

SPONSORSHIP TERMS AND CONDITIONS

These Sponsorship Terms and Conditions (the “Sponsorship Terms”) are subject to, and incorporate herein by reference, the current The Clearing House Website Terms and Conditions of Use available at www.theclearinghouse.org/terms-and-conditions (the “Website Terms”). In the event of any inconsistency between these Sponsorship Terms and the Website Terms, the Website Terms shall prevail unless expressly noted otherwise herein. The Sponsorship Terms, the Website Terms, and the Event Prospectus (as defined below) are referred to collectively herein as the “Sponsorship Agreement.”

Capitalized terms used and not otherwise defined herein have the meanings provided in the Website Terms.

Notwithstanding anything in the Website Terms to the contrary, for purposes of this Sponsorship Agreement, the term “You” and “Your” shall refer, collectively and individually, to the individual using the Site to purchase a Sponsorship Opportunity and to the entity on whose behalf such individual is purchasing such Sponsorship Opportunity.

“Event Prospectus” refers to the documentation provided by TCH through the Site relating to a TCH-hosted event (“Event”) for which TCH is offering one or more opportunities for sponsorship (each such, a “Sponsorship Opportunity”). Events may be held through any combination of in-person, virtual, or other means. For the avoidance of doubt, any Sponsorship Opportunity is both a Service and Content, and Your purchase of and participation in any Sponsorship Opportunity constitutes Use.

1. Acceptance of Terms. Sponsorship Opportunities are offered by TCH subject to the Sponsorship Agreement. BY PURCHASING AND/OR PARTICIPATING IN A SPONSORSHIP OPPORTUNITY, YOU ACCEPT THIS SPONSORSHIP AGREEMENT AND YOU AGREE TO BE BOUND BY THIS SPONSORSHIP AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS SPONSORSHIP AGREEMENT, DO NOT PURCHASE A SPONSORSHIP OPPORTUNITY.

2. TCH Obligations. In consideration for Your purchase of a Sponsorship Opportunity, TCH shall provide You the benefits set out in the applicable Event Prospectus, which is incorporated by reference and hereby made a part of this Agreement.

3. Your Obligations. Your obligations and requirements are as set forth in this Agreement and the applicable Event Prospectus, including, without limitation, paying to TCH the fee (the “Sponsorship Fee”) set forth in the Event Prospectus. The Sponsorship Fee is payable to TCH as provided in the Event Prospectus.

4. Your Materials. You grant to TCH the right to use Your trademarks, trade names, and logo designs and company descriptions as prepared and delivered to TCH by You (“Your Materials”), in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Event. You represent and warrant that You have the necessary intellectual property rights in Your Materials to grant TCH the license described in this section. You represent and warrant that Your Materials do not infringe on or misappropriate the intellectual property of any third party.

5. Representations. You represent and warrant that You are authorized and have the full power to enter into and perform according to the terms of this Agreement. You represent and warrant that Your Use will not adversely affect TCH’s name, interests, business, or reputation.

6. Termination. Termination by TCH. In the event TCH unilaterally terminates this Sponsorship Agreement for any reason other than Your breach, TCH shall refund any Sponsorship Fees received from You. Termination for Breach. In the event of failure by one party to comply with any of the provisions of this Sponsorship Agreement, the other party shall have the right to terminate the Sponsorship Agreement

upon written notice and with immediate effect and without prejudice to any other remedies under this Sponsorship Agreement. Survival. In the event of termination or expiration of this Sponsorship Agreement, paragraphs 4, 5, 6, 7, and 8 shall survive, along with any other provisions which, by their nature, must survive termination or expiration in order to effectuate the original intent of the parties in entering into this Sponsorship Agreement.

7. No Partnership or other Association. This Sponsorship Agreement shall not be construed as constituting either party as the partner of the other or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power, or authority (express or implied) to create any duty or obligation of the other party. Each party shall be responsible for the management, direction, and control of its employees when acting as such.

8. Photography, Audio, and Video Recordings. You acknowledge that TCH, in its sole discretion, may capture photographs and audio or video recordings of the Event, and You consent to the same. You further agree that any photography or videography containing Your likeness or the likeness(es) of Your employee(s)/attendee(s) attending the Event shall become the property of TCH and may be published or reproduced for purposes of publicizing TCH’s programs or for any other lawful purpose without any financial compensation due to or further consent required from You.

9. Compliance with Applicable Laws. Each party is obligated to comply with all laws and regulations applicable to its performance under this Sponsorship Agreement.

10. Assignment. This Sponsorship Agreement may not be assigned by either party without prior written consent of the other party.

11. Entire Agreement, Amendments. This Sponsorship Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. Any amendment to the terms of this Sponsorship Agreement shall be in a writing signed by both parties.