

Thursday, October 18, 2007

Mr James Smith,  
Hypernet Pty Ltd,  
Level 4, 275 Alfred Street,  
North Sydney NSW 2060

**Agent Agreement With Hypernet Pty Ltd (No. WA000)**

Dear Madam,

This letter/agreement sets out how Exetel Pty Ltd and Hypernet Pty Ltd could work together to produce ADSL revenue to our mutual benefits. This letter also includes some of the processes whereby the ADSL revenue will be obtained and retained and what procedures are needed to be implemented to ensure that both parties to this agreement achieve their objectives.

**1) Limitation Of This Agreement**

This agreement is that of 'a principal to an agent'. Hypernet Pty Ltd may not, under this agreement or in any other way, represent themselves as in any way connected to or with Exetel Pty Ltd other than as an agent for Exetel's ADSL access services. Specifically and emphatically Hypernet Pty Ltd may NOT re-sell or re-brand Exetel's ADSL services in any way nor represent the services as being provided by Hypernet Pty Ltd.

**2) Area Covered By This Agreement**

Sydney – North Sydney

**3) Duration Of This Agreement**

This agreement, subject to it being signed by both parties within 14 days of the date of this letter, will operate until it is terminated in writing by either party or if no new customer applications are received with Hypernet Pty Ltd number on them for a period of 90 days.

After this agreement ends commissions will still be paid to Hypernet Pty Ltd for as long as the customers brought to Exetel Pty Ltd remain billing on the contracts/plans originally signed by them for a period of 90 days or until the end customer ceases to use the service; whichever is the shorter period.

#### **4) Products/Services To Be Sold Under This Agreement**

The services that Hypernet Pty Ltd is authorized to offer on behalf of Exetel under this agreement are:

- a) ADSL Access and Excess Services as defined in Exetel's price lists.
- b) Wireless Access and Excess Services as defined in Exetel's price lists.
- b) Installation services as determined by Hypernet Pty Ltd that will ensure that the end user quickly and efficiently connects to the Exetel ADSL service.
- c) Hardware products directly provided by Hypernet Pty Ltd at pricing and under terms and conditions set by Hypernet Pty Ltd.
- d) Installation of Exetel ADSL services for non Hypernet Pty Ltd generated customers at a fixed cost of \$90.00 (with an onsite time limit of 30 minutes)
- e) Wire line telephone services as defined in Exetel's price lists.
- f) Mobile telephone services as defined in Exetel's price lists.
- g) HDSL Access and Excess Services as defined in Exetel's price lists.

#### **5) Basis Of Commission Payment**

Exetel will pay commission to Hypernet Pty Ltd for contracts signed by organisations or individuals using Exetel's on line application forms for ADSL service. No other method of applying for ADSL services will be accepted or commissionable.

A form submitted directly by the customer using the online application processes will only be credited to the Hypernet Pty Ltd if the applicant enters Hypernet Pty Ltd number in the designated place on the application form.

#### **6) Registering A New Customer For ADSL With Exetel**

It is the responsibility of Hypernet Pty Ltd to explain to the customer how to complete the ADSL on line application form. It is Hypernet Pty Ltd responsibility to ensure that the correct agent code is put on to the application form.

It is Exetel's responsibility for processing the application and ensuring that the nominated number can be activated for an ADSL service.

Once the customer submits an application form the responsibilities for activating the ADSL service are divided between Exetel and Hypernet Pty Ltd as follows:

- a) all contact regarding the processing of that application with Telstra Wholesale will be directly between the applicant and Exetel's provisioning department or via the on line facilities provided for this purpose.
- b) all advice on what hardware to use and how to configure that hardware (in the event that the customer does not acquire an ADSL modem from Exetel) is Hypernet Pty Ltd responsibility.

**7) Activating The Customer’s ADSL Access**

It is Exetel’s responsibility to register and assist the customer, via telephone, to install any Exetel provided ADSL modem required to provide access to Exetel’s ADSL service.

It is Hypernet Pty Ltd responsibility to assist the customer connect any non- Exetel provided modem, if that assistance is necessary.

In the event, for whatever reason, Exetel Pty Ltd is unable to effect the connection no commission or any other financial consideration will be paid to Hypernet Pty Ltd. In the event that on-site assistance is required to activate the ADSL service it is the responsibility of Hypernet Pty Ltd to provide that service on whatever basis is agreed between the two parties.

**8) Revenue Stream For Hypernet Pty Ltd**

Exetel will pay Hypernet Pty Ltd a flat percentage of 7.5% of the (ex GST) value of monthly access and monthly excess revenue derived from customers signed up by Hypernet Pty Ltd.

No commissions will be paid on set up fees or on modems supplied by Exetel Pty Ltd. Hypernet Pty Ltd is requested/encouraged to provide all necessary hardware and Exetel will sell hardware to Hypernet Pty Ltd at its buy prices plus a small handling fee if required. Hypernet Pty Ltd is encouraged to provide Netcomm modems and routers which can be purchased through Exetel Pty Ltd at very favourable prices.

This commission will be paid on, or around, the 25th of the month following the month in which the charges were billed. Any commission on accounts that are not paid by the customer will be deducted from the following month's commission and only reinstated when the customer pays the account.

**9) Applicable Law**

This agreement is governed by the laws of New South Wales. The terms and conditions of this agreement as outlined above constitute the whole of any agreement between the parties and are agreed by:

For: Exetel Pty Limited

For: Hypernet Pty Ltd

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**SCHEDULE A – AGENT CONTACT DETAILS**

Main Contact Name \_\_\_\_\_  
Telephone Contact Number \_\_\_\_\_  
Fax Contact Number \_\_\_\_\_  
Mobile Contact Number \_\_\_\_\_  
Email Contact Address \_\_\_\_\_

**FOR PAYMENT OF COMMISSION**

ACN \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Branch Address \_\_\_\_\_  
BSB Number \_\_\_\_\_  
Account Name \_\_\_\_\_  
A/C Number \_\_\_\_\_

**AGENT CAPABILITIES/PERSONNEL**

No Of Support Staff \_\_\_\_\_ No Of Consultants \_\_\_\_\_  
Will Do \$90/30 Minute Install Yes \_\_\_\_\_ No \_\_\_\_\_  
Mac Knowledge (tick one) Excellent \_\_\_ Reasonable \_\_\_ None \_\_\_  
Network Knowledge (tick one) Excellent \_\_\_ Reasonable \_\_\_ None \_\_\_  
Linux Knowledge (tick one) Excellent \_\_\_ Reasonable \_\_\_ None \_\_\_  
Cable/Splitter Installation Self \_\_\_\_\_ Sub-Contract \_\_\_\_\_  
Availability (give hours per day) \_\_\_\_\_  
Availability (give days per week) \_\_\_\_\_  
Languages Other Than English \_\_\_\_\_

## **SCHEDULE B – AGENT MODEM/ROUTER BUY PRICING**

<b>Manufacturer</b>	<b>Model</b>	<b>Buy Price</b>	<b>Delivery</b>
Netcomm	nb1	\$ 55.00	Inc
Netcomm	nb5	\$ 65.00	Inc
Netcomm	nb5plus4	\$ 75.00	Inc
Netcomm	nb5plus4W	\$115.00	Inc
Netcomm	NP542	\$ 40.00	Inc
Netcomm	NP543	\$ 40.00	Inc
Netcomm	NP544	\$ 40.00	Inc
Netcomm	EM1100	\$ 8.00	Inc with modem

The above prices include GST and delivery and may vary from time to time  
Payment is via credit card debited prior to shipment

### **AGENT AREA ACCESS**

Once you have returned this agreement you will be able to gain access to the dedicated agent area of the Exetel web site to view the customers you have signed up, your commission details and a discussion forum by using:

your agent code as the user name  
and the word password as the password

(please change the password as soon as you enter the agent area for the first time).

### **CONTACT FROM EXETEL**

In this SPAM conscious age Exetel will not email you with information. Should you wish to receive what Exetel deems to be useful information please register as an Exetel Agent Forum member and select “receive email information from forum administrators”.

Exetel also post whatever we think is useful on this forum and also encourages agents to ask questions and share experiences there.