

1st April 2012

TEST Pty Ltd
Mr. Bob Sanders,
5001 Blossom Street, Waterloo, N.S.W 2017

Agent Agreement With TEST Pty Ltd (No. N000)

Dear Sir/Madam,

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

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

2) Area Marketed By This Agreement

NSW – Waterloo and surrounding areas

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:

- a) it is terminated in writing by either party or
- b) no new customer applications with applicable agent code attached are received with TEST Pty Ltd number on them for a period of 90 days

After this agreement is deactivated no further services will be provided by Exetel Pty Ltd and commission payments will cease.

4) Products/Services to Be Sold Under This Agreement

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

1. ADSL & Fibre Access and Excess Services as defined in Exetel's price lists.
2. Mobile Broadband Access and Excess Services as defined in Exetel's price lists.
3. Installation services as determined by TEST Pty Ltd that will ensure that the end user quickly and efficiently connects to the Exetel ADSL service.
4. Hardware products directly provided by TEST Pty Ltd at pricing and under terms and conditions set by TEST Pty Ltd.
5. Installation of Exetel ADSL services for non TEST Pty Ltd generated customers at a fixed cost of \$90.00 (with an onsite time limit of 30 minutes)
6. Wire line telephone services as defined in Exetel's price lists.
7. Mobile telephone services as defined in Exetel's price lists.
8. SHDSL Access and Excess Services as defined in Exetel's price lists.

5) Basis of Commission Payment

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

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

6) Registering a New Customer with Exetel

It is the responsibility of TEST Pty Ltd to explain to the customer how to complete the on line application form. It is TEST 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 service. Once the customer submits an application form the responsibilities for activating the service are divided between Exetel and TEST Pty Ltd as follows:

- a) All contact regarding the processing of that application with our suppliers 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 equipment from Exetel) is TEST Pty Ltd responsibility.

7) Activating the Customer's Access

It is Exetel's responsibility to register and assist the customer, via telephone, to install any Exetel provided modem required providing access to Exetel's internet service.

It is the responsibility of TEST Pty Ltd to assist the customer in connecting 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 TEST Pty Ltd.

In the event that on-site assistance is required to activate the service it is the responsibility of TEST Pty Ltd to provide that service on whatever basis is agreed between the two parties.

8) Revenue Stream for TEST Pty Ltd

For all products sold by TEST Pty Ltd the following commission rates will apply. Exetel will pay TEST Pty Ltd a percentage as identified in the table below (ex GST) of monthly access revenue derived from the customers signed up by TEST Pty Ltd. These commission rates are subject to change. No commissions will be paid on set up fees or on modems supplied by Exetel Pty Ltd.

Product	Upfront Commission	Ongoing Commission
ADSL1/2+ (via Telstra, Optus or AAPT)	\$10.00	3.00%
Fibre Broadband (Telstra/NBN/Opticomm)	-	3.00%
Mobile Broadband Post-Paid & Pre-Paid	-	3.00%
Optus Mobile CAP Plans	-	3.00%
Business Grade ADSL2+, SHDSL and Ethernet	-	7.50%
Wireline Preselect/Override	-	5.00%

TEST Pty Ltd is requested/encouraged to provide all necessary hardware and Exetel will sell hardware to TEST Pty Ltd at its buy prices plus a small handling fee if required. TEST 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 29th 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 and on behalf of
Exetel Pty Ltd
By an authorised representative

For and on behalf of
TEST Pty Ltd
By an authorised representative

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Manufacturer	Model	Buy Price	Delivery
Netcomm	NB5	\$ 35.00	Inc
Netcomm	NB6W	\$ 75.00	Inc
Netcomm	NB6+4W	\$ 115.00	Inc
Dynalink	RTA1046VW	\$ 140.00	Inc
Netcomm	EM1100	\$ 7.00	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.