

PREMIUM RATE TELECOM PREMIUM RATE AGREEMENT

1. Definitions

1. "The Company" means Premium Rate Telecom Limited its successors or assignees, located at PO Box 353, Witney, OX28 1WA, United Kingdom
2. "The Associate" and "The Promoter" mean the person firm or Company, which has made an application to promote one or more of the Company's Premium Rate Services as stipulated on page 2 of this contract.
3. "ICSTIS" means The Independent Committee for the Supervision of Standards of Telephone Information Services and or any other statutory regulatory body for the supervision of the services.
4. "Services" mean any telecommunications service or recorded information service supplied to the Associate.

2. Status

3. On receipt of this agreement signed by you and subsequent approval by the Company, you are authorised to represent yourself as a promoter of the Company's Premium Rate Services as stipulated on page 2 of this contract.
4. This agreement sets out the terms on which the Associate may promote to the public, the services supplied by the Company.
5. You agree that your status is that of an independent self-employed promoter of the products & services and that you are not the Company's agent or employee. You agree that you are not authorised to incur any obligation or liability on behalf of the Company and agree that you will not purport to do so. You are responsible for all expenses you incur in running your business and promoting the services, including any advertising costs and taxation and you agree to keep proper business records.

3. Your Obligations

1. To promote the services and to comply with the Company's guidelines when doing so.
2. To operate your business in a lawful, ethical and moral manner, to comply with the Company's policies, procedures and the current codes of ICSTIS.
3. To do nothing that may bring the company, its services, its employees or any other Associate into disrepute.
4. To use and refer only, to artwork which has been approved in writing by the Company, when promoting the Company's services.
5. Not to use the Company's trademarks or trade name without the Company's prior written permission.
6. The Associate will be responsible for the payment of any fines imposed by ICSTIS that are as a direct result of your act of neglect and or breach of the ICSTIS code of conduct.
7. The Associate agrees that the Company has the right to refuse to provide services to you, if in the Company's opinion you are acting in a manner, which could be detrimental to the Company.
8. The Associate agrees to keep detailed records of all advertisements placed which promote any of the Company's services.

4. Obligations & Liabilities of the Company

1. The Company agrees to provide you with the services at the Company's current prices and to use reasonable efforts to maintain service, subject to the network and/or service providers' provision of services to the Company.
2. The Company agrees to pay you all bona fide commissions due to you as set out or announced from time to time, on a monthly basis in arrears.
3. At no time has the Associate been promised or guaranteed by the Company or its Officers, that definite or any financial gains can be made by purchasing this business opportunity and the Company cannot be held liable for the Associates trading results.
4. Unless otherwise expressly stated, our liability in contract, tort or otherwise (including liability for negligence) however arising, shall be limited to a maximum of £250 in respect of all events arising in any twelve month period.
5. We shall not be liable for any breach of our obligations under this agreement to the extent that the same is caused by any factor outside of our control.
6. We shall not be liable for any loss, damage or injury to you whatsoever and howsoever caused whether direct or indirect, consequential or contingent and whether foreseeable or not. In particular we shall not be liable for any loss of business, contracts, savings, revenue, use or goodwill nor for the loss or corruption of data transmitted over our systems.
7. We shall not be liable for any fine imposed on the Company by ICSTIS, which occurs as a result of the Associates negligence or a breach of the ICSTIS code of practice.

5. Termination

1. The Company may terminate this agreement.
 - a) If in the Company's opinion you or your agents are acting in a manner, which could be detrimental to the Company.
 - b) If you are in breach of the ICSTIS code of conduct as a result of your intentional or unintentional act of neglect.
 - c) If your line/lines have not produced minimum monthly revenue of £25 for a period of 3 consecutive months.
 - d) On termination of this Agreement, you shall be entitled to any commission due up to and including the date of termination, unless you are in breach of your obligations under this agreement see section 3).
 - e) On termination of this Agreement you will immediately cease to use the Company's name and logo for any purpose and shall immediately cease to hold yourself out as a promoter of the services or having any association with the Company.
 - f) On termination of this agreement you will immediately pay all sums due to the Company.

6. The Agreement

1. English law governs this Agreement and the parties to it submit to the jurisdiction of the English Courts.
2. This Agreement comprises the terms set out in this document and forms the terms of our agreement.
3. There are no oral terms, written terms may be amended in writing only and signed by an authorised representative of the Company.
4. You are not permitted to assign or transfer your position as a promoter, or if you are in partnership make any change to the identity of the partners of that partnership, to any other person without the written agreement of the Company.
5. The Company may deduct any amount you owe the Company from any amount it owes you.

6. During the term of this agreement and for a period of twelve months from the date of termination, the Associate agrees not to circumvent or attempt to circumvent the Company or its services and hereby agree that you will not make any contact with, deal with, or otherwise involve in transaction with any suppliers, corporations or individuals introduced by the Company. This agreement is also effective for your employees and associates.
7. The Associate will inform the Company if you are or become registered for VAT.

This agreement is entered into between Premium Rate Telecom Limited

And (your name).....

Trading name (if applicable).....

Registered address.....

.....

For the purpose of this agreement, "information" means all documents, reports, ideas, concepts and information of whatever nature relating to the services and methods of promotion, which the Company may at anytime supply or disclose to you.

1. The parties will retain complete confidentiality regarding the agreement, other supplied information in any form and each other's business sources, from the date of this agreement.
2. The Associate, or employees of the Associate, will not use or disclose or permit the use or disclosure by any person, of the information to any third party, (save in respect of information in the public domain, which has not become public through a breach of confidence).
3. Upon our written request, or if either you or the Company decide to terminate this agreement, return to the Company promptly all written material (in whatever form) relating to the information and all copies thereof.
4. Confirm to the Company in writing, that all copies of the information, which have been transferred by you on to a computer hardware system, have also been removed.

Please confirm your agreement to the foregoing, by signing and returning this agreement, to the Company.

Associate's signature.....Date.....

Service(s) requested.....Pence per minute.....

Amount to be enclosed.....

Signed on behalf of the Company.....

Date.....

**THIS COPY OF OUR TERMS AND CONDITIONS SHOULD BE SIGNED
AND RETURNED WITH YOUR PREMIUM RATE LINE REQUEST FORM.
WE WILL THEN SEND A SIGNED COPY BACK TO YOU!**

-----PLEASE DO NOT WRITE BELOW THIS LINE-----

Premium Rate Number(s) allocated (to be completed by the Company).....

Please mail payment, signed terms and conditions and request form to:

**Premium Rate Telecom Limited, PO Box 353, Witney, OX28 1WA, United Kingdom
Your line(s) will be issued to you once your payment has cleared.**

Contact Us

Tel: +44-1993-705864

Fax: +44-1993-706764

Email: info@premiumratetelecom.com

PREMIUM RATE LINE REQUEST FORM

Yes! I wish to operate an exclusive Premium Rate Service in conjunction with Premium Rate Telecom Ltd. I agree to pay the registration fee for each number allocated, as listed below. I also understand that I am not liable for any further set up charges, or monthly fees from Premium Rate Telecom Ltd., in the provision of this service. I shall be paid at the per minute rate shown on PRT's Web Site for the type of line(s) I am buying and be subject to the terms and conditions. My requirements are as follows (please tick):

Type Of Service	No. Required	Fee per No.	Total
(1) My own Recorded Information Service- Details: _____	()	£99.00	£-----
(2) Virtual Chat Service	()	£99.00	£-----
(3) Horse Tipping Service/Racing Rumours	()	£99.00	£-----
(4) Psychic Reading Service	()	£99.00	£-----
(5) Tarot Live*/Recorded* (delete as required)	()	£99.00	£-----
(6) Gay Virtual Chat Service	()	£99.00	£-----
(7) Adult Recorded Stories	()	£99.00	£-----
(8) Voyeur Line Service	()	£99.00	£-----
(9) Live Adult HARD Sex 121 service	()	£99.00	£-----
(10) Live Adult SOFT Sex 121 service	()	£99.00	£-----
(11) American Connection	()	£99.00	£-----
(12) Joke line	()	£99.00	£-----
(13) Premium Rate LIVE service - Independent LIVE service – (please give details of proposed service)	()	£99.00	£-----
		Total	£-----

CLIENT DETAILS:

Name: _____

Address: _____

P.Code: _____

Tel: _____ **Fax:** _____ **Email:** _____

I confirm that I have read, signed and returned the terms and conditions and understand that I shall be bound by these, the ICSTIS Code of Practice & the terms, which bind Premium Rate Telecom Ltd with the Telephone Network Operators.

SIGNATURE OF CLIENT: _____ **DATE:** _____

PLEASE SEND CHEQUES / POSTAL ORDERS MADE PAYABLE TO – PREMIUM RATE TELECOM LTD. (WITH SIGNED COPY OF TERMS AND CONDITIONS AND THIS FORM)