



1 Interpretation

- 1.1 This Reseller Schedule expressly incorporates and is subject to the General Terms. For the purposes of this Schedule, reference in the General Terms to "Customer" shall also be deemed to mean "Reseller", and Reseller shall accordingly comply with all "Customer" related obligations set out in the General Terms as if it were "Customer", in addition to all other obligations applicable to Reseller under this Schedule.
- 1.2 Save where defined in this Schedule, defined terms used elsewhere in the Agreement shall have the same meaning in this Schedule.

2 Appointment

- 2.1 BT appoints Reseller on a non-exclusive basis to resell the Services to its end-customers in the Territory, as the same are specified in an Order, subject at all times to Reseller's compliance with the terms of the Agreement. For the avoidance of doubt this appointment does not confer on Reseller any right to appoint any end-customer or any other third party as a reseller of the Services without BT's prior written approval, and further BT at all times reserves its right to market, offer or sell the Services to any end-customers itself, or to appoint other resellers or distributors of the Services whether in the Territory or otherwise.
- 2.2 Reseller will use all reasonable endeavours to promote, distribute, market and sell the Services to its end-customers in the Territory, and it also undertakes to use its reasonable endeavours to maintain good business relations with its end-customers.
- 2.3 BT agrees to provide the Services to Reseller, and indirectly to Reseller's end-customers and the Users in accordance with BT's obligations under the Agreement. Any provision of Services by BT to end-customers and Users will be deemed to be a provision of Services by BT to Reseller only.
- 2.4 Reseller agrees that it is an independent contractor fully responsible for its own acts or defaults. Reseller agrees that in all correspondence and other dealings relating directly or indirectly to the Services that it will clearly indicate that it is acting as an authorized reseller of BT and that it will transact all reseller business pursuant solely on its own behalf and for its own account. Further, Reseller will not hold itself out as being part of BT or an employee, agent, representative, partner, or joint venture partner of or with BT.
- 2.5 Reseller agrees that it will comply with BT's reasonable instructions, and it further agrees that it will make no claim, in relation to any matter arising from the use or resale of the Services that is contrary to the terms of the Agreement and/or BT's reasonable instructions.

3 Reseller Role and Responsibilities

- 3.1 Reseller shall comply with its obligations under this Schedule including meeting its responsibilities under the Reseller Roles & Responsibilities Matrix set out in Appendix 1.
- 3.2 Reseller shall:
 - 3.2.1 comply with any minimum resale commitments as detailed in an Order;
 - 3.2.2 comply with any marketing plan agreed between the Parties;
 - 3.2.3 ensure that its end customers and the Users comply with, any end user licence terms supplied to Reseller by BT or BT's licensors in writing from time to time, or as set out in licence terms incorporated for that

purpose by BT or BT's licensors into the Services or accompanying documentation; and

- 3.2.4 procure that its end-customers are under a duty to comply with obligations that are materially equivalent to the obligations to which Customer is subject to under the Agreement, including the Compliance Obligations, the ACB Obligations, the Acceptable Use Policy, and the obligation to comply with Applicable Law (collectively "**End Customer Obligations**").
- 3.3 Reseller shall be solely responsible for pricing, invoicing, collecting payments and credit risk associated with Products and Services provided to its end-customers.
- 3.4 BT will not be liable for any failure to fulfil its obligations under the Agreement resulting from any non-compliance by an end-customer or the Users.
- 3.5 Nothing in this Schedule entitles the Reseller to use, and the Reseller will not use or permit any third party to use, BT's name, logo, trademark or any BT Intellectual Property Rights in connection with the Services (including in any of the Reseller's promotional literature relating to the Services) without the prior written consent of BT.
- 3.6 Reseller will cease any business relationship relating to the Services with any end-customer that BT notifies the Reseller is, in BT's reasonable opinion, engaged in activity or conduct that may be considered detrimental or damaging to the brand and/or interests of BT.
- 3.7 Reseller must not incur or purport to incur any liability, debt, obligation on behalf of BT or in any way pledge or purport to give or make any warranty or representation on behalf of BT except with the prior written approval of BT.
- 3.8 The Customer will indemnify BT against all third party claims (including claims by a government or public authority) which are due to, or in connection with, any breach of the End Customer Obligations by its end-customers, the Users, its employees, and its Affiliates.

4 BT Role and Responsibilities

- 4.1 BT will:
 - 4.1.1 at its discretion provide Reseller with sales collateral in relation to the Services;
 - 4.1.2 keep Reseller informed of any relevant enhancements or modifications to the Services. Reseller will use BT's information solely for the purposes of, and in accordance with the terms of, this Reseller Schedule;
 - 4.1.3 at its discretion provide Reseller with access to BT's systems to enable order placement and the fulfilment of other functions by the Reseller; and
 - 4.1.4 provide Reseller with as much advance notice as reasonably possible of forthcoming changes in BT's prices and terms and conditions for the Services.

5 Termination

- 5.1 In addition to the General Terms, BT has the right by giving notice in writing to Reseller to terminate this Reseller Schedule immediately if:
 - 5.1.1 Reseller, its employees, its end-customers, its Affiliates or Users fail to comply with the End Customer Obligations;
 - 5.1.2 Reseller ceases to function as a going concern or to conduct its operation in the ordinary course of



business either generally or in any part of the Territory;

- 5.1.3 Reseller engages in any fraudulent, unauthorised or illegal use or promotion of the Services; or
- 5.1.4 Reseller engages in activity that has or may have, in BT's reasonable opinion, a material adverse impact on the market reputation of BT or any BT Affiliate.

In the event of a termination of this Reseller Schedule, Reseller shall immediately cease all reseller activity in relation to the Services, including identifying itself as an authorised reseller of BT.

6 ACB Obligations

- 6.1 Reseller represents, warrants, affirms and agrees that it, its Affiliates and its employees shall:
 - 6.1.1 comply with all relevant laws and regulations, as amended from time to time;
 - 6.1.2 without prejudice to the generality of Clause 6.1.1 above, comply with all "Anti-Bribery and Corruption Legislation" which shall mean all applicable anti-bribery and corruption and anti-money laundering laws and regulations in the jurisdictions in which the Agreement is performed, and all applicable anti-bribery and corruption and money laundering laws and regulations which apply to the Parties including without limitation the Foreign Corrupt Practices Act (USA); the Bribery Act 2010 and the Proceeds of Crime Act 2002 (UK), all as amended from time to time;
 - 6.1.3 comply with BT's ethical policies which shall include "Being Trusted: Our Code" and BT's Anti-Bribery and Corruption Policy;
 - 6.1.4 have policies and procedures in place to ensure that any Politically Exposed Person(s) working on or in connection with the Agreement shall comply with Anti-Bribery and Corruption Legislation, and that any such person shall not use their political position to exercise undue influence in any way in relation to the Agreement. A Politically Exposed Person shall mean a person who has within the last twelve (12) months been entrusted with a prominent public function in any state and their family members and close personal or professional associates. Prominent public function includes: heads of state, members of the royal family, heads of government and ministers; members of parliament; members of high-level judicial bodies;
 - 6.1.5 provide mandatory ethics and compliance training to all of its employees and provide details of such training to BT for its approval where reasonably requested. Where BT in its reasonable opinion believes such training is not sufficient, the Supplier shall ensure that all of its employees complete BT's compliance training;
 - 6.1.6 not take any action or permit or authorize any action in violation of Anti-Bribery and Corruption Legislation, including but not limited to making an offer, promise to pay, paying, soliciting or accepting any money or other thing of value to any person, directly or indirectly, for the purpose of obtaining or retaining business or for other advantage in violation of Anti-Bribery and Corruption Legislation;

- 6.1.7 immediately notify BT on becoming aware of, or suspecting, any failure in connection with the Agreement to comply with any provision of this Clause 6 or Anti-Bribery and Corruption Legislation;
- 6.1.8 shall make and keep books, records, and accounts that completely, accurately and fairly reflect all of its costs, charges, payments, receipts and transactions in connection with its role in performing the Agreement, and maintain such accounts in sufficient detail so that the transactions and the destination of any payments can be verified to the reasonable satisfaction of BT; and it shall make such records available to BT or its authorised and appointed representatives from time to time on reasonable request for verification and maintain the records throughout the duration of the Agreement and for 6 years thereafter; and
- 6.1.9 it shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that it has complied with the Anti-Bribery and Corruption Legislation for the duration of the Agreement.

7 Definitions

"Reseller" means the Party authorized to resell the Services, as the same are identified in an Order.



Annex 1

Reseller Roles & Responsibilities Matrix

Function	Reseller Responsibilities
General relationship governance	<p>Reseller will nominate a partner manager who will be responsible for actively promoting and developing the partnership with BT on a day-to-day basis</p> <p>Reseller will nominate an executive sponsor, who will participate in quarterly reviews with BT executives to assess progress and relationship operational health, and agree on key product/marketing/sales activities to grow pipeline and revenues</p> <p>Reseller will nominate operational contact leads for each category of interaction with BT:</p> <ul style="list-style-type: none"> - Sales - Pre-Sales (technical), - Ordering, - Project Management / Service Delivery, - Billing - In life Service Assurance - Legal
Legal and compliance	Reseller will provide all relevant information and documents to assist BT with its compliance process & sign-offs, in particular the Anti-Corruption & Bribery self-certification form
BT systems set-up, and third party access	<p>Reseller will provide all details required by BT to set up Reseller in the relevant BT systems</p> <p>Where access to a BT system or tool has been granted to Reseller by BT, Reseller shall drive the adoption and usage of those systems or tools by Users. Reseller will work with BT for regular User audits and move, add, changes relating to the User base</p>
Strategy, product and sales planning	<p>Reseller will engage with BT on a regular basis to review and agree strategy, product and sales planning activities, including:</p> <ul style="list-style-type: none"> - Mapping Reseller and BT product portfolios to determine product focus and priorities; - Reviewing product roadmap (new features, future products); - Determining the most appropriate go-to-market strategy through customer segmentation, and competitive landscape and market potential analysis; - Setting quarterly and annual targets. <p>Reviews will be documented, with agreed objectives, owners and timelines</p>
Incentives	Reseller shall ensure their sales pay plans appropriately incentivise their sales teams to actively promote and sell BT products and services. These plans shall cover all types of BT products and services, whether based on fixed contract value (e.g. data products) or usage-based portfolio (e.g. voice related products)
Training	<p>Reseller will work closely with BT in order to:</p> <ul style="list-style-type: none"> - Determine training requirements relating to BT products and services; - Nominate appropriately skilled interfaces for each of the major work streams (e.g. Pre-Sales, Service Delivery, Service Assurance, Billing etc); <p>Drive regular training sessions, ensure participation and accreditation in the different relevant work streams</p> <p>Reseller shall maintain an internal library for such knowledge and documents and continue to keep current for relevancy</p> <p>Reseller designee(s) shall ensure internal knowledge transfer when the interface of a work stream moves out of his/her current role, either due to internal rotation, transfer or exit. The intent is to ensure continuity and sustenance of skill levels</p>
Lead generation and pipeline	<p>Reseller is responsible for engaging with the end-customers to generate new business leads and build pipeline</p> <p>Where appropriate, and at BT's request, Reseller will actively engage with BT in joint pursuit of large and/or complex opportunities</p>



Proposals and contracting	Reseller is solely responsible for preparing and presenting offers to, and contracting with, end-customers Where appropriate, in particular for large and/or complex bid opportunities, Reseller may request BT's support in generating an offer to the end-customer
Ordering	Reseller is responsible for submitting all Orders to BT, and ensuring all customer details pertaining to Orders are correct Reseller is responsible for confirming that BT prices are still valid and that the technical solution aligns to the end-customer's requirements prior to Order submission Reseller shall proactively review existing customer contracts, and where appropriate, take advance and appropriate renewal and pursuit actions before the contract expires