



SPONSORSHIP AGREEMENT

CBOE Risk Management Conference

This Sponsorship Agreement (“Agreement”) for CBOE Risk Management Conference is between Chicago Board Options Exchange, Incorporated (“CBOE”) and the undersigned sponsor (“Sponsor”). Sponsor desires to participate as a sponsor in the 2017 CBOE Risk Management Conference Europe (the “Conference”) to be held September 11-13, 2017 at THE GROVE hotel in Hertfordshire, WD3 4TG, UK. 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) 786-7409.

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

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:

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

DATE

CBOE:

SIGNATURE

PRINT NAME

TITLE

DATE

EXHIBIT A
CBOE Risk Management Conference
SPONSORSHIP APPLICATION

SPONSOR INFORMATION

PLEASE PRINT OR TYPE

CONTACT NAME

FIRM NAME

FIRM ADDRESS

PHONE

FAX

EMAIL

CONTACT INFORMATION

CONTACT NAME AT CONFERENCE

CELL PHONE

EMAIL

REQUESTED SPONSORSHIP

PLEASE CHECK ALL THAT APPLY

- General Conference Sponsor**
COST: \$7,500
- Exhibitor Sponsor**
COST: \$10,000
- Platinum Sponsorship: Conference Jackets Co-branded with CBOE***
COST: \$25,000
- Platinum Sponsorship: Conference Bags Co-branded with CBOE***
COST: \$25,000
- Platinum Sponsorship: Welcome Reception Package | Wednesday Evening**
COST: \$25,000
- Gold Sponsorship: Wi-Fi/Internet**
COST: \$15,000
- Gold Sponsorship: Charging Station**
COST: \$12,000
- Gold Sponsorship: Seated Luncheon | Tuesday**
COST: \$10,500
- Silver Sponsorship: Notepads**
COST: \$8,000
- Silver Sponsorship: Coffee Breaks Monday or Tuesday Afternoon**
COST: \$8,500 EACH
- Silver Sponsorship: Coffee Breaks Tuesday or Wednesday Morning**
COST: \$8,500 EACH
- Silver Sponsorship: 2 Coffee Breaks day/time**
COST: \$14,500
- Silver Sponsorship: 3 Coffee Breaks day/time**
COST: \$17,000
- Silver Sponsorship: Buffet Dinner Wednesday Evening**
COST: \$8,500
- Other:**

TOTAL

*SUBJECT TO APPROVAL

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

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

PLEASE PRINT OR TYPE

PAYMENT METHOD: (MARK THE ONE THAT APPLIES)

MASTERCARD

VISA

AMERICAN EXPRESS

CHECK*

DEBIT OCC

REQUEST INVOICE

CARD NUMBER

CCV

EXPIRATION DATE

NAME AS IT APPEARS ON CARD

***Please make checks payable to Chicago Board Options Exchange, Incorporated. If applicable, you may ask to have the amount debited from your firm's OCC account.**

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 Chicago Board Options Exchange, Incorporated (“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.cboermceurope.com (“RMC Europe Website”). Platinum level sponsors receive six (6), Gold level sponsors receive four (4), Silver and Exhibit Booth sponsors receive two (2) and General level sponsors receive one (1) complimentary employee registration passes. Additional registrations for all Sponsor employees 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, preapproval and advance registration is required.

4. In order to encourage buyside 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 buyside clients that Sponsor registers. In order to take advantage of this opportunity, the Sponsor’s buyside 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.

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.

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.