



Application for Commercial Account

With **Nine Radio Pty Limited** (ACN 063 906 927, ABN 32 063 906 927) Level 1, Building C, 33-35 Saunders Street, PYRMONT NSW 2009, P: (02) 8570 0000 F: (02) 8570 0165, and its related bodies corporate and affiliates (**Nine Radio**), including:

Radio 2GB Sydney Pty Limited (ACN 010 853 317, ABN 89 010 853 317);

Radio 2UE Sydney Pty Limited (ACN 000 796 887, ABN 93 000 796 887);

Radio 3AW Melbourne Pty Limited (ACN 006 962 358, ABN 47 006 962 358);

Radio 1278 Melbourne Pty Limited (ACN 002 922 545, ABN 74 002 922 545);

Radio 4BC Brisbane Pty Limited (ACN 009 662 784, ABN 18 009 662 784);

Radio Magic 882 Brisbane Pty Limited (ACN 067 831 136, ABN 78 067 831 136);

Radio 6PR Perth Pty Limited (ACN 008 829 927, ABN 64 008 829 927);

Nine Radio Operations Pty Limited (ACN 64 006 806 088, ABN 64 006 806 088);

Nine Radio Syndication Pty Limited (ACN 002 015 821, ABN 14 002 015 821);

CONTRACTING PARTY (PLEASE CIRCLE) PARTNERSHIP / SOLE TRADER / COMPANY

ADVERTISING AGENCY APPLICATION (PLEASE CIRCLE)? YES / NO

Trading name	ABN	ACN (if applicable)
Company name	Registered Address (if applicable)	
Nature of business		Post Code
Business Address	Invoicing Address	
	Post Code	Post Code
Phone	Fax	Date business commenced
E-Mail Address	Mobile Phone	
Bank or Building Society Name	Branch	Phone
Accountant	Address	Phone

If a company or partnership please list Directors' and/or Partners' names and addresses

1.	
2.	
3.	
4.	

Please complete Trade references and Advertiser details overleaf

<p style="text-align: center;">APPLICANT AGREEMENT</p> <p>1. I am authorised to enter into an agreement with Nine Radio for the Applicant.</p> <p>2. I authorise Nine Radio to obtain information from the referees declared overleaf concerning the Applicant's credit worthiness and to exchange such information with any of its related group companies.</p> <p>3. I acknowledge that this application is for a Trade Credit Account and, as such, have provided Commercial trade references only. Personal or Consumer credit references must not be given.</p> <p>4. If this application is accepted by Nine Radio, the Applicant agrees to abide by the Nine Radio standard terms and conditions of advertising (attached), as amended from time to time and any conditions of acceptance imposed by Nine Radio.</p> <p>5. Nine Radio collects personal information for the purpose of assessing the Application for Trade Credit and may collect, share or disclose my personal information with its related bodies corporate and other third parties in accordance with its privacy policy in place from time to time and available on its website.</p>	Signature of authorised person
	Full name & address of authorised person
	Designation
	Date
Should we have any questions regarding your application, whom should we contact?	PLEASE COMPLETE DIRECTOR'S GUARANTEE OVERLEAF
Name:	
Phone: Email:	

Please return to The Credit Manager: NINE RADIO PTY LIMITED, L1 Building C, 33-35 Saunders St Pyrmont NSW 2009

For office use only			
Application requested by: (Show name of Salesperson)		Credit details Checked by:	
Date requested:		Credit approved: (Show YES or NO)	
Confirmed that fax received by credit department:		Approved by:	
Date sent:		Date approved:	
Approved Advertising Agency:		Payment terms:	

All Applicants: Trade References

Trade References for Applicant

	Business Name & Address	Contact	Phone
Media			
1			
2			
3			
Other			
4			
5			
6			

Advertising Agency Applicants only: Agency Approval Data

Agency Verification & Estimate of Expenditure

Applicant's Advertisers are:

	Advertiser's Trading Name (and Company Name if applicable)	ABN	Estimated Monthly Spend	Years with Agency
1				
2				
3				
4				
5				
6				

Billing Agency details (if Applicable) – by completing this section the Applicant requests Nine Radio to invoice the Billing Agency directly for services and warrants that the Billing Agency has authority to act on the Applicant's behalf in relation to the services and will comply with Nine Radio's terms and conditions of those services.

Name	ABN	Address	Email Address

All Applicants: Deed Of Guarantee

In this Guarantee, the following terms have the following meanings:

"Applicant" means	(Name of Company/Trading Name of the Applicant)
	of (Business Address of the Applicant)
	And includes any advertiser on whose behalf the Applicant seeks advertising services from Nine Radio and any Billing Agency
"Guarantor/s" means	(Name of Guarantor) (Residential Address of Guarantor) (Date of Birth)
	(Name of Guarantor) (Residential Address of Guarantor) (Date of Birth)
	(Name of Guarantor) (Residential Address of Guarantor) (Date of Birth)
	(Name of Guarantor) (Residential Address of Guarantor) (Date of Birth)
"Nine Radio" means	<p>Nine Radio Limited (ACN 063 906 927, ABN 32 063 906 927) and any and all related bodies corporate and affiliates thereof, now and in the future including but not limited to:</p> <ul style="list-style-type: none"> • Harbour Radio Pty Limited (ACN 010 853 317, ABN 89 010 853 317); • •Nine Radio Operations Pty Limited (ACN 64 006 806 088, ABN 64 006 806 088); • Radio 2UE Sydney Pty Limited (ACN 000 796 887, ABN 93 000 796 887); • Radio 3AW Melbourne Pty Limited (ACN 006 962 358, ABN 47 006 962 358); • Radio 1278 Melbourne Pty Limited (ACN 002 922 545, ABN 74 002 922 545); • Radio 4BC Brisbane Pty Limited (ACN 009 662 784, ABN 18 009 662 784); • Radio Magic 882 Brisbane Pty Limited (ACN 067 831 136, ABN 78 067 831 136); • Radio 6PR Perth Pty Limited (ACN 008 829 927, ABN 64 008 829 927); and • Nine Radio Syndication Pty Limited (ACN 002 015 821, ABN 14 002 015 821).

In consideration of Nine Radio granting credit to the Applicant, at the request of the Guarantor/s, the Guarantor/s jointly and severally and unconditionally and irrevocably guarantee to pay Nine Radio on demand in writing by or on behalf of Nine Radio any amount which is now or may from time to time become due by the Applicant to Nine Radio on any account in any manner whatsoever and whether alone or jointly with any other person.

Each Guarantor hereby agrees as follows:

1. I guarantee the due payment to Nine Radio by the Applicant of all monies owing by the Applicant to Nine Radio for services whether by way of provision of commercial airtime or the production of services, as Nine Radio may supply to the applicant from time to time.
2. My liability under this Guarantee shall not be affected by anything which but for this provision might operate to release me from my obligations, in whole or in part, including (without limitation):
 - (a) the granting by Nine Radio to the Applicant of a waiver, extension of time and/or indulgence;
 - (b) the discharge and/or release of the Applicant;
 - (c) the liability of any other signatory to this document;
 - (d) any transaction or arrangement that may take place between the Applicant and Nine Radio including but not limited to a variation in the terms of any contract, agreement or arrangement between them;
 - (e) the discharge, extinguishment or postponement by bankruptcy, operation of law, act of parties or otherwise of any part of the indebtedness of the Applicant;
 - (f) the provision of any cheque, bill of exchange or promissory note to Nine Radio from the Applicant in respect of its indebtedness unless and until such debt has been discharged;
 - (g) the failure or omission of Nine Radio to give notice to me of any default of the Applicant; and
 - (h) any legal limitation, disability, incapacity, or other circumstances related to the Applicant or myself.
3. Any payments received by Nine Radio from the Applicant or any liquidator of the Applicant shall be applied by Nine Radio as payment in gross and any right of subrogation to Nine Radio which I may have against the Applicant or liquidator shall not arise until Nine Radio has received the full amount of its claims against it, and this Guarantee shall be a security to Nine Radio for the payment of any balance that may remain owing.

4. This Guarantee shall be a continuing guarantee and indemnity and shall remain in full force and effect (including in the event of my death) until all outstanding amounts are paid to Nine Radio and it provides to me a written release of this guarantee (**Term**).
5. If I give Nine Radio 14 days' written notice of my intention to be released from this Guarantee, I shall be entitled to be released from this Guarantee provided that at the expiration of the notice period all liabilities of the Applicant to Nine Radio have been discharged. I acknowledge and give effect to the cessation of credit to the applicant upon request of release referred to in this paragraph.
6. All notices, requests, or other communications to or by a party to this Guarantee shall be in writing addressed to the parties shown in this guarantee or such other addresses as they may have notified the sender in writing and deemed to have been duly given or made in the case of delivery in person or by post, within two days of despatch of the letter.
7. In consideration for Nine Radio granting credit to the Applicant, I/We the Guarantor(s), jointly and severally if more than one of us, hereby grant an equitable charge over all my/our real and personal property wheresoever situated and I/We hereby acknowledge this document creates a caveatable interest in favour of Nine Radio in such freehold real estate which can be protected by the lodgement of a caveat document by Nine Radio over all titles of mine/ours to such real and personal property and the lodgement of such caveat shall not be challenged by me/us in any manner whatsoever.
8. During the Term, if required by Nine Radio, I hereby agree to provide a statutory declaration including details of my real and personal assets and liabilities.
9. Nine Radio is authorised to make enquires at any time during the term of this Guarantee with any credit reporting agency and/or my bank to obtain an opinion on my credit worthiness and to disclose any personal information and any other information relevant for the purpose of determining my ability to perform under the terms of this Guarantee and to pay any amounts due and owing or which may become due to Nine Radio by the Applicant.
10. To the extent that my obligations under this Guarantee are to persons and entities other than Nine Radio, Nine Radio has sought and obtained this Guarantee as agent for and on behalf of those persons and entities and holds the benefit of this Guarantee on trust for those other entities and persons. It is further agreed that Nine Radio may enforce this Guarantee for and on behalf of those persons and entities and for their benefit and that those persons and entities may plead this Guarantee in answer to any claim made by me against them.
11. I confirm that I have read the Standard Terms & Conditions attached to this document or otherwise provided to me (which may be amended from time to time) and I agree to be bound by them.
12. I confirm that I have read and understand this document and had the opportunity to obtain legal advice in relation to it. In particular I have read the Applicant's Agreement in the Credit Application and not relied on anything said to me by Nine Radio or its agents, officers, employees, contractors or representatives as to what the Guarantee means or what its effect may be, other than what is set out in this document.
13. This document constitutes the entire agreement of the Guarantor and cannot be varied without the written consent of Nine Radio and the Applicant. This document is governed by the laws of New South Wales and the Guarantor submits to the exclusive jurisdiction of New South Wales courts (or such other courts nominated by Nine Radio in its absolute discretion). If any provision of this guarantee is in whole or in part void or unenforceable for any reason, the relevant provision or part will be severed so as to preserve the remainder.

Executed as a Deed and Signed Sealed and Delivered on the _____ day of _____ 20____

Guarantor Signature

Guarantor Name (please print)

Witness Name/Signature

Guarantor Signature

Guarantor Name (please print)

Witness Name/Signature

Guarantor Signature

Guarantor Name (please print)

Witness Name/Signature

Guarantor Signature

Guarantor Name (please print)

Witness Name/Signature

Nine Radio Standard Terms and Conditions

Definitions

"Agency" means an agency acting on behalf of a Client in relation to the Services or payment for the Services; **"Booking"** means a request to broadcast or otherwise publish advertising material as identified in the Broadcast Agreement.

"Broadcast Agreement" means the Broadcast Agreement between Client and the Broadcaster which sets out the Services and is subject to and includes these Terms and Conditions.

"Broadcaster" means each company specified in the Broadcast Agreement, whether on its own behalf or as agent for a commercial radio licensee.

"Client" means the person for whose benefit the Services are provided under the Broadcast Agreement and includes an Agency.

"Delete and Charge" means that the Broadcaster will not publish any advertising requested in a Booking but will nevertheless charge the Client for this advertising.

"Holdings" means the electronic holdings file containing confirmation of Bookings (including without limitation all spot and non-spot charges) received by the Broadcaster on behalf of an Agency Client via the RadioMatrix system and provided to the Agency by the Broadcaster's chosen delivery method each weekday evening, in the form of an electronic holdings for download into a compatible media management systems used by the Agency.

"Insolvent" means being unable to pay debts as and when they fall due; ceasing to carry on business, having a liquidator, receiver, receiver and manager or administrator appointed to the whole or any part of the assets of a business; making any composition or arrangement with creditors; having an order or resolution made for the dissolution or liquidation of a business (other than for the purpose of solvent amalgamation or reconstruction); or any similar or analogous procedure, action or event in consequence of debt in any jurisdiction.

"Play and Charge" means that the Broadcaster will publish any advertising requested in a Booking and will charge the Client for this advertising.

"Services" means the publication, communication or broadcast of advertising material on any medium as specified in the Broadcast Agreement.

Agreement

- Any Booking placed by Client with the Broadcaster shall constitute an offer by Client to acquire Services and the Broadcast Agreement attached to this document or any variation thereof constitutes the Broadcaster's acceptance of that offer on the terms set out in these Standard Terms and Conditions and in the Broadcast Agreement.

Payment and Credit

- Client will be charged for the provision of Services at the rates set out in the Broadcast Agreement.
- If Client has a credit account with the Broadcaster, Client will be provided an invoice on a monthly basis for the value of Services provided during the preceding month and Client must pay the amount invoiced in accordance with the terms of that invoice and in any event, no later than 30 days from the date of that invoice. The Broadcaster may, in writing, offer extended payment terms to Clients that are approved advertising agencies. Extended payment terms may be revoked if the Client at any time does not comply with the terms of credit or payment terms. The Broadcaster may charge an additional administration fee for payments made by Credit Card.
- If Broadcaster's invoice is not paid when due, the Broadcaster may, in its discretion and without limiting its other rights: (a) charge interest on the unpaid amount at the rate charged by the Australia and New Zealand Banking Group Limited as its Index Rate from time to time plus 3% until such amount is paid; (b) suspend publication or broadcast of any advertising material lodged by Client until such time as all outstanding payments are received by the Broadcaster; (c) if the unpaid amount exceeds 90 days, charge an administration fee of 2% per month, from date of invoice, on the unpaid amount; (d) to the extent permitted by law, recover any expenses, costs or disbursements including legal costs for debt recovery incurred by the Broadcaster in recovering any outstanding monies; (e) cease to provide, or impose conditions on the provision of, credit to the Client and require pre-payment for any subsequent Booking; and (f) not pay or deduct any applicable agency rebate, discount or commission, and the amount of any such rebate, discount or commission shall be immediately due and payable. The Broadcaster may use the services of a mercantile agent for recovery of unpaid amounts and may commence legal proceedings to recover unpaid amounts without notice.
- The Broadcaster may at any time at its discretion and without notice alter, cancel, suspend or impose conditions on credit facilities.
- If Client does not have a credit account, or the value of Services exceeds the available credit limit, payments for Services must be made at least 3 business days prior to advertisements being published. If payment is not made in accordance with this clause, the Broadcaster will Delete and Charge or Play and Charge (in its absolute discretion) for the Services and Client agrees that it will be liable for such charges.

Conditions on Provision of Services

- The Broadcaster: (a) reserves the right to refuse to accept for publication or to publish or to withdraw any advertising material for any reason; and (b) may, at its discretion and at any time, cancel, reschedule or replace any programming or advertising breaks within or between programming without reference to the Client.
- Client acknowledges and agrees that: (a) scheduling of programming and advertising by the Broadcaster is subject to unforeseen changes and the Broadcaster may reschedule advertisements at any time in its absolute discretion; (b) Services may be subject to interruption; and (c) it must not re-sell, sub-license or sub-contract any advertising allocated to it other than with the consent of the Broadcaster; (d) Client may only cancel, vary or reschedule a Booking with 28 days' written notice and the Broadcaster will Delete and Charge or Play and Charge (in its absolute discretion) Bookings where this notice is not given and Client agrees to be liable for such charges; (e) The Broadcaster does not guarantee the success of any advertising or promotional campaign booked pursuant to the Broadcast Agreement and no recourse will be available as against the Broadcaster or any of its employees, agents or representatives for failure of advertising booked by Client to achieve the desired results; (f) the Broadcaster may from time to time publish or broadcast other material or advertisements which are not beneficial to Client's business and custom; and (g) for Bookings made by an Agency participating in the RadioMatrix system, Holdings is deemed to be the final confirmation from the Broadcaster of the Booking. It is the Client's sole responsibility to check Holdings and notify the Broadcaster of any errors within 2 business days of making the Booking and subsequently on a weekly basis throughout the period of the campaign. Any errors (included misplaced, duplicated or incorrectly rated Bookings) for spots or non-spot charges that appear in Holdings that are not queried by the Client with the Broadcaster will not attract a credit and Client will be required to make full payment for advertising published, communicated or broadcast in accordance with Holdings. In the event the Broadcaster adjusts a Booking prior to Broadcast in accordance with this clause 8(g), they will advise the Client of the changes to be reflected within Holdings with sufficient time prior to

the Broadcast to allow the Client to review and agree on those changes.

- All copyright and other intellectual property rights created by the provision of Services by the Broadcaster shall be the property of the Broadcaster, by way of present and future assignment. Client must lodge advertising material in accordance with this clause and any lodgement requirements specified by the Broadcaster from time to time. If the Client fails to comply with this clause with respect to a Booking, the Broadcaster is under no obligation to perform the Services. Broadcaster will Delete and Charge or Play and Charge (in its absolute discretion) for advertising material that is not lodged in accordance with this clause and Client agrees that it will be liable for such charges. The Broadcaster's lodgement requirements include, but are not limited to, the following: (a) Deadline for receipt of approved audio advertisements is 12 noon the business day prior to publication or broadcast; and (b) Bonus and BTA advertisements cannot be guaranteed a particular time or position in break.

Warranties

- Client warrants that advertising material and other information provided to the Broadcaster by Client: (a) complies with all laws, statutes, regulations, codes of practice and any standards determined by any relevant regulatory agency or industry self-regulatory body applicable to Services; (b) complies with any standard or requirement specified by the Broadcaster and notified to the Client from time to time; (c) does not infringe copyright, trademark or other legal rights of any person; (d) is not false or misleading and is true in substance and in fact; (e) does not infringe the Australian Consumer Law 2010 (Cth) or equivalent state legislation; and (f) does not contain anything which may give rise to any cause of action by a third party against the Broadcaster, including without limitation material which is misleading and deceptive or defamatory or obscene or which infringes any right of privacy or personality or which otherwise causes injury or damage to any person. Client further warrants it is responsible for obtaining and must obtain all consents, approvals or permissions for the publication or broadcast of all advertisements on its behalf by Broadcaster, whether required by law or otherwise.

Indemnities

- Client indemnifies and will keep indemnified the Broadcaster against any action, claim, loss or expense arising from the Services or any breach by Client of the warranties in clause 11 of these Standard Terms and Conditions or other clause of the Broadcast Agreement or these Standard Terms and Conditions.

Liability

- To the extent permitted by law, the Broadcaster has no liability to Client whether in contract, tort or otherwise for any loss, cost, claim or damage (including without limitation for or in respect of any consequential, special or indirect liability and loss of profits, opportunity, revenue or data) arising from: (a) the provision of the Services by the Broadcaster; (b) any action taken by the Broadcaster in accordance with clauses 7 or 8 above; or (c) any breach of the Broadcast Agreement.
- To the extent permitted by law, all implied representations, conditions or warranties by the Broadcaster, whether based in statute, common law or otherwise, are excluded.
- Any liability of the Broadcaster not excluded by clauses 13 or 14 above is limited, at the Broadcaster's option, to the supply of any service again or the payment for the cost of having any service supplied again.

Termination

- Either party may terminate the Broadcast Agreement: (a) without penalty upon the provision of 28 days' written notice; or (b) immediately upon the provision of notice where the other party has breached a material term of the Broadcast Agreement (including these Standard Terms and Conditions); or (c) immediately upon the provision of notice if the other Party is deemed Insolvent or ceases or threatens to cease to carry on business.

Agency

- Each person constituting the Client will be jointly and severally liable as principal debtor for payment of amounts invoiced by the Broadcaster. Client warrants that it has full authority in all matters connected with the entering into and performance of the Broadcast Agreement with the Broadcaster.

Miscellaneous

- The Broadcast Agreement between the Broadcaster and Client will be governed by the laws in force in New South Wales and each party submits to the jurisdiction of courts exercising jurisdiction in the State or Territory in which Services are provided (or where the Services are provided in more than one State or Territory, that State or Territory selected by the Broadcaster in its sole discretion).
- If the Broadcaster is prevented or delayed in the performance of any of its obligations by a force majeure event being an event beyond its control, it shall be excused from the performance or the punctual performance as the case may be for so long as such event shall continue.
- The terms and conditions of the agreement concluded between Client and Broadcaster are set out exhaustively in these Standard Terms and Conditions and in the attached Broadcast Agreement or any variation thereof and comprise the entire agreement of the parties. The Broadcast Agreement and these Standard Terms and Conditions supersede and exclude any prior representations, negotiations, arrangements, understandings, communications or agreements between Client and Broadcaster relating to the subject matter of the Broadcast Agreement. The Broadcast Agreement and these Standard Terms and Conditions can only be varied by agreement in writing by both parties, or in the case of the Broadcaster varying these Standard Terms and Conditions, by it giving notice in writing.
- A waiver of any right, power or remedy under the Broadcast Agreement and these Standard Terms and Conditions must be in writing signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Broadcast Agreement and Standard Terms and Conditions does not amount to a waiver.
- Each provision of this document is individually severable. If any provision is or becomes illegal, unenforceable, void or invalid in any jurisdiction it is to either: (a) be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this document, and the legality, validity and enforceability of the provision in any other jurisdiction, will not be affected; or (b) be read down to the extent necessary to make it valid and enforceable in the relevant jurisdiction.
- The Broadcaster collects and shares the personal information of the Client and any individuals associated with the Client in accordance with the Broadcaster's privacy policy available on its website (as updated from time to time).

Nine Radio Syndication Advertiser Standard Terms and Conditions

Definitions.

"Booking" means a request to broadcast or otherwise publish advertising material with the Broadcaster as identified in the Broadcast Agreement.

"Broadcast Agreement" means the Broadcast Agreement between Client and Nine Radio which sets out the Services and is subject to and includes these Terms and Conditions.

"Broadcaster" means each radio station specified in the Broadcast Agreement.

"Client" means the person for whose benefit the Services are provided under the Broadcast Agreement and includes an agency acting on that person's behalf in relation to the Services or payment for the Services.

"Delete and Charge" means that the Broadcaster will not publish any advertising requested in a Booking but will nevertheless charge the Client for this advertising.

"Insolvent" means being unable to pay debts as and when they fall due; ceasing to carry on business, having a liquidator, receiver, receiver and manager or administrator appointed to the whole or any part of the assets of a business; making any composition or arrangement with creditors; having an order or resolution made for the dissolution or liquidation of a business (other than for the purpose of solvent amalgamation or reconstruction); or any similar or analogous procedure, action or event in consequence of debt in any jurisdiction.

"Nine Radio" means Nine Radio Syndication Pty Ltd.

"Play and Charge" means that the Broadcaster will publish any advertising requested in a Booking and will charge the Client for this advertising.

"Services" means the publication, communication or broadcast of advertising material on any medium as specified in the Broadcast Agreement.

Agreement

1. Any Booking placed by Client with Nine Radio shall constitute an offer by Client to acquire Services from the Broadcaster and the Broadcast Agreement attached to this document or any variation thereof constitutes Nine Radio's acceptance of that offer on behalf of the Broadcaster on the terms set out in these Standard Terms and Conditions and in the Broadcast Agreement, also available [here](#).

Payment and Credit

2. If Nine Radio is successful in securing the Booking with the Broadcaster, the Client will be charged for the provision of Services at the rates set out in the Broadcast Agreement. If Client has a credit account with Nine Radio, Client will be provided an invoice on a monthly basis for the value of Services provided during the preceding month and Client must pay the amount invoiced in accordance with the terms of that invoice and in any event, no later than 30 days from the date of that invoice. The Broadcaster may, in writing, offer extended payment terms to Clients that are approved advertising agencies. Extended payment terms may be revoked if the Client at any time does not comply with the terms of credit or payment terms. Nine Radio may charge an additional administration fee for payments made by Credit Card.

3. If Nine Radio's invoice is not paid when due, Nine Radio may, in its discretion and without limiting its other rights: (a) not pay or deduct any applicable agency rebate, discount or commission, which amount shall become immediately due and payable by the Client; (b) charge interest on the unpaid amount at the rate charged by the Australia and New Zealand Banking Group Limited as its Index Rate from time to time plus 3% until such amount is paid; (c) suspend publication or broadcast of any advertising material lodged by Client until such time as all outstanding payments are received by Nine Radio; (d) if the unpaid amount exceeds 90 days, charge an administration fee of 2% per month, from date of invoice, on the unpaid amount; (e) to the extent permitted by law, recover any expenses, costs or disbursements including legal costs for debt recovery incurred by Nine Radio in recovering any outstanding monies; and (f) cease to provide, or impose conditions on the provision of, credit to the Client and require pre-payment for any subsequent Booking. The Broadcaster may use the services of a mercantile agent for recovery of unpaid amounts and may commence legal proceedings to recover unpaid amounts without notice.

4. Nine Radio may at any time at its discretion and without notice alter, cancel, suspend or impose conditions on credit facilities.

5. If Client does not have a credit account, or the value of Services exceeds the available credit limit, payments for Services must be made at least 3 business days prior to advertisements being published. If payment is not made in accordance with this clause, Nine Radio will not submit the Booking and any Services will not be performed.

Conditions on Provision of Services

6. Client acknowledges that the Broadcaster may: (a) refuse to accept for publication/broadcast or to publish/broadcast, or to withdraw any advertising material for any reason; and (b) at its discretion and at any time, cancel, reschedule or replace any programming or advertising breaks within or between programming without reference to the Client.

7. Client acknowledges and agrees that: (a) scheduling of programming and advertising by the Broadcaster is subject to unforeseen changes and the Broadcaster may reschedule advertisements at any time in its absolute discretion; (b) Services may be subject to interruption; and (c) it must not re-sell, sub-license or sub-contract any advertising allocated to it other than with the consent of Nine Radio; (d) Client may only cancel, vary or reschedule a Booking with 28 days' written notice and Nine Radio will Delete and Charge or Play and Charge (in its absolute discretion) Bookings where this notice is not given and Client agrees to be liable for such charges; and (e) Nine Radio does not guarantee the success of any advertising or promotional campaign booked pursuant to the Broadcast Agreement and no recourse will be available as against Nine Radio or any of its employees, agents or representatives for failure of advertising booked by Client to achieve the desired results; (f) the Broadcaster may from time to time publish or broadcast other material or advertisements which are not beneficial to Client's business and custom; and (g) Client is responsible for obtaining, reviewing and complying with any terms and conditions of advertising of the Broadcaster.

8. All copyright and other intellectual property rights created by the provision of Services by Nine Radio shall be the property of Nine Radio, by way of present and future assignment.

9. Client must lodge advertising material in accordance with this clause and any lodgement requirements specified by Nine Radio from time to time. If the Client fails to comply with this clause with respect to a Booking, Nine Radio is under no obligation to perform the Services. Nine Radio will Delete and Charge or Play and Charge (in its absolute discretion) for advertising material that is not lodged in

accordance with this clause and Client agrees that it will be liable for such charges.

Nine Radio's lodgement requirements include, but are not limited to, the following: (a) Deadline for receipt of approved audio advertisements is 12 noon the business day prior to publication or broadcast; and (b) Bonus and BTA advertisements cannot be guaranteed a particular time or position in break.

Warranties

10. Client warrants that advertising material and other information provided to Nine Radio by Client: (a) complies with all laws, statutes, regulations, codes of practice and any standards determined by any relevant regulatory agency or industry self-regulatory body applicable to Services; (b) complies with any standard or requirement specified by Nine Radio and notified to the Client from time to time; (c) does not infringe copyright, trademark or other legal rights of any person; (d) is not false or misleading and is true in substance and in fact; (e) does not infringe the Australian Consumer Law 2010 (Cth) or equivalent state legislation; and (f) does not contain anything which may give rise to any cause of action by a third party against Nine Radio, including without limitation material which is misleading and deceptive or defamatory or obscene or which infringes any right of privacy or personality or which otherwise causes injury or damage to any person. Client further warrants it is responsible for obtaining and must obtain all consents, approvals or permissions for the publication or broadcast of all advertisements on its behalf by Broadcaster, whether required by law or otherwise.

Indemnities

11. Client indemnifies and will keep indemnified Nine Radio against any action, claim, loss or expense arising from the Services or any breach by Client of the warranties in clause 11 of these Standard Terms and Conditions or other clause of the Broadcast Agreement or these Standard Terms and Conditions.

Liability

12. To the extent permitted by law, Nine Radio has no liability to Client whether in contract, tort or otherwise for any loss, cost, claim or damage (including without limitation for or in respect of any consequential, special or indirect liability and loss of profits, opportunity, revenue or data) arising from: (a) the provision of the Services by Nine Radio or the Broadcaster; (b) any action taken by Nine Radio or the Broadcaster in accordance with clauses 7 or 8 above; or (c) any breach of the Broadcast Agreement.

13. To the extent permitted by law, all implied representations, conditions or warranties by Nine Radio, whether based in statute, common law or otherwise, are excluded.

14. Any liability of Nine Radio not excluded by clauses 13 or 14 above is limited, at Nine Radio's option, to the supply of any service again or the payment for the cost of having any service supplied again.

Termination

15. Either party may terminate the Broadcast Agreement: (a) without penalty upon the provision of 28 days' written notice; or (b) immediately upon the provision of notice where the other party has breached a material term of the Broadcast Agreement (including these Standard Terms and Conditions); or (c) immediately upon the provision of notice if the other Party is deemed Insolvent or ceases or threatens to cease to carry on business.

Agency

16. Each person constituting the Client will be jointly and severally liable as principal debtor for payment of amounts invoiced by Nine Radio. Client warrants that it has full authority in all matters connected with the entering into and performance of the Broadcast Agreement with Nine Radio.

Miscellaneous

17. The Broadcast Agreement between Nine Radio and Client will be governed by the laws in force in New South Wales and each party submits to the jurisdiction of courts of New South Wales.

18. If Nine Radio or the Broadcaster is prevented or delayed in the performance of any of its obligations by a force majeure event being an event beyond its control, it shall be excused from the performance or the punctual performance as the case may be for so long as such event shall continue.

19. The terms and conditions of the agreement concluded between Client and Nine Radio are set out exhaustively in these Standard Terms and Conditions and in the attached Broadcast Agreement or any variation thereof and comprise the entire agreement of the parties. The Broadcast Agreement and these Standard Terms and Conditions supersede and exclude any prior representations, negotiations, arrangements, understandings, communications or agreements between Client and Nine Radio relating to the subject matter of the Broadcast Agreement. The Broadcast Agreement and these Standard Terms and Conditions can only be varied by agreement in writing by both parties, or in the case of Nine Radio varying these Standard Terms and Conditions, by it giving notice in writing.

20. A waiver of any right, power or remedy under the Broadcast Agreement and these Standard Terms and Conditions must be in writing signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Broadcast Agreement and Standard Terms and Conditions does not amount to a waiver.

21. Each provision of this document is individually severable. If any provision is or becomes illegal, unenforceable, void or invalid in any jurisdiction it is to either: (a) be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this document, and the legality, validity and enforceability of the provision in any other jurisdiction, will not be affected; or (b) be read down to the extent necessary to make it valid and enforceable in the relevant jurisdiction.

22. Nine Radio collects and shares the personal information of the Client and any individuals associated with the Client in accordance with Nine Radio's privacy policy available on its website (as updated from time to time).