

2015 ICI Cybersecurity Forum

SPONSORSHIP OPPORTUNITY

NOVEMBER 5, 2015 RONALD REAGAN BUILDING AND INTERNATIONAL TRADE CENTER WASHINGTON, DC

Sponsorship Contract

TERMS AND CONDITIONS

Based on mutual consideration, this sponsorship contract will serve as a binding agreement between the Investment Company Institute (ICI) and the sponsor with respect to agreed-upon sponsorship opportunities at the 2015 ICI Cybersecurity Forum to be held November 5, 2015, in Washington, DC. (the conference). An authorized agent of the sponsoring firm acknowledges and accepts the following terms and conditions of this contract by signing below.

ACCEPTANCE

ICI has the absolute right to limit the number of total sponsors and/or to select sponsors at its sole discretion. Acceptance of a sponsorship request by ICI is based upon full completion of website registration process. Sponsors have no right or authority to make any determinations with respect to the conduct, participants, presenters, display, performance, content, setup, or any aspect of the conference.

PAYMENT

The following payment conditions apply if you are sponsoring the 2015 ICI Cybersecurity Forum

- » A fee of \$6,000 must be submitted with online registration.

If you are required to pay by check, please send all check payments accompanied by signed contract, via express carrier to:

Investment Company Institute
7175 Columbia Gateway Drive
Columbia, MD 21046
Attn: Lockbox 759456

CANCELLATIONS

Any cancellations must be sent via email to Shani Armon at sarmon@ici.org. If the participating firm wishes to cancel 60 days before the event, the firm will receive a full refund minus a \$500 administration fee. There will be no refunds within 60 days of the listed event date.

SPONSOR ATTENDEE PASSES AND REGISTRATION

Sponsors will receive complimentary conference passes as defined in the Sponsorship Events and Benefits document. ICI will give each sponsoring company a discount code to be entered into the online registration module, which will enable attendees to register without payment. Complimentary passes should be used 30 days before the event in order to ensure that all attendees appear on the delegate listing and receive all conference materials. Additional attendees must register themselves; registrations may be purchased through the ICI website.

SIGNAGE AND MATERIALS

ICI will be responsible for the design and placement of all signage at the conference. The sponsor will not place any signage or other materials inside or outside the sponsored event, including all conference space or public grounds adjacent to where the conference is held, without the prior written consent of ICI.

DISTRIBUTION OF PRINTED MATERIALS

Sponsors shall not distribute any material, samples, souvenirs, etc., outside of the parameters of the Sponsorship Events and Benefits document at the sponsored event without the prior written consent of ICI. All requests for material distribution at sponsored events must be submitted in writing, and a sample of the material must be sent to ICI for approval before **October 5, 2015**. Permission to distribute printed materials, samples, souvenirs, etc. at the sponsored event does not constitute the endorsement or sponsorship of any sponsor, any other firm or company, or any publication, or its content by ICI. Such permission also does not authorize sponsor to imply or state in any written or oral communication that such printed matter is so endorsed or sponsored. Under no circumstances may such printed matter use ICI's name, trademark, or logo for any purpose without prior written permission by ICI.

TABLETOP EXHIBITS

All sponsors who choose to exhibit in a tabletop space must agree to all of the following:

This is a tabletop-only exhibit. Pop-up displays are prohibited. Exhibit package includes a standard flat-top, six-foot, draped display table, two chairs, a wastebasket, and an identification sign. All exhibit materials must fit into the allotted individual exhibit space. No sponsor may sublet, assign, or apportion any part of the space allotted. The purposes of the exhibit are to inform and educate conference attendees regarding characteristics and uses of products and services. No surveys, research, or other forms of data gathering, whether conducted with the intent to announce or publish the results of such survey or data gathering, either during or after the conference, may take place in the exhibit area or at the conference without prior written approval from ICI. Microphones, loudspeakers, or other amplifying devices may not be used without the consent of ICI. The exhibit area will not be guarded at any time during the conference. Valuables (especially laptop computers) should not be left unattended. Exhibitor representative(s) shall be restricted to employees of the exhibiting companies who are actually working at the exhibitor's table. Exhibit representatives shall wear badge identification furnished by ICI. All tabletop displays must be completely set and in place by 7:00 a.m. on November 5, 2015. Exhibitor shall take due care of the display area and shall be responsible for any and all damage caused by exhibitor to the facility where the conference is held. Off-site storage for display cases and/or boxes is not available. Exhibitor is responsible for storing exhibit materials. Exhibitor agrees to indemnify and hold harmless ICI and the conference facility against any and all claims asserted against, resulting from, imposed upon, incurred, or suffered by ICI and their respective representatives, as a result of exhibitor's participation in the conference. Exhibitor understands that neither ICI nor the hotel maintains insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

INDEMNIFICATION

Sponsor hereby agrees to indemnify, defend, reimburse, and hold harmless ICI and its respective officers, directors, employees, volunteers, and representatives against any and all claims, loss, damage, or expense (including attorneys' fees) that may arise in connection with or be asserted against, resulting from, imposed upon, incurred, or suffered as a result of sponsor's participation in the conference.

TERMS AND CONDITIONS

ICI shall have discretion in the interpretation and enforcement of the terms and conditions in this contract and all aspects of the conference, and the power to make, from time to time, such reasonable amendments thereto and to establish such further terms and conditions as it shall consider necessary for the proper conduct of the conference, including the sponsor opportunity, provided such new terms and conditions do not materially alter or diminish the contractual rights of sponsor. All matters, issues, or questions not covered by the Terms and Conditions are subject to the sole discretion of ICI.

I have read the above contract and agree to abide by the Terms and Conditions governing participation in the conference.

Sponsor (Company Name):

By (Signature):

Print Name and Title:

Date:

A copy of this signed agreement must be submitted within 48 hours of sponsor registration.

Accepted by ICI

By (Signature):

Print Name and Title:

Date:

Return contract to:

Shani Armon

Investment Company Institute

Email: sarmon@ici.org