

LOAN AGREEMENT

Hamilton Medical AG

Via Crusch 8
CH-7402 Bonaduz
Switzerland

hereinafter referred to as

“Hamilton Medical”

and

University Hospital Bulovka

Budínova 67/2
180 81 Prague
Czech Republic

hereinafter referred to as

“Borrower”

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This LOAN AGREEMENT (hereinafter the “Agreement”) defines the rights and conditions between Hamilton Medical and Borrower relating to the loan devices (“Devices”) as described in further detail below.

The purpose of this Agreement is the loan of the Devices by Hamilton Medical to the Borrower.

Definitions

- “Contracts Register Act” shall mean Act No. 340/2015 Coll., on the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts (the Contracts Register Act), as amended.
- “Device(s)” shall mean the object or objects that are being loaned as set forth below.
- “Effective Date” shall mean the date when this Agreement becomes valid upon its execution by the last of the Parties and enters into effect in accordance with the provisions of the Contracts Register Act. The Agreement enters into force independently of publication in the Register of Contracts, as its subject matter are medical devices (see Section 6, article 3 of the Contracts Register Acts).
- “Parties” shall mean Borrower and Hamilton Medical together.
- “Party” means either Borrower or Hamilton Medical.
- “Third Party” or “Third Parties” shall mean any person or legal entity other than Borrower and/or Hamilton Medical.

Limited-use restrictions

Considering that the Hamilton Medical has shown a serious and justified interest to review and check certain devices (separately listed) manufactured by Hamilton Medical but owned by the Borrower (“Other Devices”) and thus Borrower may not use Other Devices during the review of Other Devices performed by Hamilton Medical, Hamilton Medical borrows to the Borrower – free of charge – the Devices as bridging devices during the review of the Other Devices. The Borrower makes the Other Devices ready for collection by Hamilton Medical (or the local distributor of Hamilton Medical) until [REDACTED]. The Devices will be serviced by Hamilton Medical (or by the local distributor of Hamilton Medical on behalf of Medical Hamilton) during the term of the loan.

Devices to be loaned

The following Devices are loaned to the Borrower:

Quantity	Product	Part Number
4	HAMILTON-G5	159001

Considering the purpose of this Agreement and thus specific circumstances of the loan, the Devices are loaned to the Borrower free of charge.

Timescales

The timescales for the loan period are as follows:

- a) The Devices shall be sent from Hamilton Medical (or by a third party on behalf of Hamilton Medical) to the Borrower within ten (10) business days from the Effective Date.
- b) The Devices shall be sent back to Hamilton Medical upon termination of this Agreement and only provided that the Other Devices were returned by Hamilton Medical to the Borrower for use.

Commencement and cessation of loan

The period of loan shall commence upon the Effective Date and handover of the Devices.

All costs for shipping, including associated insurance, of the Devices to Borrower's location shall be paid by Hamilton Medical.

Currently, Hamilton Medical assumes that the review of the Other Devices takes around three to six months. Since the Devices are provided as bridging devices for the Other Devices, the period of loan is six months from the handover day from Hamilton Medical. Hence, Hamilton Medical shall have the right to terminate this Agreement at any time without cause upon ten (10) days prior written notice, provided, however, that the Other Devices were previously (in any case at least one week prior to termination/expiry of the Agreement) returned by Hamilton Medical to the Borrower.

Termination for good cause shall remain unaffected for either Party.

Termination shall be made in writing (e.g. e-mail etc.).

Return of the Devices

On termination of the loan period, Borrower shall return the Devices to Hamilton Medical. All costs for shipping the Devices shall be paid by Hamilton Medical.

The Devices have to be returned in a cleaned and disinfected condition to Hamilton Medical.

For the sake of clarity: Any costs regarding the transport of the Other Devices will also be borne by Hamilton Medical.

Regulatory

The Borrower herewith confirms that he is trained concerning the use of the Devices. If required, further training to the Borrower's staff concerning the use of the Devices will be provided by Hamilton Medical or a sub-contractor.

The Borrower also ensures that the Devices can be traced up during the term of the Agreement. In addition, the Borrower shall notify Hamilton Medical immediately about any complaints concerning the Devices or other feedback.

If and to the extent required, Hamilton Medical or any sub-contractor provides the installment and/or maintenance services to the Borrower concerning the Devices.

Hamilton Medical hereby declares that all Devices loaned to the Borrower meet technical, hygienic, safety and other standards according to the regulations of the European Community and meet the requirements set by the legal regulations of the Czech Republic, that they meet the conditions according to Act No. 375/2022 Coll., on Medical Devices and In Vitro Diagnostic Medical Devices, as amended, and further, that the certification authority granted to the Devices a conformity mark (CE).

Alteration to the Devices / manipulation or damage of the seal(s)

Borrower shall not alter any aspect of the Device(s), or the appearance, fit, form or function of the Device(s) (or any component thereof).

Borrower shall not manipulate or damage the seals where applicable.

Damage to the Device(s)

Loss or damage to the Devices during the term of the Agreement shall be costed by Hamilton Medical, unless (i) the Borrower acted with intent or gross negligence or (ii) the Borrower used the Devices incorrectly and hence, not in compliance with the instructions for use.

Confidentiality

Borrower agrees to treat as confidential all information, whether written or oral, presented, disclosed or revealed to him in connection with the performance of this Agreement ("Confidential Information"). Borrower agrees that no Confidential Information shall be released, revealed or disclosed directly or indirectly, to any other person or entity without first obtaining written consent of Hamilton Medical.

Borrower shall not reverse engineer, disassemble or decompile any software or other tangible objects which embody Confidential Information and which are provided hereunder.

Title and Risk

The Agreement is for the loan of the Device(s) and at no time shall title pass to Borrower or Third Party.

No License

Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.

Responsible persons and notices

Each Party nominates one person being the responsible person for the execution of this Agreement.

- a) The person on the side of Hamilton Medical is Stephan Müller - Director Quality Management, Regulatory Affairs and Vigilance
- b) The person on the side of Borrower is Ing. Ondřej Audolenský - head of the biomedical engineering department

Miscellaneous

Borrower is obliged to make sure that the Devices are and will be used only for medical and approved purposes and as further set forth herein.

The latest version of the General Terms and Conditions of Sale and Delivery (GTS) of Hamilton Medical are accessible under <https://www.hamilton-medical.com/General-Terms-and-Conditions.html> and form an integral part of this Agreement. By signing this Agreement Borrower certifies that the GTS have been read and accepted.

This document contains the entire Agreement between the Parties with respect to the subject matter hereof.

Severability

All stipulation contained in this Agreement shall be so construed as not to infringe any applicable legal provisions.

In case one or more of the provisions contained in this Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced by a provision which best meets the purpose of the replaced provision; the same applies in case of an omission.

Signatures

The Parties agree that the execution of this Agreement or any amendments or supplements to this Agreement by the exchange of PDF or electronic signatures shall have the same legal force

and effect as the exchange of original signatures. “Electronic Signatures” means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document and fulfills the criteria of the Section (3) or (26) of the Regulation (EU) No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (eIDAS).

Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of Switzerland without regard to and with exclusion of the 1980 UN Convention on Contracts on the International Sale of Goods.

The Parties consent that the resolution of all disputes or controversies which the Parties are unable to settle amicable, will be resolved by the competent courts. Exclusive jurisdiction for all proceedings is the domicile of Hamilton Medical (CH – 7402 Bonaduz). Alternatively Hamilton Medical is entitled to take proceedings against the other party at its domicile and reserves the right to enforce its rights also with any other competent court.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representative.

University Hospital Bulovka	Hamilton Medical AG
Place: Budínova 67/2, 180 81 Prague Czech Republic	Place: CH-7402 Bonaduz, Switzerland
Date:	Date:
Signature: Name: Ing. Petr Voráč Title: Deputy for Investment and Development, based on mandate	Signature: Name: Stephan Müller Title: Director Quality Management, Regulatory Affairs and Vigilance Signature: Name: Etxebarria Lorente Alaitz Title: Director of Sales Europe

