SPONSORSHIP AGREEMENT

35th Annual Options Industry Conference
JW Marriott Camelback Inn • Scottsdale, AZ • May 10-12, 2017

Options Industry CONFERENCE

This Sponsorship Agreement ("Agreement") for the 2017 Options Industry Conference ("Event") is between The Options Clearing Corporation ("OCC") and the Sponsor ("Sponsor") named below.

Please fill in the information below, sign as indicated, and return this to: Caroline Davis, The Options Clearing Corporation, 1 North Wacker, Suite 500, Chicago, IL 60606. Or, send via email to cdavis@theocc.com.

SPONSORSHIP DETAILS (SEE PAGES 4-9 OF "SPONSORSHIP & EXHIBITOR PROSPECTUS" FOR DETAILS):

Sponsorship Item(s) _____

Total Sponsorship Cost _____

SPONSOR INFORMATION (PLEASE PRINT OR TYPE)

Sponsor Contact Information (to appear on Conference Materials)

Company Name _____

Address _____

City/ State/ Zip _____

Sponsor Contact Name _____ Title _____

Email _____

Phone _____ Fax _____

Sponsor Conference Logistics Contact

Company Name _____

Address _____

City/ State/ Zip _____

Sponsor Contact Name _____ Title _____

Email _____

Phone _____ Fax _____

PROCESSING AND RETURN OF AGREEMENT

OCC will email Sponsor acknowledging receipt of signed Agreement. If the form is complete and OCC accepts the Agreement, OCC will send Sponsor a countersigned Agreement and an invoice to Sponsor requesting payment.

SPONSOR

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 Sponsor as described above.

2. FEES

OCC will invoice Sponsor for payment of fees due under this Agreement. Sponsor will pay these fees as provided in that invoice. Unless otherwise explicitly stated herein, all Sponsorship 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 Sponsor if the Sponsor's sponsorship is diminished or modified as a result of such changes, but OCC is not obligated to refund any prepaid fees. OCC shall inform Sponsor of any such changes promptly and in writing.

4. TERMINATION

Sponsor may only terminate this Agreement as provided herein. Sponsor may terminate this Agreement on 15 days' prior written notice to OCC at the address provided above. If Sponsor terminates this Agreement: (1) on or prior to December 31, 2016, then OCC will refund 50% of any fees prepaid by the Sponsor and OCC will retain the remaining 50% of prepaid fees; but Sponsor (a) remains obligated to pay all fees due or owing prior to the termination, and (b) is relieved of the obligation to pay any fees due following the date of termination; and (2) after December 31, 2016, then OCC will retain all fees prepaid by Sponsor, and Sponsor remains obligated to pay all fees due or owing under this Agreement.

OCC may terminate this Agreement at any time upon written notice to Sponsor. If OCC terminates this Agreement, OCC shall promptly refund any prepaid fees to Sponsor, and Sponsor is relieved of the obligation to pay any fees due following the date of termination. This refund is Sponsor's sole and exclusive right and remedy in the event of termination by OCC.

5. FORCE MAJEURE

If, because of war, fire, strike, Convention Center/hotel construction or renovation project, government regulation, public catastrophe, an act of terrorism or public enemy, or an Act of God, 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 Sponsor its proportionate share of the balance of the aggregate Sponsor 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 Sponsor exceed the amount of the fee paid.

6. NO ASSIGNMENT

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

7. RESTRICTIONS

Except to the extent Sponsor is an OCC approved exhibitor at the Event or as otherwise explicitly permitted by OCC, Sponsor may neither (1) host, sponsor, or participate in any hospitality suites/rooms, social functions, education seminars, outings, group activities, or similar events during the Event; nor (2) distribute sales or promotional materials, any item with Sponsor's logo, or any gifts to attendee hotel room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility. All activities and events conducted during the Event, including events permitted by OCC, must be contracted through OCC, or OCC's designee. Sponsor 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 SPONSOR OR ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, REPRESENTATIVES AND AGENTS OR ANY OF THEIR RESPECTIVE PROPERTY, BUSINESSES, OR OTHER ACTIVITIES FROM ANY CAUSE WHATSOEVER. Sponsor assumes all such risk. Sponsor 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, arising out of:

- any breach of this Agreement by Sponsor.
- a violation of any law, rule, regulation, or authority by Sponsor in connection with its performance of this Agreement.
- infringement of the intellectual property rights of any third party by Sponsor 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 Sponsor, and any of its agents, employees or representatives.

Sponsor'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. Sponsor will indemnify OCC from any 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

Each party 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

Sponsor 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 Sponsor. Sponsor agrees to furnish evidence of such insurance upon request by OCC. Sponsor hereby waives all rights of subrogation against OCC and the owner and manager of the Event venue. All property of Sponsor shall remain under Sponsor'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, that provision will be severed and this Agreement will remain in force in all other respects.

12. LICENSE GRANT

Sponsor grants a limited license to OCC as may be necessary for OCC to fulfill its obligations under this Agreement or the Event. Such license grant includes the use of Sponsor'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 either 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 either 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.