

**American Academy of Family Physicians
Family Medicine Experience (FMX)
AAFP FMX Sponsorship and Advertising Agreement Terms and Conditions**

Definitions

American Academy of Family Physicians (“AAFP”) and the company listed on the electronic Sponsorship and Advertising Agreement (“Sponsor”) agree to the terms therein and herein (collectively, this “Agreement”) in conjunction with FMX. If a third party (an “Agent”) is entering into this Agreement on behalf of Sponsor, such Agent represents and warrants that it is duly authorized to act as agent of Sponsor and to enter into this Agreement on Sponsor’s behalf. Agent and Sponsor shall be held jointly and severally liable for the fulfillment of Sponsor’s responsibilities under this Agreement, including but not limited to, the payment of any and all fees.

Qualifications

Sponsor must be an FMX 2022 exhibitor and must have already submitted the online Exhibitor Agreement to take advantage of the sponsorship and/or advertising opportunities pursuant to this Agreement. Sponsor and its individual personnel attending FMX must comply with all requirements as described below in “COVID Policy.”

Please note: Satellite CME Symposia Sponsors and their supporting organizations are not required to be an FMX 2022 exhibitor and are not required to comply with the AAFP’s COVID Policy. However, they must comply with all requirements found on the Satellite CME Symposium web page.

<https://www.aafp.org/events/fmx/sponsor/satellite-cme.html>

Sponsorship and Advertising Opportunities

Sponsor acknowledges that AAFP reserves the right to offer new and updated sponsorship and/or advertising opportunities, which will be made available on the Sponsorship & Advertising Opportunities web page, on an ongoing basis until the end of FMX.

Payment Terms; Cancellation Policy

All sponsorship and advertisement fees hereunder will be 100% due upon submission of this Agreement. All payments are non-refundable, except for a force majeure event or where FMX transitions from an in-person event to a virtual event (as described below in “Cancellation of FMX”).

Cancellation of this Agreement by Sponsor will result in a 100% forfeiture of all of the fees. For Product Theaters, Med Talks and Satellite CME Symposia, it is the responsibility of the Sponsor to cancel any arrangements that it might have made, and the Sponsor will be responsible for any expenditure or other cost incurred by the Sponsor in planning or conducting the Product Theater, Med Talk or Satellite CME Symposium.

Acknowledgment of Sponsor

AAFP will acknowledge Sponsor to FMX attendees in various promotional communications and materials in AAFP's sole discretion. In order to do so, Sponsor grants AAFP a license to use Sponsor's name and/or logo in connection with such acknowledgment(s).

Use of AAFP's Name and Logos

Except as otherwise provided herein, Sponsor shall not use AAFP's name or any symbol, logo, trademark or service mark without its prior written consent. Sponsor may use FMX's dates and, if the event is held in person, FMX's location, city and state, and the terms "at FMX 2022" or "during FMX 2022" in its promotional materials and advertisements; however, (1) it may not use the phrase "in conjunction with AAFP" or other similar phrases or language that in any manner represents or implies that Sponsor and/or its products or services possess the approval, support, endorsement or recommendation of AAFP; and (2) *if applicable*, its promotional materials and advertisements must include a disclaimer that the sponsored meeting, seminar, event, function, or gathering is not affiliated with the official program of FMX 2022.

Deadlines; Forfeiture

Refer to the details within the Sponsorship & Advertising Opportunities web page (<https://a2z.aafp.org/fmx2022/Public/sponsorshipgallery.aspx?ID=7117>), Satellite CME Symposium web page (<https://www.aafp.org/events/fmx/sponsor/satellite-cme.html>), and/or Product Theater and Med Talk web page (<https://www.aafp.org/events/fmx/sponsor/product-theaters-medtalks.html>) all as applicable, which contain information regarding deliverables, deadlines, acceptable formats for AAFP review, and instructions to submit final, approved, publication-ready work in connection with Sponsor's specific sponsorship and/or advertising opportunity(ies). If Sponsor is unable to meet any of the deadlines as provided, then Sponsor shall forfeit 100% of the related sponsorship/advertising fee(s).

Sponsor Content; Disclaimers

AAFP will not be responsible for any Sponsor materials, advertisements and/or artwork distributed or made available by AAFP in connection with FMX (collectively, "Content") that cannot be used, displayed or viewed because the Content was not submitted in the proper form, in a timely manner, or in an acceptable technical quality. AAFP will not be responsible for any typographical errors or omissions in any Content. AAFP may notify Sponsor to modify Content, due to error or due to a violation of this Agreement, or for any other reason. If Sponsor does not modify the Content to comply after such notice, AAFP will not be required to use or display such Content.

All sponsorship and/or advertising material and promotional content distributed directly by Sponsor are also subject to approval by AAFP.

For Product Theaters and Med Talks, such promotional marketing material must include one of the following applicable disclaimers: "This program is not for CME credit and is consistent with the PhRMA Code on Interactions with Health Care Professionals." "This program is not for CME credit and is consistent with the AdvaMed Code of Interactions with U.S. Health Care Professionals."

For Satellite CME Symposia, the following statement must be printed on the covers of promotional materials, the course syllabus, and on the front of all printed materials: "This event is not a part of the official AAFP FMX." Additionally, Satellite CME Symposia promotional marketing material must adhere to the AAFP Credit System [eligibility requirements](#) and the [ACCME Standards for Integrity and Independence in Accredited Continuing Education](#).

No Additional Marketing

If FMX is held in person, promotional marketing materials of Sponsor, even if approved by AAFP, may not be handed out anywhere, including in hotel lobbies, restaurants, in front of officially-contracted hotels or in other FMX locations that will be populated by FMX attendees. Additionally, the display of banners or other advertisements targeted at attendees is prohibited on the exterior and within five miles of the grounds of the FMX venue and the interiors, exteriors and grounds of all officially-contracted hotels during the period beginning three days before and continuing until three days after FMX (September 20-24, 2022). Noncompliance with this restriction will result in the prompt removal of Sponsor and Sponsor's noncompliant materials.

If FMX is held virtually, unauthorized promotional marketing materials of Sponsor may not be uploaded to the virtual FMX platform. Noncompliance with this restriction will result in the prompt discontinuance of Sponsor's access to FMX and removal of Sponsor's noncompliant materials.

Representations and Warranties

Sponsor is the owner of all right, title and interest in and to all Content furnished to AAFP hereunder. In addition to the items listed above in "Sponsor Content; Disclaimers", Content also includes names, trade names, trademarks and service marks and websites and landing pages to which Content may link or direct users, as applicable. Notwithstanding the foregoing, AAFP has control of the placement of the Content and other sponsors' content (1) on the FMX website; (2) if FMX is held in person, (a) in FMX print materials; (b) in, on and around FMX locations; and (c) in the FMX app; and (3) if FMX is held virtually, uploaded to the FMX virtual platform. Sponsor makes the following representations and warranties: the Content (i) does not infringe or otherwise violate any proprietary or personal rights of others (including, without limitation, copyrights, trademarks and privacy rights); (ii) does not violate any applicable law, rule or regulation (including, without limitation, any law relating to false or deceptive advertising); and (iii) is factually accurate and contains no libelous or defamatory statements.

Cancellation of FMX

In the unlikely event of cancellation of FMX due to any force majeure event (e.g., fire, strike, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of an epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, power outage, or other cause beyond the reasonable control of AAFP that prevents or makes FMX commercially unreasonable or inadvisable for its scheduled commencement or continuance), then neither party

will have any further obligation to the other, and payment for any promotions or sponsorships that have not been delivered before cancellation of the meeting will be fully refunded.

In the event FMX is transitioned from an in-person event to a virtual event, Sponsors who elect not to participate in the virtual event may cancel this Agreement by submitting written notice of cancellation within 10 business days of the FMX virtual event announcement for a full refund of any advertising or sponsorships that have not been delivered before the announcement. Such notice of cancellation shall be submitted to Jill Vetter, AAFP Sales Manager jvetter@aafp.org. Reminder: Sponsors who elect to participate in the transitioned virtual event must also remain an FMX 2022 exhibitor. Additionally, Satellite CME Symposia Sponsors who elect to participate in the transitioned virtual event must submit a repurposed content credit application, and all applicable credit system fees and requirements will apply.

Indemnification

Sponsor shall indemnify, defend and hold AAFP and its officers, employees, contractors, and members harmless against any third-party claim or liability arising out of (1) any Content; (2) Sponsor's violation of federal, state, local, or any other laws or regulations or applicable industry codes; and (3) Sponsor's breach of this Agreement.

LIMITATIONS OF LIABILITY

WITH RESPECT TO ONLINE AND DIGITAL ADVERTISEMENTS AND CONTENT, AAFP DOES NOT WARRANT THAT THE AAFP APP, WEBSITE AND/OR FMX VIRTUAL PLATFORM WILL MEET SPONSOR'S REQUIREMENTS OR THAT THE OPERATION OF THE APP, WEBSITE AND/OR VIRTUAL PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR WILLFUL MISCONDUCT AND INDEMNITY OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR INTERRUPTION TO A PARTY'S BUSINESS), REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, IN TORT OR UNDER QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Assignment

Sponsor may not assign or transfer this Agreement or any of its rights or obligations hereunder to a third party (other than its Agent) without the prior written consent of AAFP.

Compliance with Laws and Codes

Both parties shall observe and comply with and give all notices required by all "Laws" defined as all laws, ordinances, rules, regulations (including, without limitation, labor union rules and requirements that are applicable to the venue location if FMX is held in person), and lawful orders of any public authority, whether existing at present or later enacted, bearing on the performance of this Agreement. Each party shall notify the other if it becomes aware of any noncompliance with the Laws in connection with this Agreement and shall take all appropriate action necessary to ensure compliance with the Laws. Additionally, Sponsor shall comply with the Council of Medical Specialty Societies Code for Interactions with Companies, American Medical Association Code of Medical Ethics, ACCME Standards for Integrity and Independence in Accredited Continuing Education,

Physician Payments Sunshine Act (currently operating as the Open Payments program), AdvaMed Code of Ethics on Interactions with U.S. Health Care Professionals, and PhRMA Code on Interactions with Health Care Professionals, as applicable.

AAFP Event Code of Conduct (Virtual FMX Event)

To ensure the best possible experience for all virtual event participants, the American Academy of Family Physicians (AAFP) has established the following Code of Conduct, which participants must follow.

Access to and participation in this event is subject to the AAFP's Terms of Use (<https://www.aafp.org/about-site/aafp-content/terms.html>), its Anti-Harassment Policy (<https://www.aafp.org/about/policies/all/anti-harassment.html>) and its Antitrust Policy (<https://www.aafp.org/about/policies/all/anti-trust.html>).

We welcome your comments and encourage thoughtful discussion and differing viewpoints on topics presented at the event. Feel free to challenge the ideas of those with whom you disagree (including the AAFP), but please be respectful.

Only information which can be expected to be of interest to event attendees by virtue of its relevance to either (1) clinical and socioeconomic issues in medicine or (2) AAFP-related activities should be posted.

Messages selling products, recruiting, or promoting commercial or other ventures are not permitted except from AAFP-approved event exhibitors or sponsors.

Any communications regarding salaries or pricing (including negotiations with payers) are prohibited, as are political campaigning or endorsements and communications perceived as spam (especially from anonymous posters).

In fairness to event attendees, if you have an economic interest in any product or service, you should mention your relevant interest or affiliation when posting about or otherwise discussing that product or service (or the product or service of a competitor). All event participants deserve to know this information so that they can make their own determination whether another participant's background or affiliation colors that person's remarks. Event attendee profile information will be shared with attendees and exhibitors.

In regard to this event, the AAFP reserves the right (but assumes no obligation) to remove comments that are false, inaccurate, misleading, defamatory, tortious, abusive, threatening, harassing, profane, obscene, offensive, pornographic, hateful, infringing, anti-competitive, or illegal or that in any way fail to comply with this Code of Conduct. You must obey all applicable laws.

You may not record, copy or re-transmit any sessions, presentations, videos or any other content made available via the event platform without AAFP agreement or consent.

Violation of this Code of Conduct by any participant at the event, including attendees, speakers, sponsors, exhibitors, contractors, volunteer leaders, vendors, and staff is not condoned. Please report any misconduct you observe or experience in a timely manner to aafp@aafp.org. In the event of a violation, the AAFP reserves the right to discontinue an individual's access to the event (including without warning or refund), to prohibit an

individual from attendance at future AAFP events, and/or to take such other actions as it deems appropriate under the circumstances.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflicts of law provisions.

Attorneys' Fees

If a suit or other action is brought by either party hereto in order to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and costs and expenses of investigation, arbitration and/or litigation in connection therewith.

COVID Policy (In-Person FMX Event)

AAFP has implemented enhanced health and safety measures in connection with its in-person meetings and events. AAFP requires proof of vaccination for all attendees of FMX (which includes registrants, sponsors, exhibitors, speakers, faculty, guests and any other individual who attend FMX in any capacity). For those unable to be vaccinated for reasons such as medical conditions or religious beliefs, a negative PCR test taken within the 72 hours prior to the start of FMX may be substituted for vaccine proof.

AAFP is contracting with a third party vendor to manage the verification process and to make attendees' entry to FMX faster, safer and more secure. Sponsor's registration is not final, and Sponsor's individual personnel who plan on attending will not be permitted to attend, unless and until proofs of vaccination or a negative PCR test have been uploaded and accepted; the instructions and information for which the AAFP will provide you closer to the FMX dates. The AAFP is continually assessing the status of its upcoming meetings and events in the light of the COVID-19 pandemic and will evolve these safety protocols as appropriate. Sponsor is encouraged to visit AAFP's [Health and Safety Protocols page](#) to stay abreast of the latest updates.

A person is considered fully vaccinated:

- Two weeks after their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or
- Two weeks after a single dose vaccine, such as Johnson and Johnson's Janssen vaccine

Sponsor understands and agrees that it will comply with the aforementioned COVID policy and that all personnel who attend FMX shall comply with the policy and all other requirements reasonably required by AAFP in connection thereto.

Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous understandings or agreements, written or oral, which the parties may have reached with respect to the subject matter hereof and any different or additional terms of any purchase order or other

business form submitted by Sponsor or its Agent. Any terms and conditions in such purchase order or other business form shall be for administrative purposes only, are void, and shall have no legal effect. This Agreement may be modified only by a writing signed by both parties; however, AAFP may revise these Terms and Conditions in its sole discretion from time to time.

Terms and Conditions Applicable to Doctor's Bag, Premium Room Drop Sponsorships (In-Person FMX Event)

- a) Because of stringent hotel labor policies, AAFP will not be liable for a hotel's failure to deliver to rooms in the designated FMX hotel room block. There will be no discounts or refunds given.
- b) Sponsor is responsible for sending the correct number of bag inserts to AAFP or approved fulfillment vendor. AAFP nor approved fulfillment vendor will not be responsible for shortages due to an incorrect number of pieces being received.
- c) Sponsor will be responsible for shipping costs incurred as applicable.
- d) A minimum of five pieces must be reserved by other sponsors per day for bag delivery to occur.
- e) Because of weight and bulk, distribution of magazines, newspapers, and other publications will not be permitted in the bag.

Principles Applicable to Online, Digital and Print Advertisements

- 1. The appearance of advertising may not indicate or imply endorsement of the Sponsor or its product.
- 2. Products and services to be advertised must meet the standards of generally accepted medical practice, be relevant to the clinical or socioeconomic practice of medicine or be of special interest to the FMX physician attendee.
- 3. Products and services not explicitly covered by these policies will generally be accepted if they are determined to be in harmony with the stated purpose of the event. However, AAFP has the right to refuse any advertisement that, in its sole discretion, is incompatible with its mission or inconsistent with its values, and to stop accepting any advertisement previously accepted.
- 4. Advertisements new to AAFP require pre-approval before they can appear and must be submitted for review.
- 5. Advertising for the following categories is prohibited: Alcohol, tobacco, weapons, firearms, ammunition, fireworks, gambling and lottery, pornography or related themes, political and religious advertisements, advertisements that claim to have a "miracle" cure or method, advertisements that make unsubstantiated health claims for the products advertised, and advertisements directed at children.
- 6. All ads must clearly and prominently identify the Sponsor by logo, trademark, or signature.
- 7. Ads that make comparative claims to competitive products must be substantiated by supporting data.
- 8. Products that require approval by the U.S. Food and Drug Administration for marketing must receive FDA approval before being eligible and must include "full disclosure" when required. It is the responsibility of the Sponsor to conform to regulations of the FDA and all legal requirements for the content of claims made for products.

9. Sponsors may be required to submit supporting documentation to substantiate claims. For products not regulated by the FDA or other government agency, technical and/or scientific documentation may be required.
10. Ads that make health claims for non-FDA approved nutritional supplements, foods, food additives, and other substances and devices with health claims must be substantiated by clinical studies acceptable to AAFP—generally meaning studies that have independent support in authoritative, evidence-based medical literature—and are subject to a literature review prior to acceptance. Such ads must additionally carry the following disclaimer: “These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.”
11. AAFP follows the American Medical Association’s Code of Medical Ethics Opinion 8.063 regarding the sale of health-related products from physician’s offices. Products must serve the immediate and pressing needs of their patients, be supported by evidence in peer-reviewed literature and other unbiased scientific sources that review evidence in a sound, systematic, and reliable fashion, and such sales must not present a financial conflict of interest for the physician or physician’s practice.
12. AAFP follows the American Medical Association’s Code of Medical Ethics Opinion 8.03 prohibiting physicians from placing their own financial interests above the welfare of their patients. Ads for products or services that assist the physician in running a more efficient practice, thus enabling the physician more time for patient care, will generally be accepted. Included here would be categories such as office equipment, medical billing systems, or other software products. Ads that focus solely on increasing profitability are not acceptable.
13. CME courses, seminars, and conferences are eligible for advertisement.
14. For enduring materials (e.g., books, audio- and videotapes, computer software, etc.), submission of a sample for review to establish eligibility may be required.
15. The full rules for any market research or promotion associated with an advertisement must be displayed in the ad or available via a prominent link.
16. Advertorials: Longer form content created for commercial purposes may be harder for the average attendee to readily distinguish as promotional. AAFP defines the word “advertorial” to mean an advertisement or other paid content that resembles editorial content in style, intent, and format. While AAFP welcomes such advertisements, it will publish no advertisement that, in its judgment, resembles AAFP’s editorial content in form or format enough to be mistaken for an article.
The Sponsor or brand logo must appear prominently on the first page of the advertorial and display the word “ADVERTISEMENT” in 14 pt. bold type (min.), all caps, at the top center of each page, and are also subject to AAFP review.
AAFP must preapprove any piece that might be considered advertorial. At AAFP’s discretion, the advertisement may need to be reformatted to minimize its resemblance to AAFP’s editorial content. All other guidelines pertaining to advertising also apply to advertorials.
17. AAFP further adheres to the advertising policies of the Council of Medical Specialty Societies (CMSS), the Accreditation Council for Continuing Medical Education (ACCME), the World Association of Medical Editors (WAME), and the International Committee of Medical Journal Editors (ICMJE).

18. The following online advertising formats are prohibited: Pop-ups and floating ads. Advertisements that collect personally identifiable information from visitors without their knowledge or permission. Ads that extend across or down the page without the visitor having clicked or rolled-over the ad. Ads that send visitors to another site without the visitor having clicked the ad.
19. Online advertisements, including sponsored content, must be clearly distinguishable from editorial content. Online ads will be labeled “advertisement” on the web sites.
20. Neither Sponsor nor its Agent may collect any personal information from the user except with the user’s knowledge and permission and only after giving the user substantive information about the uses to which the information will be put. Similarly, cookies, pixels, applets, and other such files are prohibited if those files transmit any personally identifiable information to the Sponsor or Agent without the user’s knowledge and permission.

Business Policies:

21. In consideration of publication of an ad, the Sponsor and its Agent, jointly and severally, agree to indemnify and hold harmless AAFP and its officers, agents, and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the ad, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement, or plagiarism.
22. AAFP shall not be liable for any failure to print, publish, or circulate any ad accepted by AAFP; however, AAFP shall use its reasonable efforts to place such ad in subsequent available space.
23. AAFP is not responsible for incidental or consequential damage for errors in printing an ad.
24. AAFP will not be bound by any condition, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the conditions set forth herein.
25. Ads must conform to mechanical specifications as indicated within the Sponsorship & Advertising Opportunities web page.