

HYLTH-E Monitor Lease Terms

These **HYLTH-E MONITOR LEASE TERMS** (as it may be amended from time to time, the "**Terms**") is entered into between **HYTECH247, LLC**, a Florida limited liability company having its principal place of business at 955 South Federal Hwy, Suite 457, Ft. Lauderdale, FL 33316 ("**HYTech**"), and you (the "**Lessee**").

Lessee desires to lease from HYTech, and HYTech desires to lease to Lessee, the HYLTH-E Monitor (the "**Equipment**") and has or shall fill out the Equipment's online sign-up form, acknowledging these Terms, and shall provide its credit card information when the invoice is delivered to the email address provided (in any form, the "**Order**").

BY PLACING YOUR ORDER FOR THE EQUIPMENT, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS. YOU MAY NOT ORDER OR OBTAIN EQUIPMENT IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH HYTECH, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THE PRODUCTS, HYTECH'S WEBSITE, OR ANY OF THE WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

1. LEASE

1.01 Lease of Equipment. HYTech hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from HYTech, the Equipment. The lease of the Equipment is governed by these Terms and any Order (together, the "**Agreement**"). The parties intend that the Agreement shall constitute a true lease under any applicable statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, other requirement, or rule of law of any governmental authority ("**Applicable Law**"). HYTech has title to the Equipment at all times. Lessee acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of the Agreement.

1.02 Security Interest. The parties further intend and agree that, if the Agreement is recharacterized under Applicable Law as a secured financing or a lease intended for security, the Agreement shall be deemed a security agreement granting HYTech a lien on and first priority security interest in the Equipment and all proceeds thereof, to secure the payment of Lessee's obligations under the Agreement.

1.03 Term. Lessee may provide notice to HYTech of its intent to terminate the lease of the Equipment at least ten (10) days prior to its next payment date. Upon receiving such notice, HYTech shall provide Lessee with the return label for the Equipment. This Agreement shall remain in full force and effect until all Equipment is returned to and accepted by HYTech in the condition required as set forth herein.

2. PAYMENTS

2.01 Monthly Payment/Rental Fee. In consideration of Lessee's right to possess and use the Equipment during the lease term of the applicable Order, Lessee shall pay to HYTech the applicable Rental Fee (or Monthly Payment, set forth in the Order) in accordance with the Order.

2.02 Shipping and Handling. Lessee shall pay to HYTech a one-time shipping and handling fee of \$50.00 for the Equipment shipped separately to Lessee which shall include shipment to Lessee upon the Purchase Date and from Lessee upon termination.

2.03 Security Deposit. In consideration for Lessee's lease of the Equipment, Lessee shall pay to HYTech a security deposit equal to \$1,500.00 (the "**Security Deposit**") which shall be returned to Lessee upon Lessee's proper return of the Equipment to HYTech.

2.04 Payment Mechanics. Lessee has provided or shall provide its credit card information to HYTech and authorizes HYTech to charge its credit card on the first day of each month unless and until HYTech receives the requisite notice pursuant to Section 1.03. Lessee shall be responsible for informing HYTech of any change in any credit card information and any failure to do so shall be treated as a Default under the Agreement and shall be subject to the terms for Late Payments under Section 2.05.

2.05 Late Payments. In addition to all other remedies provided pursuant to Section 6.02 and Section 6.03, in the event Lessee fails to make any payment when due and such amount remains unpaid for thirty (30) days, HYTech shall be entitled to: (a) send Lessee to collections and shall be entitled to collect from Lessee a collections fee equal to twenty-five percent (25%) of the amounts due; or (b) retain the Security Deposit. Lessee shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Payment of any late charge does not excuse Lessee from any default under the Agreement.

3. EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

HYTECH MAKES NO WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

HYTECH'S RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS AGREEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT, OR ADVICE PROVIDED BY HYTECH OR ANY AUTHORIZED AGENT OR EMPLOYEE WILL CREATE A WARRANTY, WAIVE THE TERMS OF THE AGREEMENT, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THE AGREEMENT.

LESSEE ASSUMES ALL RISK AND LIABILITY FOR ANY RESULT OF THE USE, WHETHER PROPER OR IMPROPER, OF THE EQUIPMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HYTECH'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS AGREEMENT. HYTECH'S LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE EQUIPMENT, NOR WILL HYTECH UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT

GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

4. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants that Lessee is of legal age to enter into and be bound by the Agreement; if you are placing this Order on behalf of an entity, you affirm that you have the legal authority to bind any such organization or company to the Agreement. Lessee has the power and authority to enter into the Agreement, carry out its obligations hereunder, and consummate the transactions contemplated thereby. This Agreement constitutes a legal, valid, and binding obligation of Lessee enforceable against Lessee in accordance with its terms.

5. LESSEE'S OBLIGATIONS AND USE OF EQUIPMENT

5.01 Compliance with Law. Lessee shall comply with all Applicable Law in its use of the Equipment.

5.02 Liens. Lessee shall keep the Equipment free and clear of any mortgage, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other), charge, or other security interest, or any preference, priority, or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing.

5.03 Subleases. Lessee shall not enter into any sublease of the Equipment.

5.04 Set-Up. Lessee shall, at its expense, prepare a suitable site for the installation of the Equipment. This includes plugging the Equipment into a grounded outlet and ensuring a stable and sufficient Internet connection. Lessee shall grant access to the Equipment as needed for the purpose of any installation. Lessee shall bear all installation charges, including third-party installation charges.

5.05 Operation. Lessee shall operate the Equipment in accordance with the Agreement and any guidelines provided by HYTech. Lessee shall not operate or permit the operation of the Equipment in an unsafe or improper manner.

5.06 Damage to Equipment. Lessee shall not, and shall not allow others to, tamper with, mark, damage, destroy, break, or move the Equipment except with the prior written consent of HYTech.

5.07 Risk of Loss. Until such time that HYTech has received the returned Equipment from Lessee, Lessee shall bear all risk of loss, damage, destruction, theft, taking, confiscation, or requisition, partial or complete, of or to the Equipment or its use, however caused or occasioned ("**Loss**"). Lessee shall notify HYTech in writing within ten (10) days of learning of any such Loss.

5.08 Personal Property. The parties intend that the Equipment remains at all times personal property and not a fixture under Applicable Law, even if the Equipment, or any part thereof, may be or become affixed or attached to real property or any improvements.

5.09 Data. Lessee shall maintain its access to the application and portal relating to the Equipment (the "**Portal**") in order to obtain data relating to the Equipment; *provided*, that, in the event Lessee wants a HYLTH-E Monitor Report, then Lessee shall request such report pursuant to the online form provided by HYTech.

5.10 Obligation to Return Equipment. Lessee shall no later than the expiration or earlier termination of the lease term for the Equipment leased, return the Equipment to HYTech

using the return label provided by HYTech. Lessee shall cause the Equipment returned under the Agreement to be in (a) as good condition as when delivered to Lessee and complete with all parts including without limitation the removal of any marks that Lessee is permitted to apply to the Equipment under the applicable Order; (b) in compliance with the Agreement; and (c) compliance with Applicable Law.

5.11 Equipment Failure through No Fault of Lessee. In the event the Equipment fails to work in accordance with the Agreement, so long as Lessee is not in Default (as defined in Section 6.01), HYTech will accept repair or replace the Equipment at no additional cost to Lessee.

6. DEFAULT

6.01 Default. Lessee shall be in "Default" under the Agreement if any of the following events have occurred: (a) Lessee's breach of or default under the Agreement whether monetary or otherwise; (b) if Lessee's interest or any portion thereof in the Agreement devolves on or passes to any person or entity, whether by operation of law or otherwise; (c) if Lessee becomes insolvent, is unable to pay or fails to pay any amounts due, files or has filed against it bankruptcy, or otherwise enters into any financial arrangement with its creditors; (d) if Lessee sells, transfers, or disposes of all or substantially all of its assets, or merges or consolidates with any other entity; or (e) if any representation, warranty, or covenant contained in the Agreement is untrue.

6.02 Remedies. In addition to any other remedy available at law or in equity, if a Default occurs, HYTech may, in its sole discretion, exercise one or more of the following remedies: (a) declare the Agreement in default; (b) terminate in whole or in part the Agreement; (c) turn off, deactivate, and lock the Equipment; (d) take possession of, or require return of, the Equipment; (e) retain the Security Deposit; or (f) proceed by court action to enforce performance by Lessee of the Agreement and/or to recover all damages and expenses incurred by HYTech by reason of any Event of Default. All rights and remedies of HYTech provided in the Agreement are cumulative and not exclusive, and the exercise by HYTech of any right or remedy does not preclude the exercise by HYTech of any other rights or remedies that may now or subsequently be available to HYTech at law, in equity, by statute, in any other agreement between the parties, or otherwise.

6.03 Security Deposit. In the event Lessee (a) fails to make any payment in accordance with Section 2.05, (b) fails to return the Equipment when due pursuant to Section 5.10, (c) loses or damages the Equipment, or (d) otherwise Defaults under the Agreement, HYTech shall be entitled to keep the entire Security Deposit and the entire Security Deposit shall be deemed fully earned by HYTech.

7. INDEMNITY. Lessee shall indemnify, defend, and hold harmless HYTech, its successors and assigns, and its affiliates and their successors and assigns and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel, accountants, and other agents of HYTech, its successors and assigns, HYTech's affiliates, and their successors and assigns (collectively, "**Indemnitees**") against any and all damages and expenses (including attorneys' fees and costs) incurred by Indemnitees relating to, arising out of, or in connection with the transactions contemplated by the Agreement. The obligations of Lessee under this Section 7 shall survive and continue in full force and effect notwithstanding the expiration or earlier termination of the Agreement. The Parties hereby designate the

Indemnites other than HYTech as third-party beneficiaries of this Section 7, having the right to enforce this Section 7.

8. MISCELLANEOUS

8.01 Survival. All representations and warranties, covenants, and agreements of Lessee contained herein survive indefinitely.

8.02 Notices. Any notices required to be sent to HYTech pursuant to the Agreement shall be sent in accordance with the direction set forth on HYTech's website. All notices required to be sent to Lessee under the Agreement shall be sent to the email address provided by Lessee to HYTech with the Order.

8.03 Severability. If any provision of the Agreement is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from the Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

8.04 No Setoff. Lessee's obligation to pay all amounts due under the Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever.

8.05 Entire Agreement. The Agreement constitutes the sole and entire agreement of the parties hereto and thereto with respect to the Equipment, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No amendment to or rescission, termination, or discharge of any Order is effective unless it is in writing and signed by each party to the Agreement.

8.06 Waiver. No waiver under the Agreement is effective unless it is in writing and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel with respect to any right, remedy, power, privilege, or condition arising from the Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Agreement; or (b) any act, omission, or course of dealing between the parties.

8.07 Assignment. Lessee may not assign any of its rights or delegate any of its obligations under the Agreement.

8.08 Successors and Assigns. This Agreement are binding on and inure to the benefit of the parties hereto and thereto and their respective permitted successors and permitted assigns.

8.09 No Third-Party Beneficiaries. Subject to the following sentence, the Agreement benefit solely the parties hereto and thereto and their respective permitted successors and permitted assigns and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof or thereof.

8.10 Jurisdiction; Venue. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida (including its statutes of limitation and applicable choice of law statutes), without giving effect to the conflicts of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of

the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to the Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal courts of the State of Florida located in Broward County, Florida. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8.11 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy that may arise under the Agreement or exhibits attached hereto or thereto is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or exhibits attached hereto or thereto, or the transactions contemplated hereby and thereby.

8.12 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of the Customer to make payments to DeliverLean hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) days following written notice given by it under this Section 8.12, the other Party may thereafter terminate the Agreement upon thirty (30) days' written notice.

8.13 Further Assurances. Lessee agrees to execute, acknowledge, deliver, file, and record, or cause to be executed, acknowledged, delivered, filed, and recorded, such further documents or other papers and to do all such things and acts as HYTech may request in furtherance of the provisions and purposes of the Agreement and the transactions contemplated hereby and thereby.

8.14 Relationship of Parties. Nothing herein creates a joint venture or partnership between the parties to the Agreement or an employee/employer relationship. Lessee has no express or implied right or authority to assume or create any obligations on behalf of or in the name of HYTech or to bind HYTech to any contract, agreement, or undertaking with any third party.