



STANDARD TERMS AND CONDITIONS

Sirius Productions and the Client hereby acknowledge that the following Standard Terms and Conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. DEFINITIONS

Client means the Client specified in Item 1 of the Summary.

Deliverables means Services and Products agreed to in writing by the Client and Sirius Productions

Expenses means the expenses incurred by Sirius Productions and to be paid by the Client and set out in Item 4 of the Summary.

Fee means the total fee as specified in Item 3 of the Summary.

GST has the meaning defined in the A New Tax System (Goods and Services) Act 1999 (Cth).

License means the license granted by Sirius Productions to the Client as specified in Item 5 of the Summary.

Services means the services provided by the Sirius Productions and set out in Item 2 of the Summary.

Summary means Sirius Productions Services Agreement Summary attached to this Agreement which forms part of this Agreement.

Term means the period set out in Item 7 of the Summary.

Territory means the territory set out in Item 8 of the Summary.

Uses means the permitted uses granted by Sirius Productions to the Client for use of the Deliverables as set out in Item 6 of the Summary.

2. ENGAGEMENT AND SERVICES

2.1. The Agreement is between Sirius Productions and the Client. The Client wishes to engage Sirius Productions and Sirius Productions accepts the engagement to hereby:

- (a) provide the Services to the Client;
- (b) produce the Deliverables; and
- (c) **upon full payment of the Fee and the Expenses, Sirius Productions will grant the Client the License on the terms set out in this Agreement.**

3. QUOTATIONS

3.1 Sirius Productions will issue a quotation in respect of any Deliverables proposed to be provided under these Terms. The quotation remains open for acceptance up to 21 days from issue date. Sirius Productions may withdraw the quote at any time. The Client can accept the Quotation by signing a copy and sending it to Sirius Productions.

3.2 If the client accepts Sirius Productions's quotation, Sirius Productions will issue an invoice and Production Schedule setting out the following details:

- (a) the nature of the Deliverables to be provided pursuant to the Production Schedule;
- (b) any specifications for the Deliverables
- (c) a production plan for the preparation of the Deliverables;
- (d) the fee payable to Sirius Productions for the Deliverables and the payment schedule for the Deliverables;
- (e) the deposit amount to be paid in advance on account of the Deliverables which is 50% upon agreement to proceed and 50% upon delivery of the final deliverables.

3.3 Once the client accepts the Production Schedule and pay the specified 50% initial payment, Sirius Productions will begin providing the Deliverables in accordance with the Production Schedule. The client can accept a Production Schedule by signing and returning to Sirius Productions

3.4 Any quote that Sirius Productions issues is based on the information provided at the time of the quote. If there is a change to the nature of the scope, before or during the Production Schedule, additional add-on fees will apply. The Client will be informed and agree to all add-on fees outside of original quote.

3. PAYMENT AND FEES

3.1. The Client agrees to pay the Fee and Expenses (plus GST, if applicable) to Sirius Productions Invoices are due 14 days after the invoice date. Late fees will apply.

3.2 Payment is to be made by direct deposit to the account nominated on the invoice by Sirius Productions

3.2. All amounts payable under this Agreement are exclusive of GST. If any amount payable under this Agreement is the consideration for a taxable supply under GST Law, then GST, calculated in accordance with the GST legislation, must be paid in addition to the amount specified in this Agreement at the same time and in the same manner as the Fee and Expenses.

4. RIGHTS GRANTED

4.1. In consideration of the full payment of the Fee and Expenses by the Client, the

Video Production Company grants the Client the License to use the agreed Deliverables for the Use(s) during the Term throughout the Territory. The License granted is not effective until both Parties have signed this Agreement and the Client has paid the Fees and Expenses in full.

4.2. The Video Production Company asserts all moral rights attached to the Deliverables and the Client does NOT have the right to edit, change, add to, take from, alter or otherwise amend the Deliverables without the prior written consent of the Video Production Company.

4.3. Notwithstanding the License granted under this Agreement, Sirius Productions reserves the right to use the Deliverables during the Term for the purposes of promoting and marketing the Video Production Company.

4.4. In the event that the Client wishes to extend the Use, Territory or the Term of this Agreement, the Parties will negotiate a further use fee in good faith at the time.

5. INTELLECTUAL PROPERTY

5.1. Unless agreed to in writing, Sirius Productions is owner of the intellectual property created by Sirius Productions in the course of the Services, including but not limited to the digital footage, animation, graphic design, still photography, or any other creative works.

5.2 Sirius Productions may display its own intellectual property notices and copyright on any Products and the Client must not obscure, remove, alter, or deface such copyright and intellectual property notices.

5.2. The Photographer retains all rights and ownership in the Photographs and any negatives (or digital equivalent) from which the Photographs are derived. No interest in the negatives (and/or digital equivalent) is assigned or licensed to the Client by this Agreement, unless expressly specified in the Summary. Unless otherwise agreed in writing, .

6. VIDEO PRODUCTION COMPANIES INTERPRETATION

6.1. The Parties agree and acknowledge that the details of the Services, and/or works of this Agreement have been discussed by the Parties and are described in full in Item 2 of the Summary and/or any applicable attached brief. It is further acknowledged that in the event that the Client or the Client's representative is not present on the Production Date(s) at the Location, then Sirius Productions interpretation of the Services shall prevail.

7. WARRANTY AND INDEMNITY

7.1. The Client warrants to Sirius Productions that:

- (a) it has the capacity and authority to enter into this Agreement;
- (b) it has obtained the necessary clearances in relation to the subject matter to be filmed; and
- (c) it will only use the images moving and still in accordance with the License granted under this Agreement.

7.2. The Client agrees to indemnify Sirius Productions against any actual and direct loss, claim, injury or damage (including any reasonable legal costs or expenses properly incurred) by Sirius Productions as a result of breach by the Client of the above warranties.

7.3 The Client will also indemnify Sirius Productions and keep it indemnified for all expenses Sirius Productions may incur on the Client's behalf or in carrying out its obligations under these Terms.

8. CANCELLATION BY CLIENT

8.1. If the Client cancels the Agreement prior to the Cancellation date as set out in Item 3 of the Summary, Sirius Productions reserves the right to charge the Cancellation Fee set out in Item 3 of the Summary. In the event that the Client cancels or postpones the Services after the Cancellation Date, Sirius Productions reserves the right to charge the Client the full Fee and Expenses.

9. TERMINATION

9.1. This Agreement may be terminated if:

- (a) The Client fails to pay any part of the Fee or Expenses;
- (b) The Client is declared bankrupt, enters into administration or into liquidation; or
- (c) The Client is in breach of this Agreement and has failed to rectify the breach within 14 days after receiving written notice from Sirius Productions of such a breach.

9.2. Immediately upon termination:

- (a) All rights in the Deliverables) revert to Sirius Productions;
- (b) The Client must return all physical property (including but not limited to the Photographs and any equipment); and

(c) All Fees and Expenses owed to Sirius Productions under this Agreement must be paid in full.

10. CONFIDENTIALITY

10.1 Each party acknowledges the confidentiality of the other party's confidential information. Neither party will gain a right or interest in the other party's confidential information, other than for the purposes contemplated by these Terms

10.2 Each party must keep all of the other party's confidential information confidential, and only use it for the purposes of fulfilling its obligations under these Terms. However this obligation will not apply to information which

- (a) was in the public domain when it was provided to a party, or later enters the public domain, through no fault of the party; or
- (b) the party is obliged by law to disclose, provided that it first advised the other party of this obligation.

11. MISCELLANEOUS

11.1. This Agreement constitutes the entire understanding between the Parties, and may not be modified, amended, or otherwise altered unless agreed in writing between the parties.

11.2. If any provision of this Agreement is held to be invalid under the law, the validity of the whole shall not be affected. The remaining provisions will remain in full force and effect. Sirius Productions delay, failure or neglect to enforce a term of these Terms is not to be taken as a waiver of that Term or the rights of Sirius Productions, or a consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

11.3. Each party must do all acts and execute all documents as necessary to give effect to this Agreement.

11.4. The Client must not assign or sub-license all or any of its rights in this Agreement without prior written consent of Sirius Productions.

11.5. This Agreement must be read and construed according to the laws of the state indicated in Item 10 of the Summary. The Parties submit to the jurisdiction of that state.

11.6 Sirius Productions is not responsible for storing or archiving the Deliverables.

11.7 Sirius Productions may arrange for subcontractors to perform any of its obligations under these Terms or a Production Schedule.

11.8 Sirius Productions warrants that any service that it provides as part of the Deliverables will be provided with a reasonable level of care and skill, using appropriately skilled personnel.

11.8 These Terms are governed by and will be interpreted according to the laws of NSW, and the parties consent and submit to the jurisdiction of the NSW courts.