

This is annexure "A" to the Sponsorship Booking Request completed and submitted by the Sponsor

SPONSORSHIP AGREEMENT

PARTIES:

Absolute Events & Marketing Pty Ltd as Trustee for the Harris Trust (ABN 11 608 378 816) ("We", "Us", "Our")

as agent for and on behalf of Mine Electrical Safety Conference Pty Ltd ATF The Mine Electrical Safety Conference (39 624 467 108) (the "Host")

and

The Sponsor identified in the Application submitted to Us or the Host ("You", "Your")

BACKGROUND:

We have been engaged by the Host to assist it to conduct the Event.

You wish to sponsor the Event by providing the Sponsorship Contribution in return for the Sponsorship Benefits, on the terms and conditions contained in this Agreement. You have completed and submitted an Application to Us for that purpose.

OPERATIVE PROVISIONS:

1.1 INTERPRETATION

Definitions

Expression	Meaning
Agreement	This document, as amended by written agreement from time to time.
Application	The form applying to become a sponsor of the Event that You have completed and submitted to Us or the Host.
Cancellation Deadline	5 pm on the date specified in the Sponsorship Prospectus or in the Application, being the last date/time on which You may cancel Your 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 Prospectus or in the Application.
Event Website	The website and/or portal on which the Event is promoted and at which the Prospectus and the Application may be located.
GST	The tax imposed or assessed by the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), as amended from time to time and associated legislation.
Host	The person, company or organisation that has engaged Us to provide Our services in connection with the Event, being the entity identified in the Sponsorship Application and on the first page of this Agreement.
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) the direct effect of making it unlawful or practically impossible for any of Your staff to attend the

	Event.
Relevant Persons	All of Your officers, employees, agents, contractors and guests who register for, or attend, the Event.
1. Sponsorship Benefits	The services and benefits to be provided to You in exchange for the Sponsorship Contribution under this Agreement, as specified in the Sponsorship Prospectus.
2. Sponsorship Contribution	3. The sum(s) of money or contribution in-kind that You 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 You have submitted the 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 lawfully enforceable 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 You 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.

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:
 - (a) a party to this Agreement or to any other document or agreement includes a successor, permitted substitute or a permitted assign of that party;
 - (b) 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;
- (c) conduct includes any omission, representation, statement or undertaking, whether or not in writing;
 - (d) anything (including a right, obligation or concept) includes each part of it; and
 - (e) 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.

1.2 CAPACITY

We are an agent for the Host

You acknowledge and agree 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.

Relevant Persons

You acknowledge and agree that You enter into this Agreement for Yourself and as duly authorised agent for all Relevant Persons. You warrant that You have provided a copy of this Agreement to all Relevant Persons. If you are a Relevant Person, you agree to comply with this Agreement.

1.3 SPONSORSHIP PROSPECTUS AND APPLICATION

This Agreement applies if We accept Your Application

This Agreement applies if, and commences when, You have accepted it and We have accepted Your Application. We may reject Your Application for any reason We deem fit, including that:

- (1) any limit on the number of sponsors of a particular classification or level has been reached;
- (2) We or the Host consider that You, Your business, products or services are not suitable to be a sponsor of the Event; or
- (3) Your conduct, or that of Relevant Persons, at previous events was in breach of the applicable sponsorship, exhibitor or delegate agreement, as the case may be, or was disruptive, offensive or inappropriate.

We will notify You if We reject Your Application and We will immediately refund any monies paid to Us, in full.

Your warranty re Sponsorship Prospectus and Application

You warrant that:

- (1) You have received and read the Sponsorship Prospectus thoroughly;
- (2) the information You have provided in the Application is true and correct;
- (3) You are not aware of any fact or circumstance, whether actual or potential, that would cause You or any Relevant Person 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
- (4) the individual who accepts these terms and conditions (details of whom are set out in the Application) does so on Your behalf and You warrant that that individual is duly authorised to do so.

1.4 SPONSORSHIP CONTRIBUTION

Provision of the Sponsorship Contribution

You 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:

- (a) within 14 days of the date of a tax invoice submitted by the Host or Us to You; or
- (b) 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, and/or Application.

Sponsorship Contribution in-kind

If the Sponsorship Contribution consists in whole or in part of the supply of goods or services ("in-kind"), You 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 You;
- (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.

Sponsorship not exclusive to You

Except as expressly specified to the contrary in the Sponsorship Prospectus, neither this Agreement nor the sponsorship are exclusive to You 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 Yours.

1.5 SPONSORSHIP BENEFITS

Provision of the Sponsorship Benefits

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

Sponsorship Benefits subject to Venue Rules

You acknowledge and agree that:

- (1) You 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 You and make reasonable endeavours to agree on a "work-around". If both parties, acting reasonably, are unable to reach

agreement on a "work-around", You may cancel Your sponsorship and You will receive a refund of all monies paid; and

- (2) the operator of each venue has the right, if You or any Relevant Person does not comply with the Venue Rules, to eject You and Relevant Persons from the venue and You must comply with (and ensure that Relevant Persons comply with) any directions of a venue operator as regards Your/their presence at the relevant venue.

1.6 NO WARRANTY AS TO SUCCESS OF EVENT

No warranty re success of the Event

You acknowledge and agree that neither We nor the Host makes or has made any binding warranty, promise, representation or prediction concerning:

- (1) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services at the Event;
- (2) the number of persons who shall attend the Event, their seniority or status, or the nature of the businesses they may represent; and/or
- (3) the number or value of sales or sales leads that You 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. You acknowledge and agree that You have not relied (and will not rely) on such predictions, statistics or information to determine whether to enter into this Agreement.

1.7 ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS

(a) Conduct at the Event

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

- (1) comply with the Venue Rules;
- (2) conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- (3) be attired in a manner that is appropriate to the Event and that will not cause offence to any person;
- (4) wear and display identification badges or lanyards provided;
- (5) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (6) if You or Relevant Persons consume alcohol, such consumption is reasonable and responsible, and not so as to cause intoxication;
- (7) not carry, consume or supply unlawful drugs;
- (8) observe "no-smoking" signs and directions;
- (9) not place the safety and health of any person(s) at the Event at risk;

- (10) participate in any safety inductions or briefing as We, Our Client or the authorised staff of the Venue may direct;
- (11) not cause personal injury to, or defame, any person or damage the property of any person;
- (12) 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;
- (13) not place Your products or promotional materials anywhere other than in the places We designate or direct. Without limiting the foregoing, You must not place such things at, within or on the stands, booths, tables or other installations of other sponsors or exhibitors;
- (14) comply with the COVID-19 and Transmissible Illness protocols set out in clause 25 ; and
- (15) comply promptly with Our reasonable and lawful directions and those of the authorised staff of the Host, its contractor and of the relevant venues.

(b) 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:

- (16) 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
- (17) You and Relevant Persons must comply with the rules of participation posted to the relevant online platform or website, as the case may be.

1.8 GST

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. You 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.

1.9 CANCELLATION OF THE EVENT BY US OR HOST

(c) You acknowledge that the Event may be cancelled

You acknowledge and agree that the Event may be cancelled at any time by Us or the Host for any reason.

(d) We/Host are not liable if the Event is cancelled

Subject to clause 9.3 and Your entitlements to a refund, You agree that neither We nor the Host have any liability to You 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 You 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.

(e) Consequences of cancellation of Event

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

1.10 CANCELLATION OF SPONSORSHIP BY YOU

(a) Cancellation of Your sponsorship by You - general

- (a) You 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. If You have not paid 50% of the Sponsorship Contribution by the date of the Cancellation Notice, You must make payment with the Cancellation Notice. If You have 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.

(b) Cancellation of Sponsorship by You for Intervening Occurrences

If an Intervening Occurrence has a Relevant Effect upon You, You may, at any time before the commencement of the Event, notify Us by email that You wish 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 50% of sponsorship value (including GST), to cover administration costs.

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

(c) The Event may be postponed, moved or converted, etc

You acknowledge and agree that, from time to time and for any reason:

- (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.

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

Subject only to Your entitlements to a refund under clause 11.3, You agree that neither We nor the Host have any liability to You 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.

(e) Consequences of substantial or material variation to the Event

- (a) If the Event is postponed, moved to a primary venue in a different city, or town, or 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 notify You (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. You are responsible for checking for such notifications/alerts prior to the Event.
- (b) If You notify Us by email within 14 days of Our Material Change Notice, or before the commencement date of the Event, whichever is earlier:
- (i) You may cancel Your sponsorship; and
 - (ii) We will refund all monies received from You.
- (c) **Important Note:** If You do not notify Us of such cancellation within the aforementioned time, You are deemed to have accepted the variation.

1.11 WARRANTIES BY BOTH PARTIES

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.

1.12 YOU MUST PROVIDE MATERIALS AND INFORMATION

You must provide information in timely manner

You must, within the times We may request, and in such form as We require, provide to Us (if You have 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 You for any delay in or failure to provide Sponsorship Benefits if You do not comply with this clause.

Your warranties

You warrant that all information and materials provided to Us, or to the Host 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 You, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

1.13 SUSPENSION

Suspension rights

If We or the Host, acting reasonably, consider that You (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 Event Website or the Sponsorship Prospectus), or if there is any other reasonable cause, We may:

- (a) suspend any or all of the Sponsorship Benefits; or
- (b) eject You or Relevant Persons from the Event/venue,

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 otherwise under the law.

1.14 TERMINATION OF THIS AGREEMENT

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 term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

Our additional termination right for non-payment

In addition to Our rights of termination under the preceding clause, We may terminate this Agreement by written notice to You if You fail to pay or supply the Sponsorship Contribution, or any part of it, or if You fail to pay any other monies payable under this Agreement by the due date for payment or supply. Time is of the essence as regards payment of the Sponsorship Contribution.

Termination for disrepute

In addition to Our rights of termination under the preceding clauses, We may terminate this Agreement with immediate effect by written notice to You if You or any Relevant Person 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.

Sole rights of termination

The rights of termination in this clause 15 and otherwise expressly set out in this Agreement are the parties' sole rights to terminate this Agreement.

Consequences of termination

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

- (a) You must cease referring to Yourself as a sponsor of the Event;
- (b) We will, to the extent that it is practicable for Us to do so:
 - (a) cease making subsequent references to You as a sponsor of the Event; and
 - (b) 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.

1.15 LIMITATION AND EXCLUSIONS OF LIABILITY

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.

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 times (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 Your liability under clause 17.

Our/Host's liability under certain statutes

Where Our/the Host's liability to You or a Relevant Person 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) to supplying the Sponsorship Benefits again, or the cost of supplying those services or Sponsorship Benefits again.

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

You 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 You or any Relevant Person for loss of any kind (including personal injury) to the extent caused by any third party.

1.16 YOUR BREACH MAY CAUSE US LIABILITY TO THIRD PARTIES

Additional losses recoverable by Us

You acknowledge and agree that:

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

1.17 INSURANCE

You must hold certain insurances

You 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, You must provide Us with certificates of currency of such insurance and such other evidence of insurance as We may reasonably request.

1.18 INTELLECTUAL PROPERTY

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.

Licence of Your Intellectual Property to Us

- (a) You grant to Us a licence (in this clause, the "Licence") to use Your Intellectual Property for the sole purposes of providing the Sponsorship Benefits and otherwise performing Our obligations and exercising Our rights under this Agreement.
- (b) You warrant that the use of Your Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.
- (c) The Licence is:
 - (a) worldwide;
 - (b) non-exclusive;
 - (c) non-transferrable, except in the case of permitted assignment or novation of this Agreement;
 - (d) 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
 - (e) fee-free.

1.19 CONFIDENTIAL INFORMATION

Non-disclosure and restricted copying

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

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 Your Confidential Information to the Host and its and Our contractors;
- (b) legally compelled by a court or other authority of competent jurisdiction;
- (c) made to a legal adviser, 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.

1.20 ANNOUNCEMENTS AND PUBLICATIONS

We/Host may refer to You 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 You, for the reasonable promotion of the Event; and
- (b) with the sole exception of the reasonable promotion of Your participation in the Event as a sponsor, You 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.

1.21 ASSIGNMENT AND NOVATION

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.

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 You must sign and deliver any reasonable agreement for that purpose.

1.22 NOTICES

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 in the manner provided in this Agreement and if not expressly stipulated, 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: *PO Box 584, Coorparoo Qld 4151*

Attention: *Susan Harris, Managing Director*

Email: *mesconference@absoluteevents.com.au*

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

4. 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

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.

1.23 GOVERNING LAW AND JURISDICTION

QLD law and jurisdiction

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

1.24 COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES – SAFETY

Relevant Persons must not attend the Event in certain circumstances

You 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.

On entry and while attending

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

- (d) comply with all applicable laws and health directives concerning Transmissible Illness;
- (e) comply with all lawful directions and protocols issued by Our staff or staff of a Venue operator; and
- (f) 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.

**SPONSOR ACCEPTS THESE TERMS AND
CONDITIONS ON ITS OWN BEHALF AND ON
BEHALF OF ALL RELEVANT PERSONS**

*******End of Agreement*******