

**GENERAL TERMS OF COLLABORATION
BETWEEN AETHER BIOMEDICAL SP. Z O.O. AND DISTRIBUTORS
VERSION BINDING AS OF 1ST JUNE, 2022**

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions in the Agreement.** All capitalized terms not defined herein shall have the meaning set forth in the distribution agreement concluded between Aether Biomedical sp. z o.o. and the Distributor (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 2.9.
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 Distributor to place Orders hereunder. A list of " Authorized Persons " is attached as Schedule to the Agreement.
Conforming Translation	shall have meaning set out in Clause 2.5(b).
Defects	shall have meaning set out in Clause 5.1.
Distributor Training Program	shall have meaning set out in Clause 7.3.
Open Source License	shall have meaning set out in Clause 10.6.
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.
Ordered Products	shall have meaning set out in Clause 4.3(b).
Product Field Action	shall have meaning set out in Clause 3.4.
Product Materials	shall have meaning set out in Clause 2.5(b).
Service Records	shall have meaning set out in Clause 7.6.
Software	means an interface software licensed by Aether to the Distributor for Product configuration.
Software License	shall have meaning set out in Clause 10.1.
Translation Feedback	shall have meaning set out in Clause 2.5(b).
Translators	shall have meaning set out in Clause 2.5(b).
Warranty	shall have meaning set out in Clause 11.1.

2. RESPONSIBILITIES OF DISTRIBUTOR

Distributor's general responsibilities

- 2.1 In a manner satisfactory to Aether and at Distributor's sole expense, Distributor 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 Distributor 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 Medical Centers 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 Distributor for the activities to be conducted by it under the Agreement. Upon Aether's request Distributor shall provide a valid certificate of insurance.
- 2.3 The Distributor will provide Aether with monthly sales reports in the format provided by Aether, within 10 (ten) days after the end of each calendar month.
- 2.4 Distributor 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 Distributor's participation of the Distributor Training Program; whichever is earlier.

Legal compliance

- 2.5 Distributor 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, Distributor:
- (a) shall obtain all Approvals. Distributor represents and warrants that all Approvals Distributor has not obtained prior to the Effective Date shall be obtained by Distributor prior to Distributor's distribution and 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, at its expense using language experts reasonably familiar with prosthetic products and medical device terminology in the Territory for the

Products ("**Translators**"), timely review all technical, labeling, advertising, marketing and training materials and all notices or other materials supplied by or on behalf of Aether (collectively, "**Product Materials**") as previously translated into one or more languages appropriate for the Territory. Distributor shall provide feedback in writing or via e-mail ("**Translation Feedback**") regarding its review of the translated Product Materials to Aether and/or its designate within 30 (thirty) days of its receipt of translated Product Materials. Translation Feedback shall contain, at a minimum: (i) suggestions for corrections to the translated Product Materials consistent with the original English versions so as to maintain their accuracy and so as not to alter their content or meaning, consistent with the idioms and customs of the Territory (collectively or individually, a "**Conforming Translation**"), (ii) copies of translated Product Materials as so corrected, (iii) explanation of suggested corrections, or, in the case no corrections are suggested, (iv) confirmation that the translated Product Materials suffice as Conforming Translations. Distributor hereby assigns all its rights in the translated Product Materials to Aether and Aether hereby grants Distributor a non-exclusive, non-transferable license during the Term to reproduce and distribute the translated Product Materials solely in connection with the distribution of the Products in accordance with the Agreement;

- (c) 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 Distributor to comply therewith;
- (d) shall comply promptly with any recalls of the Product issued by Aether or by any applicable regulatory authorities;
- (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.

2.6 All regulatory registrations shall be in the name of Aether. Distributor 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. Except to the extent permitted by law and as may be agreed in writing between the Parties, Distributor shall not distribute, offer for sale or sell any of the Products in any given jurisdiction, unless and until Aether obtains the appropriate regulatory registration in respect of such Products in such jurisdiction.

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

Distributor's obligations with respect to resale of Product to Medical Centers

2.8 Distributor shall procure that prior to first sale of any product to a given Medical Center or prior execution any agreement between Distributor and such Medical Center on any resale of Products, whichever occurs first, Medical Center will agree

to participate and comply with the Certified Partnership Program. Aether shall present to a given Medical Center the Certified Partnership Program within 30 (thirty) days of Distributor's notice on such Medical Center intention to participate Certified Partnership Program.

- 2.9 Upon completion of Distributor Training Program, Distributor will be entitled and shall be obliged with providing to Qualified Personnel Aether's standard training program applicable sale of Products to the Patients ("**Aether Training Program**"). Aether Training Program shall be provided by Distributor to Qualified Personnel before selling any Products to the Patients. The training will be provided at Distributor's facilities unless another location is agreed between Distributor and Medical Center. Distributor may agree with Medical Center reimbursement arrangements of travel-related costs and expenses of Qualified Personnel that attend the Aether Training Program, at Distributor sole discretion. Distributor shall agree with Medical Center to the number of Qualified Personnel that must attend the Aether Training Program based on the size of Medical Center's business, the number of potential Patients, and Medical Center's actual or potential sales of Products.
- 2.10 Distributor shall provide Medical Center with all Product documentation received from Aether, including but not limited to Patient Materials and Qualified Personnel Materials.
- 2.11 Distributor shall at all times maintain a sufficient level of understanding of the Products to enable Distributor to provide basic technical information to Medical Centers 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 Distributor shall receive from Aether no fees, compensation or reimbursement for providing the services set out this Clauses 2.

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 Distributor with Product Materials, 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 Distributor, Aether agrees to supply all necessary documentation to enable Distributor 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 Distributor 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 Distributor of such Product Field Action and Aether shall perform such Product Field Action. Distributor 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 Distributor for all reasonable, documented third party out-of-pocket expenses incurred by Distributor in performing cooperation and assistance requested by Aether in connection with Product Field Actions.

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 constituting Schedule 5 of the Agreement;
 - (b) set out the quantity and specification of the Products to be purchased (the "**Ordered Products**");
 - (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 Distributor 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. Distributor 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 Distributor, 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. For clarity, the preceding sentence shall not preclude either Party from making any changes to its policies, requirements and the Schedules as expressly contemplated in the Agreement.

5. DELIVERY

- 5.1 The delivered Products shall be inspected immediately upon delivery to the Distributor 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 Distributor to cancel the Order.
- 5.3 Unless agreed otherwise between the Parties, Aether shall give the Distributor 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 Distributor 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 Distributor 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 Distributor for the difference between the sum obtained by Aether and the Price and the Distributor shall pay such sum immediately on delivery of such invoice.
- 5.5 Distributor 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. **MARKETING DEVELOPMENT**

- 6.1 Distributor shall use its best efforts to promote the sale and distribution of the Products in the Territory and to provide adequate support, which efforts shall include the following:
- (a) establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of Products;

- (b) provide an adequate, trained sales and technical staff to promote the sale and support of the Products;
 - (c) undertake promotional campaigns and entice Medical Centers to stimulate the sales of Products;
 - (d) include Aether's logo on Distributor's website.
- 6.2 Aether shall, upon request, assist the Distributor on all advertising, sales promotion, and public relations campaigns to be conducted, including providing Distributor with documentation of previous promotional campaigns conducted in connection with Products, and shall provide necessary technical information and assistance, as well as sales and marketing materials in English only. The Parties may agree on co-financing of Distributor's or Aether's participation in trade shows, exhibitions or other such events under separate agreement.
- 6.3 Distributor is authorized to localize all marketing and sales documentation for the Territory, including obtaining and making all translations and other changes appropriate for the Territory, but each only in a manner acceptable to Aether. Distributor shall obtain Aether's written approval before using any sales or promotional material, or advertisements, with respect to the Products that have not been provided by Aether, including all documentation localized by Distributor. Distributor agrees that no modifications or derivatives of such documentation shall be created without Aether's prior written consent.
- 6.4 Subject to Clauses 6.2 and 6.3, Aether hereby authorizes Distributor to reproduce marketing and sales documentation made available to the Distributor, and to distribute such documentation to Medical Centers, directly and through Authorized Resellers, as necessary to market and promote the Products in the Territory. Distributor hereby grants, and shall grant to Aether, a worldwide, royalty free, non-exclusive right and license, with the right to grant and authorize sublicenses, to use, distribute, transmit, display, perform, reproduce, alter and otherwise exploit, modify and dispose of all modifications and other derivatives of such documentation.
- 6.5 The Distributor shall notify Aether of any trade shows, exhibitions or other such events in which the Distributor intends to participate at least 30 (thirty) days prior to its commencement.
- 6.6 In the event that Aether intends to participate in a trade fair, exhibition or other such event in the Territory, at the request of Aether, the Distributor shall deliver to the place of such event Products indicated by Aether previously provided to him for the presentation and testing purposes.
- 6.7 During the Term, Distributor agrees to include Distributor, including use of its logo, trademarks and other trade names on Aether's website and in marketing materials, as Aether deems appropriate.

7. SUPPORT

- 7.1 Notwithstanding any obligations of Aether to provide support to the Patients arising out of its liability as Product's manufacturer and conditions of Warranty, Distributor shall be solely responsible for providing first level support and maintenance to Medical Centers and Authorized Resellers within a scope set forth herein and in accordance with the Aether Training Program.

- 7.2 First level support by Distributor shall include: receipt of calls; problem and question intake; Medical Centers site visits for any reason; 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 Medical Centers' problems.
- 7.3 Aether will offer free of charge, and Distributor shall assume and cause its designees to assume, specific training with respect to selected Products at the premises of Aether or at any other place chosen by Aether, in each case solely for a reasonable number of Distributor's qualified personnel ("**Distributor Training Program**"). The adequate quantity, periodicity, time and duration of Distributor Training Program shall be determined by Aether taking into consideration the interests of Distributor. The costs and expenses for the participation in any such specific training, in particular any travel and accommodation costs as well as personnel costs shall be borne by Distributor.
- 7.4 Aether shall have no obligation to honor, any representations or warranties provided by Distributor or an Authorized Reseller with respect to the Product not expressly indicated in the Agreement or in any Patient Materials.
- 7.5 Distributor shall provide Aether with updates on frequently diagnosed issues with respect to the Products.
- 7.6 Distributor 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 Distributor in writing from time to time during the Term, including requirements regarding Patient service response times, and similar matters. Distributor shall document and maintain records of all Product service ("**Service Records**") in accordance with the requirements as stated above. Distributor shall, within 5 (five) days after Aether's request, provide Aether with any or all Service Records.
- 7.7 Distributor shall receive from Aether no fees, compensation or reimbursement for providing the services set out in this Clause 7.

8. PRODUCT'S INTEGRITY

Except as otherwise expressly provided in the Agreement or expressly accepted by Aether, Distributor 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.

9. TRADEMARKS AND INTELLECTUAL PROPERTY

- 9.1 All promotional materials for Product shall display Trademarks in a manner approved by Aether in writing, 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.
- 9.2 Except for the Trademarks and the trademarks and trade names of Distributor, no trademarks, trade names, or logos shall be used by or under authority of Distributor

to market the Products under the Agreement. The Distributor shall not engage in any deceptive, misleading, illegal, unfair, or unethical marketing or practices related to the Trademarks.

- 9.3 Aether hereby grants to Distributor 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 in accordance with the Agreement, with a right to grant a sublicense of such license to the Medical Centers. All ownership and goodwill from the use of the Trademarks shall vest in and inure solely to the benefit of Aether. Distributor hereby assigns, and shall assign, to Aether all such right, title and interest in and to the Trademarks, and associated goodwill of each.
- 9.4 Distributor 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.
- 9.5 All representations of Trademarks that Distributor 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.
- 9.6 The Distributor 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 Distributor'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.

10. SOFTWARE

- 10.1 During the Term Aether grants Distributor a non-transferable, royalty-free license to use the Software in object code form only (including any updates) ("**Software License**"), with a right to grant a sublicense of the Software License to the Medical Centers. 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.
- 10.2 Aether shall deliver Software to Distributor via data storage device within 14 (fourteen) Business Days from execution hereof.
- 10.3 Distributor shall not (i) sublicense, transfer, or distribute Software to any other person, entity and/or to or 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. Distributor will, however, inform Aether on any problems with the Software noticed or reported by Qualified Personnel or suggestions about its possible improvements.
- 10.4 The Agreement does not grant Distributor any right, title, or interest in Software anywhere in the world except the Software License granted herein. Distributor shall not remove any copyright notices or other legends from the Software or any accompanying documentation.
- 10.5 Except as otherwise expressly provided in this Clause 10, 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 Distributor's use thereof will be uninterrupted.

- 10.6 Distributor 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 Distributor 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 Distributor 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. Distributor (i) acknowledges that any such Open Source License is solely between Distributor 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.

11. WARRANTY AND DISCLAIMER

- 11.1 Subject to provision of applicable laws and regulations, Aether does not provide any warranty protection to end-users of the Products (Patients) other than warranty under terms and conditions set out in Terms and Conditions ("**Warranty**").
- 11.2 Aether's sole liability under Warranty is towards such Patient and not the Distributor, Distributor shall have no claims against Aether under Warranty.
- 11.3 If the problem may not be solved by the Distributor in accordance with instructions provided by Aether by phone or e-mail, the Distributor 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 Distributor at the location designated by Distributor. Risk of loss for such Product shall transfer to Aether upon delivery by Distributor of such Product to the shipping carrier, and risk of loss shall transfer back to Distributor for any such Product once delivered to Distributor location.
- 11.4 Any tampering, misuse or negligence in handling or use of Products renders the Warranty void. Further, the Warranty is void if, at any time, Distributor 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 Distributor 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.
- 11.5 Aether shall have no obligation to honor any representations or warranties provided by Distributor with respect to the Product not expressly indicated in the Agreement or in any Product's documentation.