



SPONSORSHIP & EXHIBITOR AGREEMENT 2020

This Sponsorship and Exhibitor Agreement ("Agreement") for the 2020 Options Industry Conference ("Event") is between The Options Clearing Corporation ("OCC") and _____ ("Company").

Legal Company Name

Please fill in the information below, sign as indicated, and return this to: Tricia Perl, The Options Clearing Corporation, 125 S. Franklin Street, Suite 1200, Chicago, IL 60606. Or, send via email to pperl@theocc.com.

SPONSORSHIP AND EXHIBIT SELECTION (SEE "SPONSORSHIP & EXHIBITOR PROSPECTUS" FOR DETAILS):

Sponsorship Item(s) _____

Total Sponsorship Fees _____

Exhibit Lounge Fees

- \$6,500 for a 8' x 10' single lounge space \$10,000 8' x 20' double lounge space

Total Sponsorship and Exhibitor Fees: _____

COMPANY INFORMATION (PLEASE PRINT OR TYPE)

Contact Information

Company Name (to appear on Conference Materials) _____

Address _____

City/ State/ Zip _____

Contact Name _____ Title _____

Email _____

Phone _____ Fax _____

Company Conference Logistics Contact

Name (if different from Contact Information column) _____

Address _____

City/ State/ Zip _____

Contact Name _____ Title _____

Email _____

Phone _____ Fax _____

PROCESSING AND RETURN OF AGREEMENT

Please sign, print your name, title and date in the space below and return this Agreement to OCC. OCC will email Company acknowledging receipt of signed Agreement.

Company

Signed _____

Name _____

Title _____

Date _____

The Options Clearing Corporation

Signed _____

Name _____

Title _____

Date _____



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TERMS AND CONDITIONS

1. BINDING ON COUNTERSIGNATURE

The Agreement shall become binding and effective only upon countersignature by OCC. OCC will return a countersigned copy to Company.

2. FEES

OCC will invoice Company for payment of fees due under this Agreement (“Sponsorship and Exhibitor Fees”). Company will pay Sponsorship and Exhibitor Fees as provided in that invoice. Unless otherwise explicitly stated herein, all Sponsorship and Exhibitor Fees paid are non-refundable.

3. EVENT CHANGES

OCC may, in its reasonable discretion, change Event dates and times, and may cancel any portion of the Event. OCC shall make reasonable efforts to accommodate Company if the Company’s sponsorship or exhibit is materially diminished or modified as a result of such changes, but OCC is not obligated to refund any paid Sponsorship and Exhibitor Fees. OCC shall inform Company of any such changes promptly and in writing.

4. TERMINATION

Company may only terminate this Agreement as provided herein. Company may terminate this Agreement on 15 days’ prior written notice to OCC. If Company terminates this Agreement on or prior to December 31, 2019, OCC will refund 50% of the Sponsorship and Exhibitor Fees paid by Company prior to such date. If Company terminates this Agreement after December 31, 2019, Company will remain obligated to pay 100% of the Sponsorship and Exhibitor Fees and will not be entitled to a refund of all or any portion of Sponsorship and Exhibitor Fees prepaid by Company.

OCC may terminate this Agreement at any time for any reason upon written notice to Company. If OCC terminates this Agreement, OCC shall refund to Company any Sponsorship and Exhibitor Fees paid by Company. This refund is Company’s sole and exclusive right and remedy in the event of termination by OCC, and Company will not be entitled to any other payment or claim for damages, whether incidental, direct, consequential, special or otherwise in the event of termination by OCC.

5. FORCE MAJEURE

Any failure or delay by OCC in the performance of its obligations under this Agreement will not be deemed a default under the Agreement or grounds for termination hereunder, provided that such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented through the use of alternate sources, work-around plans or other means to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, public utility electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, labor difficulties, court order, convention center/hotel construction or renovation project, government regulation, public catastrophe, or any other similar cause beyond the reasonable control of OCC (each, a “Force Majeure Event”). If, because of a Force Majeure Event, the Event or any part thereof is prevented from being held, is canceled by OCC or the space becomes unavailable, OCC, in its sole discretion, shall determine and refund to the Company its proportionate share of the balance of the aggregate Sponsorship and Exhibitor Fees received which remains after deducting expenses incurred by OCC and reasonable compensation to OCC. In no case shall the amount of the refund to the Company exceed the amount of the Sponsorship and Exhibitor Fees paid by Company.

6. NO ASSIGNMENT

The rights hereunder are exclusive to Company. Company may not assign its rights or obligations hereunder to a third party without the prior written consent of OCC.

7. RESTRICTIONS

Except as provided in this Agreement, Company may neither (i) host, sponsor, or participate in any hospitality suites/rooms, social functions, education seminars, outings, group activities, or similar events during or related to the Event, nor (ii) distribute sales or promotional materials, any item with Company’s logo, or any gifts to attendees, including without limitation in or on hotel room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility. All activities and events conducted by Company during the Event, including events permitted by OCC, must be contracted through OCC, or OCC’s designee. Company may not contract directly with the hotel, its vendors, or other Event venues.

8. INDEMNITIES AND LIMITATION OF LIABILITY

NEITHER OCC NOR ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, REPRESENTATIVES AND AGENTS ARE RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE THAT MAY OCCUR TO COMPANY OR ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, REPRESENTATIVES



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AND AGENTS OR ANY OF THEIR RESPECTIVE PROPERTY, BUSINESSES, OR OTHER ACTIVITIES FROM ANY CAUSE WHATSOEVER. Company assumes all such risk. Except to the extent such Losses (as defined below) are the result of OCC's gross negligence or willful misconduct, Company will indemnify, defend, protect and hold harmless OCC (and its successors, assigns, officers, directors, employees, contractors, consultants, representatives and agents) from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands and expenses, including reasonable legal fees and expenses (collectively, "Losses"), arising out of:

- any breach of this Agreement by Company;
- any violation by Company of any law, rule, regulation, or rules of the facility at which the Event occurs in connection with Company's performance of this Agreement;
- infringement of the intellectual property rights of any third party by Company in connection with its performance of this Agreement;
- the death or personal injury of third parties, including invitees or employees of OCC, arising out of, or in any way resulting from, the negligent or willful acts or omissions of Company, and any of its agents, employees or representatives; or
- any other act or omission by Company in connection with its performance of this Agreement or presence at the Event.

Company's indemnity and defense obligations cover all claims brought under common law or statute, including but not limited to strict tort liability, strict products liability, negligence, misrepresentation, or breach of warranty. Company will indemnify OCC against any and all costs and expenses incurred in connection with the enforcement of this provision.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OCC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION.

9. COMPLIANCE WITH LAWS

Company shall abide by and comply with all applicable laws, rules and regulations, ordinances, and all rules of the facility at which the Event occurs.

10. INSURANCE

Company shall obtain and maintain liability insurance providing coverage against injuries to the person and property of others, with minimum limits that are commercially reasonable for the type of business and activities engaged in by Company. Company agrees to furnish evidence of such insurance upon request by OCC. Company hereby waives all rights of subrogation against OCC and the owner and manager of the Event venue. All property of Company shall remain under Company's custody and control, in transit to, within, or from the confines of the Event.

11. SEVERABILITY

Invalidity, illegality or unenforceability of any provision of this Agreement does not affect any other provision. If a court finds a provision of this Agreement invalid, illegal or unenforceable (an "Unenforceable Provision"), that provision will be severed and this Agreement will remain in force in all other respects. If that happens, the parties shall negotiate in good faith a valid provision that corresponds as far as possible to the spirit, purpose and commercial value of the Unenforceable Provision.

12. LICENSE GRANT

Company grants a limited license to OCC as may be necessary for OCC to fulfill its obligations under this Agreement or at the Event. Such license grant includes the use of Company's logos, trademarks, and copyrights in any materials related to Event, including without limitation, advertising materials, promotional materials, and other creative works in any media.

13. NO WAIVER

The failure of any party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter, nor will the waiver of any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

14. GOVERNING LAW

The Agreement will be interpreted in accordance with, and governed by, the laws of Illinois, without reference to its choice of law rules. Any actions or proceedings by a party against the other party in connection with this Agreement may only be brought in the State of Illinois. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of or relating to this Agreement.