



EQUIPMENT RENTAL AGREEMENT FOR HOME SUPPORT

AMPAROCARE, Lda., a limited liability company headquartered at Rua David de Sousa, no. 5, Basement, 1000-105 Lisbon, NIPC 518417077, registered at the Lisbon Commercial Registry Office, herein represented by its managing partner António Francisco Simões, with professional domicile at the same address, with powers for this act as per the permanent certificate no. 8877-8820-7637, hereinafter referred to as "AmparoCare":

CLAUSE ONE

AmparoCare is a limited liability commercial company whose corporate purpose includes, among other activities, the provision of nursing and healthcare services, hygiene, nutrition, and personal comfort at home, as well as the sale and rental of medical equipment and assistive devices.

As part of its commercial activity, AmparoCare rents the respective equipment to the Client, who accepts it, at the corresponding commercial value.

AmparoCare is the owner and legitimate possessor of all movable goods, and the Client, under this contract, does not acquire ownership rights over them.

If the Client wishes to purchase the goods, they must submit a written request to AmparoCare at the address indicated in Clause Eight of this contract, awaiting, if applicable, AmparoCare's express acceptance.

CLAUSE TWO

This contract begins upon acceptance of these terms and conditions and will end on the first business day following the moment the Client explicitly requests the collection of the equipment.

For the purposes of the previous paragraph, it is considered that the Client has expressly requested the collection of the equipment if they communicate it in writing to AmparoCare via the email indicated in Clause Eight. This rental has a minimum duration of thirty days.

CLAUSE THREE

The equipment subject to this rental agreement will be delivered by AmparoCare, or by a third party acting on its behalf, to the address provided by the Client and will be collected from the same location upon contract termination.

AmparoCare will only deliver, assemble, and collect equipment on business days.

The Client confirms that the equipment was delivered in perfect condition and fully operational.

Throughout the duration of this contract and until its final collection, the Client is obligated to keep the rented equipment in good working order and cleanliness, requesting AmparoCare or allowing it, on its own initiative, to carry out or arrange any necessary maintenance or repairs.

Any technical intervention or repair required due to misuse or lack of care by the Client or a third party while the equipment is in their possession is the Client's responsibility and must be covered by them.

In the event of total loss of the rented equipment, for reasons attributable to the Client or third parties while the equipment is under the Client's care, the Client will be required to pay AmparoCare an amount equal to its commercial value.

The payment specified in the previous paragraph, in case of total loss of the equipment, must be made within a maximum period of 30 days.

CLAUSE FOUR

The rental fee published on the website www.amparocare.com at the time of this contract, including VAT at the legal rate in force, is due from the date of equipment delivery until the moment the Client explicitly requests its collection from AmparoCare, under Clause Two, paragraph 2.

If the rental period exceeds thirty days, payment will be made every thirty days or in proportion to the number of days used.

The payment for the aforementioned period must be made by the Client to AmparoCare within eight (8) days from the date of the payment notice issuance. If payment is not made within this period, a 15% penalty will be added to the charged amount.

After the 30-day period mentioned in paragraph 3 of this clause, if the rental fees remain unpaid, AmparoCare will notify the Client via registered letter with acknowledgment of receipt, requiring the return of the equipment within a maximum of 8 days.

If the Client does not return the equipment within the specified period after receiving the notification, AmparoCare will have the right to attempt its retrieval, with all associated collection costs being charged to the Client.

On the day of equipment delivery or collection by AmparoCare, the Client must pay all outstanding amounts due until the end of the rental period.

Payment of the agreed amount does not grant the Client any ownership rights over the equipment under any circumstances, as ownership remains exclusively with AmparoCare, except under Clause One, paragraph 4.

Rental payments can be made via bank reference or MB WAY, as previously shared and communicated via email info@amparocare.com, or through bank transfer, including the Client's tax identification number in the transfer description, to the IBAN **PT50 0007 0000 0077 8407 8322 3**.

The rental fee stipulated in this clause may be revised by AmparoCare from the second year of the contract, provided that the Client is notified in writing at least 30 days in advance of the update coefficient and the resulting new rental value.

For home equipment collection, the Client shall pay AmparoCare **€39.90**, including VAT at the legal rate in force. This amount must be paid in full by the Client at the time of equipment collection, except if the rental duration exceeded 6 months.

CLAUSE FIVE

The equipment is intended for the Client's **exclusive personal use** and may not be permanently or temporarily transferred, either free of charge or for a fee, to any third party.

CLAUSE SIX

AmparoCare and the Client agree to keep absolutely confidential any and all information that they become aware of or may acquire in any way due to the execution of this contract, under penalty of liability for damages resulting directly from non-compliance with this clause.

CLAUSE SEVEN

AmparoCare and the Client undertake to ensure full compliance with **Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016**, on the protection of personal data, as well as any related legislation.

CLAUSE EIGHT

For all legal and contractual purposes, including the dispatch of communications, notifications, and citations, the following addresses and emails shall be used:

- **For AmparoCare:** Rua David de Sousa, no. 5, Basement, 1000-105 Lisbon.
Email: info@amparocare.com

Any communications, notifications, or citations sent to the domiciles or emails stated herein will be considered valid and effective upon receipt, with any matters not covered in this clause being governed by the relevant legal provisions in the Portuguese legal system regarding deadline calculations.

This contract shall be executed and interpreted in accordance with **Portuguese law**.

To resolve any disputes arising from the interpretation or execution of this contract, the **Lisbon District Court** shall have jurisdiction, expressly waiving any other jurisdiction.

For AMPAROCARE, Lda.

Management

A photograph of a handwritten signature on a piece of paper. The signature is written in dark ink and appears to be 'António'. The paper is slightly tilted and has some other markings on it.