**To: Telekom Romania Mobile Communications**

**Agreement for trademark use**

*[ Name ]* in one’s capacity as ***[position]* of *[Company],*** having its registered office at *[full adress],* registered with the trade Registry under no. ..............., having the Unique Registration Code ............., hereby I certify that starting with *[the date],* *[the name of the trademark’s owner]* ownes the usage rights for the ***[sender]*** trademark and thus approve the use of **„*[sender]”*** by Telekom Romania Mobileas custom sender field associated with the short number ...... for:

* sending commercial messages to customers belonging to Telekom Romania Mobile Communications SA network through the company *[the name of the Partner] or*
* *......................................................................................................................................................*

I understand and I agree that Telekom makes no representation or warranty, and hereby expressly disclaims any and all warranties, express or implied, including, but not limited to the manner in which the label l is used in Telekom network via the short number. I declare that Telekom Romania Mobile cannot be responsible for the usage of label ”[sender]” in its network for the company [Company], the fully responsible for the usage being in charge of [name of the Partner}], including the case of breach of the scope, breaching the laws using anticompetition practices, hijacking users, creating the confusions between him and third parties, or creating confusion between his services and third party’s services.

All responsibility in relation to the manner in which the [...] label is used in the Telekom network lies with the ***[Company]***. Thus, any obligations, damages, costs, losses and expenses incurred by Telekom towards a third party or an authority as a result of the ***[Company]***'s breach of any obligation assumed and/or guarantees given in connection with the use of the sender, belong exclusively to and will be fully borne by the ***[Company]***, who will indemnify Telekom against any claims, damages, costs, losses and/or expenses thus incurred or incurred, including with regard to any aspects related to a possible infringement of competition law by carrying out anti-competitive practices, Telekom being exonerated from liability. ***[Company]*** agrees that Telekom has the right to suspend the transmission of commercial messages in its network using the ***[...]*** trademark if there is a claim by a third party/request from authorities regarding this trademark.

Date:

……………………

**Name: ........................**

**Position:.......................**

**Company**:……………………………

Contact details: *……………..[name]*

Phone: …………………….

E-mail: ………………………