

2022

Closed-End Fund Conference

**NOVEMBER 17
NEW YORK, NY**

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 **2022 Closed-End Fund Conference** (the conference) to be held **November 17, 2022**, at Convene Conference Center (located at 1 Liberty Plaza, New York, NY). An authorized agent of the sponsoring firm acknowledges and accepts the following terms and conditions of this contract by signing below.

ACCEPTANCE

ICI has the absolute right to limit the number of total sponsors and/or to select sponsors at its sole discretion. Acceptance of a sponsorship request by ICI is based upon full completion of website registration process. 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.

PAYMENT

The following payment conditions apply:

- » A payment made online or by check, payable to ICI.
- » The sponsorship fee must be received by October 17, 2022.

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 October 17, 2022, the requested sponsorship slot will be released for resale and no previously paid monies will be refunded.

Check or money order:

Make checks payable to the Investment Company Institute.

By mail:

Investment Company Institute
PO Box 719456
Philadelphia, PA 19171- 9456

By overnight service:

Lockbox Services # 759456
Investment Company Institute
MAC Y1372-045
401 Market Street
Philadelphia, PA 19106

ACH/Wire Transfer:

Bank:

Wells Fargo Bank
1350 New York Avenue, NW
Washington, DC 20005

Account number: 2000030731062

Routing number: 054001220 (ACH)

Routing number: 121000248 (Wire)

Swift Code: WFBIUS6S (international)

Note: Please ask your bank to add Other Beneficiary Information (OBI) of the invoice number to your wire transfer.

Email any back up information to accounting@ici.org.

SPONSOR ATTENDEE PASSES AND REGISTRATION

Sponsors will receive two (2) complimentary conference passes as defined in the document. ICI will give each sponsoring company a discount code to be entered into the online registration module, which will enable two attendees to register without payment. Complimentary passes should be used by November 17, 2022. Additional attendees must register themselves; registrations may be purchased through the ICI website.

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.

DISTRIBUTION OF PRINTED MATERIALS

Sponsors shall not distribute any material, samples, souvenirs, etc., 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 October 17, 2022. 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 prior written permission from ICI.

EXHIBITS

Exhibit package includes a standard flat-top, six-foot, draped display table; two chairs; and an identification sign. All exhibit materials must fit into the allotted individual exhibit space. Pop-up signs are allowed if the signs fit within the allotted exhibit space. No sponsor may sublet, assign, or apportion any part of the space allotted. The purposes of the exhibit are to inform and educate conference attendees regarding characteristics and uses of products and services. No surveys, research, or other forms of data gathering, whether conducted with the intent to announce or publish the results of such survey or data gathering, either during or after the conference, may take place in the exhibit area or at the conference without prior written approval from ICI. Microphones, loudspeakers, or other amplifying devices may not be used without the consent of ICI. The exhibit area will not be guarded at any time during the conference. Valuables (especially laptop computers) should not be left unattended. Exhibitor's representative(s) shall be restricted to employees of the exhibiting companies who are actually working at the exhibitor's table. Exhibit representatives shall wear badge identification furnished by ICI.

All displays must be completely set up and in place by 7:00 a.m. on November 17, 2022. Exhibitor shall take due care of the display area and shall be responsible for any and all damage caused by exhibitor to the facility where the conference is held. Off-site storage for display cases and/or boxes is not available. Exhibitor is responsible for storing exhibit materials. Exhibitor agrees to indemnify and hold harmless ICI and the Convene Conference Center against any and all claims asserted against, resulting from, imposed upon, incurred, or suffered by ICI and their respective representatives, as a result of exhibitor's participation in the conference. Exhibitor understands that neither ICI nor the conference center maintains insurance covering the exhibitor's property, and that it is the sole responsibility of the exhibitor to obtain such insurance.

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