

Agreement for Affiliate Program

This agreement ("Agreement") is entered into on _____, 2010, by and between Mr. / Ms. _____ (hereinafter referred to as "Affiliate"), with his principal place of business at _____, and Currie Acquisitions LLC, D/B/A Currie Technologies (hereinafter referred to as "Currie"), with its principal place of business at 9453 Owensmouth Ave., Chatsworth, CA 91311. Affiliate and Currie shall be referred to collectively as "Parties" or individually as "Party".

WHEREAS, the Parties wish to enter into this Agreement whereby Affiliate, as an independent sales agent, shall represent and sell the Currie products directly to consumers in a certain region in _____;

NOW THEREFORE, based on the conditions set forth below, the Parties to this Agreement hereby agree to the following terms and conditions:

1. Duties and Responsibilities:

- A) Affiliate shall, in good faith, promote and sell Currie products to consumers directly through his own promotion efforts; and
- B) Affiliate shall be allowed to train other independent representatives to sell Currie products directly to consumers provided that such other independent representatives (hereinafter referred to as "Second Tier Affiliate" or "Third Tier Affiliate" or collectively referred to as "Other Affiliates") are approved in writing by Currie and agree to execute a written agreement with Currie.

2. **Territory:** Affiliate shall sell Currie's products in _____.

3. Commissions:

- A) Affiliate, Second Tier Affiliates, and Third Tier Affiliates shall be paid commissions based on the following schedule:

	Affiliate commission percentage	2nd Tier Affiliate commission percentage	3rd Tier Affiliate commission percentage
Net Sales made by Affiliate	12%	0%	0%
Net Sales made by 2 nd Tier Affiliate	2%	10%	0%
Net sales Made by 3rd Tier Affiliate	1%	2%	9%

For further clarity and for illustrations purposes only:

- a. For Net Sales made by Affiliate, Affiliate will receive a commission of twelve percent (12%) of the amount of monies received by Currie (excluding tax and shipping and handling);
- b. For Net Sales made by 2nd Tier Affiliate, the 2nd Tier Affiliate will receive a commission of ten percent (10%) of the amount of monies received by Currie (excluding tax and shipping and handling), and Affiliate will receive a commission of

two percent (2%) of the amount of monies received by Currie (excluding tax and shipping and handling);

c. For Net Sales made by 3rd Tier Affiliate, the 3rd Tier Affiliate will receive a commission of nine percent (9%) of the monies received by Currie (excluding shipping and tax), the 2nd Tier Affiliate will receive a commission of ten percent (10%) of the amount of monies received by Currie (excluding tax and shipping and handling), and Affiliate will receive a commission of one percent (1%) of the amount of monies received by Currie (excluding tax and shipping and handling).

B) "Net Sales" shall mean gross sales invoiced less credits (of any sort) issued by Currie that are related to the sales made by Affiliate or Other Affiliates.

C) Commission amounts payable by Currie to Affiliate and/or Other Affiliates shall be paid on the fifteenth (15th) day of each month and shall be calculated on payments received by Currie.

4. Sales processes and procedures

A) Order submissions: All sales orders must be submitted to Currie by Affiliate or Other Affiliates. Currie reserves the right to not honor any sales order submitted directly by consumers.

B) Prices: Prices for product sold must be in accordance with process shown on order form attached hereto as Attachment A and Attachment B.

C) Service: Affiliate and Other Affiliates agree to provide technical support for the sales generated by them.

D) Payment terms: Payment for all products sold pursuant to the terms of this Agreement shall be made by credit card and payment must be approved prior to shipment or release of product.

E) Shipping charges: Shipping and handling fees shall be charged for products shipped by Currie and shall be paid to Currie prior to shipment or release of product. Product shall be shipped to location designated by Affiliate or Other Affiliates.

5. Exclusivity. Affiliate warrants that it will not represent any other electric bicycle or electric scooter manufacturer or any manufacturer whose products compete with or are similar to those products manufactured or offered for sale by Currie.

6. Commitments. Affiliate shall make no representations, warranties or commitments binding Currie without Currie's prior written consent.

7. Discount on first purchase. Affiliate and Other Affiliates shall be allowed to purchase two electric bicycles and two electric scooters from Currie at fifty percent (50%) discount off of the retail prices shown in Attachment A and Attachment B. Products purchased pursuant to this Section 8, are intended for personal use and demonstration purposes.

Attn: President

If to Affiliate: _____

- F) Assignment:** Affiliate may not assign this Agreement.
- G) Attorney Fees:** If any action, suit or other proceeding is instituted that is related to or arises from this Agreement, the prevailing Party shall recover all of such Party's costs and attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.
- H) Governing Law:** This Agreement and any subsequent agreements between the Parties shall be governed as to validity, construction and performance by the internal laws of the State of California without regard to its conflict of law provisions.
- I) Venue:** The venue for resolving any disputes arising from or related to this Agreement shall be Los Angeles County in the State of California.
- J) Invalidity:** In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the Parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.
- K) Counterparts:** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L) Materials:** Currie will provide Affiliate with sales and marketing materials as such materials are available.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized Affiliateresentatives.

"Affiliate" Date

Larry Pizzi, President Date
Currie Acquisitions LLC, D/B/A
Currie Technologies

Attachment A

Currie Technologies® HYBRID ELECTRIC BICYCLE PRICE LIST & ORDER FORM

Effective Jan , 2010 - Subject to change without notice

Fax Completed Form to: (818) 734-8199

MODEL NAME	DESCRIPTION	COLOR	ITEM #	MSRP PRICE	ORDER QTY	UNIT PRICE	EXTENDED PRICE			
BIKES										
Via Mezza	Via Mezza	Anthracite	IZ-VM-AN	\$799						
Via Lento	Via Lento (New Hub Motor)	Dark Blue	IZ-VLHM-BL	\$899						
Via Lento	Via Lento - Step Thru (New Hub Motor)	Powder Blue	IZ-VLHM-BL-W	\$899						
Tricruiser	Tricruiser	Red Polish	IZ-TRY-RD	\$999						
Via Rapido	Via Rapido (New Hub Motor)	Black	IZ-VRHM-BK	\$1399						
Via Rapido	Via Rapido -Step Thru (New Hub Motor)	Red	IZ-VRHM-RD-W	\$1399						
Via Urbano	Via Urbano	Blue	IZ-VU-BL	\$1499						
Trailz Enlightened	Trailz Enlightened - Med	Anthracite	IZ-TRE-M-AN	\$1799						
Trailz Enlightened	Trailz Enlightened - Lrg	Anthracite	IZ-TRE-L-AN	\$1799						
Trailz Enlightened	Trailz Enlightened - Step Thru	Umber	IZ-TRE-UM-W	\$1799						
Urban Cruiser Enlightened	Urban Cruiser Enlightened	Dark Pearl Blue	IZ-UCE-M-BL	\$1899						
Urban Cruiser Enlightened	Urban Cruiser Enlightened - Step Thru	Pearl White	IZ-UCE-WH-W	\$1899						
Trekking Enlightened	Trekking Enlightened - Med	Blue Tinged Slate	IZ-TKE-M-BL	\$1999						
Trekking Enlightened	Trekking Enlightened - Lrg	Blue Tinged Slate	IZ-TKE-L-BL	\$1999						
Trekking Enlightened	Trekking Enlightened - Step Thru	Copper Gold	IZ-TKE-CO-W	\$1999						
Express	Express Evo Drive 2.0 – Sm/Med	Silver	IZ-EXP-M-SL	\$3499						
Express	Express Evo Drive 2.0 – Lrg/XLrg	Silver	IZ-EXP-L-SL	\$3499						
KITS										
SLA Conversion Kit	SLA Rack Mount 26" Conversion Kit	N/A	IZIP-KIT1	\$399						
							TOTAL		TOTAL	\$

BILL TO ACCOUNT:		
ADDRESS:		
CITY:	STATE:	ZIP:
BUYERS NAME:	PHONE #:	
TERMS:		

SHIP TO NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
SPECIAL INSTRUCTIONS:		
DEALER PO #:		

Please note:

- Prices are subject to change without notice.
- All orders are FOB Chatsworth, California.
- Extra charges and fees apply for "Ready-2-Ride" or "Ride in Four" orders.
- Extra charges may apply to drop-ship orders.
- Orders are accepted based on Credit Card Payment.

PURCHASE ORDER AUTHORIZED AND APPROVED BY:

SIGNATURE: _____

NAME: _____ DATE: _____

Attachment B

**Currie Technologies®
ELECTRIC SCOOTER PRICE LIST & ORDER FORM**

Effective Jan , 2010 - Subject to change without notice

Fax Completed Form to: (818) 734-8199

MODEL NAME	DESCRIPTION	ITEM #	MSRP	ORDER QTY	UNIT PRICE	EXTENDED PRICE
SCOOTERS						
400 Series	EZIP 400	EZ-400-BK	\$299			
Series	EZIP 500	EZ-500-RD	\$329			
Series	EZIP 750	EZ-750-SL	\$399			
Series	EZIP 1000	EZ-1000-BL	\$599			
			\$599			
			\$599			
			\$599			

BILL TO ACCOUNT:

ADDRESS:

CITY: STATE: ZIP:

BUYERS NAME: PHONE #:

Credit Card # Exp. Date:

SHIP TO NAME:

ADDRESS:

CITY: STATE: ZIP:

SPECIAL INSTRUCTIONS:

Please note:

- Prices are subject to change without notice.
- All orders are FOB Chatsworth, California.
- Extra charges apply to drop-ship orders.
- Orders are accepted based on Credit Card Payment.

PURCHASE ORDER AUTHORIZED AND APPROVED BY:

SIGNATURE: _____

NAME: _____ DATE: _____