

## **AGREEMENT FOR RENTAL MATERIAL**

### **BETWEEN:**

The customer hereafter known as the "PARTNER" and,

BodyCap, hereafter known as the "BODYCAP COMPANY".

### **Preamble:**

BODYCAP COMPANY aims to develop, industrialize and market communicating electronic solutions dedicated to physiological variables monitoring.

In this context, the PARTNER would test one or more solutions.

### **In light of the foregoing, the Parties agree as follows:**

#### **Article 1 – Object of the convention**

The present agreement is to determine the conditions under which the "BODYCAP COMPANY" provides to the partner the rental material; hereinafter as the "HARDWARE".

The "BODYCAP COMPANY" accept to provide "HARDWARE" for renting and the technical support necessary to carry out the tests.

The "HARDWARE" will be provided to the PARTNER, in good condition (presentation and operation), condition in which the PARTNER agrees to return it at the end of the rental period. In case of loss, theft or breakage of the equipment, the new value, as indicated in the applicable price list, will be billed to the PARTNER.

Whatever the outcome of the testing, this Agreement does not imply any obligation to purchase the "HARDWARE" by the "PARTNER".

#### **Article 2 – Property**

The "HARDWARE" provided to the partner is and will remain, according to the common law, the property of the "BODYCAP COMPANY". This Agreement does not imply any transfer of rights over said "HARDWARE". The partner remains exclusive owner of the data generated as part of research work carried out in its experimental facilities and is committed to give credit to "BODYCAP COMPANY" in the event of publication of results on the measurement of the body temperature resulting from the usage of the "HARDWARE".

#### **Article 3 - Duration of the Rental and extension**

The "HARDWARE" is made available to the partner for a period and according to the financial conditions described in the quote.

The rental period may be extended by the signature of an addendum concluded by mutual agreement between the Parties before the expiry of this first agreement.

#### **Article 4 - Liability – Insurance**

As of the date of assumption by the Partner and until it is returned to the "BODYCAP COMPANY", the "HARDWARE" custody is transferred to the partner that meets therefore under the rules of common law, and as specified below, loss and / or damage, as well as any accident or incident which its staff or third parties could suffer due to or during its use and / or in connection with the execution of this Agreement.

The "PARTNER" in its capacity as guardian of the "HARDWARE", bears the financial consequences of its own liability for damages caused to third parties where necessary in connection with or in connection with this Agreement.

The "PARTNER" shall be held liable for any damage to this "HARDWARE" when it has been preceded by any fault of his own, without which the damage or loss would not have happened, except in case of negligence.

The "PARTNER" shall assume all direct and indirect consequences of civil liability incurred, pursuant to the common law, because of all the harm or damage caused to third parties or the "HARDWARE" by its staff.

#### **Article 5 - Duration of the Agreement**

This agreement for rental material is concluded for a duration, as defined above in Article 3.

#### **Article 6 – Restitution**

After the end of the rental agreement, the "PARTNER" agrees to return to the "BODYCAP COMPANY", the "HARDWARE" in its original condition, on time and at his own cost.

#### **Article 9 – Termination**

Each Party may, at any time and for any reason terminate this Agreement. The Party seeking to terminate the Agreement must give notice to the other party by registered letter with acknowledgment of receipt within 1 month before the date set for termination.

#### **Article 10 - Amendments to the Convention**

Any changes to this Agreement will be subject to a signed endorsement by both Parties.

#### **Article 11 - Settlement of disputes**

Both Parties should undertake to seek an amicable solution to any dispute concerning the application or interpretation of this Agreement. Failing amicable solution, any dispute between the Parties because of the interpretation and / or execution of this Agreement will be submitted by either Party in the territorial competent Court.