

RESHAPE TERMS AND CONDITIONS OF LEASE & DELIVERY

1 GENERAL

- 1.1 These Terms and Conditions of Lease & Delivery (including any attachment(s) referenced herein) shall apply to all lease and deliveries of Product(s) by RESHAPE to Buyer, and supersede all other agreements and understandings (including, but not limited to, any terms or conditions which may be included in Buyer's purchase order, order confirmation, or similar document), whether written or oral, between the parties with respect to the purchase. Any subscription to the RESHAPE Cloud Solution shall further be subject to the Terms and Conditions of the RESHAPE Cloud Solution which can be found at: <https://reshapebiotech.com/eula-cloud/>.
- 1.2 All orders for Product(s) shall be deemed to be an offer by the Buyer to purchase Product(s) pursuant to these Terms and Conditions of Lease & Delivery (as amended from time to time).
- 1.3 Acceptance of delivery of the Product(s) shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions of Lease & Delivery.
- 1.4 Any variation to these Terms and Conditions of Lease & Delivery (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed to in writing by RESHAPE.
- 1.5 Any advice, recommendation or representation given by RESHAPE or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Product(s) or otherwise which is not confirmed in writing by RESHAPE is followed or acted upon entirely at the Buyer's own risk, and, accordingly, RESHAPE shall not be liable for any such advice, recommendation or representation which is not so confirmed in writing.
- 1.6 Any reference in these Terms and Conditions of Lease & Delivery to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

- 1.7 The headings in these Terms and Conditions of Lease & Delivery are for convenience only and shall not affect their interpretation.
- 1.8 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by RESHAPE shall be subject to correction without any liability on the part of RESHAPE.
- 1.9 Any notice required or permitted to be given by either party to the other under these Terms and Conditions of Lease & Delivery shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party given the notice.

2 DEFINITIONS

- 1 “**Buyer**” means the person or entity who accepts a quotation from RESHAPE for the lease of the Product(s) or whose order for the Product(s) is accepted by RESHAPE.
- 2.1 “**Product**” means any agreed leased (including, but not limited to, any hardware, software and/or services) by RESHAPE to Buyer or any third-party appointed to receive the deliverable as may be further specified in any document agreed between the parties, excepting in all cases the RESHAPE Cloud Solution.
- 2.2 “**RESHAPE**” means Reshape ApS (Danish company reg. no.: 40056173) or an affiliate of Reshape ApS according to the order confirmation.
- 2.3 “**RESHAPE Software**” means software (including source and object codes, executable programs, documentation, run scripts, and data files) delivered by RESHAPE as part of the Product and meant for use in conjunction with any hardware delivered by RESHAPE as part of the Product. RESHAPE Software shall not include any cloud-based solution which are instead governed by the Terms and Conditions of the RESHAPE Cloud Solution (see Section 1.1 herein).
- 2.4 “**VAT**” means value added tax, sales tax, or any similar tax (if any) properly chargeable in any relevant jurisdiction.

3 ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by RESHAPE unless and until confirmed in writing by RESHAPE's order handling representative.
- 3.2 The Buyer shall be responsible to RESHAPE for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving RESHAPE any necessary information relating to the Product(s) within a sufficient time to enable RESHAPE to perform the agreement in accordance with its terms.
- 3.3 The quantity, quality, and description of and any specification for the Product(s) shall be those set out in RESHAPE's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by RESHAPE).
- 3.4 If the Product(s) are to be manufactured or any process is to be applied to the Product(s) by RESHAPE in accordance with a specification submitted by the Buyer, the Buyer shall indemnify RESHAPE against all losses, damages, costs and expenses awarded against or incurred by RESHAPE in connection with or paid or agreed to be paid by RESHAPE in settlement of any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from RESHAPE's use of the Buyer's specification.
- 3.5 All information on design, weight, dimensions, capacity, technical specifications, etc., given in catalogues, prospects, advertisements, illustrations, and price lists is only binding to the extent expressly referred to in RESHAPE's order confirmation.

4 PRICES

- 4.1 All prices quoted are valid for thirty (30) calendar days only or such lesser period as shall be stated by RESHAPE in the relevant quotation or until earlier acceptance by the Buyer, after which time they may be altered by RESHAPE without giving notice to the Buyer. Prices quoted by RESHAPE includes only the Product(s) comprised by the quote.

4.2 All prices given in RESHAPE's price quote(s) are current prices. RESHAPE reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Product(s) to reflect any increase in the cost to RESHAPE which is due to any factor beyond the reasonable control of RESHAPE (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture) or to any change in delivery dates, quantities or specifications for Product(s) which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give RESHAPE adequate information or instructions.

4.3 Prices do not include any privilege, occupation, personal property, VAT, excise, use or other taxes, or any tariffs or customs duties, and Buyer shall be liable for all such taxes and duties, whether or not RESHAPE invoiced Buyer for them. In case of any withholdings of tax on the payments made by Buyer to RESHAPE, Buyer is obliged to provide RESHAPE with all relevant documentation concerning the withholding.

4.4 When RESHAPE has sent a written order confirmation, the order to purchase is considered binding. Changes can only be effected with written consent from RESHAPE. If cancellation is accepted, a fee of 20% of the amount of the order value can be charged by RESHAPE.

5 PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and RESHAPE, RESHAPE shall be entitled to invoice the Buyer for the price of the Product(s) at any time before or after delivery of the Product(s).

5.2 Payment is due thirty (30) calendar days following the date of invoice.

5.3 RESHAPE shall be entitled to charge interest on overdue payments from the date when payment becomes due in the amount of 2% for each month or fraction thereof following the date of payment.

5.4 Even if the Buyer may have a counterclaim against RESHAPE, such claim cannot be set off against the payment due unless the claim is acknowledged in writing by RESHAPE.

5.5 RESHAPE reserves the right to grant, refuse restrict, cancel, or alter credit terms at its sole discretion at any time.

5.6 If payment or any part thereof is not made by the due date, RESHAPE shall be entitled to:

- a) require payment in advance of delivery in relation to any Product(s) not previously delivered;
- b) refuse to make delivery of any undelivered Product(s) whether ordered under the same agreement or not and without incurring any liability whatsoever to the Buyer for non-delivery or any delay in delivery;
- c) appropriate any payment made by the Buyer to such of the Product(s) (or Product(s) supplied under any other contract) as RESHAPE may think fit;
- d) terminate the agreement concerning the Product(s).

5.7 In the event that RESHAPE terminates the agreement pursuant to Section 5.6 above, the Buyer shall indemnify RESHAPE in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by RESHAPE as a result of such termination.

6 DELIVERY

6.1 Products are delivered DAP, INCOTERMS 2020, at the location specified by RESHAPE in connection with RESHAPE's price quote or order confirmation.

6.2 Unless otherwise agreed in writing, delivery of the Product(s) shall take place on the date specified by RESHAPE. The Buyer shall make all arrangements necessary to take delivery of the Product(s) whenever they are tendered for delivery.

6.3 The date of delivery specified by RESHAPE is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

6.4 The Product(s) may be delivered by RESHAPE in advance of the quoted delivery date upon giving reasonable notice to the Buyer. RESHAPE shall be entitled to

make part delivery of the Product(s) at any time upon giving reasonable notice to the Buyer.

6.5 If the Buyer fails to accept delivery of Product(s) on the delivery date or within three (3) calendar days of notification that they are ready for delivery, the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Product(s) are either delivered to the Buyer or disposed of elsewhere.

6.6 If the delivery is delayed in whole or in part, RESHAPE is not liable unless it can be proven that the delay is due to errors or negligence on the part of RESHAPE and if the Buyer can prove that it has suffered a documented loss. Damages cannot exceed more than 10% of the invoice value of the delayed delivery, exclusive of VAT and import levy.

6.7 If the Buyer fails to take delivery of the Product(s) or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of RESHAPE's fault) then, without prejudice to any other right or remedy available to RESHAPE, RESHAPE may:

- a) store the Product(s) until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- b) lease the Product(s) at the best price readily obtainable and (after deducting all reasonable storage and expenses) account to the Buyer for the excess over the price under the agreement or charge the Buyer for any shortfall below the price under the agreement.

7 TITLE TO PRODUCTS

7.1 As the Products are leased, they remain the property of RESHAPE. Buyer shall not sell, sublease or otherwise transfer or put up as security any of the leased Products or otherwise limit RESHAPE's rights thereto. Serial numbers or other markers serving a purpose of identifying the leased Products may not be removed nor transferred to others in verbal or writing.

7.2 The Buyer shall ensure that the leased Products are kept and maintained in such a way that they do not suffer damages or deteriorate (other than through normal wear and tear).

7.3 Upon termination, the leased Products shall be returned to RESHAPE, at Buyer's expense and risk, in the same condition as delivered by RESHAPE, excepting normal wear and tear.

8 SPECIFIC TERMS WITH RESPECT TO RESHAPE SOFTWARE

8.1 Subject to the terms and conditions herein, the Buyer is granted a limited, non-exclusive, non-assignable, copyright license to install, test and use the RESHAPE Software in conjunction with hardware manufactured or supplied by RESHAPE or a third-party approved by RESHAPE and only as an integral part of or incorporated in such hardware.

8.2 Except as and only to the extent prohibited by applicable law, the following restrictions shall apply:

8.2.1 Buyer may not modify the RESHAPE Software nor may Buyer reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms and similar information of the RESHAPE Software or any part thereof. Buyer may not distribute, sublicense or transfer the source code, algorithms and similar information to the RESHAPE Software or any derivatives thereof to any third party without the express written consent of RESHAPE. Buyer may not permit, authorize, license to or sublicense any third party to view or use the source code, algorithms and similar information in the RESHAPE Software or modify the RESHAPE Software.

8.2.2 RESHAPE retains all ownership of the RESHAPE Software (including, but not limited to, source code, object code, algorithms, and similar information) itself and reserve all rights not expressly granted to Buyer.

8.3 RESHAPE may include software supplied by third parties in the RESHAPE Software. RESHAPE is providing such third-party software to the Buyer by permission of the respective licensors and/or copyright holders on the license terms provided by such parties. Such third-party license terms can be found in documentation accompanying the RESHAPE Software (such as a read-me file). Buyer must fully agree and comply with these license terms or must not use the software. The third-party license terms apply only to the respective software to which the license pertains.

8.4 If Buyer receives an update, fix, or patch to the RESHAPE Software, Buyer accepts any additional or different terms that are applicable to such update, fix, or patch

that are specified in any accompanying document (which may be in electronic form) with information or additional or different terms as to the RESHAPE Software. If no additional or different terms are provided, then the update, fix, or patch is subject solely to these terms herein. If the RESHAPE Software is replaced by an update to fix a material problem and Buyer is notified hereof, Buyer agrees to promptly discontinue use of the replaced RESHAPE Software. RESHAPE is not obligated to support, fix or update the RESHAPE Software, except where otherwise agreed in writing.

- 8.5 The RESHAPE Software is designed, intended, and authorized for use only in its specified operating environment and in compliance with its specifications. The RESHAPE Software's specifications, and specified operating environment information, can be found in documentation accompanying the RESHAPE Software (such as a read-me file) or other information published by RESHAPE (such as an announcement letter).

9 DEFECTS AND LIMITED WARRANTIES

- 9.1 If the Products (or parts thereof) prove to be defective in the lease period, then RESHAPE shall, at RESHAPE's option, either repair or replace the defective item, at RESHAPE's expense. An item shall be considered "defective" if RESHAPE, making a good faith determination, finds that it is defective in materials or workmanship and if the defect materially impairs the value of the Products to Buyer, except that the Products will not be defective if they conform to industry accepted tolerances or RESHAPE's specifications or the Products are used for applications not specified in RESHAPE's quotation or order confirmation for the Products. This Section sets forth Buyer's sole and exclusive remedies for any defect in the Products. Buyer shall not, without prior written consent by RESHAPE, itself or via any third party perform any alterations, modifications, additions or repairs to the Products. In such event that Buyer itself or via 3rd parties perform alterations, modifications, additions or repairs to the product the Buyer shall be viewed as having materially breached these Terms and Conditions of Lease & Delivery.

- 9.2 This warranty shall not apply to any alleged defect that results from damage, physical abuse, vandalism, misuse, alterations, modifications, additions or repairs made without RESHAPE's prior consent, excessive electrical loads, exposure to water or corrosive liquids or other substances, exposure to excessive heat, or use other than as intended by RESHAPE. Notice of any defect must be given to RESHAPE

within thirty (30) days of discovery by Buyer of the defect. EXCEPT AS STATED IN THIS PARAGRAPH, RESHAPE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY AS TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

10 LIMITATION OF LIABILITY

- 10.1 In no event shall RESHAPE be liable for any special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of business, corruption or loss of data, failure to transmit or receive any data or information, business interruption or any other commercial damages or losses, arising out of or related to the use or inability to use the Product(s), however caused, regardless of the theory of liability (contract, tort or otherwise) and even if RESHAPE has been advised of the possibility of such damages.
- 10.2 RESHAPE shall not be liable to the Buyer or be deemed to be in breach of the agreement by reason of any delay in performing, or any failure to perform, any of RESHAPE's obligations in relation to the Product(s) if the delay or failure was due to any cause beyond RESHAPE's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the RESHAPE's reasonable control: act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance, or requisition; acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of RESHAPE or of a third party); difficulties in obtaining raw materials, labor, fuel, parts or machinery; or power failure or breakdown in machinery.
- 10.3 RESHAPE's total cumulative liability to Buyer, including for direct damages and any indemnification obligation under the agreement (and whether the breach arises because of breach of contract, negligence, or for any other reason), will not exceed the sum paid or payable to RESHAPE by Buyer under the agreement for the Product(s) that are the subject of and directly affected by such claim.
- 10.4 To the extent that RESHAPE should be held liable by a third party in excess of the liability of this Section 10, the Buyer shall hold RESHAPE harmless from such liability.

11 PRODUCT LIABILITY

- 11.1 To the extent permitted under applicable law, RESHAPE shall not be liable for personal injury or property damage which is caused by defects in the Product(s) whether caused to the Buyer, the Buyer's personnel, the Buyer's contractors, or any third party, unless it is demonstrated that the damage is due to RESHAPE's gross negligence or willful conduct.
- 11.2 If any third party should claim damages from the Buyer based on allegations of product liability in relation to the Product(s), the Buyer must notify RESHAPE thereof immediately in writing.
- 11.3 The Buyer shall accept to be sued at the court or other venue that tries any product liability case against RESHAPE arising out of or related to Product(s) leased to Buyer under the agreement for the Products.
- 11.4 For the sake of clarity, RESHAPE will have no liability and Buyer shall indemnify RESHAPE for product liability if and to the extent that a claim of product liability is based on or caused by (a) a product modification made by Buyer or a third party, (b) a product modification made by RESHAPE at Buyer's request, (c) use or interconnection by Buyer of the Product(s) in combination with other products not made or sourced by RESHAPE, (d) Product(s) made to specifications not provided by RESHAPE, (e) the improper use, maintenance, repair, or servicing of the Product(s) by Buyer or a third party.
- 11.5 THE PRODUCTS (including, for the sake of clarity, the RESHAPE Software) ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM, APPLICATION OR ACTIVITY IN WHICH THE FAILURE OF THE RESHAPE PRODUCT(S) COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G. MEDICAL TREATMENTS, MEDICAL DIAGNOSTICS, MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS OR ACTIVITIES, QUALITY CONTROL SYSTEMS OR ACTIVITIES, AIRPLANES, NUCLEAR POWER INDUSTRY AND SPACE INDUSTRY). If Buyer makes such unauthorized use of the Product(s), Buyer shall indemnify and hold harmless RESHAPE and its officers, employees, subsidiaries and affiliates against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of any claim, including any claim of product liability, associated with the unauthorized use. Buyer is in any event solely responsible for determining the

proper application and use of the Products in compliance with applicable law, rules and regulations.

- 11.6 For the sake of clarity, and to the extent permitted under applicable law, RESHAPE's product liability is subject to the same limitations as in Section 10 (Limitation of Liability), in particular Section 10.1.

12 INSOLVENCY OF BUYER

- 12.1 If RESHAPE reasonably apprehends that Buyer is not or will not be able to make payments to RESHAPE as they come due and notifies the Buyer accordingly, then, without prejudice to any other right or remedy available to RESHAPE, RESHAPE shall be entitled to cancel the agreement with Buyer or suspend any further deliveries under the agreement without any liability to the Buyer, and if the Product(s) have been delivered, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 INTELLECTUAL PROPERTY AND RESTRICTIONS

- 13.1 RESHAPE retains title and ownership to any and all intellectual property rights (whether registered or not) in the Product(s) (including, but not limited to, copyrights, rights in source code, rights in trade secrets and other confidential information, rights in inventions, patent rights, trademarks and designs), except that Buyer may use the Product(s) for their intended purpose.
- 13.2 Except as expressly agreed by the parties in writing, Buyer shall not (a) manufacture or have manufactured any products or provide any services utilizing the intellectual property of RESHAPE; (b) alter, enhance or otherwise modify the Product(s) or intellectual property or any parts thereof; (c) disassemble, decompile or reverse engineer any of the Product(s) or intellectual property or any parts thereof or prepare derivative works of any of these; (d) distribute, sublicense or transfer the intellectual property rights (including, but not limited to, trade secrets and confidential information contained in any Product(s)) or any derivatives thereof to any third party, and/or (e) use any trademarks or similar marks of RESHAPE for marketing and sales purposes or any other commercial purpose.

- 13.3 RESHAPE will indemnify and defend Buyer against claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of the actual or alleged infringement by the Product(s) of a third-party intellectual property right. If a claim under Section 13.3 results, or is likely to result, in an injunction or other order that would prevent RESHAPE from supplying or Buyer from using Product(s) for their intended purpose, RESHAPE will at its option and expense either (a) secure a license of the intellectual property right that permits RESHAPE to continue supplying the Product(s) to Buyer respectively permits the Buyer to use the Product(s) for their intended purpose, or (b) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (c) replace the Products with non-infringing but practically equivalent products.
- 13.4 RESHAPE will have no liability under Section 13.3 unless Buyer provides RESHAPE with full information, cooperation, and assistance regarding, and authority to defend, a claim covered by Section 13.3. RESHAPE will further have no liability under Section 13.3 if and to the extent that a claim of infringement is based on (a) a product modification made by Buyer or a third party, (b) a product modification made by RESHAPE at Buyer's request, (c) use or interconnection by Buyer of the Product in combination with other products not made or sourced by RESHAPE, or (d) Product(s) made to specifications not provided by RESHAPE.
- 14 CONFIDENTIALITY
- 14.1 Unless the parties have entered, or later enter into, a non-disclosure agreement applying to the agreement for the products, the following shall apply:
- 14.1.1 From time to time RESHAPE and Buyer may disclose to each other confidential and proprietary information relating to the Product(s) (a) which information is clearly marked as confidential or proprietary or (b) which information would, under the circumstances, clearly appear to a reasonable person to be confidential or proprietary. Such confidential information shall not include information which (a) is now available or becomes available to the public without breach of this Section 14; (b) is approved for release by the disclosing party; (c) is lawfully obtained from a third party or parties without a duty of confidentiality; (d) is known to the receiving party prior to such disclosure as demonstrated by files in existence at the time of disclosure; (e) is independently developed by the receiving party without the use of any of disclosing party's confidential information or any breach of

Section 14 as demonstrated by files in existence at the time of development; or (f) is required to be disclosed under applicable law or rules of a relevant stock exchange.

- 14.1.2 The receiving party shall (a) not disclose the other party's confidential information to any third party; (b) restrict disclosure of such confidential information to only those directors, officers, employees, agents or consultants who must be directly involved with the confidential information for the purposes of the agreement and who are bound by confidentiality and non-use terms substantially similar to those in Section 14; (c) not reverse engineer, decompile or disassemble any confidential information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against unauthorized disclosure of confidential information; (e) only use the disclosing party's confidential information for the purpose for which it was disclosed; and (f) promptly notify the disclosing party upon discovery of any unauthorized use or disclosure of the confidential information and take reasonable steps to regain possession of the confidential information and prevent further unauthorized actions or other breach of Section 14.

15 PERSONAL DATA

- 15.1 In connection with the agreement for the Products, RESHAPE may gain access to and/or acquire the ability to transfer, store and process personal data of Buyer's employees and other associates.
- 15.2 RESHAPE will only process such personal data to the extent reasonable required to enable it to provide the Product(s) as well as fulfil its other obligations and uphold its rights under the agreement or as requested by and agreed with Buyer. RESHAPE will not retain personal data longer than necessary.
- 15.3 RESHAPE will not disclose personal data to any third parties other than employees, officers, directors, agents, subcontractors, or advisors in a strict "need-to-know" basis.
- 15.4 RESHAPE will maintain technical and organizational security measures to protect the personal data.

15.5 Further information on RESHAPE's approach to data protection can be found on the RESHAPE website: <https://reshapebiotech.com/data-protection/>.

16 INTERNATIONAL RELATIONS

16.1 Notwithstanding any other restrictions in these Terms and Conditions of Lease & Delivery, the Buyer shall comply with all applicable laws, rules and regulations governing the export, import or re-export or re-import of the Product(s) or any work deriving from the use of the Product(s) and will obtain all necessary licenses, permits and similar.

16.2 Buyer will, if reasonably requested by RESHAPE, provide all necessary or appropriate assistance and information to RESHAPE at all relevant times to allow RESHAPE to comply with all export controls, including information regarding the end-user(s) and the end use of the Product(s).

16.3 Buyer will notify RESHAPE of the requirements of any applicable legislation or regulations requiring action on the part of RESHAPE and for the payment of any duties or similar in connection with the Product(s).

16.4 RESHAPE may restrict the sub-lease of Product(s) within specific geographic regions because of various contractual arrangements or governmental restrictions.

16.5 The Buyer is responsible in every respect and at its own account for ensuring that RESHAPE's Products comply with the national legislation of the country or countries in which the Buyer markets or uses RESHAPE's Products.

16.6 The Buyer shall indemnify RESHAPE for any claim, loss or fine related to the Buyer's non-compliance with Section 16.

17 TERMINATION

17.1 Either party may terminate the agreement concerning the lease of the Products by providing no less than one (1) month's prior written notice to the other party. Similarly, RESHAPE may at any time by providing the Buyer with forty-five (45) days' prior written notice amend the agreement.

- 17.2 In addition to any other remedies it may have, either party may also terminate the agreement concerning the lease of the Products upon ten (10) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of the agreement and fails to fully remedy it within the said notice period.
- 17.3 In case of any termination, Buyer will pay in full for the leased Products up to and including the last day on which the Products are provided.
- 17.4 All sections of the agreement concerning the lease of the Products, including these Terms and Conditions of Lease & Delivery, which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

18 VENUE AND GOVERNING LAW

- 18.1 Any dispute arising out of or in connection with the delivery of Product(s), the agreement concerning the Product(s) respectively these Terms and Conditions of Lease & Delivery including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Unless the claims, in the aggregate, are for more than DKK 1,500,000.00, the arbitral tribunal shall be composed of one (1) arbitrator and otherwise it shall be composed of three (3) arbitrators. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.
- 18.2 The substantive law of Denmark shall apply, not taking into account its provisions that may lead to the application of any other substantial law than Danish law. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

