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

SPONSORSHIP 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

The Sponsor identified 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 SPONSOR IDENTIFIED IN THE SPONSORSHIP/EXHIBITION APPLICATION TO WHICH THIS DOCUMENT IS ANNEXED("**Sponsor**")

BACKGROUND:

The Sponsor wishes to sponsor the Event by providing the Sponsorship Contribution in return for the Sponsorship Benefits, on the terms and conditions contained in this Agreement.

OPERATIVE PROVISIONS:

1 INTERPRETATION

1.1 Definitions

Expression	**Meaning**
Agreement	This document, as amended by written agreement from time to time.
Cancellation Deadline	5 pm on the date specified in the Sponsorship Prospectus, being the last date/time on which the Sponsor may cancel the sponsorship and receive a partial refund as provided in clause 10.
Confidential Information	Information pertaining to the subject matter of this Agreement, the Sponsorship Contribution and the Sponsorship Benefits, 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.

Event	The conference or event, if any, identified in the Sponsorship Application.
GST	The tax imposed or assessed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time and associated legislation.
Host	The person, company or organisation that has engaged Us to provide Event-Management Services in connection with the Event, identified 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 the reasonable control of a party, 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).
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 Sponsor, the direct effect of making it unlawful or practically impossible for the Sponsor'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 Sponsorship Benefits or to provide Our Services to the Host.
Relevant Persons	All officers, employees, agents, contractors and guests of the Sponsor.
Schedule	The schedule to this Agreement.
Sponsorship Application	The Sponsor and Exhibition Application Form submitted to Us by the Sponsor
Sponsorship Benefits	The services and benefits to be provided to the Sponsor in exchange for the Sponsorship Contribution under this Agreement, specified in the Sponsorship Prospectus.
Sponsorship Contribution	The sum(s) of money or contribution in-kind that the Sponsor must pay/provide under this Agreement, as specified in the Sponsorship Prospectus.
Sponsorship Prospectus	The document seeking sponsorship for the Event, in response to which the Sponsor has submitted the Sponsorship Application.
Transmissible Illness	Any illness transmissible between humans: (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 Sponsor or any Relevant Person reside or will depart to attend the Event.
Venue Rules	Rules issued by the operator of the Event venue as to the conduct and dress of persons within the venue, the form, content, construction and placement of promotional materials within the venue, access and egress, the use of venue facilities and equipment and any other matter relevant to the sponsorship.

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) 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;

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

(c) A word which suggests one gender includes any gender;

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

(e) 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;

(f) 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;

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

(h) 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;

(i) 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

(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.

2 CAPACITY

2.1 We are an agent for the Host

The Sponsor 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 (including but not limited to any limitation of liability), 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 Sponsor acknowledges and agrees that it enters into this Agreement for itself and as duly authorised agent for all Relevant Persons. The Sponsor 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 SPONSORSHIP PROSPECTUS AND SPONSORSHIP APPLICATION

3.1 This Agreement applies if We accept the Sponsorship Application

This Agreement applies if, and commences when, We have accepted the Sponsorship Application. We may reject the Sponsorship Application for any reason We deem fit, including that any limit on the number of Sponsors of a particular classification or level has been reached. We will notify the Sponsor if We reject the Sponsorship Application for any reason and We will immediately refund any monies paid to Us, in full.

3.2 Sponsor's acknowledgement and warranty re Sponsorship Prospectus and Sponsorship Application

The Sponsor agrees, acknowledges and warrants that:

(a) the Sponsor has received and read the Sponsorship Prospectus thoroughly;

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

(c) the Sponsor is not aware of any fact or circumstance, whether actual or potential, that would cause the Sponsor 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 15.3 (Termination for Disrepute); and

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

4 SPONSORSHIP CONTRIBUTION

4.1 Provision of the Sponsorship Contribution

The Sponsor must provide the Sponsorship Contribution:

(a) in the sum(s) of money and/or contributions in-kind;

(b) by the dates and times or subject to completion of the milestones or prerequisites, if any, specified in the Sponsorship Prospectus and in all cases, where the Sponsorship Contribution is money:

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

(ii) before the commencement of the Event,

whichever is earlier;

(c) in compliance with all applicable laws, industry standards and guidelines; and

(d) in the manner,

specified in the Sponsorship Prospectus.

4.2 Sponsorship Contribution in-kind

If the Sponsorship Contribution consists in whole or in part of the supply of goods or services ("in-kind"), the Sponsor must ensure that:

(a) all goods supplied are new, fit for the purpose for which they are supplied to Us, the Host, Event attendees, participants or other third-parties, as the case may be, and are of acceptable and merchantable quality and must match in type and quality any samples provided by the Sponsor;

(b) all services supplied are of acceptable quality, are supplied diligently, promptly and with reasonable care and are of such quality as befits the Event; and

(c) all goods and services supplied comply with all applicable laws, industry codes and guidelines.

4.3 Sponsorship not exclusive to the Sponsor

Except as expressly specified to the contrary in the Sponsorship Prospectus, neither this Agreement nor the sponsorship are exclusive to the Sponsor in any respect. We may engage other sponsors, exhibitors and advertisers for the Event, including sponsors, exhibitors and advertisers whose products or services may compete with those of the Sponsor.

5 SPONSORSHIP BENEFITS

5.1 Provision of the Sponsorship Benefits

Subject to the Sponsor's compliance with this Agreement, and subject to the completion of any milestones or prerequisites as provided in the Sponsorship Prospectus, the Sponsor is entitled to the Sponsorship Benefits specified in the Sponsorship Prospectus, commensurate with the classification, level or type of sponsorship package selected in the Sponsorship Application.

5.2 Sponsorship Benefits subject to Venue Rules

The Sponsor acknowledges and agrees that:

(a) the Sponsor must at all times comply with the Venue Rules and that provision of the Sponsorship Benefits is subject to the Venue Rules. If We ascertain that any Sponsorship Benefit cannot be provided because of, or are inconsistent with, the Venue Rules, We will consult with the Sponsor and make reasonable endeavours to agree on a "work-around"; and

(b) the operator of each venue has the right, if the Sponsor does not comply with the Venue Rules, to eject the Sponsor, its employees and contractors from the venue and the Sponsor must comply with (and ensure that its employees and contractors comply with) any directions of a venue operator as regards the Sponsor's/their presence at the relevant venue.

6 NO WARRANTY AS TO SUCCESS OF EVENT

6.1 No warranty re success of the Event

The Sponsor acknowledges and agrees that neither We nor the Host makes or has made any binding warranty, promise, representation or prediction concerning:

(a) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services 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 or sales leads that the Sponsor may obtain as a result of the sponsorship.

Any predictions We or the Host may make or have made concerning the Event, its likely attendance, 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 Sponsor acknowledges and agrees that it has not relied and will not rely on such predictions, statistics or information to determine whether to enter into this Agreement.

7 ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS

7.1 Conduct at the Event

At all relevant times the Sponsor must (and must also ensure that Relevant Persons):

(a) comply with the Venue Rules;

(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) participate in any safety inductions or briefing as We, Our Client or the authorised staff of the Venue may direct;

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

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

(m) comply with the COVID-19 and Transmissible Illness protocols set out in clause 25 ; and

(n) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

7.2 If the Event is wholly or partly a "virtual" Event

If the Event is wholly or partly to be conducted by virtual (i.e., online) means:

(a) the provisions in this Agreement that, in practice, can only apply to a “face-to-face” event, do not apply to the virtual or on-line component of the Event; and

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

8 GST

8.1 GST to be paid on taxable supplies

All consideration provided for a supply under this Agreement or referred to in the Sponsorship Prospectus is calculated exclusive of GST unless the contrary is clear. The Sponsor must pay, in addition to the Fee 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. If the Sponsorship Contribution consists of the supply of goods or services in-kind, the parties will apply the Australian Taxation Office's published *Practical Compliance Guideline* and agree that, in accordance with that Guideline, no tax invoices need to be swapped.

9 CANCELLATION OF THE EVENT BY US OR HOST

9.1 Sponsor acknowledgement that the Event may be cancelled

The Sponsor 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.

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

Subject to clause 9.3 and the Sponsor's entitlements to a refund, the Sponsor agrees that neither We nor the Host have any liability to the Sponsor 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 Sponsor 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.

9.3 Consequences of cancellation of Event

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

10 CANCELLATION OF SPONSORSHIP BY SPONSOR

10.1 Cancellation of sponsorship by Sponsor - general

(a) The Sponsor may cancel the sponsorship 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 10.2 applies.

(b) If We receive a Cancellation Notice before the Cancellation Deadline, We will refund 50% of the Sponsorship Contribution, ~~excluding only~~ less merchant fees if ~~You~~Sponsor has~~ve~~ paid by credit card and bank charges if otherwise applicable. If the Sponsor has not paid 50% of the Sponsorship Contribution by the date of the Cancellation Notice, the Sponsor must make payment with the Cancellation Notice. If the Sponsor has already paid more than 50% of the Sponsorship Contribution 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.

10.2 Cancellation of Sponsorship by Sponsor for Intervening Occurrences

If an Intervening Occurrence has a Relevant Effect upon the Sponsor, the Sponsor may, at any time before the commencement of the Event, notify Us by email that the Sponsor wishes to cancel the sponsorship, 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 Sponsor has paid by credit card and bank charges if otherwise applicable.

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

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

The Sponsor 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 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.

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

Subject only to the Sponsor's entitlements to a refund under clause 11.3, the Sponsor agrees that neither We nor the Host have any liability to the Sponsor 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 11.1.

11.3 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 Sponsor 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 Sponsor is responsible for checking for such notifications/alerts prior to the Event.

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

(i) the Sponsor may cancel the sponsorship; and

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

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

12 WARRANTIES BY BOTH PARTIES

12.1 Warranties

Each party warrants that:

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

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

13 SPONSOR TO PROVIDE MATERIALS AND INFORMATION

13.1 Sponsor to provide information in timely manner

The Sponsor must, within the times We may request, and in such form as We require, provide to Us (if the Sponsor has not already done so) all information, banners, images, promotional materials and other documents, works and things which may be required, or that We may reasonably request, to enable the supply of the Sponsorship Benefits. Neither We nor the Host are liable to the Sponsor for any delay in or failure to provide Sponsorship Benefits if the Sponsor does not comply with this clause.

13.2 Sponsor warranties

The Sponsor warrants that all information and materials provided to Us are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics of the Host, of which notice is given to the Sponsor, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

14 SUSPENSION

14.1 Suspension rights

If We or the Host, acting reasonably, consider that the Sponsor (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 Sponsorship Contribution is not paid/provided by the date(s) specified in the Sponsorship Prospectus), or if there is any other reasonable cause, We may suspend any or all of the Sponsorship Benefits until We are satisfied that compliance will resume.

The exercise of this remedy is not Our, or the Host's, exclusive remedy and We may exercise any other remedy available to Us under this Agreement (including, but not limited to, rights to terminate this Agreement) or under the law.

15 TERMINATION OF THIS AGREEMENT

15.1 Termination for cause—general

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 a reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the other party specifying the breach; or

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

15.2 Our additional termination rights

We may terminate this Agreement by written notice to the Sponsor if the Sponsor fails to pay or supply the Sponsorship Contribution, or any part of it, or if the Sponsor fails to pay any other monies payable under this Agreement by the due date for payment or supply.

15.3 Termination for disrepute

We may terminate this Agreement with immediate effect by written notice to the Sponsor if the Sponsor commits (or has committed) any act or omission which, in Our reasonable opinion, may materially damage Our reputation, the reputation of the Host or the reputation of the Event.

15.4 Sole rights of termination

The rights of termination in this clause 15 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.

15.5 Consequences of termination

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

(a) the Sponsor must cease referring to itself as a sponsor of the Event;

(b) We will, to the extent that it is practicable for Us to do so:

(i) cease making subsequent references to the Sponsor as a sponsor of the Event; and

(ii) delete or destroy all information, promotional and other materials in Our possession that contain any such reference;

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

(d) 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.

16 LIMITATION AND EXCLUSIONS OF LIABILITY

16.1 No attempt to contract-out of statutes where prohibited

Nothing in this clause 16 (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 16 applies to the extent permissible under the law.

16.2 Limitation of parties' liability

Subject to clauses 16.3, 16.4 and 17:

(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 Sponsorship Contribution; 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 16.2 does not limit the Sponsor's liability under clause 17.

16.3 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 Sponsorship Benefits again, or the cost of supplying those services or Sponsorship Benefits again.

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

The Sponsor agree that third parties, including other sponsors, exhibitors, or attendees of, or 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 Sponsor or any Relevant Person for loss of any kind (including personal injury) to the extent caused by any third party.

17 SPONSOR'S BREACH MAY CAUSE US LIABILITY TO THIRD PARTIES

17.1 Losses recoverable by Us

The Sponsor acknowledges and agrees that:

(a) the negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by the Sponsor 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 Sponsor or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us from the Sponsor, and is not subject to the limitation of the Sponsor's liability in clause 16.2.

18 INSURANCE

18.1 Sponsor to hold certain insurances

The Sponsor must hold, 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 insurance for an amount not less than the sum of $20,000,000.00;

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

(c) insurance required by law; and

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

When We request and, in all cases, before the commencement of the Event, the Sponsor must provide Us with certificates of currency of such insurance and such other evidence of insurance as We may reasonably request.

19 INTELLECTUAL PROPERTY

19.1 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 a work 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 that work.

19.2 Licence of Sponsor's Intellectual Property to Us

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

(b) The Sponsor warrants that the use of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.

(c) The Licence is:

(i) worldwide;

(ii) non-exclusive;

(iii) non-transferrable, except in the case of permitted assignment or novation of this Agreement;

(iv) sublicensable but only for the purposes of engaging any contractor to assist in promoting, organising, staging and holding the Event or to provide the Sponsorship Benefits; and

(v) fee-free.

20 CONFIDENTIAL INFORMATION

20.1 Non-disclosure and restricted copying

A party must not disclose any Confidential Information to a third party.

20.2 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 Sponsor'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, accountant 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.

21 ANNOUNCEMENTS AND PUBLICATIONS

21.1 We/Host may refer to Sponsor in promotional materials for the Event

The parties agree that:

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

(b) with the sole exception of the reasonable promotion of the Sponsor's participation in the Event as a Sponsor, the Sponsor 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.

22 ASSIGNMENT AND NOVATION

22.1 Parties not to assign etc.

Subject to clause 22,2, a party must not assign or novate this Agreement without the prior written consent of the other party.

22.2 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 Sponsor must sign and deliver any reasonable agreement for that purpose.

23 NOTICES

23.1 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 ordinary or registered mail, or by email. Notices to Us must be sent to the following addresses:

Mail: GPO Box 4475, Darwin, Northern Territory, Australia 0800

Attention: Natalie Bell

Email: natalie@associatedadvertising.com.au

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

the notice.

23.2 When served

A notice given:

(a) by post will be regarded as having been served five (5) days after posting;

(b) 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

(c) 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.

24 GOVERNING LAW AND JURISDICTION

24.1 Northern Territory law and jurisdiction

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

25 COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES – SAFETY

25.1 Relevant Persons must not attend the Event in certain circumstances

The Sponsor 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.

25.2 On entry and while attending

In the interests of safety in connection with Transmissible Illness, at entry to and while attending the Event, the Sponsor 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

(c) 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.

26 FURTHER ASSURANCES

26.1 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