

## 1. BACKGROUND

- 1.1 TCN Group Pty Ltd ABN 87 626 501 568 and its related entities (**TCN, us, we, our**) are in the business of designing, distributing, marketing and selling stored value prepaid physical cards (including gift cards) and digital codes and vouchers (**TCN business**).
- 1.2 "**Artist**" or "**you**" means the person accepting these Artist Engagement Terms and Conditions (**T&Cs**).
- 1.3 TCN wishes to engage the Artist to provide artistic and design related services, and to provide the artwork and other deliverables (**Deliverables**) as set out in a work request (**Brief**). A Brief may be set out in an email or in a separate document, and will describe the scope of services, Deliverables, fees, due dates and other requirements, as negotiated by you and TCN.
- 1.4 These T&Cs and the Brief may be accepted by you:
- by notifying TCN in writing (including via email) that you accept the T&Cs and the Brief;
  - by signing any document that attaches or references these T&Cs and the Brief; or
  - if you proceed to perform the services and provide the Deliverables in the Brief after receiving the Brief and these T&Cs.
- 1.5 Once accepted, these T&Cs together with the final form of the Brief, form a binding legal agreement between you and TCN. If there is any inconsistency between the T&Cs and the Brief, these T&Cs prevail.

## 2. FEES AND PAYMENT TERMS

- 2.1 We agree to pay you the fees set out in the Brief in consideration for you performing the Brief services and providing and licensing the Deliverables to us.
- 2.2 Unless otherwise specified in the Brief:
- you may invoice us once we have confirmed that the Deliverables have been provided and approved by TCN; and
  - TCN will pay any correctly rendered tax invoice within 30 days of receipt.
- 2.3 Unless otherwise expressly stated, the prices, fees and other amounts in the Brief are exclusive of GST. If GST is imposed on any supply made under or in accordance with this agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice from the supplier. Terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meaning given to them in that Act.

## 3. ARTIST INTELLECTUAL PROPERTY

- 3.1 You own any all copyright and other intellectual property rights (**IP**) created by you in the course of performing the Brief including the IP in the Deliverables, and nothing in these T&Cs assigns or transfers any of your IP to us.
- 3.2 You grant to TCN, free of additional charge, an irrevocable, non-exclusive, perpetual, transferable, worldwide licence to Use the Deliverables (and the IP in the Deliverables) in connection with the TCN business and as may be required for TCN to have the full benefit of the Deliverables and any other purposes specified in the Brief (collectively, the "**Permitted Purposes**"). TCN may sub-licence its rights under this clause in connection with the Permitted Purposes.
- 3.3 In this document, "**Use**" means to use, copy, reproduce, adapt, publicly perform, publish and to otherwise exercise any other right in respect of the particular IP that a holder or owner of such IP can do under the laws of the jurisdiction in which the IP right subsists.

## 4. TCN INTELLECTUAL PROPERTY

- 4.1 Notwithstanding any other clause, if we provide you with any materials or items including those that embody IP including our trade marks and logos (**TCN Items**), you agree that all IP in such TCN

Items is owned by or licensed to TCN and nothing in these T&Cs assigns or transfers any IP in the TCN Items to you.

- 4.2 You must only use the TCN Items to the extent required to perform your obligations under the Brief, in accordance with our reasonable directions and for no other purpose. You must keep confidential any TCN Items (unless they are in the public domain) and return to TCN any TCN Items if you are requested by TCN to do so.

## 5. PERFORMANCE REQUIREMENTS AND REVIEW

- 5.1 You will provide the services and Deliverables in accordance with the requirements set out in the Brief, in a prompt manner and on or before any due dates set out in the Brief.
- 5.2 You will provide the services set out in a Brief with due care and skill, in accordance with all laws and the Deliverables will be of high quality and fit for the purpose for which they are to be used by TCN.
- 5.3 You will submit a draft of the Deliverables to TCN for its review and approval and will make any changes reasonably required by TCN to the Deliverables at no additional cost to TCN.

## 6. MORAL RIGHTS

- 6.1 We will use reasonable endeavours to acknowledge you as the author of the Deliverables when publicly displaying them on our website and if and to the extent otherwise required by the Brief.
- 6.2 Subject to TCN complying with its obligations in clause 6.1, you hereby consent and permit TCN (and its assignees, successors and any of their licensees) to otherwise deal with, publicly perform, communicate, reproduce, rent, transmit, publish, exhibit, modify or adapt the Deliverables (or any part thereof) with or without attribution of authorship to you, bearing TCN's (or its assignee's, successors or any of their licensees' name(s)) and in a manner which would, but for such consent, otherwise infringe your Moral Rights. In this document, "**Moral Rights**" means moral rights under the *Copyright Act 1968 (Cth)* and analogous rights under any other law anywhere in the world.

## 7. WARRANTIES

- 7.1 You warrant that the Deliverables (other than any TCN Items incorporated in the Deliverables) are your original work, and you warrant that the receipt and Use of the Deliverables (excluding any TCN Items) by TCN in accordance with these T&Cs and the relevant Brief will not infringe the rights of any third party (including IP rights) or breach any laws.
- 7.2 We warrant that the receipt and Use of the TCN Items by you in accordance with these T&Cs and the relevant Brief will not infringe the rights of any third party (including IP rights) or breach any laws.

## 8. NO LICENCE TO TCN COMPETITORS

- 8.1 You agree that you will not licence or permit a TCN Competitor to Use the Deliverables.
- 8.2 In this document, a "**TCN Competitor**" means a third party which is:
- a provider of payment system solutions or services in Australia or New Zealand;
  - in the business of the creation, marketing, distribution, sale or solutions of or for prepaid or stored value products and services in Australia or New Zealand.

## 9. GENERAL

- 9.1 **Governing law:** This agreement is governed by the laws of Victoria Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.
- 9.2 **Variation:** This agreement cannot be varied except by a document signed by or on behalf of each party.
- 9.3 **Assignment:** Without limiting TCN's rights under clause 3.2, neither party may assign or novate its rights or obligations under this agreement without the prior written consent of the other party.
- 9.4 **Subcontracting:** The Artist must not subcontract its obligations under this agreement without the prior written consent of TCN. The Artist will be responsible for the acts and omissions of its subcontractors as if they were acts or omissions of the Artist directly.