

MOTOVATION ACCESSORIES™

8403 Cross Park Drive, Ste 3E, Austin, TX 78754

1. APPOINTMENT

1.1. Appointment: Subject to the terms and conditions herein and for the term of this Agreement, Motovation Accessories, LLC hereby appoints Dealer as a nonexclusive independent reseller of the Products. Dealer shall sell Products hereunder solely to end users thereof. As used herein the term "Products" means the products listed in Motovation Accessories, LLC's current online price list, as such list may be amended by Motovation Accessories, LLC from time to time in its sole discretion. Motovation Accessories, LLC reserves the right to change or discontinue any of the Products and to change the list of price of any of the Products at any time. Changes in Products or any list price therefore shall be effective upon Motovation Accessories, LLC's publication of a new online price list.

1.2. Relationship and Restrictions: Dealer is an independent purchaser and seller of Products. Dealer shall not be considered an agent, partner, employee, or legal representative of Motovation Accessories, LLC for any purpose. Dealer shall be responsible for all its' own expenses and employees. Without Motovation Accessories, LLC's prior written approval, Dealer may not use or sell Products to other resellers, sub distributors, third party sales agents, or other re-marketers.

2. PRICING, ORDERING, SHIPMENT AND PAYMENT

2.1. Prices: Products shall be sold to Dealer at the discount set forth by the Dealer Price List at the time of Dealer order. The discount shall be applied before the addition of shipping and handling charges and any and all sales, value-added and transactional taxes associated with the sale of the Products.

2.2. Taxes: Unless Dealer provides Motovation Accessories, LLC with a valid tax exemption certificate, Dealer agrees to pay all sales, value added and other transactional taxes associated with the sale of the Products by Motovation Accessories, LLC to Dealer.

2.3. Orders: Dealer shall place all orders for the Products either by fax, electronic e-mail or directly on Motovation Accessories, LLC's online store. Orders will be accepted by Motovation Accessories, LLC only upon Dealer's receipt of Motovation Accessories, LLC's written or electronic order confirmation. Upon Motovation Accessories, LLC's order confirmation, an order shall become binding and shall not be subject to cancellation. Unless otherwise expressly stated in the order confirmation, Motovation Accessories, LLC will fill all orders in accordance with the terms and conditions of this Agreement and Motovation Accessories, LLC will not be bound by any terms delivered with any order or by other communications between the parties relating to orders.

2.4. Shipment: Dealer shall be responsible for all shipping and related insurance charges with respect to the shipment of the Products. Unless otherwise stated in Motovation Accessories, LLC's order confirmation, all Products shall be shipped by ground freight to Dealer on a carrier selected by Motovation Accessories, LLC. Motovation Accessories, LLC shall have no liability hereunder arising from any failure to meet any Product delivery date.

2.5. Title: Title to a Product shall pass to dealer upon delivery and full payment therefore.

2.6. Payment: Unless other payment terms are previously agreed to in writing by Motovation Accessories, LLC, Dealer shall make full payment for all Products order either by (i) payment by valid credit card at the time of order, or (ii) payment by check mailed to Motovation Accessories, LLC before order can be shipped. In the event that Motovation Accessories, LLC shall agree to extend any credit terms to Dealer, any amount owed to Motovation Accessories, LLC which is not paid within 30 days shall bear interest at a rate of 1.5% per month. Failure to pay within the aforementioned 30-day period or to otherwise make good payment hereunder shall be a material

breach of this Agreement. In addition, Dealer shall reimburse Motovation Accessories, LLC for all costs and expenses (including attorney's fees) incurred by Motovation Accessories, LLC in collecting any payment owed to Motovation Accessories, LLC hereunder. Dealer shall have no right to offset any deductions or credits against any amounts owed hereunder.

3. MINIMUM ADVERTISED PRICE POLICY/AUCTIONS/GROUP BUYS

3.1. Statement: Motovation Accessories, LLC is committed to maintaining the integrity and superior quality of its line of Products. The following minimum advertised price (MAP) policy is for advertising practices that preserve and enhance the reputation of Motovation Accessories, LLC Products, and thereby encourage the long-term success of Motovation Accessories, LLC and its distribution network.

3.2. Minimum Advertised Price: The MAP is defined as 5% off Motovation Frame Sliders and Motovation Engineered Parts, then current manufacturer's suggested retail price. 0% off MotovationUSA.com's published prices for all Rizoma products.

3.3. Scope of Policy: This policy prohibits all Dealers of Motovation Accessories, LLC Products from advertising at below the MAP. Further, the policy applies to advertising of all Motovation Accessories, LLC Products by Dealers in any external media including, but not limited to radio, television, internet, print, and in any form, such as direct mailings or e-mail, catalogs, price lists, flyers, group faxing, group e-mailing and trade show signs and brochures. This policy applies strictly to advertised prices and will not in any way restrict the Dealer's ability to determine its own resale prices.

3.4. Administration of MAP Policy: This is a unilateral policy and it will be administered and enforced by Motovation Accessories, LLC in its sole discretion. No employee or representative of Motovation Accessories, LLC will discuss or negotiate this policy with individual Dealers, other than to advise the Dealers regarding the administration of the policy.

3.5. Violation of MAP Policy: If Motovation Accessories, LLC verifies that a Dealer is advertising Products below the MAP or is otherwise violating this policy, Motovation Accessories, LLC will impose the following penalties:

- a. Upon the first violation, Motovation Accessories, LLC will issue a written notice of violation to the dealer and will give the Dealer an opportunity to remove from publication (including internet) any price advertising that violates this policy.
- b. Upon a second violation, a second written notice will be issued, and the dealer's right to purchase Motovation Accessories, LLC Products will automatically be suspended for a period of 60 days.
- c. Upon a third violation, a third written notice will be issued and, in Motovation Accessories, LLC's sole discretion, the Dealer's right to purchase Motovation Accessories, LLC Products will automatically be suspended for a period to be determined by Motovation Accessories, LLC or the Dealer's Motovation Accessories, LLC Authorized Dealer Agreement will be terminated.

3.6. Other Violations: The following practices will also be treated as violations of the policy, on the basis that they violate the spirit of the policy and may be used to circumvent the policy:

- a. The use of any rebate, discount, coupon, promotion, giveaway or incentive in any advertising by a Dealer where the cumulative effect is to reduce the advertised price of any Motovation Accessories, LLC Product below its MAP, without authorization from Motovation Accessories, LLC.
- b. The use of "click on" or "click through" buttons on websites, or similar buttons or automated price quotation transmission feature to provide automatic price quotations at below the MAP for any Motovation Accessories, LLC Product.

3.7. Dealers with Multiple Locations: For Dealers with multiple store locations, a violation of this policy by any one store location shall be considered a violation by all locations.

3.8. Amendments: Motovation Accessories, LLC reserves the right to amend this policy and/or its minimum advertised prices at any time upon prior written notice to Dealers. Amendments to the policy will not apply to any Dealer advertising that has already been prepared and is scheduled for delivery within 30 days after the date that Motovation Accessories, LLC gives the Dealer notice of the amendment. Otherwise, Dealers are responsible for observing the current version of this policy as well as the current MAP's.

3.9 Motovation Accessories request that our dealers refrain from advertising our products for sale on any auction sites. We also prefer that our dealers do not initiate any 'Group Buys' without prior permission in writing. Any violations of this will result in termination of pricing privileges.

4. WARRANTY

4.1. Limited Warranty: All Products sold to the Dealer hereunder shall be subject to Motovation Accessories, LLC's standard warranty for the Product included with the Product by Motovation Accessories, LLC ("Product Warranty"). The Product Warranty shall be extended to the end user purchasers of Products from Dealer who purchases such Products within twelve (12) months of the date of sale from the Dealer. End users will be required to show proof of purchase in order to make any attempts at filing for warranty. Dealer shall not extend any warranty regarding the Products other than Motovation Accessories, LLC's then standard warranty. The limited warranty statement included in the Product Warranty is the exclusive statement of the controlling terms and conditions of the limited warranties on the Products. Nothing in this Agreement or any other written documentation or any oral communications with Dealer or other parties may alter the terms and conditions of the Product Warranty. Motovation Accessories, LLC may, in its sole discretion, revise its limited warranties from time to time, however; no change in limited warranties will affect Product orders already accepted by Motovation Accessories, LLC. Dealer agrees to only pass on to Dealer's end users Motovation Accessories, LLC limited warranties and Dealer will be liable for any greater warranty that Dealer purposely or inadvertently transfers to end users. Dealer will indemnify, defend and hold Motovation Accessories, LLC harmless for any damages or other costs that arise because of Dealer's failure to properly inform Dealer's end users of current limited warranties.

4.2. Warranty Disclaimer: Motovation Accessories, LLC makes no express or implied warranties for the Products except those included in the Product Warranty. Motovation Accessories, LLC disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

5. ADDITIONAL OBLIGATIONS OF PARTIES

5.1. Sales Promotion: Dealer shall use its best efforts to promote the sale and use of the Products in its market area. Where applicable, Dealer shall display Motovation Accessories, LLC's posters, banners, web banners, and sales literature in a prominent place in its office or lobby or showroom.

5.2. Compliance with Law: Dealer shall comply fully with all laws of the United States of America that may be applicable with the sale of Products by Dealer, including without limitation United States export control laws and regulations.

5.3. Indemnification: Dealer agrees to defend, indemnify and hold Motovation Accessories, LLC harmless from and against all claims, losses, damages, liabilities or expenses of any kind, including attorney's fees, that Motovation Accessories, LLC may suffer or incur as a result of any negligent acts or omissions of Dealer, or any of its directors, officers, employees or agents, any breach of any provisions of this Agreement or any violation of laws by Dealer.

6. LIMITATIONS ON LIABILITY

6.1. Maximum Motovation Accessories, LLC Liability: notwithstanding any provision to the contrary contained herein, the maximum liability of Motovation Accessories, LLC to Dealer or any person whatsoever arising out of or in connection with this Agreement, or the Products provided hereunder, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall not exceed the amount paid for the Product giving rise to the claim, provided that Motovation Accessories, LLC's liability hereunder for all claims in the aggregate shall in no event be greater than the total amounts paid to it hereunder.

6.2. Consequential damages, etc.: in no event shall either party be liable for any special, indirect, incidental or consequential damages or for any damages resulting from loss of use, data business or profits, whether in contract, tort, strict liability or otherwise (whether or not it knows or has reason to know of such damages).

7. CONFIDENTIALITY AND PROPRIETARY RIGHTS

7.1. Definition of Confidential Information: Confidential information is any and all current and future Product information, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, strategies, plans, documents, patent disclosures, samples, materials and request for proposals that may be disclosed by Motovation Accessories, LLC to Dealer, whether written, oral, electronic or otherwise, however and wherever acquired ("Confidential Information"). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (1) known to the Dealer before receipt from Motovation Accessories, LLC; (2) publicly available through no fault of Dealer; (3) rightly received by Dealer from a third party without a duty of confidentiality; (4) independently developed by Dealer without breach of this or any other Confidentiality Agreement; or (5) disclosed by Dealer after prior written approval from Motovation Accessories, LLC.

7.2. Obligations of Confidentiality and Remedies: Dealer will protect Motovation Accessories, LLC's confidential information with the same degree of care, but no less than a reasonable degree of care, as Dealer uses with respect to its own confidential information. Motovation Accessories, LLC has no obligation to exchange Confidential Information. Dealer acknowledges and agrees that the disclosure of Motovation Accessories, LLC's Confidential Information could cause an irreparable harm. Therefore, Motovation Accessories, LLC shall be entitled to seek applicable equitable relief, including without limitation injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information.

7.3. No Warranties on Confidential Information: Motovation Accessories, LLC does not warrant or guarantee the accuracy of any Confidential Information transferred between the parties and Dealer shall have no right to use the Confidential Information other than in connection with the performance of this Agreement.

7.4. Trademarks and Trade Names: All Products sold to Dealer shall bear Motovation Accessories, LLC's trademarks. Dealer shall not remove, conceal, or alter any such trademarks or add any additional trademarks without Motovation Accessories, LLC's prior written consent. Dealer acknowledges and agrees that this Agreement gives Dealer no rights in Motovation Accessories, LLC's trademarks. Motovation Accessories, LLC grants Dealer a limited, non-exclusive license during the term of this Agreement to reproduce Motovation Accessories, LLC's trademarks in advertisements and other promotional materials relating to the Products in accordance with such standards for use of its trademarks as established by Motovation Accessories, LLC and posted on the Motovation Accessories, LLC corporate website www.motovationusa.com Such license shall expire immediately upon the expiration or termination of the Agreement. All goodwill arising from Dealers use of Motovation Accessories, LLC's trademarks shall inure solely to the benefit of Motovation Accessories, LLC. All advertisements and other promotional materials using Motovation Accessories, LLC's trademarks that are prepared by Dealer shall include an appropriate notice indicating that such trademarks are the property of Motovation Accessories, LLC. Dealer shall not use Motovation Accessories, LLC's trademarks or name as part of its corporate or business name, provided that dealer may identify itself as an authorized dealer of Motovation Accessories, LLC.

Dealer shall not register Motovation Accessories, LLC's trademarks or any mark or name closely resembling them.

7.5. Labeling: Dealer acknowledges that the labeling on Motovation Accessories, LLC Products is important to Motovation Accessories, LLC both as a matter of law and to preserve its proprietary rights in its designs and products. Accordingly, Dealer will not alter or remove any labeling or stickers, and will not replace the Motovation Accessories, LLC logos, or any logos of the Products distributed by Motovation Accessories, LLC.

8. TERMS AND TERMINATION

8.1. Term: The effective date of this Agreement shall be the date first written below. The initial term of the Agreement shall be one year at which time it will automatically be renewed for successive one-year periods until terminated as provided in Section 7.2 below or by mutual consent.

8.2. Termination: This Agreement may be terminated prior to expiration of the initial or any Renewal term by written notice to the other party as follows:

- a. By either party, without cause, by giving at least 30 days prior written notice of termination;
- b. By Motovation Accessories, LLC, effective immediately, in the event that Dealer breaches any of the terms of this Agreement;
- c. By Motovation Accessories, LLC, effective immediately, if Dealer shall become the subject of any voluntary or involuntary bankruptcy, receivership or insolvency proceedings; or shall make an assignment for the benefit of creditors; and
- d. By Motovation Accessories, LLC, effective immediately, if in the opinion of Motovation Accessories, LLC, there has occurred any material change in ownership, management, sales and marketing capability or financial condition of Dealer. Regardless of the reason for termination, including the expiration of the term of this Agreement, Motovation Accessories, LLC shall not be required to pay any termination fee or other fees related to the termination of this Agreement.

8.3. Rights of Parties on Expiration or Termination: The following provision shall apply on the expiration or termination of the Agreement:

- a. Dealer shall cease all sales activities relating to the Products and shall return to Motovation Accessories, LLC all sales literature supplied by Motovation Accessories, LLC and all Confidential Information which is then in Dealer's possession or control.
- b. All indebtedness of Dealer to Motovation Accessories, LLC shall become immediately due and payable and Motovation Accessories, LLC shall be entitled to reimbursement of attorney's fees that may incur in collecting such indebtedness.
- c. Dealer shall cease all use of any trademarks or designs owned by Motovation Accessories, LLC.

9. MISCELLANEOUS

9.1. Force Majeure: Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement (other than an obligation to make payments in accordance with this Agreement) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes and other labor disputes, embargoes, export control law, delays in transportation and inability to obtain labor, supplies or manufacturing facilities. In the event that any force majeure event shall prevent Motovation Accessories, LLC from being able to supply Products to all its customers Motovation Accessories, LLC shall be entitled to allocate its available supply of Products among its customers in such proportions as Motovation Accessories, LLC, in its sole discretion, shall deem appropriate.

9.2. Notices: All notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered in person or sent by telecopy or by registered or certified mail, postage

prepaid, addresses to the parties at their addresses stated in the preamble to this Agreement or to such other address of which either party may advise the other by written notice, Notices shall be deemed given on the date of delivery in person or sent by telecopy or, if sent by mail, seven business days after deposit in the mail, postage prepaid.

9.3. Entire Agreement: This Agreement contains the entire and only understanding between the parties and supersedes all prior agreements either written or oral relating to the subject matter hereof. No modifications of the Agreement will be binding upon a party unless made in writing and signed by persons authorized to sign agreements on behalf of the parties hereto.

9.4. Non-Assignment: Dealer shall not assign any of its rights or obligations under this Agreement to any third party without the prior written consent of Motovation Accessories, LLC.

By signing this Agreement, Dealer agrees to abide by the terms of this Agreement.

Dealership	Name	Date
Address	Signature	
City, State & Zip	Print Name	
()		
Telephone Number	Title	
()		
Fax Number	E-mail Address	
Credit Card Number	Expiration Date & Type	CVV
		(Visa, M/C, Am Ex)
Name on Card	Sales Tax ID Number	

Please return by fax or email to:

Motovation Accessories, LLC
8403 Cross Park Drive Ste 3E
Austin, TX 78754
Ph: (512) 697-9672, Fax: (512) 828-6378
Email: information@motovationUSA.com

Check List of items to be returned:

- Resale Certificate
- Business License (if applicable)
- Signed and dated last page of this document.
- Pictures of your dealership showing customer area and signage.