

2011 TRIKKE TRAINER PROGRAM
APPLICATION

THE DETAILS

TOTAL COST \$700: Academy fees are as follows (does not include travel & accommodations):

- Tech Day (Fri) (Detailed review of all vehicles including specs, servicing, & maintenance.)
- Marketing, Sales, & Riding Classes (Sat/Sun)

Bring a guest for an additional \$150

DEPOSIT - \$150.00 - (Deposit is non-refundable. In case of cancellation, deposit is applicable toward future Academy dates.)

(Please Note – Ability to ride will be a factor in acceptance to Trikke Trainer Program, and acceptance to the Trainer Program is at the sole discretion of the Academy Director. Academy classes are held at various times & locations throughout the year.)

Please visit www.TrikkeAcademy.com or email trainerprogram@trikke.com for more information.

Please take a minute to complete this application. **(Do not leave any blank spaces. (N/A = No answer)** The more detail you provide gives us a better understanding of how we can develop a long term & mutually profitable business relationship. (Please attach additional pages if necessary.)

*Please return this form either via e-mail trainerprogram@trikke.com, or FAX to: 310-464-9255

APPLICANT INFORMATION

NAME: _____ (Male / Female) (Please check where appropriate.)

ADDRESS: _____

PHONE: _____ / BUS. PHONE: _____ / CELL PHONE: _____

EMAIL(s): _____

AGE: _____ HEIGHT: _____ WEIGHT: _____

Academy Location & Date you are applying for: _____

Will you need a CV rental for the Academy: (yes / no)

Guest Name if Applicable _____

(Guest will not receive their own certificate, shirt, or sales account)

Credit Card for deposit* _____ Exp _____ Security Code _____

*We accept Visa, Mastercard, & Discover (3 digits on back of card)

Billing Address (if different from above) _____

IMPORTANT ADDITIONAL INFORMATION

(Please complete this information as fully as possible.)

1. How did you first hear about Trikke? _____
2. How long have you been riding a Trikke Carving Vehicle ("CV") _____
3. How long have you owned your Trikke CV? (How many Trikke CV's do you own & what models?) _____
4. Have you ever been personally responsible for someone purchasing a Trikke CV? Y/N (please explain)
5. What is the highest level of education completed? (HS / AA / BA /)
6. Have you ever taught or been involved in any kind of informational / educational program before? Y/N (please explain)
7. Are you currently employed? Y/N Full time / Part time (please circle)

8. Who is your employer? (Please provide type of business, department, & title)

9. Are you currently self-employed? Y/N (please describe) _____

10. Do you currently have a retail location of any kind? Y/N (please describe)

11. Does your business have a certain demographic/customer-type? (if so, please explain)

10. Have you ever had your own business, or been self-employed in any way? Y/N (please explain)

11. Are you a student, home-maker, retired, unemployed, etc.? (please describe) _____

12. What type of housing do you live in? (House, Condo or Townhome, Apt., Loft, etc. _____)

13. Do you own a computer at home? Y/N

14. Do you use the internet from your home? Y/N

15. Do you smoke? Y/N

16. Do you consider yourself physically fit? Y/N

17. What is your favorite sport to participate in? _____

Are you currently active in this sport? Y/N

18. Have you ever been arrested? Y/N _____

19. Do you belong to any clubs, organizations, or groups? Y/N (please describe)

20. Have you ever been involved in, or part of a direct sales program, or business? Y/N (please describe)

21. Please take a moment to tell us how you feel you can use your talents, experience, and personal network to sell & promote Trikke products. _____

22. How did you hear about the Trikke Trainer Academy? _____

I hereby apply to become an independent sales representative with Trikke. I have read and understand the Terms and Guidelines of the Independent Representative Agreement (continued on this form) and the Application Attachment. I have retained a copy of this Agreement for my records.

Representative Signature Date _____

(Representative information should be filled out as it is to appear on checks and/or correspondence.)
(Please see reverse, or additional pages of this document for Application Guidelines & Agreement.)

TRIKKE TECH, INC. - INDEPENDENT REPRESENTATIVE GUIDELINES & AGREEMENT

This is an Agreement between Trikke Tech, Inc., (also referred to in this Agreement as the "Company") located at 85 Industrial Way – Suite F, Buellton, CA 93427 USA, and the aforementioned Representative.

Company agrees to establish a Representative Account with Applicant upon successful completion of all Trikke Academy Courses & Program. The Representative, who must be at least 18 years of age, agrees that she/he is an independent contractor for "Trikke" brand products and Trikke Carving Vehicle riding training pursuant to the Trikke Application, Guidelines and Agreement and will be compensated only in accordance with the Trikke Trainer Program Points document. The Representative agrees that the Representative Account is subject to the Trikke Trainer Program Points and all terms and conditions as stated in the Application Guidelines.

The Representative understands and agrees that Program Guidelines are subject to change, from time to time, upon notification from Trikke and agrees that her/his continued selling of Trikke products and training confirms her/his agreement to the changes. The Representative acknowledges receipt of the Program Points document and Guidelines.

The Representative is responsible for submitting all monies, which are due the Company prior to the shipment of products by the Company. This shall be within 3 business days of sale. Failure to comply with this requirement may result in the closing the Representative's Account and termination of the Agreement within ten (10) business days from receiving written notification from the Company. It could also result in collection proceedings.

The Representative agrees that she/he is an independent, business person free to conduct business according to her/his own methods while incorporating the Company recommended guidelines and procedures concerning product representations, training, and other promotional programs made available to Representative by the Company. The Representative further acknowledges and agrees that she/he is an independent contractor and is not an agent or employee of the Company and, as such, will not be treated as an employee for any Federal or State income withholding taxes, Social Security, Workers Compensation, Unemployment Compensation or other employee types of tax purposes.

The Representative may use the name Trikke during the term of this Agreement according to the terms and conditions in the Representative Guidelines. The Representative must seek prior written permission from the Company in regard to the use of the Company logo, trademark and registration mark. If the Representative account is closed or put on hold for any

reason, the Representative will immediately cease using the Company's name or any other Company designations for any purpose whatsoever.

The Company and Representative mutually agree that providing outstanding customer service & training is the first priority of Trikke, Trikke Trainer Academy Program, and Trikke Representatives. Furthermore, the Representative fully understands and agrees that providing ample and complete safety instruction is paramount to any type of physical activity training, including training people how to ride Trikke Carving Vehicles. The Representative agrees to do everything in his/her power to assure that no injury including death occurs to any of the participants that take part in any aspect of Trikke Training in which the Representative is involved. Additionally, the Representative agrees to have all participants sign a Release of Liability Waiver prior to any Trikke Training session, and to safely file the original copy of such Release, with the ability at any time to fax, email, or make a copy of same and send via post to the Company's office upon request of Company.

The Company herein recommends that the Representative purchase liability insurance for the activities undertaken in this Trikke Training, and the Company will supply contact information for an appropriate insurance broker upon request, through which the Representative can find and acquire a standard insurance policy for physical activity training and rental and sale of Trikke Carving Vehicles.

The Representative herein agrees to indemnify and hold the Company, (including all agents, licensees, employees, officers and directors) harmless from any claim, suit or damage of any kind, including attorney fees, resulting from a claim arising from the marketing, sales, advertising, training, and promotional activities of the Representative (and his/her agents and employees) in connection with Trikke products and Trikke Training.

The Representative understands that Trikke information, including contact information regarding Representatives, Clients, and Customers, is confidential and the property of Trikke Tech, Inc. & Trikke Academy. Therefore, Representatives will maintain the confidentiality of all such information. The Representative will not engage in unlawful or unfair business practices and will present Trikke and its products in a truthful and honest manner. The Representative will promote Trikke and Trikke products in a positive manner at all times.

The Representative agrees that any ideas and/or photos submitted to the Company are done so with permission to use and without the expectation of remuneration from the Company unless so stated in writing at the time of submission. The Representative's association as an independent contractor with Trikke will remain in effect until termination of this Agreement. Termination of this Agreement may occur at any time by either party for any reason by giving ten (10) days notice. Academy cancellation by Applicant is required 5 business days prior to Academy start date, in order to received refund minus deposit.

This Agreement will become effective when signed by the Representative and by the authorized Officer of the Company. Signature is required on the front and back of this Application /Agreement)

Representative Signature

Date

Authorized Officer of Trikke Tech, Inc.

Date

TRIKKE TRAINER PROGRAM - Application Attachment **PROGRAM DESCRIPTION**

The Trikke Trainer Program is designed to help introduce customers to the Trikke line of products via direct customer contact with Certified/Authorized Trikke representatives. It also provides immediate customer access to instruction in the Trikke line of products. This program is designed as a sales & marketing oriented program, both in structure and in purpose. It is meant to create a direct link between product sales and instruction. Access to trained instructors will give Trikke customers a whole new level of customer support and create an ongoing connection between the customer and the Company. Trikke Tech will assist Trainer/Dealers in creating their own business of carving vehicle sales, service, and instruction.

APPLICATION

The application process is required for all prospective trainers. Application is not a guarantee of acceptance and Trikke Tech, Inc. reserves the right to refuse admittance into the Trikke Trainer Program. Applications must be submitted to no later than 7 (seven) business days prior to the start of the next Trikke Trainer Academy.

ACADEMY GRADUATION

For acceptance and graduation from Trikke Trainer Academy, all applicants must...

- Be a competent rider at Trainer Level 1 or higher, and qualified to pass the basic riding course test.
- Submit a completed application with fee by the cut-off date.
- Complete all Academy classes & riding requirements for graduation.
- Demonstrate/exhibit an ability and desire to represent themselves and Trikke in a sincere and professional manner.

Applicants will not be allowed to participate in the Trikke Trainer Program until all the above requirements have been met. If for any reason an applicant cannot complete the above

requirements, or is considered unfit to participate in the Trikke Trainer Program for any reason, one of three options will be considered: a full refund of Academy Fee (less non-refundable application fee), a partial refund based on participation, or re-admittance into Trikke Academy at a future date. All refund decisions will be at the sole discretion of Trikke Tech, Inc.

What Authorized Dealer/Trainers Can Expect From Trikke Tech, Inc.

- Trikke Tech will create and support a separate section on its website, specifically for Trikke Trainers. All Trikke customers will be actively encouraged to seek quality training via authorized Trainers and will direct them to the closest Academy certified Trainer, or Dealer.
- Upon graduation from program, Trainers will receive access to Trikke marketing materials, including logos, brochures, posters, etc. Some materials for use in sales or marketing, display, or presentation of Trikke products shall also be available for purchase.
- Trainers will also be allowed to purchase all Trikke products at discounted rates.

TRAINING

All Instructional & training sales shall be considered binding sales contracts between the trainer and customer and are to be handled in a professional manner per the Trainer Program Points - Guidelines & Agreement.

COMMISSIONS

Commission percentages and payments will be carried out as defined in the current Trikke Trainer Program Points document.

REPRESENTING THE COMPANY

Though **Trikke Trainers do not work for, and are not employees of Trikke Tech, Inc.**, they do act as representatives for the company. Therefore, trainers are required to conduct themselves and their business in a professional manner and have fair & standard dealings with all customers per the Terms and Conditions of the Trikke Trainer Program Points Guidelines & Agreement.

*(*It is understood that all accounts, including chain stores or major accounts must be approved in writing by Trikke Tech prior to any contact being made by the Representative to the account.)*

Trainer Applicant Signature:

Date: