

2018 Tax and Accounting Conference

September 30–October 3 | Manchester Grand Hyatt | San Diego, CA

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 2018 Tax and Accounting Conference (the conference, or TAC) to be held **September 30–October 3, 2018**, at the Manchester Grand Hyatt in San Diego, California.

An authorized agent of the sponsoring firm acknowledges and accepts the following terms and conditions of this contract by completing the sponsorship registration form on the TAC website and indicating the specific sponsorship slot requested. ICI will provide sponsor recognition and benefits described in the 2018 ICI TAC Sponsorship Opportunities and Benefits page for the applicable slot.

ACCEPTANCE

All sponsorship slots are available on a first-come, first-served basis. ICI has the absolute right to limit the number of total sponsors and to select sponsors at its sole discretion. Acceptance of a sponsorship request by ICI is based upon slot availability at the time of receipt of the completed website registration. 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 or sponsored event.

PAYMENT

The following payment conditions apply:

- » A nonrefundable deposit of \$1,000 must be submitted with online registration.
- » The final balance of the sponsorship fee must be received two weeks after initial deposit is submitted.
- » ICI will issue the sponsoring firm an invoice, and the remaining balance can be paid via check or online with a credit card. If the final balance is not received by the date outlined on the invoice, the requested sponsorship slot will be released for resale and no previously paid monies will be refunded.

Please send all check payments with a copy of the invoice by **mail** to:

Investment Company Institute
PO Box 759456
Baltimore, MD 21275-9456

Please send all check payments with a copy of the invoice by **overnight services** to:

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

CANCELLATIONS

Cancellations must be received in writing by **August 1, 2018**, to Pete Bockelman at pete.bockelman@ici.org. If the participating firm wishes to cancel before **August 1**, the firm will receive a refund of 50 percent of all submitted money minus the \$1,000 nonrefundable deposit. After **August 1**, no refunds will be issued.

COSPONSORING

Sharing sponsorship slots is permitted upon approval by ICI. Please contact Pete Bockelman at pete.bockelman@ici.org, if you feel a shared sponsorship is appropriate.

RIGHT OF FIRST REFUSAL

ICI intends to host future events and provide additional opportunities for sponsorship. The parties acknowledge and agree that ICI is under no obligation to host any future events. In recognition of the sponsor's support of the event, ICI agrees that with respect to the event sponsored by ICI in the following year, ICI grants sponsor the right of first refusal over all other potential sponsors for the same sponsorship of the same event, in the subsequent year. Sponsors are eligible for this right of first refusal to renew sponsorship for ICI's annual conference if the sponsorship amounts to \$1,000 or more; however, the benefits and consideration of the sponsorship may be renegotiated as necessary. Sponsor shall have 30 days following the conclusion of the event to elect to renew its sponsorship for the following year. If sponsor fails to notify ICI of its intention to renew its sponsorship within the 30-day period, ICI reserves the right to open the sponsorship opportunity to the public without providing prior notice to sponsor.

ATTENDEE SOLICITATION

Sponsors will receive login information to the attendee list beginning in early August. The list contains real-time attendee and is available for download and sortable. **If the sponsoring company has not submitted payment by this time, no lists will be issued.** Please note that only attendees who wish to share their contact information will be on the lists provided. Use of these lists is for preconference solicitation only. No separate solicitation of attendees of past ICI meetings is permitted.

Sponsors may only contact attendees from past meetings by receiving prior written permission from ICI. If there are any blind or mass marketing solicitations sent out separately from use of the authorized current attendee list, such action will be cause for immediate cancellation of sponsorship participation and possible denial of sponsorship participation at future events.

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. All requests for signage displays, placement, and setup and teardown times must be submitted to ICI for approval before **August 25, 2018**. If additional signage displays are approved outside of the signage provided by ICI, the sponsor is financially responsible for the design and production of the signage. The sponsoring company is also responsible for the costs of setup and teardown of signage at the conference.

DISTRIBUTION OF PRINTED MATERIALS

Sponsors shall not distribute any printed materials, samples, souvenirs, etc., at the sponsored event without ICI's prior written consent. 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 **August 25, 2018**. Sponsors must obtain ICI's prior written approval for any distribution of material at the conference and sponsored event. Permission to distribute printed materials, samples, souvenirs, etc., at the sponsored event does not constitute ICI's endorsement or sponsorship of any sponsor, any other firm or company, or any publication, or its content. Such permission also does not authorize the 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 ICI's prior written permission.

INDEMNIFICATION

The 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 the 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 sponsorship opportunity, provided such new terms and conditions do not materially alter or diminish the contractual rights of sponsorship. 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 sponsorship registration.

Accepted by ICI

By (signature):

Print name and title:

Date:

Return sponsorship contract to:

Pete Bockelman

Email: pete.bockelman@ici.org