

SERVICE CONTRACT TERMS AND CONDITIONS

These terms and conditions apply to the agreement between KARRYON Studio referred to in this document as the "COMPANY" set out in the contact with this booking form, quotation or invoice and the contracting counterparty referred to in this document as the "CLIENT for the services to be provided by the COMPANY Company to the CLIENT for the event(s) or service(s) detailed below, referred to as the "EVENT(S):"

1. RESERVATIONS & PAYMENT TERMS

The COMPANY requires the payment of the deposit invoice to reserve the dates and times of the EVENT(S). The CLIENT must settle their outstanding balance before the delivery of the final edited project files.

The CLIENT must pay any outstanding balance within 14 days of the final invoice. Failure to pay will incur a 10% compound interest fee calculated on a weekly basis and invoiced additionally every fortnight.

2. PAYMENT SCHEDULE

All projects require full payment within 14 days of the final invoice or before commencement of work.

We do not provide credit, all work is to be paid for before completion and exchange of content files. In the event the CLIENT fails to remit payment as required, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend future EVENT(S) or project locations.

3. POSTPONEMENT & CANCELLATIONS

If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the deposit / retainer fee is non-refundable and shall be liquidated damages to The COMPANY. The CLIENT shall also be responsible for payment for any charges incurred up to time of cancellation, including but not limited to: hiring equipment, expense to secure a recording location or studio, booking venues, crew costs, other supplier expenses & travel costs etc.

4. CANCELLATION COSTS

If an EVENT or production is postponed after entering this agreement the CLIENT will be liable for 25% of the project costs. Should the production be cancelled 7 days prior to

the first shoot date, 50% of the project quote will be due. The deposit will then be non-refundable.

5. LATE SCHEDULING CHANGES

If scheduling is changed less than 48 hours from an EVENT(S), such as delaying start times, the budget will still be set based on the quoted schedule start time, and crew will still be paid from the time that they have been booked at the cost of the CLIENT.

6. EVENT(S)/PROJECT SCHEDULE

The CLIENT agrees to confirm the EVENT(S) schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT. If a project is confirmed in writing, but no deposit has been paid 48 hours prior to the EVENT(S) starting, the project will be deemed as cancelled and cancellation costs will incur.

7. SAFETY & EQUIPMENT

The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) / PROJECT if the crew / staff from the COMPANY experiences inappropriate, threatening, hostile, dangerous situations or offensive behavior from person(s) at the EVENT(S) or projects, or in the event that the safety of the crew from the COMPANY is in question. We will not work in bad weather where equipment may be damaged.

8. SERVICE TIME / ADDITIONS

The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplishing the goals and wishes of all parties. Service commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for an EVENT(S), photography & video will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT on completion of the project.

Our quotations are based on all parties delivering on their agreed roles, responsibilities and on time.

If the CLIENT be unable to deliver on their responsibilities (such as book talent, transport, props, venues, wet weather contingency) and a recording needs to be delayed, rescheduled or re-recorded then fees will increase.

Additional costs may be higher than the initial estimated project budget due to overtime rates and last minute booking fees. These costs will be responsibility of and passed on to the CLIENT.

9. OVERTIME

If crew on location are asked to stay on and work beyond the initial estimated time, additional fees will be charged on the final invoice. If crew are instructed to work beyond 12 hours without a subsequent break of 8 hours then their hourly rates will be doubled. We will not move forward to complete unapproved overtime work requests without email approval from the CLIENT. Our crew will not work beyond 16 hours due to occupational health and safety regulations.

10. CREW STAND-BY RATES

If COMPANY staff or equipment are required to be ready for short lead-time deployment during a period of time, for location recording a "Stand-by" rate may apply. In instances where the COMPANY crew are instructed for delayed deployment to a location due to weather or other reasons then stand-by rates may apply.

11. LAST MIN CALL-OUT RATES & PRICING

If a project is confirmed at very short notice, there may be additional costs beyond the original quoted price. In such 100% up-front payment must be made.

12. DEADLINES

Deadlines are based on client responses & feedback being delivered promptly.

If we are given revision information we will implement it to meet our existing agreed deadlines. Should a project be delayed waiting on client feedback, the COMPANY will not be responsible for late delivery of content. Should deadlines be moved forward so the COMPANY has less time than originally quoted for, then additional costs may incur. Should CLIENT feedback on draft edits be delayed, and the COMPANY is left to work overtime to meet a non-movable deadline there may be additional charges.

13. EXPENSES INCURRED

When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT. Any additional crew expenses and miscellaneous project consumables will be charged at project completion. This includes meals, water, accommodation,

ground transport, hard drives, USBs, tape, batteries and any miscellaneous items that were requested during the project to ensure the successful delivery of our project scope.

14. TRAVEL DAY RATES

Travel days are charged at 50% of regular production day rates. Should a travel day transform into a recording day, then it will be charged at production day rates.

15. TRAVEL EXPENSES

All travel expenses are based on the distance between the EVENT location(s) and the COMPANY local studio address. For ground transport for all EVENT(S) the first 30 kilometres round-trip of travel are included.

All kilometres in excess of 30 kilometres round-trip are charged at \$0.10 AUD per km. Any additional travel costs such as, but not limited fees for airfares, boat tickets and taxis are the responsibility of the CLIENT. For EVENTS or projects requiring overnight stay for crew, all expenses will be billed on completion of the project.

16. ADDITIONAL SERVICES & CHANGES

If the CLIENT requests any changes to the Proposal requiring additional Services to be performed by the COMPANY, then: (a) The additional Services will incur additional Fees. (b) if the COMPANY is of the opinion (acting reasonably) that the changes amount to a significant and material alteration of the original Proposal, such changes (including the additional Services and Fees) will be documented in writing and presented on delivery of the completed works (c) at its sole discretion, the COMPANY may issue an invoice for the additional Fees at any time, whether or not the changes are agreed to in writing or not pursuant to the above clause. Additional costs may at times not be discussed until the scope of additional work has been properly understood on completion of a project.

17. MULTIPLE PROJECT STAKEHOLDERS

If a project has multiple CLIENT stakeholders involved, each with equal authority to request & approve changes to the project scope, the COMPANY is not responsible to ensure all CLIENT stakeholders are informed of all changes at all times. The COMPANY will record specific approvals by the CLIENT stakeholders for final invoicing.

18. IMAGE RETOUCHING

Unless detailed in the project quotation,

normal service rates quoted include retouching of existing objects in an image, however do not include removal, alteration, expansion, relation of visual objects.

Requests for additional retouching may require additional costs. Instances such as meticulous retouching of damaged clothing, adding or removing accessories, changing colors of products, removing background objects such as vehicles, power lines, towers, construction & rubbish.

19. CONTENT COPYRIGHT & OWNERSHIP

The photographs and video recorded or created by the COMPANY are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without explicitly written permission from the COMPANY.

In simple terms the COMPANY owns the visual content that we create. This can be (but not limited to) recorded video footage, photographs, animations, illustrations, physical models. We license the copyright and usage of that content to the CLIENT for specific use as outlined on the project quotation. Unless detailed as a specific in the quotation, raw project files such as footage, images are NOT provided to the CLIENT.

If the CLIENT has purchased image files from the COMPANY, as indicated in the project quotation, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. The COMPANY grants the CLIENT permission to share the images on social networking websites and on vendor websites as long as the images and video remains unaltered and textual credit is explicitly given to the COMPANY. No image file or video content is to be used for commercial purposes or sold to Third parties, without additional written consent from the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs or video beyond the above channels.

20. MUSIC & AUDIO LICENSING

Music that is licensed for the use in videos and animation is licensed to the COMPANY for use in that specific visual project. Music / Audio files are not to be used by the CLIENT in other projects under the assumption that because a song has been licensed it can be used elsewhere.

21. LEGAL RESPONSIBILITIES

The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to bad weather conditions, obtrusive guests or staff onsite, lateness of the CLIENT or guests, schedule complications, incorrect addresses provided to the COMPANY, rendering of set components or decorations, or restrictions of the locations, equipment failure, damaged equipment, civil unrest, natural disasters or Acts of God.

The COMPANY is not responsible for backgrounds in images or video or for lighting conditions which may negatively impact or restrict the photo or video coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

22. LIMIT OF LIABILITY

In the unlikely event that the assigned crew member from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

23. VENUE AND LOCATION LIMITATIONS

The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

24. PERMITS

The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

25. POST PRODUCTION & EDITING STYLE

The final post production and editing styles, effects, and overall look of the images and video are left to the discretion of the COMPANY.

26. CAPTURE AND DELIVERY

The COMPANY is not liable to deliver every image taken at the EVENT(S). The determination of images or footage recorded then delivered to the CLIENT is left to the creative discretion of the COMPANY.

The total number of images or video content is up to the COMPANY.

27. CONTENT ARCHIVE & STORAGE

The COMPANY will keep an archived copy of the projects RAW visual content files – (photos or video) for a 2 year period. Once the final edited version of a client's project is delivered The COMPANY will keep copies of the final delivered and completed video / images files on archive for a period of 2 years.

Should a copy be required at a later date once the project has been completed The COMPANY may provide the archived content

for a file management fee. The COMPANY is not liable for the loss of archived project footage or final copies of clients visual content. The COMPANY is not responsible for archiving entire project edit or workflow files.

28. CONFIDENTIALITY

A Party must not disclose, or use for a purpose other than contemplated by this Agreement, any Confidential Information.

A Party may disclose any Confidential Information:

- i. to the other Parties to this Agreement;
- ii. in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
- iii. if required under any law or under a procedure for discovery in any proceedings;
- iv. to a Party's financiers, consultants or legal advisers, provided that the financiers, consultants or legal advisers (as the case may be) have given undertakings to maintain the

confidentiality of the confidential information; or
v. with the prior written consent of the other Parties.

This clause survives the termination of this Agreement.

29. MODEL RELEASE

The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, social media, educational, commercial purpose, any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

30. QUOTATION VALIDITY PERIOD

Cost estimates provided for projects are valid for 1 week or for the period specified on the cost estimate.

31. ENTIRE AGREEMENT

This Agreement shall take effect for one year from the date it is signed by both Parties.

This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties.

In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

No Party is entitled to directly or indirectly assign any of its rights or obligations hereunder; without the prior written consent of the other Party.

32. GOVERNING LAW & LANGUAGE

This Agreement is governed by the laws of Australia. In relation to any legal action or proceeding arising out of this Agreement or its subject matter, the parties submits to the jurisdiction of the Australian NSW Court.

33. DISPUTE RESOLUTION

I. Negotiation

If there is a dispute between the parties arising out of or in connection with this Agreement, within 10 business days of a party notifying the other party in writing of the dispute, a senior representative from each party must meet and use all reasonable endeavors acting in good faith to resolve the dispute by joint discussions.

II. Mediation

(a) If the dispute is not settled within 20 days of notification of the dispute, the parties will, if mutually agreed, submit the dispute to mediation administered by a professional mediation body agreed by the parties in writing. If the mediation body is not agreed within 7 days of the initial notification of a dispute notification.

(b) Any mediation meetings and proceedings under this clause must be held in Sydney, Australia.

III. Court proceedings and other relief

A party may not start court proceedings in relation to a dispute until it has exhausted the procedures in this clause.