



## MEMBERSHIP LIST FEE AGREEMENT

**BLUESHIFT MOTORCYCLE CO.**

### **Membership List Fee**

By submitting a Membership List Fee (defined below), you ("You" or "Your") agree to the following terms and conditions with BlueShift Motorcycle Co. ("BlueShift").

You agree to pay a \$1,000 membership list fee ("Membership List Fee") by check or wire transfer. The Membership List Fee is fully refundable, less a \$100 processing fee, should You choose to abandon Your membership.

### **Reservation List**

If Your Membership List Fee is accepted by BlueShift, Your name will be placed on the membership list for the limited edition 2010 BlueShift Electric Motorcycle ("Membership List"). Your numeric position on the Membership List will be established by BlueShift in its sole and absolute discretion and is not transferable to any other party. Membership List participation includes updates on the 2010 BlueShift, special events for Membership List participants and other services as may be provided by BlueShift.

BlueShift may decline membership requests to avoid an oversubscription situation or as it deems appropriate, and if BlueShift declines your Membership List Fee it will return any funds paid or provided to BlueShift and will not deduct the \$100 processing fee for such return.

You acknowledge that 2010 BlueShift motorcycles may be built and distributed for purposes of in-house and third-party testing, evaluation, and display prior to production of any vehicles for customers on the Membership List and that inclusion on the Membership list does not guarantee a 2010 BlueShift motorcycle.

### **Production Notice**

BlueShift may notify You as a member of the Membership List regarding possible availability of a 2010 BlueShift motorcycle and will discuss Your options with You at such time.

### **Cancellation**

BlueShift or You may cancel Your Membership List participation and obtain a full refund of the Membership List Fee at any time, less the \$100 processing fee. If you wish to cancel Your Membership List participation please contact Kevin M. Vann at kevin@blueshiftmotorcycles.com.

### **Modifications**

Other than your right to obtain a refund of your Membership List Fee for a \$100 processing fee, BlueShift reserves the right to change any of these Membership List terms for any or no reason, and without prior notice to you. However, if you are unhappy with any change by BlueShift, you can terminate your Membership List participation at any time, subject to the \$100 processing fee.

### **Use of Funds**

BlueShift reserves the right to use Membership List Fees for operating capital and for purposes determined by BlueShift in its sole and absolute discretion. The Membership List Fees will not be held by BlueShift in a segregated account.

### **Attorney's Fees**

It is agreed that in any legal action or proceeding brought by one party against the other party to this Agreement, whether or not such Agreement has been signed by such party, the prevailing party shall be entitled to recover, in addition to any other amount awarded and any court costs and related legal fees, reasonable attorney's fees arising out of such action.

### **Governing Law**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan (without regard to its conflict of laws principles). The parties submit to the jurisdiction and venue of the State courts located in Grand Traverse County, Michigan with respect to any action arising, directly or indirectly out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venue referenced in this Agreement is convenient.

### **Privacy Policy**

**Personal Information We Collect.** BlueShift will collect the following information from you when you submit Your Membership List Fee, and Your submission of the Membership List Fee consents to our collection of such personal information:

- Name
- Address
- Phone Number
- Email Address



As a member of the Membership List, BlueShift may ask you for additional information about yourself from time to time (“Additional Information”). You may choose whether to submit Additional Information to BlueShift, however, Your submission of Additional Information to BlueShift indicates Your consent to the use of such information as provided herein.

**Use of Personally Identifiable Information.** Your personal information will be used by BlueShift to provide the services to You listed herein and contact you regarding availability of a 2010 BlueShift motorcycle. BlueShift may also use your personal information for internal purposes, including informing you of additional products and services from BlueShift, improving our services, or answering questions You may have. We may receive information from third parties with whom we have business relationships, and will combine this information with the other personal information we maintain about you. In such cases, this policy governs this information.

**Disclosure to Third Parties.** We do not sell, rent or share personal information with third parties without your prior consent, except in the limited circumstances described in this agreement. We share personal information with third-party vendors and contractors who assist us in performing internal functions necessary to operate our business. We may share your Personal Information with any of our business partners that may be of interest in servicing You, improving electrical capacity in Your neighborhood, or answering questions You may have. For example, Your personal information may be used to inform You about charging station installation services.

**Use of Aggregate Data.** We may also aggregate statistics that we gather about our customers and provide these statistics to third parties. However, when we do, these statistics will not include personal information that identifies individuals.

**Legal Disclosures.** We may also use, disclose, and communicate Your personal information if required to do so by law, including by an order of any court.

**Choice.** If you do not consent to the use or disclosure of your personal information by BlueShift other than to provide you Membership List services please contact Kevin M. Vann at [kevin@blueshiftmotorcycles.com](mailto:kevin@blueshiftmotorcycles.com).

# MEMBERSHIP LIST FEE AGREEMENT

**To join the BlueShift Membership List:**

Please read and acknowledge the terms and conditions of the Membership Fee Agreement, and submit your \$1,000 Membership List Fee via check or wire transfer:

Personal or Cashier's Check Made Out To:

BlueShift Motorcycle Co.  
Sales Department  
13919 S West Bay Shore Drive, Suite G-01  
Traverse City, MI 49684

Please contact us at (888) 407-5551 to arrange for a wire transfer.

If payment is not received within ten business days of the receipt of the signed agreement, this will void the Membership Fee Agreement.

By submitting payment and signing below, you agree to abide by the terms and conditions of the BlueShift Membership List Membership Fee Agreement.

**Signatures**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

BlueShift Motorcycle Co.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_



**BLUESHIFT MOTORCYCLE CO.**

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[www.blueshiftmotorcycles.com](http://www.blueshiftmotorcycles.com)