

## **AUTHORIZED RESELLER AGREEMENT**

This agreement is made between Crazytel (hereinafter "Crazy Telecommunications PTY LTD"), an telecommunications carrier organized under the laws of Queensland, with its registered offices situated at Dudley St, West End, Brisbane Queensland 4101.

**WHEREAS**, Crazytel is in the business of providing retail telecommunications services, and

**WHEREAS**, Reseller is in the business of providing sales and marketing services to providers and consumers of telecommunications services, and

**WHEREAS**, Reseller desires to authorize to market Crazytel products to the terms and conditions contained in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements expressed in this instrument, the parties agree as follows:

1. Agreement. This Agreement consists of the Authorized Reseller Representative Agreement and any exhibits, addenda or other attachments signed by both parties.
2. Appointment of Reseller. Crazytel agrees to retain Channel Partner / Reseller as a non-exclusive representative to assist Crazytel in selling the Services to prospective Customers and Channel Partner / Reseller agrees to assist Crazytel in selling the Services to prospective customers pursuant to the terms and conditions set forth in this Agreement.
3. Independent Channel Partner / Reseller. Nothing in this Agreement shall constitute a party as legal representative or agent of the other party having the right or authority to assume, create or incur liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other party. One party's employees, agents and representatives shall not be deemed to be the employees, agents or representatives of the other party and each party assumes all responsibility for the supervision, control, acts and omissions of its own employees, representatives and agents. Consequently, neither party nor anyone employed by either party shall be considered an agent of the other party for purposes of Unemployment or Worker's Compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.
4. Order and Acceptance. The sale of Services will be deemed to occur only upon Crazytel acceptance, in its reasonable business discretion, of a fully completed and executed then current standard Crazytel agreement to receive Services ("Customer Agreement").

5. Customer Agreements are not binding until accepted by an authorized party in the employ of Crazytel. Crazytel will use its best efforts to activate sold Services as soon as reasonably practicable after Crazytel's acceptance of the fully completed and executed Customer Agreement. Crazytel will have the right, in its sole discretion, to reject any potential customer order for lack of credit worthiness or to discontinue or suspend Services for any reason permitted under the Customer Agreement.

5. Regulatory Activity. The commission rates set forth in this Agreement and/or Addendum are subject to the imposition of new regulation, modification of existing regulation, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state, and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges, surcharges, and/or taxes in reliance or as a result of the same (collectively, "Regulatory Activity"). Crazytel reserves the right, at any time, to modify the commission rates and/or other terms and conditions of this Agreement and/or Addendum to reflect the impact of such Regulatory Activity, including, without limitation, the impact of any actions by third parties in connection with such Regulatory Activity. This provision will survive any termination or expiration of this Agreement and/or Addendum.

6. Compensation. As compensation for Channel Partner / Reseller's services, Crazytel will pay to Channel Partner / Reseller commissions on collected Net Revenue according to the addenda attached hereto and incorporated by reference herein. Net Revenue is defined as gross revenue less any taxes, adjustment, credits, financing fees, bad debt, etc.. Crazytel will pay commissions within fifteen (15) days after the month in which customers procured by Channel Partner / Reseller pay an invoice. Notwithstanding any amendment to an addendum, after the termination of this Agreement, Channel Partner / Reseller will continue to receive commissions for service agreements procured by Channel Partner / Reseller during the term of this Agreement for as long as the customers procured by Channel Partner / Reseller continue to receive and pay for service from Crazytel, provided Crazytel has not terminated this Agreement for Channel Partner / Reseller's violation of the law. Notwithstanding the foregoing, Crazytel will pay commissions only after the accrued amount reaches \$100.00. Disputes regarding commissions must be submitted in writing by Channel Partner / Reseller within six (6) months of receiving payment. Channel Partner / Reseller waives its right to dispute commission payments more than six (12) months old.

7. Indemnification.

- a. Crazytel will indemnify, defend and hold harmless Channel Partner / Reseller, including all its officers, directors, employees, agents and affiliates, from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs and expenses including without limitation, interest, penalties and attorney's fees which at any time may be asserted against or suffered by any or all of them, directly or indirectly, which arise out of Crazytel conduct in the performance of its duties hereunder. Notwithstanding the foregoing, Crazytel will not indemnify Channel Partner / Reseller against claims asserted by Channel Partner / Reseller's members arising out of service(s) provided by Crazytel to Channel Partner / Reseller's members.

- b. Channel Partner / Reseller will indemnify, defend and hold harmless Crazytel, including all its officers, directors, employees, agents and affiliates, from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs and expenses including without limitation, interest, penalties and attorney's fees which at any time may be asserted against or suffered by any or all of them, directly or indirectly, which arise solely as a result of Channel Partner / Reseller's negligence in the performance of its duties hereunder.

8. Limitation of Liability.

- a. Except for each party's undertaking to indemnify the other in Section 7, neither party will be liable to the other for anything other than commissions with respect to this Agreement except for the party's gross negligence or willful misconduct. Neither party will be liable for consequential, incidental, special or indirect loss or damage of any kind. Crazytel will have no liability to Channel Partner / Reseller for commissions that might have been earned under this Agreement due to the inability or failure of Crazytel to provide services to any person or legal entity solicited by Channel Partner / Reseller or in the event of discontinuation or modification of such services. Nothing in this Agreement shall be construed to create a third-party beneficiary relationship with any of Channel Partner / Reseller's customers. Crazytel liability to Channel Partner / Reseller's customers, if any, shall be limited according to Crazytel's applicable tariffs and customer agreements.
- b. *Channel Partner / Reseller shall be solely and singularly responsible for payment of any commissions owed to Channel Partner / Reseller's employees, agents or representatives. Nothing contained herein shall be construed to create any obligation by Crazytel whatsoever to pay commissions to any of Channel Partner / Reseller's employees, agents or representatives. Channel Partner / Reseller warrants and represents that it shall fully and faithfully pay commissions owed to its employees, agents and representatives. Channel Partner / Reseller shall indemnify and hold harmless Crazytel from and against any and all claims by any of Channel Partner / Reseller's employees, agents or representatives for payment of commissions. Crazytel shall have no responsibility for the payment or withholding of taxes in connection with any commissions due hereunder.*

9. Trade Secrets. The parties expect that each of them, in the course of rendering services to the other pursuant to this Agreement, may have access to information relating to the other party's financial plans, techniques and processes, customers, proprietary know-how or marketing plans. All such information and this Agreement are trade secrets that the parties shall not disclose, directly or indirectly, or use in any manner, either during the term of this Agreement or at any later time except as required in the course of the parties' performance of this Agreement or as required by law.

10. Term and Termination. The term of this Agreement shall be for Two (2) year commencing on the date first written above and shall be renewed automatically thereafter for succeeding terms of one (1) year unless terminated as follows:

- a. Crazytel or Channel Partner / Reseller may terminate this Agreement for any reason upon thirty (30) days notice prior to next scheduled renewal date.
- b. Crazytel may terminate this Agreement immediately in the event Channel Partner / Reseller violates the law or materially misrepresents any policies or offerings of Clarity Networks.
- c. Crazytel may terminate this Agreement upon Channel Partner / Reseller's insolvency, bankruptcy, receivership or dissolution.

11. Solicitor's Fees. If any action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable Solicitor's fees in addition to any other relief to which the party may be entitled.

12. Waiver. The terms, covenants, representations and warranties of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of either party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by either party of any breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such breach, or the breach of any other term, covenant, representation or warranty of this Agreement.

14. Governing Law; Venue. The laws of the Queensland will govern the validity and construction of this Agreement and of the rights and duties of Crazytel and Channel Partner / Reseller. Jurisdiction and venue of any suit or action arising out of this Agreement or the performance rendered by either party pursuant to this Agreement shall lie only in the courts with jurisdiction to hear such suits.

15. Non-Assignment. No whole or partial assignment of this Agreement or of any right, duty or obligation of performance arising under it may be made without the prior written consent of the non-assigning party. Notwithstanding the foregoing, (i) Channel Partner / Reseller may assign, without the consent of Clarity Networks, its rights and obligations under this Agreement to any of its Affiliates, successors through merger, or acquirers of substantially all of its assets; and (ii) Crazytel may assign, without the consent of Channel Partner / Reseller, its rights and obligations under this Agreement to any of its Affiliates, successors through merger, or acquirers of substantially all of its assets.

16. Captions. Captions of the paragraphs of this Agreement are for convenience and reference only and the words contained therein must not be held to modify, amplify, or aid in the interpretation of the provisions of this Agreement.

WHEREFORE, the parties have caused this Agreement to be executed by their authorized representatives.

**SCHEDULE A**  
**COMMISSION SCHEDULE**

Channel Partner / Reseller will receive a percentage of the Gross Revenues, before Gst, as defined in Section 6 of the AUTHORIZED INDEPENDENT SALES REPRESENTATIVE AGREEMENT, from the sale of Services to each Customer.

**Commission Payment Structure**

<b>Commission</b>	<b>10% of Retail (Ex Gst)</b>
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- a) Payments will be made within 15 days of payout request.
- b) Crazytel may at its sole discretion cancel the relationship with any Customer due to reasons of bad debt, fraud, or other causes identified in the Agreement. Commissions owed Channel Partner / Reseller will not be paid on usage revenue deemed to be bad debt by Crazytel
- c) Crazytel reserves the right to withhold payment of commissions to Channel Partner / Reseller until aggregate monthly commission amount reaches a minimum of \$100.00.
- d) Channel Partner / Reseller can request commission payment anytime once the minimum amount of \$100 has been reached.
- e) Products available under this agreement
  - a) All SIP Products
  - b) PBX Products
  - c) 1300 /1800 Numbers
  - d) Mobile
  - e) DID's
  - f) Fax to email
  - g) Email to FAX
  - h) SMS

Channel Partner / Reseller acknowledges that Channel Partner / Reseller has read and understands the terms and conditions and agrees to abide by them.