

Find-A-Code Webinar Agreement

This Agreement recognizes the mutual interest for the education of the medical coding profession, as well as promotion of products and services by both Find-A-Code and the Presenting Institution ("Presenter"). Both Find-A-Code and Presenter have a common goal of supporting the medical industry and helping providers and their staff acquire the content and information they need to be successful in their practice through Webinars hosted by Find-A-Code and delivered by the Presenter.

THE PARTIES HEREBY AGREE that these Webinars, and all materials, correspondence, preparations, and interactions pertaining thereto shall be governed by the following terms and conditions:

FIND-A-CODE RESPONSIBILITIES

In conjunction with its responsibility to host the Webinar, Find-A-Code agrees to:

- Promote the event, and encourage attendance by:
- Sending out email blasts (Find-A-Code Alerts, Webinar reminders) two or more times prior to the scheduled event.
- Listing the event on Find-A-Code's web site and through social media.
- Make a copy of of the video file of the Webinar available to the Presenter within one week of event.
- Make the recorded Webinar available as part of Find-A-Code's webinar archives, which is only accessible to Professional Subscription Members.
- Allow the Presenter to promote products and services during the presentation, as long as Presenter keeps such promotions or solicitations to a minimum.
- Make available Presenter's promoted material (software, books, consulting services, etc.) in the Find-A-Code Store, subject to a separate Store Agreement.
- Notice: Presenter material sales and availability through Find-A-Code will be up to the discretion of Find-A-Code representatives to ensure non-compete with Find-A-Code and if applicable, Find-A-Code affiliate related products and services.
- Distribute handouts in accordance to the instructions of the Presenter. Find-A-Code will not copy, transfer, or reproduce the material in any form without the express written consent of the Presenter, other than for viewing within a Webinar.
- Provide contact information to Presenter for attendees who respond to a poll question granting permission for contact following the Webinar. Poll question must be provided to Find-A-Code by Presenter 24 hours in advance.

PRESENTER RESPONSIBILITIES

In conjunction with its responsibility to present the content and material for the Webinar, Presenter agrees to:

- Provide Find-A-Code with a presentation title and two or three bullet points a minimum of 30 days in advance of scheduled event. If a title and description have not been received by this time, webinar may be cancelled.
- Share the registration information with Presenter's contacts prior to the event, if desired.
- Provide Find-A-Code with Webinar slides or other materials a minimum of one week in advance of the event for review and approval. If modifications must be made, Presenter will be allowed to do so. If requested modifications are not made, Presenter understands that the Webinar may be cancelled.

_____ Presenter's Initials

_____ Find-A-Code Rep Initials

- Provide Find-A-Code with details of what the presenter will be promoting so as to allow Find-A-Code consideration and final determination if services or products being sold are in conflict with an existing Find-A-Code product or service or that of a Find-A-Code affiliate.
- Refrain from overt statements, harsh language, or pointed humor that disparages the rightful dignity and social equity of any individual or group.
- Avoid aggressive or constant sales pitches during the Webinar.
- Presenters are encouraged to make attendees aware of their products or services, but it should be limited to no more than one powerpoint slide, or three minutes of time during a 30 minute time slot.
- Refrain from making unknown claims or invalid information.
- Presenter should make every effort to ensure that the material being presented is the most current and correct available. Please provide references whenever possible.
- Allow Find-A-Code to make the content of the Webinar available to its customers in its products, websites, or services, without any remuneration to Presenter.

INTELLECTUAL PROPERTY

Any and all Webinars hosted, recorded, edited, or produced by Find-A-Code are, and shall be, the intellectual property of Find-A-Code. Find-A-Code shall have the right to reproduce, distribute, or otherwise use such Webinars in accordance with its ownership rights without limitation. Nothing in this provision prevents or prohibits the Presenter from making a similar Webinar, or using any of Presenter's own content for Presenter's own purposes.

CONTENT AND USE

Find-A-Code shall have the sole and final determination as to the content, length, and date of Webinar. Find-A-Code shall have the right and discretion to close Webinar registration if deemed necessary or may cancel the Webinar due to lack of interest.

Find-A-Code, at its sole and absolute discretion, may refrain from making the Webinar available for later viewing if the content is viewed as questionable or otherwise require further clarification or research.

The opinions and advice expressed in these Webinars are and shall be solely those of the Presenter, and do not necessarily represent the views of Find-A-Code. The entire risk, as to the value and usability of the information presented in these Webinars, shall be the responsibility of the viewer.

DURATION

This agreement will remain in effect until either party contacts the other in email or writing stating that the relationship needs to be modified or terminated. Any amendments to this agreement must be in writing and signed by both parties hereto.

OTHER PROVISIONS

Relationship of Parties. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, expressed or implied, on behalf of the other party hereto.

Entire Agreement. This agreement constitutes the entire agreement, understanding, and representations, express or implied, between the parties regarding the subject matter hereof and supersedes all prior communications between the parties.

_____ Presenter's Initials

_____ Find-A-Code Rep Initials

Severability. If any provision of this agreement is found to be illegal, invalid or incapable of being enforced, all other conditions and provisions shall remain in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Signatures. A digital or electronic signature, including the clicking of a digital “I agree” button or the entry of a signature code shall constitute a valid and binding signature for purposes of this agreement.

THE PARTIES HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS WEBINAR AGREEMENT.

Presenter Signature: _____ Date: _____

Presenter Name: _____

Find-A-Code Signature: _____ Date: _____

Find-A-Code Name: _____