

DEALER INCOME & PROMOTIONAL PLAN

Introduction

Before we get started in the income structure, it is important that you understand the following:

Volume:

Total monthly spent on National & International Telephone Calls from user's home, business phones and calling cards

Types of Income

You will receive 4 forms of income as follows:

1. Royalties from your individual volume.
2. Royalties from your organisation's volume
3. Individual Recruitment Bonus
4. Organisation Recruitment Bonus

1. Royalties from your individual volume

This is the best sort of income you can ever generate. Not many people in the world receive a royalty income. It is something that you only have to do once, and you continue to be paid for a long time. It is like the Beatles for example, they spent hours recording an album, many years ago and still today they are still receiving income from that album, because they receive royalties every time an album is sold any where in the world. Another example is Ray Crock, the founder of McDonalds™, his family is probably receiving a million dollars a day every day without having to fry any hamburgers. That is possible because as founders of McDonalds™, they receive a royalty from every hamburger sold by a McDonalds™ outlet throughout the world. In this business, you will receive a royalty income as well. Every time you sign up a customer you will receive a percentage of their phone bill every month for as long as they are your customers and for as long as they use the phone. Take Telstra™ for example, every time you pick up the phone and make a call, Telstra™ will make a profit. All they did was send a technician out to connect your phone line and they are continuously making money every time you use the phone.

Once you introduce a business or home to the Global One savings program, you will receive a percentage of their monthly telephone bill, for as long as they continue to use the phone. Your royalty percentage increases as your total monthly volume increases as follows:

<u>Total volume</u>	<u>Royalty %</u>
\$ 0 - \$ 99,999	2%
\$100,000 - \$199,999	3%
\$200,000 +	4%

Remember, the total monthly volume increases every time you introduce a new customer or a new Dealer because their monthly volume is added to the total monthly volume on a accumulative basis. If a dealer in your organisation quits and doesn't renew their yearly registration fee, his or her total monthly volume automatically gets transferred to the next dealer in line. So if you are the next dealer in line, it will be added to your individual total monthly volume which you will receive royalty payments on every month.

2. Royalties on your organisation's volume

This income is only eligible Executive Dealer's and higher. The best way to increase your income is to recruit as many dealers as possible and duplicate the system. By doing this you are able to expand your business much faster then doing it yourself. Royalties on your organisation's monthly volume means that you will receive a royalty payment on every single Dealer and its customers monthly phone bill in your organisation. Your royalty percentage increases as your Dealer level increases as follows:

<u>Dealer Level</u>	<u>Royalty %</u>
Dealer	NIL
Executive Dealer	0.5%
Crown Executive	1%
Chief Executive	2%
Executive Director	3%

Promotional Plan

Dealer

1. Purchase the Business Pack which includes presentation folder and business manual
2. Register yourself as an authorised Dealer of DirectLink.
3. Average part-time income of \$500/month
4. Average full-time income of \$2,000/month

Executive Dealer in Leaders' Club

1. Individual volume of \$25,000 per month
2. Have minimum of 10 Dealers directly managed by yourself
3. Average part-time income of \$1,000/month
4. Average full-time income of \$3,000/month

Crown Executive

1. Have minimum of 5 Executive Dealers directly managed by yourself
2. Total organisation volume exceeds \$125,000
3. Average full-time income of \$5,000/month

Chief Executive

1. Have a minimum of 3 Crown Executives directly managed by yourself.
2. Organisation's volume exceeds \$450,000
3. **Guaranteed income of \$10,000/month**

Executive Director in Board of Directors

1. Have a minimum of 3 Chief Executives directly managed by yourself.
2. Organisation's volume exceeds \$1.4 Million
3. **Guaranteed income of \$40,000/month**

3. Individual Recruitment Bonus

As soon as you register yourself as a Dealer, you can start recruiting immediately. All you have to do is find the people, show them the opportunity and get them registered as a dealer. (refer to Building Your Organisation chapter for more details).

Regardless of the Dealer level you are at, a \$50 once off bonus will be paid to you every single time you appoint a new dealer personally. There is no limit to how many new Dealers you can appoint personally. The more you appoint the faster your business will grow and the more money you will make.

At Dealer level, you do not receive any recruitment bonus should another Dealer in your organisation appoint a new Dealer.

4. Organisation Recruitment Bonus

This income is applicable to only Executive Dealers and higher. Organisation Recruitment Bonus means that you receive a bonus for every new Dealer recruited in your organisation. However the same rule applies, you cannot receive a bonus from another Dealer and its organisation who is on the same or higher level than yourself. The higher the Dealer level you are at, the smaller the bonus gets as follows:

<u>Dealer Level</u>	<u>Bonus</u>
Dealer	NIL
Executive Dealer	\$20 per new Dealer
Crown Executive	\$15 per new Dealer
Chief Executive	\$10 per new Dealer
Executive Director	\$ 5 per new Dealer

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Payment Terms & Conditions

1. You must be a registered Dealer of DirectLink in order to receive payments.
2. Your payment will cease should you not renew your Annual Dealer Registration of \$49.
3. Royalties are paid on the 21ST of each month starting from the first Global One telephone bill received by the customer and is subject to customer paying their telephone bill. It may take up to 90 days before you receive the first Royalty payment.
4. You are not liable for late or non payment of telephone bills by customers.
5. The payment date for Royalties may vary if customers do not pay within 30 days.
6. Recruitment Bonuses are paid weekly each Friday for original new Dealer Registration Forms submitted to DirectLink office before 5pm the previous Friday. This payment is subject to the \$180 Dealer Registration Fee being paid by the new Dealer.
7. All payments will be electronically transferred to your bank account unless previously arranged.
8. You will receive a monthly Income Statement from DirectLink listing all payment received for the entire month. This will include your client's total monthly volume for the previous month and any new Dealers in your organisation.

Quote:

**It is ultimately what YOU DO that will
GROW your income,

Not the COMPANY, not the INDUSTRY
& not the COUNTRY.

The more YOU DO, the faster your
income will GROW!**

For more information, please contact the person who send you this information.



REPLY PAID 2165
GPO BOX 4793 SYDNEY 2000



GlobalSelect Service Application & Change Authorisation Form

ACCOUNT HOLDER DETAILS. You must complete this section. Please write in capital letters.

Name (Mr, Mrs, Ms):.....Surname:.....

Date of Birth:.....Driver's License Number:.....

Home Address:.....Suburb:.....State:.....Postcode:.....

Billing Address (if different):.....Suburb:.....State:.....Postcode:.....

Company Name (Bus. Account only):.....A.C.N:.....

Business Address:.....Suburb:.....State:.....Postcode:.....

Daytime Contact Phone Number:.....Fax Number:.....
Area Code Area Code

Current long distance service provider is: Telstra Optus Other _____ Average monthly bill: _____

Please designate a confidential password. **Password** (Use between 4 and 8 letters only - not numbers) _____

Your Telephone & Fax Numbers that you want Connected to Global One (Not numbers you are calling or mobiles)

1) Phone No: _____ 2) Phone No: _____ 3) Phone No: _____
Area Code Area Code Area Code

YES Please issue a Global Calling Card to be linked to my new Global Select account

I certify that these details are correct and that I am authorised to make these changes. I nominate Global One to be my Prime Service Deliverer for International and National Long Distance Calls and Operator Assisted Services for my telephone number(s) listed above when available. I will pay all charges associated with the use of the Global One service issued in response to this application. I agree to the following: Business Credit (i) In respect of commercial credit, the obtaining of a credit report containing personal information. Consumer Credit (i) The disclosure of personal information to a credit reporting agency, along with details of this application and my credit history and subsequent credit dealings; (ii) The giving/seeking of information by Global One to/from other credit providers, including information about credit worthiness, standing, history or capacity, for assessing applications for credit or credit worthiness if I/we am/are in default of either this arrangement or with other credit providers; (iii) Obtaining of reports about my commercial activities or credit worthiness from a commercial credit reporting agency; I authorise Global One to record and retain my telephone number(s) for management purposes. This service is provided subject to Global One's terms and conditions on the back.

Who should sign: The authorised account holder of the above listed telephone lines

Name:.....Signature:.....Date:...../...../19.....
of Account Holder (please print full name)

Name of Dealer:.....Dealer Identification No.:.....

Comments:.....

Continue to dial 1477 before all your international and national calls until you receive notification from Global One. If at anytime you would like to confirm that your choice has been implemented, please call 12711 from your telephone number(s) listed above and a recorded message will identify your current Service Provider, or call us on 1 800 500 588.

Please send completed application form to:

**REPLY PAID 2165
DIRECTLINK COMMUNICATIONS
GPO BOX 4793 SYDNEY 2000
(FREE POST - No stamp required)**



For office use only:
Checked - Initials _____ DR&F _____ ENT _____

Source Code	1	6	4	1	0	8
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LONG DISTANCE TELEPHONY SERVICE STANDARD TERMS AND CONDITIONS

1. The availability of the *Global One* Long Distance Service is subject to the acceptance of the Customer application by *Global One*. The application may be forwarded by post or fax and is legally effective upon receipt.
2. When available, *Global One* will arrange preselection/non-code access for the Customer's Access Line(s) listed on their Long Distance Service application, unless the Customer advises *Global One* otherwise.
3. A customer will no longer be deemed to be responsible for an Access Line when a Customer has the Access Line disconnected or notifies the general carrier which provides the Access Line that the account relating to an Access Line will no longer be in the name of the Customer.
4. The Customer will use the Long Distance Services in accordance with the provisions of any applicable law or regulation.
5. The Customer is solely responsible for and shall pay *Global One* for any authorised and unauthorised use of the Long Distance Services.
6. *Global One* may, for operational and network planning reasons, change the technical specifications of the *Global One* Long Distance Service.
7. *Global One* may record and retain the Customer's Access Line(s) details for management purposes.
8. The Customer will be charged for all successful calls using the *Global One* Long Distance Service in accordance with the List of Charges specified in the agreement between *Global One* and the Customer.
9. A Customer will not be charged for a call if the called number is not answered, engaged, disconnected, or out of order; or not available to that called number; or there are network or service failures.
10. *Global One* will invoice Customers generally on a monthly basis.
11. The current charges are as set out in the *Global One* List of Charges (Refer to *Global One* Customer Service on 1 800 500 588 for details). *Global One* reserves the right to amend the charges from time to time.
12. The amount specified in each invoice will be due and payable by the Customer within 30 days of the date of the invoice.
13. *Global One* undertakes to provide the *Global One* Long Distance Service using all reasonable care and skill of a competent telecommunications service provider.
14. *Global One* will provide 24 hour a day, 7 days a week fault reporting service on 1 800 500588.
15. For the purpose of *Global One* applying its credit policy, the Customer authorises *Global One* to obtain personal credit information from a credit reporting agency.
16. The Customer also authorises *Global One* to seek from or give to any credit providers which may be named in a credit report, information about the Customer's credit arrangements.
17. *Global One* does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause these Terms and Conditions or any part of it to be void.
18. *Global One* may terminate the Customer's Long Distance Service with immediate effect in the event that the Customer fails to make any payment when it becomes due to *Global One*
19. In the event of termination of their Long Distance Service by *Global One* the Customer will pay *Global One* all amounts payable up to the date of termination.



DEALER REGISTRATION FORM

Please complete this form clearly in CAPITAL LETTERS ONLY

For Companies and Businesses Only (Only fill this section if you want your business to hold the Dealership)

Company/Business Name	A.C.N/A.R.B.N.
Full name of Director/Partner 1	Full name of Director/Partner 2

For Individuals & Couples Only (If individual please use line 1 only, if couple please provide details for both partners)

Title	First Name	Last Name		
1.				
2.				
	Nationality	Citizenship	Date of Birth	Driver's License Number
1.				
2.				

All applicants must complete this section

Office/Home Address	Suburb	State	Postcode
Postal Address	Suburb	State	Postcode
Telephone Number ()	Facsimile Number ()	Mobile Phone Number	
Please nominate one Dealer Name (Once nominated, this name will be used on all correspondence from DirectLink Communications)			
Title	First Name	Last Name	
Please nominate one Bank account for payment of royalties & bonuses			
Account Name	Bank	Branch/BSB (Number only)	Account Number (Not card number)

Sponsor's Details (Please use Dealer Name Only)

Title	First Name	Last Name	Dealer ID Number
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Declaration

I accept the appointment by DirectLink Communications Pty Limited as its Dealer for the purpose of carrying out the business of promoting telecommunication products and services under the terms & conditions stated overleaf.

Dealer's Name	Dealer's Signature	Date
Witness's Name	Witness's Signature	Date

Payment Details (Send all completed original forms to Reply Paid 2165 GPO Box 4793 Sydney 2000 - no stamp is required)

I acknowledge that there is a once-off payment of \$180-00 for my Dealer Business Pack and a \$49-00 annual Registration Renewal Fee in order to become a Authorised Dealer of DirectLink Communications. I would like to make the payment of \$180-00 with the following method:
 (Please add \$10-00 for postage & handling if Dealer Business Pack is to be delivered.)

CHEQUE
 CASH
 VISA
 MASTER CARD
 BANK CARD

Card Number _____ Signature _____ Expiry Date _____

Card Holder's Name _____ Total Amount Payable: \$ _____

For Office Use Only

MR&C	WL	GIA	IRB _____	Dealer Identification Number
Date _____	BP	ENT	ORB _____	

AGREEMENT: APPOINTMENT OF DEALER

DLC appoints Dealer and Dealer accepts the appointment by DLC as its Dealer for the purposes of carrying on the business by promoting DLC's products and services for fixed and mobile telecommunications services with Carriers selected by DLC on the terms of this Agreement. Dealer undertakes at all time to act in accordance with the terms and conditions of this Agreement and in the best interest of DLC and the business

DEFINITIONS

1. DLC - DirectLink Communications Pty Limited A.C.N. 074 327 601

1.0 TERM AND TERMINATION

1.1 DLC is entitled to terminate this Agreement immediately by notice in writing to Dealer if: a) in DLC's indisputable opinion Dealer is transacting business with a competitor of DLC to the detriment of DLC, or has engaged in, or engages in, conduct detrimental to the business generally; b) DLC is unable to continue the supply of products, services or hardware to Dealer; c) in the opinion of DLC, Dealer breaches or threatens to breach any law or industry code of practice, including without limitation the Trade Practices Act 1974 or fails to perform or observe any material provision of this Agreement; d) Dealer fails to renew Annual Registration Fee of \$49-00.

2.0 EFFECT OF TERMINATION

2.1 Upon termination of this Agreement, Dealer must immediately; a) cease use of DLC identifiers and any manuals or any other materials supplied to Dealer by DLC; b) Dealer must immediately pay to DLC all amounts owing to DLC by Dealer and Dealer shall not be entitled to set off against the amounts it owes to DLC c) DLC is under no obligation to compensate Dealer for any consequential loss related to or arising out of termination of this Agreement and including loss of expectation of any fee, commission or payment which Dealer may have otherwise received on any date subsequent to termination. 2.2 The terms of this Clause 2.0 will bind Dealer in any capacity including but not limited to, as a sole proprietor, partner, employee, director, company officer or shareholder.

3.0 GUARANTEE, INDEMNITY AND LIABILITY

3.1 Dealer shall not liaise with the media in relation to DLC's business without DLC's written approval. No printed matter of any description may be produced and/or distributed without the specific written approval of DLC's authorised officers 3.2) DLC is under obligation to not misrepresent its relationship with Telstra, Optus, any other Carrier or other suppliers. The relationship between DLC and any Carrier is simply that DLC choose and makes arrangements with various Carriers to supply products and services and sells these products and services. Specifically, Dealer must ensure to not misrepresent that DLC and any Carrier have a "special" relationship outside this arrangement. Dealer is expressly forbidden to purport or pass off that Dealer represents Telstra, Optus or any other Carrier for any reason whatsoever. Dealer understands that such misrepresentation constitutes gross misconduct and such gross misconduct by Dealer will result in immediate termination of this Agreement. In the event of such gross misconduct, DLC may enforce its rights to claim damages.

4.0 DEALER'S INDEMNITY

4.1 Dealer indemnify DLC and each of their directors, employees and Dealer ("those indemnified") and must keep those indemnified from and against any liability, cost, expense, loss or damage suffered or which may be suffered by those indemnified or any of them (including legal fees on a solicitor and own client basis), as a result of or in connection with: a) a breach by Dealer of this Agreement; b) any liability of Dealer including, without limitation, taxes, costs or other expenses as a result of or in connection with the operation of the business; c) any act or omission, including any negligent act or omission, of Dealer, its employees, sub-Dealers or other Dealer is legally responsible for its employees and sub-Dealers d) any warranty, promise or representation made by Dealer or any employee, sub-Dealer or other person acting for and on behalf of Dealer which is not authorised in writing by DLC; e) any claim or statement made by Dealer in any advertisement or promotional material in relation to DLC's products and services. This indemnity will apply whether or not use of DLC's identifiers in those advertisements or that material has been approved by DLC.

5.0 ASSIGNMENT BY DLC

5.1 DLC may assign all or any of its rights or transfer or novae all or any of its rights and liabilities under this Agreement at any time during the term of this Agreement provided that the assignee agrees to continue the Agreement under the same terms and conditions herein.

6.0 INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

6.1 DLC may disclose to Dealer any confidential information as DLC considers necessary for Dealer to carry on the business and Dealer acknowledges that confidential information is proprietary to and, except to the extent that confidential information is in or comes into the public domain other than as the result of a breach of this Agreement, is a trade secret of DLC. 6.2) Dealer indemnifies and will keep DLC and each of their directors, employees and Dealers ("those indemnified") indemnified, against liability, cost expense, loss or damage of those indemnified or any of them arising out of disclosure of any part of confidential information in breach of this Agreement. 6.3) The terms of clause 6.1 and 6.2 do not merge upon completion or termination of this agreement.

7.0 INFORMATION ABOUT CUSTOMERS

7.1 All information concerning customers obtained by Dealer for DLC in the course of Dealer's business must only be used in that business and kept strictly confidential and secure from unauthorised access or use. Without limiting that generality, this information must not be used for or in connection with the supply of telecommunications or other services by any person other than DLC or DLC's selected Carrier. Any information in written form concerning customers or provision of services or hardware to customers must be made available for inspection on demand by DLC.

8.0 RIGHTS IN INFORMATION

Dealer agrees that it has no proprietary rights or other interest in any information concerning customers or customer lists developed from the business or other documents provided by DLC. These always remain the exclusive property of DLC whether or not produced by DLC. All copies of this information and customer lists must be returned to DLC upon request by DLC at any time and upon termination of this Agreement.

9.0 EXPENSES

9.1 Dealer is responsible for all costs and expenses incurred in connection with carrying on the business (including, without limitation, all direct and indirect costs of and payments to employees) and any duties, taxes and charges associated with this Agreement.

10.0 RELATIONSHIP OF PARTIES

10.1 In relation to promoting services, supplying hardware and procuring connections by customers to the network, Dealer must conduct the business as an independent proprietor, and acknowledges that neither Dealer nor its employees is a partner or employee of, or joint venturer with DLC, and that nothing in this Agreement shall constitute a partnership or joint venture or common business undertaking between DLC and Dealer. 10.2 Dealer is not in any way authorised to, and must ensure that its employees do not assume any obligations on behalf of DLC in any way, including purporting to make warranties, promises or representations on behalf of DLC.

11.0 DEALER'S INCOME AND RESPONSIBILITIES

11.1 Dealer acknowledge that upon the execution of this Agreement, a DLC Dealer Business Pack will be given to Dealer subject to receiving \$180-00 from Dealer. 11.2 Dealer will be paid Commissions according to the Income & Promotional Section of the DLC Business Manual 1997. 11.3 Dealer will use its best effort to carry out duties and responsibilities as stated in the DLC Business Manual 1997 and adhere to the policies, procedures and suggested methods in carrying out the business. 11.4 Dealer acknowledge that commissions may be delayed if Dealer do not perform its duties and responsibilities as per clause 11.3 of this agreement.

12.0 VARIATION

This Agreement and DLC Business Manual 1997 may be varied by notification in writing fourteen days (14) prior to change by DLC to Dealer; however, if DLC at any time gives notice to Dealer setting out the terms of a proposed variation, the proposed variation will take effect from the date of DLC's notice, provided that Dealer may at Dealer's election terminate this Agreement effective from the date that DLC's proposed variation to the Agreement would otherwise come into effect, in which event the provisions of Clause 2 of this Agreement will apply.

13.0 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of New South Wales of Australia and each of the parties irrevocably submits to exclusive jurisdiction of the courts of New South Wales of Australia.

14.0 SEVERABILITY

14.1 If any provisions in this Agreement is held invalid unenforceable or illegal for any reasons, this agreement shall remain otherwise in full force apart from such provisions which shall deem deleted.