



Sponsorship and Exhibition Agreement



MCI Australia
ABN 76 108 781 988

wearemci.com/en-au

SPONSORSHIP AND EXHIBITION AGREEMENT

DATED:

PARTIES:

MCI AUSTRALIA PTY LIMITED ABN 76 108 781 988 (“We”, “Us”, “Our”)

and

THE PARTICIPANT (SPONSOR AND EXHIBITOR) IDENTIFIED IN THE SCHEDULE (“You”, “Your”)

BACKGROUND:

- A. We have been engaged by the Host to provide event-management services in respect of the Event on the basis that:
 - i. MCI will contract with the Venue operator, other suppliers, exhibitors and sponsors as a principal, ie, in its own name; and
 - ii. MCI will receive and manage revenues generated by the Event, including but not limited to sponsorship and exhibition revenues.
- B. You have submitted an Application to Us, indicating Your wish to participate as a sponsor and exhibitor at the Event 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.
Application	Your application to participate as a sponsor and exhibitor at the Event, submitted by You to Us.
Cancellation Fee	The Fee specified in the Prospectus and payable to Us (or that We may retain) if, because of an Intervening Occurrence: <ol style="list-style-type: none">A. We or the Host cancel the Event under clause 10; orB. You cancel Your sponsorship and Exhibition under clause 11 or clause 12, being a fee that recognises a reasonable sharing of risk between the parties in connection with the possibility of such cancellations being caused by Intervening Occurrences.



Confidential Information	Confidential information pertaining to a party, or to the subject matter of this Agreement, the Event, the Fee and Participation Benefits, but does not include information that is widely available or in the public domain.
Event	The conference or event identified in the Event Website, the Prospectus and/or the Application.
Event Website	The website(s) on which the Event is promoted and at which the Prospectus and Application may be located.
Exhibition	Your exhibition stand or presence at the Event, including, where the context permits, Exhibition Materials.
Exhibition Manual	The document, if any, published or provided to You at any time prior to the Event, setting out rules and logistical requirements for Your Exhibition and other related matters.
Exhibition Materials	All things and materials that You and/or Your contractors bring onto Venue premises for the purposes of Your Exhibition and/or its installation.
Fee	The sum(s) of money that You must pay under this Agreement for the Participation Benefits, as specified in the Prospectus, and/or the 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(s), 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 trade marks (whether registered or unregistered) and copyright.
Intervening Occurrence	Circumstances beyond Your 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).
Participation Benefits	The package of services and benefits to be provided to You under this Agreement, as specified in the Prospectus and selected by You in the Application.
Prospectus	The document seeking applications for sponsors and exhibitors for the Event, in response to which You have submitted Your Application.
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 You to attend the Event or to deploy Your personnel to Your Exhibition.



Relevant Persons	All of Your officers, employees, agents, contractors and guests, who attend the Event, or any Venue.
Transmissible Illness	In connection with an Intervening Occurrence, any transmissible illness, that is both: <ul style="list-style-type: none"> 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, prohibitions against travel or face-to-face or personal contact have been issued, either at the Venue, 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	Any venue, facility or place at which the Event, or any component of it (including the social program), occurs, or at which a Relevant Person may be present. 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, the form, content, construction and placement of Your Exhibition and Exhibition Materials within the Venue, access and egress, the use of Venue facilities and equipment and any other matter relevant to Your participation as a sponsor or exhibitor, or the attendance of Relevant Persons.

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 and a word which suggests one gender includes any gender;
- C. If a word is defined, another part of speech has a corresponding meaning;
- D. 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. 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;
- E. A reference to dollars or \$ is to Australian currency unless otherwise specified;
- F. Interpretation of any covenant, clause or word in this Agreement shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same.



- G. This Agreement constitutes the entire agreement between the parties concerning its subject matter and no discussion or correspondence referring to that subject matter shall be binding unless expressly incorporated by reference in this document.
- H. 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. YOU ENTER INTO THIS AGREEMENT FOR YOURSELF AND RELEVANT PERSONS

2.1 Capacity vis a vis Relevant Persons

You acknowledge and agree that You enter into this Agreement for Yourself and as duly authorised agent, on behalf of all Relevant Persons.

2.2 Compliance by Relevant Persons

You must ensure, and procure that, that all Relevant Persons comply with this Agreement in all respects. Where the context permits, an obligation to which You are bound is also binding on all Relevant Persons.

3. APPLICATION OF THIS AGREEMENT; PROSPECTUS AND APPLICATION

3.1 Application of this Agreement

The provisions of this Agreement apply to You in Your capacity as a sponsor of and exhibitor at, the Event, and supersede all other communications except to the extent expressly provided in this document.

3.2 This Agreement commences if We accept Your Application

This Agreement applies if, and commences when, We accept Your Application, sign this Agreement and provide a copy to You. We may reject an Application for any reason We deem fit, including that any selected sponsorship and exhibition package has been sold out or that We consider that You are inappropriate to participate as a sponsor or exhibitor at the Event. If We do not accept Your Application, We will notify You, but We are not obliged to give reasons.

3.3 Prospectus and Application

You warrant and agree that:

- A. You have received and read the Prospectus thoroughly and that all information provided in the Application is true and correct;
- B. You are not aware of any fact or circumstance, whether actual or potential, that would cause You to breach this Agreement, or that may entitle Us to terminate it, including for breach of clause 15.2(b) (termination for disrepute); and
- C. the individual who accepts these terms and conditions is duly authorised to do so.

4. FEE

4.1 Payment of Fee

You must pay the Fee (including any separate components for participation as a sponsor and exhibitor):

- A. as to the sum(s) of money;



- B. by the dates and times or subject to completion of the milestones, if any, and if not so specified, no later than 14 days after the date of Our invoice, or before the Event, whichever is sooner; and
- C. in the manner,

specified in the Prospectus, the Application and/or the Event Website, as the case may be.

4.2 GST to be paid on taxable supplies

All consideration provided for a supply under this Agreement is calculated exclusive of GST unless the contrary is clear. You agree that You must pay GST, at the prevailing rate, on the Fee.

5. PARTICIPATION BENEFITS

5.1 Provision of Participation Benefits

Subject to Your compliance with this Agreement in full, and subject to the completion of any conditions or prerequisites specified in the Prospectus, You are entitled to receive the Participation, Benefits specified in the Prospectus, the Application and/or the Event Website, commensurate with the classification, level or type of sponsorship and exhibition package selected by You.

5.2 Participation Benefits not exclusive to You

Except as expressly specified to the contrary in the Prospectus, the Application and/or the Event Website, neither this Agreement nor the Participation Benefits are exclusive to You in any respect.

6. NO WARRANTY AS TO SUCCESS, ETC, OF EVENT

6.1 No warranty re success of the Event

You acknowledge and agree that neither We nor the Host make, and have not made, any binding warranty, promise, representation or prediction concerning:

- A. the number and types of the businesses, products or services that will participate as sponsors or exhibitors at the Event or promote their products or services at the Event;
- B. the number of persons who will 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 You may obtain as a result of Your participation as a sponsor and exhibitor.

Any predictions We or the Host may make or have made concerning the Event, its likely attendance, or information or statistics that We may be or have been provided concerning previous events, are/were provided in good faith, but they are not binding upon Us or the Host and You warrant that You have not relied and will not rely on them.

7. ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS

7.1 Conduct at the Event

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

- A. comply with all Venue Rules, as provided in clause 8;
- B. conduct Yourself in a reasonable, respectful, considerate and lawful manner;
- C. are attired in a manner that is appropriate to the Event and that will not cause offence to any person;
- D. 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, the Host or the authorised staff of a 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, attendees and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;
- M. comply with the Transmissible Illness protocols set out in clause 9; and
- N. comply promptly with Our reasonable and lawful directions, those of Our contractors and those of Venue operators.

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

8. VENUE RULES

8.1 You must comply with the Venue Rules

- A. We may notify You of applicable Venue Rules at any time and by any means, including by setting them out in, or attaching them to, the Exhibition Manual (if any), or displaying them on the Event Website.
- B. You must at all times comply with all Venue Rules and all directions issued by Us and staff of each Venue operator.
- C. You warrant that You have accessed and have thoroughly acquainted Yourself and all Relevant Persons with applicable Venue Rules and, where necessary or appropriate, have given a copy of the Venue Rules to Relevant Persons.
- D. We and each Venue operator have the right, if You do not comply with the Venue Rules, to eject You and Relevant Persons from the Venue.

9. COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES – SAFETY

9.1 You and Relevant Persons must not attend the Event in certain circumstances

You, and A Relevant Person, must not attend the Event if You/he/she has been diagnosed as having a Transmissible Illness, or are/is feeling unwell with symptoms that may indicate infection with a Transmissible Illness.

9.2 On entry and while attending

At entry to and while attending the Event, You must ensure and procure that each Relevant Person:

- A. complies with all applicable laws and health directives concerning Transmissible Illness;
- B. complies with all directions given by Our staff or staff of a Venue operator, and with all protocols and procedures notified to You for safety in connection with Transmissible Illness; and



- C. reports to Our staff any symptoms of Transmissible Illness and follows all reasonable directions given by Event staff. If requested to leave the Venue, he/she must comply with that request.

10. CANCELLATION OF THE EVENT BY US OR HOST

10.1 Your acknowledgement that the Event may be cancelled

You acknowledge and agree 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.

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

Subject to clause 10.3, You agree that neither We nor the Host have any liability to You or any Relevant Person for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever, including but not limited to travel and accommodation costs.

10.3 Consequences of cancellation of Event

Where the Event is cancelled, We will notify You of such cancellation by email and if such cancellation is:

- A. for any reason other than Intervening Occurrences, We will refund all monies received from You; or
- B. because of an Intervening Occurrence, We will refund all monies received from You after deducting and retaining the Cancellation Fee, including GST.

11. CANCELLATION OF PARTICIPATION BY YOU FOR INTERVENING OCCURRENCES

11.1 Cancellation of participation by You

- A. You may not cancel Your participation as a sponsor or exhibitor other than as permitted by, and subject to, clause 11.1(b), or clause 12.
- B. 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 Your participation as a sponsor and exhibitor, giving particulars of the Intervening Occurrence and the Relevant Effects. Upon receipt of a cancellation notice under this clause, We will consider it in good faith and if, acting reasonably, We accept the particulars given, We will refund all monies We have received under this Agreement, less the Cancellation Fee, including GST.

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

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

You acknowledge and agree 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.



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

Subject to clause 12.3, 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 set out in clause 12.1

12.3 Consequences of postponement, moved to another place/Venue or conversion

If (and only if) the Event is postponed, moved to a different city, town or primary Venue, or is converted to a fully on-line or "virtual" event:

- A. We will give You notice (by email) of the relevant variation(s) (in this clause, a "Variation Notice"). In all other cases, details of material changes will be posted to the Event Website. You are responsible for checking for such notifications/alerts prior to the Event; and
- B. provided that You notify Us within 14 days of Our Variation Notice, or before the commencement date of the Event, whichever is earlier:
 - i. You may cancel Your participation as a sponsor and exhibitor; and
 - ii. if the Event is postponed, moved to a different city, town or primary Venue, or is converted to a fully on-line or "virtual" event:
 - A. because of an Intervening Occurrence, a full refund of monies received from You will be provided within 60 days after the end of the Event, after deducting and retaining the Cancellation Fee, including GST; or
 - B. for any other reason, a full refund of monies received from You will be provided within 60 days after the end of the Event.

13. YOU MUST PROVIDE MATERIALS AND INFORMATION

13.1 You must provide information and materials in a timely manner

You must, within the times We or a Venue operator may request, and in such form as We require, provide to Us 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 Participation Benefits applicable to Your participation as a sponsor and exhibitor. We are not liable to You for any delay in or failure to provide Participation Benefits if You do not comply promptly with this clause

13.2 Access, removal and timely construction of Exhibition

You agree that:

- A. You, and any contractor You engage, must access the Venue at such times and dates as are set out in the Exhibition Manual (if any), or as We may otherwise notify, to bring Exhibition Materials into a Venue and construct Your Exhibition. You must ensure that the Exhibition is installed, without damage to the Venue or any other property, in accordance with the Exhibition Manual (if any) and is completed and ready for the Event by the time and date set out in the Exhibition Manual or as We may otherwise notify; and
- B. on conclusion or cancellation of the Event, or on termination of this Agreement, You must ensure that Your Exhibition is dismantled without damage to the Venue or any other property and that it, all Exhibition Materials and other property and all rubbish is removed from each Venue, by the date and time set out in the Exhibition Manual, or as We may otherwise notify.

13.3 Exhibition and Exhibition Materials are at Your risk

Your Exhibition and all Exhibition Materials are at Your sole risk. We are not liable for any loss of or damage to the Exhibition, the Exhibition Materials or any of Your other property, or of any Relevant Person, howsoever caused.



13.4 Your warranties re Exhibition Materials

You warrant and agree that:

- A. Your Exhibition complies with the Exhibition Manual and does not and will not breach the Venue Rules; and
- B. the Exhibition and the Exhibition Materials:
 - i. 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. will not damage the Venue or the property of any other exhibitor, sponsor, supplier or other person attending the Event;
 - iii. are not and will not be considered offensive to a reasonable person, or otherwise inappropriate for display at the Event, and will not damage Our reputation, or that of the Event, the Venue, or any other participant in the Event;
 - iv. comply with all applicable laws and any applicable code of conduct;
 - v. do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;
 - vi. are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind; and
 - vii. are not and will not be derogatory or defamatory of any person, organisation or product of any kind.

13.5 Your warranties re information and materials provided

You warrant that all information and materials provided to Us in connection with Your participation as a sponsor and exhibitor are accurate, not misleading or deceptive, comply with all applicable laws and any applicable code of conduct or ethics, and that they do not defame any person or infringe the Intellectual Property or other legal rights of any person.

13.6 We may refer to You in promotional materials for the Event

We may, on the Event Website or on Our website, in social media and in any other materials published in any medium for promotion of the Event, announce and refer to You as a sponsor of, and exhibitor at, the Event, and reproduce and publish the information and materials provided under this clause 13.

14. SUSPENSION AND EJECTION

14.1 Suspension and ejection rights

If We, acting reasonably, consider that You (including by the actions or omissions of any Relevant Person) are in breach of this Agreement in any respect (including if any part of the Fee is not paid when due, or if there is any other reasonable cause:

- A. We may suspend any or all of Your Participation Benefits until We are satisfied that compliance will resume; and/or
- B. We may, without liability to You or any Relevant Person, eject You and any or all Relevant Persons from the Event and Venue and/or refuse entry to the Event or any part of the Event and Venue,

and the exercise of this remedy is not Our exclusive remedy.

15. TERMINATION OF THIS AGREEMENT

15.1 Termination for cause—general

Either 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. this Agreement expressly permits;
- B. the other party is subject to an Insolvency Event;
- C. 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 14 days, or such lesser reasonable period, given the proximity of the breach to the Event date(s) after receipt of a notice by the Terminating Party specifying the breach; or
- D. the other party commits a material breach of any term or warranty of this Agreement which is not capable of rectification by the commencement of the Event, in the reasonable opinion of the Terminating Party.

15.2 Our additional termination rights

We may terminate this Agreement by written notice to You if:

- A. You fail to pay the Fee, or any part of it, by the due date for payment; and/or
- B. You commit (or have committed) any act or omission which, in Our reasonable opinion, may cause disrepute or materially damage Our reputation, the reputation of the Host, or that of the Event.

15.3 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, except as otherwise expressly excluded or limited under this Agreement.

15.4 Other 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, and exhibitor at, the Event;
- B. We will, to the extent that it is practicable for Us to do so:
 - i. cease making subsequent references to You as a sponsor of, and exhibitor at the Event; and
 - ii. return, delete or destroy all information, promotional and other materials in Our possession that contain any such reference;
- C. You must immediately remove all Exhibition Materials from each Venue; and
- D. You must not publish any derogatory statement about Us, the Host, the Venue or its operator, or the Event.

16. LIMITATION AND EXCLUSION 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 Our liability

Subject to clause 16.3:

- A. Our total aggregate liability and the liability of Our employees, agents and contractors, to You and any Relevant Person, for breach of this Agreement, for negligence or other tort and any other cause of action, will not exceed a sum being the equivalent of the total monetary value of the Fee;
- 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, wherever such liability arose and for any loss (including personal injury), damage or expense (including legal costs and disbursements); and



- C. where Our 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 Participation Benefits again, or the cost of supplying those services or Participation Benefits again.

16.3 Exclusion of certain liabilities

We are not liable to You or any Relevant Person, for:

- A. travel and accommodation costs;
- B. damage to Your sponsorship materials, Your Exhibition or Exhibition Materials;
- C. loss of profit, loss of savings, loss of opportunity, damage to reputation and/or indirect or consequential loss; and
- D. any Relevant Person contracting a Transmissible Illness at the Event, except to the extent that our failure to comply with applicable laws in connection with the conduct of the Event, causes that.

16.4 We have no liability for losses caused by third parties

We are not liable to You or any Relevant Person for loss of any kind (including personal injury) to the extent caused by any third party, such as such as any other sponsors, exhibitors, or attendees of, or suppliers (including Venue operators) to, the Event.

17. INDEMNITY AND RELEASE, AND LOSSES WE MAY RECOVER

17.1 Indemnity and release

You must indemnify, and hereby release Us and Our respective employees, contractors and agents, from and against all claims, actions, demands, losses, liability, cost or expenses (including any claims, actions or demands made or brought by any Venue operator, attendees of the Event and other third parties), caused in whole or in part by, or arising in connection with:

- A. Your breach of this Agreement;
- B. Your negligence or other tort;
- C. Your breach of any Venue Rules or the Exhibition Manual;
- D. Your breach of any other legal duty or obligation, including but not limited to any statutory duty; and
- E. the presence, use, display, transportation, construction, installation, display or removal of any of Your Exhibition, Exhibition Materials, promotional materials or content,

and for the avoidance of doubt this indemnity and release applies to:

- i. claims, actions and demands made on the basis of any cause of action;
- ii. claims, actions and demands for loss of any kind including but not limited to personal injury, loss of or damage to property of any person (including but not limited to the Venue operator), loss of the kind referred to in clause 17.2, infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- iii. legal costs and disbursements on a full indemnity basis.

This indemnity is not Our sole remedy for the matters referred to in this clause. We may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

17.2 Losses recoverable by Us

You acknowledge and agree that:

- A. the negligence, other tort, breach of statutory duty, breach of this Agreement or breach of the Venue Rules or the Exhibition Manual, by You or any Relevant Person, may cause Us or the Host to be in breach of contractual obligations (including indemnities), duties of care or other duties or obligations that We may



have to Venue operators or other third parties, such as other sponsors, exhibitors, attendees of, or suppliers to, the Event; and

- B. any loss or liability that We or the Host incur to a Venue operator or to any other sponsor, exhibitor, or attendee of, or supplier to, the Event, 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, of any Venue Rules or the Exhibition Manual, by You or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us from You.

18. INSURANCE

18.1 You must hold certain insurance policies

You must hold a valid, current and paid-up policy, with a reputable insurer, for:

- A. public and products liability insurance in the sum of at least \$20 million per "occurrence", at all times until the Event is concluded, or this Agreement ends or is terminated, whichever is later;
- B. professional indemnity insurance until this Agreement ends and for a period of 6 years thereafter, in the sum of at least \$2 million per claim, or such other sum as We may reasonably require, given the nature of Your products, services, sponsorship and Exhibition;
- C. insurance for the full replacement value (new for old) loss of or damage to Your Exhibition, Exhibition Materials and all other property that You bring to the Event or any Venue; and
- D. workers' compensation insurance as required by law.

18.2 You must provide Us with evidence

You must promptly provide Us with such evidence of the insurance policies referred to in the preceding clause as We may request from time to time.

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 Your Intellectual Property to Us

You grant Us a world-wide, non-exclusive, fee-free, non-transferrable (except in the case of permitted assignment or novation of this Agreement) licence to use Your Intellectual Property for the sole purposes of providing Participation Benefits and otherwise performing Our obligations and exercising Our rights under this Agreement. You warrant that the use of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights or moral rights of any third party. Our licence to use Your Intellectual Property is sub-licensable by Us for the purposes of engaging any contractor or supplier to assist Us or the Host to conduct the Event, or to provide the Participation Benefits.

20. CONFIDENTIAL INFORMATION, PRIVACY AND RECORDINGS

20.1 Non-disclosure

A party must not disclose any Confidential Information of the other party to a third party, excepting that a party may disclose Confidential Information of the other party if the disclosure is:



- A. reasonably necessary to perform its obligations under this Agreement
- 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;
- D. made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion; or
- E. made by Us to the Host.

20.2 Privacy

At all relevant times the parties must comply with all applicable privacy laws.

20.3 We may refer to You in promotional materials for the Event

You consent to:

- A. Our inclusion and publication, on the Event Website and Our websites, in social media and in any other materials published in any medium for promotion of the Event, of references to You as a sponsor of, and exhibitor at, the Event.
- B. Our disclosure of Your contact and personal information (and including that of Relevant Persons) to attendees at, and to other sponsors of, and exhibitors at, the Event, and to Your receipt of electronic messages concerning them and their products and services.

20.4 Photography and videography/filming

- A. You may use handheld cameras and/or smart phones at the Event to take photographs and videos/films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of any person's intellectual property, privacy rights, or other rights.
- B. We may (or may engage contracted service providers to) photograph, take video, or "stream" and make sound recordings (each, a "Recording") to document and display the Event experience. We and the Host may edit and publish Recordings in any media as a record of the Event and for the promotion of the Host's an/or Our future events
- C. You irrevocably consent to the inclusion of images and sounds of You, each Relevant Person (picture and voice) and Your participation in the Event (including Your promotional materials, Exhibition and Exhibition Materials) in Recordings.

21. ASSIGNMENT AND NOVATION

21.1. You must not assign etc.

You must not assign or novate this Agreement without Our prior written consent. We may novate or assign this Agreement to any party nominated by Us (including but not limited to the Host). If We wish to assign or novate this Agreement, We will give written notice to You and will provide an assignment or novation deed or agreement, which provides, among other things, that:

- A. You consent to the assignment or novation as the case may be;
- B. the assignee/novatee agrees to comply with any provisions of this Agreement and perform any outstanding obligations under this Agreement; and
- C. You release Us from further liability under this Agreement and in connection with the Event,

and You must duly execute and deliver that document promptly to Us.



22. NOTICES

22.1 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 email to the email address set out in the Schedule, or such other address that a party notifies the other in writing from time to time. A notice may be given by an employee or agent (including a legal advisor) of the party giving the notice.

22.2 When served

A notice given:

- A. 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
- B. (b) on a day other than a business day will be regarded as having been served on the first business day 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.

23. FURTHER ASSURANCES

23.1. 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.

24. GOVERNING LAW AND JURISDICTION

24.1. Governing law and jurisdiction

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



SCHEDULE

Sponsor/Exhibitor (You):

Name:

Address:

ABN:

Host:

Name:

Address:

ABN:

Event:

Name:

Venue:

Proposed date:

Addresses for notices (clause 22)

To Us/Host:

Address:

Email:

Attention:

To Sponsor/Exhibitor (You):

Address:

Email:

Attention:



EXECUTED AS AN AGREEMENT:

Executed as an agreement for and on behalf of **MCI AUSTRALIA PTY LIMITED** by its authorised officer in the presence of:

.....
Signature of witness

.....
Signature of authorised officer

.....
Name of witness

.....
Name of authorised officer

.....
Job title of authorised officer

Executed as an agreement for and on behalf of [insert name of Sponsor/Exhibitor] by its authorised officer in the presence of:

.....
Signature of witness

.....
Signature of authorised officer

.....
Name of witness

.....
Name of authorised officer

.....
Job title of authorised officer

