

Head Office: 3/289 Camboon Road

Malaga WA 6090

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Malaga WA 6944

Standard Terms and Conditions

1. Definitions

“Booking” means communications from the client requesting COPTERCAM to provide a Service.

“Client” means a customer or any person / agent acting on behalf of or with the authority of the customer that engages or hires COPTERCAM Equipment or Services.

“Client Materials” means all text, images, settings and other materials provided or introduced by the Client for use in connection with the Services.

“Confidential Information” means all trade secrets and knowhow, financial information and other commercially valuable information of whatever description and in whatever form, including, without limitation, information that:

(a) is by its nature confidential;

(b) is designated by a Party as confidential;

(c) the recipient knows or ought to know is confidential;

(d) is “personal information”, that is, information or an opinion, whether true or not and whether recorded in a material form, about a natural person whose identity is apparent or can be readily ascertained from the information or opinion.

“Fees” means the consulting fees, design fees and any other charges payable by the Client for the provision of the Services;

“Intellectual Property Rights” means copyright, trademark, design and patents whether registered or not and including any rights to register such intellectual property.

“Services” means any Unmanned Aerial Vehicle (UAV), photography, videography, production, development, promotion, maintenance and any other services to be provided to the Client by COPTERCAM.

“Party” means either COPTERCAM or the Client and “Parties” has the corresponding meaning;

2. Acceptance and Entire Agreement

2.1. Unless there is a written contract between the Client and COPTERCAM, this Agreement contains the entire agreement between COPTERCAM and the Client and supersedes all earlier conduct and prior agreements and understandings between the Parties.

2.2. This Agreement commences on the date the Client makes a Booking with COPTERCAM or its booking agents.

2.3. Where there is a written contract between the Client and COPTERCAM, the contracts terms and conditions shall prevail.

2.4. No variation of this Agreement will be effective unless in writing and signed by COPTERCAM and the Client.

2.5. All Bookings accepted by COPTERCAM are subject to suitable weather conditions. The Client agrees that any deposits paid by the Client are not refundable should a Booking be cancelled or postponed by the client.

3. Payment of Fees

3.1. If requested by COPTERCAM, the Client agrees to pay a 50% deposit of the estimated Fees no later than 7 days prior to the scheduled booking date.

3.2. The outstanding balance of the Fees within 7 days of a tax invoice issued by COPTERCAM.

3.2. COPTERCAM may withhold the Client's access to the further services until all outstanding Fees are paid.

3.3. The Client is liable to pay any GST payable on a taxable supply made by COPTERCAM and the Client shall pay the GST at the same time as it pays the Fees.

4. Client Materials

4.1. The Client will deliver or make available to COPTERCAM the Client Materials in a timely manner to ensure that COPTERCAM has the necessary time to meet any agreed time schedules.

4.2. The Client will comply with all reasonable directions by COPTERCAM in relation to the format requirements of the Client Materials.

4.3. The Client grants COPTERCAM a royalty free licence to use and reproduce the Customer Materials for the purpose of providing the Services contemplated by this Agreement.

4.4. The Client warrants that the use of the Client Materials by COPTERCAM in accordance with this Agreement will not infringe the intellectual property rights of any third party.

4.5. The Client indemnifies COPTERCAM and its employees against any damage, loss, cost, and expense (including legal costs and expenses) of whatsoever nature or description arising from the infringement of intellectual property rights of any third party contained in the Client Materials.

4.6. COPTERCAM reserves the right not to use any Client Materials which COPTERCAM (acting reasonably) deems to be inappropriate or offensive or otherwise in breach of any laws or regulations.

4.7. COPTERCAM is not obliged to retain back up copies of the Client Materials and to the extent permitted by law COPTERCAM will not be liable (whether in contract, tort, negligence, statute or loss of any of the Client Materials).

5. Additional Services and changes to the Booking

5.1. If the Client requests a change to the booking, which requires additional Services to be performed by COPTERCAM, then:

(a) the additional Services will incur additional Fees calculated by reference to COPTERCAM's hourly charge for the time being; and

(b) at its sole discretion, COPTERCAM may issue an invoice for the additional Fees at any time, including on a monthly basis, whether or not the changes are agreed to in writing or not pursuant to clause 5.1(b).

6. Intellectual Property

6.1. All Intellectual Property Rights in anything produced by COPTERCAM in carrying out the Services ('COPTERCAM IP') will be retained by COPTERCAM.

6.2. Upon full payment of the Fees by the Client, COPTERCAM will grant a perpetual, royalty free, non exclusive and non transferable licence to the Client to use the COPTERCAM IP for the Client's internal purposes or purposes communicated in writing to COPTERCAM at the time of booking COPTERCAM Services.

6.3. The Client grants COPTERCAM a perpetual, royalty free, non exclusive and non transferable licence to use Client's trademark, business name and other mark or logo, media containing COPTERCAM footage for marketing and promotional activities to indicate the Client as a current or past client of COPTERCAM.

7. Default and Termination

7.1. The Client is in default if:

(a) the Client fails to comply with its obligations under this Agreement within 7 days (or such further time as COPTERCAM may specify) after COPTERCAM has given the Client a notice specifying the default and requiring it to be remedied; or

(b) the Client shall go into liquidation or become bankrupt or enter into any composition, arrangement with or assignment for, the benefit of the Client's creditors.

7.2. COPTERCAM may terminate this Agreement immediately by notice in writing upon default by the Client.

7.3. Upon termination of this Agreement for whatever reason:

(a) all Fees for Services performed by COPTERCAM up to and including the date of termination shall, whether or not due for payment, immediately become payable by the Client; and

(b) each Party must return to the other Party all Confidential Information owned by the other Party.

7.4. If the Client is in default, the Client must pay to or reimburse COPTERCAM on demand, the amount of all costs and expenses (including legal costs and expenses) arising as a result of enforcing any right under this Agreement.

7.5. Without prejudice to the rights, powers and remedies of COPTERCAM otherwise under this Agreement, the Client will on demand pay to COPTERCAM interest at the rate of twenty percent (20%) per annum on all Fees and other moneys payable by the Client to COPTERCAM under this Agreement but unpaid for more than 7 days from the due date, computed on a daily basis on the amount remaining owing from and including the due date until the date of payment.

8. Confidentiality

8.1. Subject to clause 8.2, a Party must not disclose, or use for a purpose other than contemplated by this Agreement, any Confidential Information.

8.2. 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.

8.3. This clause survives the termination of this Agreement.

9. Limitation of Liability

9.1. The Client acknowledges and warrants that it:

- (a) is satisfied as to the suitability and fitness for purpose of the Services and accepts, and assumes any risk associated with its use of the Services; and
- (b) accepts liability for and assumes the risk of all costs, fees, losses, expenses and damages it may suffer or incur arising out of or in connection with its use of the Services.

9.2. To the extent permitted by law, all conditions or warranties which would otherwise be implied in this Agreement, are hereby excluded.

9.3. COPTERCAM's liability to the Client under this Agreement, to the extent such liability is not capable of being lawfully excluded pursuant to this Agreement, is limited to:

- (a) where the liability arises from defective goods or services provided by COPTERCAM, or a failure to supply goods or services in accordance with this Agreement, the rectification or resupply of those goods or services; and
- (b) in all other cases, the Fees paid by the Client under this Agreement.

9.4. COPTERCAM is not liable to the Client for any indirect, consequential, special or economic loss or damage (including without limitation loss of data, loss of time, loss of profits, loss of revenue, failure

to complete projects due to poor weather, loss of contracts, loss of goodwill, third party claim or punitive damages) whether in contract, tort (including negligence), statute or otherwise arising in any way from the use of the Services provided by COPTERCAM under this Agreement or otherwise resulting from any act or omission of COPTERCAM.

10. Notices

10.1. Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

(a) must be in writing in order to be valid;

(b) is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party;

(c) will be deemed to have been duly served, given or made in relation to a person if it is hand delivered or posted by prepaid post to the address, or sent by facsimile to the facsimile number, of that person; and

(d) will be deemed to be served, given or made:

(i) in the case of prepaid post on the third day after the date of posting;

(ii) in the case of facsimile on receipt of a transmission report confirming successful transmission; and

(iii) (in the case of delivery by hand) on delivery.

10.2. The details of each Party for the purposes of giving notice are as set out in the Proposal.

11. General

11.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal it is severed and the remainder of this agreement has full force and effect.

11.2. This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

11.3. Each Party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

11.4. No failure to exercise nor any delay in exercising any right, power or remedy by COPTERCAM operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right power or remedy by COPTERCAM. A waiver is not valid or binding on COPTERCAM unless made in writing.

11.5. This Agreement is governed by the Laws of Western Australia.