

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

|                                           |                                |
|-------------------------------------------|--------------------------------|
| 1. Name of Registrant<br>MMGY Global, LLC | 2. Registration Number<br>6492 |
|-------------------------------------------|--------------------------------|

3. Primary Address of Registrant  
7309 W. 80th Street, #400, Overland Park, KS 66204

|                                                   |                                                                                             |
|---------------------------------------------------|---------------------------------------------------------------------------------------------|
| 4. Name of Foreign Principal<br>Tourism Australia | 5. Address of Foreign Principal<br>Level 28, 180 George St<br>Sydney, NSW<br>AUSTRALIA 2000 |
|---------------------------------------------------|---------------------------------------------------------------------------------------------|

6. Country/Region Represented  
AUSTRALIA

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |                                                         |
|--------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee                      |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
Tourism
- b) Name and title of official(s) with whom registrant engages  
Sean Lutkenhouse - Director Partnerships, North America

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/12/2026Misti BorchersA rectangular button with a grey gradient and the word "Sign" in black text./s/Misti BorchersA rectangular button with a grey gradient and the word "Sign" in black text.A rectangular button with a grey gradient and the word "Sign" in black text.A rectangular button with a grey gradient and the word "Sign" in black text.

**EXECUTION**

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Date

Printed Name

Signature

8/12/2026

Misti Borchers



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration Number

6492

3. Name of Foreign Principal

Tourism Australia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/04/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide event planning, management, logistics and production for a North America PR and Distribution roadshow to promote visitors to Australia.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to above.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

- 
12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

- 
13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

8/12/2026

Misti Borchers





## Tourism Australia Short Form Services Agreement

### Schedule

| Parties                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                            |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Contractor<br>or<br>MMGY      | Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MMGY Global, LLC                                                                                           |
|                               | Registration number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | [REDACTED]                                                                                                 |
|                               | Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 7309 w. 80 <sup>th</sup> Street, Suite 400, Overland Park, KS 66204                                        |
|                               | Notices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Hugh McConnell   CFO   7309 w. 80 <sup>th</sup> Street, Suite 400, Overland Park, KS 66204   +1 [REDACTED] |
|                               | Commercial contact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Julie Avey Cuesta   EVP, International Marketing & Communications, the Americas   [REDACTED]               |
| Tourism<br>Australia or<br>TA | Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tourism Australia                                                                                          |
|                               | ABN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | [REDACTED]                                                                                                 |
|                               | Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Level 28, 180 George Street Sydney, NSW 2000 Australia                                                     |
|                               | Notices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Attention: General Counsel   Level 28, 180 George Street Sydney, NSW 2000 Australia   [REDACTED]           |
|                               | Commercial contact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Sean Lutkenhouse   Tourism Australia, Level 28, 180 George Street, Sydney NSW, 2000   + [REDACTED]         |
| Dates                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                            |
| Commencement Date             | The date this agreement is signed by both parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                            |
| Expiration Date               | 27 February 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                            |
| Extension Period              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                            |
| Services                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                            |
| Services                      | <p><b>Signature Experiences Roadshow - January 2026</b></p> <p>MMGY will support Tourism Australia with the US event logistics and onsite management for the 2026 Signature Experiences Roadshow in North America (Toronto, New York and Los Angeles) on 21 January 2026 in New York, 26 January 2026 in Toronto and 29 January 2026 in Los Angeles.</p> <p>The Contractor will:</p> <ul style="list-style-type: none"><li>manage venue logistics for all North American venues including catering, AV, venue set up, etc;</li></ul> |                                                                                                            |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                 | <ul style="list-style-type: none"> <li>establish a run of show and manage logistics with venues to ensure the venues have complete understanding of event details;</li> <li>provide recommendations for full event activation including venue decorations, menu, layout, etc;</li> <li>provide one MMGY team member to be onsite for Los Angeles and New York events to manage day of logistics;</li> <li>manage name badge procurement and printing once complete list of attendees has been provided by Tourism Australia;</li> <li>coordinate with VoX International for Toronto event logistics to ensure consistent event program across all cities; and</li> <li>manage any third party vendors identified by Tourism Australia for event experience ie gift bags and gift items, display materials, talent (musicians, guest speakers, artists, photographers etc).</li> </ul> |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Milestones</b>                               | <ul style="list-style-type: none"> <li>21 January 2026 – New York event</li> <li>26 January 2026 – Toronto event</li> <li>29 January 2026 – Los Angeles event</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Service Standards</b>                        | <ul style="list-style-type: none"> <li>Setup and event completion: All event setup (ie registration desks, AV testing, signage placement) must be fully operational prior to the event. The venue space must be cleared at the end of the event.</li> <li>Contractor briefing: The Contractor and its Personnel must attend a mandatory briefing and be in their assigned posts, fully prepared (ie name badges) prior to the event.</li> <li>Accuracy: All confirmed logistical elements (ie catering counts, venue setup, equipment delivery) must match the final run of show approved by TA. Any changes to the run of show must be reported and approved by TA.</li> </ul>                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Reports</b>                                  | MMGY to provide weekly WIP reports which will include updates on status of event logistics.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Meetings</b>                                 | <p><b>Frequency:</b> Weekly or bi-weekly meetings as required</p> <p><b>Type:</b> Virtual meetings, in person briefing meetings for New York and Los Angeles venues</p> <p><b>Topics:</b> Run of show, budget, catering, decorations, layout and all aspects of the event</p> <p><b>Contractor Personnel to attend:</b> Christy Vaught</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Fees</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Fee (inclusive of all applicable taxes):</b> | <table> <tr> <td colspan="2"><b>Fee:</b></td></tr> <tr> <td><b>Fee (excl GST)</b></td><td>USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316)</td></tr> <tr> <td><b>GST/tax</b></td><td>N/A</td></tr> <tr> <td><b>Total aggregate (inc GST/tax)</b></td><td>USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316)</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                            | <b>Fee:</b> |  | <b>Fee (excl GST)</b> | USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316) | <b>GST/tax</b> | N/A | <b>Total aggregate (inc GST/tax)</b> | USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316) |
| <b>Fee:</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Fee (excl GST)</b>                           | USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>GST/tax</b>                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |
| <b>Total aggregate (inc GST/tax)</b>            | USD\$11,300 (includes fee USD\$8,550 and estimated travel costs of USD\$2,750) (which is approx. AUD\$17,891 calculated at a BPR rate of .6316)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |  |                       |                                                                                                                                                 |                |     |                                      |                                                                                                                                                 |

|                                                        |                                                                                                                                                                    |                                                                  |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|                                                        |                                                                                                                                                                    | <i>is approx. AUD\$17,891 calculated at a BPR rate of .6316)</i> |
|                                                        | <b>Invoicing terms:</b> The Contractor may issue TA with an invoice upon satisfactory delivery of the Services.<br><b>Payment terms:</b> As set out in clause 5.1. |                                                                  |
| <b>Maximum Aggregate Fee Amount (inclusive of GST)</b> | USD\$12,000 ( <i>which is approx. AUD\$19,000 calculated at a BPR rate of .6316</i> )                                                                              |                                                                  |
| <b>Insurance</b>                                       |                                                                                                                                                                    |                                                                  |
| <b>Professional Indemnity Insurance Amount</b>         | N/A                                                                                                                                                                |                                                                  |
| <b>Public Liability Insurance Amount</b>               | USD 2 million per occurrence.                                                                                                                                      |                                                                  |
| <b>Other insurance required</b>                        | N/A                                                                                                                                                                |                                                                  |
| <b>Special Conditions</b>                              |                                                                                                                                                                    |                                                                  |
| <b>Special Conditions</b>                              | N/A                                                                                                                                                                |                                                                  |

## Agreed Terms

### 1. Definitions

- 1.1 In this Agreement capitalised and undefined terms have the meanings given to those terms in the Schedule unless the context otherwise requires:

**Agreement** means these Agreed Terms, the Schedule set out above, and any agreed annexure, appendix, schedule or variations.

**Anti-Corruption Laws** has the meaning given to that term in clause 19.1.

**Business Day** means a day other than a Saturday, Sunday or a day that is a public holiday in New South Wales, Australia.

**Confidential Information** means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) of TA, including information which:

- (a) is identified as confidential or ought to have been known to be confidential; and
- (b) relates to the business affairs and practices of TA, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information which is in, or comes into, the public domain other than by a breach of this agreement, or which is

independently known to the other party as evidenced by its written record.

**Consequential Loss** means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

**Force Majeure Event** means:

- (a) an act of God, fire, lightening, earthquake, explosions, flood, subsidence or other natural disaster, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock outs or other industrial disputes of any kind not relating solely to the party affected, currency restriction, embargo, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief; and
- (b) any other event which is not within the reasonable control of the party affected (which in the case of the Agreement includes the reasonable control of its subcontractors),

but does not include any act or omission of a party or a change in law, legislation or government policy which from time to time regulates or affects the Services or the activities to which the Services

relate during the term of this Agreement which has an increased cost effect on the delivery of the Services.

**GST** means goods and services tax, sales tax or value-added tax, as defined in local applicable legislation.

**Insolvency Event** means the occurrence of an event or circumstance that TA considers has or may have an adverse effect on the commercial or financial viability of the Contractor, the ability of the Contractor to perform its obligations under the Agreement, or the ability of TA to enforce its rights against the Contractor under or in connection with the Agreement.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

**Loss** means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

**Material** means material in any form (whether visible or not), including documents, advertisements (in print, electronic or recorded format), recordings on disc or any other form of storage, photographs, films, sound recordings, creative concepts, artwork, literary works, graphic works, musical works, models, designs, slogans, trade marks, trade names, logos, video tapes, transparencies, reports, products, equipment, information, data, software, software tools and software development methodologies, and includes all releases, updates and amendments to the original Material.

**Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth), as amended from time to time.

**Moral Rights** means:

- (a) for authors, rights of integrity of authorship, rights of attribution of authorship, rights to not have authorship falsely attributed;
- (b) for performers, rights of integrity of performership, rights of attribution of performership, rights to not have performership falsely attributed,

and rights of a similar nature conferred by statute, that exist or that may come to exist, anywhere in the world in any works or any part of any work in which copyright subsists that is created under this Agreement.

**Notifiable Incident** has the meaning given to that term in clause 14.9.

**Privacy and Data Protection Laws** means in respect of a party, any law, statute, declaration,

decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument relating to the protection of personal data, including:

- (a) the Directive 2002/58/EC (as amended) (the "e-Privacy Directive");
- (b) the Regulation 2016/679 (the "GDPR");
- (c) the *Privacy Act 1988* (Cth); and
- (d) any other applicable privacy and data protection laws.

**Personnel** of a party means an employee, contractor, officer, director, auditor or advisor of that party but in the case of TA does not include the Contractor.

**Personal Information** means the definition set out in the relevant Privacy and Data Protection Laws.

**Special Conditions** means the special conditions set out in Schedule 1 (if any).

**WHS Act** means the *Work Health and Safety Act 2011* (Cth).

**Term** has the meaning given to that term in clause 1.

**WHS Law** means any applicable occupational health and safety law, including any corresponding WHS law (as defined in section 4 of the WHS Act).

1.2 In this Agreement unless the context otherwise requires:

- (a) a capitalised term has the meaning given to that term in the Schedule or as defined in this Agreement, as the case may be;
- (b) clause and subclause headings are for reference purposes only;
- (c) the singular includes the plural and vice versa;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) references to statutes include all statutes amending, consolidating or replacing such statutes;
- (f) \$ means the lawful currency of Australia;
- (g) any reference to a party to this document includes its successors and permitted assigns; and
- (h) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.

1.3 No confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of the Contractor or TA (including the terms on any pre-printed purchase order form) will vary or form part of the Agreement.

## 2. Term

This Agreement commences on the Commencement Date and will continue until the Expiration Date unless:

1.1 TA, at its sole option, elects to extend this Agreement for one or more of the Extension Periods (if any) specified in the Schedule by written notice to the Contractor provided at least 30 days prior to the date of expiration of this Agreement; or

(a) the Agreement is otherwise lawfully terminated pursuant to the terms of this Agreement,

(the **Term**).

### 3. Contractor's obligations

3.1 The Contractor must:

- (a) provide the Services and deliver the Reports for the Term in accordance with the Agreed terms;
- (b) comply with the timeframe for the performance of the Services as specified in the Schedule and any Milestones;
- (c) prepare for, attend and ensure that relevant Personnel attend the Meetings; and
- (d) co-operate with any third party TA directs the Contractor to co-operate with.

3.2 The Contractor must provide the Services with due care, competence and diligence and in a professional and skilled manner, and in accordance with all applicable laws and regulations and meet or exceed the Service Standards.

3.3 At all times while providing the Services the Contractor must, and must ensure its Personnel:

- (a) conducts themselves in a manner acceptable to TA and otherwise in a courteous, respectful and professional manner;
- (b) comply with all reasonable procedures, directions and requests of TA including those relating to security and occupational health and safety and TA policies and procedures; and
- (c) provide the Services to TA in a manner which will not, and will not threaten to, bring TA's name into disrepute or otherwise damage TA's reputation or public image.

3.4 The Contractor is responsible for the conduct of its Personnel while engaged in the performance of Services. It may not substitute any Personnel performing the Services without the consent in writing of TA and must replace any Personnel performing the Services if, in the opinion of TA, they are not performing the Services with suitable experience and skill.

3.5 Each party agrees to comply with the Special Conditions (if any).

### 4. Supply of goods

4.1 Where, as part of the Services, the Contractor supplies parts, consumables or other goods:

- (a) the goods will be owned by, and all risk will pass to, TA from the date of delivery of the goods to TA; and

(b) the Contractor must ensure that:

- (i) any goods (including consumables) are provided or used for the Services in a manner that minimises packaging waste;
- (ii) the goods are fit for their intended purpose and comply with applicable Australian standards and any relevant legislation;
- (iii) TA obtains the full benefit of any warranties available in respect of the goods; and
- (iv) if, when delivered or put into use by TA, the goods are defective in whole or in part, they are promptly replaced or repaired at TA's sole discretion at no cost to TA.

### 5. Payment and taxes

5.1 Subject to the Contractor's provision of the Services in accordance with this Agreement (including delivery by any applicable timeframe), TA will pay the Contractor each invoice that is correct and issued in accordance with the Agreement within 20 Business Days of the date on which TA receives the invoice. The amount payable by TA to the Contractor is capped at the Maximum Aggregate Fee Amount and the Contractor is not entitled to receive any amounts above the Maximum Aggregate Fee Amount.

5.2 The Contractor must perform its obligations at its own cost and may not be reimbursed for any unauthorised out of pocket expenses or disbursements incurred in connection with its provision of the Services other than as specified in the Schedule.

5.3 Except where expressly stated otherwise, the Fee is GST inclusive. The Contractor is not entitled to claim from TA any additional amount for GST in relation to the Services and must provide a tax invoice in a form compliant with applicable GST legislation.

5.4 The Contractor acknowledges and agrees that it is responsible for all income and other taxes, superannuation contributions, salaries, annual leave, sick leave, long service leave and all other benefits to which it or its Personnel may be entitled.

### 6. Status of Contractor

6.1 For the purposes of this Agreement, the Contractor is an independent contractor and nothing in this Agreement constitutes a partnership between the parties, or makes either party the agent or employee of the other.

### 7. Intellectual Property

7.1 Each party (or its licensors) will retain ownership of all Intellectual Property Rights subsisting in any material it provides or makes available to the other party under or in connection with the Agreement which is not Developed IP (**Pre-existing IP**).

7.2 Subject to clause 7.7, each party grants to the other party a non-exclusive, royalty free (and revocable, solely in the case of the license granted by TA) licence to use, reproduce, modify and adapt its Pre-existing IP only to the extent necessary for the purpose of:

- (a) performing its obligations or exercising its rights under the Agreement; and
- (b) in the case of TA, enjoying the benefit of the Services and exercising its rights in the Developed IP or as otherwise set out in the Schedule.

7.3 Upon creation, all existing and future Intellectual Property Rights in all Material created, made or developed by the Contractor in connection with the provision of the Services to TA (**Developed IP**) vests in TA and Contractor grants TA an unconditional and irrevocable waiver of all Moral Rights in the Developed IP. To the extent any Developed IP vests in the Contractor, the Contractor absolutely and unconditionally assigns all of its right, title and interest in such Developed IP to TA.

7.4 To the extent that any Developed IP is created by a third party:

- (a) the Contractor must, at its expense, ensure that the relevant third party absolutely and unconditionally assigns all of its right, title and interest in the Intellectual Property Rights in the Contract Material to TA;
- (b) the Contractor must immediately notify TA in writing before the creation of any Contract Material if it is unable to comply in any respect with clause 7.4(a); and
- (c) where the Contractor notifies TA under clause 7.4(b) that it is unable to obtain an assignment required by clause 7.4(a) and TA consents, in its absolute discretion, to the provision of a licence in respect of those unassignable Intellectual Property Rights, the Contractor must procure a licence in TA's favour that provides TA with the right to exercise all rights comprised in the copyright of the Contract Material (including the right to use, reproduce, adapt, perform and communicate that material to the public) for a period, and on terms, nominated by TA.

7.5 To the extent permitted by law the Contractor:

- (a) unconditionally and irrevocably consents and will take reasonable steps to obtain all other necessary unconditional and irrevocable written consents (including from the Personnel), of any act or omission by or on behalf of TA which would otherwise infringe any Moral Rights in the Developed IP whether occurring before or after a consent is given; and

- (b) will not institute, maintain or support any claim or proceeding for infringement by or on behalf of TA of Moral Rights in any work included in Developed IP.

7.6 The Contractor must do all necessary things that are within its power to enable TA to assert and exercise its rights in respect of the Developed IP.

7.7 The Contractor will not use TA's name or any trade mark owned or licensed by TA without the prior written consent of TA.

## 8. Generative AI

8.1 The Contractor is prohibited, without TA's prior written consent, from reproducing, publishing, communicating, or otherwise using, in whole or in part, TA Pre-existing IP, Developed IP or TA trade marks to develop, train or direct, Generative Artificial Intelligence technology or models, including the mining or scraping of text, images or data from the TA Pre-existing IP, Developed IP or TA trade marks, whether undertaken by the Contractor or by third parties authorised, licensed or directed by the Contractor.

## 9. Warranty, indemnity and limitation of liability

9.1 The Contractor represents and warrants that:

- (a) it has full power and authority to enter into this Agreement, there are no pre-existing rights or obligations which would prevent it from complying with its obligations under this Agreement, and that the Agreement has been validly exercised and is binding upon it;
- (b) the provision of the Services does not and will not infringe any third party's Intellectual Property Rights or Moral Rights and it has all right, title and interest in the Developed IP and Pre-existing IP to allow it to grant the rights to TA set out in this Agreement; and
- (c) it has and will continue to have, the skills, qualifications and experience to provide the Services in an efficient and controlled manner, with a high degree of quality and responsiveness, and that it will use adequate resources, including adequate numbers of appropriately qualified Personnel, to perform the Services, and to a standard that at a minimum complies with this Agreement.

9.2 The Contractor at all times indemnifies TA and holds it harmless from and against any Loss (including any indirect or consequential loss, legal costs, expenses and damages) or liability incurred by TA, arising out of or in connection with:

- (a) any third party intellectual property infringement claim in relation to the Developed IP or TA's use of any Pre-existing IP or materials as permitted by this Agreement;

- (b) any loss of or damage to any property or any personal injury or death caused by any act or omission of Recipient; and/or
- (c) any willful misconduct, unlawful or negligent act or omission of Contractor in connection with this Agreement.

9.3 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law:

- (a) TA is not liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any special, indirect or Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profits, opportunities, use or goodwill loss of opportunities or business interruption); and
- (b) TA's maximum aggregate liability in connection with this Agreement will not exceed the Maximum Aggregate Fee Amount specified in the Schedule.

## 10. Termination for breach or insolvency

10.1 If the Contractor:

- (a) fails to provide the Services for 2 weeks or more due to illness or injury or 1 week or more due to any other circumstances; or
- (b) fails to satisfy any of its obligations under this Agreement,

TA may terminate this Agreement immediately on written notice and recover from the Contractor any Loss suffered by TA.

10.2 TA may also by notice terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which TA has or may have) if an Insolvency Event occurs in relation to the Contractor except to the extent the right to terminate is stayed by sections 415D, 434J or 451E of the *Corporations Act 2001* (Cth).

## 11. Termination for convenience and reduction in scope

11.1 TA may terminate this Agreement or reduce the scope of the Services by giving 30 days written notice to the Contractor and the Contractor must as soon as possible thereafter cease providing the Services as specified in the notice and continue work on any part of the Services not affected by the notice, in which case TA's liability to pay the Fee and any other allowances or costs under this Agreement will reduce proportionately with the reduction of the Services. The Contractor acknowledges and agrees that, except as provided for in clause 11.2, the Contractor is not entitled to any damages or compensation arising out of the termination of this Agreement by TA pursuant to this clause.

11.2 If this Agreement is terminated under clause 11.1, TA must pay the Contractor that portion of the Fee that relates to Services that have been provided to TA in accordance with this Agreement at the date of termination.

## 12. Recovery of overpayments

Where, prior to the expiration or earlier termination of this Agreement or any reduction in scope pursuant to clause 11.1, TA has made any initial or advance payment to the Contractor, and any amount of such payment has not been expended in provision of the Services in accordance with this Agreement, then the Contractor must repay such amount to TA within 7 days of the date of such expiration or earlier termination or reduction in scope, and if that amount remains unpaid after that date, the amount shall be a debt due by the Contractor to TA and may be:

- (a) set off against any other amount due to the Contractor under this or any other Agreement between TA and the Contractor, or
- (b) recovered from the Contractor by TA in any court of competent jurisdiction.

## 13. Insurance

13.1 The Contractor must:

- (a) insure itself and its Personnel for the Term against the risk of sickness, death, injury, professional indemnity and public liability as specified in the Schedule or otherwise for limits that a reasonably prudent person in the same position as the Contractor would take out and maintain;
- (b) take out and maintain adequate insurance in respect of workers compensation; and
- (c) hold such other insurances as TA may reasonably require.

13.2 The Contractor must produce evidence of the insurance policies to TA at TA's request.

## 14. Work health and safety

14.1 The Contractor must ensure that the Services and work conducted by it and its Personnel complies with all applicable legislative requirements, standards and policies, and requirements of this Agreement, that relate to the health and safety of the Contractor, its Personnel, TA's Personnel and third parties, along with TA's workplace sexual harassment policies, complaints protocols and codes of conduct as notified to the Contractor from time to time.

14.2 The Contractor must comply with its obligations under any applicable WHS Law, and must ensure, so far as is reasonably practicable, that its **officers** (as defined by applicable WHS Law) and workers comply with their obligations under applicable WHS Law.

14.3 The Contractor must ensure, so far as is reasonably practicable, the health and safety of:

- (a) workers engaged, or caused to be engaged by the Contractor; and
- (b) workers whose activities in carrying out work are influenced or directed by the Contractor, while the workers are at work in relation to this Agreement.

- 14.4 The Contractor must ensure, so far as is reasonably practicable, that the health and safety of other persons (including TA's Personnel) is not put at risk from work carried out under this Agreement.
- 14.5 The Contractor must consult, cooperate and coordinate with TA in relation to its work health and safety duties.
- 14.6 Without limiting this Agreement, the Contractor must, on request, give all reasonable assistance to TA, by way of provision of information and documents, to assist TA and its officers to comply with the duties imposed under the WHS Act.
- 14.7 The Contractor must give all reasonable assistance to TA to assist TA in consulting with workers who carry out work for it (including, but not limited to, the Contractor's Personnel) who are, or are likely to be, directly affected by a matter relating to work health and safety.
- 14.8 TA may direct the Contractor to take specified measures in connection with the Contractor's work under this Agreement or otherwise in connection with the Services that TA considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction. The Contractor is not entitled to an adjustment to the Fees, or to charge additional allowances or expenses, because of compliance with the direction.
- 14.9 If an event occurs in relation to the Contractor's work under this Agreement that leads, or could lead, to the death or, or an injury or illness to, a person (**Notifiable Incident**), the Contractor must:
- (a) immediately report the matter to TA, including all relevant details that are known to the Contractor;
  - (b) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
    - (i) its cause; and
    - (ii) what adverse effects (if any) it will have on the Contractor's work under this Agreement, including adverse effects on risks to health and safety;
  - (c) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
  - (d) as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
  - (e) within 3 Business Days after the Notifiable Incident, give TA a written report giving further details of the Notifiable Incident, including the results of the investigations required by clause 14.9(b) and a statement of the steps the Contractor has taken or that the Contractor proposes to take as required by clauses 14.9(c) and 14.9(d); and
- (f) within 3 months after the Notifiable Incident, give TA a written report giving full details of its actions in relation to the Notifiable Incident.
- 14.10 The Contractor's obligations under clause 14 are in addition to any reporting obligation that the Contractor has under a written law.
- 14.11 The Contractor must fully co-operate, at its own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- 14.12 The Contractor must not enter into any subcontract for the purpose of directly or indirectly fulfilling its obligations under this Agreement unless such a subcontract obliges the subcontractor to comply with equivalent provisions to those contained in this clause 14
- 14.13 A word or expression in this clause 14 that is:
- (a) used or defined in an applicable WHS Law; and
  - (b) is not otherwise defined in this clause 14 or elsewhere in this Agreement,
- has, for the purposes of this clause 14, the meaning given to it under the applicable WHS Law.
- 15. Proof of business or professional practice**
- 15.1 TA reserves the right to peruse the Contractor's business records relating to, or reasonably incidental to, the Agreement.
- 16. Confidentiality**
- 16.1 The Contractor must keep all Confidential Information confidential and use such information for the sole purpose of performing the obligations under this Agreement.
- 16.2 The Contractor may not use or disclose the Confidential Information except:
- (a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;
  - (b) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
  - (c) with TA's prior written approval.
- 16.3 Inputting Confidential Information into, or disclosing to, ChatGPT or any form of Generative Artificial Intelligence technology, will constitute disclosure for the purposes of this agreement.
- 16.4 The Contractor must return the Confidential Information to TA immediately on request or on the termination of this Agreement. The obligations of

the Contractor under this clause survive the termination of the Agreement.

## 17. Privacy

17.1 This clause 17 applies only to the extent that the Contractor deals with Personal Information in providing Services under this Agreement.

17.2 The Contractor must:

- (a) not input or disclose Personal Information into Chat GPT or any form of Generative Artificial Intelligence technology without TA's prior written consent;
- (b) use or disclose Personal Information obtained in the course of providing Services under this contract only for the purposes of this Agreement;
- (c) carry out and discharge the obligations contained in the Data Protection Laws as if it were bound by them;
- (d) not do any act or engage in any practice which would be a breach of, or would cause TA to breach, Data Protection Laws;
- (e) not use or disclose Personal Information for direct marketing, unless that use or disclosure is explicitly required under this Agreement;
- (f) not engage in an act or practice that would breach Data Protection Laws, unless that act or practice is explicitly required under this Agreement;
- (g) comply with any directions, guidelines, determinations or recommendations referred to and provided to the Contractor, to the extent that they are consistent with the requirements of this clause 17; and
- (h) ensure that all Personnel required to deal with Personal Information for the purposes of this Agreement are made aware of the obligations of the Contractor set out in this clause 17.

17.3 The Contractor agrees to notify TA immediately if it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 17, whether by the Contractor or the Personnel of the Contractor.

17.4 The Contractor agrees to ensure that any subcontract entered into by the Contractor for the purpose of fulfilling its obligations under this Agreement imposes on the subcontractor the same obligations that the Contractor has under this clause 17 (including this requirement in relation to subcontracts).

17.5 Each party acknowledges and agrees that:

- (a) it must notify the other party as soon as reasonably practicable upon becoming aware of any unauthorised access to information, including Personal Information, it stores and handles and the extent and nature of that access (whether incidental or accidental access, or by any of its Personnel or subcontractors), and must comply with

any reasonable directions of the other party in order to rectify the security incident; and

- (b) it must, and must ensure that its Personnel and subcontractors, store and handle the Personal Information and information and its resources in premises and facilities that meet the minimum standards set by the Commonwealth under the Protective Security Policy Framework for storage and handling of such information, as applicable, of the relevant security classification level.

## 18. Conflict of interest

18.1 The Contractor warrants that it does not have any direct or indirect conflict of interest and must notify TA immediately of any matter that may give rise to an actual or potential conflict of interest between TA and the Contractor during the Term.

## 19. Compliance with Anti-bribery and Anti-corruption

19.1 The Contractor understands that T A is committed to strict compliance with Anti-Corruption Laws and represents and warrants that:

- (a) it is in compliance with all anti-money laundering, anti-terrorism, anti-bribery or anti-corruption laws of Australia or any other jurisdiction by which the Contractor or TA is bound (**Anti-Corruption Laws**), and will remain in compliance with the Anti-Corruption Laws;
- (b) it will not authorise, offer or make payments directly or indirectly to any Australian Government official or third party that would result in a violation of any applicable Anti-Corruption Law; and no part of the payment received by it from TA will be used for any purpose that could constitute a violation of any applicable Anti-Corruption Laws.

19.2 Notwithstanding any other provisions to the contrary, TA may withhold payments under the Agreement and/or suspend or terminate the Agreement, without liability and without notice or at any time upon forming a reasonable belief that the Contractor may have violated, or may have caused Tourism Australia this Agreement to violate, any applicable Anti-Corruption Laws or TA's Code of Conduct available at [www.tourismaustralia.com](http://www.tourismaustralia.com).

19.3 The Contractor represents and warrants it is aware and acknowledges the content of Tourism Australia's Code of Conduct and warrants it will comply with all the Anti-Corruption Laws applicable and comply with the Commonwealth Supplier Code of Conduct. Further information on the Code can be found at: <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

## 20. Child Safety

20.1 If any part of the Services involves a party employing or engaging a person (whether as Personnel, or as a volunteer) who is required by applicable law to have a 'working with children

check' to undertake any part of the Services, each party must:

- (a) comply with all applicable law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks; and
- (b) if requested by the other party, provide an annual statement of compliance with this clause, in the form specified by the requesting party at the requesting party's cost.

20.2 When child safety obligations may be relevant to a subcontract, the Contractor must ensure that any subcontract entered into by it for the purposes of fulfilling its obligations under the Agreement imposes on the subcontractor the same obligations regarding child safety that the Contractor has under this Agreement (including this requirement in relation to subcontracts).

## 21. Modern Slavery

21.1 The Contractor must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.

21.2 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Contractor must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

## 22. Sustainability

22.1 Where the Contractor's activities are owned, managed or affiliated with TA, the Contractor must comply with the 'Animal Welfare Policy' of TA as notified from time to time by TA to the Contractor. TA can also request, and the Contractor must provide information about its sustainability policies.

## 23. Force Majeure

23.1 If the Contractor is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event then:

- (a) as soon as reasonably practicable (and in any event no later than 10 days) after the Force Majeure Event arises, the Contractor must notify TA and advise:
  - (i) the full particulars of the Force Majeure Event;
  - (ii) an estimate of its likely duration;
  - (iii) the obligations affected by it and the extent to which the Contractor is unable to perform those obligations;
  - (iv) the steps taken to rectify it; and
- (b) the Contractor's obligations under this Agreement will be suspended to the extent to which they are affected by the Relevant Force Majeure Event as long as the Force Majeure Event continues.

23.2 The Contractor must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. However, this does not require the Contractor to settle any industrial dispute in any way it does not want to.

23.3 If a delay by the Contractor arising directly out of a Force Majeure Event exceeds 30 days, TA may immediately terminate the Agreement on providing written notice to the Contractor and clause 11 will apply as though the Agreement were terminated pursuant to that clause.

## 24. Notice

24.1 Any notice under this Agreement must be given in writing and be addressed as set out in the Schedule.

24.2 Any notice given under clause 24.1 is deemed to have been received:

- (a) if delivered personally - on the actual date of delivery if delivered before 5:00pm on a Business Day to either party's address specified herein, or on the Business Day following the actual date of delivery if delivered after 5:00pm on a Business Day or on a non-Business Day to either party's address specified herein;
- (b) if sent by domestic mail - on the third Business Day after posting, or if sent by international mail - on the seventh Business Day after posting; or
- (c) by email - if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or if it is transmitted after 5.00 pm (Sydney time) on the Business Day, or on a day that is not a Business Day - on the next Business Day.

## 25. Assignment

25.1 TA may dispose of, declare a trust over, or otherwise create an interest in its rights under this Agreement without the consent of the Contractor, and may disclose to any potential holder of the right or interest any information relating to this Agreement or any party to it.

25.2 The Contractor cannot assign, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement or subcontract the whole or any part of the Services without the prior written consent of TA.

## 26. General

This Agreement represents the entire agreement between the parties concerning the subject matter of the agreement and supersedes all prior arrangements. The Agreement cannot be amended or varied except in writing and signed by both parties. A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties. To the extent of any inconsistency between the Special Conditions (if any), these Agreed Terms and the Schedules, the inconsistency will be resolved in

that order. A single or partial exercise by a party of any right or remedy it holds under this Agreement or at law does not prevent the party from exercising that right again or to the extent it has not fully exercised that right. If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Agreement and the remaining terms and conditions will be unaffected. This Agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive

jurisdiction of the courts of New South Wales. This Agreement may be executed in counterparts and all counterparts taken together will constitute one and the same agreement. Any warranty, indemnity, or obligation of confidentiality in this Agreement will survive termination. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement. In the event of any inconsistency between the English language version of this Agreement and any other language translation, the English language drafting shall take precedence.

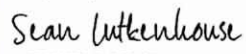
## Execution

Executed as an agreement

|                                                                              |
|------------------------------------------------------------------------------|
| <b>Signed and agreed by the Contractor by its authorised representative:</b> |
| Name: Hugh McConnell                                                         |
| Position: CFO                                                                |
| Date: 12 November 2025                                                       |

Signed by:   
72E15E330F2C460...  
Signature

|                                                                                 |
|---------------------------------------------------------------------------------|
| <b>Signed and agreed by Tourism Australia by its authorised representative:</b> |
| Name: Sean Lutkenhouse                                                          |
| Position: Director Partnerships North America                                   |
| Date: 04 November 2025                                                          |

Signed by:   
792B6DF4D4E6497...  
Signature