



SPONSORSHIPS

**MBA is offering the following sponsorship opportunities at our upcoming virtual conference
MBA Live: National Advocacy Conference, May 11-12, 2021**

PRESENTING SPONSOR \$12,500— (1 Available)

Presenting benefits include:

- Exclusive branding as the sole Presenting sponsor of the virtual conference which will include a pre-recorded introduction by a member or your team, company mention by moderator at the beginning and end of the session as well as logo on screen during.
- Acknowledgment as the Presenting sponsor in the opening and closing remarks and include sponsorship and introduction of the **Keynote General Session w/ Featured Speakers –TBA!**
- (10) complimentary registrations

MILLENNIUM SPONSOR \$8,500— (4 Available)

Millennium benefits include:

- Opportunity to choose one of the Millennium options below as sponsor opportunity which will include company mention by moderator at the beginning and end of the session as well as logo on screen during.

Choose (1) of the following:

Option 1: MBA Advocacy Social Event (hold)

Option 2: General Session w/ Featured Speaker (3 Available: Senator Raphael Warnock (D-GA), Representative Steve Stivers (R-OH) OR Senator Sherrod Brown (D-OH)

- (8) complimentary registrations

PLATINUM SPONSOR \$5,000— (3 Available)

Benefits include:

- Opportunity to choose one of the Platinum option as a sponsor opportunity which will include company mention by moderator at the beginning and end of the session as well as logo on screen during.
Choose (1) of the following:

Option 1: Ask The Experts Session

Option 2: Residential Policy Briefing

Option 3: CMF Policy Briefing

- (5) Complimentary Registrations

CONTRIBUTOR SPONSORSHIP \$3,000— (4 Available)

- (3) Complimentary Registrations

The following benefits included with **all** sponsor levels:

- Acknowledgment as sponsor during breaks and other designated sponsor portions of the live event
- Listing on the website and in all promotional emails as a sponsor
- Attendee list sent pre and post-show
- Branding in recorded and live version of conference



ORDER FORM

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

E-mail: _____ Phone: _____

Purchase Description: MBA Live NAC Sponsorship (please check one)

MBA Member Pricing:

PRESENTING (\$12,500) _____

MILLENNIUM (\$8,500) _____

PLATINUM (\$5,000) _____

CONTRIBUTOR (\$3,000) _____

Please sign/ date below and send to sponsor@mba.org

Printed Name: _____

Date: _____

Signature: _____

Non-members, please call for pricing.

Sponsor's Contract (Virtual Events)

A. Scope. This contract relates to the virtual event presented by the Mortgage Bankers Association ("MBA") as identified in the companion Sponsorship Application ("Application"). The completed Application incorporates by reference all of the terms of this Sponsor's Contract ("Contract"). In submitting a signed Application, Sponsor agrees to the terms set forth in this Contract. "Event" refers to the virtual MBA event referenced in the Application. "Sponsor" is an entity whose Application has been accepted by MBA. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for an Event becomes a binding contract upon MBA's issuance of a confirmation notice after receiving a fully completed Application and good funds in the full Sponsorship amount owed.

B. Terms of Sponsorship.

i) Sponsor agrees to sponsor the Event and to make a contribution in the amount and in the manner specified in the Application for the Sponsorship level selected by Sponsor. It is understood and agreed that Sponsor's sponsorship of the Event is not contingent upon any specific attendance levels at the Event. The payment schedule for the sponsorship contribution is set forth in the Application. To the extent that any portion of a payment under this Section would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Internal Revenue Code of 1986 (the "Code"), such portion of the payment shall be deemed and treated as a separate payment.

ii) During the term of this Contract, MBA hereby agrees to identify and acknowledge Sponsor as a sponsor of the Event at the level identified on the Application. Such identification and acknowledgment will include displaying Sponsor's corporate logo and certain other

identifying information [as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder] on the MBA Event website in connection with the Event, and on other appropriate promotional media and materials in connection with the Event.

iii) If Sponsor's level includes a specified number of complimentary registrations for the Event, complimentary access will be issued in the name of designated Sponsor employees only, and may not be traded to, and/or used by, nonemployees or non-registrants. If MBA finds that Sponsor's complimentary access has been used improperly, MBA may, at its discretion, terminate such access and/or prohibit Sponsor from future sponsorship opportunities.

C. Name and Logo Usage.

i) Sponsor hereby grants MBA a limited, non-exclusive, revocable license to use Sponsor's name, acronym, and logo for the sole purpose of identifying and acknowledging Sponsor's sponsorship of the Event. The placement, form, content, appearance, and all other aspects of such identification and acknowledgement shall be determined by MBA in its sole discretion, which determination shall not be unreasonable. Notwithstanding the foregoing, MBA will make commercially reasonable efforts to confer with Sponsor before making such decision(s).

ii) On or before applicable deadlines, Sponsor shall provide to MBA all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the Event.

iii) MBA hereby grants to Sponsor a limited, non-exclusive, revocable license to use MBA's name, acronym, and logo for the sole

purpose of promoting Sponsor's sponsorship of the Event.

iv) A party's name, acronym, logos and other trademarks ("Marks") are and will remain its property. Each party specifically warrants that it owns and has all necessary rights to the Marks it is licensing hereunder. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the other's Marks, nor revise or alter the Marks in any way. The Marks must be displayed in the same form (and colors) as provided by each party. Each party's right to use the other's Marks hereunder will terminate upon termination of this Contract, subject to Section G below.

D. Event Website Hyperlink.

During the term of this Contract, Sponsor shall be permitted to maintain an Internet hyperlink on the MBA Event website. In connection with such hyperlink, Sponsor agrees and acknowledges that MBA does not endorse, approve, certify, or control Sponsor's website or the content or data located on such site. Reference on the Sponsor website to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by MBA. MBA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such Sponsor content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable data security on its website.

E. Event Contact List.

MBA grants to Sponsor a non-exclusive, non-transferable, revocable limited license to use only once the Event attendee contact list ("Contact List"). Sponsor acknowledges and agrees that the Contact List shall remain the sole property of MBA. Sponsor further agrees that it will contact the

names on the Contact List only once and it will not disclose, directly or indirectly, the list source. Sponsor will not copy, disclose, distribute (including to Sponsor's affiliates), lease, sublicense, enter into a computer database for future use, modify or use the Contact List in creating a derivative work, use it for other mass mailings, or use or transfer it in any other form or manner, electronic or otherwise. To prevent the improper use of the Contact List, it is understood and agreed that the usage of the Contact List may be monitored by MBA using a combination of one or more methods of security (such as address seeding), to which Sponsor agrees. Sponsor agrees that all Contact List usage will be in compliance with all applicable laws and regulations, including those governing data privacy. Use of the Contact List other than as described in this paragraph may disqualify Sponsor from future sponsorship opportunities and may subject Sponsor to additional usage charges. **MBA MAKES NO WARRANTIES AS TO THE CONTENTS OF THE LIST, INCLUDING ITS ACCURACY OR COMPLETENESS.** Sponsor understands and acknowledges that in some cases MBA may require attendees to opt-in to have their contact information provided to third parties and in such cases, the Contact List will contain only those attendees who have done so.

F. Cancellation and Force Majeure.

i) Sponsor specifically recognizes that MBA will be harmed if Sponsor cancels its sponsorship at any time after this Contract goes into effect. Should Sponsor cancel participation at any time (except as permitted in Section G(i)(b) due to MBA's material breach) or fail to make any payment that becomes due, Sponsor forfeits all monies paid and all right to sponsorship benefits. Upon MBA's cancellation of the Event for any reason, the liability of MBA shall be limited to a refund of fees paid by Sponsor. In the event of any such cancellation, all rights, duties, liabilities, and

obligations hereunder shall terminate.

ii) Neither MBA nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, failure of the Internet, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism, or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

G. General Terms and Conditions.

i) The following shall govern term and termination of this Contract:

a. This Contract shall commence as specified in Section A above and will terminate upon fulfillment of the parties' obligations pertaining to the Event.

b. In the event either party commits a material breach of any provision contained herein which remains uncured after fifteen (15) days written notice specifying the breach, the non-breaching party may terminate this Contract with notice to the other. If MBA terminates this Contract due to Sponsor's breach, MBA will not refund any amounts paid.

c. Upon termination of this Contract, each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Contract is terminated following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event which may include continued use of Sponsor's name in printed materials related to the Event. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.

d. Upon termination of this Contract for any reason, and regardless of the timing of such cancellation, Sponsor will no longer have any right to any complementary products or

services that would otherwise have been provided to Sponsor including without limitation, complementary conference registrations.

ii) Sponsor agrees to indemnify and hold harmless MBA and its directors, officers, employees, and agents from any and all claims, damages, and losses, however incurred, and including reasonable attorneys' fees and costs, arising in whole or in part, from Sponsor's unauthorized use of the Contact List by Sponsor.

iii) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, WHETHER IN AN ACTION IN CONTRACT OR TORT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

iv) **SPONSOR ACKNOWLEDGES THAT THE MBA EVENT WEBSITE IS OPERATED ON AN "AS IS" BASIS, AND THAT MBA MAKES NO WARRANTY THAT THE SITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.**

v) Sponsor and MBA shall comply with all Federal, state and local laws and neither party has any responsibility for the other's compliance with applicable laws.

vi) It is not the intention of Sponsor or MBA that the parties exchange any confidential information during the term of this Contract. Should either party decide to share such information in its performance of this Contract, it shall so notify the other party, and if such party has no objection to receiving the information the parties will enter into an appropriate nondisclosure agreement.

vii) This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, MBA reserves the absolute right to enter into similar agreements with third parties

related to additional sponsorship opportunities for the Event.

viii) This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, D.C., which shall be the exclusive venue for any disputes relating to this Contract.

ix) This Contract may be amended or modified only by a writing executed by both parties hereto. Notwithstanding the foregoing, MBA shall have the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it reasonably considers necessary for the proper conduct of the Event, *provided, such new terms and conditions do not materially alter or diminish the contractual rights of Sponsor.*

xi) The failure of a party to enforce a term or condition of this Contract in one instance shall not be construed to limit that party's right to enforce the term or condition in any other instance. Neither shall it be construed to affect a waiver of any other term or condition of this Contract.

xii) Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without MBA's prior written consent.

xiii) All provisions of this Contract are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the agreement shall remain in full force and effect.

xiv) All rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity.

xv) The representations, warranties, limitation of liability, confidentiality, payment obligations, and indemnities set forth in this Contract shall survive the expiration or other termination hereof.

xvi) This Contract constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.