

This Agreement confirms that by completing the Sponsorship Registration indicating the Sponsorship Type and Level, that an authorized agent of your company agrees to the terms and conditions outlined here. FS-ISAC reserves the right to remove or restrict any sponsor that disregards these terms.

ACCEPTANCE. Acceptance of a sponsorship by FS-ISAC is based upon review of content, sponsorship level and availability at the time of receipt of the completed registration. In the case of Speaking Sponsorships, acceptance is based on the approval of the Content Committee. Booth assignments are available on a first come, first serve basis in the Solutions Hall.

SCOPE. Sponsor participation does not convey FS-ISAC's approval, endorsement, certification, acceptance or referral of any product or service of the Sponsor. FS-ISAC reserves the right to approve, in its sole discretion, applications as well as applications for participation in FS-ISAC events and functions that help to carry out FS-ISAC's mission including, but not limited to, participation as an exhibitor, sponsor, or speaker.

PAYMENT. All fees must be paid in accordance with the below terms:

- Platinum, Gold, Innovation Showcase or Silver: 20% **non-refundable** deposit due 22 February 2019.
- Bronze or Additional: 20% **non-refundable** deposit due 5 March 2019.
- Full payment for all sponsorships due 25 March 2019.
- Any sponsorship application after 25 March 2019, must be paid within one (1) week of invoice.
- Any sponsorship application regardless of date must be paid in full by 8 April 2019

- If payment is not received by the applicable due date, fees will be subject to a 3% late fee.
- FS-ISAC reserves the right to release sponsorships if payment is not made by due dates listed here.
- Non-payment of monies owed by due date invalidates sponsor benefits including but not limited to pick up registration materials to attend; set-up booth; be included in on-site materials; receive opt—in attendee lists.
- If you require a PO # on your invoice, please include it on the completed registration.
- To pay by credit card, complete this form <https://www.fsisac-summit.com/credit-card-authorization-form>.

Please send checks to FS-ISAC, Inc., P.O. Box 781153 Detroit, MI 48278-1153

CANCELLATIONS. Cancellations must be received at email to summitfinance@fsisac.com

- Prior to 25 March 2019 - 50% refund of the amount paid minus the 20% non-refundable deposit.
- After 25 March 2019 – No refunds.

SPONSOR REPRESENTATIVE REGISTRATION. Summit passes are allotted based on the sponsorship. A registration link will be available.

CONFIDENTIAL INFORMATION. FS-ISAC and Sponsor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other, except as may be authorized in writing by the other.

LIABILITY AND INDEMNITY. Sponsor agrees to assume sole responsibility and liability for all damages and injuries arising out of, resulting from, or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Sponsor employees and representatives (b) other Sponsor's employees or representatives, (c) Summit participants, guests or visitors (d) the hotel and the owners, employees and representatives thereof and (e) any other persons lawfully on or about the Summit 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 and/or Sponsor's use of exhibit booths at the event. The Sponsor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against liability assumed.

INSTALLATION AND REMOVAL. No installation work will be permitted after the opening of the Solutions Hall without consent of FS-ISAC. All exhibits shall be operational throughout the entirety of the Summit. Thereafter, packing and removal shall be done as quickly as possible. Sponsors shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the hotel without the permission of FS-ISAC and the hotel.

STORAGE, HANDLING AND ONSITE FEES. Storage and handling arrangements should be made through designated facilities at the appropriate hotel(s). Additional onsite charges may include but are not limited to shipping and handling fees, electrical fees and other rental fees.

USE AND CARE OF EXHIBIT SPACE. No part of an exhibit shall obstruct the view of adjacent booths. Exhibits shall not be unduly noisy, glaring or otherwise objectionable. Audio-visual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent booths. 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 booth space, nor advertise or display goods or services other than their own, except with the express written approval of the FS-ISAC. Please contact marketing@fsisac.com if you have a circumstance where you feel a shared sponsorship is appropriate. _____

SOCIAL FUNCTIONS. During the period of April 27 – May, 3, 2019, no sponsor may host an event or meeting within 5 miles of the Swan and Dolphin Resort (exception Tue April 30 after 7:00 pm) without a corresponding sponsorship or written approval of FS-ISAC. Sponsors are welcome to partner with FS-ISAC on specific defined events and/or request events outside of the official Summit functions immediately prior to or after the Summit. Please contact marketing@fsisac.com to for partner opportunities or approval. Any unapproved sponsor event held before, during, or after any part of the Summit the sponsor will be invoiced for the appropriate sponsorship level posted in the prospectus.

SECURITY. Sponsors shall exercise reasonable care for the protection of their materials and display in the designated hotel areas and Solutions Hall. FS-ISAC officers, directors, members and staff are not responsible for the safety of the property or the sponsor, his agents or employees, or harm or damage to such persons resulting

from theft, fire, accident or any other cause. Sponsor is required to provide all insurance and/or policy riders necessary to cover all exhibits.

CANCELLATION OR RELOCATION OF SUMMIT. 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 for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion (or lack thereof), or technology choices. This policy is in effect for all FS-ISAC events, including but not limited to Summits, Workshops, Member Meetings, and Trainings. We will not tolerate harassment in any form. Event participants violating this policy may be expelled without a refund from the event, and future events, at the discretion of the FS-ISAC. Any violation of this policy should be brought to the attention of an FS-ISAC staff member immediately.

A sponsor may not use or reference a competitor's product in a demonstration or any type of comparisons. No sponsor shall display any product that FS-ISAC, in its sole discretion, deems to infringe on another sponsor's U.S. intellectual property rights (including patent, trademark, trade dress or copyright).

VIOLATIONS. The sponsor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by FS-ISAC, the hotel, or any FS-ISAC contractors or agents. 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 regulations shall be subject to the final judgment and decision of FS-ISAC. Any violation by the sponsor of any of the terms and conditions herein shall subject sponsor to sanctions, including but not limited to the cancellation of the agreement to occupy booth space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, FS-ISAC shall have the right to take possession of the exhibitor's booth, remove all persons and properties of the sponsor and hold the sponsor accountable for all risks and expenses incurred in such removal. In no event shall there be any obligation on the part of FS-ISAC to return any funds paid by the exhibitor.

SIGNED DOCUMENT. The sponsor agrees to the contract terms upon submission of a sponsorship application. If you require a countersigned agreement for your records, please sign below and keep for your records. This document does not need to be returned to FS-ISAC.

Accepted:

FS-ISAC Signature: Robin Fantin, Senior Vice President, Marketing

FS-ISAC Name: **Robin Fantin**

Sponsor Signature: _____

Sponsor Name: _____