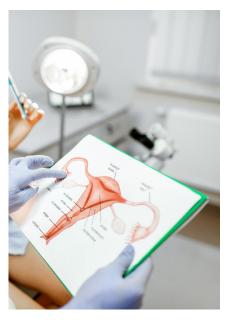
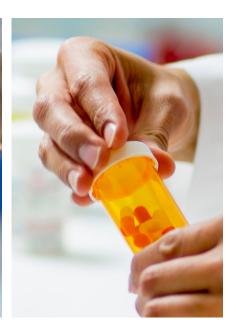


SPONSORSHIP PROSPECTUS

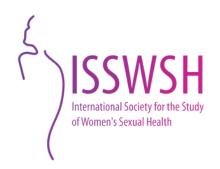






Presented by:





Welcome

NPWH and ISSWSH are pleased to offer our joint virtual course, Management of Sexual Health on Friday, June 2, 2023. This course will be taught by leaders and experts in women's sexual health from across the country and across various disciplines.

We believe that sexual health is a basic human right and a vital component of wellness.

Advanced Practice Registered Nurses (APRNs) who care for women are the best resource to help women achieve and maintain satisfying, healthy sexual lives. This course will enhance their ability to promote women's sexual health and increase their confidence in their ability to evaluate, diagnose, and manage common female sexual disorders.

You are invited to become a sponsor and virtual exhibitor of this course. Since shifting to a virtual format in 2021, the course has grown from 200 attendees to over 600. Our attendees are looking for you to educate them on the latest evidence-based products, science, and devices relating to women's sexual health and well-being.

We have developed a variety of sponsorship opportunities for this course. Please review the prospectus and help support this unique opportunity for our multidisciplinary audience to stay abreast of the latest practices that help women achieve and maintain satisfying sexual lives.

If you have any questions or would like to discuss additional support opportunities, please do not hesitate to reach out to us. We hope to welcome you as a sponsor of this exciting program.

With kind regards,

Heather L. Maurer, MA, CAE
Chief Executive Officer
National Association of Nurse Practitioners
in Women's Health (NPWH)

hmaurer@npwh.org

Tessa Benitez
Executive Director
International Society for the Study of
Women's Sexual Health (ISSWSH)

tessa@isswsh.org

Schedule

This year's Management of Sexual Health Course will consist of educational sessions on:

- Hypoactive Sexual Desire Disorder
- Genito-Pelvic Pain
- Female Sexual Arousal Disorder and Female Orgasmic Disorder
- Case-Based Management of Sexual Health

As well as TED-Style Talks on:

- Clinician Practices for Inclusive, Patient-centered Sexual Communication with Racialized, Minoritized Populations
- Neurobiology of Trauma and Sexual Dysfunction
- Patient Advocate: What You Wish Your Provider Asked You

Faculty

Janeane N. Anderson, PhD, MPH

Aimee Cloutier, AAS

Brooke Faught, DNP, WHNP-BC, NCMP, FAANP, IF

Irwin Goldstein, MD, IF

Susan Kellogg-Spadt, PhD, CRNP, IF

Sheryl A. Kingsberg, PhD, IF

Jandra Mueller, DPT, MS

Heather Quaile, DNP, WHNP-BC, AFN-C, CSCSANE, IF, FAANP

Rachel S. Rubin, MD, IF, NCMP

Maria Uloko, MD

Alyssa Yee, MD

Sponsorship & Advertising Opportunities

Virtual Innovation Showcases (5 opportunities)

Three 20-minute slots available; \$5,000 each Two 30-minute slots available for \$7,500 each, or one 50-minute presentation for \$15,000

Innovation Showcases provide an opportunity to gather and discuss therapeutic areas, demonstrate new and existing products, provide up-to-date research findings, and more! Our attendees highly value industry innovation showcases.

This year we have created several opportunities for all budgets.

The morning showcases opportunity provides for up to three (3) companies to have 20 min presentations. The presentation will be live, limited to 20 minutes, and recorded. The 20-minute timeslot includes time for Q&A. Q&A can occur during the presentation via chat.

The lunch showcases opportunity provides either one (1) or two (2) companies time for presentations. The presentation will be live, limited to 30 minutes, and recorded. The presentation includes time for Q&A can be included within 30 mins or conducted during the presentation via chat.

NPWH/ISSWSH will continue to host the recording of the Innovation Showcases for three months post-event for greater exposure. All attendees will be emailed recordings of the showcase in a post-event email. The Innovation Showcases will be announced on the ISSWSH and NPWH websites, and in communication to our membership and registrants.

Welcome Box for the First 250 Registrants \$1,000

Promote your product or service by including promotional information, coupons, or samples to the first 250 registrants to our conference. Each registrant will receive a welcome box with your promotional materials or samples. Items must be no bigger than 8×10 and no thicker than 1 inch.

- Recognition in Conference Guide.
- Sponsor is required to send 250 units of promotional materials.
- Deadline to submit items is April 15, 2023. All items need to be shipped to ISSWSH (14305 Southcross Dr, Suite 100, Burnsville, MN 55306).
- Must have 5 companies participate in this opportunity in order to proceed.

Lunch Gift Card Break \$2,500 plus cost of gift cards

Treat all attendees to a lunch or coffee break with a gift card. This will be provided to all attendees via email branded with your company name, logo and brief description about a product or service you offer with a hyperlink to your website/product. This is a great way to show your appreciation for all APRNs focused and dedicated to women's sexual health and highlight your brand and product.

Virtual Exhibit Booth/Business Card

\$300

This is a great way to advertise your products, devices, or services, drive traffic to your website and social media platforms and interact with attendees. The virtual exhibit hall and educational sessions will both be housed on the interactive CVENT Attendee Hub, allowing users to easily explore the booths in one platform. In addition to general information, the virtual booths can host up to 20 promotional videos, as well as links and downloadable PDFs or marketing materials.

Push Notification (limit 3)

\$250

Drive attendance to your exhibit booth or advertise another product with a push notification to all attendees. Notification will be sent to all attendees on the conference platform. Limited to 180 characters and can be hyperlinked to the link of the sponsor's choosing.

Gamification Support for Virtual Exhibit Booths \$250

Conference attendees earn points for participating in various activities, including visiting the virtual exhibit booths. This sponsorship allows us to purchase prizes for the gamification winners. Past prizes have included Air Pods, gift cards, free conference registration, and more. Sponsors will be recognized in the Conference Guide as well as in an email to prize recipients.

Four (4) Banner Ads in Promotional Emails

Gold Position - \$5,000 Silver Position - \$4,000

Reach over 27,000 contacts with your banner ad included in four (4) preconference promotional emails. Newsletters are specifically geared toward marketing the Sexual Health Course. Banner ad supplied by buyer and may be hyperlinked. Ads are due by April 14th to info@npwh.org

Branded Email \$7,500

Send all Sexual Health Course attendees and the full database (reach more than 25,000 contacts) with a branded email promoting a product or service. Email can be sent to all attendees up to two months after the event. NPWH/ISSWSH will send the email on your behalf.

Advertise in the Conference Program Guide

The Course program guide will be emailed to all attendees prior to the event and hyperlinked on the conference event page during the event for additional download. Ads are due by May 15th to info@npwh.org.

Color (1 page) \$800

The specifications for the advertisement are letter format (8.5" x 11") with at least 300 dpi. PDF, JPG, or PNG files accepted.

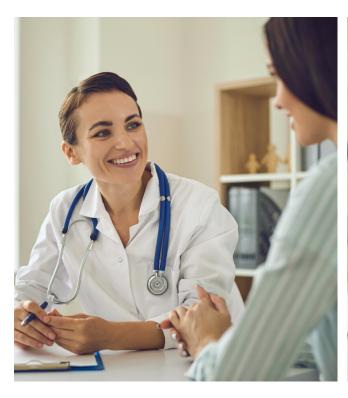
Color (1/2 page horizontal) \$500

The specifications for the advertisement are $\frac{1}{2}$ letter format horizontal (8.5" x 5.5") with at least 300 dpi. PDF, JPG, or PNG files accepted.

Virtual Attendee Bag Insert

\$600

All virtual bag inserts are emailed to attendees in a dedicated email, as well as linked on the conference platform. Virtual inserts should be in the form of a PDF (preferred) or a .JPG or .PNG image. Inserts are due May 15th to info@npwh.org.





Application

Innovation Showcases	
Morning - 20 minutes (3 avail)	\$5,000
Lunch - 30 minutes (2 avail)	\$7,500
Lunch - 50 minutes (1 avail)	\$15,000
Welcome Box	\$1,000
Lunch Gift Card Break	\$2,500
Virtual Exhibit Booth / Business Card	\$300
Push Notification (3 avail)	\$250
Gamification Support for Virtual Exhibit Booth	\$250
Four Banner Ads in Promotional Emails - Gold	\$5,000
Four Banner Ads in Promotional Emails - Silver	\$4,000
Branded Email	\$7,500
Conference Guide Ad - 1 page	\$800
Conference Guide Ad - ½ page	\$500
Virtual Attendee Bag Insert	\$600
Credit Card Number: Name on Card: Expir. Date: Verif. #: Billing Address: City: State:	For orders under \$10,000 please complete the credit card information. Orders over \$10,000 will be invoiced. Credit cards are not accepted for orders over \$10,000. VISA, MasterCard, Discover only. For direct deposit payments contact Carol Wiley at cwiley@npwh.org for bank information. All payments due within 30 days of receipt of invoice.
Billing Phone Number:	Submit application to secure sponsorship. Email to cwiley@npwh.org
	Total Amount to be charged or invoiced:

Company Info

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Telephone:		
Fax:		
Email:		
Is this your first time sponsoring the NPWH/ISSWSH Yes No	Management of Sexua	al Health Course?
Please provide a list of your relevant products/ service	es:	

Terms and Conditions

1. Definitions in these Terms and Conditions

- a. "Application Form": the Application Form, which when provided to the NPWH/ISSWSH constitutes an irrevocable offer from the Sponsor to enter into a binding agreement for the item(s) indicated on the Application Form;
- b. "Booth": the virtual display as part of the virtual Exhibition Hall in which the Sponsor displays its products or services, provided by NPWH/ISSWSH, upon application and (pre) payment by the Sponsor;
- c. "Confirmation": the written confirmation (including by fax or e-mail) from NPWH/ISSWSH of its sponsorship level and/or allocation of one or more Sponsor Item(s), which is sent to the Sponsor by NPWH/ISSWSH upon receipt by NPWH/ISSWSH of (i) the Application Form (ii) the written approval (including by fax or by e-mail) from the Sponsor of a reasonable alternative as set out in Article 1.2(e);
- d. "Fee": Sponsor shall pay to NPWH/ISSWSH the Fee in exchange for the Sponsor Item(s); e. "Course": the Virtual NPWH/ISSWSH Course: Management of Sexual Health being held June 2, 2023;
- f. Prospectus": the document provided by NPWH/ISSWSH which contains information about the Course and which includes these Terms and Conditions and the Application Form;
- g. "ISSWSH": "International Society for the Study of Women's Sexual Health", established in 2002 in Massachusetts, USA:
- h. "ISSWSH Office": 14305 Southcross Drive W, Suite 100, Burnsville MN, 55306, USA- Email: info@isswsh.org and meeting@isswsh.org;
- i. "NPWH": "National Association for Nurse Practitioners in Women's Health", established in 1981 in Connecticut, USA;
- j. "NPWH Office": PO Box 15837, Washington DC, 20003, USA Email: info@npwh.org.
- k. "Sponsor": the natural or legal person on behalf of which the Application Form has been submitted to NPWH/ISSWSH;
- I. "Sponsor Agreement": the agreement between NPWH/ISSWSH and the Sponsor with respect to the Sponsor Item(s), as further defined by the Confirmation;
- m. "Sponsor Item(s): all items or activities set out in the applicable Application Form, and/or any other sponsor items as offered by NPWH/ISSWSH further defined in the Confirmation;
- n. "Terms and Conditions": the regulations set out in this document, which govern the Application Form, The Sponsorship Agreement, any further binding agreement(s) between NPWH/ISSWSH and the Sponsor in connection with these documents.

2. Application Procedure and Formation of Binding Agreement

- a. With observance of the submission date of the Application Form, NPWH/ISSWSH will decide whether an agreement will be entered into with the Sponsor with respect to the Sponsor Item(s) as set out in the Application Form submitted by the Sponsor. NPWH/ISSWSH reserves the right to refuse any Application Form for any reason;
- b. NPWH/ISSWSH and the Sponsor shall have entered into a binding agreement with respect to one or more Sponsor Item(s) as soon as the ISSWSH Executive Office has sent a Confirmation of the Sponsor Agreement to the Sponsor after receipt of the Sponsor's signed Application Form;

- c. NPWH/ISSWSH will consider the Sponsor's wishes as far as possible. If one or more Sponsor Item(s) for which the Sponsor submitted an Application Form is not available, NPWH/ISSWSH may propose one or more reasonable alternative(s) to the Sponsor, which can be accepted by the Sponsor in writing within 5 business days as from the date of the proposal. In the absence of a timely acceptance, the proposal of NPWH/ISSWSH will lapse and NPWH/ISSWSH has the right to offer and/or allocate the same reasonable alternative(s) to a third party. The Sponsor is not entitled to a reasonable alternative;
- d. Unavailability of one or more Sponsor Item(s) for which the Sponsor submitted an Application Form does not affect the fact that upon Confirmation NPWH/ISSWSH and the Sponsor shall have entered into a binding agreement with respect to the available one or more Sponsor Item(s) for which the Sponsor submitted the Application Form;

Terms & Conditions

- e. The rights and obligations of NPWH/ISSWSH and/or the Sponsor under the binding agreement may not be assigned, transferred, or delegated by the Sponsor to third parties. However, the Sponsor may assign its rights and obligations under this binding agreement to (i) any of its affiliates, (ii) its successor (including the survivor company of any consolidation or merger) or (iii) its assignee of all or substantially all of its business (jointly "the New Sponsor"), under the condition that NPWH/ISSWSH has provided its written consent prior to such an assignment. Permission of NPWH/ISSWSH for such an assignment must be requested by the Sponsor in writing. In case NPWH/ISSWSH has agreed to such an assignment and the New Sponsor does not fulfill its obligations under the binding agreement, the Sponsor shall be liable for the damage resulting there from;
- f. Any notice required under the binding agreement shall be given in writing by regular mail, email or fax directed in respect of NPWH/ISSWSH to the NPWH/ISSWSH Executive Office and in respect of the Sponsor to the contact details provided by the Sponsor in the Application Form;
- g. No amendment, modification, or supplement of any provision of the Sponsorship Agreement shall be valid or effective unless made in writing and signed by duly authorized representatives of each party;
- h. Any right of NPWH/ISSWSH under this binding agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of NPWH/ISSWSH;
- i. The Sponsor agrees to abide by all relevant standards including: (a) the Accreditation Council for Continuing Medical Education's (ACCME) on Standards for Commercial Support of Continuing Medical Education, the European Accreditation Council for Continuing. Medical Education (EACCME®) or other governing accrediting body standards; (b) the FDA's Guidance for Industry: Industry-Supported Scientific and Educational Activities and the European Medicines Agency (EMA), or other governing body standards; (c) the PhRMA Code on Interaction with Healthcare Professionals; (d) the Office of Inspector General's Compliance Program Guidance for Pharmaceutical Manufacturers; and (e) all other relevant standards and guidelines;
- j. The Sponsor acknowledges that from the date of entering the binding agreement it is bound by cancellation conditions as set out in the Terms and Condition in the event of cancellation of one or more Sponsor Item(s).

3. Payment

- a. All Fees shall be due and payable upon entering into the binding agreement as set out in Article 2(b);
- b. Unless otherwise agreed to the parties and stated in the Sponsor Agreement, any payments to be invoiced by NPWH/ISSWSH will be due and payable net thirty (30) days;
- c. The Fee of the Sponsor Item(s) may be increased with applicable (State) taxes;
- d. The Sponsor will pay the NPWH/ISSWSH invoice by credit card if the total is under \$10,000. Orders over \$10,000 will be invoiced. Credit cards are not accepted for orders over \$10,000. VISA, MasterCard, Discover only;
- e. U.S. checks made payable to: National Association of Nurse Practitioners in Women's Health (NPWH) PO Box 15837 Washington, DC 20003
- f. Direct deposit details will be provided upon request by the NPWH Office;

g. If any Fees are not paid by the due date, Sponsor shall additionally pay to NPWH/ISSWSH (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly; and (b) any costs and expenses incurred by NPWH/ISSWSH (including attorneys' fees) in connection with collection efforts related to the unpaid amount.

4. Alteration, Cancellation and Postponement

a. Alteration

NPWH/ISSWSH reserves the right to advance, postpone, vary and/or change the layout of the Exhibition, without the Sponsor having any claim on NPWH/ISSWSH;

b. Cancellation

The cancellation conditions set out in Article 4(c) apply to all Sponsor Item(s) upon entering into the binding agreement as set out in Article 2(b).

- c. Cancellation by Sponsor
- i. Notification of the Sponsor to cancel the Sponsor Item(s) must be submitted to NPWH/ISSWSH Executive Office in writing by regular mail, email or fax;
- ii. The effective date of cancellation of the Sponsor Item(s) will be the date on which the NPWH/ISSWSH Office receives the written notice from the Sponsor;
- iii. If the Sponsor cancels one or more Sponsor Item(s) 2 months prior to the Course, a cancellation charge of 50% of the Fee will apply. If a Sponsor cancels one or more Sponsor Item(s) within 2 months of the Event, the Sponsor agrees to pay 100% of the Fee as cancellation charge;
- iv. If a Sponsor cancels with an outstanding balance due, the Sponsor remains responsible for the entire balance due, plus reasonable legal fees to collect;
- v. The cancellation charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by NPWH/ISSWSH as a result of the Sponsor's cancellation and that they do not represent a penalty. For the avoidance of doubt, NPWH/ISSWSH is not required to mitigate its losses and/or costs in such circumstances and the cancellation charge shall remain payable even where the NPWH/ISSWSH is able to resell the Sponsor Item(s);
- vi. NPWH/ISSWSH may, but is not required to release the Sponsor from its obligation to pay the cancellation charge if, after the cancellation by the Sponsor, NPWH/ISSWSH has entered into a binding agreement with a third party for the Sponsor item(s) which had been cancelled by the Sponsor. Under no circumstances is NPWH/ISSWSH obliged to find such a third party.
- d. Cancellation or Postponement by NPWH/ISSWSH
- i. NPWH/ISSWSH reserves the right to cancel the Course at any time. In the event the Course is entirely or partially canceled or postponed other than due to a Force Majeure, Sponsor's sole and exclusive remedy with respect to any damages, including incremental and consequential damages, sustained by Sponsor as a result of such non-occurrence or postponement, Fees paid by sponsor shall be a refunded by NPWH/ISSWSH less Sponsor's pro-rata share of expenses relating to the Sponsor Agreement, as determined by the NPWH/ISSWSH;
- ii. In the event of Force Majeure, NPWH/ISSWSH may cancel, amend the date of the Course or otherwise alter the Course. A Force Majeure is defined as a circumstance or occurrence beyond the parties' control which makes it inadvisable, illegal, commercially impracticable, or impossible for the Course to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather, and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism, (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the Course from traveling to or attending the Course;

iii. Should the Course be cancelled, curtailed or adversely affected by any cause not within the reasonable control of NPWH/ISSWSH including but not limited to any of the Force Majeure events as identified above, the NPWH/ISSWSH shall be under no obligation to refund all or part of the Fees paid by the Sponsor in respect of his participation in the Course. NPWH/ISSWSH shall be under no liability to the Sponsor or any other person in respect to any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

5. Termination

a. Termination for Cause

If either party materially breaches the binding agreement, then the non-breaching party may give written notice to the breaching party that if the default is not cured within thirty (30) days, the binding agreement may be terminated. If the non-breaching party gives such notice and the breach is not cured during the thirty (30) day period, then the binding agreement may be terminated by the non-breaching party within thirty (30) days following the end of the cure period by sending written notice to the breaching party.

b. Termination for Failure to Perform

The Sponsor Item(s) is contingent upon Sponsor's payment of the Fee set out in Article 1.3 and Sponsor's performance of its Sponsor Obligations. The Sponsor shall perform the obligations, as specified in the Prospectus, according to the due dates and other specifications set forth therein. In the event that Sponsor fails to perform any such obligations, NPWH/ISSWSH may, at its discretion, immediately terminate this binding agreement for material breach and give the Sponsor Item(s) to another company. In such an event, NPWH/ISSWSH will have no obligation to refund any Fees previously paid by Sponsor.

c. Termination for Potential Damage to Reputation

NPWH/ISSWSH may, at any time in its discretion, terminate this binding agreement if NPWH/ISSWSH reasonably believes that Sponsor's affiliation with the Course or NPWH/ISSWSH will damage the reputation of or otherwise harm the Course or NPWH/ISSWSH.

6. Liability, Indemnity and Insurance

- a. Neither NPWH/ISSWSH nor any of its members, officers, agents or employees shall be held liable for, and are released from liability for, any damage, loss, harm or injury to the person or property of the Sponsor or any of its officers, agents, employees or other representatives or injury to any person(s) connected thereto, irrespective of how these expenses, losses, damages, harm or injury may have occurred, except such as may arise from NPWH/ISSWSH's willful misconduct or gross negligence;
- b. NPWH/ISSWSH is not responsible or liable for any technological issues at sponsored events and/or at the Exhibition, and cannot be held liable for damages of any kind incurred by the Sponsor, caused by insufficient or incorrect operation of the virtual component, except such as may arise from NPWH/ISSWSH's willful misconduct or gross negligence;
- c. The Sponsor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by NPWH/ISSWSH as a result of the Sponsor not complying with the Terms and Conditions;
- d. Sponsors and their agents agree to protect, indemnify, defend and hold harmless the NPWH/ISSWSH, their employees and agents against all claims, liability, injuries and damages to persons or property, governmental charges or fines and attorney's fees arising out of fines and attorney's fees arising out of or caused by negligence or wrongful acts of the Sponsor or their agents, servants or employees. Sponsor acknowledges responsibility for obtaining adequate insurance coverage against property loss or damage and against liability for personal injury;

7. Sponsor Items

- a. Virtual Exhibit Booth
- i. All Sponsors are clearly identified with their company name, product name and/or logo;
- ii. b. Subletting or sub-using (part of) the Booth by Sponsor without prior written approval from NPWH/ISSWSH is not permitted;
- iii. Sponsor will be responsible for virtual booth that will reside in the virtual Exhibition Hall, including the design of the booth, providing content to be presented in the booth, and potentially staffing the virtual booth on the day of the Course.

- b. Promotional Materials
- i. No publicity of any kind or in any form is allowed for companies not identified as Sponsor;
- ii. No commercial advertising of any kind or in any form, including distribution of promotional materials, is permitted outside of the Exhibition Hall. Commercial advertising of any kind or in any form, including distribution of promotional materials, by Sponsor is only allowed from the Booth in the Exhibition Hall;
- iii. All promotional materials, including but not limited to invitations, advertisements and inserts, are subject to approval by NPWH/ISSWSH;
- iv. A detailed development and production timeline for the Exhibition Hall, including Sponsor's delivery obligations, will be provided after signature of the Sponsor Agreement;
- v. Promotional materials may only be used to promote a company in general, or its product(s) and/or services;
- vi. Advertising must be related to the field or practice of Sexual Health as is approved by NPWH/ISSWSH on the basis of its scientific objectivity and accuracy of information presented;
- vii. Promotional materials may not use the NPWH/ISSWSH or Course logo. The name of NPWH/ISSWSH or the Course may be mentioned one time in each communication for identification purposes, in a reasonably- sized, neutral font, and may in no way imply endorsement of the company in general nor its products and/or services. Neither NPWH/ISSWSH nor the Course may be part of the title or heading, be prominently featured or listed first in printed materials;
- viii. An Innovation Showcase timeslot may be mentioned;
- c. Innovation Showcases
- i. Innovation Showcase organizers must submit their preliminary program to the NPWH/ISSWSH Office, who will present it to the Industry Relations Committee, Education Committee, and Executive Committee for approval. The latter reserves the right to adjust the program and/or speakers if necessary. The deadline for submission of the program (titles + speakers) is at least 6 weeks prior to the start of the Meeting. Allow at least five working days for NPWH/ISSWSH to review the program;
- ii. Applications for Industry Sponsored Symposia will be accepted on a first come, first served basis; however, priority assignments will be given Platinum Level Sponsors, followed by Gold Level Sponsors, and companies that sponsored a Showcase at the previous NPWH/ISSWSH Course, in this order.
- iii. Innovation Showcases will be clearly identified as "Non-CME Innovation Showcase";
- iv. Registration to the Course is required for admission to the Innovation Showcase;
- v. Unless specified differently hereunder, all conditions as set in Article 7(c) also apply to Innovation Showcase promotional materials;
- vi. Sponsor is allowed to distribute promotional materials in the assigned Innovation Showcase time frame;
- vii. All Innovation Showcases materials must contain the following statement: "This event is neither sponsored by nor endorsed by NPWH/ISSWSH".

8. Final Clauses

- a. NPWH/ISSWSH is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Sponsor;
- b. In the event of a dispute between the parties in connection with this binding agreement, the parties agree that the matter shall be subject to the exclusive jurisdiction of the courts of Washington, DC, USA;
- c. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery
- of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed;
- d. These Terms and Conditions apply to, and are inextricably linked by reference therein, all agreements pursuant to and in connection with the binding agreement between NPWH/ISSWSH and the Sponsor;
- e. No other terms and conditions shall apply, unless such terms and conditions have been accepted by NPWH/ISSWSH. Such acceptance shall be made in writing only.