

A Company Details

Company / Business Name

Trading Name

ABN

Website

Delivery Address

Suburb/Town

State Post Code

Postal Address

Suburb/Town

State Post Code

B Contact Details

Contact Name 1

Position

Phone ()

Mobile

Fax ()

Email

Contact Name 2

Position

Phone ()

Mobile

Fax ()

Email

C Trade Referee

Company Name

Contact Name

Address

Suburb/Town

State Post Code

Phone ()

Fax ()

D Payment

Bank

Branch

Account Name

BSB

Account Number

E Referral Information

How did you hear about TPG? Please let us know who referred you or where you saw/heard the advertisement.

F About your Company

What kind of products do you sell and/or what services do you offer?

If onsite services offered, what locations are serviced?

How do you promote your products? eg. newspapers, radio, word of mouth.

How long has this business been operating?

How many sales people?

How many staff do you have in your business?

How many technical people?

Customers may require central splitters to be installed, is your organisation Austel Certified? Yes / No

Is your location a shop front? Yes / No

Are you happy to receive onsite service referrals from TPG? Yes / No

Return this form by: Fax 02 9878 3877
In person 65 Waterloo Road, North Ryde, NSW 2113
Post PO Box 1844, Macquarie Centre, NSW 2113
Email dealers@tpg.com.au
Enquiries 1300 360 855 (option 6)

G Terms of Agreement

1. General:

- 1.1 This Agreement will commence from the date TPG approves the signed Direct Dealer Application Form and continue for an initial term of 3 months and thereafter on a month by month basis. This agreement can be terminated by either party at any time after the initial period, with or without cause.
- 1.2 The dealer agrees to achieve a minimum sales target of 15 or more TPG ADSL2+ plans per quarter. TPG reserves the right to terminate your dealership and cease all recurring commissions, should you fail to meet the quarterly sales target.
- 1.3 TPG reserves the right to terminate immediately and without notice this agreement with any dealer who, in TPG's opinion, is involved in activities which are detrimental to TPG's business interests.
- 1.4 All applications are subject to approval at TPG's discretion and will be qualified on receipt. Successful dealers will be contacted on completion and assessment of their application.
- 1.5 Commission will ONLY be paid after full payment has been received by TPG from a new registration introduced to TPG Internet with a Dealer Code on the client's registration form or Dealer Code on an on-line registration and where total commissions payable for the period or accumulated to that period exceed \$10. Upgrades or changes to existing accounts are NOT new registrations.
- 1.6 TPG reserves the right to terminate direct dealer agreement without prior notice with any dealer who is, in TPG's opinion, involved in selling or promoting TPG products and services or generating sales using outbound fax, Email and telemarketing campaigns and door to door sales.

2. The Direct Dealer:

- 2.1 Acknowledges that no products or services will be provided by TPG without full payment being received in accordance with the relevant product or service specifications and terms and conditions.
- 2.2 Acknowledges that any products or services sold will be billed by TPG directly to the end user client.
- 2.3 Will be paid the Dealer Commission while the agreement is active and commissions will not be payable once this agreement is terminated.
- 2.4 Acknowledges that commissions will only be paid on new and successful customer registrations received via the website or faxed application where dealer code has been included.
- 2.5 Will notify TPG Internet within 7 days if there are any changes to the company and/or contact details noted in the TPG Direct Dealer Application Form or the ownership of the Dealer's company or business. The TPG Internet Direct Dealership is not transferable.
- 2.6 Will be responsible for ensuring the end user customer has reviewed and agreed to the Terms & Conditions as outlined on the TPG Website.
- 2.7 Will not issue tax invoices in respect of commission.
- 2.8 Acknowledges the status of their GST Registration (with the Australia Taxation Office) at the time of signing this agreement, and will notify TPG of any changes to this status within 7 days of the change occurring.
- 2.9 The signatory below is authorised to make declarations on behalf of the Dealer's company regarding GST status.

- Registered for GST**
 Not registered for GST

2.10 Will notify TPG about the use of TPG logos and text translation in marketing & advertising material and will obtain prior approval from TPG.

3. TPG:

- 3.1 Will not provide products or services until full payment for these has been received.
- 3.2 Will pay commissions as listed on the TPG Dealer Commission Schedule. The TPG Dealer Commission Schedule is current as at the time this application was prepared but is subject to changes in offered plans and commission payments at any time. Commissions will be paid by direct deposit to the Dealer's bank account once per month (when applicable).
- 3.3 Will supply products or services which are currently promoted.
- 3.4 Will provide Administration and Service support where considered necessary.
- 3.5 The contact details provided on this application may be used to refer end-users to contact the Dealer directly and/or to issue end-user referrals to the Dealer. Please refer to the privacy policy on the TPG website.
- 3.6 Where applicable, will issue recipient created tax invoices in respect of the commissions earned by the dealer and payable by TPG.
- 3.7 Acknowledges that it is registered for GST at the time of this agreement and will notify the dealer if it ceases to be registered for GST or if it ceases to satisfy any of the requirements of the GST determination.

SIGNATURE

NAME

POSITION

DATE

Day Month Year

Office Use ONLY

Dealer Code

TPG staff member who approved

Date of approval

Day Month Year