

**International Engineering  
&  
Manufacturing, Inc.**

We are pleased that you have chosen Woody's Traction and Control products for your racing needs. Woody's has brought more racers across the finish line for the checkered flag than any other traction manufacturer.

By submitting the racer application you have consented to abide by the terms of the Racer Support Program Agreement and the License Agreement. Please read it carefully.

If you are under 18 years old, the application must be filled out by your parent or legal guardian and include their contact phone number.

You must be aware the information you disclose may be used in our traditional and internet advertising. We will not give your email address or contact information to a third party.

Send your race results with your account number once a month. We have an interactive page on our website to submit your results. <http://www.woodystraction.com/snowmobile-racer-report> It is important that you send these results monthly because we use this information to determine whether or not you will be considered for the program the following year. When you send photographs please identify who your driver is.

We also ask that you place your Team Woody's Sled Decals where they will be visible for photographs. Please make sure that Woody's has the right to use these photographs in advertisements. High Resolution photos submitted through our website is always appreciated.

Please have your account number and part number(s) ready when placing an order. Please allow adequate time for shipments to be delivered. Requests for same day shipping on orders must be placed by 2:00 pm EST. If same day shipping is placed after 2:00 pm EST, a \$10.00 surcharge will be added to your invoice. **Please allow 1-2 weeks for delivery of a Special Order.** You are responsible for all shipping and handling costs.

Sincerely,  
Robert Musselman  
President  
Woody's  
International Engineering and Manufacturing, Inc.

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Traction and Control Products for Safer Snowmobiling and the Choice of Champions  
6054 N. Meridian Road • Hope, MI 48628 • Phone (989) 689-4911 • Fax (989) 689-4910 Email  
<mailto:customerservice@wiem.com>  
Website [www.woodystraction.com](http://www.woodystraction.com)

### **WOODY'S RACER SUPPORT PROGRAM AGREEMENT**

THIS AGREEMENT made this by and between International Engineering and Manufacturing, Inc., of 6054 North Meridian Road, Hope, Michigan 48628, USA, referred to as IEM and the racer named in the original email, hereinafter referred to as RACER.

WHEREAS, RACER desires to compete in any selected one of a plurality of different snowmobile races sponsored by various snowmobile race associations which are sanctioned by the International Snowmobile Racing Association (ISR); and

WHEREAS, RACER is desirous of having IEM sponsor RACER in the aforementioned snowmobile races; and

WHEREAS, IEM is desirous of sponsoring RACER to promote the goods and services and trademarks of IEM; and

WHEREAS, traction products will be understood to mean competition racing studs, support plates, nuts, runners, as well as decals and accessory products.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

IEM agrees to:

1. Sponsor RACER and grants to RACER membership in the Woody's Racer Program.
2. Provide RACER with (50/50) credit towards a purchase by RACER of Woody's traction products including studs and ski runners.
3. Sell Woody's traction products, i.e., stud support plates, nuts, runners, decals, accessory products to RACER, at fifty (50%) percent of the manufacturer's suggested retail price. IEM retains the right to change at any time upon written notice to RACER.
4. Distribute promotional material to RACER including decals for trailer and snowmobile. As requested by IEM any flags, banners or clothing bearing any selected one of a plurality of different trademarks and/or logos of IEM.
5. Designate, in writing, to RACER, the specific number and location of decals on each snow machine, trailer and/or clothing.
6. At IEM's option publish RACER's name and photographs as well as any team members designated by RACER in photographs as provided by IEM or obtained by IEM or other resources. IEM retains in perpetuity the ownership of these photographs and the right to publish the images and RACER's name or RACER's team members.

RACER agrees to:

1. Exclusively utilize traction products manufactured and distributed by IEM on any snowmobile which RACER races in any of the aforesaid snowmobile races.
2. Display IEM decals and/or logos as provided by IEM.
3. Fly flags and/or banners bearing IEM's trademarks, service marks and logos as designated by IEM.
4. Place IEM's logos and trademarks on clothing as designated by IEM.
5. Wear clothing provided to RACER by IEM bearing IEM's trademarks and logos.
6. Report to IEM the number and kind of racing snowmobiles and trailers.
7. Utilize product received under the terms of this Agreement solely for use of RACER and/or sleds.
8. Abide by all terms set forth in the License Agreement attached hereto.
9. Use its best efforts to protect the reputation of IEM and conduct himself, and anyone connected with RACER, so as to maintain consistently high moral standards.
10. Make available, without notice, all sleds, trailer and clothing for inspection by IEM without the requirement of notice.

11. Insure that all RACER's equipment, such as sleds, trailers, etc., will be kept, maintained and used in accordance with all applicable federal, state and local laws and regulations as well as the ISR rules.
12. RACER can designate a plurality of additional individual drivers who will be named on Exhibit A and for who RACER will be responsible for and will insure compliance by each of the designated driver with the terms of this Agreement including the consent to all terms and conditions of this Agreement including photographs and release of publication rights of such photographs by IEM.
13. Display the promotional material provided by IEM on the RACER's snowmobile and trailers for the entire term of this Agreement.
14. Not to use the traction products of, or promote in any form, any other company engaged in the manufacture, use or sale of snowmobile traction products and clothing.
15. Understands that any use and promotion of any snowmobile traction products of any other company is expressly forbidden during the term of this Agreement.
16. Provide IEM with results of any and all racing events using registered sleds following each racing event.
17. Give IEM the right to use RACER's name and photographs as well as any team members designated by RACER in photographs as provided by IEM or obtained by IEM or other resources. IEM retains in perpetuity the ownership of these photographs and the right to publish the images and RACER's name or RACER's team members.  
The parties agree that (1) this is not a joint venture nor an endorsement of RACER by IEM. Nothing in this Agreement is to be construed to place the parties in the relationship of partners, joint ventures or agents and RACER has no power to obligate or bind IEM in any manner whatsoever. IEM is in no way a guarantor of the quality of the racing performance produced by RACER. RACER will neither state nor imply that the RACER or its activities, other than under this contract, are supported, endorsed or sponsored by IEM.
18. Uphold and abide by the rules established by the race circuit you are participating in.

#### INDEMNIFICATION

EVENT(S) agrees to hold harmless IEM from any and all claims, demands, lawsuits, damages of whatsoever kind and nature and agrees to indemnify IEM from any and all liability loss or damage which IEM may suffer as a result of claims, demands or judgments against it arising from any race in which EVENT(S) may compete. EVENT(S) agrees to notify IEM, in writing, within 5 days, of any claim made against EVENT(S) on the obligations indemnified against.

#### TERMINATION

IEM has the right to terminate this Agreement at any time during the term for any reason. Upon termination of the Agreement for any reason, RACER must refrain from use of the marks, or any similar marks and will not continue to name IEM as sponsor and remove any reference of IEM sponsorship.

#### GOVERNING LAW

This Agreement is to be construed in accordance with the laws of the State of Michigan.

AGREED TO AND SIGNED:  
**INTERNATIONAL ENGINEERING &  
MANUFACTURING, INC.**

BY: Robert Musselman, President

## **LICENSE AGREEMENT**

THIS License Agreement (hereinafter the "Agreement") takes effect the date you receive notification of your acceptance in Woody's Racer Support Program, by and between International Engineering & Manufacturing, Inc., a Michigan corporation (hereinafter "IEM") and RACER (hereinafter "Licensee").

### RECITALS

IEM owns the trademarks included on Exhibit 1 attached hereto and made a part hereof (hereinafter the "Marks") and the associated goodwill thereto; and

Licensee is desirous of licensing the limited right to use the Marks on its race clothing, snowmobiles and snowmobile trailers, hereinafter collectively referred to as "goods"; and IEM is desirous of licensing such right to Licensee.

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

#### 1. Grant of License

IEM grants a royalty free, non-exclusive, limited license to use the Marks on or in connection with not more than 10 individual units of said goods. Such grant expressly includes the right to use the Marks in advertisement and promotional materials where pictures or images of the goods necessarily show the Marks. Licensee may not use the Marks in any manner other than as expressly contemplated by this Agreement, including licensing the right to use the Marks to any third party without authorization from IEM.

#### 2. Term of Agreement

This Agreement is effective on the date of last signature below and remains in effect thereafter for a period of one year unless terminated sooner in the manner provided in this Agreement.

#### 3. Ownership of Marks

(a) Licensee acknowledges that IEM is the owner of all right, title and interest in and to the Marks throughout the world and is also the owner of all goodwill attached to the Marks. Licensee must not, at any time, do or suffer to be done any act or thing which will in any way impair the rights of IEM in and to the Marks or any registration thereof or which will depreciate the value or reputation of the Marks. Licensee must not, directly or indirectly, challenge IEM's ownership of or the validity of the Marks or any registration or application for registration thereof in any country. Licensee agrees to do whatever acts reasonably deemed necessary by IEM, including executing any instruments, to confirm and maintain ownership by IEM of the Marks.

(b) Licensee acknowledges that any use of the Marks does not create in Licensee's favor any right, title or interest in or to the Marks, except as granted in this Agreement. Licensee agrees and understands that all uses of the Marks by Licensee, and any goodwill created thereby, inures to the benefit of IEM.

(c) Licensee must not use the Marks or any part or simulation thereof in its corporate name.

#### 4. Quality Control

(a) Licensee agrees and understands that it is an essential condition to this Agreement to protect the high reputation of IEM and that the goods upon which the Marks will be used will be of high and consistent quality.

(b) IEM has the right, without the requirement of notice to Licensee, to inspect Licensee's goods and/or its manufacturing facility to ensure that the goods are of high and consistent quality.

(c) Licensee agrees that the goods will be manufactured, distributed and sold in accordance with all applicable federal, state and local laws and regulations.

(d) Licensee agrees that it will use the Marks only in the manner prescribed by IEM. Licensee will not make any modifications or alterations to the Marks without the express written consent of IEM.

(e) Licensee agrees to provide samples of the goods to IEM for approval of both the quality of the clothing as well as the use of the marks thereon.

#### 5. No Joint Venture or Endorsement of Licensee

Nothing in this Agreement is to be construed to place the parties in the relationship of partners, joint ventures or agents and Licensee has no power to obligate or bind IEM in any manner whatsoever. IEM is in no way a guarantor of the quality of the goods

produced by Licensee. Licensee will neither state nor imply that the Licensee or its activities, other than under this license, are supported, endorsed or sponsored by IEM.

6. Warranty, Infringement, Indemnification

(a) IEM warrants ownership of all right and title to the Marks that it is the entity authorized to enter into agreements regarding licensing of the Marks, and that, to the best of its knowledge, none of the Marks infringe upon or dilute the marks of others.

(b) Licensee will notify IEM of any infringement or imitations of the Marks of which Licensee becomes aware. IEM has the sole right to determine whether or not to take any action on account of any infringements or imitations.

(c) Licensee is solely responsible for and will indemnify IEM for any claims, demands, causes of action or damages, including personal injury and property damage, arising from or in connection with the use of the goods.

7. Termination by IEM

IEM has the right to terminate this Agreement at any time during the Term for any reason. Upon termination of the Agreement for any reason, Licensee must refrain from use of the Marks, or any similar marks.

8. Assignment

This Agreement is binding upon any assignee or successor of the parties.

9. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof.

10. Governing Law

This Agreement is to be construed in accordance with the laws of the State of Michigan.

Agreed to and signed:

INTERNATIONAL ENGINEERING & MANUFACTURING, INC.

By: Robert Musselman, President

**EXHIBIT 1**  
WOODY'S  
TEAM WOODY'S  
SNOWMOBILER