



SPONSORSHIP AGREEMENT
Cboe Risk Management Conference

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 **2020 Cboe RMC US** (the “Conference”). 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), sign the Agreement, and return to the Agreement and the completed Exhibit A by e-mail or mail to:

Felicia Garcia, Cboe Exchange, 400 South LaSalle Street, Chicago, Illinois 60605;
garciaf@cboe.com

Full payment must be received prior to Sponsor listing in Risk Management Conference promotional materials and in all cases must be received at least two weeks in advance of the start of the event.

Payment can be made by check, credit card, or authorization to debit Trading Permit Holder Firm account at the Options Clearing Corporation (“OCC”).

- To pay by credit card or to receive an invoice to be paid by check or debit at OCC, contact

Felicia Garcia
312-786-8310
fgarcia@cboe.com

- **Please make checks payable to Cboe Exchange, Inc.** and send to

Felicia Garcia
Cboe Global Markets
400 S. LaSalle St
Chicago, IL 60605

- If applicable, you may ask to have the amount debited from your firm’s OCC account. Contact Felicia Garcia and provide the account number information.



EXHIBIT A: Cboe Risk Management Conference Sponsorship Application

Sponsor Information (Please print or type):

FIRM Name	
Contact Name	
Firm Address	
Phone	
Email	

The sponsorship includes the following: **{insert sponsorship level and premium}**

The fee for the sponsorship is **{insert fee here}** ("Sponsorship Fee").

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 Exchange, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



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-serve basis, at the discretion of Cboe.
2. Sponsor Employee Registration Passes. Sponsorships may 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”). Additional registrations for Sponsor employees may be available, at the discretion of Cboe, at the current Standard Registration rate. The maximum number of registration passes available for a Sponsoring firm is six. The Registration Fee Schedule is located on the RMC Website.
3. “Buy-Side” Client Registration Passes. Sponsorships include a limited number of complimentary registration passes as indicated on the Sponsorship page on the RMC website, for institutional investor clients of Sponsor who would otherwise pay the discounted registration rate of \$800 for institutional portfolio managers and traders at hedge funds and asset management firms. Buy-side passes may not be used for additional Sponsor employee attendees.
4. In order to encourage buy-side clients to attend the Conference, Cboe will provide Sponsor with up to two additional complimentary employee registration passes (beyond the number of complimentary employee registration passes stated in Section 2 above) for every two Qualified buy-side clients that Sponsor registers. One additional employee pass will be granted for every two additional Qualified buy-side clients that the firm registers, up to a maximum of two additional passes. In order to qualify for this incentive, the buy-side clients’ names must be given to Cboe/registered more than two weeks before the conference (before February 17, 2020), using the Sponsor’s Customer Code, the client must not have already been registered for the Conference, and must attend the Conference.

Qualified buy-side clients include pension, endowment, and foundation fund investment officers or managers, consultants to pension funds (must be primary business), allocators at funds of funds, actuaries and insurance company asset managers.

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 should be made by credit card, electronic transfer 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.
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 FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.
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.