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## SPONSORSHIP AGREEMENT: RULES AND REGULATIONS

THIS IS A LEGAL DOCUMENT.

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**1. INTRODUCTION.** These Concierge Medicine Today, LLC., "Rules and Regulations" (the "Rules and Regulations") are part of the electronic "Sponsorship Application" of which now both comprise what are to be called the "Sponsorship Agreement" between Sponsor(s) (herein "Sponsor") and Concierge Medicine Today, LLC. (herein "CMT"), for sponsorship services, poster presentations, participation, exhibiting, speaking, presenting, attending, hosting sponsored receptions and/or events and/or exhibition table space or the like, at the upcoming CMT Forum (herein "Conference").

CMT reserves the sole right to render all interpretations, amend and enforce these Rules and Regulations and to establish any and all further regulations not specifically covered herein to assure the general success and well-being of the Conference and Exhibition.

Each Sponsor, for itself, its employees, agents and contractors, agrees to abide by these Rules and Regulations and by any amendments or additions hereafter made by CMT for which notice is provided to Sponsor. CMT reserves the right to decline, prohibit, deny access or remove any Sponsor which in its sole judgment is contrary to the character, code of conduct, objectives, or best interests of the Conference and Exhibition or is not suitable for CMT's attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these Rules and Regulations and extends to persons, things, materials, content, products and conduct. CMT's decision and interpretation shall be final in all cases and Sponsor agrees to accept and abide by such decisions and incur all losses and costs without recourse.

**2. THIS IS A LEGAL DOCUMENT.** This document serves as a legal contract and Sponsorship Agreement between CMT and the Sponsor, which includes but is not limited to all known, named and to be named later by Sponsor, designated exhibit table or Conference Sponsor participants and representatives, invited guests, respective directors, trustees, officers, employees, agents or subcontractors, etc.

**3. START DATE**  
SPONSOR hereby agrees to fully comply with and be bound by the following Sponsorship Agreement on the date upon which Sponsor electronically submitted their "Sponsorship Application" to CMT or a verbal or electronic communication was sent by Sponsor acknowledging and/or desiring their participating in a future CMT Conference. No Sponsorship

Agreement shall be in force until the electronic submission date and time and electronic receipt of the Sponsorship Application has been submitted by "Sponsor" to CMT; OR, if participation requests has been sent to CMT by Sponsor in writing or verbally over the phone. Dates will also be posted on <https://www.conciergemedicinetoday.net/liveevents>.

**4. AGREEMENT ACTIVE ONLY UPON SUBMISSION OF "SPONSORSHIP APPLICATION" AND "PAYMENT RECEIVED IN-FULL".** Specific details of this Sponsor-CMT relationship are outlined electronically between CMT and Sponsor in the Sponsor submitted and CMT received "Concierge Medicine Forum Sponsorship Application" for the current calendar year. Please be advised that this document is applicable to ALL current and future CMT events, affiliated CMT company events, both in-person or virtual. SPONSOR understands that this document must be agreed to and paid in-full, made whole, before any event communication, participation and/or advertising and/or promotional activities can begin.

**5. TERMINATION DATE.** This contract will automatically terminate at the conclusion of the CMT posted event end time, therefore ending any and all sponsorship obligations of CMT to Sponsor.

**6. ADDITIONS & DELETIONS.** Sponsor (which also includes but it not limited to: all individuals known at the time and listed as participants of the upcoming CMT or CMT event(s); individuals and invited individuals added later by Sponsor, whether known or unknown to CMT), indemnifies CMT, its representatives, contracted or affiliated companies and successors from any issues which may arise.

**7. ELIGIBILITY.** The Conference and exhibit table area is open to Sponsors whose products and services are directly related to CMT's purpose. However, CMT reserves the right to reject Sponsorship Applications for sponsorship(s) and/or exhibit space for any Sponsor, exhibitor, person, company, product, service, display or promotion that in CMT's opinion is not consistent with the character, purpose, or best interest of CMT, the Conference, attendee audience or other Sponsors.

**8. PAYMENT POLICY REQUIREMENTS.** The cost for sponsorship(s), SWAG items and/or Exhibition Table Space at the upcoming CMT Conference are listed on the "Sponsorship Application". Applicable taxes, online surcharges and/or catering fees (when applicable) will be added to the final invoice in addition to any additional participant registrations for Sponsor's respective directors, trustees, officers, employees, agents or subcontractors that are not included the chosen sponsorship level on the Sponsorship Application. All payments to CMT by Sponsor are due as follows: (a) Sponsor understands that by submitting Sponsorship Application, payment in-full is due and must be

received by CMT no later than 30-days after the Sponsorship Application is electronically submitted to CMT by Sponsor their respective directors, trustees, officers, employees, agents or subcontractors. Failure to pay the full balance after 30-days may lead to voiding and immediate cancellation of the Agreement and forfeiture of any deposits, partial payments and any/all monies already paid. Furthermore, CMT will be under no obligation to honor any part of the Sponsor Application under the Sponsorship Agreement; (b) If Sponsorship Application is received by CMT within 30-days of the Conference start date, payment in-full must be received no less than 10-business days prior to the advertised Conference start date, which includes any pre-conference workshops, Conference activities and their respective dates prior to the Conference.

**9. EXHIBITOR REDUCTION/ CANCELLATION & TERMINATION POLICY.** Receipt of an electronically signed Sponsorship Application is a commitment by Sponsor to CMT to exhibit and/or participate as a sponsor at the Conference. Therefore, notification of exhibit space cancellation or reduction must be submitted in writing to CMT no later than six months, minus one business day, prior to the event start date advertised. (For example, if the Conference start date of CMT activities, including pre-conference activities, is October 1<sup>st</sup>, then notice of cancellation or reduction must be submitted in writing to CMT no later than March 31<sup>st</sup>, and Sponsors are required to pay appropriate fees or cancellation penalties.

Cancellations or reductions received within six months of the advertised Conference start date are 100% non-refundable.

Exhibitors that cancel or reduce exhibit space will pay the following fees:

- For sponsor cancellation or reduction of sponsorship on or before the six months, minus one business day deadline, Sponsor will be refunded 50% of the total sponsor fee(s) they selected originally on the electronic Sponsorship Application.
- For cancellation or reduction of booth space within six months of the advertised start date of the Conference, the Sponsor will owe and pay 100% of the total sponsor fee(s) they selected originally on the electronic Sponsorship Application.

For any Sponsor that cancels its sponsorship, all registration badges will be revoked regardless of the date or reason due to cancellation or reduction. No shows will also be treated as cancellations starting at 4:00 pm in the time zone where the Conference is located. Any Sponsor space not installed by the Set-Up Deadline listed in the material(s) emailed to Sponsors by CMT may be set-up at the discretion of CMT, and all expenses will be charged to the Sponsor.

CMT reserves the right, in their sole discretion to reassign any no-show or un-set table exhibit

space, Poster Presentation space or Speaker Session after the Set-Up Deadline. In such event there will be absolutely no refund whatsoever of paid sponsorship fees, or other charges, and all space contracted for must be paid in full with no legal recourse. Additionally, Sponsor may lose all Sponsorship Application opportunities toward future CMT sponsorships.

It is expressly agreed and understood by the Sponsor, respective signatory on "Sponsorship Application" that in the event Sponsor fails to pay the chosen sponsorship fees at the times specified on the "Sponsorship Agreement", or breaches or fails to comply with any other provisions contained in the Sponsorship Agreement, CMT shall have the right to terminate the Sponsor Agreement, eject or prohibit Sponsor's signage, name, logo, speaker, and the like, in whole or in part, reassign Sponsor's space, and/or take possession of said space and enter into a new agreement for the use thereof, or any part thereof, by such parties and upon such terms and conditions as CMT may deem proper. In the event of Sponsor's default, the Sponsor shall forfeit the amount paid for its sponsorship and no refund thereof shall be paid, regardless of whether or not CMT exercises any of the remedies described in the foregoing sentence.

If for any reason beyond CMT's control (including a Force Majeure Event as hereafter defined), the Conference or Exhibition must be canceled, shortened, delayed, re-located or otherwise altered or changed, Sponsor understands and agrees that, except as expressly provided otherwise in these Rules and Regulations (specifically with respect to the application of Sponsor's paid sponsorship fee(s) to a future Conference as hereafter specified), all losses, liabilities, damages, costs and expenses which Sponsor may suffer as a consequence thereof are its responsibility and not that of CMT, the venue for the Conference and Exhibition (the "Venue") or any of their respective directors, trustees, officers, employees, agents or subcontractors. Sponsor understands that it is solely responsible for all expenses it incurs in connection with the Sponsorship Agreement and the transactions described therein, including, without limitation, for travel to the Conference, setup, lodging, freight, employee wages, and any and all other expenses.

Sponsor, as a condition of being permitted by CMT to be an Sponsor, Presenter, Participant, Attendee, Speaker, and/or Exhibitor at the Conference and Exhibition, agrees to release, indemnify and hold harmless CMT, the Venue and each of their and CMT's respective directors, trustees, officers, employees, agents and subcontractors from any and all damages, liabilities, losses, costs and expenses which Sponsor and their respective invitees, speakers, affiliated brands and companies, speakers, affiliated brands and companies, representatives, respective directors, trustees, officers, employees, agents and subcontractors may suffer as a result of the cancellation, shortened duration, delay, rescheduling, relocation or other alteration or change in the Conference or Exhibition (in whole or in part) caused by any reason outside CMT's control (including a Force Majeure Event as hereafter defined); provided, however, that the foregoing shall not limit or nullify any CMT obligation to apply Sponsor's fees to a future conference as hereafter specified.

CMT shall not be responsible for delays, damage, liability, expenses, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of CMT (including a Force Majeure Event as hereafter defined). Causes not within the control of CMT shall include, but are not limited to: fire, rain, transportation, casualty, flood, epidemic, pandemic, outbreaks of infectious disease or other public health crises, quarantine, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, government regulations, declarations or other acts of government authority, act of a public enemy, war, riot or civil disturbance, terrorist acts, impairment or lack of adequate transportation, inability to secure sufficient labor, curtailment of transportation, technical or other personnel, labor union disputes, unavailability or loss of use of the Venue or other termination by the Venue, municipal, state or federal laws, loss of internet, utilities or communications services, or other acts of God (each, a "Force Majeure Event").

Sponsor acknowledges and agrees that CMT may cancel, shorten, delay, reschedule, relocate or otherwise alter or change the Conference, Exhibition and Sponsor's associated sponsorship and/or space due to a Force Majeure Event. If it does so, Sponsor understands and agrees that all losses, liabilities, damages, costs and expenses which it may suffer as a consequence thereof are its sole responsibility and not that of CMT, the Venue, or any of their respective directors, trustees, officers, employees, agents or subcontractors. Sponsor understands that in such event, it may lose all costs and expenses it has incurred, including, without limitation, for travel to the Conference, setup, lodging, freight, employee wages, and any and all other expenses.

In the event there is a material change to the Conference date (in excess of 90 days) and/or location (more than 100 miles) for any Force Majeure Event, then the Sponsorship Agreement shall terminate and the exhibitor hereby releases CMT, the Venue and each of their respective directors, trustees, officers, employees and agents from all claims, damages, liabilities, losses, costs and expenses of any kind or nature which Sponsor may suffer as a result of such termination, except that any unpaid portion of the Sponsor space fee due hereunder shall no longer be due and payable and Sponsor fees previously paid shall not be refundable but shall be retained and held by CMT and applied to sponsorship opportunities for at the following year CMT Forum Annual Conference, which shall be subject to Sponsor entering into a new Sponsorship Application with CMT for sponsorship at such conference on the same or essentially equivalent terms to those set forth in this Sponsorship Agreement. If the change is immaterial (meaning the Conference date has changed by 90 days or less and/or the location of the Conference has been moved 100 miles or less, then this Sponsorship Agreement will remain in full force and effect for the new date and/or location except that CMT shall have the right to make changes in the location of Sponsor's exhibit space or sponsorship, as it deems necessary and proper, based on any change in the location of the Conference or Exhibition.

**10. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** CMT RESERVES THE RIGHT TO

MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE CONFERENCE.

**11. USE OF SPACE, SUBLETTING OF SPACE.**

No Sponsor shall assign, sublet or share the space allotted with another businessperson or organization unless approval has been obtained in writing from CMT. Sponsors are not permitted to feature names or advertisements of non-exhibiting manufacturers, companies, distributors, organizations, or agents in the Sponsor's display, with the exception of their parent or subsidiary companies. Sponsors must show only products, advertisements, goods, or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Sponsor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned Sponsor's space will be permitted to promote or solicit business within the exhibition table or poster presentation area.

**12. SPONOR/EXHIBITOR'S AUTHORIZED REPRESENTATIVE(S).**

Each Sponsor must name one person to be its representative in connection with the installation, operation, and removal of its poster presentation, signage and/or exhibit table materials. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Sponsor shall solely be responsible. The Sponsor shall assume responsibility for such representative being in attendance throughout all display and/or exhibition periods. Such representative shall be responsible for keeping the exhibit neat, orderly and in compliance with these Rules and Regulations always. Exhibit Tables and Poster Presentations must be manned by Sponsor representatives who are knowledgeable and qualified to discuss details of Sponsor's products or services. For their own safety and protection, no one under the age of eighteen (18) is allowed on the venue floor or adjoining venue rooms during the move-in and/or move-out of any Sponsor materials. Children are not permitted or allowed to use display equipment at any time. Each exhibit table may not be staffed with more than two (2) exhibiting personnel at one time per table rented. Additional staff beyond the two (2) included exhibiting personnel must be registered attendees of the Conference and noted as additional exhibiting personnel for Sponsor and subject to registration fees.

**13. INSTALLATION AND REMOVAL.**

CMT reserves the right to set the time for the installation and removal of the materials, exhibit tables and/or poster presentations. Any exhibit space not claimed and occupied by one (1) hour prior to the published exhibition opening time may be resold or reassigned without refund and without notice. Sponsors are responsible for arranging and paying all costs associated with the delivery, installation, and removal of their equipment and/or exhibit display materials and/or poster presentations and/or signage to and from the venue. Under no circumstances are equipment and/or exhibit display materials and/or poster presentations and/or signage to be mailed to CMT's offices. CMT is no responsible or liable for receiving, transporting or set-up of any Sponsor equipment and/or exhibit display materials and/or poster presentations and/or signage. Installation of all equipment and/or

exhibit display materials and/or poster presentations and/or signage must be completed by a Sponsor representative and be fully set up by the opening time of the Conference. Exhibit Tables, Poster Presentation Easels, etc., must be staffed during all breaks and Conference exhibition hours and may not, to any extent, be dismantled before the Conference closing time established by CMT. Any early dismantling or packing shall be considered a breach and default under the Sponsorship Agreement and may affect future Sponsorship Applications.

**14. ARRANGEMENT OF EXHIBITS.**

Each exhibitor will be provided an official PDF document ("Sponsor Logistics") by CMT. The Sponsor Logistics describes the table, easel or signage shipping details, travel recommendations, guidelines and/or rules and enforced by CMT. All table exhibits, poster presentations and/or signage must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Sponsorship Agreement. No Sponsor may move from their CMT-selected location within the venue without the consent of CMT. If, in the sole opinion of CMT, any Sponsor fails to conform to the Rules and Regulations, Sponsorship Agreement and Sponsor Logistics and guidelines, such Sponsor will be prohibited from operating at any time during the Conference and all Conference hours. Any such non-conforming Sponsor materials may be dismantled or modified by CMT, its contractors and agents, at Sponsor's cost, in the sole judgment and discretion of CMT. (a) CMT strongly encourages table exhibit sponsors use no more than three (3) retractable banners behind their table. (b) When applicable, CMT will provide two chairs at Sponsor's exhibit table.

Concierge Medicine Today, LLC. and/or its Representatives shall have full positioning latitude on all advertisements/ sponsorship and content (eg digital or physical, etc) and may use such logos, promote them, post them, display them at its discretion related to that years event(s). Concierge Medicine Today, LLC., has full discretion and can remove/modify/reject digital media, advertisements, (physical or digital) etc., from event for any reason without notice and Sponsor/Partner/Advertiser and/or Speaker provided additionally agrees to graphic and logo terms and conditions as set forth here: <https://www.conciergemedicinetoday.net/faqs-cmt-events>.

CMT also reserves the right to remove a sponsor without notice should blatant disregard for quality, content, SPAM or other such CODE of CONDUCT issues arise.

**15. EXHIBITS AND PUBLIC POLICY.**

Each Sponsor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention, labor and public safety, along with all rules and regulations of the Venue, while participating in the Conference. Sponsor must abide by and observe all laws, rules, regulations and requirements of federal, state and city governments and the Venue. Sponsors and their agents shall not damage, injure or deface any part of the Venue, exhibit tables, easels, poster presentations, exhibit table materials/contents, Conference equipment, Sponsor equipment or décor. If such damage occurs, Sponsor is liable to the owner of the property so damaged. No

signs or other articles shall be posted, marked, nailed, taped or otherwise affixed to any pillars, floor, table, doors, walls or other parts of the Venue. Any and all damages, losses, expenses, and/or costs resulting from Sponsor's failure to comply with these Rules and Regulations shall be payable by the Sponsor upon demand.

Sponsor must, at its expense, maintain and keep in good order its exhibit table, poster presentation and/or the space for which it has contracted. CMT and its service contractors have no responsibility for Sponsor's compliance with laws and the Venue's rules and regulations. Should a Sponsor have any questions as to the application of such laws, ordinances, rules and regulations to its exhibit table, poster presentation and/or display, CMT will endeavor to answer them, but Sponsor is solely responsible for being aware of and complying with such laws and regulations.

All exhibit table components, equipment and decorations, including but not limited to enhancements, must be flame-proofed and comply with applicable city and state fire regulations. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical, computer, technology and communication equipment and wiring must conform to all applicable standards of the Venue and applicable governmental agencies and standard fire regulations and inspection ordinances. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Sponsors, their contractors and agents must conform to IAEE, ESCA and ED&PA guidelines and must be a signatory to a current local collective bargaining agreement.

**16. SHIPPING, LOGISTICS, STORAGE OF PACKING CRATES AND BOXES.** Sponsor agrees to ship any and all packages, crates, boxes and/or materials necessary to Venue and not to CMT Offices. Unattended freight in any capacity and exhibit table space and display space as of one hour prior to Conference opening may be removed, disposed of and/or stored by CMT or their contractors at the Sponsor's sole risk and expense. Sponsors will not be permitted to store packing crates and boxes in their booth during the Exhibition period; but such materials, when properly marked, may be stored under their exhibit table so long as aisles and walkways are not obstructed or visually distracting; and/or returned to Sponsor's exhibit table by service contractors at the end of the Conference, subject to Sponsor's payment of applicable charges therefor. It is the Sponsor's responsibility to mark and identify their own boxes, shipping totes and/or crates. Boxes, shipping totes and/or crates not properly marked or identified may be destroyed without notice. CMT shall have no responsibility or liability for the contents of boxes, shipping totes and/or crates. The removal and return of all totes, crates and boxes will be charged for at prevailing rates. Crates, totes, boxes, or other sponsor materials unclaimed by the Sponsor within 15-minutes after the Conference has concluded will be destroyed without notice and/or removed at the Sponsor's expense. Sponsors will be billed by the service contractor and/or CMT for destroying costs, removal time and materials at prevailing rates. Sponsor acknowledges and agrees that neither CMT, its service contractors nor the Venue shall be liable or responsible for any loss

or damage to Sponsor's property before, during or after the Conference.

**17. SOCIAL ACTIVITIES.** Any social function or special event planned by Sponsor to take place during the Conference, must be pre-approved in writing by CMT. Sponsor agrees to not sponsor, host, offer or provide hospitality suites/rooms or other functions during official Conference hours, activities, including general sessions, breakouts, pre-conference workshops, receptions, lunch, breakfast, exhibit hours, social functions, educational seminars and any other related activity scheduled by CMT. Distribution of Sponsor materials is not permitted to attendee hotels, parked vehicles, sleeping rooms nor doors, CMT meeting rooms, the entire Venue, hallways, or anywhere else in the Venue except in the specified exhibitor space.

**18. EXHIBIT HOURS AND ADMISSION.** Admission or attendance during non Exhibition hours without permission from CMT is strictly prohibited. CMT shall have sole control over admission policies. All persons visiting the Venue, including exhibit table, speakers, presenters, poster presentation sponsors, representatives, and the like, will be required to register and to wear an appropriate badge.

**19. CANVASSING BY NON-EXHIBITORS.** Conferences admission is limited to registered attendees as well as registered Physicians, Nurses, spouses of Physicians, office managers, Physician assistants, healthcare administrative staff, representatives of healthcare related companies, staff at medical practices, hospitals, businesses, Sponsor companies, firms and professional organizations typically in healthcare who have contracted with CMT for exhibit table space and/or sponsorship. No other persons or concerns will be permitted to speak, demonstrate their products or services, or distribute advertising materials, at any time during the Conference.

**20. OPERATION OF EXHIBITS.** No Sponsor will be permitted to erect signage or display material outside the perimeters of his/her own exhibit table or designated signage, easel or poster presentation area. CMT reserves the right to restrict the operation of, or evict completely, any Sponsor which, in its sole opinion, detracts from the general character of the Conference as a whole. This includes, but is not limited to, an Sponsor, Poster Presentation, exhibit table which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by CMT to be objectionable to the successful conduct of the Conference as a whole. CMT also reserves the right to refuse to admit or to eject and ban from the Conference and Venue, any person who engages in inappropriate, unprofessional or objectional behavior as determined in the sole judgment of CMT. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit table space for the comfort and safety of persons participating, watching demonstrations and other promotional or Sponsor related Conference activities. Each Sponsor is responsible for keeping the aisles near its exhibit table space free of congestion caused by demonstrations or other promotions. Any advertising, promotional, or other scheme that involves attracting visitors to an Sponsor's

location by any inducement that might be construed to be a lottery and/or a game of chance is strictly prohibited. Under laws governing games of chance, lotteries, and the like, every individual is charged with knowledge of national, state, and local legal restrictions on such activities. This includes, but is not limited to, exhibits that, because of noise, flashing lights, unsafe methods of operation, or display of unsuitable material, are determined by CMT to be objectionable to the successful conduct of the exposition as a whole. Exhibits may not include the operation of musical instruments, volume from speakers, computers, devices, monitors, tv, radios, sound projection equipment, public address systems, or any noise-making machines.

Any Sponsor materials, including graphics, banners, signs, SWAG, digital equipment, poster presentations, art work, etc., must not annoy or disturb adjacent Sponsor, attendees or patrons, nor cause disruptions of any kind to the Conference nor are the aisles allowed to be blocked. Operators of noise-making exhibits must secure approval of operating methods by CMT 90-days before the Conference begins and seek approval by CMT in writing. If no written approval was explicitly received noting the method by CMT, permission has not been authorized and is prohibited. Sponsor agrees to hold all sales conferences, events, receptions, gathering, dinners, and meetings of any kind in a space leased by him/her not on or at the Conference Venue and agrees not to hold any special parties or banquets during the regular hours of the Conference.

**(a) Food and Beverages.** Sponsors may not serve alcohol, food or beverages in any capacity at the Conference, nor outside on the Venue property the except with the written permission of CMT and in accordance with the requirements of the Venue, which may require security and that all food and beverages must be purchased and cleared through CMT and the Venue. Additionally, Sponsor and all representatives sponsoring a catered reception attached to the Conference at the Venue agree to follow and abide by any and all security feedback, City, County and State alcohol and liquor laws, guidelines, rules and procedures. Sponsor and all representatives agree that they may not and will not carry left over, opened and/or unopened alcohol from their sponsored and/or catered reception off the Venue property whatsoever. Sponsor agrees that if additional staff and/or security are required at any catered reception where alcohol will be served, that Sponsor will be responsible for all catering costs, assume all tips and wages related to alcohol service and assumes all liability associated with the patrons being served, poured or in attendance. Sponsor indemnifies CMT, it's affiliated companies, representatives and Venue from all liability associated with accidents, negligence, alcohol consumption, impairment, prescription reaction, food allergy, and the like arising from the consumption of any type of food, beverage or alcohol served at the sponsor's reception while at or during the Conference and Venue.

**(b) Direct Sales.** Sponsors are prohibited from selling contact information that has been collected from the Conference. If leads of any kind are sold by an Sponsor, and their respective invitees, speakers, affiliated brands and companies, speakers, affiliated brands and companies, representatives, respective directors,

trustees, officers, employees, agents and subcontractors the Sponsor will lose all future opportunities to Sponsor and may be prohibited from participating and/or sponsoring at future CMT conferences and/or events. Sales Tax Permits are required if Sponsor will be selling on-site at the Exhibition. It is the responsibility of each Sponsor to secure any licenses or permits that may be required and to collect and remit all city, state and other applicable sales taxes. CMT reserves the right to restrict any sales activities that it deems inappropriate or unprofessional.

**(c) Promotions, Contests, Sweepstakes, Random Drawings.** In the event that Sponsor advertises, markets, promotes, and/or administers any type of promotion, including but not limited to giveaways, sweepstakes, drawings, or contests in connection with the Conference (collectively "Promotion"), Sponsor, and their respective invitees, speakers, affiliated brands and companies, speakers, affiliated brands and companies, representatives, respective directors, trustees, officers, employees, agents and subcontractors agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall comply with all applicable laws and include any mandatory disclosures set forth in the Sponsorship Rules and Regulations. Sponsor is solely responsible for: (1) compliance with all applicable laws in the advertising, marketing, promotion, and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event Sponsor does not comply with these provisions relating to Promotions, CMT may terminate the Promotion. Sponsors must receive written approval to giveaway table items. This includes but is not limited to tote bags, technology, wearables, medical devices, services, products, USBs, consultations of any kind, electronic events, tickets, water bottles and lanyards, as these are exclusive opportunities.

CMT, the Venue and each of their respective officers, directors, trustees, employees, representatives, contractors and agents (collectively, the "Released Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTS OR OMISSIONS OF SPONSOR OR ANY THIRD- PARTY IN CONNECTION WITH ANY PROMOTION.

Sponsor shall defend, indemnify, and hold the Released Parties harmless from and against, any and all costs, damages, losses, expenses or liability of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of Sponsor in connection with the Promotion.

Sponsor may not use any CMT trademark, service mark, trade name, logo, slogan, DBA or other designation in the advertising or administration of any Promotion which Sponsor



provides without the express written permission of CMT.

**(d) Literature Distribution.** All demonstrations or other activities must be confined to the limits of the Sponsor's table exhibit space and/or poster presentation or speaking opportunity. Distribution of circulars may be made only within the space assigned to the Sponsor distributing such materials. No advertising circulars, catalogs, brochures, flyers, folders, or devices shall be distributed by Sponsors, and their respective invitees, speakers, affiliated brands and companies, speakers, representatives, respective directors, trustees, officers, employees, agents and subcontractors in the aisles, meeting rooms, registration areas, lounges, or grounds of the Venue. Media, societies, alliances, professional groups, membership associated associations, and trade publishers are prohibited from soliciting advertising during the Conference and Venue. If media, societies, alliances, professional groups, membership associated associations, and trade publications complete a Sponsorship Application, pay for their sponsorship in-full and consent to the Sponsorship Rules and Regulations of the Conference then from their exhibit table as a sponsor only may items distributed from a Sponsor's table, but automatic distribution and/or canvassing is prohibited. No canvassing or distributing materials outside an exhibitor's own table booth space is permitted in the venue whatsoever. Additionally, any affiliated individual (known or unknown to Sponsor and/or CMT), Sponsor(s), affiliated contractors, employees, organization(s) and/or individual assigned and/or not assigned space will be strictly prohibited and restricted from soliciting business in any manner within the exhibiting area or Venue and will be asked to leave and forfeit their entire participant fee and/or sponsorship fee/no refund will be provided whatsoever and waives their right to any future claims.

**(e) Copyright Licensing, Trademarks and Sponsor Logo Use**  
 Sponsor is solely responsible for obtaining, and shall obtain, any required permissions, licenses or releases to use, broadcast, perform, publish distribute, modify or display any third party materials including but not limited to copyrighted works or works which involve personal, privacy, publicity, trademark or other third party rights such as (but not limited to) music, video, and software. Sponsor agrees to indemnify, defend and hold harmless CMT, and their respective invitees, speakers, affiliated brands and companies, representatives, respective directors, trustees, officers, employees, agents and subcontractors as all as the Venue, and each of their respective officers, directors, trustees, employees, representatives and agents, from and against all claims, cost, expenses (including legal fees), damages, losses, demands and liability relating to, arising out of or caused by Sponsor's failure to obtain any such requisite, permission, license or release. Subject to the Rules and Regulations of this Sponsor Agreement and Rules and Regulations, the Sponsor grants CMT the right to use the Sponsor's trade names, logo, designs, trademarks, and company descriptions as provided in Sponsor Application, and marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed by CMT in any form or media now known or hereafter invented.

**(f) Sound.** Sponsors exhibitor tables which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines are prohibited and any noise resulting from a demonstration, device, technology, monitor, computer, television, etc., must not distract, annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Any of these devices are welcome to be running, seen but CMT asks all of these items kept silent or on mute at all times. Operators of any noisemaking items must secure written approval from CMT before the exhibit opens. CMT shall be the sole judge of what constitutes appropriate sound levels.

**(g) Videos/Photography.** Picture or video taking other than by official CMT contractors or representatives is prohibited during set-up, dismantle, exhibition hours, and non-exhibition hours. Except official CMT contractors or representatives, only the Sponsor may grant permission to have its exhibit and/or products photographed, videotaped or any audio presentation taped. Sponsor hereby grants permission to CMT, its contractors and agents, to photograph, video (with or without sound) and audio record Sponsor and its representatives in connection with Sponsor's participation in the Conference, and grants permission to CMT to use such photos, videos and recordings for the commercial promotion of CMT in any form or media now known or hereafter invented.

**(h) Photo Release & Notice Of Filming And Photography (Applies To Virtual Or Physical Events) And To All Sponsor Representatives Listed On Application At Time Of Submission And Applies To Future Sponsor Changes, Edits, Revisions And Adding Or Subtracting New Person(S) Which Are To Attend A CMT Event(S).** When any person, Sponsor, affiliated Sponsor agent and/or representative, Sponsor invited guest and/or replacement representative (whether known or unknown to CMT) enter a CMT event (in-person or virtual), please know that the property which includes but is not limited to: outside/parking lot/picnic tables, the entire conference center which includes but is not limited to hallways, workshop(s), reception areas, exhibitor hall, stages, podiums, presentation areas, tables, eating areas, seating areas, general session(s) areas, lobby areas, exhibitor tables, and the like etc., all Sponsor participants, agents, guests (known or unknown) to CMT, understand that you/they are hereby entering a public space whereby all areas will have photography, audio recording(s) and video recording(s) which may occur without your consent, knowledge and/or permission and used with and/or without your consent and permission and subsequently stored on other peoples personal and professional device(s) and/or posted on social media. Therefore, by entering a CMT event, the premises/location, all participating companies and Sponsor affiliated individuals fully understand, agree to, waive rights to, consent and release their photo, audio, video, belongings, likeness, logo, brand, products, exhibitor space, interview(s), social media posts, and the like, and consent and agree to give their full release to CMT, it's publication(s), future event promotional materials, and/or a reproduction and/or edited version of these photos and videos to CMT to be used for CMT news, educational stories, podcasts, webinars, promotional purposes of any kind pertaining to CMT and its affiliated brands, products or companies, telecasts, advertising, inclusion on its website properties, social media,

or any other purpose whereby CMT and its affiliate companies and representatives do business without penalty, legal copyright and/or trademark claims, and/or privacy claims. Additionally, all participant(s), all individual(s) and Sponsor(s) indemnify CMT and its affiliated companies. Individuals and/or agents and CMT brands from any damages, stress, distress, legal claims and/or posts which may have been made by others with or without their knowledge or permission on social media and all other places. Images, photos, audio and/or videos may also be used, edited or original, to promote similar CMT events in the future, highlight another event and/or exhibit the capabilities of CMT. Sponsors and their affiliated individuals and whom are or are no longer affiliated individuals with any sponsor or company cannot authorize photographic or other reproductions of the same and/or other content owned by CMT to be removed or deleted or edited, in whole or in part, even if the individual(s) have left the organization and waive all rights to the use of their likeness and/or image(s) and digital content being used by CMT for any professional, promotional, educational or marketing purpose. Additionally, Sponsors cannot authorize photographic or other reproductions and/or content of any kind to be removed or deleted or edited, in whole or in part, of any content, reproduction, advertising copy for use in any other medium by CMT and/or its affiliated companies, agents, individuals and/or brands. You therefore, release CMT, its officers and employees, affiliated companies and brands and all individuals and each and all persons involved from any CMT event(s), from liability, damages, stress, distress, future obligations, legal claims, and the like, etc., connected with the CMT event from taking, recording, digitizing, photographing and/or publication and use of any and all interviews, photographs, computer images, video and/or sound recordings while at a CMT event location and CMT event. All Sponsor participants and individuals (known or unknown) by entering the CMT event premises, understand fully and agree by submission of this form that you and they waive all rights you may have to any past, present and future claims for payment or royalties in connection with any use, event, exhibition, streaming, web casting, podcasting, promotional, educational, televising, and/or other CMT and its affiliated company brands of these materials, regardless of the purpose or sponsoring of such use, irrespective of whether a fee for admission or sponsorship is and/or was charged. You and your Sponsor guests and Sponsor representatives also waive any right to inspect, edit, or approve any photo, video, or audio recording taken by CMT or the person or entity privately designated to do so by CMT. By purchasing a ticket, or otherwise accompanying/entering or being in the vicinity of a CMT or CMT affiliated event in any form and/or affiliated with Sponsor or not, all parties, participants, Sponsors and individuals (known to CMT or unknown) have been fully informed of your consent, waiver of liability, indemnify, hold harmless and release your rights before entering and/or participating in any CMT event premises and stepping foot onto the property, location, etc. All parties, participants, Sponsors and individuals also grant permission to CMT, attendees, individuals on the premises (known to CMT or Sponsor, or unknown), any participants, facility staff and other Sponsors (competing or non-competing) of the event to utilize any photographs, motion pictures, videotapes, recordings and any other references they record of the CMT event, of which you may be included with or without your consent, permission or knowledge and participating in CMT event and that may depict, record or refer to you in any

form, for any purpose. AUTHORIZED SPONSOR REPRESENTATIVE UNDERSTAND THAT THIS RELEASE & NOTICE OF FILMING AND PHOTOGRAPHY applies to virtual or physical CMT events AND TO ALL SPONSOR REPRESENTATIVE NAMES OF INDIVIDUALS LISTED ON INITIAL APPLICATION AT TIME OF SPONSORSHIP SUBMISSION APPLICATION AND THAT THIS RELEASE AND WAIVER ALSO APPLIES TO FUTURE PERSONS ADDED LATER BY SPONSOR EVEN IF NOT LISTED ON INITIAL APPLICATION, FUTURE CHANGES, FUTURE EDITS BY SPONSOR or CMT, REVISIONS And/or NEW PERSON(S) ADDED AFTER THE APPLICATION AND THIS CONSENT WAS SUBMITTED AND PRIOR TO THE ENDING OF THE EVENT FOR THE PURPOSES OF ATTENDING ANY CMT EVENT(S). IN CONCLUSION, All Sponsor Participants and Individuals, known or unknown, current and former, CERTIFY THAT AN AUTHORIZED SPONSOR REPRESENTATIVE HAS READ THIS DOCUMENT, AND FULLY UNDERSTANDS ITS CONTENT. AUTHORIZED SPONSOR REPRESENTATIVE IS AWARE THAT THIS IS A RELEASE OF ALL FUTURE LIABILITY, RIGHT TO SUE, AND INDEMNIFIES CMT FROM ANY FUTURE CLAIMS OF ANY KIND AND THAT THIS IS A CONTRACT AND AGREES TO IT OF THEIR OWN FREE WILL AS AUTHORIZED AND SPEAKING FOR YOU, YOUR CONTRACTED EMPLOYEES, CURRENT EMPLOYEES AND YOUR SPONSOR GUESTS (Known or Unknown) AND KNOWN OR UNKNOWN SPONSOR REPRESENTATIVES TO BE DETERMINED, AND THOSE NAMES OF THE INDIVIDUALS INCLUDED ON "CONCIERGE MEDICINE TODAY'S SPONSORSHIP APPLICATION." Additionally, Sponsor (which also includes but it not limited to: all individuals known at the time and listed as participants of the upcoming CMT or CMT event(s); individuals and invited individuals added later by Sponsor, whether known or unknown to CMT), indemnifies CMT, its representatives, contracted or affiliated companies and successors from any issues which may arise.

**(i) CMT Logo.** CMT claims and reserves all trademark rights to its marks and logo. The CMT logo, as well as any other CMT mark(s) or logo related to the Conference, may be used only with the written permission of CMT. Sponsor agrees to abide by any guidelines provided by CMT for any permitted use of the CMT logo or any other CMT mark(s).

**(j) Code Of Conduct.** (APPLICABLE TO ANY/ALL SPONSOR PARTICIPANT(S): Be supportive. Encourage and support your fellow members. No one here is looking for your criticism, cynicism, advice, or judgement. Share generously. Your stories and experiences may be exactly what another member needs to hear today to solve a problem or seize an opportunity. Be constructive. We're here to push each other forward and lift each other up. Find ways to help each other think bigger, reframe challenges, and stay curious. Don't spam, canvas, over sell, blatantly promote, or troll. This event/conference/ community exists to help others learn. Give more than you take to this event. Self-promotion, spam and irrelevant, unethical guidance is strictly prohibited and is not allowed. It's not a place to spam, canvas, solicit or bully anyone else. Respect Everyone's Opinion and Privacy - Being part of this event and/or discussions and group(s) whether online or live and in-person, requires mutual trust. Authentic, expressive discussions make events like this

(online and offline) great, but may also be sensitive and private. What's shared in the private should stay in the private setting, but do however understand this is a public forum and this is to be treated as a public square, therefore, please refrain from sharing private and/or proprietary information you would not desire to be public knowledge in and/or at this event. Sponsor (which also includes but it not limited to: all individuals known at the time and listed as participants of the upcoming CMT or CMT event(s); individuals and invited individuals added later by Sponsor, whether known or unknown to CMT), consents and fully understands and have reviewed our Privacy Policy and Privacy Notice and accept and agree to be bound by all the Privacy Policy, Privacy Notice in addition to the Rules and Regulations of this entire Sponsorship Agreement. This Privacy Policy tells you how we use personal information collected at our web sites and within our APP and can be found here: <https://conciergemedicinetoday.org/tcp/>

**(k) Technology Malfunctions And Wi-Fi Use.** CMT and it's affiliated companies and/or agents are not responsible and cannot be held responsible or liable for use of the wi-fi as well as liable for any technical malfunction and/or other problems pertaining to a Sponsor, respective invitees, speakers, affiliated brands and companies, designated Sponsor representatives, their respective directors, trustees, officers, employees, agents and subcontractors use of and provided technology which includes but is not limited to: any Wi-Fi network use; speaker presentation embeds; videos or electronic errors within in a presentation or displayed and/or demoed at exhibit booth/table; telephone network or service, outages; computer system(s); printing issues; server or provider, computer; or mobile phone equipment; or software; or for any failure of digital or electronic form; text or email virus; or technical problems; or traffic congestion while at the event; or on the Internet, or for any combination thereof – including but not limited to injury or damage to Sponsor, their respective representative(s), invited guests, known or unknown to CMT, or any other person's personal or business computer; mobile phone; or other hardware or software – related to or resulting from the use of and/or downloading of materials in connection with our event(s), app, texting app, QR codes provide, PDFs, website(s) accessed or products, including, without limitation, any products or links provided through our event, website or services. Please Note: No Communication Is 100% Secure, No Password Is Required. This is an open wireless network. No network communication is 100% secure. Every Sponsor as well as each individual, respective representative, officers, employees, directors, etc., understand and agree that by participating in this event/activity, each person(s) and Sponsor consent to the Privacy Policy pursuant to online and CMT web properties as outlined at: <https://conciergemedicinetoday.org/tcp/>.

Please be aware that the Facilities WIFI Is An Open Wireless Network. Please remember: No network communication should be considered private or protected. By using this facilities Wi-Fi/Internet service, you hereby expressly release acknowledge & agree that there are significant security, privacy & confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology.

**(l) Privacy Notice And Acceptance Of Privacy Policy.** Our Privacy Policy and Privacy Notice is considered part of this Agreement. Sponsor (which also includes but it not limited to: all individuals known at the time and listed as

participants of the upcoming CMT or CMT event(s); individuals and invited individuals added later by Sponsor, whether known or unknown to CMT), consents and fully understands and have reviewed our Privacy Policy and Privacy Notice and accept and agree to be bound by all the Privacy Policy, Privacy Notice in addition to the Rules and Regulations of this entire Sponsorship Agreement. This Privacy Policy tells you how we use personal information collected at our web sites and within our APP and can be found here: <https://conciergemedicinetoday.org/tcp/>

**(m) Usage Statistics And Reporting.** CONCIERGE MEDICINE TODAY, LLC., makes no guarantee with regards to performance statistics by agreeing to participate as a Sponsor in Conference. Any performance statistics shared with Sponsor by CMT are based on averages and Sponsor's participation and/or signage, displays, messages, materials, poster presentation(s), exhibit table, representatives, and all the like, may perform very differently based on a number of factors. Performance statistics are highly dependent on the content the Sponsor provides and therefore CMT cannot be held responsible or liable for Sponsor or their designated participations/representatives dissatisfaction with any portion of Conference that did not perform well, to their liking, past conversations with CMT, etc. CMT will not be held liable for any claims as they relate to performance statistics. CMT may or may not provide Sponsor with past Conference performance statistics only as a courtesy and reserves the right to not have to provide any performance statistics.

**(n) Admission to the Conference** Admission to the conference will be available only to registered attendees and Sponsor/Exhibit staff of at least 18 years of age. Proof of age may be required to obtain entrance into the conference and designated exhibit area. CMT makes efforts to attract relevant audiences to its exhibiting areas; but does not guarantee specific volumes of traffic levels. Children of Sponsor representatives, are not permitted in Venue, at the event and parents/guardians are solely responsible for their needs and accept full responsibility for their safety and indemnify CMT, it's affiliated companies, agents and/or successors and all individuals involved should such a child injury occur while during and/or at a CMT event(s).

**(o) Proper Use of Attendee List** Sponsors will not be given access to attendee registration list(s) prior to the Conference, and the attendee list will not include the emails of any participants, unless the participant expressly agreed to provide this information. On the first day of the main conference (excluding pre-conference workshops, breakouts and all pre-Conference activities), Sponsor may be provided with an Attendee List that does contain email of some, not all, Conference attendees, only provided that the attendee has opted into such communications as determined by their registration, attendance and/or CMT Sponsorship and/or Speaker Agreement. Sponsor agrees that in utilizing the Attendee List, they will not disclose, transfer, duplicate, reproduce, or retain any portion of the Attendee List in any form whatsoever, nor will they permit any third party, agent, employee or contractor of their respective agents and employees to do so. Sponsor agrees that the Attendee List provided

to them from CMT shall only be used once unless specifically approved in writing by CMT. Additional usage is considered a material breach of this Sponsorship Agreement and may result in loss of sponsorship opportunities to future events.

**(p) Sponsor Provided Speaker and Sponsor Signatory/Representative Acceptance of Speaker Agreement On Behalf of Provided For Speaker.** If a Sponsor is permitted and/or requested or required by CMT to provide a Speaker, panelist or presenter, Sponsor understands, consents, has made Speaker/individual(s) aware of and bound to the Speaker Rules and Regulations set forth and outlined here: <https://www.conciergemedicinetoday.net/faqs-cmt-events> as well as "Conference Participant Terms and Conditions" outlined here: <https://www.conciergemedicinetoday.net/faqs-cmt-events>.

**(q) STANDARD GRAPHICS-SPONSORSHIP TERMS AND CONDITIONS INSERTION ORDER (IO) ADVERTISING AGREEMENT POLICIES RELATED TO SPONSOR SIGNAGE, CMT CONFERENCE MATERIALS, LOGOS USED FOR CONFERENCE, DIGITAL & DISPLAY PROMOTION.**

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows: Advertisement Display and Services; The Advertiser agrees to publish the Advertisement and/or content (eg. Podcast recording; webinar; graphic ad; etc.) on Concierge Medicine Today, LLC., owned and/or managed media, web, social media or event properties and distribution channels for a set forth period of time outlined in writing, email or agreed upon in the form of an invoice sent to Advertiser prior to payment being received by Concierge Medicine Today, LLC. If the Advertiser desires to remove the Advertisement from Concierge Medicine Today, LLC., owned and/or managed media, web, social media or event properties and distribution channels prior to the end of this period, the Advertiser must request that in writing. Advertiser desires CONCIERGE MEDICINE TODAY, LLC., to implement the advertisement described in the Insertion Order (IO) agreed upon by CONCIERGE MEDICINE TODAY, LLC., and Advertiser. The IO and these Terms & Conditions are referred to collectively as the Agreement. No refund will be made for such early withdrawal of any Advertisement. (a) Payment. The Advertiser shall pay the Concierge Medicine Today, LLC., prior to release of any work being done. All fees and payments are due in-full (plus applicable taxes) and payable at the same time as the execution and delivery of this Agreement. All late payments are subject to interest accrued at the rate of 10% per month, or up to the maximum amount allowed by law, whichever is greater. In the event if the Advertiser defaults in making the full payment within 10-days of Agreement, the Concierge Medicine Today, LLC. reserves the right to suspend the Advertisement posted on Concierge Medicine Today, LLC., owned and/or managed media, web, social media or event properties and distribution channels. All rates and applicable fees assigned by Concierge Medicine Today, LLC. and its agents and/or Representative(s) are based on payment by check or electronic funds transfer via PayPal.com. Payment is due upon submission of this signed Agreement and selection of

advertising desired. If a payment schedule is agreed upon, Concierge Medicine Today, LLC. its agents/Representative(s) may immediately cancel all orders for advertising if such payment schedule is not met. Advertiser shall indemnify Concierge Medicine Today, LLC. and its agents/Representative(s) for all expenses incurred in connection with the collection of amounts payable, including court cost(s) and attorneys' fees, if applicable. (b) Content. Advertiser shall deliver the Advertisements to Concierge Medicine Today, LLC., digitally via email or other agreed upon method at least fifteen (15) business days before the scheduled start date. Advertiser shall be solely responsible for providing image licenses, the Advertisement in the format required for display and acknowledges and agrees that they hold the proper copyright to use such graphics. If in the event any copyright infringement on any particular graphic is determined at any date set in the future, Advertiser agrees, acknowledges and accepts that they are solely responsible for any damages, financial or otherwise and agrees to hold harmless and indemnify Concierge Medicine Today, LLC., it agents or authorized representatives free of any financial, legal or dispute resulting in the copyright infringement. Advertiser acknowledges that Concierge Medicine Today, LLC., its agents/authorized representatives will not be responsible or liable for the quality of any portion of the Advertisement that does not meet the established mechanical criteria. If at any time Advertiser desires to modify its content, it shall provide a written request to Concierge Medicine Today, LLC., specifying in detail the modification desired. Advertiser shall, within a reasonable time, effectuate the modifications to the content. (c) Liability. Advertiser shall be fully responsible and liable for the content contained in the Advertisement. The Owner is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in the contents. Once again, Advertiser shall be solely responsible for providing image licenses, the Advertisement in the format required for display and acknowledges and agrees that they hold the proper copyright to use such graphics. If in the event any copyright infringement on any particular graphic is determined at any date set in the future, Advertiser agrees, acknowledges and accepts that they are solely responsible for any damages, financial or otherwise and agrees to hold harmless and indemnify Concierge Medicine Today, LLC., it agents or authorized representatives free of any financial, legal or dispute resulting in the copyright infringement. (d) Prohibited Content. Advertisements shall not contain: (i) any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content; (ii) any content which is explicative or inappropriate language; (iii) content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law; (iv) content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by Concierge Medicine Today, LLC. in its sole discretion. Use of any such inappropriate content by the Advertiser will result in the suspension, termination and removal of the Advertisement or any other action deemed necessary by Concierge Medicine Today, LLC., its agents or authorized representatives in its sole discretion. (e) Acceptance. Concierge Medicine Today, LLC., its agents or authorized representatives may reject or cancel any Advertisement for any reason which it believes in good-faith to be detrimental. If Concierge Medicine Today, LLC., its agents or authorized

representatives so rejects the Advertiser's Advertisement or terminates its display, then this Agreement shall be terminated, and Website Owner will return any prepaid advertising fees to Client. If in the event the advertisement is removed from agreed upon distribution channels early, Advertiser recognizes that 1) their advertisement has expired; 2) it was accidentally and/or inadvertently removed and will be replaced or updated by Concierge Medicine Today, LLC., or 3) it was requested by Advertiser that the advertisement be removed. If in the event "number 2" (above) was found, Advertiser understands that Concierge Medicine Today, LLC. will work with Advertiser to replace, modify or update the advertisement within 90 business days and Advertiser understands that no compensation in the form of refund or payment will be made or paid back to Advertiser. Additionally, Advertiser agrees to hold harmless and release Concierge Medicine Today, LLC., it's agents/authorized representatives from any damages occurring from the removal of the advertisement. After recording is completed, NO FURTHER EDITS will be made to the recording by Sponsor/Partner. The recording will stand on its own merits. (f) License. Advertiser grants the Concierge Medicine Today, LLC., a limited, non-transferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit the Advertiser's Advertisement (including any logos, trade names, trademarks and/or service marks shown) during the term of this Agreement and solely in connection with this Agreement. Upon termination of this Agreement, the Advertiser understands that these images may be permanent on the web, even if removed by Concierge Medicine Today, LLC.. Advertiser agrees to release, hold harmless and indemnify Concierge Medicine Today, LLC., if further display of the Advertisement is found either on a Concierge Medicine Today, LLC., owned and/or managed media, web, social media or event properties and distribution channels AS WELL AS on outside third party sites. Nothing in this Agreement grants Advertiser any right to use Concierge Medicine Today, LLC., name, trademark(s), brands, product names, brand imprints, or service mark(s) of Concierge Medicine Today, LLC., in any future advertisement, sales promotion, or press release without Concierge Medicine Today, LLC.'s prior written approval. (g) Proprietary Rights and Copyright. Advertiser acknowledges that the contents of the Advertiser's linked website(s), including, without limitation, all trade names, trademarks, service marks, content, text, images, software, functionality, page and other design and layout, media and other materials therein, is proprietary to or licensed by the Advertiser, protected under copyright, trademark and other intellectual property laws and such contents may not be reproduced without the consent of the Advertiser. Advertiser retains all right, title and interest including copyright and other proprietary or intellectual property rights in the content of the Advertisement, Advertiser's trade names, trademarks and service marks therein. Advertiser (eg respective Sponsors/Speakers/Advertiser) will be owner of all recorded content and grants CONCIERGE MEDICINE TODAY, LLC., a full, non-exclusive license to use such content to promote, sell and/or market their recording after the event(s). CONCIERGE MEDICINE TODAY, LLC., may redistribute, sell and/or repurpose the recording(s)/photos/webinars/podcasts/etc., and all content without prior approval or royalties paid to Advertiser or its agents or affiliated representatives. (h) Advertiser Warranty. Advertiser warrants to Concierge Medicine Today, LLC., that: (i) Advertiser has the right and

authority to enter into and perform its obligations under this Agreement; (ii) the Advertisement shall conform to the description and specifications set forth by Concierge Medicine Today, LLC.; (iii) the Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country; (iv) the Advertisement does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity; (v) the Advertisement and subsequent links provided by the Advertiser's web site(s) contain no viruses, worms, malicious code, trap doors, back doors, timers, clocks, counters, FTP servers, or other limiting routines, instructions or designs, and no web beacons, web bugs, spy ware or other similar hidden or transparent code, script, or routine designed to gather, track or transmit information about Concierge Medicine Today, LLC or the users of the website(s); (vi) CONCIERGE MEDICINE TODAY, LLC., and Advertiser own valuable trademarks, service marks, and logos (collectively and respectively the "CONCIERGE MEDICINE TODAY, LLC., Marks" and "Advertiser Marks"). Each party has an obligation to ensure consistent use of its marks in association with its services. Each party retains all right, title, and interest in and to its marks and their associated goodwill. (i) Disclaimer. The services and site(s) are provided as is, without warranty of any kind, express or implied and any use of our services and/or website(s) and distribution channels are at Advertiser's sole risk. Concierge Medicine Today, LLC., does not warrant that the services, distribution channels and/or website(s) will be uninterrupted or error free, nor does Concierge Medicine Today, LLC., make any warranty as to the performance or any results that may be obtained by use of the services, distribution channels and/or website(s). Concierge Medicine Today, LLC., makes no other guarantees, provides no reporting, bench marks or quality metrics, warranties, express or implied, including, without limitation, any implied guarantees, warranties of merchantability and fitness for any particular purpose, concerning the subject matter of this agreement or the advertisement(s) purchased or agreed upon. (j) Independent Contractor. Concierge Medicine Today, LLC., shall provide the Services as an independent contractor and Concierge Medicine Today, LLC., shall not act as an employee, agent or broker of the Advertiser. As an independent contractor, Concierge Medicine Today, LLC., will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. (k) Technical and Content Requirements. Email Placement must adhere to technical requirements listed below. Email Placements submitted that do not meet CONCIERGE MEDICINE TODAY, LLC., technical requirements will be returned. No credit will be given for delayed start due to content submitted that does not meet technical requirements. Formats: JPEG; Weight limits: JPEG 20K (CONCIERGE MEDICINE TODAY, LLC., will return run ads that exceed weight limit); No Animation (will not appear in Outlook) URL to link must be provided at time of submission; For Text ad: Logo that is 90 x90 and 400 characters of text (includes spaces and punctuation) with URL link

CONCIERGE MEDICINE TODAY, LLC., does not accept ads for Webinars, virtual events, in

person events, or programs that directly compete with CONCIERGE MEDICINE TODAY, LLC., programs unless approved in advance. CONCIERGE MEDICINE TODAY, LLC., reserves the right to refuse, remove, move or cancel any Email Placement at any time without cause. All submissions are subject to CONCIERGE MEDICINE TODAY, LLC., approval. (l) Usage Statistics. Usage Statistics: Click Thru Rate (CTR) and ROI statistics are highly dependent on the provided ad and/or content which the Sponsor/Partner provides. CONCIERGE MEDICINE TODAY, LLC., does not provide usage statistics or CTR reports. Every Sponsors/Partner's ad(s) may perform differently based on a number of untenable factors. Therefore, Concierge Medicine Today, LLC., cannot be held responsible for ad placements that do not perform well. CONCIERGE MEDICINE TODAY, LLC., will not be held liable for any claims as they relate to the ads content and makes no guarantee of advertising ROI. CONCIERGE MEDICINE TODAY, LLC., makes no guarantee with regards to Click Thru Rate and/or usage statistics. (m) Content Liability. Advertiser agrees that all material included in the advertisement provided by Advertiser shall be original works of authorship or that all necessary approvals, rights, and clearances have been obtained. CONCIERGE MEDICINE TODAY, LLC., reserves the right to remove any Advertiser's material for which Advertiser fails to timely provide proof of authorization. CONCIERGE MEDICINE TODAY, LLC., reserves the right to cancel any agreement we have together, in part or in whole, in the event of actual or alleged copyright or other infringement. Furthermore, Advertiser understands, agrees to and accepts that Advertiser is solely responsible for any legal action, financial penalties, copyright infringement, damages, personal injury, death, legal action, fees, legal fees, legal proceedings, fines, legal expenses and the like resulting out of any liability arising out of or use of or relating to Advertiser's content in any Concierge Medicine Today, LLC., owned and/or managed media, web, social media or event properties and distribution channels, no matter what form that may take. Advertiser agrees to hold harmless, release and indemnify Concierge Medicine Today, LLC., it's agents and/or authorized representatives from any such actions taken by any individual, company, attorney, legal firm, or the like. The terms of this Section shall survive any expiration or termination of this Agreement. (n) Email placement terms and conditions for partners and sponsors. CONCIERGE MEDICINE TODAY, LLC., Email Placement Terms & Conditions are below. CONCIERGE MEDICINE TODAY, LLC., reserves the right to cancel the Email Placement with no refund if the Partner does not conform to these Terms & Conditions. (o) Cancellation Policy. Email Placement may be rescheduled if Partner notifies CONCIERGE MEDICINE TODAY, LLC., 8 weeks in advance of the scheduled Email Placement date. With less than 8 weeks notice Partner may cancel the Email Placement but will not receive a refund or the option to reschedule. Cancellations must be received in writing. (p) Submission. Email Placement files must be submitted at least 10 business days prior to scheduled run date. CONCIERGE MEDICINE TODAY, LLC., will not guarantee that the Email Placement will run on time if content is not received 10 days prior to scheduled run date. No credit will be issued due to late submission. (q) Agreement to Additional Disclaimers, Terms and Conditions and Privacy Policy. (r) In addition to this "Standard Graphic and/or Digital Sponsorship Terms and Conditions Insertion Order (IO) Advertising Agreement" Advertiser is also consenting to, acknowledges

and agrees to Concierge Medicine Today, LLC's Terms and Conditions of Use Policy, and Privacy Policy as outlined here: <https://conciergemedicinetoday.org/tcppl>. (s) Term. These terms & conditions shall be effective as of the date of signature of the IO and shall expire ninety (90) days after the completion of all deliverables/serviceables related to the Program. (t) Fee. Advertiser agrees to pay the CONCIERGE MEDICINE TODAY, LLC., the full (100%) Fee for the Program as described in the Insertion Order (herein IO the "Fee". Any late payment shall earn interest at the maximum rate then legally permitted for commercial transactions from the due date until payment is received by the CONCIERGE MEDICINE TODAY, LLC. Advertiser agrees to reimburse CONCIERGE MEDICINE TODAY, LLC., for any costs incurred in collection of amounts due CONCIERGE MEDICINE TODAY, LLC. (u) Licenses. Advertiser hereby grants CONCIERGE MEDICINE TODAY, LLC., a non-exclusive, limited license to use the Advertiser trademarks, service marks, logos, provided graphics and/or images and the content on provided graphic or advertisement (in whatever form is agreed upon – eg. Video, PowerPoint, JPG, TIF, Etc. and the like) and other service marks or Advertiser provided content solely in connection with promoting the Advertisement. Advertiser shall include the indicia ® or TM to CONCIERGE MEDICINE TODAY, LLC., if necessary and as directed by the CONCIERGE MEDICINE TODAY, LLC and/or Advertiser authorized representative(s) or agents. Advertiser hereby grants CONCIERGE MEDICINE TODAY, LLC., a non-exclusive license to use the Advertiser's trademarks, brand, logos, graphics, etc., in connection with promoting the Program free from any copyright penalties and/or damages. CONCIERGE MEDICINE TODAY, LLC., acknowledges Advertiser's exclusive right, title, and interest in and to Advertiser's marks and agrees to include the appropriate indicia as necessary and when appropriate at the guidance of the Advertiser.(v) License Term. The license to use the marks shall terminate upon expiration or the earlier termination (for any reason) of this Agreement. (w) Use of Email and Participant's Contact Information. Pursuant to this Agreement, if Advertiser obtains through its provided URL and/or web site(s) any email(s) and/or other contact information from "clicks" or event listeners, users or event/program participants (herein "User(s))... Advertiser has a limited right to use such information as follows. Advertiser shall not SPAM or use this information for nefarious purposes. At all times Advertiser must comply with all applicable local, state, federal, or international laws, regulations, rules, guidelines, and other requirements (as any of these may be amended from time to time) related to the use of any "User(s)" information. During the Term of this Agreement, in each communication with "User(s)", Advertiser must provide an option for "User(s)" to fully opt-out of any future communication from Advertiser. Advertiser must ensure that any "User(s)" that opts-out receives no further communication from Advertiser. Advertiser must implement, regularly update, maintain, and adhere to policies that ensure compliance with this provision. Under no circumstances may Advertiser sell or provide "User(s)" email, contact information, personal or professional, or other identifying information to any other party. (x) Confidentiality. Each party acknowledges that due to this Agreement, it may acquire from the other party certain confidential information. "Confidential Information" means any material, data, or information disclosed by a party that is not generally known by or disclosed to the public or third persons and includes



without limitation information relating to membership or subscribers and other confidential information relating to the operation of a party's business. Confidential Information shall not include information that the non-disclosing party can demonstrate it learned prior to the disclosure or that has become publicly known through authorized disclosures. Each party agrees to exercise the same degree of care and protection with respect to the Confidential Information of the disclosing party that it exercises with respect to its own Confidential Information and not to directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information. Each party may disclose Confidential Information to its employees and/or authorized agents who have a need to know, so long as they are advised of the restrictions in this Agreement. The terms of this Section shall survive any expiration or termination of this Agreement. (y) Indemnification. Each party shall indemnify, defend, and hold the other party, its affiliates, directors, officers, employees, representatives, agents and successors (collectively the "Indemnified Parties") harmless from and against any and all claims of third parties, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, and shall pay all damages, losses, expenses, claims, costs and reasonable attorneys' fees incurred by the Indemnified Parties as a result of, or related to a) violations of this Agreement; b) the negligent or willful misconduct, misrepresentation, failure to follow applicable local, state, federal, or international laws, or copyright or trademark infringement in connection with the other party's marks used under to this Agreement. The terms of this Section shall survive any expiration or termination of this Agreement. (z) Termination. CONCIERGE MEDICINE TODAY, LLC., may terminate this Agreement at any time and retain any amounts paid by Advertiser as damages if (a) Advertiser fails to make any required payment which is not cured within ten (10) days following Advertiser's receipt of the Concierge Medicine Today, LLC.s, written notice; (b) Advertiser uses any CONCIERGE MEDICINE TODAY, LLC., marks, "User(s)" information, or Confidential Information contrary to this Agreement, including any use which disparages or places in disrepute the CONCIERGE MEDICINE TODAY, LLC., or adversely affects or detracts from the Concierge Medicine Today, LLC.s, goodwill; (aa) Advertiser breaches any other representation, warranty, covenant, or other provision of the Agreement. (aa) Limitation of Liability. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR THE CONCIERGE MEDICINE TODAY, LLC.S, BREACH OF THIS AGREEMENT SHALL BE THE CONCIERGE MEDICINE TODAY, LLC.S, PROVIDING A SUBSTITUTE PARTNERSHIP OPPORTUNITY OR REFUND OF THE FEE PAID TO THE ADVERTISER solely, (AT THE election of CONCIERGE MEDICINE TODAY, LLC.) AND ADVERTISER AGREES TO RELEASE CONCIERGE MEDICINE TODAY, LLC FROM ANY FUTURE and/OR PRESENT DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, INCLUDING LOST SALES OR PROFITS. (bb) Miscellaneous. In the event the above terms and conditions are not specific or detailed enough, the following items are to provide clarity and are also considered part agreed upon and part of this Agreement.

Placement of Advertisement and Release Dates/Schedule/Calendar. CONCIERGE MEDICINE TODAY, LLC., reserves the right to solely determine placement of the advertisement, release date and schedule and/or

place(s) of distribution. CONCIERGE MEDICINE TODAY, LLC., may cancel the Advertisement with no refund, without cause and/or without notice if the Advertiser does not conform to the Terms & Conditions of this Agreement in any way. (cc) Rescheduling, Delaying or Cancellation. Advertisement and/or content and its placement and/or distribution may be delayed, rescheduled if Advertiser notifies CONCIERGE MEDICINE TODAY, LLC., within 2-12 weeks in advance of the scheduled content placement date discussed and/or agreed upon. With less than 8 weeks notice Advertiser may cancel the Advertisement for a 50% refund but will not receive a full refund or the option to reschedule in the future. Cancellations must be received in writing. (dd) Content Library at CONCIERGE MEDICINE TODAY, LLC., and our For Doctors Forum and DocPreneur Leadership Podcast. CONCIERGE MEDICINE TODAY, LLC., may post/distribute and/or release Advertisement on [www.ConciergeMedicineToday.org](http://www.ConciergeMedicineToday.org), FOR Doctors Forum ([fordoctorsforum.org](http://fordoctorsforum.org)), <https://members.fordoctorsforum.org/>, [www.ConciergeMedicineToday.com](http://www.ConciergeMedicineToday.com), [www.DirectPrimaryCare.com](http://www.DirectPrimaryCare.com), [www.DirectPrimaryCareJournal.com](http://www.DirectPrimaryCareJournal.com), [www.ConciergeMedicineForum.com](http://www.ConciergeMedicineForum.com), [www.ForDoctorsForum.com](http://www.ForDoctorsForum.com) for an indefinite period or time without the expectation of removal, royalties or remuneration in any form.

**Performance & Usage Statistics.**

CONCIERGE MEDICINE TODAY, LLC., makes no guarantee with regards to performance statistics. Any performance statistics shared with Sponsor by CONCIERGE MEDICINE TODAY, LLC., are based on averages and Advertiser/Sponsor's presentation/ad may perform very differently based on a number of factors. Performance statistics are highly dependent on the content the Sponsor provides and therefore CONCIERGE MEDICINE TODAY, LLC., cannot be held responsible for ads/webinars/podcasts that do not perform well. CONCIERGE MEDICINE TODAY, LLC., will not be held liable for any claims as they relate to performance statistics. CONCIERGE MEDICINE TODAY, LLC., provides Advertiser Sponsor with performance statistics only as a courtesy and reserves the right to not have to provide any performance statistics. (ee) Program Support. CONCIERGE MEDICINE TODAY, LLC., will assign a Production Manager/Host to coordinate ad or advertisement/ sponsorship production. The Production Manager/Host will assist in every step of the process from planning to promotion and follow up, to ensure a successful event. (ff) Promotion, Release and Distribution. CONCIERGE MEDICINE TODAY, LLC., may engage in the following strategies to promote your advertisement/sponsorship/content to our audience. CONCIERGE MEDICINE TODAY, LLC., encourages the Advertiser/Sponsor/Speaker/etc., to engage in similar strategies and Advertiser will provide assistance and support, within reason, as requested to Concierge Medicine Today, LLC, its agents/representatives to help the advertisement succeed, in whatever form that may take. Not all strategies will be used for every Advertiser/sponsor/ sponsorship or advertisement. (gg) Ownership. Advertiser/Sponsor/Speaker will be owner of all Webinar/Podcast and/or content and grants CONCIERGE MEDICINE TODAY, LLC., a full, non-exclusive license to use such content to promote, sell and/or market the Webinar/Podcast. CONCIERGE MEDICINE

TODAY, LLC., may redistribute and/or repurpose the Webinar(s)/Podcast(s) content without prior approval from Sponsor/Speaker/Advertiser. Additionally as another added benefit, in order to maximize exposure, add a longer shelf-life to your presentation/session/talk and increase your visibility as an expert, brand and/or your practice and/or your company and services, Concierge Medicine Today, LLC., may bundle and/or sell these webinars/podcasts/speeches, stories, interviews, and/or presentations in different ways online and offline over the next year and well into the future without notification, consent, remuneration(s) and/or royalties as well. The terms of this point (g) shall survive any expiration or termination of this Agreement. (hh) Content Liability. The Advertiser, its agents/authorized representatives and/or Speaker is solely responsible for any liability arising out of or relating to advertisement, its content, and/or Speaker's content in any form or fashion provided to Concierge Medicine Today, LLC., and/or any material to which users can link through the content. Submission. Content files must be submitted at least 10-30 business days prior to scheduled release or distribution date. CONCIERGE MEDICINE TODAY, LLC., will not guarantee that the advertisement/content will begin on time if it is not received 10 days prior to scheduled run date. No credit will be issued due to late submission. Unless otherwise specified in the Insertion Order (IO) and in writing, all content is to be provided by Advertiser. Any content production or editing may result in additional charges. (ii) Technical and Content Requirements. Content must adhere to technical requirements listed below. When Advertisement/content submitted/provided that does not meet CONCIERGE MEDICINE TODAY, LLC., technical requirements, it will be returned. No credit will be given for delayed start due to advertisement(s)/content submitted that do not meet technical requirements. (jj) Absolutely No Animation is Allowed. CONCIERGE MEDICINE TODAY, LLC., does not accept Content which promotes webinars, virtual events, in-person events, or programs that directly compete with CONCIERGE MEDICINE TODAY, LLC., programs. (kk) CONCIERGE MEDICINE TODAY, LLC., reserves the right to refuse or cancel any advertisement/content at any time without cause. All submissions are subject to CONCIERGE MEDICINE TODAY, LLC., approval. (ll) Advertiser must provide a url link in which they are solely responsible for and liable for if the advertisement, article and/or content that is to be promoted requires such a link. (mm) Assignment. This Agreement is not assignable without the prior written consent of the other party, except in the case of an acquisition where the acquirer assumes all obligations of the acquired organization. Partner may not sublicense any of its rights or obligations. This Agreement will inure to the benefit of the Parties, their successors and permitted assigns.

Relationship of the Parties. (nn) CONCIERGE MEDICINE TODAY, LLC., and Advertiser are and shall remain independent contractors. No party is the agent, representative, or joint venture partner of the other party and this Agreement does not constitute a franchise. No party shall make any representations or warranties or incur any obligation or liability on behalf of the other party. (oo) Waiver. No waiver or modification of any of the terms of this Agreement shall be valid unless in a writing signed by both parties. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by either party of a

default in one or more instances shall not be construed as a continuing waiver or as a waiver in other instances. (pp) Force Majeure. Concierge Medicine Today, LLC.s, obligation to provide the "Advertisement or IO" service(s) shall be excused during such time as and to the extent that performance is prevented by any occurrences or acts beyond the Concierge Medicine Today, LLC.s, control, including without limitation, a pandemic, an epidemic, riots, loss of power, loss of Internet, fire, war, explosion, the elements, weather, storms, acts of God or public enemy, and any ruling, law, or regulation of any local, state, provincial, federal, or national governmental body having jurisdiction over the parties, other Advertiser, or the subject matter of this Agreement. Under such circumstances, the Term of the Agreement shall be extended by that period of time during which performance was so prevented. (qq) Notice. Any notice, election or other written communication required or desired to be given hereunder shall be deemed given or made at such time as it is delivered in writing to the CONCIERGE MEDICINE TODAY, LLC., contact person listed above (or designee), and if to Advertiser to the contact person listed above (or designee). Either Party may specify some other address for the receipt of such written communications by giving written notice of such change to the other Party. Both Parties agree that email communication shall count as written communication. (rr) Authority. Each Party represents and warrants to the other that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and that it has full power and authority to carry on its business and to enter into, and to perform its obligations as set forth in this Agreement. (ss) Governing Law. This Agreement is governed by the law of the State of Georgia, and all rights, duties, and obligations of the parties under this Agreement shall be determined in accordance with the laws of Georgia, without reference to its choice of law provisions. Any legal action will be brought to the Georgia state court in Atlanta, GA USA. This Advertising Agreement shall only be interpreted and enforced in accordance with the laws of the State of Georgia and the proper venue to resolve any and all disputes arising from any of the terms, responsibilities, or liabilities under this Agreement shall be in Forsyth County, State of Georgia. This Agreement shall be binding upon the parties, its successors and/or assignees. (tt) CANCELLATION POLICY. Payment in full is due prior to distribution of Advertiser's ad. Orders are due 30 days prior to publication unless written exception is provided. For annual or quarterly advertising, a payment schedule may be arranged. All past due accounts are subject to an additional 10% interest charge per month. Advertiser agrees if payment is not made Advertiser is liable for past-due accounts. In the event of non-payment, Concierge Medicine Today, LLC and/or one its agents or Representatives is entitled to any court costs, collection agency fees, attorney's fees or other costs, that may result from said nonpayment. (uu) NO GUARANTEES. It is agreed upon, understood and accepted that Concierge Medicine Today, LLC., makes no guarantees, tracking or ROI promises or guarantees of any of its advertisements in which it distributes. (vv) TAXES ON ADVERTISING. In the event that any international, federal, state or local taxes are imposed on the printing of advertising materials or on the sale of advertising space, such taxes shall be assumed and paid by the Advertiser. If company/client/Advertiser is tax-exempt, a tax exempt form and/or letter must be received by Concierge Medicine Today, LLC. (ww)

**OWNERSHIP of ADVERTISING COPY.** All advertising copy that represents the creative efforts of Concierge Medicine Today, LLC. and its Representative(s) and/or the utilization of creativity, illustrations, labor, composition or material furnished by Concierge Medicine Today, LLC is and remains the property of Concierge Medicine Today, LLC. and/or its Representative(s) or Management Company, including all rights of copyright therein. Advertisers cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other medium without the express written consent of Concierge Medicine Today, LLC. or one of its Representatives. (xx) **LIABILITY FOR ERRORS.** Concierge Medicine Today, LLC. and/or its Agents/Representatives assume no liability for any advertisement whether or not it is supplied camera-ready by the Advertiser. Concierge Medicine Today, LLC. and/or its Representatives are not responsible for errors in spelling, key codes or download time. Concierge Medicine Today, LLC. and its Representatives shall not be liable for any loss that results from the incorrect publication, positioning, linking, hacking or spamming of its advertisements. (zz) **POSITIONING OF ADVERTISEMENTS.** Concierge Medicine Today, LLC. and/or its Representatives shall have full positioning latitude on all advertisements/sponsorship and content (eg files, concepts, etc) and may use it, promote it, post it, display it at its discretion. (aaa) **REJECTION and EDITING of ADVERTISEMENTS.** Concierge Medicine Today, LLC. and its Representative(s) may, at its sole discretion, edit, classify, reject or cancel at anytime any advertising submitted by Advertiser. Absolutely no pornographic or objectionable materials will be considered.

**21. DISCLAIMERS**

(1) An interview and/or sponsorship, speaking opportunity, promotion, graphic promotion or use, poster presentation, exhibit table, and the like, etc., are not considered an endorsement or recommendation by CMT of any one individual and/or Sponsor, company, product or their respective employees and agents, affiliated companies, officers, directors, trustees, subcontractors, etc. (2) Sponsor understands that all views expressed at the Conference are considered those of the individual, the Sponsor, and their respective employees and agents, affiliated companies, respective employees, officers, directors, trustees, subcontractors, etc., a Speaker(s) & may not reflect the views of CMT or their respective employees and agents, affiliated companies, employees, officers, directors, trustees, subcontractors, etc. (3) This Conference speakers, participants, Sponsors, and their respective employees and agents, affiliated companies, officers, directors, trustees, subcontractors, etc., CMT, and their respective employees and agents, affiliated companies, invited speakers, subcontractors, respective employees, officers, directors, trustees, etc., are not rendering medical, financial or legal advice. Never ignore professional medical advice in seeking treatment because of something you have hear at this Conference/event. (4) Sponsor, its agents, speakers, representatives and the like, agree to and understand that any sponsored photos, recordings, presentations, slides, webinars, podcasts and the like, may or may not be recorded, posted online, shared and/or placed on social media, free of penalty and infringement, claims, damages or losses by anyone at anytime

and Sponsor and affiliated representatives, successors, etc., release CMT, it's agents, representative(s), affiliated companies and individuals and successors from claims or damages resulting in the Sponsors content use, whether shared, permitted, known or unknown digitally, electronically, on social media with or without permission, or the like. (5) Sponsor, its agents, speakers, representatives and the like, agree to and understand that any sponsored photos, recordings, presentations, slides, webinars, podcasts and the like, may or may not be recorded, posted online, shared and/or placed free of penalty and infringement, claims, damages or losses in CMT's event app or CMT owned publication web site(s) domains.

**22. PROMOTIONAL OBLIGATIONS.**

CMT Does Not Provide The Following:

- No Guarantees, No Promises of ROI to Sponsors at and/or during future CMT or CMT affiliated events.
- CONCIERGE MEDICINE TODAY, LLC., may, but is under no obligation to provide Sponsor and/or affiliated/authorized representatives with any performance statistics and CMT may choose at its discretion, to do so only as a courtesy. CMT reserves the right to not have to provide any performance statistics to any Sponsor or affiliated Sponsor representatives or agents.
- CMT is not to be held liable for any claims, past present and future as they relate to performance statistics. CMT makes no guarantees (verbal, electronic, written or otherwise), promises or the like to any Sponsor with regards to: performance statistics; ROI for participating at any sponsorship or participant level; demographic, geographic or event metrics; attendance; about RSVPS; attendee turnout, expected or guaranteed expectation of turnout; does not provide emails of registered attendees and/or conference participants and their named agents/representatives, unless permitted to do so; unique and/or general introductions to companies and/or individuals; prior metrics; increased performance/attendance/metrics, based on previous events; expectations of future participation and/or metrics; and/or ROI of any sort or kind by participating in a CMT or affiliated CMT event as a Sponsor, exhibitor, speaker, and/or participant during, before or after any CMT event(s), in-person or virtual. Furthermore, it is understood by both Sponsor and CMT at all times before, during and after the event(s) that any performance statistics communicated, written, spoken, implied or expressed that is shared by CMT with Sponsor, its agents/representative(s) and/or Sponsor employees and/or decision makers and/or "Sponsor Provided Speakers" by CMT to Sponsor may be based on past performances, averages and it is fully understood and agreed upon that past performance is not indicative of future CMT event(s) and/or results. Additionally, Sponsor and Sponsor Provided Speakers, any and all materials, exhibit spaces, products, services, education, sales approach, participation and/or presentation may

perform very differently based on a number of factors out of CMT and Sponsors control. It is understood and agreed to by Sponsor that any event performance statistics are highly dependent on the content the Sponsor, sales message, branding, materials, marketing efforts, and the like, etc., and therefore it is understood, agreed upon by Sponsor that Sponsor indemnified CMT from being held responsible for any metrics and performance guarantees and claims before, during, and after live exhibiting ROI, pre-recorded activities; and/or live webinars/podcasts, graphic ads, emails, etc. are promoted by CMT acknowledging the Sponsor's participation and that do or do not perform well or as expected.

CMT Will Provide The Following:

Dependent upon the agreed upon sponsorship level which Sponsor authorized representative submitted and hereby indicated they desire for the current calendar year event(s) and which was electronically received by CMT via CMT's "Concierge Medicine Forum Sponsorship Application" and subsequently paid in-full and upon which the submission date is the "start date" of this Agreement" and purchased by the Sponsor, CMT will provide (listed a-f):

- (a) (1) One "Printed" copy of the current year (Confidential for Sponsor Use Only, Not To Be Sold, Shared or Distributed) CMT "Concierge Medicine Forum" Conference event/activity attendee list for current event/Conference at the start of the full 2-day conference, no sooner. And, one copy of the "Printed" Attendee List provided by CMT in .xls and .pdf format on one (1) USB Drive; (e.g. Friday at 9am EST).

NOTE: The "Attendee List" may include, but may not be limited to: Participant First and Last Name Provided At Registration; Company/Practice Name Provided At Registration; Title/Degree/Prefix; Office or Mailing Address Provided At Registration; and Phone Number Provided At Registration. THE LIST WILL NOT INCLUDE EMAILS.

Sponsor, and all respective Sponsor affiliated representatives, officers, directors, employees, affiliated companies, etc., understands, agrees and release CMT, its respective agents, authorized representatives, affiliated companies, employees, contractors or sub-contractors from any and all use or damages, claims or suits resulting from the use of, errors in, mistakes, omissions from and/or partnerships formed or interactions with this information and/or individuals and/or companies or misconduct, damages or claims resulting from or related to use of the Attendee List, interactions with individuals at CMT Conference/activity.

- (b) Sponsor will be promoted at the current level of participating sponsorship they specified (or edited) on the on-site signage and/or digital or physical conference/activity promotional materials.

(c) Dependent upon sponsorship level, Sponsor(s) may have on-stage promotional signage (example: logo only; and/or QR Code optional near logo on same sign, only if camera-ready artwork is provided to CMT 8-weeks in advance AND, sponsorship level dictates this is a Sponsor Benefit of that specific level sponsorship, applies to Gold and Palladium only) For Duration of main event in General Sessions only.

(d) If applicable to sponsor level (SILVER and HIGHER) (1) - exhibit table may be included and will be within the General Sessions/Exhibit Area of the venue (placement solely decided by CMT and may be adjusted by CMT or facility staff at its discretion at anytime. The size of your rented rectangular table are 72" long by 30" wide. This table is provided with a table skirt and cover.

(e) Sponsor logo may be displayed on specified calendar year on-site sponsor materials/signage and/or event app, and or social media, including social media mentions and/or conference digital or physical and/or printed materials. (6) Display or Sponsor logo, which Sponsor may attach and provide electronically at time of desired Sponsorship Application submission, may be displayed, or not, on CMT conference website properties which include but are not limited to: [www.ConciergeMedicineToday.org](http://www.ConciergeMedicineToday.org); [www.ConciergeMedicineToday.net](http://www.ConciergeMedicineToday.net); [www.fordocctorsforum.org](http://www.fordocctorsforum.org); CMT LinkedIn Posts; CMT Hosted LinkedIn Pages; CMT Facebook and Instagram Pages, etc. and Sponsor acknowledges that use of logo or graphics are free of any copyright issues, trademark issues, infringement claims. Sponsor, any successors, officers, directors, respective representatives, affiliated companies accept, release and hold harmless CMT, respective representatives, affiliated companies, officers, directors, successors, etc., from any and all legal claims, copyright or trademark infringement penalties, fines, cease and desist notification(s), use penalties, and/or royalties resulting from the use or participation in this Conference, activity or event, including in-person and virtual.

(f) AFTER THE EVENT: CMT will email one .xls and/or .PDF confidential conference attendee list to Sponsor Representative on file the following attendee list which may include, but may not be limited to: Participant First and Last Name Provided At Registration; Company/Practice Name Provided At Registration; Title/Degree/Prefix; Office or Mailing Address Provided At Registration; and Phone Number Provided At Registration.

- NOTE: THE LIST WILL NOT INCLUDE EMAILS. Please note, unless the participant/ registrant/ Sponsor/ Speaker has expressly agreed to and consented to CMT to supply his/her email address to Sponsor(s) for inclusion on the "Attendee List" at their time of registration or agreed participation, it should be known that the participant/ individual/ registrants/ attendee has not agreed to and does not permit to provide their email address to CMT Sponsors at this years conference and would like to opt out of such communications, unless they provide it to the Sponsor and/or other event participants at the conference directly. It is also understood and agreed upon between CMT and Sponsor and all event



participants and individuals in attendance, Sponsors' respective representatives, officers, directors, successors, affiliated companies, etc., that ONLY when consented to, agreed upon and made available shall emails of CMT event(s) be provided by CMT to Sponsors of current calendar year event(s) of CMT event registrants through CMTs double opt-in procedure(s). Sponsor agrees not to forward "Attendee List", distribute, redistribute or copy (digital or paper copy) and Sponsor acknowledges and accepts they will incur all legal costs and damages with doing so.

**23. ERRORS; LIABILITY AND INSURANCE; RELEASE FROM TORTIOUS CONDUCT.**

ERRORS: CMT and Sponsor, any respective representatives, agents, contractors, sub-contractors, affiliated companies, employees, successors, etc., acknowledge and agree that participation at this event/activity and use of any materials, web sites, conversations, services and/or products displayed, sold, purchased, promoted, learned, disseminated, or presented are not without error and Sponsor, any and all respective representatives, agents, contractors, sub-contractors, affiliated companies, employees, successors, etc., release CMT, their representatives, affiliated companies, agents, employees, sub-contractors, contractors, agents, past, present and future, from any and all liability from the use of and/or purchase or direction derived from the use of such content, material, product, test, advice, recommendation, service, and the like. CMT does not represent or otherwise warrant or endorse that Sponsors, attendees, participants or individuals will be forthcoming, honest, moral, error-free or free from harmful or unlawful conduct, nor that CMT will correct or be responsible for any damages, errors or claims and Sponsor, any and all representatives or participants, release CMT from any past, present, future or invented claims. CMT does not represent or otherwise warrant that the information available on or through our website(s) properties, or at Conference/events/activities will be correct, accurate, timely, or otherwise reliable.

All property of the Sponsor remains under its custody and control in transit to and from the Venue, exhibition hall and while it is in the confines of the Venue. Neither CMT, its service contractors, their respective officers, employees, trustees, directors, contractors or representatives, the Venue nor any of their respective officers, employees, trustees, directors, contractors or representatives are responsible for the safety of the property of Sponsor from theft, damage by fire, accident, vandalism or other causes, and the Sponsor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Sponsor. CMT, nor the Venue, nor any Venue guard service makes no representation or assurance with respect to the security of Sponsor property and will not be responsible or liable for any damage or loss of any Sponsor property by or for any cause whatsoever. Sponsor shall maintain and keep in force, during the term of the installation, Sponsor and move-out dates, Worker's Compensation and Employer's Liability insurance meeting the requirements of the state where the Conference is held, and policies of Commercial General

Liability Insurance. Said insurance shall be in an amount not less than \$1,000,000 and Combined Single Limit for personal injury and property damage.

Sponsor hereby waives any and every claim which arises, or may arise, in its favor and against CMT and each of their respective employees, affiliated companies, officers, directors, trustees and agents, and/or the Venue, and each of their respective employees, officers, directors, trustees and agents, for any and all loss or damage covered by Sponsor's insurance policies, to the extent that such loss or damage is covered under such insurance policies. Sponsor agrees to provide to CMT prior to the start of the Conference (or at any time upon CMT's request), a certificate of insurance that certifies the coverages, limits, and entities insured as set forth in these Sponsorship Rules and Regulations.

Sponsor acknowledges that neither CMT nor the Venue maintain insurance covering Sponsor's property and that it is the sole responsibility of Sponsor, at its expense, to obtain business interruption and property damage insurance insuring any losses by Sponsor.

CMT shall not be liable to Sponsor in excess of the consideration paid by Sponsor, for breaches of contract or tortious conduct by CMT, its agents, representatives, affiliated companies and contractors, or for acts or omissions of the general public or of any agents, representatives, or contractors of the Venue.

Any products, actions or services learned about, discovered, found, heard, presented, discussed, mentioned are to be used at your own risk, cost and you agree, consent and understand the risks associated with using any products/services and companies mentioned and indemnify, release and hold harmless Concierge Medicine Today, LLC., its publishers, officers, directors, host(s), editors, guest posts, interviewed guests, physicians interviewed, sponsors, companies, affiliated representatives, affiliated companies of Concierge Medicine Today, LLC., etc., directly and/or indirectly, against any damages, losses, suits, legal cases, death, injury, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim, reference or opinion by a third party relating to materials you have heard or seen and learned about, used, purchased, read, posted and/or other actions taken by you on any Concierge Medicine Today, LLC., events, conference(s), activities, web site(s) and/or podcasts and/or recordings. Furthermore, you accept, consent and you agree to indemnify, defend, and hold Concierge Medicine Today, LLC., and any of our partners, hosts, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of or participation in our event(s), our Website, Products, Conference(s) and/ or Services forever. Your participation in this activity, conference, event, and use of any of our site(s), podcast(s), constitutes your agreement to the above and to CMT's Privacy Policy (<https://conciergemedicinetoday.org/tcpp/>). This Conference, event, activity, podcast, recording(s), site(s), it's brands, its agents, it's

authorized representatives, affiliated companies, it's products, services and/or imprints are owned by Concierge Medicine Today, LLC., and not the product of any one individual and once again, do not constitute medical, financial, tax and/or legal or other professional advice. Nothing in the Conference, content, products or services, podcast and/or individuals, sponsors nor interview(s) should be considered, or used as a substitute for, medical advice, diagnosis or treatment. This site and its services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. None of the physicians, products or services offered, mentioned, interviewed and/or listed through this website(s) and/or other Concierge Medicine Today, LLC., books, podcasts, articles, courses, webinars, and the like, represents or warrants that any particular physician, company, medical practice, service and/or product is safe, appropriate or effective for you. We advise users to always seek the advice of a physician and/or other qualified health care provider with any questions regarding personal health or medical conditions.

If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the United States and are experiencing a medical emergency, please call 911 or call for emergency medical help on the nearest telephone.

CMT's representatives and contractors shall not be liable for failure to perform their obligations under the Sponsor Agreement due to Force Majeure Events.

Each Sponsor is required to carry insurance, for its own protection and entirely at its expense, in a minimum amount of \$1,000,000 single limit bodily injury and broad form property damage coverage, naming Concierge Medicine Today, LLC. (CMT), and their respective employees and agents, affiliated companies, each of their respective employees, officers, directors, trustees, etc., as additional insureds, effective during the period of Sponsor's activity under the Sponsorship Agreement. Any policy providing such insurance must contain an express waiver by the Sponsor's insurance company of any right of subrogation as to any claims against CMT and their respective officers, directors, affiliated companies, trustees, agents and employees.

Neither CMT, and each of their respective employees, officers, directors, affiliated companies, trustees and agents, the Venue nor their respective employees/agents and other related or affiliated companies will insure Sponsor's property or assume responsibility or liability for any theft, damage or loss (by any cause) of property of the Sponsor, its agents or employees, nor for any injury that may occur to the Sponsor, its agents or employees.

**24. INDEMNIFICATION.** Sponsor and each of their respective current and/or former officers, directors, affiliated companies, trustees, employees or agents, family members, heirs, acquaintances, etc., and their successors or assigns, hereby will indemnify, assumes entire responsibility for and agrees to hold harmless,

indemnify, and defend CMT, and their respective officers, directors, affiliated companies, trustees, agents and employees, the Venue, and each of their respective employees, officers, directors, trustees and agents, against all claims relating directly or indirectly to, or arising out of any and all claims, including but not limited to: injury of any sort, death, allergic reaction(s), medical event(s), falls, tortious interference, damages, actions, stress, demands, losses, damage or injury to persons or property, governmental charges or fines, legal claims or legal suits, content posted on social media or the internet, use of materials at the Conference, use of Sponsor's logo and trademarks, dismemberment, costs and attorney's fees arising out of or caused by participation and or attendance, whether in a professional or personal capacity, at the Conference. Additionally, Each party shall indemnify, defend, and hold the other party, its affiliates, directors, officers, employees, representatives, agents and successors (collectively the "Indemnified Parties") harmless from and against any and all claims of third parties, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, and shall pay all damages, losses, expenses, claims, costs and reasonable attorneys' fees incurred by the Indemnified Parties as a result of, or related to a) violations of this Agreement; b) the negligent or willful misconduct, misrepresentation, failure to follow applicable local, state, federal, or international laws, or copyright or trademark infringement in connection with the other party's marks used under to this Agreement. The terms of this Section shall survive any expiration or termination of this Agreement.

**SPONSOR ACKNOWLEDGES AND CONSENTS TO THE PUBLIC NETWORKING, BUSINESS AND NATURE OF CONFERENCE, ACTIVITIES AND/OR EVENT(S)** (virtual or in-person) and the **INHERENT RISKS THAT COME WITH MAKING STATEMENTS, NETWORKING and/or PARTICIPATING IN ANY FORM IN AN EVENT LIKE THIS, ALBEIT AS A SPONSOR, A REPRESENTATIVE, A SPEAKER, A PARTICIPANT, OFFICER, EMPLOYEE, DIRECTOR, SUCCESSOR OR ATTENDEE AND HOLDS HARMLESS, RELEASES, WAIVES ANY RIGHT TO SUIT OR MAKE CLAIMS AND INDEMNIFIES CMT, ITS OFFICERS, DIRECTORS, SUCCESSORS, PAST, PRESENT AND FUTURE REPRESENTATIVE OR EMPLOYEES, AFFILIATED COMPANIES, ETC., FROM ANY AND ALL TORTIOUS INTERFERENCE, TORT CLAIMS, LEGAL FEES, SUITS, LEGAL CASES, PAST, PRESENT, FUTURE OR INVENTED CLAIMS FOR DAMAGE(S).**

Sponsor hereby **RELEASES, ACQUITS AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE** Show Management, the Venue and each of their respective current or former officers, directors, affiliated companies, trustees, employees or agents, and their successors or assigns (collectively "Released Parties") from any and all claims, causes of action, suits and/or demands relating to or arising out of Sponsor's participation in the Conference and exhibition. Sponsor assumes full responsibility and liability for the actions of itself and its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment, and agrees to indemnify, defend and hold harmless the Released Parties from and against all claims, suits, demands, damages, losses, liabilities, costs and expenses

(including reasonable attorneys' fees) based on or arising out of any breach by Sponsor or arising out of any breach by Sponsor of the Sponsorship Agreement or any negligence, misconduct or other acts or omissions of Sponsor's agents, employees, independent contractors, representatives, guests or contractors, representatives, guests or invitees, whether acting within or without the scope of their authority. CMT undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Sponsor, its agents, employees, independent contractors, representatives, or invitees, or for their respective property used in connection with the Conference, from damage, loss or destruction by fire, theft, accident or other cause. Small and easily portable articles shall be properly secured or removed after Conference hours and placed in safekeeping by the Sponsor at Sponsor's risk and expense. Any protection exercised by CMT shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by Sponsor. (a) Use of Certain Property. Sponsor will assume all costs arising from the use of patented, copyrighted, trademarked, or franchised materials, content, devices, processes or dramatic rights used on or incorporated in the Sponsor's space. Sponsor shall indemnify, defend and hold harmless CMT, and each of CMT's respective officers, directors, trustees, affiliated companies, members, agents and employees, the Venue and each of their respective officers, directors, trustees, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**25. WAIVER.** CMT shall not be deemed to waive any of its rights under the Sponsorship Agreement unless such waiver is explicitly stated as a waiver in writing and signed by CMT. No delay or omission by CMT in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**26. ATTORNEYS' FEES.** Should CMT find it necessary to employ an attorney or attorneys to enforce any of the provisions of the Sponsorship Agreement or to protect in any manner its interest or interests under the Sponsorship Agreement, CMT, if it is the prevailing party, shall be entitled to recover from Sponsor all reasonable costs, charges, and expenses (including attorneys' fees) incurred by CMT in such matter.

**27. AMERICANS WITH DISABILITIES ACT.** Sponsor acknowledges its responsibility to comply with the Americans with Disabilities Act (hereinafter "Act"), including making its exhibit table, poster presentation, signage, presentation, etc., accessible to handicapped persons. Sponsor agrees to indemnify and hold harmless CMT and the Venue against all costs, fines, expenses, liabilities and damages which may be incident to, arise out of or be caused by Sponsor's failure to comply with the Act.

**28. OTHER REGULATIONS.** Any and all matters not specifically covered by these Sponsorship

Rules and Regulations shall be subject solely to the decision of CMT. CMT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE SPONSORSHIP RULES AND REGULATIONS, EVEN IF SPONSOR HAS NOT BEEN PROVIDED NOTICE OF ANY AMENDMENTS ONCE MADE. SPONSOR AND ITS EMPLOYEES AND AGENTS AGREE TO ABIDE BY THESE SPONSORSHIP RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. SPONSOR AND ANY OF ITS EMPLOYEES OR AGENTS WHO FAIL TO COMPLY WITH THE TERMS OF THE SPONSORSHIP AGREEMENT OR WHO, IN THE OPINION OF CMT, CONDUCT THEMSELVES UNETHICALLY OR UNPROFESSIONALLY, MAY IMMEDIATELY BE DISMISSED AND REMOVED FROM THE CONFERENCE AND/OR VENUE WITHOUT LEGAL RECOURSE, REFUND OR OTHER APPEAL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE REMEDIES PROVIDED IN THE SPONSORSHIP AGREEMENT AND RULES & REGULATIONS AND SPONSORSHIP APPLICATION, SHALL NOT BE CONSIDERED TO BE EXCLUSIVE BUT INSTEAD SHALL BE CUMULATIVE AND SHALL NOT AFFECT ANY OTHER RIGHT OR REMEDY AVAILABLE TO ANY PARTY.

**29. SPONSORSHIP AGREEMENT SUBJECT TO TERMS OF CMT'S AGREEMENT WITH THE VENUE.** The Sponsorship Agreement is subject to the terms of the agreement between CMT and the Venue for the use of the Conference, Venue rooms, exhibitor table and poster presentation space, signage space, etc., and to terms of any and all agreements between CMT and any other party relating to the Conference. Sponsor shall not undertake any act or fail to fulfill any obligation that shall be in violation of said agreements.

**30. COVID-19 WAIVER AND AGREEMENT.** Sponsor agrees to abide by any directives, orders, rules or safety measures issued or provided by CMT, the Venue and any government authority having jurisdiction over the Venue or Conference, including (without limitation), with respect to social distancing, wearing face coverings, hand washing and other safety guidelines. SPONSOR ACKNOWLEDGES THE CONTAGIOUS NATURE OF COVID-19 AND THE FACT THAT PARTICIPATION IN THE CONFERENCE AND EXHIBITION, WHICH IS EXPECTED TO INVOLVE A LARGE GATHERING OF PEOPLE, INCREASES THE RISK OF BECOMING EXPOSED TO AND INFECTED WITH COVID-19. SPONSOR ACKNOWLEDGES THAT SPONSOR AND ITS EMPLOYEES, CONTRACTORS AND AGENTS VOLUNTARILY ASSUME ALL RISK THAT THEY MAY BE EXPOSED TO OR INFECTED WITH COVID-19 AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, MEDICAL EXPENSES, CLAIMS AND OR OTHER LOSSES TO THEM OR THOSE WITH WHOM THEY COME INTO CLOSE CONTACT (REFERRED TO COLLECTIVELY IN THIS SECTION AS THE "LOSSES"). SPONSOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CMT, AND THEIR DIRECTORS, AFFILIATED COMPANIES, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS, THE VENUE AND THEIR DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS FROM ALL SUCH LOSSES, INCLUDING THOSE

RESULTING FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF CMT OR THE VENUE. SPONSOR AUTHORIZES CMT AND ITS VENDORS TO SHARE ITS CONTACT INFORMATION WITH PUBLIC HEALTH AUTHORITIES FOR USE AS NECESSARY FOR COVID-19 CONTACT TRACING PURPOSES.

**31. ASSUMPTION OF RISK, AGREEMENT.** Sponsor agrees to abide by any directives, orders, rules or safety measures issued or provided by CMT, the Venue and any government authority having jurisdiction over the Venue or Conference, including (without limitation), with respect to social distancing, wearing face coverings, hand washing and other safety guidelines. SPONSOR ACKNOWLEDGES THE CONTAGIOUS NATURE OF GETTING SICK WHILE ATTENDING AN EVENT, TRAVELLING AND TRANSPORTATION AND THE FACT THAT PARTICIPATION IN THE CONFERENCE IN ANY CAPACITY, WHICH IS EXPECTED TO INVOLVE A LARGE GATHERING OF PEOPLE, INCREASES THE RISK OF BECOMING EXPOSED TO AND INFECTED WITH A DISEASE, CONTRACT AND/OR BE EXPOSED TO ILLNESS(ES) OR EXPERIENCE A MEDICAL EVENT. SPONSOR ACKNOWLEDGES THAT SPONSOR AND ITS EMPLOYEES, CONTRACTORS AND AGENTS VOLUNTARILY ASSUME ALL RISK THAT THEY MAY BE EXPOSED TO OR INFECTED WITH ANY ILLNESS, ALLERGY, MEDICAL EVENT, DISEASE, ETC., AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, MEDICAL EXPENSES, CLAIMS AND OR OTHER LOSSES TO THEM OR THOSE WITH WHOM THEY COME INTO CLOSE CONTACT (REFERRED TO COLLECTIVELY IN THIS SECTION AS THE "LOSSES"). SPONSOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CMT, AND THEIR DIRECTORS, AFFILIATED COMPANIES, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS, THE VENUE AND THEIR DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, MANAGERS AND AGENTS FROM ALL SUCH LOSSES, INCLUDING THOSE RESULTING FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF CMT OR THE VENUE. SPONSOR AUTHORIZES CMT AND ITS VENDORS TO SHARE ITS CONTACT INFORMATION WITH PUBLIC HEALTH AUTHORITIES FOR USE AS NECESSARY FOR CONTACT TRACING PURPOSES.

**32. GOVERNING LAW; ARBITRATION; CONFIDENTIALITY.** The Sponsorship Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the State of Georgia. In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by CMT. Any such controversy or claim will be arbitrated on an individual basis by an Arbitrator of CMTs choosing. The arbitration will be conducted in the State of Georgia in an area of CMTs choosing, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Each party will bear half the arbitration fees and costs. Sponsor irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Any legal controversy or claim arising from or relating to this Sponsorship Agreement or Conference, excluding legal action taken by CMT to collect or recover damages for

– or action by CMT to obtain any injunction will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. In addition, you agree to submit to the personal jurisdiction and CMTs selected Georgia venue of such courts. Any cause of action by you with respect to our Conference, sponsorship, website properties or service must be instituted within one (1) day, or 24-hours, after the cause of action arose or be forever waived and barred. SPONSOR HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO ANY ARBITRATORS DECISION, RELATING TO THE SPONSOR AGREEMENT OR THE TRANSACTIONS DESCRIBED HEREIN. Notwithstanding the foregoing, CMT may bring an action for equitable relief in any court of competent jurisdiction.

The terms of this agreement shall not be divulged to any third party without prior written and signed approval by CMT.

**33. SEVERABILITY.** If any provision of the Sponsorship Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**34. ENTIRE AGREEMENT; MODIFICATIONS.** The Sponsorship Agreement (comprised of the Sponsorship Application and Sponsorship Agreement and these Sponsorship Rules and Regulations), together with the Sponsor Logistics and any other guidelines, instructions, rules or requirements of CMT and/or the Venue provided to Sponsor by CMT or the Venue, contain the complete and entire agreement between CMT on the one hand and Sponsor on the other hand, with respect to the matters contained herein and therein, and supersede any prior or contemporaneous agreements, commitments, proposals, or communications with respect to the transactions contemplated hereby and thereby. The Sponsorship Agreement may not be modified, or its provisions waived, except by a writing signed by CMT and Sponsor. No course of prior or subsequent dealings between CMT and Sponsor and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of the Sponsorship Agreement.

**35. SURVIVAL.** In the event of any termination of the Sponsorship Agreement and following completion of the Conference, in addition to those provisions that by their express terms or nature and context are intended to survive, the following sections of these Sponsorship Rules and Regulations shall survive and continue in effect: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35.