

# Samson Motors Inc Deposit Agreement

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This Deposit agreement ( the “Agreement”) is entered into as of the date set forth on the signature page hereto by and between Samson Motors Inc. (the “Supplier”) and the individual or entity whose name appears on the signature page hereto (the “Consumer”).

Whereas, the Supplier is proposing to develop a flying motorcycle in kit aircraft form, (known below as the “Kit”) and

Whereas, the Consumer has expressed an interest in purchasing a Kit, subject to final acceptance of the Kit in Consumer’s sole discretion, and

Whereas, the Supplier requires a Deposit of \$2,000 (the “Deposit”), to be held in an escrow account in accordance with the terms of this Agreement to secure a delivery position of said Kit;

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and acceptance of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purpose of Deposit.** The purpose of the Deposit is to hold a delivery position for the Consumer. The Deposit shall not be used or accepted as income by the Supplier unless and until a written purchase contract is signed and executed by both Consumer and Supplier.
2. **Rights of Consumer.** The Consumer shall be entitled to a refund of the Deposit at any time prior to the execution of a contract for definitive purchase. The Deposit shall be fully refundable less any non-sufficient fund charges, wire transfer charges, credit card or other applicable bank charges.
3. **Prohibitions.** The Consumer may not sell, transfer, or trade their position once issued. If a Deposit has been refunded, a new Deposit shall be required to obtain a new position, which would be given as next available- the same as any new Deposit. When a Deposit is withdrawn, the position held is forfeit.
4. **Account.** The Deposit shall be placed into a dedicated savings account named Samson Motors Switchblade Escrow Account at Wells Fargo bank, San Diego branch. The interest from this Deposit shall be used to cover administrative costs concerning the escrow account and shall not be credited to the consumer in any fashion whether for refund or sales contract execution.

5. **Purchase Agreement.** This agreement does not constitute a purchase agreement with respect to a Vehicle and does not contain any obligation of either party with respect thereto. Any such purchase and sale obligations shall be created, if ever, only upon the execution of a purchase agreement between the parties.
6. **No Warranties.** The parties acknowledge that the Vehicle is in a development stage. The Supplier makes no representations or warranties, express or implied, with respect to the Vehicle or the Supplier's abilities to finalize the development and delivery of such Vehicle, or the Vehicle's ultimate performance specification.
7. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, investor or employee of the other party for any purpose.
8. **Severability.** If a court finds any provisions of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
9. **Integration.** This Agreement expresses the complete understanding of the parties with the respect to the subject matter and supersedes all prior proposals, agreements, representations and understanding. This Agreement may not be amended except in writing signed by both parties.
10. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
11. **Jurisdiction.** This agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, United States of America, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Washoe County, Nevada.

I am requesting a production number, and my signature below indicates understanding and agreement to the statements above:

Consumer: \_\_\_\_\_

(Signature)

Consumer: \_\_\_\_\_

(Print name)

Samson Motors Inc Deposit Agreement

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

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

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

<p>Samson Use ONLY</p> <p>Initials: _____ Date: _____</p> <p>Position # _____</p>
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Mail two (2) signed copies (one will be returned to you) to: Samson Motors Inc, 1820 Hillish Rock Road, Meadow Vista, CA, 95722 with check for \$2,000 payable to Samson Motors Switchblade Escrow Account. Wiring instructions are available upon request.