

Exhibition Terms & Conditions

Event Agreement

Australian Energy Producers Limited ACN 000 292 713 proposes to conduct an Event to facilitate information-sharing, business and networking opportunities for stakeholders in the petroleum production and exploration industry.

The Exhibitor wishes to register for and participate in the Event.

1. Agreement Formation

- 1.1. These Exhibition Terms and Conditions are to be read in conjunction with the online Exhibition Application Form, the Exhibition Confirmation Form, Exhibition Prospectus and the Exhibition Kit.
- 1.2. Upon receipt of the Exhibition Confirmation Form by the Organiser, an agreement is entered into between Australian Energy Producers and the Exhibitor that includes these Exhibitor Terms and Conditions and other documents listed in clause 1.3 below.
- 1.3. In the event of any inconsistency, the following order of precedence applies to the extent of any inconsistency:
 - a) Exhibitor Terms and Conditions;
 - b) Exhibition Prospectus;
 - c) Exhibition Confirmation Form;
 - d) Exhibition Application Form; and
 - e) Exhibition Kit.

2. Definitions

- 2.1. **ACL** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and any other relevant consumer laws within the Australian Capital Territory and the Commonwealth of Australia.
- 2.2. **Affiliate** means of a party means an entity that Controls, is Controlled by, or is under common Control with that party.
- 2.3. **Agreement** means these Exhibitor Terms and Conditions, the Exhibition Kit, the Exhibition Prospectus, the Exhibition Application Form and the Exhibition Confirmation Form.
- 2.4. **Applicable Laws** means all laws and regulations including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, mandatory codes of conduct, writs, orders, injunctions and judgments applicable to this Agreement, the conduct of each party or any of them.
- 2.5. **Australian Energy Producers** means the Australian Energy Producers Limited ACN 000 292 713 and its directors, officers, employees, and contractors.
- 2.6. **Business Day** means every day of a week with the exception of Saturday, Sunday or any local public holiday in Queensland.
- 2.7. **Cancellation Date** means Friday, 13 December 2024.
- 2.8. **Certificate of Insurance** means a certificate from an insurance company acceptable to the Organiser insuring the Exhibitor for public liability and property damage in respect of the Event for a sum not less than \$20,000,000.00.
- 2.9. **Commencement Date** means Monday, 26 May 2025.
- 2.10. **Completion Date** means Thursday, 29 May 2025.
- 2.11. **Confidential Information** means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:
 - a) including the terms of the Agreement and, in the case of the Organiser, all pricing information and other documentation relating to the Event; but
 - b) excluding any such information that is
 - (i) in the public domain (other than as a result of a breach of confidence);
 - (ii) already in the possession of the recipient at the time of its disclosure by disclosing party; or

- (iii) the recipient independently acquires without use or reference to the confidential information.
- 2.12. **Control** in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:
- a) direct or indirect ownership of more than 50% of the voting rights of such person; or
 - b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.
- 2.13. **Custom Stand Builder** means an entity engaged by the Exhibitor to construct a Stand for the Event.
- 2.14. **Event** means the Australian Energy Producers 2025 Conference & Exhibition .
- 2.15. **Event Duration** means the time from the Commencement Date to the Completion Date.
- 2.16. **Exhibition Application Form** means the online application form available at website/page to follow
- 2.17. **Exhibition Confirmation Form** means the form provided by the Exhibitor following receipt of the Offer from the Organiser.
- 2.18. **Event Fee** means the amount specified in the Exhibition Prospectus or as otherwise agreed with the Organiser.
- 2.19. **Exhibitor** means the entity or entities who applied to the Organiser to exhibit at the Event using the Exhibition Application Form, including co-exhibitors.
- 2.20. **Exhibition Kit** means the manual provided by the Organiser to the Exhibitor setting out, amongst other things, the rules and regulations for the conduct of the Event.
- 2.21. **Exhibitor Representatives** means the employees, contractors, servants, agents, invitees to the Event, consultants and any other representatives of the Exhibitor.
- 2.22. **Exhibition Prospectus** means the document labelled 'Australian Energy Producers 2025 Exhibition Prospectus' available at <https://energyproducersconference.au/>.
- 2.23. **Invoice** means an invoice issued by the Organiser to the Exhibitor which specifies the Event Fee payable by the Exhibitor to the Organiser for the Event.
- 2.24. **Lawful Directions** means any directions of the relevant Police Service, Fire Services, Emergency Services or related authorities or their duly authorised officers within the jurisdiction where the Event is located and/or the directions of the Organiser.
- 2.25. **Maximum Stand Height** means 2.4 metres high or in line with the provided shell wall height or as otherwise advised by the Organiser in writing.
- 2.26. **Offer** has the meaning given to that term in clause 4.1.
- 2.27. **On-Site Period** means the set up, Event Duration and pack down period at the Venue from 24 May to 30 May 2025.
- 2.28. **Operational Hours** means 8:00am–6:00pm AEST 27 May 2025 and 28 May 2025 and 8:00am–3:00pm AEST 29 May 2025.
- 2.29. **Organiser** means the Australian Energy Producers.
- 2.30. **Organiser Privacy Policy** means the privacy policy of the Organiser and it is available at <https://energyproducers.au/legal/privacy-statement/>.
- 2.31. **Parties** means the Organiser and the Exhibitor.
- 2.32. **Payments** means the Event Fee and any further payment required to be made by the Exhibitor as required by the Organiser.
- 2.33. **Personal Information** has the meaning given to that term under the *Privacy Act 1988* (Cth).
- 2.34. **Registrant** means individual described in the Registration Terms and Conditions found at <https://energyproducersconference.au/>.
- 2.35. **Registration Form** means the prescribed form available at <https://energyproducersconference.au/>.
- 2.36. **Stand** means the display pod, stand, booth or site allocated to the Exhibitor by the Organiser for exhibiting at the Event.
- 2.37. **Venue** means Brisbane Convention & Exhibition Centre, Cnr Merivale and Glenelg Streets, South Bank, Brisbane the state of Queensland.

- 2.38. **Venue Provider** means the Spotless Facility Services Pty Ltd as Managers of Brisbane Convention & Exhibition Centre.
- 2.39. **Venue Requirements** means the rules and regulations imposed by the Venue Provider in relation to exhibitions held at the Venue current on the dates of the Event.

3. Interpretation

- 3.1 In this Agreement, unless the context otherwise requires:
- a) headings are for convenience only and do not affect interpretation;
 - b) the singular includes the plural and vice versa;
 - c) a gender includes every gender;
 - d) a reference to a party, clause, schedule or annexure is a reference to a party and annexure to and a clause and schedule of, this Agreement and a reference to this Agreement includes any schedule and annexure;
 - e) a reference to the date of any termination is a reference to the date of the expiry of any period of notice of termination and a reference to termination is a reference to the termination of these terms;
 - f) mentioning anything after includes or including does not limit what else might be included;
 - g) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
 - h) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
 - i) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
 - j) if the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;
 - k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement;
 - l) a reference to dollars or \$ is to Australian currency; and
 - m) all references to time are to Queensland (QLD, Australia) time unless otherwise specified.

4. Acceptance of Exhibition Application Form

- 4.1. Following electronic lodgment of the Exhibition Application Form, the Organiser will assess the application and determine whether the Exhibitor is approved for the Event. If the application is approved, the Organiser will allocate a Stand site and offer it to the Exhibitor (**Offer**). It is a condition of the Offer that the Exhibitor must comply with the Venue Requirements.
- 4.2. If the Exhibitor wishes to accept the Offer, it must do so by completing and electronically submitting the Exhibition Confirmation Form within five (5) Business Days from the date of receipt of the Offer.
- 4.3. Upon the Organiser's acknowledgement of the receipt of the Exhibition Confirmation Form, the Exhibitor's booking will be deemed to be confirmed and their place at the Event reserved.
- 4.4. If the Organiser declines the Exhibition Application Form of an Exhibitor, the Organiser will provide written notice of its decision to the Exhibitor within a reasonable time-period.
- 4.5. The Organiser reserves the sole discretion as to whether or not to:
 - a) accept an Exhibition Application Form and the Exhibitor agrees and accepts that the Organiser's decision is final and not subject to challenge; and
 - b) accept any delayed submission of the Exhibition Confirmation Form.
- 4.6. The Organiser is not required to provide reasons for rejection of the Exhibition Application Form under this clause 4.
- 4.7. The Organiser will provide a copy of the Venue Requirements to each Exhibitor by email following receipt of the Venue Requirements from the Venue Provider. The Venue Provider is expected to provide the Organiser with the Venue Requirements by 01 December 2024.

5. Event Fee

- 5.1. The Event Fee is as set out in the Exhibition Prospectus; however, further fees may apply as detailed in these Exhibition Terms and Conditions.
- 5.2. The Exhibitor agrees to attend to Payment of the Event Fee in accordance with this Agreement and agrees that Payment remains the sole responsibility of the Exhibitor.
- 5.3. Payment of the Event Fee must be made as follows:
 - a) If the Exhibition Confirmation Form is received by the Organiser on or before 29 November 2024: 50% of the Event Fee must be paid within ten (10) Business Days of the date of the Invoice; and the remaining 50% of the Event Fee must be paid on or before 24 January 2025 (tax invoice provided).
 - b) If the Exhibition Confirmation Form is received by the Organiser on or after 30 November 2024, Payment must be made in full within ten (10) Business Days of the date of the Invoice.
- 5.4. In the event that the Exhibitor does not pay the Event Fee in accordance with this Agreement on the due date and does not rectify the breach within 15 days, the Organiser may by written notice, advise the Exhibitor that their place at the Event is no longer secured and upon issuing that notice to the Exhibitor, the Organiser may offer that place and Stand site to another Exhibitor.

6. Organiser's rights and covenants

- 6.1. In consideration of the Payments made by the Exhibitor to the Organiser, the Organiser grants a non-exclusive license to the Exhibitor to use the Stand for the Event Duration subject to these Terms.

7. Exhibitor's covenants

- 7.1. The Exhibitor agrees and warrants to observe and be bound by all the requirements and obligations set down by the Organiser in this Agreement for the conduct of the Event.

8. Stand Space

- 8.1. The Exhibitor and their exhibits and display stock or items are admitted to the Event, and shall only remain there solely on the condition of strict compliance with this Agreement.
- 8.2. Installation, set-up and dismantling of the Stand and any display stock, plant, equipment, fixtures, fittings, items or exhibits must conform to and be done within the timetable set by the Organiser.
- 8.3. In the event that an Exhibitor fails to comply with clause 8.2 and the Organiser reasonably determines that any delay in installation, set-up and dismantling of the Stand and any display stock, plant, equipment, fixtures, fittings, items or exhibits Stand causes:
 - a) a health or safety risk;
 - b) affects the general organisation of the Event;
 - c) adversely affects the reputation of the Organiser or Event; or
 - d) interferes with the use and enjoyment of the Venue by the other exhibitors or attendees of the Event,
 then in addition to any other rights set out herein, the Organiser reserves the right to remove the Exhibitor's display and exhibit entirely from the Event and charge the Exhibitor on a full cost-recovery basis the costs incurred by it in doing so and the full Event Fees.
- 8.4. The Exhibitor must:
 - a) not seek admission to the Stand outside of the On-Site Period unless prior consent has been granted in writing from the Organiser;
 - b) ensure that the Custom Stand Builder and any other parties engaged by the Exhibitor in the construction of a custom Stand comply with the terms of this Agreement;
 - c) erect its exhibits and display stock or items in a proper and workmanlike manner having regard to Applicable Laws and Lawful Directions within the allotted area of the Stand, not exceeding the Maximum Stand Height unless it has obtained prior written

- consent from the Organiser and within the deadlines for construction and erection as set out in the Exhibition Prospectus and Exhibition Kit;
- d) have the Stand manned by an authorised representative of the Exhibitor at all times during the Operational Hours of the Event;
 - e) not exhibit, display, supply or offer, or allow to be exhibited, displayed, supplied or offered from the Stand any goods or services not specifically listed in the Exhibition Application Form or otherwise approved in writing by the Organiser; and
 - f) remove the exhibits and display stock or items from the Event and leave the Stand in a clean and tidy condition, free from rubbish and debris prior to the end of the On-Site Period, but no sooner than the end of the Completion Date.
- 8.5. In addition to the rights in clause 18, the Organiser reserves the right in its sole and absolute discretion to alter the Stand space allocation and/or floor plan of the Event or to change the Venue for the Event, in which event the Organiser agrees to provide reasonable notice to any Exhibitor affected by any such alteration. If the allocation of the Stand space is reduced by more than 20% and/or the location of the changed Venue is outside of the State in which the Venue is located, then the Exhibitor is entitled to cancel its booking within five (5) Business Days after receiving notification from the Organiser, and upon such cancellation, the Exhibitor will receive a full refund of Payments paid to the Organiser. If the Exhibitor does not provide any notice of its cancellation within the five (5) Business Day period, then the Exhibitor will be deemed to have accepted the changes proposed by the Organiser. For any change to Stand space that is 20% or less, the Exhibitor will be eligible for a prorata reduction in its Event Fee. The Exhibitor acknowledges and agrees that the reduction in fees or refunds offered under this clause 8.5 is the sole and exclusive remedy for Organiser's changes to the Event.
- 8.6. Any amounts incurred by the Organiser under this clause 8 are incurred as a liquidated debt which is recoverable by the Organiser in its sole discretion.

9. Reduction of Stand Space by Exhibitor

- 9.1. The Organiser, without prejudice to any other rights under this Agreement, shall agree to reduce an Exhibitor's Stand space at the Exhibitor's request if a request is received in writing by the Organiser prior to the Cancellation Date and the Exhibitor agrees to the financial implications as listed in 9.2a and 9.2b.
- 9.2. If the Exhibitor requests a reduction in Stand space by a specified area (**Surrendered Area**) in accordance with clause 9.1, then:
- a) if the reduction request is presented in writing on or before the 19 February 2025, the Organiser will retain 50% of the Payments referable to the Surrendered Area (which in any event may not exceed 50% of the allocated Stand space) by way of liquidated damages;
 - b) if the reduction request is presented in writing on or after 20 February 2025, 100% of the Payments referable to the Surrendered Area that is being cancelled will be retained by the Organiser by way of liquidated damages, and not by way of penalty.
- 9.3. The Exhibitor agrees not to claim a refund of Payments unless entitled, subject to the conditions of the preceding subclauses.

10. Exhibitor incurred costs

- 10.1. The Exhibitor must arrange and pay all costs associated with:
- a) shipping its items to and from the Venue or site including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
 - b) the lawful removal and/or disposal of its property from the Venue;
 - c) the staffing of its Stand; and
 - d) the disposal of its Stand if it is not being repurposed (disposal fees apply).

11. Security

- 11.1. The Exhibitor and all Exhibitor Representatives must abide by the health, safety and security measures put in place by the Organiser and Venue Provider for the Event, including by providing full and accurate information on registration.

12. Directions

- 12.1. The Exhibitor agrees to comply with the reasonable directions of the Organiser and its authorised staff in relation to the hours of access to the Stand and the Event, and the Event's Operational Hours.
- 12.2. The Exhibitor agrees to comply with the reasonable directions of the Organiser during the On-Site Period.

13. Breach of Agreement

- 13.1. Either party may terminate this Agreement with immediate effect by giving written notice, if the other party commits a material breach of this Agreement that is incapable of remedy, or if the other party fails to rectify the breach within the timeframe required by the non-breaching party (acting reasonably) in its notice.
- 13.2. The Exhibitor agrees that time is of the essence under this Agreement and any delay in Payments will be treated as a material breach.
- 13.3. The Exhibitor agrees to pay interest to the Organiser at the rate of 10.00% per annum as a liquidated debt for all monies overdue and unpaid during the period of the default in the event that the Exhibitor defaults in payment of any money due under this Agreement.
- 13.4. Subject to the above subclauses, the Organiser reserves its rights in their entirety.

14. Assignment

- 14.1. The Exhibitor must not assign any of its rights to the Stand or allow any other person or company or entity to exhibit or display in the Stand without prior written consent obtained from the Organiser.

15. Insurance

- 15.1. Exhibitors must at their own expense, effect and keep current at all times during the On-Site Period and the Event a public risk and property damage insurance policy for an insured sum not less than \$20,000,000.00 in respect of its Stand. Exhibitors must also effect and keep current a workers compensation insurance in relation to all employees and contractors attending the Event (and working at its Stand or otherwise) as required by Applicable Law.
- 15.2. The Exhibitor must provide the Organiser with a Certificate of Insurance on or before 17 March 2025 evidencing its compliance with clause 15.1. The Organiser reserves the right to cancel the Exhibitor's booking and retain any Payments already made, if no Certificate of Insurance is presented to the Organiser by 17 March 2025.

16. Cancellations and refunds

Cancellation by the Organiser

- 16.1. The Organiser reserves the right to cancel or postpone the Event at any time, in the event:
 - a) it receives an insufficient number of registrations;
 - b) restrictions arising from federal or state government legislation/regulations would prevent the Event from proceeding in a profitable manner or otherwise prevent participants from attending due to border closures/restrictions; or
 - c) for any other reasonable grounds, as determined by the Organiser.
- 16.2. If the Event is cancelled or postponed in accordance with clause 16.1, subject to clause 16.3 and Applicable Laws, the maximum liability of the Organiser is limited to a refund of any Payments made under this Agreement.
- 16.3. The Organiser, to the fullest extent permissible under law and subject to clause 16.2, will not be liable for damage, loss or additional costs incurred by the Exhibitor arising out of the cancellation including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.

Cancellation by an Exhibitor

- 16.4. The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of an Agreement with an Exhibitor at the Exhibitor's request if a request is

received in writing by the Organiser on or before making the first due Payment of the Event Fee on the required date.

- 16.5. The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of an Agreement with an Exhibitor at the Exhibitor's request if all of the following conditions are met:
- a) the request is received in writing by the Organiser; and
 - b) the reason given for the request for the cancellation is, in the opinion of the Organiser, reasonable and well founded as determined by the Organiser acting in its sole discretion.
- 16.6. If the Exhibitor requests a cancellation in accordance with clause 16.5, and:
- a) if the cancellation is presented in writing on or before the Cancellation Date, then the Organiser may retain (or Invoice for) 25% of the Event Fees by way of liquidated damages for standard booth bookings and 30% of the Event Fees by way of liquidated damages for premium booth bookings;
 - b) if the cancellation is presented in writing after the Cancellation Date and on or before 25 February 2025, the Exhibitor may elect one of the following:
 - (i) The Organiser may retain (or Invoice for) 50% of the Event Fees by way of liquidated damages for standard booth bookings and 75% of the Event Fees by way of liquidated damages for premium booth bookings; and refund the balance of the Event Fees to the Exhibitor; or
 - (ii) 100% of the Event Fees can be applied to delegates attending the Event either in person or by online participation in line with advertised delegate registration fees; or
 - c) If notice of the cancellation is given on or after 26 February 2025, 100% of the Event Fees will be retained (or Invoiced) by the Organiser by way of liquidated damages, and not by way of penalty.
- 16.7. The Exhibitor agrees not to claim a refund of Payments unless notice of cancellation is given by the Organiser, subject to conditions of the preceding subclauses.

17. Termination of registration

- 17.1. The Exhibitor must pay the applicable fees and register each of the Exhibitor Representatives as a Registrant.
- 17.2. The Organiser reserves the right in its absolute discretion to deny entry and/or terminate the registration of any Registrant or other person who demonstrates behaviour or acts in a way that it deems to be inappropriate or presents an unreasonable risk to the health, safety and wellbeing of others.
- 17.3. In the event of a termination of a registration under clause 17.1 prior to the Commencement Date, the cost of the registration may be refunded to the Registrant at the sole discretion of the Organiser, but the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from a termination incurred under this sub-clause.
- 17.4. If a termination under clause 17.1 occurs during the On-Site Period or the Event then the Organiser reserves the right not to provide any refund of any registration fees and the Organiser will not be liable for any additional expenses or costs, whether direct or indirect, arising from a termination incurred under this clause 17.

18. Force majeure

- 18.1. The Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, pandemics, acts of God or any other event or cause beyond the control of the Organiser (other than State Govt lockdown or restrictions, which is covered by clause 19.1), or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause 18.1.
- 18.2. If the Event is cancelled due to any of the causes in clause 18.1, the Organiser shall refund the Payments made by the Exhibitor and will not be liable for any additional

expenses or costs, whether direct or indirect, arising from a termination incurred under this sub-clause.

19. State Lockdown on Organiser

- 19.1. If the Organiser is unable to deliver the Event at the Venue between the Commencement Date and Completion Date due to any official State Government lockdown or restrictions, the Organiser reserves the right, at its sole discretion, to:
- a) transfer the Event to a virtual event, retaining up to 25% of an Exhibitor's Event Fee to be applied towards costs already incurred by the Organiser for the Event. If the Organiser proceeds with a virtual event Exhibitors will be refunded a minimum of 75% of the Event Fee; or
 - b) postpone the Event to a later date after the lockdown or restrictions have ceased, transferring all Exhibitor bookings to the postponed date. If the Organiser proceeds with postponing the Event, the new date of the Event will be announced within 30 days of the date when the cessation of the lockdown or restrictions is announced by the relevant State Government; or
 - c) cancel the Event, in which case clauses 16.1 to 16.3 will apply.

20. Travel Restrictions on Exhibitors

- 20.1. If an Exhibitor is unable to travel to attend the Event due to travel restrictions which apply to the Exhibitor arising from any official State Government lockdown or restrictions:
- a) The Exhibitor must, in the first instance use reasonable means to locate interstate staff to manage/host the Stand at the Event.
 - b) The Exhibitor must, provide written evidence of the State Government lockdown or restriction that is impeding their full participation as an Exhibitor and place their request to cancel their Stand booking in writing.
 - c) In circumstances where the Exhibitor is unable to locate interstate staff to manage/host the Stand at the Event and 20.1b) has been provided the Organiser reserves the right to retain 25% of the Event Fees by way of liquidated damages and provide the Exhibitor with full virtual access to the Event as well as two (2) full delegate virtual registrations per 9sqm Stand space booked by the Exhibitor.

21. Indemnity

- 21.1. The Exhibitor, to the fullest extent permissible under law, indemnifies and releases the Organiser, its employees, contractors and agents from and in relation to all actions, suits, proceedings, losses, claims, demands and costs (**Claim**) which may be brought against the Organiser, its employees, contractors and agents by any person, firm or entity for all damage, loss, injury (including death), costs or expenses caused directly or indirectly to or suffered by any person, firm or entity as a result of or arising out of:
- a) any breach of this Agreement by the Exhibitor including any default by the Exhibitor under any of the documents listed in clause 1.3 of the Agreement;
 - b) the Exhibitor's use of the Stand or participation in the Event in any manner that is contrary to any requirement of the Agreement, is negligent, or is contrary to any law, regulation, mandatory standard or Lawful Direction;
 - c) any act or omission of any one or more of the Exhibitor Representatives;
 - d) any claim that the Organiser's use of any property, material, information or content provided by the Exhibitor breached any third party intellectual property, except to the extent that any such Claim is caused by the Organiser.
- 21.2. The indemnity contained in clauses 21.1 includes any costs incurred by the Organiser (including legal costs on a full indemnity solicitor/client basis) in defending any actions, proceedings, claims and demands or being represented at proceedings, inquiries or inquests.

22. Limitation of Liability

- 22.1. **Non-excludable Terms:** The Australian Consumer Laws (ACL) provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights an

Exhibitor may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in this Agreement which shall be read down to the extent necessary to comply with the ACL and this Agreement shall otherwise apply to the fullest extent legally permissible. To the extent that any consumer guarantee is imposed by the ACL on goods or services provided by the Organiser under this Agreement, the liability of the Organiser under that guarantee is limited to the fullest extent permissible under law including the ACL, at the option of the Organiser, to any one or more of the following:

- a) the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services;
- b) the repair of such goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again; or
- d) the payment of the cost of having the goods repaired.

22.2. **Exclusion of indirect loss:** To the fullest extent permissible under law, other than for indemnities in clause 21.1, neither party will be liable for any indirect or consequential damages, including loss of profit and any damage to reputation, arising out of a breach of this Agreement or otherwise relating to or arising from the Event.

22.3. **Limitation of Liability**

- a) The Exhibitor agrees and covenants not to seek any damages, compensation or loss as against the Organiser for any change or restriction in the position or dimensions of the Stand allotted to the Exhibitor, or for the postponement, cancellation or delay in opening or premature closing of the Event, changes in the hours of opening of the Event, the failure of light and or power or other services or amenities to the Event where the action or inaction of the Organiser is not the cause of such damages, compensation or loss, to the fullest extent permissible under the Applicable Laws.
- b) To the fullest extent permissible under law, the liability of each party for all claims and losses arising out of or in connection with Agreement, whether in contract, tort (including negligence) or any other basis in law or equity, is limited to an amount equal to the Event Fees paid or payable by the Exhibitor under the Agreement, subject to clause 21.

23. **Confidentiality**

23.1. **Obligation of confidence.** Each party (**Recipient**) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 23.

23.2. **Permitted use.** The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to exercise its rights and obligations under the Agreement.

23.3. **Permitted disclosures.** The Recipient may disclose Confidential Information of the Discloser:

- a) to the Affiliates, personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause 23; and
- b) with the prior written consent of the Discloser.

To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is an organiser or exhibitor of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

24. **Privacy**

24.1. The Organiser is concerned with the protection of the Exhibitor Representatives' privacy.

24.2. The Organiser acknowledges and abides by its obligations under the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)* and handles the Personal Information of the Exhibitor Representatives in accordance with the Organiser Privacy Policy.

- 24.3. Subject at all times to its obligations under law and under the Organiser Privacy Policy, by registering for this Event, each individual applicant and Exhibitor consents, and the Exhibitor must procure the consents of its Exhibitor Representatives, to:
- a) the collection, use, disclosure and storage of their relevant details and Personal Information by the Organiser as set out in this clause 23;
 - b) the provision of a delegate list to all exhibition participants which will include Personal Information including name, position and organisation, and to the release of certain information to parties directly related to the exhibition including sponsors;
 - c) use of information, including Personal Information collected for marketing and promotion purposes, including details of any future events and services hosted by the Organiser.

25. Exhibitor Representatives

- 25.1. Any rights conferred upon the Exhibitor are deemed to have been conferred upon the Exhibitor and Exhibitor Representatives and any breach of this Agreement by any Exhibitor Representative constitutes a breach of this Agreement by the Exhibitor.

26. Further Assurances

- 26.1. Each Party covenants to, upon request of any other Party to this Agreement, give any consent, do anything or act and execute any document as may be reasonably necessary to give full effect to this Agreement and it is hereby agreed that none of the covenants or warranties contained in this Agreement shall merge on completion.

27. Notices

- 27.1. A notice or other communication including, but not limited to, a request, demand, consent or approval to be made or given to or by a party to this Agreement:
- a) must be in writing unless expressly specified otherwise;
 - b) must be legible and in English;
 - c) must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that party;
 - d) must be delivered by hand (including courier delivery) or posted by prepaid post to the address of the addressee, sent by facsimile to the facsimile number of the addressee, or emailed to the email address of the addressee as notified by that party to the other parties from time to time;
 - e) is deemed to be duly given or made; in the case of a prepaid posted letter, on the third (or fifth, if posted to or from a place outside Australia) Business Day after posting;
 - (i) in the case of a facsimile sent on a Business Day, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
 - (ii) in the case of delivery by hand on a Business Day, on delivery; and
 - (iii) in the case of email on a Business Day, at the time it was sent unless a failed transmission report is received by the sender,
 - (iv) but, if delivery or receipt is on a day other than a Business Day or is later than 5:00pm (local time) in the place of receipt, it will be deemed to have been duly given or made at 9:00am on the next succeeding Business Day in that place; and
 - f) in the case of a facsimile transmission, is regarded as legible unless the addressee telephones the sender within two hours after the transmission is deemed to be received and informs the sender that it is not legible.

28. Jurisdiction

- 28.1. This Agreement shall be construed in accordance with and governed by the laws of the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory.
- 28.2. If any doubt, difficulty or dispute shall arise in respect of the interpretation meaning or effect of this Agreement or any part thereof or of the respective rights and duties of the

parties to the Agreement then the dispute shall be submitted to arbitration under the provisions of the *Commercial Arbitration Act 2017* (ACT), save that the parties shall be entitled to legal representation.

29. Entire Agreement

29.1. This Agreement embodies the entire understanding of the parties and no representation, promise or term shall be deemed to form part of the agreement between the parties save to the extent that the same is embodied in this Agreement.

30. Variations

30.1. No agreement as between the parties varying or amending this Agreement shall have any force or effect unless it is committed to writing and signed by the parties.

31. Relationship

31.1. The parties agree that nothing in this Agreement shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between them.

32. Severability

32.1. If any clause or part thereof in this Agreement becomes invalid or is rendered unenforceable or prohibited then such clause(s), or part thereof, will be severable without invalidating or affecting the validity of the remainder of this Agreement, which shall continue in full force and effect.

33. Survival on termination

33.1. Clauses 21, 22, 23, 24, 25, 28, and any other clauses which should by their nature survive termination of the Agreement, survive termination of this Agreement for any reason.