

Commercial in confidence

Application to Acquire Services From Telstra Wholesale

Company



Section One – General Guidelines

Confidentiality Agreement

The contents of this document are the property of Telstra Corporation Limited and is confidential information supplied under the Confidentiality Agreement entered into between the Applicant and Telstra Corporation Limited on/...../..... [insert date].

This document remains the property of Telstra Corporation Limited.

Applicant Consents

The Applicant must sign the Applicant's Consent Form attached. The Application will not be processed unless the Applicant's Consent is signed.

Directors should sign the Directors Consent to allow Telstra to undertake additional credit checks on these individuals.

Provision of Financial Data

Section Three of the Application details the minimum financial and other information that is required by Telstra to undertake a meaningful credit assessment. Telstra reserves the right to require additional information if it is considered necessary.

Failure of the Applicant to submit this minimum information may result in the Application being declined or will result in Telstra assessing the Applicant as a Very High credit risk. Accordingly, a tangible and quantifiable financial security may be required to mitigate this risk, which will be determined in accordance with Telstra Corporation Limited's Wholesale Credit Policy applicable at the time.

Telstra acknowledges that some of the financial data required may not be readily available and may not be readily available within a reasonable period or may not be appropriate to the Applicant's financial structure. If this is the case, then this must be clearly stated and the assessment will be either deferred until the information is provided, or the assessment will proceed and the final credit rating will reflect these circumstances.

Credit Assessment Criteria

Telstra will undertake a credit assessment based on the information submitted with this application. If the minimum information is held and Telstra has additional questions raised from this information, then a representative from Telstra may contact the Applicant to seek qualification and a better understanding of the financial position of the Applicant. This will assist in the production of a more meaningful and accurate credit assessment.

When Telstra undertakes the credit assessment, Telstra may review both the financial and non-financial information available.

The main assessment criteria that Telstra may review in the assessment process are:

(a) **Liquidity Position** – The Applicant’s capital adequacy will be determined vis-à- vis the Applicant’s:

- i. current net wealth (this may include independent valuation of the Applicant’s assets and interests);
- ii. earnings history and future earnings (or increase in earnings) as reasonably expected in contributing to the capital position; and
- iii. funding structure and commitments.

(b) **Solvency** – The Applicant’s ability to meet all debts as and when they fall due.

(c) **Capacity to Service Debt and Fund Growth** – The Applicant must be able to demonstrate ability to generate sufficient cashflow to service/repay any debt commitments and/or creditors; and to fund the Applicant’s growth including increased level of billing/services and/or infrastructure build.

(d) **Short-Term & Long-Term Viability** – The Applicant must demonstrate ability to respond to changes in the market and the industry, such as regulatory changes and level of competition.

(e) **Sound Financial Management** – The Applicant is to maintain and provide upon request, timely financial information in accordance with the International Financial Reporting Standards and conduct business practices in accordance with appropriate corporate governance principles.

Waiver and Variation

The Terms and Conditions of this Application cannot be waived or varied except by express notice in writing from Telstra’s National Credit Manager – Wholesale Credit Management (or his or her nominee).

Acceptance

By signing the Applicant’s Consent in Section Four of this Application, the Application agrees to and acknowledges the Terms and Conditions as stated.

Section Two – Applicant’s Details

| | |
|--|--|
| Full registered name of Applicant entity | |
| Type of entity (Proprietary Company, Listed Company etc) | |
| ACN/ARBN | |
| List Applicant entity trading name(s) | |
| State type of business (eg Carrier, Carriage Service Provider, Content Service Provider) | |
| Date business commenced | |
| Registered office of business | |
| Principal business address (please specify street address AND post office box) | |
| Name of Managing Director/Chief Executive Officer | |
| Telephone number, fax and email address of Managing Director/Chief Executive Officer | |
| Directors names and addresses (attach listing if required) | |
| Name, designation, telephone number and email address of the authorised Applicant Representative we can contact to discuss this Application. | |
| Owners (shareholders) names and addresses (attach listing if required) | |
| Provide details of Associate entity(s) and ultimate Parent entity (if Applicable) | |
| Billing address | |

Section Three – Provision of Financials, Credit and Other Data

Information Request

This information request has been designed to assist the credit risk assessment team complete their task as efficiently as possible and to minimise delays and/or disruption to our customers. Failure to provide the following information may result in the decline of this Application.

Please attach requested information when submitting this Application and tick the checkboxes where the information has been provided.

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- Details of Directors' qualifications, backgrounds, ages and business experience.
- Financial statements for the past two financial years, *preferably audited or accountant-prepared*, including any notes which form part of the financial statements:
 Statements of financial performance, also known as Profit & Loss Statement;
 and
 Statement of financial position, also known as Balance Sheet
- Signed management accounts year to date.
- Budget/Cashflow forecasts for the next 12 months, including all assumptions
- A list of products/services the Applicant wishes to acquire from Telstra Wholesale with *forecast dollar spend* tabulated on a monthly basis for the initial 12 months in the format below:

| Month (Mth) | Mth 1 | Mth 2 | Mth 3 | Mth 4 | Mth 5 | Mth 6 | Mth 7 | Mth 8 | Mth 9 | Mth 10 | Mth 11 | Mth 12 |
|--------------------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| Product / Service | | | | | | | | | | | | |
| Product | \$ | | | | | | | | | | | |
| Service | \$ | | | | | | | | | | | |
| Total | \$ | | | | | | | | | | | |

Note: Telstra retains the right to request additional information or obtain publicly available reports concerning the Applicant to enable Telstra to properly assess the Applicant's creditworthiness.

I/We hereby undertake that:

The Applicant (or where it comprises more than one individual, all of them) will execute the attached form of Applicant's Consent;

The Applicant agrees to procure its Directors to execute the attached form of Director's Consent.

| | |
|--|--|
| Signature of authorised Applicant | |
| Date of Application | |
| Name of authorised Applicant Representative | |
| Position held by authorised Applicant Representative | |

Section 4 – Authorisations and Consents

APPLICANT'S CONSENT

In this consent

Applicant means.....; and

Application means the application made by the Applicant to Telstra for telecommunications services and dated.....

By my signature below, I/We (list names)

-
- Acknowledge that Telstra Corporation Limited (ACN 051 775 556) ("Telstra") may, and authorise Telstra to:
 - Obtain and use certain credit and other information about the Applicant for the purpose of assessing the Application or for the purpose of collecting overdue payments, including information obtained from the Applicant's bankers, from a commercial credit reporting service or from a publicly available source;
 - Provide a credit reporting agency with the information about the Applicant contained in the Application or otherwise acquired by Telstra for the purposes of obtaining a credit report and about the Applicant's conduct in relation to the provision of commercial credit to the Applicant pursuant to the Application;
 - Provide a proposed or actual guarantor with financial information about the Applicant for the purpose of the prospective guarantor deciding whether to accept the guarantee or to keep an existing guarantor informed about the guarantee;
 - Exchange information about the Applicant with any credit providers named in this application, or named in a credit report for the purposes of assessing the Application for commercial credit, to notify other credit providers of a default by the Applicant, to exchange information with other credit providers about the status of any commercial credit provided to the Applicant pursuant to the Application where the Applicant is in default with other credit providers, and to assess the Applicant's credit worthiness;
 - Review the Applicant's credit worthiness from time to time, with a view to determining whether Telstra requires further security from the Applicant in respect of the commercial credit facility, and obtain credit reports and exchange information with credit providers as set out above in respect of such a review as though it were a fresh application for credit.
 - I/We acknowledge that Telstra is authorised to do the above according to the provisions of the Privacy Act 1988 (Cth).
 - I/We also acknowledge that, subject to the provisions of that Act, Telstra may, for the purpose of assessing the Application or the credit worthiness of the Applicant from time to time:
 -



- o Commission a third party to prepare a report for Telstra in relation to the Applicant's creditworthiness;
 - o Disclose to any person (including any such third party) any financial information concerning the Applicant and the Applicant's conduct in relation to the provision of credit to me pursuant to this Application or any other credit facility.
- I/we agree that the Applicant will cooperate with Telstra, and will provide to Telstra any financial or other information requested by Telstra for the purpose of assessing the Application or the creditworthiness of the Applicant from time to time.
 - I/we hereby represent and warrant that all of the information supplied in the Application is true and correct in every regard and is current as at the date of the Application.
 - I/we am/are authorised to make this Application (including signing this consent) on behalf of the entity named in this Application and that my/our signature(s) on this Application bind the entity named in this Application;

SIGNED by

| | |
|---------------------------------|--|
|) |) |
|) |) |
|) |) |
| Signatory name (block letters) | Signature of authorised Representative |
| In the presence of: |) |
|) |) |
| Name of witness (block letters) | Signature of witness |
|) |) |
|) |) |
|) |) |
| Occupation of witness | |



DIRECTOR'S CONSENT

Director's means

Applicant means.....; and
Application means an application made by the Applicant to Telstra from telecommunications services and dated

By my signature below, I/We (list names)

.....
.....

acknowledge that Telstra Corporation Limited (ACN 051 775 556) ("Telstra") may, and authorise it to:

- o Obtain a credit report (as defined in the Privacy Act 188 (Cth)) containing information about me/us for the purposes of:
 - Assessing an application for commercial credit made by the Applicant named in the Application, and/or assessing whether to accept me/us as a guarantor for commercial credit applied for by the Applicant;
 - Collecting overdue payments from the Applicant in respect of the commercial credit referred to above, or from me/us under any guarantee provided by me/us referred to above; and
 - For any other purpose permitted under the Privacy Act,
- o Provide a credit reporting agency with personal information about me/us for the purpose of obtaining the above mentioned credit reports;
- o Exchange information about me/us with any credit provider named in this application or named in a credit report for the purposes of deciding whether to accept me/us as a guarantor for commercial credit applied for by the Applicant named in the Application, to notify other credit providers of a default by me/us under any such guarantee and to exchange information with other credit providers about the status of any such guarantee;
- o Review the creditworthiness of the Applicant from time to time, with a view to determining whether Telstra requires further security from the Applicant in respect of the commercial credit facility, and obtain credit reports and exchange information with credit providers as set out above in respect of such a review as though it were a fresh application for commercial credit.

I/we acknowledge that Telstra is authorised to do the above according to the provisions of the Privacy Act.

I/We also acknowledge that, if I do not provide the information requested by Telstra, Telstra may be unable to process or accept the Applicant's application for commercial credit.

I/we also acknowledge that, subject to the provisions of that Act, Telstra may, for the purpose of assessing the Application or the creditworthiness of the Applicant from time to time

- o Obtain and use certain credit and other information about me/us, including information obtained from a commercial credit reporting service or from a publicly available source;
- o Commission a third party to prepare a report for Telstra in relation to my/our or the Applicant's creditworthiness.

- I/we agree that I/we will cooperate with Telstra, and will provide to Telstra any financial or other information about me/us which is requested by Telstra for the purpose of assessing the Application or the creditworthiness of the Applicant from time to time.
- I/we hereby represent and warrant that all of the information supplied in the Application is true and correct in every regard and is current as at the date of the Application.

I/we understand that Telstra’s commitment to privacy is set out in Telstra’s “Protecting Your Privacy” Statement, a copy of which was made available to me/us at the time of making this Application. I/We acknowledge and agree that Telstra may from time to time obtain, use and disclose personal information about me/us on the terms set out in its Privacy Statement and in accordance with the Privacy Act (Cth). Telstra’s Privacy Statement and Policies are available at <http://www.telstra.com> or by calling 1800 039 059.

**Note: If there is more than one Director, then all Directors must sign this consent.
Please copy this page if additional signatures are required.**

| | | |
|---------------------------------|-------|-----------------------|
| SIGNED by |) | |
| |) | |
|) | | |
| Signatory name (block letters) | | Signature of director |
| In the presence of: |) | |
| |) | |
|) | | |
| Name of witness (block letters) | | Signature of witness |
| |) | |
|) | | |
| Address of witness |) | |
| |) | |
|) | | |
| Occupation of witness | | |