

Sponsorship Terms & Conditions

Event Agreement

- A. 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.
- B. The Sponsor wishes to sponsor the Event.

1. Agreement Formation

1.1 These Sponsorship Terms and Conditions are to be read in conjunction with the Sponsorship Application Form, the Sponsorship Guidelines and the Sponsorship Prospectus. In the event of any inconsistency, the following order of precedence applies to the extent of any inconsistency:

- a. the Sponsorship Terms and Conditions;
- b. Sponsorship Guidelines;
- c. Sponsorship Prospectus; and
- d. Sponsorship Application Form.

C. Upon receipt by the Organiser of the Sponsorship Confirmation from a Sponsor by, an Agreement is formed between the Organiser and the Sponsor on the terms and conditions identified in this document.

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 Sponsorship Terms and Conditions, the Sponsorship Application Form, the Sponsorship Guidelines and the Sponsorship Prospectus.

2.4 **Australian Energy Producers** means the Australian Energy Producers Limited ACN 000 292 713 and its directors, officers, employees, and contractors.

2.5 **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.

2.6 **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 11 December 2026.

2.8 Commencement Date means Monday 17 May 2027.

2.9 Completion Date means Thursday 20 May 2027.

2.10 Confidential Information means any information:

- a. relating to the business of the Sponsor or the Event;
- b. of the Organiser or the Sponsor which is designated by the respective owner as confidential; or
- c. of the Organiser or the Sponsor which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential,
- d. which is disclosed by the Organiser or the Sponsor to the other, directly or indirectly, or otherwise comes to the knowledge of that party in relation to or in connection with this Agreement, whether that information is in oral, visual or written form or is recorded or embodied in any other medium.

2.11 Confirmed Sponsorship means a sponsorship where a Sponsor has, following a Sponsor Application Form being lodged with the Organiser, been offered a specific Sponsorship Package and accepted it by providing a Sponsorship Confirmation to the Organiser.

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 Event means the Australian Energy Producers 2027 Conference & Exhibition event.

2.14 Invoice means an invoice issued by the Organiser to the Sponsor which specifies the Sponsorship Fee payable by the Sponsor to the Organiser for the Event.

2.15 Intellectual Property means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967.

2.16 Offer has the meaning given to that term in clause 4.2.

2.17 Organiser means Australian Energy Producers Limited ACN 000 292 713.

2.18 Organiser Privacy Policy means the privacy policy of the Organiser and it is available at <https://energyproducers.au/privacy-statement>.

2.19 Parties means the Organiser and the Sponsor.

2.20 Payments means the Sponsorship Fee and any further payment required to be made by the Sponsor as required by the Organiser.

2.21 Personal Information has the meaning given to that term under the *Privacy Act 1988* (Cth).

2.22 **Registrant** means individual described in the Registration

Terms and Conditions found at <https://energyproducersconference.au/>.

2.23 **Registration Form** means the prescribed form available

at <https://energyproducersconference.au/>.

2.24 **Related Bodies Corporate** has the meaning provided in the *Corporations Act 2001* (Cth).

2.25 **Sponsor** means the entity sponsoring the Australian Energy Producers 2027 Conference & Exhibition or a part of that Event.

2.26 **Sponsor Representatives** means the employees, contractors, servants, agents, invitees to the Event, consultants and any other representatives of the Sponsor.

2.27 **Sponsorship Application Form** means the form available

at <https://energyproducersconference.au/>.

2.28 **Sponsorship Confirmation** has the meaning given in clause 4.3.

2.29 **Sponsorship Fee** means the relevant amount payable under the Sponsorship Prospectus, based on the applicable Sponsorship Package, or as agreed with the Organiser.

2.30 **Sponsorship Guidelines** means the Australian Energy Producers Conference Sponsorship Guidelines available at <https://energyproducersconference.au/>, as amended from time-to-time.

2.31 **Sponsorship Package** means the item applied for in the Sponsorship Application Form.

2.32 **Sponsorship Prospectus** means the Australian Energy Producers 2027 Sponsorship Prospectus available at <https://energyproducersconference.au/>, as amended from time-to-time.

2.33 **Venue** means the Perth Convention and Exhibition Centre 21 Mounts Bay Rd, Perth Western Australia 6000, Australia in the State of Western Australia.

2.34 **Venue Provider** means Spotless Facility Services Pty Ltd as Managers of Perth Convention and Exhibition Centre (PCEC).

2.35 **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 Agreement;
- 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. the schedules prevail in the event of any conflict between the clauses and the schedules;
- k. 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;
- l. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement;
- m. a reference to dollars or \$ is to Australian currency; and
- n. all references to time are to Western Australia (WA, Australia) time.

4. Applications

4.1 Applications are handled in accordance with the Sponsorship Guidelines and Sponsorship Prospectus.

4.2 All Sponsors are required to lodge their preferences for Sponsorship Packages using the online Sponsorship Application Form. The Organiser will assess the Sponsorship Application Form and determine which of the Sponsor's preferred Sponsorship Packages are approved (if any). If the Sponsor is successful in obtaining any of its preferences, then the Organiser offers the allocated Sponsorship Package to the Sponsor (**Offer**). It is a condition of the Offer that the Sponsor must comply with the Venue Requirements.

4.3 If the Sponsor wishes to accept the Offer, it must provide written notice of its acceptance to the Organiser no later than five (5) Business Days from the date of receipt of the Offer (**Sponsorship Confirmation**).

4.4 On receipt of the Sponsorship Confirmation by the Organiser, the Sponsorship Package will be deemed to be a Confirmed Sponsorship.

4.5 All Sponsors with a Confirmed Sponsorships are required to pay the Sponsorship Fee as set out under clause 5.

4.6 The Organiser retains the express right to reject any Sponsor that it deems inappropriate or unsuitable in its sole discretion.

4.7 The Sponsor must directly submit the Sponsorship Application Form for its own benefit and the Organiser reserves the right to reject any Sponsorship Application from any agent purportedly acting on behalf of a Sponsor unless otherwise agreed in writing between the Parties or with the prior written consent of the Organiser.

4.8 The Organiser is not required to provide reasons for any decisions it makes under this clause.

4.9 The Organiser will provide a copy of the Venue Requirements to each Sponsor 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 2026.

5. Sponsorship Fees

5.1 The Sponsorship Fee is as set out in the Sponsorship Prospectus; however, further fees may apply as detailed in these Sponsorship Terms and Conditions.

5.2 The Sponsor agrees to make the Payments in accordance with this Agreement.

5.3 Upon receipt of the Sponsorship Confirmation, the Organiser will issue an Invoice for 50% of the Sponsorship Fee which must be paid by the Sponsor within ten (10) days of the Invoice date.

5.4 The balance of the Sponsorship Fee is payable by the Sponsor to the Organiser on or before 8 January 2027. If the sponsorship package is booked on or after the 1 January 2027, 100% of the Sponsorship Fee must be paid within ten (10) days of the Invoice date.

5.5 The terms of payment on the Invoice may only be altered as agreed in writing by the Organiser.

5.6 For the avoidance of doubt, the Sponsorship Fee does not include speaking positions, conference registrations or access to delegate lists unless expressly confirmed in writing as a Sponsor benefit to the Sponsor by the Organiser.

6. Sponsor intellectual property

6.1 The Sponsor must provide an image of their logo in the format required by the Organiser and other details as required (e.g. contact details, trademarks etc.) to the Organiser within ten (10) days of the sponsorship becoming a Confirmed Sponsorship.

6.2 The Sponsor:

- a. grants to the Organiser a non-exclusive royalty-free licence to use any of the Sponsor's name, logo and other Intellectual Property to promote and market the Event;
- b. warrants that it owns, or is licensed to use and sublicense the use of, the Sponsor's Intellectual Property in Australia;
- c. warrants that any Sponsor content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor:
 - i. shall comply with any specifications stated by the Organiser;
 - ii. is truthful and accurate in all respects with all Applicable Laws (including the provisions of the ACL and any relevant State or Territory law); and
 - iii. complies at all times with this Agreement.

6.3 The Sponsor must comply with any brand guidelines or other reasonable directions provided by the Organiser when using the Organiser's Intellectual Property, and only use it in promotional material for the Event that had been approved by the Organiser before release.

7. Sponsor obligations

7.1 The Sponsor now 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.

7.2 The Sponsor must exercise the rights and pursue the opportunities granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of the Organiser and the Event and in compliance with all applicable laws, regulations and industry standards.

7.3 Only the Sponsor may exercise the rights granted under this Agreement. For the avoidance of doubt, these rights may not be exercised by Related Bodies Corporate, agent or contractor of the Sponsor without the prior written consent of the Organiser.

8. Sponsorship materials

8.1 All sponsorship materials must be submitted to the Organiser as directed by the Organiser

9. Sponsorship options

9.1 Sponsors may apply for sponsorship of single or multiple Sponsorship Packages. Should the Sponsor be interested in sponsoring an arrangement not listed within the Sponsorship Prospectus then it may contact the Organiser to discuss possible preferences.

9.2 The Organiser may offer alternative Sponsorship Packages under this clause 9 in its absolute discretion.

10. Logo printing

10.1 In order to limit costs, the Organiser may print the Sponsor logos in black and white, or with the prior written consent of the Sponsor, limit the number of colours used to print Sponsor logos.

11. Breach of Agreement

11.1 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.

11.2 Upon termination of this Agreement in accordance with clause 11.1, Sponsor will immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise any Sponsor owned content in relation to the Event,

11.3 The Sponsor agrees that time is of the essence under this Agreement and any delay in paying the Sponsorship Fee will be treated as a material breach.

11.4 The Sponsor agrees to pay interest to the Organiser at the rate of 10% per annum as a liquidated debt for all monies overdue and unpaid during the period of the default in the event that the Sponsor defaults in payment of any money due under this Agreement.

11.5 Subject to the above subclauses, the Organiser reserves its rights in their entirety.

12. Assignment

12.1 Sponsors may not sublet, assign, apportion or otherwise transfer any part of the Event or item(s) sponsored, nor represent, advertise or distribute literature or materials for the products or services of any other entity, without the prior written consent of the Organiser.

12.2 Consent under this clause may be granted or withheld in the Organiser's absolute discretion.

13. Cancellation and refunds

Cancellation by the Organiser

13.1 The Organiser reserves the right to cancel the Event 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.

13.2 If the Event is cancelled in accordance with clause 13.1, subject to clause 13.3 and Applicable Laws, the maximum liability of the Organiser is limited to a refund of any Payments made under this Agreement.

13.3 The Organiser, to the fullest extent permissible under law and subject to clause 13.2, will not be liable for damage, loss or additional costs incurred by the Sponsor arising out of the cancellation including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.

Cancellation by the Sponsor

13.4 If a Sponsor wishes to cancel a Confirmed Sponsorship, then the Organiser shall retain the following monies by way of liquidated damages and not by way of penalty:

- a. 50% of the Sponsorship Fees in relation to a cancellation request for a Confirmed Sponsorship that fulfils the conditions in clause 13.5; and
- b. 100% of the Sponsorship Fees for the cancelled Confirmed Sponsorship if:
 - i. the Organiser is unable to on-sell the sponsorship prior to the Cancellation Date despite using its best endeavours; or
 - ii. the Sponsor does not fulfil any of the conditions in clause 13.5.

13.5 The Organiser, without prejudice to any other rights under this Agreement, shall agree to a cancellation of Confirmed Sponsorship at the Sponsor's request if and only if all of the following conditions are met:

- a. request is received in writing by the Organiser on or before 5:00pm AWST on the Cancellation Date; and
- b. the Organiser is able to successfully on-sell the Confirmed Sponsorship prior to the

Cancellation Date; and

c. 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.

13.6 The Sponsor agrees not to claim a refund of Payments unless notice of cancellation is given by the Organiser, subject to conditions of the preceding subclauses.

14. Confidentiality

14.1 **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 14.

14.2 **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.

14.3 **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 14; and
- b. with the prior written consent of the Discloser.
- c. To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is an organiser or sponsor of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

15. Privacy

15.1 The Organiser is concerned with the protection of the Sponsor Representatives' privacy.

15.2 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 Sponsor Representatives in accordance with the Organiser Privacy Policy

<https://energyproducers.au/privacy-statement>.

15.3 Subject at all times to its obligations under law and under the Organiser Privacy Policy, by registering for this Event, each individual applicant and Sponsor consents, and the Sponsor must procure the consents of its Sponsor Representatives, to:

- a. the collection, use, disclosure and storage of their relevant details and Personal Information by the Organiser as contemplated under this Agreement; and
- b. use of information, including Personal Information collected for marketing and promotion purposes, including details of any future events and services hosted by the Organiser.

16. Force Majeure

16.1 The Organiser will not be liable to the Sponsor 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, pandemics, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser (other than State Government lockdown or restrictions, which is covered by clause 17.1), or if the attendance at the Event is adversely impacted by any of the causes nominated by this clause.

16.2 If the Event is cancelled due to any of the causes in clause 16.1, the Organiser shall refund the Payments made by the Sponsor and will not be liable for any additional expenses or costs, whether direct or indirect, arising from a termination incurred under this sub-clause.

17. Western Australia State Lockdown

17.1 If the Organiser is unable to deliver the Event at the Venue between the Commencement Date and the Completion Date due to any official Government lockdown or restrictions, the Organiser reserves the right, at its sole discretion to:

- a. transfer the Event to a virtual event, transferring all Sponsorship bookings to the revised date and format. The Organiser will use all commercially reasonable endeavours to advertise the Sponsors of the Event via the virtual platform and it will retain up to 25% of the Sponsorship Fee. Communications will take place on a case-by-case basis between the Organiser and the Sponsor;
- b. postpone the Event to a later date after the lockdown or restrictions have ceased, transferring all Sponsorship 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 13.1 to 13.3 will apply.

18. Indemnity

18.1 The Sponsor, 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 Sponsor including any default by the Sponsor under any of the documents listed in clause 1.1 of the Agreement;
- b. the Sponsor's sponsorship 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 Sponsor Representatives; or
- d. any claim that a use by the Organiser of the Sponsor's Intellectual Property or any other information provided by the Sponsor infringes the Intellectual Property rights of a third party.

18.2 The indemnity contained in clause 18.1 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.

19. Liability

19.1 **Non-excludable Terms:** The Australian Consumer Law (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 a Sponsor 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.

19.2 **Exclusion of indirect loss:** To the fullest extent permissible under law, other than for indemnities in clause 18, neither party will be liable for any indirect or consequential damages, including any 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.

19.3 Limitation of Liability

- a. The Organiser, to the fullest extent permissible under law, will not be liable for any Claim from, or damage or loss to, the Sponsor or any of its Sponsor Representatives' person or property including by fire, theft, accident, or any other cause, except to the extent caused or contributed to by the Organiser.
- 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 Sponsorship Fees paid or payable by the Sponsor under the Agreement, subject to clause 18.

20. Sponsor Representatives

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

21. Further Assurances

21.1 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.

22. Notices

22.1 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;
- i. must be delivered by hand (including courier delivery) or posted by prepaid post to the address 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;
- d. is deemed to be duly given or made;
- i. 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;
- 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.

23. Jurisdiction

23.1 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.

23.2 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.

24. Entire Agreement

24.1 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.

25. Variations

25.1 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.

26. Relationship

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

27. Severability

27.1 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.

28. Survival on termination

28.1 Clauses 6, 14, 15, 18, 19, 20, 23, and any other clauses which should by their nature survive termination of the Agreement, survive termination of this Agreement for any reason.