

**AECOS**  
**PARTICIPANT RELEASE AND ACKNOWLEDGEMENT AGREEMENT**

Thank you for your interest in registering for the American-European Congress of Ophthalmic Surgery's ("AECOS") 2025 Aspen Winter Live Meeting (the "**Meeting**")! By registering for the Meeting and clicking the "**I accept**" button below, you consent to, and acknowledge that you have read and understood, the terms and conditions in this Participant Release and Acknowledgement Agreement (this "**Agreement**"). This Agreement provides the terms and conditions applicable to your participation in the Meeting. You must not attend, or participate in, the Meeting if you have not consented to this Agreement.

1. **Recordings; Materials.** The Meeting will be recorded in its entirety, including all presentations, question and answer sessions, and discussions that occur during the Meeting. You acknowledge and agree that all audio and video recordings, photographs, summaries, and other depictions of the Meeting (collectively, "**Recordings**") made by or for AECOS are the sole and exclusive property of AECOS and may be distributed and otherwise used by AECOS in any manner in its sole discretion, including for informational and educational purposes with AECOS members via AECOS' private and password protected members only website. In connection with its Recordings or your participation in the Meeting, AECOS may record and capture your name, image, voice, performance, likeness, and biographical and other identifying information (collectively, "**Likeness**"), and any presentations, slides, charts, images, audio, and other content or materials (collectively, "**Materials**"), that you make available during the Meeting. You hereby grant to AECOS, the irrevocable right to copy, publish, distribute, transmit, publicly perform, publicly display, excerpt, or otherwise use (and excerpt, summarize, reformat, or edit as reasonably necessary for the foregoing) your Likeness and Materials, including as they appear in any Recordings, in whole or in part, in any manner and media, now or later known, in perpetuity, and throughout the world, in AECOS' sole discretion. You hereby irrevocably waive the right to inspect or approve any Recordings or other content in which your Likeness or Materials may appear. You acknowledge that AECOS has no obligation to use or make available any Recordings or Materials. AECOS has been induced to provide the Meetings, and may incur substantial expense in creating and using Recordings, in reliance on the rights granted in this Agreement. Accordingly, you acknowledge that you will not receive any monetary, in-kind, or other compensation for the use of any Recordings, or your Likeness or Materials, as permitted under this Agreement. AECOS will use reasonable efforts to provide you with attribution if your Likeness or Materials are prominently featured in any of AECOS' public uses of the Recordings.

2. **Personal Photos.** You are not permitted to make any audio or video recordings or, except as permitted in this paragraph, any other Recordings, of the Meeting without AECOS' prior written consent. However, AECOS understands that you may wish to capture personal photographs ("**Personal Photos**") and notes of presentations, question and answer sessions, and discussions that occur during the Meeting. AECOS will allow you to take such Personal Photos and notes (but not other Recordings) and use them solely for your own personal and non-commercial reference. You may share Personal Photos that do not contain any presentations or other content from the Meeting through your personal, non-commercial communications, including any online communications and social media accounts. No other display, distribution, or other use of the Personal Photos or notes is allowed and all such other uses are expressly prohibited. For clarity, you may not make or use any other Recordings of the Meeting without AECOS' prior written approval.

3. **Restrictions.** You acknowledge and agree that, except as expressly provided in Section 2 with respect to Personal Photos and notes, neither you, nor any other participant in the Meeting, are authorized to make, sell, copy, distribute, disclose, display, perform, share, publish, post, transmit, make available to the public, create derivative works of, or otherwise use, any Recordings, without AECOS' prior written consent. For the avoidance of doubt, these restrictions apply to any Recordings that AECOS makes available in any medium, as well as any Personal Photos and notes you may take. AECOS reserves the right to take any action against you to enforce the terms of, and its rights under, this Agreement, including by denying you access to the Meeting or any future meetings that AECOS may host, requiring any Personal Photos or other Recordings in your possession or under your control to be immediately and permanently deleted, or seeking any other remedy available to AECOS, including an injunction and monetary damages.

4. **Confidentiality.** You understand that you may be exposed to confidential or sensitive information at the Meeting, including opinions regarding medical technologies or methods, medical procedures, off-label uses, non-public product roadmaps or business plans, medical histories, and other personal information of Meeting participants ("**Confidential Information**"). You agree to hold all Confidential Information in strict confidence and to use reasonable efforts to maintain its secrecy. You agree not to disclose any Confidential Information to anyone, without AECOS' prior

written consent, and not to use any Confidential Information for any purpose. If you are required to disclose any Confidential Information under a court order or in any other legal proceeding, such disclosure will not be deemed a breach of this Agreement; provided that, you notify AECOS with advance written notice of the disclosure requirement prior to disclosing any Confidential Information in order to permit AECOS to prevent or limit such disclosure, and disclose only that portion of the Confidential Information subject to the disclosure requirement. In addition, as set forth in 18 U.S.C. Section 1833(b): (x) you understand that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law, or that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and (y) if you file a lawsuit for retaliation by AECOS for reporting a suspected violation of law, you may disclose a trade secret to your attorney and use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

5. Release. You understand that you have granted the rights in this Agreement voluntarily and without restriction or reservation of any kind or nature, and you irrevocably waive any right to enjoin or interfere with AECOS' use of your Likeness or any Recordings or Materials. You hereby irrevocably release and discharge AECOS, its affiliates, and its and their respective officers, directors, managers, members, employees, agents, contractors, successors, and assigns from and against any and all damages, losses, or other liabilities arising out of the permitted use of your Likeness or any Recordings or Materials, including under any claims of copyright infringement, invasion of privacy or publicity, or defamation.

6. Representations. By clicking "**I accept**" below, you represent and warrant that: (a) you have the right and capacity to enter into this Agreement, to grant the rights granted under this Agreement, and that you have not previously granted or transferred any of those rights to anyone; (b) your participation in the Meeting does not and will not breach any other agreement, understanding or obligation to which you are bound, including any confidentiality agreements with third parties; (c) you will conduct yourself in a professional and courteous manner at and in connection with the Meeting; (d) you have or will obtain all rights and clearances necessary to use any third-party materials or intellectual property in connection with your Meeting participation or Materials, at no charge to AECOS, including those rights and clearances necessary to permit AECOS to exercise its rights under this Agreement; (e) you will comply with AECOS' mission and values and other policies that may be provided to you, and all applicable laws; (f) your Materials will not contain, and you will not otherwise share, any illegal, defamatory, obscene, offensive, vulgar, or libelous content; (g) your participation and Materials, and AECOS' use of them as permitted in this Agreement, will not, infringe, misappropriate, or otherwise violate any right of any third party, including any intellectual property, proprietary, publicity, or privacy right; (h) you are not a member of a guild or union or otherwise covered by a collective bargaining agreement in any manner; and (i) you have read this Agreement and understand and agree to be bound by all of its provisions. YOU UNDERSTAND THAT AECOS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE MEETING, ANY RECORDINGS, OR ANY MATERIALS PROVIDED BY YOU OR ANY OTHER PARTICIPANTS IN THE MEETING.

7. Governing Law; Forum. This Agreement is governed by, and will be interpreted under, the laws of the State of Texas, without regard to its conflicts of laws principals. Any disputes arising out of or relating to this Agreement or any Recordings shall be brought exclusively in the state or federal courts located in Dallas, TX, and each party irrevocably consents to the jurisdiction of such courts and waives any objection to such courts on any basis, including improper venue and inconvenience of the forum. However, either party may seek temporary or permanent injunctive relief in any court of competent jurisdiction to prevent or cease any breach of this Agreement.

8. General. This Agreement is the entire agreement between you and AECOS with respect to its subject matter and supersedes all others. Any amendment or waiver of any term of this Agreement must be made in writing and signed by AECOS' authorized representative to be binding. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, it will be deemed replaced with new provisions that most closely effectuate their original intent, and the remaining terms will not be affected. The term "including" and any variation means "including without limitation." All headings are for convenience only and will not affect interpretation of this Agreement. This Agreement is binding on, and shall inure to the benefit of, each party and its heirs, executors, successors and permitted assigns. This Agreement is personal to you. AECOS may freely assign this Agreement without your consent.