

MotoFino Dealer Agreement

(To be used in conjunction with Dealer Application)

1. Dealer Appointment: MotoFino USA, Inc., referred here as "MotoFino", hereby appoints Dealer as authorized to maintain and operate a non-exclusive dealership at the address listed on the Dealer Application.

2. Products: MotoFino has several Product lines, models and engine sizes, all referred here as "Products." MotoFino may discontinue the distribution of any and all Products without notice to the Dealer.

3. Dealer's Sales and Service Responsibilities: a. promote and sell Products, b. maintain an inventory of current Products, c. maintain a service department, d. uncrate, assemble, and pre-service in strict accordance with MotoFino guidelines, e. go through and explain to each retail customer, as well as to the appropriate members of their immediate family, the operation of the Product and pertinent information in the owner's manual, f. for all Products that are eligible for warranty, complete the warranty registration form before customer takes possession of the scooter or Product and f. comply with all laws and regulations as may apply within the territory in which it sells MotoFino Products.

4. Price and Payment: a. orders for Products shall be in accordance to MotoFino's applicable conditions of sale and prices as published and modified from time to time by MotoFino in its then current price lists, sales promotions and schedules of discounts (if any) and terms; and b. MotoFino does not extend credit and all Products are to be paid in full prior to shipment to Dealer.

5. Purchase Orders: No purchase orders of Dealer shall be binding upon MotoFino for Products until accepted by MotoFino in writing.

6. Shipment: MotoFino will endeavor to fill Dealer's orders promptly insofar as practical, but failure to fill all or any part of any particular order shall not render MotoFino liable or responsible to Dealer in any manner whatsoever.

7. Shipping Costs: All shipping costs of Products to Dealer shall be paid by Dealer.

8. Warranty: MotoFino makes no representations or warranties, express or implied (including any implied warranties of merchantability and fitness for any particular purpose), except those set forth in MotoFino's current applicable published warranty policies and procedures.

9. Warranty Parts: MotoFino shall offer free parts from MotoFino for warranty work done by Dealer in strict accordance with the provisions contained in MotoFino's warranty policy. The Dealer also agrees that it will not alter or modify any Products, repair parts or accessory(s) sold by the Dealer without the express consent of MotoFino.

10. Dealer Repairs and Modifications: Dealer shall be solely responsible for its demonstrations for the Products to potential buyers, and or workmanship in conjunction with all repairs or and modifications to any Products and shall defend, indemnify and hold MotoFino harmless against any claims, damage, loss or expense which MotoFino may sustain or incur as a result thereof.

11. Trademarks and Trade Names: MotoFino grants to Dealer limited permission to use trademarks and trade names used by MotoFino on Products in connection with the advertising and sale of MotoFino Products.

12. Term: The term of this Agreement shall be for one year. The agreement will automatically renew at the end of one year unless terminated by either party any time prior to the renewal date.

13. Termination: This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party. Notice to the Dealer shall be to the address on the front of the Application and Notice to MotoFino shall be at 2167 Gordon Highway, Augusta, Georgia 30909.

14. Repurchase Upon Termination: Upon termination by either party of this Agreement, MotoFino shall have no obligation whatsoever to repurchase any or all of the Products sold to the Dealer.

15. Assignment: Dealer and MotoFino may not sell, assign, delegate, convey or otherwise transfer in any way this Agreement to any person or other entity without prior written consent of the other party.

16. Amendments: This agreement may be amended at any time, and in writing only, by the mutual agreement of both parties. MotoFino may at any time change or amend its policies, procedures, warranties, and practices at any time without notifying Dealer.

Name of Dealer

Dealer Signature

Date of Signature

MOTOFINO USA, INC.

Signature of MotoFino USA, Inc. Officer

Date of Signature