



# Power Up Your Sales (and Fill Your Prospect Pipeline) at BIMS 2024

200+

20+ SESSIONS **1.5** DAYS

COOL

Join Us For Two Days Of Insights, Ideas And Inspiration At B2B Media's Oldest And Most Prestigious Conference.

SIIA Media's Business Information & Media Summit is the place to meet and mix with all the top buyers, influencers and decision-makers across B2B.

### FEBRUARY 29-MARCH 1, 2024, IN NEW ORLEANS

Loews New Orleans Hotel—just steps from the French Quarter!

SIIA Media members are an important community of large and small publishers. BIMS 2024 brings magazine and digital-media professionals together in person to connect, learn and share.

The conference provides insights, innovations and best practices to keep attendees in tune with today's media-industry trends. But we're more than that. BIMS is about providing media executives with actionable strategies to build market-leading brands.

#### **OUR VALUES**

The BIMS event and its parent, SIIA Media, commit to these principles on behalf of our sponsor partners:

- Engagement with an unduplicated audience of buyers.
- A forum for showcasing relevant products that provide real value for your customers.
- An integrated, multiplatform approach to helping you deliver your marketing message.
- A commitment to measurable results.

#### WHO WE REACH

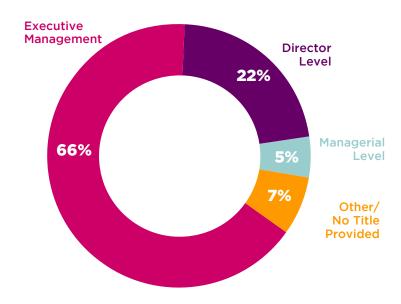
SIIA Media's Business Information & Media Summit focuses on several core constituencies, with B2B media at the center. It also includes media companies with similar business models, including enthusiast brands and hybrid media that covers both B2B and B2C when they overlap. Attendee companies include everything from entrepreneurial digital startups to massive global conglomerates. Their revenue runs from \$1 million to enterprise-level media businesses over \$100 million. But SIIA Media BIMS attendees share one characteristic: they run multi-channel media businesses, and they're strategic decisionmakers— media professionals who drive business strategy, value creation and revenue growth.

#### A LOOK AT THE NUMBERS

- SIIA Media represents more than 1,000 active members from a broad cross-section of B2B Media.
- ▶ Nearly **90%** of 2023 attendees were Director level or C-Suite.
- Representing **hundreds of millions** of dollars in member-facilitated business transactions.



#### BIMS ATTENDEE PROFILE



#### **Who Attends**

Access Intelligence Active Interest Media Annex Business Media Axios Bid Deal Media **BNP Media** 

Endeavor Business Media Industry Dive **Endpoints News** EnsembleIQ **FreightWaves Brief Media FUTURE Business of Home** GovExec

**Chief Executive Group** 

CyberRisk Alliance

**Growth Catalyst Partners** Haymarket Media Informa Markets Kalo Media Lexipol Media Edge Money-Media

National Journal Newcom Media Inc Omeda **PMMI** Group Questex WATT Global Media

...and many more.

#### **DON'T TAKE OUR WORD FOR IT**

BIMS was a great opportunity to make connections and hear insights from business media executives who are making an impact at their organizations. I walked away with several ideas that I've already shared with my team.



#### **Kerry Smith**

**Division President, Access Intelligence** 

The best BIMS meeting in several years. Timely and engaging content. Many industry leaders in attendance creating great networking opportunities.



#### **Tom Kemp**

**Chairman, Northstar Travel Group** 

BIMS brings together the B2B media CEO's, investment bankers, and other leading executives in one place. Between the programs and the informal conversations with peers and vendors, it is a great way to keep up with what is going on in the industry.



#### **Chris Ferrell**

**CEO, Endeavor Business Media** 

BIMS was like "old home week" for me, a reunion of industry colleagues, including some I hadn't seen in over a decade! The conference was a powerful reminder of the innovative and adaptive journeys we are all on with our businesses, and of the enduring and supportive nature of relationships that emerge from in person events.

Renee Jordan **CEO.** Taunton

Fabulous...one of the best BIMS I have ever attended. Hats off to you and your team. I am thrilled I made it and am thankful for what you do.



**Partner, Media Advisory Partners** 





The MediaRadar team has participated in the SIIA BIMS event for many years. We find it to be one of the best ways to meet and network with industry peers in-person. This event brings together many of the brightest minds in B2B Media and creates an opportunity to learn about the latest media trends, technology and best practices for success.

**Todd Krizelman** CEO, MediaRadar

As a long time sponsor, we believe BIMS is a can't-miss event for all business information leaders. This conference is a great opportunity to reconnect with other executives in the industry, gain invaluable insights and learn how successful executives are innovating to stay ahead.



Founder &CEO, North America, JEGI CLARITY

BIMS is a terrific event to connect with industry peers to learn and share ideas. The time I invested in coming to the event was well worth it. Looking forward to coming back.

# **George Yedinak**

**EVP - Healthcare, Aging Media/WTWH** Media



#### **BIMS 2024 MEDIA PACKAGES**

As a service provider to the media organizations that attend BIMS, you're an essential part of their ability to innovate and succeed. Join in the conversation. Access high-value engagement opportunities with customers and prospects alike.

#### **Connect Lounge Sponsorship**

This always-open space is one of the highest-trafficked areas of the conference. Centrally located, the Connect Lounge will offer unique refreshments, gathering space, and function as a re-charging area. Offer a giant doodle board where attendees can share take-aways from the day. Offer branded giveaways or an attendee Goodie Bag. Offer a technology demo or Q&A. Bring your own ideas to make this space an inviting experience for attendees.

#### **Sponsorship includes:**

- Executive Q&A in SIIA Alert e-newsletter prior to the event.
- Dedicated marketing email promoting the lounge space and your sponsorship prior to the event.
- Premium branding from the stage and all event signage.
- Verbal mentions and appreciation at the podium and during track housekeeping remarks, including brief description of your products and services.

Investment: **\$8,800** (Member pricing). Non-member investment: **\$12,400**.

#### **Bonus inclusion:**

Add inclusion in *SIIA Media Alert* during the months of January and February, reaching more than 1,000 buyers in each edition. Eight insertions: \$1.500.

#### **Main Stage Presentation Sponsorship**

Align your business with the key trends and topics on the minds of every SIIA Media member and the broader media community.

#### **Sponsorship includes:**

- One company executive on stage to introduce speaker.
- Option to engage speaker and audience by moderating Q&A.
- Chair drop with your valuable content marketing material (sponsor provided).

#### Four Available.

▶ Day 1 Morning▶ Day 2 Morning▶ Day 2 Closing

Investment: **\$5,700** per presentation. (Member pricing). Non-member investment: **\$7,400**.

# **Industry Insights Speed Sessions Sponsorship**

Sometimes the value of a conference is determined by that one great tip or insight you take away—a simple idea that changes your business. In these sessions, our sponsors showcase their thought leadership with brief-but-essential observations in a 15-minute segment.

#### Three available.

#### **Sponsorship includes:**

Present a topic showcasing the value of your solution to publishing operators.

Investment: **\$5,200** (Member pricing). Non-member investment: **\$6,700**.

#### **Lunch Sponsorship**

Attendees have been learning all morning and now they're ready for some relaxed networking. Help them reconnect with old friends and make new ones.

#### **Sponsorship includes:**

- Table decor or branded giveaway item.
- Signature dessert (possible added cost).
- On-stage facilitation of brief and fun icebreaker question or quiz, and giveaway.
- ▶ Chair drop with your valuable marketing material.

Investment: **\$7,800** (Member pricing). Non-member investment: **\$11,000**.

#### **Bonus inclusion:**

Add inclusion in *SIIA Media Alert* during the months of January and February, reaching more than 1,000 buyers in each edition. Eight insertions: \$1,500.

#### One available.

# **Conference Passes For Non-sponsoring Suppliers**

\$2,995 for access to all sessions, keynotes, demo sessions, roundtables, workshops, meal functions and receptions.

#### **Breakfast Sponsorship**

Help our executive-level attendees get their day off to a great start. Brand visibility at breakfast station and 1 full Summit pass.

#### **Sponsorship includes:**

- ► Table decor or branded giveaway item.
- Signature dessert (possible added cost).
- On-stage facilitation of brief and fun icebreaker question or quiz, and giveaway.
- Chair drop with your valuable marketing material.

Investment: \$3,600 (Member pricing). Non-member investment: \$4,700.

#### **Roundtables Sponsorship**

Support the culture of peer-to-peer sharing that SIIA Media is known for. Align your company with the top thinkers in the business. Roundtables are topicbased, moderated conversations led by members and you.

#### **Sponsorship includes:**

- Introduction and facilitation of each roundtable session (1 event per day)
- Inclusion as moderator on at least one relevant roundtable of your choice.
- Table/Chair drop of your valuable marketing materials.

#### Two available.

- Roundtables Day 1
- Roundtables Day 2

Investment: \$2,600 per session. (Member pricing). Non-member investment: \$3,400 per session.

#### SPONSOR BRANDING STATIONS

#### 12 available.

#### **Sponsorship includes:**

- ► Space for a pop-up display (approx 3'x8').
- ▶ High top table and two chairs ideal for making business connections and setting meetings.

Branding Station pricing: \$2,600 (Member pricing). Non-member investment: \$3,400.

# The BIMS Biy Easy Bush

#### Thursday, Feb. 29.

As the exclusive sponsor, you greet and engage with attendees as they unwind from Day 1!

They'll enjoy beer, wine, networking, and perhaps a signature cocktail, followed by a dinner as they mix and mingle with their prospects and peers at the Piazza d'Italia, a renaissance revival local treasure that features outdoor fountains and dramatic lighting.

#### **Sponsorship includes:**

- Ability to add brief welcoming remarks.
- Custom cocktail (possible added cost).

#### **Bonus inclusion:**

Add Inclusion in SIIA Media Alert during the months of January and February, reaching more than 1,000 buyers in each edition. Eight insertions: \$1,500.

Contact Weston Kalogeridis for additional information, Weston@Kalomedia.com

#### **Track Sponsorship**

As exclusive sponsor of any track, you have entree to lead the discussions in each session, through the entire event. You'll welcome attendees, introduce sessions and speakers, and moderate Q&As.

- Executive Leadership. This track is designed for C-Suite executives to compare notes in a trusted peer-group setting.
- Revenue and Monetization. Covers everything revenue related.
- ▶ Tech and Strategy. This track was created to bring insights and ideas at the intersection where media technologies and media strategies converge.

#### **Sponsorships include:**

- Serving as emcee for the track during the full conference.
- Special acknowledgement in the program
- Brand exposure through track materials.

#### One available per track.

Investment: \$7,800 (Member pricing). Non-member investment: \$11,300.

#### **Networking Break Sponsorship**

Increase your engagement with attendees by sponsoring a refreshment break as attendees mingle and network between sessions. Includes option to distribute promotional item or collateral during the break (supplied by sponsoring company).

#### **Sponsorship includes:**

- Brand exposure through in-room signage as well as remarks from podium before and after the break.
- Custom napkin and table-top signs promoting your company's logo.

Investment: \$5,700 (Member pricing). Non-member investment: \$7,400.

#### **Lanyard Sponsorship**

Let our attendees help to increase your brand visibility through universal awareness at the event. By sponsoring the lanyard, your logo will be worn by every single attendee, all day long, for the length of the event.

#### **Sponsorship includes:**

We will provide the custom lanyard featuring your company's logo.

Investment: \$4,700 (Member pricing). Non-member investment: \$6,100.

#### **Program Quick-Guide Sponsorship**

This quick guide will give attendees all the info they need about the event: schedule, speakers, special events and more.

#### **Sponsorship includes:**

- Exclusivity, with no competing display ads.
- Your brand on program cover.
- Back cover display ad space for your brand (sponsor supplies ad creative).

Investment: \$4,700 (Member pricing). Non-member investment: \$6,100.

#### **EVERY SPONSORSHIP INCLUDES:**

#### **Pre-event**

- Logo (linked) on all pre-event marketing materials (Web, email, social).
- Pre-event attendee list (without contact information) for your event-planning purposes.
- Inclusion in pre-event marketing email that highlights BIMS's sponsors. (Sponsor provides logo, 50-word description of services and/or event inclusion, URL).

#### **Onsite**

- Full-conference pass for two team members.
- Ability to offer one client a discounted registration. (Limit one per sponsor).
- Recognition from the main stage and throughout the event via signage and materials.

#### **Post-event**

Post-event attendee list (including contact information) for all attendees who opted-in to share their information with sponsors/exhibitors.

#### WiFi Sponsorship

Sponsor the BIMS WiFi access to ensure every attendee knows your company's name. For starters, your company name will be used as the password to the WiFi login. After logging in, each user will be redirected to your website or a designated landing page of your choice.

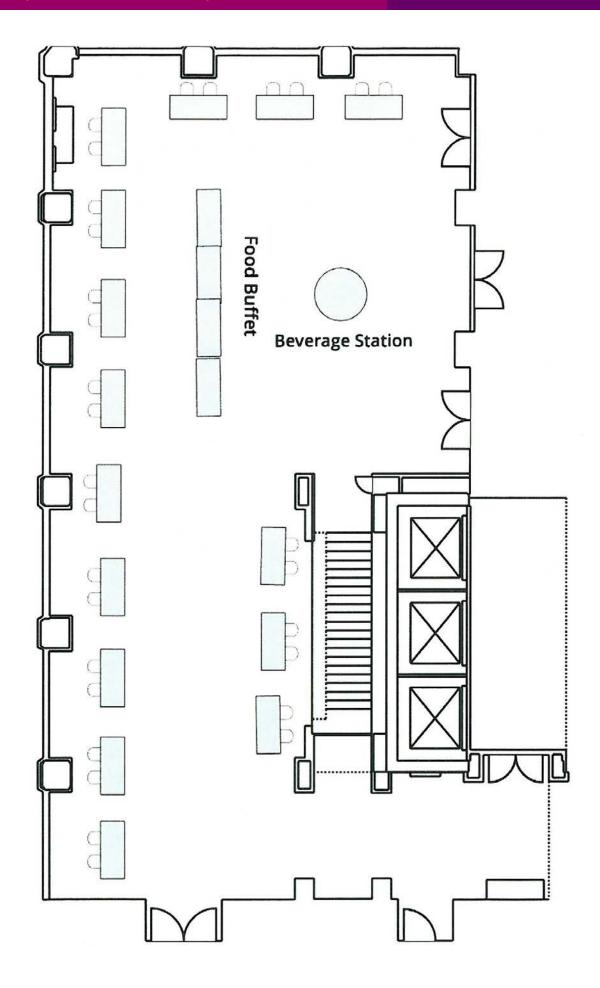
#### **Sponsorship includes:**

- Your company's name as the password.
- Ability to redirect to your website or other URL.

Investment: \$4,700 (Member pricing). Non-member investment: \$6,100.

#### **Custom sponsorships available.**

For details contact Sales Director Weston Kalogeridis at Weston@kalomedia.com or Director of Programming and Development Tony Silber at Tsilber@siia.net.





# SPONSORSHIP FORM

FEBRUARY 29 - MARCH 1, 2024 | NEW ORLEANS

#### **SPONSORSHIP OPPORTUNITIES**

Member: \$8,800	Nonmember: \$12,400	Please select:	
Main Stage Presentation Sponsors		Executive Leadership Track	
Please select:		Member: \$7,800	Nonmember: \$11,300
Day 1 Morning		Revenue Track	
Member: \$5,700	Nonmember: \$7,400	Member: \$7,800	Nonmember: \$11,300
Day 1 Afternoon		Innovation Track	
Member: \$5,700	Nonmember: \$7,400	Member: \$7,800	Nonmember: \$11,300
Day 2 Morning		Networking Break Sponsorship	
Member: \$5,700	Nonmember: \$7,400	Member: \$5,700	Non-member: \$7,400
Day 2 Closing Member: \$5,700	Nonmember: \$7,400	Lanyard	
	1101111le111be1. \$7,400	Member: \$4,700	Nonmember: \$6,100
Industry Insights Speed		Dura war Out als Cut de Ca	
	Nonmember: \$6,700	<b>Program Quick Guide (a</b> Member: \$4,700	Nonmember: \$6,100
Lunch Sponsorship  Member: \$7,800  Non-member: \$11,000		WiFi sponsor	
Member, \$7,000	Non-member, \$11,000	Member: \$4,700	Nonmember: \$6,100
Roundtables Sponsorshi	p	Duralifact an annual	
Please select:		Breakfast sponsor Member: \$3,600	Nonmember: \$4,700
Day 1	N		140ππειποει. φ-,7 σσ
Member: \$2,600 Nonmember: \$3,400		Exhibit Stand/Branding Station	
Day 2	Nanmambari († 7.400	(Exhibit space includes high top and chairs, space for banner stand)	
Member: \$2,600	Nonmember: \$3,400	space for barrier startay	Booth No
Opening Night Dinner Sponsorship		Member: \$2,600	Nonmember: \$3,400
Contact Weston Kalogeri information, <u>Weston@Ka</u>		Ποιτίσει: ψ2,000	1101111101110011
AUTHORIZING REF	PRESENTATIVE		
Organization Name			
Contact Name			
Address			
Phone	En	nail	

Upon receipt of this Agreement, SIIA (parent company of SIIA Media) will issue an invoice for the total amount due. Payment can be issued to SIIA via credit card or wire transfer (ACH). Our accounting department will

contact you to receive the necessary payment information.

This Sponsorship Agreement ("Agreement"), dated as of \_\_\_\_\_\_, 2024 (the "Effective Date"), is by and between the Software & Information Industry Association ("Organizer" or "SIIA"), and \_\_\_\_\_\_. ("Sponsor"). SIIA is holding SIIA Media's Business Information & Media Summit in New Orleans, Feb. 23-24, 2024. Sponsor would like to promote its brand at the event. The parties therefore agree as follows:

- Definitions. For purposes of this Agreement, the following terms have the following meanings:
  - "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a party (as a Disclosing Party) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing, in each case to the extent it is: (a) if disclosed in writing or other tangible form or medium, marked "confidential" or "proprietary" or (b) if disclosed orally or in other intangible form or medium, identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the Disclosing Party or its Representative within ten (10) days after disclosure. With respect to each party, the terms of this Agreement are Confidential Information of the other party.
  - **"Event"** means SIIA Media's Business Information & Media Summit
  - **"Event Collateral"** means products or merchandise bearing an Organizer Mark, either alone or together with a Sponsor Mark, for distribution at or in connection with the Event.
  - **"Event Materials"** means materials presented, distributed, or otherwise provided by Organizer or any other person or entity at or in connection with the Event.
  - "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
  - "Mark" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.
  - **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
  - "Representatives" means, with respect to a party, such party's officers, employees, consultants, and legal advisors.
  - **"Sponsor Materials"** means the sponsor marks and any other materials presented, distributed, or otherwise provided by Sponsor at or in connection with the Event.
  - **"Sponsorship Fee"** is the nonrefundable fee payable by Sponsor to Organizer under this Agreement in the amount of **\$\_\_\_\_\_\_ USD**. This sponsorship fee reflects Sponsors current SIIA / SIIA Media membership status, as noted in the space reservation order on page 1.
  - "Territory" means worldwide.
- Sponsorship. Organizer and Sponsor have formed a sponsorship agreement with respect to the Event. Sponsor agrees that Organizer assumes no obligations under this Agreement until the Sponsorship Fee is received, and that it will be received

- no more than 30 calendar days from Sponsor's receipt of an invoice. The parties agree that an invoice sent to the email address of Sponsor's signatory is presumed delivered.
- 3. **Sponsorship Benefits.** In consideration of Sponsor's payment of the Sponsorship Fee and other good and valuable consideration, Organizer will provide Sponsor with the Sponsorship Benefits set forth in Appendix A.
- 4. Sponsorship Fee and other Sponsor Obligations. In consideration of and subject to Organizer's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor will: pay Organizer the Sponsorship Fee. The parties will, on a timely basis, perform the other obligations as may be set forth in Appendix A.

#### 5. License Grants.

- a. Sponsor hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks in the Territory solely as necessary to provide the Sponsorship Benefits during the Term.
- b. Organizer hereby grants Sponsor, and Sponsor hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks in the Territory during the Term: (i) in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a sponsor of the Event; and (ii) on Event Collateral that Sponsor is obligated or otherwise permitted to create and distribute at or in connection with the Event. This license does not extend to Sponsor's use of Organizer's marks, including, SIIA, AMP Network, or any confusing use thereof, at any event Sponsor may hold during the Event that is directed at the Event's attendees, unless such use is expressly approved in advance by Organizer in writing.
- c. Each party will use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party will immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party will use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, will inure solely to the benefit of such party, and each party will retain all right, title, and interest in and to its Marks.
- 6. **Event Obligations.** Organizer will, at its sole cost and expense:
  - a. create, program, advertise, market, promote, produce, and manage the Event as described in Appendix A;
  - b. notify Sponsor promptly in writing of any planned or anticipated material changes to the Event;
  - c. on a timely basis secure, and throughout the Event fully comply with, all licenses, permits, and approvals required by applicable Law in connection with the Event; and
- 7. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until ten (10) days after completion of the Event (the "Term").

#### 8. Termination.

- a. Either party may terminate this Agreement, immediately upon written notice to the other party if: (i) the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching party provides the breaching party with written notice thereof; or (ii) the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- b. On expiration or earlier termination of this Agreement: (i) all licenses granted hereunder will also terminate and each party will immediately cease using the other party's Marks; (ii) the parties will be relieved of their respective further obligations under Section 3 and Section 4. Nothing in the foregoing prevents the parties from using each others' marks to demonstrate their past affiliation with the Event.
- c. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9, this Section 8 (c), Section 9, Section 10, Section 11, and Section 13.

#### 9. Representations and Warranties.

- a. Each party represents and warrants to the other party that:

  (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
  (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
  (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
  (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. Organizer further represents and warrants that the Organizer Marks and Sponsor's use thereof in strict accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.
- c. Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

#### 10. Indemnification.

a. Organizer will indemnify, defend, and hold harmless Sponsor and its officers, directors, employees, agents, successors, and assigns (each, a "Sponsor Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind,

- including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any claim, suit, action, or proceeding (each, an "Action") arising out of or related to: (i) the Event, including Organizer's advertising, marketing, or promotion of the Event, the Organizer Marks and Event Materials; (ii) any use, presentation, display, or distribution of Sponsor Materials in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant, or obligation of Organizer under this Agreement.
- b. Sponsor will indemnify, defend, and hold harmless Organizer and Organizer's affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (each, an "Organizer Indemnitee") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, solely as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Sponsor's breach of any representation, warranty, covenant, or obligation of Sponsor under this Agreement.

#### 11. Confidentiality.

- a. In connection with this Agreement, each party (for purposes of this Section 11, the "Disclosing Party") may disclose or make available Confidential Information to the other party (for purposes of this Section 11, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will: (i) not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement; (ii) not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party; (iii) not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 11; and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 11; and (iv) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. The Disclosing Party is responsible for ensuring its Representatives' compliance with, and will be liable for any breach by its Representatives of, this Section 11.
- b. Confidential Information does not include information that: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

#### 12. Force Majeure; COVID.

- a. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "Force Majeure"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.
- b. The parties acknowledge and agree that as of the Effective Date there is a global pandemic taking place involving COVID-19, as announced by the World Health Organization in March 2020. The parties acknowledge that there is no reliable information or data available to provide any reasonable expectation as to when the COVID-19 pandemic will likely subside in and around the location of the Event, the home countries of the parties, and the home countries of t Event attendees, or whether and to what extent the pandemic will interfere with the Event. The parties agree to the following additional terms related solely to COVID-19:
  - i. If there are pandemic-related U.S. or other government (local or national) imposed restrictions or recommendations applicable to attendees of the Event, such as those that might apply to the venue at which the Event will be held within the 60 days prior to the Event dates, or if there are recommendations or travel advisories issued by the U.S. Centers for Disease Control and Prevention or similar foreign government entities advising against non-essential travel to the Event location, Organizer may, in its sole discretion, cancel or postpone the Event. If the Event is postponed, the Sponsorship Fee shall entitle Sponsor to a sponsorship of similar value when the Event is rescheduled. Alternatively, Sponsor may choose to receive a credit in the amount of the Sponsorship Fee to apply to any in-person, virtual or hybrid event organized by SIIA occurring in the subsequent two (2) years following the date Sponsor is notified by SIIA of such postponement or cancellation.
  - ii. Regardless when the Event is cancelled due to a valid Impossibility / force majeure occurrence or due to pandemics or epidemics concerns, as outlined by the World Health Organization, Organizer agrees to negotiate promptly and in good faith with the Sponsor in an effort to find other events.
- 13. **General.** Upon a party's reasonable request, the other party will, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

- The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
- 14. **Data rights.** Provided that Sponsor executes the applicable Standard Contractual Clauses required by EU Law, if applicable, Organizer may supply sponsor with registrant information for the Event for those registrants that have consented to having their information shared. Contingent on the execution of such clauses or if the parties determine that EU law does not require their execution, Sponsor shall have a limited right to use such information for its own internal marketing purposes, but shall not have the right to transfer such registrant information to any third party except as may be allowed by the terms of the applicable Standard Contractual Clauses.
- 15. Use of Marks. Neither party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other party's Marks except as expressly permitted under this Agreement or with the prior written consent of the other party, which will not be unreasonably withheld or delayed.
- 16. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in emailed to the email address set forth in the signature block of this Agreement. Such notices will be deemed effectively given when sent if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.
- 17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- Nondelegation. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent such other party will not unreasonably withhold or delay, provided, however, that Sponsor may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Organizer's consent to the successor to all or substantially all of its business to which this Agreement relates. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this paragraph is void.
- 19. **Binding on Successors; Third Party Beneficiaries Disclaimed.**This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. Except as may be expressly required by the General Data Protection Regulation, this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

- 20. Amendment and Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 21. **Illegality.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 22. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of District of Columbia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the District of Columbia Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the District of Columbia and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 23. Jury Trial Waived. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

# SIIA By Name: Carl Walker Title: CFO Email: cwalker@siia.net Sponsor By: Name: Title: Email: Date signed: Notes: