

GREG PIPER IMAGING SOLUTIONS pty ltd  
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Drummoyne NSW Australia 2047  
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**TERMS OF TRADE:**  
January 11, 2012

**ALL ASSIGNMENTS AND LICENCES ARE SUBJECT TO THE FOLLOWING AGREEMENT TERMS AND CONDITIONS**

**01. DEFINITIONS**

For the purpose of this agreement "the Agency" and "the Advertiser" shall include their respective successors and permitted assignees and where there is no agency or advertiser, all references in this agreement to either shall mean the Client.

"BUR" means the "Base Usage Rate" charged and includes first use of the Photographs.

Any additional usage is subject to clause 2.

"License" means those rights in the Photographs licensed to the Client pursuant to clause 2.

"Photographs" means all photographic material furnished by Greg Piper, whether transparencies, negatives, prints or any other type of physical or electronic material.

**02. COPYRIGHT AND LICENCE TO USE**

(i) Copyright

Greg Piper is the sole author of the Photographs. The Photographs shall be Greg Piper's interpretation, rather than a literal recreation of any concepts or layouts provided to Greg Piper by the Client or the Client's representative. Subject to the License, Greg Piper retains the entire copyright in the Photographs at all times throughout the World unless agreed otherwise prior to the work commencing.

(ii) License to use

The Client shall have the right to use the Photographs only in the media, within the territory and for the period set out overleaf. Any extended usage must be with the written consent of Greg Piper and will be subject to a further fee. The License cannot be transferred or onsold to a third party without Greg Piper's written consent agreed prior to the work commencing.

**03. OWNERSHIP OF MATERIALS**

Title to all Photographs/Images remains the property of Greg Piper. The Client shall return all Photographs in an undamaged, unaltered and unretouched condition within 30 days after first publication or use of the Photographs/Images unless agreed otherwise prior to the work commencing.

**04. LOSS OR DAMAGE**

Reimbursement by the Client for loss or damage of each original photographic transparency or film negative shall be in the amount of Two thousand Dollars (\$2,000). The Photographer and Client agree that the said amount represents the fair and reasonable value of each item.

**05. EXCLUSIVITY**

The Agency and Advertiser will be authorized to publish the photographs to the exclusion of all other persons including the Photographer for the duration of the License according to the usage rights designated therein. However, Greg Piper retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting the work. After the exclusivity period indicated in the License To Use the Photographer shall be entitled to use the photographs for any purposes. On expiry of first initial exclusive period, the Client will be offered the first right to extend the license upon payment of a further fee unless agreed otherwise prior to the work commencing.

**06. INDEMNITY**

Greg Piper shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of the Photographs or other use by the Client. The Client shall indemnify Greg Piper against any claims and/or damages against him/her including reasonable Counsel fees arising from the Client's use of the Photographs and the Photographer's use of the material or the instructions of the client.

**08. PAYMENT**

The Client shall pay all expenses referred to herein. Assignments under the value of \$3000.00 are C.O.D. All assignments where the total cost estimate exceeds \$3000.00 will require payment of 30% of the Total Fees before commencement. Full payment is required within 7 days of receipt of the relevant invoice by Direct deposit, Cheque, Master card or Visa card. Unless agreed otherwise, prior to the work commencing a late payment fee will be applicable.

**09. CLIENT APPROVAL**

The Client is responsible for having its authorized representative present during all "shooting" phases of the Assignment to approve the Photographer's interpretation of the Assignment. If no client representative is present, Greg Piper's interpretation shall be accepted. All approvals and job changes made by the Client's representatives shall bind the Client. Unless a rejection fee has been agreed in advance there is no right of rejection.

**10. OVERTIME**

In the event any Assignment extends beyond eight (8) consecutive hours in any one day, Greg Piper will charge overtime for crew members and assistants at a rate of one and one half (1.5) times their hourly rate or fee.

**11. CANCELLATIONS AND POSTPONEMENTS**

The Client is responsible for payment of all expenses incurred up to the time of the cancellation, plus 50% of the Photographer's fees.

If notice of cancellation is given less than two business days before the shoot date, the Client will be charged 100% of the Photographer's fees.

Weather postponements:

Unless otherwise agreed, the Client will be charged 100% of the fee if the postponement is due to weather conditions on location on the day, and 50% of the fee if postponement occurs before departure to the location.

**12. RE SHOOT**

Greg Piper will charge 100% of his fees; charges and expenses on any reshoot requested by the Client.

**13. ELECTRONIC DATA**

The Client shall not electronically or by any other means, methods or processes, whether now known or hereafter developed, in any manner, use, scan, reproduce, copy, store or alter any Photograph in whole or in part except as expressly agreed overleaf or with the subsequent written agreement of Greg Piper.

**14. RIGHT TO A CREDIT**

Creditation of the photographer (Photograph by Greg Piper or www.gregpiper.com.au) will be printed in reasonable proximity to all published reproductions of the photographs unless agreed otherwise prior to the work commencing.

**15. ENTIRE AGREEMENT**

This agreement is the entire agreement between the parties with respect to the subject matter and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.