



INDEMNITY FORM

BETWEEN: FATS DIGITAL SERVICES PTY LTD of 372 Eastern Valley Way, Chatswood, New South Wales ("FATS")

AND ..... of.....("the Customer")

and it is hereby agreed that :

- 1. The Customer agrees by signing this Agreement that all goods and services supplied by FATS are provided subject to both FATS Terms of Trade and the terms and conditions of this letter, which forms a binding legal agreement between the Customer and FATS.
2. The Customer represents and warrants to FATS that :
(a) it owns, or has a valid licence to use, reproduce and modify the copyright and other intellectual property rights in the material it has requested FATS to reproduce and / or to modify (including conversion from one format and / or operating system to another); and
(b) any goods supplied to the Customer or on its behalf to FATS shall be free of any virus (being any code, programming instruction or set of instructions constructed with the intention of having the ability to damage, interfere with or otherwise adversely affect computer programs, data files, or hardware without the consent of the computer user ); and
(c) any goods or services to be supplied by FATS under this Agreement (including any part or parts):
(i) will not infringe the rights (including copyright or other intellectual property rights) of others or breach any obligation of confidentiality; or
(ii) have not been and will not be condemned or prohibited from circulation, marketing, manufacture or exhibition (or require the excision of any part) by any legally constituted board of censors or similar government body having authority to prevent the circulation or marketing of such goods or services; or
(iii) will not violate any law (including a law relating to decency, censorship, publicity or privacy), court order or other ruling of a governmental agency; or
(iv) will not subject FATS to any liability.
3. FATS may withdraw from any agreement to supply if FATS considers in its sole discretion that there has been or there is a serious likelihood of a breach of one or more of the warranties given by the Customer in Clause 1 above. If FATS withdraws from any agreement to supply there will be a proportionate reduction or refund of fees payable by the Customer to FATS as determined by FATS.
4. The Customer hereby acknowledges and agrees that the indemnity it gives FATS includes all loss, damages, costs and expenses incurred including all production costs and all legal costs on a solicitor own client basis.

..... Customer Authorised representative

..... Signed for and on behalf of FATS Digital Services Pty Ltd by its authorised representative

Dated .....

Dated .....

