



2022 National Society of Compliance Professional Sponsor Contract

October 17-19, 2022, Gaylord National

Sponsor Terms and Conditions

1. **CONTRACT.** Sponsor (“you”) agrees to abide by the terms and conditions of this contract. This contract is legally binding between you and the NATIONAL SOCIETY OF COMPLIANCE PROFESSIONALS, INC. (“NSCP”). This Contract constitutes the entire contract between you and NSCP and no other agreements, oral or otherwise, regarding subject matter hereof, will be deemed to exist or be binding upon either party. Any changes or modifications to this contract must be made in writing and agreed to by the authorized signatories of both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect.

2. **QUALIFICATIONS TO SPONSOR**

NSCP will accept a proposed sponsorship which, in its sole opinion:

- is suitable to or in keeping with the character of the conference, or
- is deemed to be of interest to NSCP conference attendees, or
- is germane to the securities industry, or
- meets sponsor display guidelines.

3. **SPONSORSHIP SELECTION**

The choice of sponsorship will be assigned only after a signed contract and full payment is received by NSCP.

NSCP is not liable for failure to deliver sponsorship space as a result of building inaccessibility, fire, acts of God, public enemy, war or war-like conditions, terrorist attacks, threats or acts of terrorism or similar acts, curtailment or interruption of transportation facilities, civil disturbance, strikes, the authority of the law, or any other cause beyond NSCP’s control.

4. SPONSORSHIP EXCLUSIVITY

NSCP will not permit the sharing of sponsorships unless preapproved by NSCP and the sponsorship opportunity has been paid in full. In signing this agreement, you are agreeing that the sponsorship of your choice is for your own use. You are not permitted to sublicense, transfer, or assign any portion or part of your allocated sponsorship to another party, except as specifically approved by NSCP. You shall not share, nor permit to be advertised in your sponsorship, any merchandise not a part of your own regular product line and shall not offer any advertising material not directly pertaining to the products advertised in your own regular product line or where display of such materials would violate or infringe on the intellectual property rights of a third party.

5. COST OF SPONSORSHIP AND PAYMENT

The sponsorship cost is based on the specific opportunity you have selected.

Payment in full is required at the time of signing of the Sponsorship Contract. Payment may be made by credit card (Visa, MasterCard, American Express), check, bank transfer or ACH payment. Checks should be made out to " NSCP ".

If Sponsor wishes to cancel this Contract, Sponsor must notify NSCP in writing via certified mail, registered mail, or courier . In the event of cancellation of your exhibiting commitment, NSCP will attempt to offer a refund of your exhibitor fee minus a \$1,200 administrative fee, and ONLY if NSCP is able to sell the table space to another vendor.

No refund of any kind will be issued if notice of cancellation is received 30 days prior to the set-up date for the event.

6. SPONSOR BENEFITS

NSCP will provide a hyperlink to your web site as a benefit of sponsoring at the conference. This link will appear on the NSCP conference website.

NSCP grants you a limited non-exclusive license to use an NSCP conference attendee list containing the mailing information of conference attendees that have chosen to make their address data publicly available. This list is in emailed spreadsheet format only. Phone and fax numbers, as well as email addresses, will not be provided. Use of NSCP conference attendee address data is limited to two mailings. You agree not to republish, upload, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, or provide to any third parties any data provided to you by NSCP.

If you breach any of the terms of use of the conference attendee list, your authorization to use such data will be terminated.

7. SPONSORSHIP EQUIPMENT/SUPPLIES ("MATERIALS").

Neither NSCP nor the hotel may be held responsible for materials that are damaged, lost or stolen. It is highly recommended, that if you are offering materials as part of your sponsorship, you track the shipment and delivery of such materials. Confirmation of both shipment and delivery will help locate any missing boxes that you have shipped.

You understand and agree that all expenses for shipping and handling of the Sponsorship Materials into and out of the show area, are not part of the show fee and are to be paid separately by you.

Sponsors must arrange pick up and shipping of any leftover materials with the shipping company personnel or the hotel. Information concerning shipping services and fees will be provided under separate cover.

You understand that overnight security *will not* be provided, and the sponsor / exhibit area is not a room that can be secured; therefore, sponsors are responsible for securing all valuables each night after the show hours.

8 SET-UP/ TEAR-DOWN

On-site Sponsor Registration will be open during set-up and exhibit hours. You will be allowed access to the space allocated, if applicable, and provided a set time period, before and after the sponsorship show hours to allow for putting out marketing materials. Should you fail to remove excess marketing materials, removal will be arranged by the hotel management at your expense.

9. PERSONNEL AND CONDUCT

Badges must be worn at all times during the conference. These badges allow entrance into the exhibit area, conference sessions, luncheons and cocktail receptions.

Sponsor shall be immediately notified of any negative reports concerning representatives of the Sponsor. Failure to remedy reported violations in a timely manner may lead to immediate dismissal from the conference, as well as NSCP's declining that sponsor's participation at any level at future events. In addition, if a conference attendee who is not a paid sponsor is marketing their product or firm during the conference, and you become aware of it, you must notify NSCP staff immediately so appropriate action can be taken.

You agree to comply with all rules and regulations of the hotel and any relevant union in connection with the use of the space.

10. CONFLICTING CONFERENCE EVENTS

In the interest of the entire conference, you agree not to extend invitations, call meetings, or otherwise encourage absence of members, other exhibitors or sponsors, or invited guests from the educational sessions or networking receptions planned by NSCP.

11. CANCELLATION OF CONTRACT

If Sponsor fails to comply with the Sponsor Terms and Conditions and fails to remedy such violation(s) within a reasonable time period after notice from NSCP, NSCP reserves the right to remove, decline, or prohibit any sponsor from participation at the NSCP National Conference.

12. LIABILITY

Sponsor assumes all liability for the protection of Sponsor’s personnel and property used in connection with the event including but not limited to theft or damage or destruction by fire, accident or other cause. Any protection exercised by NSCP shall be deemed purely gratuitous on its part and shall in no way be construed to make NSCP liable for any loss or inconvenience suffered by the Sponsor. NSCP shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies (such as in sponsor’s name, address, phone number or e-mail address) which may appear in any NSCP poster, slide or other event material.

13. SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

14. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party and its partners, members, employees and agents, from and against any and all third party claims, causes of action, liabilities, losses, damages and expenses, including reasonable attorneys’ fees, directly arising from bodily injury, death, or damage to tangible personal property caused by the gross negligence or willful misconduct of the indemnifying party, its agents or representatives, including contractors and suppliers engaged by it. Other than with regards to gross negligence or willful misconduct by NSCP or any of its employees or agents, Sponsor further assumes responsibility and agrees to indemnify and defend NSCP and the Facilities and their respective employees and agents against any claims or expenses of either NSCP or the Facilities which are directly caused by or directly arise out of the use of the Facilities by Sponsor. In no event shall either party be liable to the other party for consequential, lost profits, indirect or punitive damages relating to the breach of any of the terms of this Contract. Liability to the other party shall be capped by the fee paid by Sponsor.

Signatures

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Company Name		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Authorized Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
NSCP		

