



Presented by SurgiVision® Consultants, Inc. in collaboration with the Kellogg School of Management at Northwestern University

TERMS AND CONDITIONS OF PARTICIPATION

OVERVIEW

The PHYSICIAN CEO™ program is administered by the Kellogg School of Management of Evanston, Illinois, in collaboration with SurgiVision® Consultants Inc. of Scottsdale, Arizona.

The PHYSICIAN CEO™ program is designed to support physicians in their role as the Chief Executive Officer (CEO) of their practice, venture or foundation. Participation is limited to physicians holding an MD, DO, MBBS or equivalent degree. Emphasis is placed on private practice and private enterprise.

Participants must be board-certified or board-eligible in a recognized medical and/or surgical specialty, though admission is not limited to specific specialties. Indeed, diverse specialty representation is considered one of the strengths of the program. As such, participants may draw from ophthalmology, plastic surgery, cosmetic dermatology, fertility, orthopedics, anti-aging, bariatric surgery, pain medicine, psychiatry, ENT, and concierge medicine physicians, among others. Non-physician administrators, assistants, physician-assistants, residents and other personnel are not eligible to participate.

Class size is limited to 50 participants per program. Applications to the PHYSICIAN CEO™ program are accepted on a rolling basis and are reviewed upon submission until the program fills. Applications are reviewed carefully and admission is based on the several factors, including the applicant's objectives and goals and the perceived potential for the PHYSICIAN CEO™ program to impact the applicant's practice. Early application is encouraged.

LOCATION

The PHYSICIAN CEO™ program takes place at the Kellogg School of Management at Northwestern University, James L. Allen Center, 2169 Campus Drive Evanston, IL 60208 USA unless otherwise noted in the program.

The James L. Allen Center is located on the western shores of Lake Michigan in the heart of Northwestern University's beautiful campus in Evanston, Illinois.

PROGRAM FORMAT AND LOGISTICS

The PHYSICIAN CEO™ program is presented in four Modules. Each Module runs from Saturday evening through Wednesday afternoon. Arrival for each Module is on Saturday by 6 PM, in time for dinner and to participate in the keynote events and group activities that on Saturday evening. Classes begin Sunday morning and run through approximately 3:00 PM on Wednesday.

Modules are scheduled approximately 10 weeks apart, starting in January, with certain adjustments to avoid coinciding with major holidays and professional meetings. Participants are required to attend all four Modules. Participation in selected modules is not permitted.

Optional additional sessions may be scheduled ad hoc at the discretion of the Academic Director.

Digital participation over the Internet is not supported. The program is offered “live”, on the Northwestern University campus in Evanston, Illinois.

PREPARATION AND GROUP ACTIVITIES

Participants will be provided with materials and assignments in advance of each Module. The quality of the participant’s experience depends on the degree to which the materials and assignments have been completed.

Participants will be assigned to study groups on arrival, in keeping with the teaching method of the Kellogg School of Management and other business schools. Groups are carefully structured to ensure a mix of backgrounds, specialties, experience, practice settings and business skills. Most participants report that the group structure is one of the most valued elements of the program and often leads to lifetime associations.

Groups are not competitive, they are collaborative in nature. The success of the group experience relies on the participant’s preparation and assimilation of the pre-assigned materials. More information regarding group organization and processes will be provided as part of the program.

PROGRAM FEES

Program fees include the following:

- All Course Fees: Tuition for all four (4) Modules
- Books & Materials: All program text books, manuscripts, handouts and course materials required by the faculty.
- Online Access: Access to course materials is provided through the Kellogg School of Management at Northwestern University system.
- Lodging: Private room accommodations are provided for each participant within the James L. Allen Center Kellogg Executive Education Center, on the campus of Northwestern University. Your program fee provides four (4) continuous night accommodations with check-in beginning the Saturday late afternoon prior to the start date of each Module. Check-out is on the Wednesday end date of the Module. Rooms are automatically reserved for program participants.

NOTE: Occasionally, demand on the facility requires that participants stay at a nearby hotel, at no additional cost to the participants. In that case, all transportation to and from the James L. Allen Center will be handled by Kellogg at no cost to the participant.

NOTE: No financial credit is given for any overnight missed by the participant for any reason, or for accommodations preceding or extending beyond the defined program Module dates. However, additional night accommodation for the participant may be arranged by the participant, directly with the Kellogg School of Management at Northwestern University, solely at the expense of the participant and at the discretion and direction of the Kellogg School of Management at Northwestern University.

- Meals: All meals - including breakfast, lunch, dinner, breaks and any receptions - for each day of each Module are included in the program fee at no additional charge. Dinner is included on the arrival Saturday preceding each Module. Dinner is not provided on Wednesday, the final day of each Module. Vegetarian options are available at all meals and breaks during the program. All meals, unless otherwise indicated, are prepared by, and served at, the James L. Allen Center.

NOTE: From time-to-time, the participant in the PHYSICIAN CEO™ program may choose to forgo a meal or snack prepared by the James L. Allen Center staff and included in the program fee. No refund is due any participant for any meals/snacks missed, skipped, purchased by participant elsewhere, or in the event of non-attendance on a particular date, hour or Module.

The program fee, or a portion of it, may be considered as a professional expense by the participant's practice. Participants are encouraged to consult their accountants for guidance on the tax-deductible nature of this program fee.

PROGRAM FEE DISCOUNTS

Certain Program Fee Discounts may be provided based on the selection made by the participant at the time of application, and provided a Program Fee Discount is made available by SurgiVision® Consultants, Inc.

Discounts require payments to be received by specific dates. Should a participant not make payment(s) as agreed by the date(s) specified selected Program Fee Discount, the participant agrees to forfeit the Program Fee Discount amount and participant agrees to pay the total program fee.

Any registration deposit made by the participant will be applied to each participant's total balance due after any discount is applied. Program cancellation or postponement of a Module by SurgiVision® Consultants Inc. will not affect the discount amount or payment dates.

The "Program Cancellation and Postponement Policy" will govern any program cancellation(s) and postponement(s).

APPLICATION FEES AND DEPOSITS

Application Fee

No application fee is required.

Program Deposit Fee

Applicants will be notified in writing regarding the admission status into the PHYSICIAN CEO™ program within 30 days of submitting the application.

You will be invoiced upon approval of your application. A \$5,000.00 non-refundable registration deposit is included in your first payment. The first payment is due within 30 days from the invoice date and is required to secure your placement in the PHYSICIAN CEO™ program. Failure to receive timely payment may result in denial of participation.

Late Enrollment

Application made within 90 days of the start date of the PHYSICIAN CEO™ program will be invoiced for the full program fee. Invoiced amount is due within 10 business days of the invoice date, or prior to the start of the first Module, whichever comes first.

Payment Process

All payment must be made in U.S. funds payable to "SurgiVision® Consultants Inc." Arrangements for wire transfer are available. SurgiVision® Consultants Inc. is not responsible for any credit application requirement(s) the participant pursues, nor is SurgiVision® Consultants Inc. responsible for payments to any third party creditors.

ADDITIONAL MATERIALS

Most of the educational materials needed for the PHYSICIAN CEO™ program are provided under the Program Fee, including books, syllabi, access to online resources, food, lodging, etc. as described under "Program Fees."

Items to be provided by the participant include:

- A recent model Laptop with Microsoft Excel installed.
- Any personal items such as toiletries, cell phones.

PROGRAM CANCELLATION AND POSTPONEMENT POLICY

The PHYSICIAN CEO™ program requires a minimum number of participants. Should the minimum enrollment not be reached, SurgiVision® Consultants Inc. will notify participants at least thirty days prior to the scheduled start date of the program. In the event of program cancellation due to lack of enrollment, all fees paid will be fully refunded.

SurgiVision® Consultants Inc. reserves the right to cancel the program at any time for any reason. In the unlikely event of a program cancellation, paid program fees will be refunded, but neither SurgiVision® Consultants Inc. nor the Kellogg School of Management at Northwestern University are responsible for any travel or other related expenses accrued by the program participant.

In the event of an extraordinary circumstance, it may be necessary to reschedule or postpone a Module. If this occurs, advance notice will be given to the participants as soon as is practicable.

PARTICIPANT CANCELLATION POLICY

The PHYSICIAN CEO™ program requires significant advance preparation. If you must cancel your attendance, it is important that you contact us in a timely manner. To receive a full refund of any program fee you have made, notice of cancellation must be received more than 90 days in advance of the program start date. The non-refundable deposit will not be refunded in the event of a cancellation by the participant.

Participants who cancel their attendance less than 90 days in advance of the program start date will not receive a refund but may nominate an acceptable substitute or attend a future offering of the PHYSICIAN CEO™ program if and when the next program is scheduled.

TRANSPORTATION

The participant is responsible for all travel arrangements and all travel related expenses incurred for participation in the program.

HEALTH INSURANCE

It is expected that participants have their own health insurance, valid in the United States. Neither the Kellogg School of Management at Northwestern University nor SurgiVision® Consultants Inc. are responsible for medical expenses incurred by participants during the program.

DRESS CODE AND CONDUCT

Dress code is business casual.

Due to the carefully planned nature of the program, all participants are expected to arrive at the scheduled classes and activities on time. Late arrival may prevent entry until the next session.

The PHYSICIAN CEO™ program is designed for professional development and interaction. Disruptive, abusive, or disrespectful behavior is prohibited and may lead to expulsion from the program at the sole discretion of the program administrators.

In-class use of cell phones and computers for non-classroom related activities is prohibited. Participants who must take emergency calls are asked to leave the classroom. Re-entry into the classroom may be denied and is left to the discretion of the faculty.

PRIVACY POLICY

No audio or videotaping of any kind is permitted of any part of the PHYSICIAN CEO™ program. Copying and distribution of course materials beyond their intended use within the program is strictly prohibited.

It is the policy of the Kellogg School of Management at Northwestern University and SurgiVision® Consultants Inc. not to discriminate against any individual on the basis of race, color, age, religion, national origin, sex, sexual orientation, marital status, disability, or veteran status, in matters of admission, employment, housing, or services, or in the educational programs or activities it operates in accordance with civil rights legislation and the Kellogg School of Management at Northwestern University commitment.

As part of your participation in the PHYSICIAN CEO™ program you hereby grant to Kellogg School of Management at Northwestern University and to SurgiVision® Consultants Inc., their agents, partners, sponsors and designees, all rights and permission to use and reproduce your name, likeness (including

your photograph), biometric information (including professional credentials) and any statements you make in connection with the PHYSICIAN CEO™ program, in any media now existing or hereafter created for research, education, promotional and marketing material purposes. You hereby release and discharge for yourself and your heirs, executors, administrators and assign Kellogg School of Management at Northwestern University and SurgiVision® Consultants Inc., their officers, directors, employees, and agents, from any and all claims and demands arising out of or in connection with the exercise of this grant.

Furthermore, neither the Kellogg School of Management at Northwestern University nor SurgiVision® Consultants Inc., and either of their officers, directors, employees, and agents, shall be found or held liable for any and all claims and/or demands arising out a loss of, or damage to, any personal property, wages of any kind whether current of future, missed, dropped or changes to the program, acts of god, future performance, or other considerations.

CERTIFICATE

The Kellogg School of Management and SurgiVision® Consultants Inc. award a certificate upon successful completion of the PHYSICIAN CEO™ program. In addition, access to certain alumni benefits will be offered by the Kellogg School of Management to participants who complete the PHYSICIAN CEO™ program.

OTHER CONSIDERATIONS

Limitation of Remedy

The participant's only remedy against SurgiVision® Consultants, Inc. and/or the Kellogg School of Management at Northwestern University, or against any employee, agent, contractor, officer, or shareholder of SurgiVision® Consultants, Inc. and/or the Kellogg School of Management at Northwestern University (collectively, the "Exempt Parties") for any reason in association with the PHYSICIAN CEO™ program shall be to withdraw from participation in the PHYSICIAN CEO™ program. The participant will not have and hereby knowingly waives any right it might otherwise have to bring any claim against any Exempt Party for any reason related to this Contract.

The participant specifically and without limiting the scope of the foregoing limitation waives any and all right it may now or in the future have, for itself and/or as a representative of any third party, to sue and/or to initiate any arbitration against any Exempt Party and/or to name any Exempt Party as cross claim defendant or respondent or as a third party defendant or respondent in any arbitration or litigation. The limitations set forth in this Section shall apply to the participant and to any and all person(s) and/or entity(ies) claiming through or under the participant by way of subrogation or otherwise, and shall apply even in instances where a claim is made for damages and/or injuries that were caused or alleged to have been caused by the fault or negligence of an Exempt Party or anyone for whom an Exempt Party is responsible.

No party (SurgiVision® Consultants, Inc., the Kellogg School of Management at Northwestern University, or the participant) shall be liable to the other Party for special, exemplary, indirect, incidental, consequential or punitive damages of any kind or for any reason, including, without limitation, whether such liability is asserted on the basis of contract, tort (including negligence and strict liability) or

otherwise, even if the party has been advised of the possibility of such damages. The essential purpose of this provision is to limit the potential liability of the parties arising out of this agreement.

Arbitration

All claims and disputes arising under or relating to participation in the PHYSICIAN CEO™ program are to be settled by binding arbitration in the state of Illinois. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in educational and intellectual property law matters and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity serving as the arbitrator. An award of arbitration may be confirmed in a court of competent jurisdiction.

Indemnification

The participant shall indemnify, defend, and hold harmless SurgiVision® Consultants, Inc. and Kellogg School of Management at Northwestern University, and their trustees, officers, employees, agents, and staff against any and all costs and liabilities, including without limitation reasonable attorneys' fees and costs arising out of any grossly negligent act or omission of SurgiVision® Consultants, Inc. or its employees or agents in connection with the PHYSICIAN CEO™ program.

Reliance

The participant acknowledges that SurgiVision® Consultants, Inc. and the Kellogg School of Management at Northwestern University rely on the participant's agreement with these Terms and Conditions of Participation in the PHYSICIAN CEO™ program. The participant agrees to be bound by all terms and conditions set forth in this document.

General

These Terms and Conditions of Participation in the PHYSICIAN CEO™ program constitutes the entire agreement between the participant and SurgiVision® Consultants, Inc. / Kellogg School of Management at Northwestern University with respect the PHYSICIAN CEO™ program. If any provision of this agreement is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of this agreement, and the remainder of this agreement shall continue in full force and effect. This agreement shall be governed by the laws of the State of Illinois, U.S.A. without reference to conflict of laws principles. This agreement shall become effective as of the participants submission of the application to participate in the PHYSICIAN CEO™ program, and shall not require signature, and shall not expire.

SurgiVision® Ability to Modify

SurgiVision® Consultants, Inc. shall have the right to change and/or add to these Terms and Conditions of Participation in the PHYSICIAN CEO™ program at any time and to change, discontinue or impose conditions on any function, feature and/or aspect of the PHYSICIAN CEO™ program. This agreement shall be immediately and automatically revoked and replaced upon publication of a revised Terms and

Conditions of Participation in the PHYSICIAN CEO™ program, whether or not the participant acknowledges receipt of the revised Terms and Conditions of Participation in the PHYSICIAN CEO™ program.

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