

Sponsor Agreement

BY SIGNING THIS SPONSOR AGREEMENT ("AGREEMENT"), YOU (THE "SPONSOR" OR "YOU") ARE ACCEPTING ALL OF THE FINANCIAL SERVICES INFORMATION SHARING AND ANALYSIS CENTER'S ("FS-ISAC") TERMS AND CONDITIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO SIGN FOR AND BIND THE ENTITY LISTED IN THIS AGREEMENT. IF SPONSOR DOES NOT AGREE WITH OR ABIDE BY ANY PROVISION OF THIS AGREEMENT, FS-ISAC WILL VACATE THIS AGREEMENT AND SPONSOR MUST AND MAY NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.

**SCOPE.** FS-ISAC reserves the right to approve, at its sole discretion, sponsor applications that support FS-ISAC's mission including, but not limited to, participation as an exhibitor, sponsor or speaker. FS-ISAC does not convey approval, endorsement, certification, acceptance or referral of any product or service of the Sponsor.

Sponsor Firm Name	
Choose Sponsorship	
Add Payment Method	
PO# (number must be provided here)	
I REPRESENT AND WARRANT THAT ALL INFORMATION IN THIS AGREEMENT IS TRUE AND I HAVE THE RIGHT AND AUTHORITY TO SIGN FOR AND BIND THE ENTITY LISTED IN THIS AGREEMENT.	
Signature	
Name of Signatory	
Title of Signatory	
Email of Signatory	
Contact Phone (indicate office or mobile)	
Street Address	
City, State/Province	
Postal Code, Country	

**PAYMENT.** As payment for the services, Sponsor will pay to FS-ISAC the fees as described in the Agreement (collectively, the "Fees"). Payment will be made by credit/debit card, ACH debit transaction or international bank transfer. By providing credit/debit card or bank account information to FS-ISAC, Sponsor authorizes FS-ISAC to debit the credit/debit card or account indicated for total fee amount of sponsorship as follows: 50% non-refundable deposit of all fees due at acceptance of sponsorship and balance due on Mar 25, 2020. Sponsor has 7 days to comply with payment method agreed upon. If any Fees remain unpaid for more than fifteen (15) business days after the due date thereof, FS-ISAC may suspend provision of all or part of the Agreement until such unpaid amounts are paid in full. All Fees are stated in US dollars.

**TAXES.** All fees are exclusive of all present and future sales, use, excise, value added, goods and services, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Offerings which shall be invoiced to and paid by the Subscriber. If Subscriber is required by law to make any deduction or withholding on any payments due to FS-ISAC, Subscriber will notify FS-ISAC and will pay FS-ISAC any additional amounts necessary to ensure that the net amount FS-ISAC receives, after any deduction or withholding, equals the amount FS-ISAC would have received if no deduction or withholding had been required. Additionally, Subscriber will provide to FS-ISAC



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evidence, to the reasonable satisfaction of FS-ISAC, showing that the withheld or deducted amounts have been paid to the relevant governmental authority.

**CANCELLATIONS.** Cancellations must be received in writing at <u>accountsreceivable@fsisac.com</u>. Deposit fees are non-refundable and no monies are refunded after March 25, 2020.

**CONFIDENTIALITY.** Each party shall hold in strict confidence any confidential information of the other, except as may be authorized in writing by the other.

**PRIVACY COMPLIANCE.** FS-ISAC complies with all applicable data protection laws in sharing appropriate data with Sponsors. Sponsors who receive the personal data of attendees shall also comply with all applicable data protection laws. Questions regarding data protection or the rights of data subjects with respect to personal data provided to Sponsors may contact the FS-ISAC Chief Privacy Officer at <u>privacy@fsisac.com</u>.

**LIABILITY AND INDEMNITY**. Sponsor assumes sole responsibility and liability for all damages and injuries arising out of, resulting from, or in any manner connected with its sponsorship that may be suffered by (a) Sponsor employees and representatives, including but not limited to sub-contractors (b) event participants, guests or visitors (c) the hotel or venue and the owners, employees and representatives thereof and (d) any other persons lawfully on or about the event premises. Sponsor agrees to indemnify and hold harmless FS-ISAC, its members, directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees, or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by or asserted against FS-ISAC in any way relating to or arising out of this Agreement.

**INSURANCE:** The Sponsor agrees to obtain, maintain and pay for general insurance coverage in amounts to insure against liability assumed. Sponsor is required to provide all insurance and policy riders necessary to cover all Sponsor property, employees or agents of Sponsor.

**SECURITY.** Sponsors shall exercise reasonable care for the protection of their materials and display in the designated hotel or venue. FS-ISAC officers, directors, members and staff are not responsible for the safety of the property or the sponsor, agents or employees, or harm or damage to such persons resulting from theft, fire, accident or any other cause.

**CANCELLATION**. If FS-ISAC fails to hold a Summit as herein provided, or fails to furnish Sponsor space as stated herein, including circumstances of Force Majeure, it shall refund to Sponsor any charges paid hereunder. Such refund shall be accepted by Sponsor in full settlement of any loss or damage suffered or claimed by Sponsor. FS-ISAC is a not-for-profit organization, tax exempt under Section 501(c)(6) of the United States Internal Revenue Code.

**CODE OF CONDUCT**. FS-ISAC provides a harassment-free event experience regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or technology choices. Event participants violating this policy may be expelled from the event without a refund and future events at the discretion of FS-ISAC. Any violation of this policy should be brought to the attention of an FS-ISAC staff member immediately.

**INFRINGEMENT.** Sponsor may not use or reference as a comparison a competitor's product in a demonstration or discussion. No sponsor shall display any product that FS-ISAC, at its sole discretion, deems to infringe on another sponsor's U.S. intellectual property rights, including patent, trademark, trade dress or copyright.

**INSTALLATION AND REMOVAL.** No installation or removal work will be permitted after the opening or before the closing respectively of the event without consent of FS-ISAC. Sponsor displays and materials shall be operational throughout the entirety of the event as officially published. Sponsors shall not deface or harm the property where exhibits or displays are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the hotel or venue.



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**STORAGE, HANDLING AND ONSITE FEES.** Storage and handling arrangements for Sponsor displays and materials will be provided prior to the event and made through designated venue or agents facilitating event logistics. Onsite charges may include but are not limited to shipping and handling, electrical and other rental fees.

**USE AND CARE OF SPACE.** No part of a Sponsor display shall obstruct the view of adjacent Sponsor displays. Sponsor shall not conduct activities deemed as unduly noisy or otherwise objectionable. Audiovisual and other sound effects will be permitted only where and when they do not interfere with activities of other Sponsors. The Sponsor shall maintain his exhibit in good order at his own expense.

**SUBLETTING SPACE.** Sponsors may not sublet or assign any part of their display space nor advertise or display goods or services other than their own, except with the express written approval of the FS-ISAC.

**OTHER FUNCTIONS.** As defined by FS-ISAC no Sponsor may host an event or meeting within 5 miles of the event venue without a corresponding sponsorship or written approval of FS-ISAC. Sponsors may partner with FS-ISAC on event defined events. Unapproved Sponsor events violating this policy will be invoiced for at the appropriate sponsorship level posted in the event materials.

**VIOLATIONS.** Sponsor shall be bound by the rules and regulations set forth herein and provided in pre-event Sponsor materials. FS-ISAC shall have the power to adopt and enforce all rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the Agreement shall be subject to the final judgment and decision of FS-ISAC. Any violation by the Sponsor of the Agreement or pre-event materials shall subject Sponsor to sanctions, including but not limited to the cancellation of the Agreement to participate as Sponsor at event and to forfeiture of any monies paid for sponsorship. Upon due notice of such action, FS-ISAC shall have the right to take possession of the Sponsor display and materials, remove all persons and properties of the sponsor and hold the sponsor accountable for all risks and expenses incurred in such removal.

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