

## **Pri-Med**

# **Marketing Services Rules and Regulations**

Exhibit B

Updated: August 11, 2022

## **EXHIBIT B**

### **Marketing Services Rules & Regulations**

- 1. ADVERTISING** – DBC Pri-Med, LLC or Publisher shall use reasonably diligent efforts to provide the services described in the Contract which incorporates these Rules and Regulations by reference including services related to broadcasting virtual industry theatres, publishing other internet-related digital advertising and live event-based print advertising outlined within this Contract. Any advertising content, graphics, materials or digital assets submitted by Advertiser must be in form and substance acceptable to Publisher and must be in compliance with commonly accepted industry standards including but not limited to the standards set forth in Publisher’s Terms of Use set forth at [www.pri-med.com/footer/terms-of-use](http://www.pri-med.com/footer/terms-of-use) and fully incorporated herein by reference (hereinafter said standards are “Publisher’s Standards”). Additionally all of the rights and obligations of parties using Pri-Med websites, which are described in the above referenced Terms of Use, as the same may be updated and amended from time to time, shall also bind Advertiser even if the marketing services provided are only contained in printed or digital publications or materials that are not located on Pri-Med’s website.
- 2. PUBLISHER’S STANDARDS** – Publisher reserves the right to refuse to publish advertising or broadcast content for Advertiser or for any party whose product, service, or proposed advertisement is not in keeping with the character of the relevant Pri-Med event (both in-person and virtual events shall hereinafter be collectively referred to as “Event(s)”) or publication, or whose advertising materials/content are not in compliance with Publisher’s Standards. If Advertiser’s services include participation in a virtual industry theatre, it hereby agrees it must additionally fulfill the following obligations with respect related to the content to be delivered virtually, in order to achieve Publisher’s Standards: (i) ensure a qualified speaker delivers appropriate content that is compliant with applicable laws and regulations and (ii) ensure said speaker makes themselves available to Pri-Med’s videographer vendor as instructed OR provides Pri-Med with a pre-recorded theatre presentation for distribution or broadcast in accordance with Advertiser’s instructions.
- 3. Digital Clinician Engagement**- If Advertiser’s services include participation in a virtual industry theatre or other products like research or surveys, where engagement by clinicians is one of Advertiser's goals, Pri-Med hereby agrees it will; (i) conduct the promotion and registration services suitable to achieve the audience size estimated in the Contract, (ii) host theatre content for 6 months in the Clinical Resources area of [www.pri-med.com](http://www.pri-med.com) or continue promotion of other services until the estimated audience size is achieved, unless otherwise instructed, and (iii) provide post activity data of opt in participants who started viewing the broadcasted content or otherwise engaged. Pri-Med will never share information from participants who withdraw their consent from having their personal data shared.

**4. FEES** – The fees set forth in this Contract shall be payable in accordance as invoiced on the dates and time frames set forth in the Contract.

- a. For any amounts more than sixty (60) days past due, Advertiser's rights in the marketing shall be forfeit and Publisher shall have the right to offer that marketing to others. Further Publisher shall have the right to terminate the Contract and hold Advertiser 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 Publisher 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.

**5. CANCELLATION** – In the event Advertiser desires to cancel all or part of the marketing referenced in 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 DBC Pri-Med, LLC 855 Boylston Street, Suite 501, Boston, MA 02116, mshea@pri-med.com.
- b. In the event written notice of cancellation is received by Advertiser at least six (6) months (180 days) prior to the opening date of the Event(s) or the Digital Campaign start date (as the case may be) Advertiser will be responsible for and Publisher may retain one half (50%) of the Contract fee.
- c. In the event written notice of cancellation is not received by Publisher least six (6) months (180 days) prior to the opening date of the Event(s) or the Digital Campaign start date, Advertiser shall be obligated to pay and Publisher may retain a cancellation fee equal to 100% of the Contract fee. All cancellation fees that may become due hereunder are acknowledged by Advertiser to constitute liquidated damages and are a reasonable and good faith estimate of Publisher's loss in the event of cancellation.
- d. No Credits will be issued for previous Contract cancellations triggered by CI, unless otherwise agreed by the parties.

**6. CAMPAIGN START/END DATES** – All advertising campaigns will end no later than 5 PM Eastern Standard Time (EST) on the Campaign End Date. Publisher requires all advertising content, graphics, materials or digital assets to be submitted by Advertiser as set forth in the fulfillment letter provided by Pri-Med to Advertiser promptly after the effective date of this Contract, which fulfillment letter is incorporated herein by reference and may also state Campaign Start and End Dates if those are not included in the Contract. Failure to comply with Publisher's Standards or due dates in the fulfillment letter will result in a delay of campaign without respect to Campaign End Date and in such cases Publisher reserves the right not to run Advertiser's campaign at all. Advertiser is liable for all fees associated with the creation, development and design of advertising content, graphics, materials or digital assets in association with this Agreement. An Advertiser whose campaign is delayed or canceled due to Advertiser's failure to comply with Publisher's standards or due dates set forth in the fulfillment letter shall remain liable for all advertising fees described herein.

**7. INDEMNITY** – Advertiser shall at all times defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related

to the content of Advertiser's advertisements served or broadcast by Publisher pursuant to this Agreement and/or any materials to which any Pri-Med website users can link through from those advertisements.

## **8. LIMITATION OF LIABILITY**

- a.** Under no circumstances shall Publisher be liable to Advertiser or any third party for indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), arising from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source.
- b.** Publisher disclaims any and all representations and warranties, including any regarding merchantability, fitness for particular purposes, suitability, quality or otherwise with respect to any Pri-Med website or Pri-Med printed publications and makes no guarantees that the Advertiser will experience increased business or sales from its advertising. Although Publisher will make all reasonable efforts to ensure the audience size estimated for a particular promotion is achieved, it makes no guarantees of the number or type of leads generated from advertising.
- c.** In no event shall Publisher be liable in any way for an amount greater than the payment owed to Publisher set forth in this Agreement.
- d.** Publisher would not have entered into the Agreement but for the limitations contained within this section.

## **9. INTELLECTUAL PROPERTY RIGHTS** – Neither party will acquire any ownership interest in each other's intellectual property.

Publisher shall have the right to place Advertiser's logo, trade name and trademark on any advertising from Advertiser and to otherwise use such items in connection with the purposes of this Contract consistent with Advertiser's instructions. To the extent that the services include any white paper, research report, webinar, interactive poster gallery, or virtual presenter primarily prepared by Pri-Med, it retains all ownership rights in the marketing product and the data set forth therein. Advertiser's rights are limited to a non-exclusive license having usage terms as defined more specifically herein. To the extent that Pri-Med publishes content, which is wholly or primarily created by Advertiser, ownership rights in said content remain Advertiser's and Pri-Med's rights are limited to a non-exclusive license granting a usage right only to publish and promote Advertiser's content and materials consistent with its instructions.

**10. FORCE MAJEURE** – Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including but not limited to acts of war, acts of God, riot, sabotage, labor shortage or dispute, internet interruption, government acts, and other similar events beyond a parties' control that make performance of the Contract impossible or impracticable.

**11. RIGHT OF FIRST REFUSAL** – Publisher does not guarantee a Right of First Refusal to Advertiser for any previously selected nor contracted advertising opportunities with any Pri-Med websites, Pri-Med events or Pri-Med printed publications or materials.

**12. MISCELLANEOUS** – This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written Marketing Services 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 not be modified or amended, except by a written instrument in signed by both of the parties hereto. This Agreement will be deemed entered into in Massachusetts and will be governed by and interpreted in accordance with the laws of Massachusetts, excluding that body of law known as conflicts of law.