

Every time you brief Natwest Creative Designs to develop and implement design solutions for you, these Standard Terms of Trade will apply. Please read these terms carefully and subject to any correspondence between us and constitutes our Agreement. Your continued engagement of Natwest Creative Designs constitutes your acceptance of these Standard Terms of Trade.

OUR ROLE // When you brief Natwest Creative Designs, we will discuss your business requirements with you to tailor our services to meet your specific needs. We will confirm the scope of our role with you in writing and consult with you to develop and implement design solutions. In the course of providing the services to you, we may act upon your verbal instructions unless we receive written instructions to the contrary.

OUR FEES // Natwest Creative Designs provides Desktop Publishing services. Our fees for the provision of these services are as follows (and subject to the Billing Arrangements set out below):

- Standard hourly rate, billed in minimum half hour blocks of time.
- Reasonable proofing/revision limits apply to each brief (one major change (ie complete style change) and up to 4 minor revisions). Should these limits be reached, further changes/revisions can be charged at the standard hourly rate.
- Re-supply of works will be charged at 25% of invoice.
- Confirmed referral work will attract a 10% discount off your next invoice.
- Purchase of the "Toolkit" will attract a 75% fee of original invoice and is at the discretion of Natwest Creative Designs.

QUOTES & BILLING ARRANGEMENTS // Natwest Creative Designs will provide you with a quote for our services. This quote will be based on the brief you provide to us and the nature of the services you require. All quotes are exclusive of GST. Each quote is based on our understanding of your needs and the scope of your project at the time you brief us. In the event that we determine our quote needs to be revised due to an expansion of the scope of the services required, or where we identify a need for additional work, we may re-issue our quote. We will discuss any change in the services required with you prior to issuing you with a revised quote. We ask that you confirm your acceptance of our quote in writing within 14 days of the date of issue. Upon completion of your brief, we will issue you with a tax invoice for our fees which is payable within 7 days of the date of issue.

THIRD PARTY INVOICES // Natwest Creative Designs may engage third party service providers to assist with your brief. Third party services include but are not limited to printing, photography, illustrations, couriers and media liaison and placement. Where we engages third party service providers to provide services in respect of your brief, we will charge you a 10% service fee on those third party invoices.

STATUS REPORTS AND SIGN-OFF // Natwest Creative Designs can provide you with status reports at agreed intervals which will cover each brief and outline the status of the job, further action, due dates and final delivery. All dates for the delivery of Natwest Creative Designs services as set out in the status reports are guides only. Natwest Creative Designs will make every effort to accommodate your requests for delivery of finished product.

Natwest Creative Designs will submit final artwork for your sign-off. You acknowledge and agree that following sign-off by you, if any errors or omissions in the artwork are identified, Natwest Creative Designs will not be responsible for any such errors and omissions, and you will be liable for further fees and third party charges in rectifying the error or omission.

LIEN // Natwest Creative Designs will retain a lien over all finished product until such time as we receive cleared funds in payment of our invoice.

GOODS & SERVICES TAX // All quotes provided by Natwest Creative Designs are exclusive of GST. We will pass on to you any GST applicable to the supply of our services to you. If the whole or any part of Natwest Creative Designs fees are subject to GST, the GST in respect of those fees must be paid to Natwest Creative Designs in addition to the payment of our fees.

COPYRIGHT & INTELLECTUAL PROPERTY // Upon completion of your brief, Natwest Creative Designs shall assign all copyright in any and all works (the "Client Works") created and produced by Natwest Creative Designs to you for use and exploitation in Australia only (the "Territory"). Natwest Creative Designs shall retain all copyright and ownership of all copyright and intellectual property rights in the brief outside the Territory. In the event that you or your subsidiary, parent company or other related organisation wishes to use the finished product outside the Territory, you will require the prior written consent of Natwest Creative Designs. We reserve the right to charge a further fee for the use and exploitation of the finished product outside the Territory.

You grant to Natwest Creative Designs a perpetual, unlimited and royalty free license to use the Client Works in any media for the purposes advertising and promoting the Natwest Creative Design business. Natwest Creative Designs shall retain all rights in any of its intellectual property, including but not limited to designs, materials, templates and live files (the "Toolkit") used to create and produce the Client Works.

COPYRIGHT & INTELLECTUAL PROPERTY (con't) // Natwest Creative Designs will use its best endeavours to secure copyright over any third party material used in the production of your brief. Where Natwest Creative Designs is required to incorporate library images or musical works into the finished product, it will almost always be impossible to secure copyright in respect of those works in the Territory. Where such works are used, Natwest Creative Designs will liaise with the copyright owners to secure a licence for the use of the works. A service charge of 10% will apply where Natwest Creative Designs is required to secure any such licences. Where the client seeks to use and exploit the finished product outside the Territory, it will be the client's responsibility to secure and pay for any additional licences for copyright that may be required.

CONFLICT // In the event that Natwest Creative Designs is offered an account which would reasonably conflict with your brief, Natwest Creative Designs will discuss any such conflict with you. Natwest Creative Designs will not accept an account for a product or service directly in competition with your product or service, whilst engaged to produce your Client Works, unless we obtain your prior written approval, which shall not be unreasonably withheld or delayed.

COMPLIANCE // Natwest Creative Designs will ensure that the services we provide to you will, where necessary, comply with the Broadcasting Services Act 1992, Competition and Consumer Act 2010, any applicable Commonwealth or State laws, by-laws or regulations and any applicable Australian industry codes and practices. Where you seek to use and exploit the finished product outside the Territory, you will be responsible for ensuring the finished product complies with all applicable laws outside the Territory.

LIMITATION OF LIABILITY // You agree to indemnify the other against any costs, damages, fines and losses incurred by Natwest Creative Designs as a direct result of your breach this agreement or as a result of a negligent act or omission by you. Neither party shall be liable to the other for any indirect, consequential, special or punitive loss or damage including but not limited to loss of profit, loss of revenue, production or operating losses, lost sales or contracts, loss of opportunity or loss of goodwill arising out of or in relation to the provision of services by Natwest Creative Designs, irrespective of whether a party has knowledge of the possibility of any such damages.

CONFIDENTIAL INFORMATION // In the course of providing our services to you, Natwest Creative Designs may deal with confidential information of your organisation. Natwest Creative Designs shall keep confidential all confidential information during the course of our engagement and afterwards, unless disclosure is permitted by you or required by law.

PRIVACY // Natwest Creative Designs is committed to respecting the privacy of your personal information and holds all such information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information means information which identifies you as an individual or from which your identity can be reasonably ascertained. For example, home addresses, telephone numbers and email addresses constitute personal information. Natwest Creative Designs may share your personal information with third parties in connection with the provision of services, including other service providers that may assist Natwest Creative Designs with photography, printing, technology and other related services.

Natwest Creative Designs may also, during the course of providing services to you, disclose personal information collected about you:

- where you have consented to such use or disclosure;
- to maintain our relationship with you; and
- to the extent that we are required or authorised by law to do so.

Natwest Creative Designs may use your personal information to keep you informed of our services, events and other matters. If you do not wish to be contacted for those purposes please let us know. If you wish to access any personal information which Natwest Creative Designs holds about you, please contact us. Please provide us with as much detail as you can about the particular information you seek, in order to help us retrieve it.

TERMINATION // Either of us may terminate our engagement by giving written notice to the other party, with amount of time dependent upon scope of engagement. Minimum notice is 10 business days which will apply to one-off or casual agreements. Maximum of 6 weeks written notice for long term engagements. On termination of our engagement, Natwest Creative Designs will transfer, assign and make available to you all materials in our control belonging to you and obtained in connection with our brief and all information regarding advertising for your brief. Natwest Creative Designs will invoice you for work done as at the date of termination. Natwest Creative Designs will invoice you for any unfinished work authorised to you prior to termination.

ACCEPTANCE // Your continued instructions for the provision of services by Natwest Creative Designs will confirm your acceptance of these Standard Terms of Trade.

RELATIONSHIP // You acknowledge that Natwest Creative Designs will provide the services to you as an independent contractor. Nothing in this agreement gives rise to a relationship of employer/employee, principal and agent or partnership between you and Natwest Creative Designs.

GOVERNING LAW // This Agreement is governed by the laws of New South Wales.

