

# PARTNER AGREEMENT

**Carphone Warehouse**

— BUSINESS —

# AIRTIME & HARDWARE APPLICATION

Personal Details			
Full Trading Name			
Limited Company/Sole Trader/ Partnership/Other? Please specify			
Registered Name			
Registered Address			
Parent Company or Associations with additional companies.			
Full Trading Address			
Post Town		Postcode	
Landline		Fax No	
Mobile Number(s)			
Email		Website	
Company Registration No		VAT No	
Date of Incorporation		Number of years trading	
Financial Year End		Annual Turnover	
Primary Partner Principal			
Primary Partner Principal Email			
Business Owner details, Named Directors & 25%+ shareholders (continue on additional page)			
Name / Names			
Address			
Postcode		Mobile Number	
Name			
Address			
Postcode		Mobile Number	
Please continue on separate sheet if applicable			
Nature of Business			
Business Type - Please tick <b>ALL</b> that apply	B2B	Call Centre	Retail
Industry Sector - Please tick <b>ALL</b> that apply	Mobile	Fixed Line	IT
			Web
			Other
			Energy
			Other
Current Mobile Distributor			
Please give details of your currently mobile distributor(s)			
How did you hear about Carphone Warehouse Business			
Please tick one	Trade Press	Web Search	CPW Email
			Referral
			Trade Show
Other - please specify			
I would like to receive discounted prices for mixed electricals from our sister company Currys PC World Business			
Laptops & PCs & Computing		Network & storage	
Audio & Audio Accessories		Cameras & Components	
Tv & Entertainment,TV Accessories & Projectors		Kitchen appliances	
Mobile Phones		Small Appliances	
What is your current annual mixed electrical spend?			
Dont forget to enclose the following documentation			Tick
Director & Shareholders over 25% Name, Address and Business title on company headed paper, including			
Business Proof (utility bill less than 3 months old) & Directors personal utility bill dated within last 3 months			
Bank details on company headed paper, including BIC/Swift number			
Completed Personal Guarantee counter signed (Limited companies only) first and second signatures			
Most recent submitted accounts in support of your application (sole traders and partnerships only)			
Personal proof of identity for ALL Directors/Partners (driving license or passport, personal utility bill dated within last 3 months)			
Declaration (Standard Carphone Warehouse Business Partner Terms)			
By signing below I accept that I have read, understood and agree to abide by the standard Carphone Warehouse Business terms, the current version of which is attached (as may be updated from time to time and published on partners.carphonewarehouse.com).			
SIGNATURE		Date	
PRINT NAME			

# ADDITIONAL DIRECTORS & SHAREHOLDERS

Business Owner details, Named Directors & 25%+ shareholders		
Name		
Address		
Postcode	Mobile Number	
Business Position		
Active from		

Business Owner details, Named Directors & 25%+ shareholders		
Name		
Address		
Postcode	Mobile Number	
Business Position		
Active from		

Business Owner details, Named Directors & 25%+ shareholders		
Name		
Address		
Postcode	Mobile Number	
Business Position		
Active from		

Business Owner details, Named Directors & 25%+ shareholders		
Name		
Address		
Postcode	Mobile Number	
Business Position		
Active from		

Business Owner details, Named Directors & 25%+ shareholders		
Name		
Address		
Postcode	Mobile Number	
Business Position		
Active from		

Previous Directors		
Name		
Business Position		
Active from	Resignation date	
Name		
Business Position		
Active from	Resignation date	
Name		
Business Position		
Active from	Resignation date	

Shareholders over 25%		
Name		
Business Position		
Active from		
Name		
Business Position		
Active from		

# PERSONAL GUARANTEE

<b>Personal Guarantee</b>		
I / We, Herein the "Guarantors"		(full name/names)
of		(Full home address)
Guarantee the obligations of the following Partner Herein the "Partner"		(Full name of partner)

## To: The Carphone Warehouse Ltd T/A Carphone Warehouse Business (the "Company").

- The Company and the Partner are considering entering to the Carphone Warehouse Business Partner Terms and Conditions (the "Terms") for the supply of goods, services and credit facilities to the Partner by the Company
- In order to induce Company to enter into the Terms with the Partner, the Guarantor has agreed to guarantee the obligations of the Partner under the Terms, as set out in this Guarantee.
- The Guarantor hereby covenants with the Company and unconditionally and irrevocably guarantees due and punctual performance of each obligation of the Partner contained in the Terms and to pay and discharge on demand all and any sums, liabilities, costs and expenses now or hereafter properly accrued and due and payable to Company, upon demand and with out proof, conditions, counterclaim, set-off or deduction, including:
  - debts which are due to the Company, including future debts (and including in particular debts arising under the clauses marked "clawback" under the Terms);
  - the Partner's actual or contingent liability to Company, including the whole of any liability which is incurred jointly with another person; or any interest, charges or expenses (however they are incurred), by reason of the Partner's failure to perform such obligations or otherwise.
- Indemnity: The Guarantor hereby indemnifies and agrees to keep Company fully and effectually indemnified from and against any and all losses costs actions proceedings claims damages expenses (including reasonable legal costs and expenses) or liabilities whatsoever suffered or incurred directly or indirectly in consequence of a breach by the Guarantor of the provisions of this Guarantee or from or out of any breach non-performance or non-observance by the Guarantor of any of the conditions, obligations, representations, warranties and undertakings on the part of the Guarantor in relation to the Partner.
- Continuing Security: This Guarantee is to be binding on the Guarantor as a continuing security and the obligations of the Guarantor hereunder are independent of those of the Partner and therefore, Company shall not be required to take any proceeding or exhaust any remedy which it may have against the Partner prior to calling on the Guarantor to satisfy the indemnity and/or obligations as set out in this Guarantee.
- Right of Set-Off: Company may, without notice to the Guarantor, apply or otherwise withhold or set-off any out standing balance due or payable to the Guarantor under any separate contract, terms or other contractual arrangement in or towards satisfaction of any sum then due and payable from the Guarantor under this Guarantee by reason of the Guarantor's failure to perform its obligations under the Terms.
- Company's Discretion: Company shall be at liberty at all times whether before or after any demand hereunder without prejudice to this Guarantee and without discharging or in any way affecting the Guarantor's liability hereunder to:
  - grant to the Guarantor any time or indulgence;
  - deal with, exchange, renew, vary, release, modify or abstain from perfecting or enforcing any guarantees or rights which it may now or hereafter have from or against the Guarantor;
  - compound with, discharge, release or vary the liability of the Guarantor or concur in, accept or vary any compromise arrangement or settlement with the Guarantor or any other person or concur in or vary any deed of arrangement or deed of assignment which might be executed by such persons for the benefit of creditors; or
  - release compound with discharge or modify the liability of the Guarantor here under or make any other arrangement with the Guarantor as the parties hereto may decide.
- Principal Debt: As a separate and independent stipulation, the Guarantor agrees that all sums of money properly owing by the Guarantor to Company as a result of the Guarantor failing to comply with any obligations, specifications or other terms hereunder which may not be recoverable from the Guarantor, will nevertheless be recoverable from the Guarantor as sole or principal debtor in respect thereof and shall be paid or repaid on demand in writing made by Company.**
- Performance: The obligations of the Guarantor set out herein represent a continuing indemnity and shall remain in force until any or all indebtedness owed or incurred by the Partner shall have been paid in full and such obligation shall not be affected by:
  - any change to the Partner's obligations to Company;
  - any granting of time or indulgence;
  - any settlement or release agreed with Partner or any other Guarantor;
  - any invalidity, illegality or voidness of the Partner's obligations to Company;
  - any other event which would not discharge Guarantor if Guarantor were jointly liable with the Partner to pay all amounts due to the Company.
- Joint and Several: Each of the Guarantors shall be jointly and severally liable for any and all obligations or liabilities of the each, any and all of the Guarantors under this Guarantee.

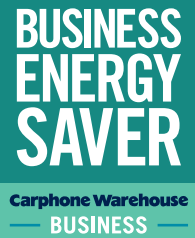
## Dixons Carphone Group statement of modern slavery

Our Group Statement on Modern Slavery, which includes a link to our Policy can be found at <http://www.dixonscarphone.com/our-responsibilities/modern-slavery-statement>. We expect all of our suppliers and partners to operate in a manner which does not conflict with this Policy and to respond to all reasonable requests for information that will allow Dixons Carphone to fulfil its own obligations.

<b>We do not export mobile hardware or mixed electricals*</b>			
Yes		No	
<b>Signed by below named to give this guarantee</b>			
First Guarantor		Date	
<b>Witness</b>			
Address			
Declaration by the Witness: I am satisfied that the person signing this guarantee is the person whose name appears at the top of this page.			
Signature		Date	
Print Name			
<b>Signed by below named to give this guarantee</b>			
Second Guarantor		Date	
<b>Witness</b>			
Address			
Declaration by the Witness: I am satisfied that the person signing this guarantee is the person whose name appears at the top of this page.			
Signature		Date	
Print Name			

# ENERGY PARTNER FORM

Please complete all sections and return your completed form to your point of contact at Carphone Warehouse Business. All personal data you provide to us on this form will be held securely in accordance with our privacy policy. A copy is available on request.



Partner Contact Details			
Full Trading Name			
Primary Contact			
Position			
Telephone Number		Mobile Number	
Email Address		Website	

Partner Company Details			
Business Type			
Company Registration No		VAT No	
Address			

Current Energy	
Do you currently sell Energy?	
Current Energy Provider	
Where did you hear about us?	

Commission Statement to be sent to:	
Name	
Email	
Phone Number	

Partner Banking Details	
Bank Name	
Bank Address	
Name of Account Holder	
Bank Account Number	
Sort Code	

Declaration (CPW Business and Fidelity Energy Ltd Terms and Conditions)			
By signing below I accept that I have read, understood and agree to abide by the CPW Business Partner terms, the current version of which is attached (as may be updated from time to time and published on partners.carphonewarehouse.com).			
SIGNATURE		Date	
PRINT NAME			

Tick here to indicate that you have read and agree to the terms presented in the Terms and Conditions agreement for both CPW Business and Fidelity Energy LTD.

# APPLICATION

Useful Contacts: who in your business would you like to receive the follow information?		
<b>Web Contact</b> – access to the online Support Suite to raise tickets for support.	Full Name	
	Email	
	Contact Number(s)	
<b>Finance Contact</b> – receives Payment Packs, invoices and credit notes.	Full Name	
	Email	
	Contact Number(s)	
<b>Sales Contact (s)</b> - authorised to place orders and receive related confirmation emails	Full Name	
	Email	
	Contact Number(s)	
	Full Name	
	Email	
	Contact Number(s)	
	Full Name	
	Email	
	Contact Number(s)	
<b>Supplier Contact</b> – receives despatch & returns notifications	Full Name	
	Email	
	Contact Number(s)	
<b>Primary Marketing Contact</b> – receives emails, contact for incentive updates & liaison for any requests from our Marketing Team	Full Name	
	Email	
	Contact Number(s)	

**ONCE COMPLETED PLEASE SEND TO:**

**INDIRECT SALES TEAM  
6TH FLOOR, MERCK HOUSE,  
SELDOWN,  
POOLE,  
BH15 1TW**