

**GENERAL TERMS OF COLLABORATION
BETWEEN AETHER BIOMEDICAL SP. Z O.O. AND CLINICAL PARTNERS
VERSION BINDING AS OF 1ST JANUARY, 2021**

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions in the Agreement.** All capitalized terms not defined herein shall have the meaning set forth in the non-exclusive clinical partner and reseller agreement concluded between Aether Biomedical sp. z o.o. and the Partner (the "**Agreement**").

1.2 **Definitions in this Document.** Unless otherwise expressly provided to the contrary in this Document, all capitalized terms used herein shall have their respective meanings set forth below:

Actual Delivery Time	shall have meaning set out in Clause 5.3.
Aether Training Program	shall have meaning set out in Clause 2.12.
Approvals	mean all governmental authorizations, licenses, filings, approvals and similar requirements, such as medical device approvals, necessary or advisable to resale the Products in the Territory.
Authorized Persons	mean individuals authorized by the Partner to place Orders hereunder. " Authorized Persons " shall be accepted by Aether.
Certificate	means a certificate issued by Aether in writing or in electronic form, evidencing the a given third party is a party of Certified Partnership Program.
Certified Partnership Program	means the professional procedures maintained by Aether that are designed to train, qualify, educate and monitor third-party partners of Aether (inter alia distributors, clinical partners etc.) based upon qualification parameters set by Aether; being a party of " Certified Partnership Program " shall be evidenced solely by Certificate issued by Aether.
Complaints	shall have meaning set out in Clause 2.9(e).
Confidential Information	shall have meaning set out in Clause 13.1.
First-Level Support	means a level of support at least at the level that Qualified Personnel are trained to provide in accordance with the Aether Training Program. " First-Level Support " provided by Partner shall include: accepting notifications on Complaints, receipt of calls, problem and question intake, problem identification and diagnosis, efforts to create repeatable demonstrations of any issues, determining which problems require referral to Aether for in-depth analysis, distributing any new Product documentation made available by Aether, and taking any

	other actions appropriate as a first level support provider to resolve all Patient problems.
Open-Source License	shall have meaning set out in Clause 6.6.
Open-Source Software	means Open-Source, public source or freeware, or any modification or derivative thereof, including any version of software licensed pursuant to any general public license or lesser general public license.
Patient Materials	means collectively: (i) Terms and Conditions, (ii) User Manual, (iii) and any other documents, information, items and materials in any form, which are provided by Aether to the Partner in connection with the Agreement related to the use of the Product by Patients.
Product Field Action	shall have meaning set out in Clause 3.4.
Qualified Personnel Materials	means collectively: (i) Instruction for Use, (ii) and any other documents, information, items and materials in any form, which are provided by Aether to the Partner in connection with the Agreement related to sale of the Product and providing training to the Patients.
Representative(s)	means each Party's or Patient's affiliates, and its or their respective, partners, shareholders, directors, officers, employees and agents.
Service Records	shall have meaning set out in Clause 2.14.
Software	means an interface software licensed by Aether to the Partner for Product configuration.
Software License	shall have meaning set out in Clause 6.1.
Trademark	means any trademark, trade name, service name, Aether's name and other designation of Aether or the Product(s), either registered or not.

2. RESPONSIBILITIES OF PARTNER

Partner's general responsibilities

- 2.1 In a manner satisfactory to Aether and at Partner's sole expense, Partner warrants that it shall at all times during the Term maintain the capacity, facilities, equipment and personnel necessary to carry out its obligations under the Agreement.
- 2.2 Partner shall:
 - (a) conduct business in a manner that reflects favorably at all times on Products and the good name, goodwill and reputation of Aether;
 - (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Aether or Products;
 - (c) make no false or misleading representations with regard to Aether or Products;

- (d) not publish or employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to Aether or Products;
 - (e) make no representations, warranties or guarantees to Patients with respect to the specifications, features or capabilities of Products that are inconsistent with the Product documentation distributed by Aether;
 - (f) not sell the Products to persons other than Patients located in the Territory; and
 - (g) maintain during the Term, at its cost, insurance against liability and other risks associated with its activities and obligations under the Agreement, including but not limited to risk in the resale of medical devices, in such amounts and on such terms as are customary for a company such as Partner for the activities to be conducted by it under the Agreement. Upon Aether's request Partner shall provide a valid certificate of insurance.
- 2.3 Partner shall agree to participate and comply with the Certified Partnership Program. Aether shall present the Certified Partnership Program within 3 (three) months of the Effective Date of the Agreement or within thirty (30) days of Partner's participation of the Aether Training Program; whichever is earlier.

Legal compliance

- 2.4 Partner shall comply at its expense with all laws governing the promotion, marketing, training and resale of the Products in the Territory. Without limiting the foregoing, Partner:
- (a) shall obtain all Approvals. Partner represents and warrants that all Approvals Partner has not obtained prior to the Effective Date shall be obtained by Partner prior to Partner's resale of Products in the Territory. Nothing in the Agreement shall limit Aether's right in its sole discretion to obtain for itself any Approval in the Territory;
 - (b) shall keep Aether informed of regulatory requirements, and any changes thereto, imposed by the laws of the Territory applicable to the Products and on any and all efforts made by Partner to comply therewith;
 - (c) shall comply promptly with any recalls of the Product issued by Aether or by any applicable regulatory authorities;
 - (d) shall comply with the obligations specified in Qualified Personnel Materials and shall procure that Qualified Personnel will comply therewith;
 - (e) shall promptly advise Aether of any laws, rules or regulations in the Territory that may require Aether to modify a Product or Patient Materials or otherwise take any action in connection with the Products or the Agreement; and
 - (f) shall maintain records as necessary to comply with, and to demonstrate its compliance with, all applicable laws, rules and regulations with respect to the sale of the Products in the Territory.
- 2.5 All regulatory registrations shall be in the name of Aether. Partner shall promptly transmit to Aether any communication, memorandum, or other correspondence addressed to or received from any government agency or authority in the Territory concerning any of the Products or the production, safety, labelling or any other matter relating to any of the Products.

2.6 Aether is not required to verify if Products comply with any law or regulation in the Territory which remains Partner's sole obligation.

Partner's obligations with respect to resale of Product to Patients

2.7 Partner hereby warrants that that Product is only a technical component used by Partner in the course of providing medical services to its Patients. In order to fully enable Patient to use the Product, in the course of providing medical services to the Patient, Partner shall have the sole responsibility at his own expense for:

- (a) training Patients with respect to the Products sold by Partner pursuant to Qualified Personnel Materials,
- (b) assembly and installation of the Product to Patients, including but not limited to calibration of the Product, positioning of sensors, setup of the Product using the Software,
- (c) design and fabrication of the prosthetic socket for the Patient.

2.8 Subject to applicable laws on confidentiality and data protection, Partner shall disclose to the Aether records on Complaints, Service Records (as these terms are defined below) and other personal data of Patients, reasonably required by Aether for purposes of manufacturing and developing of the Products.

2.9 Partner shall also have the sole responsibility at its own expense for:

- (a) the selection of the Product as the appropriate medical product for Patient within the implemented therapy or treatment procedure,
- (b) obtaining orders for Products from Patients,
- (c) notwithstanding any obligations of Aether to provide support to the Patients arising out of its liability as Product's manufacturer and conditions of Warranty, Partner shall be solely responsible for providing First-Level Support to Patients within a scope set forth herein and in accordance with the Aether Training Program,
- (d) providing the Patients with all Product materials, including Patient Materials,
- (e) accepting notifications from Patients or any physician or user of the Product in the Territory regarding complaints and adverse events with respect to the Products, including: alleged or actual Product malfunctions; alleged or actual injury to Patients (even if caused by use error); alleged or actual counterfeiting; non-routine servicing or installation, e.g. repairs of an unexpected nature, replacement of parts earlier than their normal service life expectancy, or identical repairs or replacements of multiple units of a device are not routine servicing (collectively, "**Complaints**"). Partner shall notify Aether of any Complaints within 24 (twenty-four) hours of the Partner becoming aware of the Complaint, meaning that any of Qualified Personnel or an employee or contractor of Partner has acquired information that suggests a Complaint may have occurred;
- (f) notifying Patient about obligatory Product servicing inspection every 6 (six) months, as provided in Terms of Use; and
- (g) handling all other interactions with Patients with respect to the Products.

2.10 In the interests of the Partner, the Patient Materials and the transfer of the Product shall be confirmed by the Patient in writing. Patient shall confirm in writing that he/she has received the Patient Materials and accepts the Terms and Conditions.

- 2.11 Without limiting Partner's other obligations in Clauses 2.7 - 2.10, Partner shall at all times maintain a sufficient level of understanding of the Products to enable Partner to provide basic technical information to Patients regarding the Products, to effectively sell and service the Products, and to obtain Patients orders and provide assistance to Patients in determining and fulfilling their requirements with respect to the Products. For clarity, Aether shall have no obligation hereunder to respond to or otherwise interact with any Patients.
- 2.12 Qualified Personnel shall participate in Aether's standard training program applicable to the Products ("**Aether Training Program**") before selling any Products. The training will be provided at Aether's facilities unless another location is agreed by the Parties. Partner shall be responsible for the travel-related costs and expenses of its personnel that attend the Aether Training Program. Aether and Partner shall mutually agree to the number of Partner personnel that must attend the Aether Training Program based on the size of Partner's business, the number of potential Patients, and Partner's actual or potential sales of Products.
- 2.13 Partner shall train all Patients with respect to the use of the Products in accordance with the then-current requirements of the Aether Training Program and Qualified Personnel Materials. Partner shall only use training documentation provided by Aether in performing Patient training. Partner shall create and maintain a record of training for each Patient trained by Partner with respect to the Products.
- 2.14 Partner shall perform all Product service in accordance with the requirements set forth in the Aether Training Program, in Qualified Personnel Materials and otherwise provided by Aether to Partner in writing from time to time during the Term, including requirements regarding Patient service response times, and similar matters. Partner shall document and maintain records of all Product service ("**Service Records**") in accordance with the requirements as stated above. Partner shall, within 5 (five) days after Aether's request, provide Aether with any or all Service Records.
- 2.15 Partner shall receive from Aether no fees, compensation or reimbursement for providing the services set out in Clauses 2.7 - 2.14 to Patients.
- 2.16 All services provided by Partner to the Patients under Clauses 2.7 - 2.14 must be performed by Qualified Personnel and pursuant to Qualified Personnel Materials.

3. RESPONSIBILITIES OF AETHER

- 3.1 Aether shall fulfill Orders for Products in accordance with Clause 4 and shall repair, or refabricate defective Products that are under Warranty, at Aether's sole discretion.
- 3.2 Aether shall provide Partner with Patient Materials and Qualified Personnel Materials in the form that Aether generally provides to other medical centers that resale the Products. All such materials shall be provided in the English language. Upon reasonable request by Partner, Aether agrees to supply all necessary documentation to enable Partner to comply with government regulations in the Territory, including but not limited to safety testing documentation, clinical trial results, hazard and risk analysis documents and copies of Aether's technical file with respect to the Products.

- 3.3 The Products purchased by Partner from Aether under the Agreement shall be "single use products" and shall be new. Products purchased for demonstrational purposes (demo or trial kits) may be previously used or renewed.
- 3.4 From time-to-time Aether may be required to effect a Product correction that requires removal of the Product from Patient or the provision of an advisory notice to Patients, which correction is intended to reduce a risk of death or deterioration in the state of health associated with the use of a Product (each, a "**Product Field Action**"). If Aether determines in its sole discretion that an investigation by a government office or agency, regulatory authority or any other third party requires a Product Field Action, Aether shall notify Partner of such Product Field Action and Aether shall perform such Product Field Action. Partner shall cooperate with, and provide assistance to, Aether in connection with such Product Field Action, including locating and retrieving the Products, if necessary, and complying with the reasonable instructions of Aether. Aether shall reimburse Partner for all reasonable, documented third party out-of-pocket expenses incurred by Partner in performing cooperation and assistance requested by Aether in connection with Product Field Actions.
- 3.5 Aether may prohibit Partner from providing Products to any person that it reasonably believes is using the Products in violation of: (i) the terms of the Agreement, or (ii) any law or regulation.

4. ORDERS

- 4.1 Products shall be delivered upon each Order made and processed in accordance hereunder.
- 4.2 Orders shall be made in writing or sent via e-mail at dhruv@aetherbiomedical.com and shall be subject to acceptance by Aether. The terms and conditions of each Order shall be as provided by the Agreement.
- 4.3 Each Order shall:
- (a) be made in writing or by e-mail in accordance with a form provide by Aether;
 - (b) set out the quantity and specification of the Products to be purchased;
 - (c) the Price of the Ordered Products calculated in accordance with the Product List;
 - (d) set a unique purchase order number;
 - (e) set the date on which the Partner requires the Ordered Products to be delivered, whereas such delivery date shall not, unless otherwise agreed with Aether, be a date which is less than 30 (thirty) Business Days following the date of the Purchase Order. Aether shall indicated the exact Delivery Date; and
 - (f) be signed or send via e-mail by Authorized Person. Partner shall have the right, at any time, to add or remove Authorized Persons upon written notice.
- 4.4 Aether shall accept or decline to accept or propose amendments to an Order, by giving notice in writing or via e-mail to the Partner, within 10 (ten) Business Days of service of such Purchase Order, otherwise Aether shall be deemed to decline such Order.

4.5 Any terms or conditions of any Order given or received which are additional to or inconsistent with the Agreement shall have no effect and such terms and conditions are hereby excluded.

5. DELIVERY – FURTHER PROVISIONS

5.1 The delivered Products shall be inspected by Partner immediately upon delivery to the Delivery Point for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, "**Defects**"). The Products are deemed accepted unless Aether receives a complaint relating to Defects together with reasonable evidence of such Defects in writing or via e-mail and within 14 (fourteen) days after delivery of the Products. In case of Defects, Aether shall at its own discretion, either repair the Defect or replace the defective Product. The same will be at Aether's cost and expenses, provided Aether found the Product defective.

5.2 Aether may deliver Ordered Products in instalments. In such case, default by Aether, in respect of one or more instalments shall not entitle Partner to cancel the Order.

5.3 Unless agreed otherwise between the Parties, Aether shall give the Partner at least 5 (five) Business Days' notice of the date and time of delivery of the Ordered Products at the Delivery Point ("**Actual Delivery Time**").

5.4 If Partner refuses or fails to take Delivery of any Ordered Products on time specified by Aether (otherwise than by the sole reason of Aether's fault) then, without prejudice to any other right or remedy available to Aether, it will be entitled to:

- (a) store the Ordered Products until actual Delivery and Partner shall indemnify Aether for the cost of storage, transport any related insurance and handling of such Ordered Products; and/or
- (b) sell the Ordered Products at the best prices reasonably obtainable by Aether in the circumstances and, after deducting all storage, insurance, transport and selling expenses, invoice the Partner for the difference between the sum obtained by Aether and the Price and the Partner shall pay such sum immediately on delivery of such invoice.

5.5 Partner may, at any time prior to the actual delivery of the Order, cancel any or all Ordered Products upon giving timely written notice and upon payment of the following cancellation charges for each Ordered Product cancelled. The cancellation charges, intended as liquidated damages (*Polish term: kara umowna*) and not penalties, are as follows:

Number of Business Days prior to Actual Delivery Time that notice of cancellation is received by Aether:	Cancellation charges expressed as a percentage of Price:
0-5 days	80%
5-15 days	60%
16-30 days	40%
31 days or more	20%

5.6 Notwithstanding the foregoing Aether may seek damages in excess of the liquidated damages.

6. SOFTWARE

- 6.1 During the Term Aether grants Partner a non-transferable, royalty-free license to use the Software in object code form only (including any updates) ("**Software License**"). The Software License is limited to use of the Software by Qualified Personnel in order to assemble, calibrate and/or service of the Products pursuant to the terms of the Agreement.
- 6.2 Aether shall deliver Software to Partner via data storage device within 14 (fourteen) Business Days from execution hereof.
- 6.3 Partner shall not (i) sublicense, transfer, or distribute Software to any other person, entity and/or to Patients nor assign its Software License; (ii) alter, modify, translate, or adapt Software or create any derivative works based thereon; (iii) copy Software; (iv) use the Software otherwise than pursuant to the Agreement; or (v) disclose the Software to any third party. Partner will, however, inform Aether on any problems with the Software noticed or reported by Qualified Personnel or suggestions about its possible improvements.
- 6.4 The Agreement does not grant Partner any right, title, or interest in Software anywhere in the world except the Software License granted herein. Partner shall not remove any copyright notices or other legends from the Software or any accompanying documentation.
- 6.5 Except as otherwise expressly provided in this Clause 6, Software and any related documentation are provided on an "AS IS" basis. Aether hereby expressly disclaims any implied warranty with respect to Software and related documentation. Aether does not warrant that Software or documentation are error-free or that Partner's use thereof will be uninterrupted.
- 6.6 Partner hereby acknowledges that Software may utilize or include Open-Source Software, that must be licensed under the specific license terms applicable to that Open-Source Software ("**Open-Source License**"). Aether represents and warrants that it will notify Partner concerning any element in Software that qualifies as Open-Source Software. Notwithstanding anything to the contrary in the Agreement, to the extent that any such Open-Source License requires that the corresponding Open-Source Software be licensed to Partner under terms that are different than the terms set forth in the Agreement, then such Open-Source Software is licensed under the terms of that Open-Source License and the other terms and conditions in the Agreement shall not apply with respect to that Open-Source Software. Partner (i) acknowledges that any such Open-Source License is solely between Partner and the applicable licensor of the Open-Source Software and (ii) agrees to comply with the terms of any such Open-Source License. Any Open-Source License associated with Open-Source Software applies only to that Open-Source Software and not the other software included in the Software.

7. TRADEMARKS AND INTELLECTUAL PROPERTY

- 7.1 All promotional materials for Product shall display Trademarks in a manner approved by Aether in writing or via e-mail, which shall not be unreasonably withheld. Without limiting the foregoing, if any Trademark is to be used in conjunction with another trademark or trade name, then the Trademark shall be presented equally legibly and equally prominently, but nevertheless separated from

the other so that each appears to be a mark in its own right, distinct from the other mark.

- 7.2 Except for the Trademarks and the trademarks and trade names of Partner, no trademarks, trade names, or logos shall be used by or under authority of Partner to market the Products under the Agreement. The Partner shall not engage in any deceptive, misleading, illegal, unfair, or unethical marketing or practices related to the Trademarks.
- 7.3 Aether hereby grants to Partner a non-exclusive, non-transferable, royalty free license to use the Trademarks for the term of the Agreement to sell, market and promote the Products in the Territory and accordance with the Agreement. All ownership and goodwill from the use of the Trademarks shall vest in and inure solely to the benefit of Aether. Partner hereby assigns, and shall assign, to Aether all such right, title and interest in and to the Trademarks, and associated goodwill of each.
- 7.4 Partner shall notify Aether promptly upon learning of any actual, alleged, or threatened infringement of a Trademark or of any unfair trade practices, trade dress imitation, passing off of counterfeit goods, or similar offenses.
- 7.5 All representations of Trademarks that Partner intends to use shall first be submitted to Aether for approval of design, color, and other details or shall be exact copies of those used by Aether and shall in all events comply with the usage guidelines established by Aether from time to time.
- 7.6 The Partner agrees not to: (i) challenge Aether's ownership, use, or the validity of the Trademarks; (ii) attempt to register any mark or logo identical or substantially similar to any of Trademark or other Aether's marks; (iii) incorporate any of Trademarks into Partner's trademarks, product names, service marks, company names, slogans, domain names, or any other similar designations; or (iv) otherwise infringe any Trademarks or associated intellectual property rights.

8. AETHER REPRESENTATIONS

Aether represents and warrants to Partner as follows:

- (a) Aether is a limited liability company duly organized, validly existing and in good standing under the laws of Poland. Aether has the full right, power and authority to enter into the Agreement and all documents contemplated hereby, and conduct any obligations set forth herein;
- (b) each of the persons signing the Agreement and the other documents contemplated by the Agreement on behalf of Aether has the legal right, power and authority to bind Aether;
- (c) no petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, or petition seeking reorganization or insolvency, arrangement or other action or proceeding under Polish bankruptcy law is pending against or contemplated (or, to Aether's knowledge, threatened) by or against Aether.

9. PARTNER'S REPRESENTATIONS

Partner represents and warrants to Partner as follows:

- (a) Partner is a company duly organized, validly existing and in good standing under the laws under which the Partner is incorporated. Partner has the full right, power and authority to enter into the Agreement and all documents contemplated hereby, and conduct any obligations set forth herein;
- (b) each of the persons signing the Agreement and the other documents contemplated by the Agreement on behalf of Partner has the legal right, power and authority to bind Partner;
- (c) no approval or consent is required from any person (including any partner, shareholder, member, creditor, investor or governmental body) for Partner to execute, deliver or perform the Agreement. The Agreement and all documents required hereby to be executed by Partner are and shall be valid, legally binding obligations of and enforceable against Partner in accordance with their terms.
- (d) no petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, or petition seeking reorganization or insolvency, arrangement or other action or proceeding under Polish bankruptcy law is pending against or contemplated (or, to Partner's knowledge, threatened) by or against Partner.

10. PRODUCT'S INTEGRITY

Except as otherwise expressly provided in the Agreement or expressly accepted by Aether, Partner is not, in any scope, entitled to make any modifications, alterations or any other changes to Products and any components and accessories thereto, including installation of any software and attaching any external devices. Such conduct shall be at all times deemed as infringement of Aether's trade secrets, patents or any other intellectual property rights.

11. WARRANTY AND DISCLAIMER – FURTHER PROVISIONS

- 11.1 If the problem may not be solved by the Partner in accordance with instructions provided by Aether by phone or e-mail, the Partner shall procure that the Product is properly packed, insured and shipped to Aether together with the notice of claim provided by the end-user (Patient). Aether shall be responsible for the cost of shipment (including transportation, transit insurance, taxes and duties) of any such Product to Aether's facility, and the cost of packing and return shipment (including transportation and transit insurance) of any such Product, once repaired or replaced, to Partner at the location designated by Partner. Risk of loss for such Product shall transfer to Aether upon delivery by Partner of such Product to the shipping carrier, and risk of loss shall transfer back to Partner for any such Product once delivered to Partner location.
- 11.2 Any tampering, misuse or negligence in handling or use of Products renders the Warranty void. Further, the Warranty is void if, at any time, Partner attempts to make any internal changes to any of the components of the Products; if at any time the power supplied to any part of the Product exceeds the rated tolerance; if any external device attached by Partner creates conditions exceeding the tolerance of the Product; or if any time the serial number plate is removed or defaced. Operation of the Product that renders this Warranty void will be defined to include all of the possibilities described in this paragraph, together with any practice which results in conditions exceeding the design tolerance of the Product.

11.3 Aether shall have no obligation to honor any representations or warranties provided by Partner with respect to the Product not expressly indicated in the Agreement or in any Product documentation.

12. LIMITATIONS OF LIABILITY AND INDEMNITY – FURTHER PROVISIONS

12.1 No interruption, disruption, or unavailability of the Products shall be considered to be a breach of the Agreement by Aether and Aether shall have no liability or responsibility arising out of or relating to any such event

12.2 Notwithstanding any other provision of the Agreement, Aether shall not be liable to Partner pursuant to the Agreement in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by Partner of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, goodwill production, opportunity, revenue or contracts or any other financial or economic loss provided that nothing in this Clause shall or be deemed to seek to limit any Party's liability for fraud. Total liability of Aether hereunder shall be limited to its remuneration actually received under the Order with respect to which any damage was caused.

12.3 Notwithstanding other rights of Aether hereunder, Aether may suspend any sales to Partner and suspend its appointment as Partner in case the Partner causes any damage to Aether or its goodwill.

13. CONFIDENTIALITY

13.1 Each Party shall, and shall cause each of its Representatives to keep secret and retain in strictest confidence any and all confidential matters relating to the Agreement and/or relating to the other Party, including but not limited to other Party's trade secrets and all other information of a business, financial, marketing, technical, personnel or other nature relating to the business of the such Party including, without limitation, any Partner or vendor lists developed by the such Party, know-how, specifications, inventions, computer hardware, software programs and source code, data relating to the development, research (collectively "**Confidential Information**"); and shall not disclose Confidential Information, and shall cause its affiliates and Representatives not to disclose them, to any person except such Representatives.

13.2 The above shall not apply to information which:

- (a) has been released to the general public without breach hereof;
- (b) is known to a Party from other sources, without an obligation to maintain confidentiality and without breach hereof;
- (c) has been released to the general public pursuant to written permission from the remaining Parties;
- (d) disclosure is required by law;
- (e) relates to the fact of concluding of the Agreement and its subject matter, except any detailed information and information about Aether's compensation hereunder.

- 13.3 Any disclosure under Clause 13.2(d), shall be made after prior consultation with the other Party (if possible); the other Party shall be informed about the disclosure (if permitted by law) and shall receive copy thereof, if it was made in writing.
- 13.4 Provisions of this Clause 13 shall survive expiration or termination of the Agreement.