to cover any potential liabilities arising out of or connected to this Agreement (and provide Telemetrics with a copy of proof of such insurance within two (2) days of a request by Telemetrics);
- 3.1.13. confirm, with respect to each employee that will be carrying out installations of the Products, that they have either received adequate training from Telemetrics OR have sufficient experience of installations for vehicle tracking systems and do not require a training session supplied by Telemetrics for the Products including GTP01 systems. This obligation will also apply to any new employees of the Dealer engaged after the Commencement Date;
- 3.1.14. provide, or procure the provision of, a completed Training Confirmation Letter for each employee referred to in Clause 3.1.13 above;
- 3.1.15. to the extent that any employee of the Dealer does not have the installation experience and/or training required by Clause 3.1.13 above, arrange for that employee to attend (at the Dealer's cost) any training required for them to achieve the required standard. Telemetrics may supply such training at its own discretion;
- 3.1.16. notify Telemetrics of any completed Product installations by faxing / scanning and e-mailing a completed Installation Agreement to Telemetrics on the day of the installation;
- 3.1.17. promptly return to Telemetrics, at the Dealer's expense, any Products which are improperly installed and subsequently removed from a vehicle;
- 3.1.18. supply anyone purchasing an Installation of one of the Products from the Dealer with a 12 month labour warranty on that installation; and
- 3.1.19. act at all times in relation to this Agreement, including when dealing with customers purchasing Products and when carrying out Product installations, with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.

#### 4. SUPPLY OF PRODUCTS

- 4.1. Telemetrics undertakes to use reasonable endeavours to meet all orders for the Products made by the Dealer. Orders of 20 or less products must be received by 2:00pm on a Business Day to be delivered on the next Business Day. Orders of over 20 products will be delivered within 3 Business days of the order being received by Telemetrics. Telemetrics may, at its discretion, provide a service allowing the Dealer to specify a time for delivery of the Products but reserves the right to charge a reasonable additional fee for this service.
- 4.2. The Dealer shall buy the Products for its own account for resale under this Agreement.
- 4.3. Telemetrics may, by giving 1 months' notice in writing to the Dealer, vary Schedule 1 as it thinks fit.
- 4.4. Telemetrics may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. Telemetrics shall give notice of any changes to Product specifications to the Dealer as soon as reasonably practicable.

#### 5. SUPPLIER'S UNDERTAKINGS

- 5.1. Telemetrics undertakes to:
- 5.1.1. provide any information and support that may reasonably be requested by the Dealer to enable it to discharge its duties under this Agreement properly and efficiently; and
- 5.1.2. approve or reject any promotional information or material submitted by the Dealer within 28 days of receipt.

#### 6. PRICES AND PAYMENT

- 6.1. The prices to be paid by the Dealer to Telemetrics for the Products are to be Telemetrics' list prices as notified to the Dealer by Telemetrics from time to time. The prices applicable as at the Commencement Date are set out in Schedule 1.
- 6.2. Telemetrics shall give the Dealer 14 days' notice of any rises in the prices for the Products.
- 6.3. Any and all expenses, costs and charges incurred by the Dealer in the performance of its obligations under this Agreement shall be paid by the Dealer, unless Telemetrics has expressly agreed in advance in writing to pay such expenses, costs and charges.
- 6.4. The Dealer shall pay the full amount invoiced to it by Telemetrics in pounds sterling at the time it places the order (by debit or credit card).
- 6.5. After the expiry of the first year of this Agreement, Telemetrics will consider extending the time for payment detailed in Clause 6.4 above to payment being due within 30 days of the date of invoice. However, if payment applies to Subscription Fees, payment must be received no later than the due date indicated. Credit terms are not applicable to Subscription payments.
- 6.6. Neither party may withhold payment of any amount due to the other because of any set-off, counter-claim, abatement, or other similar deduction.
- 6.7. Interest shall be chargeable on any amounts overdue at the rate of four percent (4%) per annum above the base rate of HSBC Bank plc from time to time. The interest period shall run from the due date for payment until receipt of the full amount by Telemetrics (whether before or after judgment).
- 6.8. Any products purchased that are returned due to being unwanted and not faulty will result in a 10% handling charge. Any and all expenses, costs and charges incurred by the Dealer shall be paid by the Dealer, unless Telemetrics has expressly agreed in advance in writing to pay such expenses, costs and charges.

#### 7. VAT AND TAXES

- 7.1. All sums payable under this Agreement, or otherwise payable by any party to any other party under this Agreement are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
- 7.2. Where, under this Agreement, any party makes a supply to any other party (Recipient) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT.
- 7.3. Where any party is required by this Agreement to reimburse or indemnify any other party for any cost or expense, that first party shall reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any tax authority.
- 7.4. All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be the responsibility of, and for the account of, and recoverable from the Dealer.

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### 8. ADVERTISING AND PROMOTION

- 8.1. The Dealer shall:
- 8.1.1. be responsible for advertising and promoting the Products (but the Dealer shall not use any advertising materials or promotional literature without Telemetrics' prior written consent);
- 8.1.2. display advertising materials and other signs provided by Telemetrics;
- 8.1.3. observe all reasonable directions and instructions given to it by Telemetrics for the promotion and advertisement of the Products; and
- 8.1.4. not make any written statement as to the quality or manufacture of the Products without Telemetrics' prior written consent.
- 8.2. The Dealer shall ensure that any website, app, social media channel or other promotion channel that it uses for the sale or advertisement of the Products is of at least the standard you would expect of a skilled person engaged in the same type of undertaking under the same or similar circumstances.

### 9. ANTI-BRIBERY COMPLIANCE

- 9.1. The Dealer shall:
- 9.1.1. comply with all applicable regulatory laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 ("Relevant Requirements");
- 9.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 9.1.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 9.1.2 above, and will enforce them where appropriate;
- 9.1.4. promptly report to Telemetrics any request or demand for any undue financial or other advantage of any kind received by the Dealer in connection with the performance of this Agreement; and
- 9.1.5. provide any such supporting evidence of compliance with this Clause 9 as Telemetrics may reasonably request.
- 9.2. For the purpose of this Clause 9, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively).

### 10. CONDITIONS OF SALE

- 10.1. Telemetrics' conditions of sale in force from time to time shall apply to all sales by Telemetrics to the Dealer under this Agreement.
- 10.2. If there is any inconsistency between those conditions of sale and the terms of this Agreement, the latter this Agreement shall prevail.

### 11. TRADE MARKS

- 11.1. Telemetrics hereby grants to the Dealer the non-exclusive right, in the Territory, to use the Trade Marks in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this Agreement.
- 11.2. The Products shall be sold under the Trade Marks. On all Products, containers and advertisements for the Products, the Smartrack or Global Telemetrics symbol shall be used and the registered Trade Marks or 'TM' shall be used with any Trade Mark application.
- 11.3. The Dealer shall not without Telemetrics' prior written consent: not, without the prior written consent of Telemetrics, after or make any addition to the labelling or packaging of the Products displaying the Trade Marks; The Dealer shall
- 11.3.1. not alter, deface or remove any reference to the Trade Marks, any reference to Telemetrics or any other name displayed on the Products or their packaging or labelling;
- 11.3.2. sub-license, transfer or otherwise deal with the rights of use of the Trade Marks granted under this Agreement; or
- 11.3.3. do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity.
- 11.4. The Dealer shall, immediately on Telemetrics' request, promptly enter into any document necessary for the recording, registration or safeguarding of Telemetrics' Trade Mark rights in a form satisfactory to Telemetrics.
- 11.5. Telemetrics makes no representation or warranty as to the validity or enforceability of the Trade Marks nor as to whether they infringe any intellectual property rights of third parties in the Territory.
- 11.5. The Dealer shall not sub-license, transfer or otherwise deal with the rights of use of the Trade Marks granted under this Agreement.
- 11.6. The Dealer shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity.
- 11.7. The Dealer shall immediately enter into any document necessary for the recording, registration or safeguarding of Telemetrics' Trade Mark rights with Telemetrics for the marketing of the Products under the Trade Marks in a form satisfactory to Telemetrics.
- 11.8. Each party shall promptly give notice in writing to the other if it becomes aware of:
- 11.8.1. any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
- 11.8.2. any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.
- 11.9.11.7. In respect of any matter that falls within Clause 11.68.1 above:
- 11.9.1.11.7.1. Telemetrics shall in its absolute discretion, decide what action to take in respect of the matter (if any);
- 11.9.2. Telemetrics shall conduct and have sole control over any consequent action that it deems necessary; and
- 11.9.3. the costs of that action and any sums that may be paid or awarded as a result of that action shall be shared equally by the parties.
- 11.10. In respect of any matter that falls within Clause 11.86.2 above;
- 11.10.1. Telemetrics and the Dealer shall negotiate in good faith to agree:
- 11.10.2. what steps to take to prevent or terminate the infringement; and
- 11.10.3. the proportions in which they shall share the cost of those steps and any damages and other sums which may be awarded to or against them; and
- 11.10.4. and falling agreement between the parties, either party may take any action as it considers necessary or appropriate, at its own expense, to defend the claim and shall be entitled to and responsible for all damages and other sums that may be recovered or awarded against it as a result of that action.

- 11.11. Each party shall, at the request and expense of the other, provide any reasonable assistance to the other (including the use of its name in, or being joined as a party to, proceedings) with any action to be taken by the other party under this Clause 11, provided that that party is given such indemnity as it may reasonably require against any losses, costs and expenses it may incur as a result of or in connection with providing such assistance.

### 12. PRODUCT LIABILITY AND INSURANCE

- 12.1. Subject to the Dealer fulfilling all the conditions in this Clause 12, Telemetrics shall indemnify the Dealer against any liability incurred by the Dealer in respect of damage to property, death or personal injury arising from any fault or defect in the materials or workmanship of the Products and any reasonable costs, claims, demands and expenses arising out of or in connection with that liability ("Relevant Claim"), except to the extent the liability arises as a result of the action or omission of the Dealer.
- 12.2. The Dealer shall, as soon as it becomes aware of a matter which may result in a Relevant Claim:
- 12.2.1. give Telemetrics written notice of the details of the matter;
- 12.2.2. allow Telemetrics the exclusive conduct of any proceedings and take any action that Telemetrics requires to defend or resist the matter, including using professional advisers nominated by Telemetrics;
- 12.2.3. give Telemetrics access to and allow copies to be taken of any materials, records or documents as Telemetrics may require to take action under Clause 12.2.2 above; and
- 12.2.4. not admit liability or settle the matter without Telemetrics' prior written consent.
- 12.3. The Dealer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products or batches of Products from the retail or wholesale markets. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and e-mail address).
- 12.4. The Dealer shall, at Telemetrics' cost, give any assistance that Telemetrics shall reasonably require to recall, as a matter of urgency, Products from the retail or wholesale market.

### 13. DURATION AND TERMINATION

- 13.1. This Agreement begins on the Commencement Date and, subject to Clause 13.2 below and Clause 16.3 (Force Majeure), shall continue for an initial term of one Year and indefinitely after that until terminated by either party giving at least one month's prior written notice to expire on or after the expiry date of the initial term.
- 13.2. Without affecting any other rights that it may be entitled to, either party may give notice in writing to the other terminating this Agreement immediately if:
- 13.2.1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than twenty-eight (28) days after being notified in writing to make such payment; or
- 13.2.2. the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days of being notified in writing to do so; or
- 13.2.3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 13.2.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 (being a partnership) has any partner to whom any of the foregoing apply; or
- 13.2.5. the other party commences negotiations with all or any class of its creditors with a view to rescinding any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 13.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
- 13.2.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- 13.2.8. a floating charge holder over the assets or that other party has become entitled to appoint or has appointed an administrative receiver; or
- 13.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 13.2.10. the other party, being an individual, is the subject of a bankruptcy petition or order; or
- 13.2.11. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- 13.2.12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.2.4 to Clause 13.2.11 above (inclusive); or
- 13.2.13. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 13.2.14. the other party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

### 14. EFFECTS OF TERMINATION

- 14.1. Termination of this Agreement for any reason shall not:
- 14.1.1. not affect any rights or liabilities accrued at the date of termination; .
- 14.1.1. not, of itself, make Telemetrics liable to pay any compensation to the Dealer, including, for loss of profits or goodwill; and
- 14.2. save as expressly set out in this Agreement, terminate all other rights and licences of the Dealer under this Agreement.
- 14.3. On termination of this Agreement:
- 14.3.1. the Dealer shall, at Telemetrics' option, promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers that relate to Telemetrics' business that the Dealer may have in its possession or under its control (other than correspondence between the parties); and
- 14.3.2. Telemetrics shall, in a format reasonably specified by Telemetrics for the purpose, promptly supply to the Dealer a copy of any information regarding the Dealer's own customers which Telemetrics holds solely, in connection with the performance of its own obligations under this Agreement.
- 14.3. The termination of this Agreement shall not of itself make Telemetrics liable to pay any compensation to the Dealer, including, for loss of profits or goodwill.
- 14.4. All other rights and licences of the Dealer under this Agreement shall terminate on the termination date.

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### 15. CONFIDENTIALITY AND DATA PROTECTION

- 15.1. Each party undertakes that it shall not at any time during this Agreement and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as provided by Clause 15.2 below.
- 15.2. Each party may disclose the other party's confidential information:
- 15.2.1. to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 15; and
- 15.2.2. as may be required by law, court order or any governmental or regulatory authority.
- 15.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 15.4. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 15.5. The parties acknowledge that for the purposes of the Data Protection Legislation, the Dealer and Telemetrics will be joint Data Controllers of the Personal Data which they are required to exchange pursuant to this Agreement (where Data Controller and Personal Data have the meaning in the Data Protection Legislation).
- 15.6. The Dealer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to Telemetrics for the duration and purposes of this Agreement.
- 15.7. The Dealer shall, in relation to any Personal Data processed in connection with the performance by the Dealer of its obligations under this Agreement:
- 15.7.1. process that Personal Data only on in accordance with the Telemetrics' written instructions of Telemetrics unless the Dealer is allowed by Data Protection Legislation to otherwise process that Personal Data;
- 15.7.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 15.7.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 15.7.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Telemetrics has been obtained and the following conditions are fulfilled:
- (a) Telemetrics or the Dealer has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Dealer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Dealer complies with reasonable instructions notified to it in advance by Telemetrics with respect to the processing of the Personal Data;
- 15.7.5. assist Telemetrics, at Telemetrics' cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.7.6. notify Telemetrics without undue delay on becoming aware of a Personal Data breach; and
- 15.7.7. at the written direction of Telemetrics, delete or return Personal Data and copies thereof to Telemetrics on termination of the Agreement unless allowed by the Data Protection Legislation to store the Personal Data.
- 15.8. The Dealer shall:
- 15.8.1. not appoint any third party processor of Personal Data under this Agreement without Telemetrics' prior written consent; and
- 15.8.2. maintain complete and accurate records and information to demonstrate its compliance with this clause 15.
- 15.9. The Dealer acknowledges and agrees that Telemetrics may analyse and process data provided to it in connection with this Agreement in order to monitor and improve the performance of its products and services. Telemetrics warrants that all such analysis and processing will be conducted in an anonymised and non-identifiable way.

### 16. FORCE MAJEURE

- 16.1. A party, provided that it has complied with the provisions of Clause 16.2 below, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of its obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including any of the following:
- 16.1.1. Acts of God, including flood, earthquake, windstorm or other natural disaster;
- 16.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 16.1.3. terrorist attack, civil war, civil commotion or riots;
- 16.1.4. any law or government order, rule, regulation or direction, or any action taken by a government or public authority;
- 16.1.5. fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this Clause 16) or accidental damage;
- 16.1.6. loss at sea;
- 16.1.7. extreme adverse weather conditions;
- 16.1.8. any labour dispute, including strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Clause 16, or companies in the same group as such party);
- 16.1.9. non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Clause 16); and
- 16.1.10. interruption or failure of utility service, including but not limited to electric power, gas or water.
- 16.2. A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 16.2.1. it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 16.2.2. it has used reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 16.3. If the Force Majeure Event continues for a continuous period of more than three (3) months, any party may terminate this Agreement by giving fourteen (14) days' written notice to all the other parties. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

### 17. ENTIRE AGREEMENT

- 17.1. This Agreement (and any document referred to in it) constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements between the parties relating to its subject matter.
- 17.2. Each party acknowledges agrees that;
- 17.2.1. in entering into this Agreement (and any document referred to in it), it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement; and. Each party agrees that
- 17.2. its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 17.3. Nothing in this Agreement shall limit or exclude any liability for fraud.

### 18. VARIATION

- 18.1. Subject to Clause 4.3 (Supply of Products), no amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 19. ASSIGNMENT AND OTHER DEALINGS PROHIBITED

- 19.1. This Agreement is personal to the parties and no party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement (or any document referred to in it), or purport to do any of the same.
- 19.2. No party shall sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 19.3. Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

### 20. WAIVER

- 20.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 21. SEVERANCE

- 21.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable;
- 21.1.1. that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement; and
- 21.1.2.1.2. the validity and enforceability of the other provisions of this Agreement shall not be affected; and
- 21.2.2.1.3. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

### 22. NOTICES

- 22.1. Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at either its registered office or main trading location, or as otherwise specified by the relevant party by notice in writing to each other party.
- 22.2. Any notice shall be deemed to have been duly received:
- 22.2.1. if delivered personally, when left at the address and for the contact referred to in this Clause 22;
- or
- 22.2.2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- 22.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 22.3. A notice given under this Agreement shall not be validly given if sent by e-mail.
- 22.4. The provisions of this Clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

### 23. THIRD PARTY RIGHTS

- 23.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

### 24. NO PARTNERSHIP OR AGENCY

- 24.1. Except as expressly provided, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

### 25. GOVERNING LAW AND JURISDICTION

- 25.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 25.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.