

1 Definitions

“**Agreement**” means the Order Form executed with R&M (including Appendix A), these meetings and event services terms and conditions and the Data Protection Schedule;

“**Associated Person(s)**” means, in relation to the Client, any person (including an employee, agent or subsidiary of the Client) who is authorised to perform services for, or on behalf of, the Client;

“**Australian Consumer Law**” means Schedule 2 to the *Competition and Consumer Act 2010* (Cth);

“**Bribery Act**” means the *Bribery Act 2010* (UK) as amended, superseded or replaced from time to time during the term of this Agreement;

“**Anti-Bribery Law**” means all applicable anti-bribery laws, regulations and related codes of practice or standards of the Territory as applicable to the parties, including but not limited to the *Australian Criminal Code Act 1995* (Cth), *Competition and Consumer Act 2010* (Cth), *Corporations Act 2001* (Cth), *Bribery Act* and relevant legislation as amended, superseded or replaced from time to time during the term of this Agreement;

“**Bribery Offence**” means any offence under Sections 70.2, 141.1 and 490.1 of the *Criminal Code Act 1995* (Cth) or Sections 1, 2, 6 and 7 of the *Bribery Act* or an offence regarding the corrupt giving, offering or receiving of inducements or rewards to or from agents of companies and individuals, or public officials in the private and public sectors;

“**Business Day**” means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in Sydney, Australia;

“**Commencement Date**” shall have the meaning set out in the Order Form;

“**Confidential Information**” means secret or confidential commercial, financial, marketing, technical or other information know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and “**confidential**” means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

“**Electronic Systems**” means any electronic systems including online registration tools provided by third party suppliers which support or enhance the provision of the Event Services as notified by R&M to the Client from time to time in writing;

“**End Date**” means the end date specified in the relevant Event Specific Agreement;

“**Estimate**” means an estimate of the anticipated R&M Fee and the anticipated Service Provider Costs which shall be given to the Client by R&M pursuant to Clause 7.2;

“**Event Services**” means the event services set out and agreed by the parties in accordance with the relevant Event Specific Agreement;

“**Event Specific Agreement**” means any agreement entered into by R&M and the Client pursuant to Clause 3 of this Agreement which relates to the provision of Event Services by R&M in respect of a particular event;

“**Force Majeure**” means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including Act of God, fire, flood, lightning, pandemic, epidemic, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others);

“**Group**” means any related body corporate (the term “**related body corporate**” shall have the meaning given to it in section 50 of the *Corporations Act 2001* (Cth));

“**Initial Period**” shall have the meaning set out in the Order Form;

“**Invoice Period**” shall have the meaning as set out and agreed by the parties in accordance with the relevant Event Specific Agreement;

“**Modern Slavery Laws**” means the *Modern Slavery Act 2018* (Cth) and any statute, ordinance, code or other law including regulations under them and any code of practice, membership rules or standards issued by relevant regulators or industry bodies, whether or not having the force of law, relating to modern slavery or similar matters and is applicable in the Territory;

“**Online Terms and Conditions**” means the online terms and conditions as may be notified by R&M to the Client from time to time which apply to the use by the Client of the Electronic Systems;

“**Order Form**” means the Agreement for Meetings & Events Services Australia Order Form or the Agreement for Corporate Travel Management and Meetings & Events Services Australia Order Form (as applicable);

“**Personnel**” means the employees of R&M who are to be engaged in providing the Services;

“**Refund Procedure**” means the procedure set out in Appendix A to the Order Form;

“**R&M**” means Reed & Mackay Travel Australia Pty Limited (ABN 32 623 184 387) whose registered office is at Concierge House, 332 Kent St, Sydney NSW 2000;

“**R&M Charges**” means the R&M Fee and the Service Provider Costs;

“**R&M Fee**” means the management or transaction fee set out and agreed by the parties in accordance with the relevant Event Specific Agreement which shall be paid by the Client in accordance with Clause 7;

“**Service Provider**” means any third party with whom R&M interacts in its capacity as the Client's authorised agent pursuant to this Agreement, including any third party that: (a) provides travel services and to whom R&M makes bookings on the Client's behalf; (b) facilitates or processes bookings made by R&M on the Client's behalf for travel services; or (c) processes applications to assist or enhance a person's ability to receive the benefit of the Services;

“**Service Provider Costs**” means the costs charged by or in respect of a Service Provider (e.g. air travel, venue charges) together with all taxes, emissions, ancillary charges, booking fees and other associated costs charged by any third party (including government departments) incurred by R&M acting as the Client's agent which shall be estimated and reimbursed in accordance with Clause 7 of this Agreement;

“**Start Date**” means the start date specified in the relevant Event Specific Agreement;

“**Transaction Cost**” means the charge payable by the Client in respect of R&M processing a refund on behalf of the Client, as may be notified to the Client from time to time;

“**Traveller**” means any of the Client's officers, agents, employees, consultants, subcontractors and other similar persons who receive the benefit of the Event Services;

“**User**” means any of the Client's officers, agents, employees, consultants, subcontractors and other similar persons (who may or may not also be Travellers) who request or book Event Services under this Agreement; and

“Year” means a period of twelve months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date.

- 1.1 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.2 All references in this Agreement to “Clauses”, “Appendix”, the “Data Protection Schedule” and the “Order Form” are to the clauses, appendix, data protection schedule and order form of this Agreement unless otherwise stated.
- 1.3 In the event of a conflict or ambiguity between the Clauses of this Agreement and the Appendix, the Order Form or Data Protection Schedule, the Clauses shall have precedence.
- 1.4 In the event of a conflict or ambiguity between this Agreement and the Event Specific Agreements the following order of precedence shall apply:
 - (a) the Event Specific Agreements; then
 - (b) this Agreement.

2 Duration

- 2.1 This Agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination in Clauses 12 and 13.3 below) shall continue in force thereafter, unless and until either party gives to the other not less than six (6) months’ written notice (such notice to expire on or after the expiry of the Initial Period).
- 2.2 Each Event Specific Agreement shall come into force on the Start Date and shall remain in force for the period specified in that Event Specific Agreement and shall continue in force thereafter unless and until:
 - (a) the End Date set out in the relevant Event Specific Agreement; or
 - (b) the relevant Event Specific Agreement is terminated in accordance with the provisions of this Agreement; or
 - (c) this Agreement is terminated, when all Event Specific Agreements will automatically terminate.

3 Event Specific Agreements

- 3.1 The Client may from time to time during the term of this Agreement make enquiries with R&M about the provision of Event Services.
- 3.2 The receipt of a written request from the Client confirming that the Client would like to appoint R&M to provide Event Services shall be treated by R&M as an offer to enter into an Event Specific Agreement.
- 3.3 The parties will, if R&M accepts the Client’s offer, enter into Event Specific Agreements from time to time during the term of this Agreement and comply with its obligations set out in this Agreement and the Event Specific Agreements.

4 Provision of Services

- 4.1 With effect from the Commencement Date the Client engages R&M as its supplier of the Event Services on the Appointment Basis. R&M agrees to provide the Event Services to the Client for the term of this Agreement in accordance with the provisions of this Agreement and the Event Specific Agreements.
- 4.2 The Client authorises R&M to act as, operate as and have the status of the Client’s agent for the purpose of performing the Event Services. Without prejudice to the generality of the foregoing, the Client hereby grants to R&M the right and authority, throughout the term of this Agreement, to arrange transactions with Service Providers in connection with the Event Services and also to recover refunds in respect thereof.
- 4.3 The Client authorises R&M to enter into any agreement with any Service Provider on its behalf and as its agent during the

term of this Agreement in accordance with the provisions of this Agreement and the Event Specific Agreements.

- 4.4 R&M undertakes throughout the term of this Agreement:
 - (a) to provide the Event Services with all reasonable skill and care and in accordance with the provisions of this Agreement and the Event Specific Agreements;
 - (b) to comply with all relevant legislation; and
 - (c) to ensure that all of the Personnel will be appropriately qualified and experienced to undertake their tasks.

5 The Client’s Obligations

- 5.1 The Client undertakes during the term of this Agreement to comply with R&M’s reasonable instructions and to provide information reasonably required by R&M to provide the Event Services.

6 Event Cancellation or Alterations

- 6.1 If the Client informs R&M in writing of its desire to vary or alter its requirements for an event, R&M shall use its reasonable endeavours to vary or alter such event provided that the Client shall pay R&M or the relevant Service Provider(s) any additional costs or Service Provider Costs due to such Service Provider(s) pursuant to the Service Provider Agreements and, if applicable, pay R&M in accordance with Clause 6.1(a).
 - (a) If the Client decides to cancel or postpone any event or part of an event or any event or part of an event is cancelled, varied or postponed for any reason whatsoever (unless as a direct result of R&M’s breach of its obligations under this Agreement) then without prejudice to Clause 6.1, the Client shall pay 100% of the R&M Fee to R&M.

- 6.2 Where applicable, refund requests made by the Client shall be dealt with pursuant to the Refund Procedure.

7 Charges and Payment

- 7.1 In consideration of the provision of the Event Services by R&M to the Client, the Client shall pay the R&M Charges to R&M in accordance with this Clause 7.
- 7.2 Whenever R&M accepts a booking made by the Client in accordance with Clause 3, R&M shall provide the Client with an Estimate. The parties acknowledge and agree that:
 - (a) the Estimate will be revised at various stages during the term of the Event Specific Agreement; and
 - (b) R&M shall, subject to R&M receiving invoices from the Service Providers, issue a statement within 45 days of the relevant event (or the proposed date of the relevant event if such event is cancelled) which sets out the actual R&M Fee and actual Service Provider Costs payable in accordance with Clause 7.3.
- 7.3 Unless otherwise stated in the relevant Event Specific Agreement, the Client shall pay R&M:
 - (a) by credit card at the time of booking; or
 - (b) by invoice payable immediately on receipt of invoice.
- 7.4 The Client acknowledges and agrees that R&M may from time to time amend the rates used to calculate the Estimates and R&M shall give the Client not less than one (1) month’s prior written notice of any such amendment.
- 7.5 The Client shall be responsible for paying the Service Provider Costs as set out in Clause 7.6 below and shall pay R&M the R&M Charges in accordance with this Clause 7 including, in particular, Clause 7.3. The Client agrees that R&M will not be liable for any loss suffered by the Client where the Client has failed to pay the Service Provider costs and this has resulted in any event or part of an event being cancelled, varied or postponed.
- 7.6 Invoices from the Service Providers shall be addressed by the Service Providers to the Client C/O R&M. R&M will:
 - (a) collect and consolidate those invoices on behalf of the Client; and

- (b) pay those invoices on behalf of the Client provided that R&M has already received payment from the client of such monies in advance pursuant to Clause 7.3.
- 7.7 Subject to the notification of a bona fide dispute in accordance with Clause 7.13, the Client agrees to pay the R&M Fee and the Service Provider Costs detailed in all invoice statements within the Invoice Period.
- 7.8 All sums to be paid by the Client under this Agreement shall be in Australian Dollars (\$). Where any quote provided to the Client by R&M includes a quote for Service Provider Costs which are payable in an alternative currency, R&M reserves the right to adjust the sums quoted to reflect differences in the Australian Dollars (\$) exchange rate at the time of when such sums become payable by the Client as compared to Australian Dollars (\$) exchange rate at the time the quote was originally issued.
- 7.9 Without prejudice to any other right or remedy of R&M, if the Client fails for any reason to make any payment of any sums under this Agreement by the due date for payment then (i) the Client shall pay R&M on demand, interest on the unpaid amount at the lesser of 1.5% per month or the highest rate permitted by applicable law from the due date for payment until payment is received in full and cleared funds by R&M; and (ii) R&M shall be entitled to suspend the Services until such time as payment is received by R&M.
- 7.10 The Client acknowledges and agrees that the R&M Fees have been fixed, and the Service Provider Costs (and Estimate) will be calculated, on the basis that any amounts which are received by R&M from any Service Providers in respect of R&M's dealings with such Service Providers, or otherwise are (and may be) retained by R&M and that R&M shall not be required to account to the Client in respect of any such sums.
- 7.11 R&M shall be entitled at any time to withdraw from the Client any credit facility made available to the Client.
- 7.12 If any credit facility made available to the Client is withdrawn by R&M or any sum is not paid to R&M when due (whether the R&M Fee or the Service Provider Costs) then, without prejudice to any other rights or remedies of R&M, R&M may suspend its provision of the Event Services and/or suspend complying with its other obligations under this Agreement until it receives such security for payment of any sums from the Client as it may require.
- 7.13 If the Client has a bona fide dispute in respect of the whole or any part of any invoice issued by R&M for the Event Services, it shall notify R&M of the nature of such dispute in writing within three (3) months of receipt of the invoice giving all relevant details. Any invoice not so disputed within such three (3) month period shall be deemed to be accepted by the Client and payment shall be made in accordance with this Agreement.
- 7.14 If the Client properly notifies R&M in accordance with Clause 7.13, the Client shall be entitled to withhold payment of the whole or part of the R&M Fee in dispute, but in the event that the dispute cannot be resolved it shall be resolved in accordance with Clause 19.
- 7.15 On settlement of any dispute the Client shall make the appropriate payment in accordance with this Agreement and with respect to any such settled amount any agreed period within which payments are due to be made shall commence on the date on which the dispute is resolved.

8 Liability

- 8.1 Nothing in this Agreement or the Event Specific Agreements shall in any way exclude or limit either party's liability for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation.
- 8.2 Neither party shall be liable to the other party for any indirect, special or consequential loss or damage howsoever caused.
- 8.3 Subject to Clauses 8.1 and 8.2 above, the maximum liability of R&M to the Client arising out of, or in connection with any event whether for negligence or breach of contract or any case whatsoever shall in no circumstances exceed 100% of the

- 8.4 R&M Fee payable specifically for such event as set out in the relevant Event Specific Agreement. Subject to Clauses 8.1 and 8.2 above, the maximum liability of R&M to the Client arising out of or in relation to this Agreement (whether in contract, tort or negligence) (including arising other than in relation to a specific event) shall in no circumstances exceed \$50,000.
- 8.5 The Client acknowledges and agrees that R&M shall not be liable for any loss, damage, costs, claims, actions, expenses, proceedings or liabilities made against or suffered by the Client as a result of a Service Provider's actions or a Service Provider's failure to comply with the terms of any Service Provider agreement.
- 8.6 For the avoidance of doubt, the Client acknowledges and agrees that R&M shall not be liable to account to the Client for any loss or amount arising from, following or despite any failure by the Client to claim or request any refund that the Client may be entitled to under the terms of any ticket, booking or otherwise.
- 8.7 The express terms and conditions of this Agreement and the Event Specific Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
- 8.8 Notwithstanding any other provision of this Agreement, R&M's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Event Service, the Client is entitled:
 - (a) to cancel its service contract with R&M; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- 8.9 The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage.
- 8.10 If the failure does not amount to a major failure, the Client is entitled to have problems with the Event Services rectified in a reasonable time and, if this is not done, to cancel its contract and obtain a refund for the unused portion of the contract.

9 Access to Electronic Systems

- 9.1 If R&M agrees to provide to the Client access to Electronic Systems then R&M shall procure that the Client and its employees are granted a non-transferable, non-exclusive, non-sublicensable, royalty free (unless expressly agreed otherwise in writing) license to use the Electronic Systems for the purpose of obtaining Event Services during the term of this Agreement, subject to the Client complying with the Online Terms and Conditions.
- 9.2 The Client acknowledges that R&M sources the access to Electronic Systems from third party vendors who heavily restrict their liability. Therefore, subject to Clauses 8.1, 8.3, 8.4 and 9.3, R&M shall have no liability whatsoever to the Client for the Client's (and its employees) access and use of the Electronic Systems including but not limited to any failures, defects or downtime of the Electronic Systems.
- 9.3 R&M shall use reasonable endeavours to recover any direct losses incurred by the Client arising out of, or in connection with its use of the Electronic Systems to the extent that it is recoverable under R&M's contract with the relevant third party vendor and such recoverable losses shall be reimbursed to the Client.
- 9.4 The Client agrees to use all reasonable care in the use of such Electronic Systems, in the placement of orders and in the care and use of the password(s) and the Client is responsible for orders placed via Electronic Systems, even if such orders are placed:
 - (a) by mistake;
 - (b) by unauthorised employees; or
 - (c) otherwise involve the misuse of password(s).
- 9.5 The Client's access to the Electronic System may be revoked by R&M at any time at R&M's discretion.

- 9.6 Nothing in this Agreement shall cause the Client to acquire any right, title, or interest in the Electronic Systems anywhere in the world, except as specifically stated above.
- 9.7 The Client shall not:
- (a) use the Electronic Systems in any other way whatsoever, including on any computer, or device other than for obtaining the Event Services from R&M;
 - (b) modify, create derivatives of, reverse engineer, decompile, disassemble or translate the Electronic Systems or integrate the Electronic Systems with any other software (except as permitted by any applicable law) or introduce or allow the introduction of any viruses or any other contamination into the Electronic Systems; or
 - (c) disclose all or any portion of the Electronic Systems to any third party.

10 Data Protection

- 10.1 In this Clause 10 and the Data Protection Schedule, the terms: **"Data"** means any Personal Information that is provided by the Client and/or Individual to R&M pursuant to this Agreement; **"Data Protection Legislation"** means the *Privacy Act 1988* (Cth) including any relevant Australian Privacy Principles, and all other applicable privacy laws and such other data protection and portability laws as may be in force from time to time that regulate the collection, storage, use and disclosure of Personal Information; **"Individual"** has the meaning given by the Data Protection Legislation; **"Personal Information"** has the meaning given by the Data Protection Legislation; and **"Sub-Processor"** means in relation to Personal Information for which R&M is instructed to process on behalf the Client, an entity that is engaged by R&M as a subcontractor in respect of processing of such Personal Information.
- 10.2 The parties acknowledge that Data will be provided by the Client, Travellers and/or Users to R&M. The Client will act as a controller and R&M will act as a processor in relation to the Data. For the avoidance of doubt:
- (a) the Client and Service Providers shall be controllers of any Data R&M is required to provide to Service Providers in order to provide the Services; and
 - (b) Service Providers shall not be regarded as "Sub-Processors" for the purposes of this Agreement.
- 10.3 The parties acknowledge that Personal Information will be provided by the Client, Travellers and/or Users to R&M.
- 10.4 The parties agree to comply with their respective obligations under the Data Protection Schedule.
- 10.5 Without prejudice to Clauses 10.7 to 10.9 (inclusive), the Client shall ensure that it will not collect or share Personal Information with R&M, unless it is reasonably necessary for, or directly related to, one or more of the Client's functions or activities and has provided Travellers and Users with all necessary information to enable the Personal Information to be lawfully provided to R&M in accordance with the applicable Data Protection Legislation.
- 10.6 R&M shall:
- (a) only use the Data to:
 - (i) perform its obligations under this Agreement; and/or
 - (b) comply with the applicable Privacy Legislation or any applicable Commonwealth, State and Territory laws;
 - (c) notify Client of any request made by an Individual for access to or correction of the Data and respond to such requests in accordance with Client's reasonable directions;
 - (d) co-operate and comply with any reasonable directions or requests by Client pertaining to the use or disclosure of the Data, or the resolution of any complaint under the Data Protection Legislation;

- (e) take all reasonable steps to ensure the reliability of Personnel who have access to the Data and ensure that all such Personnel are bound by enforceable obligations of confidentiality;
 - (f) make available to the Client, within a reasonable period of time following notice from the Client, all information necessary to demonstrate compliance with the obligations set out in this Clause 10.6 and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client; and
 - (g) at the Client's choice, delete or return to the Client all Personal Information when the Services cease to be provided to the Client, and delete all then existing copies (unless required to be retained by R&M by applicable law);
 - (h) to the extent Data is lost or accessed by an unauthorised third party ("**Incident**"):
 - (i) notify the Client of the Incident;
 - (ii) co-operate with and act in good faith to Client in investigating and responding to the Incident;
 - (iii) give Client reasonable access to information and personnel for the purpose of investigating and responding to the Incident; and
 - (iv) not disclose to any third party the existence of or information relating to the Incident without Client's prior written consent (such consent not to be unreasonably withheld), unless required by the Data Protection Legislation or relevant Commonwealth, State and Territory legislation.
- 10.7 The Client acknowledges and agrees, and shall procure that the Travellers and Users acknowledge and agree, that it is necessary for R&M to provide Data to Service Providers (whether or not within Australia) in order to provide Services.
- 10.8 Without prejudice to Clause 10.7 and notwithstanding any other provision in this Agreement, the Client:
- (a) hereby consents to R&M disclosing the Data to any Service Provider (whether or not within Australia) for the purposes of supplying the Services in accordance with this Agreement; and
 - (b) hereby acknowledges that the transfer of Personal Information from R&M to Service Providers is reasonably necessary for, or directly related to the purposes of supplying the Services in accordance with this Agreement.
- 10.9 In light of Clause 10.7, R&M shall use its reasonable endeavours to help the Client to respond to any failure (whether act or omission) by a Service Provider to process the Data in accordance with appropriate and industry standard methods but R&M shall otherwise have no liability to the Client, any of the Client's Group or any Traveller or User (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise) arising out of or in connection with any Service Providers' accessing, modifying, processing, using, misusing, losing, disclosing, interfering, damaging or corrupting the Data, or otherwise infringing a person's rights in relation to the Data.
- 10.10 The Client acknowledges and agrees that the Data Protection Schedule contains certain details relating to the processing of Personal Information by R&M pursuant to this Agreement.
- 10.11 The Client acknowledges and agrees that R&M may from time to time record telephone calls between the Client (including any of the Client's employees, agents or subcontractors) and R&M (including any of R&M's employees, agents or subcontractors).
- 10.12 The Client agrees to use all reasonable endeavours to inform its employees, agents and/or subcontractors that telephone calls between the Client (including any of the Client's

employees, agents or subcontractors) and R&M (including R&M's employees, agents or subcontractors) may be recorded from time to time by R&M pursuant to Clause 10.11.

11 Confidentiality and Publicity

11.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement or the Event Specific Agreements and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or the Event Specific Agreements or with the prior written consent of the other party. Where disclosure is made to any employee, consultant, or agent, it shall be done subject to obligations equivalent to those set out in this Agreement or the Event Specific Agreements and each party agrees to use all reasonable endeavours to procure that any such employee, consultant or agent complies with such obligations provided that each party shall continue to be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

11.2 The obligations of confidentiality in this Clause 11 shall not extend to any information which the party that wishes to disclose such information can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement or the Event Specific Agreements;
- (b) was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
- (c) was independently disclosed to it by a third party entitled to disclose the same; or
- (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

11.3 Neither party shall make any announcement or otherwise publicise the existence of or disclose to any person the terms of this Agreement or the Event Specific Agreements without the prior written consent of the other party.

12 Termination

12.1 Either party may immediately terminate this Agreement or any Event Specific Agreement without payment of compensation or other damages caused to the other party solely by such termination by giving notice in writing to the other party if any one or more of the following events happens;

- (a) the other party commits a material breach of any of its obligations under this Agreement or any Event Specific Agreement which is incapable of remedy;
- (b) the other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement or any Event Specific Agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 30 days;
- (c) any sum payable under the Agreement or any Event Specific Agreement is not paid within 7 days of its due date in accordance with this Agreement;
- (d) the other party proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the *Insolvency Act 1986* (Cth), or an interim order is made in relation to the other party under Section 252 of the *Insolvency Act 1986* (Cth), or any other steps are taken or negotiations commenced by the other party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;
- (e) the other party has any distress or execution levied on its assets which is not paid out within seven days of its being levied;

(f) the other party is deemed to be unable to pay its debts within the meaning of Section 123(1) of the *Insolvency Act 1986* (Cth); or

- (g) if:
 - (i) the other party calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
 - (ii) the other party presents, or has presented, a petition for a winding up order; or
 - (iii) an application to appoint an administrator is made in respect of the other party or a notice of intention to appoint an administrator is filed in respect of the other party; or
 - (iv) any other steps are taken by the other party or any other person to appoint an administrator over the other party; or
 - (v) the other party has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
 - (vi) the other party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it;
- (h) a secured lender to the other party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; or
- (i) the other party suffers or undergoes any procedure analogous to any of those specified in Clause 12.1(d) to (g) (inclusive) above or any other procedure available in the country in which the other party is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor.

12.2 If R&M becomes entitled to terminate this Agreement under Clause 12.1, then it may instead at its option terminate any one or more of the Event Specific Agreements that are in force at that time. For the avoidance of doubt in such circumstances this Agreement shall continue in full force and effect.

12.3 Notwithstanding any other provision, all amounts payable to R&M under the Agreement and the Event Specific Agreements shall become due immediately upon termination of this Agreement for whatever reason and R&M may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Client shall pay these invoices within thirty (30) days of receipt of such invoice.

12.4 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date this Agreement is terminated.

12.5 Any termination of this Agreement (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13 Force Majeure

13.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

13.2 Save as provided in Clause 13.3, Force Majeure shall not entitle either party to terminate this Agreement or any of the Event Specific Agreements and neither party shall be in breach of this Agreement or any of the Event Specific Agreements, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

13.3 If the Force Majeure continues for longer than one (1) month either party may at any time whilst such Force Majeure continues by notice in writing to the other terminate this Agreement or the affected Event Specific Agreement.

13.4 If a Force Majeure Event affects a Service Provider and this has an impact on the Client's receipt of the Event Services

and/or any service provided by a Service Provider, then R&M shall, at the Client's request, use its reasonable endeavours to assist the Client by sourcing alternative Service Provider services or other alternative arrangements and the Client shall pay R&M the costs and expenses incurred by R&M for providing such assistance.

14 Assignment

- 14.1 Neither party may assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement or the Event Specific Agreements without prior written consent of the other party which shall not be unreasonably withheld.
- 14.2 R&M may sub-contract performance of any of the Event Services (or part thereof) to any person, firm, corporation or organisation provided that R&M shall remain responsible to the Client for the performance of such Event Services in accordance with the terms of this Agreement.

15 Non-Solicitation

- 15.1 The Client undertakes with R&M that, during the term of this Agreement and for a period of six (6) months after termination of this Agreement, the Client shall not without the prior written consent of R&M:
 - (a) make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any person employed by R&M during the term of this Agreement and with whom it has had personal contact or dealing ("Relevant Employee"); or
 - (b) solicit or attempt to solicit services from any Relevant Employee on their own account or entice or attempt to entice any Relevant Employee away from R&M.

16 Anti-Bribery, Modern Slavery and Sanctions

- 16.1 The Client warrants that it has not at any time prior to the Commencement Date:
 - (a) committed a Bribery Offence; or
 - (b) been formally notified that it is subject to an investigation or prosecution which relates to an alleged Bribery Offence.
- 16.2 The Client undertakes that, during the term of this Agreement, it shall not, and it shall procure that its Associated Persons shall not:
 - (a) engage in any activity, practice or conduct which could constitute a Bribery Offence; or
 - (b) do or permit anything to be done which would cause R&M or any of R&M's employees, sub-contractors or agents to contravene any section of the Anti-Bribery Law; or
 - (c) otherwise incur any liability in relation to the Anti-Bribery Law.
- 16.3 The Client undertakes that, during the term of this Agreement, it shall, and it shall procure that its Associated Persons shall:
 - (a) on receipt of a written request from R&M, repeat the warranties set out in Clause 16.1 above;
 - (b) comply with all obligations arising out of the Anti-Bribery Law; and
 - (c) comply with R&M's Bribery Policy as amended, superseded and replaced from time to time. A copy of the latest version will be available during the term of this Agreement on request.
- 16.4 The Client shall notify R&M immediately if it becomes aware, or has reason to believe that it has, or any of its Associated Persons have, breached any of the Client's obligations under this Clause 16.
- 16.5 Any breach of this Clause 16 by the Client or any of its

Associated Persons (whether with or without the knowledge of the Client) shall be deemed to be a material breach of this Agreement for the purpose of Clause 12.1.

- 16.6 Each party agrees to comply with applicable U.S. export and sanctions laws and regulations with respect to its activities hereunder.
- 16.7 Each party shall take reasonable steps to ensure that it is complying with Modern Slavery Laws and that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business.

17 General

- 17.1 This Agreement and the Event Specific Agreements contains the entire agreement between the parties in relation to its subject-matter. The Client irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement or the Event Specific Agreements because of breach of any warranty not contained in this Agreement or the Event Specific Agreements, or any misrepresentation whether or not contained in this Agreement or the Event Specific Agreements, unless such misrepresentation was made fraudulently.
- 17.2 No purported alteration or variation of this Agreement or the Event Specific Agreements by the Client shall be effective unless it is agreed in writing with R&M, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.
- 17.3 If any part of this Agreement or the Event Specific Agreements is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement or the Event Specific Agreements and the validity and/or enforceability of the remaining provisions of this Agreement or the Event Specific Agreements shall not be affected or impaired as a result of that omission.

18 Notices

- 18.1 Any notices sent under this Agreement or the Event Specific Agreements must be in writing and served by personal delivery or by sending the notice by special delivery at the address given in the Order Form or at such other address the parties may agree and every notice shall be deemed to have been served upon delivery (if served by hand) or at the expiration of two (2) days after despatch if delivered by first class pre-paid post or special delivery.

19 Law and Disputes

- 19.1 If any dispute or difference arises in connection with this Agreement or the Event Specific Agreements (including any question regarding its existence, validity or termination) the directors or other senior representatives of the parties with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute or difference is not resolved at that meeting, then such dispute or difference shall be resolved in accordance with the remainder of this Clause 19.
- 19.2 This Agreement or the Event Specific Agreements and any dispute or claim arising out of or in connection with them (whether of a contractual or non-contractual nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of New South Wales, Australia and shall be subject to the non-exclusive jurisdiction of courts of New South Wales, Australia.

