

Cboe Sponsorship Agreement Risk Management Conference U.S.

This Sponsorship Agreement (“Agreement”) for Cboe Risk Management Conference is between Cboe Exchange, Inc. (“Cboe”) and the undersigned sponsor (“Sponsor”). Sponsor desires to participate as a sponsor in the **2018 Cboe Risk Management Conference U.S.** (the “Conference”) that will be held **March 7-9, 2018**, at Hyatt Regency Coconut Point, Bonita Springs, FL. The terms and conditions outlined herein and in the attached Exhibits A and B shall govern this relationship.

To become a Sponsor of the Conference, please complete the attached Cboe Risk Management Conference Sponsorship Application (Exhibit A), execute this Agreement and return the Agreement and the completed Exhibit A by e-mail, mail or fax to: Felicia Garcia, Cboe Exchange, 400 South LaSalle Street, Chicago, Illinois 60605; garciaf@cboe.com; Fax (312) 786-7409.

Cboe Contacts:

For sponsorship or conference inquiries:
Rick Rosenthal: 312-786-7062
rosenthal@cboe.com

For application, billing or shipping inquiries:
Felicia Garcia: 312-786-8310
garciaf@cboe.com

Each individual signing this Agreement represents that he or she has been authorized to execute this Agreement on behalf of his or her respective company, and that he or she has read, fully understands and agrees to the terms and conditions of this Agreement.

Cboe Sponsorship Agreement
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Sponsor

Cboe Exchange, Inc.

Company Name

Cboe

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

(03-17)

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EXHIBIT A Sponsorship Application

Sponsor information (please print or type):

Contact name	
Firm name	
Firm address	
Phone	
Fax	
Email	
Contact name at conference	
Cell phone	

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Full payment must be received prior to Sponsor listing in Risk Management Conference promotional materials. Payment can be made by check, credit card or authorization to debit Trading Permit Holder Firm account at the Options Clearing Corporation (“OCC”).

Payment information

Payment method (circle)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Check* <input type="checkbox"/> Debit OCC
Card number	
CCV	
Expiration date	
Name as it appears on card	

*Please make checks payable to Cboe Exchange, Inc. If applicable, you may ask to have the amount debited from your firm’s OCC account.

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EXHIBIT B

Terms and Conditions of Sponsorship Agreement

The following Terms and Conditions shall automatically be incorporated by this reference into any Sponsorship Agreement (“Agreement”) by and between Sponsor and Cboe Exchange, Inc. (“Cboe”).

1. Sponsorships are limited and will be accepted on a first-come, first-served basis, at the discretion of Cboe.
2. Sponsor Employee Registration Passes. Sponsorships other than the General Sponsorship include a limited number of complimentary registration passes for Sponsor employees, based on sponsorship level selected. Sponsorship levels are defined on the Cboe Risk Management Conference Website at www.cboermcus.com (“RMC Website”). Platinum level sponsors receive six (6), Gold level sponsors receive four (4) and Silver and Exhibit Booth sponsors receive two (2) complimentary employee registration passes. Additional registrations for all Sponsor employees (including General Sponsorship) may be available, at the discretion of Cboe, at the discounted registration rate of \$800. The Registration Fee Schedule is located on the RMC Website.
3. Buyside Client Registration Passes. Sponsorships include a limited number of complimentary registration passes for institutional investor clients of Sponsor who would otherwise pay the discounted registration rate of \$800 (institutional portfolio managers and traders at hedge funds and asset management firms). Platinum level sponsors receive six (6), Gold level sponsors receive four (4), Silver level sponsors receive three (3) and General level sponsors receive two (2) complimentary buyside passes. Buyside passes may not be used for additional Sponsor employee attendees.

Please note institutional investor clients of Sponsor that are pension, endowment and foundation investment officers, pension consultants, funds of funds, actuaries and insurance industry professionals are invited to attend at no charge; however, pre-approval and advance registration are required.

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4. In order to encourage buy-side clients to attend the Conference, Cboe will provide Sponsor with a complimentary employee registration pass (beyond the number of complimentary employee registration passes stated in Section 2 above) for every two qualified buy-side clients that Sponsor registers. In order to take advantage of this opportunity, the Sponsor's buy-side client must not already be registered for the Conference and must attend the Conference.
5. If Cboe terminates this Agreement, Cboe shall promptly refund the Sponsorship Fee prepaid by Sponsor for the Conference. This refund is Sponsor's sole and exclusive right and remedy in the event of termination by Cboe.
6. If, because of war, fire, strike, Conference venue construction or renovation project, government regulation, public catastrophe, an act of terrorism or public enemy, or an Act of God, the Conference or any part thereof is prevented from being held, is canceled by Cboe or the space becomes unavailable, Cboe, at its option, shall refund to Sponsor the Sponsorship Fee received for the Conference or provide Sponsor with a credit in that amount toward a future Conference. In no case shall the amount of the refund to the Sponsor exceed the amount of the Sponsorship Fee paid.
7. Signed Agreement, Application and payment must be received and approved by Cboe before your company name and logo will be included in any Conference promotional materials. Payment can be made by check, credit card or authorization to debit Trading Permit Holder Firm account at the Options Clearing Corporation.
8. Sponsorship Agreement, application and payments received after certain due dates may be accepted; however it is not guaranteed that the Sponsor's name will be included in printed promotional materials.
9. Sponsor's name and logo will be added to the RMC Website as soon as practicable after signed Agreement, application and payment are received and accepted.
10. The rights hereunder are exclusive to Sponsor and Sponsor shall not assign to a third party its rights hereunder without the prior written consent of Cboe.

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11. Each party shall abide by and observe all applicable laws, rules and regulations, and ordinances of any applicable government authority and all rules of the facility.
12. Intellectual Property.
 - A) To the extent Sponsor expressly permits Cboe to use any name(s), logo(s) or other trademarks, data, materials or other intellectual property (“IP”) of Sponsor (“Sponsor IP”), Sponsor grants to Cboe a revocable, non-transferable, non-sub-licensable, non-exclusive licence to use the Sponsor IP provided by Sponsor to Cboe solely for the purposes of the Conference, and such other purposes expressly made known by Sponsor.
 - B) To the extent Sponsor’s attendance at the Conference requires the Sponsor to access and use any IP of Cboe (“Cboe IP”), CBOE grants to Sponsor a revocable, non-transferable, non-sub-licensable, non-exclusive license to use the Cboe IP solely for the purposes of the Conference, in accordance with this Agreement.
 - C) Each party acknowledges and agrees that (a) it shall not use any IP of the other party other than as permitted by, and in accordance with, this Agreement; and (b) it shall not acquire any rights in respect of any IP of the other party.
 - D) Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party (the “Indemnified Party”) from and against any losses, damages, costs or expenses (including reasonable attorneys’ fees) which the Indemnified Party may incur as a result of any third party claim that the use by the Indemnified Party of any IP of the Indemnifying Party in accordance with this Agreement infringes the intellectual property rights of any third party.
13. Each party will maintain Commercial General Liability insurance with limits of at least \$5,000,000 to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement, subject to the terms and conditions of the policy. Each party will provide the other party with evidence of such insurance upon written request.
14. Cboe will obtain all necessary rights and permissions prior to providing personally identifiable information of Conference attendees to Sponsor. All such information shall be subject to Cboe’s Privacy Statement located at www.cboe.com/useradmin/privacystatement.aspx.
15. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, TRADING PERMIT HOLDERS, EMPLOYEES AND AGENTS BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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16. Sponsor agrees that Cboe may use the name, image, likeness and voice in audio and video recordings and photographs of Sponsor or any of its employees, agents and representatives attending the Conference (the “Materials”) for Cboe’s own marketing and promotional purposes. Sponsor represents that only those of its employees, agents and representatives who have consented to let Cboe use the Materials will be allowed by Sponsor to attend the Conference.
17. Nothing in the Agreement creates, or is intended to create, rights in favor of any third parties, including without limitation, the Conference facility, attendees, other sponsors, advertisers or other participants of the Conference. No waiver of any rights under this Agreement shall be effective unless it is in writing and executed by the party waiving such rights. Sections 5, 6, 12(d), 15 and 16 shall survive expiration or termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Each party hereby acknowledges that they have not relied on any promise, representation or warranty that is not set forth in this Agreement. No modification or amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each party.