

Equipment Leasing Agreement

This Equipment Lease Agreement (“Lease Agreement”) with the QI LIFE WAVE SMART ACUPUNCTURE LEASE FORM (“Lease Form”) and the Lease Payment Receipt (“Lease Payment”) constitute the entirety of the lease agreement (this "Lease") and is made by and between the “Lessor” and the “Lessee” named in the Lease Form and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall make available for lease the equipment listed in Lease Payment.

LEASE TERM. This Lease shall begin on the Lease Form Start Date (“Start Date”) and ends on the Lease Form End Date (“End Date”) unless otherwise terminated in a manner consistent with the terms of this Lease. If the Lessee is not in default upon the End Date of this lease, the Lease shall auto renew on such terms as the parties may agree at the time of such renewal. The Lessee can cancel the auto renew by contacting the Lessor via the Lessor email on the Lease Form (“Lessor Email”) or via qilifewave.com My Account (“My Account”). Lessor retains the right to supersede this Lease with an updated agreement with a 7 day notification to the Lessee.

PAYMENT TERMS. The Lessee shall make payments as stated in Lease Payment at the time of initial payment. Any lease payments shall be due whether or not the Lessee has received notice of a payment due. The Lessee shall be charged a non-sufficient funds fee for each check that is returned to the Lessor for lack of sufficient funds.

SECURITY DEPOSIT. In addition to the lease payment charge, the Lessee shall pay a security deposit as stated in Lease Payment at the time of initial payment. Any amounts refundable to the Lessee shall be paid within 3 business days after this Lease is terminated, subject to the option of the Lessor to apply it against Lease charges and damages. The security deposit shall not bear interest.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice in writing within 7 days after the delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. Lessee must operate equipment according to the methods described in the product manual. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

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SUB-LEASE. The Lessee may not sub-lease the Leased Properties under the terms of this Lease agreement.

WARRANTY. The Lessor warrants that the equipment listed in Lease Payment is in good working condition, but makes no further warranties, express or implied.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease. If there is any damage to the rented equipment, including damaged items, damaged or lost parts, the Lessee must compensate the Lessor. The Lessor has the option to apply the Security Deposit against Lease damages as stipulated under Security Deposit in this Lease.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of any person(s) caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due
- B. The violation of any other provision or requirement that is not corrected within 15 day(s) after written notice of the violation is given
- C. The insolvency or bankruptcy of the Lessee
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

NOTICE. All notices required or permitted under this Lease shall be deemed delivered when delivered by email addressed to the appropriate party at the address shown for that party in the **Lease Form** section of this Lease.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation,

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the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the state of New York.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense. Lessor must receive the equipment within 14 days of End Date. The Lessor reserves the right to retain the Security Deposit due to late return. Any security deposit amount refundable to the Lessee as described under “**Security Deposit**” shall be paid within 3 business days.

Return Equipment to: TYQA, Inc., 1270 6th Ave, Suite 302, New York, NY 10020