

Sample Products Rental Agreement

This Agreement, made and entered into as of the date set forth at the end hereof between,

Meikyo Electronics Co. Ltd. a Japanese company whose head office is at1-1-14, Tabata-Shinmachi, Kita-ku, Tokyo, Japan (hereinafter "**Meikyo**") and,

the undersigned company set forth at the end of this Agreement (hereinafter the "**Company**"),

WITNESSETH:

1. Meikyo and the Company agree that the Company shall rent from Meikyo, free of charge, the following sample product(s)(hereinafter the "**Samples**") for a period of [] consecutive weeks (hereinafter the rental hereunder shall be referred to as the "**Rental**") from the date hereof:

Name	Product No.	Serial Number
Watchboot	RPC-M5C-EA	

2. Immediately after the expiration or termination of the above rental term,the Company shall return the Samples to Meikyo or other company designated by Meikyo at the expense of the Company by reputable courier service at the following address:

Mr. Eiji Yasuda
786 PEEKSKILL DR.
SUNNYVALE, CALIFORNIA
94087-1817 U.S.A.

Tel: 408-394-5393

In the event that the Company fails to return the Samples to Meikyo by the end of two (2) weeks period after the expiration or termination of the above rental term, the Company shall pay to Meikyo a penalty equivalent to twice the amount of retail sales price of the Samples in Japan. For the avoidance of doubt, such payment of penalty will not exempt the Company from the foregoing obligation to return the Samples.

3. The Company acknowledges and agrees:
- (1) that the purpose of the Rental is solely the internal evaluation of the Company itself, and the Company shall not use the Samples for any other purposes nor for any commercial purposes;
- (2) the specifications and function of any products of Meikyo may be changed, altered, or modified in the future; and,
- (3) that the Company shall not rent, give, transfer possession of, nor otherwise dispose of the Samples for any reasons, nor allow any other party to use the Samples;
4. The Company acknowledges that the Samples are not for sale, nor distributed for any commercial purposes so the Company fully understands and agrees that Meikyo will PROVIDE **NO GUARANTEE**:
- (1) that the Samples meet quality , safety or environmental standards, whether official or defacto, in any country other than Japan;

- (2) that the Samples are free from any defects in title, design, material and workmanship;
- (3) that the Samples not infringe patents, utility models, trademarks, copyrights, know-how, trade secrets, trade dress or any other intellectual property rights;
- (4) that the Samples meet certain expectations or targets as to the quality, functionality or performance; and,
- (5) as to any other matters in respect to the Samples WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.
5. The Company acknowledges that Meikyo will bear NO RESPONSIBILITYIN CONNECTION WITH THE RESULT OF USING THE SAMPLES, ANY PRODUCT LIABILITY, OR ANY OTHER MATTERS NOT EXPRESSLY SET FORTH HEREIN.
6. Meikyo may, without prejudice to any other rights or remedies, terminate this Agreement by giving notice, by email or fax or in writing, to the Company,at the address, fax number or email address of the Company set forth below, with immediate effect, if the Company fails to perform any provision of this Agreement. Notices given by fax or email shall be deemed to have been received on the day following its dispatch.
7. This Agreement shall be governed by and construed in accordance with the laws of Japan.

IN WITNESS WHEREOF, the parties have caused this Agreement executed by their duly authorized representatives as of the below date.

Date[]

For and on behalf of Meikyo Electronics Co. Ltd.:

[Signed by]

Name []

Title []

For and on behalf of the Company:

[Signed by]

Name []

Title []

Company Name []

Company Address []

Tel [] Fax [] Email []