Agreement on Terms of Use for the Parasym device

Dated: Effective from the date of ordering via parasym.co

Between

Parasym Ltd.

(Hereinafter referred to as: 'Parasym')

and

Individual, University, Clinic, Hospital or other

(Hereinafter referred to as: 'The Responsible Party')

1. Purpose of Agreement and intended clinical use

1.1. *Parasym provides the device ("The Parasym device" or "the device"), which is intended to be used by The Responsible Party for research purposes.*

1.2. Parasym agrees to supply devices to The Responsible Party on a research basis.

1.3. The Responsible Party agrees to be bound by the terms and conditions of use described in this Agreement.

2. Permitted scope of use in research context

2.1. The Responsible Party agrees not to provide the device for use with patients defined as high risk.

2.2. The Responsible Party agrees that all use of the device shall be in accordance with the study protocol, accepted medical practice and clinical judgment. The Responsible Party shall remain solely responsible for the care of its patient(s).

2.3. The Responsible Party agrees that it is solely responsible for ensuring that its patient(s) understand the way in which the device is to be used, and the terms of use.

2.4. *The Responsible Party agrees that it is solely responsible for monitoring its patients' use of the device and for all clinical diagnoses and treatment decisions made on the basis of the information provided and through the use of the device.*

3. No warranties; liability

3.1. *The device is provided for use without any warranty as to its efficacy.*

4. Improvements to the device

4.1. *Any intellectual property for the Parasym Device lies with Parasym. Any intellectual property that is developed through research collaboration in order to make improvements or modification to the device or future products will be held by Parasym Ltd unless a written agreement signed by both parties states otherwise.*

5. Confidentiality and non-disclosure

5.1. *Neither party, including its trustees, officers, medical and professional staff, employees, affiliated hospitals, agents, and the co-investigators, will disclose confidential information provided by the other party, including The Responsible Party's Protocol.*

5.2. *Excluded from such confidential treatment shall be information which: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information as evidenced by prior documentation thereof; (ii) is or becomes part of the public domain, through no breach of this Agreement of by the receiving party; (iii) is independently developed by someone without the use to the confidential information; (iv) is required for disclosure by law, regulation, administrative ruling, or court order; or (v) is received from a third party which did not require the recipient to hold it in confidence or limit its use and which did not acquire it, directly or indirectly, from the other party to this Agreement under a continuing obligation of confidentiality.*

5.3. *Tangible disclosure of confidential information shall be marked as "Confidential" and oral disclosures of confidential information shall be confirmed as confidential in writing within thirty (30) days of the initial disclosure and marked as "Confidential". Notwithstanding the foregoing, if a tangible disclosure is not so marked or an oral disclosure is not confirmed to be confidential in writing such information shall still be treated as confidential information hereunder if a reasonable person would view it as such based on the nature of the information and/or manner of disclosure.*

5.4. The parties shall maintain this obligation of confidentiality during the term of the trial use and for five (5) years thereafter, unless required by law. The Responsible Party may retain one (1) copy of the confidential information for the purpose of monitoring its obligations under this Agreement.

6. Information sharing and results of the study.

6.1. The Responsible Party gives Parasym the right to use all published and unpublished research they have undertaken with the device for the purposes of regulatory filings and product improvements. Study design and data arising from research will be held by The Responsible Party.

7. Governing law, jurisdiction

7.1. This agreement shall be governed by and construed in accordance with English law and each party to this agreement submits to the exclusive jurisdiction of the English courts.

8. Publication

8.1. Any documents referring to the study that are published or in the public domain or with published reference to the device used in the study must use the correct proprietary name of the device ' the Parasym tVNS Device' and not generic or other terminology.

8.2. Published documents regarding this study will refer to the treatment as tVNS (Transcutaneous Vagus Nerve Stimulation).

8.3. *When required and inline with fair use each party may detail the other for reference to third parties, other partners and regulatory bodies, including information containing the name of the other party, typographic or logographic information, when not directly breaching confidential information as specified in clause 5.*

9. Counterparts

9.1. *This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.*

This Agreement has been agreed to on the date of ordering from parasym.co

Digitally signed and agreed by:**The Responsible Party**

Digitally signed and agreed by: **Parasym Ltd.**