

ELITE CORE AUDIO DEALER AGREEMENT AND MAP POLICY

This agreement is entered into this _____ day of _____ ,
between ELITE CORE AUDIO at 920 South D, Ft. Smith, AR, 72901 and

Company Name (Dealer)
with offices at

(Hereinafter called "Dealer").

WHEREAS, ELITE CORE AUDIO is a manufacturer, importer and supplier of Music and sound products and related electronics, and Dealer is a re-seller of music and sound and related products and/or systems, and that only approved dealers are authorized to re-sell ELITE CORE AUDIO products under strict licensing specifications, terms and conditions, ELITE CORE AUDIO does agree to sell to Dealer and Dealer does agree to buy from ELITE CORE AUDIO, and that both parties agree such a relationship would be mutually beneficial,

THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. APPOINTMENT

- 1.1 ELITE CORE AUDIO hereby appoints Dealer of the ELITE CORE AUDIO product line, subject to the terms and conditions set forth in this agreement.
- 1.2 Dealer does hereby agree to abide by all terms and conditions of this agreement.
- 1.3 Elite Core Audio may terminate this agreement at will, upon written notification, with or without cause.

2. MAP

- 2.1 To assure integrity of its product line, fair pricing and a competitive and orderly marketplace, Dealer agrees not to advertise any ELITE CORE AUDIO products at a price lower than ELITE CORE AUDIO's minimum advertised price, hereinafter called MAP. MAP refers to and is applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, radio or television, billboard, magazine, trade journal, online banner ads, social network posts, newspaper insert, webpage, automated fax, mailings, pre-recorded telemarketing messages, or any other form of advertising. MAP does not apply to non-advertised prices. Dealer is free to set its own prices and may sell products at any price in its sole discretion.
- 2.2 ELITE CORE AUDIO shall determine MAP for all ELITE CORE AUDIO products, in its sole and absolute discretion.
- 2.3 ELITE CORE AUDIO reserves the right to set, change, modify or discontinue any product, or MAP at any time, without notice and without liability.
- 2.4 All automatic e-mail responses to price inquiries must comply with MAP policy.

3. OBLIGATIONS AND RESPONSIBILITIES OF DEALER

- 3.1 Dealer shall only advertise ELITE CORE AUDIO products at prices greater than or equal to MAP.
- 3.2 All pictures, images and descriptions of ELITE CORE AUDIO products must be used as they appear and may not be altered in any way without prior written authorization from ELITE CORE AUDIO. All ELITE CORE AUDIO products advertised for resale must adhere to established logo, trademark or descriptive design.
- 3.3 Only approved dealers are authorized to advertise ELITE CORE AUDIO products.

4. OBLIGATIONS AND RESPONSIBILITIES OF ELITE CORE AUDIO

- 4.1 ELITE CORE AUDIO will actively establish, maintain and support an ongoing MAP program for its product line. MAP levels will be set and monitored.

4.2 ELITE CORE AUDIO will make available marketing and promotional tools such as web site links, digital files containing artwork and photographs, new product information or other material as applicable. All pictures, images and descriptions remain the exclusive, proprietary property of ELITE CORE AUDIO and may not be altered, modified or manipulated in any way without written permission from ELITE CORE AUDIO.

5. FAILURE TO COMPLY

5.1 First Violation. Should Dealer fail to comply with the terms of this agreement a warning will be issued stating that product(s) are being advertised below MAP. Dealer shall then comply within twenty-four (24) hours (not including weekends or holidays). Should Dealer fail to comply within twenty-four hours (not including weekends or holidays) Dealer shall immediately have its dealership suspended for thirty (30) days.

5.2 Second Violation. Should Dealer fail to comply following the suspension period after a first violation, or should Dealer receive a notice of a second violation of any kind, Dealer shall immediately have its dealership suspended for sixty (60) days.

5.3 Third Violation. Should Dealer commit a third violation or fail to cure prior violations Dealer shall be terminated.

5.4 ELITE CORE AUDIO reserves the right, in its sole discretion, to determine all violations of its MAP policy and, in the sole discretion of ELITE CORE AUDIO, Dealer's status as an approved dealer may be revoked at any time resulting in the permanent loss of dealership.

6. INTERNET SALES

6.1 All products advertised on a web site or via e-mail must be advertised with a price greater than or equal to MAP.

6.2 When advertising "email for best price," any published response to inquiries must contain MAP. MAP does not apply to "one-on-one" email or other communications between dealers and their customers as long as the price information is not advertised to other customers.

6.3 EBAY/AMAZON SALES OF PM-16 CORE PRODUCTS

(a) The Personal Mixing System primary components MAY NOT be advertised or sold on eBay, Amazon, or any other auction or aggregate selling site such as BUY.com, etc. The primary components include the PM-16, IM-16, DM-8, DM-8PRO, and DM-12PRO. Personal mixing system accessory products may be sold through any channel provided that the MAP policy is followed.

6.4 EBAY SPECIFIC POLICIES FOR PRODUCTS OTHER THAN PM-16 CORE PRODUCTS

(a) BUY IT NOW options must be listed at a price equal to MAP or greater.

(b) BEST OFFER buttons are expressly not allowed.

(c) DUPLICATE LISTINGS of the same item are not allowed.

(d) OPENING BIDS ON AUCTIONS must start at MAP.

(e) All sellers on eBay must have a feedback score greater than 50 and excellent DSR's.

(f) All sellers on eBay must publish a contact phone number and be available to respond to customer questions over the phone as well as through eBay messages in a timely fashion.

7. BUNDLED PRODUCTS

7.1 The total price of an advertised "bundle" of products must be the equal to or greater than the sum total of the established MAP of all ELITE CORE AUDIO products included.

8. MISCELLANEOUS

8.1 Attorneys' Fees. If any party to this Agreement seeks to enforce the terms and provisions of this Agreement, then the prevailing party in such action shall be entitled to recover from the losing party all costs in connection with such action, including without limitation reasonable attorneys' fees, expenses and costs incurred at the trial court and all appellate levels.

8.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, upon delivery to Federal Express or another

reputable overnight courier, or upon their deposit in the United States mail, by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses set forth above or at such other addresses as either party may from time to time give written notice to the other.

8.3 Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

8.4 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas. To the fullest extent permitted by law, Dealer and ELITE CORE AUDIO hereby (a) submit to the jurisdiction of the Arkansas and United States courts for the Arkansas judicial circuit and the federal district, respectively, wherein lies Sebastian County, Arkansas for purposes of any legal action or proceeding brought under this Agreement and (b) agree that exclusive venue of any such action or proceeding may be laid in Sebastian County, Arkansas and waive any claim that the same is an inconvenient forum.

8.5 Agreement To Take Actions. It is the intent of the parties hereto that this Agreement be valid and enforceable in accordance with the laws of the State of Arkansas. Each party hereto shall execute, and/or prepare and deliver such other records, resolutions, consents, documents, certificates, agreements, notes, guarantees and other writings and take such further and other actions as may be necessary or appropriate in order to ensure the proper effectiveness and enforceability of this Agreement.

Further, each party hereto shall perform its covenants and agreements expeditiously and diligently, and in good faith, and shall not take any action or omit to take any action which might adversely affect its ability to perform the obligations or consummate the transactions contemplated by this Agreement and shall execute and/or prepare and deliver such records, resolutions, consents, documents, certificates, agreements, notes, guarantees and other writings and take such other actions as may be necessary or appropriate in order expeditiously to perform any such obligations and/or consummate any such transactions.

8.6 Benefits; Binding Effect. This Agreement and all of the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns and are not intended to confer upon any other person any rights or remedies hereunder. Dealer cannot assign its rights, duties or obligations under this Agreement without the express written consent of ELITE CORE AUDIO.

8.7 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

8.8 Severability. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

8.9 Injunctive Relief. Because Dealer has access to proprietary information and intellectual property of ELITE CORE AUDIO, the parties hereto agree that money damages would not be an adequate remedy for any breach of the provisions hereof. Therefore, in the event of a breach or threatened breach of the MAP policy or this Agreement, ELITE CORE AUDIO or its successors or assigns may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

8.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

9. DECLARATION OF IDENTITY

9.1 ELITE CORE AUDIO will use all reasonable methods to verify the compliance of online dealers to the MAP policy. It is necessary that ELITE CORE AUDIO have on file all online identities that are used by the dealer for the purpose of selling ELITE CORE AUDIO products.

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Please list all eBay user names under which you plan to sell ELITE CORE AUDIO products (NOTE: PM-16, IM-16, DM-8, DM-8PRO, and DM-12PRO may not be sold on eBay or Amazon):

Please list all Amazon user names under which you plan to sell ELITE CORE AUDIO products (NOTE: PM-16, IM-16, DM-8, DM-8PRO, and DM-12PRO may not be sold on eBay or Amazon):

Please list the URL to all websites where you plan to sell ELITE CORE AUDIO products:

Please list any other online location where you plan to sell ELITE CORE AUDIO products (craigslist, Buy.com, or any other third party sales or networking site):

ELITE CORE AUDIO 2011 Dealer Agreement

ELITE CORE AUDIO
920 South D
Fort Smith, AR 72901
Attention: Compliance Officer

I, _____, on behalf of myself and the undersigned dealer, distributor or reseller of ELITE CORE AUDIO products hereby certify to ELITE CORE AUDIO that I have reviewed the terms and conditions of the Dealer Agreement and Minimum Advertised Price Policy of ELITE CORE AUDIO as set forth in these documents. I understand that this policy may be amended from time to time by ELITE CORE AUDIO. I further certify that I and the undersigned shall comply with the MAP Policy and shall be responsible for periodically checking the website www.elitecoreaudio.com for amendments, modifications or revisions to the MAP Policy or pricing. I understand and acknowledge that (a) ELITE CORE AUDIO is relying on the certifications made hereby in order to permit access to the ELITE CORE AUDIO products, pictures, descriptions and other intellectual property of ELITE CORE AUDIO on ELITE CORE AUDIO's website and (b) without this certificate and without full and complete compliance with the MAP Policy ELITE CORE AUDIO shall not permit the undersigned to purchase for resale any ELITE CORE AUDIO products.

I, _____, understand that new stock of Elite Core PM-16, IM-16, DM-8, DM-8PRO, and DM-12PRO may not be listed on eBay, Amazon, or other aggregate or third party sales sites under any conditions.

Certified this ____ day of _____

Name of company

Signature

Title

First Name (please print)

Last Name (please print)

Email address - this will be your login on the dealer site

TIN / SSN