

IAASYSTERS SPONSORSHIP AGREEMENT

The company or person identified in Schedule 1 below (“**Sponsor**”) wishes to acquire, and Internet Association of Australia Ltd ACN 168 405 098 (**IAA**) wishes to grant to the Sponsor, a sponsorship package for the event(s) outlined below on the terms and conditions set out in this Agreement.

COMMERCIAL DETAILS

Schedule 1 Sponsor and Sponsorship Details

Item 1 Sponsor	The company specified on the Sponsorship Form
Item 2 Sponsor’s Sponsorship Package	The Sponsorship Level selected on the Sponsorship Form
Item 3 Event	IAASystems Workshop on [date] held in association with the Conference
Item 4 Conference	[TBC] – [TBC]
Item 5 Payment Method	Payment must be made by bank transfer/direct deposit in accordance with the bank details set out in IAA’s invoice.
Item 6 Term and Commencement Date	This Agreement starts on the day the Sponsor’s sponsorship is approved in writing by IAA (Commencement Date) and ends automatically 3 months after the Event (Term), unless terminated earlier in accordance with this Agreement.

Schedule 2 Sponsorship Packages

	GOLD Package	SILVER Package	BRONZE Package
Inclusions	Sponsorship fee: \$8,000 AUD + GST	Sponsorship fee: \$6,000 AUD + GST	Sponsorship fee: \$4,000 AUD + GST
Two delegate tickets to the Event and the IAASystems lunch at the Event* *Flight and accommodation not included	✓	✓	-
Two tickets to the Conference	✓	-	-
Sponsor's logo and links included on IAA's website at: https://internet.asn.au/	✓	✓	✓
Inclusion of Sponsor's name, logo and website link (where deemed appropriate by IAA) across all digital and print Event collateral	✓	✓	✓
Social media exposure via IAA's LinkedIn and Facebook channels before, during and after the Event in respect of the Event	✓	✓	✓
Verbal acknowledgments of the Sponsor during the Event	✓	✓	✓
Option for the Sponsor to provide a branded gift for all attendees of the Event	✓	✓	-
Two additional tickets to the IAASystems lunch for the Sponsor's representatives	✓	✓	-
Two-minute speaking slot at the Event to describe the organisation, services and aims of the Sponsor	✓	✓	-

IAA SPONSORSHIP AGREEMENT TERMS

Background

- A. IAA has developed a program known as “IAASystems” designed to encourage and support all women and gender diverse people working in the internet industry (the “**Program**”).
- B. For the benefit of the Program, the Sponsor wishes to acquire, and IAA wishes to grant to the Sponsor, the Sponsorship Package set out in Item 2 of Schedule 1, the content of which is more fully described in Schedule 2 (the “**Sponsorship**”), for the IAA event set out in Item 3 of Schedule 1 (the “**Event**”) on the terms and conditions set out in this agreement.
- C. The Sponsor has completed the sponsorship form made available on IAA’s website (Sponsorship Form).

IT IS HEREBY AGREED

1. Sponsorship Purchase

In consideration for the Sponsorship, the Sponsor will pay the sponsorship fee nominated in Schedule 2 (the “**Sponsorship Fee**”) for the Sponsorship Package prior to the Event in full to IAA within 30 days of the date of IAA’s invoice to the Sponsor, in accordance with the payment method identified in Item 5 of Schedule 1. If the Sponsorship Fee is not paid by the Sponsor as required by this clause 1 IAA may give written notice of termination of this Agreement to the Sponsor and this Agreement will be terminated as from the date of such notice.

2. Sponsorship Benefits

- (a) Once payment of the Sponsorship Fee has been received in full by IAA in accordance with clause 1, IAA will provide the Sponsor with the benefits attributed to the Sponsorship set out in this Agreement.
- (b) The Sponsor acknowledges that the Sponsorship, and all rights and entitlements extended to the Sponsor as part of the Sponsorship, are personal to the Sponsor and may not be assigned or otherwise dealt with by the Sponsor without the prior written consent of IAA.

3. Sponsor Commitments

The Sponsor:

- (a) Hereby grants to IAA, for the Term, a non-exclusive, royalty-free and worldwide licence to use, publish, broadcast, circulate, communicate, disseminate, advertise and/or feature any one or any combination of the Sponsor’s trademarks, trade names, logos, slogans or other collateral marketing signs of the Sponsor in any Program and Event marketing and promotional endeavours and/or materials (“**Marketing**”).

- (b) Hereby authorises IAA to identify in any Marketing that the Sponsor is a sponsor of the Event and supports and endorses the Project.
- (c) Acknowledges that Marketing will include, but is not limited to, print collaterals, flyers, booklets, vouchers, buntings, banners, cards, fact sheets, directories, newspapers, program guides, electronic and multimedia advertisements and website content.
- (d) Will, upon request from the IAA Event organiser (the “**Organiser**”), supply necessary information not limited to visuals, pictures and other relevant information and/or materials required by the Organiser to carry out and stage the Event.

4. Acting in Good Faith

The parties hereby agree to act in good faith at all times during the Term to assist and co-operate with each other in the interests of the Event and sponsorship of it, and to comply with each other’s reasonable requests.

5. Co-operation

The Sponsor agrees to provide editorial assistance and content to IAA where IAA reasonably requests editorial content from the Sponsor for Marketing.

6. Event Code Compliance

- (a) The Sponsor must, while attending the Event, Conference or any Related Event (as defined below), comply with IAA’s ‘Code of Conduct – Events’ available on IAA’s website and any other code of conduct, guidelines and policies published by IAA, as amended from time to time (together the “**Event Code**”), and will ensure that its employees, officers, agents, delegates and representatives act with professionalism and comply with the Event Code at the Event and during any related events including the Conference, and other conferences, meetings, drinks, workshops and social gatherings, whether formal or informal and any other informal gatherings whether before, during and/or after the Event or Conference organised by IAA, Conference organiser or any other third party (each a “**Related Event**”).
- (b) The Sponsor is responsible for all and any acts and omissions of its employees, officers, agents, delegates and representatives as if they were the acts and omissions of the Sponsor.

7. Cancellation Policy

- (a) If the Event is cancelled or is not able to proceed (“**Cancellation**”) on the scheduled date noted in Item 3 of Schedule 1 (the “**Scheduled Date**”), IAA will promptly notify the Sponsor by email (“**Cancellation Notice**”).

- (b) Subject to clause 7(c), IAA will refund the Sponsorship Fee to the Sponsor within 30 days of the Cancellation Notice.
 - (c) In the event of a Cancellation, whilst IAA will make reasonable endeavours to re-schedule the Event, it will not have any liability or responsibility to do so, and except in respect of additional remedies that may be available to the Sponsor under non-excludable Applicable Law (if any), the express provisions of clause 7(b) are the sole rights and remedies available to the Sponsor in respect of any Cancellation.
 - (d) IAA will have no liability in the event that the Sponsor or any of its representatives and/or delegates are unable to attend the Event for any reason.
8. **Limitation of Liability**
- (a) Except to the extent such loss cannot be excluded from this Agreement under non-excludable applicable law within Australia ("**Applicable Law**"), neither party is liable to the other party for any loss of profits, loss of business opportunity, loss of revenue (other than caused by your failure to pay the Sponsorship Fees) or loss of savings, or for any other consequential or indirect loss or damage, whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.
 - (b) Except to the extent such loss cannot be excluded from this Agreement under non-excludable Applicable Law, a party (in this clause 8(b), the **first party**)'s aggregate liability for all loss and damage that the other party may suffer and/or incur due to one or more breaches of this Agreement by the first party that is not otherwise excluded by the terms and conditions of this Agreement, is capped at an amount equivalent to the total amount of the Sponsorship Fee paid by the Sponsor pursuant to this Agreement.
 - (c) Where liability for breach of any guarantees under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (the ACL) or similar state or territory law can be limited, IAA's liability arising from any breach of those guarantees (if any) is limited, where reasonable, at IAA's option:
 - (i) with respect to the supply of goods, to the replacement or repair of the goods or the cost of resupply or replacement of the goods; and
 - (ii) with respect to services, to the supply of the services again or the cost of re-supplying the services again.
 - (d) Other than any non-excludable guarantees (if any) implied into this Agreement under the ACL or similar state or territory law, all conditions, warranties and guarantees that would be implied in this Agreement are hereby excluded from this Agreement.
9. **Breach**
- (a) If a party at any time commits a breach of this Agreement (the **defaulting party**):
 - (i) Where the breach is not capable of remedy, the other party may give written notice to the defaulting party terminating this Agreement as from the date of the notice.
 - (ii) Where the breach is capable of remedy, the other party may give written notice to the defaulting party requiring the breach to be remedied within 7 business days of the date of the notice from the other party.
 - (iii) If the defaulting party fails to remedy the breach within the time specified in clause 9(a)(iii), the other party may terminate this Agreement by giving further written notice to the defaulting party.
 - (b) The parties agree that breach of the Event Code constitutes a material non-remediable breach that will entitle IAA to terminate this Agreement under clause 9(a)(i).
10. **Intellectual Property Rights**
- All Intellectual Property Rights relating to materials produced for the Event by, or on behalf of, IAA, or jointly by IAA and the Sponsor will be, with the exception of the Sponsor's trademarks, trade names, logos, slogans or other collateral marketing signs of the Sponsor, the sole and exclusive property of IAA. If the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it hereby assigns them to IAA. For the purposes of this Agreement, "**Intellectual Property Rights**" means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organisation, and all rights to enforce any of the foregoing rights.
11. **General**
- (a) This Agreement shall be construed and governed by the law of New South Wales. IAA and the Sponsor submit to the non-exclusive jurisdiction of the courts located in New South Wales and the courts of appeal from them in relation to any proceedings and disputes concerning this Agreement.
 - (b) With respect to any items, data, information, or other materials containing or constituting intellectual property which are provided by one party to the

other pursuant to this Agreement ("**Materials**"), no intellectual property rights in or to any Materials will be or are assigned pursuant to this Agreement unless stated expressly in writing.

- (c) This Agreement may only be amended or supplemented in writing and signed by authorised representatives of the parties.
- (d) Each indemnity in this Agreement is separate and independent of the other obligations of the parties and shall survive expiry, termination or frustration of this Agreement for any reason whatsoever.
- (e) A party is not liable for any failure to perform its obligations under this Agreement if such failure was caused by a Force Majeure Event. If a Force Majeure Event that prevents a party from performing any of its material obligations under this Agreement continues for forty-five (45) consecutive days, either party may terminate the Agreement by prior written notice to the other party while the Force Majeure Event continues. For the purposes of this Agreement, "**Force Majeure Event**" means war, industrial action, government action, natural disaster, flood, labour disturbance, pandemic or other circumstances beyond a party's reasonable control.
- (f) No right under this Agreement shall be deemed to be waived except by notice in writing signed by authorised representatives of the party alleged to be waiving the right.
- (g) If any part of this Agreement is deemed invalid by a court of competent jurisdiction, the remainder of this Agreement is still enforceable.
- (h) This Agreement is the entire agreement between IAA and Sponsor about its subject matter and supersedes all other proposals, arrangements, representations or agreements between IAA and Sponsor about its subject matter. Without limiting the foregoing provisions of this clause 11(h), any terms of trade, purchase order terms or other terms and conditions that Sponsor issues to IAA (whether before or after this Agreement is entered into) are not binding and do not form part of this Agreement.

12. Interpretation

- (a) a reference to "a party" means IAA or Sponsor (as the context dictates) and a reference to "the parties" means IAA and Sponsor;
- (b) headings and underlinings are for convenience only and do not affect the construction of this Agreement;
- (c) a provision of this Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared

the provision;

- (d) currency or "\$" refers to Australian dollars;
- (e) a reference to a statute or regulation includes amendments thereto;
- (f) a reference to time is to time in Western Australia;
- (g) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;
- (h) the words "such as", "including", "particularly" and similar expressions are not words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case; and
- (i) a reference to the singular includes the plural and vice versa;
- (j) To the extent of any inconsistency between any of the schedules to this Agreement or the IAA Sponsorship Agreement Terms, IAA Sponsorship Agreement Terms shall prevail, except where a document expressly specifies otherwise.