



Marketing Material Terms and Conditions

Marketing Material Terms and Conditions Tympa Health Technologies Ltd and its licensors are the exclusive owners of the Trademarks and Marketing Assets (posters, leaflets, videos, animations and any other such branded items hereinafter called “Marketing Materials”) which may be used by the Partner hereunder. The Partner may only use such Trademarks and Assets in accordance with the restrictions and limitations set forth in these Marketing Material terms and conditions. Neither these Marketing Material terms and conditions nor the Partner’s use of such Trademarks shall convey to the Partner any right or title to said Trademarks or affect in any way the exclusive ownership of Tympa Health Technologies Ltd and its licensors of said Trademarks and of any registrations thereof, and all use of such Trademarks and all goodwill arising therefrom shall be for the sole benefit of and on behalf of Tympa Health Technologies Ltd and its licensors.

The Partner should only use the Marketing Materials and Trademarks in relation to marketing of the Services as permitted and strictly in accordance set out by these Marketing Material terms and conditions. All Marketing Materials and Trademarks must remain intact and may not be modified without explicit written permission from Tympa Health Technologies Ltd. The Partner is solely responsible for the consequences of any misuse of Tympa Health Technologies Ltd assets.

Tympa Health Technologies Ltd authorises the Partner to use the supplied Marketing Materials and Trademarks solely for the purpose of promoting Tympa Health Technologies Ltd services and any usage will be in accordance with the reasonable directions and prior written consent of Tympa Health Technologies Ltd.

These Marketing and Branding Terms shall be valid during the term of the Partner Agreement. Immediately upon the termination or expiry of the Partner Agreement, the Partner shall (i) discontinue all use of the Trademarks, and Marketing Materials (ii) at Tympa Health Technologies Ltd’s option, destroy or return to Tympa Health Technologies Ltd all Marketing Materials and other materials containing the Trademarks. Notwithstanding the foregoing, and provided that termination did not result from the Partner’s breach of these Marketing Material terms and conditions or any provision of the Partner Agreement, Tympa Health Technologies Ltd may in sole discretion by written authorisation permit the Partner to continue using the Trademarks and Marketing Materials for an agreed length of time.

The Partner is granted use of Tympa Health Technologies Ltd brochures, leaflets, posters, animations and other Marketing Materials and literature that mention Tympa Health Technologies Ltd for the promotion of the Tympa System and other related Tympa Health Technologies Ltd Services. Such Marketing Materials shall only be used with the prior written approval of Tympa Health Technologies Ltd.

Similarly, the Partner shall not use or alter in any way any Marketing Materials supplied by or related to Tympa Health Technologies Ltd without the prior written consent of Tympa Health

Technologies Ltd. The Partner shall not use any such marketing materials related to Tympa Health Technologies Ltd products that have not been approved by Tympa Health Technologies Ltd. All uses by the Partner of decals, signs, printed and broadcast materials and other Marketing Materials must be in conformity with the requirements of Tympa Health Technologies Ltd. You will not at any time do, or cause to be done, any act or deed in any way impairing or intended to impair Tympa Health Technologies Ltd's exclusive right, title and interest in and to its respective protected Trademarks.

These Marketing Material terms and conditions of use related to Tympa Health Technologies Ltd Marketing Materials and assets is a legal agreement between you (in your capacity as an individual and as an agent for your company, institution or other entity) (collectively, "you" or "Partner") and Tympa Health Technologies Ltd.

Downloading, displaying, using, or copying of an image by you or by a third party on your behalf indicates your agreement to be bound by the terms and conditions of the Partner Agreement. You agree that the materials, images, video, selected by you may be used for commercial purposes whilst you remain a customer of Tympa Health Technologies Ltd. This Marketing Material terms and conditions agreement sets forth the understanding of both parties and supersedes any and all written or verbal agreements between the parties related to the subject matter hereof. Any amendment to this Agreement must be in writing signed by a duly authorised officer or representative of the parties.

This agreement is for your protection as well as that of Tympa Health Technologies Ltd. During the term of this Agreement and at all times thereafter, neither party will disparage, including but not limited to slander, libel, misrepresent, injure the reputation of the other, directly or indirectly.