



MECOMED CERTIFIED PARTNER LOGO LICENSE AGREEMENT

This Agreement including the appendix ("the Agreement"), constitutes the Mecomed Certified Partner Logo License provided to the Certified Partner by Mecomed.

The Certified Partner (as defined here below) and Mecomed agree that the Certified Partner's signature on the present Agreement indicated the approval of the below terms and conditions including the attached appendix.

Certified Partner:

Name:

Address:

Attention:

Article 1. Definitions

- 1.1 "Mecomed Code of Ethical Business Practice" or "Mecomed Code" shall mean the Mecomed Code of Ethical Business Practice that entered into force on 1 January 2018.
- 1.2 "Certified Partner" shall mean the Party that is licensed to use the Logo under this Agreement after it has successfully fulfilled the Mecomed Certification application requirements and signed the present Agreement.
- 1.3 "Mecomed Certified Partner Logo" or "Logo" shall mean the logo in the form as provided in Appendix I.
- 1.4 "Mecomed Certification" shall mean the certification initiative and self-assessment test on the Mecomed Code as set out on the Mecomed website.
- 1.5 "Territory" shall mean the countries under Mecomed's geographical area.
- 1.6 "Mecomed" shall mean Mecomed Middle East and Africa, incorporated as a non-profit professional association at Dubai Healthcare City, United Arab Emirates, with its registered office EO01, Floor 2, Block C, Bldg. 27 and operating under the commercial license 853
- 1.7 "Part-y or -ies" shall mean Mecomed and/or the Certified Partner signatory of the present Agreement.

Article 2. Grant of License

- 2.1 Mecomed grants the Certified Partner a revocable, non-transferable, non-assignable, nonexclusive license to use the Logo in the Territory during the term of this Agreement.
- 2.2 The right to use the Logo is subject to the Certified Partner making the official commitment to the Mecomed Certification in the present Agreement, successful outcome of the Mecomed Certification, and the Certified Partner's ongoing compliance with the Mecomed Code of Ethical Business Practice.
- 2.3 The Logo may only be used by the Certified Partner in its unaltered version. It may only be used on conference/educational events' materials that have been vetted compliant by the Conference Vetting System, business cards, stationery, displays at conferences and congresses that have been vetted



compliant by the Conference Vetting System, Certified Partner's website as well as other materials in order to promote the ethical image of the Certified Partner in its interaction with medical technology industry.

- 2.4 The Logo may not be used by the Certified Partner for purposes other than those in Article 2.3.
- 2.5 For the avoidance of doubt, the license to use the Logo does not entail any liability whatsoever on Mecomed and Mecomed shall not be held liable for any activity or misconduct of the Certified Partner. The license to use the Logo is valid for the duration mentioned here below and should not by any means be interpreted as a confirmation or guarantee of compliance of the Certified Partner with the Mecomed Code of Ethical Business Practice.

Article 3. Official Commitment to the Mecomed Certified Partner:

The signatory attests that, as of the Commencement Date, the Certified Partner commits to abide by the principles of the Mecomed Code of Ethical Business Practice, in particular, but not limited to:

- a) The Certified Partner will organize its Educational Events in accordance with the rules of the Mecomed Code; and
- b) The Certified Partner will require that its employees and other individuals acting on its behalf comply with the Mecomed Code when interacting with medical technology industry in the Territory;

Article 4. Duration

The duration of this License Agreement is correlated to the validity of Mecomed Certification and shall remain in force for a duration of two (2) years from the date of signature of the present Agreement unless terminated earlier in accordance with Article 6.

Any subsequent renewals shall be subject to a successful outcome of a new Mecomed Certification and a new official commitment to the Mecomed Certified Partner.

Article 5. License Fee

Mecomed agrees to bear the costs related to Mecomed Certification and therefore, the license is hereby granted free of charge to the Certified Partner.

Article 6. Termination

- 6.1 Notwithstanding Article 4 of this Agreement, Mecomed shall have the right to terminate this Agreement by written notice effective immediately, without compensation whatsoever, at any time if any of the following events occur:
- a. the Certified Partner materially breaches any of its obligations under this Agreement and, such breach, default or inability is not cured within 30 (thirty) days after notice; or
 - b. the Certified Partner, any of its directors or employees, are under investigation or convicted of charges involving corruption, bribery, fraud or similar infringements.
 - c. Mecomed receives evidence that the Certified Partner is in infringement of the Mecomed Code and after Mecomed's verification this is confirmed.
 - d. the Certified Partner, any of its directors or employees, are involved in any news, media or reputational challenges that may impact the credibility or reputation of Mecomed or its Certification program.
- 6.2 The Certified Partner may terminate this Agreement for any reason at the end of the First Contract Year by giving not less than thirty (30) days prior written notice to Mecomed.



- 6.3 Upon expiration or termination of this Agreement for any reason, the Certified Partner shall immediately cease using the Logo and, upon written request by Mecomed, provide evidence thereof to the Mecomed.

Article 7. Suspension

The Agreement may be suspended at Mecomed's discretion immediately and without any compensation whatsoever, in the event that charges should be filed against the Certified Partner, any of its directors or employees, alleging corruption, bribery, fraud or similar infringements.

In the event of such suspension, the Certified Partner shall immediately cease, at the written request of MedTech Europe, to use the Logo for the duration of suspension.

Article 8. Miscellaneous

- 8.1 This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

- 8.2 Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both Parties.

- 8.3 All notices and other forms of communication required under this Agreement must be in writing and delivered or sent to the receiving party (i) by hand through a reputable courier service, or (ii) by registered mail (return receipt requested) to the address indicated in the present Agreement.

Any notice shall be considered to have been delivered to the receiving Party's address on the date of delivery if delivered in person and 3 working days following the date of mailing if sent by registered mail.

- 8.4 The Certified Partner agrees to grant Mecomed a right to display its name and logo on the dedicated area of the Mecomed websites listing all Certified Partner organizations.

Article 9. Choice of Law and Jurisdiction

- 9.1 This Agreement and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the laws of the United Arab Emirates.

- 9.2 The Parties irrevocably agree that the courts of Dubai, United Arab Emirates have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.



This Agreement is valid and legally binding by the signature of the Certified Partner here below,

ACKNOWLEDGED AND AGREED,

FOR AND ON BEHALF OF CERTIFIED PARTNER

Name:

Title:

Date:

Signature:



**APPENDIX I MECOMED CERTIFIED PARTNER LOGO
("Logo")**