



**SPONSORSHIP AGREEMENT**  
**28<sup>th</sup> Annual Options Industry Conference**  
**JW Marriott Desert Ridge**  
**April 29 – May 1, 2010**

This Sponsorship Agreement (“Agreement”) for the 2010 Options Industry Conference (“Event”) is between International Securities Exchange (“ISE”) and the Sponsor (“Sponsor”) named below. The terms and conditions outline herein and in the attached Exhibit A shall govern this relationship.

To become a Sponsor of the Event, please complete, execute and return this Agreement to: Ashley Elliott, International Securities Exchange, 60 Broad Street, 26<sup>th</sup> Floor, New York, NY 10004. Payment is due within 30 days of the invoice date.

Please make checks payable to International Securities Exchange, LLC. Please email any questions to [OIC2010@ise.com](mailto:OIC2010@ise.com).

**SPONSORSHIP:** \_\_\_\_\_

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

\_\_\_\_\_  
 Company Name as you wish it to appear on conference materials and website

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City/State/Zip

\_\_\_\_\_  
 Sponsor Contact Name Title

\_\_\_\_\_  
 Phone Fax E-mail

**Requested Sponsorship:**

ISE will deliver an e-mail to Sponsor acknowledging receipt of the executed Agreement and payment.

**Authorization**

By the signature below, the individual signing this Agreement represents that he or she has been authorized to execute this Agreement on behalf of the Sponsor, and that he or she has read, fully understands and agrees to the Terms and Conditions of this Agreement.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**For Office Use Only**

Date Received \_\_\_\_\_ Check Number \_\_\_\_\_ Amount \_\_\_\_\_

Accounting Code: 238103-OIC receivables

**Exhibit A**  
**Terms and Conditions of Sponsorship Agreement**  
**28th Annual Options Industry Conference**  
**JW Marriott Desert Ridge**  
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The following Terms and Conditions shall automatically be incorporated by this reference into any Sponsorship Agreement, or Exhibit or Addendum thereto, which is approved and accepted by ISE (an "Agreement"). Unless otherwise defined herein, capitalized terms shall have the definitions set forth in the Sponsorship Agreement to which this is attached. All references to "the Agreement" and "the Event" shall mean in each case an individual Agreement between Sponsor and ISE and the Event which is the subject of that Agreement.

**1. EFFECTIVENESS OF AGREEMENT**

The Agreement shall become binding and effective only upon delivery by Sponsor to ISE of Sponsor's completed and executed Agreement. Sponsor's confirmation of receipt of the executed Agreement shall be deemed delivered to ISE in the following instances: (1) Sponsor places the executed Agreement in the U.S. mails, postage prepaid, properly addressed to ISE; (2) Sponsor sends an e-mail to ISE of the Agreement executed by Sponsor; (3) Sponsor personally delivers the executed Agreement to ISE, via courier service or otherwise; (4) Sponsor sends the executed Agreement to ISE by facsimile, and receives electronic confirmation of receipt by ISE.

**2. FEES**

Payment for all fees is due immediately upon receipt of the invoice by Sponsor. Unless otherwise explicitly stated herein, all Sponsorship fees paid are non-refundable. If Sponsor fails to make any payment described in this Agreement, the Sponsor's right to sponsorship of the Event may be canceled without further notice and without refund of monies paid. If the Sponsor cancels its sponsorship of the event, such cancellation shall be considered Sponsor's default and the Sponsor will remain obligated for 100% of the agreed upon sponsorship fees. Upon Sponsor's default any monies paid will be retained by ISE, and any amounts payable to ISE hereunder shall become immediately due and payable.

**3. EVENT DATES AND HOURS**

ISE reserves the right to make any changes as it may deem appropriate to Event dates and times. ISE shall communicate any changes to Event dates and times to Sponsor as soon as commercially practicable.

**4. CANCELLATION OR TERMINATION**

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 ISE or the space becomes unavailable, ISE, 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 ISE and reasonable compensation to ISE. In no case shall the amount of the refund to the Sponsor exceed the amount of the fee paid. ISE reserves the right to cancel any portion of the event as it deems necessary and appropriate. All change and/or changes/cancellations will be communicated to Sponsor in writing.

Cancellation of any portion of the Sponsorship Agreement by the Sponsor will be accepted only in writing. Sponsor will remain obligated for 100% of the contracted fees. If in order to collect unpaid fees ISE pursues legal remedies, Sponsor will pay ISE for all legal and related expenses, court fees, staff times, etc., so incurred.

**5. CHANGES TO AGREEMENT**

In accordance with Paragraph 3 above and Paragraph 4 above, ISE may make certain changes to the Event, which may result in changes to the portion(s) of the Event which Sponsor's has sponsored. ISE shall make all reasonable efforts to accommodate Sponsor in the event that Sponsor's sponsorship is either diminished or modified, but in no way shall ISE be responsible for refunding any of Sponsor's fees paid. All changes and/or changes/cancellations shall be communicated to Sponsor as soon as commercially practicable.

**6. EVENT PARTICIPATION**

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 ISE, which ISE may grant or withhold at its sole discretion. No firm or organization not assigned to participate in the Event will be permitted to solicit business at the Event.

Sponsor Initials\_\_\_\_\_

## 7. RESTRICTIONS

Except as explicitly permitted by ISE, Sponsor shall not host, sponsor, or participate in any hospitality suites/rooms, social functions, education seminars, outings, group activities, or similar events during the Event or distribute sales or promotional materials, any item with Sponsor's logo, or gifts to attendee sleeping room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility, except, in the case where Sponsor is also an exhibitor at the Event, as authorized and acknowledged by ISE, in Sponsor's exhibitor booth space. All activities and events conducted during the Event, including events permitted by ISE, must be contracted through ISE, or ISE's designee. Sponsor shall not contract directly with the hotel, its vendors, or other Event venues for any element of a hospitality event.

## 8. INDEMNITIES AND LIMITATION OF LIABILITY

Neither ISE nor its shareholders, officers, directors, employees, agents, independent contractors or representatives shall be responsible for any injury, loss, or damage that may occur to Sponsor or to Sponsor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during, or subsequent to the Event. By signing the Agreement, Sponsor assumes all such risk and expressly releases, and agrees to indemnify, defend and hold harmless, ISE and its shareholders, officers, directors, employees, agents, independent contractors and representatives from any and all claims for such loss, injury, or damages. Furthermore, Sponsor releases and discharges ISE and its shareholders, officers, directors, employees, agents, independent contractors and representatives from any and all liabilities arising out of, or in any way related to, the selection, rejection, or removal of Sponsor to or from the Event and enforcement of the Agreement. Sponsor also hereby agrees to indemnify, defend and hold harmless ISE and its shareholders, officers, directors, employees, agents, independent contractors and representatives, from and against any and all losses, damages, suits, claims, causes of action, liabilities, expenses, costs and attorneys' fees incurred, arising out of, resulting from Sponsor's infringement of the intellectual property rights of any third party, or any of its agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives, in distributing, selling, or offering to distribute or sell any product or service, in allowing any person to test any product or service, or in offering sample use of any product or service, whether occurring prior to, during or after the Event.

## 9. OBSERVANCE OF LAWS

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.

## 10. INSURANCE

Sponsor shall obtain and maintain throughout the term of the Event, 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 ISE. Sponsor is advised to carry adequate insurance coverage for all property of the Sponsor, insuring against loss by all risks. Sponsor hereby waives all rights of subrogation against ISE 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. It is recommended that Sponsor take precautionary measures of its own, such as the securing of small or easily portable articles of value.

## 11. AGREEMENT TO TERMS, CONDITIONS, AND RULES

The Sponsor agrees to observe and abide by the foregoing terms, conditions, and rules, and by such additional terms, conditions, and rules established by ISE from time to time for the efficient and safe operation of the Event, including, but not limited to, those contained in this Agreement. Event Sponsors have been invited to participate in this Event based on the mutually beneficial business relationship they share with ISE. If the nature of this relationship changes after this contract is signed, ISE has the right to cancel this Agreement, refund all fees in full to the Sponsor, and offer the Sponsorship to another entity. There is no other agreement or warranty between the Sponsor and ISE except as set forth in this document and any addenda/exhibits hereto. The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement. The rights of ISE under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of ISE.

## 12. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of New York without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Sponsor irrevocably consents to the personal jurisdiction of the state and federal courts located in New York. 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 directly or indirectly arising out of or relating to this Agreement.

Sponsor Initials \_\_\_\_\_