



TERMS OF TRADE

In the undertaking of business with Admarkit Ltd you accept these terms of engagement, payment terms and representation in full:

Admarkit Ltd, hereafter referred to as 'the agency'
Your company/business, hereafter referred to as 'the client'

1.

The agency will make every effort to ensure that the client's business is promoted as effectively as possible with due regard to the advertising standards and ethics in the market/s within which the client operates.

2.

The agency agrees to avoid conflict of interest through not working with any other client that is in direct competition to the client during the term of any agreement or duration of regular work being carried out. Regular work being defined as a minimum of 25 hours per month or \$10,000 of media advertising.

3.

The agency and the client agree to keep all discussions, documents, arrangements and materials in relation to the development and planning of the client's business, strategy and marketing confidential. These will not be disclosed to any other person except the staff and contractors of the agency or client, unless required to do so by law or unless previously approved by both parties.

4.

The client agrees to settle all accounts from the agency promptly on or before the 20th of the month following invoice. Late payment will incur interest at 1.5% per month from the date owing and may be referred to a debt collection agency where it will be subject to an additional 20% collection fee on the balance owing.

ADMARKIT LIMITED

PO Box 100305, NSMC, Auckland 0745, New Zealand. Telephone 64 9 889 3560
Email info@admarkit.com. Internet www.admarkit.com

5.

The client agrees to reimburse the agency for miscellaneous disbursements incurred in the carrying out of day to day client business such as photocopying, telephone tolls, postage and courier charges.

6.

The client agrees to pay the agency for consulting time at the agreed rates and for additional services such as television production, design and website development according to the agreed quotation prior to the commencement of the work.

8.

The agency promises to prepare all advertising, documents and other materials with due care and attention. However errors may at times inadvertently occur. The client agrees to notify the agency immediately upon discovering any error, upon which the agency will make all reasonable attempts to correct the error except where this is impossible due to a campaign having already gone to air, advertisement printed or so forth.

9.

The agency will seek prior approval from the client to publish all advertisements and marketing materials in print, web, television or any other form of media. Approval of material may be verbal or in writing or email by any of the staff employed by the client. The client agrees to hold the agency harmless for any error or omission in the preparation of advertising or marketing materials.

10.

The agency reserves the right to decline to develop or place advertising or marketing materials where it believes this would breach the advertising standards and ethics that it is required to follow through the ASA or in other advertising networks throughout the world, or where at its discretion it believes would call the agency into disrepute.

11.

The client agrees that where prior approval from NZFSA, Medsafe, TAPS or any other regulatory body (or their equivalents in other markets in which the client operates) is required for advertising or marketing materials, the agency will have the right to seek prior approval from these organisations before placement of any advertising for the client. The client agrees to incur all costs of such review and approval by these organisations.

12.

In the event of any dispute between the agency and client that cannot be reasonably resolved between the parties, both parties agree to in first instance to seek the assistance of a mediator who is a member of AMINZ (The Arbitrators and Mediators Institute of New Zealand) to resolve the dispute.