

CFA Institute Exhibitor and Sponsor List Agreement

Insert Contact Name: _____
Insert Company Name: _____
Insert Phone : _____
Insert E-mail: _____

Re: CFA Institute
Mailing List License Agreement

*Insert Company Name*_____. (“Licensee”) has requested a license to use CFA Institute’s proprietary mailing list of names and addresses of the Alternative Investments 2009 conference registrants (the “Mailing List”) for limited purposes pursuant to the terms of this Letter Agreement, and CFA Institute is willing to grant such license. Intending to be legally bound, Licensee and CFA Institute agree as follows:

1. CFA Institute hereby grants Licensee a limited personal, nontransferable, nonexclusive license to use the Licensed List for a single, one-time mailing which is germane to the interests of the Alternative Investments 2009 conference attendees and which does not, in the sole opinion of CFA Institute, tend to mislead, misinform or deceive or which may be distasteful in content or presentation. Licensee’s mailing pursuant to this license must be completed within six (6) months from CFA Institute’s sending of the Licensed List to Licensee or such license shall automatically expire.
2. Prior to use of the Licensed List, Licensee shall provide CFA Institute with a copy or description of all materials that will be mailed using the Licensed List (“Mailing Materials”). CFA Institute, in its sole discretion, may decline to approve any part of or all of such matter for mailing. When Licensee submits any such materials for CFA Institute’s approval, CFA Institute shall promptly send Licensee a response in writing via electronic mail.
3. Licensee shall provide CFA Institute’s Corporate Sales contact copies of any letters or other documents containing complaints or comments by the Alternative Investments 2009 conference attendees regarding the Mailing Materials within thirty (30) days following receipt thereof.
4. No Licensed List shall be used by Licensee for telephone, e-mail, facsimile or personal contact, unless initiated by a party receiving Licensee’s correspondence from the Licensed List.
5. Licensee agrees that trademarks of CFA Institute shall not be used in the trade names of non-affiliated organizations. These trademarks include: CFA, C.F.A., and CHARTERED FINANCIAL ANALYST. Organizations may reference these trademarks in a byline or text of the Promotional Materials; however, each such document shall contain the following notice: “CFA® is a registered service mark of CFA Institute. [Licensee] is not affiliated with CFA Institute.” Except as otherwise provided in this Agreement, neither the CFA Institute name nor any of its trademarks shall appear in any Mailing Materials, Promotional Materials, and/or Course Materials without the prior written approval of CFA Institute.

6. Licensee shall: (a) hold CFA Institute harmless against any damages or claim of damage, costs and reasonable attorney fees, arising out of any actual or alleged impropriety or illegality of any Mailing Materials and/or Promotional Materials; (b) not copy or otherwise reproduce the Licensed List, except for internal purposes by Licensee's staff or the Mail House (as defined below) related to the use permitted hereunder; and (c) not at any time assign or otherwise permit the Licensed List to pass into the hands of any other party, except an independent agent acting for the Licensee pursuant to this Agreement ("Mail House"). Any prohibited use by Licensee or agent acting for the Licensee shall constitute a material breach of this Agreement.

7. Licensee understands that the confidentiality of the Licensed List and the data contained within the Licensed List is of the utmost importance to CFA Institute. Accordingly, Licensee expressly agrees that it will not rent, sell, disclose or deliver to any person, party, firm, or corporation the Licensed List or the data contained within the list, other than to a Mail House, except as provided for in this Agreement or as expressly authorized by CFA Institute in writing. Licensee shall destroy the list within 30 days of its use.

8. If there is any violation of this Agreement, damages shall include a minimum of injunctive relief and such other relief as is authorized by law, including reasonable attorney fees, court costs and expenses.

9. The Exhibit and/or Sponsorship fees must be paid in full before exhibitor or sponsor is allowed access to the Licensed List.

10. CFA Institute's rights, including, but not limited to, common law and statutory rights of literary property, trademark, trade secret and copyrights in each Licensed List and the data contained within the list are not assigned or released as a result of this Agreement, but are specifically reserved and retained by CFA Institute, subject to the limited use permitted under this Agreement. Licensee shall not disclose or copy the Licensed List or use it except as expressly licensed herein.

11. CFA Institute will make every effort, but will not be liable for failure to meet scheduled delivery/mailling dates or errors in production.

12. This Agreement: (a) may not be assigned by Licensee without the written consent of CFA Institute; (b) shall be binding upon and inure to the benefit of the parties' lawful successors and assigns; and (c) shall be governed by the laws of the Commonwealth of Virginia.

13. This Agreement is effective as of the latter of the two dates below and can be terminated at any time by either party.

If you accept these terms, kindly countersign in the indicated space below and fax a copy of this Letter Agreement to me.

Sincerely,

Tom Sours

The foregoing is agreed to and accepted:

LICENSEE: _____

of

By: _____

Name: _____

Title: _____

Date: _____

Accepted by CFA Institute:

CFA Institute Authorized Signature

Acceptance:

Date: _____