



**SPONSORSHIP AGREEMENT
CBOE Risk Management Conference
Monarch Beach Resort, Dana Point, CA
March 8-10, 2017**

This Sponsorship Agreement (“Agreement”) for the 2017 CBOE Risk Management Conference US (“Conference”) is between Chicago Board Options Exchange, Incorporated (“CBOE”) and the undersigned sponsor (“Sponsor”). 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, Chicago Board Options Exchange, 400 South LaSalle Street, Chicago, Illinois 60605; garciaf@cboe.com; Fax (312) 786-7413.

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

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

By the signatures below, 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.

SPONSOR

CBOE

Signature

Signature

Title

Title

Company Name

Company Name

DATE

DATE

EXHIBIT A
CBOE Risk Management Conference
Monarch Beach Resort, Dana Point, CA
March 8 – 10, 2017

Sponsorship Application

Sponsor Information (Please print or type):

Contact Name	
Firm Name	
Firm Address	
Phone	
Fax	
Email	
Contact Name at conference	
Cell phone	
Email	



A description of each sponsorship opportunity can be found on the CBOE Risk Management Conference website at www.cboermcus.com.

Requested Sponsorship (Please check all that apply):

- General Conference Sponsor (\$7,500)
- Exhibitor Sponsor (\$10,000)
- Conference Jackets/Premier sponsorship, co-branded with CBOE (and subject to approval) (\$25,000)
- Conference Bags/Premiere sponsorship, co-branded with CBOE (and subject to approval) (\$25,000)
- Welcome Reception – Monday Evening (\$25,000)
- Wi-Fi/Internet Sponsorship (\$10,500)
- Welcome Reception Wine Bar (\$10,500)
- Hotel Room Key Cards (\$10,500)
- Lanyards for name badges (\$10,500)
- Charging Station (if available) (\$9,000)
- Seated Lunch (\$9,000)
- Notepads (\$8,500)
- Pens (\$8,500)
- Coffee Break (\$8,500) day/time _____
- Closing night buffet dinner (\$8,500)
- Media Sponsor (in exchange for print and internet RMC ad placement along with other promotion)

- Golf Tournament (\$15,000)
- Golf Box Lunch (\$8,500)
- Golf Beverage Cart (\$8,500)
- Golf Tournament Prizes (\$5,000 each)

- TOTAL**

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

Payment Information

<p>Payment Method: (Check one)</p> <p><input type="checkbox"/> Visa/MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Check* <input type="checkbox"/> Debit OCC</p>
<p>Card Number:</p>
<p>CCV:</p>
<p>Expiration date:</p>
<p>Name as it appears on card:</p>

*Please make checks payable to Chicago Board Options Exchange, Incorporated

* You may ask to have amount debited from your firm's account at OCC.

Exhibit B
Terms and Conditions of Sponsorship Agreement

The following Terms and Conditions shall automatically be incorporated by this reference into any Sponsorship Agreement by and between Sponsor and Chicago Board Options Exchange, Incorporated (CBOE) (“Agreement”).

1. Sponsorships are limited and will be accepted on a first-come, first-serve basis, at the discretion of CBOE.
2. Sponsorships include a limited number of complimentary registration passes for Sponsor employee representatives, based on sponsorship level. (Platinum level sponsors receive 6 complimentary staff registration passes, Gold level sponsors receive 4 complimentary staff registration passes, Silver level and Exhibit Booth sponsors receive 2 complimentary staff registration passes and General level sponsors receive 1 complimentary staff registration pass.) Additional registrations for all Sponsor employees (including General) may be available, at the discretion of CBOE, for a discounted fee of \$800.
3. Sponsorships include a limited number of complimentary registration passes for institutional investor clients of the Sponsor who would otherwise be eligible and approved for the rate of \$800 (institutional portfolio managers and traders at hedge funds and asset management firms). Platinum level sponsors receive 6, Gold level sponsors receive 4, Silver level receive 3 and General level receive one complimentary buy-side passes. Buy-side passes may not be used for additional staff attendees.

Please note that 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 is required.

4. In order to encourage qualified buy-side clients to attend the Conference, CBOE will provide Sponsor with additional complimentary registration passes for Sponsor representatives, provided that the Sponsor registers two qualified buy-side clients (otherwise approved at the zero rate or \$800 rate) for every one additional Sponsor representative (beyond the number stated above). In order to take advantage of this “special no charge rate”, the buy-side client must not already be registered for the Conference, and must attend the Conference.
5. Signed Agreement, Application and payment must be received and approved by CBOE before your company name and logo will be included in any 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.

6. 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.
7. Sponsor's name and logo will be added to the Risk Management Conference website as soon as possible after signed Agreement, application and payment are received and accepted.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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 FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.
14. Nothing in the Agreement creates, or is intended to create, rights in favor of any third parties, including without limitation, the 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 10(d) and 13 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. 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.