



TLA

TRADEMARK LICENSING AGREEMENT

This TRADEMARK LICENSING AGREEMENT (the “**TLA**”) is entered into by and between **SmartHealth PayCard, LLC (“SHPC”)**, and the party set forth on the signature page to the Agreement, as defined below (the “**Company**”), effective as of the date set forth on the signature page (the “**TLA Effective Date**”). This TLA is subject to and incorporates the terms and conditions of the MASTER MARKETING AGREEMENT by and between SHPC and the Company dated effective as of _____, 2020 (the “**Agreement**”).

In consideration of the mutual terms, provisions, covenants, conditions, understandings, and agreements set forth here in this TLA and in the Agreement, the Parties agree that this TLA addresses the SmartHealth PayCard Goods and Products (collectively, “**Products**”) and Services (“**Services**”) to be provided to the Company by SHPC during the term of the Agreement.

- 1) **THE MARKS.** SHPC has the sole right and authority to enter into an agreement, to use, license and grant the rights hereunder in the trademarks SMARTHEALTH PAYCARD and HEALTHCARE PAYCARD. Collectively, the marks SMARTHEALTH PAYCARD and HEALTHCARE PAYCARD, together with the name, approved likeness, approved silhouette and voice of SMARTHEALTH PAYCARD and HEALTHCARE PAYCARD shall be referred to herein as the "Marks". Pursuant to the Master Marketing Agreement, SHPC has agreed to license the Marks to Company.
- 2) **RIGHTS TO USE MARKS:** SHPC grants Company non-exclusive rights to use the Marks for only specified purposes and in accordance with the terms and conditions set forth in the Master Marketing Agreement. These non-exclusive rights to use the Marks are non-transferable, except to brokers and subcontractors that execute the Joinder Agreement in the form attached as Annex 1, subject to the right of SHPC to reject any broker or subcontractor in its sole discretion. Except as otherwise provided for herein, SHPC shall not object to, oppose or otherwise seek to limit in any way Company’s exercise of the agreed upon Rights.
- 3) **RETAINED RIGHTS:** HealthCare PayCard, LLC (“**HCPC**”) is a sole and exclusive owner of the Marks. SHPC shall retain all rights, titles, claims, interests and privileges to use and license the Marks, free and clear of any liens, security interests, encumbrances, rights or restrictions. Company shall not object to, oppose or otherwise limit SHPC’s or HCPC’s use of the Marks in any way, including sell, trade, transfer, convey, assign, and license the Marks to another party. The parties agree that their respective uses of the Marks are not likely to cause confusion, mistake, or deception as to the source or sponsorship of each of the parties’ Products and Services. The parties agree that in the event that any confusion arises from their respective use of the Marks, they will cooperate and find ways to eliminate or minimize the confusion, without the obligation for either party to cease or further restrict their respective uses of the Marks.



- 4) **EXISTING THIRD-PARTY RIGHTS TO THE MARKS:** Company acknowledges that its rights in and to the Marks are subject to any existing third-party rights to SHPC or HCPC.
- 5) **QUALITY CONTROL:** The quality of all of the Services and Products in connection with which Company uses the Marks shall equal or exceed the quality of the Services and Products in connection with which the Marks are currently used by SHPC. As a sole and exclusive owner of the Marks, HCPC has the absolute control to the quality of all the Services and Products and shall provide a written objection to any party that does not meet or exceed HCPC's standard. SHPC shall ensure Company adheres to quality control. Without limiting the foregoing, any marketing of the Services and Products, including advertisement, commercial or infomercial produced in connection with any Services and Products shall be truthful and shall not mislead consumers in any manner whatsoever, and, in the event SHPC changes any existing marketing plan conveyed to Company pursuant to the Master Marketing Agreement in any manner whatsoever, the resulting marketing of the Services and Products shall also be truthful and shall not mislead consumers in any manner whatsoever.
- 6) **REPRODUCTION OF THE MARKS:** Company shall accurately reproduce the Marks. No partial version of the Marks, or any fragments thereof, nor any modified or derivative version of the Marks, may be used at any time for any purpose without the express written consent of HCPC in each instance. Company shall not combine any other trademark, service mark or trade name with the Marks, without the express prior written consent of HCPC in each instance. HCPC shall have the right to inspect and approve in writing (which approval shall not be unreasonably withheld or delayed) the Products and all packaging and marketing materials to be used in connection therewith prior to their introduction into the market to ensure that they are in compliance with the provisions of this paragraph.
- 7) **REGISTRATION AND PROTECTION OF THE MARKS:** Company shall reasonably cooperate with HCPC in protecting all rights in and to the Marks. Notwithstanding the foregoing, in no event shall Company be required to bear any costs or incur any expenses in connection with the protection of the Marks.
- 8) **APPROVAL RIGHTS:** All uses of the Marks for any purpose must be approved by HCPC, including without limitation in connection with the quality of the Services and Products, packaging and the quality of the packaging, advertising and the quality of the advertising and displays and the quality of the displays, but such approval is not to be unreasonably withheld or delayed. In the event that Company does not receive such express written approval within ten (10) business days after submission of a proposed use to HCPC, such use shall be deemed disapproved. Without limiting the circumstances under which HCPC may withhold its approval, the parties agree that it would be reasonable for HCPC



to withhold its approval with respect to a use of the Marks which is, in HCPC's good faith judgment, inconsistent with the identity of SHPC or HCPC or where the Marks are to be used for Products that are, in HCPC's good faith judgment, inferior to existing Products marketed and/or sold by Company or the Company's Entities.