CWF2027 Exhibitor Terms & Conditions

DEFINITIONS

- Australasian Talent Conference Pty Ltd ACN 121 579 833 also known as ATC Events & Media ("ATC Events & Media") as trustee for the ATC Unit Trust ABN 12 659 624 945 ("ATC")
- The Sponsor/Exhibitor/Partner also known as "Client"
- Contingent Workforce Forum also known as "Event" or "Conference" or "CWF2027"
- Exhibitor Application also known as "Application"

1. AGREEMENT TO TERMS, CONDITIONS AND RULES

(A) The Client agrees to observe and abide by the Terms and Conditions set forth below and by such additional Terms, Conditions, Policies and Rules made by ATC Events & Media on notice to the Client from time to time with respect to the Client's proposed exhibit of and attendance at any event or conference.

(B) The Application to which these Terms and Conditions are annexed, these Terms and Conditions, including all documents incorporated herein by reference and those specific terms of such additional Terms, Conditions, Policies and Rules made by ATC that are either consistent with these Terms and Conditions constitute the entire agreement between ATC and the Client relating to the subject matter hereof ("Agreement"), and supersede all prior agreements and understandings between them, whether written or oral.

(C) The Client agrees to sign the CWF2027 Exhibitor Terms and Conditions electronically and may opt-in to request for a paper form Agreement.

(D) The Client acknowledges that the electronically signed Agreement forms a part of the CWF2027 Exhibitor Package Application and Agreement.

(E) Each party agrees that **electronic signatures**, whether digital or encrypted, of the parties included in this Agreement, have the same force and effect as manual signatures.

2. FEE AND PAYMENT SCHEDULE

(A) The fees payable by Client are $9,500 + GST. The fees shall be paid in Australian dollars and be invoiced and payable fourteen (14) days from date of invoice.

(B) If the Client does not pay the fees in full by the due date for payment, ATC may at its discretion revoke the Client's assigned exhibitor package, status, and privileges stated in the Application and reassign the exhibitor package to other applicants. Any deposits or part payments paid by the Client shall be forfeited in such event. In all cases, no Client shall be allowed to attend, speak, or display its banners at the Event unless the invoice has been fully paid in accordance with its terms.

(C) If the Client fails to participate in the event or notifies ATC that they no longer wish to participate in the Event, the Client shall not be entitled to any refund of the fees already paid and shall remain liable to pay ATC 100% of any outstanding and unpaid fees and this obligation shall survive cancellation.

3. EXHIBIT SPACE

(A) An exhibitor space will be assigned by ATC to the Client. The Exhibit Space will come with a dressed trestle table and chairs. Any specific requirements for specific elements must be requested in writing, will remain subject to ATC's prior written approval, and may attract additional fee(s).

(B) All electrical equipment such as laptops, monitors and charges brought onto the Event Building by the Client must be tested and tagged and meet the requirements of all applicable laws and regulations.

(C) The Client is responsible for bringing their branding such as a pull up banner. Merchandise, signs, decorations, or display fixtures shall not be glued, taped, nailed, or tacked to walls or any other fixed internal surfaces. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or projected above or beyond the limits of Exhibit Space.

(D) The Client must obtain from all persons who have moral rights conferred by the Copyright Act 1968 (Cth) in connection with any promotional materials which it uses under this Agreement for the purposes of the Event, all necessary written consents such that the use of the materials in the manner contemplated by this Agreement or in any other way by the Client, its licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright in the materials will not infringe any person's moral rights.

4. BUMP IN/OUT AND EVENT HOURS AND DATE

(A) Bump in starts at 8:00am (AEDT) on Thursday, 18th March 2027. If the Client wishes to include branding in their Exhibit Space, the Client can bring branded banner/s to display in the Exhibit Space along with merch or prizes.

(B) Bump out and dismantling of banners must be completed within one hour of the completion of the entire Event. This includes removal of all merchandise, signs, decorations, displays, etc. Any bump out exceeding the agreed time will be a minimum charge of AU$300 (including GST) per half hour or part thereof and be invoiced and payable fourteen (14) days from date of invoice.

(C) All Exhibits must be open for business during all exhibit hours, and no dismantling or packing may be started before the official closure of the Event irrespective of whether this Agreement is terminated earlier.

5. PRIVACY

(A) In this Agreement, "Privacy Laws" means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage, and transmission of "Personal Information" (as defined in the Privacy Laws) which is applicable to a party in the performance of its obligations under this Agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

(B) ATC warrants that it will comply with the Privacy Laws and has obtained the consent of delegates to have their Personal Information disclosed to the Client and to being contacted by the Client for marketing purposes. ATC's full privacy policy can be viewed here.

(C) If ATC discloses Personal Information to the Client for the purposes of or in connection with this Agreement, the Client will:
(i) conform with its statutory obligations under the Privacy Laws;
(ii) immediately notify ATC if it becomes aware of any unauthorised access to, or unauthorised disclosure of, such Personal Information, and provide advice as to whether it considers that such security breach may result in serious harm to any individual to whom the information relates;
(iii) comply with any directive from ATC as to which party will discharge any mandatory reporting obligation arising from the incident;
(iv) conduct or assist ATC in conducting a reasonable and expeditious assessment of the breach or suspected breach; and
(v) ensure compliance with all mandatory data breach reporting obligations arising out of the breach or suspected breach.

6. LIMITATION OF LIABILITY AND INDEMNITY

(A) Neither ATC nor the owners or lessee's of the Event facility or lessee's of the centre ("Centre Proprietors") nor any of their officers, agents, employees or other representatives shall be held liable for and they are hereby released (to the extent permitted by law) from, liability for any indirect, incidental, special, indirect or punitive damage, loss, harm or injury to the person or property of the Client or any of its related bodies corporate, officers, agents, employees, or other representatives, howsoever arising (including in negligence).

(B) The Client agrees to indemnify, defend and protect each of the ATC and the Centre Proprietors against, and hold and save ATC and the Event Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of the Client, or any of its officers, agents, employees or other

representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from (i) any infringement of third party intellectual property rights including without limitation the unauthorised use of a trademark or copyright or (ii) the Client's non-compliance with any applicable laws and regulations, including Health, Safety and Workplace regulations.

(C) In no event shall ATC be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. The Client agrees that the liability of ATC for damages, regardless of the form of action, shall in any event be limited to the aggregate Fees paid under this Agreement.

7. FIRE RULES

The Client shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Event Building shall be emptied of contents. The Client shall not use flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. All wiring devices and sockets brought into the Event Building by the Client shall be in good condition and meet the requirements of all applicable laws and regulations.

8. OBSERVANCE OF LAWS

(A) The Client warrants that they have read, and will at all times observe and abide by the health guidelines as per the Australian Government Department of Health as varied from time to time.

(B) The Client shall abide by and observe all applicable laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Event Building.

9. CLIENT CONDUCT

The Exhibit Space shall not be used for entertainers or entertaining unless prior approval from ATC is provided in writing. The Client shall not lead attendees or buyers away from the event space. The Client shall not enter into another Client's space without invitation or when unattended. Neither the Client nor any of its representatives shall conduct themselves in a manner which is offensive to standards of decency or good taste.

10. INABILITY TO HOLD EVENT

If, because of war, pandemic, epidemic, public health concern, fire, strike, construction or renovation of the Event and/or Exhibit Facility, logistical problems, border closures, government regulation, public catastrophe, terrorist attack, act of God or the public enemy or other cause beyond the control of ATC, the Event or any part thereof is prevented from being held or the Event Building and/or Exhibit Space or any part thereof becomes unavailable (in the reasonable opinion of ATC), ATC shall use best endeavours to relocate or reschedule the Event and transfer all credit and inclusions afforded to the Client under this Agreement to a new location or rescheduled date. Should for any reason ATC not be able to relocate or reschedule the same or similar Event at a different time, ATC shall credit and transfer the full amount paid by the Client to a future ATC event and/or digital service offering. The Client acknowledges and agrees that it will not be entitled to any refund of fees or other amounts paid to ATC under this Agreement in the event the Event is relocated or rescheduled or transferred to a future ATC event and/or digital service offering by ATC for those reasons set out in this clause.

11. NOTICES

(A) Any notice given by a Client in connection with this Agreement must be in writing and must be addressed to ATC and either:
(i) hand delivered to, or sent by post to, the ATC's registered office, principal place of business or any other address ATC notifies in writing for the service of notices; or
(ii) sent by email to the email address ATC notifies in writing for the service of notices.

(B) A notice is taken to have been given:
(i) in the case of being hand delivered, on the date on which it is delivered;

(ii) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting; and
(iii) in the case of delivery by email, at the time sent unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

12. GOVERNING LAW; AMENDMENTS

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Victoria, Australia as if it is in an agreement made and to be performed entirely within Victoria, Australia. This Agreement may not be amended or modified except by written notice by ATC.

13. SEVERABILITY; WAIVER

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any ATC decision, selection of any course of action, or exercise of any right or remedy is at its sole option and the discretion and does not waive or prejudice ATC as to any other choice. ATC's failure at any time to require Client's strict compliance with any part of this Agreement shall not thereafter waive or reduce ATC's right to require strict compliance with the same or any other provision of the Agreement.

14. RELATIONSHIP

Nothing contained or implied in this Agreement constitutes a party, the partner, agent, or legal representative of the other party for any purpose, or creates any partnership, employment, agency, or trust. Neither ATC nor the Client has the authority to bind the other party in any way.

15. CONFIDENTIALITY

The Client agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from ATC as a result of discussions, negotiations and other communications with ATC in relation to its products or services, this Agreement and the Event.