

MEDICAL PHOTO CONSENT AND RELEASE FORM

SYLKE, Inc. · 4150 Regents Park Row, Ste 300 · La Jolla, CA 92037

I hereby irrevocably permit, authorize, grant, license, and consent to Sylke Inc., a Delaware Corporation, and its employees, officers, directors, agents, associates, licensees, representatives, successors, and assigns (hereinafter referred to as "SYLKE"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my image, likeness, and/or appearance (hereinafter referred to as "Images"), and all materials created by or on behalf of SYLKE that incorporate any of the foregoing ("Materials") in perpetuity throughout the world in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, without further consent from – or royalty, payment, or other compensation to – me.

I understand the Images may be used for purposes of medical teaching, training, or for marketing and other business and commercial purposes. By way of example only, SYLKE's usage of the Images may include, but is not limited to, the use of pre-operative, intra-operative, and post-operative photographs, slides, and/or video tapes for professional medical purposes deemed appropriate, including but not limited to showing these images on public or commercial television, print, digital, social media, electronic digital networks, for purposes of advertising medical education, patient education, lay publication, or during lectures to medical or lay groups. I agree that any health and medical information included in my Images or that I or my health care provider may share with SYLKE may be used and disclosed for the purposes and as otherwise described in this Medical Photo Consent and Release Form.

By consenting to the Images, I understand I will not be entitled to monetary payment or any other consideration from any party. I further acknowledge that my participation is voluntary and agree that use of any Images confers on me no rights of ownership or royalties whatsoever.

I acknowledge and agree that I have no right to review or approve Materials before they are used by SYLKE. Although the Images will be used without clear identifying information such as my name, I understand that in some circumstances, the Images may portray features that could make my identity more likely recognizable.

I acknowledge and agree that SYLKE has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from SYLKE's editing, alteration, or use of the Materials, or SYLKE's presentation of me. I hold SYLKE harmless from any liability related to use of these Images, including but not limited to holding SYLKE harmless for any third-party use of the Images. SYLKE is the exclusive owner of all rights, including copyright, in the Materials. SYLKE has no obligation to create or use the Materials or to exercise any rights given by this agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses including but not limited to claims for infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from SYLKE's – or any third-parties involved in the creation of or publication of Materials – exercise of its rights under this agreement and/or use of the Images and/or Materials.

In connection with the foregoing waiver and releases, I acknowledge my awareness of and hereby expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I hereby covenant not to make or bring any such Claim against SYLKE and forever release and discharge SYLKE from liability under such Claims.

I understand that SYLKE is relying on this agreement and will incur significant expense in reliance on this agreement. I represent and warrant to SYLKE that I am at least 18 years of age, and I have full right, power, and authority to enter into this agreement and grant the rights granted hereunder. This agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of SYLKE or of any other person on SYLKE's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this agreement. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. SYLKE may assign this agreement and its rights hereunder, in whole or in part, to any party without my consent. This agreement is binding on and inures to my benefit and the benefit of SYLKE and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this agreement will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in San Diego, California, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THIS AGREEMENT PROVIDES SYLKE WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING SYLKE TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR IMAGE, LIKENESS, AND/OR APPEARANCE AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SYLKE.

Print name of patient

Date of birth
MM / DD / YYYY

Provider or practice

Signature of patient

Date
MM / DD / YYYY

AUTHORIZATION TO USE AND DISCLOSE HEALTH INFORMATION

SYLKE, Inc. · 4150 Regents Park Row, Ste 300 · La Jolla, CA 92037

I authorize my doctors and healthcare providers (“My Providers”) associated with my healthcare treatment, procedure and/or medical condition to disclose to Sylke, Inc., its parent company, affiliates, and subsidiaries, and their employees, agents and contractors (collectively, “SYLKE”) my name, photograph, gender, age and information regarding my treatment, medical procedures, care, condition, diagnoses and experiences in connection with my healthcare treatment, procedure and/or medical condition (collectively, “My Information”) for the purposes described below.

I authorize SYLKE to use and disclose My Information for the following purposes: to create, use and distribute promotional, educational, advertising, marketing, and informational content; development and display of digital or electronic advertising, marketing, publications, and promotional materials, or events; distribution of multimedia files (including photography) or other digital files over the Internet including, without limitation, on SYLKE website(s) and social media as further described in the Medical Photo Consent and Release form; and related business purposes.

I understand that this Authorization is voluntary and that my treatment, payment for treatment, health insurance enrollment, or eligibility for benefits will not be affected if I refuse to sign this form. I understand that I may change my mind and take back this Authorization at any time in writing by sending a letter to My Providers or to SYLKE at the address listed below. Revoking this Authorization will prevent future sharing of My Information but will not affect information that already was used and disclosed in reliance on this Authorization. To revoke this Authorization by sending a letter to SYLKE, submit a written request to: SYLKE, Inc., 4150 Regents Park Row, Ste 300, La Jolla, CA, 92037, ATTN: Legal Department/Privacy Officer. I understand that once My Information has been disclosed, it may be subject to redisclosure and no longer protected by federal privacy laws. Unless I expressly revoke it, this Authorization shall remain in effect for three (3) years from the date I sign below, unless an earlier expiration date is required under applicable state law.

You are entitled to a copy of this signed authorization.

Print name of patient

Date of birth
MM / DD / YYYY

Provider or practice

Signature of patient

Date
MM / DD / YYYY