This document contains the terms and conditions for Exhibitors referred to in the Sponsor and Exhibition Application Form completed and submitted by or on behalf of the Exhibitor

EXHIBITOR AGREEMENT

Associated Advertising & Promotions Pty Ltd
(ABN 13 085 798 750)

as agent for and on behalf of

Northern Territory Cattlemen's Association
(ABN 87 055 308 786)

and

in the Sponsorship and Exhibition Application to which this document is annexed

PARTIES:

ASSOCIATED ADVERTISING & PROMOTIONS PTY LTD (ABN 13 085 798 750) of Suite 16, first floor, 24 Cavenagh Street Darwin ("**AAP Events**", "**We**", "**Us**")

and

THE EXHIBITOR IDENTIFIED IN THE EXHIBITOR APPLICATION, OF WHICH THIS AGREEMENT COMPRISES ANNEXURE "A" ("**Exhibitor**")

BACKGROUND:

The Exhibitor wishes to exhibit its products or services at the Event on the terms and conditions contained in this Agreement, and, in response to the Exhibition Prospectus, has submitted an Exhibition Application to Us.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

Where used in this Agreement the following expressions have the following respective meanings:

Expression	Meaning
Agreement	This document, any annexures or other documents incorporated by reference, including the Exhibition Prospectus and the Exhibitor Application.
Confidential Information	Information pertaining to the subject matter of this Agreement, a party's employees, agents and contractors, a party's customers or suppliers, a party's finances, business and marketing plans, transactions and activities, a party's products and/or services and a party's Intellectual Property. The expression includes information no matter how or when it is received and whether the information is marked or labelled "confidential", "secret" or otherwise, but does not include information that is widely available or in the public domain.
Event	The conference or event identified in the Exhibition Prospectus and/or the Exhibitor Application.
Event Website	The website and/or portal on which the Event is promoted and at which the Prospectus and Exhibitor Application may be located.

Exhibition	The Exhibitor's exhibition stand, booth, stall or other promotional structure or presence at the Event.
Exhibition Fee	The sum(s) of money that the Exhibitor must pay under this Agreement, as specified in the Exhibition Prospectus.
Exhibition Manual	The document, if any, that We provide to the Exhibitor, setting out rules and requirements for the Exhibition and other related matters.
Exhibition Materials	All things and materials that the Exhibitor and/or its contractors bring onto the Venue premises for the purposes of the Exhibition and includes (without limitation) all structural and build-materials, installations, tools, equipment, products, promotional gifts, promotional materials, displays, banners, advertisements, images and videos, interactive presentations and sound or image broadcasts.
Exhibitor Application	The Sponsor and Exhibition Application Form submitted to Us by the Exhibitor.
Exhibitor Entitlements	The package of services and benefits to be provided in exchange for the Exhibition Fee under this Agreement as specified in the Exhibition Prospectus, and selected by You in the Exhibitor Application.
Host	The person, company or organisation that has engaged Us to provide event-management services as its agent in connection with the Event, as specified in the Schedule.
Insolvency Event	Any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due.
Intellectual Property	All forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, plant variety rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, and whether existing under statute or common law or otherwise.
Intervening Occurrence	Circumstances beyond a party's control (but only if they have a Relevant Effect), including war, civil disturbance, acts of terrorism, strikes and lock-outs, natural disasters (whether naturally occurring or caused by human act or omission) including fire, flood and storm, volcanic or seismic activity, power and communication outages, and any declared public health emergency, Transmissible Illness (including COVID-19 or any variant or derivative of it).

Prospectus	The document inviting exhibitors to participate in the Event, in response to which the Exhibitor has submitted its Exhibitor Application.
Relevant Effect	In connection with an Intervening Occurrence, means that the Intervening Occurrence has (or will, with reasonable certainty, have): (a) in the case of the Exhibitor, the direct effect of making it unlawful or practically impossible for the Exhibitor's staff to attend the Event; or (b) in the case of the Host or Us, the direct or indirect effect of: (i) making it unlawful or practically impossible or substantially more difficult to conduct the Event; (ii) making the Event substantially less financially viable; or (iii) making it unlawful or practically impossible or substantially more difficult for Us to provide the Exhibitor Entitlements, or to provide Our Services to the Host.
Relevant Persons	All officers, employees, agents, contractors and guests of the Exhibitor.
Transmissible Illness	Any transmissible illness: (a) declared by any government, government authority or the World Health Organisation as an epidemic or pandemic and includes COVID-19 and any variant or derivative of COVID-19; and (b) in respect of which lock-downs, isolation requirements, travel restrictions or advisories against travel or face-to-face or personal contact have been issued, either at the place where the Event is to be held or from where the Exhibitor or any Relevant Person reside(s) or will depart to attend the Event.
Venue	Any venue, facility or place at which the Event, or any component of it (including the social program), occurs. In the case of a partly or fully virtual Event, "Venue" includes the on-line platform on which the Event is (or parts of it are) accessible on-line.
Venue Rules	Rules issued by the operator of a Venue as to the conduct and dress of persons within the Venue, exhibitions, access and egress to the Venue, the use of Venue facilities, and the use of promotional materials within the Venue, and includes all directions made from time to time by staff of the Venue operator, or its authorised contractors

1.2 Interpretation

The following rules apply in interpreting this Agreement, except where the context makes it

clear that a rule is not intended to apply:

(a) Headings and catchwords are for convenience only, and do not affect interpretation;

(b) A reference to:

(i) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;

(ii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(iii) conduct includes any omission, representation, statement or undertaking, whether or not in writing;

(iv) anything (including a right, obligation or concept) includes each part of it; and

(v) except as otherwise provided, a reference to a period of time (including without limitation, a year, a month and a day) is to a calendar period;

(c) A singular word includes the plural, and vice versa;

(d) A word which suggests one gender includes the other gender;

(e) If a word is defined, another part of speech has a corresponding meaning;

(f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;

(g) Specifying anything in this document after the words including or includes or similar expressions does not limit what else might be included unless there is express wording to the contrary;

(h) A reference to dollars or $ is to an amount in Australian currency unless otherwise specified;

(i) Interpretation of any clause or word mentioned herein shall not be restricted by reference to any other clause or word mentioned herein or by the juxtaposition of the same;

(j) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document; and

(k) The parties agree that, to the extent that it is legally permissible to contract out of those laws:

(i) the Frustrated *Contracts Act 1978* (NSW) does not apply to this Agreement;

(ii) the parties intend this Agreement to regulate their bargain to the exclusion of the provisions for frustrated contracts contained in the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and the *Frustrated Contracts Act 1988* (SA); and

(iii) no other applicable legislation for frustration of contract is to apply to this Agreement.

2. CAPACITY

2.1 AAP Events is agent for the Host

The Exhibitor acknowledges and agrees that We enter into this Agreement in Our capacity as agent for and on behalf of the Host. All of Our obligations, rights and remedies under this Agreement are obligations, rights and remedies of the Host. To the extent that this Agreement confers a benefit, right or remedy on the Host, it is intended that We shall also have the benefit of and the right to exercise or enforce that right or remedy.

2.2 Relevant Persons

The Exhibitor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons. The Exhibitor warrants that it has provided a copy of this Agreement to all Relevant Persons. If you are a Relevant Person, you agree to comply with this Agreement.

3. EXHIBITION PROSPECTUS AND EXHIBITOR APPLICATION

3.1 This Agreement applies if We accept the Exhibitor Application

This Agreement applies if and commences when We accept the Exhibitor Application submitted to Us. We may reject the Exhibitor Application for any reason We deem fit, including insufficient Venue space for the proposed Exhibition and/or that any limit on the number Exhibitors of a particular classification or level has been reached. We will notify the Exhibitor if We reject the Exhibitor Application for any reason and We will immediately refund any monies paid to Us, in full.

3.2 Exhibitor's warranty re Exhibition Prospectus and Exhibitor Application

The Exhibitor warrants, acknowledges and agrees that:

(a) the Exhibitor has received and read the Exhibition Prospectus and the Exhibition Manual thoroughly;

(b) the information provided by the Exhibitor in the Exhibitor Application is true and correct in all respects;

(c) the Exhibitor is not aware of any fact or circumstance, whether actual or potential, that would cause the Exhibitor to breach any of the provisions of this Agreement, or that may entitle Us to terminate it, including but not limited to termination for breach of clause 16.2 (Termination for Disrepute; and

(d) the individual who accepts these terms and conditions does so on behalf of the Exhibitor, details of which are set out in the Exhibitor Application and, by doing so, the Exhibitor warrants that that individual is duly authorised to do so.

4. EXHIBITOR ENTITLEMENTS

4.1 Provision of the Exhibitor Entitlements

The Exhibitor will be provided with the Exhibitor Entitlements:

(a) subject to the Exhibitor's compliance with, and on the terms and conditions of, this Agreement and the Exhibition Manual;

(b) as specified in the Exhibition Prospectus and selected in the Exhibitor Application;

(c) subject to the completion of any milestones or pre-requisites as provided in the Exhibition Prospectus and the Exhibition Manual; and

(d) subject to the Exhibitor's compliance with, and in accordance with, the Venue Rules.

4.2 Exhibitor Entitlements not exclusive

Unless expressly specified to the contrary in the Exhibition Prospectus and the Exhibitor Application, this Agreement and the Exhibitor Entitlements are not exclusive to the Exhibitor in any respect and We may engage other exhibitors and sponsors for the Event, including exhibitors and sponsors whose products or services may compete with those of the Exhibitor.

4.3 Inconsistency

In the event of any inconsistency between this Agreement, the Exhibitor Application, the Exhibition Prospectus and/or any Exhibition Manual, the provisions of this Agreement prevail to the extent of the inconsistency.

5. VENUE RULES

5.1 Exhibitor Entitlements subject to Venue Rules

The Exhibitor:

(a) agrees that provision of the Exhibitor Entitlements is subject to, and to the Exhibitor's compliance with, the Venue Rules;

(b) warrant that that, if the Exhibitor commences delivery to or construction of the Exhibition at, the Venue, the Exhibitor has received a copy of the Venue Rules, or otherwise accessed them, and has thoroughly acquainted itself, its staff, contractors and all Relevant Persons with their requirements and, where necessary, has given a copy of the Venue Rules to them;

(c) must at all times comply with the Venue Rules and must ensure and procure that its employees and contractors and all Relevant Persons comply with them. The Exhibitor further acknowledges and agrees that the operator of each venue has the right, if the Exhibitor does not comply with the Venue Rules, to eject the Exhibitor, its employees and contractors from the Venue and the Exhibitor must comply with (and ensure that its employees and contractors comply with) any directions of a venue operator as regards the Exhibitor's/their presence at the relevant Venue;

(d) must notify Us immediately in writing and provide such information as We require, if the Exhibitor become aware of any breach of the Venue Rules; and

(e) if We ascertain that any Exhibitor Entitlement cannot be provided because of, or is inconsistent with, the Venue Rules, We will consult with the Exhibitor and make reasonable endeavours to agree on a "work-around".

6. CERTAIN PROMISES CONCERNING THE EVENT ARE EXCLUDED

6.1 No warranty re success of the Event

The Exhibitor acknowledges and agrees that neither We nor the Host make, or have made, any binding warranty, promise, representation or prediction concerning:

(a) the number and types of the businesses, products or services that will be exhibited or otherwise promoted at the Event;

(b) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or

(c) the number or value of sales leads that the Exhibitor may obtain as a result of its Exhibition.

Any predictions We or the Host may make or have made concerning the Event, or information or statistics that We or the Host may provide or have provided concerning previous events, are/were provided in good faith, but they are not binding upon Us. The Exhibitor acknowledges and agrees that it has not relied and does not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

7. EXHIBITION FEES

7.1 Payment of the Exhibition Fees

The Exhibitor must pay the Exhibition Fees and any applicable GST in the amount specified in the Exhibition Prospectus.

7.2 When payment is required

The Exhibitor must pay the Exhibition Fees and GST in full:

(a) within 14 days of the date of a tax invoice submitted by the Host or Us; or

(b) before the Exhibitor brings (or causes to be brought) any Exhibition Materials or other property on or into the Venue,

whichever is earlier.

8. GST

8.1 Exhibitor must pay GST

Exhibition Fees and other payments under this Agreement and in the Exhibition Prospectus and the Exhibitor Application are expressed exclusive of GST unless otherwise specified. The Exhibitor must pay, in addition to the Exhibition Fees and any other payments required under this Agreement and at the same time as those payments are made, the sum calculated as the GST, at the then-applicable rate, on those payments.

9. ADDITIONAL OBLIGATIONS OF EXHIBITOR

9.1 Access, removal and construction of Exhibition

The Exhibitor agrees that:

(a) the Exhibitor, and any contractor it engages, must access the Venue at such times and dates as We may notify, to bring Exhibition Materials into the Venue and construct the Exhibition. The Exhibitor must ensure that the Exhibition is completed and ready for the Event by the time and date We notify. Construction work during the Event will not be permitted. If We, acting reasonably, consider that the construction of the Exhibition will not be complete by the date We notify under this paragraph (a), We may exercise Our rights under clause 15;

(b) the Exhibitor must construct or, if the Exhibitor engages contractors, ensure that such Contractors construct and install the Exhibition so as to comply with the warranties in clause 10.2; and

(c) on conclusion of the Event, by the date and time We notify, the Exhibitor must ensure that the Exhibition is dismantled and that it and all Materials and other property are removed from the Venue and that the space occupied by the Exhibition is returned to the same state that it was in before the Exhibition was installed and that all rubbish is removed.

9.2 Exhibition and Exhibition Materials are at Exhibitor's risk

The Exhibition, Exhibition Materials and all other property that is brought onto the Venue whether by the Exhibitor or by its contractors or any Relevant Person, are at the Exhibitor's risk and the Exhibitor is responsible for its care and security. Neither We nor the Host is liable for any loss of or damage to the Exhibition, the Exhibition Materials or any other property, howsoever caused, excepting only to the extent such loss or damage is caused by Our negligence or breach of this Agreement, but in all cases Our liability is limited as provided in clause 17.

9.3 Exhibitor's conduct (and conduct of Relevant Persons) at the Event

At all relevant times the Exhibitor must (and must also ensure that Relevant Persons also comply with the following):

(a) comply with the Venue Rules and all lawful directions of Venue staff;

(b) conduct itself in a reasonable, respectful, considerate and lawful manner;

(c) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;

(d) ensure that all Relevant Persons wear, and display identification badges or lanyards provided;

(e) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;

(f) if Relevant Persons consume alcohol, they do so reasonably and responsibly, and not so as to become intoxicated;

(g) not carry, consume or supply unlawful drugs;

(h) observe "no-smoking" signs and directions;

(i) not place the safety and health of any person(s) at the Event at risk;

(j) not cause personal injury to, or defame, any person or damage the property of any person;

(k) be respectful towards other exhibitors, sponsors, speakers and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;

(l) comply with the COVID-19and Transmissible Illness protocols set out in clause 27; and

(m) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host and its contractors.

9.4 Virtual Event

If the Event is wholly or partly to be staged by virtual (i.e., online) means, the Event, or that part of it that is so staged:

(a) the provisions in this Agreement that, in practice, can only apply to a “face-to-face” event, do not apply; and

(b) the Exhibitor must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

10. WARRANTIES

10.1 Warranties by both parties

Each party warrants that:

(a) it will not breach any agreement, duty or obligation of any kind by entering into and performing its obligations under this Agreement; and

(b) it has not suffered, nor been threatened with an Insolvency Event.

10.2 Warranties by Exhibitor

The Exhibitor warrants and agrees that:

(a) the Exhibitor and all Relevant Persons have received and reviewed the Venue Rules and the Exhibition Manual and the Exhibition does not and will not breach the Venue Rules or the Exhibition Manual; and

(b) if the Exhibition is to be constructed by the Exhibitor or its contractors, the Exhibitor and/or those contractors (as the case may be) are, or will be, sufficiently skilled, licensed, qualified and experienced to undertake the works, having regard to their type, construction method, materials, size, scale and location;

(c) the Exhibition will comply with all applicable laws, industry and building codes, safety rules and guidelines;

(d) the Exhibition Materials and the Exhibition:

(i) and its construction will not create a risk to the health and safety of any person and will not cause personal injury or death to any person;

(ii) are or will be constructed or installed to a quality and standard that is equal or better than a reasonable standard in the circumstances,

(iii) will not damage the Venue or the property of any other exhibitor, person attending the Event or any other person;

(iv) will not damage the reputation of the Event, the Host, Us or the Venue;

(v) will comply with all applicable laws and any applicable code of conduct or ethics of the Host, of which notice is given to the Exhibitor and/or any Relevant Person;

(vi) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;

(vii) are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind;

(viii) are not and will not be derogatory or defamatory of any person, organisation or product of any kind; and

(ix) are not and will not be likely to be considered by a reasonable person to be offensive or otherwise inappropriate for display at the Event.

10.3 Breach of Exhibitor warranties

If the Exhibitor breaches any of the warranties contained in this clause 10, We may exercise Our rights under clause 15, or, if We request, the Exhibitor must modify the Exhibitor and/or its Exhibition Materials so as to comply with the warranties contained in this clause 10.

11. EXHIBITOR TO PROVIDE PARTICULARS OF EXHIBITION MATERIALS AND INFORMATION

11.1 Exhibitor to provide information on request

The Exhibitor must, when requested by Us or the Venue-operator, promptly provide particulars of all Exhibition Materials and any information concerning the Exhibition or its construction. Neither We nor the Host will be liable for any delay in or failure to provide Exhibitor Entitlements if the Exhibitor does not comply with this clause.

12. CANCELLATION OF THE EVENT BY US OR HOST

12.1 Exhibitor acknowledgement that the Event may be cancelled

The Exhibitor acknowledges and agrees that the Event may be cancelled from time to time by Us or the Host for any reason, including but not limited to Intervening Occurrences.

12.2 We/Host are not liable if the Event is cancelled

Subject to clause 12.3 and the Exhibitor's entitlements to a refund, the Exhibitor agrees that neither We nor the Host have any liability to the Exhibitor or any Relevant Person for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever, including but not limited to travel and accommodation costs.

NB: We recommend that the Exhibitor and Relevant Persons consider making accommodation and transport arrangements that permit variation or cancellation with appropriate refunds, and obtain insurance (if available) that will reimburse accommodation and transport costs in the event of cancellation.

12.3 Consequences of cancellation of Event

If the Event is cancelled, We will notify the Exhibitor of such cancellation by email, and We will refund all monies received from the Exhibitor.

13. CANCELLATION OF EXHIBITION BY EXHIBITOR

13.1 Cancellation of Exhibition by Exhibitor - general

(a) The Exhibitor may cancel its Exhibition at any time before the Cancellation Deadline

for any reason by written notice to Us ("Cancellation Notice"). A Cancellation notice may not be given after the Cancellation Deadline unless clause 13.2 applies.

(b) If We receive a Cancellation Notice before the Cancellation Deadline, We will refund 50% of the Exhibition Fee, less merchant fees if Exhibitor has paid by credit card and bank charges if otherwise applicable. If the Exhibitor has not paid 50% of the Exhibition Fee by the date of the Cancellation Notice, the Exhibitor must make payment with the Cancellation Notice. If the Exhibitor has already paid more than 50% of the Exhibition Fee by the date of the Cancellation Notice, We will refund the excess within 14 days.

(c) A Cancellation Notice is of no effect unless it is accompanied by payment (if payment is required) as provided under this clause.

13.2 Cancellation of Exhibition by Exhibitor for Intervening Occurrences

If an Intervening Occurrence has a Relevant Effect upon the Exhibitor, the Exhibitor may, at any time before the commencement of the Event, notify Us by email that the Exhibitor wishes to cancel its Exhibition, giving particulars of the Intervening Occurrence and the Relevant Effects. We will consider the notice in good faith and if, acting reasonably, We accept the particulars given, We will refund all monies We have received under this Agreement within 60 days, less a fee of $99 including GST, less merchant fees if Exhibitor has paid by credit card and bank charges if otherwise applicable.

14. VARIATION, POSTPONEMENT, CHANGE OF PRIMARY VENUE AND CONVERSION OF THE EVENT TO VIRTUAL

14.1 The Event may be postponed, moved or converted, etc

The Exhibitor acknowledges and agrees that, from time to time and for any reason, including but not limited to Intervening Occurrences:

(a) the Event may be postponed;

(b) the Event and exhibition space may be moved to a different place (including a different city or town) or primary Venue, or part of a Venue;

(c) the Event may be converted to a fully or partly virtual event;

(d) programme content of the Event, its order or session times, the speakers, entertainers and other presenters may be varied; and/or

(e) the social programme and any Venue for dinners and other social events or activities may be varied.

14.2 We/Host are not liable if the Event is varied, postponed, moved or converted, etc

Subject only to the Exhibitor's entitlements to a refund under clause 14.3, the Exhibitor agrees that neither We nor the Host have any liability to the Exhibitor or any Relevant Person for any losses, damage, liability or claim (including but not limited to travel and

accommodation costs) caused directly or indirectly by any of the changes referred to in clause 14.1.

14.3 Consequences of substantial or material variation

(a) If the Event is postponed, moved to a different city, town or primary Venue, is converted to a fully on-line or "virtual" event, or if there is a substantial and material change to the Event programme, We will give the Exhibitor notice (by email) of the relevant variation(s) (in this clause, a "Material Change Notice"). In all other cases, details of changes will be posted to the Event Website. The Exhibitor is responsible for checking for such notifications/alerts prior to the Event.

(b) If the Exhibitor notifies Us within 14 days of Our Material Change Notice, or before the commencement date of the Event, whichever is earlier:

(i) the Exhibitor may cancel its Exhibition; and

(ii) We will refund all monies received from the Exhibitor.

(c) **Important Note:** If the Exhibitor does not notify Us of such cancellation within the aforementioned time, the Exhibitor is deemed to have accepted the variation.

15. OUR RIGHTS TO SUSPEND, REQUIRE "TAKE DOWN" AND REFUSE ENTRY

15.1 Our rights

If We or the Host, acting reasonably, consider that there is any reasonable cause, or if We consider that the Exhibitor (including by the actions or omissions of any Relevant Person) is in material or substantial breach of this Agreement in any respect, including if the Exhibition Fees, or any part of the Exhibition Fees are not paid in full by the date(s) specified in the Exhibition Prospectus, We may:

(a) suspend provision of the Exhibitor Entitlements; and/or

(b) refuse the Exhibitor, its contractors, Exhibition Materials and Relevant Persons from access or entry into the Venue, or eject any of the foregoing from the Venue; and/or

(c) require the Exhibitor to dismantle and remove the Exhibition from the Venue and if the Exhibitor does not comply with a direction given under this paragraph (c), We may dismantle and remove the Exhibition and all Exhibition Materials from the Venue and store and retain that property, by way of lien, at the risk and cost of the Exhibitor, until the Exhibitor pays Us Our costs of so doing and any other losses We incur; and/or

(d) recover all actual costs of exercising Our rights under this clause from the Exhibitor, including legal costs and disbursements.

The exercise of any of the foregoing remedies is not Our exclusive remedy and We may exercise any other remedy available to Us under this Agreement or under the law.

16. TERMINATION OF THIS AGREEMENT

16.1 Termination for cause

A party to this Agreement (the “Terminating Party”) may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

(a) the other party is subject to an Insolvency Event;

(b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within fourteen (14) days of the date of a notice by the other party specifying the breach; or

(c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

16.2 Termination for disrepute

We may terminate this Agreement with immediate effect by written notice to the Exhibitor if the Exhibitor commits an act or omission which, in Our reasonable opinion, has materially damaged or is likely to materially damage Our reputation or that of the Host or the Event.

16.3 Termination where clause 5.1(e) applies

If clause 5.1(e) applies and the parties are unable to reach written agreement on a "work-around" as provided in that clause, the Exhibitor may terminate this Agreement by written notice to Us, and the Exhibitor will be provided with a refund of all Exhibition Fees actually received by Us/the Host.

16.4 Sole rights of termination

The rights of termination in this clause 16 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common law rights and remedies of the parties are preserved.

16.5 Consequences of termination

On termination or expiry of this Agreement by either party for any reason:

(a) all Exhibitor Entitlements cease;

(b) excepting only in the case of termination by the Exhibitor under clause 16.1 or under clause 16.3, We may retain all Exhibition Fees received;

(c) the Exhibitor must cease referring to itself as an exhibitor at the Event;

(d) each party must cease making further use of the Intellectual Property of the other party;

(e) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination; and

(f) all rights and obligations of the parties survive such expiry or termination if they are, by express provision or by reasonable implication, intended to so survive.

17. LIMITATION AND EXCLUSIONS OF LIABILITY

17.1 No attempt to contract-out of statutes where prohibited

Nothing in this clause 17 (or in the other provisions of this Agreement) purports to limit to exclude a liability that, by law, cannot be limited or excluded. This clause 17 applies to the extent permissible under the law.

17.2 Limitation of parties' liability

Subject to clauses 17.3, 17.4 and 18:

(a) The total aggregate liability of each party and the liability of its employees, agents and contractors for breach of this Agreement, for negligence or other tort or breach of duty, and for any other cause of action, will not exceed a sum being the equivalent of three time (3x) the total monetary value of the Exhibition Fee; and

(b) the word "*liability*" (in the phrase "total aggregate liability" in paragraph (a)) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise, in any jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements),

provided that this clause 17.2 does not limit the Sponsor's liability under clause 18.

17.3 Our/Host's liability under certain statutes

Where Our/the Host's liability arises under the *Competition and Consumer Act 2010* (Cth) or analogous Fair Trading laws, then to the extent permissible by law, Our liability is limited (at Our option), in aggregate, to supplying the services for Exhibitor Entitlements again, or the cost of supplying them again.

17.4 We/Host have no liability for losses caused by independent third parties

The Exhibitor agree that third parties, including other exhibitors, sponsors, attendees of, and suppliers (including Venue operators) to, the Event, are independent (and are not the employees, agents or partners of Us or the Host) and neither We nor the Host are vicariously or jointly liable to the Exhibitor or any Relevant Person for loss of any kind (including personal injury) to the extent caused by any third party.

18. EXHIBITOR'S BREACH MAY CAUSE US LIABILITY TO THIRD PARTIES

18.1 Losses recoverable by Us

The Exhibitor acknowledges and agrees that: acknowledges and agrees that:

(a) the negligence, other tort, breach of statutory duty, or breach of this Agreement, the Exhibition Manual or of the Venue Rules by the Exhibitor or any Relevant Person may cause us to be in breach of contractual obligations (including indemnities) or other duties or obligations that We or the Host may have to the Venue operator or other third parties, such as other sponsors, exhibitors, or attendees of, or suppliers to, the Event; and

(b) any loss or liability We incur to a Venue operator or any other third party, as a direct or indirect consequence of any negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Exhibitor or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us from the Exhibitor, and is not subject to the limitation of the Exhibitor's liability in clause 17.2

19. INSURANCE

19.1 Exhibitor to hold certain insurances

The Exhibitor must hold (and must ensure that any contractor engaged by the Exhibitor, for the purposes of the Exhibition, holds), for the duration of this Agreement and for six years after the closure of the Event, the following policies of insurance with reputable insurers, namely:

(a) public liability and products liability insurance for an amount not less than the sum of $20,000,000.00;

(b) to the extent that the Exhibitor's public liability and products liability insurance does not provide such cover, insurance for liability arising from the installation and construction works (including third party liability cover) that will be conducted to build the Exhibition and any Exhibition Materials for an amount not less than the sum of $20,000,000.00;

(c) insurance for a prudent and reasonable sum covering liability for breach of this Agreement;

(d) insurance required by law; and

(e) any other insurance specified in the Venue Rules.

When We request and, in all cases, before accessing the Venue and the commencement of the installation or construction of the Exhibition, the Exhibitor must provide Us and/or the Venue operator with certificates of currency of such insurance and such other evidence of insurance as We may request.

20. INTELLECTUAL PROPERTY

20.1 No transfer of Intellectual Property

Nothing in this Agreement constitutes a transfer of any Intellectual Property of a party to the other party. The rights conferred on each party to use the Intellectual Property of the other party rest in contract only. For the avoidance of doubt, all Intellectual Property in works created by a party for the purposes of the Event and the performance of a party's obligations under this Agreement remains the property of the party that created the work.

20.2 Licence of Exhibitor's Intellectual Property to Us

(a) The Exhibitor grants Us a licence (in this clause, the "Licence") to use the Exhibitor's Intellectual Property for the sole purposes of providing the Exhibitor Entitlements and otherwise performing Our obligations and exercising Our rights under this Agreement.

(b) The Licence is:

(i) world-wide;

(ii) non-exclusive;

(iii) transferrable in the case of permitted assignment or novation of this Agreement;

(iv) sub-licensable but only for the purposes of engaging any sub-contractor to assist in promoting, organising, staging and holding the Event or to provide the Exhibitor Entitlements; and

(v) fee-free.

(c) The Exhibitor warrants that Our use of the Exhibitor's Intellectual Property under the Licence will not infringe the Intellectual Property rights or other legal rights of any person.

21. CONFIDENTIAL INFORMATION

21.1 Non-disclosure and restricted copying

Subject to clause 21.2, a party must not disclose any Confidential Information to a third party.

21.2 Exceptions to non-disclosure

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

(a) reasonably necessary to perform its obligations under this Agreement. In Our case, this includes the disclosure of the Exhibitor's Confidential Information to the Host and its contractors;

(b) legally compelled by a court or other authority of competent jurisdiction;

(c) made to a legal adviser, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or

(d) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

22. ANNOUNCEMENTS AND PUBLICATIONS

22.1 Announcements

The parties agree that:

(a) We and the Host may make announcements or publish materials at any time, referring to the Exhibitor, for the reasonable promotion of the Event; and

(b) with the sole exception of the reasonable promotion of the Exhibitor's participation in the Event as an exhibitor, the Exhibitor must not make announcements or publish materials referring to Us, the Host or the Event, without Our prior written approval, which approval will not be unreasonably withheld.

23. HEALTH AND SAFETY

23.1 Exhibitor Responsible for Health and Safety

The Exhibitor acknowledges and agrees that the Exhibitor is responsible for ensuring that the Exhibition and the construction, installation, display and removal of the Exhibition and the Exhibition Materials will not place any person at risk of injury or illness. To the extent that any such work includes or comprises a construction project or building works (and unless the Venue Rules provide to the contrary) the Exhibitor agrees that the Exhibitor is the “principal contractor” and must discharge the duties of a principal contractor for the purposes of all work, health and safety laws and obligations.

24. ASSIGNMENT AND NOVATION

24.1 Parties not to assign etc.

Subject to clause 24,2, a party must not assign or novate this Agreement without the prior written consent of the other party.

24.2 Exceptions

We or the Host may novate or assign this Agreement to any substitute conference organiser or event manager that may be engaged by the Host, on reasonable terms and the Exhibitor must sign and deliver any reasonable agreement for that purpose.

25. NOTICES

13.1 How given

Any notice, approvals, request or demand or other communication ("notice") to be given under this Agreement must be in writing and must be delivered by hand (whether by the party or a courier), sent by ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

Mail or hand delivery: Suite 16, first floor, 24 Cavenagh Street Darwin

Attention: Natalie Bell

Email: natalie@associatedadvertising.com.au

or such other address that We may notify, in writing, from time to time. Notices to the Exhibitor must be sent to the addresses specified in the Exhibitor Application. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

13.2 When served

A notice given:

(a) by hand will be served upon delivery;

(b) by post will be regarded as having been served three (3) days after posting;

(c) by email is served on the day of transmission in the location of the recipient, unless the sender's machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient's address) it will be regarded as having been served on the next business day; and

(d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient's address) after such day. For the purposes of this clause, a "business day" is a day other than a Saturday, Sunday, or public holiday at the recipient's address.

26. GOVERNING LAW AND JURISDICTION

26.1 Northern Territory law and jurisdiction

This Agreement shall be created, performed, interpreted and enforced in accordance with the laws applicable in the Northern Territory, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

27. COVID-19 SAFETY

27.1 Relevant Persons must not attend the Event in certain circumstances

The Exhibitor and a Relevant Person must not attend the Event if diagnosed as having a Transmissible Illness, or is feeling unwell with symptoms that may indicate infection with a Transmissible Illness.

27.2 On entry and while attending

In the interests of safety in connection with Transmissible Illness, at entry to and while attending the Event, the Exhibitor and each Relevant Person must,:

(a) comply with all applicable laws and health directives concerning Transmissible Illness;

(b) comply with all lawful directions and protocols issued by Our staff or staff of a Venue operator; and

report to Event staff any symptoms of Transmissible Illness and comply with all reasonable and lawful directions given by Event staff, including any request to leave the Venue.

28. FURTHER ASSURANCES

28.1 Parties to do all things necessary

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the intent of this Agreement and to the intent of any of the transactions contemplated by this Agreement.

SCHEDULE

Host:

Name: NT Cattlemen's Association

ABN: 87 055 308 786

Address: Unit 16/48 Marina Blvd, Larrakeyah NT 0820