

SPONSORSHIP TERMS AND CONDITIONS

Important note: Sponsor's submission of the application to participate in the Event as a sponsor signifies that Sponsor agrees to these terms and conditions, which apply to Sponsor's rights and obligations as a sponsor and 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 SPONSOR IDENTIFIED IN THE SPONSORSHIP APPLICATION, WITH WHICH THIS AGREEMENT IS PRESENTED ("Sponsor")

BACKGROUND:

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

OPERATIVE PROVISIONS:

1. WE ARE AN AGENT FOR THE HOST

1.1. We are agent for the Host

Sponsor 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
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, Sponsorship Contribution and Sponsorship 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 Sponsorship 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(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 sponsorship for the Event, in response to which Sponsor submitted the Sponsorship 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 Sponsor to

	attend the Event.
Relevant Persons	All of Sponsor's officers, employees, agents, contractors and guests, who attend the Event, or any Venue, or who propose to do so.
Sponsorship Application	The application to become a sponsor of the Event submitted by Sponsor.
Sponsorship Benefits	The package of services and benefits to be provided to Sponsor in exchange for Sponsorship Contribution under this Agreement, specified in the Prospectus and selected by Sponsor in the Sponsorship Application.
Sponsorship Contribution	The sum(s) of money that Sponsor must pay under this Agreement, as specified in the Prospectus, and/or Sponsorship Application.
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 Sponsor 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 sponsorship 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 SPONSORSHIP APPLICATION

3.1. This Agreement applies if We accept Sponsorship Application

This Agreement applies if, and commences when Sponsor has accepted this Agreement and We accept the Sponsorship Application. We may reject a Sponsorship Application for any

reason, including that any selected sponsorship package has been sold out or that We consider that Sponsor is inappropriate to be a sponsor of the Event. If We do not accept the Sponsorship Application, We will notify Sponsor, but are not obliged to give reasons.

3.2. Prospectus and Sponsorship Application

Sponsor warrants and agrees that:

- (a) Sponsor has received and read the Prospectus thoroughly and that all information provided in the Sponsorship Application is true and correct;
- (b) Sponsor is not aware of any fact or circumstance, whether actual or potential, that would cause Sponsor 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. SPONSOR ENTERS INTO THIS AGREEMENT FOR ITSELF AND RELEVANT PERSONS

4.1. Capacity and compliance

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

5. SPONSORSHIP CONTRIBUTION

5.1. Provision of Sponsorship Contribution

Sponsor must pay the Sponsorship Contribution:

- (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 Sponsorship Application and/or the Event Website, as the case may be.

5.2. 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. Sponsor agrees that Sponsor must pay GST, at the prevailing rate, on the Sponsorship Contribution.

6. SPONSORSHIP BENEFITS

6.1. Provision of Sponsorship Benefits

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

6.2. Sponsorship Benefits subject to Venue Rules

Sponsor must at all times comply with all Venue Rules and all directions issued by Us and

staff of each Venue operator. We and each Venue operator have the right, if Sponsor does not comply with the Venue Rules, to eject Sponsor and Relevant Persons from the Venue and Sponsor must comply with (and ensure that Relevant Persons comply with) any directions of a Venue operator as regards Sponsor's/their presence at the relevant Venue.

6.3. Sponsorship not exclusive to Sponsor

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

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

7.1. No warranty re success of the Event

Sponsor 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 sponsor 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 Sponsor may obtain as a result of the sponsorship.

Any predictions We or the Host may make or have made concerning the Event, its likely attendance, or information or statistics that We 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 Sponsor warrants that Sponsor has not relied, and will not rely, on them.

8. ADDITIONAL OBLIGATIONS OF SPONSOR AND RELEVANT PERSONS

8.1. Conduct at the Event

At all relevant times Sponsor 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 sponsors, exhibitors, speakers and others and refrain from causing a nuisance or interrupting or disrupting programme content, whether by making noise or otherwise;
- (m) comply with the Transmissible Illness provisions in clause 9; and
- (n) comply promptly with Our reasonable and lawful directions, those of Our contractors and those of Venue operators.

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

9. COVID-19 AND OTHER TRANSMISSIBLE ILLNESSES

9.1. 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.

9.2. On entry and while attending

At entry to and while attending the Event, Sponsor 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 Sponsor 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.

10. CANCELLATION OF THE EVENT BY US OR HOST

10.1. Sponsor acknowledgement that the Event may be cancelled

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

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

Apart from Sponsor's rights to a refund under clause 10.3, Sponsor agrees that neither We nor the Host have any liability to Sponsor or any Relevant Person for any losses, damage, liability or claim caused directly or indirectly by cancellation of the Event for any reason whatsoever, including but not limited to travel and accommodation costs.

10.3. Consequences of cancellation of Event

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

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

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

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

- (a) the Event may be postponed;
- (b) the Event may be moved to a different place (including a different city or town) or primary Venue, or part of a Venue;
- (c) the Event may be converted to a fully or partly virtual event;
- (d) programme content of the Event, its order or session times, the speakers, entertainers and other presenters may be varied; and/or
- (e) the social programme and any Venue for dinners and other social events or activities may be varied.

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

Apart from Sponsor's rights under clause 11.3, Sponsor agrees that neither We nor the Host have any liability to Sponsor or any Relevant Person for any losses, damage, liability or claim (including but not limited to travel and accommodation costs) caused directly or indirectly by any of the changes set out in clause 11.1

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

12. CANCELLATION OF SPONSORSHIP BY SPONSOR FOR INTERVENING OCCURRENCES

12.1. Cancellation of Sponsorship by Sponsor

- (a) Sponsor may not cancel its sponsorship other than as permitted by clause 11, or this clause 12.
- (b) If an Intervening Occurrence has a Relevant Effect upon Sponsor, Sponsor may, at any time before the commencement of the Event, notify Us by email that Sponsor wishes to cancel its sponsorship, 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 Sponsor within 60 days of Sponsor's cancellation notice.

13. SPONSOR TO PROVIDE MATERIALS AND INFORMATION

13.1. Sponsor to provide information in timely manner

Sponsor must, within the times We 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 Sponsorship Benefits. We are not liable to Sponsor for any delay in or failure to provide Sponsorship Benefits if Sponsor does not comply with this clause.

13.2. Sponsor warranties re information and materials provided

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

13.3. We may refer to Sponsor in promotional materials for the Event

We may, on any website for the Event, in social media and in any other materials published in any medium for promotion of the Event, announce and refer to Sponsor as a sponsor of 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 Sponsor (including by the actions or omissions of any Relevant Person) is in breach of this Agreement in any respect (including if Sponsorship Contribution is not paid when due, or if there is any other reasonable cause:

- (a) We may suspend any or all of Sponsorship Benefits until We are satisfied that compliance will resume; and/or
- (b) We may, without liability to Sponsor or any Relevant Person, eject Sponsor 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) 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.

15.2. Our additional termination rights

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

- (a) Sponsor fails to pay Sponsorship Contribution, or any part of it, by the due date for payment; and/or
- (b) Sponsor 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.

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.

15.4. Other consequences of termination

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

- (a) Sponsor must cease referring to itself as a sponsor of the Event;
- (b) We will, to the extent that it is practicable for Us to do so:
 - (i) cease making subsequent references to Sponsor as a sponsor of the Event; and
 - (ii) return, delete or destroy all information, promotional and other materials in Our possession that contain any such reference; and
- (c) Sponsor must not publish any derogatory statement about Us, the Host, the Venue or its operator, or the Event.

16. OUR/HOST'S 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 (and the Host's) total aggregate liability and the liability of Our employees, agents and contractors, to Sponsor 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 Sponsorship Contribution;
- (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

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

16.3. Exclusion of certain liabilities

We and the Host are not liable to Sponsor 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.

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

We (and the Host) are not liable to Sponsor 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. Nothing in this Agreement excludes or "contracts-out" of any applicable legislation concerning proportionate liability.

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

17.1. Indemnity and release

Sponsor 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) Sponsor's breach of this Agreement;
- (b) Sponsor's negligence or other tort;
- (c) Sponsor's breach of any Venue Rules;
- (d) Sponsor's 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 Sponsor's 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), losses of the kind referred to in clause 16.3, 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.

17.2. Losses recoverable by Us

Sponsor acknowledges and agrees that:

- (a) the negligence, other tort, breach of statutory duty, or breach of this Agreement or of the Venue Rules by Sponsor 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 sponsors, exhibitors, 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 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 or of any Venue Rules by Sponsor or any Relevant Person, is a reasonably foreseeable and proximate loss recoverable by Us and the Host from Sponsor.

18. INTELLECTUAL PROPERTY

18.1. 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.

18.2. Licence of Sponsor's Intellectual Property to Us and the Host

Sponsor 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 Sponsor's Intellectual Property for the sole purposes of providing Sponsorship Benefits and otherwise performing Our/Host's obligations and exercising Our/Host's rights under this Agreement. Sponsor 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 Sponsor'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 Sponsorship Benefits.

19. CONFIDENTIAL INFORMATION, PRIVACY AND RECORDINGS

19.1. 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.

19.2. Privacy

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

19.3. We may refer to Sponsor in promotional materials for the Event

Sponsor 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 Sponsor as a sponsor of, the Event.
- (b) disclosure of Sponsor's contact and personal information (including that of Relevant Persons) to attendees at, and to other sponsors of, and exhibitors at, the Event, and to Sponsor's (and Relevant Persons') receipt of electronic messages concerning them and their products and services.

19.4. Photography and videography/filming

- (a) Sponsor 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) Sponsor irrevocably consents to the inclusion of images and sounds of Sponsor, each Relevant Person (picture and voice) and Sponsor's/Relevant Persons' participation in the Event (including Sponsor's promotional materials) in Recordings.

20. ASSIGNMENT AND NOVATION

20.1. Sponsor not to assign etc.

Sponsor 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 Sponsor and will provide an assignment or novation deed or agreement, which provides, among other things, that:

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

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

21. NOTICES

21.1. 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.

21.2. 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.

22. FURTHER ASSURANCES

22.1. 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.

23. GOVERNING LAW AND JURISDICTION

23.1. 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.

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

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