



## PRACTITIONER LICENCE AGREEMENT

between

MERZ PHARMA CANADA LTD. ("Merz Pharma Canada")

and

\_\_\_\_\_ ("Licensee")

**WHEREAS** Merz Pharma Canada is a licensee of the Merz trademarks identified at "**Schedule A**", as amended from time to time (hereinafter referred to as the "Marks"), and the Licensee desires to use the Marks in association with its professional medical services business ("Licensee Business");

**NOW THEREFORE** in consideration of the promises contained herein and other good and valuable consideration, the parties agree to this practitioner licence agreement ("Agreement") as follows:

### 1. LICENCE

Merz Pharma Canada hereby grants to Licensee a revocable, personal, non-assignable, non-transferable, non-sub-licensable, non-exclusive licence to use the Marks in Canada in association with the Licensee Business in accordance with any conditions as or limits provided from time to time in writing by Merz Pharma Canada. Licensee acknowledges Merz Pharma Canada's right to control the character and quality of the products and services associated with the Marks, and agrees to use the Marks only in association with the Licensee Business and only in a manner strictly compliant with all applicable laws.

### 2. INDEMNIFICATION

Licensee will indemnify and save harmless Merz Pharma Canada, its affiliated companies and their respective employees, officers and directors ("Indemnified Parties") from and against any and all claims, actions, liabilities, damages, losses, suits, judgments, costs and expenses including all legal fees, causes of action or any other claims and demands of whatsoever nature and kind, suffered or incurred by any of the Indemnified Parties as a result of, based upon or arising out of, directly or indirectly (a) any infringement or alleged infringement of any intellectual property right of any third party by Licensee, except in respect of rights in the Marks; (b) any failure by Licensee to fulfill its obligations as set out herein, including its obligations to comply with all applicable laws; and (c) any willful act, omission or negligence or any breach on the part of Licensee its agents, directors, officers, servants, contractors or employees.

### 3. TERM, TERMINATION, EXPIRATION

This Agreement shall be in effect for a period of two (2) years (the "Term"), subject to early termination by either party effective immediately upon written notice by such party to the other party. Upon the expiration or termination of this Agreement, Licensee shall cease all use of the Marks and thereafter shall not use the Marks.

### 4. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid registered mail, or sent by facsimile transmittal addressed:

For Merz Pharma Canada  
5515 North Service Road, Suite 202  
Burlington, ON L7L 6G4  
Attention: Bob Bennett  
905-315-1194

For Licensee:

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Attention: \_\_\_\_\_ Fax: \_\_\_\_\_

## 5. CONFIDENTIALITY

During and after the Term neither party shall disclose to anyone, without the prior written consent of the other, the terms of this Agreement, or any business plans, results, intellectual property, customer information, product information, trade practices or any other business information of the other party, which has been divulged to such party by the other party hereto during the Term of the Agreement, except that, such obligations of confidentiality shall not be applicable to information: (a) which was in the possession of the receiving party free of any obligation of confidence or was in the public domain at the time it was communicated to the receiving party, at no fault of the receiving party; (b) which was rightfully communicated to the receiving party free of any obligations of confidence, or entered the public domain subsequent to the time it was communicated to the receiving party at no fault of the receiving party; (c) which is disclosed to a third party by the receiving party with the written approval of the furnishing party; or (d) which is required to be disclosed under operation of the law or under an order issued by a court with lawful jurisdiction.

## 6. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts or laws principles, and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

### MERZ PHARMA CANADA

_____	_____
	(Licensee Name)
_____	_____
Bob Bennett	(Name)
President	_____
	(Title)
_____	_____
(Date)	(Date)

### SCHEDULE "A"

#### Trademark

#### Canadian Intellectual Property Office Reference No.

1. MERZ

1. TMA199461

2.

2. TMA666255



3. XEOMIN COSMETIC

3. TMA904634

4. RADIESSE

4. TMA699328

5. BELOTERO

5. TMA913253

6. ULTHERA

6. TMA775733

7. NEOCUTIS

7. 1108465

8. CELLFINA

8. TMA973472