

EXHIBITOR TERMS AND CONDITIONS

Important note: Exhibitor's submission of the application to participate in the Event as an exhibitor signifies that Exhibitor agrees to these terms and conditions, which apply to Exhibitor's rights and obligations as an exhibitor, attendance at the Event, and to "Relevant Persons", as defined below.

PARTIES:

KE CREATIVE EVENTS PTY LTD (ACN 604 741 737) AS TRUSTEE FOR THE KE CREATIVE TRUST (ABN 60 578 909 023) ("We", "Us". "Our"), as agent for and on behalf of Australian Corporate Treasury Association, Melbourne (ABN 70 006 509 655) ("Host")

and

THE EXHIBITOR IDENTIFIED IN THE EXHIBITION APPLICATION, WITH WHICH THIS AGREEMENT IS PRESENTED ("Exhibitor")

BACKGROUND:

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

OPERATIVE PROVISIONS:

1. WE ARE AN AGENT FOR THE HOST

1.1. We are agent for the Host

Exhibitor acknowledges and agrees that We enter into this Agreement solely in Our capacity as agent for and on behalf of the Host specified above. 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. For the avoidance of doubt, references to Us include references to the Host.

2. INTERPRETATION

2.1. Definitions

Expression	Meaning
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Agreement	This document, as amended by written agreement from time to time.
Confidential Information	Confidential information pertaining to a party, or to the subject matter of this Agreement, the Event, the Fee and Exhibition Benefits, but does not include information that is widely available or in the public domain. .
Event	<i>2025 ACTA TREASURY CONFERENCE</i>
Event Website	The website and/or portal on which the Event is promoted and at which the Prospectus and Exhibition Application may be located.
Exhibition	The Exhibitor's exhibition stand, booth, stall or other promotional structure, installation or presence at the Event.
Exhibition Application	The application to participate as an exhibitor at the Event submitted by Exhibitor.
Exhibition Benefits	The package of services and benefits to be provided to Exhibitor in exchange for the Fee under this Agreement, specified in the Prospectus and selected by Exhibitor in the Exhibition Application.
Exhibition Manual	The document, if any, that We provide to the Exhibitor at any time prior to the Event, setting out rules and requirements for the Exhibition and other related matters.
Exhibition Materials	All things and materials that the Exhibitor and/or its contractors bring onto the Venue premises for the purposes of the Exhibition and includes (without limitation) all structural and build-materials, installations, tools, equipment, products, promotional gifts, promotional materials, displays, banners, advertisements, images and videos, interactive presentations and sound or image recordings and broadcasts.
Fee	The sum(s) of money that Exhibitor must pay under this Agreement, as specified in the Prospectus, the Event Website and/or the Exhibition Application.
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(s), company or organisation that has engaged Us to provide event-management services in connection with the Event, identified in the introduction to 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 trade marks (whether registered or unregistered) and copyright.
Intervening Occurrence	Circumstances beyond a party's control (but only if they have a Relevant Effect), including war, civil disturbance, acts of terrorism, strikes and lock-outs, natural disasters (whether naturally occurring or caused by human act or omission) including fire, flood and storm, volcanic or seismic activity, power and communication outages, and any declared public health emergency, Transmissible Illness (including COVID-19 or any variant or derivative of it).
Prospectus	The document seeking exhibitors for the Event, in response to which Exhibitor submitted the Exhibition 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 the Event to proceed as planned, either at all or without substantial attrition in attendance, or for Exhibitor to attend the Event.
Relevant Persons	All of Exhibitor's officers, employees, agents, contractors and guests, who attend the Event, or any Venue, or who propose to do so.
Transmissible Illness	Any transmissible illness of serious risk to human health: <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 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

	Exhibitor 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. 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 promotional materials within the Venue, access and egress, the use of Venue facilities and equipment and any other matter relevant to the Exhibition or the attendance of Relevant Persons.

2.2. 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 mentioned herein shall not be restricted by reference to any other covenant clause or word mentioned herein or by the juxtaposition of the same; and

- (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 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.

3. PROSPECTUS AND EXHIBITION APPLICATION

3.1. This Agreement applies if We accept Exhibition Application

This Agreement applies if, and commences when Exhibitor has accepted this Agreement and We accept the Exhibition Application. We may reject an Exhibition Application for any reason, including that any selected exhibition package has been sold out or that We consider that Exhibitor is inappropriate to be an exhibitor at the Event. If We do not accept the Exhibition Application, We will notify Exhibitor, but are not obliged to give reasons.

3.2. Prospectus and Exhibition Application

Exhibitor warrants and agrees that:

- (a) Exhibitor has received and read the Prospectus and the Exhibition Manual thoroughly and that all information provided in the Exhibition Application is true and correct and is ;
- (b) Exhibitor is not aware of any fact or circumstance, whether actual or potential, that would cause Exhibitor to breach this Agreement, or that may entitle Us to terminate it, including for breach of clause 17.2(b) (termination for disrepute); and
- (c) the individual who accepts these terms and conditions is duly authorised to do so.

4. EXHIBITOR ENTERS INTO THIS AGREEMENT FOR ITSELF AND RELEVANT PERSONS

4.1. Capacity and compliance

Exhibitor acknowledges and agrees that Exhibitor enter into this Agreement for itself and as duly authorised agent, on behalf of all Relevant Persons. Exhibitor must ensure, and procure that, that all Relevant Persons comply with this Agreement in all respects. Where the context permits, an obligation to which Exhibitor is bound is also binding on all Relevant Persons.

5. FEES AND GST

5.1. Payment of the Fee

The Exhibitor must pay the Fee and any applicable GST:

- (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 30 days after the date of Our invoice, or before the Event, whichever is sooner;
 - (c) in compliance with all applicable laws, industry standards and guidelines; and
 - (d) in the manner,
- specified in the Prospectus, the Exhibition Application and/or the Event Website, as the case may be.

5.2. GST

The Fee and other payments under this Agreement and in the Prospectus and the Exhibition Application are expressed exclusive of GST unless otherwise specified. The Exhibitor 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 on those payments, at the then-prevailing GST rate.

6. EXHIBITION BENEFITS

6.1. Provision of Exhibition Benefits

Subject to Exhibitor's compliance with this Agreement in full, and subject to the completion of any prerequisites specified in the Prospectus, Exhibitor is entitled to the Exhibition Benefits specified in the Prospectus, the Exhibition Application and/or the Event Website, commensurate with the classification, level or type of exhibition package selected by Exhibitor.

6.2. Exhibitor acknowledgement re positioning of Exhibition

The Exhibitor acknowledges and agrees that, except as expressly provided in the Prospectus, the location and positioning of its Exhibition is at Our discretion.

6.3. Exhibitor Entitlements not exclusive

Except as expressly specified to the contrary in the Exhibition Prospectus, neither this Agreement nor the Exhibitor Entitlements are exclusive to the Exhibitor in any respect.

6.4. Inconsistency

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

7. VENUE RULES

7.1. Exhibitor Entitlements subject to Venue Rules

The Exhibitor:

- (a) agrees that provision of the Exhibition Benefits is subject to, and to compliance by the Exhibitor and all Relevant Persons with the Venue Rules;
- (b) warrants that the Exhibitor has received a copy of the Venue Rules, or otherwise accessed them, and have thoroughly acquainted itself, its staff, contractors and all Relevant Persons with their requirements and, where necessary, have given a copy of the Venue Rules to them;
- (c) must at all times comply with the Venue Rules all lawful directions of Venue staff and must ensure and procure that all Relevant Persons also comply with them;

- (d) must comply, and must ensure and procure that its employees and contractors and all Relevant Persons comply, with any directions given by Venue staff or any authorised contractor of the operator of the Venue; and
- (e) must notify Us immediately in writing and provide such information as We require, if We, the Venue operator, or the Exhibitor become aware of any breach of the Venue Rules.

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

8.1. No warranty re success of the Event

Exhibitor acknowledges and agrees 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 exhibit their products or services at the Event, or sponsor 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 Exhibitor may obtain as a result of the Exhibition or the Event,

and 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 Exhibitor warrants that Exhibitor has not relied, and will not rely, on them.

9. ADDITIONAL OBLIGATIONS OF EXHIBITOR AND RELEVANT PERSONS

9.1. Access, removal and timely construction of Exhibition

The Exhibitor agrees that:

- (a) the Exhibitor, and any contractor it engages, must access the Venue at such times and dates as We or the Venue may notify, to bring Exhibition Materials into the Venue and construct the Exhibition. The Exhibitor must ensure that the Exhibition is completed and ready for the Event by the time and date We notify. Construction work during the Event will not be permitted. If We, acting reasonably, consider that the construction of the Exhibition will not be complete by the date We notify under this paragraph (a), We may exercise Our rights under clause 16 or clause 17; and
- (b) on conclusion or cancellation of the Event, or on termination of this Agreement, the Exhibitor must, by the date and time We notify, ensure that the Exhibition is dismantled and that it and all Exhibition Materials and other property are removed from the Venue, and that the space occupied by the Exhibition is returned to the same state that it was in before the Exhibition was installed and that all rubbish is removed. If the Exhibitor fails to comply with this paragraph (b), We may remove the relevant property and will store it and return it subject to full payment of Our actual storage costs, plus a ten percent (10%) fee, plus GST.

9.2. Exhibition and Exhibition Materials are at Exhibitor's risk

The Exhibition, Exhibition Materials and all other property that is brought onto the Venue whether by the Exhibitor or by its contractors or any Relevant Person, are at the Exhibitor's sole risk and the Exhibitor is solely responsible for its care and security. We are not liable for

any loss of or damage to the Exhibition, the Exhibition Materials or any other property of the Exhibitor or any Relevant Person, howsoever caused.

9.3. Conduct at the Event

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

- (a) comply with all Venue Rules;
- (b) behave 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) comply with all work/occupational health and safety laws and directions of Our staff and Venue staff, and 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 exhibitors, sponsors, 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 Transmissible Illness provisions in clause 15; and
- (n) comply promptly with Our reasonable and lawful directions, those of Our contractors and those of Venue operators.

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

10. EXHIBITOR WARRANTIES

10.1. Warranties by Exhibitor

The Exhibitor warrants and agrees that:

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

- (b) if the Exhibition is to be constructed by the Exhibitor or its contractors, the Exhibitor and/or those contractors (as the case may be) are, or will be, sufficiently skilled, licensed, qualified and experienced to undertake the works, having regard to their type, construction method, materials, size, scale and location;
- (c) the Exhibition and all Exhibition Materials:
 - (i) will comply with all in compliance with all applicable laws, industry and building codes, safety rules and guidelines;
 - (ii) will comply with all applicable codes of conduct or ethics,
 - (iii) and its construction will not create a risk to the health and safety of any person and will not cause personal injury or death to any person;
 - (iv) are or will be constructed or installed to a quality and standard that is equal or better than a reasonable standard in the circumstances,
 - (v) will not damage the Venue or the property of any other exhibitor, person attending the Event or any other person;
 - (vi) 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;
 - (vii) comply with all applicable laws and any applicable code of conduct, of which notice is given to the Exhibitor and/or any Relevant Person;
 - (viii) do not and will not infringe the Intellectual Property, contractual, confidentiality, privacy or other legal rights of any person;
 - (ix) are not and will not be misleading or deceptive in any respect, or contain any misrepresentation of any kind; and
 - (x) are not and will not be derogatory or defamatory of any person, organisation or product of any kind.

10.2. Breach of Exhibitor warranties

If the Exhibitor breaches any of the warranties contained in this clause 10, We may exercise Our rights under clause 14, or, if (in Our discretion) We request, the Exhibitor must modify the Exhibition and/or its Exhibition Materials so as to comply with clause 10.1.

11. EXHIBITOR TO PROVIDE INFORMATION

11.1. Exhibitor to provide information in timely manner

The Exhibitor must, when We or the Venue operator request(s), promptly provide particulars of the Exhibition, all Exhibition Materials and any information concerning the Exhibition or its construction. We are not liable for any delay in or failure to provide Exhibition Benefits if the Exhibitor does not comply promptly with this clause.

12. CANCELLATION OF THE EVENT BY US OR HOST

12.1. Exhibitor acknowledgement that the Event may be cancelled

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

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

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

12.3. Consequences of cancellation of Event

Where the Event is cancelled, We will notify Exhibitor of such cancellation by email, and We will refund all monies received from Exhibitor within 60 days of the cancellation.

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

13.1. The Event may be postponed, moved or converted, etc

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

- (a) the Event may be postponed;
- (b) the Event 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.

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

Apart from Exhibitor's rights under clause 13.3, Exhibitor agrees that neither We nor the Host have any liability to Exhibitor or any Relevant Person for any losses, damage, liability or claim (including but not limited to travel and accommodation costs) caused directly or indirectly by any of the changes set out in clause 13.1.

13.3. 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 Exhibitor 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. Exhibitor is responsible for checking for such notifications/alerts prior to the Event;
- (b) provided that Exhibitor notifies Us within 14 days of Our Variation Notice, or before the commencement date of the Event, whichever is earlier, Exhibitor may cancel its Exhibition and a full refund of monies received will be provided within 60 days.
If Exhibitor does not notify Us of such cancellation within the aforementioned time, Exhibitor is deemed to have accepted the variation, this Agreement remains on foot and the Fee is payable in full.

14. CANCELLATION OF EXHIBITION BY EXHIBITOR FOR INTERVENING OCCURRENCES

14.1. Cancellation of Exhibition by Exhibitor

- (a) Exhibitor may not cancel its Exhibition other than as permitted by clause 13, or this clause 14.

- (b) If an Intervening Occurrence has a Relevant Effect upon Exhibitor, Exhibitor may, at any time before the commencement of the Event, notify Us by email that Exhibitor wishes to cancel its Exhibition, 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, and We will refund all monies received from Exhibitor within 60 days of Exhibitor's cancellation notice.

15. COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES

15.1. Relevant Persons must not attend the Event in certain circumstances

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

15.2. On entry and while attending

At entry to and while attending the Event, Exhibitor 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 Exhibitor for safety in connection with Transmissible Illness; and
- (c) reports to Event 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.

16. SUSPENSION AND EJECTION

16.1. Our rights

If We, acting reasonably, consider that there is any reasonable cause, or if We consider that the Exhibitor is in breach of this Agreement in any material respect, including if the Fee or any part of it is not paid in full by the due date, We may:

- (a) suspend provision of the Exhibition Benefits; and/or
- (b) refuse the Exhibitor and Relevant Persons from access or entry into the Venue, deny entry of Exhibition Materials, or eject any of the foregoing from the Venue,
- (c) require the Exhibitor to dismantle and remove the Exhibition from the Venue at a time nominated by Us, and if the Exhibitor does not comply with a direction given under this paragraph (c), We may do so, and store and retain that property, by way of lien, at the risk and cost of the Exhibitor, until the Exhibitor pays Us Our costs of so doing, plus a twenty percent (20%) fee, and any other losses We incur; and
- (d) recover all costs of exercising Our rights under this clause, including removal and storage costs actually incurred and legal costs and disbursements, on a full indemnity basis.

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

17. TERMINATION OF THIS AGREEMENT

17.1. 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) 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 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
- (c) 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.

17.2. Our additional termination rights

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

- (a) Exhibitor fails to pay the Fee, or any part of it, by the due date for payment;
- (b) Exhibitor or any Relevant Person commits (or have committed) any act or omission which, in Our/Host’s reasonable opinion, may cause disrepute or materially damage Our reputation, the reputation of the Host, or that of the Event; and/or
- (c) the Exhibition is not complete by the date We require under clause 9.1(a).

17.3. Sole rights of termination

The rights to terminate this Agreement in this clause 17 and otherwise expressly set out in this Agreement are the sole rights to terminate exercisable by the parties.

17.4. Other consequences of termination

- (a) On termination of this Agreement by either party for any reason:
 - (i) Exhibitor must cease referring to itself as an exhibitor at, or supporter of, the Event;
 - (ii) all Exhibitor Benefits cease immediately, and the Exhibitor must, at a date and time nominated by Us, remove all Exhibition Materials, if any, from the Venue, as provided in clause 9;
 - (iii) We will, to the extent that it is practicable for Us to do so cease making subsequent references to Exhibitor as an exhibitor at the Event; and
 - (iv) Exhibitor must not publish any derogatory statement about Us, the Host, the Venue or its operator, or the Event.
- (b) On termination of this Agreement by Us for any reason, We may retain any monies paid by the Exhibitor and, if not paid in full, the Exhibitor must pay the Fee or such portion of it that remains outstanding.

18. OUR/HOST'S LIMITATION AND EXCLUSION OF LIABILITY

18.1. No attempt to contract-out of statutes where prohibited

Nothing in this clause 18 (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 18 applies to the extent permissible under the law.

18.2. Limitation of Our liability

Subject to clause 18.3:

- (a) Our (and the Host's) total aggregate liability and the liability of Our employees, agents and contractors, to Exhibitor 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 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, in any jurisdiction, and for any loss (including personal injury), damage or expense (including legal costs and disbursements); and
- (c) where Our (or 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 (or the Host's) liability is limited (at Our/Host's option), in aggregate, to supplying the Exhibition Benefits again, or the cost of supplying those services or the Exhibition Benefits again.

18.3. Exclusion of certain liabilities

We and the Host are not liable to Exhibitor or any Relevant Person, for:

- (a) loss of profit, loss of savings, loss of opportunity, damage to reputation and/or indirect or consequential loss; and
- (b) any Relevant Person contracting a Transmissible Illness at the Event, except to the extent that Our/Host's failure to comply with applicable laws in connection with the conduct of the Event, causes that.

18.4. We have no liability for losses caused by third parties

We (and the Host) are not liable to Exhibitor 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 exhibitors, sponsors, or attendees of, or suppliers (including Venue operators) to, the Event. Nothing in this Agreement excludes or "contracts-out" of any applicable legislation concerning proportionate liability.

19. INDEMNITY AND RELEASE AND LOSSES WE/HOST MAY RECOVER

19.1. Indemnity and release

Exhibitor must indemnify, and hereby release Us and the Host and Our/Host's 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) Exhibitor's breach of this Agreement;
- (b) Exhibitor's negligence or other tort;

- (c) Exhibitor's breach of any Venue Rules or of the Exhibition Manual;
- (d) Exhibitor's breach of any other legal duty or obligation, including but not limited to any statutory duty; and
- (e) the transportation, construction, installation, display or removal of the Exhibition or the Exhibition Materials by the Exhibitor or any Relevant Person,
- (f) the presence, use or display of Exhibition or the Exhibition Materials;

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), losses of the type referred to in clause 18.3, 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/Host's sole remedy for the matters referred to in this clause. We/Host may, in addition, or in the alternative, pursue any other remedy under this Agreement or under the law.

19.2. Losses recoverable by Us

Exhibitor acknowledges and agrees that:

- (a) the negligence, other tort, breach of statutory duty, breach of this Agreement, breach of the Venue Rules or the Exhibition Manual, by Exhibitor 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/Host may have to Venue operators or other third parties, such as other, exhibitors, sponsors, attendees of, or suppliers to, the Event; and
- (b) any loss or liability We or the Host incur(s) to a Venue operator or to any other exhibitor, sponsor, 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, breach of any Venue Rules or of the Exhibition Manual by Exhibitor or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us and the Host from Exhibitor.

20. INSURANCE

20.1. Exhibitor to hold certain insurances

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

- (a) public liability and (if relevant to the Exhibitor's business) products liability insurance for a reasonable and prudent sum;
- (b) insurance for liability arising from the construction of the Exhibition
- (c) insurance required by law; and
- (d) any other insurance required under the Exhibition Prospectus and/or the Venue Rules.

When We request, the Exhibitor must provide Us and/or the Venue operator with certificates of currency of such insurance and such other evidence of insurance as We may request.

21. INTELLECTUAL PROPERTY

21.1. 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.

21.2. Licence of Exhibitor's Intellectual Property to Us and the Host

Exhibitor grants Us and the Host a world-wide, non-exclusive, fee-free, non-transferrable (except in the case of permitted assignment or novation of this Agreement) licence to use Exhibitor's Intellectual Property for the sole purposes of providing Exhibition Benefits and otherwise performing Our/Host's obligations and exercising Our/Host's rights under this Agreement. Exhibitor warrants 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/Host's licence to use Exhibitor's Intellectual Property is sub-licensable by Us/Host for the purposes of engaging any contractor or supplier to assist Us or the Host to conduct the Event, or to provide the Exhibition Benefits.

22. CONFIDENTIAL INFORMATION, PRIVACY AND RECORDINGS

22.1. 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.

22.2. Privacy

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

22.3. We may refer to Exhibitor in promotional materials for the Event

Exhibitor consents to:

- (a) the inclusion and publication, on the Event Website and Our/Host's websites, in social media and in any other materials published in any medium for promotion of the Event, of references to Exhibitor as an exhibitor at, the Event.
- (b) disclosure of Exhibitor's contact and personal information (including that of Relevant Persons) to attendees at, and to other exhibitors at, and sponsors of, the Event, and

to Exhibitor's (and Relevant Persons¹) receipt of electronic messages concerning them and their products and services.

22.4. Photography and videography/filming

- (a) Exhibitor 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 and the Host 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) Exhibitor irrevocably consents to the inclusion of images and sounds of Exhibitor, its Exhibition and Exhibition Materials, each Relevant Person (picture and voice) and Exhibitor's/Relevant Persons' participation in the Event, in Recordings.

23. ASSIGNMENT AND NOVATION

23.1. Exhibitor not to assign etc.

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

- (a) Exhibitor consents 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) Exhibitor releases Us and the Host from further liability under this Agreement and in connection with the Event,

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

24. NOTICES

24.1. 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 this email address nadia@kecreative.com.au 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.

24.2. 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) 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.

25. FURTHER ASSURANCES

25.1. 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.

26. GOVERNING LAW AND JURISDICTION

26.1. Governing law and jurisdiction

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

EXHIBITOR ACCEPTS THESE TERMS AND
CONDITIONS ON ITS OWN BEHALF AND ON
BEHALF OF ALL “RELEVANT PERSONS”

******End******