

CPA AUSTRALIA SPONSORSHIP AND ADVERTISING TERMS AND CONDITIONS

Parties:

CPA Australia Ltd (ABN 64 008 392 452) of Level 20, 28 Freshwater Place, Southbank in the State of Victoria
(CPA Australia, we, us or our)

-and-

The person set out in Item 1 of the CPA Australia Sponsorship and Advertising Form (**Form**)
(**Sponsor, you** and **your**)

Background:

As stipulated in the Form and as applicable, you have requested to purchase one or more of:

- sponsorship rights (if any) set out in the Form (**Sponsorship Rights**) in respect of the event set out in the Form (**Event**); and/or
- advertising rights (if any) set out in the Form (**Advertising Rights**) in respect of the publications that are set out in the Form (**Publication**); and/or
- webinar/podcast rights (if any) set out in the Form (**Webinar/Podcast Rights**),

each, on the terms and conditions set out below and in the Form.

Agreed Terms:

1 Commencement and period

1.1 This Agreement will be effective:

- (a) from the date that the CPA Australia Sponsorship and Advertising Form (**Form**) that these terms accompany is signed (**Commencement Date**); and
- (b) will continue until the later of the completion of the Event, issuance of the Publication(s) or public release of the Webinar/Podcast (as applicable) (**Term**), unless otherwise terminated earlier pursuant to these terms.

2 Sponsorship Rights and Obligations

2.1 **This clause 2 applies if you acquire any Advertising Rights under these terms and as stipulated in the Form.**

2.2 You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in the Form (**Sponsorship Rights**) in respect of the event set out in Part A, Item 2 of the Form (**Event**) for the Term;
- (b) unless otherwise expressly stated in the Form, you will not be the exclusive sponsor (whether of your industry or otherwise) at the Event; and
- (c) notwithstanding any provision of this Agreement, any and all Sponsorship Rights granted to you are granted on a non-exclusive basis.

2.3 You must, and must procure your representatives to:

- (a) comply with any conditions, rules, regulations and standards as well as any procedure provided by CPA Australia or the manager or owner of the venue where the Event is held (**Venue Operator**) and any reasonable direction of CPA Australia in relation to the Event and the Venue Operator; and
- (b) not conduct any marketing or promotion not included within its Sponsorship Rights, including (without limitation) leaving business cards on tables, standing in walkways to hand out information and/or materials or conduct seat-drops.

2.4 You acknowledge that you and your representatives (excluding guests) are not eligible to enter any CPA Australia draw prizes offered at, or in connection with, the Event.

3 Advertising Rights and Obligations

3.1 **This clause 3 applies if you acquire any Advertising Rights under these terms and as stipulated in the Form.**

3.2 You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in the Form (**Advertising Rights**) for the Term;
- (b) unless otherwise expressly stated in the Form, you will not have exclusive advertising rights (whether of your industry or otherwise) in the Publication (or any other publication produced by or on behalf of CPA Australia); and

- (c) notwithstanding any provision of this Agreement, any and all Advertising Rights granted to you are granted on a non-exclusive basis.

3.3 You must, and must procure your representatives to:

- (a) comply with the terms set out in the Form;
- (b) agree to be bound by, and comply with, all terms and conditions of the relevant CPA Australia's advertising and publishing contractor (**Publisher**), including (but not limited to) advertising deadlines, specifications and brand requirements; and
- (c) comply with any reasonable direction of CPA Australia and/or the Publisher.

4 Webinar/Podcast Rights and Obligations

4.1 **This clause 4 applies if you acquire any Webinar and/or Podcast Rights under these terms and as stipulated in the Form.**

You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in the Form (**Webinar/Podcast Rights**) for the Term;
- (b) unless otherwise expressly stated in the Form, you will not have exclusive rights (whether of your industry or otherwise) in respect of the Webinar or Podcast (or any other podcast or similar broadcast produced by or on behalf of CPA Australia); and
- (c) notwithstanding any provision of these terms, any and all Webinar/Podcast Rights granted to you are granted on a non-exclusive basis.

4.2 You must, and must procure your representatives to:

- (a) comply with the terms and conditions set out in the Form;
- (b) comply with any conditions, rules, regulations and standards applicable to production of the Webinar/Podcast, including the terms and conditions of any third party producer contracted by CPA Australia to produce the Webinar/Podcast (**Producer**); and
- (c) comply with any reasonable direction of CPA Australia and/or the Producer in relation to the Webinar/Podcast.

5 Fee

5.1 In consideration for the grant of one or more of the Sponsorship Rights, Advertising Rights and the Webinar/Podcast Rights, you must pay to CPA Australia the fee (**Fee**) specified in, and payable in accordance with, the Amount stipulated in Part A, Item 3 of the Form and provide full payment to CPA Australia within 30 days from the date of the invoice.

5.2 In the event that you do not pay the Fee or any other amount specified in this Agreement to CPA Australia within the specified timeframe (**Due Date**), you are obliged to pay interest at the penalty interest rate of 10% on any unpaid amount from the Due Date until full payment is received by CPA Australia.

6 Calculation of Payments

6.1 The following principles apply when determining the amount payable (**Payment**) for anything supplied under these terms:

- (a) If GST is payable in relation to the supply, the amount payable shall be the consideration specified in this Agreement plus GST.
- (b) If the Payment is determined by reference to any liability incurred by a party (the **Payee**), the relevant amount is the actual amount incurred by the Payee less the amount of any GST input tax credit the Payee is entitled to claim in respect of that liability.
- (c) The parties shall provide each other with all documentation required to claim any GST input tax credit, set off, rebate or refund for or in relation to any GST included in any Payment made under these terms.

7 Logo Use Guidelines

7.1 You will:

- (a) if you are placing the CPA Australia logo contained in Part A, Item 4 of the Form (**CPA Australia Logo**) on your website, include an operational embedded link from your website to the CPA Australia website (www.cpaustralia.com.au) (**CPA Australia Website**);
- (b) not use the CPA Australia Logo for any purpose other than as permitted under this Agreement;
- (c) not alter, modify, or vary the CPA Australia Logo in any way, including without limitation, to the CPA Australia Logo's format, size, colour and/or spacing in any way without our prior written consent;
- (d) not use the CPA Australia Logo for the transmission or distribution of any unsolicited bulk e-mail or in any manner that may violate local law; and
- (e) immediately cease use of the CPA Australia Logo if requested by us.

7.2 We reserve the right to:

- (a) have final approval in relation to the placement of the CPA Australia Logo, including without limitation to:
 - (i) where, how and in what context the CPA Australia Logo is situated;

- (ii) on which page of a website the CPA Australia Logo is situated; and
 - (iii) in relation to what other logos or other entity's intellectual property the CPA Australia Logo is situated, by receiving a proof of your proposed use of the CPA Australia Logo before such use, and providing our written approval;
- (b) to inspect your use of the CPA Australia Logo in any way we consider reasonably necessary as part of appropriate quality control and to ensure that CPA Australia's brand guidelines in relation to the use of the CPA Australia Logo (**Logo Standards**) are complied with;
 - (c) if your use of the CPA Australia Logo does not comply with the Logo Standards or you have not complied with our reasonable directions, to give you written notice giving details of any shortcomings and specifying our requirements for you to rectify same (**Logo Notice**); and
 - (d) if we send you a Logo Notice, you will:
 - (i) comply with our requirements within 5 working days of receipt of the Logo Notice; or
 - (ii) if you cannot comply with our Requirements (for any reason), you will cease further use of the CPA Logo.

8 Intellectual Property

- 8.1 In this Agreement, "**Intellectual Property Rights**" includes both in Australia and throughout the world, and for the duration of the rights, any right, title and interest in any:
- (a) business names, patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, domain names, eligible layout rights, plant variety rights, registered designs and commercial names and designations;
 - (b) invention, discovery, trade secret, know-how computer software and confidential, scientific, technical and product information;
 - (c) other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial, commercial, agricultural or extractive and whether dealing with manufactured or natural products; and
 - (d) letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b), or (c) of this clause 7.1 and any medium in which anything referred to in those paragraphs is stored or embodied.

- 8.2 Except as otherwise specified in the relevant Form:
- (a) a party's Intellectual Property Rights (**First Party**) will remain the property of the First Party and the other party (**Other Party**) acknowledges that nothing in the Agreement will be construed as transferring rights, title in or ownership of any First Party's Intellectual Property Rights to the Other Party; and
 - (b) the Other Party is not entitled to display, use, publish or otherwise refer to the First Party's Intellectual Property Rights (including its name, logo or trade mark) otherwise than strictly in accordance with this Agreement.
- 8.3 Any proposed use of CPA Australia's Intellectual Property Rights (including its name, logo or any trade mark) (whether with respect to or in connection with an Event, a Publication or a Webinar/Podcast) must be first approved by CPA Australia in writing and in the event that CPA Australia provides its consent, you agree that you and your representatives will adhere to CPA Australia's "Logo Use Guidelines" (as amended from time to time and which as at the date of these terms are set in the relevant Form).
- 8.4 You must, and must procure any of your representatives to, stop using or otherwise referring to CPA Australia's Intellectual Property Rights (including its name, logo or trade marks) on expiration or termination of the Agreement. This includes, at the request of CPA Australia, removing anything derived from CPA Australia's Intellectual Property Rights from social media or websites after the expiration or termination of the Agreement.

9 Confidential Information

9.1 No disclosure of Confidential Information

In this Agreement, "**Confidential Information**" means:

- (a) any information that relates to a disclosing party (**Disclosing Party**), its business, financial affairs, trade secrets, technology, intellectual property, members and their personal information;
- (b) any information which a receiving party (**Receiving Party**) ought to know is confidential; or
- (c) information which is identified as confidential.

A Receiving Party may not, either during or after the Term, use or disclose, or cause or permit to be used or disclosed, any Confidential Information (or allow or assist or make it possible for any person to use or have access to any Confidential Information) of the Disclosing Party, except in performing its obligations under this Agreement and then only with the prior written consent of the Disclosing Party.

9.2 Return and destruction of Confidential Information

A receiving party will, immediately on demand by the disclosing party:

- (a) return to the disclosing party anything containing or relating in any way to the Confidential Information;
- (b) permanently delete all Confidential Information from every computer disk or electronic storage facility of any type owned or used by the receiving party, except that the receiving party may retain one copy for its own audit records;
- (c) despite anything else in this Agreement, cease to make use of the Confidential Information; and
- (d) confirm promptly with the disclosing party when it has complied with sub-clauses (a), (b) and (c).

9.3 Exceptions

Clauses 9.1 and 9.2 do not apply to the following:

- (a) Information after it becomes generally available to the public other than because of:
 - (i) a breach of this Agreement; or
 - (ii) any other misuse or unauthorised disclosure by the Receiving Party of any confidential information.
- (b) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange.
- (c) The use, copying, reproduction, recording or disclosure of information after you receive it from a third person legally entitled to possess the information and to provide it to the receiving Party, if that use, copying, reproduction, recording or disclosure accords with the rights or permission lawfully granted to the Receiving Party by that third person.

9.4 The parties will comply with the Australian privacy laws.

9.5 The parties undertake to provide prompt notice of any data breach or privacy incident where it may relate to information obtained from the other party and co-operate with any reasonable requests of the other party with respect to appropriately manage such incidents.

10 Insurance

10.1 Where you acquire Sponsorship Rights, you must:

- (a) for the duration of the Term, insure against losses and damages which are the result of the act, fault or negligence of the Sponsor and which relate to this Agreement, including, public liability, personal injury, and property damage up to a minimum level of (ten million dollars) \$10,000,000; and

- (b) prior to the Commencement Date, provide CPA Australia with a certificate of currency evidencing the insurances referred to clause 9.1(a).

11 Warranties

You warrant that:

- (a) all advertising and promotional material which you produce, publish, broadcast, display or exhibit (**Promotional Material**) with respect to the Event, a Publication or a Webinar/Podcast must be truthful, accurate and proprietary to you or you otherwise have all necessary rights to use the Promotional Material; and
- (b) the Promotional Material will not breach any regulations, laws or the Intellectual Property Rights of any third party.

12 Liability and Indemnity

12.1 You must indemnify and release CPA Australia from and against all claims, actions, losses (including indirect and consequential losses), liability, damage or expenses incurred or sustained by CPA Australia (including based on any liability to or claims of any third party) arising out of or in connection with:

- (a) where you have acquired Advertising Rights, the Advertising Rights or any information or other material provided by you for inclusion in the Publication;
- (b) where you have acquired Sponsorship Rights:
 - (i) the Sponsorship Rights;
 - (ii) your sponsorship of the Event;
 - (iii) your and your representatives' attendance at the venue where the Event is held (including, but not limited to, travel to and from the venue where the Event is held);
- (c) where you have acquired Webinar/Podcast Rights, the Webinar/Podcast Rights or any information or other material provided by you for inclusion in the Webinar/Podcast;
- (d) any breach of your obligations under, or any warranty you have given under this Agreement;
- (e) any damage to property;
- (f) any personal injury or death; or
- (g) any infringement of third party rights in Intellectual Property Rights by you or your representatives.

12.2 Notwithstanding any provision of this Agreement, CPA Australia will not be liable for any loss of profits,

business interruption, loss of information, indirect, special, punitive or consequential loss or damage.

- 12.3 To the fullest extent permitted by law, CPA Australia's total aggregate liability for any damages, losses, claims or actions arising out of or related to this Agreement, whether for breach of contract, under any indemnity, in tort, for negligence or otherwise shall be limited to and not exceed three (3) times the Fees.

- (ii) as a result of being guilty of conduct tending to bring themselves or CPA Australia or its members into disrepute (in accordance with clause 13.2(b)(ii):

(A) CPA Australia will not refund or be under any obligation to refund any amount of the Fees which you have already paid to CPA Australia; and

(B) any Fees or other payments owing and not received by CPA Australia will immediately become a debt owing under this Agreement and interest will accrue in accordance with clause 5.2.

13 Termination

13.1 By CPA Australia on notice

CPA Australia may terminate this Agreement at any time and without cause by giving you at least seven (7) days written notice.

13.2 Termination for cause

- (a) Failure by either party to comply with any term or condition under this Agreement will entitle the other party to give the defaulting party written notice requiring it to cure the default. If the party in default has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the default within 10 business days after receipt of written notice, the notifying party will be entitled, in addition to any other rights it may have under this Agreement or otherwise at law or in equity, to immediately terminate this Agreement.
- (b) Notwithstanding any other provision contained in this Agreement, CPA Australia may give you written notice to immediately terminate this Agreement in the event that:
- (i) you are subject to a change of control (without CPA Australia's prior written consent); or
 - (ii) CPA Australia determines that you, or your representatives, are guilty of conduct tending to bring themselves or CPA Australia or its members into disrepute

14.2 Continuing clauses

Clauses 3, 6, 7, 8, 9, 10, 12 and 13 of these terms will continue to apply after termination or expiration of these terms.

15 General

15.1 *Entire agreement:* The Form and these terms (together, this **Agreement**) contain the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and undertakings between the parties in connection with it.

15.2 *Amendment:* This Agreement may only be amended by the written agreement of the parties.

15.3 *Assignment:* You may not assign any of its rights or obligations under this Agreement.

15.4 *Invalidity:* In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

15.5 *Governing law and jurisdiction:* This Agreement shall be construed in accordance with and governed by the laws of the State of Victoria, Australia and each party waives any inconvenient forum objection claim whether now or in the future.

15.6 *Counterparts:* This Agreement may be executed simultaneously in 2 or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

15.7 *Relationship:* Nothing in this Agreement creates a relationship of joint venture, partnership, employer-employee or principal-agent between any parties.

15.8 *Force majeure:* Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a party is prevented due to acts of God, exchange controls, export/import controls, any other government restriction, wars, hostilities, blockades, civil

14 Consequences of Termination

14.1 Consequences

- (a) On termination of this Agreement, each party (**Receiving Party**) must hand over to the other party (**Disclosing Party**) all materials produced by the Disclosing Party and any other property of the Disclosing Party that are or ought to be in the Receiving Party's possession, custody or control.
- (b) In the event that the Agreement is terminated as a result of:
- (i) You breaching the terms of this Agreement and failing to cure such default within the specified timeframe (in clause 16.3; or

disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics or any other cause beyond the reasonable control of the that party ("Affected Party") ("a Force Majeure Condition"). The Affected Party will not be responsible to the other party for failure or delay in performance of its obligations under this Agreement. The Affected Party shall promptly notify the other party of such Force Majeure Condition and if the Event needs to be cancelled due to a Force Majeure Condition then the parties agree to negotiate promptly in good faith in an effort to reschedule the Event, or change the format and/or details of the Event based on mutually agreement. If the parties cannot agree on mutually acceptable changes to the Event, then CPA Australia agrees to refund all prepaid Fee.

15.9 *Notices:* A notice under this Agreement will be in writing and sent to the party concerned by hand, post, email or facsimile at the addresses specified in Part A of the relevant Form.

16 Disputes

16.1 If either party asserts that a dispute exists between the parties arising out of or in connection with this Agreement, the party must provide written notice to the other party specifying –

- (a) the nature of the dispute;
- (b) the areas of expertise it considers are required to resolve the dispute;
- (c) the major issues for determination; and
- (d) the relief or outcome being sought

(Notice of Dispute).

16.2 Within seven (7) days of receipt of the Notice of Dispute, the other party must provide a Notice of Response stating its position in relation to the dispute, including –

- (a) the areas of expertise it considers are required to resolve the dispute;
- (b) any additional issues that should be referred for determination; and
- (c) any comment on the relief or outcome referred to in the Notice of Dispute.

16.3 Within seven (7) days of receipt of the Notice of Response, the parties must take reasonable steps to resolve the dispute. Either party may refer the dispute for expert determination pursuant to this clause if the dispute is not resolved in the period referred to in this clause.