

DOP Supplier Agreement

2023.3

OVERVIEW

1. Department of Post Ltd (the "Company") agrees to provide the services, detailed under the provided quotes, (the "Quote") for the Production titled in the quote (the "Production"), to the contact / production in the quote (the "Production Company").
2. The ("Duration") if detailed in the quote of the services listed
3. The Production Company intends to produce the Production and will, at minimum, pay the amount agreed (fee) for the services detailed under the Quote to the Company and for the Duration of the period detailed.
4. Additional work, equipment or software outside the scope of the Quote may only be undertaken after an agreement has been made between the Company and Production Company to proceed. Additional costs (fees) may be incurred with additional work or if additional equipment is required.

TERMS

1. Definitions

- a. **Fee:** The amounts set out in the accepted quotes (the Quote).
- b. **Force Majeure:** the prevention or interruption of the Production or the Service because of a fire, earthquake, flood, accident, explosion, casualty, strike or labour stoppage or threat thereof, lockout, riot, civil disturbance, terrorist act, act of a public enemy, embargo, war, act of God, or death, disability or incapacity of a principal cast member or director of the Production, or failure or delay of any transportation agency, laboratory or any other furnisher of essential supplies, equipment or other facilities which such failure or delay is of no fault of the affected party or is beyond the affected party's control, or by any municipal, state or federal ordinance or law, by any legally constituted authority, whether municipal, state or federal, or by the issuance of any executive or judicial order or other event or cause of the nature of force majeure beyond the affected party's control.
- c. **Services:** The supply of services in the quote

2. Supply of Services

- a. Company agrees that the Services will be provided with due care and diligence and in accordance with the high standards expected, and in a timely manner based on the communicated schedule of the Production.
- b. The Production Company agrees that it will: (a) provide Company with all information reasonably requested to enable Company to provide the Services in accordance with this Agreement; (b) promptly notify the Company if the Production Company believes there is or may be an issue with the Services; and (c) give the Company a reasonable opportunity to remedy any defect in the Services.
- c. Company enters into this Agreement as an independent contractor and agrees that no partnership, employment, joint venture or other relationship will arise out of or be implied into the terms of this Agreement.
- d. Company will meet the standards of confidentiality set forth in the Department of Post Confidentiality policy.
- e. The Production Company will not in any way, directly or indirectly (a) use any information (including trade secrets and intellectual property of the Company) gained, or any relationship with customers and/or potential customers of the Company arising, from the Production Company's involvement with the Company to divert business or custom away from the Company, or (b) solicit or induce, or attempt to solicit or induce, any individual who is an employee, officer, representative or agent of the Company to terminate their employment or engagement with the Company. The Production Company recognises and agrees that the restrictions set forth in this section are necessary to protect confidential information (including trade secrets) and other legitimate business interests of the Company, along with the Company's customer and supplier relationships, goodwill and loyalty.

3. Indemnity, Liability, Insurance and Rights

- a. Company shall indemnify the Production Company in respect of all costs, expenses, damages or recoveries (including without limitation any amounts reasonably paid in settlement) incurred by the Production Company in relation to any third party claim where, and to the extent, that claim is caused by the Company's misuse of third party intellectual property or the Company's wilful breach of this Agreement.
- b. The Company's total aggregate liability under or in connection with this Agreement, whether in contract, or tort (including negligence) or otherwise, will not exceed an amount equal to the Fees paid under this Agreement.
- c. The Company is solely responsible for payment of all of its own loss of income and business risk insurances, including public liability insurance.
- d. The Company acknowledges and agrees that all intellectual property in the Production will vest in the Production Company and Company assigns any intellectual property rights it may have, now or in the future in the Production to the Production Company. This includes but is not limited to images, audio and story, but excludes workflow, LUTs, and other specific trade secrets, financial, technical or technique used in the negotiation, quotation, production or delivery of the Production that is unique to Department of Post.
- e. Company has the right to use material in the public domain, in good faith, after the initial public release of the Production, to promote and/or acknowledge Services provided to Production Company under the Quote with the Production Company's approval.

4. Screen Credit

Provided that the Company is not in material breach of this Agreement and performs all services required hereunder, at minimum screen credits on the Production will be accorded as follows:

- Post Production facilities provided by Department of Post

5. Suspension or Termination of this Agreement

- a. Either party may suspend this Agreement for a fixed period of time or indefinitely in the event that any Force Majeure affects their need for the Services or their ability to perform the Services, provided that upon any such suspension the parties shall promptly consult in good faith with the aim of overcoming and/or mitigating the impact of the Force Majeure in a mutually acceptable manner.
- b. The Production Company may terminate this Agreement by notice in writing if:
 - i. Company is in default under this Agreement and fails to remedy such default within 48 hours of receipt of notice from the Production Company requiring the default to be remedied;
 - ii. Company goes into liquidation, bankruptcy or receivership or has a receiver, trustee, administrator or statutory manager appointed over any or all of its assets; or
 - iii. an event of Force Majeure continues for more than 42 days;
- c. On termination of this Agreement:
 - i. the Production Company may enter into other agreements for the provision of the Services;
 - ii. the Production Company will be entitled to retain all rights granted to it under this Agreement;
 - iii. the details of Quote including amount of Fees for services may not be disclosed to other Companies or parties for the purpose of entering into a new agreement;
 - iv. the Production Company will only be liable to pay the portion of the Fee based on specific Services already rendered before the date of termination and no further compensation shall be payable; and
 - v. Company will promptly provide to the Production Company all documents and other materials relating to the Production in Company's possession or control.
 - vi. The termination of this Agreement will be without prejudice to the rights and obligations of the parties immediately before termination.

6. General

- a. Notices under this Agreement must be in writing and may be given by post (in which case they will be deemed to be received 3 days after posting) or by email (in which case they will be deemed to be received after leaving the sender's operating system provided the sender does not receive an automatic non-delivery or 'out-of-office' notice) to the party at the relevant address referred to in the parties section above or such other address as may be notified in writing.
- b. If the Production Company terminates or purports to terminate, or commits or is alleged to have committed a breach of this Agreement, the damage (if any) caused to Company is not irreparable or sufficient to entitle Company to injunctive or

other equitable relief, and Company will not have any right to rescind this Agreement or any other agreement or any of the Production Company's rights pursuant to the same.

- c. The provisions of this Agreement constitute the entire agreement between the parties with respect to its subject matter and supersede all previous understandings, arrangements, agreements and communications, whether verbal or written, between the parties or their advisers with respect to that subject matter.
- d. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Any of the parties may execute this Agreement by signing any such counterpart.
- e. This Agreement is subject to the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.
- f. Any Production supplied crew or personnel that have access to the Company's premises, equipment and/or systems will abide by the Company's health and safety, IT, security and on site policies. Available on request.

7. Payment Schedule

- a. Invoices for work to date will be generated on the 20th of each month. Payment will be due the 20th of the following month.
- b. In the event of default or late payment,, the company shall be entitled to demand and recover from the production company interest on any amount outstanding calculated from the date such sum or sums were due to be paid to the company until the date of the actual payment thereof whether before judgment or after judgment payable at the company's then current overdraft rate plus 3% p.a. thereon ("the penalty interest"). In addition to payment for services and the penalty interest the production company will also be liable to pay to the company upon demand all and any legal expenses and costs incurred by the company (on a solicitor and own client basis) in the process of recovery and/or attempted recovery of money and/or equipment from the production company.