

## **American Urological Association (AUA) 2025 Innovation Nexus Boot Camp Terms and Conditions of Participation**

These AUA 2025 Innovation Nexus Boot Camp Terms and Conditions set forth the rights and responsibilities applicable to startups who attend and/or participate in the Innovation Nexus Boot Camp. The AUA appreciates all who have agreed to accept this unique opportunity.

### **Participant Representations and Warranties**

As a participant you warrant that you are at least eighteen (18) years old or the age of majority in the jurisdiction where you live; and you have the legal right and capacity to legally accept these Terms and Conditions. These Terms and Conditions constitute a binding agreement between us and you.

### **Participation Benefits**

By participating in the 2025 AUA Innovation Nexus Boot Camp on September 26 - 27, 2025, in Linthicum, Maryland, you acknowledge that you will receive the following benefits:

- Opportunity to present your innovation to a select group of innovation experts and investors;
- Networking opportunity;
- One-on-One Mentoring for participants; and
- Promotion of your business (if applicable) across AUA's urologist network preceding and following the 2025 AUA Innovation Nexus Boot Camp.

### **Participation Expectations**

In exchange for the benefits of participation you agree to the following:

- You will attend and present at the 2025 AUA Innovation Nexus Boot Camp, in Linthicum, Maryland, in person. Remote participation is not accepted. AUA will not provide any funding or reimbursement for attendance. You acknowledge and understand that travel and lodging expenses and administrative arrangements are the sole responsibility of you or your sponsoring company.
- You agree that presentations on the innovation, to be reviewed by the assigned mentors, are limited to up to three individual presenters (maximum).
- You agree that presenters may choose to use PowerPoint slides as part of their presentation. If a presenter wishes to use slides, final slides must be submitted to AUA via email on the dates communicated to you. Late presentation files will not

be accepted after this date, via email or on site.

### **Required Public Access and Information-Sharing**

All AUA Innovation Nexus Boot Camp presenters are subject to a public access policy. The AUA reserves the right to include information relating to the Boot Camp (such as the presenter(s) name and Company name) in materials issued by or on behalf of the AUA, including periodic reports, newsletters or news releases, the website, or in any other materials issued by or on behalf of the AUA.

Upon accepting an invitation to present at the 2025 AUA Innovation Nexus Boot Camp, You consent (and grant a license) to have your name and likeness promoted via various AUA marketing and communications channels including but not limited to social media, webpages, and/or email advertisings. You agree to provide (or arrange for your Company to provide) the following materials to the AUA within 7 days of receipt for use in advertising the AUA Innovation Nexus Boot Camp:

- A high-quality (file size  $\geq$  1MB) company logo (png. format preferred);
- Confirmation of the name(s), degree(s), professional title(s), and employer name listing for the intended participant;
- A high-quality (file size  $\geq$  1MB) professional headshot of the intended participant;
- A brief (e.g. 50-word count) description of the company and corresponding innovation.

You acknowledge that the AUA has no obligation to use your Identity or the Materials you submit. You agree no further approval is required, and that no payment or consideration will be due to you by the AUA for the use of your Identity or the Materials you submit in accordance with this section. You agree that the AUA will not be liable to you for any distortion or illusionary effect resulting from the exhibition, publication or broadcast of your Identity or the Materials you submit. You acknowledge that all right, title, and interest in and to the Materials provided under this section, including without limitation all copyrights and trademark rights, shall be the sole and exclusive property of AUA and that AUA has the unlimited right throughout the universe to edit, modify, and otherwise use such Materials.

### **Grant of Rights to Use Name, Likeness, etc.**

By participating you hereby irrevocably grant permission to American Urological Association and each of its affiliates and subsidiaries, the successors of each of the foregoing, and each of their respective agents, employees, licenses, successors, and assigns (collectively, "AUA"), in perpetuity, for a worldwide, non-exclusive, royalty-free, fully paid up license to reproduce, display, exhibit, publish, broadcast, distribute, and otherwise use, and permit others to use, your name, image, nickname, initials, symbols,

likeness, signature, photograph, voice, statements, biographical material, and any and all attributes of your personality and appearance (collectively, your “Identity”) in marketing and related materials created in connection with the 2025 Innovation Nexus Boot Camp (collectively, the “Materials”), alone or with other materials, in any and all manner and media now known or hereafter devised, including without limitation on websites owned by or affiliated with the AUA, on third-party websites, in social media channels, and in public relations materials.

### **Promotion Deliverables**

Participation in the 2025 AUA Innovation Nexus Boot Camp represents a unique, high-visibility platform to promote a company, presenter(s), and a promising concept to an audience of urology researchers, clinicians, industry stakeholders, and innovation investors. It also represents an unparalleled opportunity for the company, presenter(s), and concept promotion across AUA’s networks both preceding and following the 2025 AUA Innovation Nexus Boot Camp. However, registration as a Boot Camp participant shall not connote AUA endorsement. Nor does participation guarantee any right to, or amount of, AUA marketing and promotion efforts at the behest of the registered Company and/or presenter(s).

As such, the following deliverables represent the maximum of AUA-generated promotion efforts available to you/and or your company as a Boot Camp participant. The timeframe in which these items are available for access begins the day you enroll as a participant and thereby accept these Terms and Conditions.

- Inclusion in applicable AUA Innovation Nexus webpages;
- Inclusion in applicable AUA Innovation Nexus promotional videos;
- Logo visibility on the AUA Innovation Nexus webpage.

### **Risk Statement**

The AUA Innovation Nexus Boot Camp is an opportunity to present innovative ideas directly to investors and to a concentrated audience of experts in the urology field. By participating in the Boot Camp you acknowledge not only that you are responsible for showcasing your innovation, but also for protecting any intellectual property that you do not wish to share. As a presenter, you assume all risk of theft, misappropriation, or other misuse of your invention, innovation, pitch, and/or other Intellectual Property, and you further acknowledge that the amount of information and detail that you present during the 2025 AUA Innovation Nexus Boot Camp is at your sole risk and discretion.

### **No Violation of Third Party Rights.**

By participating You represent that you have acquired or own any applicable rights or

licenses required to the intellectual property in the presentation. Further, you represent and warrant that to the best of your knowledge, diligent inquiry having been made, the invention, innovation, pitch and/or other Intellectual Property, violates no industrial or intellectual property rights of any third party. If any third party of whose claim you had knowledge, or in the exercise of reasonable diligence should have had knowledge, asserts any claims against AUA, you agree to defend, indemnify and hold the AUA, its officer, employees and agents, harmless against any and all such claims.

### **Retention of IP Rights.**

You retain your rights in your Intellectual Property. You acknowledge that participation in the 2025 Innovation Nexus Boot Camp and assent to these Terms and Conditions do not amount to an assignment of your Intellectual Property to AUA. You retain all rights, license, and interest in the inventions, ideas, tools, methodologies, documents, work product created, conceived, developed or first reduced to practice by you, either solely or in collaboration with others, including, without limitation, designs, inventions, improvements, processes, computer programs, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, analyses, presentation ("pitch"), intellectual or other property and other materials (including, without limitation, any software and code) you present at the 2025 Innovation Nexus Boot Camp (together "Intellectual Property"). You retain rights in any know-how, expertise or techniques ("Know-how") you bring or develop for or pitch at the 2025 Innovation Nexus Boot Camp.

### **Confidentiality**

Except as otherwise provided in these Terms and Conditions, without the prior written consent of the other party, neither party shall disclose Confidential Information (as defined below) received or learned in connection with participation in the Innovation Nexus Boot Camp or derived from performance of any obligations imposed under these Terms and Conditions. The receiving party shall use the same degree of care that it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. THE NONDISCLOSURE PROVISIONS HEREIN SHALL SURVIVE THE CONCLUSION OF THE ACTIVITY AND YOUR DUTY TO HOLD CONFIDENTIAL INFORMATION IN CONFIDENCE SHALL REMAIN IN EFFECT UNTIL THE CONFIDENTIAL INFORMATION NO LONGER QUALIFIES AS A TRADE SECRET OR UNTIL AUA SENDS YOU WRITTEN NOTICE RELEASING RECEIVING PARTY FROM THESE TERMS AND CONDITIONS, WHICHEVER OCCURS FIRST.

Neither party shall have any obligation under this clause with respect to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain or publicly available through a source other than the receiving party in violation of this

Agreement; (b) is subsequently learned from a third party on a non-confidential basis that, to the knowledge of the receiving party, is not under an obligation of confidentiality to the disclosing party; (c) was known to the receiving party at the time of disclosure, as can be demonstrated by contemporaneous written or other competent evidence; or (d) is generated independently by the receiving party without reference to the Confidential Information of the disclosing party, as can be demonstrated by contemporaneous written or other competent evidence.

For the purposes herein, "Confidential Information" shall mean confidential or proprietary information relating to the business, operations, methodologies, personnel, vendor or clients of a party or its affiliates not generally known to the public and that under all of the circumstances, ought reasonably to be treated as confidential and or proprietary. Additionally, for the avoidance of doubt ALL INFORMATION RECEIVED, PRESENTED, OR DERIVED FROM PARTICIPATION IN THE 2025 INNOVATION NEXUS BOOT CAMP REGARDLESS OF THE SOURCE (BE IT AUA, COMPANY, OR OTHER INNOVATION NEXUS BOOT CAMP PARTICIPANT) SHALL BE CONSIDERED CONFIDENTIAL INFORMATION.

Each party may disclose Confidential Information where that party is required to do so by law or by any competent regulatory authority. In these circumstances the receiving party shall give the disclosing party prompt written notice of the disclosure (where lawful and practical to do so) so that the disclosing party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

### **Photography and Recording Restrictions.**

By agreeing to participate you also agree for the purposes of protecting the Intellectual Property Rights of all participants not to record presentations or take photographs during presentations, or otherwise create any visual duplications of products, innovations, inventions, or other intellectual property of participants during 2025 Innovation Nexus Boot Camp without the express written permission of AUA.

### **Release.**

With regard to the AUA's exploitation of the rights granted hereunder (including, without limitation, the use of the Materials or your identity in any advertising, promotional, or marketing materials), you, on behalf of yourself and your heirs, executors, administrators and assigns, hereby irrevocably (a) release, discharge and waive all claims, demands, losses and liabilities of any nature against the AUA that you, your heirs, executors, administrators and assigns had, now have, or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against any of the AUA.

### **Governing Law, Venue, and Jurisdiction.**

Your participation in this activity and any disputes shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of Maryland, without regard to its choice of law and/or conflicts of law principles. You agree that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Maryland. You hereby irrevocably consents to such venue and to the exclusive jurisdiction of any such court over any such dispute.

### **Miscellaneous.**

If any provision herein is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter hereof. These Terms and Conditions may not be modified except by an instrument in writing signed by both parties. You acknowledge that your participation is voluntary and that you are not relying on any promises, representations or other statements that are not contained in these Terms and Conditions.