EXHIBIT A

ISACA SPONSORSHIP TERMS AND CONDITIONS

I. GENERAL TERMS

a. Sponsorship Period. The term of this Agreement shall commence on the Effective Date and shall terminate on the Sponsorship End Date specified in the Agreement ("Sponsorship Period"), unless otherwise terminated as provided in this Agreement.

b. Fees. ISACA shall submit an invoice to Sponsor for all Sponsorship Fees. Unless otherwise agreed in writing between the Parties, Sponsor shall pay ISACA all Sponsorship Fees within thirty days of the date of invoice.

c. Termination. Either Party may terminate this Agreement immediately by written notice to the other Party: (a) if the other Party commits a non-remediable material breach; or (b) if the other Party fails to cure any remediable breach within thirty calendar days of being notified in writing of such breach. ISACA may terminate this Agreement for convenience at any time with thirty days written notice to Sponsor and a refund of all Sponsorship Fees. ISACA may terminate this Agreement where the Sponsor is reasonably believed to reside in an embargoed country or is subject to a trade restriction issued by the United States Government. In the event of termination, unless otherwise provided herein, each Party shall immediately cease all use of the other Party's trademarks and content, and shall immediately discontinue references in any manner to its relationship with the other Party.

d. Intellectual Property.

1. Sponsor Trademark and Content License. ISACA acknowledges Sponsor's exclusive right, title and interest in its copyrights, trade names, trademarks, trade dress, and other indicia of existence and intellectual property owned by Sponsor and any and all goodwill therein. Subject to the terms and conditions of this Agreement, ISACA hereby grants to Sponsor a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free right and license to use Sponsor's trademarks ("Sponsor Trademarks"), as well as reproduce, distribute, perform, display and create derivative works from any materials, slides, or other items created by or on behalf of Sponsor ("Sponsor Content") in any media now known or hereinafter developed, solely for the purpose of promoting the sponsorship benefits specified in the Agreement ("Sponsorship Benefits"). All rights and licenses of any kind in Sponsor Trademarks and Sponsor Content that are not expressly granted in this Agreement are exclusively reserved to Sponsor.

2. Non-Disparagement. Neither Party shall make any disparaging remarks or statements, either directly or indirectly, about the other Party to any third party.

3. Confidential Information. Confidential Information means information that One Party discloses to the other Party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient lawfully receives without restriction, that becomes public through no fault of the recipient, or that was independently developed by the recipient. Neither Party will disclose the terms of this Agreement to any third party unless specifically authorized by the other Party in writing. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information when required by law or when giving reasonable notice to the donor, if permitted by law. Upon termination or expiration of this Agreement, recipient will, upon written direction of the donor, return or destroy such Party's Confidential Information. The Parties' interest to protect Confidential Information hereunder shall survive any expiration or termination of this Agreement, and shall extend for a period of two years from the date of disclosure of the Confidential Information.

4. Sponsor Trademarks and Sponsorship License. ISACA shall have a right of approval over Sponsor's use of the ISACA Trademarks, including but not limited to its use in any advertising, promotional, marketing or related materials, in all media now known or hereafter devised as permitted by this Agreement (collectively the "Marketing Materials"). Sponsor shall give ISACA an opportunity to review Marketing Materials that it prepares prior to their dissemination to the public. Unless otherwise agreed in writing, ISACA shall have ten business days from the date and time of receipt to review and submit written approval, which shall not be unreasonably withheld, of all Marketing Materials. If ISACA fails to submit written approval or rejection of Marketing Materials within ten business days, such Marketing Materials shall be deemed rejected. A fax or an email shall be deemed a "writing" for the purposes of any written approval required hereunder and shall be deemed submitted as of the time it is received.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

f. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.

g. Severability. If any provision of this Agreement is held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

h. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.

i. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.

j. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.

k. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.

l. Governing Law and Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.
be responsible for the payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

5. Press Release. No Party hereunder may issue any press release concerning this Agreement or the terms hereunder without the prior consent of the other Party.

6. Assignment. The Parties may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, by change of control or by operation of law, any rights or obligations under this Agreement, without the prior written consent of the other party, except if a Party sells all or substantially all of its assets or ownership interests to a third party.

7. No Exclusivity. The Parties hereto agree that each Party will be free to enter into other agreements with third parties, whether or not these third parties are in competition with the other Party.

8. Waiver. No Party hereto shall be deemed to have waived any right or remedy provided for hereunder, except by written agreement, and signed by the Party against whom such waiver is sought.

9. Force Majeure. Neither Party shall be liable for any delay or failure to perform any obligation hereunder caused by circumstances beyond its reasonable control including without limitation, fire, flood, disease, strike, lockout or other labor difficulties, riot, acts of God, war, terrorism, civil or military authorities, orders, regulations or direction by public authority ("Force Majeure Event") for such a period of time as such event continues, provided that the Party prevented from performing uses reasonable efforts to perform such obligation once such event has ceased.

10. Survival. The Parties obligations under Sections of this Agreement titled "Sponsor Trademark and Content," "Sponsor Indemnification," "Non-Disparagement," "Confidentiality," "Disclaimer, "Limitation of Liability," "Miscellaneous," "Lead Data" and "Podcast Content Ownership and Assignment" shall survive the termination or expiration of this Agreement.

11. Entire Agreement. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

II. ADDITIONAL SPONSORSHIP TERMS FOR PODCASTS, VIRTUAL EVENTS, BLOGS, AND WEBINARS

(a) Sponsorship Obligations:

1. Unless otherwise agreed between the Parties, Sponsor shall provide the Sponsor Trademarks, the name, job title, organization name, professional biography, and photograph of speakers ("Speaker Details") to ISACA in electronic form in requirements to be specified by ISACA as soon as practicable after acceptance of this Agreement but in any event no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

2. Unless otherwise agreed between the Parties, Sponsor will provide a link and PDF copy of its privacy policy and contact information for its privacy officer or equivalent position to ISACA no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

3. Sponsor will provide ISACA with a Speaker Release Agreement executed by the Sponsor’s speaker(s) no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

4. Speaker(s) will be a subject matter expert on the topic of the Webinar, Virtual Event, or Podcast.

5. For Webinars and Virtual Events, no more than three slides within Sponsor’s Content may be devoted to Sponsor’s products or services. Unless otherwise agreed between the Parties, Sponsor will provide all slides, data, and polling questions to accompany the Speaker’s presentation, and any other applicable Sponsor Content, to ISACA in a format specified by ISACA (specifically slides branded by ISACA shall be used by Sponsor) no later than ten business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

6. Sponsor acknowledges that ISACA, at its sole discretion, may decline to display, publish or link to any Sponsor Content. For Webinars and Virtual Events, polling questions provided by the Sponsor shall be germane to the topic of the Webinar or Virtual Event and shall not ask for any personally identifiable information.

(b) ISACA Obligations:

1. If applicable as a Sponsorship Benefit, within five business days after completion of the Webinar, Virtual Event, or Podcast, where permitted by applicable law, ISACA will provide to Sponsor corresponding to Webinar, Virtual Event, or Podcast registrants, which includes, name, company, address, job title, professional activity, industry, company size, phone number, and email address ("Lead Data").

2. Sponsor shall provide ISACA with a Speaker Release Agreement no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

3. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys’ fees) suffered or incurred by ISACA as a result of any third-party claims relating to Sponsor's use of Lead Data in violation of this Agreement.

(c) Lead Data:


2. Sponsor may only use the Lead Data to send communications regarding the products and/or services of the Sponsor ("Marketing Email") via email ("Marketing Email") or via post mailings ("Marketing Mail"), providing such Marketing is permissible under the Data Protection Laws, and sent in accordance with these Terms, the the Event Roster Policy (attached hereto as Exhibit D), and Sponsor’s then-current Privacy Policy. All Marketing Email and Marketing Mail shall include a clear, conspicuous and simple mechanism for recipients to opt-out of receiving future Marketing Mail or Marketing Email. Any Marketing Mail must comply with all Data Protection Laws, and provide an opt-out for mailings from the Sponsor or, alternatively, direct recipients to www.dmchoice.org where they may opt-out of solicitations by mail. Sponsor shall not classify registrants as customers, unless the Sponsor has received the registrants’ Lead Data from a source outside of ISACA. Where a registrant opts-out of receiving Marketing Mail and/or Marketing Mail, Sponsor agrees to stop using and collecting the registrant’s Lead Data and to delete it, unless retention of the Lead Data is required by law.

3. Sponsor shall not share the Lead Data with any third parties unless expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government Request, and shall take commercially reasonable technical, organizational and security measures to protect the Lead Data.

4. Premium level sponsors (Bronze level and above), may use pre-conference and post-conference Lead Data for a one-time email or direct mail contact, to the extent permissible under the applicable law. Premium level sponsors may also be provided with attendee phone numbers, to the extent provided by the registrant, which may be used for a one-time contact, to the extent permissible under the applicable law. Sponsor is required to enable a conference attendee to opt-out of receiving Marketing Mail at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any Marketing Mail and the Sponsor’s privacy policy, and must be easy to request.

5. To the extent any Lead Data includes personal information about data subjects located in the European Economic Area, Switzerland or the United Kingdom (collectively "EEA Lead Data"), Sponsor agrees to be bound by the Controller to Controller Standard Contractual Clauses ("SCCs"), attached hereto as Annex 2, which are incorporated by reference into this Agreement in respect to any transfer of EU Lead Data from ISACA to Sponsor ("Restricted Transfer"). These SSCs shall come into effect upon the commencement of the relevant Restricted Transfer. If, after the effective date of this Agreement, the European Commission issues new SCCs, the parties agree, as evidenced by their signatures below, that new SCCs shall apply to any EEA Lead Data. Such action will not invalidate or render this Agreement unenforceable. To the extent the European Commission finds reliance on SCCs is not valid transfer mechanism for transfers of EU Lead Data, either directly or via onward transfer to a party acting in the United States, the parties agree to promptly meet and determine a valid transfer mechanism.

6. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys’ fees) suffered or incurred by ISACA as a result of any third-party claims relating to Sponsor’s use of Lead Data in violation of this Agreement.

(d) Sponsor Insurance:

1. Sponsor shall, throughout the Sponsorship Period and for two (2) years thereafter, maintain in full force and effect at its own expense Network Security or Privacy Liability insurance with a minimum of Five Million Dollars ($5,000,000) per claim. This insurance shall cover liability for financial loss arising from: (a) breaches of security; (b) breach of federal, state, or foreign data security or privacy laws or regulations; (c) data theft, damage, destruction, or corruption; (d) identity theft or other unauthorized access or use, or theft of personally identifiable information or Confidential Information; (f) transmission of a computer virus or other type of harmful code; or (e) participation in a denial of service attack on a third party. Such insurance must address loss caused by any Sponsor personnel, whether or not in the scope of employment or agency. ISACA shall be named as an additional insured under any policy or policies. On ISACA’s request, Sponsor shall provide ISACA with a certificate from the insurer confirming the existence of the aforementioned insurance, which certificate will provide that the insurer will not terminate, cancel or materially modify such insurance coverage without thirty days’ prior written notice to ISACA.

(e) Podcast Disclaimer:

1. The Parties agree that the following Disclaimer will be reproduced on the Sponsor Content. THIS PODCAST IS PROVIDED “AS IS” AND “WITH ALL FAULTS.” NEITHER ISACA OR SPONSOR MAY MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR PERFORMANCE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. FURTHER, IN NO EVENT SHALL ISACA OR ITS SUBSIDIARIES, PARENTS AND AFFILIATES, AND THE OWNERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH BE LIABLE OR RESPONSIBLE TO ANY THIRD PARTY WITH RESPECT TO THIS PODCAST.

(f) Podcast Content Ownership and Assignment:

1. In the event that ISACA creates content, assembles, coordinates or facilitates the creation of content, for the Podcast ("Podcast")
ADDITIONAL CONFERENCE SPONSORSHIP AND EXHIBIT TERMS

a. Sponsorship Obligations.
   1. Unless otherwise agreed between the Parties, Sponsor shall provide the Sponsor Trademarks and Sponsor’s contact information for publication on the White Paper, to ISACA in electronic form in requirements to be specified by ISACA as soon as practicable after acceptance of this Agreement but in any event no later than twenty-five business days prior to the Intended White Paper Publication Date, and no later than three business days prior to the Intended White Paper Publication Date.
   2. Unless otherwise agreed between the Parties, Sponsor shall provide a link and PDF copy of its privacy policy and contact information for its privacy officer or equivalent position to ISACA no later than twenty-five business days prior to the Intended White Paper Publication Date, and no later than three business days prior to the Intended White Paper Publication Date.

b. White Paper Content Ownership and Assignment.
   ISACA will create content, assemble, coordinate or facilitate the creation of content, for the White Paper (the “White Paper Content”), and, as between the Parties, ISACA shall own all right, title and interest, including but not limited to the copyright in and to the White Paper Content, which shall be considered ISACA Content under this Agreement. Sponsor hereby irrevocably assigns to ISACA all copyright ownership and interest in any jointly created White Paper Content. Furthermore, Sponsor acknowledges and agrees that all White Paper Content was created on behalf of ISACA and Sponsor and hereby irrevocably assigns to ISACA all right, title and interest to the White Paper Content. Sponsor will provide the White Paper Content to ISACA as directed by ISACA and ISACA will include all copyright and trademark ownership and interest, all moral rights associated with the creation of the White Paper Content, and any other intellectual property or other rights associated with the White Paper Content. This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute copies, publicly display, adapt, prepare derivative works, make, use, sell or otherwise make use of the White Paper Content throughout the world in any form or medium now or hereinafter known or devised. Sponsor hereby waives in favor of ISACA, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that Sponsor may now or later have to the White Paper Content. Except as otherwise provided under this Agreement, no rights in the White Paper Content, including without limitation any copyright, trademark, or other intellectual property rights in the White Paper Content, shall be retained by Sponsor, nor shall there be any reversion of those rights to Sponsor in the future. To the extent that the White Paper Content contains any Sponsor Trademarks, Sponsor hereby grants to ISACA a worldwide, non-exclusive, royalty-free, perpetual and irrevocable right and license to use Sponsor Trademarks solely as contained within the White Paper Content.

IV. ADDITIONAL WHITE PAPER SPONSORSHIP TERMS (Terms only apply to White Paper Sponsorship Agreements)

a. Payment and Cancellation.
   Unless otherwise agreed in writing between the Parties, fifty percent of the Sponsorship Fee for any event or exhibit will be invoiced upon acceptance of the Agreement. Sponsor shall pay ISACA all invoices within thirty days of the date of invoice. The balance of the Sponsorship Fee for any event or exhibit is due thirty days prior to the commencement of the Conference. If the Agreement is executed less than thirty days prior to the Conference, then the entire amount shall be paid upon execution of this Agreement. Sponsors cancelling after thirty days prior to the Conference start date will not receive any refund. ISACA reserves the right to require payment from a sponsor for all past due amounts owing to the ISACA prior to the Conference. If such amounts are not paid, then ISACA may apply to those accounts any Sponsorship Fee collected for the Conference and may cancel the Conference. ISACA reserves the right, in its sole discretion, to refuse or revoke acceptance of any agreement at any time, including onsite at the Conference.

b. Space Assignments.
   ISACA provides space to the Conference on a first-come, first-served basis per sponsorship level. ISACA shall use its best efforts to locate the exhibit space in one of the locations designated by Sponsor on this Agreement, and to provide physical proximity or separation from spaces of other specified sponsors, as requested on this Agreement. Notwithstanding the above, ISACA reserves the right to assign exhibit spaces so as to best meet the needs of all sponsors and the Conference and to change location assignments at any time, in its sole discretion, in the best interests of the Conference. ISACA also reserves the right, in its sole discretion, to make such changes as it deems advisable.

c. Protection of Premises.
   Sponsor hereby acknowledges and agrees to adhere to and be bound by (a) all applicable fire, utility, and building codes; (b) all applicable rules, regulations and policies of the Venue; and (c) reasonable instructions and directions from ISACA. ISACA reserves the right to enter the展出 space at any time during the show without a written pass supplied by ISACA and supported by proper credentials. All packages, cases, etc., are subject to examination before removal.

d. Exhibit Hall Hours.
   ISACA reserves the right to set and limit the hours of the exhibition, which shall be noted in the official program of the Conference.

e. Storage of Packing Crates and Boxes.
   Exhibits is initiated prior to the appointed time, ISACA may charge an additional USD $500 to the Sponsor. Such amount will be due thirty days after invoiced by ISACA. All materials and equipment used in connection with the exhibit must be completely packed and ready for removal or shipment on the final day of the exhibition at the designated time, unless the Venue grants permission for longer storage or special handling.

f. Exhibit Regulations.
   Sponsor shall use its exhibit space for the sole purpose of describing and demonstrating its products and services. Each display area assigned to Sponsor must be staffed by an employee or representative of the exhibiting company at all times during exhibit hours. Exhibits and/or Sponsoring products and/or services, (including any subcontractors and/or agents, products or services, and/or representatives) shall be limited to those products and services, and/or representatives, products or services, for which Sponsor shall be responsible. Sponsor personnel shall wear proper badge identification, as provided by ISACA, prominently displayed, plus have corporate identification available for viewing by ISACA, Conference security, or any official contractor of ISACA, at all times. Unless otherwise agreed in writing between the Parties, each display booth will be entitled up to three complimentary expo hall badges for use by Sponsor’s personnel. Additional expo hall badges are available at a cost of USD $300 per badge.

g. Security.
   ISACA shall be responsible for the loss of any Sponsor’s property or materials by or for any cause. Sponsors must make provisions for safeguarding their goods, materials, equipment, and display at all times, and Sponsors are urged to carry their own insurance through their own sources at their own expense. No package may be removed from the exhibit hall during the show without a written pass supplied by ISACA and supported by proper credentials.

h. Assignment and Sublease.
   Sponsor may assign, sublet, or share the whole or any part of the space allotted without the prior written consent of ISACA. Sponsor may not display goods other than those manufactured or handled by that Sponsor in the regular course of business or which are required to demonstrate or utilize Sponsor’s products or Services. Only the signage of the company whose name appears on this Agreement may be placed on the booth or appear on any printed list of Sponsors. No company not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.

i. Failure to Open Exhibit.
   In the event that the premises of the Venue are damaged or caused, or the Conference fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, terrorism, emergency declared by any government agency, or
n. **No Endorsement.** This Agreement confers only a limited license by ISACA to Sponsor to use one or more exhibit space(s) to be assigned by ISACA for exhibition purposes at the Conference. It does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of Sponsor or its products or services, or in any manner to create an agency relationship between ISACA and Sponsor.

o. **Licenses, Permits and Insurance.** ISACA’s sole responsibility and obligation under this Agreement is to permit Sponsor to use the assigned exhibit space for the purposes and under the terms and conditions described herein. The exhibit, and its installation, maintenance, and breakdown shall be solely the responsibility of Sponsor. Sponsor warrants that it shall, at its own expense, obtain any and all necessary or appropriate licenses, permits, and insurance required for the installation, maintenance, and breakdown of its exhibit(s) and for any of Sponsor’s employees or agents associated with the exhibit(s), and that it shall pay all taxes, fees, and costs incident thereto. Sponsor and its third-party representative shall be fully responsible for any and all damages to property owned by Venue which results from any act or omission of Sponsor and/or its third-party representative. Sponsor and its third-party representatives shall be solely responsible for damage to their own property while on the premises. ISACA and Venue shall not be liable for any damage to such property. In addition, Sponsor shall, throughout the Sponsorship Period, maintain in full force and effect at its own expense worker’s compensation insurance with statutory limits of coverage, employer’s liability insurance, and comprehensive general liability insurance with broad form endorsement, with combined single limits of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 annual aggregate providing coverage for operations and contractual liability with respect to liability assumed by Sponsor hereunder and ISACA shall be named as an additional insured under such policy or policies. On ISACA’s request, Sponsor shall provide ISACA with a certificate from the insurer confirming the existence of the aforesaid insurance, which certificate will provide that the insurer will not terminate, cancel or materially modify such insurance coverage without thirty (30) days’ prior written notice to ISACA.

p. **Sponsor Exhibit Indemnification.** Sponsor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless ISACA and the Venue and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys’ fees arising out of or caused by Sponsor’s installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of ISACA or the Venue. In addition, Sponsor acknowledges that neither the ISACA or the Venue maintains insurance covering Sponsor’s property and that it is the sole responsibility of the Sponsor to obtain insurance in the form of business interruption and property damage insurance covering such losses by Sponsor. Sponsor shall be fully responsible to pay for any and all damages to property owned by ISACA or the Venue, its owners or managers which results from any act or omission of Sponsor.

q. **Sponsor Meetings and Social Events.** In the interest of the success of the Conference, Sponsor agrees not to extend invitations, call meetings, or otherwise invite or encourage the absence of attendees from the Conference area during the official hours of the Conference. Sponsor’s hospitality events shall not conflict with Conference educational sessions, events and receptions.

r. **Photography and Recordings.** Photographs and other recordings taken by ISACA or ISACA’s contractors during the Conference may be used by ISACA for promotion and publicity purposes in any and all media without time or territorial limitation.

s. **Lead Data.**

1. In relation to its processing and use of Lead Data, Sponsor shall comply with all applicable laws, rules, regulations, governmental opinions and orders, and self-regulatory programs and guidelines (“Data Protection Laws”), including, without limitation, the GDPR, the ePrivacy Directive and the EU member states implementing legislation relating thereto, the CAN-SPAM Act, the Telephone Consumer Protection Act (47 U.S.C $227) and associated implementing regulations (47 C.F.R. § 64.1200), including all regulatory guidance issued by the Federal Communications Commission; the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. § 6101) and associated implementing regulations under the FTC’s Telemarketing Sales Rule (16 CFR Part 310); state and local telemarketing and telephone solicitation laws, rules, regulations, opinions, and orders; and industry standards and guidance, including without limitation the Mobile Marketing Association (“MMA”) Consumer Best Practices Guidelines and Code of Conduct for Mobile Marketing and the Direct Marketing Association’s “Guidelines for Ethical Business Practice” (http://thedyoa.org/wp-content/uploads/DMA_Guidelines_1, January_2014.pdf), the General Data Protection Regulation (EU/2016/679) (GDPR), and any related national laws, regulations and secondary legislation, and the national laws and regulations implementing Directive 2002/58/EC (ePrivacy Directive).

2. Sponsor may only use the Lead Data to send communications regarding the products and/or services of the Sponsor (“Marketing”) via email (“Marketing Email”) or via post mailings ("Marketing Mail"), providing such Marketing is permissible under the Data Protection Laws, and sent in accordance with these Terms, the the Event Roster Policy (attached hereto as Exhibit D), and Sponsor’s then-current Privacy Policy. All Marketing Email and Marketing Mail shall include a clear, conspicuous and simple mechanism for recipients to opt-out of receiving future mailings from Sponsor, and shall otherwise comply with the Data Protection Laws. Any Marketing Email must comply with all Data Protection Laws, and provide an opt out for mailings from the Sponsor or, alternatively, direct registrants to www.dmachoice.org where they may opt out of solicitations by mail. Sponsor shall not classify registrants as customers, unless the Sponsor has received the registrants’ Lead Data from a source outside of ISACA. Where a registrant opts-out of receiving Marketing email and/or Marketing Mail, Sponsor agrees to stop using and collecting the registrant’s Lead Data and to delete it, unless retention of the Lead Data is required by law.

3. Sponsor shall not share the Lead Data with any third parties unless expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government request, and shall take commercially reasonable technical, organizational and security measures to protect the Lead Data.

4. Premium level sponsors (Bronze level and above), may use pre-conference and post-conference Lead Data for a one-time email or direct mail contact, to the extent permissible under the applicable law. Premium level sponsors may also be provided with attendee phone numbers, to the extent provided by the registrant, which may be used for a one-time contact, to the extent permissible under the applicable law. Sponsor is required to enable a conference attendee to opt-out of receiving Marketing Mail at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any Marketing Mail and the Sponsor’s privacy policy, and must be easy to request.

5. To the extent any Lead Data includes personal information about data subjects located in the European Economic Area, Switzerland or the United Kingdom (collectively “EEA Lead Data”), Sponsor agrees to be bound by the Controller to Controller Standard Contractual Clauses ("SCCs"), attached hereto as Annex 2, which are incorporated by reference into this Agreement in respect to any transfer of EU Lead Data from ISACA to Sponsor ("Restricted Transfer"). These SCCs shall come into effect upon the commencement of the relevant Restricted Transfer. If after the effective date of this Agreement, the European Commission issues new SCCs, the parties agree, as evidenced by their signatures on this Agreement, that new SCCs will apply to any EU Lead Data. Such action will not invalidate or render this Agreement unenforceable. To the extent the European Commission finds reliance on SCCs is not a valid transfer mechanism for transfers of EU Lead Data, either directly or via onward transfer to a party located in the United States, the parties agree to promptly meet and determine a valid transfer mechanism.

6. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys’ fees) suffered or incurred by ISACA as a result of any third-party claims relating to Sponsor’s use of Lead Data in violation of this Agreement.
ANNEX 1
ISACA TRADEMARK USE GUIDELINES

ISACA is willing to grant use of the ISACA Trademarks for the purpose of this Agreement subject to the following limitations ("Trademark Use Guidelines"). The following Trademark Use Guidelines govern the use of ISACA Trademarks licensed to any Party. Please contact ipinfo@isaca.org or contracts@isaca.org for inquiries on use of the ISACA Trademarks. Your ability to use the ISACA Trademarks may be revoked at will by ISACA and will in any case be revoked at the termination or end of the Agreement.

1. Acceptable Uses.
   1. All ISACA Trademark uses are subject to the specific terms of any active agreement whereby ISACA has granted use of the ISACA Trademarks.
      a. The ISACA Trademarks may be used by authorized licensees solely in connection with the Sponsorship Activities.
   2. Required with Use. The ISACA Trademarks that are designs or logos may only be used where ISACA provides a graphic file to the licensee. Where any ISACA Trademark is used, you must include the following verbiage: “[Insert Applicable Trademark] is a trademark of the Information Systems Audit and Control Association, Inc. ("ISACA"), registered in the United States and other countries. www.isaca.org”
   3. Required Branding for Source of Services or Sale of Goods. Licensees must always indicate in all marketing materials that it is the entity reselling or providing services pursuant to a license issued by ISACA.
   4. ISACA Trademark that Corresponds to Appropriate Training or Services. Licensees that are authorized to offer specific goods or services in connection with the ISACA Trademarks may only use the ISACA Trademarks applicable to the specific goods or services that the licensees are authorized to offer. All offerings for any ISACA products must indicate that the product source is ISACA. ISACA products may not be branded or rebranded with the trademarks of any other company. ISACA PRODUCTS MAY NOT BE BRANDED WITH THE TRADEMARKS OF ANY LICENSEE.
   5. Prohibited Uses and Conduct.
      a. The ISACA Trademarks may not be displayed as a primary or prominent feature on any materials that do not originate from ISACA.
      b. Licensees shall not alter the appearance of ISACA Trademarks. ISACA Trademarks must stand apart and must be surrounded by empty space to avoid unintended association with any other objects including, but not limited to, type, photography, borders, and edges. Licensees may not use ISACA Trademarks as a feature or design element of any other design, trademark or logo.
      c. Registration and modification of ISACA Trademarks is prohibited. Where the registration or modification of ISACA Trademarks is attempted or performed, any right to use all ISACA Trademarks will immediately cease.
      d. Use of any ISACA Trademark that falls outside of the stated parameters of these Trademark Use Guidelines, will result in immediate revocation of the licensee’s ability to use ISACA Trademarks.
      e. Use of the ISACA Trademarks that in any way that, in ISACA’s sole business judgment and discretion, may diminish or damage the goodwill in ISACA’s name.
      f. Any action that interferes with any of ISACA’s rights in or to the ISACA Trademarks or ISACA’s other intellectual property rights, including ISACA’s ownership or exercise thereof;
      g. Any challenge any right, title, or interest of ISACA in or to the ISACA Trademarks or ISACA’s other Intellectual Property Rights;
      h. Any claims or any actions adverse to ISACA’s ownership of the ISACA Trademark or ISACA’s other Intellectual Property Rights;
      i. Any registration or applications for registrations, anywhere in the world, for the ISACA Trademarks or any other trademark that is similar to the ISACA Trademarks or any other trademark used by ISACA or that incorporates any ISACA Trademarks in whole or in confusingly similar part;
      j. Use any trade or service mark, anywhere, that is confusingly similar to the ISACA Trademarks or any other trademark that is used by ISACA; and
      k. Use an ISACA Trademark or anything confusingly similar thereto, as, or incorporated into a domain name, social media username, handle, or account, or URL without prior written consent from ISACA.
1. Obligations of the data exporter
The data exporter warrants and undertakes that:
(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause 3, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

2. Obligations of the data importer
The data importer warrants and undertakes that:
(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
(d) It will process the personal data for purposes described in Annex 2(B), and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause 1(e).
(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 3(there may include insurance coverage).
(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
(h) It will process the personal data, at its option, in accordance with:
(i) the data protection laws of the country in which the data exporter is established, or
(ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
(iii) the data processing principles set forth in Annex 2(A).
Data importer to indicate which option it selects: (i) the data protection laws of the country in which the data exporter is established.
(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
(j) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
(k) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
(l) data subjects have been given the consent to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
(m) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

3. Liability and third party rights
(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e., damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses clause 1(b), clause 1(d), clause 1(e), clause 2(a), clause 2(c), clause 2(d), clause 2(e), clause 2(h), clause 2(i), clause 3(a), clause 5, clause 6(d) and clause 7 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).
4. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause 2(h) which shall apply only if so selected by the data importer under that clause.

5. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible.

6. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to clause 6(a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible is of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed; or the data importer is an individual; a voluntary arrangement is commenced by it; or any event analogous to any of the foregoing events occurs in the country of establishment of the data importer.

(c) Either party may terminate these clauses if

(i) any Commission positive adequacy decision under Article 25 of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or

(ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause 6(c)) does not exempt them from their obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

7. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex 2(B), in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

8. Description of the transfer

The details of the transfer and of the personal data are specified in Annex 2(B). The parties agree that Annex 2(B) may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 1(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex 2(B) may, in the alternative, be drafted to cover multiple transfers.

Annex 2(A)

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex 2(B) or subsequently authorized by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of establishment of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The data importer shall be entitled to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause 2.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) such decisions are made by the data importer in entering into or performing a contract with the data subject, and (ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that party, or

(b) where otherwise provided by the law of the data exporter.

Annex 2(B)

DESCRIPTION OF THE TRANSFER

Data subjects. The personal data transferred concern the following categories of data subjects:

Individuals that register for webinar, events or other trainings sponsored by ISACA, data exporter, which are also co-sponsored by data importer.

Purposes of the transfer(s). The transfer is made for the following purposes:

Importer is a co-sponsor of exporter’s webinar, training or other event.

Categories of data. The personal data transferred concern the following categories of data:

Registrant’s name, company, address, job title, professional activity, industry, company size, phone number, and email address (“Lead Data”).

Recipients. The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Importer shall not share the personal data disclosed under the Agreement with any other parties, unless expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government.

Sensitive data (if appropriate). The personal data transferred concern the following categories of sensitive data: Not applicable.
ANNEX 3
ADVERTISING URL POLICY

For electronic advertising that directs the user to a URL, the landing page must include a link to the advertiser’s privacy policy and, if the advertiser is collecting personal information on the page (including contact information or unique identifiers), the page must be secure (https://).

Embedded tracking URLs may be used only for monitoring email and website analytics, such as measuring impressions, clicks, and other user engagement activity. No directly identifiable information may be collected or used, and Java script code may not be added. URLs are subject to approval by ISACA.

Information Needed
☐ Is a tracking URL being used: ☐ Yes ☐ No
☐ Specific information the URL is tracking:
   Example: Clicks, impressions, originating website, campaign, conversions, content tags, etc.
☐ Statement that no contact information of ISACA site visitors or email recipients will be tracked: ____________________________________________
☐ URL tracking tool(s) used (eg, Bit.ly or Google Analytics): __________________________________
☐ Country/Countries to where the URL transmits data:
   Example: Data from the link gets transmitted to a data center in Ireland.
☐ Email Placements or Website Run-of-Site tracking URL to be used:
   Example: @AGLANCE, @ISACA, @NEXUS, @JOURNAL, Website ROS - for website ROS please specify the specific months your ad will be on the website.

If the above information changes, please note that it is your responsibility as the sponsor to update ISACA of the changes. Please note as well that it is your responsibility to comply with privacy and tracking technology-related requirements, including in relation to European Economic Area (EEA) data subjects, or other legislation and regulations, as applicable.
ISACA strives to provide continuing education and information to its Members, and to help business technology professionals and their enterprises around the world realize the positive potential of technology. The purpose of this Policy is to help you create advertisements campaigns that align with our advertising policies. These policies are designed not only to abide by laws but to ensure a safe and positive experience for our Members.

Review Process
To maintain the professionalism and integrity of ISACA, ad will not run until approved through our ad review process, which checks your ad against the policies detailed below. If your ad is rejected, we will notify you of the reason and you can edit your ad to comply with our policies and resubmit.

Prohibited Content
- Inappropriate Content. We value diversity and respect for others, and we strive to avoid offending users, so we do not permit ads or destinations that display shocking content or promote hatred, intolerance, discrimination, or violence. Ads must use language appropriate for professionals, and use correct spelling and grammar.
- Prohibited Products. We do not allow the promotion of products or services that cause damage, harm, or injury. Ads for fake documents and related services are prohibited. We do not advertise adult content, alcohol, copyrighted content, counterfeit goods, drugs and related products, fake documents, gambling, hacking and cracking, health matters, occult pursuits, political or religious content, scams, questionable downloads, tobacco, weapons, and fireworks.
- Educational Programs. Advertisers cannot advertise an educational program such as a degree program or certification program as that is in competition with ISACA. All direct competitor advertising, e.g., ISACA-related certification training and review manual ads, is prohibited in online advertising and sponsor copy. Such competitor advertising is accepted for print advertising in the Journal.
- Upcoming Conferences or Seminars. Advertisements for conferences and seminars held within 30 days of ISACA conferences are prohibited.
  - However, advertising of a similar conference/seminar by advertisers who are not formally affiliated with ISACA is permissible if the conference/seminar is not being held in the same state, province or country as one that is sponsored by ISACA either two months prior to or one month after an ISACA multiday event.
- Copyright Infringement. Ads must not use copyrights belonging to third parties unless express permission has been granted by the copyright owner.

Prohibited Practices
- Trademarks. Advertisers shall not use trademarks in your ads that you are not legally permitted to use.
- Clickbait. Advertiser shall not deceive, confuse or otherwise degrade the experience of members who click on their ad. The domain of your Display URL must match the domain of your Destination URL. All members must be sent to the same destination URL and landing page from a click on your ad. Advertisers must not send members to a landing page that generates a pop-up. For electronic advertising that directs the user to a URL, the landing page must include a link to the advertiser’s privacy policy and the page must be secure (https://).
- Phishing. You may not use an ad to promote a website that tricks a user into providing personal or other information.

ISACA requires that advertisers comply with all applicable laws, regulations, industry codes and this Policy and any other applicable ISACA guidelines. We recommend that you familiarize yourself with and keep up to date on these requirements for the places where your business operates. Privacy. Advertisers are responsible for complying with applicable privacy and data protection laws and regulations.

Advertisements are subject to ISACA’s final approval. All questions about acceptance should be directed to the ISACA advertising team. When ISACA finds content that violates the requirements described in this Policy, we may block it from appearing, and in cases of repeated or egregious violations, we may stop you from advertising with us. This Policy may change at any time.
The security, protection and confidentiality of the personal information of ISACA members and conference attendees is of utmost concern to ISACA. As a sponsor and/or exhibitor at an ISACA conference, the attendee list will be provided to you and will contain the following personal information about each attendee: name, company name, address (city, state, country) and an email address, if provided by the attendee (“Lead Data”). This policy outlines the basic guidelines that sponsors and exhibitors must follow in their use, storage and retention of the Lead Data provided by ISACA. To the extent ISACA has entered into a Sponsorship Agreement with you, this Roster Policy supplements the provisions of the Sponsorship Agreement.

Data Provided by ISACA
ISACA will provide Lead Data as described below. A Sponsor or exhibitor who receives Lead Data from ISACA shall not transfer or share the Lead Data with any other party. The Lead Data consist of:

- **Pre-conference Attendee Roster:** Information provided by ISACA includes the following information, if provided by the registrant: attendee name, company name, address, professional activity, title, field of employment and email address. It may be used for a one-time email or direct mail contact, to the extent permissible under the applicable law. In addition to these limitations, for attendees residing in the European Economic Area, the United Kingdom, or Switzerland or Canada (“EEA Lead Data”), any email or direct mail contact must be in compliance with the applicable data protection and marketing laws. **This roster is only provided to premium level sponsors (Bronze level and above).**

- **Post-conference Attendee Roster:** Information provided by ISACA includes the following if provided by the registrant: attendee name, company name, address, professional activity, title, field of employment and email address. Attendee phone number is also provided for premium level sponsors (Bronze level and above) if provided by the registrant. This Lead Data may be used for a one-time contact with registrant, to the extent permissible under the applicable law.

If a conference attendee allows the exhibitor or sponsor to scan his or her badge at the event then the information received as a result of the scan may be used by the exhibitor and sponsor to contact the individual about their products and services, to the extent such contact is permissible under the applicable law. It is the responsibility of the sponsor or exhibitor to ensure that the use of any personal information provided by ISACA or otherwise collected from the attendee, including through a badge-scan, complies with applicable privacy and advertising laws.

Exhibitors and sponsors are required to enable a conference attendee to opt-out of receiving emails or direct mail messages at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any email or direct mail message and the privacy policy of the exhibitor or sponsor, and must be easy to request.

Data Security
Conference sponsors and exhibitors must use sufficient, industry-standard measures to safeguard the Lead Data, to protect the Lead Data. This includes having appropriate safeguards in place to ensure the security of electronic data stored on systems connected to the Internet. Such systems may include, for example, up-to-date firewall protection and operating security systems.

Destruction
Lead Data may not be retained longer than required for the purpose as described above, and subject to the terms of the applicable Sponsorship Agreement you have entered into with ISACA. Lead Data and all other copies or derivatives of the Lead Data must be destroyed in a secure manner whether in paper or electronic form with all paper copies shredded, and electronic files securely deleted.

Requirements
All exhibitors and sponsors agree to abide by this Policy, and all other policies and requirements ISACA provides, in their processing of Lead Data.