

Engineering, Innovation, and Technology Forum

20–22 August 2024



EXHIBITION AGREEMENT

MCI AUSTRALIA PTY LIMITED (ABN 76 108 781 988) (“MCI”)

and

THE EXHIBITOR (“Exhibitor”)

BACKGROUND:

- A.** MCI has been engaged by the Host to provide certain event-management services in respect of the Event.
- B.** MCI is engaged by the Host to provide the event-management services on the basis that:
 - (i) MCI will contract with exhibitors as a principal, ie, in its own name; and
 - (ii) MCI will receive and manage revenues generated by the Event, including but not limited to Exhibition Fees.
- C.** The Exhibitor wishes to exhibit its products or services at the Event and has submitted an Application Form to MCI, setting out particulars of its proposed Exhibition.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

Where used in this Agreement the following expressions have the following respective meanings:

Expression	Meaning
Agreement	This document, its Schedule and any annexures or other documents incorporated by reference, including the Application Form.
Application Form	The form completed and submitted by the Exhibitor to MCI, a copy of which is attached to this Agreement and marked “A”.

Engineering, Innovation, and Technology Forum

20–22 August 2024



<p>Confidential Information</p>	<p>Information about or pertaining to:</p> <ul style="list-style-type: none"> (a) the subject matter of this Agreement, the Exhibition, Exhibition Fees, the Event and the Host; (b) a party’s employees, agents and contractors; (c) a party’s customers or suppliers; (d) a party’s finances, business and marketing plans, transactions and activities; (e) a party’s products and/or services; and (f) a party’s Intellectual Property. <p>The expression includes information no matter how or when it is received and whether the information is marked or labelled “confidential”, “secret” or otherwise.</p>
<p>Event</p>	<p>The conference or event, if any, identified in the Schedule.</p>
<p>Exhibition</p>	<p>The exhibition stand, booth, stall or other promotional structure or presence at the Event.</p>
<p>Exhibition Fee</p>	<p>The sum(s) of money that the Exhibitor is to provide to MCI, the Host or others under this Agreement, as specified in the Application Form.</p>
<p>Exhibition Materials</p>	<p>All things and materials brought onto the Venue premises by the Exhibitor or its contractors for the purposes of the Exhibition and includes (without limitation) all structural and build-materials, tools, equipment, products, and promotional gifts, promotional materials, banners, advertisements, images and videos, interactive presentations and sound or image broadcasts.</p>
<p>Exhibitor Entitlements</p>	<p>The benefits to be provided to the Exhibitor in exchange for the Exhibition Fee under this Agreement as specified in the Application Form.</p>
<p>Host</p>	<p>The person, company or organisation that has engaged MCI to provide event-management services in connection with the Event, as specified in the Schedule.</p>

Engineering, Innovation, and Technology Forum

20–22 August 2024



<p>Insolvency Event</p>	<p>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.</p>
<p>Intellectual Property</p>	<p>All forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, plant variety rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, and whether existing under statute or common law or otherwise.</p>
<p>Intervening Occurrence</p>	<p>An occurrence, series or combination of occurrences, or circumstances, that, at any time:</p> <ul style="list-style-type: none"> (a) cause a party to be unable to perform its obligations under this Agreement in a timely manner; (b) cause the performance of a party's obligations to be radically more difficult (whether legally or practically) or radically more expensive to that party; (c) cause the registrations for the Event to be reduced to less than half of the number reasonably anticipated by MCI at the date of this Agreement, in the absence of the Intervening Occurrence; or (d) require, whether by operation of law or otherwise reasonably require, the cancellation of the Event, <p>and "Intervening Occurrence" includes (but only if it has an effect set out in paragraphs (a)-(d) of this definition), but is not limited to, 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 declared public health emergency, whether of international or local effect (or both).</p> <p>For the purposes of this definition:</p> <ul style="list-style-type: none"> (e) an Intervening Occurrence includes occurrences or circumstances that are not foreseen and occurrences and

Engineering, Innovation, and Technology Forum

20–22 August 2024



	<p>circumstances that would be reasonably foreseen as possible by the parties;</p> <p>(f) an Intervening Occurrence does not include:</p> <ul style="list-style-type: none">(i) an occurrence or circumstances caused directly or indirectly by that party;(ii) an occurrence or circumstances that is/are within the reasonable control of that party, without being required to incur substantial additional expense;(iii) currency exchange, share market fluctuations or other fluctuations in economic indicators; or(iv) the insolvency or other financial hardship of that party; <p>(g) the expression "radically" in paragraph (b) of this definition means: to such an extent that it is reasonable to conclude that one or both of the parties would not have entered into this Agreement, whether at all, or substantially on these terms and conditions, had it been known in advance that the Intervening Occurrence would actually occur;</p> <p>(h) the expression "declared public health emergency" means a health emergency that is:</p> <ul style="list-style-type: none">(i) declared or recognised by the Australian Commonwealth Government or Government health authorities in the place where the Event is to be held, as an epidemic or pandemic; and/or(ii) of serious risk to the health or safety of those attending the Event; and/or, or(iii) the cause of a ban (whether by law or by advice published by government health authorities) on gatherings that would include the Event. For the avoidance of doubt, the parties agree that any applicable law, ban or published Government advisory against holding a gathering that would include the Event because of covid-19 (coronavirus), is a declared public health emergency; <p>and</p>
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Engineering, Innovation, and Technology Forum

20–22 August 2024



	as regards MCI, an Intervening Occurrence includes the inability or failure of other suppliers to provide goods and services in connection with the Event, including but not limited to venues, suppliers of food and beverage, communications and audio-visual suppliers, suppliers of safety or security services and speakers or entertainers.
Schedule	The schedule to this Agreement.
Venue	The venue for the Event as specified in the Schedule and the Application Form.
Venue Rules	All rules applicable to the installation, presentation, removal and use of Exhibition Materials and to the conduct and attire of exhibitors and Attendees as provided by MCI to the Exhibitor or made available for review by the Exhibitor and includes all directions made from time to time by Venue staff or authorised contractors.

1.2 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) Headings and catchwords are for convenience only, and do not affect interpretation;
- (b) 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;
- (c) A singular word includes the plural, and vice versa;
- (d) A word which suggests one gender includes the other gender;

Engineering, Innovation, and Technology Forum

20–22 August 2024



- (e) If a word is defined, another part of speech has a corresponding meaning;
- (f) 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;
- (g) 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;
- (h) A reference to dollars or \$ is to an amount in Australian currency unless otherwise specified;
- (i) 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;
- (j) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and no discussion or correspondence referring to that subject matter shall be binding unless incorporated in this document.

2. APPLICATION AND TERM OF THIS AGREEMENT

2.1 This Agreement and the Application Form

The contract between the Exhibitor and MCI consists of this Agreement and the Application Form. The provisions of the Application Form are hereby incorporated into and form a part of this Agreement. In the event of any inconsistency between this Agreement and the Application Form, this Agreement prevails to the extent of the inconsistency unless the Application Form expressly provides to the contrary and refers expressly to the provision of this Agreement that is to be over-ridden.

2.2 Term

This Agreement commences on the date it is signed by the Exhibitor and returned to MCI with a completed Application Form and endures until all obligations of each party have been completed.

3. EXHIBITOR ENTITLEMENTS

3.1 Provision of the Exhibition Entitlements

MCI will procure that the Exhibitor is provided with the Exhibitor Entitlements on the terms and conditions of this Agreement and:

- (a) as specified in the Application Form;
- (b) subject to compliance with applicable Venue Rules; and

Engineering, Innovation, and Technology Forum

20–22 August 2024



(c) in compliance with all applicable laws, industry codes and guidelines.

3.2 Exhibition Entitlements not exclusive to the Exhibitor

Unless expressly specified to the contrary in the Application Form, this Agreement and the Exhibitor Entitlements are not exclusive to the Exhibitor in any respect and MCI may appoint other Exhibitors for the Event, including Exhibitors whose products or services may compete with those of the Exhibitor.

4. EXHIBITION FEES

4.1 Payment of the Exhibition Fees

The Exhibitor must pay the Exhibition Fees and any applicable GST in the amount and manner by the dates and times specified in the Application Form and within 14 days of the date of a tax invoice submitted by MCI or before the Exhibitor brings (or causes to be brought) any property into the Venue, whichever is sooner.

4.2 Non-payment

If the Exhibitor does not pay the Exhibition Fees and applicable GST in full by the due date(s) as provided in clause 4.1, MCI may disallow the Exhibitor from entry into the Venue until full payment is received. The exercise of this remedy is not MCI's exclusive remedy and MCI may exercise any other remedy available to it under this Agreement or under the law.

5. GST

5.1 Exhibitor must pay GST

Exhibition Fees and other payments under this Agreement are expressed exclusive of GST unless otherwise specified. If Goods and Services Tax (GST) applies to the supply of MCI of its services or any payments made by the Exhibitor under this Agreement, the Exhibitor must pay, in addition to the Exhibition Fees and any other payments, the sum calculated as the GST on those payments. If MCI charges for GST, MCI's invoice will be a tax invoice that complies with applicable GST laws.

6. CANCELLATION OF EVENT

6.1 Acknowledgement by Exhibitor

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

6.2 MCI not liable if Event cancelled

Engineering, Innovation, and Technology Forum

20–22 August 2024



The Exhibitor agrees that neither MCI nor the Host is liable for any losses, damage, liability or claim caused to the Exhibitor directly or indirectly by cancellation of the Event for any reason whatsoever.

6.3 Consequences of cancellation of Events

- (a) If the Event is cancelled for any reason whatsoever before its commencement, MCI must promptly notify the Exhibitor in writing and provide reasons, and
 - (i) both parties are discharged from further performance of their obligations under this Agreement, excepting that obligations contained in this clause 6, and provisions that survive upon the termination of this Agreement, remain binding on the parties; and
 - (ii) MCI must, within 90 days of cancellation, reimburse all monies paid by the Exhibitor under this Agreement, after deduction of reasonable expenses already incurred by MCI and/or the Host in connection with this Agreement, up until the time of cancellation of the Event.

- (b) If the Event is cancelled for any reason whatsoever during the Event, MCI must promptly notify the Exhibitor in writing and provide reasons, and:
 - (i) both parties are discharged from further performance of their obligations under this Agreement, excepting that obligations contained in this clause 6, and provisions that survive upon the termination of this Agreement, remain binding on the parties; and
 - (ii) MCI must, within 90 days of cancellation, reimburse such portion of the monies paid by the Exhibitor as reasonably reflects the reduction in value of the benefits to which the Exhibitor is entitled under this Agreement, and after deduction of reasonable expenses incurred by MCI in connection with this Agreement, up until the time of cancellation of the Event.

6.4 Postponed or “brought forward” Event

If MCI or the Host determines to hold the Event at a different date (whether before or after the date proposed for the Event noted in the Schedule), the Event is deemed not to have been cancelled and the provisions of clause 13 (Variation of Event) will apply.

Engineering, Innovation, and Technology Forum

20–22 August 2024



7. WARRANTIES

7.1 Warranties by both parties

Each party warrants that:

- (a) it will not breach any agreement, duty or obligation of any kind by entering into and performing its obligations under this Agreement;
- (b) it has not suffered, nor been threatened with an Insolvency Event; and
- (c) the use, by the other party, of its Intellectual Property, as permitted under this Agreement, will not infringe the Intellectual Property rights of any third party.

7.2 Warranties by Exhibitor

The Exhibitor warrants and agrees that:

- (a) the Exhibitor has reviewed the Venue Rules and its Exhibition does not and will not breach the Venue Rules; and
- (b) nothing in the Exhibition Materials:
 - (i) or in the construction of the Exhibition is or will create a risk to the health and safety of any person and if the Exhibition is to be constructed by a contractor to the Exhibitor, that contractor is or will be sufficiently skilled, qualified and experienced to undertake the works, having regard to their size, scale and location;
 - (ii) is or will be constructed or installed to a quality and standard that is less than a reasonable standard in the circumstances, or will damage the reputation of the Event or the Venue
 - (iii) infringes the Intellectual Property or other rights of any person under the law;
 - (iv) is misleading or deceptive, or contains any misrepresentation of any kind;
 - (v) is defamatory of any person, organisation or product of any kind; and
 - (vi) is or would be likely to be considered by a reasonable person to be offensive or otherwise inappropriate for display at the Event.

Engineering, Innovation, and Technology Forum

20–22 August 2024



8. EXHIBITOR TO PROVIDE PARTICULARS OF EXHIBITION MATERIALS AND INFORMATION

8.1 Exhibitor to provide in timely manner

The Exhibitor must, in a timely manner or when requested by MCI and in such form as MCI requires, provide to MCI (if the Exhibitor has not already done so) particulars of all Exhibition Materials and any information concerning the proposed Exhibition works which may be required to enable MCI to perform its obligations under this Agreement. Neither MCI (and for the avoidance of doubt), nor the Host, is liable for any delay in or failure to provide Exhibitor Entitlements if the Exhibitor does not comply with this clause.

9. ANNOUNCEMENTS AND PUBLICATIONS

9.1 Announcements

The parties agree that:

- (a) MCI may make announcements or publish materials referring to the Exhibitor, its products or services for the reasonable promotion of the Event; and
- (b) save only with the exception of the reasonable promotion of its participation in the Event as an exhibitor, the Exhibitor must not make announcements or publish materials referring to or implying the existence of this Agreement or its subject matter, MCI, the Host or the Event, as the case may be, without the prior written approval of MCI, which approval will not be unreasonably withheld.

10. TERMINATION

10.1 Termination for convenience

MCI may terminate this Agreement at any time for convenience by giving the Exhibitor seven (7) day's written notice. If MCI exercises its right to terminate under this clause, MCI will reimburse all monies actually received from the Exhibitor and that shall be the sole right and remedy of the Exhibitor for such termination.

10.2 Termination for cause – general

A 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 fourteen (14) days of the date of a notice by the other party specifying the breach; or

Engineering, Innovation, and Technology Forum

20–22 August 2024



- (c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

10.3 Termination for disrepute

- (a) The Exhibitor may terminate this Agreement with immediate effect, by written notice to MCI, if MCI commits an act which, in the reasonable opinion of the Exhibitor, has materially damaged or is likely to materially damage the reputation of the Exhibitor, the Exhibitor's products or services; and
- (b) MCI may terminate this Agreement with immediate effect by written notice to the Exhibitor if the Exhibitor commits an act which, in the reasonable opinion of MCI, has materially damaged or is likely to damage the reputation of MCI, the Host, the Event or any other event or initiative of MCI or in respect of which MCI is appointed to provide event-management services.

10.4 Sole rights of termination

The rights of termination in this clause 10 and otherwise expressly set out in this Agreement are the sole rights of termination exercisable by the parties, but in all other respects the common law rights and remedies of the parties are preserved. For example, on termination of this Agreement for default, a party may exercise its right to claim damages from the defaulting party.

10.5 Consequences of termination

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

- (a) all Exhibitor Entitlements cease;
- (b) excepting only the case of termination for convenience by MCI under clause 10.1, the Exhibitor must pay all Exhibition Fees payable under this Agreement that are due and payable under this Agreement up to and including the date of termination. For the avoidance of doubt, MCI is not prevented from recovery of any remaining Exhibition Fees or other losses to which it may be entitled under the law;
- (c) the Exhibitor must cease referring to itself as an exhibitor at the Event;
- (d) each party must cease making further use of the Intellectual Property of the other party;
- (e) such termination is without prejudice to any and all rights and remedies which had accrued to the benefit of the parties to the date of termination; and
- (f) all obligations survive such expiry or termination if they are, by express provision or by reasonable implication, intended to so survive.

Engineering, Innovation, and Technology Forum

20–22 August 2024



11. INTELLECTUAL PROPERTY

11.1 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 works 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 the work.

12. CONFIDENTIAL INFORMATION

12.1 Non-disclosure and restricted copying

A party must not disclose any Confidential Information to a third party. A party must not copy any Confidential Information of the other party except as may be necessary to comply with this Agreement.

12.2 Exceptions to non-disclosure

Notwithstanding the preceding clause, a party may disclose Confidential Information of the other party if the disclosure is:

- (a) legally compelled by a court or other authority of competent jurisdiction.
- (b) made to a legal adviser, patent attorney or other professional adviser to whom a copy of this Agreement is supplied; or
- (c) made with the prior written consent of the other party, which may grant or withhold its consent in its absolute discretion.

13. VARIATION AND POSTPONEMENT OF THE EVENT

13.1 MCI/Host may vary Event

Subject to clause 4, the Exhibitor acknowledges and agrees that the Event is subject to variation by MCI and/or the Host from time to time, for any reason, without liability to the Exhibitor (including but not limited to the size and time of the Event). If MCI or the Host varies the Event in a substantial manner (having regard to the subject matter of this Agreement), MCI must within a reasonable time following its decision to do so, give written notice of the variation to the Exhibitor, for information only.

13.2 Postponement of the Event

Engineering, Innovation, and Technology Forum

20–22 August 2024



- (a) The Exhibitor acknowledges and agrees that the Event may be postponed for any reason (including but not limited to the impact of Intervening Occurrences), either by MCI or by the Host. If the Event is postponed for any reason
 - (i) MCI must promptly notify the Exhibitor in writing, giving reasons;
 - (ii) this Agreement (including this clause 11) applies to the postponed Event;
 - (iii) MCI or the Host may retain monies paid by the Exhibitor up to the date of the notice of postponement;
 - (iv) The Exhibitor must pay or provide any portion of the Exhibition Fee that is unpaid (at the time of the postponement notice) within the times adjusted to apply to the postponed Event and must otherwise comply with its obligations under this Agreement; and
 - (v) Each party shall perform its obligations under this Agreement in connection with the postponed Event.

13.3 MCI not liable if Event postponed

The Exhibitor agrees that, save only for compliance by MCI with clause 13.2, neither MCI nor the Host is liable for any losses, damage, liability or claim caused to the Exhibitor directly or indirectly by the postponement of the Event for any reason whatsoever.

14. INTERVENING OCCURRENCES

14.1 Consequences of Intervening Occurrences – cancellation of the Event

The consequences of cancellation of the Event (whether by reason of Intervening Occurrences or otherwise) are set out in clause 6.

14.2 Consequences of Intervening Occurrences – postponement of the Event

The consequences of postponement of the Event (whether by reason of Intervening Occurrences or otherwise) are set out in clauses 13.2 and 13.3.

14.3 Consequences of Intervening Occurrences other than cancellation of the Event – impossible or

Engineering, Innovation, and Technology Forum

20–22 August 2024



radically different obligations

If an Intervening Occurrence occurs or is present and paragraph (a) and/or (b), of the definition of "Intervening Occurrence" in clause 1.1 applies/apply:

- (a) the affected party must notify the other party promptly in writing, giving particulars of the Intervening Occurrence;
- (b) both parties are discharged from the further performance of their obligations under this Agreement, excepting that obligations contained in this clause 14, and provisions that survive upon the termination of this Agreement, remain binding on the parties;
- (c) MCI must, within 90 days of the notice given under paragraph (a), reimburse all monies paid by the Exhibitor under this Agreement, after deduction of:
 - (i) reasonable expenses already incurred by MCI and the Host in connection with this Agreement, up until the time of the notice; and
 - (ii) such portion of the Exhibition Fee paid by the Exhibitor as MCI determines to reasonably equate to the value of the benefits which the Exhibitor actually achieved up to the date of the notice.

14.4 Consequences of diminished Event due to Intervening Occurrence

If an Intervening Occurrence occurs or is present and paragraph (c) of the definition of "Intervening Occurrence" in clause 1.1 applies, but the Event is not cancelled, MCI must notify the Exhibitor in writing and provide reasons, whereupon:

- (a) both parties must continue to perform their obligations under this Agreement, so far as the Intervening Occurrence permits, but without being required to incur substantial additional cost;
- (b) Subject to paragraph (d) of this clause, MCI may retain monies paid by the Exhibitor up to the date of the notice;
- (c) The Exhibitor must pay the Exhibition Fee in full; and
- (d) within 90 days of the end of the Event, MCI must refund that portion of the monies paid by the Exhibitor after deducting such portion of those monies as MCI reasonably calculates to represent:
 - A. the value of the benefits actually received by the Exhibitor in connection with the Event, affected as it is by the Intervening Occurrence. MCI shall calculate this by reference to the number of persons who actually attend the Event, as a proportion of

Engineering, Innovation, and Technology Forum

20–22 August 2024



the number reasonably anticipated by MCI at the date of this Agreement, in the absence of the Intervening Occurrence; plus

- B. MCI's and the Host's reasonable expenses incurred in connection with this Agreement, up to the date of the notice.

15. COMPLIANCE WITH VENUE RULES

15.1 Exhibitor to comply

The Exhibitor acknowledges receiving a copy of (or access to review) the Venue Rules and agrees to comply with them in full and with any directions given by Venue staff or any authorised contractor of the operator of the Venue. The Exhibitor must notify MCI immediately in writing and provide such information as MCI requires, if the Exhibitor becomes aware of any breach of the Venue Rules.

16. HEALTH AND SAFETY

16.1 Exhibitor Responsible for Health and Safety

The Exhibitor acknowledges and agrees that the Exhibitor is responsible for ensuring that its Exhibition and the construction, installation and removal of the Exhibition does not place any person at risk of injury or illness. To the extent that any work which the Exhibitor intends to perform at the Venue includes a construction project and unless the Venue Rules provide to the contrary, the Exhibitor agrees that the Exhibitor is the “principal contractor” and must discharge the duties of a principal contractor for the purposes of all work, health and safety laws and obligations.

17. INDEMNITY AND RELEASE

17.1 Indemnity and release

The Exhibitor must indemnify, and hereby releases, MCI and the Host from and against all claims, actions, demands, losses, liability, cost or expenses sustained by MCI and/or the Host (including any claims, actions or demands made or brought by third parties), caused in whole or in part by, or arising in connection with:

- (a) the Exhibitor’s breach of this Agreement;
- (b) the negligence or other tort of the Exhibitor;
- (c) the breach of any other legal duty or obligation of the Exhibitor;
- (d) the presence, use or display of Exhibition or the Exhibition Materials;
- (e) the transportation, construction, installation, display or removal of the Exhibition or the Exhibition Materials,

Engineering, Innovation, and Technology Forum

20–22 August 2024



and for the avoidance of doubt this indemnity applies to:

- (f) claims, actions and demands made on the basis of any cause of action;
- (g) 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), infringement of Intellectual Property, damage to reputation, economic loss, indirect loss and consequential losses; and
- (h) legal costs and disbursements on a full indemnity basis.

This indemnity is not the sole remedy of MCI for the matters referred to in this clause. MCI may, in addition, or in the alternative, pursue any other remedy under the law.

18. INSURANCE

18.1 Exhibitor to hold certain insurances

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

- (a) public liability and products liability insurance for an amount not less than the amount specified in the Application Form;
- (b) insurance for a reasonable sum covering the Exhibitor's liability for breach of this Agreement;
- (c) insurance required by law; and
- (d) any other insurance specified in the Application Form,

and the Exhibitor must provide MCI with certificates of currency of such insurance prior to the commencement of its installation of the Exhibition and such evidence of insurance as MCI may request at any other time.

19. LIMITATION OF MCI'S LIABILITY

19.1 Limitation

- (a) MCI's total aggregate liability and the liability of its employees, agents and contractors, 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 of the Exhibition Fees.
- (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

Engineering, Innovation, and Technology Forum

20–22 August 2024



rise to such liability was wilful, negligent or otherwise, whether such liability arose in Queensland or in some other jurisdiction and for any loss (including personal injury), damage or expense (including legal costs and disbursements).

- (c) Where MCI's liability arises under statute (including but not limited to the *Competition and Consumer Act 2010 (Cth)*), then to the extent permissible by law, MCI's liability is limited to supplying its services again or the cost of supplying those services again.

20. ASSIGNMENT AND NOVATION

Exhibitor not to assign etc

The Exhibitor must not assign or novate this Agreement without the prior written consent of MCI.

20.1 MCI may novate or assign

MCI may novate or assign this Agreement:

- (a) at any time, to the Host or any successor or any third party to which the Host assigns the rights to host the Event; or
- (b) to any conference organiser or event-manager that may be engaged by the Host, in the case where MCI's contract with the Host for the provision of the Event-Management Services is brought to an end.

If MCI wishes to exercise its rights under this clause, MCI will give written notice to the Exhibitor and will provide an assignment or novation deed or agreement to the Exhibitor, which provides, among other things, that:

- (c) the Exhibitor consents to the assignment or novation as the case may be;
- (d) the Host or other third party, as the case may be, agrees to comply with and provisions of this Agreement and perform any outstanding obligations under this Agreement;
- (e) MCI has no further liability in respect of this Agreement; and
- (f) if the case where novation occurs following cancellation of the Event as provided in clause 6, the Host covenants to make reasonable endeavours to provide the Exhibition Entitlements to the Exhibitor or entitlements that are equivalent in value or type to the Exhibition Entitlements,

and the Exhibitor must duly execute and deliver that document promptly to MCI.

21. NOTICES

Engineering, Innovation, and Technology Forum

20–22 August 2024



13.1 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 hand (whether by the party or a courier), sent by ordinary or registered mail or by email. Notices must be sent to each party at the respective addresses specified in the Schedule or such other address that they may notify each 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.

13.2 When served

A notice given:

- (a) by hand will be served upon delivery;
- (b) by post will be regarded as having been served three (3) days after posting;
- (c) 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
- (d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient's address) 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. GOVERNING LAW AND JURISDICTION

22.1 QLD law and jurisdiction

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

23. FURTHER ASSURANCES

23.1 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.