**Permission to USE COLOPLAST WORKS and TRADEMARKS Request Form.**

Complete this form if you would like permission to use a presentation, video, product or training materials, image, trademark, service mark, materials protected by copyright or other intellectual property (Works) owned by Coloplast A/S, Coloplast Corp. or its affiliates. Please read these directions carefully and then complete all appropriate sections. Incomplete forms will be returned to the requester. Please provide as much detail as you can. Additionally, please read through all of the Terms and Conditions for Permission to Use Coloplast Works and Trademarks Request Form (“Terms and Conditions”) before signing this Request Form, as failure to comply may subject you to legal liability.

**Requestor contact information**                                  **Coloplast Contact Person**

Attn: {firstname} {lastname}

{enter company name}

{enter street address here}

{enter city, state and zip here}

**How do you intend to use the WORKS? what content do you expect to create or USE with COLOPLAST CONTENT? (Check appropriate boxes below)**

1. **(\_\_\_) Video, Presentation, or product materials for use**

**internally or on the website of a (check one below)**

 **(\_\_\_) medical clinic (\_\_\_) Ambulatory Surgical Center**

 **(\_\_\_) Hospital (\_\_\_) Academic Medical Center**

 **( ) Home health or rehabilitiation facility**

 **( ) Distributor/dealer**

 **( ) other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **(\_\_\_) images or video used for a presentation**

1. **(\_\_\_) Images Used for a journal Article**
2. **(\_\_\_) images used for a textbook**
3. **(\_\_\_) Images Used for a NEWSLETTER**
4. **(\_\_\_) images used for AN ADVERTISEMENT**

**Name or Description of Image, Presentation, video, or Product Materials Requested FOR USE (provide a brief description here, and provide MORE detail in Exhibit A)**

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**who is your intended audience? Who do you expect to see THE materials YOU CREATE WITH THE WORKS?**

(E.g., Physicians or nurses in your specialty, patients, other physicians or patients, medical students, etc.):

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**Any additional information or details about intended use OF THE WORKS:**

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Coloplast Corp. on behalf of itself, its parent, subsidiaries, and affiliates (collectively “Coloplast”) agrees to provide to you, or to the Company, organization or individual signing below (collectively “You” or “Your”), certain product images, names, descriptions, images, specifications, videos, presentations, materials, content, claims and text (hereinafter “Works” or Trademarks”) defined and described above for Your use as specified above. Coloplast agrees to provide to you the Works and Trademarks in exchange for and subject to your agreement to the Terms and Conditions stated below.

By signing here, the individual, organization, or Company and its employees, agents, affiliates, and all personnel agree to the Terms and Conditions listed below this Permission to Use Request Form, which govern Your use of the Works and Trademarks described above.

Coloplast Corp. Company:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:       Name:

Title:       Title:

Date:       Date:

**TERMS AND CONDITIONS FOR PERMISSION TO USE COLOPLAST WORKS AND TRADEMARKS REQUEST FORM**

1. License: Coloplast grants to You, subject to the terms and conditions herein, a non-exclusive, non-transferable limited license to reproduce the Works and to use the Trademarks as listed and described in the above request form and as further described in Exhibit A (“Authorized Use”). You agree there will be no modification of materials other than adjusting in size without our consent. You agree there will be no display of Coloplast’s works, materials, trademarks, images, content, products, or logo on any web page or other media without express written consent, except as already a part of the Works or Trademarks. Any Works or Trademarks in electronic media shall be accessible only as a screen display and not as individual files. Specifically, you shall ensure that it will not be possible for a third party to duplicate or otherwise reproduce the Works or Trademarks in the normal course of viewing the electronic media as part of Your Authorized Use.

2. Title: Except for the rights granted herein, you agree and acknowledge that Coloplast owns all right, title, and interest in and to the Works or Trademarks and all content contained therein, and that no title to the Works or Trademarks or ownership of any related intellectual property rights is transferred from Coloplast to You.

3. Term: The term of these Terms and Conditions will commence upon Your signing of the above Request Form and will expire three (3) years from the commencement of the Term, unless renewed by the parties for another three (3) years or terminated earlier pursuant to the terms contained herein.

4. Termination: If any terms or conditions are violated by You, Coloplast may terminate the license and right to use by giving no less than five (5) days prior written notice to You. In addition, Coloplast may terminate any licenses granted herein at any time for any reason by giving no less than thirty (30) days prior written notice. You may terminate Your use or the licenses granted herein at any time upon written notice to Coloplast. Upon termination of the license, You shall return to Coloplast or securely and completely destroy all of the Works and Trademarks, including any copies thereof, and immediately cease the use, reproduction and display of the Works and Trademarks.

5. Use and Revocation of Works or Trademarks: Coloplast reserves the right to revoke at any time any permission it has granted to You in the event Your use of the Works or Trademarks does not conform with these Terms and Conditions. You agree that You may not use, reproduce, distribute, discuss, depict, or display the Works or Trademarks to refer or promote for uses that are not approved or cleared by the Food and Drug Administration and You may not display, reproduce, distribute, or use the Works or Trademarks in any way that may be deemed obscene, defamatory, harassing, grossly offensive or malicious.

6. You will not copy, display, or otherwise use the Works or Trademarks without identifying it as the property of Coloplast and will place the following sentence, in a type and size reasonably designed to be legible to all viewers, directly next to or below the Trademarks: “(Trademark) is a trademark of Coloplast.” In addition, you will mark Works or Trademarks in any materials distributed by You with an ® (for registered trademarks),™ (for unregistered trademarks), or SM (for unregistered service marks), as applicable and as indicated in or as part of Your access to the Works and Trademarks. Any copying, display, or other use of the Works or Trademarks without this attribution, or in any way which implies that You or any other party is the owner of the Works or Trademarks, will be considered a breach of these Terms and Conditions.

7. Any permission granted to You is based on information You have provided on this Request Form, and such permission will be null and void if that information is false or incomplete. You will cease all copying, display, and other use of the Works or Trademarks upon expiration of the Term, or upon termination or Coloplast’s notice to You. Any copying, display, or other use of the Works or Trademarks after expiration or termination will be considered a violation of Coloplast’s intellectual property rights and these Terms and Conditions.

8. Assignment: This agreement shall not be assigned by You; but it shall, however, be binding on Your successors.

9. Indemnification and Infringement: You shall promptly notify Coloplast of any claim related to Your use of the Works or of any unauthorized use of the Works or Trademarks by others, including but not limited to, claims for infringement of any U.S. Copyright or Trademark. Defense of any such claims by another shall be the responsibility of Coloplast. The decision to enforce any claims for infringement is at the discretion of Coloplast. You agree that any violation of Coloplast’s intellectual property rights or the terms and conditions hereunder will cause great harm to Coloplast and that, in addition to monetary damages, Coloplast may seek injunctive relief to address such harm.

You agree to indemnify Coloplast, its agents, and affiliates for any claims or penalties caused by Your misuse or misrepresentation of the Works or Trademarks, Your failure to comply with these Terms and Conditions, or any defamatory, fraudulent, malicious, or harassing use of the Works or Trademarks.

10. Discontinuance of Products: Coloplast reserves the right to discontinue a product at any time. Upon discontinuance of a product by Coloplast, You shall not use the Works or Trademarks in any manner with respect to such discontinued product.

11. General:

a) This agreement constitutes the entire agreement between You and Coloplast relating to the subject matter hereof and supersedes all prior agreements with respect to such subject matter.

b) This agreement may be amended or modified only in writing, subscribed to by a duly authorized representative of Coloplast and of You.

c) A waiver by either party of a breach or default of any provision of these Terms and Conditions by the other party will not constitute a waiver by such party and any succeeding breach of the same or other provision.

d) These Terms and Conditions do not create a partnership, principal/agent relationship or joint venture between the parties and neither party may bind the other, except as expressly provided herein.

e) These Terms and Conditions will be interpreted in accordance with the law of the State of Minnesota, excluding its choice of law provisions, and such state is designated as the jurisdiction and venue for the resolution of any dispute that may arise hereunder.

f) You shall be responsible for ensuring that Your use and incorporation of the Works and Trademarks comply fully with federal, state, national, provincial, and local laws applicable to the territory and media where the Trademarks and Works will be used by You.

**EXHIBIT A**

WORKS: (*Examples include images of Coloplast products , audio or video recordings of Coloplast products created by Coloplast)* List and describe them here in detail.

TRADEMARKS: *(Examples Altis® single incision sling system, Folysil® silicon catheter, Titan® Touch inflatable penile prosthesis, SenSura® Mio ostomy pouches, Peristeen® Plus Transanal Irrigation system, SpeediCath® catheters. Brava® accessories)* List and describe them here in detail.