



## **Global Freedom Summit Private Event Host Agreement**

### **For AUSTRALIAN Global Freedom Summit Private Event Hosts only**

By checking this box, you acknowledge electronically, that you have read, understood and agree to the terms of this Agreement

This Global Freedom Summit (“GFS”) Private Event Host Agreement (hereafter “Agreement”) is by and BETWEEN

The A21 Campaign Limited, a public company limited by guarantee, incorporated under laws of the Commonwealth of Australia (A.B.N. 25 135 595 578) and a charitable institution, located at Baulkham Hills NSW 2153 (“A21”)

AND

the Event organizer/promoter who has checked the box and clicked on the “submit” button above and/or the undersigned (if this Agreement is signed in hard copy) (hereafter, “GFS Host”), in connection with any Global Freedom Summit private event the GFS Host holds, operates or sponsors for the purposes of this Agreement (hereafter, “Event”) such Event to take place on an agreed time and date (“Event Date”)

A21 is a non-profit entity dedicated to abolishing human slavery in the 21<sup>st</sup> century. Each year, A21 sponsors Global Freedom Summit events, which are hosted at venues around the globe by non-profit charitable, educational and religious institutions, as well as for-profit entities and individuals.

**NOW THEREFORE**, in consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, A21 and GFS Host agree as follows:

#### **TERMS**

- **Event Administration.** GFS Host agrees, covenants, warrants, and represents that it shall take full and sole responsibility and liability for each Event and confirms that it will comply at all relevant times with A21’s then current Child Protection Policy in force
- **GFS Host and Event Volunteers.** If the GFS Host is recruiting volunteers to assist in executing each Event, A21 recommends

In advance of each Event, the GFS Host will

3.1 if necessary for the Event, organize key volunteers to lead, supervise and manage various areas of the Event and make sure such volunteers fully understand their role, their duties and in particular the requirements necessary for the Event to take place in their area of the Event location and the needs of any Event attendees (“Participants”) during the Event in their area of the Event location

3.2 train all volunteers and

3.3 assign only age-appropriate duties to minor Participants or volunteers.

On the day of an Event the GFS Host will

3.4 I lead, supervise and manage all volunteers

3.5 meet with volunteers at the designated volunteer check-in location and direct volunteers to their posts and

3.6 review with volunteers their duties for the day of the Event.

- **Safety.** GFS Host shall put the health and safety of Participants and volunteers ahead of all other aspects of an Event. It is expressly understood and acknowledged by the GFS Host that any standards or guidelines established by A21 are intended to provide for the orderly administration of promotional events and are not intended to guarantee the safety or wellbeing of Participants, volunteers or other members of the general public. GFS Host acknowledges that health and safety considerations may require that additional precautions or measures be taken beyond any requirements recommended by A21, and GFS Host agrees to take all steps or measures reasonably necessary to promote and conduct the safest Event possible
- **Standards of Communications by GFS Host.** GFS Host agrees that any communications, information or literature published or issued by or on behalf of the GFS Host in connection with A21 or an Event, including on any social media platform provided by A21, will

5.1 comply, without limitation, with all relevant laws and regulations in force that relate to such publications or the promotion or holding of an Event

5.2 comply with any policies, instructions or directions issued by or on behalf of A21 from time to time

5.3 not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact or false, misleading, offensive or defamatory statements and

5.4 include any legal or good practice notices as required by A21 from time to time

- **Representation of Compliance with Applicable Laws, Permit Procedures and Contracts.** GFS Host agrees to comply with all national, state, and local or municipal laws, regulations, guidelines or standards in promoting and hosting an Event, and represents that it has obtained all necessary permits, waivers and other legal permissions required to promote, host and operate each Event in its jurisdiction on the relevant Event Date

GFS Host agrees that he/she shall not

6.1 bring an Event or A21 or the Global Freedom Summit brand into disrepute

6.2 disparage an Event or A21 or the Global Freedom Summit brand

6.3 damage the goodwill associated with an Event or A21 or the Global Freedom Summit brand or

6.4 be otherwise prejudicial to the image and/or reputation of an Event or A21 or the Global Freedom Summit brand

- **Legal Claims.** GFS Host shall remain primarily liable to A21 in respect of any act or omission of any employee, contractor, sponsor, partner or volunteer they engage in connection with an Event or their obligations under this Agreement as if any such act or omission were its own
- **Financial Transactions.** GFS Host agrees to conduct all financial transactions connected with the Event in an open, transparent and ethical manner, especially when partnering with other nonprofit organizations and when accepting

funds or special services from Participants, sponsors or government entities. GFS Host agrees to keep current and accurate records of all relevant financial transactions and to provide access to such records to A21 upon request

- **No Profit Allowed from Hosting a Global Freedom Summit Event.** GFS Host agrees to not use an Event or his/her position as GFS Host of an Event to profit or benefit personally nor perform business transactions known to represent a conflict of interest with A21
- **Duty of Confidentiality Regarding A21's Proprietary Information.** A21 now owns and may hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business and not for profit operations (collectively, "Confidential Information"). A21 will be disclosing Confidential Information to GFS Host in connection with each Event. Confidential Information includes not only information disclosed by A21, but also information developed or learned by GFS Host during GFS Host's preparation for, promotion and holding of the Event. Confidential Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which A21 is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of A21, whether or not such information is identified by A21. If the GFS Host has any doubts about what constitutes Confidential Information then he/she agrees to consult with A21 before acting in any manner that may breach his/her obligations under this Agreement

**No Right or License in Confidential Information by GFS Host.** GFS Host agrees to use the Confidential Information solely in connection with its promotion, hosting and holding of an Event in accordance with his/her obligations set out in this Agreement, and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the A21. No other right or license, whether expressed or implied, in the Confidential Information is granted to GFS Host

**GFS Host's Express Agreement to Protect Confidential Information.** GFS Host agrees that at all times prior, during and subsequent to an Event, GFS Host will keep strictly confidential and not use, communicate, or divulge to any individual, corporation, partnership, or group, in whole or in part, any Confidential Information, except for GFS Host's own use during the Term of this Agreement to the extent necessary to conduct the hosting of the relevant Event, or except as authorized by A21 in writing. GFS Host further agrees not to cause the transmission, dissemination, removal or transport of tangible embodiments of, or electronic files containing lists of Event Participants or other A21 Confidential Information, without prior written approval of A21

**Exceptions.** GFS Host's obligations with respect to any A21 Confidential Information as set forth above shall not apply when GFS Host can document that (i) it was in the public domain at the time it was communicated to GFS Host by A21; (ii) it entered the public domain subsequent to the time it was communicated to GFS Host by A21 through no fault of GFS Host; (iii) it was in GFS Host's possession free of any obligation of confidence at the time it was communicated to GFS Host by A21; (iv) it was rightfully communicated to GFS Host free of any obligation of confidence subsequent to the time it was communicated to GFS Host by A21; or (v) that it is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

**A21 Property.** All materials, including without limitation, any GFS Host kit, posters, flyers, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to GFS Host by A21 or which are developed by or on behalf of A21 in connection with the hosting of an Event, or relate to an Event, are the property of A21, and shall be returned by GFS Host to A21 promptly at A21's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. GFS Host is granted no rights in or to such Materials or the Confidential Information, except as necessary to fulfill its obligations under this Agreement. GFS Host shall not use or disclose the Materials, or Confidential Information other than as permitted expressly by this Agreement

- **Sensitivity to Surrounding Community.** GFS Host will remain sensitive to community needs and work collaboratively with all interested persons to not damage and if possible improve the health and wellbeing of the community in which the Event is being held
- **No Discrimination.** GFS Host will demonstrate a commitment to a nonpartisan agenda in the conduct of each Event and prohibit discrimination and harassment of potential Event participants or Event Participants based on the basis of race, color, national origin, disability, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, economic status, citizenship, veteran or other military status, gender identity, gender, or age
- **Duty of Ethical Conduct.** GFS Host shall conduct itself ethically, honestly and with integrity in all dealings, and abide by principles of fairness, good faith and respect consistent with all laws, permit regulations and internal policies that govern its conduct with others both inside and outside the community in which an Event is being held

The GFS Host shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption

- **GFS Host's Release of A21.** GFS Host acknowledges that it is solely responsible and liable for all Participants participating in an Event, which GFS Host is promoting and hosting. GFS Host on behalf of its heirs, respective associations, subsidiary, affiliated, related and parent corporations, companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees, beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns, sponsors, promoters, affiliates, officials, volunteers including Event leaders, participating communities and clubs, and all government and public or quasi-public entities including, but not limited to, the State, county, and local municipalities where each Event takes place, and any other entity or person involved in connection with the sponsorship, organization or execution of an Event (hereafter, "Releasers") **shall and hereby do relieve, release, forever discharge**, hold harmless, indemnify, including as to attorneys' fees, and promise not to sue A21 and its heirs, respective associations, subsidiary, affiliated, related and parent corporations, companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees, beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns, sponsors, promoters, affiliates, officials, volunteers including Event leaders, participating communities and clubs, and all government and public or quasi-public entities including, but not limited to, the State, county, and local municipalities where each Event takes place, and any one involved in connection with the sponsorship, organization or execution of an Event (hereafter, "Releasees"), **from any and all known or unknown, suspected or unsuspected, contingent or fixed claims**, civil or criminal complaints, administrative or agency actions, grievances, allegations, demands, liabilities, debts, losses, obligations, promises, damages, injuries, costs, compensation, commissions, interest, penalties, expenses (including without limitation, attorneys' fees), lawsuits, actions (in law, equity or otherwise), rights and privileges, and causes of action including but not limited to tort and negligence theories, breach of contract, breach of implied in fact contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, fraud, negligent misrepresentation, intentional or negligent interference with contract or economic advantage, indemnity, intentional or negligent infliction of emotional distress, statutory or common law unfair competition, invasion of privacy, abuse of process, malicious prosecution, and all other injuries of any nature, kind and description, in law, equity or otherwise whether not now known or ascertained (hereinafter "Claims"), which arise directly or indirectly from, or are or were attributable in any way to the negligence, action or failure to act of Releasers, which Claims Releasers **now own or hold, have, may have or could have had (or at any time heretofore owned or held or may or could have had, or at any time in the future may or could hold or have), arising from Releasers' promotion,**

**hosting and holding of an Event, or in any direct or indirect way related to GFS Host's promotion, hosting and holding of an Event.** It is understood and agreed that A21 makes no guarantees or warranties, expressed or implied, in connection with any Event to the GFS Host, Releasers, any other organizing or promoting entity, entrants, Participants, competitors, or spectators, or to any other person

- **Indemnification.** Releasers do personally, and on behalf of all affiliated or related entities connected in any way with the promotion, hosting, holding or administration of an Event, hereby jointly and severally, indemnify and agree to defend and hold harmless A21 and Releasees, from any and all Claims, liabilities, demands, obligations, debts, costs of litigation, attorney's' fees, or other expenses related to or in any way arising out of or connected with Releasers involvement with such Event
- **No Warranties or Agency.** It is understood and agreed that A21 makes no guarantees or warranties, express or implied, to the GFS Host, or other Event promoters, sponsors, Participants, volunteers, spectators, or any other person or entity related in any way to an Event. Under no circumstances shall the GFS Host be an agent or commission agent of A21. There is no intent to create any agency, partnership, or joint venture relationship between A21 and the GFS Host of an Event, and the execution of this Agreement does not constitute the formation of an agency relationship between the parties hereto. Notwithstanding any other provisions contained herein, where any State or Commonwealth Act implies any term into this Agreement, and that Act avoids or prohibits provisions in a contract excluding or modifying such term, that term shall be deemed to be included in this Agreement, but each party's liability for breach of that term shall be limited in one or more of the ways (at such party's option) permitted by section 68a(1) of the Trade Practices Act 1974 (Cth)
- **Warranty of Information.** GFS Host warrants that all requirements described in this Agreement and all information provided by GFS Host to A21 describing the time, place, activities, permissions and general nature of an Event are true, correct and complete as at the time they were provided
- **Insurance.** GFS Host shall obtain and maintain adequate and proper insurance for each Event.
- **Intellectual Property.**

18.1 The GFS Host acknowledges that all Intellectual Property in the Event Marks shall be solely and exclusively owned by A21, together with any goodwill therein, and the GFS Host shall not acquire any rights in the Event Marks

18.2 The GFS Host agrees that he/she shall not use the Event Marks in any way that, in A21's reasonable opinion, connotes that the parties are forming a partnership or any trading arrangement (other than the GFS's hosting of the Event), or that A21 endorses any part of the GFS Hosts business, trading name or style

18.3 For the purposes of this Agreement

**“Event Marks” shall mean A21 logos, trademarks, branding, strap lines and other marketing collateral owned by or licensed to A21 and provided to the GFS Host for use in connection with the Event**

“Intellectual Property” shall mean all intellectual property rights protected by law throughout the world whether registered or not, including without limitation all copyrights, copyright registrations and applications, trademark rights, registrations and applications, patent rights (including the right to apply therefor), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill, corporate, trade and product branding and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States of America or of any other state, country or legal jurisdiction

- **Severability.** Every term and provision in this Agreement is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable
- **Term and termination.** Unless otherwise agreed in writing this Agreement shall continue for a period of 3 years from the date of commencement (“Term”). A21 may terminate this Agreement at any time
- **Personal Data.** The GFS Host shall
  - comply with all applicable privacy and data protection legislation in force from time to time, including without limitation, in relation to any processing of Participant personal data
  - not process any Participant’s personal data other than in accordance with such Participant’s express consent unless such processing is required by applicable laws to which the GFS Host is subject
  - notify A21 without undue delay upon the GFS Host becoming aware of a personal data breach affecting any Participant or other personal data held by the GFS Host in connection with an Event, providing A21 with sufficient information to allow it to meet any obligations to report or inform a supervisory authority or data subject of such breach. The GFS Host shall co-operate with A21 and take such reasonable steps as are notified by A21 to assist in the investigation, mitigation and remediation of each such personal data breach
  - provide reasonable assistance (at its own cost) to A21 with any data protection impact assessments, consultations with competent data privacy authorities or audits which are required under applicable privacy or data protection legislation, taking into account the nature of the processing and information available to, the GFS Host
- **Modifications.** This agreement represents the entire agreement between both parties with respect to any Event. No modification or amendment of this Agreement or waiver of any provision of this agreement shall be valid unless it is set forth in writing and signed by both parties hereto
- **Governing Law.** This Agreement shall be exclusively governed by and construed in accordance with the laws of New South Wales and the courts of New South Wales shall have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof. The parties hereby irrevocably consent to personal jurisdiction of such courts for such purpose and waive any right to allege lack of personal jurisdiction, improper venue or inconvenient forum in any such action brought in any such court
- **Electronic Acceptance.** By checking the box electronically in connect with this Agreement, the GFS Host acknowledges and represents electronically, that they are authorized to, and have read, understood, and agree to the terms and conditions of this Agreement. In addition, by accessing, using, receiving and making electronic transmissions to A21 in connection with the activities and matters referred to in this Agreement the GFS Host acknowledges and agrees that its terms and conditions are legally binding upon them whether or not they clicked on any electronic button or such similar links as may be designated by A21 to accept this Agreement or gain access to and use any A21 service using the internet or other electronic forms of communication

The GFS Host also acknowledges and represents pursuant to any applicable statutes, regulations, rules, ordinances or other laws, that they accept the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, contractual terms, records of transactions and other data initiated or completed through electronic means with A21 and they hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date submitted.