

EBOS Medical Technology Division-Sponsored Healthcare Professional Training, Education and Demonstration Experience (EdEX)

We refer to your interest in your selected EBOS Medical Technology Division-Sponsored Healthcare Professional Training, Education and Demonstration Experience (**Event**) and your request for sponsorship from LifeHealthcare Distribution Pty Limited (ABN 30 117 449 911), LifeHealthcare Limited (NZCN 1929585) and their respective subsidiaries (**EMT**).

As a Medical Technology Association of Australia and New Zealand (**MTAA/MTANZ**) member, EMT is committed to the improvement of patients' lives through ethical business practices and socially responsible industry conduct when interacting with healthcare professionals in the advancement of medical science and, in particular the impact of high quality, effective and innovated medical technologies make in achieving these goals.

These terms and conditions formalise and documents our arrangement with you and sets out the nature of the Event sponsorship and the services to be provide by or on behalf of EMT Division.

1. Parties acknowledge travel, lodging and hospitality costs are incurred by each Party. EMT may, in its absolute discretion, pay for the Event costs which may include Healthcare Practitioner's Consultancy fees related to the Event, as well as reasonable and modest travel, lodging, hospitality costs incurred by you.
2. EMT reserves the right to decline reimbursement of expenses that are not reasonable and modest or otherwise not aligned with the above criteria.
3. Any side trips or personal activities during this time are not permitted and would be considered a breach of the MTAA/MTANZ Code of Practice and are therefore not supported by EMT.
4. Where the Event is a third-party educational conference (**Third-Party Event**), and there is an LHC-sponsored training and education or medical technology, device, product or service demonstration Event adjacent to the Third-Party Event:
 - (a) LHC will not pay for any travel, hospitality or accommodation expenses related to your attendance to the Third-Party Event;
 - (b) all costs related to the Third-Party Event, including travel to and from your originating location to the Third-Party Event will be at your own cost;
 - (c) LHC may, subject to its absolute discretion, pay for the travel to and from the Third-Party Event to the LHC-sponsored training and education or medical technology, device, product or service demonstration Event, but not to and from your originating location.
5. If the Event requires Hands-On Training or Demonstration (practical training in a procedure or in the use of a medical technology, device, product or service):
 - (a) it must be held at a training facility, medical institution, laboratory, or other appropriate facility; and
 - (b) you warrant that the training staff have the proper qualifications and expertise to conduct such training.
6. You agree and warrant to make all necessary disclosures to any relevant Professional Association or Institutions.
7. EMT is not the operator of the facility where the Event is to be held. Participation of the Event is at your own risk and activities at the facility are subject to the facility's terms and conditions. EMT accept no liability in respect of any loss, damage, injury or death arising from your attendance at the Event.

8. This clause applies notwithstanding any other clause to the contrary in this Letter of Agreement and prevails over any other term of this Letter of Agreement to the extent of any inconsistency. For the purpose of this clause, **Force Majeure Event** includes acts of God, epidemic, pandemic, disease or public health alert, hostilities, war (declared or undeclared), act of terrorism or other threatened acts of violence, hijack, blockade, national strikes, riots, civil commotion or disturbance, a governmental restraint, a court order, an act or omission of a government agency, fire, flood, storm, cyclone or earthquakes.
- (a) If a party is affected by a Force Majeure Event, the affected party must notify the other party within a reasonable time of the Force Majeure Event occurring, providing details of the Force Majeure Event and (to the extent reasonably ascertainable) the obligations from which the affected party is being prevented from discharging.
 - (b) If a Force Majeure Event prevents or delays the Event or from fulfilling either Party's obligations, then:
 - (i) EMT shall not be liable for any loss, damage or expense, including but not limited to, loss of income; costs associated with any accommodation, travel, hospitality, or health care; costs of any licences, visas or any required government or authority documentation; etc;
 - (ii) EMT may postpone the date of the Event to a time and date suitable to EMT and the timeframe in which EMT is required to perform its obligations is extended accordingly and EMT shall not be liable for any delay or default in performance of its obligations otherwise resulting from the Force Majeure Event;
 - (iii) EMT may at its election cancel this Letter of Agreement and EMT shall not be liable for any costs, expense, damage, liability or loss suffered or incurred by you arising from or in connection with such termination;
 - (iv) should you continue to perform this Letter of Agreement, such attendance and discharge will be at your own sole risk; and
 - (v) each Party must take all reasonable steps to minimise the impact of any Force Majeure Event on its obligations under this Letter of Agreement.
9. In no way does participation in EMT's Sponsorship create any expectation or impose any requirement on you to purchase or cause to be purchased any of EMT's medical technologies, devices, products or services associated with the training.

10. EMT accepts no liability for any claims, costs, demands, expenses or penalties for or in respect of any injury (including personal injury or death) or loss of, or damage to, any property that may be suffered by you, the facility or any third party arising out of or as a consequence of your participation in the Event, including any negligent, unlawful acts or omissions by you, facility, or any third party.
11. Notwithstanding any other provision of this Letter of Agreement, to the fullest extent permitted by law, in no circumstances shall EMT be liable to you under, common law, tort, equity, under statute or in restitution for any indirect or consequential losses arising out of the participation of the Event.
12. This Letter of Agreement shall be governed by and interpreted under the laws in force in the state of New South Wales, Australia.

Unless indicated otherwise, capitalised terms used in this Agreement have the meaning set out in the MTAA Code of Practice.