



INDUSTRY ROUNDTABLE TERMS & CONDITIONS

These terms and conditions apply to the organization ("Company") named in the Industry Roundtable Membership Agreement ("Membership Agreement"). Company agrees to join the Industry Roundtable for the membership fee described on the Membership Agreement.

1. INDEPENDENT CONTRACTORS: Nothing herein may be deemed to constitute the relationship of partners, joint ventures, or principal and agent between American Academy of Neurology (AAN), American Academy of Neurology Institute (AANI), and Company or an endorsement by AAN or AANI of Company or Company's product(s).

2. WARRANTY OF AUTHORITY: Company represents and warrants that the undersigned person is a duly authorized appointed agent of the Company, is fully empowered to bind the Company to all provisions contained in this Membership Agreement and Terms and Conditions, and that no further action is required on the Company's part to enter into the Membership Agreement.

3. COMPLIANCE: Company must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. Company may not attempt to direct or influence the faculty or content of AANI programs. Company must abide by all applicable rules, regulations, policies and ethical codes. Company should be aware of the guidelines and codes the AANI and affiliated organizations conform to: Council of Specialty Medical Societies' Code for Interactions with Companies (www.cms.org) and the Principles Governing Academy Relationships with External Sources of Support (www.aan.com).

Specifically, under the Principles, the AANI may deny Industry Roundtable membership or remove from membership any company exhibiting conduct that conflicts with the Academy's mission and values.

4. CANCELLATIONS/FEE NONREFUNDABLE: All notices of cancellation must be forwarded in writing to the AANI; however, Membership fees are nonrefundable in the event of Company cancellation.

5. RECONCILIATION: As the Industry Roundtable is a membership and not a sponsorship or event, information on reconciliation is not available or applicable. However, AANI will confirm that no transfer of value to a physician, teaching hospital or other research entity, as defined by CMS, occurred.

6. USE OF AAN PROPERTY: The AAN/AANI names, insignia, logos, or acronyms, or the AAN Annual Meeting name or logo, may not be used by Company in any manner without the expressed written consent of AAN. This applies before, after, and during the AAN Annual Meeting. The AAN name and logo are registered trademarks of the AAN.

7. AMENDMENTS: All interpretations, as well as answers to questions and matters not specifically covered by these Terms and Conditions, will be decided by AANI in its sole discretion. AANI reserves the right to make any reasonable changes to these Terms and Conditions as necessary to ensure the orderly and appropriate operation of the Industry Roundtable. There are basic benefits offered through Membership, which are reflected in the fee. These basic benefits are subject to change but will be replaced by benefits of equal or greater value at AAN's discretion. Additional benefits, beyond the basic offerings, may be added at AANI's discretion.

8. ASSIGNMENT: The Membership Agreement and Terms and Conditions may not be assigned by any party without the prior written consent of the other parties.

9. BINDING EFFECT: The Membership Agreement and Terms and Conditions are binding upon and inure to the benefit of the parties, their successors and assigns.

10. WAIVER: The failure of any party to complain of any default by another party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under the Membership Agreement and Terms and Conditions.

11. GOVERNING LAW: The Membership Agreement and Terms and Conditions and the rights and obligations of the parties hereunder are governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision apply to this Agreement. The exclusive forums for actions between the parties in connection with this Agreement are the State District Courts in Minnesota or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts.

12. ENTIRE AGREEMENT: The Membership Agreement and Terms and Conditions (collectively, "AANI Agreement") and, if applicable, the Company's letter of agreement regarding this subject matter ("Company Agreement") constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties. In the event of a conflict between the AANI Agreement and Company Agreement, the AANI Agreement will control in all respects.