



5895 Shiloh Road, Suite 111
Alpharetta, GA 30005
678.947.1262 phone
info@global-adventures.us

This Authorized Dealer Agreement ("Agreement") is made as of the Date: _____
between Global Adventures, LLC (hereinafter the "Distributor") and _____
(full legal name - hereinafter the "Dealer"):

located at (full address, no P.O. Box):

RECITALS
<ol style="list-style-type: none">1. Distributor is the exclusive Distributor for the US of bicycles, bicycle parts, and diving equipment made and sold under the "Why Cycling" and "Why Scuba" (the "Manufacturer") trademark and trade names.2. Distributor sells these products to retail bicycle and scuba diving dealers for resale or rental to consumers.3. Distributor has determined that the use, safety, and enjoyment of the "Why Cycling" and "Why Scuba" products is enhanced by the provision of certain services by or through dealers, including inspection and adjustment of equipment, communication of safety information, demonstration and training in the proper use of the products, and post-sale repair and servicing of those products, if necessary.4. In order to protect its valuable reputation and goodwill, promote the safety of consumers and provide service and support for its full line of products, the Distributor distributes its products only through selected, authorized dealers with resources and technical capability to provide education and service conducive to the safe use and successful marketing of its products.5. Dealer acknowledges the importance of providing such education and service in connection with the sale and/or rental of the Distributor's products.6. Dealer desires to become an authorized dealer for the Distributor's products upon the terms and conditions set forth herein.



AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. Appointment. The Distributor hereby appoints Dealer as a non-exclusive authorized dealer for the sale and/or rental of the Distributor's bicycles, bicycle parts, scuba diving equipment and related accessories ("Products"), (a) at the retail locations or locations set forth on the attached Schedule A (each such physical retail outlet called a "Location"), and (b) so long as Dealer has a provisional license pursuant to Section 12 hereof, on a single web site owned or operated by Dealer over the Internet, the Worldwide Web or any successor thereto (the "Web Site"), and Dealer hereby accepts such appointment, all according to the terms and subject to the conditions set forth herein.
2. In-Store and Internet Sales. Dealer agrees that it will not engage in sale or rental of the Products other than from an authorized Location or Web Site except with the prior written consent of the Distributor. Dealer further agrees that it will only sell or rent authorized Products to customers who personally come into an authorized physical location or logon to the Dealer's Web Site.
3. Undertakings by Dealer. Dealer will use all reasonable efforts to support and promote the in-store sale of the Distributor's Products from each Location and its Web Site if Dealer has elected to operate or maintain a Web Site. The Dealer's obligations shall include, but shall not be limited to:
 - a) Maintaining a modern store at each Location with adequate space and facilities (including access to an air supply, if a scuba diving dealer) for display, sale, rental (if applicable), and service of the Products; provided, however, as a condition of utilizing a Web Site, at least one (1) Location must be open to the public at a minimum of eight (8) hours per day, five (5) days per week;
 - b) Employing an adequate number of trained personnel at each Location to provide demonstration and training in the proper use of the Products and to provide the proper servicing of the Products;
 - c) Inspecting the Products, testing it for proper fit and adjusting it as necessary, and providing all purchasers and renters of the Products with safety information, demonstration and training in the proper and safe use of the Products;
 - d) Providing a program of diving instruction (if a scuba diving dealer) for certification by a nationally recognized diver training organization;
 - e) Offering to demonstrate the appropriate "Why Cycling" or "Why Scuba" Product to each customer who inquires about a similar type of product or another manufacturer or who inquires generally about products of a similar type, and regularly and consistently encouraging the purchase of Products by the Dealer's customers;
 - f) Displaying all Products and any advertising and promotional materials provided by the Distributor prominently, and participating in promotional and sales training programs offered by the Distributor and/or the Manufacturer;
 - g) Exerting efforts to promote and sell the Products that are at least equal to the efforts exerted by the Dealer in the promotion and sale of other lines of cycling and scuba diving equipment;
 - h) Maintaining a sufficient inventory of the Products, including service parts necessary to meet the anticipated customer demand;
 - i) If Dealer rents the Products, maintaining at each Location from which rentals are made a reasonable inventory of the Products to be rented there, and keeping all such Products at all times in good and safe working order and physical condition; and



- j) Paying all invoices and other obligations to the Distributor promptly and abiding by credit and payment terms specified by the Distributor.
4. Sale for Resale. Except with the Distributor's prior written approval, Dealer will not sell Products to any person or entity when Dealer knows or has reason to know that the buyer's purpose is to resell such products.
5. Undertaking by the Distributor. The Distributor agrees to the following obligations and duties:
- a) To accept orders for Products placed by Dealer upon the terms and conditions set forth herein and at prices and terms specified from time to time by the Distributor, and to use reasonable efforts to ship orders promptly;
 - b) To provide training from time to time to the Dealer or to the appropriate personnel of Dealer in the proper inspection and adjustment of equipment and in providing safety information, demonstrating, and training in the proper use of the Products by consumers.
6. Terms and Conditions of Sale. Orders placed by Dealer will be subject to acceptance by an authorized official of the Distributor. Dealer expressly agrees and acknowledges that all sales will be governed by the Distributor's terms and conditions of sale in effect at the time of receipt of the order. Discount programs, if any, will be announced from time to time by price list or other written communication.
7. Term and Termination.
- a) This Agreement is effective as of the date shown in the preamble and will remain in effect unless and until terminated in accordance with Section 7.
 - b) Either party may terminate this Agreement at any time, with or without cause or explanation, upon ninety days' prior written notice to the other party. If this Agreement is terminated pursuant to this clause (b), the Distributor will during the 90-day notice period process orders received from Dealer prior to the notice period, and ship Products to Dealer in the ordinary course of availability; provided, however, that the Distributor may in its sole discretion require assurances of performance from Dealer, including but not limited to C.O.D. payment terms.
 - c) The Distributor may terminate this Agreement forthwith and without any advance notice upon the occurrence of any of the following events with respect to Dealer: (i) death or disability of Dealer's principal owner; (ii) any material transfer of ownership of Dealer's business or assets or any change of control of Dealer, (iii) the filing of any voluntary or involuntary petition in bankruptcy or any petition for similar relief under the bankruptcy or insolvency laws of any jurisdiction; (iv) the appointment of a receiver or the equivalent by any court of competent jurisdiction; (v) a general assignment for the benefit of creditors; (vi) the insolvency of Dealer or its failure or inability to meet its debts as they mature; occurrences similar to any of the foregoing under the laws of any jurisdiction, irrespective of whether such occurrences are voluntary or involuntary, or whether they arise by operation of law or otherwise; or (viii) Dealer is, in the Distributor's sole judgment, in violation of the Distributor's written policies respecting electronic commerce, distribution and pricing, as the same may be implemented, amended or otherwise revised from time to time by the Distributor.
 - d) In the event of Dealer's breach of any obligation hereunder, including but not limited to the failure to pay any invoice when due, the Distributor may terminate this Agreement pursuant to a written notice of termination to Dealer, effective upon the giving of such notice.
8. Effects of Termination. Upon termination of this Agreement:
- a) All amounts owed to the Distributor by Dealer shall become immediately due and payable, and any payment obligation of Dealer arising thereafter shall be immediately due and payable, regardless of



the terms of any agreement made prior to termination;

- b) All of Dealer's obligations under the Agreement shall continue with respect to Products owned or in the possession of Dealer, or thereafter received by Dealer;
- c) Dealer shall not take any action inconsistent with maintenance of the highest reputation of the Manufacturer, the Distributor, the "Why Cycling" and "Why Scuba" brands, or the Products itself;
- d) Dealer shall provide the Distributor with such documents, records, lists, charts, and other information, both written or in any other electronic form, as the Distributor may reasonably request for the purposes of continuing the sale and promotion of the Products;
- e) The Distributor shall have no obligation to deliver any Products to Dealer, whether or not orders received prior to termination remain unfilled.

9. Limited Warranty.

- a) The Manufacturer warrants to Dealer that the Products will be free of defects in materials and workmanship. All claims by Dealer against the Distributor or Manufacturer for breach of the foregoing warranty must be made in writing within ten business days to the Distributor (with respect to nonconforming Products) and within one year (as to defective Products) after receipt of the Product by Dealer, and any claims not made within those periods shall be deemed waived and released.
- b) The Distributor's and Manufacturer's sole responsibility with respect to such claims, if valid, shall be in the Distributor's sole discretion, to repair, replace or refund the purchase price of any Product which is determined to have been defective or nonconforming when shipped to Dealer. DEALER RECOGNIZES AND ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE EXPRESS WARRANTY SET FORTH IN CLAUSE (a), ABOVE, SHALL BE REPAIR, REPLACEMENT OR REFUND, AS DESCRIBED IN THIS CLAUSE (b). DEALER FURTHER RECOGNIZES THAT IT HAS NO RIGHTS OR CAUSES OF ACTION AGAINST DISTRIBUTOR WITH RESPECT TO MANUFACTURER WARRANTIES AND THAT ITS RIGHTS AND REMEDIES DESCRIBED HEREIN ARE SOLELY AGAINST THE MANUFACTURER. THE DISTRIBUTOR IS NOT LIABLE FOR ANY CLAIMS OF ANY KIND WHATSOEVER OR DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS.
- c) This Warranty shall not apply in any case involving misuse, neglect, or negligence by Dealer or in which any Product has been repaired or modified in any way by anyone other than an authorized representative of the Distributor which in the sole judgment of the Distributor affects the performance or purpose for which it was manufactured.
- d) THE FOREGOING SETS FORTH THE DISTRIBUTOR'S AND MANUFACTURER'S EXCLUSIVE WARRANTY TO DEALER, AND IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. THE DISTRIBUTOR AND MANUFACTURER SHALL NOT BE LIABLE TO DEALER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO ANY CAUSE WHATSOEVER, OR FOR ANY CLAIM FOR THE LOSS OF BUSINESS, PROFITS, OR GOODWILL. THE LIABILITY OF THE DISTRIBUTOR, IF ANY, FOR ANY LEGAL OR EQUITABLE THEORY, IS LIMITED TO THE ACTUAL PRICE PAID BY DEALER FOR SUCH PRODUCT. THE EXCLUSION OF DAMAGES SET FORTH IN THIS CLAUSE (d) IS INTENDED TO APPLY EVENTHOUGH THE EXCLUSIVE REMEDY ESTABLISHED IN CLAUSE (b), ABOVE, MAY BE HELD TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- e) Dealer shall make no warranties or guarantees on behalf of the Distributor or the Manufacturer with respect to the Products or the use thereof except as the Distributor may from time to time authorize in writing. Sales to consumers shall be made under the Distributor's retail warranty, if any, as in effect from time to time. Warranty cards or similar material provided by the Distributor shall be furnished by



Dealer to each retail customer. Dealer shall, without compensation from the Distributor or the Manufacturer, handle and attend to warranty and repair policy (as set forth in the attached schedule B) and provide such additional warranty-related assistance as Distributor may from time to time reasonably request. Dealer agrees to comply at all times with the requirements of the Federal Consumer Product Warranties Act (Title I of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act of 1975), and comparable state laws, and to take all actions that the Distributor may from time to time reasonably request for the purpose of compliance with such federal and state laws.

10. Indemnification. Dealer agrees to indemnify the Distributor and Manufacturer and hold them harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity, resulting directly or indirectly from any breach of this Agreement by Dealer or any one of its owners, officers, employees, or agents. Such indemnification shall include, without limitation, the payment of all reasonable attorneys' fees and other costs incurred by the Distributor and the Manufacturer in defending any such claims.
11. Insurance. During the term of this Agreement, Dealer agrees to carry commercial general liability, automobile liability, worker's compensation, employer's liability and product liability insurance in such amounts as may be required by the Distributor from an insurance carrier duly authorized to do business and provide insurance coverage in the State(s) where the Dealer operates rated "A" or better by Best's Insurance Guide and Key Ratings.
12. General Provisions.
 - a) Dealer is an independent contractor and, during the term hereof, the relationship between the Distributor and Dealer is that of vendor and vendee. Neither Dealer nor its agents or employees shall under any circumstances be deemed agents or representatives of the Distributor. Neither party shall have the right to bind the other in any respect, except as expressly provided herein.
 - b) All notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by fax or by certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth in the preamble hereto, or to such other address as either party may designate for itself by notice to the other party. Notice shall be deemed effective upon receipt if delivered in person; if mailed, upon the date deposited in the United States mail, and if faxed, upon receipt of confirmation of transmission. Delivery by Federal Express or other recognized courier service shall be deemed personal delivery.
 - c) The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision, and no waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of the provision itself, or a waiver of any right under this Agreement.
 - d) This document sets forth the entire agreement of the parties and may not be amended except by a written instrument signed by both parties.
 - e) Trademarks and trade names used by the Manufacturer or the Distributor in connection with any of the Products shall be used by Dealer pursuant to this Agreement only with reference to such Products and only in the manner approved in writing by the Manufacturer or the Distributor. Dealer shall discontinue all use of such trademarks and trade names pursuant to this Agreement immediately upon termination of this Agreement. Dealer further agrees not to use any such trademarks and trade names as part of its corporate or business name.
 - f) Neither party shall be under any obligation to enter into any new agreement with the other party after termination of this Agreement, and neither party shall have any liability to the other by reason of any failure or refusal to reinstate or extend the operation of this Agreement or to enter into any new agreement with the other party.
 - g) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia,



and each party hereby (i) expressly submits itself to the personal jurisdiction of the state and federal courts within the State of Georgia, and (ii) expressly agrees that any lawsuit arising out of this Agreement or transactions between the parties shall be brought and prosecuted in a court within Forsyth County, Georgia. Each party waives objection to venue in any of such courts on the basis of inconvenience or otherwise.

- h) Dealer may not assign or otherwise transfer any of its rights or obligations hereunder without the Distributor's prior written consent. Any purported assignment or transfer in violation of the preceding sentence shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal and personal representatives, successors, and permitted assigns. Dealer will notify the Distributor forthwith of any change of control of Dealer or any material transfer of ownership of Dealer's business or assets.
- i) This Agreement (including Schedules A and B) constitutes the final written expression of the terms of agreement between the parties and is the complete and exclusive statement of those terms. The Distributor makes no representations, warranties or undertakings, written or oral, that are not set forth herein. This Agreement supersedes all prior agreements and understandings between the parties and merges all prior discussion between the parties. When terms such as "hereof," "herein," and words of similar import are used in this Agreement, the prefix "here" refers to this Agreement in its entirety.

13. Provisional Use License.

- a) Subject to the terms of this Agreement, the Distributor hereby grants to Dealer the non-exclusive, non-transferable right to use the Approved Marks on the Dealer's Web Site to identify and promote such Web Site in connection with the sale of the Products on or through such Web Site and the Location in accordance with the terms of this Agreement, provided, however, nothing in the aforesaid license authorizes Dealer to use the name of the Distributor or Manufacturer, any Approved Mark, any derivation of the words for the Distributor or Manufacturer's name or any derivation of any Approved Mark, in Dealer's domain name or in the metatags for Dealer's Web Site.
- b) Notwithstanding anything herein to the contrary, the aforesaid license shall automatically and immediately terminate (i) upon the termination or expiration of this Agreement, for any reason, or (ii) upon receipt by Dealer from the Distributor of a written notice of termination of the license. The Distributor expressly reserves the right to terminate the aforesaid license at any time and for any reason, in the sole discretion of the Distributor, and unless otherwise specified in such notice, the termination of the license shall not result in the termination of this Agreement or cause a modification of the respective rights and obligations of the parties under the other provisions of this Agreement. Upon the termination of the aforesaid license, Dealer shall cease using the Approved Marks or any confusing trademark or trade name on its Web Site.
- c) Dealer acknowledges the validity of the Approved Marks and Distributor or Manufacturer's ownership of all rights to the Approved Marks. Dealer agrees that Dealer will not attack or contest, or assist others in attacking and contesting, Distributor or Manufacturer's right, title and interest in and to the Approved Marks, any applications or registrations for the Approved Marks or any use of by Distributor or Manufacturer or its permitted licensees of the Approved Marks or the validity or enforceability of any provision of this Agreement relating to the Approved Marks. Dealer agrees and acknowledges that ownership of the Approved Marks and of the goodwill associated therewith shall at all times remain with Distributor and Manufacturer and any rights which may accrue as a result of use of the Approved Marks on the Dealer's Web Site shall be the sole and exclusive property of the Distributor and the Manufacturer.
- d) If, for any reason or circumstances, Dealer is deemed under any law or regulation to have acquired any right or interest with respect to the Approved Marks, Dealer shall, at the request of the



Distributor or the Manufacturer, immediately execute any document reasonably required by the Distributor or the Manufacturer to effectuate the transfer and assignment to the Distributor or the Manufacturer, as may be appropriate in such case, of any and all rights, titles, and interests in and to the Approved Marks, together with all goodwill associated therewith. The obligations in the preceding sentence shall continue until the termination or expiration of this Agreement and any extension thereof.

- e) For purposes of this Agreement, the term "Approved Marks" shall mean "Why Cycling" and "Why Scuba", and any other trademark or trade names specified from time to time by the Distributor or the Manufacturer and made available by the Distributor or the Manufacturer to the Dealer. Approved Marks may only be obtained from the Distributor via electronic transfer format or another format provided by or approved by the Distributor.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the date first above written.

For GLOBAL ADVENTURES, LLC		For DEALER	
By:		By:	
Name:		Name:	
Title:		Title:	



Schedule A	
Location(s):	
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:
Website URL 1:	
Website URL 2:	
Website URL 3:	
(Use separate sheet for additional locations)	



Schedule B

Distributor Consumer Warranty and Repair Policy

1. Dealer must obtain a return authorization number from the Distributor before returning any defective merchandise.
2. The Distributor reserves the right to refuse credit or replacement to Dealer if this Policy has not been followed.
3. Authorized returns must be sent to the Distributor freight prepaid.
4. The Distributor reserves the right to have sole discretion to repair or replace defective parts or Products within the warranty period.
5. The Distributor will provide replacement parts for annual service, warranty, or out of warranty repairs only to Authorized dealers.
6. The Distributor will provide repair services for certain Products that are out of warranty or have invalidated their warranty for the cost of the parts plus a reasonable labor charge as specified in that Product's warranty.
7. The Distributor will provide annual or periodic maintenance on those Products that require such services to maintain their warranty. The Distributor will provide these services for the cost of parts, if applicable, plus a reasonable labor charge.



Global Adventures, LLC 5895 Shiloh Road, Suite 111 Alpharetta, GA 30005	Phone: 678-947-1262 Fax: 678-947-1263 E-mail: info@global-adventures.us
---	---

CONFIDENTIAL CREDIT APPLICATION

Terms requested

<input type="checkbox"/> DEALERSHIP Cash or Certified Check
<input type="checkbox"/> DEALERSHIP COD Company Check
<input type="checkbox"/> DEALERSHIP NET 30 Days
<input type="checkbox"/> OPEN ACCOUNT: <input type="checkbox"/> Ship Cash/Certified Check Until Credit Line Established <input type="checkbox"/> Hold Shipment For Credit Approval
<input type="checkbox"/> CREDIT CARD - Master Card, Visa, American Express

Estimated Monthly Credit Requirements:

Purchase Order Required: YES NO

Date:

Application must be filled out completely for consideration of any of the above.

Legal Name:

Trade Name (dba):

Address:

City:	State:	Zip Code:
Phone:	Fax:	E-Mail:

SHIP TO: (Please attach list of additional mailing locations)

Name:

Address:

City:	State:	ZIP Code:
Phone:	Fax:	E-Mail:

Date Business Established: Corporation Partnership Proprietorship

Number of Employees: Number of Locations:



Names of all Owners or Officers, Social Security Number, Home Address and Phone Number		
President:		
Vice President:		
Secretary:		
Treasurer:		
Building Information		
<input type="checkbox"/> Owned	<input type="checkbox"/> Leased	Lease Expiration Date:
Lessor Name:		Lessor's Phone:
Lessor's Address:		
Bank Information		
Bank # 1:		Phone Person to contact:
Checking Account #:		Loan #:
Savings account #:		<input type="checkbox"/> Secured <input type="checkbox"/> Unsecured
Bank # 2:		Phone Person to contact:
Checking Account #:		Loan #:
Savings account #:		<input type="checkbox"/> Secured <input type="checkbox"/> Unsecured
Insurance Information		
Insurance Coverage and Amount:		
Please check all those below covered		Name of Agent:
<input type="checkbox"/> Fire		Phone of Agent:
<input type="checkbox"/> Theft		
<input type="checkbox"/> Inventory		Address of Agent:
<input type="checkbox"/> Buildings		
<input type="checkbox"/> Business Interruption		
<input type="checkbox"/> Other		



Business References	
Name # 1:	
Phone:	Account #:
Address:	
Name # 2:	
Phone:	Account #:
Address:	
Name # 3:	
Phone:	Account #:
Address:	
TO SUPPORT THIS APPLICATION FOR CREDIT, ATTACH A CURRENT FINANCIAL STATEMENT	
THE UNDERSIGNED CERTIFIES THAT THE INFORMATION SUBMITTED TO GLOBAL ADVENTURES, LLC HEREIN HAS BEEN CAREFULLY READ AND IS TRUE, ACCURATE, AND COMPLETE IN CONSIDERATION FOR ANY EXTENSION OF CREDIT, PURCHASER AGREES TO THE TERMS HEREOF AND TO THE CONDITIONS OF SALE SET FORTH ON EACH INVOICE. PURCHASER ALSO AGREES TO PAY A LATE CHARGE OF ONE AND ONE-HALF (1-1/2%) PERCENT PER MONTH (OR THE MAXIMUM ALLOWABLE RATE UNDER STATE STATUTE) COMPUTED ON THE UNPAID DELINQUENT BALANCE UNTIL THE ACCOUNT IS PAID IN FULL AND TO PAY ALL REASONABLE ATTORNEY FEES AND OTHER COSTS INCURRED FOR COLLECTION. THE UNDERSIGNED HEREBY WAIVES ANY PRIVACY OF CREDIT INFORMATION RIGHTS OR REGULATIONS, INCLUDING THE CONSUMER PROTECTION ACT OF 1968 WITH ALL AMENDMENTS, AND AUTHORIZES HIS (THEIR) BANK TO RELEASE ANY CREDIT INFORMATION TO GLOBAL ADVENTURES, LLC.	
Date:	Title:
Print First and Last Name:	Signature:
NO ORDERS FOR PRODUCTS WILL BE ACCEPTED AND NO CREDIT EXTENDED UNLESS AND UNTIL THIS CREDIT APPLICATION IS APPROVED IN WRITING BY GLOBAL ADVENTURES, LLC. GLOBAL ADVENTURES, LLC RESERVES THE RIGHT TO REFUSE TO SELL, OR DISCONTINUE SELLING, ITS PRODUCTS IN ITS SOLE DISCRETION.	
Shop Type (Check One)	
<input type="checkbox"/> Large Sporting Goods Chain (6 or more outlets)	<input type="checkbox"/> Specialty Chain
<input type="checkbox"/> General Sporting Goods (5 or less outlets)	<input type="checkbox"/> Mass Merchandiser
<input type="checkbox"/> Specialty Shop	<input type="checkbox"/> Government



PERSONAL GUARANTY

As an inducement to Global Adventures, LLC to grant credit, or assume a credit risk, from time to time, in respect of sales, goods or services by Global Adventures, LLC, or in respect or any other type or transaction by which Global Adventures, LLC may become the creditor of Customer, the undersigned unconditionally guarantees to Global Adventures, LLC the prompt payment when due, with interest, and without deduction for any claim of setoff or counterclaim of Customer or loss of contribution from any co-guarantor, the full amount of all obligations or indebtedness due to Global Adventures, LLC from Customer, whether originating in transactions between Global Adventures, LLC and Customer, or assigned or transferred to Global Adventures, LLC, together with all the expenses of collection and attorneys' fees incurred by Global Adventures, LLC in collecting, or attempting to collect any indebtedness due from the undersigned pursuant to the terms hereof. This is a continuing guaranty; and shall be revocable only as to transactions entered into subsequent to the actual receipt by Global Adventures, LLC of written notice of termination.

The undersigned waives notice of acceptance hereof, and notice of orders, sales, and deliveries to the Customer, and of the amounts and the terms thereof, and of all defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting liability hereunder in any respect, consents to and waives notice of (i) of changes of terms, (ii) the withdrawal or extension of credit or time pay, (iii) the release of the whole or any part of the indebtedness, (iv) the settlement or compromise of any difference, (v) the acceptance or release of security, (vi) the acceptance of notes, trade acceptances, or any other form of obligation for customer's indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsement (vii) any arrangements or settlements made in or out of court in the event or receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of Customer, and (viii) anything whatsoever, whether or not herein specified, which may be done, or waived by or between Global Adventures, LLC and Customer, or Customer and any other person whose claim against the Customer have been or shall be assigned or transferred by Global Adventures, LLC.

The obligation of the undersigned is a primary and unconditional obligation, and cover all existing and future indebtedness of Customer to Global Adventures, LLC. This obligation shall be enforceable before or after proceeding against Customer or against any security held by Global Adventures, LLC and shall be effective regardless of the solvency or the insolvency of Customer at any time, the extension or modification of the indebtedness of Customer by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of Customer, or any other change in the composition, nature, personnel, or location of Customer.

Nothing herein contained shall be construed as an obligation on Global Adventures, LLC's part to sell goods or services or extend credit to Customer, or as an obligation to continue to sell goods or extend credit. Global Adventures, LLC's records showing the account between Global Adventures, LLC and Customer shall be admissible evidence in any action or proceeding involving this guaranty, and such records shall be prima facie proof of the items therein set forth. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of the State of Georgia.

The obligations of the undersigned, where more than one, shall be joint and several, and the discontinuance, discharge or release for any reason of at or part of the obligations of any one or more of the undersigned of the failure of any other person to sign the guaranty shall not release or affect the liability of any signer hereof.

Date Signed:

Witness:

Guarantor Signature AND Social Security #:

Print Name and Address:



Witness:	Guarantor Signature AND Social Security #:
	Print Name and Address:
Witness:	Guarantor Signature AND Social Security #:
	Print Name and Address:
Witness:	Guarantor Signature AND Social Security #:
	Print Name and Address:
<p>Since this is a Personal Guaranty, please complete full legal name of business. Execute with principals signature only and attach a copy of your latest PERSONAL financial statement. <u>Do Not show any titles or seals.</u></p>	



Global Adventures, LLC 5895 Shiloh Road, Suite 111 Alpharetta, GA 30005	Phone: 678-947-1262 Fax: 678-947-1263 E-mail: info@global-adventures.us
---	---

--

CERTIFICATE OF RESALE

--

To our customers:

We are required by State Law to have on file a Certificate Of Resale signed by each of our customers indicating that the merchandise being sold is not subject to the State Sales and Use Tax Laws.

Please complete in FULL the bottom portion of the form and return it to us with your credit application. This is a required part of your approval process and will enable both of us to comply with State Law.

Even if you previously completed a certificate for us, we ask that you also complete this certificate. Thank you in advance for your cooperation.

Customer Name:	Customer Number:
----------------	------------------

--

I HEREBY CERTIFY: That I hold Sales Tax Permit/GST Number issued pursuant to the Sales, Excise, and Use Tax Act, and that the tangible personal property described below, which I will purchase from Global Adventures, LLC (the "Distributor") will be resold, rented or leased by me in the form of tangible personal property or attached to the tangible personal property repaired and sold, and I will collect and remit to the State the appropriate Sales/Use Tax. However, should the purchased items be used by me for any appropriate purpose other than as above specified, it is understood that I am required to pay the appropriate Sales/Use Tax to the State. This Certificate shall be considered part of any order given to Distributor, and shall remain in force until revoked by notice in writing to you. Description of the property purchased: Sporting Equipment/Sporting Goods, Accessories, and related Services.

Sales Tax Permit Number:

Execution Date:

Purchaser's Signature:	Phone:
------------------------	--------

Address:

City:	State:	ZIP Code:
-------	--------	-----------

Year Incorporated:	Federal Tax ID/GST Number:	Sales Tax Exemption Number:
--------------------	----------------------------	-----------------------------



Global Adventures, LLC 5895 Shiloh Road, Suite 111 Alpharetta, GA 30005	Phone: 678-947-1262 Fax: 678-947-1263 E-mail: info@global-adventures.us
---	---

--

CREDIT CARD AUTHORIZATION FORM

--

Date:

Dealer Name:

Customer Number:

Card Holder Name:

Card Holder Phone Number:

Card Holder Address:

Credit Card Number:

Please check one: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express

Expiration Date:

I authorize the use of my Credit Card by Global Adventures, LLC. Please check one: <input type="checkbox"/> One time use only <input type="checkbox"/> Signature on file for future orders

Signature:	Please print Name:
------------	--------------------

GLOBAL ADVENTURES, LLC WILL USE ITS REASONABLE BEST EFFORTS TO KEEP ALL CREDIT CARD NUMBERS CONFIDENTIAL.

