

AFFILIATE AGREEMENT JOINT VIRTUAL CONGRESS PBM2021

The **North American Association for Photobiomodulation**, ("**NAALT**") a Virginia not for profit Corporation with offices at 3700 Koppers Street, Suite 100 Baltimore, MD 21227, USA and the **World Association for PhotoBiomoduLation Therapy** ("**WALT**") an association with offices at 3435 Main St, Suite B36, Buffalo, NY 14214, USA (WALT PBM, Inc.) will be holding a Joint virtual conference **PBM2021** on October 1-3 2021 on a virtual digital platform and is offering **Affiliate** participation on the following terms and conditions:

1. The **Affiliate** is known as: _____ with an address of _____
2. The **Affiliate** will receive \$50 per paid participant (students excluded) directly referred by the **Affiliate** within 30 days of the completion of the conference. This will allow the time for determining the net number of participants referred to **PBM2021** by the **Affiliate**.
3. All referrals will be provided through a Web link or promo code unique to the Affiliate from within the **Affiliate's** membership portal directly to **PBM2021**. Direct Links are preferred.
4. The **Affiliate** payment will only be made based on registered members of the **Affiliate** who use the unique Affiliate link for registration.
5. The **Affiliate** will promote **PBM2021** on its various media channels (website/ mailing list/ blog/podcast/) using material provided by or as approved by **PBM2021**.
6. All participants including presenters will pay attendance fees. The current target cost per attendant is from \$349 to \$395 depending on the time prior to the convention (i.e., Early bird through 30 days prior to the meeting). The target average cost is \$349. A special student rate will be available of \$149 per student registration verified with a university email address. A separate rate will be made available for non-member participants of \$449 to \$495. Non-member participants will not be allowed to present unless waived by the scientific committee.
7. The **Affiliate** will introduce PBM device manufacturers (with verified medical device registration such as FDA, CE or TGA etc) to the conference organizers for sponsorship or exhibition. A strong push to obtain new practitioners to the conference will be made as a focus to attract industry participants.
8. **NAALT** is the organizing secretary for the conference.
9. **NAALT & WALT Scientific Committee**
 - a. Authorization for keynote speakers and any payments of expenses and fees shall be managed exclusively by the Scientific Committee.
 - b. Recommended speakers will be welcomed from the Affiliate. The scientific Committee shall work with the Affiliate to incorporate presentations by the Affiliate's members into the scientific program.
10. The parties will work together to provide the necessary information and tracking through the conference portal required for participants to obtain CEUs/CMEs for conference attendance. Participants will be provided with the appropriate attendance certificates and program content requirements generally used for CME and CEU accreditation.
11. The parties acknowledge that exhibitor products are subject to FDA or other International regulatory requirements. All Vendors exhibiting will demonstrate that they are in good-standing and their products comply with the regulatory requirements in the countries they sell in and will provide appropriate documentation as requested by **NAALT**.
12. There are no plans for printed materials as the conference is virtual and all materials are in electronic format.

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- 13. The parties agree that at no time will they; for themselves or on behalf of any firm, corporation, partnership, or individual; divulge any information considered confidential to a third party. For the purposes of this agreement, this means the vendor contracts, vendor information, budgets and conference accounting. Such information shall be available to the **NAALT** and **WALT** boards of directors only.
- 14. The term of this Agreement ("Term") shall be from the date of execution until the conference completion or any extension and funds distributed to the parties. The confidentiality provision in section 19 shall survive the term of this agreement by three years.
- 15. This Agreement may not be amended or extended except in writing accepted and executed by the parties and executed by their Presidents or Executive Directors.
- 16. This Agreement contains the entire agreement between the parties related to the conference, and supersedes all prior and contemporaneous oral or written statements or representations or understandings, except those set forth or incorporated herein. The Parties acknowledge that they have read and understood the terms of this Agreement, and they are reasonable and were entered into at arm's length. This Agreement is to be governed by the laws of Virginia, exclusive of its conflict of laws rules.
- 17. The parties represent that they have obtained their respective organization's Board of Directors approval of the terms of this agreement.

In Witness Whereof, the Parties have executed this **NAALT-WALT** Joint congress **PBM2021** Agreement, intending to be legally bound, the day any year first above written.

Date: February 23, 2021

Date: February 21, 2021

NAALT

Affiliate

Dr. Terrence Baker

President

Position _____