



Portfolio Management Association of Canada

TERMS AND CONDITIONS OF SPONSORSHIP

The Sponsor has agreed to sponsor an event or events of the Portfolio Management Association of Canada (**PMAC**). PMAC has agreed to provide the Sponsor with the benefits set out in their Agreement or Sponsorship Package.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

Event means the PMAC event that is the subject of sponsorship, as set out in the PMAC 2020 Sponsorship Package.

Sponsorship Fee means the fee for the corresponding PMAC Event and sponsorship level set out in the PMAC 2020 Sponsorship Package.

Sponsorship Package means the [2020 Sponsorship Package](#).

2. SPONSORSHIP FEE

2.1 The Sponsor will pay PMAC the Sponsorship Fee. PMAC will issue the Sponsor an invoice for the Sponsorship Fee once sponsorship has been confirmed by Emma Harris, Member Services Manager, PMAC.

2.2 The Sponsor must pay the Sponsorship Fee within 30 days of the date of invoice from PMAC.

2.3 Payment of the Sponsorship Fee must be received in full by PMAC in advance of the Event or PMAC, in its sole discretion, may revoke the benefits set out in the Sponsorship Package.

3. SPONSORSHIP BENEFITS AND OBLIGATIONS

3.1 In consideration of the payment of the Sponsorship Fee by the Sponsor, PMAC grants the Sponsor the non-exclusive sponsorship rights for the Event, as set out in the Sponsorship Package.

3.2 The Sponsor will act at all times in a manner which is consistent with PMAC's good name, goodwill and reputation.

3.3 The Sponsor is responsible for any audio visual (**AV**) equipment, outside of basic power and WIFI internet. PMAC will provide the Sponsor with the contact information for the Event's AV provider to allow the Sponsor to arrange for any additional AV requirements, if applicable.

4. USE OF LOGO AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Sponsor grants PMAC the right to use the Sponsor's trade names, logo design, company description and any marketing materials given by the Sponsor to PMAC for the purposes of the Event (the **Intellectual Property**) to be included in PMAC's Event materials, including for promotional purposes.

4.2 PMAC agrees to only use the Sponsor's intellectual property for the purposes of the Event.

5. **TERMINATION AND CANCELLATION**

5.1 Other than Section 2 which shall survive until the Sponsor has fulfilled its obligations, these Sponsorship Terms and Conditions shall terminate the day after the Event.

5.2 The Sponsor must provide written notice to PMAC of any decision to terminate sponsorship of the Event. In the event of termination by the Sponsor prior to the Event, the Sponsor shall owe PMAC the following percentage of the Sponsorship Fee:

- 1) Greater than 120 days before the Event: 0%
- 2) Between 120-90 days prior to the Event: 50%
- 3) Between 90-30 days prior to the Event: 75%
- 4) Less than 30 days prior to the Event: 100%

5.3 If payment has been made in full prior to termination by the Sponsor, the Sponsor is entitled to a refund of the Sponsorship Fee in accordance with the following:

- 1) Greater than 120 days before the Event: full refund
- 2) Between 120-90 days prior to the Event: 50%
- 3) Between 90-30 days prior to the Event: 25%
- 4) Less than 30 days prior to the Event: non-refundable

5.4 In the event of termination of the Sponsor's sponsorship by PMAC prior to the Event (due, for instance, to cancellation of an event, etc.), PMAC shall reimburse the Sponsor for the full amount of the Sponsorship Fee received by PMAC up to and including the date of termination (notwithstanding any marketing of the Sponsor that may have taken place prior to the cancellation of the Event) and the Sponsor shall no longer owe PMAC any payment.

6. **NON-EXCLUSIVITY**

6.1 The Sponsor agrees and acknowledges that PMAC may enter into other sponsorship agreements for the Event, as determined by PMAC using its sole discretion.

7. **NI 81-105 EXEMPTION**

7.1 PMAC has obtained exemptive relief from s. 5.4(1) of National Instrument 81-105 *Mutual Fund Sales Practices* (NI 81-105). This exemption permits firms subject to NI 81-105 to sponsor PMAC events, with certain conditions. PMAC must disclose all such sponsorships to the Ontario Securities Commission, including the name of the sponsor. If applicable, the Sponsor hereby consents such disclosure.

8. **INSURANCE**

8.1 The Parties shall each obtain and maintain insurance, in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from any activities conducted at the Event. Evidence of such insurance shall be provided to the other party at the request of such party.

9. **CONTACT**

9.1 If you have any questions or concerns pertaining to the above terms, please contact:
Emma Harris, Member Services Manager, eharris@pmac.org or 416-504-1118 extension: 206.