

Flying Robot Terms and Conditions

AUTHORISATION:

By accepting these conditions, you the client, indicate authorisation from your company to proceed with the project described within this document. You are stating that you are a legally authorised representative and are committing to pay for all fees incurred in the production of this project and that you agree to the terms laid out here.

Definitions

“**CASA**” means the Civil Aviation Safety Authority.

“**UOC**” means UAV Operator Certificate.

“**Area Approval**” means a special permission granted by CASA to operate due to airspace type/limitations and/or conditions as set out in the CASA UAV Operator Certificate.

“**Date(s) for Services**” means the agreed date(s) for Flying Robot to provide the Services set out in the Client Brief.

“**Deliverables**” means any tangible results of the Services produced or generated by Flying Robot including photo or film media produced or generated by the Flying Robot in the course of providing the Services.

“**Delivery Date**” means the agreed date for Flying Robot to provide the Deliverables to the Client set out in the Client Brief.

“**Fee**” means the fee for the Services and Deliverables set out in the Particulars.

“**Fee for Aerial Approval**” means the fee (if any) set out in the Client Brief which the Client agrees to pay for Flying Robot to obtain area approval from CASA.

“**GST**” means the goods and services tax levied under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended) or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

“**Intellectual Property Rights**” includes all copyright and neighbouring rights including all rights in relation to inventions (including patent rights), registered and unregistered trademarks and registered designs.

“**Services**” means all services to be performed by Flying Robot under this agreement.

Client Brief

Prior to commencement or scheduling of a project, The Client must provide a comprehensive brief outlining all information necessary to complete the project. All information provided must be accurate and in the format requested. Any reasonable request for information by Flying Robot must be met.

The Client warrants that any information provided to Flying Robot for the purposes of a project must not infringe on the intellectual property rights of a third party. The Client assumes all responsibility for any third party infringement that arises from the use of any information provided by the Client for the project. Flying Robot is indemnified against any cost (including legal expenses) or damage that arises from the infringement of any intellectual property rights of a third party based on material provided by the Client.

If the project cannot be completed due to a failure of disclosure by the Client, then the Client shall be liable for all costs and part fees for work completed, whether the project is completed or not.

Any quote provided, will be based on the scope of work provided at the time the brief is supplied by the Client. If the scope of work changes, or if it is determined that information which may have changed the scope of work is not provided prior to project scheduling, then the Client agrees to any change in fees that arise from the change of scope.

Fees Payable

Projects will be invoiced at the completion of the project. The Client is obligated to provide any purchase order details prior to project completion, in addition to the specific legal entity to be invoiced. Finished work not approved by the client beyond 10 business days shall be invoiced.

Large projects may incur a 50% deposit and in the event that this is requested, project scheduling may not occur until the deposit has been received. Final payment is required 14 days from invoicing, except where otherwise agreed to by Flying Robot.

We reserve our right to withhold any material produced as part of a project until the Client pays the full fee. Further, we reserve our right to add a 5% monthly service fee to any fees outstanding beyond 14 days, Flying Robot will communicate any intention to charge service fees in writing. The Client will be responsible for any legal fees incurred with fee recovery.

The Client is responsible for all GST applicable to services.

Cancellations

The Client commits to provide Flying Robot with as much advance notice as is practical, but no less than 24 hours. Any cancellation or rescheduling within 24 hours may still render the full fee payable.

Any deposit fee paid to Flying Robot for a project rescheduled more than 24 hours in advance shall be applied against the rescheduled job. Any deposit fee paid to Flying Robot for a project cancelled within 24 hours is non-refundable.

Flying Robot reserves the right to reschedule any job due to unforeseeable circumstances, including, but not limited to; inclement weather, rain, wind, fog or amendment to aerial approvals and council stipulations.

Intellectual Property

Flying Robot retains Intellectual Property Rights to anything produced by them, as part of any project undertaken for a Client.

Upon full payment of all invoices pertaining to a project, Flying Robot grants a perpetual, royalty free, non-exclusive and non-transferrable licence to the Client to use all material produced as part of the project.

The Client grants Flying Robot a perpetual, royalty free, non-exclusive and non-transferable licence to use the Client's trademark, business name or any other identifying feature to indicate the Client as a current or past client of Flying Robot for marketing and promotional purposes.

Use of Material

The Client is responsible for all talent and property release forms prior to commencement of the project. Flying Robot shall not be liable for any use of material where release has not been sought. The Client is ultimately responsible for the appropriate use of the material and all moral and legal consideration belong to the Client in deciding to use material where release has not been sought.

Provision of Deliverables

All Deliverables will be provided on either

1. A USB stick delivered to Client address
2. Via cloud server making deliverables electronically available.

Flying Robot reserves the right to determine which method of provision is most appropriate. Flying Robot will not be responsible for software or hardware compatibility on behalf of The Client. We make no guarantee that a copy of Deliverables will be kept once provided to The Client and we advise that Deliverables are kept safe by The Client and available for future use.

Public Liability Insurance

Flying Robot holds public liability insurance (\$20 million) that covers all aspects of the Services. A copy of this insurance policy is available to inspect by the Client upon request.

Warranties by Flying Robot

Flying Robot warrants that they:

1. holds a valid CASA UOC authorising the use of UAVs required to carry out the Services under this agreement; and
2. their UAV controllers are authorised to operate the UAVs and are authorised to do so under Flying Robot's UOC and insurance.

Weather Conditions

The Client acknowledges that Flying Robot may be unable to provide the Services and operate its aerial equipment in certain adverse weather conditions.

Flying Robot will be unable to provide the Services on the Date(s) for Services if:

Flying Robot's Chief Controller deems that it is unsafe to fly due to prevailing weather conditions;
or

The Client or its representatives directs Flying Robot that the weather conditions are not suitable for the Deliverables.

Flying Robot will endeavour to arrange to provide the Services as soon as possible after the agreed Date(s) for Services where possible.

Should work be interrupted by a change in weather conditions, Flying Robot will arrange a further site visit to carry out the Services where possible.

The Client will be liable for any costs incurred by Flying Robot and its contractors as a result of re-scheduling the Services.

Where it is not possible to re-schedule the Services due to the Client's requirements, we reserve the right to charge and partial fees that may apply for work completion or time spent in connection

with the work.

Flying Robot is not responsible for delay or failure to provide the Services due to the prevailing weather conditions and cannot be held liable where this results in loss or damage to the Client.

Where the weather forecast is uncertain, the Client may be given the final decision as to whether a job will proceed to shoot. Should the Client provide instruction to proceed and are subsequently unsatisfied with the work product, the Client remains obligated to pay the fee as quoted.

Force Majeure

Neither party will be liable for failing to perform its obligations under this agreement as long as the failure is triggered by something beyond its reasonable control. This clause does not excuse payment of monies due. These events must be beyond either parties control and include, but are not limited to; natural disasters, terrorism, war, or threat of, or riot or other events that render obligations contained here within illegal or impossible.

Area Approvals

Where a CASA Area Approval is required, Flying Robot will prepare and submit the application to CASA for an agreed fee within an agreed timeframe on receipt of the Fee for Area Approval from the Client.

Timeframes for CASA Area Approval applications vary significantly and the Client acknowledges this may affect lead times. The Client must allow sufficient lead times for the CASA Area Approval process and Flying Robot cannot be held responsible for delay caused by this process. CASA stipulates the normal period to process Area Approval applications is 21 business days.

An application to CASA for Area Approval does not guarantee the approval will be granted by CASA with the fees incurred by Flying Robot with the preparation of required documents and application fee to CASA often not refundable.

Flying Robot will request details necessary to obtain such approvals from the Client and the Client must provide these to Flying Robot as soon as possible. Flying Robot relies on the accuracy of any information provided by or on behalf of the Client and cannot be held responsible for consequences of the Client providing inaccurate or incomplete information.

Other Permissions

The Client is responsible for obtaining any other permissions/approvals necessary to enable Flying Robot to provide the Services and provide the Deliverables under this agreement. This may include the need for approval from the landowner to operate the UAV (takeoff/landing/control) including private and government (local councils etc.).

Where the Client fails to obtain the permission, it will be liable for cancellation fees (full quoted fee if less than 24 hours advance notice provided)

Miscellaneous

This agreement is subject to any special conditions in the Client Brief. If there is an inconsistency between a special condition and another provision of this agreement, the special condition prevails.

This agreement will be read subject to any applicable laws and regulations.

All prior representations, warranties, arrangements, understandings and agreements concerning the subject matter of this agreement are superseded.

Any variations or assignments by the Client to this agreement will not be enforceable unless they are made in writing, prior to the variation or assignment and signed by both parties. Flying Robot may assign its rights by written notice to the Client.

Flying Robot may delegate and/or assign all or any of its rights or obligations under this agreement to a third party.

This agreement is governed by and interpreted in accordance with the laws of Australia.

A waiver by Flying Robot in respect of any breach of a condition or provision of this agreement shall not be deemed to be a waiver in respect of any other or any subsequent breach.