

Product Loan Agreement Form

“X-PHY” means either **Flexxon Pte Ltd**, a company incorporated in Singapore with its principal place of business at 28 Genting Lane, #09-03, Platinum 28, Singapore 349585, or **X-PHY, Inc.**, a Delaware corporation with its principal place of business at Eberle Building, Suite 300, 107S B St, San Mateo, CA 94401, United States, as the loaning entity under this Agreement, depending on which entity is issuing the product loan.

Company (Borrower) : _____
Company ShippingAddress : _____
Contact Person : _____
Contact Number : _____
Email : _____

If the billing or shipping address differs from the above, please provide the relevant address, contact person, phone number, and email.

1. **Products:** The following products will be loaned by X-PHY to the company under this Agreement:

Product No.	Description	Quantity	Purpose of Loan
			Sample POC Testing

2. **Loan Period & Return / Purchase Option:**

- a. The Loan Period begins on the **Shipment Invoice Date** indicated on the invoice.
- b. The **Loan Expiry Date** is **60 days** after the Shipment Invoice Date.
- c. **On or before** the Loan Expiry Date, the Borrower must either:
 - i. Return the Products in good condition, OR
 - ii. Purchase the Products at the special sample unit price of USD _____, prior to the Loan Expiry Date. Borrower shall contact X-PHY’s representative to finalize the purchase details before the Loan Expiry Date.
- d. If the Borrower fails to return the Products within fourteen (14) days from the Loan Expiry Date and has not arranged to purchase them, X-PHY. reserves the right to invoice the Borrower for the full retail price..

X-PHY. reserves the right to re-claim the loaned products at any point of time prior to this Agreement.

3. **Purpose of the Loan:**

- a. X-PHY will loan the Products to the Borrower exclusively for the purpose of conducting testing and qualification processes, integrating the Products into system or platform, performing design-in evaluations and other internal test/evaluation activities to determine suitability for future adoption.
- b. The Borrower shall document and provide a written report detailing the testing outcomes, integration findings, and overall performance assessment within 60 days of receiving the Products. This evaluation aims to ensure compatibility, assess feasibility, and support potential adoption in future projects.

4. **Acknowledgement:** By signing this Agreement, the Borrower acknowledges and agrees that:

- a. Title to the Products is & will at all times remain in the name of X-PHY. Borrower shall not claim any ownership rights.
- b. Borrower shall not sell, lease, transfer, modify, reverse engineer, decompile, or copy the Products in any manner during the loan period. Likewise, the Products may not be pledged, mortgaged, or otherwise encumbered.
- c. Borrower shall keep all details about the Products strictly confidential and shall not disclose any technical or business information to third parties without prior written consent from X-PHY.

5. **Agreement Execution**

This Agreement is effective once signed by the Borrower and acknowledged by X-PHY. Shipment will occur thereafter, with the invoice date serving as the start of the Loan Period.

Company (Borrower) :

(Name & Title) (Client's Signature) (Date)

X-PHY, Inc.,
Eberle Building, Suite 300, 107S B St, San Mateo, CA 94401, United States
Flexxon Pte Ltd.
28 Genting Lane 09-03, Platinum 28 Singapore 349585
Website: <https://x-phy.com> Email : info@x-phy.com

For X-PHY office use:

Applied and Oversight By:	Approved By:
Name :	Name :
Title :	Title :
(Date)	(Date)
Goods Verified and Prepared By:	
Name :	
Title : Product Management	
(Date)	