

rebless Equipment Rental Agreement

Agreement Effective Date: _____

H Robotics Inc., a Delaware corporation (“**H Robotics**”), is temporarily renting the equipment listed below (the “**Equipment**”) to the undersigned customer (the “**Customer**”) pursuant to the terms of this rebless Equipment Rental Agreement (the “**Agreement**”). The EULA, attached hereto as Exhibit A (the “**EULA**”), forms an integral part of this Agreement. For clarity, ownership of the Equipment is not transferred from H Robotics to Customer (unless the Equipment is otherwise purchased by Customer), and H Robotics shall remain the sole and exclusive owner of the Equipment and any services (i.e. the rebless software app) provided in connection with the Equipment. Upon termination or expiration of this Agreement, Customer agrees to return the Equipment to H Robotics pursuant to the terms hereof. H Robotics and Customer shall be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

The Parties, intending to be legally bound, agree to the terms and conditions of this Agreement:

Weekly Rental Pricing

Weekly Rental	Price
1 week trial	\$99.00/week

Monthly Rental Pricing

Monthly Rental	Price
1 month	\$599.00/month
2 months	\$499.00/month
3 months	\$399.00/month

Rental Period & Equipment Site

- Delivery address (i.e. Equipment Site):
- Rental Period (weeks or months) (The **Rental Period** will start upon the Customer receiving the Equipment):

At least 7 days prior to the expiration of the Rental Period, Customer will receive an email regarding extension of the Rental Period. If Customer does not extend the Rental Period, the Equipment must be returned to H Robotics within 10 days of the end of Customer’s Rental Period. Failure to return Equipment within the 10 day period constitutes the acceptance of a month-to-month Rental Period at the Monthly Rental Pricing above (i.e. \$599/month). **IF YOU HAVE PROVIDED YOUR CREDIT FOR PAYMENT, WE WILL CHARGE YOUR CREDIT WITHOUT FURTHER NOTICE TO YOU, AND YOU HEREBY AUTHORIZE SUCH CHARGES.**

Equipment Information

- The **rebless device** is an FDA-registered robotic exercise therapy device for both the upper and lower extremity, providing motion to the elbow, wrist, ankle, and knee joints.
 - Model: RHSW
 - **rebless** is a proprietary H Robotics software application used to operate the device, track his/her improvements, and connect with medical providers, virtually.
1. **Ownership.** Title to the Equipment shall always remain with H Robotics. H Robotics is renting the Equipment to Customer pursuant to this Agreement. Customer shall not pledge, hypothecate, sell, lease, transfer, assign or otherwise encumber the Equipment nor allow any liens or security interests or other rights in the Equipment to be filed, registered, perfected, or granted in any way. Customer shall indemnify and hold H Robotics harmless from all costs, expenses, damages, and liability including the cost of the Equipment and attorney's fees arising from or pertaining to any breach of the foregoing covenant. The indemnity provided in this Clause 1 shall survive expiration or termination of this Agreement.
 2. **EULA.** The EULA governs Customer's use of software and/or firmware provided by H Robotics.
 3. **Care and Maintenance of the Equipment; Restrictions.** Customer is solely responsible for the proper care, maintenance, use and condition of the Equipment during the Rental Period. Customer will operate the Equipment only in accordance with instructions provided with the Equipment. Customer shall be responsible for the use of Customer's or any third-party materials in conjunction with the Equipment. In no event may Customer modify, reverse engineer, decompile, copy, or otherwise determine or attempt to determine the structure of the Equipment or any part thereof (including software provided by H Robotics which is integrated into the Equipment or provided separately). Customer shall take all reasonable measures necessary to protect the Equipment against mishandling, misappropriation and/or misuse by any person. Customer will be responsible for any loss or damage to the Equipment during the term of this Agreement. Customer is not authorized to repair or have the Equipment repaired (any lost or damaged Equipment must promptly be reported to H Robotics). During the Rental Period, the Equipment shall remain at the Equipment Site. Customer shall give H Robotics personnel reasonable access to the Equipment during the Rental Period to service the Equipment and/or provide customer service to the Customer. H Robotics shall not be responsible for any site modifications or other repairs to Customer's premises. Customer will prepare the installation site according to H Robotics' instructions. At H Robotics' discretion, H Robotics may arrange for installation of the Equipment at the Equipment Site.
 4. **Authorization Date and Payment Obligations.** The monthly rental payment is due to H Robotics, in advance, beginning immediately on the commencement of the Rental Period

and continuing on such date for each month thereafter until the termination or expiration of the Rental Period.

- 5. LIMITED WARRANTY.** DURING THE RENTAL PERIOD (THE “**WARRANTY PERIOD**”), H ROBOTICS WARRANTS TO CUSTOMER THAT THE EQUIPMENT WILL PERFORM MECHANICALLY IN ACCORDANCE WITH THE EQUIPMENT DOCUMENTATION PROVIDED BY H ROBOTICS. OTHER THAN THE FOREGOING, CUSTOMER AGREES THAT THE EQUIPMENT, INCLUDING ANY ASSOCIATED SOFTWARE, IS PROVIDED BY H ROBOTICS WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL H ROBOTICS BE LIABLE FOR ANY ECONOMIC LOSS, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR DAMAGE RESULTING FROM THE LOSS OF USE OR USE OF THE EQUIPMENT. H ROBOTICS’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY DURING THE WARRANTY PERIOD (“**LIMITED WARRANTY**”) WILL BE, WITH THE EXCEPTION OF ANY STATUTORY WARRANTY OR REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW), AT H ROBOTICS’S OPTION, (I) TO CORRECT OR WORK AROUND ERRORS, IF ANY, OR (II) TO REFUND THE PREPAID BALANCE OF ANY UNUSED MONTHLY RENTAL PAYMENT AND TERMINATE THIS AGREEMENT. ANY REFUND IS SUBJECT TO THE RETURN OF THE EQUIPMENT TO H ROBOTICS. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION.

OTHER THAN AS DESCRIBED ABOVE, H ROBOTICS PROVIDES NO REFUNDS OF RENTAL PAYMENTS.

- 6. Termination.** Termination of this Agreement for any reason shall not relieve either Party of the duties and obligations accruing to it prior to the effective date of such termination or affect any provisions of this Agreement which expressly or by their nature are intended to survive termination of this Agreement. H Robotics will provide return shipping instructions to Customer upon expiration or termination of this Agreement unless the Parties agree in writing to an extension of the Rental Period (there shall be no obligation on the part of H Robotics to sell any Equipment to the Customer). In all cases, Customer shall return the Equipment to H Robotics in the same condition as originally provided by H Robotics, normal wear and tear excepted. Return shipment of the Equipment by the Customer must be in accordance with the instructions of H Robotics.
- 7. Default.** If any rental payment or any other amount due hereunder is not paid within ten days of its due date, Customer agrees to pay interest on the unpaid amount at the interest rate per annum equal to 18%, but in no case greater than the maximum interest rate allowed by law. An Event of Default shall occur if: (a) Customer fails to pay any rental payment or other payment under the Agreement when due; (b) Customer fails to perform or observe any of the covenants or obligations in the Agreement other than Customer’s rental payment obligation, and such failure is not cured within ten (10) days after written notice has been provided; (c) Customer makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy or insolvency laws; (d) an involuntary petition is filed under any

bankruptcy statute against Customer or any receiver, trustee or custodian is appointed to take possession of Customer's properties, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment; (e) Customer attempts to or does remove, transfer, sell, sublicense, encumber, part with possession, or sublet the Equipment; or (f) Customer attempts to assign or transfer the Agreement or moves the Equipment from the Equipment Site without H Robotics' prior written consent.

- 8. Remedies:** Upon an a breach of the Agreement by Customer, H Robotics may exercise at its sole option any one or more of the remedies permitted by law, including but not limited to the following: (a) recover damages for the breach of Customer's covenants or obligations under the Agreement; (b) terminate the Agreement; (c) take immediate possession of the Equipment free from claims by Customer; and /or(c) abandon the Equipment. Waiver of any default or breach of this Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.
- 9. THE PARTIES AGREE THAT ALL DISPUTES, WHETHER BASED IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL BE SUBMITTED TO THE STATE OR FEDERAL COURTS LOCATED IN TRAVIS COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF SAID COURTS FOR ALL DISPUTES. THE PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATING TO THE AGREEMENT.** If any Party hereunder brings any action to enforce any of the terms, or to recover for any breach, then the prevailing Party is entitled to recover from the other Party reasonable attorney's fees and costs, including all court costs and costs of collection (including judgment enforcement and collection costs). The Parties agree that the provisions of this section shall be binding on their respective agents, successors and assigns.
- 10. Personal Customer Data.** Customer covenants and agrees that all personal data, whether sensitive personal data or not, shall be deleted from the Equipment by the Customer prior to its return to H Robotics. H Robotics disclaims any and all liability on connection with Customer's failure to comply with the obligation of this Section. Should Equipment be returned to H Robotics with personal data still stored within it, H Robotics will have the right to delete all such data without liability to Customer.
- 11. Further Assurances.** Customer agrees to sign and provide any documents which H Robotics deems reasonably necessary for confirmation, assignment and assurance of performance by Customer of its obligations under the Agreement.
- 12. Entire Agreement.** This Agreement supersedes all prior proposals and communications and sets forth the Parties' entire agreement with respect to its subject matter and may not be altered or amended except in writing, signed by both Parties.
- 13. Severability.** If any provision of the Agreement is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Agreement. To the extent permitted by applicable law, Customer waives any provision of law, which renders any provision hereof prohibited or unenforceable in any respect.

14. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF PRINCIPLES OF CONFLICT OF LAWS). The Parties hereby consent to the jurisdiction and venue of the state and federal courts located in Travis County, Texas in any action arising out of this Agreement. THE PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATING TO THE AGREEMENT. If any Party hereunder brings any action to enforce any of the terms, or to recover for any breach, then the prevailing Party is entitled to recover from the other Party reasonable attorney’s fees and costs, including all court costs and costs of collection (including judgment enforcement and collection costs). The Parties agree that the provisions of this section shall be binding on their respective agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this REBLESS EQUIPMENT RENTAL AGREEMENT effective as of the date first above written.

H Robotics US, Inc.
8868 Research Blvd. #203,
Austin, TX 78758

Customer:
Address

Andrew Chang/Head of US
Business (Signature)

Name / Owner (Signature)

Date

Date

Exhibit A

Credit Card Authorization and Consent Form

You authorize rebless purchase, rental or Rental charges to your credit card. You will be charged the amount indicated in the Agreement. A receipt for each payment will be provided to you and the charge will appear on your credit card statement.

rebless Equipment Rental Agreement effective date: _____

Monthly / Weekly Payment:_____

Monthly Extension Payment: \$599

Billing Information

Address: _____

Suite #: _____

City: _____

State: _____

Zip: _____

Credit Card Details

Visa MasterCard Discover

Cardholder Name: _____

Card Number: _____

Expiration Date: _____

CVV: _____

I authorize H Robotics US, Inc. to charge my credit card above for the rental of Equipment (as defined in the rebless Equipment Rental Agreement executed by me and H Robotics US, Inc.) I further authorize H Robotics US, Inc. to charge my credit card for any month-to-month extension rental periods, as applicable. I understand that my information will be saved on file for future transactions on my account.

Signature

Date