

GENERAL TERMS AND CONDITIONS OF SALE ABLE HUMAN MOTION, S.L.

Notice: Please read carefully these terms and conditions (hereinafter “**Terms and Conditions**”).

1. General Information

- 1.1. The following Terms and Conditions are offered by the company ABLE HUMAN MOTION, S.L. (hereinafter, “**ABLE**”) registered in Calle Marie Curie, nº 8-14, 08042, Barcelona, with Tax Identification Number B-67.298.828.
- 1.2. These Terms and Conditions, together with either (i) the signed quotation or (ii) where applicable, the signed Distribution Agreement (each of which shall hereinafter be referred to as the “**Particular Conditions**”) govern the terms applicable to the purchase and use of the *Exoskeleton/s* (hereinafter, the “**Product/s**”) offered by ABLE.
- 1.3. The Terms and Conditions and the Particular Conditions constitute a binding agreement between you (hereinafter, the “**Client**”) and ABLE in our capacity as the manufacturer of the Product/s.
- 1.4. The Client and ABLE shall hereinafter be referred to collectively as the “**Parties**” and individually, as the “**Party**” where applicable.

2. Agreement

- 2.1. The Client agrees to purchase the Product/s from ABLE in accordance with the terms and conditions set out in these Terms and Conditions and the Particular Conditions (which together constitute the “**Contract**”). In the event of any conflict between these Terms and Conditions of Purchase and the Particular Conditions, the latter shall prevail.
- 2.2. By purchasing the Product/s, the Client expressly agrees to all the terms and conditions outlined herein.
- 2.3. By accepting these Terms and Conditions, the Client represents and warrants to ABLE that the Client has carefully read the Terms and Conditions, that the Client is entering into and accepting the Terms and Conditions in its own behalf and representation, and that the Client has the legal capacity to accept and be bound by each provision included in these Terms and Conditions. We recommend you to carefully read the contents of the Terms and Conditions before proceeding with the purchase of the Product/s. The Client further represents and warrants that they meet all eligibility requirements set out in these Terms and Conditions for use of the Exoskeleton/s, and accepts full responsibility and liability for any consequences arising from a failure to satisfy such requirements.

- 2.4. The Terms and Conditions will always be available and updated on the Website.

3. Sale of the Exoskeleton/s

- 3.1. ABLE shall sell and deliver, and/or license (as applicable), to the Client the Exoskeleton/s and related products specified in each accepted Particular Conditions. The Particular Conditions sets out the transaction-specific particulars, and the Terms and Conditions apply to and govern all such Particular Conditions.

4. Delivery and Transfer of Risk

- 4.1. Unless otherwise agreed by the Parties in the Particular Conditions, the delivery of the Exoskeleton/s shall be carried out no later than 90 days from the Effective Date and under DAP (Delivered At Place) Incoterms conditions.
Notwithstanding the above, when the Client is a Distributor, the delivery of the Exoskeleton/s shall be carried out under EXW (Ex Works) Incoterms conditions.
- 4.2. The Exoskeleton/s is delivered in a plastic case with protective foam inside (the “**Packaging**”). The Packaging dimensions are 88 x 66 x 48 cm. This Packaging is reusable and must be kept by the Client for the entire service life of the Exoskeleton/s, as it is necessary to safely ship the Exoskeleton/s to ABLE for repairs or maintenances.
- 4.3. Upon delivery of the Exoskeleton/s, ABLE shall provide the Client with the Exoskeleton’s Instructions for Use. ABLE may update these Instructions for Use at any time, with prior notice to the Client. The updated Instructions for Use may be found at <https://ablehumanmotion.atlassian.net/servicedesk/customer/portal/1>.
- 4.4. In case of any unforeseen event affecting the delivery time of the Exoskeleton/s set forth in clause 4.1, ABLE undertakes to immediately notify the Client and make its best efforts to remedy the delay.

5. Acceptance

- 5.1. The Client shall inspect the Exoskeleton/s delivered by ABLE promptly upon delivery, but in any event within seven (7) days after its reception. During the inspection, the Client shall review a delivery note listing all items delivered with the Product/s, which must be signed and sent to ABLE by electronic means. If, as a result of such inspection, the Client detects any Non-Compliance of part or all the Exoskeleton/s, the Client shall immediately inform ABLE in writing and provide supporting documentation.
- 5.2. In the event that ABLE considers, on a good faith-basis, that the cause of the Non-Compliance is solely attributable to ABLE, ABLE shall, at its sole discretion,

either repair or replace the Non-Compliant Exoskeleton/s free of charge within 30 days from the date of the Client's notice. ABLE shall notify the Client of its elected remedy within 5 business days of receipt of the Exoskeleton. In any other cases, any costs to be incurred by the replacement or repair of the defective Exoskeleton/s shall be borne by the Client.

6. Price and payment method

- 6.1. The price of the Product/s shall be as set out in the applicable Particular Conditions (hereinafter, the "Price"). The Price does not include VAT (Value Added Tax, *Impuesto de Valor Añadido*).
- 6.2. The Price includes the sale of the Exoskeleton/s, the licenses fees for the Software and Embedded Software, and the on-site Training pursuant to clause 8 of these Terms and Conditions.
- 6.3. The Price does not include any other service, provision, or otherwise not expressly included in the Particular Conditions.
- 6.4. The payment terms of the Product/s shall be set out in the applicable Particular Conditions.
- 6.5. ABLE shall submit the corresponding invoice to Client specifying the Exoskeleton/s to be delivered, the Price and Taxes, if applicable. All amounts owed under this Terms and Conditions are stated and shall be paid in Euros, unless otherwise stated in the Particular Conditions.
- 6.6. All sums payable under this Terms and Conditions do not include any local tax other than the local tax applicable to ABLE. Therefore, any corresponding local Taxes chargeable to the Client shall be at cost of Client.
- 6.7. Unless otherwise set forth in the Particular Conditions, invoices will be paid to ABLE by the Client, within thirty (30) days after its reception, by wire transfer to the bank account set forth in the Particular Conditions.
- 6.8. Software fees are included in the Price of the Exoskeleton/s during the two-year warranty period. This also includes possible Software and Embedded Software upgrades developed by ABLE that are compatible with the Product/s hardware. From the third year onwards, software fees will only be included if the Client contracts either the Warranty Extension or the Preventive Maintenance. If neither of these services is contracted, the Client acknowledges and accepts that any maintenance, repair or software-related services will be subject to separate fees.

7. Purpose of the Exoskeleton/s

- 7.1. If the Client do not meet all the requirements outlined in these Terms and Conditions, the Client will not be eligible to purchase the Product/s.

- 7.2. THE EXOSKELETON/S IS A MEDICAL DEVICE CLASS II-A ACCORDING TO MEDICAL DEVICE REGULATION (EU) 2017/745 INTENDED TO PERFORM REHABILITATION THERAPY IN A CLINICAL OR CONTROLLED NON-CLINICAL SETTING, UNDER THE SUPERVISION OF A THERAPIST, OR EQUIVALENT CLINICAL PROFESSIONAL, CERTIFIED BY ABLE. THE SALE OF THE PRODUCT/S IS STRICTLY LIMITED TO (I) QUALIFIED HEALTHCARE PROFESSIONALS, OR (II) INSTITUTIONS OR COMPANIES IN THE HEALTHCARE SECTOR. THEREFORE, THE PRODUCT/S IS NOT INTENDED FOR PUBLIC SALE. If you are not a qualified healthcare professional or an institution or company in the healthcare sector that requires the Product/s for professional activities, or an individual supervised by a qualified healthcare professional, please do not purchase the Product/s.

- 7.3. The Exoskeleton/s is intended to perform ambulatory functions by mechanically mobilising the lower extremities of the patient. It is intended to be used with a compatible walking aid (crutches or walker) or an additional therapist to aid balance. Users can interact with the Product using a mobile application (ABLE Care) and a Remote Controller attached to the walking aid. The therapist must complete a training program before the use of the Product. The Product is not intended for sports or stair climbing. The Product shall be used in a space that complies with requirements set out in Schedule II.

- 7.4. The Exoskeleton/s is indicated for gait rehabilitation treatment of people with mild to severe walking impairments due to neurological conditions or muscular weakness. The target patient group are adults over the age of 18 years.

- 7.5. The users of the Exoskeleton/s are patients and therapists. Therapists assist the patients while using the Product, and thus have significant interaction with the device. Both the patient and therapist are intended operators of the Product. The patient is permitted to operate the optional patient controller (remote controller). The therapist is permitted to operate all parts of the Product, including the therapist controller (buttons on the lumbar module), optional remote controller, and ABLE Care mobile application. The patient is not permitted to perform any maintenance activities. The Exoskeleton/s shall be used in accordance with the Instructions for Use provided, which may be updated by ABLE at any time, with notice to the Client.

- 7.6. The Client shall not use, nor permit any therapist within their organization to use, the Exoskeleton/s on a patient with any contraindications outlined in the Exoskeleton's Instructions for Use. ABLE may update the

contraindications in the Instructions for Use at any time, with prior notice to the Client.

- 7.7. The Client and any therapist within their organization shall consider the precautions outlined in the Instructions for Use when using the Exoskeleton/s on a patient. ABLE may update the precautions in the Instructions for Use at any time, with prior notice to the Client.

8. **Mandatory Training**

- 8.1. ABLE, or a third person authorized by ABLE, shall provide an on-site training program to ensure the correct and safe use of the Product/s to a maximum of four (4) therapists designated by the Client who will be responsible for operating the Exoskeleton/s with patients (the “**Training**”). The Parties shall mutually agree on the date for conducting the Training, which shall take place no later than one (1) month following delivery of the Exoskeleton/s. Upon completion of the Training, such therapists shall undertake an evaluation assessment. Successful completion of the assessment shall be a prerequisite for issuance of the corresponding training certificate by ABLE and authorization to use the Product/s.
- 8.2. It is the Client’s responsibility to ensure that personnel operating the Exoskeleton/s have adequate formal education in a relevant field of healthcare or medical discipline, to assess contraindications of the Exoskeleton/s, and are adequately qualified to perform rehabilitation therapy according to the national regulations and requirements.
- 8.3. The Client shall ensure that the Exoskeleton/s is operated only by therapists who have successfully completed the Training program provided by ABLE. For the sake of clarity, therapists who have completed the Training are not permitted to train others unless explicitly approved in writing by ABLE.
- 8.4. ABLE may provide training to additional therapists upon request by the Client. The terms and fees applicable to such additional training shall be subject to a separate quotation issued by ABLE.

9. **Warranty**

- 9.1. Unless otherwise agreed by the Parties in the Particular Conditions, the warranty will begin on the date of completion of the mandatory Training (the “**Installation Date**”).
- 9.2. The Product/s is guaranteed against all manufacturing defects or material failures, provided it is used in accordance with these Terms and Conditions and the Instructions for Use, for a period of two (2) years from the Installation Date (the “**Warranty Period**”). Under this

warranty, ABLE's sole obligation is to repair or replace any defective parts of the Product/s at no charge. Such repairs shall be performed at ABLE’s facilities, or at another location duly authorized by ABLE. Associated shipping or travel costs shall be borne by ABLE.

Notwithstanding the above, when the Client is a Distributor, the warranty period shall be limited to one (1) year from the Installation Date (the “**Distributor Warranty Period**”).

- 9.3. This warranty applies to Product/s that have not been subjected to manipulation or alteration of any kind, used in accordance with the intended use outlined in these Terms and Conditions, the Training, and the Instructions of Use, installed and operated according to ABLE's guidelines, and have not suffered any damage due to accident or negligence, provided the serial number has not been erased or altered. This warranty will not apply to Product/s that have been sold, repaired, or installed beyond the control or authorization of ABLE.
- 9.4. All claims based on this warranty must be made in writing and addressed to ABLE or to an official ABLE distributor that conducted the original sale, along with a copy of the invoice.
10. **Optional Warranty Extension**
- 10.1. Upon the expiration of the Warranty Period, the Client may extend the warranty of the Product/s on an annual basis by contracting a Service Contract Package (the “**Warranty Extension**”), subject to an annual fee specified in a quotation. This service may be renewed annually by the Client for up to five years from the Installation Date.
- 10.2. The Warranty Extension provides full coverage of repair costs of the Product/s, including replacement parts, shipping, and labor. This coverage does not apply in cases of damage resulting from Product/s misuse. Such repairs shall be performed at ABLE’s facilities, or at another location duly authorized by ABLE.
- 10.3. The Warranty Extension includes Preventive Maintenance activities (as defined in clause 11.4.6) and Software fees during the contracted period.
- 10.4. The Warranty Extension also includes possible Software and Embedded Software upgrades developed by ABLE that are compatible with the Product/s hardware.

11. **Maintenance and service life**

- 11.1. The Client agrees to use the Product/s diligently, correctly, and lawfully, in accordance with its intended purpose.
- 11.2. The Client acknowledges and accepts that the Product/s is a complex robotic device that requires periodic

maintenance throughout its entire service life, that is, during and after the Warranty Period.

11.3. The Client shall be responsible for the regular cleaning, routine inspection to ensure all the components are in good condition and upkeep of the Exoskeleton/s, following the instructions, warnings and recommendations described in the Instructions for Use.

11.4. Maintenance activities by ABLE:

11.4.1. Maintenance shall only be performed by qualified technicians duly authorized by ABLE.

11.4.2. Maintenance activities shall follow ABLE's standard operating procedure *SOP-OP-013 Servicing*, as defined in the company's ISO 13485 certified Quality Management System. In particular, they shall follow the *Maintenance Protocol* work instruction that is summarized in Schedule III. Maintenance activities include cleaning, lubrication, adjustment and replacement of certain components, as specified in Schedule III.

11.4.3. The frequency of periodic maintenance is set in the *Maintenance Frequency* record. In any case, maintenance shall be required at least once during the two-year Warranty Period, or in any of the following situations: (i) The maximum steps between maintenance services have been exceeded; or (ii) ABLE considers a maintenance service is required.

11.4.4. If maintenance is required, a member of the customer support team of ABLE will contact the Client to schedule the maintenance at least seven (7) days in advance, following internal company procedures. The Client and ABLE will discuss in good faith when the best time is to perform the maintenance, jointly scheduling a date. Such maintenance shall be performed at ABLE's facilities, or at another location duly authorized by ABLE.

11.4.5. During the Warranty Period, ABLE shall provide the required maintenance activities to the Product/s without any charge additional to the Price paid by the Client.

11.4.6. If the Warranty Extension is not contracted, the Client must request ABLE to provide ongoing maintenance (the "**Preventive Maintenance**") once the Warranty Period expires. These services are required to keep the Product/s operational and will be subject to the following conditions:

- i) The annual cost of the Preventive Maintenance shall be 3,000 Euros per Exoskeleton unit (excluding VAT), which will be invoiced by ABLE annually;
- ii) This price includes any shipping and travel costs associated with such Preventive Maintenance activities;
- iii) Preventive Maintenance activities are described in clauses 11.4.1 - 11.4.4;
- iv) Preventive Maintenance is strictly limited to the tasks outlined in Schedule III; and
- v) If corrective maintenance, repair, or replacement of parts not expressly included in Schedule III is required, ABLE will issue a separate quotation, including any associated shipping costs, for the Client's acceptance before performing any work.

11.4.7. In case of lack of maintenance of the Exoskeleton/s as described above, the following provisions shall apply.

11.5. **Lack of maintenance:**

11.5.1. If maintenance required by ABLE is not carried out on time due to reasons attributable to the Client—whether during or after the Warranty Period—the Client assumes full responsibility for any use of the Product/s and shall hold ABLE harmless from any claim, damage, or liability arising from malfunction, improper performance, or safety issues resulting from the lack of timely maintenance.

11.5.2. If, after ABLE makes reasonable efforts to schedule the required maintenance with the Client, the Client fails to complete the maintenance requested during the Warranty Period on time, the Warranty will automatically lapse, and the Client will no longer be entitled to the benefits or coverage included in the Warranty.

11.6. **Service life:** The service life of the Product/s is four (4) years from the Installation Date, provided that all required maintenance has been carried out on time by an authorized ABLE technician during this period.

11.6.1. If, after the initial four-year period, the Product/s has been used for fewer than 1,200 hours, its service life will be automatically extended for an additional one (1) year.

11.6.2. At the end of the service life period, ABLE will conduct a Preventive Maintenance on the Product/s to determine if it can be used for the next twelve (12) months, or if repair, upgrade or

disposal is necessary. This Preventive Maintenance shall continue to be performed annually throughout the Product's service life.

11.6.3.If ABLE determines that the Product/s remains in good condition and can continue to be used, the service life will be extended for an additional one (1) year, subject to Preventive Maintenance obligations described before.

11.6.4.If ABLE determines that the Product/s must be repaired or upgraded, ABLE will issue a separate quotation for the Client's acceptance before performing any work (unless a Warranty Extension has been contracted).

11.6.5.If ABLE determines that the Product/s must be disposed of, the Client may either:

- i) request ABLE to collect the Product/s at no cost; or
- ii) dispose of the Product/s in accordance with applicable law and provide ABLE with proof of proper disposal.

11.6.6.If the Client chooses to continue using the Product/s after ABLE has determined that it should be repaired, upgraded or disposed of, the Client does so entirely at their own risk and shall hold ABLE harmless from any claims or damages arising from such use.

12. Optional Express Replacement Service

12.1. The Client acknowledges that the Exoskeleton/s may be out of service for a period of days or weeks during maintenance or repairs throughout its service life.

12.2. To minimize downtime, the Client may choose to contract the Express Replacement Service from ABLE, subject to an annual fee as specified in the quotation. This service can be contracted during the first five years from the Installation Date, provided the Exoskeleton/s are still under warranty.

12.3. If the Express Replacement Service is contracted, ABLE will ship a Loaner Exoskeleton (replacement unit) to the Client during repair and maintenance periods in order to minimize their downtime. Specifically:

- i) If it is determined that a part is broken or malfunctioning, the Loaner Exoskeleton will be sent the next business day using express delivery.
- ii) If it is not immediately clear whether the Exoskeleton is damaged, ABLE will conduct an investigation within a maximum of forty-eight (48) hours to determine if it requires repair. Once the damage is confirmed, the Loaner Exoskeleton unit will be sent immediately using express delivery.

12.4. The costs of shipping the Loaner Exoskeleton to the Client and collecting it afterwards are included in the Express Replacement Service fees.

12.5. The Express Replacement Service does not cover any costs related to the repair of the Exoskeleton/s.

13. Parties Obligations

13.1. ABLE undertakes to:

- i. Supply the Exoskeleton/s to the Client according to the terms and conditions of this Terms and Conditions;
- ii. Offer to the Client the Warranty Period of the Exoskeleton/s set forth in the Terms and Conditions, along with any applicable Warranty Extension contracted;
- iii. Perform maintenance on the Exoskeleton/s on the conditions set forth in the Terms and Conditions.
- iv. If the Express Replacement Service is contracted, provide a Loaner Exoskeleton unit during downtime periods on the conditions set forth in the Terms and Conditions.
- v. Provide the Client with the Exoskeleton's Instructions for Use; and
- vi. Hold and will maintain and keep in place the insurance policy necessary for the purpose of complying with its obligations pursuant to product liability and insurance.

13.2. The Client undertakes to:

- i. Pay the Price according to the Particular Conditions;
- ii. Accept electronically the EULA;
- iii. Operate the Exoskeleton/s in accordance with the Instructions for Use and the intended purpose described in clause 7. *Purpose of the Exoskeleton/s* of this document;
- iv. Use the Exoskeleton/s in a space that complies with requirements set out in Schedule II;
- v. Throughout the service life of the Exoskeleton/s, immediately inform ABLE of any Non Compliance detected to the Exoskeleton/s, if any, according to the terms set forth in the Terms and Conditions;
- vi. In case of serious personal injury, or substantial property damage occurs in connection with the performance of this Terms and Conditions, the Client shall immediately notify ABLE. For the sake of clarity, this is an essential obligation. ABLE may

inform the relevant authorities of the injuries reported by the Client;

- vii. Maintain, handle, store and use the Exoskeleton/s pursuant to the Instructions for Use provided by ABLE;
- viii. Keep the Packaging of the Exoskeleton/s for the entire service life. In case of loss of the Packaging, the Client agrees to pay 995 euros (excluding VAT) to ABLE in order to receive a new Packaging;
- ix. Cooperate with ABLE during the investigation of any issues with the Exoskeleton/s, including providing photos of damaged components and following the instructions of ABLE's customer support team to troubleshoot the issue remotely.
- x. Not, and not permit any other person to, disassemble, reverse assemble or decompile the whole or any part of the Exoskeleton/s, the Software or Embedded Software;
- xi. Keep all the Software and Embedded Software updated following the instructions from ABLE;
- xii. Not to infringe, misappropriate, dilute or otherwise violate the intellectual property;
- xiii. Not, and not permit any other person to, attempt repairing, modification, alteration or maintenance of any part of the Exoskeleton/s or the software;
- xiv. Replace the batteries of the Exoskeleton/s only with batteries provided by ABLE;
- xv. Use the Exoskeleton/s only with the smartphone provided by ABLE. Not use the ABLE smartphone for any other purpose. Not link, pair, or connect the Exoskeleton/s to any device other than the ABLE smartphone, including devices like pen drives or laptops.
- xvi. Notify ABLE when a therapist trained on the Exoskeleton stops working for the Client, so that their access can be revoked.

14. Limitation of liability and compensation

- 14.1. To the fullest extent permitted by applicable law, the Client will indemnify, defend and hold ABLE harmless and ABLE's employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate (i) breach of these Terms and Conditions; (ii) breach of the Instructions for Use; or (iii) breach of

applicable law, by Client or its employees, representatives, agents, distributors or collaborators of any kind.

- 14.2. ABLE reserves the right to defend itself against any claim, suit or proceeding of any kind, under which ABLE may become entitled to any type of compensation in accordance with these Terms and Conditions. The Client shall provide ABLE with all documentation as may be reasonably necessary for the purpose of carrying out the foregoing actions, as well as fully cooperate with ABLE.
- 14.3. In no event, will ABLE be liable to any party for any indirect, consequential, incidental, punitive or special damages, or any damages for loss of data, delay, profits, revenue, business or goodwill, even if they have been advised of the possibility of such damages.
- 14.4. Furthermore, ABLE will not be liable to any party for any damage, cost, loss or liability arising from a breach of the obligations of Client of this Terms and Conditions.

15. Intellectual property rights

- 15.1. ABLE hereby grants to Client, that accepts, a worldwide, non-exclusive, non-transferable and non-sublicensable license, to use the Software only for the proper operation of the Exoskeleton/s as set out in Terms and Conditions, and under conditions set forth in the EULA (the "License").
- 15.2. The Client acknowledges that all pre-existing intellectual property rights owned by ABLE or any other proprietary rights of ABLE (the "IP Rights"), are and shall remain the exclusive property of ABLE.
- 15.3. No title to the Exoskeleton/s embedded software shall pass to Client. Transfer of title to the Exoskeleton/s shall include a perpetual, royalty free license, to use the embedded software in the Exoskeleton/s. This license shall not include, copy, test, resell, sublicense or distribution of such embedded software.
- 15.4. Except for the License granted, the Client shall not acquire any right, title, or interest in or to any pre-existing IP Rights owned by ABLE.

16. Confidentiality

- 16.1. For the purposes of this Terms and Conditions, shall be considered confidential information any business, commercial, scientific, technical information, or any other information of any nature, regardless of whether it was disclosed by ABLE prior or after to the date of these Terms and Conditions. Confidential Information includes, without limitation, technical data, trade secrets, know-how, ideas, concepts, business plans, new products, services, contracts, projects, documents, financial projections, patents, trademarks, utility models

and any other intellectual property rights and/or applications thereof (whether registered or not), inventions, processes, designs, whether or not graphic, engineering or advertising, information about incidents of any kind related to the Product/s or ABLE, in respect of which there is written evidence of their confidential or exclusive nature or which, by their nature and/or the circumstances in surrounding the disclosure should be treated as confidential (hereinafter, “**Confidential Information**”).

16.2. Each Party warrants that all such employees, consultants and/or contractors shall be obliged to maintain the confidentiality of the Confidential Information and to use it only in accordance with the provisions of this Terms and Conditions, and each Party shall use all reasonable endeavors to avoid and act against Non-Compliance by its employees, consultants and/or contractors (the “**Representatives**”). Notwithstanding the foregoing, each Party shall remain liable for the compliance of the terms and conditions of these Terms and Conditions by its Representatives.

16.3. The confidentiality obligations hereinabove mentioned shall not apply to any information that:

- i. Can be demonstrated to have been in the public domain as of the Effective Date of this Terms and Conditions, or legitimately comes into the public domain through no fault of the receiving Party;
- ii. Can be demonstrated to have been known to the receiving Party prior to execution of this Terms and Conditions and was not acquired, directly or indirectly, from the disclosing Party or from a third party under a continuing obligation of confidentiality;
- iii. Can be demonstrated to have been rightfully received by the receiving Party after disclosure under this Terms and Conditions from a third party who did not require the receiving Party to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from the disclosing Party under a continuing obligation of confidentiality;
- iv. Can be demonstrated to have been independently developed by personnel of the receiving Party who had no substantive knowledge or use of, or access to any information provided by the disclosing Party; or
- v. Is required to be disclosed pursuant to law or court order, provided that receiving Party provides prior notice to the disclosing Party to assert any exclusions or privileges that may be available by law.

16.4. These confidentiality obligations shall remain in force indefinitely for as long as Confidential Information is secret and confidential and, as long as it does not become public knowledge, provided that this does not occur as a result of a breach of these Terms and Conditions.

16.5. Notwithstanding the abovementioned, the Client authorizes ABLE to incorporate their name, address, logo, trademark, and the number of Exoskeleton/s installed in each clinical setting both for marketing presentations, the ABLE website and promotional materials, without prejudice to the Client’s right to revoke this authorization at any time, by written notice with proof of receipt.

17. **Data protection**

Client privacy is essential to ABLE; therefore, ABLE complies with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free circulation of such data.

18. **Terms and Conditions modifications**

ABLE reserves the right to modify these Terms and Conditions at any time at its sole discretion. In the event of any such modification, ABLE shall notify the Client no less than ten (10) days prior to the modified Terms and Conditions coming into effect. Any modifications shall apply exclusively to purchases made after the effective date of the revised Terms and Conditions, and shall not affect any orders placed or contracts concluded prior to that date. The Client is encouraged to review the Terms and Conditions periodically.

19. **Miscellaneous**

19.1. Unless otherwise stated, these Terms and Conditions do not grant any rights to third parties.

19.2. If any provision of these Terms and Conditions determined to be invalid or unenforceable in whole or in part, for any present or future reason, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof. These Terms and Conditions shall be construed in such a way as if such invalid or unenforceable provisions had never been contained herein. For those purposes, the Terms and Conditions shall no longer be valid exclusively with respect to the null or invalid provision, and none of the remaining parts or provision of these Terms and Conditions shall be null, invalid, prejudiced, or affected by such nullity or invalidity.

19.3. ABLE shall be free to assign to any natural or legal person any rights or obligations arising from these Terms and Conditions without prior consent of Client.

19.4. The Client may not assign any right or obligation under these Terms and Conditions without the prior written consent of ABLE.

19.5. No waiver by the Parties of any of the rights under this Terms and Conditions or derived from the breach thereof will be deemed to exist unless such waiver is made expressly and in writing. Should any of the Parties waive any of their rights under this Terms and Conditions or any breach thereof by the other Party pursuant to the previous sentence, such waiver shall in no way be understood as a waiver of any other right under this Terms and Conditions or any other breach by the other Party, even where it may be similar to the waived event.

20. Communications

20.1. To contact ABLE, ABLE provide with the following contact methods:

E-mail: support@ablehumanmotion.com

Phone number: +34 613 08 83 23

www.ablehumanmotion.com

21. Governing law and jurisdiction

21.1. These Terms and Conditions shall be governed by the laws of the Kingdom of Spain without giving effect to any choice or conflict of law provision or rule (whether of the Kingdom of Spain or any other jurisdiction) that would cause the application of laws of any other jurisdiction).

21.2. Any action or proceeding arising out of or relating to this Terms and Conditions or the transactions contemplated by this Terms and Conditions that is not amicably resolved must be brought and is submitted to the exclusive jurisdiction of the courts of the city of Barcelona (Spain), to the absolute exclusion of any other courts and jurisdictions. By the execution and delivery of this Terms and Conditions, the Parties knowingly, voluntarily, exclusively, and irrevocably submit to the personal jurisdiction of such court in any such action or proceeding and waive any objection they may now or hereafter have to venue or to convenience of forum.

For purposes of this Agreement, the following terms, when used in this Agreement, have the meanings assigned to them below:

“Agreement” means this purchase and supply agreement.

“Applicable Law” means all statutes, ordinances, regulations, rules, or orders of any kind whatsoever, as amended from time to time, applicable to ABLE related to the Exoskeleton and any other portion of the Parties’ activities under this Agreement, including but without limitation (i) any laws and regulations on Taxes, administrative licenses and permits for commercializing medical device products, environmental and labor matters, and (ii) any laws and regulations on quality control, safety and security of the Exoskeleton as applicable in any country of the European Economic Area.

“Confidential Information” means any and all information which is disclosed between the Parties either orally, electronically, visually, or in a document or other tangible form and which (a) is by nature confidential or is identified as confidential by the Parties, related to their own business or activities; (b) is related to Intellectual Property Rights, experimental data, know-how, reports and any other information obtained, made or developed by the Parties in connection with the Agreement.

“Distributor” means a client who acts exclusively in the course of its commercial, business or professional activity, who purchases Product(s) from ABLE for the purpose of resale, distribution or commercialization to third parties, and who does not qualify as a consumer.

“Distribution Agreement” means any agreement entered into between ABLE and a Distributor governing the terms and conditions applicable to the purchase and resale of the Product/s by such Distributor, which shall constitute the Particular Conditions applicable to the relationship between ABLE and that Distributor in lieu of a Quotation.

“Instructions for Use” means the official documentation supplied with the Exoskeleton that explains its proper operation intended purpose, safety requirements, permitted uses, contraindications, handling procedures, maintenance obligations, and all relevant warnings and conditions that must be followed by therapists and patients to ensure safe and compliant use.

“Effective Date” means the date in which this Agreement shall start producing effects.

“Embedded Software” means the software embedded into the mechatronic structure of the Exoskeleton called ABLE Berry, ABLE Cortex and ABLE Neuron, and the software embedded into the remote controller called ABLE RC.

“EULA” means the end user license agreement of the Software.

“Exoskeleton” means the ABLE Exoskeleton, a medical device Class IIa according to Medical Device Regulation (EU) 2017/745, with Basic UDI-DI (Unique Device Identifier) 8437025514A1EF, EMDN Code Y0699 External prostheses and orthoses – Other, manufactured by ABLE, a company with Single Registration Number (SRN) ES-MF-000037009. The device is a wearable lower-limb powered exoskeleton for overground walking in a clinical or a controlled non-clinical setting. The Exoskeleton consists of three major components: (i) the exoskeleton

Schedule I Definitions

mechatronic structure and its embedded software, (ii) 4 exoskeleton batteries and 1 charger, (iii) smartphone with the mobile application Software (ABLE Care application) installed. Optionally, it can include a remote controller (and its embedded software) that allows a patient to control the exoskeleton.

“Force Majeure” means an event that is beyond a non-performing Party’s reasonable control, including an act of God, act of the other Party, war, riot, civil commotion, strike, terrorist act, malicious damage, epidemic, quarantine, fire, flood, storm, or natural disaster.

“Intellectual Property Rights” means all intellectual property rights recognized under any Laws or international conventions or agreements, and in any country or jurisdiction in the world, including, without limitation, patents, patent applications, and patent rights, product configurations, and the goodwill connected with the foregoing, copyrights and copyright rights, copyright applications and registrations, mask works, know-how, business methods, franchises, licenses, trade secrets, confidential information, proprietary processes and technology, trade secrets, data bases, licenses, source codes, inventions, discoveries, technical advances, and any manual, formulae and/or documentation constituting, describing or related to the foregoing. In addition, the term shall include trademarks, trademark applications and registrations, service marks, service mark applications and registrations, domain names, domain name applications and registrations, trade dress, logos and designs, trade names and brands, in all cases, to the extent they are used or have been used by the Company in its activities or it is foreseen that they will be used in the future. The Intellectual Property includes, but is not limited to, the patents EP4321772 “Backdrivable actuator for exoskeleton”, EP4259058 “Powered-knee exoskeleton system”, 23771802.8 “System and method to move into and out from a system to assist walking”, 23786675.1 “Terminal display for a system to assist walking”, and EP24382647 “Method for controlling a powered lower limb exoskeleton during a sit-to-stand motion”.

“License” shall have the meaning set forth in the clause 15.1.

“Non-Compliance” means that the Exoskeleton is not fit for the intended purpose included in the EU Declaration of Conformity of the product, the Label and the Instructions for Use.

“Price” shall have the meaning set forth in the clause 6.

“Quotation” means a written offer issued by ABLE to a Client setting out the particular commercial conditions applicable to the purchase of the Product/s, which, upon signature by the Client, shall constitute the Particular Conditions applicable to that transaction. For the avoidance of doubt, a Quotation shall not apply to transactions governed by a Distribution Agreement.

“Representative/s” shall have the meaning set forth in the clause 16.2.

“Software” means the ABLE Care mobile application that allows the therapist to configure, operate, and monitor the Exoskeleton performance during a therapy session and the cloud server where all the data of the Exoskeleton performance and the therapy session is stored.

“Taxes” mean any form of tax or taxation, levy, duty, charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge or interest) imposed by, or payable to, a Tax

Authority, including indirect Taxes, as applicable to the activities foreseen in this Agreement according to Applicable Law.

“Tax Authority” means any government, state or municipality, or any local, state, federal or other fiscal, revenue, customs, or excise authority, body or official anywhere in the world, authorized to levy tax.

“Walking Aid” means the compatible walker or crutches provided by ABLE that shall be used together with the Exoskeleton, to provide stability and support on the arms of the patient.

“Warranty Period” shall have the meaning set forth in the clause 9.2 of this Agreement.

Schedule II Space requirements

The Exoskeleton/s should only be used indoors, in facilities dedicated to rehabilitation therapy. It shall be used in a spacious area that meets the following requirements:

- A dedicated space for gait training therapy. The space must not be a transit area (e.g., a busy hallway) or a space used for incompatible purposes (e.g., cooking, storage).
- An indoor space with four walls. Covered outdoor spaces are unsuitable. The room must be properly isolated from the outside (e.g., by closing doors and windows).
- There must be a minimum clear walking space of 10 m long and 2 m wide, without any narrow spaces less than 80 cm wide.
- A clear and controlled space with no tripping hazards. There must be no loose objects that could cause falls or objects on the floor. All objects must be able to be stored or secured during training with the device.
- There must be no electrical appliances such as microwaves, refrigerators, ovens, or similar devices, especially those that emit heat or radiation. There must be no water sources that could pose a hazard. Bathrooms and kitchens are unsuitable.
- The floor must be firm, even, dry, level, and non-slip (with a slope of less than 2%) and in suitable condition. Unsuitable surfaces include rocks, sand, grass, cracked floors, tripping hazards, or similar uneven surfaces.
- Adequate lighting and temperature conditions, according to the Product/s' requirements, are necessary. Access to first aid supplies and the ability to contact emergency services are required. Wireless internet connectivity is required for Product/s use.

Power supply sources required: a standard plug for charging the Exoskeleton/s batteries into an electrical outlet (230 volts, 50 Hz).

Power consumption is approximately 120 W.

Sources of gases and other fluids: not applicable.

No construction work is required to install the Exoskeleton/s in the designated area.

Schedule III Preventive maintenance activities

Preventive maintenance consists of a series of:

- **Checks:** diagnostic tests, measurements, or similar.
- **Actions:** replacing specific parts or making adjustments.
 - Repairing detected anomalies and replacing components indicated in the approved maintenance protocol.
- **Final check and functional tests** to ensure no problems have been introduced and to guarantee proper operation.

The **checks** include:

- Verifying that the knee brakes are working correctly.
- Verifying that the four motors are functioning correctly (checking their torque).
- Verifying that the exoskeleton sensors are properly calibrated. If not, they are recalibrated.
- Verifying that all exoskeleton buttons are working correctly.
- An external inspection of the exoskeleton is performed, verifying that the Velcro and plastic parts are not damaged. It is also verified that all adjustable parts can be moved and secured correctly.
- It is checked that the structural parts (carbon fiber, plastic and aluminum) are undamaged.
- If applicable, it is verified that the remote control functions correctly.
- It is verified that the mobile application is properly configured and correctly sends all information to the cloud server.

The **actions** include:

- General cleaning of the Product/s and cleaning of filters or racks.
- If necessary, the moving parts are lubricated and their movement is checked.
- If necessary, the belts that are part of the exoskeleton actuator (motor) are replaced, for both hips and knees.
- The brakes are adjusted if they are found to be malfunctioning.
- The motors are adjusted if they have lost torque.
- Damaged plastic parts are replaced (doesn't include the supports).
- Worn Velcro is replaced. The Exoskeleton's firmware and software are updated.

During the **final check**, the initial check steps are repeated to ensure that no problems or damage occurred during maintenance and that the Exoskeleton/s is safe to use. Finally, functional tests and verification of all systems are performed according to the Product/s specifications.