

Tuesday, February 05, 2008

Mr J Smith,  
Communications Pty Ltd,  
Level 1, 111 Pittwater Road,  
Brookvale NSW 2100

**Telephone Agent Agreement With Communications Pty Ltd (No. T001)**

Dear Sir,

This letter/agreement sets out how Exetel Pty Ltd and Communications Pty Ltd could work together to produce telephone revenue to our mutual benefits. This letter also includes some of the processes whereby the telephone 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'. Communications 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 telephone access services.

Specifically and emphatically Communications Pty Ltd may NOT re-sell or re-brand Exetel's telephone services in any way nor represent the services as being provided by Communications Pty Ltd.

**2) 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

- a) it is terminated in writing by either party or
- b) no new customer applications are received with Communications Pty Ltd number on them for a period of 90 days or
- c) After two calendar years from the date of execution

whichever comes first.

After this agreement ends commissions will continue to be paid to Communications Pty Ltd by Exetel Pty Ltd for as long as customers signed up to use Exetel services continue to use those services.

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

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

- a) Wire line telephone Over Ride services
- b) Mobile telephone services
- c) VoIP telephone services

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

Exetel will pay commission to Communications Pty Ltd for contracts signed by organisations or individuals using Exetel's on line application forms for telephone services.

No other method of applying for telephone services will be accepted or commissionable.

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

#### **6) Registering A New Customer For Telephone Services With Exetel**

It is the responsibility of Communications Pty Ltd to explain to the customer how to complete the telephone on line application form. It is Communications 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 a telephone service.

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

- a) all contact regarding the processing of that application with The Carrier 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 and the physical installation of lines and hardware is Communications Pty Ltd responsibility.

#### **7) Activating The Customer's Service Access**

It is Communications Pty Ltd responsibility to assist the customer connect any hardware, 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 Communications Pty Ltd.

In the event that on-site assistance is required to activate the telephone service it is the responsibility of Communications Pty Ltd to provide that service on whatever basis is agreed between the end user and themselves.

### **8) Revenue Stream For Communications Pty Ltd**

Exetel will pay Communications Pty Ltd a flat percentage of the value of monthly revenue derived from customers signed up by Communications Pty Ltd on the following scale:

<b>Price List</b>	<b>Commission</b>
Telephone A	15.0%
Telephone B	20.0%
Telephone C	25.0%

No commissions will be paid on set up fees or on hardware supplied by Exetel Pty Ltd. Communications Pty Ltd is requested/encouraged to provide all necessary hardware and cabling and all other aspects of activating the service on the customer's site.

This commission will be paid on, or around, the 5th 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.

Exetel will provide a facility (on Price List B and Price List C) for the commission earned by Communications Pty Ltd to be substituted as a discount provided to the customer and shown on the invoice as a monthly lump sum discount for a nominated period. This discount will be described as "Hardware Discount" unless otherwise mutually agreed.

The maximum discount provided in this way cannot exceed the amount of commission due to be paid to Communications Pty Ltd in any one month.

### **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: Communications 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 \_\_\_\_\_  
PABX Knowledge (tick one)    Excellent\_\_\_ Reasonable\_\_\_ None\_\_\_  
Key Station Knowledge (tick one)    Excellent\_\_\_ Reasonable\_\_\_ None\_\_\_  
VoIP Knowledge (tick one)    Excellent\_\_\_ Reasonable\_\_\_ None\_\_\_  
Available For Contact Work    Self\_\_\_\_\_ Sub-Contract\_\_\_\_\_  
Availability (give hours per day) \_\_\_\_\_  
Availability (give days per week) \_\_\_\_\_  
Languages Other Than English \_\_\_\_\_

## **SCHEDULE B – Over Ride Pricing**

<b>Calling From</b>	<b>Calling To</b>	<b>Price Inc GST</b>
Capital Cities	Local Area	\$0.10 (per call)
Capital Cities	All Other Australia	\$0.08 (per minute)
Capital Cities	Any Mobile Number	\$0.25 (per minute)
<b>Price List A</b>	5 cents per call flag fall	
<b>Price List B</b>	15 cents per call flag fall	
<b>Price List C</b>	20 cents per call flag fall	

### **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 Communications Pty Ltd 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.