

MASTER SERVICES PRICING AGREEMENT

Client		BILLING TO: Leave blank if same client address	
Name		Name	
Address		Address	
Contact		Contact	
Telephone		Telephone	
Email		Email	

Schedule 1

Items listed below cover a range of services that are applicable to XXXXXXXX or will be applied on request during the agreed service.

Pricing Notes

1. A Client's Message Delivery Fees will be determined in accordance with the Message Delivery Fee Schedule provided above and will be invoiced on a calendar month basis. At the beginning of each calendar month, each Client's monthly volume will be restarted.
2. All outbound messages will be billed in 1-second increments and subject to a minimum 2-second connection charge.
3. Fees will only exclude attempted calls that result in a busy signal or no answer.
4. Direct Connect minutes are billed in 6-second increments. The Direct Connect charges begin when the Client's call centre phone system picks up the Direct Connect call.

There are two types of Direct Connect Minutes charges:
 - (i) Outbound Direct Connect charge is used when direct connecting on an outbound campaign. An outbound campaign is defined as a campaign where the initial call is initiated on the Telsolutions system by or for the Client
 - (ii) Inbound Direct Connect charge used when direct connecting from an Inbound Campaign. An Inbound Campaign is a campaign where a call is initiated by a customer of the Client using a phone number provided by Telsolutions
5. Distribution Fees apply to the delivery of Messages to all countries in country code "+44." For Messages to be delivered outside of country code "+44," pricing is available upon written request.
6. Prices are subject to change upon 30-day prior written notice from Telsolutions. All prices are in pounds sterling and all payments shall be made in such currency to Telsolutions.
7. Data uploaded and stored in the Telsolutions system greater than 12 Months with no calling activity will be deleted from the Telsolutions system automatically. For disaster recovery/business continuity applications, pricing is available upon written request.
8. Prices do not include, and Client is responsible for, all sales, use and other taxes including VAT.

Commitment

By signing below the parties agree to be bound by the terms of this Pricing Agreement, including Attachment 1, as of the date set forth below (the "Effective Date") for a period of 3 months.

- 1) The trial period will commence when the Contact Portal enterprise is live and available for the client to use.
- 2) The client reserves the right to cancel the service at the end of the trial period with no obligation of commitment to use the service after this period. Cancellation of the service must be sent in writing within the 3 months trial period. After the trial term the agreement will automatically continue for a further 15 months unless discontinued.
- 3) Service development set-up charges are applied from the commencement of the agreement.
- 4) The minimum spend commitment will be applied from the service launch or automatically after 2 months whichever comes sooner."
- 5) The agreement and minimum spend will roll over and continue for a further 18 months unless notified in writing at least 30 days prior to the end date of the existing agreement.
- 6) Clients should be prepared internally to commence the service trial within the trial period. Internal delays may incur minimum spend commitment charges for services not used.

Telsolutions Limited:		Customer:	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Attachment 1 - Standard terms and Conditions

1. Definitions

- a) "Affiliate" shall mean in relation to an undertaking, an undertaking which is its group undertaking (as the term "group undertaking" is defined in section 1161 of the Companies Act 2006).
- "Client" shall mean XXXXXXXX
- "Client Group" shall mean the Client and its Affiliates.
- b) "Persons" shall mean those natural persons and/or entities whose Telephone Numbers and/or Electronic Mail Addresses may receive Messages conveyed by Client through the Service.
- c) "Messages" mean the text of Client's script and/or associated audio file that Client may transmit either telephonically ("Telephone Messages") or electronically ("Electronic Mail Messages") to Persons' Telephone Numbers and/or Electronic Mail Addresses through the Service.
- d) "Telephone Numbers" shall mean the telephone numbers of Persons to which Client Group may initiate Telephone Messages
- e) "Electronic Mail Addresses" shall mean the Internet-based destinations of Persons to which Client Group may initiate Electronic Mail Messages.
- f) "Service" shall mean Telsolutions then current offerings to the Client Group consisting of a Message conveyance platform and/or professional services, as described in Schedule 1 (Service) to this Pricing Agreement, which is incorporated herein by reference (and "Services" shall be construed accordingly).
- g) "Commercial Electronic Mail Message" shall mean an Electronic Mail Message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service, except transactional or relationship messages.
- h) "Telemarketing Message" shall mean a Telephone Message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services. Except as specifically identified otherwise, the term "Telemarketing Message" also includes solicitation for charitable contributions.
- i) "Established Business Relationship" shall mean a prior or existing relationship based on a Person's purchase or transaction with the Client Group within the eighteen (18) months preceding transmission of a Message or a Person's inquiry or application regarding products or services offered by the Client Group within the three (3) months preceding transmission of a Message.
- j) "Intellectual Property Rights" shall mean any patents, trademarks, service marks, rights in semi-conductor chip topographies, design rights, registered designs, applications for any of the foregoing, copyright, database rights, know-how and other similar rights or obligations whether registrable or not in any country.
- k) "Pricing Agreement" shall mean the pricing notes, Schedule 1.
- l) "Fees" shall mean the costs accrued connecting Telephone messages and sending Electronic Mail messages (see c,d,e & m) in accordance with Pricing Schedule 1.
- m) "Direct Connect Minutes" shall mean the minutes created by the platform to make the second call to the Contact Centre.

2 Client Obligations

- a) Client will create, design, write and/or record one or more Messages for transmission to Persons' Telephone Numbers and/or Electronic Mail Addresses, as the case may be. Client shall be solely responsible for the accuracy and legality of the contents of any Messages. Client shall ensure that each Telephone Message states clearly at the beginning of the Message the identity of the Client. Client shall ensure that for Debt Recovery or Debt Management Messages: 1) The Client has completed a DPIA. 2) The Client has checked that the automated payment options available on the messaging are working. Client shall ensure that for Electronic Mail Messages: (1) the "from" line, subject heading, and other identifying header information is not misleading or deceptive; and (2) the Message includes a functioning return e-mail address or other means for a Person to make a payment and interact to an operator.
- b) Client shall provide and have sole responsibility for the Telephone Numbers and/or Electronic Mail Addresses, as the case may be, of the Persons to which the Messages are to be transmitted. Client shall ensure that Telephone Numbers do not include: (1) emergency lines, including those of any hospital, medical center, health care facility, poison control center, fire protection agency, or law

enforcement agency; (2) any number assigned to a paging service, cellular telephone service, or other wireless service; or (3) any number to which automated dialing or prerecorded message calls are prohibited under applicable law.

c) Client shall initiate and transmit its desired Messages to such Persons' Telephone Numbers and/or Electronic Mail Addresses through the Service.

d) Client shall be solely responsible for establishing and providing the time(s), date(s) and delivery schedule(s) in respect of such Messages.

e) Client shall comply with all laws, rules and regulations applicable to its activities hereunder, and shall be responsible for maintaining all required records relating thereto.

3 Telsolutions Obligations

a) Telsolutions shall make the Service available for the initiation and transmission of Messages to Persons' Telephone Numbers and/or Electronic Mail Addresses by Client.

b) Telsolutions will use commercially reasonable efforts to ensure that the Service will convey Client's Messages as directed by Client.

c) The Service provided by Telsolutions to the Client Group shall be performed in a professional manner in accordance with industry practice and Schedule 1 (Service).

d) Telsolutions shall comply with all applicable laws, rules and regulations concerning its activities hereunder and shall be responsible for maintaining all required records relating thereto

e) As permitted by applicable law, Telsolutions shall, at Client's request and on Client Group's behalf, record Messages telephonically transmitted to Persons' Telephone Numbers for diagnostic, quality assurance and/or customer service purposes. The parties acknowledge that certain laws may govern the recording of Messages transmitted telephonically to Persons' Telephone Numbers and the retention of such recorded Messages by Telsolutions. Telsolutions shall not provide access to such recorded Messages to any third party.

f) Telsolutions warrants, represents and undertakes to each member of the Client Group that the Service will not:

(1) contain nor introduce to any equipment or system of any member of the Client Group or any customers of the Client Group any computer viruses, Trojan horses or similar destructive, disruptive or nuisance programs; or

(2) cause damage of any kind nor interfere with any computer systems of any member of the Client Group or any customers of the Client Group.

g) In the event Telsolutions fails in any of its obligations detailed in this Paragraph 3 then Client shall have the right to cancel this Pricing Agreement with immediate effect. In the event of termination in accordance with this clause 3(g) the Client will not be liable for any penalties, financial or otherwise.

h) EXCEPT AS EXPRESSLY SET OUT HEREIN, TELSOLUTIONS HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE AND ANY CONTENT OR SERVICES CONTAINED THEREIN TO THE EXTENT PERMITTED BY LAW.

4 Payment

- a) Telsolutions will invoice Client at the end of each calendar month for all Services, including Messages conveyed, rendered during such month in accordance with this Pricing Agreement. In consideration for the provision by Telsolutions of the Service in accordance with the terms of this Pricing Agreement, Client shall pay any undisputed amounts due within 30 days of the date of receipt by the Client of the invoice ("Due Date"). Client will notify Telsolutions in writing of any disputed amounts (including an explanation of the basis for the dispute).
- b) All service access will be suspended where valid invoices are not settled **within 60 days of issue**. Automated payment due reminders are issued to the appropriate or given contact recipient of invoices.
- c) Service development and set-up charges are payable on approval of the requested work and will be invoiced at the start of the requested work.

5 Data Protection

a) Telsolutions shall comply with the provisions of the Data Protection Act 2018 ("the Act") and General Data Protection Regulations (GDPR) 2018 and shall, if required, ensure that it is properly registered under the Act for such processing of personal data (as defined in the Act) as may be required in the performance of this Agreement.

b) Telsolutions shall not:

(1) use any personal data or information provided by the Client Group ("Client Data") nor reproduce any Client Data in whole or in part in any form except as may be required by this Agreement;

(2) disclose any Client Data to any third party or person not authorised by the Client to receive it, except with the prior written consent of the Client;

(3) alter, delete, add to or otherwise interfere with the Client Data (save where required to do so by the terms of this Agreement and with consent of the Client);

c) Where as part of the provision of the Service, Telsolutions processes personal data on behalf of the Client Group, Telsolutions shall:

(1) act only in accordance with instructions from the Client in relation to such processing; and

(2) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of or damage to the personal data.

6 Client Data and Data Security

a) Telsolutions acknowledges that the Client Data is the property of the Client Group and the Client Group reserves all Intellectual Property Rights in the Client Data.

b) Telsolutions shall, in accordance with industry practice, and Schedule 1 (Service):

(1) not use or reproduce the Client Data in whole or in part in any form except as expressly permitted by the Client in accordance with this Pricing Agreement;

(2) keep Client Data logically separate from the data of its other customers (e.g., in separate folders or drives) and identify it as the Client Group's Confidential Information;

(3) apply appropriate security procedures within its premises and take all precautions to preserve the integrity of the Client Data;

(4) procure that no unauthorised third party will, as a result of any act or omission of Telsolutions or its employees, agents or sub-contractors, obtain access to any Client Data or any information forming part of or being used in connection with the Service;

(5) ensure that it and its employees, agents and sub-contractors do not deliberately or negligently corrupt or erase or otherwise alter such Client Data.;

(6) immediately notify the relevant member of the Client Group of any breach or suspected breach of this paragraph 6 and take all steps to mitigate or avoid such breach (and prevent it from reoccurring);

(7) permit the Client access on reasonable notice to its premises and security systems in relation to the processing of the Client Data as the Client may reasonably require to ensure compliance with the data processing security measures referred to in this Paragraph 6((6b)b);

(8) amend, update, delete or supplement any Client Data forthwith if the Client so requests in order to comply with the Act; and

(9) upon termination of this Pricing Agreement for any reason or when requested in writing so to do, but except as otherwise required by applicable law or regulation, deliver all records of the Client Data to the Client without charge within 14 days in such a format as the Client may require (in whole or in part) or, if so requested by the Client, irretrievably delete Client Data instead of delivering those Client Data as aforesaid.

7 Assignment

Neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party (such consent not to be unreasonably withheld), except in the case of the Client, who may assign or transfer any of its rights hereunder to an Affiliate or in connection with the merger or the sale of all or substantially all of the assets or stock of such party, which may occur without such consent, provided the assignee or transferee (as the case may be) agrees in writing to be bound by the terms of this Agreement.

8 Limitation of Liability

a) Except for any IP Claims (as such term is defined in Paragraph 9(b) below), for which the provisions of Paragraph 9(b) shall apply, in no event shall either party be responsible for any indirect or consequential damages, including, without limitation, lost revenue or profits, in any way arising out of or related to this Agreement, even if Telsolutions has been advised of the possibility of such damages.

b) Client's total liability to Telsolutions for any matter arising out of this Agreement shall not exceed the fees actually received by Telsolutions from Client in the immediately preceding twelve (12) month period.

c) Except for any IP Claims (as such term is defined in Paragraph 9(b) below), for which the provisions of Paragraph 9(b) shall apply, Telsolutions total liability to Client for any matter arising out of this Agreement shall not exceed 100% of the fees payable to Telsolutions by Client in the immediately preceding twelve (12) month period.

9 Indemnification

a) Client agrees to indemnify, hold harmless, and defend Telsolutions against any and all direct claims, liabilities, damages, losses, costs and expenses which are awarded by a court, imposed by a regulatory agency, or included as part of a final settlement (in addition to

reasonable attorneys' fees and disbursements and reasonable costs of investigation) (collectively, "Losses") arising from or relating to any claims made by third parties that Client's use of the Services: (i) infringes or misappropriates the copyright, registered design, trademark or other intellectual property rights of said third party in the United Kingdom; (ii) breaches any laws, rules or regulations of the United Kingdom relating to data protection, privacy, telemarketing, debt collection or the rights of individuals; or (iii) is defamatory or libelous to Telsolutions.

b) Telsolutions agrees to indemnify, hold harmless, and defend Client, against any and all direct Losses arising from or relating to: (i) any claims made by third parties arising from or related to Telsolutions performance of the Services in any manner that violates any applicable law, rule, or regulation; (ii) any claims made by third parties that the Services or Telsolutions proprietary software and technology in any manner infringes or misappropriates the intellectual property or other proprietary rights of such third party; or (iii) any allegations by third parties of any infringement of the intellectual property or other proprietary rights by the Services or Telsolutions proprietary software ("IP Claims"). Telsolutions shall not be responsible for any IP Claims to the extent such IP Claims result from (A) Client's use of the Services in a manner that is not permitted hereunder, (B) use of the Services in combination with third-party products or services not supplied by Telsolutions, or (C) use of the Services after receipt of written notice from Telsolutions to stop using the Services. This paragraph 9(b) states Client's sole remedies in connection with any IP Claims.

c) Telsolutions agrees to indemnify, hold harmless, and defend Client, its directors, officers, affiliates and agents against any and all Losses arising from or relating to a breach of its obligations in Paragraphs 5 and 6.

d) The indemnified party shall (i) promptly notify the indemnifying party in writing of any such claim; and (ii) reasonably cooperate with the indemnifying party, at the indemnifying party's sole cost, in connection with, and tender sole control over the defence or settlement of, the claim.

e) Nothing in this Paragraph 9 shall restrict or limit a party's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under the indemnities contained in this Paragraph 9.

10 Calling Restrictions

Client agrees that it shall not utilize the Services to call or otherwise contact any numbers outside of the "44" country code unless such numbers have been agreed in writing with Telsolutions Ltd.

11 Client Cancellation of Services

Except as otherwise agreed, Client shall have the right to cancel the Service at any time, provided Client pays for all Services utilised through the date of cancellation in accordance with the Pricing Agreement.

12 Confidentiality

Both parties acknowledge that each party will share with the other certain confidential information, including but not limited to Telsolutions Service's pricing schedules, capabilities, software technology, Client telephone numbers, electronic mail addresses and any other information clearly identified as confidential when delivered to the other party (the "Confidential Information"). The receiving party shall not disclose Confidential Information of the disclosing party to any third party or use it for any purpose unrelated to this Agreement. Each party agrees to protect any such Confidential Information by using the same degree of care that the party uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. This imposes no obligation upon either party with respect to Confidential Information which (a) was in such party's possession before receipt from the other party, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without a duty of confidentiality, (d) is independently developed by the receiving party, (e) is disclosed under operation of law, or (f) is disclosed by the receiving party with the disclosing party's prior written approval. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing party that may be difficult to

ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it might have, to the extent permitted by law.

13 Miscellaneous

a) The Pricing Agreement, including Schedule 1:

- i) shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to principles of conflicts of law and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement;
 - ii) may be amended only by a written agreement executed by an authorized representative of each party; and
 - iii) constitutes the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties.
- b) If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect.
- c) Except as otherwise provided in a writing signed by both parties, or where the context clearly requires otherwise, the Service or other work or services ever provided by Telsolutions to Client shall be governed by the Pricing Agreement.
- d) Neither party shall have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the reasonable control of such party
- e) The provisions of Paragraphs 4, 5, 6, 8, 9, 10, shall survive termination of the Pricing Agreement.

Appendix A (Artificial Intelligence). (2025 07 - Telsolutions Ltd)

These terms are designed to cover any liability Telsolutions Ltd has incurred in its provision of Artificial Intelligence derived products to our customer base. Telsolutions Ltd does not provide these LLMs directly and therefore the following terms need to be applied for the services we provide to ensure continuity of service for all Telsolutions' customers.

1.1 Telsolutions Ltd does not engage in manual debt collection, manage outstanding balances, or oversee financial transactions between Telsolutions and the Debtor. Instead, the Supplier provides the AI-driven infrastructure that allows Telsolutions to execute their own collection strategies which Telsolutions represents it shall do in full compliance with relevant regulations.

1.2 All Intellectual Property Rights in any AI Learning, including, any adaptations, modifications, outputs, improvements and any other works generated by the operation of the AI System and/or use of the customer Data, Debtor data and Account data or instructions, or otherwise arising from provision of the Services, shall vest in the Supplier immediately upon creation and shall at all times remain the exclusive property of the Supplier. Furthermore, any improvements, developments, Anonymised Data or other fully anonymised versions of customer Data, Debtor data or Account Data (collectively, AI Enhancements) generated during the use of the AI System shall vest in the Supplier immediately upon creation and remain the exclusive property of the Supplier, who is entitled to use, licence, sub-licence and in all ways and for all purposes exploit such AI Enhancements on a perpetual, irrevocable, worldwide basis, without any obligation to return or delete any of the Anonymised Data upon termination of this Agreement.

1.3 The Supplier shall be entitled to retain Anonymised Data both during and after the Term. The Supplier shall ensure that any Anonymised Data used for training or improving the AI System is retained solely for that purpose. The Supplier shall not at any time be required to delete or alter such Anonymised Data nor to remove the data from or otherwise undo any AI Enhancements or AI Learning. For clarity, the Supplier shall be entitled to create and retain the Anonymised Data for the purposes of training, improving, and developing the AI System, and such Anonymised Data and any subsequent AI Learning shall not be subject to deletion or return upon termination of this Agreement. The rights to use, licence, and exploit such Anonymised Data shall be perpetual, irrevocable, and worldwide.

Appendix B (Data Enrichment Services). (2026 01 - Telsolutions Ltd)

Telsolutions and GBG is unable to warrant or indemnify the accuracy, completeness or fitness for purpose of the data sources provided via GBG's products and services. This is a standard approach throughout the UK data industry.

Within the data source agreements between GBG and its partners, no warranties or indemnities are provided in respect of the source data being accurate, complete, fit for a particular purpose or suitable for basing any subsequent decisions. As such GBG is unable provide any such guarantees to its end-user clients. This is consistent across other data providers in the UK and sources gathered by Public Authorities (e.g. the Full Electoral Roll). However, GBG utilises a number of processes to offer its end-user clients access to data sources which are reasonably up-to-date, accurate and complete.