

## **Sponsorship and Exhibitor Terms and Conditions**

1. **Program Rules and Regulations.** The Modernizing Medicine, Inc. User's Conference Sponsorship and Exhibitor Program (the "**Program**") is designed to provide a showcase for products and services relating to the practice of medicine. Modernizing Medicine, Inc. ("**Modernizing Medicine**") reserves the right to exercise its sole discretion in the acceptance or refusal of applications for the Program. By applying for exhibition space pursuant to the Program, the applying company (the "**Applicant**") acknowledges that it has read and agrees to adhere to and be bound by all of the policies, terms, rules and regulations governing the exhibition set forth in the Sponsorship and Exhibitor Prospectus (the "**Prospectus**"). Modernizing Medicine and its agent, Moss Roscher Associates, Inc. ("**MRA Services**"), requests the full cooperation of the Applicant in its observance of the policies, terms, rules and regulations set forth in the Prospectus. It is the responsibility of the Applicant to insure all booth staff are informed of and adhere to these policies, terms, rules and regulations and conduct themselves in a professional manner throughout the Modernizing Medicine, Inc. User's Conference (the "**Conference**").

2. **Interpretation and Application of Rules.** The Applicant agrees that Modernizing Medicine shall have the full authority to interpret and amend all policies, terms, rules and regulations contained in the Prospectus and its decision as to the meaning and implementation of a policy, term, rule or regulation is final. The Applicant agrees to abide by any subsequent policies, terms, rules or regulations that may hereafter be adopted by Modernizing Medicine, which shall be as much a part of the Prospectus as though originally incorporated. If the Applicant objects to any material change to any policy, term, rule or regulation, the Applicant must notify Modernizing Medicine within ten (10) business days of the date of such change of Applicant's intent to cancel its application, in which case Modernizing Medicine's sole obligation will be to refund the deposit provided by the Applicant less any actual costs incurred by Modernizing Medicine. All matters and questions not specifically covered in the Prospectus shall be resolved in the sole discretion of Modernizing Medicine. The failure of Modernizing Medicine to enforce at any time any policy, term, rule or regulation set forth in the Prospectus shall not be construed to be a waiver of such policy, term, rule or regulation.

3. **Booth Space.** The Applicant's tabletop location shall be determined by Modernizing Medicine, in its sole discretion, based on available space and Modernizing Medicine does not guarantee that Applicant's competitors will not be located nearby in the exhibit area. In the event that Applicant wishes to relocate subsequent to another applicant's tabletop location choice, the Applicant may contact MRA Services and request relocation to any then available space(s). Modernizing Medicine requires a clean looking atmosphere for all tabletop booths. Containers or boxes must not be visible from the aisles or walkways and must be stored out of sight, under your table or with the hotel. Sponsor signage is restricted to the assigned tabletop space. No signs may protrude or be placed in any other area of the Conference space except those produced and placed by Modernizing Medicine. These guidelines may be enforced by MRA Services on behalf of Modernizing Medicine.

4. **Dismantling of Booth.** No part of a tabletop booth or sponsorship station shall be dismantled nor materials removed until the end of the final day of the Conference without specific permission from Modernizing Medicine or MRA Services. All space must be vacated by 2:00 p.m. on the final

day of the Conference. If spaces are not vacated by that time, Modernizing Medicine reserves the right to remove materials and charge all of the expenses associated with such removal to the Applicant. Modernizing Medicine will not be liable for any damage or loss as a result of such removal.

5. **Program Fees.** The Applicant agrees to pay all fees, charges and/or expenses set forth in the Prospectus as set forth herein. In the event that Modernizing Medicine is forced to seek legal remedy to collect any amounts due from the Applicant pursuant to the Prospectus all charges related to the collection of unpaid amounts will become the sole responsibility of the Applicant, including, without limitation, any reasonable attorney's fees. If the Applicant fails to make payments due hereunder when they are due, the space or sponsorship is subject to cancellation or reassignment at the sole discretion of Modernizing Medicine without any obligation by Modernizing Medicine to refund any deposit or other amounts previously paid by the Applicant.

6. **Assignment and Subletting.** The Applicant may not assign or sublet any space or sponsorship allotted to them, and may not advertise or display goods other than those manufactured or sold by the Applicant in the regular course of business without prior written authorization by Modernizing Medicine or MRA Services. No such assignment or subletting shall release the Applicant from its obligations and liabilities under the Prospectus.

7. **Deposit; Cancellation.** Requests for cancellation of any sponsorship must be directed in writing to Modernizing Medicine c/o MRA Services at [info@mra-services.com](mailto:info@mra-services.com). Cancellations requests submitted by any other method, including by telephone, will not be accepted. The sponsorship deposit of Three Thousand Dollars (\$3,000) is non-refundable, but the remainder of the sponsorship fee will be refunded if the cancellation request is received at least ninety (90) days prior to the first day of the Conference. Sponsors cancelling with less than ninety (90) prior notice shall remain financially liable for the full sponsorship fee. MRA Services, on behalf of Modernizing Medicine, will confirm receipt of all cancellations and refunds, if any, will only be made for confirmed cancellations pursuant to this provision.

8. **Liability.** Neither Modernizing Medicine, MRA Services, the Hilton Orlando Bonnet Creek (the "Event Facility") nor any of their respective officers, directors, employees, agents or representatives will be responsible for the safety of the property of the Applicant from theft, damage by fire, accident or any other causes. Applicants are advised to consult their insurance broker for proper coverage on materials from the time such materials leave the Applicant's premises until such materials return to the Applicant's premises. Neither Modernizing Medicine, MRA Services, the Event Facility nor any of their respective officers, directors, employees, agents or representatives shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to any person or any property of the Applicant or any of its officers, employees, agents, representatives or business invitees, including, without limitation, those resulting from theft, fire, or other causes. Neither Modernizing Medicine, MRA Services nor the Event Facility will be obligated to obtain insurance against any such damage, loss, harm or injury.

**9. Indemnification.** The Applicant will be fully responsible for any claims, demands, suits, liabilities, losses, damages and expenses relating to or arising out of any injury to any personnel of the Applicant or to any other person or any loss of or damage to any property of an exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way connected with the Applicant's participation in the Program, including, without limitation, the use of the Conference premises, and the Applicant hereby agrees to indemnify and hold harmless Modernizing Medicine, MRA Services and the Event Facility and their respective officers, directors, employees, agents and representatives from and against any and all such claims, demands, suits, liabilities, losses, damages and expenses (including reasonable attorney's fees). The Applicant acknowledges and understands that neither Modernizing Medicine, MRA Services nor the Event Facility maintain insurance covering the Applicant's persons or property and it is the sole responsibility of the Applicant to obtain such insurance.

**10. Damage to Event Facility.** No sign or articles can be affixed, nailed, or otherwise attached to walls, doors, etc., without the prior approval of Modernizing Medicine or MRA Services and may not be affixed, nailed, or otherwise attached in any manner as to damage such walls, doors, etc. All space is rented subject to these restrictions. The Applicant will be held liable for any damage resulting from violations of this provision. The Applicant and its employees, agents and representatives may not allow any article to be brought into the Event Facility that will invalidate the insurance or increase the premiums on the policies held by the Event Facility nor permit anything to be done by such employees, agents and representatives that may damage the premises, property or equipment of other sponsors.

**11. Insurance.** The Applicant agrees to carry, at its own cost and expense, insurance to cover exhibit material against damage and loss, and commercial general liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others. The Applicant further agrees to carry, at its own cost and expense, workers' compensation insurance in full compliance with all federal and state laws governing all of the Applicant's employees engaged in the performance of any work at the Conference for the Applicant. All such policies shall list Modernizing Medicine, MRA Services and the Event Facility as named additional insured parties. If requested by the Modernizing Medicine or MRA Services, the Applicant shall furnish Modernizing Medicine or MRA Services, as applicable, with a certificate of insurance evidencing the required insurance pursuant to this provision.

**12. Activities at Conference.** Extremely loud noises such as bell, sirens, buzzers, etc. will not be permitted in Conference areas in order to maintain a business like atmosphere. Promotional activity is limited to the confines of space assigned by Modernizing Medicine. Any promotional activities outside the tabletop space, including, without limitation, in general areas or sponsorship spaces assigned to other sponsors, is prohibited. Modernizing Medicine reserves the right, in its sole discretion, to determine what is acceptable publicity and advertising, and also to restrict at any time any display, demonstration, presentation, or activity it deems inappropriate or undesirable. Modernizing Medicine reserves the right to terminate any promotion that could reasonably be determined to affect adversely the goodwill or reputation of the Modernizing Medicine or the Conference.

13. **Advertising.** Exhibit items, advertising literature or pamphlets that are distributed by the Applicant may contain only recognized indications and claims. Advertising in any media that particular products or services have been exhibited at the Conference or in a manner that could be construed as an endorsement by Modernizing Medicine is prohibited. Modernizing Medicine's logos, seals, trademarks, service marks, or other similar property rights, including those that are in disuse, may not be used in connection with any product or advertising materials. Advertising materials may not be distributed outside the Applicant's assigned Conference space.

14. **Endorsement.** Modernizing Medicine's acceptance of the Applicant's application is not intended to convey Modernizing Medicine's approval, endorsement, certification, acceptance, or referral of the Applicant or the Applicant's products or services. Promotion permitted at the Conference is not to be construed or publicized as an endorsement or approval by Modernizing Medicine, nor may the Applicant state that its claims are approved or endorsed by Modernizing Medicine. The Applicant shall not, without express written permission of Modernizing Medicine, use the name of Modernizing Medicine, or any symbol, logo, trademark, or service mark identified therewith, in any manner representing that the Applicant or its products or services possess the approval or endorsement or are associated or affiliated with Modernizing Medicine.

15. **Events during the Conference.** The Applicant may not schedule other events, including, without limitation, breakfasts, luncheons, dinners, receptions, or sessions during official Conference program hours unless specific permission is granted in writing by Modernizing Medicine or MRA Services.

16. **Cancellation of Conference.** In the event that the Conference is cancelled due to fire, strikes, government regulations, acts of God or any other causes beyond Modernizing Medicine's control that renders the Conference space unfit for use, neither Modernizing Medicine, MRA Services nor the Event Facility shall be held liable for failure to hold the Conference and the Applicant's sole remedy is a refund of the fees paid by the Applicant less any actual costs incurred by Modernizing Medicine. In no event will Modernizing Medicine, MRA Services or the Event Facility be liable for any direct, indirect, actual, special or consequential damages of any nature whatsoever, including, but not limited to, lost profits, business interruptions or other economic loss to the Applicant due to cancellation of the Conference.

**17. DISCLAIMER; LIMITATION ON LIABILITY. NEITHER MODERNIZING MEDICINE NOR MRA SERVICES MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONFERENCE. IN NO EVENT SHALL MODERNIZING MEDICINE'S, MRA SERVICES'S AND THE EVENT FACILITY'S AND THEIR RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AGENTS' AND REPRESENTATIVES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONFERENCE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY THE APPLICANT PURSUANT TO THE PROSPECTUS. IN NO EVENT SHALL MODERNIZING MEDICINE, MRA SERVICES AND THE EVENT FACILITY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE ANY LIABILITY TO APPLICANT FOR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER**

**CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY  
WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE**

18. **Miscellaneous.** The Prospectus shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of the State of Florida's choice of law provisions. The Applicant agree that any disputes or claims between Modernizing Medicine and the Applicant arising out of or related to the Conference shall be brought in the federal courts of the United States in and for the Southern District of Florida and the state courts of the State of Florida located in Palm Beach County, Florida. In the event that any provision of the Prospectus is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of the Prospectus will remain in full force and effect.