C-COM EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is made between Carrot Medical, LLC ("Loaner") located at 22122 20th Ave SE, Suite H-166, Bothell, WA 98021 and ***company name*** ("Borrower")**.**

LOAN OF EQUIPMENT. During the term of this Agreement, Carrot Medical shall loan products as listed below ("Loaned Equipment") to Borrower on a no-charge basis. Borrower understands that the Loaned Equipment is provided "as-is" and without warranty of any kind.

Loaned Equipment*:*
Carrot Medical C-Com Evaluation System:

__ *Base Station*
__ *Wired Headset*
__ *Wireless Affinity Headsets*
__ *Batteries w/ Battery charger*
__ *Other* _____

The Loaned Equipment is intended for demonstration**.** Borrower agrees to use Loaned Equipment only for such purpose.

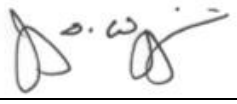
TERMS OF AGREEMENT; DELIVER AND RETURN OF LOANED EQUIPMENT. The period of the loan is (__) week(s) from the date of equipment delivery ("Loan Period"). The Loan Period may be extended if agreed upon by both parties and defined in written documentation.

Borrower agrees to use Loaned Equipment in a responsible manner and in accordance with instructions given by Loaner. At the conclusion of the Loan Period, Borrower shall return Loaned Equipment in its original packaging together with all documentation and material relating to Loaned Equipment to Loaner at 22122 20th Ave SE, Suite H-166 Bothell, WA 98021. Loaned equipment returned to Loaner must be in the same working condition and physical condition as it was at the time it was delivered to the Borrower. Loaner may at any time request the return of Loaned Equipment and reserves the right to claim compensation from Borrower for any damage, misuse and/or loss of Loaned Equipment. If Borrower does not return Loaned Equipment to Loaner within five (5) days of the termination of Loan Period and has not requested an extension of Loan Period, THIS AGREEMENT SHALL CONSTITUTE A BINDING ORDER TO PURCHASE LOANED EQUIPMENT, and Borrower shall accept and pay an invoice in the amount of $_____ USD issued by Loaner reflecting such purchase without the necessity of further documentation being exchanged between the parties.

RESPONSIBILITIES. Borrower acknowledges that Loaned Equipment is governed by U.S. laws and regulations on exports, and Borrower agrees to comply with all such laws and regulations. Borrower agrees to exercise a reasonable degree of care in safeguarding the Loaned Equipment during the Loan Period. Borrower agrees to use the Loaned Equipment in compliance with all applicable laws and regulations. Borrower agrees to hold harmless and indemnify Loaner against any claims arising from the use of the Loaned Equipment. Borrower shall not settle any claim for Loaner without Loaner's prior written consent.

TITLE. Borrower acknowledges that the ownership of the Loaned Equipment remains with Loaner at all times and that, except as set forth herein, no right, title or interest in the Loaned Equipment therein shall pass to the Borrower.

GENERAL. This Agreement shall be construed and performance thereof shall be determined according to the laws of the State of Washington. This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements. This Agreement may be amended by mutual written consent of the parties.

	(Borrower)		**(Loaner)**
Company	_____	**Company**	**Carrot Medical, LLC**
Signed		**Signed**	
Printed Name	_____	**Printed Name**	**Jeremy D. Wiggins**
Title	_____	**Title**	**CEO**
Date	_____	**Date**	
Phone	_____	**Phone**	**(425) 318-8087**
Email	_____	**Email**	**jwiggins@carrotmedical.com**