



We are the manufacturer and the sole importer of BamX™ Atvs, Dirt Bikes, Pit Bikes and other motorsports products, including parts and riding gear. We believe it could be the perfect addition or alternative to your current product line. We have good reasons to say this and we will always stand behind our promise and our product.

With over 15 years of experience in motorsports business, we take pride in providing great customer service, before and after the sale, awesome pricing and an unbeatable selection. We went a long way to assure that quality of our products will exceed our customer's expectations. We are constantly modifying and upgrading our product line to be a step ahead of our competitors.

We established a major relationship with a new factory that manufactures much higher product specifications. Because of our exclusive relationship with the factory, we are able to insist on continuing improvement in product quality and we are able to bring you the latest and hottest styling. Most importantly we are able to give out a **One year warranty, unlike most of our competitors.**

We invite you to participate in the BamX™ dealership program:

- **Nationwide advertising campaign.**
- **Free retail referrals.**
- **Ads in targeted print publications.**
- **Point and click banners on the internet.**
- **Toll free sales and customer support line.**
- **Protected territories upon approval.**



What kind of protected territory may I expect?

Depending on your location the population density we will grant you an exclusivity agreement giving you typically a 20 mile protected radius from any other BamX™ dealer

What do you mean by "free retail referrals?"

We filter the retail foot traffic from our sales lines, web pages, and print ads and then funnel the inquiries from your area directly to you. Some of our dealers receive 5-10 leads per week.

Why are these referrals important?

The leads we furnish are people who have seen our advertising and have contacted us looking for a BamX™ dealer in their area (i.e., you). Most usually those retail clients have already done comparison shopping for an ATV, but want a dealer close to them where they can look at the product and importantly, test it personally. That is usually a customer who is ready to buy and our customer support representative will make sure that they come to your store.

Will you make money, selling BamX™ product line?

Based on your first order and a short phone interview with our national sales manager you will be approved under one of three dealership programs, we are currently running. Typical weighted average gross profit margin for our dealers is 45%, depending on the location of your retail store.

If you are already in the ATV business, compare that to your current numbers.

We Need and Value Our On-The-Ground Dealers so that customers can actually see the product, not just get an idea of it via the Internet or print media.

We ALWAYS have the parts you need in stock!

These parts are shipped to our dealers within 48 hours.

Our 20-mile + protected territory and dealership agreement covers BamX™ products and trademarks; however that does not preclude you from dealing in other product lines.



Thank you for your interest in our product line and taking time to read about us.
If you would like more information or have any other questions, not covered here, please contact us direct at 888-656-BAMX (2269) or via email: dealers@bamxusa.com

Sincerely,

BAMX USA MOTORCYCLES COMPANY, INC.
9107 Wilshire Blvd Suite #325
Beverly Hills, California 90210
Main: 888-656-BAMX (2269)
Fax: 310-275-4642
dealer@bamxusa.com

BamX™ Distributors, LP**Authorized Dealer Agreement**

This AGREEMENT is effective as of this _____ day of _____ month, 2006 by and between BamX™ (further referred to as distributor) and

- A corporation, incorporated in the state of _____.
- A limited liability company organized in the state of _____.
- A limited partnership organized in the state of _____.
- A proprietorship _____.
- Other (specify) _____.

Hereinafter referred to as ("Dealer")

Whereas, Distributor has established a system of authorized dealers operating at approved locations to sell and service products distributed by Distributor, including but not limited to all terrain vehicles ("ATV's"), motorcycles (dirt bikes) and related parts and accessories ("Products" or "Product") in the most effective manner and whereas each authorized dealer is relied upon to provide appropriate capital, equipment, staff and facilities to properly sell, service and protect the reputation of Distributor's Products, the parties agree as follows:

Distributor hereby grants Dealer a non-exclusive right to identify itself as an Authorized BamX™ Dealer and to sell Products as an Authorized Dealer, subject to the following:

1. **Term.** The term of this Agreement shall be one year beginning with the effective date specified above and shall be automatically renewed for successive one-year terms unless sooner terminated in accordance with this agreement.
2. **Non-exclusive Dealer.** Dealer shall at all times be deemed a non-exclusive Dealer of Distributor's Products, and as a such, shall not be an agent, employee, or representative of Distributor, but rather shall be an Independent contractor.
3. **Sales to Dealer.** Distributor agrees to sell Products to Dealer in accordance with the terms and conditions of this Agreement. Dealer shall pay the purchase price specified in the Dealer Price List to be provided from time to time, but provided that Distributor shall give Dealer thirty (30) days written notice to any changes in Dealer prices. Dealer prices do not include shipping costs or any federal, state or local taxes applicable to the products, all of which costs shall be borne by Dealer.
4. **Purchase Orders.** Dealers shall order Product(s) by written notice to Distributor. Each order shall include the numbers of units to be shipped, the type of units to be shipped, the ship-to location, and proper authorization.
5. **Shipping.** All prices are FOB Distributor's warehouse unless otherwise agreed to in writing by Distributor.
6. **Payment.** All payments shall be net cash prior to shipping, unless alternative terms are agreed to in advance and in writing by Distributor. Distributor's "acceptance" of a Dealer's Purchase Order that clearly sets out requested alternative payments terms and Distributor's shipment of Product pursuant to that Purchase Order shall be deemed to meet the requirements for advance approval of alternative payment terms. Payment shall be made to Distributor in U.S. dollars by cash or cash equivalent, including wire transfer to Distributor's account.
7. **Sales Location.** Dealer hereby agrees to display and sell Distributor's Products in its retail store(s) or products catalog in accordance with this Agreement. Dealer further agrees to sell the Product(s) only to purchasers who are consumers or end-users. Dealer specifically agrees that it will not sell or authorize any Product to be sold through any live auction or through any online internet auction such as Ebay.
8. **Product Returns.** Dealer may return new Product to Distributor in its original packaging for full credit, less any shipping costs. Distributor will not accept returns of any Product that is not in its original condition and in its original packaging. Defective Products returned under warranty to Dealer will be resolved by providing replacement parts or by Product replacement, at the option of Distributor.
9. **Dealer Representations.** Dealer certifies that it holds a valid seller's permit for all locations from which it will sell Products, that it is engaged in the business of selling and that all the Product(s) it shall purchase from Distributor will

be resold by it in the form of tangible personal property and further that it holds any and all licenses, permits and certificates required by federal, state or local laws or regulatory authority necessary to qualify it to sell the Product in the sales location.

State: _____ License or Certificate Number: _____

TIN: _____

Attach additional sheets if separately licensed in multiple states or location.

- 10. **Intellectual Property.** Distributor or its affiliates are the exclusive owners of the various trademarks, service marks, names, logos, slogans and designs ("Marks") used in connection with the Products. Dealer is granted the non-exclusive right to display the Marks in the conduct of its Dealership operations. The Marks may be used as part of the name under which Dealer's business is conducted only with the express written approval of Distributor. No company owned by or affiliated with Dealer or any of its owners may use any Distributor Mark or product name without Distributor's written permission. Dealer will change or discontinue the use of any Distributor Mark upon request. Upon termination of this Agreement, Dealers will immediately discontinue or cause to be discontinued, at its expense, all use of the Marks. Thereafter, Dealer will not use, either directly or indirectly, any Marks or any other confusingly similar marks in a manner likely to cause confusion or mistake or to deceive the public. Dealer will reimburse Distributor for all legal fees and other expenses incurred in connection with legal action to require Dealer to comply with this paragraph.
- 11. **Termination.** Either party may terminate this agreement with or without cause on 30 days written notice to the other party; provided however, that Distributor may terminate this Agreement immediately upon Dealer's breach of this Agreement.
- 12. **Assignment.** This Agreement may not be assigned in whole or in part by Dealer without the express written consent of Distributor. Assignment shall include a change in ownership or control of Dealer.
- 13. **Entire Agreement.** This agreement constitutes the entire understanding of the parties and supersedes any prior agreements, written or oral. Past practice and course of dealings between the parties shall not be used to amend the terms of this Agreement. All agreements or modifications must be in writing and be executed by duly authorized representative in the same manner as this Agreement.
- 14. **Indemnification.** Dealer agrees to indemnify, defend and hold Distributor harmless for any loss, cost, damage, liability or expense (including Distributor's reasonable legal fees and other costs of litigation) for any claim or lawsuit brought against Distributor by any third party asserting that any Product caused or resulted in physical injury, death or property damage arising out of or related to the following: 1) Dealer's modification of any Product except in a manner expressly approved by Distributor in writing; 2) Dealer's failure to warn that if the Product is operated by a minor, it should be only under the direct supervision of an adult; 3) Dealer failing to warn that the Product should be driven only off the street, road or highway; 4) Dealer removing any warning labels affixed to the Product or failing to distribute literature provided by Distributor to accompany any Product; or; 5) Dealer making any claim or warranties beyond those expressly given by the manufacturer or Distributor.
- 15. **Governing Law and Severability.** This Agreement shall be governed by the laws of the State of California. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be impaired thereby. The failure of either party of any breach shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.

The undersigned representative of Dealer certifies and warrants that Dealer has taken all action required by its organizational documents to authorize the individual identified below to act on behalf of Dealer and further warrants that the undersigned has full authority to execute this document.

Dealer

By: _____

Title: _____

Date: ____ / ____ / ____

Distributor

By: _____

Title: BamX™ MOTORCYCLE COMPANY

Date: ____ / ____ / ____

BAMX USA MOTORCYCLES COMPANY, INC.
 9107 Wilshire Blvd Suite #325
 Beverly Hills, California 90210
 Main: 888-656-BAMX (2269)
 Fax: 310-275-4642
dealer@bamxusa.com



BamX™ Distributors, LP

Dealer Information Sheet

Business Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Please tell us a little about your business:

Resale (Sales Tax) #: _____ Federal Tax ID: _____

Dealer License #: _____ (If required in your state) _____

NAMES AND CONTACT INFORMATION OF PRINCIPALS

| Name, Last, Company | Address, City, State, Zip Code Phone/ Fax |
|---------------------|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SUPPLIER & PERSONAL REFERENCES

| Name, Last, Company | Address, City, State, Zip Code Phone/ Fax |
|---------------------|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

BANK REFERENCES

| Bank & Officer Names | Address, City, State, Zip Code Phone/ Fax |
|----------------------|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I AUTHORIZE THE ABOVE SUPPLIER(S) AND BANK(S) TO RELEASE CREDIT INFORMATION FOR YOUR CONFIDENTIAL USE.

SIGNED: _____

DATE: _____

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PERSONAL GUARANTEE CREDIT AUTHORIZATION AND REQUEST

I, _____, having a Social Security Number
(Full Legal Name)

Of _____ - _____ - _____ and Date of Birth of ____/____/____, currently residing at:
(SS#) (MM/DD/YYYY)

(Street Address)

_____' _____' _____
(City) (State) (ZIP Code)

Hereby authorize and request that BamX™, its successors and/or assigns, run credit reports and check background references on me in relation to a net terms purchasing request for my retail store:

(Complete Legal Name of the Business and DBA if Applicable)

If credit is extended to me, this authorization shall survive and be valid for the entire term if the BamX™ Dealer Agreement and any extensions, renewals and modifications thereof. During the life of the Agreement, BamX™ may from time to time run credit reports on me as it deems necessary to monitor and evaluate the net terms account and credit limits, as well as to update dealer records.

Accepted and agreed:

X _____
(Signature)

____/____/____
(Date)

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WWW.BAMXUSA.COM



CREDIT CARD AUTHORIZATION FORM

I, _____, the holder of (please check one):
(First Name, Last Name)

- Visa
- Master Card
- American Express
- Discover

With Card Number and Expiration Date noted below, hereby Authorize BAMX USA MOTORCYCLES, INC. to charge the amount of \$_____.____ representing payment for BAMX USA MOTORCYCLES, INC. invoice #_____ in the amount of \$_____.____

I have read this entire agreement and understand that I will be held fully responsible for its terms and charges.

I agree not to charge back BAMX USA MOTORCYCLES, INC. for this transaction for products already received from BAMX USA MOTORCYCLES, INC.

Card Number: _____

Expiration Date: _____ Security Code: _____

Card Holder's Name & Last (as it appears on the card):

Signature: _____

Company's Name: _____

Billing Address: _____

Billing City, State and ZIP Code: _____

Telephone Number: (____) _____

Date: _____

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PERSONAL INDEMNITY AND GUARANTY

To induce BamX™ to approve this credit application and purchase agreement and in consideration of its so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above individual, Corporation or Partnership Purchaser's full performance of said Purchase Agreement and hereby agree to identify BamX™ against any and all damages, loss, expense (including attorney fees) and/or liability sustained by BamX™ by reason of, or related to, the above Purchaser's failure to perform or to pay when due, charges incurred in accordance with the above Agreement. The above Purchase Agreement may be modified by BamX™ and the Purchaser executing same without notice to the undersigned and without affecting this indemnity and Guarantee. BamX™ may enforce this Agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the above named Purchaser.

NAME OF BANK: WELLS FARGO BANK
433 NORTH CAMDEN DRIVE
BEVERLY HILLS, CALIFORNIA 90210

ACCOUNT NAME: BAMX USA MOTORCYCLES, INC.

ACCOUNT NUMBER: 7012327461

BANK'S ROUTING: 121000248 OR 121042882

SWIFT CODE: WFBIUS6S

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DEALER REFERRAL PROGRAM

As a sign of appreciation to all of our dealers, who continuously contribute to our success by supporting our product and inviting new dealers into our network, we would like to introduce DEALER REFERRAL PROGRAM.

BamX™ will give you \$250.00 off your next order for every dealer that you refer to us, who signs up as a new dealer and orders at least 5 units on their first order. If their initial order will be 15 or more units, we will give you \$500.00 off your next order.

DEALER REFERRAL PROGRAM RULES:

- The new dealer's initial order must be at least 5 units or more for a \$250.00 referral discount; 15+ units for a \$500.00 referral discount.
- You may use up to 2 referral discounts per order.
- Discount may apply only to orders of at least 5 units.
- The referral's "New Dealer" status is subject to approval by BamX™.

This is our way of saying "Thank you" for helping us achieve our goals and making your success our business.

*The BamX™ Dealer Referral Program may not be combined with, or used in conjunction with, any other currently running sales promotions. BamX™ reserves the right to discontinue or alter any sales promotion at any time without prior notice.

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LIMITED WARRANTY

BamX™ Distributors, through its authorized dealers ("BamX™") provides this LIMITED WARRANTY to the original owner of a BamX™ products purchased from an Authorized BamX™ Dealer. BamX™ will replace, at its option, parts proven to be defective in material or workmanship, for a period of 90 days all parts (excluding wearable items) and 180 days on the motor and transmission from the date the product leaves the Dealer's premises. Labor, if any, required to replace or install a defective part is NOT covered during 90 or 180 day period.

TO QUALIFY FOR THIS WARRANTY: You must be the original owner of the BamX™ ATV or Dirt Bike and it must have been purchased new from an Authorized BamX™ ATV and Dirt Bike Dealer. All claims for replacement parts under this Limited Warranty must be presented to the selling Dealer no more than 180 days on all parts (excluding wearable items) and 365 days on the motor and transmission from the original purchase date. You should maintain receipts and record relating to your purchase since proof of purchase (including date purchased and vehicle identification number) will be required when a warranty claim is made. You must have prior approval from the selling dealer or BamX™ before replacement parts are shipped.

WHAT IS NOT COVERED: Failures due to normal required services which are not due to defect in material or workmanship, including parts affected or damaged by lack of required maintenance, owner abuse or neglect, accident, collision, misuse or normal wear and tear. Competition racing or modifications made to increase performance or rental in any from or use or misuse of the unit for any unintended purpose will VOID the warranty. Labor costs are not covered by BamX™.

1. Deterioration from the elements or improper storage, transport or natural disasters such as fire or flood.
2. The incorporation or use of unsuitable parts or attachments, damage resulting from repairs, adjustments or maintenance not performed by BamX™ Authorized Dealer.
3. Replacement of expendable items including, but not limited to spark plugs, filters, lubricants, seals and gaskets unless damaged solely as a result of a Dealers personal accessing the covered part, and drive chains, air cleaner elements, brake shoe or pads, cables, fuses, oils, batteries, light bulbs, and tires.
4. Incidental expenses incurred for in the making of any such claims as those for towing or transportation to a Dealer for service or any other incidental or consequential damage or expense.
5. Any person injury, death or property damage. If the ATV or Dirt Bike is purchased in a state that does not allow BamX™ to disclaim such damages, then in any event, BamX™ shall not be responsible for any injuries, death or property damage that results from continuing to operate the ATV once the customer discovers that there is a defect in any part. Any medical or hospital expenses due to use of the ATV or Dirt Bike. Owner operated the ATV or Dirt Bike at his or her own risk.

ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF BamX™ HAS BEEN ADVISED OF THE INTENDED USE BY DEALER OR CUSTOMER. NO PERSON IS AUTHORIZED TO WAIVE OR MODIFY THIS DISCLAIMER EXCEPT THE PRESIDENT OR ANY VICE PRESIDENT OF BAMX. ALL EXPRESSED WARRANTIES OR ANY IMPLIED WARRANTIES THAT MAY NOT LEGALLY BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTY OR WRITTEN WARRANTY. THE PREVIOUSLY LISTED LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ATV'S OR DIRT BIKES BECAUSE OF THE STATE LAW. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. SOME STATES MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Model: _____

VIN#: _____

Customer Signature: _____

Date: ____ / ____ / ____

Dealers Signature: _____

Date: ____ / ____ / ____