

Become a Clicnet authorized Agent and increase your income

- **Are you in contact with SME owners?**
- **Are you looking for opportunities to increase your income?**
- **Would you like referring top quality services?**

By becoming a Clicnet authorized agent, you will increase your income **and** help your business contacts position themselves better on the Internet.

Commissions

- You will earn \$10.00 (Can) per hour worked by a Clicnet employee. For example, you refer one of your business contacts to Clicnet for setting up a website. The contract requires 45 hours of work. Clicnet will pay you a client-referral commission of \$ 450.00.
- Should the same client request modifications to his website within the 12 months following the signature of his or hers initial contract, you will receive \$ 10.00 for every hour worked for this client.

Examples

You refer 3 clients to Clicnet, the first client would like a website and regular updating, the second client wants to update his website's graphics, and the third client needs an e-commerce and training site.

Client A	Hours	Commission
Initial website development	45 hours	\$ 450
Updates during the following 12 months	40 hours	\$ 300
Your commission		\$ 850

Client B	Hours	Commission
Website update	30 hours	\$ 300
Your commission		\$ 300

Client C	Hours	Commission
E-commerce site development	45 hours	\$ 450
Formation	5 hours	\$ 50
Your commission		\$ 500

Total Commission: \$ 1,650.00

Certain conditions apply. Please read the attached partnership agreement.

CLICNET - AGENT Partnership Agreement

PLEASE INITIAL EVERY PAGE AND EVERY COPY

In this document, the term "CLICNET" identifies Clicnet Télécommunications Inc., the term "AGENT" identifies the Clicnet authorized agent referring clients to Clicnet, and the term "CLIENT" identifies the client who, following referral by the authorized agent, enters into a contract with Clicnet.

1. The AGENT wishes to refer clients to CLICNET for Internet-related professional services.
2. CLICNET shall pay the AGENT a sum of **\$ 10.00 Canadian** per hour worked, invoiced, and paid by the referred CLIENTS, subject to the conditions stipulated herein.
3. Commissions shall be payable to the AGENT monthly and by cheque, providing the following conditions have been met:
 - a. The CLIENT was referred in due form by the AGENT, in keeping with procedures established by CLICNET;
 - b. CLICNET has acknowledged that the CLIENT was referred by the AGENT, who holds written proof to that effect;
 - c. The work was carried out by CLICNET;
 - d. The referred CLIENT has paid CLICNET all sums due, and owes CLICNET no outstanding balance.
4. The agent shall receive no commission payment if one or the other of conditions A, B, C, and D is/are not met.
5. Should an AGENT referred CLIENT put an end to the contract before completion of the contracted work, the AGENT shall then be paid only for the hours paid by the CLIENT and worked by CLICNET.
6. No commission shall be payable in the following cases:
 - a. The referred CLIENT has defaulted on payments for any service provided by CLICNET;
 - b. If there is litigation between the referred CLIENT and CLICNET;
 - c. If there is litigation between the AGENT and CLICNET;
 - d. If there is litigation between the AGENT and the referred CLIENT.
7. The period during which commissions are calculated shall begin at the date of signature of the initial contract between the CLIENT and CLICNET and shall remain in effect for 12 months. Said period shall be individually calculated for every referred CLIENT.
8. The AGENT does not have the authorization to negotiate CLICNET pricing and is not authorized to make any nature of promises to the CLIENT, in particular, promises concerning the number of hours required to complete a mandate or task. Estimates must be established by CLICNET.
9. Once a CLIENT is referred to CLICNET, the AGENT's mandate comes to an end and he/she is not authorized to get involved in the execution of the mandate accomplished for the CLIENT by CLICNET.
10. CLICNET, at its sole discretion and without obligation to provide the reason, reserves the right to refuse entering into a contract with any CLIENT.
11. CLICNET, at its sole discretion and without obligation to provide the reason, reserves the right to refuse any reference.
12. CLICNET, at its sole discretion and without obligation to provide the reason, reserves the right to revise the hourly rate billed to CLIENTS.

13. CLICNET can terminate the agreement at any time, on 30 days advance notice, and at its sole discretion.
- a. Should CLICNET terminate the agreement, commissions due shall be paid in the normal fashion, but the AGENT shall not refer any new clients to CLICNET, nor shall he/she claim to represent CLICNET at any time beyond the date of receipt of termination notice from CLICNET;
 - b. The AGENT can terminate this agreement at any time, upon written 90 day advance notice. CLICNET shall continue to pay commissions due until all contracted work has been completed.
14. CLICNET reserves the right to terminate the program upon written 90 day advance notice. Should that be the case, CLICNET shall pay commissions due the AGENT in the normal fashion, until such time as all contracted work has been completed, but in this particular case, CLICNET agrees not to enter into any new contracts with the CLIENT for:
- a period of six (6) months
- or
- until the end of the twelve (12) month period following the signature of the initial contract with the CLIENT.

(Whichever comes first)

The AGENT acknowledges having comprehensively read and understood this agreement and declares himself/herself entirely satisfied.

X

AGENT's signature

Date

Name (in bloc letters)

Address, telephone, email

Name to appear on commission cheques

For CLICNET

CLIENT REFERRAL PROCEDURE

How to refer a client

1. Inform CLIENT of CLICNET representative's contact information;
2. Immediately advise your CLICNET representative (by email) that you have referred him/her a potential client and include the client's contact information (at least a name, company name and telephone #) and any information concerning the client's project, including, if at all possible, the approximate budget;
3. Once contact has been established between the CLIENT and your CLICNET representative, said representative shall send you email confirmation stating that you have referred the CLIENT and that said CLIENT is now listed in your file.

Confirmation of reference

A CLIENT shall be considered "referred by the AGENT" when all the following conditions have been met:

1. The client must have discussed his/hers project directly with the CLICNET representative assigned to your account, either by phone, in person, or by email. The CLICNET representative shall then immediately send written notice to the AGENT that the CLIENT is considered by CLICNET to have been referred by the AGENT. That CLIENT shall then be listed in the AGENT's file, and said AGENT shall receive commissions for any professional services contracted for.
2. The CLIENT must not be an existing CLICNET, or CLICNET partner (DXSTORM, MDX Corp., ACENETX) account.

Performance

1. Should no contract be entered into in the six (6) months following the date of referral (date of initial CLIENT – CLICNET contact), the CLIENT's name shall be eliminated from the AGENT's file, and should CLICNET enter into a contract with the CLIENT beyond said period, no commission shall be payable to the AGENT.

The AGENT acknowledges having comprehensively read and understood this procedure and declares himself/herself entirely satisfied.

X

AGENT's signature

Date

Name of CLICNET representative