



Terms & Conditions of Business

It is the clients responsibility to read and understand all the companies conditions of business, once an order has been placed all the following conditions apply, there is no variation of terms or conditions without written authority from the company.

1. Interpretation

In these terms and conditions unless the context otherwise requires..

- a. "The Company" means, FCAG, Feather Creative Advertising Group Pty Ltd and/or AUS-TV International Pty Ltd, as designated
- b. "The Customer" or "Client" means the person (including his successors, personal representative and permitted assigns) authorizing services from the Company.
- c. "Services" means all or any items utilized by the customer through FCAG "The Company".

2. General

These items and conditions are deemed to be incorporated into all contracts for the supply of equipment and or services to the customer and supersede all items and conditions previously issued by the company. These items and conditions constitute the whole of the agreement between the company and the customer and shall not be varied in any way unless with the written agreement of the company and there are no other conditions, warranties, promises, representations or obligations, express or implied by law. Any order placed by the customer is deemed to be an order unconditionally accepting these terms and conditions.

3. Estimates

The company will provide estimates to the best of it's ability so that the overseas client can compare cost structures and make decisions on those figures shown. Should these figures vary through circumstances such as weather, technician or equipment cancellation any extras in budget items due to either unforeseen or seen circumstance, creative decision making with alteration to schedule, incorrect creative decision making with alteration to schedule or any other reason that may arise due to the fault of any technician or event that may happen throughout the production schedule either in the control or non control of the Company the client will bear the cost of those extras with the companies service fee..

4. Weather Contingency

Weather cancellations, weather delays and costs incurred are at the overseas production companies cost . A weather contingency figure can be added to the budget estimate for you upon the client's request.

- a. The Company can organize estimates on weather insurance for the client and this figure will be added to the Companies budget estimate. The Company service fee will apply to this coverage.

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5. Our Fee Structure

The Company operates on a strict cost plus criteria, a flat rate of 20% is charged on all items of production. (All items means all items completely unless expressly written from the contract by The Company).

- a. All local fees on crew and talent are per normal scales though we only use the most experienced technicians available and utilize the best in equipment, facilities and post production services. Rates for these services are negotiated by the company and are normal book rate subject to length of job and size of production.
- b. Any Pre-production requires the quoted pre-production budget plus the 20% service fee to be lodged into the Company account. Upon either written or verbal agreement this payment must be submitted 5 working days before the commencement of official pre-production or we would be unable to proceed. Only EFT, Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company. Cheques and credit card payments are not accepted.
- c. Progress to production requires the quoted production budget plus the 20% service fee to be lodged into the Company account also 5 days prior to the commencement of production. Only Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company, cheques and credit card payments are not acceptable.
- d. Should the overseas producer be returning abroad for post production then before masters leave the country any extras in budget schedules with the additional 20% will be paid prior to masters being released to the client. Only EFT, Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company. Cheques and credit card payments are not accepted.

AUS-TV/Feather Creative

- e. Progress to post production requires the quoted post production budget plus the 20% service fee to be lodged into the Company account 5 days prior to the commencement of post production. Only Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company, Cheques and credit card payments are not accepted.
- f. At the conclusion of post production again any extras in budget are to be paid with the additional 20% service fee to FCAG or AUS-TV before masters will be released to the overseas producer.
- g. Should an overseas client be operating on a very short production schedule then all monies may be required to be deposited into the Company account prior to commencement of any production. This fee will include all budget items and the company service fee. At the close of the production all fees will have to be finalised before the release of masters to the client.

Only EFT, Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company. Cheques and credit card payments are not accepted.

- h. The Company will refund to the client any costs that have been saved from the original quoted budget. This will be done within 72 hours of close of production.

6. Failure to Pay or transfer monies in the time frame required.

- a. Should the overseas customer fail to have funds transferred to the company account in time for any level of production be it in either accommodation, pre-production, production or post the allocated monies for that area of the production will not be used to cover other areas of the production while waiting on further monies to be transferred. Failure to meet budgetary deadlines may invoke the instant cessation of production and customer accommodations and the cancellation of the project. In this instance all monies allocated will be used to pay our agreed costs and any other items then billed to the customer. Masters will not be released to the customer until accounts are finalized with the company. Only EFT, Telegraphic transferred cleared funds or cash in Australian currency will be accepted by the Company. Cheques and credit card payments are not accepted.

7. Implied Terms

- a. The customer acknowledges that neither the company nor any person purporting to act on its behalf has made any representation or given any promise or understanding which is not expressly set out in this agreement whether as to the fitness of staff, equipment or any other production item not included herein for any particular purpose or any other matter.
- b. The customer further acknowledges that it has determined the equipment and or technicians conforming to the contract description will be fit for its purposes and it has not relied on the skill or judgment of the company or any person purporting to act on its behalf in selecting such equipment and or technician for completeness, correct functioning and suitability, including the testing of all equipment.
- c. The provision of this clause do not apply insofar as their application is prevented by the Trade Practices Act 1974 (Australia) or the laws of any other State or Territory.

8. Limitation of Liability

- a. The customer acknowledges and agrees that unless expressly provided for in this agreement the company shall not be liable to the customer or the customer's servants or agents or clients for any direct, indirect, incidental or consequential loss, injury or damages of any nature how so ever caused (whether based on contract, tort or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business, reputation, direct or indirect labor costs and overhead, expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract. The provisions of this Clause shall not apply in so far as their application is prevented by any State, Federal, or Territory laws in the applicable country.

9. Property Risk and Insurance

- a. Various third party property and some equipment items are required on a per job basis and payable by the client, as are additional insurance's required for other items of risk that may but not be limited to crew protection, aerial and underwater equipment protection, location insurance's, talent and stunt performer protection or any other items not listed here in.
- b. The Company (AUS-TV or FCAG) will require a copy of the customers personal company third party insurance for their production company in their home country. This third party insurance must include Australia within its protected territories for the particular production that the customer is to be producing through the Company. (AUS-TV or FCAG)

The customer shall indemnify via their third party insurance and keep indemnified and save harmless the Company and the Company's servants and agents for a minimum of a \$20,000,000.00 from all damages, suits, actions, claims, and demands of every description whatsoever and however arising either directly or indirectly from the use, maintenance, transport, operation of the equipment or staff or technician or contractor or otherwise arising out of or in connection with this agreement whether resulting from negligence of the Company, its servants, agents or otherwise.

- c. Unless otherwise agreed to by the company in writing, third party insurance MUST be effected by the customer with a reputable insurance company in their home country and copies of insurance documents must be delivered to the Company before the services commence. This ensures that the customer is protected via their own insurance and any initiated in Australia for the production.

d. In the event equipment is lost or damaged (fair wear and tear excepted) while at the risk of the customer through the Company, the customer shall be liable for and agree to compensate the Company for the total replacement cost or total cost of repairing the equipment, or excess fee charges for insurance on claims, as what ever the case may be. (The equipment hirer would deem these costs to the company and the company would pass these costs to the customer.)

Further the customer agrees to compensate the Company for all hire charges incurred whilst the equipment is being replaced or repaired. Customer acknowledges that the hired equipment is specialized and can require loss of hire for an extended period. This loss of hire insurance will be added to the local policies for the particular production required.

10. Government charges

A mandatory 10% Goods & Services Tax (GST) is added to the cost of production. Any other government charges (State government stamp duty) will be billed to the production budget and the customer will be responsible for these items as per normal production costs

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11. Cancellation fees

The Company is bound by various cancellation fees as set forth by our suppliers, therefore payment schedules, booking agreements with facilities, talent and equipment will be sometimes require earlier payments to the Company. In these cases they will be raised with the overseas producer and the budget adjusted appropriately.

12. Assignment

This agreement may not be transferred or assigned to any other party without the consent in writing from the Company (FCAG).

13. Feather Creative Disclaimer

The Company provides efficient co-production service and production management and cannot and does not accept any cost liabilities on behalf of the International producer. (Whether seen or unforeseen in occurrence based on the above terms and conditions)

14. Waiver

Any failure by the company to insist upon strict performance by the customer of any items or conditions contained in this agreement shall not be taken to be a waiver thereof and no waiver by the company of one breach of any term or condition in this agreement, whether expressed or implied, shall operate as a waiver of another breach of the same or of any other terms or conditions in this agreement whether expressed or implied.

The following representative

Of the client/customer company

hereby understand and have read the terms and conditions outline listed on the previous pages supplied.

President/Directors full names and signatures....

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Dated this day

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Company address

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Contact numbers.....

Witness to the signatory.....

Name and Address.....

Dated