



# 2022 | momentum

## Sponsorship and Exhibitor Prospectus

Pre-Conference Training Workshops  
**November 18, 2022**

Main Conference Dates  
**November 19 - 20, 2022**

The JW Marriott & Ritz-Carlton Hotel, Grande Lakes  
Orlando, FL



# WELCOME!

At ModMed®, community is vitally important to us. From our clients and partners to our team members and associates, we believe that we have, and are part of, the best healthcare community in the nation. So on behalf of everyone at ModMed, we are pleased to invite you back to our live, in-person event in sunny Orlando, Florida.

Educational and completely engaging, MOMENTUM is all about connecting our community members with each other and with the great sponsors that choose to showcase their products and services. Our attendees represent a variety of specialties and are eager to learn about our products and the solutions that your company offers. It truly is an amazing event for the 1,400+ people expected to attend.

This year, we are pleased to offer our Platinum, Gold and Silver sponsorship levels along with all-new Diamond-level sponsorship opportunities, offering next-level access and publicity for your brand.

## Some of your exposure options include:

- On-site branding
- Speaking opportunities
- Digital advertising
- Social media engagement
- Direct access to event attendees
- Exhibit display table and passes

Please note, sponsorships are available on a first-come basis and space is limited. To get the best visibility options for your business, we encourage you to sponsor early.

MOMENTUM is filled with unique opportunities to network with physicians and medical professionals from across the country. We hope you choose to be a part of it again or for the first time.



**See you in Orlando!**

**Dan & Michael**

Co-founders, ModMed

# WHY BE A SPONSOR/EXHIBITOR?

**MOMENTUM** is all about community, and as a sponsor that includes you. We are dedicated to getting your brand in front of a fast-growing medical community that's eager to learn more about your products and services. Don't miss your chance to:

## Network

Sponsor key sessions and mingle at receptions to really get to know your potential customer base. Meaningful conversations held with medical professionals from multiple specialties are an ideal way to build your contact lists.

## Build Brand Awareness

**Be seen. Better yet, be heard.** This is your chance to get your message to an invested audience of healthcare providers from around the country.

## Share Your Innovations

Want to promote a new or significantly enhanced product? Participate in our innovations showcase. Innovations will be featured in the mobile app and online sponsor directory. Select companies will be featured on social media and in the printed meeting guide.

## What People Are Saying

*“ This conference is, by far, the best conference we attend all year. The attendees are engaged. The ModMed team is stellar. Excellent conference! ”*

*“ Well planned and lots of time for the doctors and staff to meet the vendors. ”*

*“ The Modernizing Medicine team ensured that we were visible and prominent. We are very grateful for the partnership. ”*



**Reserve Your Spot Today!**

Sign up | [modmed.com/sponsormomentum](https://modmed.com/sponsormomentum)

# SPONSORSHIP/EXHIBITOR LEVELS

Sponsorship Benefits	Diamond	Platinum	Gold	Silver	Bronze
	\$100,000	\$50,000	\$25,000	\$15,000	\$8,500
<b>Limited</b>	<b>1</b>	<b>3</b>			
<b>On-Site Branding and Visibility</b>					
Sponsor branding on large format entrance signage	X				
Banner ad in rotation on hotel digital signs	X				
Opportunity to address the audience at general session / event	X				
Dedicated meeting room	X				
Sponsor branding in prominent conference location	X	X			
30- second looping video* played prior to general session	X	X			
Recognition from the podium at opening general session	X	X			
Logo on namebadge lanyards	X				
Logo placement on conference shirts	X	X	X		
Logo placement on conference bags	X	X	X		
Logo placement by level on general session slides	X	X	X	X	X
Opportunity to participate in Mobile App scavenger Hunt	X	X	X	X	X
Logo placement by level on large format signage	X	X	X	X	X
Registration bag inserts and inclusion in the mobile app digital grab bag*	X	X	X	X	X
Opportunity to be featured in Innovations Showcase	X	X	X	X	X
<b>Digital Marketing</b>					
Dedicated home page header banner on MOMENTUM website	X				
Logo placement on splash screen on conference mobile app	X	X			
Push notification in conference mobile app	4x	2x			
Recognition in press release	X	X			
ModMed mention in activity feed on the conference mobile app	X	X	X		
Mobile App - Main screen tile ad - full width with click-through splash screen	X				
Mobile App - Main screen tile ad - 1/3 width		X	X		
Mobile App - Sub-page banner ad				X	
Dedicated Banner ad on MOMENTUM website	X	X	X		
Logo placement by level in conference email campaigns	X	X	X	X	
Customizable sponsor listing and description on website & mobile app	X	X	X	X	X
Logo placement on MOMENTUM website home page	X	X	X	X	X
Listing in sponsor directory on MOMENTUM website	X	X	X	X	X
Recognition on social media	X	X	X	X	X
Social Media marketing package	X	\$	\$	\$	
<b>Print Marketing</b>					
On-site Meeting Guide - Logo on cover	X	X			
On-site Meeting Guide - Ad space	Premier	Premier	1/6	1/12 Square	1/12 Square
On-site Meeting Guide - Logo placement by level	X	X	X	X	X
<b>Direct Access to Event Attendees</b>					
<b>A Featured Mention</b> in marketing emails to attendees promoting the sponsor	X				
Opportunity to present a live breakout session	X				
<b>A Featured Sponsor</b> spot in final details email to registered attendees	X	X	\$	\$	
Host a focus group / client feedback session - New!	X	X	\$	\$	\$
Attendee list with physical mailing address	X	X	X	X	X
<b>Complimentary Exhibit Space &amp; Registrations</b>					
Premier Booth Placement	x	x			
Exhibit Space (priority selection based on sponsorship level)	10X20	10x10	10x10	10x10	10x10
Full conference registration, with sponsor ribbons	Eight (8)	Five (5)	Four (4)	Three (3)	Two (2)
<b>MOMENTUM Marketing Options (one per sponsor, see descriptions for details)</b>					
Client appreciation party sponsor	X	X			
Featured keynote presentation sponsor	X	X			
<b>What's Ahead</b> session by specialty	X	X	X		
Opportunity to present a live breakout session	X	X	X		
Closing session sponsor	X	X	X		
Custom hotel key cards*	X	X	X		
Lanyards*	X	X	X		
Welcome reception sponsor	X	X	X		
Lunch sponsor	X	X	X		
Exhibit hall activities - TBD	X	X	X	X	
Breakout session sponsor	X	X	X	X	
Breakfast sponsor	X	X	X	X	
Featured mention in the final details memo to attendees	X	X	X	X	
Refreshment break sponsor	X	X	X	X	
<b>Add-on Options (Not available a la carte)</b>					
Host a focus group / client feedback session	Included	Included	\$5,000	\$5,000	\$5,000
Social media marketing package	Included	\$4,000	\$4,000	\$4,000	N/A
Room drop*	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Featured mention in the final details email to attendees	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Push Notification in the mobile app (package of two)	Included	\$4,000	\$4,000	\$4,000	N/A

\*Sponsor is responsible for full production and related costs.

# USERS CONFERENCE 2022

## Sponsorship/Exhibitor Marketing Opportunities

### Questions?

**Conference Planning:** Event Producers

**Phone:** 425.420.1680

**Email:** [info@eventproducers.events](mailto:info@eventproducers.events)

**To sign up, please visit:**

[modmed.com/sponsormomentum](http://modmed.com/sponsormomentum)

### MOMENTUM Marketing Options

#### Client Appreciation Reception Sponsor

Join ModMed in hosting a grand outdoor reception and connect with attendees in a casual environment. Includes high visibility branding, the opportunity to address the audience, recognition in the program and on-site signage, plus the opportunity to provide welcome gifts or branded promotional items\*.

#### Featured Keynote Presentation

Quickly becoming a highly anticipated MOMENTUM experience, our featured keynote will be a well known professional speaker addressing leadership topics. Sponsors have the opportunity to address the audience and play a short video. Includes recognition in the printed and online program, and the opportunity to submit a flyer or promotional item\* to place on seats in the session room.

#### What's Ahead Session - by Specialty

Create a strong first impression with this exclusive sponsorship of our "what's ahead" sessions. We will host one session per specialty, and sponsors can select which specialty-specific session they want to sponsor. Includes the opportunity to address the audience and play a short video at the start of the session. Sponsors also receive recognition in the printed and online program, and have the opportunity to submit supplemental or promotional information\* to place on seats in the session room.

#### Opportunity to Present a Session

For the first time ever, Gold and Platinum sponsors will have the chance to present a live, in-person session. Session descriptions must be approved and should be educational or scientific in nature.

#### Closing General Session

Close the conference on a high note and leave attendees inspired with your enduring message. Includes the opportunity to address the audience and show a short video, plus recognition in the meeting guide and on-site signage, reserved seating and the ability to place branded promotional items\* on seats for the session.

#### Custom Hotel Key Cards

Place your advertisement on the hotel key cards and make sure your message is the very first thing attendees see when they arrive. This is a great way to draw traffic to your booth and promote your participation in the event. (Sponsor pays production costs.)

#### Lanyard Sponsor

This is a high visibility branding opportunity as attendees will sport your logo over the course of three days. Sponsors purchase the lanyards of their choice and we will distribute them to all attendees to wear throughout the conference. (Some requirements apply to lanyard style.)

## Welcome Reception Sponsor

Kick off the conference with an exclusive sponsorship of the opening reception. This includes the opportunity to address the audience and host a specialty tasting station, plus logo recognition in the printed meeting guide and on-site signage, and the ability to provide branded promotional items.\*

## Lunch Sponsor

This includes logo recognition in the meeting guide and onsite signage, plus reserved seating and the ability to place branded promotional items\* on tables during lunch. Sponsor will have the opportunity to address the audience during dessert in the exhibit hall following lunch.

## Exhibit Hall Activities

MOMENTUM will have live dedicated exhibit hours where attendees are encouraged to engage with sponsors in the exhibit hall. Special programming will occur during this time designed to engage and inspire attendees. Looking for a fun way to connect with the live audience? Ask about our plans for exhibit hall activities.

## Sponsor a Breakout Session

Sponsor a live session around a topic that resonates with your brand or services. Sponsors have the opportunity to address the audience and play a short video. Includes recognition in the printed and online program, and the opportunity to submit a flyer or promotional item\* to place on seats in the session room.

## Breakfast Sponsor (Two Opportunities)

This includes logo recognition in the meeting guide and onsite signage, plus reserved seating for special customers and the ability to place branded promotional items\* on tables during breakfast.

## Featured Mention in the Final Details Email to Attendees

This is your chance to be featured in the last email communication to attendees before the conference. With a 70% open rate, you have the best chance of getting your message out to attendees before the show. It's a great way to promote special offers and draw traffic to your booth.

## Refreshment Break Sponsor and Announcement (Three Opportunities)

Attendees want coffee! Give them what they want while gaining some added visibility. We will announce a custom message during the break designed to drive traffic to your booth. This benefit includes logo recognition on signage and name recognition in the printed program guide.

## Add-On Options (Must Be a Sponsor to Reserve)

### Focus Groups/Client Feedback Sessions

Interested in pulling together a group of clients or prospects for an in-depth feedback session? ModMed will work with you to define your audience, and invite attendees to your session. We will secure a meeting room and time on the program. You will be responsible for conducting the session and covering any costs related to audio visual and food and beverage.

### Social Media Marketing Package

Engage attendees and beyond at a new level! Social media engagement can start three weeks prior to event date. Content comes directly from the sponsor and must be reviewed and approved by ModMed prior to posting. This package includes: two (2) pre-scheduled Facebook posts, eight (8) pre-scheduled tweets and one (1) LinkedIn company page post. Post-event report with analytics and insights will be provided.

### Room Drop

Stand out from the crowd by having your handout or promotional item\* delivered right to attendees' guest rooms. Make it extra special by combining with a turn down service for added exposure. Added hotel fees apply and are the responsibility of the sponsor.

\*Sponsors are responsible for all costs associated with supplying branded promotional items.

# GENERAL INFORMATION

Please use this information for general planning purposes.  
More detailed information will be provided upon your sponsorship commitment.

## On-Site Events

### Friday, November 18, 2022

Welcome Reception, 5:30 p.m. – 7:30 p.m.

### Saturday, November 19, 2022

Client Appreciation Party, 6:00 p.m. – 10:00 p.m.

### Sunday, November 20, 2022

Conference adjourns, 12:00 p.m.

## Exhibit Area

### Includes:

**One (1)** 10x10 Pipe and Drape Booth

**One (1)** – 6' table top with linen

**Two (2)** – chairs

**One (1)** – waste basket

### Setup

#### Friday, November 18, 2022

8:00 a.m. – 1:00 p.m.

### Exhibit Hours\*

*Breaks will be stationed in the exhibit hall*

#### Friday, November 18, 2022

2:00 p.m. – 7:30 p.m.

Welcome Reception in exhibit hall, 5:30 p.m. – 7:30 p.m.

#### Saturday, November 19, 2022

8:00 a.m. – 5:00 p.m.

#### Sunday, November 20, 2022

8:00 a.m. – 11:00 a.m.

### Teardown

#### Sunday, November 20, 2022

11:00 am – 1:00 pm

\*Times subject to change

## Important Dates and Deadlines

### October 7, 2022

- Submit attendee information
- Submit company directory information
- Submit marketing/promotional materials for approval

### October 21, 2022

Housing block closes

### October 28, 2022

Final balance payment due

### Make check payable to:

Modernizing Medicine, Inc.

### Send check to:

Modernizing Medicine, Inc.  
14911 Chain Lake Rd M302  
Monroe, WA 98272

### November 14, 2022

Bag inserts due to the JW Marriott, Grande Lakes



### Reserve Your Spot Today!

Sign Up | [modmed.com/sponsormomentum](https://modmed.com/sponsormomentum)



**ModMed**  
MODERNIZING MEDICINE

[modmed.com](https://modmed.com) | 561.880.2998

## Sponsorship and Exhibitor Terms and Conditions - Page 1

**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. DBA Event Producers ("Event Producers"), 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 ensure 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 modify 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 Event Producers 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 Event Producers 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 Event Producers. 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 Event Producers. No such assignment or subletting shall release the Applicant from its obligations and liabilities under the Prospectus.

**7.Housing Policy.** Sponsors and exhibitors must obtain sleeping rooms through Modernizing Medicine's housing bureau, The Ritz-Carlton and JW Marriott Grande Lakes, or risk the loss of sponsorship and exhibit space.

**8.Cancellation.** Requests for cancellation of any sponsorship must be directed in writing to Modernizing Medicine c/o Event Producers at info@eventproducers.events. Cancellations requests submitted by any other method, including by telephone, will not be accepted. The sponsorship fee will be refunded, less a \$1,000.00 cancellation fee, 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) days prior notice shall remain financially liable for the full sponsorship fee. Event Producers, 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.

**9.Liability.** Neither Modernizing Medicine, Event Producers, The Ritz-Carlton and JW Marriott Orlando Grande Lakes (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, Event Producers, 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, Event Producers nor the Event Facility will be obligated to obtain insurance against any such damage loss, harm or injury.

**10.Indemnification.** The Applicant will be fully responsible for any claims, demands, suits, liabilities, losses, damages and expenses relating to, arising out of or otherwise connected in any way with the Applicant's participation in the Program, including, without limitation, the use of the Conference premises and third party infringement claims, and the Applicant hereby agrees to indemnify and hold harmless Modernizing Medi-



## Sponsorship and Exhibitor Terms and Conditions - Page 2

cine, Event Producers 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, Event Producers 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.

**11. 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 Event Producers 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.

**12. Insurance.** The Applicant agrees to carry, at its own cost and expense 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 in connection with the Conference for the Applicant. All such policies shall list Modernizing Medicine, Event Producers and the Event Facility as named additional insured parties. If requested by the Modernizing Medicine or Event Producers, the Applicant shall furnish Modernizing Medicine or Event Producers, as applicable, with a certificate of insurance evidencing the required insurance pursuant to this provision.

**13. 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.

**14. Advertising.** Exhibit items, advertising literature or pamphlets that are distributed in any manner, including via e-mail or similar electronic means, 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 otherwise as permitted by these Terms and Conditions.

**15. 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 in connection with 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.

**16. 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 Event Producers.

**17. 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, Event Producers 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, Event Producers 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.

**18. DISCLAIMER; LIMITATION ON LIABILITY.** NEITHER MODERNIZING MEDICINE NOR EVENT PRODUCERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONFERENCE. IN NO EVENT SHALL MODERNIZING MEDICINE'S, EVENT PRODUCERS' 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, EVENT PRODUCERS 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.

**19. 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.