

## Direct Dealer Application

### 1. Dealer Company/Business Details

Company/Business Name	
Trading Name	
ABN	
Website	
Business address	
Postal address	

### 2. Contact Details

Contact Name 1	
Position/Role	
Phone/Mobile	
Email	
Contact Name 2	
Position/Role	
Phone/Mobile	
Email	

### 3. Payment Details

Bank	
Account Name	
BSB	
Account Number	

### 4. Trade Referee

Company Name	
Contact Name	
Address	
Phone/Mobile	
Email	

## Dealership Terms of Agreement

### 1. General:

1.1 This Agreement will commence from the date e2A Tutoring (e2A) approves the signed Direct Dealer Application Form and continues 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 e2A reserves the right to terminate immediately and without notice this agreement with any dealer who, in e2A's opinion, is involved in activities which are detrimental to e2A's business interests.

1.3 All applications are subject to approval at e2A's discretion and will be qualified on receipt. Successful dealers will be contacted on completion and assessment of their application.

1.4 Commission will only be paid after full payment has been received by e2A from a new registration introduced to e2A Tutoring. Renewal of booking or subsequent lesson booking to existing accounts are NOT new registrations.

1.5 The current commission rate is 10% one-off on the total contract value of lesson booking at new registration only. For example, if you referred a new student to e2A and the student enrolled in a 10-lessons package of \$600 in total value inclusive of GST, then the commission payable will be \$60 inclusive of GST. Commission is NOT payable on any subsequent booking by the client/student after the first lesson is completed, regardless of renewal of existing booking or new booking. A trial lesson is not considered as a first lesson.

### 2. The Direct Dealer:

2.1 Acknowledges that no products or services will be provided by e2A without full payment being received in accordance with terms and conditions.

2.2 Acknowledges that any products or services sold will be billed by e2A 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 as per paragraph 1.4 and paragraph 1.5.

2.5 Will notify e2A in writing or email regarding any new referrals made. Details required include client name, email address and mobile number.

2.6 Will notify e2A within 7 days if there are any changes to the company and/or contact details noted in the e2A Direct Dealer Application Form or the ownership of the Dealer's company or business. The e2A Tutoring Direct Dealership is not transferable.

2.6 Will not issue tax invoices in respect of commission.

2.7 Acknowledges the status of their GST Registration (with the Australian Taxation Office) at the time of signing this agreement and will notify e2A of any changes to this status within 7 days of the change occurring.

2.8 The signatory on Direct Dealer Application Form is authorised to make declarations on behalf of the Dealer's company regarding GST status.

2.9 Will notify e2A about the use of e2A logos and text translation in marketing & advertising material and will obtain prior approval from e2A.

2.10 Agrees to e2A Tutoring's general Terms and Conditions.

### 3. e2A Tutoring:

3.1 Will not provide products or services until full payment for these has been received.

3.2 Will supply products or services which are currently promoted.

3.3 Will verify any referrals claimed by dealers with clients.

3.4 Will pay commission monthly (if applicable) to the dealer's nominated bank account as per paragraph 1.4 and paragraph 1.5.

3.5 Will provide administration and service support where considered necessary.

3.6 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 e2A website.

3.7 Where applicable, e2A will issue recipient created tax invoices in respect of the commissions earned by the dealer and payable by e2A.

3.8 Acknowledges that it is registered for GST at the time of this agreement.

**Dealer  
Signature**

**Name**

**Position**

**Date**

#### OFFICE USE ONLY

**E2A  
Approver**

**Position**

**Date**