

23 LS

LEADERSHIP SUMMIT

MAY 24-25 | 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 2023 Leadership Summit (*the conference*) to be held May 24 through 25, 2023, at the JW Marriott Washington, DC, in Washington, DC. An authorized agent of the sponsoring firm acknowledges and accepts the following terms and conditions of this contract by completing the sponsorship registration on the conference website and indicating the specific sponsorship slot requested. The sponsor will be provided with recognition and benefits described in the 2023 ICI Leadership Summit Sponsorship Opportunities and Benefits document 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 process. Sponsors have no right or authority to make any determinations with respect to the conduct, participants, presenters, display, performance, content, setup, design, quantity, or any aspect of the conference or sponsored event or item.

PAYMENT

The following payment conditions apply:

- » The sponsorship fee must be received by April 3, 2023.

ICI will issue the sponsoring firm an invoice and the sponsorship fee can be paid via check, wire transfer, or online with a credit card. If the final balance is not received by April 3, 2023, the requested sponsorship slot will be released for resale and no previously paid monies will be refunded.

By mail:

Investment Company Institute
P.O. Box 23543
New York, NY 10087-3543

ACH/Wire Transfer:

Bank: JP Morgan Chase
New York, NY 100178

Account number: 850589059
Routing number: 021000021
Swift Code: CHASUS33 (International)

CANCELLATIONS

Any cancellations must be sent via email to Pete Bockelman at pete.bockelman@ici.org. There will be no refunds issued for cancellations received on or after April 4, 2023.

COSPONSORING

Sharing sponsorship slots is permitted upon approval by ICI. Please contact Pete Bockelman via email at pete.bockelman@ici.org if you feel a shared sponsorship opportunity 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 a copy of the current attendee lists in April 2023. If the sponsoring company has not submitted final 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 contact attendees from past meetings only 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.

SPONSORSHIP ATTENDEE PASSES AND REGISTRATION

The number of complimentary conference passes allotted to each sponsorship slot is defined in the Sponsorship Opportunities and Benefits document. Additional attendee passes may be purchased. If sponsorship qualifies for complimentary attendee registrations, the firm will receive a code to use when registering. Please note that attendee registration is separate from sponsorship registration. All sponsorship representatives must be registered online through the conference website. Registration will open in March 2023.

SPONSORSHIP TOTE BAG INSERTS

Accepted sponsorships receive a complimentary tote bag insert as defined in the Sponsorship Opportunities and Benefits document. Sponsors are allowed one tote insert per company, and the insert must be approved by ICI.

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 sent to ICI for approval before April 3, 2023. 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 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 April 4, 2023. Sponsors must obtain the prior written approval of ICI 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 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.

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 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

pete.bockelman@ici.org