

Conditions of Participation

The Refractive Surgery Alliance: Refractive Surgeons Committed to the Advancement of Refractive Surgery

WHEREAS selected refractive surgeons have agreed to join together to provide leadership for the growth and development of refractive surgery, under the banner of the “Refractive Surgery Alliance Society”,ⁱ and

WHEREAS the Refractive Surgery Alliance plans to develop initiatives that will be of great interest to other surgeons, the refractive industry and other parties; and

WHEREAS the impact and abilities of the Refractive Surgery Alliance ideas may be compromised if sensitive information is released outside the group; and

WHEREAS such release may compromise the ability of the Refractive Surgery Alliance to achieve its goals; and

WHEREAS the success of the Refractive Surgery Alliance requires collaboration among the members and a cooperative support of the organization;

NOW THEREFORE, in consideration of the shared goals of the Refractive Surgery Alliance, you agree to the following, as a condition of participation in the Refractive Surgery Alliance:

1. Purpose

The purpose of the Refractive Surgery Alliance is:

- To create an alliance of refractive surgeons to provide leadership to take refractive surgery forward through education, research, management, patient care and other activities.
- To grow refractive surgery by growing each member’s practice.

You agree to actively participate in and support the activities of the Refractive Surgery Alliance, and not to impair the abilities of the Refractive Surgery Alliance to achieve this purpose.

2. Confidential Information

a. Definition

The Refractive Surgery Alliance expects to develop programs, teaching materials, initiatives, concepts, and other intellectual property with the intent of positively impacting refractive surgery. During the development of these ideas, the Refractive Surgery Alliance Executive Committee may, from time to time, designate certain information to be confidential. Any information so designated will be clearly identified

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as such, with a description of the information provided in the proceedings and/or minutes of Refractive Surgery Alliance meetings.

b. Protection

As a condition of participation in the Refractive Surgery Alliance, you agree that any such information will be held confidential and not shared with persons who are not members of the Refractive Surgery Alliance, until such time as the Refractive Surgery Alliance Executive Committee agrees that the information is no longer confidential.

c. Scope

This restriction on disclosure of Confidential Information shall not extend to your own medical practice. You are encouraged to apply any and all ideas brought forward by the Refractive Surgery Alliance that you deem worthy of application in your own practice, without restriction.

3. Participation

- a. You agree to participate in the activities of the Refractive Surgery Alliance, including but not limited to some or all of the following: Email Forum discussions, meetings, Symposia, committees and RSA initiatives. You agree that participation is required for maintenance and renewal of membership in the RSA.
- b. You agree to respond to communications from other RSA member within 24 hours, or as soon as practicable, even if only to acknowledge receipt of the correspondence.
- c. You agree not to use information obtained through RSA activities to compete with or otherwise interfere with another RSA member.
- d. You agree to pay all dues and other fees in a timely manner and that failure to pay dues may result loss of RSA membership and all privileges associated with membership, including but not limited to attendance at events, participation in the email Forum, and access to RSA Preferred Vendor pricing.
- e. You agree to visit the practice of at least one RSA member per year and to accept visits from other RSA members to your practice, as much as practicable, and to share your knowledge about refractive surgery and the business of refractive surgery freely with other RSA members.

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4. Penalties for Violations

Violations of the terms in this agreement may result expulsion from the organization, with exclusion from further participation in the Refractive Surgery Alliance, as determine at the sole discretion of the Refractive Surgery Alliance Executive Committee.

Nothing in this agreement shall restrict the rights of individuals in the Refractive Surgery Alliance from pursuing further legal recourse in the event of violations of these Conditions of Participation.

No refund or additional fees or payments of any kind shall be due to the expelled party in the event of expulsion.

I affirm that I have read and agree to be bound by these Conditions for Participation in the Refractive Surgery Alliance:

Print Name: _____

Signature

Date

¹ The Refractive Surgery Alliance Society is a wholly-owned subsidiary of the Refractive Surgery Alliance, Inc., a for-profit Delaware corporation operated on a break-even basis for the benefit of refractive surgeons as much as is practicable with only normal and usual operating and administrative expenses being reimbursed to Refractive Surgery Alliance, Inc.