

MTAA MULTI-EVENT SPONSORSHIP TERMS AND CONDITIONS (AUSTRALIA)

ORGANISER

The events are presented by the Medical Technology Association of Australia Limited (MTAA) (ABN 129 334 354) of Level 4, 97 Waterloo Road, Macquarie Park, New South Wales, 2113 (Organiser).

BACKGROUND

The Organiser is the national association representing companies in the medical technology industry. MTAA aims to ensure the benefits of modern, innovative and reliable medical technology are delivered effectively to improve health outcomes for the Australian community.

The Organiser arranges, coordinates and delivers MTAA-hosted events and agrees to grant sponsorship rights for the **Selected Event(s)** to the **Company** on the terms of this Agreement.

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this agreement (including schedules) and any document that varies or supplements it.

Booking Form means the Organiser's sponsorship booking form (in the prescribed MTAA format) completed by the Company, identifying the Selected Event(s), package(s), add-ons, fees and payment schedule.

Commencement Date means the date this Agreement is signed by both parties, unless otherwise stated in Schedule 1.

Competitor means any person reasonably regarded as a competitor of the Company or its Related Bodies Corporate.

Confidential Information means all confidential or sensitive information disclosed in connection with this Agreement, whether oral, visual, written or otherwise recorded.

Event(s) means any MTAA-hosted event(s), including but not limited to:

- MTAA MedTech Conference
- Women's Health MedTech Summit
- RegConnect Summit
- MedTech Industry Awards Dinner

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Insolvency Event means any event indicating insolvency, including liquidation, administration, bankruptcy, or failure to comply with a statutory demand under the *Corporations Act 2001 (Cth)*.

Intellectual Property means all IP rights including copyright, trade marks, designs and patents but excludes Moral Rights.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth).

MTAA Code of Practice means the *Medical Technology Industry Code of Practice* published by MTAA, as amended from time to time, and in force at the time of each Selected Event.

Personal Information has the meaning in the *Privacy Act 1988 (Cth)*.

Privacy Laws means all laws governing personal information applicable to a party, including the Australian Privacy Principles and mandatory Notifiable Data Breach requirements.

Related Bodies Corporate has the meaning in the *Corporations Act 2001 (Cth)*.

Selected Event(s) means the Event(s) identified in the Booking Form.

Sponsorship means the sponsorship rights granted under this Agreement.

Sponsorship Fee means the fee(s) listed in the Booking Form and/or Schedule 1.

Term means from the Commencement Date until the Termination Date (5 business days after the last Selected Event unless otherwise stated).

1.2 Interpretation

Unless the context otherwise requires:

- a. A reference to legislation includes all amendments and subordinate instruments.
- b. A reference to **\$** or **dollars** means Australian currency.

If inconsistent, the following order of precedence applies:

- This Agreement (excluding schedules)
- Schedules
- The Booking Form
- Any other incorporated document

2. Grant of Sponsorship

- a. In consideration for payment of the Sponsorship Fee, the Organiser appoints the Company as sponsor for the Term and grants the agreed Benefits for each Selected Event.
- b. The Company must not grant conflicting sponsorship to a Competitor during the Term.
- c. The Organiser may determine eligibility of sponsors and amend admission policies, schedules or event layout where required.
- d. The Organiser may curtail or reject any activity that negatively affects the Event(s) or the Organiser.
- e. Exhibition space sharing or “co-opting” is prohibited unless pre-approved in writing and only for parent/subsidiary entities.
- f. The Company must comply with all Sponsor/Exhibitor Manuals and operational requirements for each Selected Event; unoccupied space may be reassigned without refund.
- g. The Organiser may provide reasonable security during bump-in/out but is not liable for loss; the Company must self-insure.
- h. The Company must comply with the MTAA Code of Practice and substantiate any product or technology claims on request.
- i. The Company must hold **Public and Products Liability insurance of at least AUD \$20 million**.
- j. The Company must comply with all Work Health & Safety (WHS), venue and contractor requirements.

3. Sponsorship Fees and Payment

- a. The Company must pay the Sponsorship Fee(s) as set out in the Booking Form/Schedule 1.
- b. All amounts are exclusive of GST.
- c. Multi-Event packages:
 - i. Discounts only apply while the minimum number of Selected Event(s) is maintained.
 - ii. If the Company cancels any Selected Event, the Organiser may reprice remaining Event(s) at stand-alone rates and invoice the difference.
- d. Except where a credit is expressly provided for in this Agreement, **all fees are non-refundable**.

4. Organiser Obligations

The Organiser will:

- a. Use reasonable endeavours to promote the Company's sponsorship;
- b. Provide reasonable notice of promotional activities;
- c. Ensure agreed collateral acknowledges the Company;
- d. Recognise the Company's reasonable promotional requirements;
- e. Provide Benefits equivalent to those provided to other sponsors within the same Selected Event.

The Organiser must not do anything that materially reduces the value of the Sponsorship or brings the Company into disrepute.

5.

6. Marketing Materials and Approvals

- a. The parties will agree branding and communications guidelines (co-branding, logo placement, media references).
- b. Each party must comply and obtain approval before using the other's branding.
- c. Each party bears its own production costs unless otherwise agreed.

7. Relationship of the Parties

This Agreement does not create a partnership, employment, agency or trust relationship.

8. Intellectual Property and Moral Rights

- a. The Company grants MTAA a non-exclusive, royalty-free licence during the Term to use its IP solely for Event-related purposes.
- b. Each party retains ownership of its own IP.
- c. Each party must secure all necessary Moral Rights consents.
- d. MTAA and Event logos may only be used with permission.

9. Confidentiality and Privacy

- a. Each party must keep the other's Confidential Information confidential.
- b. If MTAA discloses Personal Information, the Company must:
 - i. Comply with Privacy Laws and APPs
 - ii. Immediately notify MTAA of any breach or suspected breach
 - iii. Follow MTAA's directions for assessment and notification
 - iv. Cooperate in all breach-related processes

10. Warranties

Each party warrants it has full authority to enter into and perform this Agreement.

11. Indemnity and Liability

- a. MTAA indemnifies the Company for losses caused by MTAA's breach or negligence.
- b. The Company indemnifies MTAA for losses caused by the Company's breach or negligence.
- c. Neither party is liable for indirect, consequential or special losses (including economic loss, lost profits, loss of opportunity or business interruption).

12. Notices

- a. Notices must be in writing and addressed as follows:

Organiser: MTAA, Level 4, 97 Waterloo Road, Macquarie Park NSW 2113

Email: admin@mtaa.org.au (or as updated by MTAA)

Company: As listed in the Booking Form/Schedule 1

- b. Notices are deemed received:
 - i. Upon delivery (hand),

- ii. **3 business days** after posting within Australia,
- iii. When the sender's email system records successful transmission (unless an automated failure notice is received).

13. Cancellation, Rescheduling and Force Majeure

13.1 Company Cancellation

- a. The Company may cancel by written notice; all fees remain non-refundable.
- b. Multi-event discounts may be removed and remaining Event(s) repriced.
- c. MTAA may allow transfer of equivalent value to another MTAA Event within the same year (subject to availability), with any shortfall payable.

13.2 Cancellation by Organiser (Non-Force Majeure)

Where MTAA cancels the Selected Event and does not reschedule it within the same financial year (being 1 July to 30 June), MTAA will issue a credit equal to the amounts paid. This credit may be redeemed against another MTAA Event occurring in the same financial year or the immediately following financial year.

13.3 Force Majeure (Including Public Health Orders)

If delivery is affected by events beyond reasonable control (e.g., natural disasters, pandemics, Public Health Orders):

- a. MTAA may modify delivery (including hybrid/online-only) or reschedule.
- b. MTAA will use reasonable endeavours to provide substantially equivalent Benefits.
- c. If the Event cannot proceed in any form within the calendar year:
 - i. MTAA will provide a roll-over of the Sponsorship Fee paid for that event for the use in the following year. Where the Event cannot proceed in any form within the relevant financial year (being 1 July to 30 June), MTAA will provide a roll-over of the Sponsorship Fee paid for that event for the use in the following financial year.
- ii. All other amounts remain non-refundable.
- d. MTAA is not responsible for any consequential or additional costs incurred by the Company.

14. Severability

Invalid provisions are severed; the remainder continues in force.

15. Assignment

Neither party may assign without written consent (not to be unreasonably withheld).

16. Waiver

A waiver must be in writing; delay or failure to exercise a right is not a waiver.

17. Variation

Variations must be in writing and signed.

18. Governing Law

This Agreement is governed by the laws of New South Wales, Australia.

19. Entire Agreement

This Agreement, including the Booking Form and schedules, constitutes the entire agreement between the parties.

Schedule 1 – Commercial Details

Commencement Date: Date signed by both parties.

Termination Date: 5 business days after the last Selected Event.

Selected Event(s) and Packages: As listed in the Booking Form.

Sponsorship Fee: As set out in the Booking Form.

Payment Schedule: As per Booking Form (e.g., full payment within 10 business days).

Multi-Event Discounts: Only apply if minimum number of Events is maintained; repricing applies on cancellation.

Company Notice Details: *Insert legal name, ABN/ACN, address and email.*

Insurance: Public and Products Liability of AUD \$20,000,000.

MTAA bank details:

BSB: 082-212

ACC: 75-475-5354

Account Name: MTAA