

23 FDC

FUND DIRECTORS CONFERENCE

OCTOBER 11-13 | CHICAGO, IL

SPONSORSHIP CONTRACT

TERMS AND CONDITIONS

Based on mutual consideration, this sponsorship contract will serve as a binding agreement between the Investment Company Institute (ICI), on behalf of the Independent Directors Council (IDC) and the sponsor with respect to agreed-upon sponsorship opportunities at the 2023 Fund Directors Conference (the conference) to be held October 11 through October 13, 2023, at the Fairmont Hotel in Chicago, Illinois.

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 IDC website and indicating the specific sponsorship opportunity requested. ICI/IDC will provide sponsor recognition and benefits described in the 2023 Fund Directors Conference Sponsorship Opportunities and Benefits page for the applicable slot.

ACCEPTANCE

All sponsorship opportunities are available on a first-come, first-served basis and upon IDC approval. IDC 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 IDC 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:

- » The sponsorship fee must be received by September 1, 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 September 1, 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

CANCELLATIONS

Cancellations must be received in writing by September 1, 2023, to Pete Bockelman at pete.bockelman@ici.org. If the participating firm wishes to cancel before September 1, the firm will receive a refund of 50 percent of all submitted money minus the \$1,000 nonrefundable deposit. After September 1, no refunds will be issued.

COSPONSORING

Sharing sponsorships may be permitted upon approval by IDC. Please contact Pete Bockelman at pete.bockelman@ici.org if you feel a shared sponsorship is appropriate.

RIGHT OF FIRST REFUSAL

IDC may host future events and provide additional opportunities for sponsorship. In recognition of a sponsor's support of the event this year, IDC grants the sponsor the right of first refusal over all other potential sponsors for the same sponsorship opportunity next year. Sponsors are eligible for this right of first refusal to renew a sponsorship for IDC's annual directors conference if the sponsorship amounts to \$1,000 or more; however, the benefits and consideration of the sponsorship may be renegotiated as necessary. The sponsor shall have 30 days following the conclusion of the event to elect to renew its sponsorship for the following year. If the sponsor fails to notify ICI/IDC of its intention to renew its sponsorship within the 30-day period, ICI/IDC reserves the right to open the sponsorship opportunity to the public without providing prior notice to sponsor.

ATTENDEE SOLICITATION

Sponsors will receive login information and access to the conference attendee list beginning in mid-August. The list contains a real-time listing of attendees, is available for download, and is sortable. If the sponsor has not submitted payment by this time, no lists will be made available. 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.

SIGNAGE AND MATERIALS

ICI/IDC 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/IDC. All requests for signage display, placement, and setup and teardown times must be submitted to IDC for approval before September 4, 2023. If additional signage displays are approved outside of the signage provided by IDC, the sponsor is financially responsible for the design and production of the signage. The sponsor 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/IDC'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/IDC for approval, before September 4, 2023. Sponsors must obtain ICI/IDC'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/IDC'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 or IDC's name, trademark, or logo for any purpose without prior written permission from ICI/IDC.

INDEMNIFICATION

The sponsor hereby agrees to indemnify, defend, reimburse, and hold harmless ICI, IDC and their 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 and IDC 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/IDC.

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