

EVALUATION PRODUCT AGREEMENT

This Evaluation Product Agreement ("Agreement") is entered into as of _____
between Pioneer POS Solution, Inc., with its principal place of business at 238 Benton Ct., City of
Industry, CA 91789 ("PIONEER") and _____,
with its principal place of business at _____
_____("CUSTOMER").

WHEREAS, CUSTOMER wishes to borrow certain PIONEER product(s) (the "Product") for the purposes of evaluation or demonstration as listed in the Appendix A; and
WHEREAS, PIONEER is willing to loan the Product to CUSTOMER for a limited period on the terms and conditions hereinafter set forth;
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Loan of the Product**

PIONEER agrees to loan to CUSTOMER the Product as described in the attached Invoice for the period of thirty (30) days from the date the Product is delivered to CUSTOMER, for the purpose of EVALUATION to be conducted by CUSTOMER. CUSTOMER hereby acknowledges and agrees that title to the Product shall remain with PIONEER at all times unless and until it is purchased and fully paid by CUSTOMER.

CUSTOMER shall not transfer care or custody of the Product to any other party or to any other location other than the one to which the Product was delivered by PIONEER without prior written consent. Product shall not be altered or modified by CUSTOMER without prior written consent.

2. **Return of Product**

CUSTOMER hereby agrees to return the Product to PIONEER in the same working condition as it was received. Immediately upon the end of the purpose of the loan, or after the approved extension by PIONEER, or upon request of PIONEER (collectively referred as "Return Date"), CUSTOMER shall immediately return the Product to PIONEER, at CUSTOMER's expense. If Product is not received by PIONEER within ten (10) working days from the Return Date, PIONEER will automatically charge CUSTOMER's credit card for the full price of the Product(s) as listed in Appendix A.

Prior returning the Product, CUSTOMER must obtain a Return Authorization Number from PIONEER. The return of the Product shall be made and packed in the same shipping containers in which the shipment was originally received by the CUSTOMER.

3. **Non-Disclosure**

For purposes of testing/evaluation, CUSTOMER acknowledges that it may be furnished with or may otherwise receive or have access to Information, material, or prototypes which relates to past, present or future products, software, research development, inventions, processes, techniques, designs or technical Information and data, marketing plans, financial statements, pro formas, and so on, relating to the business affairs and operations of PIONEER (the "confidential Information")

to purchase from PIONEER.

CUSTOMER agrees not to disclose the confidential Information or any discussions or contracts with PIONEER. CUSTOMER further agrees that disclosure of confidential Information by CUSTOMER will give rise to irreparable injury to PIONEER or the owner of such Information. Accordingly, PIONEER or such other party, may seek injunctive relief against the breach or threatened breach of the foregoing undertakings in addition to damages and any other legal remedies which may be available.

4. **Indemnification for Loss or Damage**

CUSTOMER agrees to compensate PIONEER for the full price of the Product(s), as listed in Appendix A, if it is lost, stolen, or damaged while under the custody or control of CUSTOMER or while it is being returned to PIONEER.

Product must pass PIONEER's inspection, which will be conducted within ten (10) business days of PIONEER's receipt of the returned Product. If the unit(s) found to be in a lesser condition expected after normal use, CUSTOMER agrees to promptly pay the amount billed by PIONEER.

5. **Purchase of Product**

CUSTOMER may purchase the Product at any time during or at the conclusion of the above mentioned period under PIONEER's standard terms and condition for such sale. If CUSTOMER fails to return the Product after the conclusion of the above mentioned period, CUSTOMER shall be deemed to have purchased the Product, and must immediately remit the payment.

6. **Governing Law**

This agreement shall be governed by the laws of the State of California. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions. No modification of this agreement will be effective unless it is in writing and is signed by both the PIONEER and CUSTOMER.

IN WITNESS WHEREOF, the parties hereto have set their names on the dates hereinafter set forth.

PIONEERPOS

CUSTOMER

By : _____

Name : _____

Title : _____

Tel/Fax : 909-468-9757/ 909-468-9557

Please list the name(s) of the software that will be tested on the Product.

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Appendix A. Requested Product(s)

QTY	PART NO.	DESCRIPTION	Price

TRADE FORM - EVALUATION UNIT USE ONLY

Date: _____

1. COMPANY PROFILE

Name of Firm _____ Tel# _____

Billing Address _____ Fax# _____

City _____ State _____ Zip _____

Shipping Address _____ Tel# _____

City _____ State _____ Zip _____

Business type ☐ Proprietor ☐ Partnership ☐ LLC ☐ S Corp ☐ C Corp Year of founding or Corp. _____

Main Contact/Title _____ Tel# _____

Main Contact Email Address _____

President or Owner _____ Tel# _____

Accounts Payable _____ Tel# _____

If Business is NOT a CorporationContact Name _____ ☐ Principal ☐ Partner ☐ Proprietor

Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Social Security# _____

2. CREDIT CARD INFO (VISA, MASTERCARD, AMEX)

Credit card information is only for accounting reference use only . Customer will not be charged if product is sent for evaluation or advanced replacement (for defective item,) and agrees to return the product (or defective item) upon Pioneer's request. Pioneer will charge customer's credit card for the cost of the product sent if customer fails to return the product (or defective item) upon Pioneer's request.

Card No. _____ Expiration Date _____

Name _____

Billing Address _____

Authorized Signature _____ Print Name & Title _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from the following Vendor: PIONEER POS SOLUTION, Inc. of the item(s) I have listed in paragraph 5 below.
4. I will resell the item(s) in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

Signature of Purchaser or Authorized Agent	Date
Printed Name of Purchaser or Authorized Agent	Title
Firm Name	Telephone No.
Address	