

Event Agreement

Energy Networks Association Limited ACN 106 735 406 T/A Energy Networks Australia, herein referred to as “ENA”, proposes to conduct the Event to facilitate information sharing and business networking opportunities for stakeholders in the energy sector.

- a) The Event Participant wishes to sponsor the Event and/or exhibit at the Event.
- b) This agreement is to be read in conjunction with any applicable Event Prospectus, and the Event Package and Schedule (collectively, the Event Agreement).
- c) ENA and the Event Participant enter the Event Agreement on the following terms.

1 Definitions

In this Event Agreement:

- 1.1 **ACL** means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any other relevant consumer laws within the state of Victoria and the Commonwealth of Australia.
- 1.2 **Applicable Laws** means the laws of the state of Victoria and the Commonwealth of Australia.
- 1.3 **Business Day** means a day on which banks are open for trading in Victoria, excluding Saturdays, Sundays and public holidays.
- 1.4 **Cancellation Date** means the date six months prior to the commencement date of the Event as specified at Schedule Item 7.
- 1.5 **Commencement Date** means the date specified at Schedule Item 3.
- 1.6 **Completion Date** means the date specified at Schedule Item 4.
- 1.7 **Confidential Information** means the Sponsorship Agreement and in relation to a Party, all trade secrets, ideas, concepts, know how, knowledge and other information whether in writing or otherwise, relating to any of that Party's employees, clients, customers, products, services, systems, affairs, businesses, or strategies whether owned by or licensed to, or otherwise in possession or control of the Party, which are obtained by the other Party in connection with the Sponsorship Agreement, but excluding any information which is generally and readily available in the public domain, other than by a breach of the Sponsorship Agreement or a breach of confidence.
- 1.8 **Confirmed Event Participant** means an Event Participant, where the Event Participant has:
- a) submitted a Event Booking to become an Event exhibitor for a specific Event Package; and
 - b) this Event Booking is received and accepted by ENA; and
 - c) payment of the Event Fee is received by ENA within payment terms.
- 1.9 **Control** has the same meaning as in section 50AA of the *Corporations Act 2001* (Cth).
- 1.10 **Custom Stand Builder** means an entity engaged to construct a Stand for the Event.
- 1.11 **Delegate** means an individual described in the Delegate Terms & Conditions.
- 1.12 **Delegate Terms & Conditions** means the terms & conditions available via the link specified at Schedule Item 11.
- 1.13 **Event** means the event as specified at Schedule Item 1.
- 1.14 **Event Duration** means the time from the Commencement Date to the Completion Date.
- 1.15 **Event Fee** means the relevant amount payable by the Event Participant to ENA to access the Event Package as may be specified in the Event Prospectus or as otherwise agreed in writing with ENA.
- 1.16 **Event Participant** means the Sponsor and/or the Exhibitor.

- 1.17 **Exhibitor** means the entity or entities who applied to ENA to exhibit at the Event, including co-exhibitors and a reference to the Exhibitor throughout this Event Agreement once the Exhibitor has become a Confirmed Event Participant, shall mean such Confirmed Event Participant.
- 1.18 **Event Booking** means the completion of the process as specified in clause 3.
- 1.19 **Event Package** means the package provided by ENA to the Event Participant setting out, amongst other things, the rules and regulations for the conduct of and at the Event, including any benefits defined in the Event Prospectus.
- 1.20 **Event Prospectus** means any prospectus available at the weblink as specified at Schedule Item 9, as amended from time-to-time.
- 1.21 **Force Majeure Event** has the meaning given in clause 17.
- 1.22 **GDPR** means the General Data Protection Regulation (EU) 2016/679.
- 1.23 **Intellectual Property Rights** means copyright, future copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents and patent rights), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields.
- 1.24 **Invoice** means a tax invoice issued by ENA to the Event Participant which specifies the Event Fee, or part thereof, payable by the Event Participant to ENA for the Event.
- 1.25 **Lawful Directions** means any directions of the relevant Police Service, Fire Services, Emergency Services or related authorities or their duly authorised officers within the jurisdiction where the Event is located and/or the directions of ENA.
- 1.26 **Onsite Period** means the set up and pack down period at the Venue as specified at Schedule Item 5.
- 1.27 **Operational Hours** means the period of Event open hours at the Venue as specified at Schedule Item 6.
- 1.28 **Parties** means Energy Networks Australia and a Event Participant who becomes the Confirmed Event Participant and Party means either one.
- 1.29 **Personal Information** has the meaning given to that term in the Privacy Act.
- 1.30 **Privacy Act** means the *Privacy Act 1988* (Cth).
- 1.31 **Related Bodies Corporate** has the meaning provided to it in the *Corporations Act 2001* (Cth).
- 1.32 **Sponsor** means the entity who applied to ENA to provide sponsorship funding for the Event in return for benefits as stated in the Event Package and a reference to the Sponsor throughout the Event Agreement, once the Sponsor has become a Confirmed Event Participant, shall mean such Confirmed Event Participant.
- 1.33 **Stand** means the display pod, stand, booth or site allocated to the Event Participant by ENA for exhibiting at the Event, as specified in the Event Package.
- 1.34 **Venue** means the venue as specified at Schedule Item 2.

2 Interpretation

- 2.1 In the Event Agreement, unless the context otherwise requires:
- a) headings are for convenience only and do not affect interpretation;
 - b) the singular includes the plural and vice versa;
 - c) a gender includes every gender;
 - d) a reference to a Party, clause, schedule or annexure is a reference to a Party and annexure to and a clause and schedule of, the Sponsorship Agreement and a reference to the Sponsorship Agreement includes any schedule and annexure;
 - e) a reference to the date of any termination is a reference to the date of the expiry of any period of notice of termination and a reference to termination is a reference to the termination of the Sponsorship Agreement;
 - f) mentioning anything after includes or including does not limit what else might be included;
 - g) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
 - h) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
 - i) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
 - j) if the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
 - k) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of the Sponsorship Agreement;
 - l) a reference to dollars or \$ is to Australian currency; and
 - m) all references to time are as specified at Schedule Item 8.

3 Event Booking

- 3.1 Applications to become an Event Participant are handled in accordance with the Event Agreement.
- 3.2 All Event Participants are required to lodge their request for purchase of an Event Package using the Event Booking link as specified at Schedule Item 10.
- 3.3 Following receipt of an Event Booking form, the request will be reviewed and assessed by ENA to determine whether the Event Booking is accepted and approved for the Event. If the request is accepted, the Event Package (including the Stand site if applicable) will be allocated and offered to the Event Participant.
- 3.4 ENA shall issue the applying entity with an Invoice for the Event Fee, or part thereof.
- 3.5 The offer is accepted by payment of the Invoice, within the payment terms.
- 3.6 On receipt of the funds in payment of the Invoice within the payment terms, the Event Participant will be recognised as a Confirmed Event Participant with the relevant Event Package for the Event.
- 3.7 All Event Participants are required to pay the Event Fee as set out under clause 5.

- 3.8 ENA reserves the right to accept or reject an Event Booking request by an Event Participant in its sole discretion.
- 3.9 Event Booking requests will only be reviewed if they are submitted by the applying Event Participant. ENA reserves the right to reject any Event Booking from any agent purportedly acting on behalf of an Event Participant unless otherwise agreed in writing between the parties and with the prior written consent of ENA.
- 3.10 ENA retains the express right to reject any Event Booking request that it deems inappropriate or unsuitable in its sole discretion, and the Event Participant agrees and accepts that the decision of ENA is final and not subject to challenge or review.
- 3.11 ENA is not required to provide reasons for any decisions it makes under this clause.
- 3.12 In the event that ENA refuses to accept an Event Booking request, the Event Agreement shall cease and become null and void.

4 Event Booking options

- 4.1 Single or multiple Event Packages may be requested when completing the Event Booking form.
- 4.2 To request sponsorship or exhibitor benefits or other arrangements not listed within the Event Prospectus and discuss options, contact ENA.
- 4.3 ENA may offer alternative Event Packages or other arrangements under this clause in its absolute discretion.

5 Event Fees

- 5.1 On submitting the Event Booking form you, the Sponsor and/or Exhibitor, agree to make the payments in accordance with the Event Agreement.
- 5.2 The Event Fee is as stated in the Event Prospectus, or as otherwise agreed in writing with ENA prior to issuing the Invoice.
- 5.3 ENA may change the Event Fee as set out in the Event Prospectus from time-to-time, without prior notice but only prior to acceptance of the Invoice pursuant to clause 3.5.
- 5.4 On issuing an offer to the accepted Event Participant , in accordance with clause 3.3, ENA will issue an Invoice for the Event Fee (**Offer Invoice**) , and:
 - a) terms of payment for the Invoice are strictly thirty (30) days from the date of the Offer Invoice;
 - b) the Event Package is not secured until full payment of the Offer Invoice is received by ENA; and
 - c) where full payment of the Offer Invoice is not received by ENA within the payment terms, ENA will have the right, at its discretion, to cancel the Event Package and attempt to resell it.
- 5.5 The Event Participant may make a request in writing to ENA to pay for the Event Package in two instalments. This request will be reviewed by ENA, provided that:

- a) the request is received by ENA prior to issuing the Invoice; and
 - b) the request is received at least 10 months prior to the Event Date
 - c) the final Confirmation Invoice is issued strictly seven (7) months prior to the Commencement Date (see Schedule 1), and is paid in line with the terms stated in clause 5.4 (a)
- 5.6 If the request to pay for the Event Package in two instalments is received in writing, and is accepted by ENA, then
- a) ENA will issue an Invoice equal to 50% of the balance due of the Event Fee (**Offer Invoice**), with payment terms of thirty (30) days; and:
 - b) ENA will then issue an Invoice equal to 50% of the balance due of the Event Fee (Confirmation Invoice), seven (7) months prior to the Event Date, with payment terms of thirty (30) days.
 - c) where full payment of any Invoice is not received by ENA by the due date for payment, ENA will have the right, at its discretion, to cancel the Event Package and attempt to resell it.
- 5.7 The terms of payment on an Invoice may only be altered as agreed in writing by the Parties.
- 5.8 The Event Fee does not include Delegate registrations or access to Delegate lists unless expressly stated as a benefit in the Event Prospectus.

6 Materials and Collateral

- 6.1 The Event Participant must provide all collateral and materials to ENA, within ten (10) days of receipt of Invoice, and in the format specified by ENA. Collateral includes, but is not limited to:
- a) the Event Participant's logo;
 - b) the Event Participant's contact details;
 - c) the Event Participant's organisation details (including ABN), and
 - d) other details as reasonably required by ENA (e.g. trademarks etc.)
- 6.2 All materials must be submitted to ENA as directed by ENA.
- 6.3 ENA has the right to use the collateral and materials provided by the Event Participant in relation to the Event (including promotion of the Event) and may, in its sole discretion, limit the number of colours used in the printing of supplied collateral and materials, including logos.
- 6.4 The Event Participant must comply with any brand guidelines or other reasonable and lawful directions provided by ENA when providing materials and collateral.

7 Exhibition Stand Space

- 7.1 The Exhibitor and their exhibits and display stock or items are admitted to the Event and shall only remain there solely on the condition of strict compliance with this Event Agreement.
- 7.2 Installation, set-up and dismantling of the Stand and any display stock, plant, equipment, fixtures, fittings, items or exhibits must conform to and be done within the timetable set by ENA. ENA reserves the right to charge the Exhibitor an amount (calculated on an hourly rate set at \$40 per square metre as per booth size) for failing to construct or erect

it's Stand within the timeframe expressly set out in the Event Prospectus and Event Package. In the event that an Exhibitor fails to complete the construction of its Stand within a reasonable time, ENA may, without limiting any other rights under this Event Agreement and in its sole discretion, remove the Event Participant's display and exhibit entirely from the Event and charge the Event Participant on a full cost-recovery basis the costs incurred by ENA.

- 7.3 Any amounts incurred under clause 1.1 are incurred as a liquidated debt which is recoverable by ENA in its sole discretion.
- 7.4 The Event Participant must:
- a) not seek admission to the Stand prior to the Commencement Date unless prior consent has been granted in writing from ENA;
 - b) promptly provide to the Custom Stand Builder and any other persons engaged in the construction of a custom Stand, all information relevant to the construction of the Stand;
 - c) erect its exhibits and display stock or items in a proper and workmanlike manner having regard to Applicable Laws and Lawful Directions within the allotted area of the Stand, not exceeding the Maximum Stand Height (2.4 metres high or in line with the provided shell wall height) or as otherwise advised by ENA in writing and within the deadlines for construction and erection as set out in the Event Prospectus and Event Package;
 - d) have the Stand manned by an authorised representative of the Event Participant at all times during the Operational Hours of the Event;
 - e) not exhibit, display, supply or offer, or allow to be exhibited, displayed, supplied or offered from the Stand any goods or services not specifically listed in the Event Package or otherwise approved in writing by ENA; and
 - f) on or before the Completion Date, remove the exhibits and display stock or other items from the Event and leave the Stand in a clean and tidy condition free from rubbish and debris.
- 7.5 Energy Networks Australia reserves the right in its sole and absolute discretion to alter the Stand space allocation and/or floor plan of the Event or to change the venue for the Event in which event Energy Networks Australia agrees to provide reasonable notice to any Event Participant affected by any such alteration. In such an event, the Event Participant must accept re-allocation without any claim for a reduction in fees or charges or otherwise.
- 7.6 The Exhibitor agrees and covenants not to seek any damages, compensation or loss as against ENA for any change or restriction in the position or dimensions of the Stand allotted to the Event Participant, or for the postponement, cancellation or delay in opening or premature closing of the Event, changes in the hours of opening of the Event, the failure of light and or power or other services or amenities to the Event where the wrongful action or inaction of ENA is not the cause of such damages, compensation or loss, to the fullest extent permissible under the Applicable Laws.

8 Exhibition Incurred Costs

- 8.1 The Exhibitor must arrange and pay all costs associated with:

- a. shipping its items to and from the Venue or Stand including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
- b. the lawful removal and/or disposal of its property from the Venue; and
- c. the staffing of its Stand.

9 Exhibition Insurance

- 9.1 Event Participants with exhibits must at their own expense, effect and keep current at all times during the Event Onsite Period a public risk and property damage insurance policy for an insured sum not less than \$20,000,000 in respect of its Stand.
- 9.2 The Confirmed Event Participant must provide Energy Networks Australia with a Certificate of Insurance on or before the date four (4) months before the Commencement Date.
- 9.3 Certificate of Insurance means a certificate from a reputable insurer company insuring the Exhibitor for public liability and property damage in respect of the Event for a sum not less than \$20,000,000.

10 Event Participant Obligations

- 10.1 The Event Participant agrees and warrants to observe and be bound by all the requirements and obligations set out in the Event Agreement for the conduct of the Event.
- 10.2 The Event Participant must not exercise the rights granted under the Event Agreement in a manner that may damage the good name, goodwill, reputation and image of ENA or the Event, and the Event Participant must act in compliance with all Applicable Laws, regulations and industry standards.
- 10.3 Only the Event Participant may exercise the rights granted to it under the Event Agreement. For the avoidance of doubt, such rights may not be exercised by any Related Bodies Corporate, agent or contractor of the Event Participant without the prior written consent of ENA.
- 10.4 The Event Participant warrants that it is, and will be, truthful and accurate in all respects and act in compliance with all Applicable Laws (including the provisions of the ACL).
- 10.5 The Event Participant agrees to comply with the Event Agreement at all times.
- 10.6 In consideration of the payments made by the Exhibitor to ENA, ENA grants a non-exclusive licence to the Exhibitor to use the Stand for the Event Duration subject to this Event Agreement.

11 Privacy

- 11.1 The Event Participant must handle any Personal Information that is disclosed to it by ENA in connection with the Event Agreement in accordance with the Privacy Act (and any code of practice or guidelines made under the Privacy Act) and the GDPR, and must co-operate with ENA in respect of the handling of such Personal Information, including in response to a complaint or a suspected privacy breach.

- 11.2 The Event Participant will indemnify and keep indemnified, defend and hold harmless ENA, its officers and employees from and against all claims, losses, liabilities, damages, settlements, expenses and costs (including reasonable legal costs) arising out of or relating to the Event Participant's breach of this clause 11.

12 Assignment and change of control

- 12.1 The Parties must not subcontract, assign, apportion or otherwise transfer any of their rights obtained under the Event Agreement without the prior written consent of the other Party.
- 12.2 The Event Participant must not represent, advertise or distribute literature or materials for the products or services of any other entity at the Event, without the prior written consent of ENA.
- 12.3 The Event Participant must seek ENA's prior written consent to any change in Control of the Event Participant.
- 12.4 The Parties agree to act in good faith and cooperate in executing a deed of assignment or novation (as appropriate) in circumstances where either Party undergoes a corporate restructure or is otherwise involved in a transaction affecting the legal personality or Control of such Party.
- 12.5 Consent under this clause may be granted or withheld in ENA's absolute discretion.

13 Breach of Event Agreement

- 13.1 The Event Participant acknowledges and agrees that if the Event Participant fails to comply with the Event Agreement:
- 13.2 the Event Participant may be liable in damages for any loss incurred by ENA;
- a) ENA may immediately terminate the Event Agreement by notice in writing to the Event Participant in which event the Event Participant will immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise any Event Participant owned content in relation to the Event; and
- b) ENA may prohibit in whole or in part or reject the Event Participant, its servants, agents, contractors or employees from participating in the Event.
- 13.3 ENA acknowledges and agrees that if ENA fails to comply with the Event Agreement, the Event Participant may immediately terminate the Event Agreement by notice in writing to ENA.
- 13.4 The Event Participant agrees to pay interest to ENA at the rate of 10% per annum, calculated daily, as a liquidated debt for all monies overdue and unpaid during the period of the default in the event that the Event Participant defaults in payment of any money due under the Event Agreement.
- 13.5 The Event Participant agrees to pay ENA any expenses reasonably incurred by ENA in enforcing its rights against the Event Participant under the Event Agreement, including but not limited to legal expenses.
- 13.6 On termination of the Event Agreement by either Party for any reason, either Party will be entitled to enforce any rights accrued prior to termination.
- 13.7 Subject to the above subclauses, ENA reserves its rights in their entirety.

- 13.8 Any breach of the Event Agreement by any employee, contractor, licensee or invitee of the Event Participant constitutes a breach of the Event Agreement by the Event Participant.

14 Event Cancellation by ENA

- 14.1 ENA reserves the right to cancel the Event if any of the following occur:
- a) insufficient registrations to the Event;
 - b) insufficient sponsorships received;
 - c) insufficient exhibition packages purchased; or
 - d) for any other reasonable grounds (including a Force Majeure Event), as determined by ENA in its sole and absolute discretion (acting reasonably).
 - e) In the event of such occurrence, ENA undertakes to provide the Sponsor with notice of the cancellation as soon as is reasonably practicable.
- 14.2 If the Event is cancelled in accordance with clause 14.1, subject to Applicable Laws, the maximum liability of ENA is limited to a refund of the Sponsorship Fee calculated as follows:
- a) the total Sponsorship Fee paid by the Sponsor at the date of cancellation,
 - b) minus the value of any sponsorship rights received by the Sponsor prior to the date of cancellation.
 - c) The refund shall be paid by ENA within thirty (30) days of notice by ENA to the Sponsor that it has cancelled the Event.
- 14.3 To the fullest extent permissible under law and subject to clause 14.2, ENA will not be liable for any damage, loss or additional costs incurred by the Sponsor arising out of the cancellation for any reason (including a Force Majeure Event) including but not limited to travel costs, hotel costs, or any other costs or expenses whatsoever.

15 Cancellation by Event Participant

- 15.1 If the Event Participant wishes to cancel an Event Package, ENA requires a notice or requested cancellation to be received in writing on or before 5.00pm on the Cancellation Date.
- 15.2 If a notice of requested cancellation is received on or before 5.00pm on the Cancellation Date, ENA will use its best endeavours to on-sell the Event Package, and:
- a) if the Event Package is on-sold prior to the Cancellation Date, the cancelling sponsor will receive a full refund of the Event Fee;
 - b) if the Event Package is partially on-sold prior to the Cancellation Date the cancelling Event Participant may receive a refund of such portion of the Event Fee corresponding to the pro-rata proportion of the Event Package that was on sold; or
 - c) if no part of the Event Package is on-sold prior to the Cancellation Date, then all Event Fees paid in respect to the Event Package will be forfeited to ENA.
- 15.3 Failing notification in writing to ENA on or before 5.00pm on the Cancellation Date, ENA will not accept the notice of requested cancellation and ENA may pursue the Event Participant for all loss or damage suffered as a result of the Event Participant's breach of the Event Agreement.

- 15.4 ENA will agree to a cancellation of the Event Package at the Event Participant's request if and only if the following conditions are met:
- a) a notice of requested cancellation is received in writing by ENA on or before 5:00pm on the Cancellation Date; and
 - b) ENA successfully on-sells the Event Package; and.
 - c) the reason given for the notice of requested cancellation is, in the opinion of ENA, reasonable and well founded as determined by ENA acting in its sole discretion.
- 15.5 All monies retained by ENA under this clause 15 shall be by way of liquidated damages and not by way of penalty, and the Event Participant agrees that such monies retained represents a fair and reasonable pre-estimate of ENA's loss and damage resulting from a cancellation.
- 15.6 Refunds on payments made in accordance with the preceding subclauses shall be processed by ENA not more than 30 days after the Cancellation Date.

16 Termination of Registration

- 16.1 The Event Participant may nominate the number of Delegates to attend the Event in accordance with the Event Package.
- 16.2 ENA reserves the right to deny entry and/or terminate the registration of any Delegate, representative of a Event Participant, or other person who demonstrates unacceptable behaviour or acts in a way that ENA (acting reasonably) considers inappropriate or presents, or may present, a reasonable risk to the health, safety and wellbeing of others.
- 16.3 In the event of termination of a registration under clause 16.2 before the Cancellation Date, the Event Participant may nominate an alternate Delegate for consideration of ENA. If the alternate Delegate is acceptable to ENA (acting reasonably) the alternate Delegate may attend in place of the Delegate whose registration was cancelled. If the alternate Delegate is not acceptable to ENA (acting reasonably), ENA will refund the cost of the registration to the Event Participant.
- 16.4 In the event of a termination of a registration under clause 16.2 after the Cancellation Date, the cost of the registration will be forfeited by the Event Participant to ENA.
- 16.5 ENA will not be liable for any expenses or costs, whether direct or indirect, arising from a termination incurred under this clause 16.

17 Force Majeure

- 17.1 ENA will not be liable to the Event Participant for any loss, nor be in default under the Event Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, pandemic (including for the avoidance of doubt, Covid-19 or other pandemic as defined by the World Health Organization), civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of ENA (Force Majeure Event), or if the attendance at the Event is adversely impacted by a Force Majeure Event.
- 17.2 If the Force Majeure Event continues for more than twenty (20) Business Days, either Party may elect to terminate the Event Agreement.
- 17.3 In all such circumstances ENA shall be entitled to retain all payments paid by the Event Participant.

18 Confidentiality

- 18.1 Neither Party may disclose any Confidential Information of the other Party without obtaining the prior written consent of the other Party.
- 18.2 A Party may only disclose any Confidential Information:
- a) to its employees, officers and agents on a need to know basis provided that they comply with the obligations of this clause;
 - b) if required to do so, to the extent that the disclosure is required by law; and
 - c) to any professional advisors, provided that they comply with the obligations of this clause.

19 Indemnity

- 19.1 Each Party, to the fullest extent permissible under law, indemnifies, will keep indemnified, and releases the other Party, its employees, contractors and agents from and in relation to all actions, suits, proceedings, losses, claims, demands and costs which may be brought against the other Party, its employees, contractors and agents by any person, firm or entity for all damage, loss, injury (including death), costs or expenses caused directly or indirectly to or suffered by any person, firm or entity as a result of or arising out of any breach by the indemnifying Party of the Event Agreement or any actual or alleged default by the indemnifying Party of the Event Agreement or resulting directly or indirectly from the indemnifying Party's participation in the Event including travel to and from the Event or any other willful misconduct or negligence of the indemnifying Party or any person for whose conduct the Event Participant is responsible under law.
- 19.2 The indemnity contained in clause 19.1 includes any costs incurred by the non-defaulting Party (including legal costs on a full indemnity solicitor/client basis) in defending any actions, proceedings, claims and demands or being represented at proceedings, inquiries, or inquests.
- 19.3 ENA, to the fullest extent permissible under law, will not in any circumstances be liable for any loss, damage or injury which may occur to the Event Participant, its employees, or any third party, or for any damage to property including damage to exhibits, plant, equipment, fixtures, fittings, display stock or other property whatsoever or for any loss of profits suffered however caused.
- 19.4 ENA, to the fullest extent permissible under law, will not be liable for damage or loss to Event Participants' property by fire, theft, accident, or any other cause or for any indirect or consequential damages arising from any breach of the Event Agreement or otherwise relating to or arising from the sponsorship, or exhibition at, or the Event.

20 Intellectual Property

- 20.1 The Event Participant shall indemnify ENA from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Event Participant for use by ENA or for any breaches of third party Intellectual Property Rights.
- 20.2 The Event Participant must comply with any brand guidelines or other reasonable directions provided by ENA when using ENA's Intellectual Property Rights.

20.3 The Event Participant:

- a) grants to ENA a non-exclusive royalty free license to use any of the Event Participant's Intellectual Property Rights required to be provided to ENA in accordance with clause 6.1 to promote and market the Event;
- b) warrants that it owns, is licensed to use and/or is solely entitled to use the Event Participant's Intellectual Property Rights in Australia;
- c) indemnifies and will keep indemnified ENA against any claims, demand, suits, loss or damages (including legal costs on a full indemnity basis) to the extent that such actions arise out of a claim that a use by ENA of the Event Participant's Intellectual Property Rights under this clause infringes any Intellectual Property Rights of a third party; and
- d) warrants that any of the Event Participant content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor shall comply with any specifications stated by ENA.

21 Australian Consumer Laws

- 21.1 The ACL provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services. Any rights that the Event Participant may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in the Event Agreement which shall be read down to the extent necessary to comply with the ACL and the Event Agreement shall otherwise apply to the fullest extent legally permissible.
- 21.2 In the event any statute implies any term condition or warranty into the Event Agreement which cannot be lawfully excluded, such terms will apply, save that the liability of ENA for breach of any such implied term will be limited to the fullest extent permissible under law including the ACL, at the option of ENA, to any one or more of the following:
 - a) the replacement of goods or re-supply of services to which the breach relates or the supply of equivalent goods or services;
 - b) the repair of such goods;
 - c) the payment of the cost of replacing the goods or of acquiring equivalent goods or having the services supplied again; or
 - d) the payment of the cost of having the goods repaired.
- 21.3 To the fullest extent permissible under law, ENA will not be liable for any indirect or consequential damages arising out of a breach of the Event Agreement or otherwise relating to or arising from the Event.

22 Employees, Agents and Contractors of Participant

- 22.1 Any rights conferred upon the Event Participant are deemed to have been conferred upon the Event Participant and its employees, agents and contractors and any breach of the Event Agreement by any employee, contractor, licensee or invitee of the Event Participant constitutes a breach of the Event Agreement by the Event Participant.

23 ENA Privacy Policy

- 23.1 ENA is concerned with the protection of your privacy. We acknowledge and abide by our

obligations under the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) as amended.

- 23.2 ENA collects and stores your personal information for the purposes of providing registration and delegate services, education and training programs, and improving and promoting products and services, and membership status in various ways. To view full details of Energy Networks Australia's privacy policy please visit our website at www.energynetworks.com.au.
- 23.3 Subject at all times to its obligations under law and under ENA's privacy policy, by registering for this event, each individual applicant consents to having relevant details and personal information stored on a secure database held by ENA. Each applicant further consents to the provision of a delegate list to all event participants which will include personal information including name, position and organisation, and to the release of such certain personal information to parties directly related to the event including selected sponsors. ENA may use information collected from the event to advise applicants of any future ENA events and services.
- 23.4 You may request access to personal information held by ENA by providing a written request to ENA's privacy manager, or to have it corrected or updated.

24 General

- 24.1 Each Party covenants to, upon request of any other Party to the Event Agreement, give any consent, do anything or act and execute any document as may be reasonably necessary to give full effect to the Event Agreement and it is hereby agreed that none of the covenants or warranties contained in the Event Agreement shall merge on completion.

25 Notices

- 25.1 A notice or other communication including, but not limited to, a request, demand, consent or approval to be made or given to or by a Party to the Event Agreement:

- a) must be in writing unless expressly specified otherwise;
- b) must be legible and in English;
- c) must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that Party; must be delivered by hand (including courier delivery) or posted by express post to the address of the addressee, or emailed to the email address of the addressee as notified by that Party to the other Parties from time-to-time;
- d) is deemed to be duly given or made;
 - i. in the case of an express post letter, on the third (or fifth, if posted to or from a place outside Australia) Business Day after posting;
 - ii. in the case of delivery by hand on a Business Day, on delivery; and
 - iii. in the case of email on a Business Day, at the time it was sent unless a failed transmission report is received by the sender, but, if delivery or receipt is on a day other than a Business Day or is later than 5:00pm (local time) in the place of receipt, it will be deemed to have been duly given or made at 9.00am on the next succeeding Business Day in that place.

26 Bar to Proceedings

- 26.1 ENA may plead this Event Agreement in bar to any claim, action, proceeding or suit brought by the Event Participant against ENA for any matter, circumstance or thing, concerning or in any way relating to the Event.

27 Jurisdiction

- 27.1 The Event Agreement shall be construed in accordance with and governed by the laws of Victoria and the Commonwealth of Australia and the Parties submit to the jurisdiction of the courts of or in the state of Victoria and courts of appeal therefrom.
- 27.2 If any doubt, difficulty, or dispute shall arise in respect of the interpretation meaning or effect of the Event Agreement or any part thereof or of the respective rights and duties of the Parties to the Event Agreement then the Parties agree that the doubt, difficulty or dispute shall be submitted to mediation by the person nominated by the Resolution Institute in accordance with the 'Mediation Rules'.

28 Entire Agreement

- 28.1 The Event Agreement embodies the entire understanding of the parties and no representation, promise or term shall be deemed to form part of the agreement between the Parties save to the extent that the same is embodied in the Event Agreement.
- 28.2 The Event Package incorporated in this Event Agreement contains additional terms including food and beverage; displaying motor vehicles, use of balloons, raised event flooring, wheelchair access and may include other specific requirements.

29 Variations

- 29.1 No agreement as between the parties varying or amending the Event Agreement shall have any force or effect unless it is committed to writing and signed by the parties.

30 Relationship

- 30.1 The parties agree that nothing in the Event Agreement shall constitute a partnership, agency, employer/employee relationship or joint venture arrangement between.

31 Severability

- 31.1 If any clause or part thereof in the Event Agreement becomes invalid or is rendered unenforceable or prohibited then such clause(s), or part thereof, will be severable without invalidating or affecting the validity of the remainder of this Agreement, which shall continue in full force and effect.

32 Survival on termination

- 32.1 All indemnities survive termination of the Event Agreement.

EN26 Event Agreement | Schedule 1

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|---|---|
| 1. Event | Energy Networks Conference and Exhibition (EN26) |
| 2. Venue | Adelaide Convention Centre, North Terrace, Adelaide, South Australia 5000 |
| 3. Commencement Date | 17 March 2026 |
| 4. Completion Date | 19 March 2026 |
| 5. Onsite Period | 16 March 2026 to 19 March 2026 |
| 6. Operational Hours | Tuesday, 17 March 2026: 5pm – 7:00pm Wednesday 18 March 2026: 7.30am – 7:00pm Thursday 19 March 2026: 7.30am - 3.30pm |
| 7. Cancellation Date | 17 September 2025 |
| 8. Time Zone | Australian Central Daylight Time (ACDT) |
| 9. Event Prospectus | (Link to be provided) |
| 10. Event Booking Form & Terms & Conditions | (Link to be provided) |
| 11. Delegate Terms & Conditions | (Link to be provided) |