

# TRADE AGREEMENT

## 1. EXPRESS MEDIA PRODUCTIONS UNDERTAKES:

- (a) to safeguard and promote the interests of the client to the best of its ability and to assist at any time on request, by providing it with pre-production, production and post-production.
- (b) to treat as confidential all information provided by the client and, in particular, to see to it that facts, secrets and plans relating to the business are not passed onto any third party without formal prior agreement with an executive of the client.
- (c) not to take on any obligation towards suppliers or other third parties without the client's prior consent. Such consent should ideally be in writing, however, it can be expected that in the course of business, telephone or verbal advice from the product manager or a more senior executive from the client will be accepted.

## 2. EXPRESS MEDIA PRODUCTIONS SHALL PROVIDE THE FOLLOWING SERVICES:

- (a) Pre-Production, Production and Post-Production
- (i) Consultation on the production, advertising, graphic and film or digital media production problems confronting the client and, more specifically, provide advisory assistance to the development of project, concepts, design, workflow and delivery of media.  
Provide recommendations in the form of verbal, written or samples to the degree of finish as required to adequately demonstrate the proposed concept.
- (ii) To make recommendations with regard to the employment of suitable companies or personnel to carry out special tasks.
- (b) Video, Film, DVD, Audio, Design, Animation and Web intergration
- (i) EXPRESS MEDIA PRODUCTIONS will provide planning, creative and technical resources for the design of film and video media.
- (ii) Creative submissions will be done after prior consultation or briefing with the client.
- (c) Payments to Suppliers  
EXPRESS MEDIA PRODUCTIONS shall be responsible for paying charges from suppliers and other commitments made on behalf of the client.
- (d) Documentation
- (i) EXPRESS MEDIA PRODUCTIONS shall provide detailed documentation as required to support important recommendations and submissions.  
However, it shall not be a pre-requisite for any recommendation that it be accompanied by a written document.
- (ii) EXPRESS MEDIA PRODUCTIONS will undertake to provide regular progressive work analyses to identify work in progress and deadlines.

## 3. COST STRUCTURE

- Where possible a pre-costed estimate will be provided to the client as follows:
- (a) Liaise and Concept Development. A pre-production fee is based on EXPRESS MEDIA PRODUCTIONS's hourly fee.
  - (b) Design and Finished Media Charges  
Production charges are determined on the basis of the time involved and the resources involved, by the director recording on a daily time sheet the time devoted to each job and the requirements of each stage of the production process.
  - (c) Copy Writing  
Copy writing charges are determined on the basis of the time involved.
  - (d) Ingestion, Video Editing, Animation, Compositing, Digital Asset Creation, DVD Authoring and Media Rendering.  
Production rates are charged on either the quoted rate, project rate or on a case by case basis as per EXPRESS MEDIA PRODUCTIONS's rates for any of the above services.
  - (e) Sound Design, Sound Effects, Foley, Voice Over and Sound Mixing.  
Sound design work is charged on either a project rate or as per EXPRESS MEDIA PRODUCTIONS's hourly rate.
  - (f) Rendering, Machine Time, Digital Warehousing, Output sources.  
All formats requested in the final product, as per the client's request are charged on a project rate.

## 4. PRODUCTION CHARGES

The costs of pre-production, production, post-production, and all other aspects of production are billed at the supplier's charge with a commission retained by EXPRESS MEDIA PRODUCTIONS or in the absence of supplier's commissions the addition of EXPRESS MEDIA PRODUCTIONS's current mark-up rate. This applies to film rental equipment, digital stock, duplication, replication, studio hire and transportation. It also applies to the hiring of directors, actors, voice talent, photographers, wardrobe, props, sound mixing etc.

## 5. SUNDRY CHARGES

Traveling costs, taxis, special deliveries, faxes, freight, postage, long distance telephone calls, and similar expenditure incurred in the client's interest, will be invoiced as incurred.

## 6. INVOICING AND PAYMENT

The client may be billed progressively for sundry or external charges, and in full on completion of the project. In some instances, some of EXPRESS MEDIA PRODUCTIONS's suppliers require a percentage (Up To 50% of their total invoice at commencement of the project. If this is the case, the client will be advised before production commences. EXPRESS MEDIA PRODUCTIONS's payment terms are strictly 30 days unless otherwise directly negotiated. The undersigned is responsible for payment of all invoices. EXPRESS MEDIA PRODUCTIONS's will not accept delayed payment due to the client waiting for payment from another party. EXPRESS MEDIA PRODUCTIONS's will not agree to invoicing another party for work undertaken on behalf of the undersigned.

## 7. COPYRIGHT

All copyright, in all countries and for all purposes, in material prepared in relation to the clients' production and media by EXPRESS MEDIA PRODUCTIONS, its employees, agents and contractors, in the absence of any contrary written agreement shall upon creation and without further formality, remain vested in EXPRESS MEDIA PRODUCTIONS in accordance with copyright law.

## 8. CONSULTANCY FEES / SPECIAL ASSIGNMENTS

EXPRESS MEDIA PRODUCTIONS may provide additional services such as training, research, web development, staff presentations, screening, lectures/tutorials etc.

Where on going requirements for these services applies, EXPRESS MEDIA PRODUCTIONS and clients may decide on a monthly retainer arrangement or alternatively negotiate a fee for service based on the hours spent.

## 9. INDEMNITY

It is understood that the client agrees to indemnify EXPRESS MEDIA PRODUCTIONS for all proper costs and expenses incurred by EXPRESS MEDIA PRODUCTIONS pursuant to this Trade Agreement and for any costs, damages, fines or losses incurred by EXPRESS MEDIA PRODUCTIONS and as a result of the client not complying with any Federal or State Laws, By-laws or regulations.

## 10. LEGAL CHECKS

If considered necessary, and with prior client approval, creative work may be discussed and checked for potential legal problems with EXPRESS MEDIA PRODUCTIONS's solicitors prior to proceeding to any stage of production. Legal costs incurred on behalf of a client are charged to the client as agreed.

## 11. CANCELLATIONS

Cancellation fees for media production services will be charged only after negotiations with the service provider allow no other alternative course of action. Whilst published cancellation dead lines are 'flexible', it must be remembered that the contracts entered into with the media service providers provide for adherence to such deadlines stated on the rate card. Cancellation of any Advertising or Replication, Duplication or Hire Booking after a quotation and project brief has been approved and signed by the client will incur a payment of 50% of the quoted fee.

## 12. TERMINATION

- (a) The client or EXPRESS MEDIA PRODUCTIONS may terminate this agreement by written notification.
- (b) All creative material, including proof, finished media, digital capture, animation, films, sound, etc. there to shall remain with EXPRESS MEDIA PRODUCTIONS until all outstanding accounts and agreed fees have been paid.

## 13. ACCEPTANCE

The Terms of Business contained in this document are hereby accepted upon approval of the EXPRESS MEDIA PRODUCTIONS quotation and commencement of the project outlined in the quotation.