

The Summit Group (Australia) Pty Ltd
Partner Agreement – Last Updated 1st July 2021

Background

- A. The Summit Group (Australia) Pty Ltd (hereby referred to as “Summit”) provides Internet related services including, but not limited to, Internet & Voice Services ("the Services").
- B. Summit provides the Services to the end user (“Customer”), either directly, or through an Approved Partner (“Partner”).
- C. Partners provide a separate and independent IT service to Summit, with the only correlating relationship being in the context of the Partner referring customers to Summit in the effort to develop Partner business interests and ongoing commission yields.
- D. The Partner is not an employee, representative or contractor of Summit and has no other relationship to Summit other than that set out in this Agreement.

Terms of Agreement (“The Agreement”)

1. Accurate Information

Summit will provide the Partner with accurate pricing and marketing information for the Services through Account Managers and the Summit website, summitinternet.com.au, and through email and written quotations.

The prices for the Services may vary from time to time due to the prices for options and international currency conversions varying. It is the responsibility of the Partner to ensure that the Partner has obtained the correct and current pricing for the Services direct from Summit, before quoting or advising or making any representations to the Customer as to the price or availability of the Services. The Partner shall be liable to the Customer for any discrepancies between Summit prices and those represented by the Partner.

The Partner agrees and undertakes that:

- a. The Partner will represent the Services and prices of Summit accurately.
- b. The Partner will sell the Services to Customers at the prices determined by Summit.
- c. The Partner will not charge Customers any commission, finder's fee or other charges for the Services, other than those set by Summit.
- d. The Partner will not represent himself as being an employee of Summit.
- e. The Partner will not provide any guarantees or warranties on behalf of Summit over and above those stated in the Summit Terms and Conditions.
- f. By receiving commission payments, the Partner is taken to have agreed to and be bound by the terms of the Partner Agreement.

2. Provision of Services

When a Partner submits an order either through the Summit web site or by other means, the Customer must enter into a Service Agreement with Summit and accept the Summit Terms and Conditions.

Partners must inform Summit of all transactions placed by the Partner or placed by Customers based on the Partner's efforts, or commissions will not be guaranteed to be paid by Summit on such Customers. Any Customer who has signed up with Summit without stating who referred them may be assigned to the Partner within 14 days of the Customer signing up with Summit, upon written notification from the Partner being served on Summit. Thereafter, the Partner forfeits all rights, including commissions in relation to the Customer.

Partners may impose additional terms and conditions under which the Partner provides services and/or products to Customers, but may not alter or amend the Summit Terms and Conditions or Acceptable Usage Policy in any way, whether in written form or by representation or undertaking.

Where Partner is an IT provider, the Partner is to undertake technical support for the Customer. Summit shall not bear costs for Partner labour for troubleshooting and supporting the Partners customer.

3. Commissions

- a. Commission will be paid to the Partner at the rate of 10% inclusive of GST for Complex Data & Voice Service and 5% inclusive of GST for Basic Data Services on the recurring monthly charges (excluding GST) for the selected product whilst the Partner is active and the Customer service is in contract. Where a service is not contracted, Commission will be paid for a maximum of 12 months.
- b. Commissions will be paid on the following services;
 - i. Basic Data Services Fixed Recurring Costs (5%)
 - ii. Complex Data Services Fixed Recurring Costs (10%)
 - iii. Voice Services Fixed Recurring Costs (10%)
 - iv. Other Services as prescribed by Summit from time to time;
- c. Recurring commissions are granted upon account renewal by the Customer.
- d. Partner Accounts for internal use and Demo, and any excess data charges are exempt from commission.
- e. Commissions are paid quarterly in arrears.
- f. If Partner has an ABN, a Tax Invoice must be lodged prior to any commission being paid by Summit else Summit will issue a Recipient Created Tax Invoice (RCTI).
- g. Commission is paid via Direct Deposit into in Australian Dollars.
- h. Commission is payable only on the Services which have been paid for by the Customer.
- i. Commission is paid on active Partner accounts only.
- j. Commission is only payable for accounts that Partner refers external to existing Customers or business accounts held with Summit.
- k. Commission shall not be paid on accounts or matters referred to Summit by the Partner where these accounts or matters are the private or business accounts of the Partner.
- l. Customers referred must be a separate, non-related entity to the Partner to be eligible for commissions.
- m. Where an inactive Partner is reinstated to Active status, previous commissions are not reinstated or back paid.
- n. Where there is an error in the calculated commissions or credits have been applied to the Customer, Summit may withhold payments, seek reimbursement from the Partner or make adjustments to future Partner commission payments.

4. Ownership

- a. Summit retains full ownership of the Customer in the context of all Services provided by Summit. Upon termination of this Agreement, the Customer remains the property of Summit.
- b. Partner account and earned commission is not transferable or saleable to any other party unless otherwise determined by Summit in its absolute discretion.

5. Suspension

Summit has the right to and may suspend Partner status if:

- a. The Partner breaches any of his or her obligations under the Agreement;
- b. The Partner holds more than one Partner account;
- c. The Partner is inactive in selling the Services for a period of not less than 12 months.

6. Termination

Either party may terminate this Agreement by giving the other party 14 days written notice of their intention to terminate.

Summit has the right to terminate Partner status and this Agreement if:

- a. The Partner breaches any of his or her obligations under this Agreement.
- b. The Partner does not sell any Service for 12 months and does not contact Summit annually to confirm the Partner's details.
- c. The Partner takes part in or encourages fraudulent activity in any context.
- d. The Partner brings Summit in to disrepute.

Upon termination of this Agreement for any reason, the Partner shall immediately:

- a. Cease holding himself/herself out and representing itself as an authorized or otherwise Partner of Summit;
- b. Cease selling the Services offered by Summit;
- c. Return to Summit any materials relating to the Services and all materials provided by Summit to the Partner during the course of this Agreement or provided by Summit to the Partner for the purposes of selling, marketing, promoting or supporting the Services or Summit;
- d. Return to Summit any Customer details, Customer cards or other information and materials relating to any Customers to whom the Services were provided during the course of this Agreement;
- e. Assign any goodwill associated with the Customers to whom the Services were provided during the course of this Agreement to Summit;
- f. Be restrained from canvassing, soliciting, marketing or otherwise contacting the Customers to whom the Services were provided during the course of this Agreement for a period of 12 months from the termination of this Agreement in respect of the Services provided by Summit.

7. Governing Laws

- a. This Agreement shall be governed by the laws of Victoria, Australia.
- b. This Agreement is subject to any applicable provisions of the Australian Consumer Law and in the event any provision of this Agreement conflicts with the Australian Consumer Law, that provision shall be severed and read down as far as possible to ensure compliance with the Australian Consumer Law.
- c. The goods supplied by Summit to you are subject to a statutory guarantees. Under these guarantees, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- d. Where the problem with goods or services provided by or through Summit is not major, we will at our discretion repair, replace or refund the product or fix the problem with the service.
- e. For a major problem with a product or service supplied by or through Summit, we will at our discretion have the right to choose whether to give a replacement or a refund.
- f. For a major problem with a service, you can choose compensation for the drop in value below the price paid, or a refund.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and any previous agreements, understandings or negotiations shall be superseded and replaced by this Agreement.

9. Modifications to Agreement


Summit reserves the right to vary or amend this agreement from time to time without notice.

Agreement Approval


SIGNED on the day of..... 20.....

Partner to sign:

SIGNED by an authorised person of

Company	
ABN or ACN	
Name & Position	
Signature	

Summit to sign:

SIGNED by an authorised person of The Summit Group (Australia) Pty Ltd (ACN 127 605 065) Greg Lipschitz (Director)	
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