

## **ADVERTISING AGENCY COMMERCIAL CREDIT REGISTRATION RULES**

**These are the Rules governing the registration of an Advertising Agency (the “Agency”) for a commercial credit account with Nine Entertainment Co Pty Ltd (ABN 59 122 205 065) and/or its wholly owned subsidiary companies, all of which are referred to as “NINE”.**

**Except as otherwise expressly agreed in writing between a duly authorised officer of NINE and the Agency, these Rules apply notwithstanding any provisions to the contrary which may appear on any document issued by the Agency.**

*The particulars of this form must be read, completed & authorised and attached as part of the Nine Credit application (“Credit Application Form”)*

### **APPLICATION FOR CREDIT**

1. If the Agency applying for registration is a company, then all directors must sign the Credit Application Form. If the Agency is a sole trader, trust, partnership or any other form of entity all proprietors or partners must sign, and there may also be an added requirement of providing a guarantor.
2. The granting of registration and credit facilities shall be at the sole discretion of NINE and on such terms and conditions as it determines from time to time.

### **APPLICATION OF RULES**

3. These Rules are binding upon the Agency registered for commercial credit by NINE. NINE may alter the Rules at any time and such altered Rules shall apply after notification by NINE to the Agency.
4. NINE has the sole discretion as to whether to register or retain registration of an Agency in accordance with these Rules and NINE is not required to give any reason for a refusal to register or for cancellation or suspension of registration.
5. The agency will be liable for all Advertising placed by their media buyers, agents and clients the agency has granted access to their agency account.

### **GRANTING OF CREDIT REGISTRATION**

6. The granting of credit registration to an Agency is at the absolute discretion of NINE and unless NINE otherwise requires, the Agency must pay its account in full before the expiration of thirty (30) days after the end of the month during which advertising and services were invoiced. If the Agency fails to pay in accordance with this clause NINE may:
  - (a) cancel the Agency’s credit registration;
  - (b) require pre-payment of orders placed before commencement of advertising and services;
  - (c) claim from the Agency all costs relating to any action taken to recover monies from the Agency including any mercantile agency’s costs, legal costs and disbursements on a solicitor/client basis; and
  - (d) Cease any further advertising and services on behalf of the agency and terminate any agreement in relation to advertising and services to be delivered

### **ADVISING PROPOSED CHANGES**

7. The Agency must immediately advise NINE in writing of:
  - (a) any changes to its Constitution, Memorandum or Articles of Association;
  - (b) any proposed reconstruction or amalgamation with any other entity;
  - (c) any change of ownership of its shares or allotment or issue of any new shares;
  - (d) any change in its directors or principal officers;
  - (e) any other changes in capital, Constitution, membership or control;
  - (f) any proposal to cease carrying on business or if a partnership or firm any change in the partnership;
  - (g) any proposal to form a different company, partnership or entity with any other parties;
  - (h) the Agency becoming or in jeopardy of becoming the subject of any form of insolvency administration.

## FINANCIAL INFORMATION

8. The Agency must provide promptly such financial and other information as NINE may reasonably require from time to time including balance sheet and profit and loss account in respect of each financial year or such other period as may be required, client lists and debtor insurance status.
9. The Agency must comply with such requirements as NINE may advise as to the maintenance of adequate working capital or tangible asset cover for its liabilities or any other matter which may affect the capacity of the Agency to be able to meet its financial commitments.
10. The Agency must, if required by NINE, maintain debtor insurance in respect of its clients as NINE may require and provide, when requested, a copy of any policy document together with a Certificate of Currency indicating the amount of insurance cover applicable for each client of the Agency.

## COMMISSIONS

11. Unless NINE otherwise determines, the Agency will be eligible to receive commission from NINE in respect of advertising up to a maximum of ten percent (10%) of the value of advertising PROVIDED THAT at all times:
  - (a) payment in respect of advertising and services is made on or before forty-five (45) days after the month in which the services were invoiced. This time shall be of the essence;
  - (b) the Agency is not in breach of any of the Rules or in breach of any of the Terms and Conditions relating to advertising as advised by NINE from time to time;
  - (c) the Agency discloses to its clients the amount of commission allowed to it by NINE;
  - (d) the average monthly advertising billed to the Agency by NINE is not less than \$50,000;
  - (e) the Agency has a minimum of five (5) independent clients with no one client at any time providing more than fifty percent (50%) of the Agency's annual billings;

Commission is not applicable on "production" costs.

## ADVERTISING STANDARDS

12. All advertising submitted to NINE must conform to the Codes of Advertising of the Media Council of Australia or such other body or bodies as NINE may determine from time to time.

## INDEMNITY

13. The Agency indemnifies NINE and its officers, employees, contractors and agents (the "Indemnified") against any costs, expenses, losses, damages and liability suffered or incurred by the indemnified arising from the Agency or Customers' breach of these Terms or NINE's Advertising Terms and Conditions and any negligent or unlawful act or omission of the Agency or Customer in connection with the publication of any advertising submitted by the Agency.

## GOVERNING LAW

14. The Agency agrees that these Rules shall be construed according to the laws of the State or Territory & proceeding may be instituted in such State or Territory as NINE may in its sole discretion determine. Failing such determination, the Agency consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

## SERVICE OF NOTICES

15. The Agency agrees that service of any notices or court documents may be affected by forwarding same by pre-paid post to the last known address of the Agency.

## STATEMENT OF DEBT

16. A written Statement of Debt duly signed by an authorised employee of NINE shall be prima facie evidence and proof of the amount of indebtedness by the Agency to NINE at the time.

**CONFIDENTIALITY**

17. Agency must treat as confidential:

- (a) the terms (including terms relating to volumes and pricing) of all advertising placed;
- (b) information generated for the placement or publication of advertising including data relating to advertising schedules, budgets, forecasts, bookings, prices, discounts or volumes;
- (c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information;
- (d) any information derived wholly or partly for any information referred to in (a) to (c) above; unless disclosure is required by law.

**18. PRIVACY**

NINE collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. NINE may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing. Please see NINE's Credit Reporting Policy and NINE's Privacy Policy as updated from time to time.

**19. AUTHORISATION**

Agency Name:

Name of Director (block letters):	Director/Company Secretary Name (block letters)
Signature of Director:	Signature of Director/Company Secretary
Date:	Date:

**APPENDIX 1 – CLIENT LISTING**

	Client Name	Approx Media Turnover	Insured Y/N	% of Debt Insured
1				
2				
3				
4				
5				

**As part of the Agency Credit application please provide a copy of a current Certificate of Currency indicating the amount of insurance cover applicable for each client of the Agency**

**APPENDIX 2 – TRADE DEBTORS**

<b>Trade Debtors Particulars</b>	<b>\$\$\$\$</b>
Total of Trade Debtors amounts due two month and under	
Total of Trade Debtors amounts due two to three months	
Total of Trade Debtors amounts due over three months old	