

CMDFA EVENT SPONSORSHIP TERMS AND CONDITIONS

INTRODUCTION

The Event (as defined in the Sponsorship Form) is organised and managed by the **Christian Medical and Dental Fellowship of Australia Incorporated**, a Registered Australian Body (ABN 95 084 292 464) with its main office at Unit 35A / 9 Hoyle Avenue, Castle Hill NSW 2154 (“CMDFA”)

These Terms and Conditions and the Sponsorship Form (together the “Agreement”) set out the terms on which you (defined as the Sponsor in the Sponsorship Form) agree to sponsor the Event. Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Sponsorship Form, you agree to be bound by the terms of this Agreement

1. DEFINITIONS AND INTERPRETATION

1.1. Defined terms shall have the meanings given to them in this Agreement or the Sponsorship Form

1.2 In this Agreement, unless the context otherwise requires, the following words and expressions mean

- “Affiliate” any person, partnership, joint venture, corporation, subsidiary, or other form of enterprise, controlling, controlled by, or under common control with, you or us

- “Confidential Information” non public information that a Disclosing Party designates as being confidential to a Receiving Party or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party and includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party software or hardware or any products, Disclosing Party’s business policies, plans or practices, its personnel, customers or suppliers and information received from others that Disclosing Party is obligated to treat as confidential

- “Customer Literature” promotional materials prepared in any form by you or on your behalf referencing the Event and/or using the Event Marks for distribution to third parties

- “Disclosing Party” a party to these terms and its Affiliates who disclose Confidential Information to another party

- “Event Marks” event logos and trademarks owned by or licensed to CMDFA and provided to you in accordance with clause 4.3
- “Goods and Services Tax” or “GST” as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- “Intellectual Property” all intellectual property rights protected by law throughout the world whether registered or not, including without limitation all copyrights, copyright registrations and applications, trademark rights, registrations and applications, patent rights (including the right to apply therefor), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, mask-work rights, trade secrets, moral rights, author’s rights, algorithms, rights in packaging, goodwill, corporate, trade and product branding and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of New South Wales or of any other state, country or legal jurisdiction
- “Receiving Party” a party to these terms and its Affiliates who receive Confidential Information from another party
- “Term” the period from the date that you sign the Sponsorship Form until completion of the Event
- “Sponsor Marks” logos and trademarks either owned by or licensed to you and provided to us in accordance with clause 3.3
- 1.3 references to “we”, “us” and “our” shall be references to CMDFA. In light of the meaning given above to “you”, references to “your” shall be construed accordingly
- 1.4 Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and un-incorporate and (in each case) vice versa
5. Where any provision in or schedule to this Agreement refers to or requires any action consent or notice to be in writing this shall be deemed to include or allow as the case may be writing created transmitted or stored in electronic form including without limitation by email

2. GRANT OF RIGHTS

- 2.1 We grant to you for the duration of the Term and in accordance with the terms of this Agreement
- 2.1.1 the Sponsor Benefits (as defined on the Sponsorship Form) and
- 2.1.2 a non-transferable, non-exclusive, royalty-free licence to use the Event Marks solely to promote your sponsorship of the Event

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- 2.2 You grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use the Sponsor Marks
 - 2.2.1 during the Term to promote and exploit the Event and
 - 2.2.2 for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events
 - 2.3 In the event that you change the Sponsor Marks at any time during the Term, you agree that we shall not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by us or on our behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change
 - 2.4 If for any reason, we are unable to deliver any of the Sponsor Benefits, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsor Benefits without any liability to you
 - 2.5 You acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to any stand that you erect at the Event and all costs incurred by you in exercising the Sponsor Benefits)
 - 2.6 You shall promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). We shall not be responsible for any failure or delay in providing any of the Sponsor Benefits where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions

3. YOUR KEY OBLIGATIONS

- 3.1 You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event that we recommend
- 3.2 You undertake to ensure your personnel exercise the Sponsor Benefits in accordance with the terms of this Agreement
- 3.3 You shall, as soon as practicable after both parties sign the Sponsorship Form, supply us with examples of the Sponsor Marks in a format appropriate for their proposed use
- 3.4 You shall, prior to distributing any Customer Literature, provide copies of the Customer Literature to us for our approval (not to be unreasonably withheld or delayed). You undertake that you shall not distribute any Customer Literature until you have received written confirmation from us that we approve that Customer Literature. You are solely responsible for meeting all costs relating to the Customer Literature (including reprinting costs if our approval is not obtained prior to printing)
- 3.5 You undertake that any Customer Literature will

- 3.5.1 comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event
 - 3.5.2 comply with any instructions or directions issued by or on behalf of us
 - 3.5.3 not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact and
 - 3.5.4 include any legal or good practice notices as required by the us from time to time
- 3.6 You shall not do, or omit to do, (and you shall procure that none of your employees, agents or contractors shall do, or omit to do) anything which may
- 3.6.1 bring the Event or us into disrepute
 - 3.6.2 disparage the Event or us
 - 3.6.3 damage our goodwill associated with the Event or
 - 3.6.4 be otherwise prejudicial to the image and/or reputation of the Event or us
- 3.7 You shall not engage in joint promotions with any third party in relation to the Event without our prior written consent
- 3.8 For the avoidance of doubt it shall be your responsibility to take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event
- 3.9 You shall comply with all relevant laws and regulations which may apply in relation to your involvement in the Event and you will indemnify and keep indemnified and defend (at your own expense) us against all costs, claims, damages or expenses suffered or incurred by us or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under this Agreement or any applicable laws and regulations

4. OUR KEY OBLIGATIONS

- 4.1 We shall provide the Sponsor Benefits and organise the Event using reasonable skill and care and will consult with the Sponsor Representative (as set out in the Sponsorship Form) on aspects of the Event where we deem it appropriate to do so
- 4.2 The Sponsor Benefits are personal to you and we are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person
- 4.3 We shall, as soon as practicable after both parties sign the Sponsorship Form, supply you with examples of the Event Marks in a format appropriate for their proposed use
- 4.4 We shall procure and maintain, at our own expense, third party public liability and property damage insurance in an amount of not less than \$10,000,000 per occurrence for third party personal injury (including death) and property damage caused by or arising out of this Agreement
- 4.5 You shall procure and maintain, at your own expense, all appropriate and prudent insurances in respect of your sponsorship activities as contemplated under this Agreement

5. SPONSORSHIP FEES

- 5.1 In consideration of us providing the Sponsor Benefits, you shall pay to us the Sponsorship Fee in accordance with the Payment Schedule, and to the account specified in the Sponsorship Form or otherwise notified to you from time to time

- 5.2 If the Sponsorship Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsor Benefits. For the avoidance of doubt, you shall not be permitted entry to the Event unless full payment has been received by us
- 5.3 Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment shall be due and payable immediately on signature by you of the Sponsorship Form
- 5.4 Without prejudice to any other rights and remedies available to us if any sum payable under this Agreement is not paid by the due date, we reserve the right to charge interest on any overdue amount (not subject to a notified bona fide dispute) from the due date until payment in full at the rate (both before and after judgment) of 4% per annum over the Commonwealth Bank of Australia base lending rate from time to time in force. Such interest shall be paid on demand. To be excluded from the late payment charge a bona fide disputed invoice amount shall be notified in writing to us within fourteen days of receipt of the relevant invoice
- 5.5 The Sponsorship Fee and any other charges payable under this Agreement are exclusive of any applicable GST or other Government imposed excises or taxes (if any) which shall be paid by the you to us at the rate and in the manner for the time being prescribed by law

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The parties acknowledge as follows
 - 6.1.1 all Intellectual Property in the Sponsor Marks shall be solely and exclusively owned by you, together with any goodwill therein, and we shall not acquire any rights in the Sponsor Marks and
 - 6.1.2 all Intellectual Property in the Event Marks shall be solely and exclusively owned by us, together with any goodwill therein, and you shall not acquire any rights in the Event Marks
- 6.2 All Intellectual Property in or arising out of or in connection with the Event (including but not limited to any rights accruing in the Event Marks) shall be owned by us but always without prejudice to clause 6.1.1
- 6.3 You shall indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of your Intellectual Property in accordance with the Agreement (including without limitation the Sponsor Marks) infringes any Intellectual Property rights of any third party
- 6.4 Neither party shall knowingly do, or cause, or permit anything to be done, which will or may prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks
- 6.5 You agree that you shall not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style
- 6.6 If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's Intellectual Property, then it shall

promptly notify the same to the other in writing. The non-owner of such Intellectual Property will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such Intellectual Property, but shall not be obliged to take any further action

7. CANCELLATION, POSTPONEMENT AND FORCE MAJEURE

7.1 We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the Event, may have an adverse effect on the commercial success of the Event). In such circumstances, we in our sole discretion, are entitled to cancel or postpone the Event. We shall give written notice to you of our decision as soon as reasonably practicable, and upon receipt of such notice

- 7.1.1 in the case of cancellation of the Event the Sponsor shall be entitled to
 - 7.1.1.1 terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate or
 - 7.1.1.2 elect to apply the Sponsorship Fee (whether or not paid to us) to another CMDFA event, provided that the date of such event is less than 12 months from the date of such cancellation or
- 7.1.2 in the case of postponement of the Event
 - 7.1.2.1 where the new Event date is less than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to another CMDFA event or
 - 7.1.2.2 where the new Event date is more than 2 months, but less than 12 months away from the original Event date
 - 7.1.2.2.1 elect to apply the Sponsorship Fee (whether or not paid to us) to another CMDFA event, provided that the date of such event is not greater than 12 months from the original Event date or
 - 7.1.2.2.2 terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate or
 - 7.1.2.3 where the new Event date is more than 12 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as we may reasonably calculate

For the avoidance of doubt, where the Sponsor elects to apply the Sponsorship Fee to another CMDFA event, we are under no obligation to provide the same Sponsor Benefits for the same Sponsorship Fee

7.2 We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement as a

result of an event or series of connected events outside our reasonable control (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness)

- 7.3 No refunds will be given in respect of any cancellation by you. The Sponsor acknowledges that these charges represent a genuine pre-estimate of our losses

8. TERM AND TERMINATION

- 8.1 This Agreement shall take effect on the date that you sign the Sponsorship Form and shall continue for the Term, unless terminated early in accordance with its terms
- 8.2 Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other
- 8.2.1 has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within 7 days of being required to do so by written notice or
- 8.2.2 ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way
- 8.3 Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination
- 8.4 Upon termination of this Agreement by us in accordance with this clause 8, all outstanding sums owing to us at the date of termination shall become due and payable without deduction or set-off. Where termination occurs before you have received all the Sponsor Benefits, we shall charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits received by you prior to the date of termination
- 8.5 Upon expiry or termination of this Agreement, the parties agree that
- 8.5.1 our obligations to provide any further Sponsor Benefits shall cease
- 8.5.2 any licences granted pursuant to this Agreement shall immediately cease and
- 8.5.3 you shall destroy any Customer Literature and remove the Event Marks from any other materials in your possession

9. LIMITATION OF LIABILITY

- 9.1 Subject to clause 9.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Event, shall be limited to the Sponsorship Fee paid by you
- 9.2 Subject to clause 9.4, we shall not be liable to you for

- 9.2.1 any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or
 - 9.2.2 any indirect, special, consequential or incidental damages, loss, costs, claims or expenses of any kind however caused (including negligence) arising out of the relationship between you and us even if we have been advised of the possibility of such damages
 - 9.2.3 any conference facilities or services that are provided by third parties or their contractors
- 9.3 The obligations accepted by us in clause 4.1 are in lieu of all other warranties of any kind, express or implied
- 9.4 Nothing in this Agreement shall limit or exclude a party's liability for
- 9.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
 - 9.4.2 fraud or fraudulent misrepresentation or
 - 9.4.3 any other liability which cannot be limited or excluded by applicable law

10. CONFIDENTIALITY

- 10.1 if any party has any doubts about what constitutes Confidential Information then such party agrees to consult with the other party before acting in any manner that may breach its obligations under these terms. Confidential Information shall not include any information, however designated, that
- 10.1.1 is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party
 - 10.1.2 became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to or prior to or in contemplation of these terms
 - 10.1.3 became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party or
 - 10.1.4 is independently developed by Receiving Party without use of Disclosing Party's Confidential Information
- 10.2 Receiving Party shall
- 10.2.1 refrain from disclosing any Confidential Information of the Disclosing Party to third parties for seven (7) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party
 - 10.2.2 take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party and shall procure that all of its directors, employees, professional advisers and sub-contractors who have access to any information of the disclosing party to which the obligations of clause 10 apply shall be made aware of those obligations
 - 10.2.3 not disclose any Confidential Information to its sub-contractors without first obtaining their written agreement to confidentiality obligations no less onerous than those set out in this clause 10

Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either

- 10.2.4 gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or

- 10.2.5 obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in clause 10.2.4

Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party will have executed or shall execute appropriate written agreements with third parties sufficient to enable Receiving Party to enforce all the provisions of these terms

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this clause 10 by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure

Upon termination of these terms for any reason, Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same

10.3 Miscellaneous.

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction

All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein

11. ANTI BRIBERY

11.1 You warrant that you shall

- 11.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption
- 11.1.2 comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time and
- 11.1.3 promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Agreement

11.2 Breach of this clause 11 shall be deemed a material breach of this Agreement

12. GENERAL

- 12.1 Neither party has been induced to enter into this Agreement by a statement or promise which it does not contain. This Agreement supersedes all previous communications, representations, understandings and agreements either written or

oral (save for fraudulent misrepresentation) with respect to its subject matter. The application of any general terms and conditions upon which you trade or which may seek to impose by inclusion in any purchase order or by way of course of trading or otherwise are excluded and shall be of no effect

- 12.2 Neither party may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement will bind and inure to the benefit of any successors and assigns
- 12.3 This agreement shall be governed by and construed in accordance with the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this agreement and may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*
- 12.4 Each provision of these terms shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of these terms and the remainder of the provision in question shall continue in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision
- 12.5 The relationship of you to CMDFA is solely that of an independent arms length contractor, and nothing contained herein is intended or will be construed as establishing an employment, joint venture, partnership, commission agent or other business relationship between the parties
- 12.7 Any variation of this Agreement or any Sponsorship Form must be set out in a Sponsorship Form or otherwise in writing, and signed by an authorised representative of each of the parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented

13. NOTICES

- 13.1 Any document notice claim or demand to be given served or made by either party to the other in connection with these terms shall be sufficiently given served or made by delivering or sending the same by hand or courier, recorded delivery or registered air mail post, facsimile or email to the registered office or any notified address of the party to whom it is addressed
- 13.2 Any such document notice claim or demand shall be deemed to be given served or made
- 13.2.1 if delivered, at the time of delivery
 - 13.2.2 if sent by courier, at the expiration of 12 hours of the same having been despatched
 - 13.2.3 if posted, at the expiration of 2 days after the envelope containing the same shall have been posted
 - 13.2.4 if sent by facsimile, upon completion of transmission
 - 13.2.5 if sent by email, upon completion of transmission, provided a confirmation notice is also sent by one other method contemplated by this clause 13.2