



VENDOR SPONSORSHIP AGREEMENT

EFFECTIVE DATE 13th July 2024

PARTIES

Indah Island Pty Ltd (ACN 619 256 852) as Trustee for The Indah Island Trust (ABN 30 853 174 585) Trading as Indah Island (**Hamptons Farm Estate (HFE)**) for the Hamptons Farm Estate; and

[Vendor's or Sponsor's legal entity] of **[address]**. (**Sponsor**)

(each a **Party** and together the **Parties**).

RECITALS

- (A) The Parties agree that the Sponsor (also known as Vendor), will supply to Hamptons Farm Estate (also known as the Venue), the Goods and Services as set out in the schedule 1, for nil charge (including any delivery costs), in consideration of HFE undertaking the Marketing Initiatives and marketing plan in accordance with the terms of this Agreement.
- (B) The Parties agree that the Hamptons Farm Estate (also known as the Venue), will provide the opportunity to the Sponsor (also known as Vendor), to promote their products and services at the Open day as set out in the schedule 1, for nil charge, in consideration of the Sponsor undertaking the Marketing Initiatives and marketing plan in accordance with the terms of this Agreement.
- (C) The Parties wish to document the agreed Sponsorship Terms and Marketing Initiatives as set out in this Agreement.

The Parties agree as follows:

OPERATIVE PROVISIONS

1. Definitions

Affiliate means any legal entity that Controls, is Controlled by, or that is under common Control with, that party.

Business Day means Monday to Friday (inclusive) but excludes any day that is a public holiday in the place in which the Marketing initiatives is being conducted.

Booking Date means the date of the Open day being the 14th of July 2024.

Commencement Date means the date the last Party signs this Agreement.

Control means the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that

entity, the voting rights of the majority of the voting shares of the entity or the management of the affairs of the entity.

Goods means all of the products, services and usage rights as set out in Schedule 1 being supplied by Sponsor to HFE in consideration of HFE undertaking the Marketing Initiative in accordance with the terms of this Agreement.

Insolvency Event means any of the following events:

- (i) Either party ceases to, or is unable to pay, its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
- (ii) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to that party or any of the Parties assets;
- (iii) the party enters into, or resolves to enter into a scheme of arrangement, compromise or composition with any class of creditors;
- (iv) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the Party; or
- (v) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Marketing Initiative means the parties promotion of the Parties Goods and Services to customers and/or audience and the co-operation and participation in marketing initiatives as set out in the Marketing Plan.

Marketing Plan means the binding document between the Parties as set out in Schedule 2, which will include, but is not limited to:

- (i) details of marketing activities to be undertaken;
- (ii) the obligations of the Parties;
- (iii) the applicable timeline and schedule for the marketing activities to be undertaken; and
- (iv) the details of the marketing spend of the parties, if any.

Open day means the Hamptons Farm Estate wedding Open day, being the 14th of July 2024, also known as the Booking date.

Project means the property address known as the Hamptons Farm Estate of 1900 Goomalling – Toodyay Rd Wongamine WA and the location where the Goods being supplied will be delivered to and where the Parties will be allowed certain rights under this Agreement in accordance with the Marketing Plan.

Sponsorship Terms means the obligations which each Party agrees to undertake in accordance with the terms of this Agreement.

Supplier means the Sponsor and or Vendor as party to this agreement.

Term means the period commencing from the Commencement Date until termination of the Agreement in accordance with clause 3 below.

2. Term

- 2.1. This Agreement commences on the date the last Party signs and continue for a period required to fulfil each parties obligations as set out in this agreement, unless terminated earlier in accordance with this Agreement (**Term**).
- 2.2. The parties may mutually agree to extend the term in writing.
- 2.3. The Sponsor may terminate this Agreement by providing one (1) month' written notice to HFE.
- 2.4. Either Party may terminate this Agreement immediately (or with effect from any later date that it may nominate) by written notice to the other party if:
 - (a) one or more Insolvency Event occurs in relation to the other party; or
 - (b) a Party breaches this Agreement.
- 2.5. HFE may cancel the Open day and terminate this agreement at any time prior to the Booking date, in extenuating circumstances, and with no liability to the other party.

3. HFE Obligations

- 3.1. In consideration of Sponsor's supply of the Goods & Services, HFE agrees to:
 - (a) actively promote Sponsor's Goods & Services in a positive light, in line with the branding positioning;
 - (b) comply with the Marketing Plan; and
- 3.2. Either party cannot make a significant change to the Project, this Agreement (including but not limited to scope, location and/or timing), or the Marketing Plan without prior written approval from the other party.

4. Sponsor Obligations

- 4.1. In exchange for HFE compliance with the Marketing Plan, the Sponsor agrees to:
 - (a) provide HFE with the Goods & Services in accordance with the supply schedule set out in Schedule 1;
 - (b) arrange delivery of the Goods set out in Schedule 1 to the designated delivery address of the Hamptons Farm Estate; and
 - (c) actively promote the venue in a positive light, in line with the branding positioning;
 - (d) Fulfil its obligations to HFE as set out in this agreement.

5. Further Assurances

- 5.1. Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions and purposes of (and otherwise give full effect to) this Agreement.
- 5.2. The Parties agrees to comply with all applicable laws in relation to this Agreement.

6. Notices

1. A notice, approval, consent or other communication in connection with this Agreement:

- (a) must be in writing;
- (b) must be marked for the attention of:
 - (i) for HFE Mark Bowen (Indah Island);
 - (ii) for the Sponsor: [Name of Sponsor]

and sent to the address specified in the Parties section of this Agreement.

7. Liability

7.1. Each party:

- (a) indemnifies the other party and its Affiliates against all damages, losses, costs and expenses incurred by it relating to:
 - (i) a breach by the other party of this Agreement; and
 - (ii) any act or omission of in respect of this Agreement.

7.2. The Sponsor:

- (a) indemnifies HFE and its Affiliates against all damages, losses, costs and expenses incurred by it relating to:
 - (i) the fulfil of it's obligations of this Agreement.

8. Confidentiality

8.1. The terms of this Agreement including all Schedules annexed hereto and in any previous correspondence or agreement between the Parties is confidential ("Confidential Information") and shall not be disclosed by the Sponsor to any third party without HFE's prior written consent.

8.2. Nothing in clause 8.1 prohibits the Sponsor from disclosing any Confidential Information if it is required to do so by any applicable law.

9. Non-Disparaging Arrangement

9.1 The Sponsor must not at any time disparage HFE (or a director, officer, employee, contractor, or agent of HFE) or make any statement or publications, whether oral or in writing, or take any action which brings or is likely to bring such a person into disrepute or ridicule or otherwise adversely affect that person's reputation.

9.2 This clause 9 shall survive the expiry or termination of this contract.

10. Cancellation

- 10.1 If the Open day is cancelled and not rescheduled for any reason, HFE shall be entitled to, terminate this Agreement with immediate effect.

11. Insurance

- 11.1 The Sponsor agrees to furnish a Certificate of Currency confirming the Vendor holds the following insurance policies in place at all times throughout the Term of this Agreement:

- (a) Public Liability insurance in the sum of AU\$10,000,000 per claim and in the aggregate against claims, demands, loss or expense to which this insurance applies and to the extent caused by the negligent acts or negligent omissions of Sponsor, its employees;
- (b) Workers Compensation insurance and any additional insurance as required by the laws and the awards applicable to the relevant State.

- 11.2 The Sponsor shall provide HFE with certificates of currency evidencing compliance upon the signing of this Agreement.

12. Entire Agreement

- 12.1 This Agreement sets forth the entire understanding of the Parties with respect to the matters addressed herein and supersedes all prior agreements, letters, covenants, arrangements, communications and representations (whether oral or written) in relation to such matters.

- 12.2 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, void or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegal or unenforceable provision had never been included in this Agreement and the intentions of the Parties shall be carried out as closely as possible in accordance with the original terms and intent of this Agreement.

13. Counterparts

- 13.1 This Agreement may be executed and delivered in counterparts, including facsimile or electronic portable document format (PDF) copies, each of which when so executed will be deemed an original and all of which when taken together shall constitute one and the same agreement.

14. Waiver, variation and assignment

- 14.1 A provision of or a right created under this Agreement may not be:
- (c) waived except in writing signed by the Party granting the waiver; or
 - (d) varied except in writing signed by the Parties; or
 - (e) assigned or dealt with in any other way, without the other Parties' first agreeing in writing.

15. Relationship

- 15.1 This Agreement does not create any partnership, agency or further relationship between the Parties.

16. Governing Law

- 16.1 This Agreement will be governed by and construed in accordance with the laws of Western Australia.

Executed as an Agreement

Signed by Indah Island Pty Ltd (**HFE**)

ABN 30 853 174 585

in accordance with s127 of the
Corporations Act 2001 (Cth)

Signature of Director / Authorised Officer

Name of Director / Authorised Officer

Signed by **Sponsor**

in accordance with s127 of the
Corporations Act 2001 (Cth)

Signature of

Name:

Name of Sponsor (please print)

Signature of

Name:

Name of Sponsor (please print)

Schedule 1

Marketing Plan:

In consideration of the Goods being supplied by the Sponsor, in accordance with the terms of this Agreement, the parties agree to the following undertakings of the marketing plan:

1. Costs

(a) The Sponsor will pay all associated costs whatsoever for the fulfilment of this marketing Plan, (including but not limited to; cost of a professional photographer, images, editing and production, styling for photography purposes, mood boards and propping lists and lighting, to be taken by the Sponsor's chosen professional photographer, videographer and producer, within 14 days of the receipt of the Sponsors invoice.

(b) The Sponsor will provide the goods to HFE for the open day at nil charge whatsoever.

2. Images, case studies and P.R. Requirements

a) The Sponsor and HFE shall have access to photography taken by the Sponsor by their chosen professional photographer.

b) The Sponsor and HFE will have a perpetual license to use any and all images featuring the Products for any purpose how and when the Sponsor or HFE sees fit. Fees for image licensing of images featuring the Products to be waived.

c) Shot list requests from the Sponsor will be incorporated where appropriate.

d) Focus of the imagery for the Sponsor to be on the Product, such as but not limited to;

i) photography taken during the open day with unlimited usage rights;

ii) focus of the imagery to be on the product (full shots), during the open day

iii) Professional images, (including High & low resolution, GIFS and MP4), of all to be supplied along with an unlimited supply of all detail and supplementary images to be used across digital, social media, PR, promotional material and catalogues.

e) HFE will be consulted in the briefing & planning process for the project photography & video shoots.

3. Social Media Requirements

(a) The open day to feature on the Sponsor and HFE social platforms, which may include a case study.

- (b) The Sponsor and HFE to share content of the Open day on all its social platforms. The sponsor allow HFE to use relevant social images and stories at their digression on their own social platforms.
- (c) The Sponsor to work with HFE on key milestones for the Open day and social content and share the Open day schedule to assist with planning for this content.
- (d) HFE will promote the Sponsor complementary to other products/suppliers within the Project.
- (e) The Sponsor or HFE will be tagged in all images where their Product features across the parties media accounts.
- (f) The parties each acknowledge that this sponsorship agreement is non exclusive. For the avoidance of doubt, HFE does not enter into any exclusive arrangement with any vendor, unless agreed in writing by both parties.

4. Provisions

- (a) The Sponsor and HFE will have a perpetual license to repost or re-gram any images, videos or social media post, with full crediting to the Sponsor, HFE, photographer, videographer, designer and/or stylist, producer and relevant vendors.
- (b) The Sponsor will obtain all releases, licenses, permits or other authorisation to use photographs, copyrighted materials, artworks or any other property or rights belonging to third parties for items that the Sponsor uses in performing services under this Agreement.
- (c) All marketing content created for the Open day which contains the HFE's Goods, assets and/or intellectual property shall be submitted to HFE for approval prior to publication or release in any form by the Sponsor.
- (d) All marketing content created for the Open day which contains HFE Goods, assets and/ or intellectual property shall be available in perpetuity to the HFE to be adapted to suit any future requirements of HFE.
- (e) For the purposes of this Marketing Plan, the term 'Sponsor' and 'HFE' is used to include the brand itself and its appointed public relations agency.