

Combination Agreement

The medical device/ devices in the table below, manufactured by MAX MOBILITY, can be combined with device/ devices in the table below manufactured by PANTHERA provided that the combination (the "Combined Product") is made in an expert fashion and according to the restrictions of both manufacturers as stated in the manuals communicated by the manufacturers (statement according MDR 2017/745 - Article 22). Both manufacturers fulfill all relevant parts of MDR for their respective products that may be included in the Combined Product.

MAX MOBILITY LLC product	Panthera AB product
SmartDrive MX2+	S2 / U2 + U2 Light S3 / U3 + U3 Light version Panthera X

Mounting of the MAX MOBILITY medical device/s on the PANTHERA medical device/s must be executed according to the MAX MOBILITY mounting instruction by authorized and skilled staff only. MAX MOBILITY restrictions have to be observed (see bracket list)

The maximum values and restrictions (e.g. user weight) mentioned in the user manuals of all devices in the Combined Product must be observed. Machining, bending, welding or bracing on any safety relevant components is not allowed. Exceptions are allowed according to mounting instructions provided from the manufacturers. The responsibility for the verification activities including relevant documentation in respect to the combination is held by MAX MOBILITY. The related documentation shall be made available for PANTHERA in a timely manner upon request.

Since the original configuration of the PANTHERA wheelchair is changed when accessories are mounted on it, the parties agree that MAX MOBILITY shall be:

- regulatory responsible for the Combined Product [in the EU], meaning that the risk of the Combined Product has been evaluated and documented and for any registration of the Combined Product required by EU laws and regulations, including ensuring traceability and any additional instructions or warnings required as a result of the risk assessment of the combination or MDR; and
- liable for incidents in connection with the correct use of the mounted device. The manufacturer of the device takes full responsibility for instructions for installation and user manual for the current device attached. The aforementioned liability of MAX MOBILITY shall only apply to the extent any damages in relation to such incidents would not have occurred but for the combination of the above devices in the Combined Product, which for the avoidance of doubt shall mean that MAX MOBILITY's liability does not comprise damages caused by incidents or accidents that are, or are likely attributable to, the original function and performance of PANTHERA's devices even when included in the Combined Product.

Both parties shall communicate planned changes to their respective device as far as the Combined Product may be affected. All external communication especially communication to Competent Authorities in respect to the Combined Product shall first be communicated between the parties. In general, the communication to authorities is done by the manufacturer of the device which has failed or malfunctioned.

Support for requests from authorities and requests for investigations of adverse events shall be provided by both parties within the time frame defined by the authority or manufacturer.



2021-07-27

Logga in här

This combination agreement has been drawn up in two copies, one for each party. Authorized representatives have executed this agreement.

Term and termination

This Combination Agreement shall be valid from the date of the last signature and for an indefinite period of time. The parties agree that they intend to renegotiate and restate this Combination Agreement within [six (6) months] of its effective date. Each party shall be entitled to terminate this Combination Agreement upon 30 days' written notice to the other party.

Confidentiality

For the purposes of this Combination Agreement "Confidential Information" means all confidential or proprietary information of a party (however recorded or preserved) and includes financial information, trade secrets and know-how, customer information, and other confidential information attributable to the parties or their affiliates or which a party from time to time may receive or obtain as a result of entering into or performing its obligations pursuant to the Combination Agreement, but excluding (i) information which is or becomes known to the general public other than through a breach of the Combination Agreement or another undertaking of confidentiality towards either party; (ii) information which the receiving party can show was in its lawful possession before receiving such information from the other party; (iii) information which a party has received or receives from a third party without any lawful restraints as to the disclosure thereof; and (iv) the fact that this Combination Agreement has been entered into and the content thereof.

Each party undertakes to (i) not disclose any Confidential Information to any person other than any of its directors or employees who needs to know such information in order to properly discharge their respective duties; (ii) not use any Confidential Information other than for the purpose of the proper performance of its obligations under the Combination Agreement; and (iii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this section as if such person were a party to the Combination Agreement.

Notwithstanding the provisions of the above section, a party may disclose Confidential Information (i) if and to the extent required by applicable law or for the purpose of any judicial proceedings; (ii) if and to the extent required by any securities exchange or regulatory or governmental body to which the party is subject or submits, wherever situated whether or not the requirement has the force of applicable law; (iii) to its professional advisers, provided that such advisers are bound by confidentiality towards the party; and (iv) if and to the extent the other party has given prior written consent to the disclosure.

The parties may inform relevant third parties about the (mutual) compatibility of the products in the Combined Product and the scope of this Combination Agreement.

Signatures

MAX MOBILITY LLC A part of PERMOBIL INC 300 Duke Dr. Lebanon, TN 37090 USA	PANTHERA AB Gunnebogatan 26 SE-163 53 Spanga Sweden
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Date: 2021-07-27

Director Product Management
Ben Hemkens

Date: 2021-07-27

Sales Manager
Therese Ahlqvist