

BY RECEIPT OF SALES ORDER/INVOICE FOR SPONSORSHIP, SPONSOR ACCEPTS THE FINANCIAL SERVICES INFORMATION SHARING AND ANALYSIS CENTER'S ("FS-ISAC") TERMS AND CONDITIONS BELOW. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO APPROVE FOR AND BIND THE ENTITY LISTED ON THE SALES ORDER/INVOICE. IF SPONSOR DOES NOT AGREE WITH OR ABIDE BY ANY PROVISION OF THESE TERMS AND CONDITIONS, FS-ISAC WILL VACATE THE SALES ORDER/INVOICE 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.

All 2020 Summits are virtual online events in which content from FS-ISAC, members and sponsors are presented on a professional virtual event website in a manner designed to recreate certain aspects of an in-person event and solution hall environment.

**PAYMENT.** As payment for the services, Sponsor will pay to FS-ISAC the fees as described in the Sales Order/Invoice (collectively, the "Fees"). Payment will be made by credit/debit card, ACH debit transaction, international bank transfer or Purchase Order. Purchase Order or PO# information must be provided at time of acceptance of the Sales Order/Invoice. FS-ISAC does not sign Purchase Orders and Purchase Order payment terms may not supersede payment terms outlined herein. By providing credit card or bank account information to FS-ISAC, Sponsor authorizes FS-ISAC to debit the credit card or initiate or receive funds by bank account indicated for total fee amount of sponsorship due at acceptance of Sales Order/Invoice. Sponsor has 30 days to comply with payment method agreed upon. If Fees remain unpaid on terms outlined here, FS-ISAC will suspend provision of all or part of the Agreement and release the sponsorship. All Fees are stated as USD.

**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 Sponsor. If Sponsor is required by law to make any deduction or withholding on any payments due to FS-ISAC, Sponsor 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, Sponsor will provide to FS-ISAC evidence, to the reasonable satisfaction of FS-ISAC, showing that the withheld or deducted amounts have been paid to the relevant governmental authority.

**CANCELLATION.** If Sponsors cancels at any time more than thirty (30) days in advance of the Summit live start date, FS-ISAC shall retain 25% of the Sponsor Fee. Should Sponsor cancel thirty (30) days or less in advance of the Event's live start date, FS-ISAC shall retain 75% of the Sponsor Fee. If Virtual Summit is cancelled due to Force Majeure, or if FS-ISAC cancels the Virtual Summit for any other reason, FS-ISAC will refund 100% of fees paid for this sponsorship to Sponsor. Sponsor acknowledges that the amounts set forth here represent an agreed measure of compensation for the costs incurred by FS-ISAC on behalf of the Sponsor and are not to be construed as a forfeiture or penalty.

**FORCE MAJEURE.** Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, fires, flood, storms, acts of God, war, government action, pandemic or pandemic related, terrorism, power outages or any other cause beyond the reasonable control of such party. (see CANCELLATION).

**CONFIDENTIALITY.** "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information. The Receiving Party shall, at all times keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under the terms of this Agreement. Each party agrees to secure and protect the other

party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

The term "Confidential Information" shall not apply to, information which: (i) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

**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 [privacy@fsisac.com](mailto:privacy@fsisac.com).

**INDEMNITY.** 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 the indemnified party directly arising out of the obligations outlined in this Agreement, except to the extent such loss arises out of the gross negligence or willful misconduct of the indemnified party.

**LIMITATION OF LIABILITY.** Except with respect to a breach of the confidentiality or privacy compliance provisions set forth herein, in no event shall either party be liable for indirect, incidental, consequential, special, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, and even if such party has been advised of the possibility of such damages. Except for gross negligence and willful misconduct, [a breach of the confidentiality or privacy compliance sections], or FS-ISAC's use of Sponsor's mark in breach of section "License to Use Sponsor Trademarks", in no event shall either party, or its affiliate's liability to the other under this Agreement exceed the amounts paid by Sponsor to FS-ISAC hereunder.

**LICENSE TO USE SPONSOR TRADEMARKS.** In conjunction with Americas, Europe and Asia-Pacific Virtual Summits and for one year following each event, Sponsor hereby grants to FS-ISAC a non-exclusive, revocable, non-assignable worldwide, royalty-free license solely in connection with the development, production, marketing, promotion and hosting of the Summit and the archiving thereof as contemplated by this Agreement: (i) to use, reproduce, digitize, publish, display and distribute materials incorporating Sponsor designated trademarks or service marks (the Sponsor Marks"); and (ii) to use, reproduce, digitize, prepare derivative works of, publish, display, transmit and otherwise broadcast Sponsor Marks and any and all content and other materials displayed or otherwise provided in Sponsor virtual booth or otherwise furnished by or for Sponsor to FS-ISAC for the Summit, subject to guidelines or restrictions of which Sponsor may advise FS-ISAC. The permission granted hereunder transfers no right, title, or interest in or to the Sponsor Marks except the limited license hereunder. FS-ISAC will comply with the instructions of the Sponsor with respect to the manner of use of the Sponsor Marks and agrees that it will do nothing in connection with the Summit that will bring the Sponsor Marks into disrepute.

**RESERVATION OF RIGHTS.** FS-ISAC reserves the right to change and/or substitute speakers or moderators, at FS-ISAC's sole

discretion as to what is best for the Summit. FS-ISAC reserves the right to review the content or material to be presented by Sponsor, and to reject or remove any content or other material presented by Sponsor if FS-ISAC reasonably views such content as potentially obscene, derogatory, unlawful, violative of any third party's rights, or otherwise objectionable.

**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.

**EVENT RESPONSIBILITIES.** Except as otherwise described, FS-ISAC will handle all Summit details, including creating or otherwise arranging for the presentation of content for Summit sessions, recruiting attendees, providing standard virtual booths to Sponsors and managing the Summit. Included in all sponsorships:

- Four complimentary registrations.
- Pre-Summit opt-in registrant list – company, title, city, state, country, and postal code.
- Post Summit opt-in Registrant List - company, name, title, email, city, state, country, and postal code.
- Company logo included in Summit virtual lobby rotation and on fsisac.com.
- Company included in pre-Summit and post-Summit promotions.

Sponsor will be responsible for the virtual presentation or booth that will reside in the virtual Summit, providing the content to be presented in the session or booth, and staffing a virtual booth (as applicable) on the day of the live Summit. Sponsor will be responsible for creating and/or licensing and securing all rights to fully use as contemplated by this Agreement all the content to be presented in Sponsor presentation or booth.

**REGISTRANT LIST.** Sponsor represents and warrants to FS-ISAC that it will not sell or otherwise provide the Registrant List, in whole or in part, to any third party, but instead shall use the Registrant List solely for Sponsor's own educational and self-promotional purposes; provided that such permitted use shall include Sponsor's use of third party marketing companies or other agents to accomplish such purposes if those companies agree to use the Registrant List solely for the benefit of Sponsor. Sponsor may use the information contained on the Registrant List in any manner permitted by privacy law; provided, that, unless otherwise required by law, Sponsor may not identify FS-ISAC as the source of such information when sharing or disclosing such information to third parties (if such sharing or disclosing is permitted under its privacy policy).

Sponsor shall (A) use the Registrant List in accordance with any and all applicable laws and regulations, federal, state, or foreign, governing the use of such information, including any and all applicable privacy laws (including the U.S. CAN-SPAM law), as well as Client's posted privacy policy; (B) shall electronically store and process the Registrant List on secure, password-protected computer systems in a controlled environment reasonably designed to protect the information contained on such systems from unauthorized access, use or disclosure; and (C) promptly notify FS-ISAC upon Sponsor's discovery of any breach of the security of computer systems on which the Registrant List was stored or processed if the Registrant List was, or is reasonably believed to have been, acquired by any unauthorized person. In no event will Sponsor receive any part of the Registration List until it has fully paid all amount set forth in the Agreement.

**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

**GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts or choice of law rules.

**ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject

matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the related exhibits and schedules, the statements in the body of this Agreement shall control.

**SURVIVAL.** The following provisions shall survive any termination of this Agreement: (i) Confidentiality, (ii) Privacy Compliance, (iii) Indemnity, and (iv) Limitation of Liability.

**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. All matters and questions not covered by the Agreement shall be subject to a reasonable 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 remove properties of the sponsor.

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