

RENTAL & COOPERATION AGREEMENT



Between

RECCO AB

Radiovägen 3A

181 55 Lidingö, Sweden

Representative Christina Lysdahl, coordinator

Bank connection Nordea Bank Sverige, SE853000000032141714974

("RAB")

and

THE MOUNTAIN RESCUE SERVICE OF THE CZECH REPUBLIC

Horská služba ČR, o.p.s

543 51 Špindlerův Mlýn 260, Czech Republic

representative René Mašín, director

bank connection: 171922771/0600

("The Partner")

RAB and The Partner are in the following commonly referred to as "the Parties".

Preamble

The RECCO system is established in more than 900 ski resorts and rescue organisations all over the world as a basic avalanche rescue tool. Millions of skiers and other outdoor enthusiasts are each year made searchable by wearing RECCO reflectors.

The Partner is an established rescue organization and the Partner is about to start to use the RECCO system for training and rescue operations.

Purpose of the cooperation:

The main purpose of the cooperation under this agreement is to improve safety and enhance rescue operations by a commitment to become an efficient user of the RECCO technology in rescue operations as well as mutually communicate with the intent of making the RECCO system known among professionals and public.

When executing this agreement RAB and the Partner agree upon the following:

1. RAB undertakes to do the following:

- Supply the Partner with three (3) RECCO detectors and initial training of the RECCO system in accordance with section 3 below.
- Promote the RECCO system towards its customers and the public, in order to make as many people as possible wear RECCO reflectors and become searchable.
- Keep the Partner updated on information that RAB receives regarding rescue operations around the world.

2. The Partner undertakes to do the following:

- Integrate the RECCO technology in the official rescue protocol and as such practice regularly and use the RECCO detectors timely in relevant rescue operation.
- Promote the RECCO system in general through suitable communication, informing the public that the RECCO system is recommended and used within the area.
- Maintain equipment supplied by RAB in good condition.
- Regularly test the detector performance and report any concerns to RAB.

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- Organize training sessions in order to make the Partner's staff fully competent to use the RECCO technology during rescue operations. Inform RAB of the name of one person within the Partners' organization who is appointed responsible for the RECCO system and will act as contact person for RAB.
- Inform RAB about accidents, rescues, recoveries or other relevant information pertaining to the RECCO system in order to help RAB improve and develop the system and technology.

3. Equipment and training

- The Partner rents three (3) RECCO detectors to be used in training and rescue operations in the area.
- The rental fee for one RECCO detector is EUR 2,500 for a period of five years, thus 7,500 for three detectors for five years.
- Payment is to be made in accordance with invoice issued by RAB, at the beginning of the rental period.
- The commercial value of one detector is EUR 5,100.
- At the start of the cooperation under this agreement, a suitable number of the Partner's employees shall participate in an introduction course in handling the RECCO technology. Such a course shall be arranged by RAB at the Partners site or other suitable location (trainer's fee is to be carried by the RAB, cost for transport is to be carried by the Partner and settled directly to the trainer). RAB may also from time to time arrange advanced level trainings, at the Partner's site after agreement thereof with the Partner or elsewhere. The Partner shall do its utmost to make sure that its employees participate in such trainings.
- Accessories and spare parts are available for purchase from RAB (see pricelist).
- Equipment supplied by RAB shall be handled by the Partner professionally and with care. Should any equipment that is at the Partners disposal, for any reason, be broken and unusable the Partner shall immediately inform RAB thereof. After receiving such information RAB will see to that the Partner either receives new equipment in exchange or RAB will have the equipment repaired. If it is obvious to RAB that the equipment is broken or destroyed due to careless or incorrect use or if the equipment is lost or stolen, RAB will invoice the Partner an amount equal to the value of the broken, lost or stolen equipment. Such invoice shall be paid by the Partner immediately upon receipt.
- RAB recommends the Partner to have the equipment properly insured against loss and theft.
- Partner will not loan, let, lease, or give the detector to a third party without RAB's approval.

4. RECCO detectors handover

A) Handover of RECCO detectors to the Partner

RAB shall hand three (3) RECCO detectors over to the Partner no later than 60 days after execution of this Agreement along with all manuals and use instructions.

The handover of the RECCO detectors shall be confirmed in the form of a written handover protocol or other similar form confirming handover of the RECCO detectors to the Partner.

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B) Returning RECCO detectors to the RAB

The Partner shall return three (3) RECCO detectors back to the Partner on or before the day of termination of this Agreement.

The handover of the RECCO detectors shall be confirmed in the form of a written handover protocol or other similar form confirming handover of the RECCO detectors to the RAB.

5. Term of agreement

1. This Contract shall be conclude for indefinite period of time.
2. This Agreement may be terminated as follows:
 - (a) by serving a written notice
 - (b) rescind the Agreement
3. Each of the Parties shall be entitled to terminate this Agreement for any reason by serving a written notice to the other Party. The notice period shall in such case be sixty (60) days and shall commence on the first (1st) day of the month following the notice delivery to the other Party.
4. Each of the Parties hereto shall be entitled to withdraw from this Agreement with immediate effect by serving a written notice to the other Party in case of substantial breach of this Agreement. The withdrawal shall be effective on the day of its delivery to the other Party.
5. For the purpose of this Agreement the substantial breach shall be given if:
 - a) the Partner rent, lends or provides the RECCO detectors to a third person without RAB's approval;
 - b) any of the representation of the RAB stated in this Agreement appears to be untrue.
6. The Parties agree that the withdrawal shall be effective on the day of its delivery to the other Party. Any withdrawal from this Agreement shall be considered with "ex nunc" effects, so the Parties shall therefore not be obliged to return to each other any fulfilments made under this Agreement, except an aliquot part of the rental fee as stated in the Section 8 of this Article 5 below.
7. Following withdrawal from this Agreement, the Partner shall return the subject of the rent back to the RAB along with all accessories and documents without undue delay.
8. The Partner is entitled to claim an aliquot part of the rental fee upon early termination of this Agreement.
9. Should any provision of this Agreement appear to be invalid the other provisions shall remain in force and the Parties undertake to amend this Agreement by appropriate agreement reflecting the sense and purpose of such invalid provision in accordance with the rules under the Czech law.
10. This Agreement and any and all obligations arising from or in connection with it shall be construed by and governed in accordance with the Czech law.
11. All disputes arising out of this Agreement shall be resolved by the Czech courts.

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Place and date 2021 – 10 - 29

RECCO AB

THE MOUNTAIN RESCUE SERVICE OF THE CZECH REPUBLIC

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Christina Lysdahl, coordinator
Partner Contact Information:

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René Mašín, director

Company name:	The Mountain Rescue Service of the Czech Republic	Contact 1:	Pavel Cingr
Postal address:	Špindlerův Mlýn 260	Title 1:	_____
Street address:	_____	Email 1:	cingr.pavel@hscr.cz
Postal code,	543 51 Špindlerův Mlýn	Phone 1:	+420 606 157 921
City:	_____		_____
State/Prov:	_____		_____
	_____	Contact 2:	Robert Dlouhý
Country:	Czech Republic	Title 2:	_____
Telephone:	601 302 647	Email 2:	dlouhy.robert@hscr.cz
Email:	hsurad@hscr.cz	Phone 2:	+420 724 957 194

RAB Contact Information:

Company name:	RECCO AB	Contact 1:	_____
Postal address:	_____	Title 1:	_____
Street address:	_____	Email 1:	_____
Postal code,	_____	Phone 1:	_____
City:	_____		_____
State/Prov:	-		_____
	_____	Contact 2:	_____
Country:	_____	Title 2:	_____
Telephone:	_____	Email 2:	_____
Email:	_____	Phone 2:	_____