



## Terms and conditions for attendees at a Cook Medical event

Effective August 2024

By registering to attend a Cook Medical (**Cook**) event (**Event**), you are confirming that you agree to and accept the following terms and conditions in respect of your attendance at the Event.

- 1. Travel & expenses.** All travel for attendance at the Event must be booked through Cook's designated travel management company. For travel information, please refer to the FAQs page of the registration site. If applicable, reimbursement information will be attached to your final confirmation email. To be reimbursed for your travel, accommodation, and meal expenses (if any), you must attend the Event in full.
- 2. Transparency.** You accept that Cook may disclose details of your attendance at the Event to relevant authorities pursuant to transparency reporting requirements, including in relation to the provision or reimbursement of any expenses.
- 3. No reward, inducement, or influence.** Nothing in or contemplated by the Event is (or is intended) to: (a) reward, induce, or influence you or any person to purchase, lease, use, or recommend any Cook product; (b) influence the treatment of any patient; or (c) influence the awarding of government or healthcare organization procurement contracts for medical devices.
- 4. Accuracy of your information.** You confirm that all information provided to Cook as part of your registration for the Event is complete and accurate as at the date it was provided.
- 5. Authorization & institutional requirements.** By registering for the Event, you represent and warrant that you are authorized to attend the Event, including that (if required) you have obtained the consent of your employer healthcare organization. You are responsible for complying with any requirements of your employer (or other institution affiliated with you) relevant to the Event. You must immediately inform Cook if any such requirement conflicts with these terms and conditions.
- 6. Your availability.** If you are unable to attend the Event in full, please inform Cook as soon as possible. You may also inquire about alternate events that meet your availability.
- 7. Event amendment or cancellation.** Cook reserves the right to, without notice and without any liability whatsoever, change the date, time, location, medium and/or agenda of the Event or cancel the Event at any time and for any reason. In the event of such a change or cancellation, Cook shall endeavor to provide you with as much notice as reasonably practicable.
- 8. Event content.** The content of the Event may be prepared by a third party engaged by Cook, who may receive financial support from Cook for his, her, or its services. Cook makes no representation, warranty, or assurance as to such content or your interpretation or application of that content.
- 9. Confidentiality.** If Cook provides you with any non-public information pursuant to the Event (including information in respect of current or future inventions, designs, products, materials,

methods, systems, improvements, and trade secrets), you must keep that information confidential. That information will continue to be owned by Cook.

10. **Intellectual property.** All data, information and results in connection with the Event, including any intellectual property in respect of Cook products discussed at the Event, shall belong to Cook. The provision or exposure of any intellectual property to you in connection with an Event shall not constitute a waiver of any of Cook's rights in such intellectual property, nor shall it constitute a grant of a license in respect of any such intellectual property. This shall not affect any of your intellectual property rights that exist prior to your attendance at the Event.
11. **Recording.** By attending the Event, you acknowledge that Cook may film and/or record all or part of the Event (including by taking photos) and that such recorded material may be used by Cook for internal purposes (such as internal training or compliance purposes). If it is proposed that any such recorded material that includes your image shall be used for external purposes, Cook shall contact you to arrange any necessary approvals. You shall not record, stream or broadcast all or any part of the Event, whether you are attending virtually or in person. In addition, you may not allow any other person to view a virtual Event on your device.
12. **Venue rules.** If attending the Event in person, you are expected to be mindful and respectful of the venue at which the Event is held. You will comply with any and all applicable rules and regulations of the venue (including, without limitation, in relation to environmental, health and safety and/or security requirements). You will not damage or interfere with the venue (including any equipment or facilities at the venue). If you cause damage (intentionally or otherwise) to the venue (including any equipment or facilities at the venue), you may be held responsible for that damage. You may be required to sign documentation required by the venue (such as non-disclosure agreements or waivers of liability or risk) in order to enter or remain at the venue. Your permission to enter or to remain at the venue may be at the discretion of the venue. To the maximum extent permitted by law, Cook disclaims and excludes any liability for loss, injury, or damage to you or your property in or around the venue.
13. **Conduct at the event.** By attending the Event, you are expected to be mindful and respectful of the purpose of the Event and of participants and other attendees of the Event. You shall also comply with any reasonable instructions or requirements of Cook in connection with the conduct of the Event.
14. **Publicity.** You may not use Cook's name, trademarks, logos, or other identifying information without Cook's prior written consent.
15. **Status.** You are not, by virtue of attending the Event, an independent contractor, agent, employee, joint venturer, or partner of Cook. You shall not have any right to enter into any contractual obligations on behalf of Cook or to bind Cook in any way.
16. **Amendment.** These terms and conditions may be amended by Cook from time to time.
17. **Severability.** If any term of these terms and conditions is found to violate the law, it shall be severed from these terms and conditions without affecting the validity of any other term of these terms and conditions.
18. **Entire agreement.** These terms and conditions (including all documents referred to in these terms and conditions) represents the entire understanding between you and Cook relating to your attendance at the Event. Any prior written or oral agreement between Cook and you

unrelated to your attendance at the Event (including if you are contracted to provide a service at the Event) shall remain in full force and effect.

19. **Governing law.** These terms and conditions shall be governed by the laws of the country or state in which the Event is held (or, in the case of Events held online, by the laws of the country or state in which the Cook entity organizing the Event is incorporated). All actions or proceedings arising from these terms and conditions shall be brought in a court of appropriate jurisdiction located in that country or state.