

# 20 **momentum** 24 Sponsorship and Exhibitor Prospectus

Pre-Conference Training Workshops November 22, 2024

Main Conference Dates November 23–24, 2024

JW Marriott and Ritz-Carlton, Grande Lakes 4040 Central Florida Pkwy Orlando, FL 32837



# WELCOME!

At ModMed<sup>®</sup>, 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. And we are pleased to invite you to our live, in-person event in sunny Orlando!

MOMENTUM is all about connecting our community members with each other and with the sponsors that choose to showcase their products and services. Our 1,200+ attendees represent a variety of specialties and are eager to learn about the products and solutions your company offers.

We're pleased to offer our Platinum, Gold and Silver sponsorship packages with excellent promotional opportunities for your brand.

## Take advantage of amazing brand exposure opportunities, including:

- On-site branding
- Speaking opportunities
- Digital advertising

- Social media engagement
- Direct access to event attendees
- Exhibit display table and passes

PLEASE NOTE: Sponsorship availability is limited and offered on a first-come, first-served basis, so we encourage you to sign up 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 this incredible event.

# See you in Orlando!



Dan Cane co-Chief Executive Officer & Cofounder



Michael Sherling, MD, MBA Chief Medical and Strategy Officer & Cofounder



Joe Harpaz co-Chief Executive Officer

# WHY BE A SPONSOR/EXHIBITOR?

Put your brand in front of a fast-growing medical community eager to learn more about your products and services. Don't miss your chance to:

#### Network

Sponsor key sessions, mingle with over 1,200 medical professionals and expand your contacts.

#### **Build brand awareness**

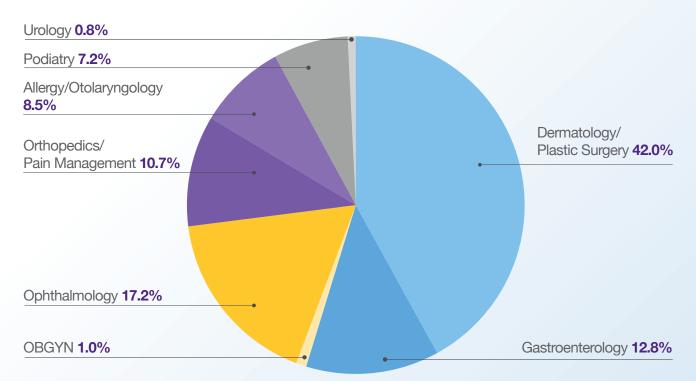
Be seen. Be heard. Be remembered. Grow your audience and spread the word about your brand.

This is, by far, the best conference we attend all year. The attendees are engaged. The ModMed team is stellar. *The ModMed team ensured that we were visible and prominent. We are very grateful for the partnership.* 

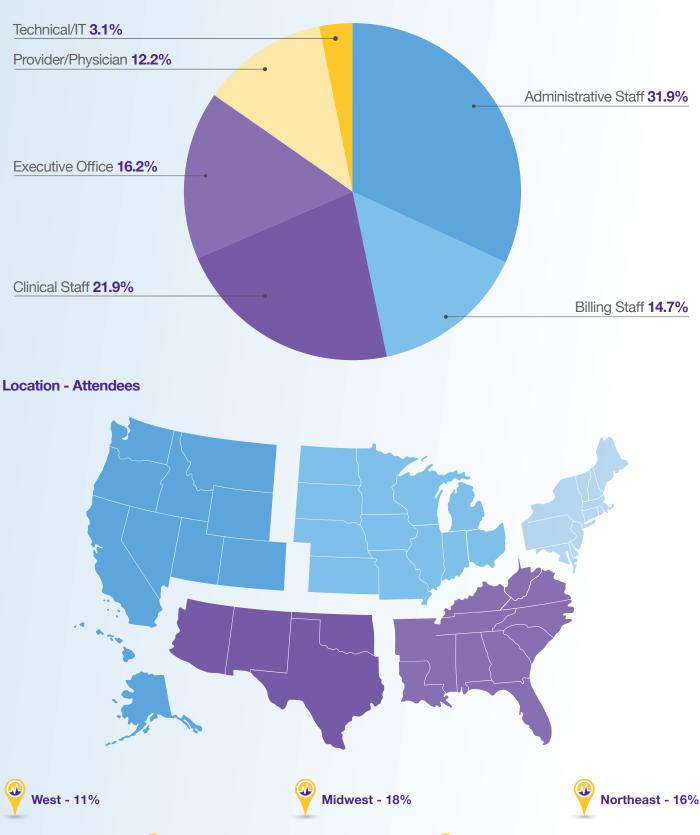
## **MOMENTUM ATTENDEES:**

1,200+ medical professionals expected to attend

#### **Medical Specialties - Attendees**



#### **Roles - Attendees**



Southeast - 46%

### ig angle Reserve your spot today!

Sign Up | modmed.com/sponsormomentum

Southwest - 9%

# MOMENTUM 2024

# **Sponsorship and Exhibitor Marketing Opportunities**

Interested in even more visibility? Reach out to inquire about creating a customized Diamond sponsorship package

Sponsorship Benefits	Platinum	Gold	Silver
	\$50,000	\$25,000	\$15,000
Limited	3		
On-Site Branding and Visibility			
Sponsor branding in prominent conference location	$\checkmark$		
30-second looping video played prior to general session and recognition from podium	✓		
Recognition from the podium at opening general session	$\checkmark$		
Logo placement on conference shirts and bags	$\checkmark$	$\checkmark$	
Logo placement by level on general session slides and large format signage	✓		
Opportunity to participate in Exhibit Hall Passport to drive traffic to your booth	✓	✓	✓
Digital Marketing			
Logo placement on splash screen on conference mobile app	$\checkmark$		
Push notification in conference mobile app	2x	1x	
ModMed mention in activity feed on the conference mobile app	$\checkmark$	$\checkmark$	
Mobile app ad - size dependent on sponsorship level	$\checkmark$	$\checkmark$	$\checkmark$
Dedicated banner ad on MOMENTUM website	$\checkmark$		
Logo placement by level in conference email campaigns	$\checkmark$		
Logo placement on MOMENTUM website with customizable description	$\checkmark$		
Recognition on social media			
Print Marketing			
On-site meeting pamphlet - logo on cover and ad space	$\checkmark$		
On-site meeting pamphlet - logo placement by level	$\checkmark$	$\checkmark$	
Direct Access to Event Attendees			
Featured sponsor callout in final details email to registered attendees	$\checkmark$	\$	\$
Attendee list with email addresses	$\checkmark$	$\checkmark$	$\checkmark$
Complimentary Exhibit Space & Registrations			
Premier booth placement	$\checkmark$		
Exhibit space (priority selection based on sponsorship level)	10x10	10x10	10x10
Exhibitor badges with sponsor ribbons	Five (5)	Four (4)	Three (3)
MOMENTUM Marketing Options (one per sponsor, see descriptions for details)			
Client appreciation party sponsor	✓		
Featured keynote presentation sponsor	✓		
Kickoff session sponsor - by specialty	✓	✓	
Opportunity to present a live breakout session	✓	✓	
Specialty networking reception sponsor	$\checkmark$	$\checkmark$	
Welcome reception sponsor	$\checkmark$	$\checkmark$	
Lunch sponsor		✓	
Opportunity to present a live pre-con breakout session - NEW!		✓	✓
Exhibit hall activities	✓	✓	✓
Breakout session sponsor	✓	✓	
Breakfast sponsor	✓	✓	✓
Featured mention in the final details memo to attendees	✓	✓	
Refreshment break sponsor		./	./

## Standard Exhibit Hall Package \$9,000

Looking for new ways to participate? Purchase our Exhibit Hall package to reserve a booth where you can put your brand on display and network with attendees during breaks and receptions.

#### Package includes:

- One (1) 10x10 space within the exhibit hall, complete with pipe and drape, one (1) table, two (2) chairs and wastebasket
- Two (2) exhibitor badges
- Customizable listing with logo on MOMENTUM website and mobile app
- Attendee list with email addresses
- Opportunity to participate in Exhibit Hall Passport to drive traffic to your booth

# Add-On Sponsorship & Marketing Opportunities

Make an even bigger impact when you add any of these individual options<sup>™</sup> to your Standard Exhibit, Silver, Gold or Platinum sponsorship package:

Item in Registration Bag	\$500
Featured Mention in Pre-Conference Email	\$2,000
Two (2) Push Notifications via MOMENTUM Mobile App	\$2,500
Digital Banner on Hotel Digital Signs - NEW!	\$2,500
Three (3) Custom Floor Decals - NEW!	\$2,500
Pre-Event Email to Attendees: Deployed by ModMed - NEW!	\$3,000
Meter Board Signage (Limit 3) - NEW!	\$3,500
Room Drop Item	\$3,500
Social Media Marketing Package	\$3,000
Cube Signage - NEW!	\$4,000
Custom Lanyards for All Attendees	\$5,000





\*\*Learn more about what's included in each of these options below.



# **Sponsorship & Marketing Opportunity Details**

#### **Banner Ad**

Get noticed right away with a banner ad on large format digital signs welcoming attendees to the meeting space.

#### **Mobile App Push Notifications**

Remind attendees to visit your booth and drive awareness for your brand with two (2) customized push notifications sent to attendees via our mobile app at the time of your choosing.

#### **Floor Decals**

Drive foot traffic to your booth with three (3) customizable floor decals placed throughout select areas of the conference. (Floor decal size must not exceed 3 feet.)

#### **Pre-Event Email**

Get a head start on the competition! Let us send your message out to all MOMENTUM attendees on your behalf in a customized marketing email deployed by ModMed before the conference. (Marketing email messages must be approved.)

#### **Registration Bag Item**

Supply us with your branded promotional item, and we'll include it in the official conference registration bags given out to every attendee. (All items must be approved.)

#### Meter Board or Cube Signage

Got a message you want to share about your brand or services? We'll make sure it gets displayed as a meter board or cube signage and placed in a prominent location at the event venue.



#### **Client Appreciation Party Sponsor**

Sponsor our client appreciation reception and connect with attendees in a casual environment. This high-visibility opportunity includes the chance to address the audience, be featured in the program and on-site signage, and hand out welcome gifts or branded promotional items.

#### **Featured Keynote Presentation Sponsor**

Our highly anticipated keynote presentation offers sponsors the opportunity to address the audience, and play a short video, receive brand exposure in the printed and online programs, and submit a flyer or promotional item<sup>\*</sup> to place on seats in the session room.

#### **Specialty Kickoff Session Sponsor**

Make a great first impression when you sponsor our kickoff session for your specialty. Sponsors will have the opportunity to address the audience, and play a short video, receive recognition in the printed and online programs, and submit supplemental or promotional information<sup>•</sup> to place on seats in the session room.

#### **Present a Session**

Gold, Platinum and Diamond sponsors will have the chance to present a live, in-person session. Presented material must be approved and should be educational or scientific in nature. Sessions will be presented during the pre-conference event and during the main conference Lunch and Learn slots.

#### **Custom Lanyards**

This is a high-visibility branding opportunity as attendees will see your logo over the course of three days. Sponsors provide a logo and we will acquire and distribute the customized lanyards to all attendees. Your sponsorship fee includes production costs.

#### Welcome Reception Sponsor

Make your brand stand out with an exclusive sponsorship of our opening reception. This includes the opportunity to address the audience and host a specialty tasting station, logo placement in the printed meeting guide and on-site signage, and the chance to provide branded promotional items.<sup>+</sup>

#### **Lunch Sponsor**

As our lunch sponsor, you will get logo placement in the meeting guide and on-site signage, as well as reserved seating. Sponsors also have the opportunity to place branded promotional items<sup>\*</sup> on the tables during lunch and address attendees in the exhibit hall afterward.

#### **Exhibit Hall Activities**

Looking for a fun way to connect with attendees? We will have dedicated exhibit hours with special programming and activities, where attendees are encouraged to engage with sponsors in the exhibit hall.

#### **Breakout Session Sponsor**

Sponsor a live session around a topic that resonates with your brand or services. Sponsors will have their logo displayed in the printed and online programs, as well as an opportunity to address the audience, play a short video, and submit a flyer or promotional item<sup>\*</sup> to be placed on seats in the session room.

#### **Breakfast Sponsor (2 Opportunities)**

Two sponsors will have the opportunity to receive logo placement in the meeting guide and on-site signage, reserved seating for special customers, and the option to place branded promotional items<sup>•</sup> on the tables where attendees will have breakfast.

#### **Refreshment Break Sponsored Announcement (3 Opportunities)**

Provide us with a custom message, and we'll announce it to attendees while they relax and refuel during one of our scheduled coffee breaks. Plus, you can have your logo appear on signage and have your brand featured within the mobile app.

#### Featured Mention in ModMed Pre-Conference Email

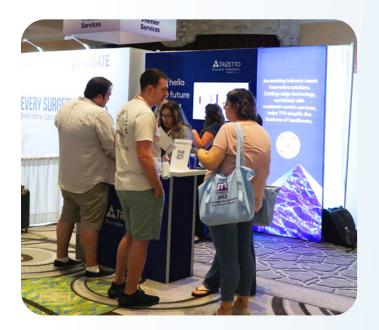
Reserve a featured mention in the final email we send attendees before the conference begins. With an average 70% open rate, this email is an excellent way to ensure your brand stays top of mind as attendees prepare to arrive.

#### **Social Media Marketing Package**

Engage attendees before the conference with our social media package that includes one (1) 500-word blog post with image, one (1) Instagram post, two (2) Instagram stories, two (2) scheduled Facebook posts, six (6) scheduled tweets and two (2) LinkedIn posts. Content is provided by the sponsor and must be approved by ModMed. Post-event report with analytics and insights will be provided.

#### **Room Drop**

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





# **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 22, 2024 Welcome Reception, 5:30–7:30PM

Saturday, November 23, 2024 Client Appreciation Party, 6:00–10:00PM

Sunday, November 24, 2024 Conference Adjournment, 12:00PM

Exhibit Setup Friday, November 22, 2024 8:00AM–12:00PM

Exhibit Hours\* Breaks will be stationed in the exhibit hall.

Friday, November 22, 2024 2:45–7:30PM Welcome Reception in exhibit hall, 5:30–7:30PM

Saturday, November 23, 2024 9:45AM-12:00PM & 1:45-3:45PM

Sunday, November 24, 2024 9:00–10:15AM

Exhibit Teardown Sunday, November 24, 2024 10:15–11:15AM \*Times subject to change

Questions? Conference Planning: Event Producers Phone: 425.420.1680 Email: info@eventproducers.events





Reserve your spot today! Sign Up | modmed.com/sponsormomentum



modmed.com | 561.880.2998

#### Sponsorship and Exhibitor Terms and Conditions - Page 1

1. Program Rules and Regulations. The Modernizing Medicine, Inc. Users 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. Users 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 11:00 a.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, 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 canceling 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, JW Marriott 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

#### Sponsorship and Exhibitor Terms and Conditions - Page 2

Modernizing Medicine, 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 bells, 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 ap-proved 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 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.