



**Cboe Sponsorship Agreement  
Risk Management Conference Asia  
Conrad Hong Kong  
December 5– 6, 2017**

This Sponsorship Agreement (“Agreement”) for the 2017 Cboe Risk Management Conference Asia (“Conference”) is between Cboe Exchange, Inc. (“Cboe” or 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 Asia 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 Global Markets, 400 South LaSalle Street, Chicago, Illinois 60605; [garciaf@cboe.com](mailto:garciaf@cboe.com); Fax (312) 786-7413.

Cboe Contacts:

For sponsorship or conference inquiries:

**Rick Rosenthal: +1-312-786-7062 or [rosenthal@cboe.com](mailto:rosenthal@cboe.com)**

For application, billing or shipping inquires:

**Felicia Garcia: +1-312-786-8310 or [garciaf@cboe.com](mailto: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

(10-17)



**EXHIBIT A**  
**Cboe Risk Management Conference Asia**  
**Conrad Hong Kong, Dec. 5-6, 2017**

**Sponsorship Application**

**Sponsor Information (Please print or type):**

<b>Contact Name</b>	
<b>Firm Name</b>	
<b>Firm Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Contact Name at conference</b>	
<b>Cell phone</b>	
<b>Email</b>	

A description of each sponsorship opportunity can be found on the Cboe Risk Management Conference Asia website at [www.cboermcasia.com](http://www.cboermcasia.com).

**Requested Sponsorship (Please check all that apply):**

- General Conference Sponsor (\$4,500)
- Exhibitor Sponsor (\$6,000)
- Conference Jackets/Premier sponsorship, co-branded with Cboe (and subject to approval) (\$15,000)
- Media Sponsor (in exchange for print and internet RMC ad placement along with other promotion)
- Conference Bags/Premiere sponsorship, co-branded with Cboe (and subject to approval) (\$15,000)
- Wi-Fi/Internet Sponsorship (\$7,500)
- Charging Station (if available) (\$7,500)
- Registration Badge Lanyards (\$5,500)
- Notepads (\$5,500)
- Pens (\$5,500)
- Hotel Room Key Cards (\$5,500)
- Welcome Reception – Wednesday Evening (\$16,500)
- Welcome Reception Wine Bar (\$7,500)
- Coffee Break (\$5,000) Please specify day and AM or PM
  
- TOTAL



Full payment must be received prior to Sponsor listing 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.

**Payment Information**

<b>Payment Method: (Circle one)</b>  <b>Visa MasterCard American Express / Check* / Debit OCC</b>
<b>Card Number:</b>
<b>CCV:</b>
<b>Expiration date:</b>
<b>Name as it appears on card:</b>

\*Please make checks payable to Cboe Exchange, Inc.



## **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 Cboe Exchange, Inc. ("Agreement").

1. Sponsorships are limited and will be accepted on a first-come, first-serve basis, at the discretion of Cboe.
2. Sponsorships other than General Sponsorship, 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 and Exhibit Booth sponsors receive 2 complimentary staff registration passes.) Additional registrations for all Sponsor employees (including General) may be available, at the discretion of Cboe, for a discounted fee of \$400.
3. 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 for specified buy side customers) 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.



9. 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: (a) for the purposes of the Conference, and such other purposes expressly made known by Sponsor; (b) in the territories required to achieve that purpose; and (c) in the form provided by Sponsor and in accordance with any standards, directions and / or specifications provided by Sponsor in writing from time to time, and with Sponsor's prior written approval.
- (b) Cboe acknowledges and agrees that: (a) it shall not use any Sponsor IP other than as permitted by, and in accordance with, this Agreement; (b) it shall not acquire any rights in respect of any Sponsor IP and any goodwill derived from Cboe's use of Sponsor IP shall accrue to Sponsor and not to Cboe; and (c) it shall not do, omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to any Sponsor IP or to any associated reputation or goodwill.
- (c) Cboe shall use reasonable efforts to ensure that there is consistency of colour, size and position of name(s) and logo(s) provided by Sponsor across all materials, and that they are not used in a size which is so small that it is liable to lose any graphical or textual element.
- (d) No license is granted by Sponsor to use any Sponsor IP other than as expressly set out in this Agreement.
- (e) 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.
- (f) 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.

10. 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.

11. 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](http://www.cboe.com/useradmin/privacystatement.aspx).

12. 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. This paragraph shall survive expiration or termination of this Agreement.
  
13. 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. 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.