

Agreement for Marketing Activities and Proper Ruptela's Brand usage

1. SUBJECT OF THE AGREEMENT

- 1.1. The General terms and conditions of the Agreement for Marketing Activities and Proper Ruptela's Brand Usage shall be applicable and explained in conjunction with the main Agreement for Services and Devices General Terms concluded between Ruptela and Parties.
- 1.2. Depending on the Special Terms concluded between the Parties, the Subject-Matter of the Agreement may be any Ruptela's Marketing Activities and Proper Ruptela's Brand usage.

2. DEFINITIONS

For the purposes of this Agreement:

"Marketing Activities" – device launch representation, newsletters, webinars, presentations, publishing of success stories, social media content, and all other internal and external communication including but not limited to Marketing-related activities;

"Proper Ruptela's Brand Usage" – Ruptela's logo, device photos, or other device representation with Ruptela's logo, external Marketing materials such as banners, social media content, presentation, or other materials preparation based on the guidelines provided in the shared brand book and approved by Ruptela's Marketing team;

"Brand" – a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and usually marketed;

"Brand book" – official Ruptela's Brand usage guidelines with all the explanations and requirements for proper Ruptela's Brand usage and all other requirements or suggestions;

"Partner" – shall mean the legal or natural person referred to in the Special Terms who has entered into this Agreement with Ruptela;

"Parties" – shall mean Ruptela and the Partner together;

"Ruptela" – shall mean UAB Ruptela, legal entity code 301058543, address Perkūnkiemio g. 6, LT-12130 Vilnius, Lithuania, or any other subsidiary or associated company of Ruptela;

"Subject-Matter" – shall mean the subject-matter combination of subject-matters agreed upon by the Parties in the Special Terms. Possible Subject-matters of the Agreement are specified in Clause 1.2 of this Agreement;

3. MARKETING ACTIVITIES

3.1. Marketing activities are considered as follows:

- 3.1.1. External or internal information that is relevant or necessary for the Global or exceptionally one region, provided by Ruptela to Partners via official Ruptela's communication channels as:
 - Company Newsletter
 - Social media channels
 - Official websites
- 3.1.2. Partners' internal or external communication in their official channels, including websites, newsletters, social media channels, webinar platforms, presentations, advertisements, and others, where Ruptela's brand is used.
- 3.1.3. Activities of agencies that are responsible for spreading Marketing-related information that work directly for Partners.

3.2. **Approvals for Marketing-related actions:**

- 3.2.1. All the Marketing-related materials, activities, and implementations on the official and non-official Partner's communication, advertisement, or other Marketing-related channels where visible will be Ruptela's company logo, devices, solutions, or other legal property-based materials must be sent to the Ruptela's Marketing team for approval by emails:
 - dovile.vasiliauskiene@ruptela.com (content-wise approval), karina.nesteckyte@ruptela.com (brand visualization approval), or by the general email marketing@ruptela.com
- 3.2.2. Materials could be implemented in the Partner's communication or advertisement channels mentioned in Paragraph 3.1.2. only after the official approval by Ruptela's Marketing team.

4. **PROPER RUPTELA'S BRAND USAGE**

- 4.1. Proper Ruptela's Brand usage means that the company logo, devices, accessories, harnesses, and all other materials with the visible company's logo would be placed according to the requirements and suggestions provided in brand guidelines (*see attachment No. 1 "Brand guidelines"*).
- 4.2. All prepared materials with the visible Ruptela's brand, including but not limited to social media content, external and internal communication, presentations, webinars, and logo placement on the Partner Website and other networks, must be approved and aligned by Ruptela's Marketing Team.
- 4.3. All mentioned materials must be sent to the Marketing team by contacts below: dovile.vasiliauskiene@ruptela.com (content-wise approval), karina.nesteckyte@ruptela.com (brand visualization approval), or by the general email marketing@ruptela.com.

5. **OBLIGATIONS FOR THE PARTIES**

5.1. **General obligations of the Partner:**

- 5.1.1. Properly and timely perform all the obligations of Partner under this Agreement;
- 5.1.2. Follow the agreed usage of Ruptela's Brand and get the approval for all the Marketing-related activities where the company's brand is used.

5.2. **General obligations of Ruptela:**

- 5.2.1. Properly and timely perform all the obligations of Ruptela under this Agreement;
- 5.2.2. Provide all information related to this Agreement and consult or advise Partners regarding the proper usage of Ruptela's Brand.

6. **DATA PROTECTION**

- 6.1. While providing the Services, Ruptela shall process data in the name of the Client. According to the General Data Protection Regulation (EU) 2016/679 (GDPR), some data processed by Ruptela may be related to the Client as well as a specific driver, therefore they may be considered to be personal data. When processing personal data, the Client shall be the Data Controller while Ruptela shall be the Data Processor.
- 6.2. By signing this Agreement, Partner agrees to receive any Marketing-related activities information as mentioned in Paragraph 3.
- 6.3. All collected personalized data may processed followed by Ruptela Security and Privacy Terms and Conditions provided in the links below:
<https://www.ruptela.com/privacy-notice/>

<https://www.ruptela.com/organizational-and-technical-measures-to-ensure-information-security/>

6.4. Upon the termination of the Agreement, Ruptela, upon Partner's written request, deletes all the personalized Data and deletes Partner from the company subscribers lists and other Marketing-related information channels.

7. INTELLECTUAL PROPERTY AND LIABILITY

- 7.1. Considered intellectual property in this Agreement is Ruptela's Brand and all materials, including but not limited to materials protected by the Republic of Lithuania's, the Europe Union's, and other International legal regulations.
- 7.2. The Partner shall have no right in or to Ruptela's trademarks, or any other trademarks, trade names or copyrights owned or used by Ruptela, or any other type of intellectual property and commercial secrets owned by Ruptela that the Partner obtained while performing the Subject-Matter.
- 7.3. The Partner shall not in any way infringe upon, harm, contest or otherwise impair the rights of Ruptela to its trademarks or any other intellectual property. All intellectual property of Ruptela shall solely be used by the Partner to provide the services stipulated in the Subject-Matter. In the event that Ruptela reveals to the Partner, or Partner acquires in any other way, any of the intellectual property of Ruptela, the Partner is strictly forbidden from using such intellectual property in any other way than providing the services stipulated in the Subject-Matter, including, but not limited to, using Ruptela's intellectual property to create competing products or in any other way competing with the Ruptela.
- 7.4. The Partner acknowledges that the damage resulting from the violations of requirements considered in this Agreement related to the proper use of Ruptela's Brand and intellectual property may be irreparable; therefore, the Partner shall be liable to pay to the Ruptela a fine of EUR 5,000 for each breach of the Proper Ruptela's Brand Usage. The said penalty shall be deemed to be the minimum unprovable loss of Ruptela. In addition, Ruptela shall also be entitled to claim adequate compensation for the losses incurred which are not covered by the said fine.

8. VALIDITY AND TERMINATION OF THE AGREEMENT

- 8.1. This Agreement comes into force from the moment it is signed by all Parties.
- 8.2. This Agreement is valid till the Parties separately agrees to terminate the Agreement or the Partner becomes insolvent or any of the Parties are liquidated.
- 8.3. After the Agreement validity ends, Ruptela removes all the depersonalized Data from their Data Bases and undertakes not to send any Marketing-related information.

9. DISPUTE RESOLUTION, APPLICABLE LAW

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania.
- 9.2. Any dispute arising out of or relating to this Agreement shall be finally settled by courts of Republic of Lithuania in accordance with law of the Republic of Lithuania.