



## PLA

### PATENT LICENSING AGREEMENT

This PATENT LICENSING AGREEMENT (the “**PLA**”) 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 “**PLA Effective Date**”). This PLA 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 PLA and in the Agreement, the Parties agree that this PLA 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) **INTELLECTUAL PROPERTY DEFINITION.** “Intellectual Property” means any and all intellectual property including Intellectual Property Rights described below and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, testing, schematics, diagrams, product specifications and works of authorship.
- 2) **INTELLECTUAL PROPERTY RIGHTS.** SHPC has the sole right and authority to enter into an agreement, to use, license and grant the rights hereunder and license Intellectual Property as described in the preceding paragraph, including but not limited to the Patents and Patent Applications listed in the Table below and Letters patents which may be granted anywhere in the world based on such patent applications, to the full extent of the term or terms for which Letters Patents issue; any and all applications that now or in the future claim the benefit of the Patents and Patent Applications, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue; and any and all inventions described in each of the Patents and Patent Applications, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor’s certificates, and designs together with the right



to file applications therefor: and including the right to claim priority rights from any previously filed applications under any international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable (collectively "Intellectual Property Right").

Title	Patent No.	Serial No.	Filing Date	Publication No.	International Patent/Application
Restricted-		62/857,990	June 6,		
Restricted-Access	TBD	16/583,132	Sept. 25,		To be filed
Healthcare Data		62/881,339	July 31,		
Healthcare Data	TBD				To be filed

- 3) **GRANT FOR USE OF INTELLECTUAL PROPERTY:** SHPC grants Company non-exclusive rights to use the Intellectual Property 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 Intellectual Property 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.
  
- 1) **RETAINED RIGHTS:** HealthCare PayCard, LLC ("**HCPC**") shall retain all rights, titles, claims, interests and privileges to the Intellectual Property arising from such ownership, 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 Intellectual Property in any way, including sell, trade, transfer, convey, assign, or license the Intellectual Property to another party; all rights to sue for past, present and future infringement of the Intellectual Property as described above, including the right to collect and receive any damages, royalties, and settlements for such past, present and future infringements, all rights to seek and obtain injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries, and all goodwill in connection with the foregoing (collectively, the "Infringement Rights"), as well as all right, title and interest relating to Intellectual Property rights.
  
- 4) **THIRD-PARTY RIGHTS:** The Intellectual Property is not and has not been subject to any action or proceeding concerning its validity, enforceability, inventorship or ownership. SHPC has no knowledge of any facts that could give rise to a claim that the Intellectual Property is invalid or unenforceable, and SHPC has not engaged in any conduct that would invalidate the Intellectual Property or preclude its enforceability. SHPC is not aware of any patent rights or other intellectual property rights that conflict with or that are reasonably necessary to practice any of the Intellectual Property.



- 5) **QUALITY CONTROL:** The quality of all of the Services and Products in connection with which Company uses the Intellectual Property shall equal or exceed the quality of the Services and Products in connection with which the Intellectual Property is 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) **CONFIDENTIALITY:** All information relating to the Intellectual Property and any information provided to Company pursuant to this Agreement or in connection with the subject matter herein, including without limitation, the terms and existence of this Agreement, shall be regarded as confidential information solely of SHPC ("Confidential Information"). Company agrees that, other than as required by law, it shall not disclose any Confidential Information and shall use the Confidential Information only for the purposes set forth herein. Confidential Information shall not include information that has become publicly available through any act or omission by principals, officers, employees, consultants or agents of SHPC. Company and SHPC acknowledge that they have disclosed and may disclose to each other Confidential Information in furtherance of their common legal interest in exploring business opportunities involving the Intellectual Property. Such Confidential Information may be subject to the attorney-client privilege, work product doctrine, common interest privilege or other applicable privilege. Company and SHPC understand and agree that it is their desire, intention and mutual understanding that the sharing of such Confidential Information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work-product doctrine, common interest privilege or other applicable privilege, and the Confidential Information shall remain entitled to such protection under these privileges and the Master Marketing Agreement.
  
- 7) **ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS:** Company agrees to fully cooperate with SHPC and HCPC in any matter in connection with prosecuting, licensing, enforcing or defending the Intellectual Property rights. HCPC may, at any time, elect not to pursue licensing, enforcement or defense of any of the Intellectual Property rights against a third party in HCPC's sole discretion. HCPC has the sole and absolute discretion to pursue, continue, cease or abandon (a) the prosecution of any Intellectual Property



and/or maintenance of the Intellectual Property and/or (b) commercialization of any or all Intellectual Property.