



HEAD OFFICE

| +61 2 8850 5455

| thirdegree.agency

| Thirdegree Pty Ltd

| ABN : 61 645 459 534

| Suite 4:11, Level 4/12 Century Cct,

Norwest NSW 2153 Australia

NEW CUSTOMER APPLICATION PACK

Welcome to Thirdegree Pty Ltd and thank you for your applying for an account with us.

Please find attached our Credit Application, Terms and Conditions and a general information sheet. Please return the credit application form signed to either your Account Manager or one of the contacts below.

Please note as per our company policy the first invoice to Thirdegree Pty Ltd will be on COD basis and then your account will be opened as per agreed terms and conditions thereafter.

For further information please either contact your Account Manager or the following departments.

Accounts Officer:

Nicole Gleeson – accounts.aus@thirdegree.agency - 02 8850 5455

Group CFO:

Kirsten Carey – kirsten.carey@imglobal.agency – 02 8850 5455

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CREDIT APPLICATION

BUSINESS DETAILS

Company Name: _____ ABN: _____

Registered Office: _____

Registered Trading Name: _____ Date Established: _____

Trading Address: _____ Tel: _____

_____ Fax: _____

Postal Address: _____

Type of Business: Sole Trader Partnership Company
(Please Circle)

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Proprietors or Directors:

1. Name: _____ Address: _____

2. Name: _____ Address: _____

3. Name: _____ Address: _____

Credit Limit Required: _____

BANK DETAILS

Bank: _____ Branch: _____ Tel: _____

ACCOUNTS PAYABLE CONTACT

Name: _____ Tel: _____ Fax: _____

Position: _____ Email: _____

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TRADE REFERENCES

1. Company Name: _____ Tel: _____

Address: _____

2. Company Name: _____ Tel: _____

Address: _____

3. Company Name: _____ Tel: _____

Address: _____

ACCEPTABLE SIGNATORIES

(Proprietor, Director, Chief Executive Officer, Financial Controller, Accountant)

1. The applicant hereby applies for credit with Thirdegree Pty Ltd based on the information supplied above. The Applicant certifies this information is true and correct.
2. In consideration of Thirdegree Pty Ltd granting credit to the Applicant, the Applicant confirms that they have received a copy of and agree to be bound by the Terms and Conditions of Sale attached to this credit application which may be amended by Thirdegree Pty Ltd from time to time.
3. The Applicant confirms that the person signing this application is duly authorised to sign on behalf of the Applicant.

Signature: _____ Date: _____

Applicant Name: _____ Position: _____

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General Information

Legal Trading Name: Thirdegree Pty Ltd

ABN Number: 61 645 459 534

Head Office - Sydney: Suite 4:11, Level 4/12 Century Cct,
Norwest NSW 2153 Australia
Phone – 02 8850 5455
Postal Address – PO Box 7092 Baulkham Hills BC NSW 2153

Bank Details: Westpac Banking Corporation
Norwest Blvd – Baulkham Hills NSW 2153 Australia
Thirdegree Pty Ltd
BSB: 032 111 Account #: 339484
SWIFT CODE: WPACAU2S

Accounts Contact: Nicole Gleeson – accounts.aus@thirdegree.agency

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THIRDEGREE° Standard Terms of Engagement

These Standard Terms of Engagement (the Agreement) between THIRDEGREE PTY LTD (ACN 645 459 534) (THIRDEGREE°, We, Us or Our) of Suite 411, Level 4, 12 Century Circuit, Baulkham Hills 2153 and You set out the terms and conditions on which You appoint Us to provide the Services.

1. Acceptance of Estimate

You may accept the Estimate within 30 days of its issue by signing and returning it to us or by continuing to instruct us, whether orally or in writing. The Estimate will be deemed withdrawn if not accepted by You within 30 days of its issue.

2. Doing the Work

2.1 What We do

2.1.1 After You accept the Estimate We will provide the Services to You in consideration for You paying the Fee, subject to the provisions of this Agreement. We may provide additional services at your request which, once agreed, will be documented in the format of the Estimate (unless for a Fee of less than \$5000.00 PLUS GST) and become part of this Agreement.

2.1.2 We will take instructions from the Client Contact.

2.2 What You need to do

2.2.1 We rely on You and the information You provide for the timely and complete provision of the Services. You agree to co-operate with Us as reasonably requested and provide the information and documentation that We reasonably require.

You must also perform any functions assigned to You in the Estimate.

2.2.2 You also agree that to the extent We require access to Your documentation, offices or technology, You will provide such access in a timely manner at no cost to Us.

2.2.3 We will rely on information provided by You in order to perform the Services and it is Your responsibility to provide updates if the information changes. Further, it is your responsibility to proof read and check the information which You provide.

You acknowledge that changes and corrections are not part of the Services and will incur additional fees to implement at the hourly rates stated in the Estimate.

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2.3 Delivery

2.3.1 Unless otherwise stated, Deliverables will be provided in digital format.

2.3.2 Our working files (including, without limitation, designs, images, photographs and fonts) are not provided to You and are not included in the Deliverables.

2.4 Unexpected Delays

2.4.1 Timeframes for the performance of the Services are good faith estimates only. You acknowledge that some circumstances are outside Our control and, while We will use all reasonable efforts to complete the Services on time, You will excuse reasonably delays including for illness, injury, fire, theft, computer failure and acts of God.

3. Sub-contracting

3.1 We are permitted to use other persons to provide some or all of the Services. We will be responsible for the work of any sub-contractors subject to the terms of this Agreement.

4. Fees and expenses

4.1 You will pay the Fees within 14 days of issue of a correctly rendered invoice.

4.2 Our fees are subject to GST. Unless otherwise specified, the amounts estimated and rates quoted under these terms are exclusive of GST and we will be entitled to add on GST.

4.3 In addition to the Fees You must pay any out of pocket expenses We incur or pay on your behalf in performing the Services, including without limitation travel, stock images, fonts, photocopying, printing, courier services and postage.

4.4 Other than in relation to Fees which are fixed, We may vary our Fees (for example, time and materials rates) during the term of this Agreement by providing you 30 days' prior notice.

4.5 We may charge interest on any outstanding amount at the rate of 2% per year above the business overdraft index rate of Commonwealth Bank of Australia, accruing daily

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5. Intellectual Property

5.1 Originality

5.1.1 The Deliverables will be created by Us for You.

5.1.2 We make no representation or warranty in relation to non-infringement of third party rights. It is Your responsibility to undertake necessary searches and enquiries to ensure no infringement of third party rights prior to use of the Deliverables.

5.2 Ownership

5.2.1 Subject to the paragraph below, We own the copyright and other intellectual property rights in Deliverables that We create for You. We grant to You a limited licence to use the Deliverables in your own business, but not to exploit the Deliverables for commercial advantage (for example, by reselling the Deliverables to others). This licence is not exclusive, not transferable and granted in return for you agreeing to pay our Fees.

5.2.2 You acknowledge that the Deliverables may include third party works (such as stock images, stock photography, third party website templates, etc) which are subject to additional terms imposed by third party providers. We will use reasonable efforts to ensure that such third party terms are broadly consistent with and do not materially limit your use of the work described above. If such terms are inconsistent, we will provide to you a copy of such terms together with the Deliverables.

5.3 Modification, revision or refresh

5.3.1 You agree that any modification, revision or refresh of the Deliverables will be performed by Us and not by anyone else.

6. Publicity

6.1 On completion of the Services We may include the Deliverables, your logo and a description of Our work for You in Our portfolio of completed work, which may also be available online, on Our website, and used in Our digital marketing and/or used by Us in printed publications.

7. Termination

7.1 We may terminate this Agreement at any time by providing 30 days prior written notice. All Fees and expenses incurred prior to termination are then immediately due and payable by You.

8. Liability

8.1 We will use reasonable care and skill in performing the Services to the standard generally accepted within the industry in which we operate. We make no representations or warranties, express or implied, and exclude all terms and warranties which might otherwise be implied by any legislation, the common law, equity, trade, custom or usage to the maximum extent permitted by law, in connection with the Services and Deliverables. We do not represent or warrant that any Deliverable will improve or not adversely affect Your ranking in any internet search engine results.

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8.2 If we fail to provide the Services to the standard in Sub-clause 8.1 or, to the extent that terms or warranties are implied which are not lawfully excluded under Sub-clause 8.1, Your sole remedy in relation to such failure, term or warranty will be Our performance of the relevant Services again or the payment of the cost of having the Services supplied again.

8.3 Subject to Sub-clause 8.2, We shall not be liable to You in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by You of a direct, indirect or consequential nature including in connection with infringement of third party rights or intellectual property rights or any economic loss or other loss of turnover, profits, business or goodwill.

8.4 You shall indemnify Us and hold Us harmless from and against all demands, claims, proceedings, penalties, fines, liability (whether criminal or civil, in contract, tort (including negligence) or otherwise), losses and damage suffered or incurred by Us arising out of or in connection with anything supplied by You to Us or by Us to You pursuant to or in connection with this Agreement.

8.5 The obligations under this Clause 8 of the Agreement survive its termination

9. No Partnership or Employment Relationship

9.1 Nothing in this Agreement constitutes the relationship of partners or of employer and employee between the You and Us or between You and Our employees or consultants. It is the express intention of the parties that any such relationships are denied

10. General

10.1 This Agreement may only be amended in writing signed by both parties.

10.2 This Agreement contains the whole agreement between the parties in respect of the subject matter of the Agreement, and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.

10.3 The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

10.4 No failure or delay by Us in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

10.5 A notice or other communication connected with this Agreement has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by pre-paid post to the address of the addressee as set out in this Agreement, or sent by email to the email address of the Client Contact or of Our representative, as the case may be.

10.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

10.7 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

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11. Applicable Law

11.1 These terms are governed by New South Wales law. All parties consent to the non-exclusive jurisdiction of the courts of New South Wales with regard to any dispute arising under or out of them.

12. Defined Terms

In this Agreement:

Client Contact means the person named as such in the Estimate or, if no person is named, each of our contacts at Your business;

Deliverables means the deliverables described in the Estimate;

Estimate means the oral estimate or the document entitled 'Estimate' and attached to this Agreement and each additional Estimate issued by Us to You;

Fee means Our fee at the rate or rates stated in the Estimate;

Intellectual Property Rights includes trademarks, logos, brand names, patents, copyrights, processes, concepts, know how, designs and other like rights and any right to apply for registration of any of the foregoing;

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever;

Services means the service of providing the Deliverables; and

You means the client whose details are specified in the Estimate

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