



GENERAL TERMS AND CONDITIONS OF THE EUROSPINE SPINE TANGO REGISTRY

(formerly labelled AGREEMENT)

between

EUROSPINE, the Spine Society of Europe

c/o Judith Reichert Schild
Seefeldstrasse 16
8610 Uster-Zürich
Switzerland
(the "EUROSPINE")

and

(Your address:)

(the "Participant")

(each a "Party" and together the "Parties")

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1. Participant's Capacity

The Participant can be either an individual or a legal entity. If the Participant is an individual they should be a member of EUROSPINE (in any one of the approved membership categories). If the Participant is a legal entity, it can authorize any of its employees or members of its departments to participate in Spine Tango in accordance with this agreement (such employee or member referred to as "Authorised User") provided that Participant guarantees Authorized Users' compliance with Participant's obligations under this agreement and shall be responsible for any of Participants' Authorised Users's failure to comply with the terms of this agreement, including without limiting the generality of the foregoing, section 13. For legal entities, at least one Authorised User should be a member of EUROSPINE. If Participant does not meet these membership criteria, EUROSPINE membership shall be obtained within 12 months of signature of this agreement.

2. Spine Tango registry

2.1 Mission Statement

The Registry gathers data from international participants to provide across countries performance benchmarking and a collective evidence base of treatment effectiveness, patient safety and best practice. EUROSPINE aims to establish Spine Tango as a standard of care for any patient undergoing spinal surgery.

2.2 Vision

EUROSPINE's vision is to make the Registry the leading spine registry in Europe.

2.3 Background & History Spine Tango

Innovations in spinal surgery demand continuous evidence assessing the efficiency, safety and effectiveness of new techniques and technologies.

Spine Tango, the international Spine Registry of EUROSPINE, was established in 2002 to address this need. Since its inception, there have been a growing number of hospitals and centres participating to the registry.

It is in the interest of patients, surgeons, providers and industry to have in place effective data collection and analysis on implant performance. This enables assessment of real world evidence on the safety and effectiveness of implants and treatments.

Changes in device regulation is driving greater need for high quality longitudinal data on implant performance and outcome. A registry offers opportunity to provide a cost effective mechanism to support this, although to date, there has been a lack of linkage between device and outcome data.

2.4 Major purposes of the registry

The major purposes of the registry are:

- Evidence of performance and quality assurance
 - o of spinal care for individual user, departments, hospitals, national modules,
 - o of spinal care across countries, and
 - o of spinal implants;
- Research.

2.5 Definitions

The Core Outcome Measures Index (COMI) short, multidimensional outcome instrument, with excellent psychometric properties, that has been recommended for use in monitoring the outcome of spinal interventions from the patient's perspective.

The Database is the result of the collection of independently gathered data through the Registry, arranged in a systematic or methodical way.

Spine Tango's Dictionary of Terms refers to documents published on the Spine Tango webpage which provide a glossary of terms used in the Spine Tango data collection tools.

Documentation is the written and/or online descriptions of the Platform's features, functions and methods of operation and (where relevant) the user instructions for the Services made available to the Participant by EUROSPINE and/or the Host.

Currently, Northgate Public Services (UK) Limited (NPS) is the host of the Spine Tango. NPS is an information services provider specialising in secure data collection, data management and informatics services across public sector bodies. Based in the UK, NPS is an NEC Group Company, with offices around the world. EUROSPINE reserves the right to appoint another host of the Spine Tango. EUROSPINE shall inform the Participant about the new host prior to the change becoming effective. NPS or any future host shall be referred to as "Host" throughout this agreement.

Platform is the online platform provided by the Host in order to host Spine Tango.

Software is the online software made available by the Host for use by the Participant as part of the Services.

Spine Tango or Registry is an international, web-based registry of clinical data and outcomes from surgical and conservative spinal interventions.

Spine Tango Task Force is the steering committee of the Registry consisting of an international board of spinal surgeons, non-surgical therapists and researchers. The Task Force is also responsible for representation of the interests of the users to the Executive Committee of EUROSPINE.

2.6 Registry content

Surgery form: Being initially a purely surgical registry, Spine Tango has been developed around one core questionnaire for primary and revision surgeries. The form is suitable for documentation of all spinal pathologies, levels, accesses and surgical techniques and is concise. A follow-up form is also available.

Implant documentation is enabled within the Spine Tango surgery form and is required for implant-based surgery.

Patient-reported outcome: There has been a significant shift in political and consumer requirements for validated surgical outcomes. With this in mind the Core Outcome Measures Index (COMI), originally proposed by R. Deyo et al. (1998), was developed by a group at the Schulthess Clinic and at Balgrist Hospital, Zurich, Switzerland (Mannion AF, Grob D, Boos N et al.) for back and neck pain (two separate instruments) and is now the official outcome instrument for the Spine Tango community. Similar to the physician-based documentation, the COMI is short (7 items), comprehensive and easy for patients to fill in.

Conservative form: The "Spine Tango conservative form" is a documentation form for the most important non-surgical treatment options. One of the main goals in the development of the

conservative form was to enable meaningful comparisons between surgical and conservative patient outcomes.

3. Joining the Spine Tango

The Host will provide remote assistance to all Spine Tango participants, particularly new starters. On-site assistance may additionally be provided to facilitate set-up and training in the use of the system. Charges may be applied for on-site assistance.

4. Participant's right and duties

4.1 Compliance with the General Data Protection Regulation (GDPR) and other rules

The Participant shall ensure that all necessary agreements are obtained from their institution (and can be made available on demand) in respect to any local laws, guidelines, "best practices", ethical requirements, etc. In particular, the Participant is explicitly responsible for obtaining and documenting each patient's informed consent for the use of their data for purposes of research and quality assurance in the Registry and warrants that it has obtained all necessary consents and approvals required for processing all information relating to an identified or identifiable natural person to be processed under this agreement.

Furthermore, the Participant commits to document their cases in the Registry in accordance with good clinical and epidemiological practice standards.

4.2 Requirements for Participant

Participant shall irrevocably and for an indefinite period provide their data to the Registry. For the avoidance of doubt, the Participant hereby agrees by signing this agreement to accept that no data can be withdrawn/removed at a later date, irrespective of Participant's withdrawing for any reason from Spine Tango participation and terminating this agreement. Only data entered and subsequently found to be "fraudulent" will be removed from the data pool. If such data has already been used in existing publications, and has markedly influenced those published findings, this shall be addressed as an addendum in the relevant journal or publication. [The reason for insisting on the retention of all data in the Registry is that any scientific papers that have been published, based on a given data set, must be readily accessible and available should inspection be requested by the publishing journal. Although an electronic copy of the specific dataset will be stored separately in the database, the original data must be traceable within the Registry at all times.] However, removal of clinic related identifiers, such as name and address, and all names of registered colleagues and patients may be performed upon withdrawal of participation and submission of a written request to EUROSPINE.

4.3 Data ownership and use of the data

Each user retains ownership of data they have entered on the Registry and may use them for the purposes of scientific publication or quality assurance. This also applies for groups of users that wish to use their combined data for, inter alia, hospital, multi-centre or national data analysis.

The anonymized data pool is owned by EUROSPINE. Should the Participant have a proposal for a paper that requires/involves data from the whole data pool, a summary of the proposed study shall initially be submitted for approval to the Spine Tango Task Force. If approved, the major participants contributing the data ($\geq 20\%$) for the proposed study shall be invited by the authors to join the study and co-author the paper, conditional upon their effective contribution to the work (i.e., the writing of

the manuscript). The first author shall be the judge of “effective contribution” and the subsequent rights of authorship. Should a dispute arise in relation to “effective contribution” the Spine Tango Task Force shall be the final arbiter whose decision shall be final and binding upon the parties.

Following approval of a study protocol by the Spine Tango Task Force, Participant shall have access to EUROSPINE’s anonymized international data pool for research purposes. The access will be given only for purposes of the approved study and may not be extended to other studies or analyses. Any misuse of the data will result in an immediate termination of this agreement, the exclusion of the Participant from the Spine Tango community and the immediate withdrawal of access to the Registry.

Each Spine Tango based publication shall mention in the Material and Methods section

- EUROSPINE, the Spine Society of Europe, as the owner of the Registry, and
- Northgate Public Services, as the host of the Registry.

Furthermore, all Spine Tango Participants, which contributed data to the study, should be acknowledged by hospital name and country.

Participant shall use a common language for completion of the Spine Tango forms in accordance with the definitions given in the Spine Tango’s Dictionary of Terms. [Adherence to the Spine Tango Dictionary of Terms is important to ensure consistent and systematic data collection, and to avoid any wording/phrasing from being interpreted differently by different users.] Constructive comments and feedback on the dictionary are encouraged and welcomed, especially if Participant encounters any inconsistencies or ambiguities.

Participant is strongly encouraged to use the COMI as a patient-related outcome instrument, given that it is available in the necessary language.

5. Quality of the data and audits

Auditing of the Registry data, including verification of data accuracy and the proportion of total cases submitted to the Registry, is essential to ensure that Registry data is reliable. The Eurospine and the Host will be monitoring the quality of the entered data using regular data analyses and other approaches.

Participant agrees to on-site auditing of their Registry practices at the prior request of EUROSPINE. On site audits may be conducted to measure quality of data documentation, compliance with this agreement and completeness. Participants will receive notice of any audit at least one month in advance. Participant also agrees to on-site auditing by an independent party contracted by EUROSPINE (all independent auditors will be bound by medical confidentiality). As part of any audit, Participant will be required to provide the methodology and means by which they verify the number of cases they have operated upon or treated in a given year (e.g. clinic information system, operating room report, personal agenda, and billing procedure) in order to calculate the percentage of patients with data sets submitted to the Registry.

Honesty, truthfulness and integrity are explicitly required of Participant and all participants in the Registry community. Strict enforcement of EUROSPINE’s standard is essential in order to ensure the integrity of the dataset, and its value to other participants and EUROSPINE. EUROSPINE retains the right to exclude Participant from Registry participation if serious data quality problems are demonstrated through monitoring, and are not corrected during a reasonably long period of time set in the appropriate warnings. In the case of proven fraudulent behaviour the Participant’s entire data set will be removed from the Registry and their current and previous participation will be terminated. Participant’s name will be deleted from the published list of participants. This step will only be taken

after an investigation by the EUROSPINE Executive Committee. The EUROSPINE Executive Committee has discretion to conduct the investigation as it deems appropriate. In the event of such an investigation, Participant must comply with the Executive Committee's requirements and requests.

6. Accreditation

In order to be acknowledged by EUROSPINE as an "Accredited Spine Tango Participant" Participant must comply with the completion rates for data input described below. The final decision for recognition as an "Accredited Spine Tango Participant" will be made by the Spine Tango Task Force based on the data completion compliance proven by an on-site audit.

To be and continue to be acknowledged as an Accredited Spine Tango Participant, Participant must obtain $\geq 80\%$ "case" documentation rate (completeness).

A surgical "case" is defined as a preoperative COMI form, the surgical intervention form, and at least one postoperative COMI and physician follow-up form at an interval of ≥ 3 months after treatment. For the non-surgical participants, a conservative "case" is defined as a pre-treatment COMI form, the conservative treatment form and an end of treatment assessment with a COMI form. Where Accredited Participants already have a set-up in place that relies on other established outcome questionnaires (e.g. Oswestry, RMDQ, NDI etc.) they will not be compelled to change to the COMI form; however, where feasible, they will be encouraged to use the COMI form in addition to their own chosen outcome instrument(s) and must as a minimum include two 0-10 pain scales for axial pain and referred pain. Having at least one instrument in common between all centres (pain scale) will facilitate comparison. It may also allow "calibration" of the data collected using outcome instruments other than the COMI.

Participant may apply to become accredited as an "Accredited Spine Tango Participant" after a minimum of 12 months' participation in the Registry. If Participant believes that they have reached the necessary standards and that these can be maintained in the long term, an application letter must be sent to the Spine Tango Task Force with documented proof indicating the annual surgical or treatment volume (e.g. hospital or departmental annual report). If compliance is deemed inadequate, assistance will be offered in an attempt to remedy the shortcoming. Accreditation will be affirmed on an annual basis.

7. Promotion

The Spine Tango community aims to foster an atmosphere of open exchange, support and assistance for all users. Participants and their administrators are encouraged to share their Spine Tango expertise and know-how with other participants.

8. Benefits for the Participant and duties of EUROSPINE

Each participant has their own database of individual Registry activity for the purposes of, inter alia, quality assurance, outcomes research, and implant monitoring. The database can be exported at any time, for example to perform further statistical analyses beyond those offered by the online statistics. Each individual database is part of the Registry data pool, which means that the work of each participant offers value to the wider community beyond that which it offers to the participant. Benefits of Registry participation include:

Online statistics and benchmarking of local performance with the anonymous data pool of all other Participants is available without the need for any statistical software or data handling knowledge.

Annual Registry report in electronic format (within the 1st quarter of the following year).

Annual hospital report with benchmark in electronic format (within the 1st quarter of the following year).

Annual user report with benchmarking in electronic format (within the 1st quarter of the following year).

Ongoing remote support for the users. On-site support may be available, however, charges may apply.

Access to diverse questionnaire and templates (e.g. study protocol template, informed patient consent template) to assist with participation and research study.

A huge international network of clinicians and researchers, open to collaboration.

Access to EUROSPINE's anonymized international data pool for research purposes.

The EUROSPINE is collaborating with industry stakeholders to establish and maintain an extensive database of spinal implant. The implant database will facilitate compliance with EU medical device regulations.

EUROSPINE commits for continuous development of the Registry to ensure that Participants benefit from the most up-to-date technical solutions and best-practice approaches for Registry processes.

9. Additional benefits for the Accredited Spine Tango Participant

For the period during which the Participant is an Accredited Spine Tango Participant, the Participant shall have access to the following data:

Annual hospital report with benchmark based on the data from Accredited Spine Tango Participants only, in electronic format (within the 1st quarter of the following year).

Annual user report with benchmark based on the data from Accredited Spine Tango Participants only, in electronic format (within the 1st quarter of the following year).

Yearly accreditation with a certificate confirming status as "EUROSPINE Spine Tango Accredited Participant".

All accredited Participants will be listed on the EUROSPINE website and Spine Tango website on an annual basis.

Use of logo indicating status of "EUROSPINE Spine Tango Accredited Participant".

10. User fee

Participation in the Registry and basic services are free of charge. No user fee is collected.

Individual services (technical features, customized reporting, support on-site etc.) for the users may be provided by the Host. Any such services can be arranged through a separate bilateral agreement between the Participant and the EUROSPINE. Similarly, specific requirements regarding technical and content set-up of the Registry (e.g. national modules of the Registry) can be arranged through a separate bilateral agreement between the user and EUROSPINE.

11. Third parties (industry, insurance companies, political bodies, societies etc.).

Any requests for research data from a third party (non-commercial, academic only) must be made to the Spine Tango Task Force. The Spine Tango Task Force will consider the application and any

requirement for further authorisations (e.g. ethical approval). EUROSPINE will also consider potential breaches of GDPR and any other legal or contractual obligation including issues of consent. The data will only be released when the Spine Tango Task Force is satisfied that it is appropriate and legal to do so. Individual raw data shall under no circumstances be released to commercial entities. Individual anonymized raw data may be released to other third parties for research purposes only (with limited use according to the study protocol, and only upon presentation of ethical approval of the responsible authority). For all other purposes only aggregated can be released. Prior to releasing any data to a third party (which would be in an anonymized format), the third party shall agree vis-à-vis EUROSPINE to EUROSPINE's terms and conditions regarding the use of any such data, including the purpose and permitted scope of use.

EUROSPINE explicitly retains the right to provide implant suppliers with standardized reporting for quality assurance purposes using anonymized patient data in aggregated format and to collect fees for such services. EUROSPINE intends to use any income generated through such a reporting service for the following:

- coverage of ongoing Registry costs (including further developments),
- (re)coverage of all previous EUROSPINE's investment into the Registry, and
- reinvestment to develop and build the Registry.

Re-identification of a hospital or a user in such reporting may be allowed based on a written consent from the involved hospital only. Re-identification of an individual patient will not be permitted under any circumstances.

12. Ceasing from participation

Participant is free to cease participation at any time. The Participant's name will remain on the year-list of participants and Accredited Spine Tango Participants published on the website for the years corresponding to the period of participation.

13. Terms of use of the Platform

These are the terms under which the Participant agrees to use the Platform.

By using the Platform, the Participant confirms full acceptance of the terms of use and agrees to comply with them. If the Participant does not agree to these terms of use, the Participant must not use the Platform.

13.1 Changes to these terms

The EUROSPINE may revise these terms of use at any time by amending this section 13. Participant shall be responsible for staying up to date with the terms of use published online. Changes to the terms of use may affect the Participant's Registry practices.

13.2 Accessing the Platform

Participant acknowledges and agrees that neither the Host nor EUROSPINE guarantee that Participant's use of the Platform will be uninterrupted or error-free, or that the Platform, the Documentation and/or the information obtained by Participant through the Platform or the Registry will meet the Participant's requirements.

Participant acknowledges and agrees that neither the Host nor EUROSPINE are responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Participant acknowledges that

the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Participant acknowledges and agrees that the Host' and EUROSPINE's boundary of responsibility for interfaces (i) initiated by the Host to a third party application, ends where a message leaves the Host' architecture; and (ii) initiated by third party applications, starts where a message enters the Host' architecture.

Participant has a non-exclusive, non-transferable right to use the Platform and the Documentation solely for Participant's internal business operations and solely for the term of this agreement. Participant is responsible for making all arrangements necessary to enable access to the Platform. Participant is also responsible for ensuring that all persons who access the Platform through the Participant's internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

13.3 Participant's username and password

Participant will be provided with a unique username and password as part of its security procedures. Participant must treat such information as confidential and must not disclose it to any third party.

Participant acknowledges and agrees that EUROSPINE has the right to disable any username or password, whether chosen by Participant or allocated to them, at any time if in EUROSPINE's reasonable opinion a Participant has failed to comply with any of the provisions of this section 13. The Host shall notify the Participant if any of Participant's Authorised Users have their access disabled in this way

If the Participant knows or suspects that anyone other than the Participant knows a user identification code or password, the Participant must promptly notify the Registry at spinetango@northgateps.com.

13.4 Intellectual property rights

Participant acknowledges and agrees that it shall have no right to any intellectual property rights in the Platform, the Documentation, the Registry including all materials published on the Registry, all reports and results generated or provided during the course of using the Platform. This property is protected by copyright laws and treaties around the world. All such rights of the Host, EUROSPINE and third parties are reserved.

13.5 Third party links and resources in the Host's site

Where EUROSPINE's site contains links to other sites and resources provided by third parties, these links are provided for the Participant's information only. Neither EUROSPINE nor the Host have control over the contents of those sites or resources and therefore the Host and EUROSPINE are not responsible for them.

13.6 Limitations of liability

Except as expressly and specifically provided in these terms of use, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

Participant acknowledges and agrees that the Host' or EUROSPINE's liability under this agreement and in connection with Participant's use of the Registry shall be excluded except as set forth below:

Nothing in these terms of use excludes the liability of the Host and/or EUROSPINE for (a) death or personal injury caused, with respect to the Host's liability by the Host's and with respect to EUROSPINE's liability by EUROSPINE's negligence or (b) for fraud or fraudulent misrepresentation.

Subject to the foregoing in this section, Participant acknowledges and agrees that neither the Host nor EUROSPINE shall be liable whether in tort (including for negligence) for breach of statutory duty, contract, misrepresentation, restitution or otherwise for any loss or damage whatsoever, including (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; or (iv) loss or corruption of data or information; or (v) pure economic loss; or (vi) for any special, indirect or consequential loss, costs, damages, charges or expenses, in each case however arising in relation to the use of the Platform, Documentation and/or Registry.

In no event shall the Host and/or EUROSPINE be liable for any inaccuracy or incompleteness of third party data.

Neither the Host nor EUROSPINE assumes any responsibility for the content of websites linked on the Platform. Such links should not be interpreted as endorsement by the Host and/or EUROSPINE of those linked websites. Neither the Host nor EUROSPINE will be liable for any loss or damage that may arise from Participant's use of them.

13.7 Uploading content from the Platform

Participant shall not upload, access, store, distribute or transmit any material during the course of Participant's use of the Platform that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- in a manner that is otherwise illegal or causes damage or injury to any person or property;

and both the Host and EUROSPINE reserve the right, without liability or prejudice to any other rights the Host and/or EUROSPINE may have against Participant, to disable the Participant's access to the Platform, the Documentation and/or the Registry. The Host and EUROSPINE have the right to remove any content Participant uploads to the platform if, in their opinion, it does not comply with these terms of use.

The Participant warrants that any such contribution made by Participant does comply with those standards, and the Participant will be liable to the Host and/or EUROSPINE and indemnify the Host and/or EUROSPINE for any breach of that warranty.

The Host and/or EUROSPINE also individually have the right to disclose Participant's identity to any third party who is claiming that any content posted or uploaded by Participant to the platform constitutes a violation of their intellectual property rights, or of their right to privacy.

The Host and/or EUROSPINE will not be responsible, or liable to any third party, for the content or accuracy of any content posted by Participant or any other user of the Platform.

13.8 Restriction on use

The Participant shall use data and reports accessed or obtained as a result of using the Platform solely for Participant's own internal business operations and shall not link or combine any such data or reports with any other dataset without EUROSPINE's prior written consent.

13.9 Participants Obligations

Participant shall not

- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform and/or the Documentation, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or the Documentation in any form or media or by any means; or
- access all or any part of the Platform and/or the Documentation in order to build a product or service which competes with the Platform and/or the Documentation; or
- use the Platform and/or the Documentation to provide services to third parties, other than any third parties who are expressly set out by agreement between Participant on the one side and the Host and EUROSPINE on the other side as being permitted to receive and use the Platform and/or the Documentation; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or the Documentation available to any third party except the Participant's Authorised Users; or
- attempt to obtain, or assist third parties in obtaining, access to the Platform and/or the Documentation, other than as provided under this clause 13; or
- access, store, distribute or transmit any viruses during the course of their use of the Platform and/or the Documentation.

14. Patient identifiable data

If the Participant is using and/or accessing the Platform in Participant's capacity as, or on the authorised behalf of, a treating physician (a "Hospital User") Participant will have access to certain patient identifiable data held on the platform. In this regard Participant agrees to treat such personal data in accordance with all applicable rules, codes of practice and guidelines issued from time to time regarding the use of personal data and in particular Participant will:

- keep such personal data confidential and not disclose it to any third party unless required by law; and
- not to copy or process such personal data,

other than for the purposes of that patient's healthcare.

Hospital Users must remove any patient identifiable data from any images or documents prior to uploading them to the platform.

15. Indemnity

The Participant shall indemnify and hold harmless EUROSPINE against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal

fees) arising out of or in connection with the Participant's use of the Services and/or Documentation other than in accordance with the provisions of this agreement, provided that:

- the Participant is given prompt notice of any such claim; and
- EUROSPINE provides reasonable co-operation to the Participant, at the Participant's expense.

If EUROSPINE requests Participant to defend the claim, including, at EUROSPINE's choice, to take over the party position of EUROSPINE, to supplement it or represent it in any kind of proceedings, as provided by the rules of procedure applicable to the proceedings in question, or to settle the claim in, at EUROSPINE's choice, Participant's and/or EUROSPINE's name, and Participant refuses any such request for no reasonable grounds

- EUROSPINE is free to conclude any settlement it reasonably deems fit at Participant's costs;
- Prior to concluding any settlement at Participant's costs, EUROSPINE shall obtain the Participant's consent, such consent not to be unreasonably withheld; and
- Participant accepts that EUROSPINE does not have to prove, in any potential claim against Participant to receive compensation as per this clause, any statement made in any judgment against it.

16. Third-party rights

Nothing in this agreement shall be interpreted or construed as conferring to a party which is not a signatory to this agreement a right to enforce any term of this agreement or as conferring a right to claim to such third party provided, however, that the Host shall have the right to assert rights under this agreement directly to Participant.

17. Applicable law and jurisdiction

This agreement, its subject matter and its validity and any disputes or claims arising out of or in connection with it, including non-contractual disputes or claims, are governed by Swiss law. Participant and the Host both agree to that the courts in Uster, Canton of Zurich, Switzerland will have exclusive jurisdiction to settle all and any dispute or claim that arises out of or in relation to this agreement, its subject matter or its validity, including non-contractual disputes or claims.

18. Notices

Any notice required to be given under this agreement shall be in writing and shall be sent by registered mail or international courier service to the other party to the following address:

If to Participant:

If to EUROSPINE:

EUROSPINE, the Spine Society of Europe
FOA: Judith Reichert Schild
Seefeldstrasse 16
8610 Uster
Switzerland

Address changes have to be notified without delay to the other party. As long as no such notification of change of address is received, notifications hereunder are validly made to the last valid address in accordance with this clause.

19. Duration and terms of termination this agreement

The agreement comes into force upon its signature by both parties. The duration of the agreement is not limited and shall cover all duration of participation of the Participant in the Registry. The agreement can be terminated by either party at any time by giving the other 30 days prior notice.

Execution

EUROSPINE, The Spine Society of Europe**[Name of the organisation / hospital]**

by:

Name: Tim Pigott

Name:

Place, date: Liverpool, 14 March 2019

Place, date:

Capacity: President EUROSPINE

Capacity:

Signature:



Signature:

Name: Everard Munting

Place, date: Ottignies-Louvain-la-Neuve,
14 March 2019

Capacity: Vice President EUROSPINE

Signature:

