



RENTAL AGREEMENT [number] ("Rental Agreement")

THE PARTIES TO THIS AGREEMENT:

1. MediCapital Rent B.V., established at Tieleman en Drosweg 17, 2314 XW, Leiden, The Netherlands, with registration number 28066287 hereinafter referred to as "MCR"; and
2. [Customer name & legal entity], established at, [Customer address], hereinafter referred to as "Hirer";

HAVE AGREED AS FOLLOWS:

ARTICLE 1. GENERAL TERMS AND CONDITIONS

MCR's General Terms and Conditions 2020 (hereafter referred to as "MCR GTC") shall apply to this agreement, with the exclusion of any other terms and conditions. The MCR GTC can be downloaded from MCR's website (www.medicapitalrent.com). By signing this agreement, Hirer declares to have taken note of the MCR GTC and to accept the MCR GTC.

ARTICLE 2. DESCRIPTION OF THE RENTED OBJECT ("Rented Object")

Equipment:	[Equipment description]	
Brand:	[Equipment	brand]
Type:	[Equipment	type]
Serial number:	[Serial number]	

The Rented Object shall be used for a study with the reference code [Study code] at site [Site number].

ARTICLE 3. DURATION

The rental term shall take effect the day the Rented Object is sent to the destination designated by Hirer (hereafter referred to as "Start Date").

This rental agreement is entered into for a minimum period ("Minimum Period") of [# of Months] Months, commencing on the Start Date and ending the day on which [# of Months] months have expired after the Start Date (this day hereafter referred to as "End Date"), provided that the Rented Object shall be returned to MCR's establishment of origin on or before the End Date. If the Rented Object is not returned to MCR's establishment of origin on or before the End Date, the rental period shall be extended until the date on which the Rented Object has been returned to MCR's establishment of origin. Should Hirer cancel this rental agreement prior to the end of the minimum period, Hirer's payment obligations for the remainder of the rental Minimum Period will remain in place, will be invoiced by MCR and must be paid by Hirer.

ARTICLE 4. RENTAL FEE AND INVOICING

The rental fee ("Rental Fee") shall amount to EUR [Monthly rental price] per month excluding any applicable taxes. If the total of all Rental Fees which are to be paid by Hirer based on this rental agreement is less than EUR 150.00, the Rental Fee will be adjusted to EUR 150.00 excluding any applicable taxes.

The Rental Fee does not include repair costs, damage assessment costs or other costs resulting from non-intended or incorrect use of the Rented Object. Neither does the Rental Fee include the costs associated with the transportation of the Rented Object, which will be charged to Hirer separately in accordance with the MCR GTC.

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Invoices for the Rental Fee shall be sent by MCR to Hirer on a monthly basis via email, using the following address [Specify invoicing address & email address].

Invoices for the Rental Fee shall be sent by MCR to Hirer on or around the 16th day of each month. Unless indicated otherwise on the invoice, an invoice sent by MCR to Hirer in a certain month (for example: in April) will pertain to the rental fees for the subsequent month (in the example: May).

As an exception to the aforementioned principles for invoicing, the first invoice sent by MCR to Hirer may contain the following:

If the first invoice is sent to Hirer in the same month in which the rental agreement has taken effect:

- o the Rental Fee (together with applicable taxes) relating to the month in which this rental agreement has taken effect (present month);
- o the Rental Fee (increased with any applicable taxes) relating to the month following the month in which the rental agreement has taken effect (month ahead);
- o the costs related to the transportation of the Rented Object to the destination designated by Hirer; and
- o if applicable, a Deposit as described in Article 5 of this rental agreement.

If the first invoice is sent to Hirer in the month following the month in which the rental agreement has taken effect:

- o the Rental Fee (increased with any applicable taxes) relating to the month in which this rental agreement has taken effect (past month);
- o the Rental Fee (increased with any applicable taxes) relating to the month in which the first invoice has been sent (present month); and
- o the Rental Fee (increased with any applicable taxes) relating to the month following the month in which the invoice has been sent (month ahead);
- o the costs related to the transportation of the Rented Object to the destination designated by Hirer; and
- o if applicable, a Deposit as described in Article 5 of this rental agreement.

Unless the invoice explicitly states otherwise, all invoices sent by MCR to Hirer shall be paid by Hirer within [Payment term Customer] calendar days.

ARTICLE 5. DEPOSIT

The refundable deposit for the Rented Object shall amount to EUR [Deposit amount], hereafter referred to as the "Deposit".

The Deposit shall be invoiced to Hirer as part of the First Invoice referred to in Article 4 of this rental agreement.

If, at the end of the rental period, Hirer has duly met all of its obligations resulting from this rental agreement, MCR shall credit the Deposit (or, as the case may be, any remainder of the Deposit) to Hirer on the final invoice to Hirer for this rental agreement.

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ARTICLE 6. DELIVERY

MCR shall handle the transportation of the Rented Object to the following address: **[Site address]** after the receipt of this rental agreement duly signed by Hirer. Any costs and taxes relating to the transportation of the Rented Object will be invoiced by MCR to Hirer in accordance with the MCR GTC. If MCR is unable to deliver the Rented Object at the above address, the Rented Object will be transported to an agreed depot location instead. If transportation to a depot location is necessary, MCR shall be informed by Hirer of the address of the depot location and other logistical information.

ARTICLE 7. STATE OF REPAIR

Unless Hirer informs MCR of any defect in writing within five (5) working days of the receipt of the Rented Object, it shall be understood that Hirer has received the Rented Object in a good state of repair and without defects that may hamper its use as defined by this rental agreement. For the avoidance of doubt, the aforementioned condition shall also apply if Hirer has not received the Rented Object in person but instead has (implicitly or explicitly) authorized any other person or entity (for example a user of the Rented Object or a study site operator) to receive the Rented Object on Hirer's behalf.

ARTICLE 8. TITLE AND RISKS

Title to the Rented Object shall not pass to Hirer unless the parties to this rental agreement have agreed otherwise in writing. Notwithstanding the foregoing and/or the MCR GTC, all risks of (partial) damage, destruction or loss of the Rented Object during the rental period shall be borne by Hirer and Hirer hereby agrees to hold MCR harmless for any losses resulting from (partial) damage, destruction or loss of the Rented Object during the rental period.

ARTICLE 9. SIGNATORIES

This rental agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when joined, shall together constitute one and the same agreement. Any photocopy or electronic scan of this rental agreement, or of any counterpart, shall be deemed the equivalent of an original.

THUS AGREED, DRAWN UP AND SIGNED

Place: LEIDEN
Date: 8-4-20

Place:
Date:

MediCapital Rent B.V.

[Customer name]

Signature
Name John P.M. Blank
Function CEO

Signature
Signatory's name
Signatory's function