



Engagement Letter

This Agreement is made today between:

Story Telecom Limited (Registration Number 04551415) whose principal place of business is
Britannia House, 960 High Road, London, N12 9RY
(Story)

AND

The Promoter

WHEREAS

Story is a provider of Low Cost Telephony services and The Promoter has channels for marketing Story services.

Both Story and The Promoter would like The Promoter to promote Story services to generate revenues, in consideration of which Story would pay commission to The Promoter.

Therefore the parties have agreed:

1. The Promoter will be allocated a set of access numbers and SMS keywords, which are unique to The Promoter.
2. The Promoter duty will be to market the service through its chosen media and other available advertising materials. It is further agreed that The Promoter will not:
 - Use any publicity material without prior written permission
 - Make any representations or commitments on behalf of Story.

All promotional material of Story's services and products will have to comply with the standard of the relevant governing bodies of the telecommunication industry and other regulatory bodies in the UK and Europe, including but not limited to ICSTIS (or PhonePayPlus), Ofcom and ASA (Advertising Standards Authority). For any misrepresentation of Story products (including Premium Rate services) in promotional materials, The Promoter will be fully liable for being in breach of the relevant governing body Code of Practice or regulations and all subsequent costs and damages incurred, whether direct or consequential. Story reserves the right to cease such services from operating, with or without prior notice to The Promoter.

3. The Promoter can decide the rate of promotion to maximize its profit.
4. The promoted service will consist of Story's standard products and prices, where commission structure is applicable as shown in the table below. Please note that the commissions shown below are only applicable to agents whom are using Story's style of adverts.

Type of product	Number range / Short Code	Cost to caller	Payback
Dial Now (International calling service from a UK landline)	08/09xxx _____ and all other numbers allocated, as listed in monthly invoice issued by Story to The Promoter and as amended from time to time	Depends on destinations, call cost starts from 1p.	15% on the total call cost made by customers
Text & Talk (International calling service from both mobiles and landlines)	0208 497 _____ Keyword: _____ and all other numbers and keywords allocated, as listed in monthly invoice issued by Story to The Promoter and as amended from time to time	£5 or £10 per top up via reverse premium rate sms billing	15% on the total cost of top-ups made by customers
E-topup (International calling service from both mobiles and landlines)	A unique link/script provided by Story	£5 or £10 or £20 via online purchase	15% on the total cost of top-ups made by customers

5. Story will report to The Promoter daily on the volume of customer calls and topups made through The Promoter access numbers and keywords and Story will pay The Promoter via bank transfer or cheque the commission due to The Promoter within 60 days after the end of the calendar month to which the commission refers to.
 6. No commission will be issued to The Promoter if the total commission generated excluding VAT is less than £10 per month. All commission must be claimed within three months from the date when the statement is sent to The Promoter. Failing which, all commission due to The Promoter during this time will be forfeited with or without prior notice to The Promoter.
 7. After the first 6 months of this agreement, Story will not be obliged to pay The Promoter commission in respect of any month where the total monthly spend (inclusive of VAT) generated by The Promoter clients total less than £250.00 (i.e. commission of £37.50 or less) or when The Promoter cease the promotion of Story's services. Proof of promotions must be provided by The Promoter to Story at least once a month.
 8. The Promoter will be given 1% introductory commission on the total commission earned by agents or clients introduced to Story by The Promoter.
 9. This agreement will last for an initial period of 12 months, and will be automatically renewed thereafter for successive 12-month periods provided The Promoter remains active (i.e. there is a continuous monthly advertising of Story's services in The Promoter's media and where total monthly spent, inclusive of VAT, generated by The Promoter's clients total above £250.00).
- Story will have the right to terminate this agreement at any time if The Promoter commits a material breach of this contract. The Promoter can withdraw from this contract at anytime by giving Story a one month written notice in advance. Termination will not affect The Promoter right to commission earned up to the date the contract ceases.
10. The Promoter recognises and agrees to the confidentiality involving this contract and must not disclose any terms and commissions relating to this contract to anyone, other than necessary. The

Promoter also accepts full responsibility for any direct or indirect damages resulting from the disclosure of all or parts of this contract to any person or company and agrees to reimburse in full the loss of income and potential income to Story within sixty days of the first written notice from Story.

11. Liabilities: In the unlikely event of cessation of service for any reason, Story's liability will be limited to commissions accrued at the date of cessation. Story will not be liable for any costs or impacts of events outside its reasonable control, including but not limited to Force Majeure: war or military operations, insurrection, civil disorder, industrial disputes (whether or not involving Story staff), obligations of Story suppliers, weather, lightning, flood, fire, explosion, local or wider emergency, actions by central and other government, highways authority, regulatory authority, Story compliance with regulations, treaties or other agreements.
12. All translations and recordings produced by either party remain the sole copyright of Story and Story will not be liable for any dispute over the retrieval of such materials for future use.
13. Retentions: In the event of a retention being placed on Story, e.g. by BT due to suspected fraud, Story reserve the right to pass the retention on to The Promoter. Retentions refer to retention of commissions (alias "paybacks") until investigations and decisions are complete, when the retention is either a) not released at all or b) released in full or part.
14. Data Protection: The Promoter will observe legal and regulatory provisions e.g. The Promoter will hold Caller Line Identities and needs to comply with Data Protection laws.
15. Confidentiality: Both parties will protect suitably and not divulge to any third party any information that is confidential to the other nor will they use such information except as the other agrees here or otherwise in writing. These obligations apply for the maximum time permitted in law.
16. No waiver by Story of any of its rights under this agreement will affect the enforcement of those rights at a later date.
17. To be effective, any variation to the terms of this agreement must be made in writing and signed by The Promoter and Story.
18. English law will govern this agreement between Story and The Promoter, subject to the non-exclusive jurisdiction of the English courts.