

## ***Rad Power Bikes Rental Fleet and Sales Referral Program Agreement***

*An exciting revenue generator and great new add-on to your existing or new business!*

Your customers will enjoy the unique experience of riding a stable and exciting electric bike and the added power of the motor means that everyone in the group will be able to travel together no matter their fitness level. We are excited to announce this new program to help educate and excite new users about electric bikes and help people have more fun than ever during their bicycle rental and test ride experience.

This document spells out the guidelines for becoming and maintaining the status of a preferred Rad Power Bikes rental fleet operator and sales referral establishment (“Preferred Rental Partner”). Our Preferred Rental Partners will be listed on an interactive map at [www.radpowerbikes.com](http://www.radpowerbikes.com) where consumers will be directed to their local rental company to try before they buy, or just spend a sunny day cruising the local bike path! Whatever the reason, people absolutely love Rad Power Bikes, and operators of rental fleets will benefit greatly from the increased excitement our bikes generate.

### **Fleet Purchase Prices and Resale Terms:**

1. Preferred Rental Partners will be entitled to volume discounts on Rad Power Bikes models. A minimum purchase of five (5) bikes is required to establish a preferred rental fleet (“Rental Fleet”), with additional discounts and extended payment terms at 10+ and 20+ unit benchmarks, as set forth below, offered subject to Preferred Rental Partner’s credit approval in Rad Power Bikes’ sole discretion.
2. Discount and Payment Terms:
  - 5-9 units: 10% off MSRP
    - Full payment due at time of order.
  - 10-19 units: 15% off MSRP
    - Full payment due at time of order.
  - 20+ units: 20% off MSRP
    - Full payment due at time of order.
3. Rad Power Bikes will pay freight on all qualifying Rental Fleet orders.
4. Preferred Rental Partners will be entitled to discounts on purchases of replacement parts and accessories at a rate commensurate with Preferred Rental Partner’s Rental Fleet purchase discount rate. Rental Fleet Partners are permitted to re-sell used Rental Fleet inventory after eight (8) months of usage to recoup costs from inventory investment, and to allow Preferred Rental Partners to upgrade to more recent models. Rental Fleet bikes must be operated as a rental for a minimum of eight (8) months prior to their re-sale and must be advertised as used product. Rad Power Bike’s suggested advertised sale price policy for used Rental Fleet bikes to the general public or to specific customers is no less than \$1,300 CAD and no more than \$2,699 USD. This policy does not apply to unadvertised, in-store sales. Each Preferred Rental Partner is free to independently decide whether or not to follow this policy. Nothing in this policy shall be construed to be an agreement between Rad Power Bikes and the Preferred Rental Partner as to the prices at which the Preferred Rental Partner advertises the used Rental Fleet Bikes. Rad Power

Bikes reserves the right to terminate the Preferred Rental Partner's preferred rental partner status if it determines that a Preferred Rental Partner has advertised a Rental Fleet Bike at a price other than the suggested advertised price.

5. Because the Rental Fleet bikes will be used for commercial purposes, the standard one (1) year warranty on Rad Power Bikes bikes does not apply to Rental Fleet bikes.

**Disclaimer of Warranty.** RAD POWER BIKES MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND RAD POWER BIKES SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Preferred Rental Partners will have access and full support from Rad Power Bikes' tech support team and Rad Power Bikes will make replacement parts available for purchase at discounted rates.

### **Sales Referral Program Features:**

Many customers will rent a Rad Power Bike in order to test the bike prior to buying one. Others will love their rental experience so much, they'll go home and buy a Rad Power Bike of their own. In either case, we provide our Preferred Rental Partners an opportunity to earn a commission on the resulting purchase!

1. Each Rental Fleet operator is supplied with a unique Rental Fee Reimbursement Code. Your rental patrons can use this code when purchasing an ebike from Rad Power Bikes at [radpowerbikes.com](http://radpowerbikes.com) and receive a discount on their purchase in the amount of \$70 CAD.
2. When this code is used to purchase a Rad Power Bike, the Preferred Rental Partner will receive a commission in the amount of \$125 CAD for each bike order placed using its unique Rental Fee Reimbursement Code.
3. Rad Power Bikes' retail sales model is exclusively consumer direct. As such, Rad Power Bikes does not engage in third party supplier or drop ship relationships; all orders, even those qualifying for the Sales Referral Program, must be placed and fulfilled through our website, [www.radpowerbikes.com](http://www.radpowerbikes.com).

### **Rental Fleet Operator Guidelines:**

As part of our diligence process to ensure our Preferred Rental Partners maintain the highest safety standards we have the following guidelines for all companies interested in starting programs:

1. **Business License:** Preferred Rental Partners should possess all local/city/state/federal business licenses and permits required under applicable law for the operation of an electric bicycle rental.
2. **Insurance Coverage:** Preferred Rental Partners should carry business liability insurance that specifically covers the rental and business usage of electric bicycles.

3. Brick and Mortar: Preferred Rental Partners should have a physical location where their business is located and preferably a store front that is both welcoming and conveniently located.
4. Helmets and Liability: All users of Rental Fleet bikes should be required to wear an approved helmet and sign a liability waiver.
5. Training Program: All Preferred Rental Partners should provide their employees and other users with adequate instruction and training prior to use of Rental Fleet bikes. It is particularly important for the safety of users and others that users are properly trained on how to operate the RadRover, RadWagon, RadMini, and RadCity correctly before use. Upon request, Rad Power Bikes may provide operating instruction videos or manuals.
6. Assembly and Maintenance: For the safety of all Rental Fleet riders, all Rental Fleet bikes should be assembled and regularly inspected and maintained by a qualified mechanic.
7. Website: Preferred Rental Partners should have a website covering rental policies, availability, pricing and safety-related information.
8. Branding and Logos: Preferred Rental Partners should not modify, cover, replace, change or otherwise alter any Rad Power Bikes branding on the Rental Fleet bikes, including the Rad Power Bikes name, the bike model name and/or any other logos or names.

### **Subleasing of Rental Fleet Bikes**

Rental Fleet bikes may be used solely by the Preferred Rental Partner and its rental customers. The Preferred Rental Partner shall not otherwise allow any person other than the Preferred Rental Partner or its rental customers to use the Commercial Fleet bikes.

### **Indemnification**

The undersigned Preferred Rental Partner expressly agrees as a condition of the purchase of Rental Fleet that it will defend, indemnify and hold Rad Power Bikes harmless from any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent or employee of such user or by any third party arising from any use of Rental Fleet bikes.

### **Intellectual Property**

Preferred Rental Partner acknowledges that Rad Power Bikes owns and will retain all right, title and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the Rad Power Bikes bikes, including, but not limited to, all copyrights, patents, trademarks and trade secrets (collectively, the “Intellectual Property”). Preferred Rental Partner further acknowledges that it will have no rights with respect to the Intellectual Property.

**No Partnership or Joint Venture; Termination**

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the other. No party shall hold itself out contrary to the terms hereof and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. Rad Power Bikes reserves the right to terminate its business association with the Preferred Rental Partners at its sole discretion for any reason, including, without limitation, for violation of the “Rental Fleet Operator Guidelines” set forth herein.

[Signature page follows]

By signing this document, Preferred Rental Partner agrees to the terms of the Rad Power Bikes Rental Program Agreement and confirm that the business meets **ALL** of the above guidelines and requirements.

Preferred Rental Partner \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For more information, please email [joe@radpowerbikes.com](mailto:joe@radpowerbikes.com)