

# PREMIUM PARTNER AGREEMENT

Agreement made on the \_\_\_\_\_ [Date]

Between Australian Telecommunications Pty Ltd ACN 88 099 741 590 trading as Arrow Voice and Data (*herein referred to as AVD*) of Level 6/66 Clarence Street, Sydney NSW 2000 and

Name \_\_\_\_\_

*Herein referred to as the Premium Partner (PP)*

Type of Business Sole Trader / Partnership / Company / Trust / Individual (*Please complete the Statement by a Supplier form*)

Business Name \_\_\_\_\_

ABN \_\_\_\_\_ Registered for GST \_\_\_\_\_ Yes / No

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

## 1. AGREEMENT

This agreement outlines the requirements and obligations which need to be adhered to by both parties when conducting business.

- 1.1 This agreement is issued for a period of six months and will be regarded as and referred to as the "initial period" and if successful for both parties the agreement will be re-established on a formal basis. If deemed not successful the agreement will lapse in its entirety.
- 1.2 PP undertakes to introduce telecommunications and data sales opportunities to AVD which when connected to AVD's customer base become the property of AVD.
- 1.3 PP will on request participate in joint visits to prospective customers as and when required.
- 1.4 PP is paid a commission structure as outlined under Clause 2 Commissions.
- 1.5 PP have no requirement to represent AVD's products or pricing or undertake direct sales activities or sales funding.

## 2. COMMISSION STRUCTURE

Commissions are paid in each case after the end customer has paid AVD their monthly invoiced statement. Payments to the PP are made on or around the 19<sup>th</sup> day of the following month. AVD reserve the right to change or alter the commission structure at any time.

### 2.1 Upfront Commission Schedule

Customer Spend Band	Customer Monthly Spend (Based on reoccurring monthly charges)	Referral Commission (Minimum 24 Month terms required)
Band 1	\$150 - \$499 ex GST p/mth	\$100 ex GST
Band 2	\$500 - \$999 ex GST p/mth	\$400 ex GST
Band 3	\$1,000 - \$2,499 ex GST p/mth	\$750 ex GST
Band 4	\$2,499 - \$4,999 ex GST p/mth	\$1,500 ex GST
Band 5	\$5,000+ ex GST p/mth	\$2,000 ex GST

Upfront commission is a once off payment based on the successful acquisition of a new customer to AVD. Payment is processed provided once the installations have been completed. There is no on-going commission payment beyond the initial once off payment.

All the monthly reoccurring charges (not voice or data usage) for any AVD products sold to a customer will be added up to determine the customer monthly spend. This includes Hardware based products, and network services such as voice and data.

Claw back of commission paid will be enforced in the event the customer breaches AVD contractual agreement within a 6 months period from the date of service installation.

AVD reserves the right to change commission rates and tiers providing our partners with 30 days written notice.

## 2.2 Commission Payment Disputes

The spirit of this agreement will encourage both parties to make every effort to satisfactorily settle any matter disputed; however, AVD will be the sole judge.

## 2.3 Formalized The Agreement As Successful

2.4 At completion of the “initial period” of six months and that both parties agree that the agreement has been a success AVD will formally advise the PP that the agreement has met their expectation and will continue on an ongoing basis.

## 2.5 Termination Of The Agreement

2.6 Both parties have the right to terminate the agreement for any reason by providing at least one months’ notice. Any outstanding commission payment will be made up to the termination date.

## 3. PRIVACY

AVD is committed to PP privacy. We are bound by our Terms and Conditions to ensure that the private information is collected appropriately and used only for the purpose it was collected. Information collected is kept secure and not used for any purpose other than what is detailed in AVD’s privacy charter.

For full details of AVD’s privacy policy refer to section 16 of AVD Terms and Conditions viewable online at <http://www.arrowvoice.com.au/terms/> and our privacy policy <http://www.arrowvoice.com.au/privacy>.

YOUR DETAILS FOR COMMISSION PAYMENTS	
BANK:	
BRANCH:	
BANK ACCOUNT NAME:	
BSB	___ / ___
ACCOUNT NUMBER	_____

SIGNED	
NAME:	

ARROW VOICE AND DATA	
SIGNED	
Brend Johnston Director Sales and Marketing	Tim Williams General Manager



Statement by a supplier

Complete this statement if the following applies:

- you are an individual or a business
you have supplied goods or services to another enterprise (the payer), and
you are not required to quote an Australia business number (ABN).

HOW TO COMPLETE THE STATEMENT

- Print clearly in BLOCK LETTERS using a black pen only.
Use BLOCK LETTERS and print one character in each box.
Place X in all applicable boxes.

Payers can check ABN records of suppliers by visiting abr.business.gov.au or phoning 13 72 26 24 hours a day, 7 days a week.

Section A: Supplier details

Your name

Grid for entering name details

Your address

Grid for entering address details

Suburb/town

State/territory

Postcode

Grid for entering suburb, state, and postcode

Reason/s for not quoting an ABN Place X in the appropriate box/es.

- The payer is not making the payment in the course of carrying on an enterprise in Australia.
The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week.
The payment does not exceed \$75, excluding any goods and services tax (GST).
The supply that the payment relates to is wholly input taxed.
The supply is made by an individual or partnership without a reasonable expectation of profit or gain.
The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia.
The whole of the payment is exempt income for the supplier.

The supplier is an individual and has given the payer a written statement to the effect that the supply is either:
made in the course or furtherance of an activity done as a private recreational pursuit or hobby, or
wholly of a private or domestic nature (from the supplier's perspective).

Section B: Declaration

For information about your privacy, visit our website at ato.gov.au/privacy

Under pay as you go (PAYG) legislation and guidelines administered by us, the named supplier is not quoting an ABN for the current and future supply of goods or services for the reason or reasons indicated.

Name of supplier (or authorised person)

Grid for entering name of supplier

Signature of supplier (or authorised person)

Large box for signature

Daytime phone number

Grid for entering phone number

Date

Grid for entering date (Day / Month / Year)

Penalties apply for deliberately making a false or misleading statement.

Do not send this statement to us. Give the completed statement to any payer that you are supplying goods or services to. The payer must keep this document with other records relating to the supply for five years.