



**American Academy of Ophthalmology and
Turkish Republics Ophthalmology Society**

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5. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

6. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

7. Waiver of Breach. No waiver on behalf of any party of any breach of the provisions of this Agreement shall be effective or binding on such party unless the same shall be expressed in writing, and any waiver so expressed shall not limit or affect such party's rights with respect to any future breach of any of the provisions of this Agreement.

8. Governing Law; Exclusive Jurisdiction. This Agreement shall be deemed to have been made, executed, and delivered in the city of San Francisco, in the State of California, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to California's conflict of laws statute. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in San Francisco County, California. Both parties consent to the exclusive jurisdiction and venue of the courts, state and federal, located in San Francisco, San Francisco County, California.

9. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter of this Agreement. There are no representations, undertakings, or agreements of any kind between the parties respecting the subject matter hereof except those contained in this Agreement. This Agreement may be modified only pursuant to a writing executed by authorized representatives of the parties.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement effective as of the date first written above.

American Academy of Ophthalmology

Turkish Republics Ophthalmology Society

Signature: _____

Signature: _____

By: David W. Parke II, MD

By: Sunay Duman MD

Title: Executive Vice President and CEO

Title: President

Date: _____

Date: _____

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