

Exhibition Contract for the 76th International Astronautical Congress (IAC) 2025

The “International Astronautical Federation” (IAF)
(hereafter referred to as “**IAF**”), located at
100, Avenue de Suffren
75015 Paris, France
represented by its Executive Director,
Dr. Christian Feichtinger;

and

“Space Industry Association of Australia” (SIAA),
(hereafter referred to as “**Provider**”), with its
registered address at
Suite 102/Level 1, 13-15 Bridge St,
Sydney NSW 2000, Australia
represented by its Chair, IAC 2025 Local Organizing
Committee and Board Chair, SIAA, Jeremy Hallett;

and

“**Exhibitor**”

collectively referred to herein as the “Parties” and
individually as the “Party”.

1 Subject of the Contract

1.1. Under this Contract for IAC 2025 Exhibition services
for pavilion (hereinafter, the “**Contract**”), the
Provider undertakes to provide the Exhibitor with an
empty (deserted) area/space by 27 September 2025 for
utilisation by the Exhibitor during the International
Astronautical Congress 2025 (hereinafter, IAC 2025)

planned to be held during 29 September – 3 October 2025 in Sydney, Australia at the particular place defined by the Provider.

1.2. Basic details of the area/space for utilisation by the Exhibitor to establish its pavilion of booths and other items are described in below:

1.2.1. The overall area/space dimensions to be provided by the Provider to the Exhibitor shall be X square meters subject to the availability in the Agreed Location; Not less than thirty- six square metres shall be purchased as a pavilion;

1.2.2. Logo and Exhibitor profile in the IAC 2025 Final program.

1.2.3. Included exhibitor booth staff badge – X badges;

The Exhibition booth staff badges will provide access to the Exhibition area, Opening Ceremony and Welcome Reception.

The Exhibition booth staff badges do not allow entry to the technical session (TS), plenary and IAF Global Networking Forum (IAF GNF), special session (SpS) session rooms and entry to such rooms will require a registration as full delegate of IAC 2025 and additional payments from the Exhibitor.

The Exhibition booth staff is defined as personnel representing the exhibiting organization (Exhibitor) or contracted by the Exhibitor to set-up, operate and support the logistics of the booth, including catering and other services; and manage the Exhibitor's exhibition, including promoting the Exhibitor's products, services to the IAC 2025 Exhibition area.

The IAF is the organization responsible for the final approval of the accreditation of Exhibition Booth Staff Badges.

1.3. The fee due and payable by the Exhibitor to the Provider under this Contract in Euro(excluding goods

and services tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 the GST is 10% of the fee; the fee and its GST amount shall be electronically remitted by the Exhibitor (and delivered in full and in freely transferable funds) within 14 days to the Provider's below-defined bank account upon receipt of its invoice (hereinafter the "Payment Deadline"). The invoice shall be issued by the Provider as soon as the Contract has been signed by both Parties. The Provider will be entitled to the receipt of full payment the fee net of any and all taxes, imposts, charges, levies, duties and other fees applicable in any jurisdiction. The fee for co-exhibiting or sub-exhibiting at IAC 2025 Exhibition shall be Euro 500.00 (excluding GST) for each of such co-Exhibitor, sub-Exhibitor.

OR

As a country pavilion the co exhibiting fee will be waived.

- 1.4. The Exhibitor's payment for the fee hereunder shall be earned by Provider upon its receipt of money from the Exhibitor, even if the Exhibitor fails to appear at the IAC 2025.
- 1.5. The Provider shall give full guarantee for booking of the area/space at the Agreed Location only once it receives the fee (and its GST) payment from the Exhibitor in full and in time (i.e. prior to the Payment Deadline and at the Provider's below-defined bank account. With no obligation towards the Exhibitor, Provider at its own discretion may choose to keep the area/space temporarily booked at the Agreed Location for the Exhibitor pending delay in receipt of the payment from the Exhibitor beyond the Payment Deadline. However, the Provider shall be entitled to cancel such temporary booking and give such area/space to any other person at any time if the Exhibitor has delayed its full payment beyond the Payment Deadline.

1.6. This Contract shall be effective upon both Parties' signature and shall remain in full force and effect until the terms for its execution or termination take place, except each Party shall continue its obligation to keep Information confidential within five years following the expiry date of the Term.

2 The Parties' obligations:

- 2.1. The area/space shall be provided and returned from one Party to the other Party completely deserted and it shall be discharged from all types of claims of any third parties.
- 2.2. The Exhibitor shall return the area/space to the Provider in compliance with this Contract and by 12PM of 4 October 2025, otherwise for each day of the Exhibitor's delay in returning the area/space to the Provider or the Exhibitor's non-compliance with sub-clause 2.1 of this Contract the Exhibitor shall pay the liquidated damages equal to 30% of the fee following the Provider's notice of liquidated damages.
- 2.3. The Exhibitor must promptly fill the form and provide its information to include the Exhibitor in the IAC 2025 Exhibitors directory and inform the Provider with the names, addresses, logos and other details of the organizations participating as co-Exhibitor(s) or sub-Exhibitor(s) within the Pavilion of booths before the deadlines mentioned in the exhibitor manual defined by the Provider.
- 2.4. The Exhibitor must provide the names, position, email addresses and responsibilities as exhibition booth staff of the individuals entitled to the complimentary exhibition booth staff badges for approval by the IAF (access strictly limited to exhibition area);
- 2.5. The Exhibitor must provide a detailed list and schedule of events planned to take place in the exhibition booth for approval by the IAF.

- 2.6. The Exhibitor undertakes to pay the above-defined fee (and GST); the Exhibitor shall transfer 100% of the fee (and GST) in accordance with Clause 1.3 exclusively to the below-defined bank account of the Provider prior to the Payment Deadline upon receiving Provider's invoice by email.
- 2.7. If the Exhibitor desires to provide further its area/space to another organization (new exhibitor), this can only be accomplished after approval of the new exhibitor by the Provider. After such approval of the new exhibitor, a 10% administrative charge must be paid by the original Exhibitor to Provider or withheld from the original Exhibitor's payment made to Provider hereunder.
- 2.8. If the Provider is compelled to cancel the IAC 2025 because of an event of Force Majeure or for reasons beyond the Provider's control and without organizing another International Astronautical Congress in its place within twelve (12) months of the originally planned date, the Provider is released from its obligations hereunder and it shall promptly refund 50% of the payment made by the Exhibitor hereunder. The remainder shall be used by the Provider for payment of its costs incurred. If proof can be given that the amount withheld by the Provider from payments exceeds the costs incurred, the Exhibitor shall be entitled for the Provider's subsequent refund of a proportionate amount of the sum not required for recovery of its costs and expenses.
- 2.9. If the Provider fails to provide the Exhibitor with the above-defined area/space (at no-fault of the Exhibitor and while Provider is not compelled to cancel the IAC 2025), the Provider must reimburse the full amount of money received from the Exhibitor with no interest (as it is acknowledged that Provider does not receive any

interest for depositing such money at its bank account).

2.10 Each Party shall be responsible for payment of its own tax liabilities, duties and fees. Each Party shall bear its own bank transfer charges and incidental fees related to its payments to the other Party.

3 Confidentiality

3.1. Either Party shall not disclose this Contract or any information gained in connection herewith (hereinafter referred to as “Information”) to any third parties in any manner whatsoever without the prior written consent of the other Party, save (i) where required for the proper enforcement or performance of the terms herein or (ii) where such Information is already in the public domain not due to a breach of this clause or (iii) to comply with any law or any order or directive of any relevant governmental agency, regulatory body or court of competent jurisdiction, provided the Parties shall notify each other about such disclosure.

3.2. The Provider may disclose the above-referred Information to its shareholder, officers, employees and contractors on a “need-to-know” basis.

3.3. Either Party may attach, append, or include the other Party’s name and corporate logo to its publicity and/or promotional materials.

3.4. The Provider may publish the Exhibitor’s information in the exhibition catalogue.

4 Force Majeure

4.1. The Provider shall not be responsible, nor liable for any failure to perform, in whole or in part, any of the obligations under this Contract or for failure to hold the **IAC 2025** because of event of Force Majeure. The event of Force Majeure shall mean an exceptional event or circumstances beyond the Party’s reasonable control, including, but not limited to, riot, strike,

civil disorder, acts of war, failure of facilities, terrorism, threats of terrorism, epidemic, earthquake, storm, fire, flood, and other exceptional natural events.

- 4.2. If the Provider is prevented from performing any of its obligations under this Contract by the event of Force Majeure, then the Exhibitor shall be provided with the Provider's notice of the event or circumstances constituting the Force Majeure specifying the Provider's obligations, performance of which is prevented.
- 4.3. The Provider shall, having given notice of Force Majeure, be excused for failing to perform such obligations for so long as such event of Force Majeure prevents it from performing them. If the execution of substantially all the Provider's obligations under this Contract is definitively prevented by an event of Force Majeure, the Provider will give to the Exhibitor a notice of termination of the Contract due to such event of Force Majeure and specify if the congress (IAC 2025) will be postponed or is definitely cancelled.

5 Contractual Documentation

- 5.1. Documents sent through the email addresses of the Parties' representatives defined in this clause will be given official status by both Parties.
- 5.2. Any notices and invoices (hereinafter collectively "Notices") required or issued hereunder shall be in writing in the English language and sent to the Party-addressee at its address by an internationally recognized courier service and/or by electronic mail (and if the electronic mail is not active by facsimile).
- 5.3. The Parties hereby acknowledge and agree that facsimile, photocopy, scanned or other electronic forms of documents shall be deemed to be original for

all purposes hereunder and shall be fully enforceable and binding under this Contract. Per Party-addressee's request, the other Party shall ship the original copy of the Notice to the addressee by express mail service.

5.4. Notices shall be sent to the addresses set below:

Notices to the Exhibitor shall be sent to: Name of company: Address of company: Attention: Name/surname Title: Email	Notices to the Provider shall be sent to: Space Industry Association of Australia (SIAA) c/o Congress Secretariat MCI Australia Level 3, 200 Creek Street Spring Hill Queensland 4000 Australia Email: sponex@iac2025.org
--	---

5.5. Either Party may at any time or from time to time notify the other Party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

6 Termination of the Contract

6.1. Termination of the Contract due to breach of the contract terms. If any Party commits a breach of any of its material obligations under this Contract, the other Party may, in whole or in part, terminate the Contract, upon 5 (five) days prior written notice or termination to the other Party.

6.2. Termination of the Contract due to insolvency. In the absence of one Party's solvency, the other Party may terminate the Contract within 5 (five) days prior written notice of termination to such insolvent Party.

7 Final provisions

7.1. No Amendments, nor changes to this Contract will be effective unless it is written and signed by both

Parties' representatives duly authorised for the purpose of amending or changing the Contract.

- 7.2. This Contract is made in English language in two copies having equal legal force, one deemed for each of the Parties. The last signed Party shall send one of the final signed original copies to other Party by express mail service.
- 7.3. The issues and conditions not covered or mentioned in this Contract shall be governed under the New South Wales State or Australian Federal law.
- 7.4. In no event shall either Party be liable, whether in law, equity or negligence or otherwise howsoever, to the other Party for any indirect, consequential or other damages, or loss of profits or revenue, third party claims (whether foreseeable or not). Further, without limiting the generality of this sub-clause, the Exhibitor acknowledges and confirms that it shall have no right of recovery for the satisfaction of any cause whatsoever arising out of or in relation to this Contract against any officer, director, servant, employee, agent, partner or shareholder, end-user of the Provider. Notwithstanding anything to the contrary herein, it is expressly agreed that the Provider's sole obligation and the Exhibitor's exclusive remedy for any cause whatsoever arising out of or in relation to this Contract shall be limited to (i) a reduction in the fee or (ii) termination of this Contract; and the Exhibitor hereby irrevocably waives any other right or remedy available to it at law or equity.
- 7.5. If, during the term of the Contract, performance of the Contract causes one or both Parties unreasonable hardship, both Parties shall make a good faith effort to reach a fair and reasonable agreement to modify the Contract considering changed circumstances.
- 7.6. Any dispute arising in connection with this Contract (including its existence, validity, interpretation,

performance and termination) shall be referred to and finally resolved by arbitration under Australian law. Nothing in this sub-clause shall affect the Provider's right to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Exhibitor in the Exhibitor's Country or in any country where its property is located.

The "Agreed Location" for the Exhibitor is indicated in the scheme attached to this Contract.

8 Governing law and jurisdiction

This Contract is created and shall be performed, interpreted and enforced in accordance with the laws applicable in New South Wales Australia and the parties submit to the non-exclusive jurisdiction of the courts of that place.

9 Insurance

9.1. The Exhibitor must hold certain insurance policies.

The Exhibitor must hold a valid, current and paid-up policy, with a reputable insurer, for:

- 9.1.1. Public and products liability insurance in the sum of at least AUD\$20 million per "occurrence", at all times until the Event is concluded, or this Contract ends or is terminated, whichever is later;
- 9.1.2. Professional indemnity insurance until this Contract ends and for a period of 6 years thereafter, in the sum of at least AUD\$2 million per claim, or such other sum as the Provider may reasonably require, given the nature of the Exhibitors products, services, sponsorship and Exhibition;
- 9.1.3. Insurance for the full replacement value (new for old) loss of or damage to the Exhibitor's Exhibition, Exhibition Materials and all other property that the Exhibitor brings to the Event or any Venue; and
- 9.1.4. Workers' compensation insurance as required by law.

10 Venue Rules

- 10.1. The Exhibitor must comply with the Venue Rules. The Provider may notify the Exhibitor of applicable Venue Rules at any time and by any means, including by setting them out in, or attaching them to, the Exhibition Manual (if any), or displaying them on the Event Website.
- 10.2. The Exhibitor must at all times comply with all Venue Rules and all directions issued by the Provider and staff of each Venue operator.
- 10.3. The Exhibitor warrants that it has accessed and have thoroughly acquainted itself and all relevant persons with applicable Venue Rules and, where necessary or appropriate, have given a copy of the Venue Rules to relevant persons.
- 10.4. The Provider and each Venue operator has the right, if the Exhibitor does not comply with the Venue Rules, to eject the Exhibitor and relevant persons from the Venue

11 Limitation of Our liability

- 11.1. The Provider's total aggregate liability and the liability of the Provider's employees, agents and contractors, to the Exhibitor and any relevant person, for breach of this Agreement, for negligence or other tort and any other cause of action, will not exceed a sum being the equivalent of the total monetary value of the Fee.
- 11.2. The word "liability" (in the phrase "total aggregate liability" in paragraph 11.1) means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was willful, negligent or otherwise, wherever such liability arose and for any loss (including personal injury), damage or expense (including legal costs and disbursements).
- 11.3. Where the Provider's liability arises under the Competition and Consumer Act 2010 (Cth) or analogous

fair trading laws, then to the extent permissible by law, the Provider's liability is limited (at the Provider's option), in aggregate, to supplying the Participation Benefits again, or the cost of supplying those services or Participation Benefits again.

12 Exclusion of certain liabilities

12.1. The Provider are not liable to the Exhibitor or any relevant person, for:

12.1.1. travel and accommodation costs;

12.1.2. damage to the Exhibitor's sponsorship materials, the Exhibitor's Exhibition or Exhibition Materials;

12.1.3. loss of profit, loss of savings, loss of opportunity, damage to reputation and/or indirect or consequential loss; and

12.1.4. any relevant person contracting a Transmissible Illness at the Event.

12.2. The Provider has no liability for losses caused by third parties.

12.3. The Provider is not liable to the Exhibitor or any relevant person for loss of any kind (including personal injury) to the extent caused by any third party, such as such as any other sponsors, exhibitors, or attendees of, or suppliers (including Venue operators) to, the Event.