



LETTER OF UNDERSTANDING

Attention Moto Technologies Dealers:

Thank you for choosing to business with Moto Technologies. The purpose of this Letter of Understanding is to inform you regarding the relationship between you and Moto Technologies and the relationship between Moto Technologies and Paravan GmbH ("Paravan").

Relationship Between In Motion Mobility and Moto Technologies. In Motion Mobility and Moto Technologies are separate entities formed under the laws of the State of Florida. Moto Technologies is contractually permitted to utilize In Motion Mobility's premises and equipment. This separate contractual relationship does not create any contractual obligations between you and In Motion Mobility. In Motion Mobility will only have contractual obligations with you if you sign a separate contract specifically identifying In Motion Mobility as your contractual party. Because no privity of contract exists between you and In Motion Mobility, you cannot pursue legal action against In Motion Mobility for any issues you may have regarding the products and/or services provided by Moto Technologies or Paravan GmbH.

Relationship Between Moto Technologies and Paravan. Moto Technologies serves as the exclusive North America distributor for Paravan. As the distributor, Moto Technologies supplies you with the products from Paravan. **MOTO TECHNOLOGIES DOES NOT MANUFACTURE PARAVAN PRODUCTS.** If you experience issues with your Paravan products, Moto Technologies will attempt to assist you in any way possible. However, Paravan is the manufacturer and may need to assist with any repairs and/or resolutions.

Disclaimer of Warranties, "AS IS" Purchase. Your Paravan products may have written warranties covering them, but those warranties are offered by Paravan, not Moto Technologies. **DEALER UNDERSTANDS THAT MOTO TECHNOLOGIES OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, ON THE PARAVAN PRODUCTS. THIS EQUIPMENT IS SOLD "AS IS" BY MOTO TECHNOLOGIES, "WITH ALL FAULTS," AND MOTO TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Issues with Your Paravan Products. Your satisfaction with your Paravan products is paramount to Moto Technologies. As the exclusive North America distributor for Paravan, Moto Technologies will attempt to assist you with your products, but you may need to seek further assistance from Paravan. In the event Moto Technologies cannot assist you, we will assist in coordinating with Paravan on your behalf. Moto Technologies is not liable for any loss or damage caused by Paravan's delay in furnishing products. Further, Moto Technologies is not liable for any performance issues for Paravan products. Moto Technologies is not responsible for any consequential or incidental damages.

Dealer's Duties. Dealer acknowledges that it is obligated to follow all standards or recommendations set forth by the Society of Automotive Engineers ("SAE") and National Mobility Equipment Dealers Association ("NMEDA"). Dealer will strictly adhere to the SAE and NMEDA standards or recommendations. Moto Technologies may terminate its relationship with dealer if dealer does not strictly adhere to the SAE and NMEDA standards or recommendations.

Dealer's Decision to Purchase. As the Dealer, you determined which Paravan products meet yours and your customers' needs. Any decision to purchase Paravan products resulted from your own professional opinion. While Moto Technologies provided you with product information, you made the ultimate decision as to what products meet your clients' needs. You did not rely on any statements from Moto Technologies in determining the appropriate products for you or your clients. Once you make the decision to purchase from Moto Technologies, you are obligated to pay Moto Technologies for the selected products. You may not withhold payment due to underlying disputes with Paravan.

No Returns. Because Moto Technologies is the North America supplier for Paravan, not the manufacturer, Moto Technologies will not accept any returns of Paravan products. Arrangements for returning Paravan products should be made directly with Paravan and must be based on the warranty, if applicable, provided by Paravan. The decision to accept returns is at Paravan's discretion. Moto Technologies does not determine whether a product should be returnable to Paravan. Once you make your down payment to Moto Technologies on your Paravan products, you are bound to complete the transaction and Moto Technologies will not refund any payments made to them. Moto Technologies may be able to assist you with this process. Further, because you are purchasing the Paravan Equipment "AS IS" from Moto Technologies, you may not return it to Moto Technologies, rescind your offer, or demand a refund.

Forum Selection Clause and Choice of Law Provision. You agree that the **exclusive jurisdiction for deciding any dispute shall be in Miami-Dade County, Florida.** You will proceed with any claims in a court with jurisdiction over Miami-Dade County, Florida. Further, any disputes will be governed by the substantive laws of the state of Florida, without regard to conflict of law rules.

Signature. By signing below, you acknowledge that you have read and understand this Letter of Understanding. Moto Technologies answered all questions you have regarding this Letter of Understanding. You acknowledge that you understand the relationship between Moto Technologies and Paravan. You further acknowledge that Moto Technologies does not warrant your Paravan products.

Thank you,
Edwin Medina
Moto Technologies

I have read and understand this Letter of Understanding and agree to its terms.

Dealer

Date