

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 a CPA Australia Sponsorship and Advertising Form (**Form**)
(**Sponsor, you and your**)

Background:

As stipulate in the Form, You have requested to purchase:

- sponsorship rights set out in Item 2 of Part A and Part B of the relevant Form (**Sponsorship Rights**) in respect of the event set out in Item 2 of Part A of the Form (**Event**); and/or
- advertising rights set out in Item 2 of Part A and Part B of the relevant Form (**Advertising Rights**) in respect of the publications that are set out in Item 2 of Part A of the Form (**Publication**); and/or
- webinar/podcast rights set out in Item 4 of Part A and Part B of the relevant Form (**Webinar/Podcast Rights**),

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

Agreed Terms:

1 Term

1.1 This Agreement will be effective:

- (a) from the date of this Agreement (**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 this Agreement.

2 Sponsorship Rights and Obligations

2.1 **This clause 2 applies where you acquire Sponsorship Rights under this Agreement.**

2.2 You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in Item 2 of Part A and Part B of the Form (Sponsorship Rights) in respect of the event set out in Item 2 of Part A of the Form (**Event**) for the Term;
- (b) unless otherwise expressly stated in Item 2 of Part A of 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 where you acquire Advertising Rights under this Agreement.**

3.2 You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in Item 2 of Part A and part B of the Form (**Advertising Rights**) for the Term;
- (b) unless otherwise expressly stated in Item 2 of Part A of 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 and conditions set out in Part B of 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 where you acquire Webinar and/or Podcast Rights under this Agreement.**

4.2 You acknowledge and agree that:

- (a) CPA Australia grants you the rights and benefits set out in Item 4 of Part A and Part B of the Form (**Webinar/Podcast Rights**) for the Term;
- (b) unless otherwise expressly stated in Item 4 of Part A of 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 this Agreement, any and all Webinar/Podcast Rights granted to you are granted on a non-exclusive basis.

4.3 You must, and must procure your representatives to:

- (a) comply with the terms and conditions set out in Part B of 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, **Error! Reference source not found.** of the Form.

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 Victorian Supreme Court rate of interest 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 this Agreement:

- (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 this Agreement.

7 Intellectual Property

7.1 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.

7.2 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.

7.3 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 this Agreement are set in the relevant Form).

7.4 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.

8 Confidential Information

8.1 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.

8.2 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)(a) and so.

8.3 Exceptions

Clauses 7.1 and 7.2 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.

8.4 The parties will comply with the Australian privacy laws.

8.5 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.

9 Insurance

9.1 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).

10 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.

11 Liability and Indemnity

11.1 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.

11.2 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.

11.3 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.

12 Termination

12.1 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.

12.2 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

13 Consequences of Termination

13.1 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 11.2(a)); or
 - (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 11.2(B):

- (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 3.3.

13.2 Continuing clauses

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

14 General

- 14.1 *Entire agreement:* This Agreement contains 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.
- 14.2 *Amendment:* This Agreement may only be amended by the written agreement of the parties.
- 14.3 *Assignment:* You may not assign any of its rights or obligations under this Agreement.
- 14.4 *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.
- 14.5 *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.
- 14.6 *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.
- 14.7 *Relationship:* Nothing in this Agreement creates a relationship of joint venture, partnership, employer-employee or principal-agent between any parties.
- 14.8 *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 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.
- 14.9 *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.

15 Disputes

- 15.1 In the event of any dispute arising in connection with this Agreement, such dispute will be referred by either party to a person mutually agreed between the parties (or, failing agreement, to a person appointed by the President for the time being of the Law Institute of Victoria or its successor body) for determination. The person appointed will be deemed to be acting as an expert and not as an arbitrator and may, in making a decision, make an award of damages in favour of either party. The costs of submission to the person appointed will be met by both parties equally and the decision of the person appointed will be final and binding on both parties, in the absence of manifest error.
- 15.2 Nothing in this clause 14 will prevent either party from seeking urgent injunctive relief in relation to any dispute or difference arising in connection with the matters mentioned in this clause 14.

Annexure A Consent Form

To: CPA Australia Ltd (ACN 008 392 452), Level 20, 28 Freshwater Place, Southbank, VIC 3006

CPA Australia Ltd (**CPA Australia**) intends to produce a recording described in the table below that may include my name, image, voice, quotes, opinions, and likeness (**Recording**) for the purpose (**Approved Purpose**) specified in the table below in this presenter consent form (**Consent Form**).

Recording:	[provide a description of the content/image/video and when it is intended to be posted]
Approved Purpose:	[Use on CPA Australia (and owned brands) social media accounts like Facebook, LinkedIn, Twitter, YouTube, Instagram, Weibo, WeChat, Tencent, Youku, WhatsApp & potentially other social media channels like LinkedIn closed groups for purposes for commercial and non-commercial purposes in relation to the Webinar. For Podcasts, the audio will be featured on websites, iTunes worldwide, Spotify and other podcast platforms.]

The Recording may be taken from either a Webinar or a Podcast in which I will be featuring. For the purposes of this Consent Form, the Recording will be recorded from a:

- Webinar
- Podcast

As I will be featuring in the Recording, I agree and / or acknowledge that:

- CPA Australia and [insert Sponsor’s name] entered into a Sponsorship and Advertising Agreement in relation to the Recording (**Agreement**);
- CPA Australia is authorised to make, broadcast, publish, distribute, transmit and communicate a Recording if it chooses to do so, in any medium of its choosing (including, but not limited to, via email, CPA Australia’s social channels, CPA Australia’s LinkedIn, CPA Australia’s YouTube channel, CPA Australia’s website and CPA Australia’s online resource centre), and use the Recording with other material;
- all Intellectual Property Rights (including moral rights) in the Webinar or Podcast and any Recordings, including the Intellectual Property Rights subsisting in the Presentation Materials or Podcast Content (as applicable) and Recording, will vest exclusively in CPA Australia upon creation;
- Delegates attending or listening to the Webinar or Podcast and other persons have access to and may use different forms of social media and online platforms. CPA Australia has no control over information posted on social media or online platforms and I agree to release and forever discharge CPA Australia from all liability that arises or is any way connected with a

post/comment made on social media or online platforms by Delegates or other persons;

- as CPA Australia owns all rights in the Recording, I must seek written consent from CPA Australia in order to use the Recording unless it is for a permitted purpose under the Agreement or agreed to by CPA Australia in writing. I agree not to edit, remove or otherwise alter the Recording in any way (other than with CPA Australia’s prior express written approval);
- if necessary, CPA Australia is permitted to use and disclose my full name, occupation and identity of my employer (and any other information I consent to CPA Australia using or disclosing) in connection with the Recording;
- I will not receive any amounts, fees or royalties from CPA Australia for the production and or use of the Recording;
- I release and forever discharge CPA Australia, its directors, officeholders, employees, contractors and agents (**Indemnified Party**) from any obligation, liability, responsibility, action, proceedings or claim arising from or in connection with the use of the Recording; and
- I indemnify CPA Australia, its directors, employees and agents (Indemnified Party), against any loss, damage, liability or claim that arises out of or is directly connected with the Webinar, Podcast, Recording, Presentation Materials, and/or Podcast Content infringing any third-party’s Intellectual Property Rights and release the Indemnified Party from any obligation, liability, responsibility, action, proceedings or claim arising from or in connection with the use of the Webinar, Podcast, Recordings, Presentation Materials, and/or Podcast Content in accordance with this Agreement.

Unless the context provides otherwise, capitalised terms have the meaning given in the Agreement.

***** **Signed as an agreement**

Signature

Full Name

Date