

Philips Certified Professional Program Confidentiality Agreement

This Philips Certified Professional Program and Confidentiality Agreement (the "Agreement") is entered into as of the date of your acceptance (the "Effective Date") by and between you and Philips ("Philips").

In consideration of the mutual covenants and promises contained herein, you and Philips agree as follows:

1 DEFINITIONS

- 1.1 "Certification(s)" means any of the professional certification programs offered by Philips Healthcare.
- 1.2 "Philips Certified" means an individual who has successfully met the requirements for certification as set forth in Section 2.
- 1.3 "Program(s)" means the Certification programs offered by Philips under this Agreement.

2 CERTIFICATION

2.1 Certification Requirements.

To become a Philips Certified Professional, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations. If you meet these requirements you will receive a certificate from Philips signifying your accomplishment. Program requirements, including pre-requisites for Certification, training recommendations, and testing, continuing education, candidate conduct policies, and recertification requirements are available on the Philips website. Philips may change the Program without cause or notice; changes to the Program may include: adding or deleting available Certifications and modifying certification requirements, recommended training courses, competencies and testing objectives, outlines, and exams. You agree to meet the Program requirements, as changed, as a condition of obtaining and maintaining your Certification.

2.2 Certification Revocation.

- 1. Philips may revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, under any of the following circumstances:
 - a) If you fail to comply with any continuing education or recertification requirements;
 - b) If you breach of the terms and conditions of this Agreement; or
 - c) If you have undertaken or participated in any action that Philips reasonably determines compromises the integrity and confidentiality of an examination or the Program.

2.3 Employer Notification.

If Philips revokes your Certification pursuant to Section 2.2, then Philips may notify your employer and respond to any inquiry by your employer about changes in your Certification status.

3 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

3.1 Confidentiality.

The contents of the exam are confidential and the disclosure of that information could compromise the integrity of the Program and of Certifications. Philips makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. You may not disclose, publish, reproduce, or transmit any exam or any related information including questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of Philips.

3.2 Intellectual Property Ownership.

Philips retains all rights, title, and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Philips to you are expressly reserved to Philips.

4 TERM AND TERMINATION

4.1 Term.

The term of this Agreement is perpetual.

4.2 Termination for Convenience.

Either you or Philips may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

4.3 Termination By Philips.

Philips may terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements. Philips, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days to correct any default. If Philips permits such a cure period, then your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

4.4 Notice.

Philips will provide you written notice of termination at your last known address. Termination shall be effective as of the date set forth in the notice.

4.5 Effect of Termination.

Upon the termination of this Agreement, you shall immediately cease to represent yourself as Philips Certified.

5 LIMITATION OF LIABILITY

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE.

6 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

Philips is a global company and may share your personal information with other Philips offices or affiliates in the country in which you reside and in other countries. To share your personal information, Philips may transfer your information outside the European Union. All parties with which Philips shares your personal information are bound by appropriate confidentiality and data transfer agreements. Your personal information is never shared outside Philips without your permission, except to respond to requests from third parties to verify your Certification status. Philips may, but has no obligation to, provide such information about your Certification status to others. In such situations, Philips will provide the information in its possession and will depend on you to periodically verify that such information is correct. Philips shall have no liability for providing incorrect information to third parties in response to a request to verify your Certification status. Such processing may include transfer of information outside the European Union.

7 ASSIGNMENTS

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

8 MISCELLANEOUS

8.1 Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically.

You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Philips.

8.2 Severability.

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

8.3 Survival.

Sections 3 and 5 shall survive termination of this Agreement.

8.4 Controlling Law and Jurisdiction.

(a) If you reside in a country other than is not a member of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Massachusetts and the United States, without regard to its conflicts of law's provisions. Unless otherwise waived by Philips at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be the Superior Court of Massachusetts or the United States District Court for Massachusetts. Both you and Philips submit to the exclusive jurisdiction and

venue of such courts for the purpose of any such action, and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

(b) If you reside in a country that is a member of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the Netherlands. Both you and Philips accept the exclusive jurisdiction of the Netherlands courts, provided that Philips shall at all times have the right to commence proceedings in any other court or arbitral tribunal of its choice within the European Union

or otherwise appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights.

(c) Both you and Philips specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

8.5 Entire Agreement.

This Agreement constitutes the entire agreement between you and Philips with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

8.6 Notices.

All notices sent or required to be sent shall be in writing or by email to the other party at address for the other party set forth below, or such other address as is provided in writing or via email to the other. You are responsible to ensure that Philips has your current address.