

HFT SALES REP NeuroCare DEMO UNIT RENTAL-PURCHASE AGREEMENT

The Rep described above agrees to rent a NeuroCare system from the Health First Technologies, Inc. under the following terms and conditions. The equipment to be rented or purchased is provided by Health First Technologies, Inc. doing business at the following address PO Box 20224, Carson City, NV, 89721, telephone number 775-246-1444, hereinafter "Lessor". Ship to Lessor at 655 Hwy 50 East, Ste. 1., Dayton, NV 89403.

RESPONSIBILITY FOR PAYMENT: The Rep (Recipient) agrees to accept full responsibility for payment of all money due to the Lessor for the rental of the NeuroCare equipment delineated above and the purchase of supplies such as electrodes for use with the equipment. All monthly rental payments are due in advance before each rental month and will automatically be charged to the Rep's credit card provided above 3 to 5 days in advance of the next rental month. If the payment is not made, the credit card charge is declined or not cleared in any way; Rep agrees to immediately return the equipment to the Lessor at the Lessor's place of business above delineated. This agreement provides for the protection of the Lessor's property rights to the rented equipment and payment of each monthly rental for the equipment is not contingent upon any possible settlement, judgment or verdict by which recipient Rep may eventually recover damages in any personal injury case. Rep shall be responsible and liable for any and all monthly rental payment charges in their entirety for any part of a monthly period in which the equipment continues to not be return delivered to Lessor's "Ship To" address shown above. Rep will incur another full monthly rental payment charge for each and every month, or any time period of a month in which the equipment is not back in the Lessor's possession. Rep must notify Lessor 10 days in advance of the next rental period of Rep's intent to terminate.

INSURANCE: As a general rule the Lessor will not bill any insurance company for the rental of this item, however, if requested, and if the Rep is also a Patient, Lessor may, at its option, invoice the primary insurance carrier for rental of the Equipment by the Patient recipient. The Rep/Patient agrees to forward in full to the Lessor any insurance payment made to the recipient for services/products provided by the Lessor for which the Lessor has billed the insurance provider and for which Patient has not already paid Lessor. Payments received by the Lessor from the insurance carrier for amounts previously paid by the Rep/Patient will be promptly refunded to the Rep/Patient.

RENTAL: The rental-purchase period STATED ABOVE for this equipment is from the delivery date to the Rep's address shown above and can be terminated at any time by the Rep with the return of the equipment to the Lessor. Any additional supplies needed by the Rep during the rental of this equipment beyond those provided initially with the equipment will be furnished at an additional charge to the Rep with sales tax if applicable. Rep recipient agrees to pay charges of the rental and continue to pay all charges for continued rental until the date the equipment is returned to the Lessor or Lessor's designated representative.

RENTAL TERM: The term of this Rental Agreement is as stated above unless the equipment is returned in good working condition to the Lessor. Failure to return said equipment constitutes implicit agreement on the part of the Rep that this rental agreement continues in full force and effect until the equipment purchase conditions have been met in full.

RETURN OF EQUIPMENT: Rep agrees to notify Lessor of Rep's intent to return the equipment 10 days before the end of the current rental period and to make the necessary arrangements needed to insure that the equipment is delivered back into the control and possession of the Lessor at the Lessor's address, or if approved in writing by Lessor, into the hands of Lessor's designated representative, before the end of the rental period, or another monthly rental payment charge will be incurred by the Rep. Rep agrees to return the equipment to Lessor within 24 hours upon the demand of Lessor in the manner instructed by Lessor. Failure to return the equipment upon demand obligates the Rep to immediately pay Lessor the \$5,000 purchase price of the unit.

PROPERTY RIGHTS TO THE RENTED EQUIPMENT: The equipment will remain the property of the Lessor until such time as the purchase conditions have been met in full. If asked, Rep agrees to sign a UCC-1 Lien form which the Lessor may or may not file with the State to further protect the Lessor's rights to the equipment. Lessor's ownership rights in the rented equipment will not be compromised by Lessor's failure to file a UCC-1.

CARE AND PROTECTION OF THE EQUIPMENT: Rep agrees to be responsible for the care and protection of the equipment rented herein and Rep agrees to pay in full for any loss or damage to the equipment from fire, theft, carelessness, or other causes, at the value of the

equipment stated herein which value is \$5,000 plus any applicable taxes per unit. The same payment obligation applies to non-returned units.

CONDITION OF RETURNED RENTED EQUIPMENT: Rep agrees to return the equipment rented in the same condition as it was in when it was initially delivered to the Rep minus ordinary wear and tear. In the event of loss or irreparable damage to the equipment, recipient accepts full responsibility for paying the Lessor the purchase price as stated above.

USE OF EQUIPMENT: Rep agrees that the medical equipment rented herein will be used solely by the Rep, if a Patient, for the Rep/Patient's own needs as prescribed by the Patients Healthcare Practitioner, or as a demo unit to introduce potential patients and providers to the therapy. No patient or person will be given full treatment service without a proper intake order.

INDEMINIFICATION: The Rep agrees to save, hold harmless and indemnify the Lessor against any and all liability or loss whatsoever resulting from the Rep's use of rented equipment.

DAMAGED OR MALFUNCTIONING EQUIPMENT: The Rep agrees to immediately cease using any item via this agreement if it becomes unsafe or in disrepair. Recipient will immediately notify the Lessor or its designated representative of any such damage to the equipment and the Lessor agrees to replace the damaged rented item with reasonable dispatch upon Lessor's receipt of the malfunctioning unit. Rep shall pay for damaged cables.

WARRANTY OF USE: Beyond a general explanation of the claims pertaining to the use of the equipment authorized by the FDA, neither the Lessor nor the Lessor's designated representative make any claims, warranties or representations regarding the suitability of the treatment provided by the equipment rented herein, as such claims are the province of prescribing Practitioners. The Lessor makes no guarantees and assumes no responsibility for the success or failure of any treatment administered using the equipment rented via this Agreement.

PAYMENTS & TITLE TO THE EQUIPMENT: Nothing in this Agreement shall be construed to transfer any equipment title or ownership to the Rep unless and until it is purchased by the Rep and paid in full at the price shown above. With the Rep's continued timely payment of each monthly rental payment, to the point where the deposit covers the remaining payments due, the full title and ownership of the equipment will be transferred to the Rep. The Rep can also opt to purchase the equipment at any time during the rental period for the full purchase price shown above with 100% of the deposit applying toward the purchase price. Any rental payments made will only apply toward the purchase if the purchase is made within the first 60 days after delivery. All payments are non-refundable under this agreement.

DEFAULT: The Rep agrees to make all payments and/or accept all credit card charges herein required at the time and in the manner prescribed. In the event that the Rep does not perform any or all of the terms and conditions of this agreement, Rep agrees that the Lessor may, at its option, take any or all necessary actions including the following: a. Rep shall accrue late charge penalties at the rate of 1.5% per month on all past due balances; b. Lessor may demand the immediate return of the equipment; c. Exercise any right or remedy granted the Lessor under or pursuant to any laws of the state within which the Lessor does business.

RELEASE INFORMATION: The Rep, if a Patient, hereby authorizes the Lessor to obtain all information that the Lessor may require from Rep/Patient's past healthcare providers or the prescribing provider and from other sources if such information is needed to facilitate this rental.

ASSIGNMENT: The Rep, if a Patient, does hereby request that any payments made under the Rep/Patient's medical insurance program be made directly to the Lessor for items rented herein. Any Payments received by Lessor from such sources for services Rep has already paid for will be promptly refunded to the Rep by Lessor. MEDICARE REGULATIONS CONCERNING THIS ASSIGNMENT AGREEMENT APPLY.

CHANGES TO AGREEMENT: This agreement sets forth the entire understanding between the Sales Rep and the Lessor. No provision shall be changed except by amendment in writing, signed by all parties concerned.

I HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS REGARDING RECEIPT OF THIS EQUIPMENT AS STATED IN THIS AGREEMENT AND IF NECESSARY I AUTHORIZE PAYMENT OF MEDICAL BENEFITS TO THE LESSOR.

(SALES REP'S SIGNATURE)

DATE

TERMS AND CONDITIONS OF SALE AND/OR SERVICES

1. GENERAL: By signing other HFT documents which refer to these TERMS AND CONDITIONS OF SALE AND/OR SERVICES, hereinafter referred to as the "Agreement", and by the initials above, the Purchaser has demonstrated that it has fully read these terms and will comply with them in their entirety as stated within the Agreement and on any accompanying Invoice or Agreement associated with these Terms and Conditions. For the purpose of this Agreement, it is understood that "Purchaser" shall ALWAYS be defined to include Any and All persons affiliated with Purchaser's business, and it is understood that "HFT" shall ALWAYS be defined herein to include its employees, officers, directors, shareholders, agents or contractors, and their successors and assigns. This Agreement shall apply to any sales or proposed sale of goods and/or services by HFT. The prices and terms on this sale are not subject to verbal changes or other agreements unless approved in writing by HFT. All sales and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond HFT's control. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which might appear on Purchaser's invoice will not be binding. Typographical and stenographic errors are subject to correction by HFT. In the event that Purchaser has signed multiple invoices, then the invoice with the most recent date stamp "Terms and Conditions of Sale and/or Services" page shall have the superseding authority unless otherwise specified in writing by HFT.

2. PRICES AND TAXES, TITLE AND DEFAULT, INTEREST: PRICES and TAXES-Purchaser's order shall be accepted by HFT subject to final credit or cash collection approval by HFT. Prices are F.O.B. with a stated shipping point and are subject to correction for errors, such corrections will be given before shipment. Any sales tax, duties or other taxes not included in this sale, but applicable shall be the duty and obligation of the Purchaser. TITLE and DEFAULT-Unless otherwise agreed to in writing, title to the goods or any part thereof shall pass from HFT to Purchaser as soon as all payments due herein have been fully made in cash or the equivalent in unencumbered funds. Until such time, the goods shall be and remain the property of HFT, notwithstanding their mode of attachment to realty, other property or third parties and Purchaser shall take all reasonable precautions to safeguard HFT's property until such time as title has passed to Purchaser. In the event of default on any terms then Purchaser agrees that HFT is entitled to and shall collect from the Purchaser up to twenty percent (20%) of the stated purchase price as liquidated damages and/or a restocking fee. HFT shall be entitled to the immediate possession of the goods and shall be free to enter the premises where the goods may be located and remove such goods as they are HFT's property, and without prejudice to HFT's right to pursue any further expenses for damages HFT may suffer by reason of such default. INTEREST-In the event of payment default by the Purchaser, the Purchaser acknowledges that HFT is entitled to collect interest until such payments are made in full. Interest shall begin accruing from the date of this Agreement and continue to accrue at a stated rate of 18% compounded annually. In the event that HFT must demand the use of an attorney to rectify ANY defaults by Purchaser or begin the collection process on outstanding monies owed and/or applicable interest on this debt, the Purchaser agrees that the Purchaser shall bear all legal costs incurred by HFT in any and all attempts to collect on such non-payment, interest or rectify ANY default issues by the Purchaser as related to this entire Agreement. HFT reserves and retains all rights afforded the company through the laws of the State of Nevada, as Nevada has jurisdiction to this Agreement and ANY disputes.

3. DELIVERY, INSTALLATION AND SERVICE, CHANGES AND CANCELLATIONS, CLAIMS AND RETURNED GOODS: DELIVERY- Shipping, Installations and Service dates are approximate and are based on conditions and miscellaneous factors at any time. HFT shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, acts of God, or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation. Delivery of major components to any point other than installation site, upon instructions from Purchaser, shall constitute delivery, installation and safe transfer and any added shipping expense will be the responsibility of the Purchaser. INSTALLATION and SERVICE - Should installation or service be delayed for any reason post shipment or travel has commenced, as a result of the Purchaser, then five (5) days from said date shall be considered as the date of completion of installation and or service and terms of payment shall then apply as stated. In the event of delay or default at the request of the Purchaser then such changes are subject to HFT's sole acceptance and HFT may at its sole option demand reasonable fees to accommodate such requests and such fees will not be refused by Purchaser. The installation shall also be considered complete when the equipment is available to be put to use for the purpose intended and the equipment is available for First Use. First Use means that point upon completion of installation where equipment is available for gainful use by Purchaser or Lessee as an asset, regardless of any training components. Installation means the delivery, setup and/or assembly, mounting, interconnection and calibration of components listed on this quotation and then demonstrated to any personnel of the Purchaser. It is understood that Purchaser must provide appropriate and safe environmental conditions for operation of equipment and is necessary for proper working conditions of the equipment; it is the responsibility of the Purchaser to ensure such conditions are provided according to specifications provided by HFT or it's supplier in the Users Manual. CHANGES and CANCELLATIONS - Orders accepted by HFT are not subject to changes or cancellations by the Purchaser except with the prior written consent of the management of HFT. Manufacturers have the right to change the construction and/or design of its goods without notice to Purchaser if, in their judgment, such change does not alter the general function of the goods. CLAIMS and RETURNED GOODS - No goods may be returned to HFT or its suppliers without the prior consent of HFT in writing.

4. WARRANTIES, LIMITATION OF LIABILITIES, LEGAL AND INDEMNIFICATION: WARRANTIES - HFT or its suppliers generally provide a one-year (1) manufacturer parts and labor warranty from the time of installation, if not amended or extended by HFT in writing. Except as set forth herein, goods and/or services sold by HFT, which are manufactured by its suppliers or any of their affiliates, are subject to warranties against defects in material and workmanship under normal use and service, according to the specific warranty published in the User's Manual. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: ANY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PARTICULAR USE OR AGAINST INFRINGEMENT, AND IT CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THIS ORDER OR THE GOODS COVERED THEREBY. Warranties will cover only those goods, which are unused at the time of sales by HFT and extend only to the original Purchaser thereof, no transfers unless approved by HFT in writing and in advance of such transfer. Warranties will cease to be effective: If the unit has been physically moved or relocated from immediate and precise installation point and location unless the equipment is designed to be portable, or if the goods are altered, inspected or repaired other than by persons authorized or approved by HFT to perform such work in writing. IN THE EVENT OF ANY PAYMENT DEFAULTS BY THE PURCHASER ON ANY GOODS OR SERVICES PROVIDED BY HFT, THEN ALL WARRANTIES AND SUPPORT BY HFT SHALL BE VOID AND HFT SHALL BE HELD HARMLESS. Repairs, servicing or replacement deliveries do not interrupt or prolong the term of the warranty. Warranties will also cease to be effective if the Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with HFT's instructions or as stated in the Users Manual. INTELLECTUAL PROPERTY-HFT vigorously defends all forms of Intellectual Property Right infringement and Purchaser shall use all reasonable efforts to protect HFT's property and interests. HFT is extending the use of certain forms of Intellectual Property to the Purchaser, to include if applicable but not limited to Media Kits, Trademarks, Patents, Art Work, Creative Print and Media Work and other proprietary property such as tactics and strategies which HFT considers Trade Secrets; these items are not transferable to any other user or person except with the notarized written permission of the President of HFT. In the event of such unauthorized transfer, then the Purchaser shall be held equally liable to HFT. HFT reserves the right to withdraw the use of these forms of Intellectual Property at its sole discretion and the use, or promotion of these rights may not ever be combined or utilized in connection with any other medical device or procedure, specifically competitive or similar in nature to HFT's products and/or services. LIMITATION OF LIABILITIES-THE PURCHASER acknowledges that HFT shall not be liable for any damages or liabilities incurred by the Purchaser, any assignee of the Purchaser or Any third party whatsoever for ANY reason whatsoever. Purchaser specifically waives any claim, which Purchaser or anyone claiming through Purchaser, may now have or may have in the future arising out of any acts by HFT which are alleged to have been wrongful, negligent or grossly negligent or any claims asserting liability in strict liability. If for any reason this provision or any part hereof is deemed unenforceable in no event shall HFT be deemed liable for any damages which in total would exceed the actual sales price of the goods or equipment less any monies collected as revenues by the Purchaser through the use of the product, since date of First Use, in the course of the Purchaser's normal course of business. LEGAL - Any and All litigation arising out of the sale or service or proposed sale of any product or service by HFT, since inception of Purchaser's relationship with HFT, shall be governed by the laws of the State of Nevada and Any/All legal proceedings shall have venue proper in the courts of Lyon County, Nevada with the express understanding that the Purchaser shall immediately be held liable for Any/All of HFT's legal and professional fees and expenses in defense of Any/All claims or breaches from this Agreement, or any alleged or asserted claims against or towards HFT by any Third Party, and shall include such defenses and enforcements associated with HFT protecting its Intellectual Property. INDEMNIFICATION - Purchaser acknowledges that it will indemnify and hold HFT harmless from Any and All claims by any third party for any reason, including, but not limited to, any claims by persons being diagnosed by or receiving treatment on the equipment, or any claims asserted arising out of the sale, proposed sale, servicing, warranty, design, manufacture, installation, possession, application of treatments or use, patient billing and reimbursement protocols, training, operating of or dismantling of equipment or Any other financial damages. This indemnification responsibility of the Purchaser shall apply with respect to Any and All claims which may be alleged or asserted against HFT, as defined herein, arising out of the equipment and shall include, but shall not be limited to any claims alleging negligence, gross negligence or strict liability on the part of HFT. Purchaser agrees that HFT is not responsible in any way for purchaser's billing decisions.

Purchasers Initials here indicate these terms and conditions have been read, are understood, are accepted and will be honored: _____

UCC-1 FINANCING STATEMENT

(Non Real Estate Related Collateral Only)

1. Debtor's Legal Name and Mailing Address: _____
2. Secured Party's Legal Name and Mailing Address:
Health First Technologies, Inc.
PO Box 20224
Carson City, NV 89721
Tel: 877-885-1258
Fax: 775-546-6156
Email: ccc@renua.com
3. Assignee's Legal Name and Mailing Address: _____

4. This financing statement covers the following types or items of property (referred to herein as the "Collateral"):

All right, title and interest of Debtor, whether now owned or hereafter acquired, in and to the collateral described on Exhibit "A" attached hereto, together with all additions, accessions, replacements, and substitutions thereto and therefore, and proceeds and products thereof. The collateral is located at the mailing address of Debtor set forth above..

THIS IS A TRUE FILING EVIDENCING AN AGREEMENT BETWEEN SECURED PARTY AS LESSOR AND DEBTOR AS LESSER. NO SECURITY INTEREST IS BEING EVIDENCED HEREBY AND NO TRANSFER TAX IS DUE.

Proceeds and products of Collateral are also covered.

5. Maturity Date (if more than 5 years and not more than 20 years): _____ 6. Number of additional sheets presented: 1

7. The Collateral secures total principal indebtedness of \$ 4,995 per unit delivered or a total value of _____.
_____ State recording tax has been paid on \$ _____ of that indebtedness:

[] with the recording of deed of trust in Book _____, Page _____ in the Register's Office of _____ County, _____ State.

[] with the recording of a financing statement no. _____ in the Office of _____.

[] pursuant to the attached Sworn Statement.

Evidence of payment is attached. Tax on \$ _____ of the principal indebtedness is being paid with this filing.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR _____ STATE RECORDING TAX PURPOSES IS \$ _____.

8. If the Secured Party is signing this statement instead of the debtor, it is because:

[] The Collateral covered by this financing statement is already subject to a security interest in another jurisdiction where it was or will be brought into _____ State or when the debtor's location has been or is being changed to _____ State.

[] The Collateral represents proceeds of Collateral in which the Secured Party had a perfected security interest. The original Collateral was _____.

[] The filing on the Collateral has lapsed.

[] The Collateral was acquired after a change of the Debtor's name, identity or corporate structure.

9. DEBTOR AND EQUIPMENT LOCATION: _____ 10. SECURED PARTY: **Health First Technologies, Inc.**
PO Box 20224
Carson City, NV 89721
Tel: 877-885-1258
Fax: 775-546-6156
Email: ccc@renua.com
By: _____ Title: _____
By: _____ Title: _____
By: _____ Title: _____

This financing statement is being filed with the Office of the Secretary of State in which the equipment is placed.