

Terms and conditions – Stratium Global Corporate Membership

Stratium Global Pty Ltd (ACN 627 094 366) (**Stratium Global, us, we or our**) operate this corporate membership program on the terms and conditions set out in this document (as amended from time to time) (**Corporate Membership Program**).

1. Corporate Membership Program

- 1.1 By lodging an application to become a member of the Corporate Membership Program, you agree to follow and be bound by the terms and conditions set out in this document (**Terms**).
- 1.2 Members of the Corporate Membership Program are provided with a series of benefits provided by Stratium Global as set out in these Terms (**Benefits**).
- 1.3 From time to time, we may add to, change or remove our Terms, including by making changes to the Benefits and membership fees of the Corporate Membership Program.
- 1.4 The most up-to-date Terms, available on our website [[here](#)], will always apply to your membership. A continuation of your membership, access to or use of the Corporate Membership Program will constitute acceptance of the amended Terms.

2. Membership

- 2.1 To be eligible to apply for membership of the Corporate Membership Program, you must:
 - (a) have a registered Australian Company Number;
 - (b) provide us with as much information as we reasonably request to assess your application;
 - (c) not be, or have been, the subject of any:
 - (i) proceedings, pending or threatened;
 - (ii) investigation, inquiry or enforcement proceedings or process by any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Australia (whether federal, state or local) or any other part of the world;
 - (d) not be the subject of an insolvency event, meaning:
 - (i) insolvency as defined under section 95A of the *Corporations Act 2001* (Cth);
 - (ii) a winding up order is made or an application is made to a court for its winding up; or
 - (iii) an application is made to a court for an order to appoint a controller, administrator, receiver and manager, provisional liquidator or liquidator or analogous person to the party or any of the party's property, or an appointment of the kind referred to in this paragraph is made (whether or not following a resolution or application).
- 2.2 We may choose to admit or reject any applicant as a member to the Corporate Membership Program in our absolute discretion.
- 2.3 Membership of the Corporate Membership Program is non-transferable.

- 2.4** Membership of the Corporate Membership Program is valid for a period of 12 months (**Membership Period**) and will automatically renew for a further 12 months on each anniversary of the membership, unless otherwise cancelled in accordance with these Terms.
- 2.5** If your details provided to us change during the Membership Period, you must advise us of such changes as soon as reasonably practicable by email to info@stratiumglobal.com.au or by updating your details in the details section of your online membership account.

3. Fees

- 3.1** Your membership will commence upon receipt of payment of your Corporate Membership Program fee as notified by us to you (**Fee**).
- 3.2** Fees are payable in full on an annual basis.
- 3.3** To the extent permitted by law, Fees are non-refundable.
- 3.4** We reserve the right to increase the membership fees of the Corporate Membership Program upon the provision of written notice to you.
- 3.5** Fee increases do not retrospectively apply to any member's current Membership Period and will only take effect from the next Membership Period. We will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). We will consider that you have received our letter or email on the second business day after it is sent.

4. Cancelling your membership

- 4.1** At any time, you can ask to cancel your membership by emailing us at info@stratiumglobal.com.au.
- 4.2** Your membership to the Corporate Membership Program will be cancelled within 28 days from our receipt of your cancellation request and you will be unsubscribed from all benefits and offerings of the Corporate Membership Program.
- 4.3** For the avoidance of doubt, any fees paid by you to us prior to the date of our receipt of your membership cancellation request are non-refundable.
- 4.4** We may cancel your membership if you:
- (a) commit a breach of these Terms;
 - (b) become the subject of an insolvency event (as defined in clause 2.1(b)); or
 - (c) in our absolute discretion:
 - (i) act in a manner that is offensive, discriminatory, unlawful, threatening, harassing, defamatory, false, inaccurate or misleading;
 - (ii) fail to act fairly and reasonably in dealings with us or any other member of the Corporate Membership Program;
 - (iii) use the Benefits in a way that may result in complaints, disputes or claims, whether or not resulting in any financial cost or other liability to us or you; or
 - (iv) compromise the security of the Corporate Membership Program or the Benefits; or

- (d) fail to pay your Fees within 28 days of them becoming due and payable.

5. Member acknowledgements

5.1 By making an application to become a member of the Corporate Membership Program, you agree and accept that:

- (a) we are not providing you with any legal, taxation, financial or other advice about the suitability or appropriateness by delivering membership Benefits;
- (b) you should seek specific advice from an appropriately qualified adviser before making any decision in relation to any of the Benefits;
- (c) the Corporate Membership Program and the Benefits derived from the Corporate Membership Program may not present all available options that may be available or suitable to you; and
- (d) by redeeming the Benefits of the Corporate Membership Program, you will receive general advice that may not be suitable to you.

6. Indemnity and release

6.1 For the purpose of this clause 6:

- (a) **Loss** means any direct or indirect liabilities, losses, damages, costs and expenses, fines or penalties including loss of profits, business or anticipated savings, or any other consequential loss, fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgement and interest and regardless of whether these arise in contract, tort (including negligence) or under any statute or otherwise; and
- (b) **Personnel** means, in respect of either party, that party's officers, employees, contractors, subcontractors, advisers, representatives and agents.

6.2 Without limiting any other right of Stratium Global, you indemnify and will keep indemnified Stratium Global and Stratium Global's Personnel from and against all Losses that Stratium Global and/or its Personnel may sustain or incur arising under, as a result of or directly or indirectly relating to or in connection with:

- (a) any breach by you of your obligations under these Terms; and
- (b) any fraudulent, negligent, wilful or unlawful act or omission of you or your Personnel.

6.3 Your liability to indemnify Stratium Global under clause 6.2 will be reduced proportionally to the extent the Loss is caused or contributed to by the negligence of Stratium Global or any of Stratium Global's Personnel acting in the course of their employment or engagement by Stratium Global.

6.4 Subject to clauses 6.5, 6.6, 6.7 and 6.8, you release Stratium Global and Stratium Global's Personnel from, and agree that Stratium Global and Stratium Global's Personnel have no liability to you for, any Loss that you and/or any of your Personnel may sustain or incur arising under, as a result of or directly or indirectly relating to or in connection with these Terms or the provision of the Benefits.

6.5 Nothing in clause 6.4 releases Stratium Global from liability (other than special, indirect or consequential Loss) for death or personal injury caused by the negligence of Stratium Global or

any of Stratium Global's Personnel acting in the course of their employment or engagement by Stratium Global.

- 6.6** You agree that you will not make any claim or commence any action or proceedings, of any nature, against Stratium Global in respect of any Loss sustained or incurred by you or any of your Personnel for which Stratium Global is not liable to you or your Personnel under clauses 6.4 and 6.5.
- 6.7** Under the Australian Consumer Law, you may be entitled to certain rights in respect of the Corporate Membership Program and its Benefits that cannot be excluded by law, including guarantees as to the acceptable quality and fitness of purpose of the Benefits. Nothing in these Terms will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the law and which by law cannot be excluded, restricted or modified, even if any other provision of these Terms would otherwise suggest that this might be the case.
- 6.8** In the event that you are deemed to be a "consumer" for the purposes of the Australian Consumer Law, Stratium Global limits its liability to, at the election of Stratium Global in its sole discretion, the supply of the Benefits of the Corporate Membership Program again or the payment or the cost of having those (or similar) Benefits under the Corporate Membership Program supplied again.

7. Intellectual Property

- 7.1** You acknowledge and agree that we own any and all patents, knowhow, copyright, moral rights, design, trademarks, trade, business or company names or other proprietary rights and any rights to registration of such rights, created at any time, in Australia or elsewhere arising from, or in connection with, the Corporate Membership Program (**Intellectual Property**).
- 7.2** You may not use or reuse in any form or by any means, any of our Intellectual Property without our express prior written consent and no action by us in the course of delivering the Corporate Membership Program should be interpreted or deemed as granting (by implication or otherwise) any licence or right to use any of our Intellectual Property.

8. Terms of Current Benefits

- 8.1** The Corporate Membership Program comprises the following benefits which are inclusive in the Fee:
- (a) Intelligence Briefings;
 - (b) Annual Conference;
 - (c) Advisory e-service;
 - (d) Annual Board & Senior-Executive Briefing; and
 - (e) Weekly Intelligence Brief and Strategic Intelligence Reports,
- (the **Current Benefits**).
- 8.2** You acknowledge that the information provided under the Current Benefits is intended to be of a general nature only and no information rendered under the Current Benefits is to be relied upon (including, for accuracy or completeness) or applied to specific circumstances without our prior written consent.

9. Intelligence Briefings

- 9.1** We may deliver “intelligence briefings” from time to time which are likely to include presentations and information sessions provided by guest speakers or presentations from our personnel on relevant industry trends, recent events or insights relevant to the business of Stratium Global (**Intelligence Briefings**).
- 9.2** Members are entitled to redeem a maximum of 5 tickets per Intelligence Briefing (each ticket admits one individual), and each attendee must be an employee of the member. Additional tickets may be available for purchase, subject to availability.
- 9.3** The Intelligence Briefings may include presentations by individuals or other entities not connected to us. Any Intelligence Briefings provided by these third parties are provided for your convenience only. We do not control and are not responsible for the third parties, nor do we endorse or make any representations about those presenters or their content. If you engage with any of the third parties who present at an Intelligence Briefing, you do so entirely at your own risk.
- 9.4** We make no representations as to the minimum or maximum amount of Intelligence Briefings to be presented by us in any Membership Period.
- 9.5** The location and duration of Intelligence Briefings will vary. All attendees voluntarily elect to attend each briefing and do so at their own expense.
- 9.6** Stratium Global reserves the right to offer tickets for Intelligence Briefings to the general public for purchase.

10. Annual Conference

- 10.1** Stratium Global will hold one annual conference in each calendar year which will focus on relevant industry trends, recent events or insights relevant to the business of Stratium Global (**Annual Conference**).
- 10.2** Members are entitled to redeem a specific amount of tickets for each Annual Conference, which is to be pro-rated based on their organisation’s size (each ticket admits one individual). Each attendee must be an employee of the member. Additional tickets may be available for purchase, subject to availability.
- 10.3** The location and duration of Annual Conferences will vary. All attendees voluntarily elect to attend each briefing and do so at their own expense.
- 10.4** Stratium Global reserves the right to offer tickets to the Annual Conference to the general public for purchase.

11. Advisory e-Service

- 11.1** Members are offered an advisory service by email, the purpose of which is to provide members with a first point of contact in relation to general queries which are within the professional capabilities of Stratium Global (**Advisory e-Service**).
- 11.2** The Advisory e-Service entitles each member organisation to a maximum of two hours per month of advisory support from our personnel, which is to be delivered via email in a timely manner. This monthly two-hour allowance does not accrue and is not redeemable at a later date if unused on a monthly basis.

11.3 We may, in our absolute discretion, decline to respond to any query submitted to the Advisory e-Service on the basis that it:

- (a) would require a commitment that exceeds the monthly allowance;
- (b) requires specific and detailed advice that is not appropriate for the general level of support covered by the Advisory e-Service; or
- (c) is not within our expertise or professional capabilities,

and will provide you with brief reasons for declining any request submitted to the Advisory e-Service.

12. Annual Board & Senior Executive Briefing

12.1 Members are entitled to redeem a one hour briefing to be delivered by our personnel in each calendar year, the purpose of which is to discuss any key concerns of the member in relation to areas which are within the professional capabilities of Stratium Global (**Annual Board and Senior Executive Briefing**).

12.2 Annual Board and Senior Executive Briefings may be attended by a maximum of 20 employees of the member, who must be directors or senior-executives of the corporate member organisation.

12.3 Stratium Global reserves all rights to request information regarding the attendees of any Annual Board and Senior Executive Briefing.

12.4 You may email us at info@stratiumglobal.com.au to redeem this Benefit and to provide any suggestions for contents, topics, location and timing of the Annual Board and Senior Executive Briefing.

12.5 It is your sole responsibility to contact us to arrange the Annual Board and Senior Executive Briefing, and any annual allowance for the Annual Board and Senior Executive Briefing will not accrue and is not redeemable at a later date if unused on an annual basis.

12.6 In our absolute discretion, we reserve all rights to:

- (a) decline to present on certain content or topics for any reason;
- (b) decline to present at certain locations or times for any reason; or
- (c) cancel a scheduled Annual Board and Senior Executive Briefing for any reason, but must use best endeavours to re-schedule the Annual Board and Senior Executive Briefing cancelled by it at a time suitable to the member affected.

13. Weekly Intelligence Brief and Strategic Intelligence Reports

13.1 The Corporate Membership Program includes an email distribution service of reports relating to intelligence (**Weekly Brief**).

13.2 The purpose of the email distribution service is to provide members with general information and high level commentary in relation to trends, recent events or insights relevant to the business of Stratium Global. All information is general in nature and cannot be relied upon.

13.3 The Weekly Brief may include information or articles from third party sources not connected to us. Any information we present that has been collated from third party sources is provided for your convenience only. We do not control and are not responsible for the third party content, nor

do we endorse or make any representations about those third parties or their content. If you engage with any of the third party content or sources, you do so entirely at your own risk.

- 13.4** Although we intend to distribute the Weekly Brief on a weekly basis, we make no representations as to the frequency of distribution of the Weekly Brief during the Membership Period.
- 13.5** You may request that we subscribe an unlimited number of your employees to receive the Weekly Brief, provided that these employees have an email address connected with your organisation's email server.
- 13.6** You are responsible for each employee which you elect to subscribe to the Weekly Brief and you agree to be responsible for each user or recipient of the Weekly Brief, and their compliance with these Terms.
- 13.7** You must not:
- (a) forward any email communication from Stratium Global to a third party;
 - (b) reverse engineer, reverse assemble, decompile, or attempt to discover or extract the source code, object code, underlying structure, or algorithms, found at or through the Weekly Brief or any software, documentation, or data related to the Weekly Brief; or
 - (c) remove trademark, logo, copyright or other proprietary notices or labels from any email communication from Stratium Global.
- 13.8** Stratium Global reserves the right to unsubscribe any user or recipient who, in its absolute discretion, who is misusing this Weekly Brief or breaching these Terms.