



ILLINOIS INSTITUTE for CONTINUING LEGAL EDUCATION

IICLE Sponsorship Order / Formlaw Sponsorship

Prepared for _____

Please return a signed copy of this Order to Curt Conrad at: cconrad@iicle.com or fax to 217.546.6096

Contact: _____

Total Amount Due: \$ _____

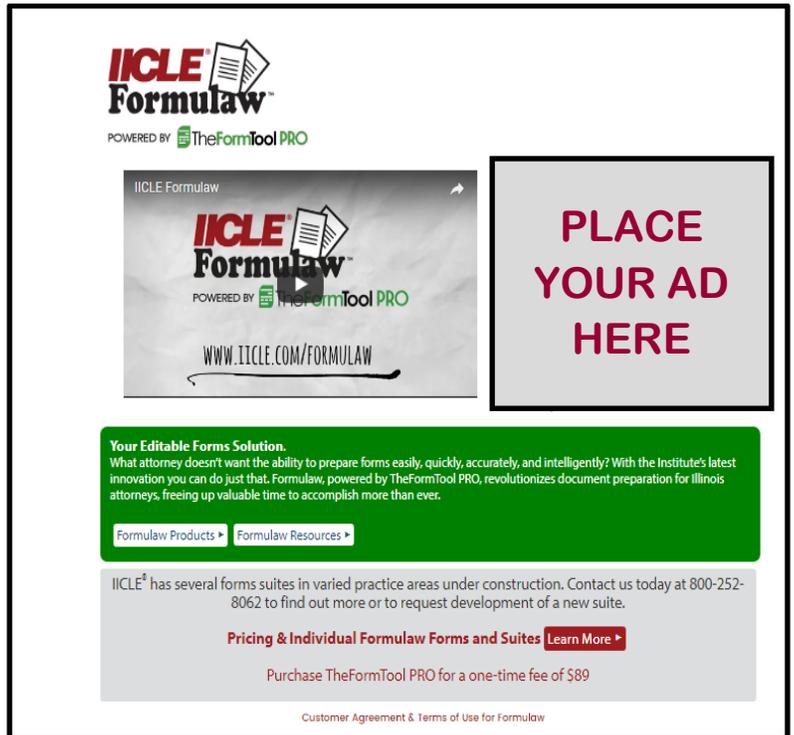
IICLE Formlaw Website Sponsorship – Formlaw, powered by TheFormTool PRO, revolutionizes document preparation for Illinois attorneys, freeing up valuable time to accomplish more than ever before. This landing page averages over 3,500 attorney visits annually.

Your sponsorship includes the following benefits:

- 350 x 250 rotating pixel advertisement;
- Duration commences with receipt of the advertisement until contracted time period concludes;
- Placement will be as shown to the right of the Institute’s video;
- Logo placement and link to Sponsor URL on the IICLE Sponsor Page; and
- Social Media ‘Thank you’ Posting on LinkedIn, Twitter and Facebook (1x) – Sponsor choice on date.

Sponsorship Rates:

1	3x	6x	12x
\$125	\$100 per month	\$75 per month	\$50 per month

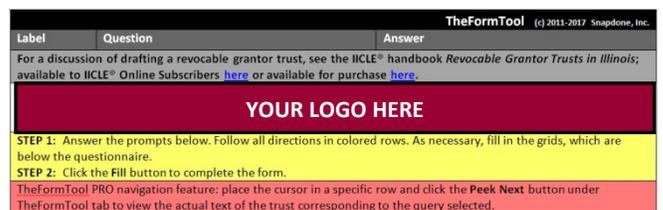


The screenshot shows the IICLE Formlaw website. At the top is the IICLE Formlaw logo with 'POWERED BY TheFormTool PRO'. Below the logo is a video player showing the same logo and the URL 'WWW.IICLE.COM/FORMLAW'. To the right of the video is a large grey box with the text 'PLACE YOUR AD HERE'. Below the video player is a green box with the heading 'Your Editable Forms Solution.' and a paragraph of text. Below that are two buttons: 'Formlaw Products' and 'Formlaw Resources'. At the bottom of the screenshot, there is a grey box with text about forms suites under construction and a link to 'Pricing & Individual Formlaw Forms and Suites'. At the very bottom, it says 'Purchase TheFormTool PRO for a one-time fee of \$89' and 'Customer Agreement & Terms of Use for Formlaw'.

Formlaw Form Sponsorship (600 x 200 Pixel)

Your logo will have a prime place at the top of the questionnaire that Formlaw users access each time they use the specific form agreed upon by you and IICLE. In each Formlaw product, the text of a legal form appears at the top of a Microsoft Word template, and the questionnaire that attorneys fill in is located at the end of the main form. Placement at the top of the functional section of the form ensures that Formlaw users will see your logo each time they use their form template. (Start Date: __NA__)

1 - \$150	3x - \$125	6x - \$100	12x - \$75
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The screenshot shows a questionnaire form titled 'TheFormTool (c) 2011-2017 SnapOne, Inc.'. It has columns for 'Label', 'Question', and 'Answer'. The first question is about drafting a revocable grantor trust. Below the question is a large red box with the text 'YOUR LOGO HERE'. Below the logo placeholder are two steps: 'STEP 1: Answer the prompts below. Follow all directions in colored rows. As necessary, fill in the grids, which are below the questionnaire.' and 'STEP 2: Click the Fill button to complete the form.' At the bottom, there is a note about the 'Peek Next' button feature.

Formlaw USB Sponsorship (Annual Price \$1,000.00 / Start Date: __NA__) Your logo will be displayed on the front of each card. The flip side of each card includes the Formlaw logo. Formlaw customers will be able to download their product from the USB card, and they will also be able to continue to use the USB card to store other digital information.



Notes & Instructions: Please contact Curt Conrad if you have any additional needs/ special requests.

The undersigned hereby acknowledges receipt of and agreement to the Terms and Conditions for IICLE Sponsorships.

The parties agree that this Sponsorship Order and the Terms and Conditions for IICLE Sponsorships, herein incorporated by reference, represent the entire agreement between the parties and further agree that amendments to this Sponsorship Order must be made in accordance with the Terms and Conditions for IICLE Sponsorships

Sponsor Representative

Date

IICLE Representative

Date

Terms & Conditions for IICLE® Sponsorships

Entire Agreement. These Terms and Conditions, along with the corresponding Sponsorship Agreement, incorporated herein by reference, constitute the entire Agreement between IICLE® and the Sponsor.

Payment Arrangements. Upon execution of the Sponsorship Agreement, IICLE® will invoice the Sponsor accordingly. A fee of not more than 1.5% per number of months past due will be added to accounts that become delinquent, beginning with 30 days' delinquency and charged monthly thereafter until the invoice has been paid in full. If payment is not made in accordance with this Agreement, the Sponsor is responsible for any and all attorneys' fees and collection agency fees incurred in the collection of the debt. If a Sponsor's account is past due, IICLE® reserves the right to cancel the Sponsorship and to retain all funds previously submitted.

Sponsor Materials. The Sponsor is responsible for submitting any Sponsor Materials for advertising or distribution, including all copy and related artwork, by the deadlines specified by IICLE®. All requests to modify Sponsor Materials must be received at least 24 hours prior to the deadlines specified by IICLE®. Failure to submit Sponsor Materials in accordance with IICLE® deadlines is deemed a waiver by the Sponsor of that portion of the Sponsorship Agreement providing for the distribution of Sponsor Materials. All Sponsor Materials submitted to IICLE®, including artwork, text, and images, are subject to the acceptance and approval of IICLE®, at its sole discretion. IICLE® reserves the right to reject any Sponsor Materials at any time and for any reason whatsoever. The Sponsor is prohibited from distributing Sponsor Materials when such distribution is not included in the Sponsorship Agreement, unless IICLE® has granted express written permission to the Sponsor.

Exclusivity. Unless otherwise stated in the Sponsorship Agreement, the Sponsorship is not exclusive.

Costs of Sponsorship. The Sponsor is responsible for any incidental charges that accrue in relation to the Sponsorship, including, but not limited to: design, development and production costs for Sponsor Materials; printing and shipping expenses; phone or data charges; audio visual and other equipment; and travel expenses. Sponsor will make all such arrangements directly with the appropriate vendor at the Sponsor's sole expense.

Design Services. Upon request by the Sponsor, IICLE® may, at its sole discretion, provide design services to the Sponsor in relation to advertisements and printed materials for the Sponsorship on a fee-for-services basis. Please inquire for details and pricing.

Refunds. No portion of any payments made or any in-kind services provided by the Sponsor is subject to refund or recompense for any reason, except as otherwise provided in these Terms and Conditions or in the Sponsorship Agreement.

Non-Endorsement. This Sponsorship does not constitute an endorsement by IICLE® of the Sponsor or of the Sponsor's products, services, or statements. The Sponsor may not represent in any manner that its goods, services, or statements have been endorsed by IICLE®.

Exchange of Information. For the sole purpose of determining performance of the Sponsorship, the Sponsor and IICLE® agree, where applicable, to mutually share information regarding business activity attributable to the Sponsorship, including, but not limited to: website "traffic" data (site visits, site searches, "pageviews," and/or "click-through rates"), and sales. Each party shall furnish the information in writing within 5 business days of the other's written request. The parties agree to keep confidential and not disclose to any third party any information produced under the terms of the Sponsorship Agreement without the written consent of the party supplying the information.

Exhibitor Booth Policies. For Sponsorship Agreements that involve exhibitor booths at IICLE® programs, the placement of exhibitor booths is at the sole discretion of IICLE®. Exhibit booths may be staffed by a maximum of two representatives. The Sponsor agrees to keep its display within the booth space provided. IICLE® is not responsible for any theft, damage, or loss of exhibitor property.

Advertising Material. All advertising Sponsor Content, including artwork, text, and images, is subject to the acceptance and approval of IICLE®, at its sole discretion. IICLE® reserves the right to reject any Sponsor Content, including any advertising content, at any time and for any reason whatsoever. In general, graphics or content that infringe upon or appear to infringe upon the rights of others, that convey editorial opinions of the Sponsor, and/or that contain libelous or obscene material will not be accepted. In the event Sponsor Content is rejected by IICLE®, the portion of monies corresponding to the rejected Sponsor Content and already remitted by Sponsor to IICLE® pursuant to the Sponsorship Agreement shall be refunded to Sponsor.

Termination. IICLE® may terminate this Sponsorship Agreement in whole or in part at any time and for any reason. In the event of termination for any reason other than failure to provide contracted fees or services, IICLE® may, in its sole discretion, (1) substitute an equivalent sponsorship with the approval of Sponsor or (2) refund fees received from Sponsor by IICLE®. Sponsor shall not terminate this agreement without the approval of IICLE®. In the instance that the Sponsorship Agreement is terminated in part, the remaining terms of the Sponsorship Agreement shall remain in full force and effect.

Amendments. This Agreement may be amended only by a written instrument executed by both parties.

Indemnification. Sponsor shall indemnify and hold harmless IICLE®, its agents and its employees, from any claims, losses, or damages to any person or entity arising or alleged to have arisen out of any acts of Sponsor or its agents in the performance (or breach) of this Sponsorship.

Choice of Law. This Sponsorship is governed by Illinois law, subject to the jurisdiction of Sangamon County, Illinois, and is binding upon all of the parties' successors and assigns.