

# Pri-Med Industry Theater Contract Terms

Exhibit A & Exhibit B

Updated: November 1, 2021

## EXHIBIT A

### Exhibition Rules and Regulations

- 1. MANAGEMENT** -- “Management” or “Pri-Med” as used herein shall mean DBC Pri-Med, LLC, including its officers, committees, agents or employees acting on its behalf in the management of the Regional Conference Programs or Annual Conference Exhibitions (hereinafter said events are collectively “Event”).
- 2. ELIGIBLE COMPANY INTEREST** – Only those Company Interests (hereinafter, “CIs” or “Exhibitors”) offering materials, products, education, or services of specific interest to event registrants and attendees may exhibit, present, or otherwise participate at the Event. Management reserves the right, in its sole discretion, to determine the eligibility of any applicant as an Exhibitor and the appropriateness of any product. Exhibitors who are manufacturers’ or distributors must provide to Management a list of their principals or staff who will be attending any Regional Event in advance or they may not be admitted. No more than 2 Exhibitor personnel per 100 square of exhibit space reserved may be present at a time during an Event.
- 3. FEES** – The fees set forth in this Contract shall be payable in accordance as invoiced on the dates and timeframes set forth in the Contract.
  - a.** For any amounts more than sixty (60) days past due, CI’s rights shall be forfeit and Management shall have the right to offer the contracted services to others. Further Management shall have the right to terminate the contract and hold CI responsible for payment of all amounts due as of the termination date, which shall accrue interest at the rate of 1.5% of the contract value per month, or if lower, the highest rate permitted by law.
  - b.** Credit card payments are not acceptable for Contracts whose total fees exceed \$50,000. These fees must be paid for via check, ACH or Wire Transfer. A 2.9% servicing fee will be applied to all credit card payments that exceed \$5,000.
  - c.** For any amounts one hundred twenty (120) days past due, Pri-Med reserves the right to pursue collection through a third-party collection agency and otherwise pursue all other rights and remedies that may be available to it, whether provided by law, equity or statute.
  - d.** All rights and remedies of Pri-Med set forth herein are cumulative and not exclusive of any other rights or remedies that may be available to it, whether provided by law, equity, or statute.
- 4. CANCELLATION** – In the event CI desires to cancel all or part of the Contract, the following provisions shall apply:
  - a.** Written notice of cancellation must be delivered to Management by certified mail or an acknowledged e- mail

to Pri-Med, 855 Boylston Street, Suite #501 Boston, MA 02116, mshea@pri-med.com.

**b.** In the event written notice of cancellation is received by Management at least six (6) months (180 days) prior to the opening date of the Event(s), CI will be responsible for and Management may retain one half (50%) of the Contract fee for the Event(s).

**c.** In the event written notice of cancellation is not received by Management at least six (6) months (180 days) prior to the opening date of the Event(s), the CI shall owe a cancellation fee equal to 100% of the Contract fee for the Event(s).

**d.** No Credits are recognized for previous Event cancellations triggered by CI unless otherwise agreed by the parties in writing.

**e.** In the event payments made exceed the cancellation fee due, Management shall refund such excess fee to CI. Except for any such excess amounts payable to CI in the event of cancellation, all payments made to Management under this CI Contract shall be deemed fully earned and non-refundable when made. All Cancellation fees are acknowledged by CI to constitute a reasonable and good faith estimate of Management's loss in the event of cancellation.

**5. SUBLEASING AND ASSIGNMENT OF CONTRACT** – Exhibitors may not sublet, sub-divide or assign their space or rights under the contract, in whole or in part, without the prior written consent of management who shall have the sole right to approve co-exhibitors as well. Management may assign the Contract and its obligations.

**6. RIGHT OF FIRST REFUSAL** – Participation in this Event does not convey or guarantee a Right of First Refusal to Exhibitor for participation in any other of Management's events or marketing opportunities.

**7. ASSIGNMENT OF LOCATION** – Management shall have full authority to determine the location and allocation of exhibit and Industry Theater space and reserves the right, in its sole discretion, to later amend floorplans and reassign or relocate exhibits or Industry Theaters in areas as may be reasonably required to achieve the best experience for all attendees. Unless otherwise agreed to in writing, only one company name per booth will be listed on the booth sign, in onsite materials and/or conference guides.

**8. ARRANGEMENT OF EXHIBITS** – Exhibits shall not interfere with any Pri-Med educational activity and shall be arranged to avoid obstructing the view of other exhibits. Exhibits, demonstrations and Industry Theaters must be self-contained within the space assigned and may not interfere with normal traffic flow or neighboring Exhibitor's space. Exhibitors may not attach items to facility structures or furniture or alter facility structures or furniture in any way or otherwise prepare utilize its space in a manner that is inconsistent with the design approved in advance by Management. Exhibits and any use of space shall not interfere with the operation of or accessibility to utility, heating, ventilation, or air conditioning systems.

**9. OBJECTIONABLE DISPLAYS/CONDUCT** – Management reserves the right to terminate or alter Event privileges of any Exhibitor, and remove personnel due to objectionable, disruptive, or annoying conduct of personnel, inappropriate exhibit materials, or for any other cause which, in the sole discretion of Management, is incompatible with the purpose of the Event, without liability for any refunds or other expenses incurred by Exhibitor. The distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities may be conducted by Exhibitor only from within its booth and must be of products or materials made, processed, used, or sold by Exhibitor, unless prior written permission is granted by Management. Exhibitors who offer items

for sale at the Event must allow returns and refunds for any unopened and unused product which is returned prior to the final day of the Event.

**10. EXHIBIT STAFFING/PREPARTION** – Exhibitor shall staff its booth during all open hours of Event. Exhibitor’s displays and related materials shall be substantially assembled by the opening time and shall not be dismantled or removed prior to Event closing. Exhibitor shall provide information who will staff its kiosk or exhibit booth to Management if such staff does not separately register and obtain a badge for the Event. If the exhibit space is not fully prepared and occupied by Exhibitor’s staff prior to the opening of the Event, Exhibitor shall be deemed to have cancelled the Contract as of such date. In the event an Exhibitor fails to remove its exhibit and all materials from its space in the allotted time, Management reserves the right, at the Exhibitor’s expense, to remove and ship the exhibit and or other materials through a carrier of Management’s choosing or to make such other disposition of the items as it may deem desirable.

**11. HOSPITALITY FUNCTIONS** - Scheduling of private functions, cocktails parties, special events or other hospitality functions planned in conjunction with the Event, venue or host hotels must be coordinated directly with Management. Functions during the period of Event move-in, Event hours or move-out are prohibited. Management and Convention Center shall not be held liable or responsible in any way for hospitality functions that Exhibitor schedules in conjunction with the Event.

**12. ALCOHOLIC BEVERAGES** – Exhibitors shall not be permitted to serve, sample or give away alcoholic beverages in the Exhibit area without the prior written consent of Management, which shall only be granted if the Exhibitor utilizes a licensed caterer in accordance with the requirements of the Event facility and applicable law. Under no circumstances shall any Exhibitor be permitted to sell alcoholic beverages in the Exhibit area. t and the Event venue.

**13. LOTTERIES/CONTESTS** – The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and with prior written approval from Management.

**14. PHOTOGRAPHY** –Photographs or videotaping of the exhibits or Industry Theaters of other Exhibitors is prohibited. Attending personnel of exhibitors or qualified press must seek advance written approval to photograph or film outside of their own engagement area or Industry Theater at the Event and must abide by all conditions imposed. In no event shall recognizable images be captured of individuals attending without their express written consent.

**15. COPYRIGHTED WORKS** – Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, images, video and software. Exhibitor shall not infringe on the copyrights, trademarks, patents or other intellectual property rights of any third party.

**16. COMPLIANCE WITH LAWS** – Exhibitors shall comply with all applicable local, city, state and federal laws and regulations including but not limited to those regarding safety, fire and health laws; industry compliance codes, copyright and trademark laws, the laws and regulations of the US Food and Drug Administration and the US Department of Health and Human Services; and the Policies, Rules and Regulations of the facility and Management, regarding the installation, dismantling and operation of its booth which may be included in the Exhibitor Manual (separately provided to Exhibitor). To the extent an Exhibitor determines that it may have reporting obligations pursuant to the so-called Clinician Payment Sunshine Act (section 6002 of the Affordable Care Act), Management will cooperate with Exhibitor in providing information reasonably necessary to comply

with such reporting requirements.

**17. REGISTRATION AND ADMISSION** – All visitors to the Event, including Exhibitor personnel, must register. Admission to the Event is only open to adults affiliated with the healthcare industry. Management shall have sole control over admission policies at all times and reserves the right to exclude any attendee it deems inappropriate for the Event and to eject any person who is not complying with its reasonable rules for Event participation. No persons under 18 years of age will be admitted to any Event under any circumstances.

**18. EVENT GUIDE** – As an accommodation to Exhibitor and to promote the Event, Management may list Exhibitor in a catalog or online listing prepared and distributed in connection with the Event, and Exhibitor hereby grants a limited, non-exclusive, non-transferable worldwide royalty-free right and license to Management to use Exhibitor's name, trademarks and/or logos for such purpose. Management shall have no liability to Exhibitor for any errors or omissions contained in such catalog. Exhibitor shall defend and hold Management harmless for any liability it incurs related to an infringement claim stemming from this listing.

**19. SHIPPING AND SERVICE CONTRACTOR** – For Events booths that are not "turnkey," and unless otherwise negotiated by the parties, all costs of shipping, cartage, carpeting and handling are Exhibitor's responsibility. Further, it shall be Exhibitor's responsibility to ensure all handout type of materials used at its kiosk or booth are shipped to Management's local warehouse if they cannot be hand carried.

**a.** A Service Contractor selected by Management will be responsible for drayage from the drayage warehouse to the Exhibitor's booth; removal and, at the end of the Event, return of crates and empty cartons; delivery of packed goods to the loading dock of the Event premises; and loading onto transport vehicles for drayage back to the drayage warehouse.

**b.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

**c.** All additional services not listed in this Contract and required by Exhibitors should be ordered directly from the Service Contractor. Each Exhibitor will receive an Exhibitor Service Manual containing the appropriate order forms. Exhibitors using the Service Contractor hereby agree to be bound by the rules set forth in the Exhibitor Service Manual. These additional services are not part of this agreement and must be ordered separately.

**d.** Management and its officers, agents, and employees shall not be liable for any loss, damage or injury related to the receipt, handling, care, custody, of Exhibitor's property of any kind shipped or otherwise delivered to the Exhibition, either prior to, during or subsequent to the use of the exhibit space by Exhibitor.

## **20. LIMITATION OF LIABILITY**

**a.** Management assumes no risk; and, by the acceptance of this Contract, Exhibitor expressly releases Management of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor. In no event shall Exhibitor have any claim for Damages of any kind against Management in respect to any Damages, direct or consequential, because of the prevention, postponement or abandonment of the Exhibition, by reason of Force Majeure, or otherwise if for any reason beyond Management's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition. If, in the opinion of Management, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any other reasonable manner, the Exhibition

can be carried through, the Contract shall be binding upon the parties, except as to the size and position of space, which Management may modify as it deems necessary under the circumstances in its reasonable discretion.

**b.** Management's liabilities for all claims, in contract, tort or otherwise, shall not exceed the amount of the fees paid to Management by Exhibitor in connection with the Contract. In no event shall either party be liable to the other for any consequential, indirect, special or incidental Damages, even if a party has been advised of the possibility of such potential Damages. The foregoing limitation of liability and exclusion of certain Damages shall apply regardless of the success or effectiveness of other remedies.

**21. INSURANCE**—Exhibitor is advised to obtain, at its own cost and expense, general liability insurance of no less than \$1,000,000 property damage and personal injury with broad form endorsement including products and completed operations. In no event shall Management be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty. Exhibitor acknowledges that it shall have full responsibility to insure or otherwise keep and protect its property safe from theft or loss.

**22. INDEMNIFICATION** – Exhibitor shall indemnify, defend and hold harmless Management, the owner and operator of the exhibition facility, the city in which the Event is being held, and its and their respective officers, agents, employees, affiliates, and subsidiaries from any and all claims, injuries, losses, liabilities, obligations, damages, expenses and costs (including, but not limited to, attorneys' fees and other similar costs of defending claims or law suits brought against Management and the above referenced others) (collectively, "Damages") if and to the extent such Damages result from (a) Exhibitor's breach or alleged breach of its duties, obligations, covenants, warranties and representations under this Contract, or (b) Exhibitor's actions or omissions related in any way to the Event, including but not limited to its decision to hire third-parties in connection with its exhibit or to invite co-exhibitors to share its space.. Exhibitor's duty to indemnify Management and others hereunder shall not be affected by any contention that they were negligent, and that such as Damages, unless and until a court of competent jurisdiction in a matter involving third-party liability finds that such Damages resulted from Management's bad faith, gross negligence, or willful misconduct.

**23. CONTRACT ACCEPTANCE**— Deposit of Exhibitor's payment and receipt of its signed Contract does not constitute contract acceptance. The Contract shall not be binding until accepted in writing by DBC Pri-Med, LLC.

**24. DEFAULT AND VIOLATIONS** – If CI defaults in any of its obligations under the Contract or violates any of its obligations or covenants under the Contract, including without limitation any exhibition rules or regulations promulgated by the Event venue, Management may, in addition to any other remedies provided for herein or otherwise available to Management at law or in equity, without notice, terminate the Contract and retain all monies received on account as liquidated damages. Management may thereupon direct the CI forthwith to remove its employees, agents and representatives, and all of its articles of merchandise and other personal property from the space contracted for and from the Event.

**25. FORCE MAJEURE** – In the event the Event venue shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Event or the performance by Management under the Contract is substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said Contract and/or the Event (or any part hereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates said Contract and/or the Event (or any part thereof) as aforesaid, then Management may retain such part of CI's fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have

occurred, and there shall be no further liability on the part of either party. CI's fees paid, which do not relate to services delivered or expenses incurred shall be rolled over to a future edition of the Event, unless it requests a refund in writing. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but shall not be limited to, to acts of war, acts of God, riot, sabotage, labor shortage or dispute, internet interruption, government acts, civil disturbances, epidemics and other similar events.

**26. AUTHORITY TO CONTRACT**—Exhibitor hereby covenants, represents and warrants, as applicable, that:

- a.** if it is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;
- b.** if it is a legal entity, its execution, delivery and performance of this Contract, the fulfillment of and the compliance with the respective terms and provisions hereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate or other legal action of Exhibitor (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); and
- c.** the Contract constitutes a legal, valid and binding obligation of Exhibitor, enforceable against Exhibitor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights.

**27. MISCELLANEOUS** – The Contract and its exhibits and attachments constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. This Contract will be deemed entered into in Massachusetts and will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law known as conflicts of law. The provisions of this Contract relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Contract are the confidential information of Management.

**EXHIBIT B**  
**IndustryTheaters**  
**Terms and Conditions**

**1. PRI-MED REGIONAL CONFERENCES INDUSTRY THEATERS**

Pri-Med's Regional Conferences ("Regional Conferences") are a series of local, one (1) or two (2) day programs for primary care clinicians that provide an independent channel for Company (hereinafter referred to as "Company Interest" or "CI") to share its product information with clinicians on an opt-in basis, through non-accredited, industry peer-to-peer speaker events, called Industry Theaters, and exhibits in the Exhibit Area. Participation provides an opportunity for CI representatives to engage with opt-in clinicians in a professional conference setting centered on learning that clinicians prefer.

**2. PRI-MED ANNUAL CONFERENCES INDUSTRY THEATERS**

Pri-Med's Annual Conferences ("Annual Conferences") are a series of three or four (3 or 4) day conferences for primary care clinicians held in major metropolitan areas that provide a similar independent channel for CI to share its product information with clinicians on an opt-in basis as the Regional Conferences described above except they typically have a larger number of attendees.

**3. PRI-MED VIRTUAL ADD-ON INDUSTRY THEATERS**

Virtual Industry Theaters provide an opportunity for CI to engage with clinicians (registered by Pri-Med) through a 45 minute speaker led presentation that meets all applicable FDA/OIG guidelines and the PhRMA marketing code requirements with a pre-recorded video which may be hosted on Pri-Med's streaming platform at [www.pri-med.com](http://www.pri-med.com) for up to 6 months or may be hosted on another site of CI's choosing. Pri-Med is not responsible for any aspect of the content development or the CI's strategy or tactics in the development of its video included in the Virtual Theater.

**4. CI AND PRI-MED COMPLIANCE**

**CI'S ACTIVITIES AND INTERACTIONS WITH ATTENDEES AT REGIONAL CONFERENCES AND ANNUAL CONFERENCES ARE CONFINED SOLELY TO THE INDUSTRY THEATERS AND ENGAGEMENT AREAS (BOOTHS & TURNKEY KIOSKS). INDUSTRY MONIES THAT MAY BE AWARDED THROUGH FIREWALLED CME/CE GRANT SUBMISSION PROCESSES BY INDUSTRY SUPPORTERS AND USED TO FUND ACCREDITED MEDICAL EDUCATION ("CME") SESSIONS WHICH WILL ALSO BE OFFERED AT ALL EVENTS, WILL BE HELD IN A SEPARATE AND DEDICATED SPACE PHYSICALLY APART FROM THE INDUSTRY-SUPPORTED' INDUSTRY THEATERS AND EXHIBIT AREA. THE CME SESSIONS WILL NEVER BE RUN SIMULTANEOUSLY WITH INDUSTRY THEATERS. PARTICIPATION IN INDUSTRY THEATERS OR EXHIBITS IS NOT A CONDITION OF PROVIDING COMMERCIAL SUPPORT FOR CME SESSIONS. INDUSTRY MONIES ARE NOT USED TO FUND ANY CATERING FOR ATTENDEES.**

**5. LIVE IN-PERSON OFFERINGS DEFINITIONS**

The live in-person and advertising opportunities offered in the Contract for the Industry Theaters are defined as follows:

- a. **In-Person Industry Theaters:** A 45-minute time slot at the chosen event for the CI and its representatives to conduct a speaker-led presentation. All presentations shall meet all applicable FDA/OIG guidelines and the PhRMA marketing code requirements. CI is solely responsible for the design and development of all content and materials which shall be consistent with FDA/OIG guidelines and the PhRMA marketing code. CI is also solely responsible for the selection, recruitment and training of the Industry Theater speaker. Pri-Med is not responsible for any

aspect of the content development or the CI's strategy or tactics in the Industry Theater area. All Industry Theaters will be held during session breaks.

- b. Exhibit/Engagement Area:** A display in a dedicated one-on-one clinician engagement area where the CI's field force can engage local clinicians consistent with the requirements of FDA/OIG guidelines and the PhRMA marketing code. Pri-Med is not responsible for any aspect of the content/materials shared or CI's strategy or tactics related to the clinician engagement area. A turnkey kiosk is provided in an Exhibit at Regional Conferences for Industry Theater participants for no additional fee. The kiosk provides CI with similar engagement opportunities and imposes similar obligations as Exhibitors reserving exhibit booth space in the Exhibit Area at all Annual Conferences. Said exhibits at the Annual Conference are an additional cost and must be separately contracted for.

## **6. PRI-MED'S PERFORMANCE REQUIREMENTS FOR LIVE IN-PERSON INDUSTRY THEATERS**

Pri-Med's responsibilities for live in-person Industry Theaters at Annual and Regional Conferences begin following receipt of the signed Contract and end upon the CI's receipt of post activity data of opt-in clinicians for the last event of the calendar year listed on the Contract (typically sent by Pri-Med within two weeks post Event). Pri-Med's responsibilities include:

- a. Clinician recruitment, registration and tracking:** Pri-Med shall use commercially reasonable efforts to recruit and register an engaged audience of clinicians for each Regional Conference Program city and for each Annual Conference city. Each Industry Theater session space will have capacity for at least 50 individuals and may accommodate substantially more if permitted by the facility's health and safety requirements. Pri-Med does not guarantee attendance numbers, marketing results for individual programs or accept any responsibility for the content, strategy or tactics related to the Industry Theaters or the Exhibit Area used by the CI.
  - i. Promote CI's specific theater(s) through appropriate digital, social, and other Event marketing to its target audience of primary care clinicians.
  - ii. Promote CI's specific theater(s) through its Event program guide.
  - iii. Provide lead retrieval services (to facilitate the sharing of post activity data of opt-in clinicians within 7-10 business days post Event) Oversee Industry Theater attendance/lead capture at the entrance to the room.
  - iv. Provide unique tickets for local distribution by CI representatives in the engagement area and for general distribution at the Event ticket booth onsite.

## **7. EVENT MANAGEMENT**

Pri-Med shall handle all planning and organizational aspects of the Events, pay all rental/food & beverages costs and manage all operations logistics including:

- a.** Providing full disclosure and transparency to attendees through signage and other appropriate communications that content and speakers for the Industry Theaters are not accredited and not part of a CME program.
- b.** Facilitating a pre-conference call with CI's sales force to update them for upcoming Conferences, and to



implement and enforce health and safety protocols as required by local authorities and the Event facility (all as necessary).

#### **8. THEATER ROOM LOGISTICS FOR REGIONAL & ANNUAL CONFERENCES**

- a. Pri-Med shall facilitate the use of the space needed to conduct the Industry Theater including:
  - i. Ensure room is set-up with adequate furniture for attendees
  - ii. Provide standard Audio Visual reasonably necessary for speaker's use
  - iii. Provide stage, podium and electrical drop for speaker
  - iv. List presentation title on shared freestanding schedule board for Industry Theaters

#### **9. PRI-MED'S TURNKEY KIOSK RESPONSIBILITIES FOR REGIONAL CONFERENCES ONLY**

Pri-Med shall provide a turnkey kiosk in an engagement area for CI that includes:

- a. Appropriate furniture to ensure suitable counter space and seating (at least 2 chairs) and customized graphic panels.
- b. Up to 200 lbs. of drayage inclusive of marketing collateral which will be advanced to Pri-Med vendor local warehouse and trucked to the event the day prior to the Event start date
- c. Complimentary lead retrieval system rental & management (provide post activity data of opt-in attendees shall be shared within 7-10 business days post event)

#### **10. CI'S PERFORMANCE REQUIREMENTS FOR LIVE IN-PERSON REGIONAL CONFERENCES & ANNUAL CONFERENCES**

- a. **Materials and Industry Theater/Engagement Area content:** CI shall be solely responsible for the content and presentation delivered at Industry Theaters and within the Engagement Area including the following:
  - i. Meet Pri-Med's deadlines for providing its brand logos, descriptions, graphics panels for turnkey kiosk etc. including all materials needed for Pri-Med to conduct clinician recruitment and registration before and during all Events. CI's failure to meet Pri-Med's deadlines may result in Pri-Med being released from its obligations to recruit and register the clinicians for CI's Industry Theater(s) and may be cause for cancelation of its Contract completely.
  - ii. Provide a title and bulleted description for Industry Theater presentation for use in digital marketing and print materials for all Events by deliverable deadline specified by Pri-Med.
  - iii. Provide logo file in Pri-Med's requested digital format for Industry Theater Invite (if applicable)
  - iv. Recruit and facilitate the in-person attendance of its Industry Theater speaker
  - v. Develop all content and manage all aspects of the delivery of the non-accredited content included in the Industry Theater presentation
  - vi. Develop appropriate slides/handouts in a format accessible to clinician attendees and coordinate advanced shipping of said materials to Pri-Med's local warehouse (if applicable)
  - vii. Obtain prior written approval from Pri-Med for any invitations prepared by CI for field distribution, which approval shall not be granted if a reference is made to Pri-Med's catering or if it does not clearly state that the invitation is not a ticket and is insufficient for an attendee to gain admittance to CI's presentation

#### **11. PRI-MED'S PERFORMANCE REQUIREMENTS FOR VIRTUAL THEATERS**

- a. Pri-Med shall facilitate CI's engagement with the number of clinicians listed on the Contract as follows:
- i. Promote CI's Virtual Theater(s) through appropriate digital, social, and other Event marketing to its target audience of primary care clinicians.
  - ii. Manage the registration process for clinicians and facilitate their access to CI's Industry Theater's content beginning upon the agreed upon dates.
  - iii. If requested by CI, continue to host the Virtual Industry Theater (either the pre-recorded asset or the asset created from a live presentation) in the clinical resources area of [www.pri-med.com](http://www.pri-med.com) for up to 6 months in order to ensure the anticipated number of engaged clinicians is achieved.
  - iv. Record any live online session and prepare an asset for later hosting (by Pri-Med or otherwise), if CI chooses for its presentation to be live, and deliver the asset for that recorded live session after the Event to CI.
  - v. Provide full disclosure and transparency that content and speakers for the Industry Theaters are not accredited and not part of the CME content also offered virtually by Pri-Med.
  - vi. Provide to CI the post activity data of opt-in clinicians who engage with the Virtual Theater content.

## **12. CI'S PERFORMANCE REQUIREMENTS FOR VIRTUAL THEATERS**

- a. CI shall perform as follows related to Virtual Theaters:
- i. Meet Pri-Med's deadlines for providing its brand logos, title and other materials needed for Pri-Med to conduct clinician recruitment and registration before the date scheduled for CI's Virtual Theater is scheduled to be accessible. CI's failure to meet Pri-Med's deadlines may result in Pri-Med being released from its obligations to recruit and register the clinicians for CI's Industry Theater(s) and may be cause for cancelation of its Contract completely.
  - ii. Recruit the speaker, manage all aspects of the recording and pay all associated costs of creating a pre-recorded asset for hosting by Pri-Med as a Virtual Theater if that option is chosen.
  - iii. Coordinate with Pri-Med on its recording of any live Virtual Theater presentation for later hosting if that option is chosen.
  - iv. Develop all content included in the Industry Theater presentation which content shall include appropriate slides in a format accessible to clinician attendees engaging virtually with the Virtual Theater content

## **13. MISCELLANEOUS TERMS AND CONDITIONS**

- a. CI acknowledges and agrees that it is not paying for the catering costs or services provided at the Event. All catering is provided by Pri-Med in accordance with the PhRMA Code on Interactions with Healthcare Professionals. CI shall not be permitted to reference the catering provided solely by Pri-Med in any of its invitations or communications with attendees.
- b. Pri-Med Institute, LLC (dba. "PMI"), and Pri-Med do not have any role in or responsibility for the development, design, monitoring, strategy or oversight of the CI approved product information content presented at the Pri- Med Regional Conference Program or the Pri- Med Annual Conference Industry

Theaters. Pri-Med provides a space and a forum for industry content without endorsement or oversight.

- c. PMI, an ACCME accredited provider, is responsible for the accredited continuing medical education provided via the core curriculum at Pri-Med events.
- d. Core curriculum CME sessions are not supported by or through funding from CIs, except as permitted by the ACCME Standards for Commercial Support.
- e. Non-CME features are separate and distinct from the accredited CME program. Pri-Med will make all commercially reasonable best efforts to ensure that communications about this distinction are clear and consistent to all attendees, in accordance with ACCME Standards for Commercial Support, SCS 4 Appropriate Management of Associated Commercial Promotion.
- f. Should representatives from CI observe the CME sessions at Regional Conference or Annual Conference, the following limitations apply:
  - i. Representatives may NOT wear company name badges that identify Company affiliation.
  - ii. Representatives may NOT engage in sales or activities (e.g., no product displays, detailing, or other promotion) while in the room or near the room where the CME/CE activity takes place.
  - iii. Representatives may not review CME presentation materials with clinicians or CME presenters before or during the CME activity.
  - iv. Representatives may not participate in the question-and-answer portion of the CME activity, plant questions, or supplement comments made to or by the CME presenter.
  - v. Representatives may not provide entertainment associated with any CME activity, and may not provide honoraria, gifts or funds of any kind to CME faculty or CME participants related to their involvement in the CME.
- g. CI shall adhere to all applicable FDA/OIG guidelines and PhRMA marketing code at Industry Theater and the Exhibit Area. CI shall also respect, acknowledge and support the obligations of the accredited provider in adhering to the ACCME Standards for Commercial Support, including the need to ensure separation of accredited education from promotion.