

Agreement for Affiliate Program

This agreement ("Agreement") is entered into on _____, 20____, 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.
- 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 plus actual shipping charges they are purchased pursuant to this Section 8, are intended for personal use and demonstration purposes.

8. Selling Costs. Affiliate shall be responsible for any and all costs associated with his selling efforts and any costs, if any, associated with managing and Other Affiliates.

9. Entire Agreement. The foregoing constitutes the entire understanding between the Parties and supersedes any prior or collateral agreement or understanding between the Parties, and shall be binding upon such successors and assigns of the parties hereto as are permitted hereunder. Acceptance of this Agreement is expressly limited to the terms and conditions contained herein. No amendment to this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each Party.

10. Independent Contractors. The Parties to this Agreement are, and shall be deemed to be, independent contractors with respect to the subject matter of this Agreement and nothing contained herein shall be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment or other similar relationships between the Parties.

11. Term & Termination. This Agreement shall be effective as of _____, 20___. This Agreement may be immediately terminated, for any reason or no reason, by either Party upon the delivery of a written notice.

ATTACHMENT A

Currie Technologies – Affiliate Program Order Form Effective November 15, 2010 – Subject to change without notice

Affiliate Name: _____ Affiliate ID Number: _____

- Ø Pricing and Availability Subject to Change without notice. Refer to www.curriestore.com for current product availability and pricing.
- Ø All orders are FOB Chatsworth, California.
- Ø Orders are accepted based on Credit Card Payment.
- Ø All orders will ship via FedEx Ground or UPS Ground within 72 hours pending availability. If the product is not available, you will be notified.
- Ø Shipping charges will be assessed based on current shipping fees listed on www.curriestore.com for the product being ordered.
- Ø Submit Order Form via email to sales@curriotech.com, via Fax to 818-734-8119, or by calling 1-800-377-4532, option 3; be sure to include your Affiliate ID Number to earn credit for this order.

Model	Frame Style (where applicable)	Order Qty	MSRP	Total
eZip Scooters				
eZip E-400	—		\$299	
eZip E-500	—		\$329	
eZip E-750	—		\$399	
eZip E-1000	—		\$599	
eZip Bicycles				
	Please Circle			
eZip Trailz	D LS		\$499	
eZip Tricruiser	—		\$949	
eZip Eco-Ride	—		\$999	
IZIP Bicycles				
Via Mezza	—		\$799	
Via Lento	D LS		\$899	
Via Rapido	D LS		\$1399	
Via Urbano	—		\$1499	
Trailz Enlightened	D med D lrg LS		\$1899	
Urban Cruiser Enlightened	D med D lrg		\$1899	
Trekking Enlightened	D med D lrg LS		\$1999	
Zuma	D LS		\$1895	
SHIPPING			see www.curriestore.com or call 1-800-377-4532 option 3 for rates	
			Total	

Bill To: Name: _____ Phone Number _____

Address: _____

City: _____ State: _____ ZIP: _____

Credit Card Number: _____ Exp. Date: _____ CVV Code: _____

Signature: _____

Ship To: Name: _____ Phone Number _____

Address: _____

City: _____ State: _____ ZIP: _____