

AACS TRAINING FELLOW CANDIDATE MATCH AGREEMENT

This Training Fellow Candidate Match Agreement (“**Agreement**”) is by and between the undersigned training fellow candidate (“**Candidate**”) and the American Academy of Cosmetic Surgery, Inc. (“**AACS**”), and is effective as of the date it is executed by Candidate. Candidate and AACS are at times in this Agreement referred to individually as a “Party” and collectively as the “Parties.”

Background

- A.** A fellowship in cosmetic surgery is a post-residency program involving advanced education and training in the art of cosmetic surgery. AACS certifies cosmetic surgery fellowship programs (“**Certified Programs**”) that meet or exceed the requirements set forth in the Program Requirements for Clinical Fellowship Training in General Cosmetic Surgery or the Program Requirements for Clinical Fellowship Training in Facial Cosmetic Surgery (collectively “**Program Requirements**”). AACS’ certification process seeks to ensure the public, the health care community, state medical boards, and medical specialty boards, including, without limitation, the American Board of Cosmetic Surgery (“**ABCS**”) and the American Board of Facial Cosmetic Surgery (“**ABFCS**”), that the Certified Programs include comprehensive education, training, and experience in cosmetic surgery.
- B.** Certified Programs seek highly qualified physicians for their fellowship training programs.
- C.** Candidate is a highly qualified physician who meets or exceeds the prerequisites for fellowship training identified in the applicable Program Requirements (“**Prerequisites**”).
- D.** To facilitate an appropriate match of a Certified Program and a Candidate seeking fellowship training from a Certified Program, AACS offers *its Cosmetic Surgery Fellowship Match Program* (“**Match**”), which it established to: (i) provide an organized and unbiased mechanism for matching the training preferences of Candidates with the preferences of Certified Program’s directors (“**Program Directors**”); (ii) facilitate the confidential match of Candidates to Certified Programs using an electronic and confidential process; (iii) determine a fair and orderly timeline for Candidates and Certified Programs to submit ranking lists that express their respective preferences; (iv) allow Certified Programs to make informed decisions about Candidates in an organized manner and without undue influence; and (v) in conjunction with the Program Requirements, foster the establishment of a binding commitment between the Candidate and the Certified Program.
- E.** Candidate seeks to participate in the Match, which Candidate hopes will lead to being accepted for fellowship training by a Certified Program.

Therefore, in consideration for Candidate’s opportunity to participate in the Match, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

Agreement

- 1. Candidate Application.** Candidate will submit its signed Agreement and Application for Fellowship Training (“**Application**”) to its designated Certified Programs via AACS on a form prescribed by AACS pursuant to the Match Policy (defined below). Upon receipt of a signed Application and Agreement within the due date set forth in the Match Policy, Candidate’s Application will be vetted by AACS to confirm Candidate meets the Prerequisites, and deliver the Applications of those that do to the Certified Programs designated in their Application (“**Designated Programs**”).

2. Matching Process. AACS will receive and address Candidate's Application, and administer the Match, in accordance with the *AACS Certified Fellowship Training Program Match Policy and Procedure* ("Match Policy"), which is incorporated herein by reference.

3. Ranking List. In connection with their Application and pursuant to the Match Policy, Candidate shall also submit a list identifying their Designated Programs in list of preference, the first being their first choice ("Ranking List"), on a form prescribed by AACS. Candidate's submission of their Ranking List will confirm their commitment to participate in the Match and agreement to: (i) accept a fellowship position with a Certified Program if a match result(s); and (ii) begin fellowship training in good faith (i.e., with the intent to complete the training) on the date specified by the Certified Program. Candidates may modify their Ranking List multiple times before the due date prescribed by AACS ("Ranking List Due Date"). Candidates must identify/certify their final Ranking List before the Ranking List Due Date.

4. Due Dates and Match Fees. Due dates for Applications and other actions in connection with the Match are set forth in the Match Policy published on the AACS website at <https://cosmeticsurgery.org/fellowships/process/>. Match Fees shall be payable to AACS in accordance with AACS' published fee schedule. Match Fees are nonrefundable.

5. Candidate Rights and Obligations. Candidate's obligations and rights regarding the Match include, without limitation, the following:

- Candidate must submit their Application and Letters of Recommendation, pay all fees, submit a certified Ranking List, and otherwise comply with all due dates relative to the Match.
- Candidate must comply with the Match Policy and any amendments thereto, which AACS may adopt from time to time.
- Candidate must conduct their affairs in an ethical, professional, and responsible manner throughout the Application and matching process.
- Candidate must ensure the completeness, timeliness, and accuracy of all information provided to AACS and Designated Programs.
- Candidate has the right to: (i) freely investigate all programs participating in the Match; (ii) keep confidential all information pertaining to the names and identities of Certified Programs to which they applied or may apply; (iii) keep confidential all information pertaining to offers and acceptance of interviews; and (iv) keep confidential all information pertaining to their ranking preferences.
- Candidate has the right to be free of persuasion and should report to AACS any violations of these rights. Without limiting the foregoing, Certified Programs are not authorized to: (i) request that Candidates reveal the numbers, names, specialties, geographic locations, or other identifying information about any Certified Program(s) to which they applied or may apply or with which they interviewed or may interview; (ii) request that Candidates reveal their Ranking Lists; (iii) suggest or inform Candidates that placement on a Ranking List is contingent upon submission of a verbal, electronic, or written statement indicating the Candidate's Ranking List; or (iv) have any written, electronic, or verbal contact with a Candidate not matched into their Certified Program for the purpose of offering an interview, offering placement in the Certified program, or requesting the Candidate apply to a Certified program.
- Matched Candidate (and Certified Programs) may freely communicate and initiate the onboarding processes after being notified by AACS of match results.

6. Candidate Representations and Acknowledgments. Candidate represents and warrants that all of the information provided, or that will be provided, by Candidate in the Application and to their

Designated Programs is complete, timely, and accurate to the best of Candidate's knowledge at the time such information was or will be provided. Candidate further represents, acknowledges, and agrees: (i) AACS is not an employment placement service and does not oversee the terms of any contract between Candidate and any Certified Programs; (ii) AACS does not oversee or conduct services related to the Application other than as set forth in Section 2 above; (iii) Certified Programs are solely responsible for establishing and communicating all program and institutional eligibility requirements for any fellowship position; and (iv) all communications from AACS will be transmitted electronically to the email address provided by Candidate at the time they deliver the Application to AACS (or through an updated email address provided by Candidate to said email address).

7. Withdrawal. Candidate may not withdraw from the Match after the Ranking List Due Date. AACS may remove any Candidate from the Match at any time it deems necessary and/or appropriate in its sole discretion.

8. Disclaimers. Candidate acknowledges that if, and to the extent, any fee is charged by AACS for their participation in the Match, it does not include consideration for any assumption by AACS of the risk of any damages that may arise in connection with any Certified Program's or Candidate's participation in the Match. Candidate agrees that neither AACS nor any trustee, director, officer, employee, affiliate, or agent of AACS, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, regardless of the cause, that may arise out of, or be in any way related to the Match, the results of any match, the manner in which the match is administered, the erroneous transmission of any data or the transmission of any erroneous data; any failure or delay suffered or allegedly suffered by any Party in receiving or sending any Ranking List or other information, however caused; or any other cause in connection with the furnishing of services or notices by AACS. NEITHER AACS NOR ANY OF ITS TRUSTEES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SERVICES, THE MATCH, OR TO THE ACCURACY, COMPLETENESS, SECURITY, TIMELINESS, OR RELIABILITY OF THE INFORMATION TO WHICH ANY PARTY HAS ACCESS OR WHICH ANY PARTY TRANSMITS OR RECEIVES IN CONNECTION WITH THE MATCH. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. No oral or written information or advice given by AACS, or any of its trustees, directors, officers, agents, affiliates, or employees will create a warranty, and no Party may rely on any such information or advice.

9. Limitation of Liability. IN NO EVENT WILL AACS BE LIABLE FOR ANY DAMAGES AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF AACS IRRESPECTIVE OF WHETHER THE INJURED PARTY IS A CANDIDATE, CERTIFIED PROGRAM, OR A THIRD PARTY.

10. Notice. All notices contemplated by this Agreement shall be in writing delivered by email to the following email addresses:

If to Candidate:

To the email address identified
in Candidate's Application

If to AACS:

Victoria Ceh, MPA, CEO/Executive
Director
vceh@cosmeticsurgery.org
and
Kelly Van Zandt, Program Manager
kvanzandt@cosmeticsurgery.org

The above addresses may be changed by providing notice to the other Party of the new email address in accordance with this Section. Any notices or documents received by AACS after the relevant due dates

will not be considered.

11. Governing Law and Jurisdiction. The laws of the State of Illinois, U.S., excluding the State of Illinois' choice of law rules, govern this Agreement. A Party shall institute any cause of action relating to this Agreement in the US District Court for the Northern District of Illinois, or the Illinois state courts located in Cook County, Illinois. The Parties submit to the exclusive jurisdiction of these courts.

12. General. The headings of the Sections of this Agreement were inserted for convenience only and shall in no way restrict or otherwise affect the construction of the terms of this Agreement. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to achieve the purpose originally intended, if possible, and the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and are to be enforced to the maximum extent permitted by law. Failure of any Party to act or exercise its rights under this Agreement upon the breach of any terms hereof by any other Party is not to be construed as a waiver of such a breach or prevent such Party from later enforcing compliance with any or all the terms hereof. This Agreement contains the entire agreement between the Parties with respect to the Match and its results. Any representations, promises, or conditions not incorporated in this Agreement will not be binding upon any of the Parties. No modification of this Agreement shall be effective unless in writing and executed by the Party against whom it is to be enforced.

The undersigned hereby represent and acknowledge that they read this Agreement, understand its contents, had an opportunity to review it with an attorney, and are executing this Agreement as a free and voluntary act on behalf of the named Parties.

CANDIDATE

Signature

Print Name

Date

**AMERICAN ACADEMY OF
COSMETIC SURGERY**

By:

Victoria Ceh

Signature

**Victoria Ceh, MPA, CEO/Executive
Director**

Print Name and Title

12/29/25

Date