



Group Event Sponsorship Terms and Conditions

The Corporate Legal Operations Consortium (“CLOC”) thanks you for your dedication and commitment to the CLOC community and your desire to sponsor a CLOC Group event (the “Group Event”) in accordance with these terms and conditions and its related Order Form (together, the “Agreement”). All references to you, You or Sponsor, refer to the entity completing the Order Form.

General Terms and Conditions

1. **Process.** During any year, CLOC may offer/facilitate different sponsorship opportunities for regional group events. All opportunities are subject to the terms and conditions included herein. Further, the nature of any given event may require additional terms.

Sponsorship opportunities for Regional Group events may be initiated by the sponsor or by regional group leaders with support from CLOC staff. Further, CLOC offers an online procurement portal with a digital catalog of sponsorable opportunities that vary depending on the event or activity hosted by CLOC. Sponsors may select opportunities from the portal that it seeks to purchase (a “Package”). As part of this ordering process, CLOC will collect contact and payment information from Sponsor. By selecting a Package and entering Sponsor’s information, the sponsor is completing an order with CLOC and agreeing to all of the terms of this Agreement. The specific details pertaining to the Group Event and Sponsor’s Package captured through CLOC’s online procurement process represent the Order Form. Custom sponsorship opportunities may also be created separately from the digital catalog.

2. **Obligations.** CLOC agrees to provide Sponsor with the Package selected during the purchasing process and captured on the Order Form, or agreed upon custom sponsorships. Sponsor agrees that sponsoring an event is at its own risk. Sponsor agrees to meet all requirements that pertain to the Package and to pay the fee due and owing for the Package (the “Sponsorship Fee”).

3. **Payment.** The Sponsorship Fee is due and payable in full within 10 days from the date Sponsor completes the Order Form. Failure to submit payment of the Sponsorship Fee in full in a timely manner, as determined by CLOC, will result in the immediate and automatic termination of this Agreement. The Sponsorship Fee is non-refundable for any reason, except as specifically set forth below. CLOC supports wire transfer, ACH payments, physical check payments, Credit Card (sponsors subject to 3% convenience fee), and PayPal for financial transactions.

4. License. Each party grants the other party a non-transferrable, worldwide, revocable, non-assignable, royalty free, license to use the other party's trademarks, logos, service marks, or trade names made available by that party (the "Marks") solely with respect to the advertising, promotion, and execution of the Group Event, and with respect to Sponsor's Marks, solely as needed by CLOC to fulfill its obligations to Sponsor. A party's use of the other party's Marks will be consistent with any guidelines provided by a party to the other. Other than as set forth in this agreement, each party, as the licensor, retains all right, title and interest in and to its Marks. All use of a party's Marks is specifically restricted to the Group Event only. If CLOC determines, in its sole discretion, that Sponsor's use of any CLOC Mark reflects negatively on or is otherwise harmful or unacceptable to CLOC, Sponsor will cease such use immediately upon receipt of notice by CLOC.

5. Data & Privacy. Each party acknowledges that it has given no consideration specifically for any transfer of personal information and that any such personal information is incident to the performance of the parties' obligations under this Agreement and is subject to separate and specifically authorization in writing. Sponsor represents and warrants to CLOC that it will comply with (a) all applicable United States federal, state, and local laws and regulations, and (b) the applicable laws and regulations of other applicable countries in connection with its use of the Group Event registration list and the information contained therein, including, without limitation, the Brazilian General Protection Law (LGPD), California Privacy Rights Act (CPRA), General Data Protection Regulation (EU) 2016/679 (GDPR) and other applicable data privacy laws, statutes and regulations.

6. Speaking Opportunities. If and only when the Group Event includes the ability for a Sponsor representative to speak or present, the following section applies and "Sponsor" includes the specific representative. Sponsor agrees that CLOC has the final say with respect to content and all other related matters (including selected speaker or presenter). Sponsor must deliver drafts and final versions of all speeches or presentations, speaker biographies and other materials for CLOC's prior approval in accordance with CLOC's schedule and deadlines. Further, all such materials must meet CLOC's standards and content requirements. All speakers must sign a speaker agreement with CLOC in the form provided by CLOC prior to the Group Event. Any failure to comply may result in Sponsor not speaking at the Group Event, in CLOC's sole discretion.

7. Term. This Agreement is effective as of the date last signed below and will terminate upon conclusion of the Group Event. Sections 9-14 will survive termination.

8. Cancellation by Sponsor. Sponsor may cancel its sponsorship of the Group Event at any time upon written notice to CLOC; provided Sponsor agrees the Sponsorship Fee is non-refundable. Further, Sponsor is responsible and will pay for all costs and expenses incurred by CLOC in connection with cancellation, including, without limitation, costs associated with removing Sponsor's name and Marks from all advertising, signage and other materials and the costs associated with reprinting such materials.

9. Cancellation or Termination by CLOC. CLOC may, in its sole discretion, change the format, cancel the Group Event or terminate this Agreement for any reason; provided if CLOC elects to cancel the Group Event or terminate this Agreement, CLOC will refund the Sponsorship Fee to Sponsor and CLOC will not be responsible for any other costs or expenditures incurred by Sponsor.

10. No Warranties. THE GROUP EVENT AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CLOC DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, AS TO THE ATTENDANCE, REGISTRATION, CONTACTS, LEADS, OR EVENT SUCCESS. ANY

IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR STATUTORILY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY NON-ECONOMIC DAMAGES OR EXPENSES OR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR ECONOMIC ADVANTAGE), REGARDLESS OF THE NATURE OF THE CLAIM OR RELIEF REQUESTED. EXCEPT FOR GDPR, LGPD AND OTHER DATA PRIVACY LAW VIOLATIONS, EACH PARTY'S LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE SPONSORSHIP FEES PAID TO CLOC UNDER THIS AGREEMENT.

12. Force Majeure. Performance required by this Agreement (other than payment of fees owed) shall be excused and both parties shall be relieved of their obligations under the Agreement, if extraordinary occurrences beyond the control of the party seeking to be excused (such as acts of God, war, terrorist acts, government regulation, riots, or disasters, pandemics, strikes and labor disputes involving hotel employees) render performance or holding the Group Event impracticable, inadvisable, impossible or illegal ("Force Majeure").

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America, excluding any laws or principles regarding the conflict or choice of laws and the federal courts located in Chicago, IL, U.S.A. shall have exclusive jurisdiction of all matters.

14. Severability. If any provision of the Agreement is held to be void, invalid or inoperative, the remaining provisions of the Agreement will continue in effect and the invalid portion of any provision will be deemed modified to the least degree necessary to remedy the invalidity while retaining the original intent of the parties.

15. Electronic Signature. By clicking agree, or otherwise completing an Order Form, you represent and warrant that You are authorized to enter into this Agreement on Sponsor's behalf and that Sponsor acknowledges and accepts the terms of this Agreement and consents to electronic signature.

16. Entire Agreement. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such matter, whether oral or written. This Agreement may only be amended or modified in a writing duly executed by both parties.

In the event of any ambiguity, doubt, or dispute related to the interpretation of this Agreement, the parties agree that the text provided in English shall prevail over any translated version. In situations of conflict between translated versions, the English version will be considered authoritative and decisive for the resolution of the matter.