

FAST4 Tennis Agreement ('Agreement')

Tennis Australia Limited ("TA") has developed the FAST4 Tennis product (the "Product") to provide a fast, fun and friendly competitive team tennis experience. TA has worked with the Member State Associations (each an "MA") to facilitate the rollout of the Product at affiliated tennis clubs, centres and associations across Australia. This Agreement sets out the terms and conditions which apply to the delivery of the FAST4 Tennis Product ("Product") by an affiliated tennis club, centres or other organisation in Australia (each an 'Organisation').

By signing up to deliver the Product the Organisation agrees to comply with the terms and conditions set out below.

Obligations of the Organisation

The Organisation agrees to:

- (a) continue its affiliation with the MA;
- (b) conduct the Product at least two times (2 x 8 week season) annually;
- (c) comply, and ensure all individuals involved in the running of the Product, agree to and comply with all TA policies, copies of which can be obtained at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>;
- (d) nominate a coordinator to run the delivery of the Product (**Coordinator**) and procure the Coordinator to complete TA's Member Protection Declaration (**MPD**) and, if the Coordinator will have contact with children under 18, obtain a current Working with Children Check or State/Territory equivalent (**WWCC**) (see tennis.com.au/coaches/membership/policies for more detail);
- (e) ensure that all individuals involved in the running of the Product:
 - i. undertake Product training (either face-to-face or by reading the Product manual and watching video footage);
 - ii. comply with the terms of this Agreement;
 - iii. who have contact with children under 18 provide the Organisation with a current WWCC and signed MPD prior to commencement of the Product (not required for current TA qualified coach members). The Organisation must provide TA and MA with copies of WWCCs and MPDs upon request;
- (f) comply with any Product guidelines and policies issued by TA and the MA as provided to the Organisation;
- (g) provide TA with information relating to the Product if and when requested by TA; and
- (h) the display of the Organisation's details and Coordinator's personal details (name, phone and email address) on the "Find a League" section of the FAST4 Tennis website (fast4.com.au); and
- (i) meet any additional obligations stipulated to the Organisation by the MA or TA.

Benefits provided to the Organisation

In consideration of the Organisation complying with its obligations under this Agreement, TA and the MA will provide the Organisation with the following benefits:

- (a) materials, resources and equipment to enable the Organisation to conduct the Product;
- (b) competition management software to support the Product;
- (c) recognition of the Organisation as an official venue on the Product website;
- (d) a Product specific equipment and merchandise pack on initial signup;
- (e) free participation for the Organisation's Coordinator and Product volunteers at any FAST4 Tennis professional development training run by TA;
- (f) the ability to purchase discounted tennis equipment through the TA online store;
- (g) Product branding suite including logo and images; and

The opportunity for Product participants to win unique experiences at the Australian Open (AO), AO series events or other VIP tennis experience each year.

Logo and Branding

TA grants to the Organisation a licence to use the Product logo and images, in the form provided to the Organisation by TA in the branding suite (or any replacement logo/images notified by TA to the Organisation from time to time) on the Organisation's website, in the Organisation's newsletters, and subject to the written consent of TA, in other approved marketing and promotional material for the Product. The Organisation must only display, use or refer to the Product logo as approved by TA and in good faith so as to enhance and promote the goodwill and reputation of TA and the Product. It is imperative that TA protects its intellectual property and ensures consistent use of its

brand. When making reference to the Product, the Organisation must use the full Product name (as notified by TA to the Organisation from time to time) in all promotional documents.

Term and Termination

This Agreement commences on the date that the Organisation submits its FAST4 Tennis Registration Form to TA and continues until it is terminated in accordance with this Agreement.

TA may terminate this Agreement immediately if:

- (a) the Organisation breaches any of its obligations during the Term and the breach is not remediable or, if the breach is remediable, having received written notice of the breach has not remedied the breach within 14 days; or
- (b) the Organisation engages in conduct which has brought, brings or would have the tendency to bring TA / MA or the sport of tennis into disrepute or, which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of TA, MA or any TA or MA sponsors.

If the Organisation no longer wishes to participate in the Product it can terminate this Agreement by providing TA and MA with written notice.

If this Agreement is terminated for any reason or the Organisation discontinues from the Product, the Organisation must not make any further public representation(s) as to its continued involvement with the Product. TA or MA may request that the Organisation return specific promotional items (e.g. banners, posters and signs) and the Organisation must comply with any such requests immediately. If the Organisation fails to comply with such request, TA and/or MA reserve the right to collect and remove promotional items relating to the Product from the Organisation.

Assumption of Risk and Insurance

The Organisation agrees to carry and accept all risks in the running of the Product. The Organisation must maintain public liability insurance for an amount of \$20m per occurrence during the Term to the satisfaction of TA, and if requested, provide certificates of currency to TA. The Organisation is responsible for ensuring that any coaches or other volunteers involved with the Product are covered by the Organisation's insurance (or carry their own insurance).

Consent to use of Image

In consideration of the Organisation's participation in the Product, the Organisation consents, and agrees to procure the consent of all participants in the Product, to TA and MA taking, retaining and reproducing images or likeness' obtained during the participants' participation in the Product in photographs, electronic images, sound recordings and video footage and to use such images or likeness' for the purposes of any TA and MA promotional, advertising, research or marketing materials (including for the promotion of the Product).