



EEGER TRAINING KIT RENTAL AGREEMENT

EEGer Training Kit Rental Agreement (ETKRA)

1 Agreement

In accordance with this EEGer Training Kit Rental Agreement (hereinafter referred to as Agreement), entered by and between EEG Store (known hereinafter as EEG Store) and Leaseholder, parties do agree to abide by the terms described here.

WHEREAS, EEG Store owns equipment and supplies useful to the Leaseholder;

WHEREAS, Leaseholder desires to rent such items;

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2 Training Kit Eligibility

Leaseholder affirms they are registered for the EEGer Online Practicum and/or a BCIA-approved Introduction to Neurofeedback course and thereby qualify for Training Kit rental.

3 Ownership and Use

3.1 Equipment Leaseholder and EEG Store intend that (1) EEGer Dongle and (1) 2-channel EEG amplifier and its cable (collectively known hereinafter as Equipment), are leased to Leaseholder for the duration of an agreed upon EEGer Online Practicum and/or a BCIA-Approved Introduction to Neurofeedback course plus 30 days (hereinafter referred to as Rental Period).

Leaseholder does acknowledge that keeping the lease Equipment in excellent working order is their sole responsibility, and that damages to Equipment will result in forfeit of a Rental Deposit and may incur additional repair fees as specified by the **EEG Store Purchase Agreement (ESPA)**.

3.2 Supplies & Additional Transactions Supplies such as are necessary for the practice of neurofeedback (including EEG electrodes and conductive paste), shall transfer ownership upon full payment according to details of invoice and are not included as Equipment. All additional transactions are to be defined as part of the relevant invoice and/or the **EEG Store Purchase Agreement (ESPA)**.

3.3 Access to EEGer4 Software EEG Store agrees to issue one instance of a training license for the EEGer4 Neurofeedback Software, subject to the conditions outlined in this document, for the duration of Rental Period.

4 Return Policy

After the conclusion of an agreed upon EEGer Online Practicum and/or a BCIA-Approved Introduction to Neurofeedback course plus 30 days, Leaseholder may choose to return Equipment for a refund of a Rental Deposit.

1. Lease-holder will return only Equipment leased, i.e. (1) EEGer Dongle and (1) 2-channel EEG amplifier and its cable.
2. Equipment will be fully tested and must pass testing prior to refund of Rental Deposit.

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3. If Equipment is returned postmarked 0 to 30 days after the last session of an agreed upon EEGer Online Practicum and/or BCIA-Approved Introduction to Neurofeedback course, Leaseholder receives a \$600 Rental Deposit.
4. Equipment not returned postmarked up to 30 days after last Practicum Session is property of Leaseholder and Leaseholder forfeits Rental Deposit.
5. Buyback of Equipment beyond 30 days after the last Practicum Session is not guaranteed and may be available at EEG Store's discretion.

5 Conversion

Upon completion of an agreed upon EEGer Online Practicum and/or a BCIA-Approved Introduction to Neurofeedback course, and provided that Leaseholder meets licensing requirements for the EEGer4 software (as detailed in the **EEGer End User License Agreement (EULA)**), Leaseholder may convert the training software license to another license mode for ongoing use of the software depending on their eligibility and goals.

Conversion of an EEGer4 software license from a training license into another license mode constitutes a separate transaction with EEG Store. By placing an order with EEG Store, Leaseholder agrees to all terms and conditions specified in the **EEG Store Purchase Agreement (ESPA)** and all supplemental and additional documents, agreements, and forms specified there within including but not limited to the **EEGer End User License Agreement (EULA)** and the **EEG Store License Agreement (ESLA)**.

6 Use of EEGer4 Software

By making a purchase with EEG Store that includes access to the EEGer4 software or other software provided by EEG Software, Leaseholder agrees to have read and agrees to the documents specified within this section.

6.1 Acceptance of EEG Software End User License Agreement (EULA) Licensee acknowledges that they have read and do agree to the EEG Software User License Agreement, as it exists at execution of this Agreement and as amended from time to time, in full, including all terms and covenants, and meet all requirements documented within.

6.2 Acceptance of EEG Store License Agreement (ESLA) Licensee acknowledges that they have read and do agree to the EEG Store License Agreement as it exists at execution of this Agreement and as amended from time to time, in full, including all terms and covenants, and meet all requirements documented within.

6.3 Acceptance of EEG Store Purchase Agreement (ESPA) Licensee acknowledges that they have read and do agree to the EEG Store Purchase Agreement as it exists at execution of this Agreement and as amended from time to time, in full, including all terms and covenants, and meet all requirements documented within.

7 Waiver of Liability

7.1 Indemnification Upon purchase, Leaseholder assumes full liability and responsibility for use of the items. Leaseholder agrees to their proper use and operation. To the greatest extent possible under applicable law, Leaseholder shall fully indemnify, hold harmless, and defend EEG Store and its directors, officers, employees, partners, consultants, agents, stockholders, family, assigns, and Affiliates, (collectively, "EEG Store"), as well as related

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companies (such as EEG Software, EEG Education & Research, etc. – collectively, "Sister Companies") from and against all claims, actions, suits, demands, liabilities, obligations, charges, damages, losses, settlements, judgments, fines, penalties, costs, and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from

- (a) death, losses or damage, financial or otherwise, sustained as a result of purchase, other involvement, or other transaction with EEG Store;
- (b) use of items purchased from EEG Store;
- (c) any breach of any representation, guarantee, policy, or warranty of EEG Store; or
- (d) any breach of any covenant or other obligation or duty of EEG Store under this Agreement or under applicable law.

7.2 Settlement Cap In such cases where waiver of claims and liabilities and indemnification may be found to be invalid or otherwise unenforceable, Leaseholder agrees that the amount recoverable shall not exceed the purchase price.

8 Disputes

8.1 Resolution Disputes arising out of or related to this Agreement shall be resolved in accordance with this provision.

8.2 Communication In the case of a dispute, parties will attempt to resolve such disputes through open communication and dialogue. To this end, if a party has a concern about an actual or possible dispute, and there is not otherwise a reason to immediately give a Notice of Dispute, the concerned party will informally notify – in writing – the other party of the nature of the dispute and explore the possibility of reaching an agreeable resolution, prior to initiating a Notice of Dispute.

8.3 Notice of Dispute If the parties cannot resolve the matter by informal dialogue or there is a reason to give notice immediately, either party may give written Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

8.4 Mediation After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator.

8.5 Arbitration Upon written request of either party, any controversy or claim between or among the parties shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Commercial Arbitration Rules of the American Arbitration Association, and the "Special Rules" set forth below unless both parties, in their respective sole discretion, agree in writing to mediate the dispute prior to submitting to binding arbitration. In the event of any inconsistency, the Special Rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action. The party that requests arbitration has the burden to initiate the arbitration proceedings pursuant to and by complying with the Commercial Arbitration Rules of the American Arbitration Association and shall pay all associated administrative and filing fees

8.6 Costs In the event of arbitration, mediation or if a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney fees at the trial level and on appeal.

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9 Alteration and Terms of Agreement

9.1 Effective Date This Agreement will take effect on the date of payment for any invoice from EEG Store, or in accordance with the terms of the invoice if different.

9.2 Leaseholder The individual entered into this Agreement and specified by the contact information and details of the Account associated with an Invoice.

9.3 Term This Agreement commences as of the Effective Date and may be terminated only by written agreement of both parties.

9.4 Alteration This Agreement may be altered only by mutual written consent of Leaseholder and EEG Store.

9.5 Limitation No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.6 Severability If any clause, provision, part, or parts of this Agreement shall be deemed void, invalid, or unenforceable, remaining portions of the Agreement will remain binding, in full force and effect.

9.7 Legality This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.

9.8 Entirety This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

9.9 Supplemental Agreements Supplemental Agreements provided by EEG Store will abide by the terms and covenants defined within this Agreement unless otherwise specified within the Supplemental Agreement. In situations where the terms or covenants are in conflict between the two documents, the terms or covenants defined by the Supplemental Agreement shall be used for that Agreement.