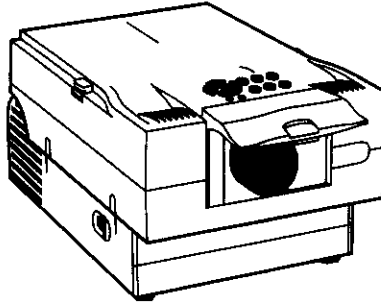


PROXIMA CORPORATION

PRODUCT LOAN AGREEMENT



PROXIMA® LIGHTBOOK™

IMPORTANT, Please Read

Dear Customer,

Thank you for your interest in Proxima projection display products. Enclosed you will find information on our evaluation program. **Please fill out the enclosed Product Loan Agreement and fax it back to Inside Sales at 619-457-8542.** Credit card information (Mastercard, Visa or American Express) is required to participate in the program.

We will submit your completed agreement to order processing. Please understand that some products have a 2 - 3 week lead time due to the overwhelming success of this program.

Remember, you will have a 10 day evaluation period from the time of shipment. For example, if we ship your product on the 1st of the month, it is due back on the 11th. We ship our products via 2nd day air and will notify you the day the product ships. This allows approximately 5 days in which to complete your demonstration/evaluation. If you exceed the evaluation period or damage the product, you may be responsible for charges, including a \$50 per day late fee.

Please Note: For proper receipt, all products returned to Proxima Corporation must be accompanied by a RMA#. The RMA# is located on the packing slip and must be written on the outside of the shipped box. If you cannot locate this number, please call customer service.

Again, thank you for your inquiry and good selling in the fast growing multimedia projector industry. Please call (800) 447-7692 and press 3, for further assistance.

PRODUCT LOAN AGREEMENT

This Agreement is made by and between Proxima Corporation ("Proxima") and _____ ("Customer"). Therefore, the parties mutually agree as follows:

Proxima intends to loan the following projection product ("Product") to Customer: **Please note that due to the success of this program we are only able to loan one product at a time.**

Model Number

1. Loan Expiration Date

Proxima will provide Customer the above-referenced Product at no charge for a period of 10 days from the date of shipment.

2. Location

Customer agrees that the Product will be used only in accordance with the applicable Proxima specifications and only for the purpose of evaluation, training and/or sales demonstrations at the following location:

Ship To Address	** Please type or print legibly **		
Customer Name			
Address			
City	State	Zip	
Responsible Person (please print)			
Title			
Phone	Extension	FAX	
Credit Card #	AMEX___	Mastercard___	Visa___
Card Holder Name (please print)			
Authorized Signature of Card Holder			

Please note: By signing above as Card Holder, you are expressly authorizing Proxima to charge the above credit card, and you will be liable, for amounts which may become due under this Agreement.

3. Return of Product

Customer will be given a Return Material Authorization (RMA#) to return the Product. Customer must print the RMA# on the outside of all boxes shipped to Proxima. Customer will retain all original boxes and packing material. When the Product is returned to Proxima, Customer will repack it in the same manner in which it was shipped. Customer will insure the Product for shipping damage in the amount equal to the then-current full retail price and will be responsible for freight charges to return the Product. The method of return transportation to Proxima from the United States or Canada will be second day delivery. From outside the U.S. or Canada, Customer will ship via a freight forwarding service provider specified by Proxima. Customer will return the Product (so that it is received prior to the loan expiration date) to:

From within the United States
Proxima Corporation Attn: Sarah Bennett, Customer Service 9440 Carroll Park Drive San Diego, CA 92121-2295 RMA#

From outside the United States
Proxima Corporation c/o Casas International, Customs Broker Attn: Gaby Reyes 10030 Marconi Drive San Diego, CA 92173 RMA#

4. Assistance

For assistance in using the Product, the Customer may direct questions regarding set-up to Proxima’s Technical Support at (619) 457-5500 and press 2.

5. Obligation for Payment

If the Product is not returned to, and received by, Proxima on or before the loan expiration date, Customer agrees to pay to Proxima \$50 per day for each day that the Product is late (the “Late Fee”). Should the Product become 30 days past due, Customer will be liable for the then-current full retail price of the Product and, upon full payment, title to the Product will pass to Customer on an “as-is” basis, as described in Section 7 below.

6. Obligation for Modification, Damage or Loss

Proxima shall retain title to the Product while on loan and Customer will not alter, modify, loan, transfer, encumber, sell or otherwise dispose of the Product without Proxima’s prior written approval. Customer will be solely liable for any loss or damage to the Product while in Customer’s possession or in transit back to Proxima. In the event of modification or damage, and in addition to any Late Fee, Customer agrees to pay to Proxima the lesser of i) the repair cost (if repairable) for the Product or ii) the then-current full retail price of the Product. In the event of loss of the Product or any associated part, the charge will be the then-current full retail price of the Product or part.

7. General

PROXIMA PROVIDES THE PRODUCT ON AN “AS-IS” BASIS WITH NO WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Proxima’s entire liability and Customer’s exclusive remedy from any cause whatsoever relating to this Agreement will be limited to the amount Customer paid to Proxima, if any, hereunder. In no event will Proxima be liable for any lost profits, lost savings, incidental damages, or consequential damages, even if advised of their possibility.

Customer represents and warrants to Proxima that it is solvent and able to pay its obligations as they become due. Proxima is hereby authorized by Customer and the credit Card Holder to immediately charge the above-provided credit card for any amounts which may become due under this Agreement. Further, Customer agrees to pay all of Proxima’s costs of collection (including reasonable attorneys’ fees) incurred in recovering any Product and/or amounts which may become due under this Agreement.

This Agreement has been entered into and is to be performed in the County of San Diego, State of California, and shall be governed by the laws of the State of California. Any action arising out of this Agreement will only be brought in the County of San Diego, California and Customer agrees to jurisdiction in said location.

Any modification to this Agreement must be in writing and signed by both parties. Customer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement is the exclusive agreement of the parties regarding its subject matter and this Agreement supersedes all proposals or prior agreements or communications, oral or written, relating to the subject matter herein. Any reliable reproduction of this Agreement (such as a photocopy or facsimile copy) shall be deemed an original.

Signature and Acceptance of Agreement:

Authorized Signature of Customer: _____

Print Name: _____

Title: _____ **Date:** _____

