



Australian Government



**Tourism
Australia**

Partnership Marketing Agreement

between

TOURISM AUSTRALIA

and

Comfort International Mice Service Co Ltd.,

in relation to Business Events Best Partner Program 2.0

Financial Years 2025/2026

Head Office: Level 28, 180 George Street, Sydney NSW 2000 Australia

Shanghai Office: 5F, Building 9, No.1262, West Yanan Road, 200052 Shanghai, China

www.tourism.australia.com



Background

- A. Managed by Tourism Australia’s business events unit in the China market, the Best Partners Program 2.0 delivers specific, measurable, and achievable distribution and marketing activities to drive conversion for new business events for Australia.
- B. This program provides partners the opportunity to form co-op partnership to deliver partner led projects, which either increase consideration or conversion of Australia for new incentive and other business events.
- C. Tourism Australia and the Partner wish to work together to conduct the marketing project described in the Schedule on the Terms and Conditions of this agreement.

Schedule 1: Project Details

Item 1: Parties		
Partner	Company	Comfort International Mice Service Co Ltd.,
	Registration number	91110105597678665R
	Address	F15, Ruichen Int'l centre, No.13, St. Nongzhan Guan Nan Lu, Chaoyang District, Beijing, China
	Notices	Nico Fan Director fanruifen@cct.cn 86-18610687302 F15, Ruichen Int'l centre, No.13, St. Nongzhan Guan Nan Lu, Chaoyang district, Beijing, China
	Commercial contact	Nico Fan Director fanruifen@cct.cn 86-18610687302 F15, Ruichen Int'l centre, No.13, St. Nongzhan Guan Nan Lu, Chaoyang district, Beijing, China
Tourism Australia or TA	Company	Tourism Australia
	ABN	996 575 487 12
	Address	Level 28, 180 George Street Sydney, NSW 2000 Australia
	Notices	Attention: General Counsel Level 28, 180 George Street Sydney, NSW 2000 Australia legal@tourism.australia.com
	Commercial contact	Edea Lu

		Regional Business Events Director, Asia, Business Events Tourism Australia 5F, building 9, No.1262, West Yanan Road, 200052 Shanghai, China M: +86 185 1626 8919 E: elu@tourism.australia.com
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Item 2 : Term	
Commencement Date	The date this agreement is signed by both parties
Expiration Date	30 Jun 2026
Extension Period	N/A

Item 3 : Parties Contributions				
Party	Direct (cash to TA or Partner only)	Indirect (cash to a third party, not TA or Partner)	In-kind	Total contribution (inc tax)
TA	<p>Contribution amount: CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)</p> <p>Contribution purpose: for partner to spend on corporate engagement events and activities as specified in this Agreement.</p> <p>Contribution payment terms (if any): Partner will invoice TA on satisfactory completion of all events and activities, and invoice will be paid by TA within 30 days of receipt of a valid invoice.</p>	N/A	N/A	CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)
Partner	N/A	<p>Contribution amount: CNY91,468</p>	N/A	CNY91,468 (which is approx. AUD20,000 calculated at

		(which is approx. AUD20,000 calculated at a BPR of 4.5734) Contribution paid to: Event venue/s and all event suppliers. Contribution purpose: For the corporate engagement events and activities as specified in this Agreement. Contribution payment terms: N/A		a BPR of 4.5734)
Total (excl. taxes)	CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)	CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)	N/A	
Taxes, if any	N/A	N/A	N/A	
Total (incl. taxes)	CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)	CNY91,468 (which is approx. AUD20,000 calculated at a BPR of 4.5734)	N/A	
Total Net Project value (incl. taxes)	CNY182,936 (which is approx. AUD40,000 calculated at a BPR of 4.5734)			

Item 4 : Project Particulars	
Project Name	Best Partner Program 2.0 (BPP)
Region/Country	China
Lead Partner	Comfort International Mice Service Co Ltd.,
Media Buyer	N/A
Target Customer	Key corporate decision makers with potential incentive groups to travel to Australia in the next 1-3 years
Project Description	The BPP 2.0 targets corporate buyers to build strong relationships and showcase why "there is nothing like Australia" for business events Australia (BEA).

	The BPP 2.0 aims to increase consideration of Australia as the next business events destination for the Target Customer with the overall objective of converting business for Australia.
Project Objectives	<p>1. To engage potential corporate end users (company decision makers of the Target Customers) who intend to hold meetings or deliver incentive programs in outbound destinations and to showcase Australia as a great place for this experience.</p> <p>2. For each party to promote the other throughout the duration of the project.</p> <p>3. To inspire unforgettable incentive visits in Australia and highlight what Australia can offer with its breadth of Australian products, infrastructure portfolio and community initiatives, etc.</p>
Key Performance Indicators	<p>Corporate engagement event, over one (1) night and two (2) days</p> <ul style="list-style-type: none"> - total confirmed attendees to the event: minimum 25 corporate customers with groups more than 250pax potential for Australia. - each event, new leads to be generated = 3; and - minimum post event engagement survey results from the invited corporates: <ul style="list-style-type: none"> - satisfaction of the event (100% satisfied); and - % more likely to consider Australia for an incentive trip (target 90%).
Project Activities Description	<p>Project Start Date: The date this agreement is signed by both parties.</p> <p>Project End Date: 30 June 2026</p> <p>Activities:</p> <p>The BPP will be held over the course of the below events to meet the Project Objectives for the Target Customers, as follows:</p> <p>Corporate engagement event over one (1) night and two (2) days</p> <p>Partner will develop and deliver one customer event to target up to 25 x decision makers to experience Australia for business events. The program timing will take place in May 2026 in Beijing. Funding will go towards the cost of accommodation, venue ground arrangements including food and beverage (Australian where possible), theming and entertainment.</p> <p>The corporate engagement event will include the following:</p> <ul style="list-style-type: none"> - Seminar: This event will be in the form of a seminar that promotes Australia as an appropriate destination for business events, and to meet the Project Objectives. - Networking activities: This event will be in the form of a networking or team building session for the corporates to interact with Tourism Australia and Partners to showcase Australia. - Gala dinner: This event will be in the form of a gala dinner that promotes Australia as an appropriate destination for business events, and to meet the Project Objectives.
Roles and Responsibilities	<p>Tourism Australia will:</p> <ul style="list-style-type: none"> - assist Comfort International Mice Service Co Ltd to create the event aligned with TA's <i>there is nothing like Australia for business events</i>. - makes the final decision on theme, concept and all creative output (look and feel) and inclusions of the events. - hold a destination seminar for the corporate buyers attending the events. - invite the corporate buyers for the events.

	<ul style="list-style-type: none"> - coordinate personnel or materials as required. - supervise the program overall process and outcomes. - prepare post event survey to measure KPIs and leads. <p>The Partner will:</p> <ul style="list-style-type: none"> - deliver all project deliverables on time and within budget. - keep a copy of all invoices related to project spend and send to TA on request. - invite the corporate buyers for the events. - ensure activity demonstrates sustainable practices within all areas of the partnership activity, create sustainable goals and provide status updates. - ensure where possible Indigenous elements are elevated within the supported activity. - coordinate the event and seek the prior approval of TA in relation to the nature, theme and content of the event. - provide accommodation and catering to the corporate buyers attending the event. - manage the booking of flights for the corporate buyers attending the event, including making payment directly to the contracted travel agent of TA's choice for payment of the flights. - report on the total number of new international business event leads generated as a result of attending the event including the following details for each lead: <ol style="list-style-type: none"> 1. bid value. 2. event type (i.e. conference/congress or incentive) 3. month/year of travel. 4. number of pax (both total and international delegate only); 5. predicted economic impact (EI) in AUD (and relevant EI calculation for the reporting) (both total and international delegate only). 6. Australian destination/s; and 7. intel into conversion (i.e. win/loss statistics) generated by each activity (including the market/country breakdown, key drivers for choosing Australia for the event and number of nights of the lead). <p>provide details to qualify the leads generated for city / Australia.</p>
Milestones	<p>Corporate engagement event:</p> <p>15 Mar 2026– Partner confirms event venues</p> <p>15 Apr 2026 – Invitations sent out</p> <p>30 Apr 2026 – Partner to provide final event program</p> <p>10 May 2026 – RSVP close</p> <p>May 2026 – Event Day</p> <p>End May – post event reporting</p>
Reports	<p>Comfort International Mice Service Co Ltd will provide reports outlining the corporate incentive leads on a periodic and ongoing basis.</p> <ul style="list-style-type: none"> • Additional requests for information by each party should be accommodated in a timely manner by the other party.
Meetings	<p>Frequency: Monthly</p> <p>Type: Digital or in-person</p>

	<p>Topics: Activity progress, initial briefing of project and agreement details, event updates, project and marketing activity updates, any queries or issues with agreed activity and delivery timelines, event and marketing activity updates and completion results.</p> <p>Partner Personnel to attend:</p> <p>Nico Fan Director E: fanruifen@cct.cn M: 86-18610687302</p>
Tourism Australia Material	BEA logo and BEA giveaways, and social media (including BEA WeChat).
Partner Material	Team building material, designs, backdrop design, venue set up and giveaways.
Additional Requirements	N/A
Specified Personnel	N/A
Insurance	
Professional Indemnity Insurance Amount	CNY \$183,000 per occurrence.
Public Liability Insurance Amount	CNY \$7.52million per occurrence.

Agreed Terms

1. Definitions

1.1 In this Agreement unless the context otherwise requires:

Additional Requirements means the additional requirements of a party set out in the Schedule.

Agreement means these Agreed Terms, the Schedule, and any other agreed annexure, appendix or schedule to this agreement, including any agreed variations executed by the parties in writing.

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

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

Commonwealth Supplier of Conduct or Code means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

Commencement Date means the date specified in the Schedule.

Confidential Information means all information that:

- (a) is designated either specifically or generally as confidential in the Agreement; or
- (b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Partner's information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and TA agrees in writing to treat the information as confidential). Further information on the Confidentiality Test can be found at: [Confidentiality throughout the Procurement Cycle | Department of Finance](#).

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.

Contract Material means all Material:

- (c) brought into existence as part of, or for the purpose of performing the Project Activities; and/or
- (d) derived from Tourism Australia Material and/or Partner Material for the purpose of performing the Project Activities.

Contribution Amount means the aggregate value of each of the Direct, Indirect and In-kind contributions attributed to a party in the Schedule.

Creative Direction means maintaining control over the creative output (look and feel).

Direct means a direct cash contribution by one party to the other party for use on the Project.

End Date means the date specified in the Schedule unless this Agreement is terminated earlier.

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, an unforeseen act of government, entry and exit restrictions, epidemics, pandemics, quarantine, biological contamination, 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 Project Activities or the activities to which the Project Activities relate during the term of this Agreement which has an increased cost effect on the delivery of the Project Activities.

Indirect means a cash contribution by a party paid to a third party for goods and/or services to be used on the Project as specified in the Schedule.

In-kind means a non-cash, goods and/or services contribution by one party to the other for use on the Project as specified in the Schedule.

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 Partner, the ability of the Partner to perform its obligations under the Agreement, or the ability of TA to enforce its rights against the Partner 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.

Media Buyer means the party specified as such in the Schedule.

Meetings means meetings of the parties' representatives as set out in the Schedule.

Milestones means the milestones specified in the Schedule.

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
- (c) 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 it in clause 13.9.

Notice means an official notice or communication under this Agreement (as relevant) in writing, from one party to the other party, at the postal address, or email address, or facsimile number set out in the Schedule or as notified by the relevant party.

Partner Material means Material provided by the Partner for use in the Project Activities and includes the material identified as such in the Schedule.

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 Partner.

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.

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

Project means the marketing project specified in the Schedule.

Project Activities means the activities to be carried out by the parties and/or third parties as part of the Project as set out in the Schedule.

Project Objectives means the objectives of the Project as specified in the Schedule.

Lead Partner means the party specified in the Schedule.

Reports means the reports specified in the Schedule.

Schedule means Schedule 1: Project Details of this Agreement.

Significant Event means:

- (d) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Partner or its Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or

- (e) any other significant matters including the commencement of legal, regulatory or disciplinary action involving the Partner or its Personnel that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

Specified Personnel means the personnel specified in the Schedule as required to perform all or part of the work constituting the Project Activities.

Target Customer means the target audience for the Project as specified in the Schedule.

Term has the meaning given to that term in clause 14.1.

Tourism Australia Material means Material provided by TA for use in the Project Activities and includes the material identified as such in the Schedule.

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

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.

2. Parties' Obligations

2.1 Each party must:

- (a) provide its Contribution Amount, to the party, in the manner, and for the purposes specified in the Schedule;
- (b) execute its Roles and Responsibilities to deliver the Project Activities within the specified timeframes in the Milestones to the Target Customer to meet the Project Objectives;
- (c) supply its Material specified;
- (d) provide the Reports and attend the Meetings (if any specified);
- (e) undertake to deliver any commitments of it set out in the Additional Requirements; and
- (f) supply the services of the Personnel or if required Specified Personnel,

as specified in the Schedule.

2.2 A party will not be relieved of any responsibility under this Agreement because of any:

- (a) subcontracting of the Project Activities;
- (b) acceptance by either party of any Specified Personnel or replacement Personnel; or
- (c) payment made by one party to another.

3. Creative Direction & Media Buyer

- 3.1 Unless otherwise indicated, the Lead Partner has general Creative Direction in respect of the Project Activities to be performed under this Agreement.
- 3.2 The Lead Partner must perform its duties in respect of the Project's Creative Direction in a collaborative manner with the other party and act in good faith.
- 3.3 The Media Buyer will plan, negotiate and buy the media in respect of the Project Activities.
- 3.4 In respect of any publications to be produced under this Agreement as part of the Project Activities, both parties must provide consent in writing as to the publication of those documents.

4. Personnel

- 4.1 Each party is responsible for the conduct of its Personnel at all times while performing the Project Activities.
- 4.2 Each party must ensure that any of its Personnel involved in the performance of the Project Activities:
 - (a) have the necessary expertise, capacity and facilities required to perform the Project Activities;
 - (b) will comply with all relevant obligations or conditions binding on the parties under this Agreement; and
 - (c) do not bring a party's name into disrepute.
- 4.3 The parties agree that the Specified Personnel will perform work in relation to the Project Activities. If any Specified Personnel are unable to perform the work, the relevant party must notify the other party immediately and the applicable Specified Personnel will be replaced by the applicable party with the services of an alternative person acceptable to the other party (acting reasonably), and the applicable party will ensure that new Specified Personnel are properly trained, qualified, suitably skilled and inducted at no additional cost to the other party.

5. Taxes, duties and government charges

- 5.1 Unless otherwise indicated, all consideration for any supply made under this Agreement is inclusive of any applicable tax imposed on the supply.
- 5.2 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the applicable tax imposed on the supply in question.
- 5.3 No party may claim or retain from the other party under this Agreement any amount in relation to a supply made under this Agreement for which the first party may claim an input tax credit or decreasing adjustment.

6. Intellectual Property

Pre-existing material

- 6.1 TA grants to the Partner a non-exclusive, royalty free licence to use the Tourism Australia Material to the extent necessary for the Partner to carry out its obligations under this Agreement for the Term.
- 6.2 The Partner grants to TA a non-exclusive, royalty free licence to use the Partner Material to the extent necessary for TA to carry out its obligations under this Agreement for the Term.

Contract Material

- 6.3 All Intellectual Property Rights in Contract Material:
- (a) created solely using Tourism Australia Material vests exclusively in TA immediately upon its creation and to the extent that the Partner may at any time acquire any right, title or interest in such Material, the Partner by this Agreement assigns to TA absolutely and as beneficial owner its right, title and interest in and to such Material;
 - (b) created solely using Partner Material vests exclusively in the Partner immediately upon its creation and to the extent that TA may at any time acquire any right, title or interest in such Material, TA by this Agreement assigns to the Partner absolutely and as beneficial owner its right, title and interest in and to such Material; and
 - (c) created using both Tourism Australia Material and Partner Material or otherwise created jointly by using neither Tourism Australia Material nor Partner Material, will be co-owned jointly by TA and the Partner as tenants in common with equal and undivided shares (excluding any Tourism Australia Material and Partner Material contained within it) immediately upon its creation, and each party assigns to the other party its right, title and interest in and to such Contract Material to the extent necessary to give effect to such co-ownership. Co-owned Contract Material may only be used by a party for the purposes of the relevant Project Activities and this Agreement, or with the other party's written consent.

Moral Rights

- 6.4 Each party must procure the irrevocable consent of each creator of any part of any Contract Material in which copyright subsists or any performer who participates in or performs in any Contract Material in which copyright subsists, to allow the other party to:
- (a) do any act or omission which would otherwise infringe any Moral Rights in the Contract Material;
 - (b) use the Contract Material (or a substantial part or adaptation of them):
 - (i) with or without attribution of authorship or performership;
 - (ii) with or without other materials comprised in the Contract Material or any other text, data, sounds or images (whether animated or not); and
 - (iii) in any medium, in any context and in any way it sees fit;
 - (c) add to, delete from or re-title the Contract Material, or materially distort, destroy, alter or any other way change the Contract Material; and

- (d) reproduce, publish, copy, adapt the Contract Material (or a substantial part or adaptation of them), or perform, communicate, show or exhibit the Contract Material (or a substantial part or adaptation of them) in or to the public,

to the extent necessary for each party to carry out its obligations under this Agreement for the Term.

- 6.5 Each party must obtain the consents and releases described in clause 6.4 in writing. Each party must provide the other party with copies of each written consent obtained by the party.

Trade marks

- 6.6 The parties will not, and will ensure that its Personnel and subcontractors do not, use the other party's name or any trade mark owned or licensed by the other party without the prior written consent of the other party, and will submit a sample of the proposed use to the other party for prior approval.
- 6.7 Each party must comply with all of the other party's directions and guidelines concerning use of the other party's name, Material or any trade mark, notified by such other party from time to time.
- 6.8 Each party must not use the other party's name or any trade marks in a way likely to deceive or cause confusion or prejudice its distinctiveness or value or the other party's goodwill or reputation.

7. Generative AI

- 7.1 The Partner is prohibited, without TA's prior written consent, from reproducing, publishing, communicating, or otherwise using, in whole or in part, Tourism Australia Material, TA Contract Material 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 Tourism Australia Material, TA Contract Material IP or TA trade marks, whether undertaken by the Partner or by third parties authorised, licensed or directed by the Partner.

8. Warranties

- 8.1 Each party warrants that:
 - (a) it has and will continue to have, the skills, qualifications and experience to provide the Project Activities in an efficient and controlled manner, with a high degree of quality and responsiveness and to a standard that at a minimum complies with this Agreement;
 - (b) it will use adequate resources, including adequate numbers of appropriately qualified Personnel, to perform the Project Activities in accordance with this Agreement;
 - (c) at the date of this Agreement and continues to warrant during the Term that no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement that has not been disclosed and consented to by the other in writing;
 - (d) it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement and that the execution, delivery and performance of the Agreement has been duly and validly authorised by all necessary corporate action; and
 - (e) it will comply with requirements imposed by legislation or other binding legal authority including compliance with the Privacy and Data Protection Laws.
- 8.2 TA warrants that the Tourism Australia Material does not infringe the Intellectual Property Rights or Moral Rights of any person.

- 8.3 The Partner warrants that the Partner Material does not infringe the Intellectual Property Rights or Moral Rights of any person.

9. Confidential Information

- 9.1 The Partner agrees not to disclose to any person, other than TA, any Confidential Information of TA other than in accordance with clause 9.2, without prior written approval from TA.
- 9.2 The Partner may disclose Confidential Information of TA with its Personnel who have a need to know the information for the purposes of performing the Services, provided that the Partner must ensure that its Personnel are aware of, and comply with, the obligations in this clause 9. The Partner agrees, on request by TA, to arrange for its Personnel to give a written undertaking relating to nondisclosure of the TA's Confidential Information in a form acceptable to TA. Inputting Confidential Information into, or disclosing to, any Artificial Intelligence System, will constitute disclosure for the purposes of this agreement.
- 9.3 TA will keep any information in connection with the Agreement confidential to the extent it has agreed in writing with the Partner to keep such specified information confidential.
- 9.4 TA will not be in breach of any confidentiality agreement if TA discloses Confidential Information of the Partner to its Personnel in connection with this Agreement or related activities, within TA's organisation or with another agency where this serves the Commonwealth's legitimate interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 9.5 The obligations in this clause 9 will not be breached where the relevant information:
- (a) is publicly available (other than through breach of a confidentiality or non disclosure obligation), or
 - (b) is required to be disclosed by law, an order of a court or a stock exchange but in the case of disclosure by the Partner, any such request must be reported by Notice to TA without delay and the text of the disclosure provided in writing to TA as soon as practicable.
- 9.6 The Partner must return the Confidential Information to TA immediately on request or on the termination of this Agreement. The obligations of the Partner under this clause survive the termination of the Agreement.
- 9.7 The Partner acknowledges and must ensure that the Partner's Personnel acknowledge that if the Partner or its Personnel breach the obligations in clause 9, TA will suffer damage and an award of damages would be inadequate relief for a breach by the Partner or its Personnel of the obligations in clause 9. The Partner consents to TA obtaining an ex parte interlocutory injunction to restrain the Partner or its Personnel from breaching the obligations in clause 9.
- 9.8 Nothing in this clause 9 derogates from any obligation which the Partner may have either under the *Privacy Act 1988* (Cth) or under this Agreement in relation to the protection of personal information.

10. Privacy

- 10.1 This clause 9.1 applies only to the extent that the parties deal with Personal Information in providing its obligations under this Agreement.
- 10.2 The parties must:
- (a) use or disclose Personal Information obtained in the course of providing their obligations under this Agreement only for the purposes of this Agreement;

- (b) carry out and discharge the obligations contained in the Privacy and Data Protection Laws as if it were bound by them;
- (c) not do any act or engage in any practice which would be a breach of the Privacy and Data Protection Laws;
- (d) not use or disclose Personal Information for direct marketing, unless that use or disclosure is explicitly required under this Agreement;
- (e) comply with any directions, guidelines, determinations or recommendations referred to and provided under this Agreement, to the extent that they are consistent with the requirements of this clause 9.1; and
- (f) ensure that all Personnel required to deal with Personal Information for the purposes of this Agreement are made aware of the obligations of the parties set out in this clause 9.1 and deal with Personal Information in accordance with this clause.

10.3 Each party agrees to notify the other immediately if it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 9.1, whether by that party's own Personnel or a subcontractor.

10.4 The parties agree to ensure that any subcontract entered into by that party for the purpose of fulfilling its obligations under this Agreement imposes on the subcontractor the same obligations that the subcontracting party has under this clause 9.1 (including this requirement in relation to subcontracts).

10.5 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, that 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.

11. Child Safety

11.1 If any part of the Project Activities or a party's Roles and Responsibilities 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 applicable activities, 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 applicable activities, 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.

11.2 When child safety obligations may be relevant to a subcontract, the Partner 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 Partner has under this Agreement (including this requirement in relation to subcontracts).

12. Modern Slavery

- 12.1 Each party 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 Project Activities or when undertaking its Roles and Responsibilities.
- 12.2 If at any time a party becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Agreement, that party 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.

13. Work Health and Safety

- 13.1 The parties must ensure that the Project Activities, the work conducted by the Partner and any of the Partner's Personnel, and the work conducted by TA and any of 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 Partner, the Partner's Personnel, TA's Personnel and third parties,
- 13.2 The parties must comply with their obligations under any applicable WHS law, and must ensure, so far as is reasonably practicable, that their officers (as defined by applicable WHS law) and workers comply with their obligations under applicable WHS law.
- 13.3 The parties must each ensure, so far as is reasonably practicable, the health and safety of:
- (a) workers engaged, or caused to be engaged by the party; and
 - (b) workers whose activities in carrying out work are influenced or directed by the party,
- while the workers are at work in relation to this Agreement.
- 13.4 The parties must ensure, so far as is reasonably practicable, that the health and safety of other persons (including any Personnel) is not put at risk from work carried out under this Agreement.
- 13.5 The parties must consult, cooperate and coordinate with each other in relation to its work health and safety duties.
- 13.6 Without limiting this Agreement, a party must, on request from the other party, give all reasonable assistance to the other party, by way of provision of information and documents, to assist the other party and its officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.
- 13.7 The parties must give all reasonable assistance to each other in consulting with workers who carry out work for the Project (including, but not limited to, any Personnel) who are, or are likely to be, directly affected by a matter relating to work health and safety.
- 13.8 Either party may request the other party to take specified measures in connection with the Project Activities that the requesting party 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 other party agrees to comply with the direction.
- 13.9 If an event occurs in relation to a party's work in connection with the Project Activities that leads, or could lead, to the death of, or injury or illness to, a person (**Notifiable Incident**), that party must:

- (a) immediately report the matter to the other party, including all relevant details that are known;
- (b) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
- (c) its cause; and
- (d) what adverse effects (if any) it will have on the Project, including adverse effects on risks to health and safety;
- (e) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
- (f) 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;
- (g) within 3 Business Days after the Notifiable Incident, give the other party a written report giving further details of the Notifiable Incident, including the results of the investigations required by clause 13.9(b) and a statement of the steps the party has taken or that the party proposes to take as required by clauses 13.9(e) and (f); and
- (h) within 3 months after the Notifiable Incident, give the other party a written report giving full details of its actions in relation to the Notifiable Incident.

13.10 The parties' obligations under this clause 13.9 are in addition to any reporting obligation that a party has under a written law.

13.11 Each party 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.

13.12 A party 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 13.

13.13 A word or expression in this clause 13 that is:

- (a) used or defined in an applicable WHS law; and
- (b) is not otherwise defined in this clause 13 or elsewhere in this Agreement,
- (c) has, for the purposes of this clause 13, the meaning given to it under the applicable WHS law.

14. Term and Termination

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

- (a) TA at its sole option extends the Agreement for one or more of the Extension Periods (if any) specified in the Schedule by giving written notice prior to the Expiration Date; or
 - (b) the Agreement is otherwise lawfully terminated pursuant to these Agreed Terms,
- (the Term).

- 14.2 TA may terminate this Agreement by giving 30 days written notice to the Partner and the Partner must as soon as possible thereafter cease delivering any applicable Project Activities. The Partner acknowledges and agrees that, except as provided for in clause 14.3, the Partner is not entitled to any damages or compensation arising out of the termination of this Agreement by TA pursuant to this clause.
- 14.3 If this Agreement is terminated under clause 14.3, TA must pay the Partner that portion of the contribution that directly relates to services that have been provided to TA in accordance with this Agreement at the date of termination.
- 14.4 A party may by notice terminate this Agreement immediately if:
- (a) an Insolvency Event occurs in relation to the other party except to the extent the right to terminate is stayed by sections 415D, 434J or 451E of the *Corporations Act* (Cth); or
 - (b) the other party fails to satisfy any of its obligations under this Agreement and the party:
 - (i) reasonably considers that the breach of the other party's obligation is not capable of remedy; or
 - (ii) where it considers that the breach is capable of remedy, by notice requires that the failure be remedied within 7 Business Days or such longer time specified in the notice and, the breach is not remedied within that time.
- 14.5 Where, prior to the termination of this Agreement or a Project Schedule pursuant to clause 14.1, a party (**Contributing Party**) has provided all or part of the Contribution Amount to the other party (the **Receiving Party**), and any amount of such payment has not been expended in performing the Project Activities in accordance with this Agreement or the relevant Project Schedule, then the Receiving Party shall repay such amount to the Contributing Party within 7 Business Days of the date of the termination.
- 14.6 Termination of this Agreement for any reason does not extinguish or otherwise affect any rights of either party against the other party which accrued prior to termination or out of the events causing such termination including damages or other remedies to which a party may be entitled.

15. Insurance

- 15.1 Each party must insure itself and its Personnel for the Term against the risk of sickness, death, injury, professional indemnity and public liability as set out in the Schedule or if not, for limits that a reasonably prudent person in the same position as each party would take out and maintain.
- 15.2 The Partner must:
- (a) take out and maintain adequate insurance in respect of workers compensation;
 - (b) hold such other insurances as TA may reasonably require; and
 - (c) produce evidence of the insurance policies to TA at TA's request.

16. Disputes

- 16.1 A party claiming that a dispute has arisen must give written notice (**Dispute Notice**) to the other party setting out the nature of the dispute and all information relevant to the dispute, within 10 Business Days of becoming aware of the grounds for the dispute.
- 16.2 Within 5 Business Days of receipt of a Dispute Notice, the receiving party must respond outlining a proposed solution. At all times the parties must negotiate in good faith to resolve the dispute.

16.3 The parties must continue to perform their obligations under this Agreement during the period in which any dispute is being resolved under clause 16.2.

16.4 Subject to clause 16.5 each party will not initiate any action in court or take any other action in respect of a dispute until the parties have reasonably sought to resolve the dispute in accordance with clause 16.2 and no sooner than 30 Business Days after the date of the Dispute Notice.

16.5 Nothing in this clause 16 prevents a party from:

- (a) seeking urgent interlocutory relief from an appropriate court; or
- (b) undertaking action under or purportedly under any clause relating to termination or reduction in scope.

17. Limitation of Liability

17.1 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law:

- (a) each party 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, incidental, punitive or special Losses of any kind (including loss of profits, opportunities, use or goodwill loss of opportunities or business interruption);
- (b) each party's maximum aggregate liability in connection with this Agreement will not exceed the Total Net Project Value;
- (c) each party must take reasonable steps to mitigate the Loss it suffers or incurs under or in connection with the Agreement; and
- (d) a party's liability to the other party will be reduced to the extent the other party caused or contributed to the Loss.

18. Disclosure

18.1 The Partner must not:

- (a) represent or purport to represent TA, or express views or opinions purported to be representative of TA without the prior written agreement of TA;
- (b) disclose or make public any information or material acquired or produced in connection with this Agreement; or
- (c) engage in any misleading or deceptive conduct in relation to the Agreement or relationship between the parties.

18.2 The obligations of the Partner under this clause shall survive the termination of this Agreement.

18.3 The Partner acknowledges that Tourism Australia is an Australian Commonwealth Government entity and statutory authority, and as such, is subject to legislative and administrative accountability and transparency requirements including disclosures to the Australian Parliament and its committees and other disclosures pursuant to Australian legislation or Australian Commonwealth Government policy. Notwithstanding any other clauses in this Agreement, TA may publicly disclose this Agreement, the Partner's details or other information related to this Agreement, including any fees or payments under or pursuant to this Agreement.

19. Notice

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

19.2 Any notice given under clause 19.1 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.

20. Force Majeure

20.1 If a party 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 party must notify the other party 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 party is unable to perform those obligations;
 - (iv) the steps taken to rectify it; and
- (b) the party'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.

20.2 The party must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible, excluding industrial dispute.

21. Compliance with Anti-bribery and Anti-corruption

21.1 The Partner understands that TA 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 Partner 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 Federal or State 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.

21.2 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 Partner may have violated, or may have caused TA to violate, any applicable Anti-Corruption Laws.

22. Compliance with the Commonwealth Supplier Code of Conduct

22.1 The Partner must comply with, and ensure that its Personnel comply with, the Code in connection with the performance of this Agreement.

22.2 The Partner must:

- (a) periodically monitor and assess its, and its officers', employees, and agents compliance with the Code; and
- (b) on request from TA promptly provide information regarding:
 - (i) the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - (ii) the Partner's compliance with clause 22.1

22.3 The Partner must immediately issue TA a Notice on becoming aware of any breach of clause 22.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.

22.4 Where TA identifies a possible breach of clause 22.1 it may issue the Partner a Notice, and the Partner must, within 3 Business Days of receiving the Notice, either:

- (a) where the Partner considers a breach has not occurred: advise TA that there has not been a breach and provide information supporting that determination; or
- (b) where the Partner considers that a breach has occurred: issue a Notice under clause 22.3 and otherwise comply with its obligations under this clause.

22.5 Notwithstanding clause 22.4(b), TA may notify the Partner in writing that it considers that the Partner has breached clause 22.1, in which case the Partner must issue a Notice under clause 23 and otherwise comply with its obligations under this clause 23.

22.6 A failure by the Partner to comply with its obligations under any part of this clause will be a material breach of the Agreement.

22.7 Nothing in this clause or the Code limits, reduces or derogates from the Partner's other obligations under the Agreement. TA's rights under this clause are in addition to and do not otherwise limit any other rights TA may have under the Agreement. The performance by the Partner of its obligations under this clause will be at no additional cost to TA.

22.8 The Partner agrees that TA or any other Commonwealth agency may take into account the Partner's compliance with the Code in any future approach to market or procurement process.

23. Notification of Significant Events

23.1 The Partner must immediately issue TA a Notice upon becoming aware of a Significant Event.

- 23.2 The Notice issued under clause 23.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the partnership activities, goods and/or services were involved.
- 23.3 TA may notify the Partner in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Partner must issue a Notice under clause 23.1 in relation to the event within 3 Business Days of being notified by TA.
- 23.4 Where reasonably requested by TA, the Partner must provide TA with any additional information regarding the Significant Event within 3 Business Days of the request.
- 23.5 If requested by TA, the Partner must prepare a draft remediation plan and submit that draft plan to TA's contact for approval within 10 Business Days of the request.
- 23.6 A draft remediation plan prepared by the Partner under clause 23.5 must include the following information:
- (a) how the Partner will address the Significant Event in the context of the partnership, goods and/or services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Partner with its other obligations under the Agreement, and
 - (b) how the Partner will ensure events similar to the Significant Event do not occur again, and
 - (c) any other matter reasonably requested by TA.
- 23.7 TA will review the draft remediation plan and either approve the draft remediation plan or provide the Partner with the details of any changes that are required. The Partner must make any changes to the draft remediation plan reasonably requested by TA and resubmit the draft remediation plan to TA for approval within 3 Business Days of the request unless a different timeframe is agreed in writing by TA. This clause 23.7 will apply to any resubmitted draft remediation plan.
- 23.8 Without limiting its other obligations under the Agreement, the Partner must comply with the remediation plan as approved by TA. The Partner agrees to provide reports and other information about the Partner's progress in implementing the remediation plan as reasonably requested by TA.
- 23.9 A failure by the Partner to comply with its obligations under this clause 23 will be a material breach of the Agreement. TA's rights under this clause 23 are in addition to and do not otherwise limit any other rights TA may have under the Agreement. The performance by the Partner of its obligations under this clause 23 will be at no additional cost to TA.

24. Sustainability

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

25. General

- 25.1 This Agreement represents the entire agreement between the parties concerning the subject matter of the agreement and supersedes all prior arrangements.
- 25.2 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.

- 25.3 This Agreement comprises the Schedule and these Agreed Terms. To the extent of any inconsistency between them, the terms in the Schedule will prevail.
- 25.4 A failure, single or partial exercise or delay by a party to exercise any right or remedy it holds under this Agreement or at law does not operate as a waiver of that right.
- 25.5 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.
- 25.6 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.
- 25.7 This Agreement may be executed in counterparts and all counterparts taken together will constitute one and the same agreement.
- 25.8 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.
- 25.9 Nothing in this agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this Agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party. Nothing in this Agreement creates an exclusive relationship between the parties or prevents TA working with other partners, including in regards to the Project Activities.
- 25.10 Neither party may subcontract the whole, or any part of the Project Activities except with the prior written consent of the other party.
- 25.11 Neither party may assign, novate, encumber, declare a trust over or otherwise create an interest in its rights under this agreement without the prior written consent of the other party.
- 25.12 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

Signed and agreed by the Partner by its authorised representative:	
Name:	Nh'co
Position:	Director
Date:	25 February 2026

范瑞芳 Nico

Signature



Signed and agreed by Tourism Australia by its authorised representative:	
Name:	Kelly Maynard
Position:	General Manager Business Events, Commercial
Date:	25 February 2026

Signed by Kelly Maynard

Signature

