

**FAIR INSTITUTE
SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (“Agreement”), entered into as of this January 1, 2020 (“Effective Date”), is made by and between FAIR INSTITUTE, a Washington nonprofit corporation (the “Institute”), and XXXXXXXXXX., (“XXXXXXXXXXXX”). The Institute and XXXXXXXXXX are collectively referred to in this Agreement as the “Parties.”

1. Sponsorship of the Institute. By executing this Agreement and complying with the payment and other obligations in this Agreement, XXXXXXXXXX becomes an official “partner” sponsor of the Institute until January 1, 2021. As a “partner” sponsor of the Institute, XXXXXXXXXX is entitled to receive the benefits described on Exhibit A (the “Benefits”).

2. Sponsorship Fee. XXXXXXXXXXXXXXX hereby agrees to make a one-time payment to the Institute in the amount of fifty thousand dollars (\$50,000), which shall be delivered to the Institute within thirty (30) days of the date of this Agreement (the “Sponsorship Fee”). Once received, the Sponsorship Fee is noncancelable and nonrefundable. XXXXXXXXXXXXXXX acknowledges that the Institute is not a 501(c)(3) charitable entity and the Sponsorship Fee does not qualify as a charitable donation.

3. Trademark Usage. Subject to the trademark usage requirements and standards expressed in writing by each Party to the other, each Party (the “Granting Party”) grants the other Party (the “Receiving Party”) the right to use the Granting Party’s trademarks in connection with the publication and marketing of the relationship described by this Agreement. In the event the Receiving Party uses one or more of the Granting Party’s marks (i) in a way that is contrary to any stated usage requirements or standards of the Granting Party or (ii) in any manner that would derogate or detract from the reputation of the Granting Party, the Granting Party may notify the Receiving party of such improper conduct and may terminate this Agreement according to the termination provisions in Section 5 below. Nothing in this Agreement is intended to transfer any trademark or other intellectual property rights from one Party to the other, all of which are reserved to each Party, and any and all use of the Granting Party’s marks by the Receiving Party shall inure to the benefit of the Granting Party.

4. Term. The term of this Agreement shall be valid until January 1, 2021 unless otherwise terminated by mutual agreement of the Parties or as otherwise provided herein. The Parties may extend this Agreement on a year-to-year basis upon mutual written agreement.

5. Termination. Either Party may terminate this Agreement in the event of a material breach by the other Party by delivering written notice to such Party and allowing thirty (30) days to remedy such breach.

6. Mutual Indemnification. Each Party (the “Indemnitor”) shall indemnify and hold harmless the other Party (the “Indemnitee”), and its directors, officers and employees from and against any and all claims and actions against the Indemnitee or any of its directors, officers or employees, and any and all demands, obligations, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees and costs) relating to those claims or actions (collectively, “Damages”), arising from or related to the Indemnitor’s breach of its obligations under this Agreement.

7. Miscellaneous. The Parties agree that: (i) **XXXXXXXX** shall not have the right to assign its rights under this Agreement without express written permission by the Institute; (ii) this Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflicts of law rules; (iii) any dispute arising in connection with this agreement or breach thereof shall be resolved in a court of competent jurisdiction located in Spokane County, Washington, and **XXXXXXXXXXXX** consents to personal jurisdiction in Washington and waives all defenses to such jurisdiction and venue; (iv) the invalidity or unenforceability of any provision within this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof; (v) no oral modifications of this Agreement shall be effective, and no delay or failure on the part of either Party to insist on compliance with any provision hereof shall constitute a waiver of such Party's right to enforce such provision; (vi) this Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; (vii) in the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such Party may be legally entitled; and (viii) the relationship of the Parties shall be that of independent contractors and neither Party shall be considered an agent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their authorized representatives, as of the Effective Date.

"The Institute"
FAIR Institute

"XXXXXXXXXXXXXXXX"
XXXXXXXXXXXXXXXXXXXX

By: _____


By: _____

Name: _____

Name: _____

Title: _____

Title: _____

	Technical Advisor (RiskLens)	Partners	Academic Partners
Annual sponsorship fee	Founder	\$50,000	By invitation
Logo/URL on website and event banners	✓	✓	✓
Press release	✓	✓	✓
Quarterly recognition in FAIR Institute email promotion	✓	✓	✓
Recognition on backdrops and on main stage at main events	✓	✓	✓
Access to published FAIR Institute online resources	✓	✓	✓
Recognition on Annual Maturity Survey	✓	✓	N/A
Representation in Board of Advisors	✓	✓	N/A
Participation in members-only events & workgroups	✓	✓	Academic Workgroup
Tabletop at annual FAIR Conference	✓	✓	N/A
Tabletop at additional FAIR Institute events (Chapter meetings, FAIR Breakfasts, etc.)	✓	✓	N/A
Publication of sponsored content (limit to 1 a year)	✓	✓	N/A
Panel participation/moderation	✓	✓	N/A
Promotional offers	✓	✓	N/A

FAIR Institute Partner Sponsorship Opportunities - 2020

Annual sponsorship fee: \$50,000

Benefits include:

Marketing & Promotional Activities

- Sponsors Logo/URL on FAIR Institute website and partnership landing page
 - Exclusive partnership for sponsor's type of business offering
- Blog announcement
- Periodic recognition in FAIR Institute email promotion
 - Four (4) quarterly email blasts w/ Sponsor's promotional offers
- Publication of sponsored content (1/year)

Thought Leadership

- A seat of FAIR Institute's Board of Advisors
- Access to FAIR Institute online resources
- FAIR Institute's Risk Management Maturity Benchmark Survey
 - Sponsor's corporate co-branding and co-sponsorship of the FAIR Institute's Risk Management Maturity Benchmark Survey and whitepaper
 - Panel participation in FAIR Institute's Risk Management Maturity Benchmark Survey Webinar
 - Access to webinar registration list
- Seat on a selected FAIR Institute working group and participation in working group reports, presentations, and additional activities

Events

- **FAIRCON20 (October 2020)**
 - Main Sponsor
 - Tabletop/Booth
 - Speaking Opportunities (Panel, Roundtable, or Individual as appropriate for conference needs); speaker passes provided to speakers/moderators
 - Two (2) conference passes
 - Access to registration/attendee list
 - Participation in other possible sessions/activities
 - Brand recognition on backdrops, slides, conference materials, and other areas of conference
- **RSAC20 FAIR Breakfast (February, San Francisco CA)**
 - Tabletop/Booth
 - Participation as a Panel Speaker or other speaking role
 - Access to key individuals & RSA attendees present at breakfast event
 - Recognition on backdrops and on main stage at main events
 - Access to registration/attendee list
- **Gartner Security Summit FAIR Breakfast (June, Washington DC)**
 - Tabletop/Booth
 - Participation as a Panel Speaker or other speaking role
 - Access to key individuals & attendees present at breakfast event
 - Recognition on backdrops and on main stage at main events
 - Access to registration/attendee list

- **FAIR Chapter Events**
 - Tabletop/Booth at chapter events
 - 11 US Chapters
 - 7 International Chapters