

# TECHEXPO TOP SECRET

A CRA  Resource

## 2024 RECRUITMENT STRATEGY AND UPCOMING HIRING EVENTS

Technology | Cyber | Engineering | Intelligence

The Leader in Professional In-Person  
& Virtual Hiring Events

TECHEXPOUSA.COM



2024

IN-PERSON & VIRTUAL HIRING EVENTS

# THE MOST COMPREHENSIVE HIRING EVENTS FOR SECURITY-CLEARED & CYBER SECURITY PROFESSIONALS

TECHEXPO is proud to provide you with the most effective recruitment tools to fill your positions in **IT, Engineering, Cyber Security, Cloud Computing, Aerospace, Intelligence, Telecom & Operations**. With the **MOST** joint venture & advertising partnerships of any job fair and one of the **LARGEST** networks of cleared professionals, **TECHEXPO** directly connects you with qualified candidates without having to physically travel to a hiring event.

## DETAILS

**57%** of all show day candidates are **Polygraph tested**; Over **81%** have a **Top Secret Clearance** or higher

TECHEXPO has a network of over **227,000** industry professionals; Over 70% have an active clearance

An average of over **10,000** candidates logged into TechExpoUSA.com monthly in 2023

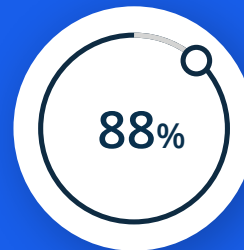
TECHEXPO has produced more customized open house events than all of its competitors combined

Recruiters attending do **NOT** need a security clearance

## 2023 TECHEXPO EVENT STATISTICS



- 19% Secret
- 24% Top Secret
- 27% CI Polygraph
- 30% Full Scope Polygraph



Percentage of Security-Cleared Website Traffic

## 2023 TECHEXPOUSA.COM STATS

**226k+** Registered Industry Professionals

**10k+** Unique Candidates Monthly

**8k+** Job Postings requiring a Security Clearance

# JOIN THE TOP COMPANIES AND ASSOCIATIONS IN THE NATION

## RECRUIT ALONGSIDE OUR ACTIVE CLIENTS









## PROMOTED IN ASSOCIATION WITH



# TECHEXPO HAS BENEFITED NEARLY 1 MILLION ATTENDEES SINCE 1993

OUR VIRTUAL HIRING EVENTS OFFER  
EVEN MORE ADVANTAGES:

-  **Flexibility** - Conduct immediate one-on-one interviews through chat, video chat, and mobile Devices from the comfort of your own office or home
-  **Increased Access to Candidates** - Reach Security-Cleared Professionals with inflexible schedules who otherwise would be unable to attend a physical event
-  **Save Time and Money** - With booth, travel, lodging, dining and other expenses associated with physical career fairs, virtual career fairs provide an economical and extremely efficient alternative
-  **Hold Dozens of Interviews in One Day** - Facilitate a large number of direct recruiter-to-job seeker conversations increasing the chances of finding the right candidate
-  **Provide Pre-event Screening Tools** - Allow decision-makers early in the recruitment process the ability to screen and recruit candidates prior to the event
-  **Unlimited Access** - Permanent and unlimited access to all registered candidates' resumes

## SELECT THE EVENTS FOR YOUR SPECIFIC NEEDS

**TECHEXPO**  
TOP SECRET

TOP SECRET

TECHEXPO Top Secret Series are the Nation's premier hiring events for professionals with Security-Clearance.

**Profile:** Secret, TS, CI & Full Scope Polygraph

**TECHEXPO**  
CYBER SECURITY

CYBER

TECHEXPO created the Cyber Security Hiring Event Series, targeting the growing need for experienced cyber warriors.

**Profile:** Cyber Professionals

**TECHEXPO**  
POLYGRAPH ONLY

POLYGRAPH

TECHEXPO's Polygraph-Only Hiring Events are exclusively for professionals with a Full Scope/Lifestyle or CI Polygraph Clearance. Space is limited.

**Profile:** CI & Full Scope Polygraph

 **CYBER SECURITY SUMMIT**








TECHEXPO created the Cyber Security Summit which connects Sr. Level Execs with the world's leading cyber solution providers.

**Details:** [CyberSecuritySummit.com](https://www.techexpo.com/cybersecuritysummit.com)







# TECHEXPO TOP SECRET RECRUITMENT OPPORTUNITIES

FULFILL YOUR RECRUITMENT NEEDS FOR ALL LEVELS OF SECURITY-CLEARANCE

## IN-PERSON EVENTS

-  **Immediate face-to-face** interviews with qualified Security-Cleared professionals
-  Inclusion in our world-class marketing campaign
-  **Permanent** resume access pre & post event
-  **25 job postings** with cutting-edge matching & scoring technology
-  First-class, well appointed event venues attracting top talent and industry leaders
-  Networking reception for your recruitment team & professionals post-interviews
-  Promoted in association with the industry's leading publications, online resources, federal networks, intel based newsletters and career-focused media reaching hundreds of thousands experienced professionals

## VIRTUAL EVENTS

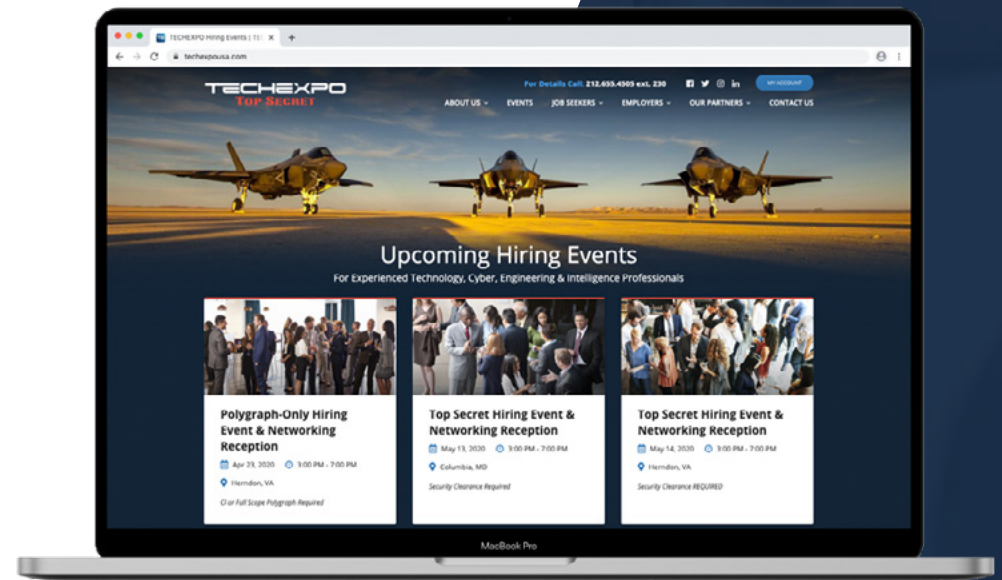
-  **Immediate one-on-one** virtual interviews with qualified Security-Cleared professionals
-  **Real-time engagement** through desktop & mobile from your own chat room, direct chat or video interviews
-  Inclusion in our world-class marketing campaign
-  **Permanent** resume access pre & post event
-  **25 job postings** with cutting-edge matching & scoring technology
-  Promoted in association with the industry's leading publications, online resources, federal networks, intel based newsletters and career-focused media reaching hundreds of thousands experienced professionals

\* Full resume access is available for all 2024 events, even if you cannot recruit live! See [page 8](#) for pricing.

# UNLIMITED JOB POSTING PROGRAM

Through an XML feed, you can now automatically promote All of your open positions to over 10 Thousand industry professionals visiting [TechExpoUSA.com](http://TechExpoUSA.com) each month!

- \$ Save Money.** Job postings in the industry cost on average hundreds of dollars each. For one very low price, you will now have the opportunity to feed all of your open jobs from your website to ours. For example, by posting 100 jobs during the year, your net cost is just \$34.95 each!
- 🕒 Save Time.** There's no need to manually post jobs on [TechExpoUSA.com](http://TechExpoUSA.com) prior to exhibiting at any of our hiring events. If you have active jobs on your site, they will be updated daily on ours. Spend your time interviewing & making hires, not posting jobs!
- 📅 Advertise Year-Round.** Your company's active job postings will be accessible to our 225,000+ registered professionals on [TechExpoUSA.com](http://TechExpoUSA.com) whether or not you are exhibiting at an upcoming TECHEXPO event.
- 🏢 Company Profile.** Your Job Postings will auto-link to your profile page on [TechExpoUSA.com](http://TechExpoUSA.com)
- 🔄 Refreshed Daily.** Your active job postings are updated each evening.



**Annual Investment: \$3,495**

# CUSTOMIZED OPEN HOUSE RECRUITMENT EVENTS

You have critical needs? We have the comprehensive solution.

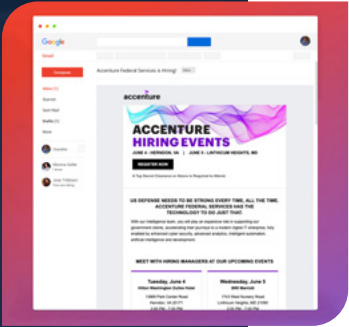
TECHEXPO will create a customized recruitment campaign that includes outreach to over 225,000 of its members, over 25 industry partner associations, and 50+ media outlets.

## Our Marketing Strategy Includes

- Print Advertising
- Direct Mail Invitations
- Email Marketing
- LinkedIn Integration
- Facebook/Twitter Engagement
- Proprietary TECHEXPO Database
- Association Partnerships
- User Group Alliances
- Military Base Communications
- Post-Graduate Outreach
- Database Acquisition
- Online Marketing and more...

Contact us for a complimentary proposal!

**TECHEXPO Has Produced Customized Events For...**



# TECHEXPO 2024 Hiring Events Calendar

Recruiters **DO NOT** need Security Clearance.

All dates & locations subject to change



Please complete and scan back to [NMathew@TechExpoUSA.com](mailto:NMathew@TechExpoUSA.com) | Any Questions? Please Call 212.655.4505 ext 225

## Event Participation

DATE	TYPE	LOCATION	CANDIDATES	EVENT	RESUMES ONLY
Mar. 21	In-Person	Herndon, VA	ALL	\$2,995	\$1,995
May 16	In-Person	Tysons Corner, VA	POLY	\$3,995	\$2,495
Jun. 13	In-Person	Herndon, VA	ALL	\$2,995	\$1,995
Jul. 18	In-Person	Tysons Corner, VA	CYBER Cleared	\$3,495	\$1,995
Aug. 15	Virtual	Nationwide	POLY	\$3,495	\$2,495
Sep. 19	In-Person	Herndon, VA	ALL	\$2,995	\$1,995
Oct. 24	Virtual	Nationwide	POLY	\$3,495	\$2,495

ALL: All Security Clearances      POLY: CI & FS Only      CYBER: Cyber Professionals

## Company Information

Company Name	
Contact Name	
Address	
City, State, Zip	
Telephone	Fax
Email	
Agreed Total Price	

## 90-Day Job Postings

<b>1</b> Active Job <b>\$95</b>	<b>3</b> Active Jobs <b>\$195</b>	<b>5</b> Active Jobs <b>\$395</b>	<b>10</b> Active Jobs <b>\$795</b>	<b>Unlimited</b> Active Jobs <b>\$3,495</b>
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# TECHEXPO 2024 Terms of Service Agreement

New and returning resume database customers should complete and return this form.



## SPONSORSHIP TERMS

CRA reserves the right to make modifications and changes to the floor plan at any time to meet the needs of CRA and all sponsors. All exhibit space provided to Client shall be constructed safely using sound engineering practices, in compliance with the Americans with Disabilities Act or its local equivalent, and must be installed before, occupied during, and dismantled after the Event in accordance with Client's schedule. All exhibit activities must be confined to Client's reserved space and be in support of the Client's products or services identified on the application materials submitted to CRA. CRA may refuse permission to exhibit any products or services which CRA deems objectionable or unsuitable for the Event. Client may not exchange goods or money at the Event (nor assist any other party in soliciting business), including with respect to Client's exhibit, without CRA's prior written consent.

Prior to the Event, CRA will email Client a summary of the daily schedule, description of responsibilities and services, hotel reservation information and regulations for the Event, as applicable. Client will be given a specific move-in and move-out time to which it must adhere. Failure to meet appropriate move-in and move-out deadlines may result in the forfeiture of exhibit space or the removal of Client's materials by CRA, at Client's expense. Order forms for additional services may be made available to Client in the exhibitor service information supplied by CRA. Client acknowledges that all documents and materials provided to Client prior to the Event(s) are provided for informational purposes only and CRA assumes no responsibility or liability in connection with the same. In the event of a merger of two sponsors, CRA will use reasonable efforts to consolidate the exhibit space contracted by both sponsors into one location equal to the aggregate space originally purchased by such sponsors when they were independent; provided, that CRA shall have no obligation to do so and, in such case, the surviving Client shall be liable for the exhibit space at the locations originally contracted by the merged sponsors. Booth sharing, subletting, or licensing of exhibit space by Client or use of the exhibit space, not authorized in writing by CRA is prohibited.

CRA may require Client to use designated third-party contractors to provide certain services ("Required Contractors"). Such Required Contractors and/or other third-party vendors listed in the CRA's informational materials, rules or regulations, act solely as independent contractors, and CRA is not responsible for any performance, acts, or omissions of such Required Contractors or vendors.

## FEE AND PAYMENTS

CRA will be compensated for its services herein stated at the fee in the table above. Client shall be obligated to pay the Fees set for this Agreement for each Event (collectively, the "Fees") pursuant to the Event Terms and Conditions. Payment is due 90 days prior to the event date. Invoices will be sent with Net 30 terms. Any payment after the due date on the invoice will be considered late. If your company registers within 90 days of the event date, payment is due upon receipt. All sales are final. In the event you need to cancel, written notice is required. Cancellations made within 90 days prior to the event start date will receive a credit for a future summit that must be used within 12 months from the original event date. Cancellations made the day of the event, including no-shows, or cancellations made post event will not receive a credit or refund. Failure by the Client to make payment by the timeline set forth in this Agreement shall result in the loss of Client's sponsorship status for the Event and the surrender of any exhibit space.

Payment may be made by check, wire, or credit card. Payment by credit card will incur a 3% service fee.

Payments by Check:  
CyberRisk Alliance LLC  
PO Box 844698  
Boston, MA 02284-4698

Payments By ACH/Wire:  
CyberRisk Alliance LLC  
Webster Bank, N.A.  
Routing: 211170101  
Account: 0024146478

PAYMENT	PO# Required on Invoice	_____
	Accounts Payable Email	_____
	Accounts Payable Contact	_____
	Grand Total	_____

For any billing inquiries or If you are unable to provide a PO number at the time of signing, please email it to [accountsreceivable@cyberriskalliance.com](mailto:accountsreceivable@cyberriskalliance.com)

**DATABASE:**

ORGANIZATION is U.S. operated and access to the Resume Database will be only by U.S. citizens. Resumes will not be released or made available to any staff member or customer that is a non-U.S. Citizen. Resumes will not be released to any member of the media (news organizations, radio, TV, print, web, research organizations) or to any administrative or technical staff member of a media organization, regardless of citizenship. Resumes will not be added to any database that provides searchable access to third parties, i.e., a job board. Staffing Agencies, Retained Recruiters and Executive Search agencies may provide resumes to third parties. Resumes released to third parties, i.e., non-ORGANIZATION staff, will be logged as to the recipient's name and organization. It is understood that TECHEXPO Top Secret logs access to individual resumes. Recipient access information may be requested if it is believed that a specific candidate's resume has been provided to an inappropriate party. You shall indemnify and hold harmless CyberRisk Alliance, LLC and it's officers & employees for any claim, damage, expense, liability or obligation incurred by using the TechExpoUSA.com Resume Database. You also understand and agree that these resumes are seeded to monitor improper and unauthorized use. Resumes are NOT for resale and WILL NOT be used or distributed for any other purpose except that of potentially interviewing, hiring or recruiting any of the candidates in the resume database for employment (full time or consulting). You shall hold harmless Job Expo International, Inc. and it's staff for any claim, damage, expense (including counseling fees), liability or obligation incurred by CyberRisk Alliance, LLC. by reason of your use and custody of the aforesaid resume database. It is understood and agreed that the resume database has been seeded with names and addresses to monitor improper or unauthorized use.

## EVENT TERMS AND CONDITIONS

These Event Terms and Conditions (these "Terms and Conditions") set forth the terms and conditions governing certain live and virtual events (each an "Event" and collectively, the "Events") put on and managed by CyberRisk Alliance, LLC, a Delaware limited liability company ("CRA") from time to time. Capitalized terms used in these Terms and Conditions but not otherwise defined herein shall have the meaning ascribed to such terms in the Sponsorship Agreement or the Statement of Work entered into by and between CRA and the sponsor/client named therein (the "Client")(the "Agreement"). By executing and delivering the Agreement to CRA, Client is expressly agreeing to be bound by these Terms and Conditions. The Terms of Service are adopted and incorporated herein.

### 1. BENEFITS OF EVENT SPONSORSHIP; LEADS.

**A.** Subject to the satisfaction of Client's obligations set forth in the Agreement and these Terms and Conditions, CRA will provide Client with the benefits associated with the sponsorship level designated in the Agreement, such benefits to be consistent with the prospectus and compliance with local laws associated with the Event and as determined by CRA from time to time, in its sole discretion. CRA does not make, and specifically disclaims, any representations or warranties regarding (a) the success or failure of such sponsorship opportunity for the Sponsor, and/or (b) the occurrence of an Event on the particular Event Date set forth in the Agreement. By executing the Agreement, Client acknowledges that all Event Dates are subject to change in the discretion of CRA.

### **3. EVENT CANCELLATION OR RESCHEDULE.**

Client expressly acknowledges and agrees that Event Date(s) are subject to change in CRA's sole discretion. If CRA changes the Event Date or cancels any Event, for any reason, then CRA shall promptly notify Client in writing of the change, cancellation, or new Event Date. In the event of a cancellation or rescheduled Event, Client shall be permitted to transfer the Fees already paid in relation to such cancelled or rescheduled Event to another Event of equal value: (a) which is scheduled to occur within one (1) year from the date of the cancelled or rescheduled Event, or (b) if the Event was originally scheduled to occur in December, then the Client may only transfer the Fees to an Event to occur in the following Q1 of CRA. Notwithstanding the foregoing, Client must provide such notice of intent to transfer such Fees to another Event within fourteen (14) days of the date Client receives notice of reschedule or cancellation. Failure to provide notice within the aforementioned timeframe shall result in forfeiture of the applicable Fees. Client shall not be entitled to a refund in any circumstance unless expressly permitted by CRA.

### **4. LICENSE GRANTS.**

Client hereby grants CRA (and its affiliates) a non-exclusive, non-transferable, non-sublicensable right and license to use the Client's logo(s) (the "Marks") as necessary to provide the sponsorship level benefits as provided in the Agreement, including but not limited to (a) in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a Client of the Event(s); (b) on Event collateral and materials that CRA is obligated or otherwise permitted to create and distribute at or in connection with this or future Event(s); and (c) in accordance with the Client's then-current trademark usage guidelines as shared with CRA. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its Marks.

### **5. OTHER EVENTS AND MARKETING.**

Client agrees that it may not use any Event to leverage any other event in which Client is a Client or participant, and therefore agrees that it may not promote its products or organization, except as permitted by this contract or by CRA in writing. In the interest of the success of the Event, Client agrees not to extend invitations, call meetings or otherwise encourage absence of invited guests from the Event during the hours of the Event or any function sponsored in connection with the Event by CRA or its official sponsors.

### **6. COMPLIANCE WITH LAWS.**

Client shall comply with all applicable local, state/provincial and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules and regulations issued by CRA and otherwise in connection with the Event. Client's use of names and lists captured at the Event or provided by Client is subject to applicable data protection, email marketing (U.S. CAN-SPAM Act and Canada's Anti-Spam Legislation "CASL"), and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed. Client shall be solely responsible for, and shall ensure that the systems it uses in connection with the Agreement and these Terms and Conditions (the "Content") are secure with appropriate physical, administrative and technical safeguards to protect the confidentiality, integrity and availability of the Content and to ensure compliance with all applicable laws. IN NO EVENT WILL CRA OR ANY OF ITS LICENSORS, VENDORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH ANY PRIVACY OR DATA BREACH RELATING TO CONTENT FOLLOWING DELIVERY TO CLIENT, INCLUDING ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR (ii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Client shall indemnify and hold harmless CRA and all employees, officers, directors, and agents of CRA for any and all claims, penalties, liabilities, losses, damages, settlements, and costs (including attorneys' fees) arising directly or indirectly out of act or omission of Client or to any other entity to which Client has provided Content in any form in breach of privacy, data, confidentiality or violation of applicable laws.

### **7. TAXES AND LICENSES.**

Client is solely responsible for obtaining any licenses and permits, and for payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by CRA.

### **8. PRIVACY POLICY AND CONFIDENTIALITY.**

CRA will provide a link to the CRA privacy statement on the data collection page of the event registration website in a manner that makes the privacy statement readily accessible to registrants. The CRA privacy statement will comply with applicable law. All materials provided by CRA to Client, including the rules and regulations, prospectus, and any other methodologies or planning materials distributed to Client related to the planning or execution of the Event ("CRA Materials") are owned exclusively by and are confidential information of CRA. CRA grants to Client a nontransferable, nonexclusive license, on an "AS IS" basis, to use such CRA Materials solely in connection with Client's participation in the Event. Client is responsible for obtaining all rules and regulations from CRA. Upon completion of the Event or earlier termination of the Agreement, Client must promptly return the CRA Materials to CRA upon CRA's written request.

## **9. POST-EVENT COMMUNICATIONS TO ATTENDEES.**

Post-event attendee contract information may only be used by Client for direct, personalized outreach associated to and referencing the sponsored Event. Client acknowledges and agrees that it shall not distribute contact information to any internal or third-party sales or marketing distribution lists for general campaigns, telemarketing campaigns, promotional activities, or any similar activities, and further agrees not to inundate attendees with unwanted communication following the Event(s) for any reason. Client acknowledges that the privacy of the executive communities and the integrity of the Event gatherings is of utmost importance. Any reports from attendees of misused contact information or unwanted communication by Client (or any of Client's representatives) will result in reevaluation or revocation of future sponsorship opportunities without refund of Fees already paid. Client acknowledges and agrees that its electronic communications will comply with CASL and it will honor any opt-out requests in accordance with CASL.

## **10. INDEMNIFICATION.**

CRA shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses (collectively, "Losses"), resulting from any claim, suit, action, or proceeding (an "Action") arising out of or related to CRA's gross negligence or willful misconduct. Client shall indemnify, defend, and hold harmless CRA, its affiliates' and each of their respective officers, directors, employees, agents, successors, and assigns from and against all any and all Losses resulting from any Action arising out of or related to: (i) any copyright infringement, trademark infringement, or defamation associated with the Client's Marks; (ii) any misuse of information provided to Client by CRA; and/or (iii) Client's breach of any representation, warranty, covenant, or obligation of Client under these Terms and Conditions or the Agreement.

## **11. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL CRA BELIEVE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE Agreement, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CRA PURSUANT TO THE AGREEMENT.

## **12. ENTIRE AGREEMENT.**

These Terms and Conditions, including and together with any related Agreement, Event rules or regulations, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of these Terms and Conditions and the terms and conditions of any Agreement, the terms and conditions of these Terms and Conditions shall supersede and control unless the Agreement lists the specific sections of these Terms and Conditions over which it controls. By executing and delivering the Agreement to CRA, Client expressly agrees to comply with all rules and regulations provided by CRA to Client and understands that such rules and regulations are a legally-binding extension of these Terms and Conditions.

## **13. NOTICES.**

All notices, requests, consents, claims, demands, waivers and other communications under these Terms and Conditions or the Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth on the Agreement. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms and Conditions, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section. Any notice to CRA shall be provided pursuant to this Section, with a copy delivered by email to [contracts@cyberriskalliance.com](mailto:contracts@cyberriskalliance.com).

## **14. SEVERABILITY.**

If any term or provision of these Terms and Conditions or the Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify the Terms and Conditions and/or the Agreement, as applicable, to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## **15. AMENDMENTS.**

No amendment to or modification of these Terms and Conditions or the Agreement shall be effective unless it is in writing, identified as an amendment to the applicable agreement and signed by a duly authorized representative of each party.

**16. WAIVER.**

No waiver by any party of any of the provisions of these Terms and Conditions or the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms and Conditions or the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions or the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege here under preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**17. ASSIGNMENT.**

Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under these Terms and Conditions or the Agreement without the prior written consent of CRA. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under these Terms and Conditions or the Agreement. CRA may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of its assets or ownership interests without Client’s consent.

**18. SUCCESSORS AND ASSIGNS.**

These Terms and Conditions and the Agreement are binding on and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**19. RELATIONSHIP OF THE PARTIES.**

The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions or the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**20. CHOICE OF LAW.**

These Terms and Conditions and the Agreement, and all related documents, and all matters arising out of or relating hereto and there to, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

**21. CHOICE OF FORUM.**

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to these Terms and Conditions or the Agreement, including all exhibits, schedules, attachments and appendices, and all contemplated transactions, in any forum other than courts located in the State of New York, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**AGREED AND ACCEPTED BY:**

Print Name

Signature

Title

Date

