



Sponsorship Application for the 2023 Spring Summit

**June 5-8 in
Portland, OR**

NOTES:

Sponsorship packages may be customized upon request; additional charges may apply.

Pricing shown is for MISMO member firms; a 50% surcharge applies for nonmembers.

For more information contact Kelly Bradshaw at Kbradshaw@mba.org.

Information accurate as of 01/23

MISMO Sponsorship Program

Benefits of Event Sponsorship

2023 MISMO® Spring Summit

The 2023 MISMO® Spring Summit will provide opportunities to collaborate on some of the industry's most pressing business and technical issues as well as educational offerings to help understand, enhance and implement the MISMO standards.

As the real estate finance industry's standards organization, MISMO developed a common language for exchanging information for the mortgage finance industry. MISMO standards are accepted and deployed by every type of entity involved in creating mortgages, and they are required by most regulators, housing agencies and the GSEs that participate in the industry. Use of MISMO's standards has been found to lower per loan costs, improve margins, reduce errors and speed up the loan process by reducing manual, paper-based processes while creating cost savings for the consumer.

MISMO standards are grounded in an open process to develop, promote and maintain voluntary consensus-based standards enabling participants in the mortgage industry such as lenders, servicers, issuers, technology companies, service providers, mortgage insurers, title and settlement companies, government sponsored enterprises, housing agencies and regulators to communicate and exchange information more securely, efficiently and economically.

MISMO events draw a wide range of participants, including lending institutions, product and service vendors and government agencies. Despite market challenges, attendance at MISMO Summits continues to grow. These events provide unique opportunities to work with individuals from many types of entities, resulting in significant learning opportunities for all attendees.

All sponsorships include:

- Recognition in marketing materials leading up to the event
- Company's logo displayed and recognized during the event
- Recognition as an event sponsor on the MISMO event page

Sponsorship requests will be honored on a first-come, first-served basis. For more information on MISMO sponsorship, please contact Kbradshaw@mba.org



Sponsorship Application for the 2023 Summit Series

APPLICATION SUBMISSION INSTRUCTIONS

• Scan and email your completed application to KBradshaw@mba.org

• **Credit Card or ACH/Wire Payment**
For instructions
contact Membership@mismo.org

• **Check Payment**

- **Regular Mail:** MISMO
P.O. Box 791577
Baltimore, MD 21279-1577
- **Express Mail (UPS,
FedEx)** MISMO Attn:
Lockbox 791577 1000
Stewart Ave. Glen Burnie,
MD 21061

For more information please
contact Kelly Bradshaw at
Kbradshaw@mba.org

Application for Sponsorship

Please check box of preferred option

PLATINUM TIER (\$35,000)

☐ Host

GOLD TIER (\$15,000)

☐ Premier

☐ Reception (TAKEN for 2023 SERIES)

☐ Badges (TAKEN for 2023 SERIES)

SILVER TIER (\$7,500)

☐ Event

☐ Event App

☐ Coffee Talk Session on Tuesday or Wednesday (Tuesday is TAKEN for 2023 SERIES)

BRONZE TIER (\$5,000)

☐ Breakfast for One Day

☐ Council of Chairs Luncheon

☐ Livestream (TAKEN for 2023 SERIES)

☐ Coffee Talk Session on Thursday (TAKEN for 2023 SERIES)

☐ Morning Coffee Break for One Day

☐ Afternoon Snack Break for One Day

☐ Banner

NOTE: Details on each sponsorship is included at end of this contract. If you are interested in sponsoring more than one day of Breakfast, Morning Coffee Break, of Afternoon Snack Break, please contact Kbradshaw@mba.org for details.

Sponsorship Contact Info

NAME:

COMPANY:

ADDRESS:

EMAIL:

PHONE:

Contract Terms Acceptance

SIGNATURE:

DATE:

Sponsor's Contract

A. Scope. This agreement relates to the event presented by or on behalf of, the Mortgage Information Standards Maintenance Organization, Inc. ("MISMO"), as identified in the companion Sponsorship Program and Application ("Application"). The completed Application incorporates by reference all of the terms of this master contract. In submitting a signed Application, Sponsor agrees to the terms set forth in this Contract. The term "Contract," as used herein, refers to the terms set forth in this Sponsor's Contract. "Event" refers to the referenced MISMO conference, education session, or workshop. "Sponsor" is an entity whose Application has been accepted by MISMO. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for a particular Event becomes a binding contract upon MISMO's issuance of a confirmation notice after receiving a fully completed Application and good funds in the amount owed.

B. Objectives of MISMO Events. MISMO's objective for each Event will vary depending upon the target audience of the event. It may provide a unique educational framework for the dissemination of the newest ideas in the real estate finance industry, or in-depth training, or a workshop to provide opportunities for industry participants to address specific issues of interest. These objectives are accomplished through the assembly of individuals from either a broad or targeted range of industry participants. Events typically involve the presentation of program activities to facilitate the exchange of information directed at solving needs related to the financing of either commercial or residential real estate, or both.

C. 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 or other manner of participation by MISMO subscribers and non-subscribers 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 1(a) would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of the payment and the other portion of such payment shall be deemed and treated as separate payments.
- ii) During the term of this Contract, MISMO hereby agrees to identify and acknowledge Sponsor as a sponsor of the Event at the level identified on the Application. Such identification and acknowledgment may 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 Internal Revenue Code of 1986 (the "Code") and the Treasury regulations thereunder] on the MISMO Event Website in connection with the Event, and on other appropriate promotional media and materials in connection with the Event, including on the Mortgage Bankers Association website.
- iii) For those sponsorship levels that include priority opportunity for meeting room and/or exhibit space assignments, as stated in the Application, MISMO will process meeting room and exhibit space requests on a first come/first served and space-available basis. Availability will be limited. In addition, meeting room and exhibit space requests will be subject to additional production charges, based on space size and use.

D. Name and Logo Usage.

- i) Sponsor hereby grants MISMO a limited, non-exclusive, revocable license to use Sponsor's name, acronym, and logo during the term of this Contract for the 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 MISMO in its sole discretion, which determination shall not be unreasonable. Notwithstanding the foregoing, MISMO will make commercially reasonable efforts to confer with Sponsor before making its decision(s).
- ii) On or before applicable deadlines, Sponsor shall provide to MISMO 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) MISMO hereby grants to Sponsor a limited, non-exclusive, revocable license to use MISMO's name, acronym, and logo from the effective date of this Contract through the date of the Event, for the 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. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the 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.

E. Event Website Hyperlink. During the term of this Contract, Sponsor shall be permitted to maintain an Internet hyperlink on the MISMO Event website/page. In connection with such hyperlink, Sponsor agrees and acknowledges that MISMO does not endorse, approve, certify, or control Sponsor's website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of 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 MISMO. MISMO 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 content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable security on its website.

F. Cancellation and Force Majeure.

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

the event of any cancellation, all rights, duties, liabilities, and obligations hereunder shall terminate.

ii) Neither MISMO nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, 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 at the conclusion 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 thirty (30) days written notice specifying the breach, the non-breaching party may terminate this Contract. Upon expiration or 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 for material breach of a party 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.

c. In addition, Sponsor may terminate this Contract upon written notice to MISMO if it determines that (i) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Sponsor's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of MISMO or any of its affiliates) such that Sponsor's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules or (iii) if, in the professional judgment of those partners responsible for the oversight of independence for Sponsor and its subsidiaries, such termination is necessary to avoid impairing or appearing to impair the independence of Sponsor, any of its affiliates, or other member firms of Sponsor, and their respective affiliates, with respect to the provision of attest services to any client or potential client in accordance with applicable laws, regulations or professional standards, including, without limitation, the professional standards of the American Institute of Certified Public Accountants and the rules promulgated by the Securities and Exchange Commission to implement the Sarbanes-Oxley Act of 2002.

ii) Sponsor agrees to indemnify and hold harmless the Indemnitees from any and all claims, damages, losses or exchanges, however incurred, and including reasonable attorneys' fees and costs, arising from any claim resulting, in whole or in part, from (a) Sponsor's breach of this Contract; (b) the negligent or willful act or omission by Sponsor or any of its employees, agents, vendors, contractors, or subcontractors in connection with the use of the Mailing List; (c) MISMO's publication of Sponsor's Marks pursuant to this Contract; and (d) the contents or subject matter of Sponsor's website linked to the MISMO Event website. Sponsor specifically warrants that it owns and has all rights to the Marks licensed hereunder.

iii) Sponsor shall, at its sole expense, carry and keep in full force and effect at all times during the term of this Contract appropriate levels of insurance applicable to its activities under this Contract. Sponsor acknowledges that MISMO does not maintain insurance covering Sponsor's property, and that it is the sole responsibility of Sponsor to maintain appropriate insurance covering losses by Sponsor relative to its property.

iv) **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.**

v) **MISMO MAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONIN-FRINGEMENT OF THIRD PARTY RIGHTS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR A COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, SPONSOR ACKNOWLEDGES THAT THE MISMO EVENT WEBSITE IS OPERATED ON AN "AS IS" BASIS, MISMO MAKES NO WARRANTY THAT ITS SITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.**

vi) Sponsor shall comply with all Federal, state and local laws and MISMO has no responsibility for Sponsor compliance with applicable laws.

vii) It is not the intention of Sponsor or MISMO that the parties exchange any confidential information during the term of this Contract. However, 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 following terms will apply:

a. The parties agree that, during and after the term of this Agreement, neither party shall, directly or indirectly, without the express written consent of the non-disclosing party, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of the other party. The parties acknowledge that any Confidential Information that has been disclosed to the Non-Disclosing Party by the Disclosing Party (both terms as hereinafter defined) has been disclosed solely for the performance of its duties hereunder. The parties agree that all Confidential Information is the exclusive property of the Disclosing Party. If either party is served with any form of process to obtain any Confidential Information, the party served shall, to the extent permitted by applicable law, immediately notify the other party who shall, in addition to the efforts of the party served, if any, have the right to seek to quash such process.

b. The term "Confidential Information" shall include, without limitation, information disclosed or provided by one party (the "Disclosing Party") to the other party (the "Non-Disclosing Party") which that Disclosing Party has designated as confidential; the names, addresses, and telephone numbers of all customers, subscribers, and members, and any other personally identifiable information or any other information relating to any customers, subscribers, and members, and all lists or other records containing any such information; and all financial, technical, business, credit, all financial and business information relating to either party, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections and all commission structures and statements; all technical information relating to either party, including, without limitation, all implemented or planned product and service improvements or changes; and all other information relating to the operations of either party which was disclosed

or provided to the other Non-Disclosing Party or became known to the Non-Disclosing Party through its relationship with the Disclosing Party; and all other information known about the Disclosing Party by the Non-Disclosing Party not generally known to the public. The confidentiality provisions under this section shall survive the termination or expiration of this Agreement.

viii) This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, MISMO reserves the absolute right to enter into similar agreements with third parties related to additional sponsorship opportunities for the Event.

ix) 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.

x) MISMO shall have full power in the interpretation and enforcement of the terms and conditions contained in this Contract, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it shall consider 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. The failure of MISMO to enforce a term or condition of this Contract in one instance shall not be construed to limit MISMO'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. xi) Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without MISMO's prior written consent.

xii) This Contract may be amended or modified at anytime by a writing executed by both of the parties hereto.

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 any and all other rights and remedies available at law or in equity.

xv) The representations, warranties, limitation of liability, confidentiality, accrued 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.

Sponsorship Opportunity Details

PLATINUM TIER (\$35K)

Host

- Limited to only one organization. The Host sponsor's logo is highlighted in event promotions and materials.
- Opportunity to participate in Opening Remarks or to work with MISMO Staff on other opportunities to highlight contribution during the Education portion of the Summit – including providing panel moderator/presenters.
- 8 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

GOLD TIER (\$15K)

Premier

- Premier sponsors' logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- Opportunity to introduce a general session, as available
- 6 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

Reception

- Each Summit has a cocktail reception where signage will be posted, recognizing the sponsor.
- The reception sponsor's logo is highlighted (commensurate with their sponsorship level) in our promotions and materials.
- Opportunity to make remarks at reception, if desired.
- 6 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

Badges

- Inclusion of company logo on name badges.
- The Badge sponsor's logo is highlighted (commensurate with their sponsorship level) in our promotions and materials.
- 6 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

SILVER TIER (\$7,500)

Event

- Event sponsors' logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 4 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

Event App

- Event App sponsor's logo is highlighted within each page of the Summit event app
- The Event App sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 4 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

Coffee Talk Session on Tuesday or Wednesday

- Coffee Talk sessions will be held on Tuesday, Wednesday and Thursday from 8:00-8:45am. Because the Summits are typically more well attended on Tuesday and Wednesday, these Coffee Talks are included within the Silver Tier while the session on Thursday is included in the Bronze Tier.
- The Coffee Chat sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 4 complimentary summit registrations
- Opportunity to provide branded SWAG to Summit Attendees

BRONZE TIER (\$5K)

Breakfast

- Breakfast sponsor opportunities are available on one morning of the Summit (Monday thru Thursday). Signage will be posted at the breakfast, recognizing the sponsor.
- The breakfast sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Coffee Talk Session on Thursday

- Coffee Talk sessions will be held on Tuesday, Wednesday and Thursday from 8:00-8:45am. Because the Summits are typically more well attended on Tuesday and Wednesday, these Coffee Talks are included within the Silver Tier while the session on Thursday is included in the Bronze Tier.
- The Coffee Talk sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Council of Chairs Luncheon

- All work group leaders are invited to a luncheon at the Summit. Signage will be posted at the luncheon, recognizing the sponsor.
- The luncheon sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Live Stream

- The Education portion of the Summit will be provided via a live stream. The sponsor will be recognized for their support.
- The live stream sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Morning Coffee Break

- Coffee Break sponsor opportunities are available day of the Summit (Monday thru Thursday). Signage will be posted at the break, recognizing the sponsor.
- The Coffee Break sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Afternoon Snack Break

- Afternoon Break sponsor opportunities are available day of the Summit (Monday thru Thursday). Signage will be posted at the break, recognizing the sponsor.
- The Afternoon Break sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations

Banner

- Sponsor provides graphic for a retractable banner that MISMO will create and prominently display throughout the Summit.
- Graphic meeting specifications must be submitted by dateline provided.
- Banner sponsor's logo is highlighted (commensurate with their sponsorship level) in event promotions and materials.
- 2 complimentary summit registrations