

**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 2019 exhibitor and must have already submitted the online Exhibitor Agreement to take advantage of the sponsorship and/or advertising opportunities pursuant to this Agreement.

Sponsorship and Advertising Opportunities

Sponsor acknowledges that AAFP reserves the right to offer new and updated sponsorship and/or advertising opportunities on an ongoing basis until the end of FMX.

Payment Terms

All sponsorships and advertisements fees hereunder will be 100% due upon submission of this Agreement. All payments are non-refundable, except for a force majeure event (as described below in “Cancellation of FMX”).

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, location, city and state and the terms “at FMX 2019” or “during FMX 2019” 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 2019.

Deadlines

Refer to the details within the Sponsorship and Advertising Opportunities web page, which contain information regarding deadlines, acceptable formats for AAFP review and instructions to submit final, approved, publication-ready work.

Approvals

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 Expo Theaters, such promotional marketing material must include the following disclaimer: "This program is not for CME credit and is consistent with the PhRMA Code on Interactions with Healthcare Professionals."

No Additional Marketing

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 24-28, 2019). Noncompliance with this restriction will result in the prompt removal of Sponsor and 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 "Deadlines", 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) in FMX print materials; (2) in, on and around FMX locations; (3) on the FMX website; and (4) in the FMX app, all as applicable. Sponsor makes the following representations and warranties: the Content (a) does not infringe or otherwise violate any proprietary or personal rights of others (including, without limitation, copyrights, trademarks and privacy rights); (b) does not violate any applicable law, rule or regulation (including,

without limitation, any law relating to false or deceptive advertising); and (c) 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 (i.e., fire, strikes, governmental regulations, transportation interruptions, terrorism, national emergencies, natural disasters or other causes beyond the reasonable control of AAFP that prevent or make FMX commercially unreasonable for its scheduled commencement or continuance), then neither party will have any further obligation to the other, and AAFP shall determine an equitable basis for determining any refund of fee(s) paid, after due consideration of expenditures and commitments already made.

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, AAFP DOES NOT WARRANT THAT THE WEBSITE OR APP WILL MEET SPONSOR'S REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR APP 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

Sponsor shall abide by all laws, ordinances, and regulations (including, without limitation, labor union rules and requirements) that are applicable to the FMX venue location. Additionally, Sponsor shall comply with the Council of Medical Specialty Societies Code for Interactions with Companies, American Medical Association Code of Medical Ethics, AdvaMed Code of Ethics on Interactions with Health Care Professionals, and PhRMA Code on Interactions with Health Care Professionals.

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.

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. 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 Sponsorships

- 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. AAFP will not be responsible for shortages due to an incorrect number of pieces being received.
- c) Sponsor will be responsible for shipping costs incurred.
- 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.

Terms and Conditions Applicable to Print Advertisements

Sponsor's 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.

The acceptance of a product or service for advertising does not constitute an AAFP endorsement, nor a guarantee that the product or procedure is appropriate for the medical situation indicated. Advertisements will not be accepted if AAFP deems them to include false or misleading statements. No advertisement will be accepted if AAFP determines in its sole discretion that the advertisement is in poor taste, offensive to persons in attendance, promotes an activity that is unethical or illegal, is not keeping with the character and purpose of the event, is incompatible with AAFP's mission, or is otherwise not appropriate or desirable for the event for any reason. Additionally, the following policies apply:

- A. U.S. Food and Drug Administration (FDA) regulations apply to any mention of product name(s) that is accompanied by information on usage and indications viewed as product advertisements and must comply with full disclosure requirements.
- B. Products that require approval by the FDA for marketing must receive FDA approval before being eligible and must include "full disclosure" when required. It is the responsibility of Sponsor to conform to regulations of the FDA and all legal requirements for the content of claims made for products.

- C. Technical data and scientific documentation may be required for products not regulated by the FDA or other government agencies.
- D. Advertisements for nutritional supplements and vitamin preparations are not eligible unless the product is approved for marketing by the FDA or its efficacy and safety are substantiated by clinical studies acceptable to AAFP—generally meaning studies that have independent support in authoritative, evidence-based medical literature. More specific guidelines are available from AAFP.
- E. General purpose foods such as bread, meats, fruits, and vegetables are eligible. Special purpose foods (e.g., foods for carbohydrate-restricted diets and other therapeutic diets) are eligible when their uses are supported by acceptable data. Only diet programs prescribed and controlled by physicians may be eligible.
- F. AAFP concurs with the American Medical Association's Code of Medical Ethics Opinion 8.063 regarding the sale of health-related products from the physicians' offices. Consequently, no advertisement will be accepted that promotes the sale of health-related products from a physician's office unless documentation submitted to the advertising business manager with an ad clearly meets the guidelines set forth in Opinion 8.063. Similarly, the Opinion prohibits physicians from placing their own financial interests above the welfare of their patients. In most instances the AAFP will not accept advertisements that offer referral or other fees to physicians in exchange for recommending products or services to patients.
- G. Institutional advertising germane to the practice of medicine may be considered eligible.
- H. Other products and services not covered above will generally be accepted if they are determined to be in harmony with the stated purpose of FMX.
- I. Advertisements containing comparative claims for competitive products must be substantiated by supporting data.
- J. Advertisements for tobacco products and alcoholic beverages will not be accepted. AAFP has no direct association with organizations involved in the manufacturing of tobacco products and urges its members to avoid such association.
- K. All advertisements must clearly and prominently identify Sponsor by trademark or signature.
- L. AAFP shall not be liable for any failure to print, publish, or circulate any advertisement accepted due to the actions of a third party (e.g., a third-party printer); however, AAFP shall use its reasonable efforts to place such advertisement in subsequent available space.
- M. 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 in this Agreement.
- N. Advertisements must conform to mechanical specifications as indicated in the details within the Sponsorship and Advertising Opportunities web page.

Terms and Conditions Applicable to Online and Digital Advertisements

The appearance of advertising on the FMX event website does not imply endorsement of the advertised company or product.

The following types of advertisements are prohibited on the FMX event website:

- Alcohol and tobacco
- Weapons, firearms, ammunition, and fireworks
- Gambling and lottery
- Pornography and related materials and services
- Political and religious
- Advertisements that claim to offer a “miracle” cure or method
- Advertisements that make unsubstantiated health claims for the products advertised
- Advertisements directed at children

The following advertisement formats are prohibited:

- Pop-ups and floating ads
- Advertisements that are designed to collect personally identifiable information from visitors to the event websites without their knowledge or permission.
- Advertisements that expand across or down the page or send visitors to another site without the visitor having clicked on the advertisement.

AAFP’s review and approval rights will extend to any landing page(s) the advertisement links to. Sponsor’s advertisement on the website of any landing page must be clearly identified on that page. Additionally, the following policies apply:

- Event web pages are designed to label all advertisements with the word “advertisement.”
- Sponsor may be required to submit supporting documentation to substantiate claims.
- Neither Sponsor nor its Agent may collect any personal information from any user viewing the event websites 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, applets, and other such files are prohibited if those files transmit any personally identifiable information to Sponsor or its Agent or other agencies without the user’s knowledge and permission.
- The full rules for any market research or promotion associated with an advertisement must be displayed in the advertisement or available via a prominent link.