

CLIENT SERVICE AGREEMENT

CO
PRODUCE



CLIENT SERVICES AGREEMENT

BASIS OF AGREEMENT

CoProduce Pty Ltd ACN 644 235 978 (CoProduce, we, or us) carries on the business of providing event planning and management services as set out on our website <https://www.coproducte.com.au/> (Website). CoProduce has agreed to provide the Services to the you (the Client or you) and the Client has agreed to procure the Services from CoProduce in accordance with the Key Agreement Details set out on the Website at the time the Client made payment for our Services (which together form this “agreement”).

1 READING AND ACCEPTING THESE TERMS

- (a)** Capitalised words and phrases used in these terms and conditions have the meaning given:

 - (i)** to that word or phrase in the Key Agreement Details;
 - (ii)** to that word or phrase in a Key Agreement Details;
 - (iii)** by the word immediately preceding any bolded and bracketed word(s) or phrase(s); or
 - (iv)** in the definitions in clause 20 of this agreement.
- (b)** By clicking the tick box below or clicking the “I accept this agreement” button on our Website, paying for the Services or otherwise accepting the benefit of any part of your Services, you agree to be bound by this agreement which form a binding contractual agreement between you the person acquiring the Services or the company you represent and are acquiring the Services on behalf of (‘you’ or ‘your’) and us.
- (c)** Where this agreement is accepted by parent or guardian on behalf of another individual, that parent or guardian warrants that they have sufficient authority to accept this agreement on that individual’s behalf and agrees to indemnify us for any loss or damage suffered by us if this agreement is found to be unenforceable against that individual for any reason.

2 DURATION AND RENEWAL OF THIS AGREEMENT

This agreement commences on the date both parties sign the agreement, and continues in effect until the Services have been performed as set out in the Key Agreement Details (Term), unless earlier terminated in accordance with clause 16.



3 ORDERING AND PERFORMANCE OF SERVICES

3.1 BRIEFS BY CLIENT

- (a) Prior to the acceptance of the Services, the Client may provide CoProduce with a brief that sets out what services are required by the Client (Client Briefs). CoProduce will produce the Services in accordance with the Client Briefs.
- (b) CoProduce may, at its discretion, accept or revise a Client Brief. If a Client Brief requests Services that are outside of the scope of Services set out in the Proposal, CoProduce will provide a revised brief to the Client for its approval or contact the Client to discuss limiting the scope of the Client Brief so it falls within the Services.

3.2 SERVICES TO BE PROVIDED

- (a) In consideration for the payment of the Fees, CoProduce will perform the Services in accordance to the extent described in the relevant Key Agreement Details.
- (b) Any time frame agreed for the performance of the Services is indicative only and subject to change on notice by CoProduce.
- (c) Unless otherwise agreed, CoProduce may, at its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Client has paid the invoice in respect of such Services.

3.3 ADDITIONAL SERVICES OUTSIDE OF THE SCOPE

- (a) The parties may agree to additional services that are required to be provided which are outside the scope of the existing Services.
- (b) These terms and conditions may apply to all additional work between the parties, and where relevant these terms will supersede any existing quotation for services provided by CoProduce if specified.
- (c) Unless otherwise specified in writing by Coa Produce, any separate and additional Services will not limit or otherwise affect any other current agreement between the parties.

3.4 CHANGES TO THE SERVICES

- (a) The Client must pay a 'change in scope fee', in an amount reasonably determined by CoProduce (Change Fee), for changes to Services requested by the Client



which alter the scope set out in the relevant Key Agreement Details and require CoProduce to perform additional work or incur additional costs (Changes).

- (b) Unless otherwise agreed in writing, CoProduce may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
- (c) CoProduce will only be required to perform Changes, if:
 - (i) CoProduce agrees in writing to perform the Changes;
 - (ii) the Client confirms in writing that they wish for CoProduce to proceed with the Changes and the relevant Change Fee; and
 - (iii) the Client pays the Change Fee, in accordance with clause 8.1 as if it was a Fee.

3.5 DELIVERABLES AND ACCEPTANCE

- (a) The Client agrees that it must notify CoProduce within 14 business days of receiving the Services if there are any concerns with the Services.
- (b) If the Client does not provide any notice of its concerns within this timeframe, the Services are deemed to be accepted by the Client and CoProduce will have no further obligations with respect to the Services provided (unless otherwise required under Competition and Consumer Act 2010 (Cth)).

3.6 EVENT DATES AND TIMES

Prior to the execution of this agreement, you are required to notify CoProduce of the Event Date related to the Services. You acknowledge that the Fees specified in the Key Agreement Details have been determined based on the information you have provided regarding the event location, event conditions, timing, required services, and other relevant factors. Should any of these details change, the scope of the Services will be considered altered, necessitating a revision of the quoted Fees in accordance with clause 3.4.

3.7 THIRD PARTY TERMS AND CONDITIONS

- (a) The Client acknowledges and agrees that the terms and conditions of third-party suppliers of goods or services (Third Party Terms) may apply to any part of the Services including but not limited to third party vendors that the Client has engaged for the Event Date.
- (b) CoProduce will endeavour to notify the Client of Third-Party Terms that apply to the Services, in which case:



- (i) the Client must immediately notify CoProduce if they do not agree to the Third-Party Terms; and
 - (ii) if CoProduce does not receive a notice in accordance with clause 3.7(b)(i) the Client will be taken to have accepted those Third Party Terms, and CoProduce will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (c) The Client acknowledges and agrees that if the Client does not agree to any Third-Party Terms, this may affect CoProduce's ability to meet Key Dates and / or Times.

4 DRY HIRE OF EQUIPMENT

4.1 USE

- (a) The Client must ensure that the Equipment is only used:
 - (i) at the Event Location;
 - (ii) in accordance with the Equipment manufacturer's requirements, recommendations and instructional materials provided to the Client; and
 - (iii) in accordance with all Laws, rules and regulations applicable to the Equipment and its use and/or relating to the Event Location.
- (b) The Client must not, and must not allow any Personnel or third party to:
 - (i) (in the case of children) allow unsupervised use of the Equipment during the Hire Period;
 - (ii) use the Equipment for any dangerous or illegal purpose;
 - (iii) use the Equipment for an unintended purpose;
 - (iv) vandalise, modify or make any alterations to the Equipment, including by unauthorised repair;
 - (v) use or allow the Equipment to be used while the operator is under the influence of alcohol or drugs;
 - (vi) use the Equipment in a way that fails to comply with any instructions (written or otherwise) provided by us;
 - (vii) use the Equipment when it is damaged or unsafe;
 - (viii) affix or install any accessories, equipment or device on or to the Equipment without CoProduce's prior written consent;
 - (ix) sub-hire the Equipment.



4.2 MAINTENANCE

- (a) The Client must, when the Equipment is unattended, always keep it locked, stored and secured in a safe area and keep the keys under their control.
- (b) The Client is responsible for the performance and cost of daily maintenance and care of all Equipment in its possession.
- (c) If instructed by CoProduce, the Client must cover the Equipment with waterproof material in wet weather conditions.

4.3 OPERATOR

The Client agrees that they are responsible for the acts and omissions of any other person they allow to use the Equipment.

4.4 CLEANING

The Client acknowledges that the Equipment is rented out in a clean condition. The Client must clean the Equipment as instructed by CoProduce and return the Equipment in a reasonable state of cleanliness (inside and out) as it was on the Start Date (Clean). If the Equipment is not Clean upon return, a cleaning fee covering the total cost to CoProduce to clean the Equipment will apply.

5 PERSONAL PROPERTY SECURITIES

5.1 APPLICATION

Until such time as the Fees for the Equipment are paid for in full in cleared funds, this clause shall apply to the supply of Equipment.

5.2 OWNERSHIP

- (a) The Equipment is and will at all times remain the property of CoProduce, notwithstanding delivery of the Equipment to the Client or the possession and use of the Equipment by the Client.
- (b) The Client will not have any right, title or interest in or to the Equipment except as expressly set out in this Agreement.

5.3 POSSESSION

The Client must not, without CoProduce's prior written consent, part with possession of the Equipment during the Hire Term.



5.4 ENCUMBRANCES

The Client must not allow any security interest, encumbrance, charge or lien of any kind to arise or remain in relation to the Equipment, including a repairer's lien.

5.5 PERSONAL PROPERTY SECURITIES

The Client acknowledges and agrees that notwithstanding any other provision of this Agreement:

- (a) the Personal Property Securities Act 2009 (Cth) and its regulations as amended and in force from time to time ("PPSA") applies to any supply of Equipment by CoProduce to the Client;
- (b) by agreeing to and/or accepting or adopting this Agreement the Client grants to CoProduce:
 - (i) a purchase money security interest in the Equipment (on the basis that the Equipment are sold on retention of title terms); and
 - (ii) a security interest over all present and after-acquired property of the Client (for purposes of this clause "Client's Property"),
- (c) to secure CoProduce' interest in the Equipment and all moneys owing or payable by the Client under this Agreement and any other moneys payable by the Client to CoProduce from time to time on any account whatsoever;
- (d) if a purchase money security interest is not able to be claimed by CoProduce in respect of the Equipment for any reason, CoProduce will have a security interest in the Equipment;
- (e) the Client agrees that CoProduce' security interest in Equipment and the Client's property covered by this Agreement may be registered on the PPSR and the Client agrees to do all things necessary and required by CoProduce to effect registration of CoProduce' security interest on the PPSR in order to give CoProduce' security interest the best priority possible and anything else CoProduce requests the Client to do in connection with the PPSA without delay;
- (f) the Client warrants that all information provided by the Client to CoProduce, including but not limited to the Client's details, including the entity, name, ACN or ABN and address set out in the Quote is correct in all respects and must not change its name, address or other details set out in the Quote without providing CoProduce with at least 20 business days prior written notice;



- (g)** the Client unconditionally and irrevocably appoints CoProduce as its attorney to do any of acts and matters set out in this clause 5 in the event that the Client fails, delays or declines to execute such documents or do such acts;
- (h)** the Client agrees that it will not grant a security interest or other encumbrance in the Equipment whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of CoProduce, which CoProduce may refuse to provide or grant in its absolute and unfettered discretion. CoProduce may request and the Client must provide any information that CoProduce requires, acting reasonably, in order to fully consider whether to grant its consent;
- (i)** CoProduce' security interest in the Equipment, and the Client's Property extends to any proceeds in all present and after acquired property including without limitation book debts and accounts receivable arising from the selling or hiring of the Equipment, and/or the Client's Property by the Client;
- (j)** it has received value as at the date of first delivery of the Equipment and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to CoProduce under this Agreement;
- (k)** the Equipment are located in Australia at the date of the supply of the Equipment and the Client warrants that the Equipment will remain located in Australia for the duration of the Agreement;
- (l)** neither CoProduce or the Client will disclose any information to any interested person unless required to do so under the PPSA;
- (m)** the Client waives its right under the PPSA:

 - (i)** to receive a copy of any verification statement, financing change statement, or any notice that CoProduce intends to sell the Equipment and/or the Client's Property or to retain the Equipment and/or the Client's Property on enforcement of the security interest granted to CoProduce under this Agreement or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
 - (ii)** to object to a proposal by CoProduce to dispose of or purchase or retain the Equipment and/or the Client's Property in satisfaction of any obligation owed by the Client to CoProduce;
 - (iii)** to receive a statement of account following the sale of the Equipment and/or the Client's Property; or
 - (iv)** to redeem the Equipment and/or the Client's Property;



- (v) will not give (or allow any person to give) to CoProduce a written demand requiring CoProduce to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the PPS Register a financing change statement under the PPSA; and
 - (vi) a default under any other security agreement under which it has granted a security interest to any other party in respect of the Equipment is deemed to be a breach of this Agreement.
- (n) CoProduce is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

5.6 FURTHER SUPPLIES

The parties acknowledge and agree that any supply of Equipment of any kind by CoProduce to the Client which is not specifically set out in the Quote but for which CoProduce has or later issues a tax invoice or any other documentation to the Client is deemed to form part of the Agreement and is subject to the terms of the Agreement.

5.7 ENFORCEMENT

- (a) The enforcement provisions contained in this Agreement are in addition to any rights available to CoProduce under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 5.5(a) and any other provision of this Agreement sections 125, 129(2), 142 and 143 of the PPSA are contracted out of.

5.8 POWER OF ATTORNEY

The Client irrevocably nominates, constitutes and appoints CoProduce and/or its officers and/or its nominees severally to be the true and lawful attorneys of the Client on behalf of and in the name of the Client to do all things necessary and sign all such documents as may be necessary to deal with the Equipment in accordance with the enforcement provisions of this Agreement, the PPSA or otherwise, if the Client is in default of this Agreement.

6 DISCLAIMERS

6.1 NO LEGAL OR FINANCIAL ADVICE

- (a) All information provided by CoProduce as part of the Services is general information based on CoProduce's opinion and experience, and the information the Client provides to CoProduce.



- (b) No information provided as part of the Services is intended to be legal or financial advice of any kind and it should not be relied on as such.
- (c) The Client should obtain specific financial, legal or other professional advice before relying on the Services. By not seeking such advice, the Client accepts the risk that the information provided as part of the Services may not meet the specific needs of its business.
- (d) The Client acknowledges and agrees that CoProduce is only providing the Services and it is the sole responsibility and obligation of the Client to take the appropriate measures to execute the recommendations given by CoProduce.

6.2 ASSUMPTION OF RISK

- (a) The Client acknowledges and agrees that CoProduce's role is limited to providing event planning and management services as set out in the relevant Key Agreement Details, and the Client assumes all risk and responsibility for any loss of property, injury, death or other harm that may occur to any third parties associated with the Services and the Premises including but not limited to the Client's Personnel.
- (b) To the fullest extent permitted by law, the Client hereby releases and waives any and all claims, liabilities, demands, actions, or causes of action against CoProduce arising out of or in connection with any loss of property, injury, death or other harm to third parties associated with the Services and the Premises including but not limited to the Client's Personnel.
- (c) CoProduce will not be liable for any acts, omissions, negligence, or other conduct of third parties engaged in connection with the event, including but not limited to vendors, contractors, the Client's Personnel and venue operators.
- (d) The Client agrees to indemnify, defend, and hold CoProduce harmless from any claims, demands, losses, liabilities, costs, and expenses arising out of or related to any loss of property, injury, death or other harm to third parties associated with the Services and the Premises including but not limited to the Client's Personnel.

6.3 THIRD PARTIES

- (a) CoProduce may assist the Client to engage third-party contractors for goods, services (Third Parties).
- (b) The Client acknowledges and agrees that CoProduce will not be held responsible for any acts, omissions, negligence, or other conduct of Third Parties engaged in connection with the Services.



- (c) The Client acknowledges and agrees that any agreements or contracts entered into with Third Parties are solely between the Client and the respective Third Parties.
- (d) To the fullest extent permitted by law, CoProduce disclaims any liability for any loss, damage, injury, or other harm arising from or related to the acts, omissions, or performance of Third Parties including but not limited to damage to property, injury and damage to person or death.
- (e) The Client is solely responsible for reviewing and approving the terms and conditions of any agreements or contracts with Third Parties.
- (f) The Client agrees to address any disputes, claims, or issues directly with the relevant Third Parties.

6.4 WORKPLACE DOCUMENTS

- (a) As part of the Services, CoProduce may provide the Client with workplace documents and training resources, including but not limited to template documents to be used as part of the Client's business (Workplace Documents).
- (b) The Client acknowledges and agrees that:
 - (i) CoProduce retains ownership of the Intellectual Property Rights the Workplace Documents;
 - (ii) nothing in the Workplace Documents is intended to be legal or financial advice of any kind and they should not be relied on as such;
 - (iii) the Workplace Documents are templates only and as a result will not be tailored to the specific needs of the Client's business; and
 - (iv) it is the Client's responsibility to seek legal or financial advice before relying on the Workplace Documents and ensure that the Workplace Documents are adjusted and suitable for their business' needs.
- (c) the Client indemnifies CoProduce against any liability or loss the Client suffers as a result of or in connection with the Client's use of the Workplace Documents, including for any claims made against CoProduce by the Client's customers or other third parties.

6.5 DEPENDENCIES

- (a) CoProduce's ability to perform its obligations under this agreement may be dependent on the Client or its personnel fulfilling their obligations.



- (b) To the extent that the Client or its personnel does not fulfil their obligations under this agreement, then (without prejudice to CoProduce's rights and remedies) CoProduce will be relieved of its obligations to the Client to the extent that, and only for so long as, CoProduce is prevented from performing the Services in accordance with this agreement, and CoProduce will not be liable for any loss, damage, cost or expense suffered by the Client arising out of or relating to the aforementioned.

6.6 NO GUARANTEED OUTCOME

- (a) All information provided as part of the Services is an opinion only, based on CoProduce's experience and expertise.
- (b) CoProduce does not guarantee any particular outcome or decision from any third party on any issue if the Client relies on the Services.

7 CLIENT OBLIGATIONS

7.1 PROVIDE INFORMATION

- (a) In a timely manner and within the timeframes specified by CoProduce, the Client must provide CoProduce with all documentation, information and assistance reasonably required by CoProduce to perform the Services and agrees that time is of the essence when information is requested by CoProduce.
- (b) The Client agrees to liaise with CoProduce as it reasonably requests for the purpose of enabling CoProduce to provide the Services.
- (c) The Client must provide feedback on all questions and documents provided to the Client within the agreed time frame, if feedback is included in the Services. If the Client delays in providing any feedback, there may be delays in the Services which CoProduce will not be liable for any delays to the estimated time frames.
- (d) The Client warrants that all information, documentation and other material it provides to CoProduce for the purpose of receiving the Services, including any application logos, Intellectual Property Rights, company information, and commercial information, is complete, accurate, compliant with any applicable laws and industry regulations, and up-to-date and that use of any information provided by the Client to CoProduce will not infringe the Intellectual Property Rights of any third party and will indemnify CoProduce from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.



- (e) The Client releases CoProduce from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by information, documentation or any other material provided by the Client being incomplete, inaccurate or out-of-date.

7.2 ACCESS

The Client agrees to provide CoProduce with access to:

- (a) the Client's premises and Personnel, to the extent required to perform the Services; and
- (b) any other third party or other accounts used by the Client (including login details and passwords),

as reasonably required by CoProduce to perform the Services.

7.3 ACCESS TO PREMISES

- (a) The Client must allow CoProduce access to any premises or required areas of any premises reasonably necessary for CoProduce to provide the Services (Premises).
- (b) The Client must obtain any authority or approval (including strata or building management approval if applicable) for CoProduce that is reasonably necessary for CoProduce to provide the Services.
- (c) The Client must conduct or facilitate any inductions, training or supervision or other requirements of the Premises, including anything referred to in Special Conditions of the Proposal, so that CoProduce has full access to carry out the Services.
- (d) Where CoProduce is unable to gain access to the Premises due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to reschedule any Services and CoProduce reserves the right to claim any expenses including travel and lost income and to charge this to the Client as an expense under this agreement.
- (e) The Client warrants that the Premises are safe for CoProduce to enter and perform the Services including, where applicable, complying with any relevant workplace health and safety legislation and requirements.



7.4 INSURANCE

- (a) The Client acknowledges and agrees that it is responsible for insuring itself against its risks under and in connection with this agreement.
- (b) The Client must ensure that it effects and maintains adequate insurance to cover the Client's risks and liabilities under this agreement and any activities undertaken by the Client in connection with this agreement, including as applicable to the particular activity, business insurance, professional indemnity insurance, errors and omissions insurance and public liability insurance for an amount not less than \$20 million.
- (c) The Client acknowledges that CoProduce may, in its discretion, hold public liability insurance for an amount not less than \$20 million but such insurances may not cover the Client and CoProduce will have no obligation or requirement to insure the Client under this Agreement. CoProduce reserves the right to apply any insurance policy it does hold to damage or loss caused or contributed to by the Client, however CoProduce is under no obligation to.

7.5 COMPLIANCE WITH LAWS

The Client agrees that it will not by receiving or requesting the Services:

- (a) breach any applicable laws, rules and regulations (including any applicable privacy laws); or
- (b) infringe the intellectual property rights or other rights of any third party or breach any duty of confidentiality.

8 FEES AND PAYMENT

8.1 FEES

- (a) The Client must pay the Fees:
 - (i) in the amounts, and on or before the Payment Due Date(s), set out in the Key Agreement Details;
 - (ii) in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law; and
 - (iii) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds



- (b) If there is no Payment Due Date set out in the Key Agreement Details in relation to a Fee, that Fee must be paid at the time set out in the relevant invoice issued by CoProduce.
- (c) If an invoice issued by CoProduce does not set out a Payment Due Date, then a Fee will be due within 10 days from the date of that invoice.
- (d) To the maximum extent permitted under the Competition and Consumer Act 2010 (Cth) any Fees paid in accordance with this agreement are non-refundable.

8.2 INVOICES

CoProduce will issue a valid tax invoice to the Client for payment of the Fees. The Client must pay the Fees in accordance with the remittance method set out in an invoice.

8.3 SUSPENSION OF SERVICES

- (a) CoProduce reserves the right to suspend all or part of the Services indefinitely where the Client fails to pay the Fees in accordance with clause 8.1.
- (b) In accordance with clause 10.3 and 16.3, if there are any Materials in the Client's possession or knowledge for which the Client has not paid the Fees in full, until such time as the Client has paid CoProduce the Fees in full, the Client agrees not to use any such materials, in whole or in part, or the product of such services.

8.4 EXPENSES

Unless otherwise agreed in writing the Client will bear all travel, accommodation, ground transportation and related expenses reasonably incurred by CoProduce in connection with any services performed by CoProduce located outside of Sydney, New South Wales, Australia.

8.5 GST

Unless otherwise indicated, amounts stated in a Key Agreement Details do not include GST. In relation to any GST payable for a taxable supply by CoProduce, the Client must pay the GST subject to CoProduce providing a tax invoice.

8.6 CARD SURCHARGES

CoProduce reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).



8.7 LATE PAYMENT

If the Client does not pay an amount due under this agreement on or before the date it is due:

- (a) CoProduce may immediately suspend provision of the Services;
- (b) CoProduce may seek to recover the amount due by referring the matter to a collection agency;
- (c) without limiting any of CoProduce's other rights under these terms, the Client must pay CoProduce interest at the rate of 10% per annum on each amount outstanding, accruing daily and compounding monthly, from the due date for payment to the date on which payment is received by CoProduce; and
- (d) the Client must reimburse CoProduce for any costs it incurs, including any legal costs, in connection with recovering the amount due or enforcing any of its rights under this agreement.

9 CONFIDENTIALITY AND PRIVACY

9.1 PRIVACY

The parties must comply with, if applicable, their respective obligations under the Privacy Act 1988 (Cth).

9.2 CONFIDENTIAL INFORMATION

The parties will not, during, or at any time after, the Term, disclose Confidential Information directly or indirectly to any third party, except:

- (a) with the other party's prior written consent;
- (b) as required by Law; or
- (c) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (Additional Disclosees).



9.3 NON DISPARAGEMENT

The Client agrees not to, either on its own or through any third party, make any statements, comments or communications (through any means) or take any action which may disparage or damage the brand or goodwill of CoProduce.

9.4 BREACH

If either party becomes aware of a suspected or actual breach of clause 9.2 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 9.2.

9.5 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.

9.6 RETURN

On termination or expiration of this agreement, each party must immediately return to the other party, or (if requested by the other party) destroy, any documents or other Material in its possession or control containing Confidential Information of the other party.

9.7 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 9. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

10 INTELLECTUAL PROPERTY**10.1 DEFINITIONS**

In this clause and any Key Agreement Details, the following terms have the following meanings in relation to Intellectual Property Rights:

- (a)** Existing Material means Material, other than New Material;
- (b)** New Material means Material that is created, written, developed or otherwise brought into existence during the Term for the purposes of this agreement; and



- (c) Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.

10.2 EXISTING MATERIAL

- (a) Except to the extent otherwise stated in a Key Agreement Details or in this clause 10:
 - (i) each party retains ownership of the Intellectual Property Rights in its Existing Material; and
 - (ii) nothing in this agreement transfers ownership of, or assigns any Intellectual Property Rights in, either party's Existing Material to the other party.
- (b) The Client grants to CoProduce (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use its Existing Material to the extent reasonably required to perform any Services.
- (c) The Client warrants that CoProduce's use of the Client's Existing Material will not infringe the Intellectual Property Rights of any third party and will indemnify CoProduce from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.
- (d) CoProduce grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use its Existing Material, to the extent:
 - (i) such Existing Material is incorporated into the New Material; and
 - (ii) such use is reasonably required for the Client to enjoy the benefit of the Services.

10.3 NEW MATERIAL

- (a) Unless otherwise stated in a Key Agreement Details, Intellectual Property Rights in New Material are assigned to and vest in the Client upon full payment of the Fees.
- (b) The Client grants to CoProduce a perpetual, irrevocable, transferable, worldwide and royalty free licence (including the right to sublicense) to use, copy, modify and adapt the New Material.



10.4 THIRD PARTY INTELLECTUAL PROPERTY

CoProduce warrants that:

- (a) the provision of the Services to the Client; and
 - (b) the Client's receipt and use of the Services for their intended purpose,
- 10.1 will not infringe the Intellectual Property Rights of any third party.

11 ACCREDITATIONS, PHOTOS & VIDEOS

- (a) Unless otherwise agreed in writing, CoProduce retains the right to describe the Services and reproduce, publish and display the Services in CoProduce's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services in connection with such uses.
- (b) CoProduce is permitted to use the Client's logo and associated Intellectual Property Rights for the purpose of promoting the business relationship between the Client and CoProduce on CoProduce's official website and other promotional materials. The Client hereby grants CoProduce a non-exclusive, royalty-free license to use the Client's logo for promotional purposes.
- (c) CoProduce may take photos and videos during the Client's event. The Client grants to CoProduce a royalty free, non-exclusive, non-transferable, worldwide and irrevocable license to use this material for promotional, marketing and advertising purposes.
- (d) The Client agrees to provide CoProduce with access to any photos and videos taken by the Client's photographer or videographer for the purposes described in this clause and grants to CoProduce a royalty free, non-exclusive, non-transferable, worldwide and irrevocable license to use this material for promotional, marketing and advertising purposes.

12 SUBCONTRACTING

CoProduce may subcontract the provision of the Services.

13 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.



- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

14 LIABILITY

14.1 LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 14.1(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Client to CoProduce in the three (3) months proceeding the date the relevant liability occurred.
- (b) Clause 14.1(a) does not apply to the Client's liability in respect of loss or damage sustained by CoProduce arising from the Client's breach of:
 - (i) Clause 8;
 - (ii) Clause 10;
 - (iii) Clause 9; or
 - (iv) negligent, wilful, fraudulent or criminal act or omission.

14.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by CoProduce, except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth).

15 IF THE PARTIES HAVE A DISPUTE

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (ADC) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).



- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
 - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
 - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

16 TERMINATION

16.1 TERMINATION FOR CONVENIENCE

- (a) Either party may end this agreement for no reason, by providing notice to the other party.
- (b) This agreement will end 10 Business Days after the day the notice is sent (the End Date).
- (c) On the End Date, CoProduce will provide an invoice to the Client for:
 - (i) any Fees for Services already performed up to the End Date (including Services performed to prepare not yet completed deliverables);
 - (ii) any pre-approved third party costs CoProduce has incurred on the Client's behalf up to the End Date; and
 - (iii) if terminated by the Client, CoProduce's pre-estimated genuine losses as a result of the Client ending this agreement. If the Services involve an Event and if notice under clause 16.1(a) is:



- (A) 14 days or more prior to the Event Date set out in a Key Agreement Details, then the Client will be required to pay the amounts specified in clause 16.1(c)(i);
- (B) less than 14 days prior to the Event Date set out in a Key Agreement Details, then the Client will be required to pay the amounts specified in clause 16.1(c)(i) or 50% of the Fees, whichever is greater; or
- (C) less than 7 days prior to the Event Date as set out in a Key Agreement Details, the Client will be required to pay 100% of the Fees.

(together, the Outstanding Amounts)

- (d) The Client will pay the Outstanding Amounts to CoProduce on the End Date, unless otherwise agreed in a written payment plan between the parties.
- (e) Once the Outstanding Amounts have been paid, CoProduce will hand over any completed deliverables.
- (f) If CoProduce terminates this agreement pursuant to this clause, CoProduce will make reasonable efforts to handover the remaining scope of Services to the Client, so the Client can source an alternative provider.

16.2 TERMINATION FOR BREACH

- (a) If a party (the Notifying Party) considers that the other party is in breach of this agreement (the Breach), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.
- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the Rectification Period).
- (d) After the Rectification Period, the Notifying Party will:
 - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
 - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (Termination for Breach Notice).



- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed. Where the Notifying Party is CoProduce, the amounts set out in clause 16.1(c)(iii) will be payable by the Client to CoProduce. Where the Notifying Party is the Client, the amounts set out in clause 16.1(c)(i) will be payable by the Client to CoProduce. 16.1(c)
- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 15. The indemnities, warranties and liability caps in clause 14 will apply to any disputes and resulting claims. Any pre-estimated losses in clause 16.1 will not limit or otherwise effect CoProduce's rights under this agreement, at law or otherwise in equity; CoProduce's losses resulting from the Client's breach are likely to far exceed its losses resulting from termination for the Client's convenience.

16.3 OTHER CONSEQUENCES FOR TERMINATION

If this agreement ends, in addition to the specific consequences set out in clause 16.1 or 16.2 (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party;
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation clauses 5, 8, 9, 10, 13, 14, 17, 18, 19 and
- (c) stop using any Materials that are no longer owned by, or licensed to, them when this agreement ends in accordance with clause 10.

17 FORCE MAJEURE

(a) A 'Force Majeure Event' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (ii) strike or other industrial action;
- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,

to the extent the occurrence affects the Affected Party's ability to perform the obligation.



- (b)** If a party (Affected Party) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

 - (i)** reasonable details of the Force Majeure Event; and
 - (ii)** so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c)** Subject to compliance with clause 17(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d)** The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

18 NOTICES

- (a)** Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in the Key Agreement Details and the email's subject heading must refer to the name and date of this agreement.
- (b)** If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c)** The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.



19.2 AUTHORITY

Each party represents and warrants to the other that it has the authority to enter into this agreement and that it is not a party to any other agreement which prohibits it from entering into this agreement or which renders any provision of this agreement ineffective or unenforceable.

19.3 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

19.4 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

19.5 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.6 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

19.7 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.8 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19.9 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.



19.10 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

19.11 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19.12 INTERPRETATION

- (a)** (singular and plural) words in the singular includes the plural (and vice versa);
- (b)** (gender) words indicating a gender includes the corresponding words of any other gender;
- (c)** (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d)** (person) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e)** (party) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f)** (this agreement) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g)** (document) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h)** (headings) headings and words in bold type are for convenience only and do not affect interpretation;
- (i)** (includes) the word "includes" and similar words in any form is not a word of limitation;



- (j) (adverse interpretation) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) (currency) a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.

20 DEFINITIONS

In these terms and conditions, the following words and phrases have the following meaning:

Term	Meaning
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in New South Wales, Australia.
Confidential Information	Information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.
Event	means the specific activity for which the Services relate (if applicable) and as set out in a Key Agreement Details.
Event Date	means the date set out in a Key Agreement Details.
Event Location	means the location for the performance of the Event and the associated Services set out in a Key Agreement Details.
Equipment	means the goods to be supplied as part of the Services for the Event, as set out in the Key Agreement Details.
Fees	The fees set out in a Key Agreement Details.
Intellectual Property Rights	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.
Key Agreement Details	The key agreement details that are set out on the payment page of our Website prior to payment for the Services, which addresses the matters contemplated in that form including the scope of the Services and the Fees.



Term	Meaning
Laws	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
Material	Has the meaning given in clause 10.1.
Personnel	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
Services	The services to be provided by CoProduce to the Client in accordance with a Key Agreement Details, including the hire of the Equipment.
Term	Has the meaning given in clause 2.

