

DOW Product Line Authorization Form

This Authorization, made by: _____, an authorized representative of
Company Name: _____
Principal Place of Business*: _____
Phone: _____ Fax: _____
Email: _____

is given to and for the benefit of the Vendor(s) of the applicable Products listed in Exhibit A and to DEDC, Inc., d/b/a DOW Technologies, ("DOW"), who is the authorized distributor of the Vendors' Products. The individual / Company listed above will be referred to in this Authorization as the "Dealer". This Authorization is effective as of the date signed below (the "Effective Date").
*[Additional Dealer places of business where the Dealer has a registered business license can be listed in Exhibit B].

BACKGROUND

A. The Vendors listed in Exhibit A have developed a premier line of products which the Vendors have carefully marketed under the Vendor's respective Trademarks (the "Products"). The Vendors require that DOW sell the Products only to approved dealers having an image consistent with the Vendor's quality image and having the ability to promote and sell the Products successfully.

B. DOW is a wholesale distributor of electronic products and is authorized to stock and distribute the Products to certain qualifying dealers.

C. Dealer, acting as an independent contractor, desires to become authorized, on a non-exclusive basis, subject to the terms of this Authorization and any other policies, procedures, and restrictions that may be placed from time to time by DOW and / or the Vendors of the Products to purchase the Products from DOW and to market, sell, install, and support the Products in compliance with this Authorization.

D. DOW desires to sell the Products to Dealer but only if Dealer makes this Authorization and only for as long as Dealer remains in compliance with the terms and conditions of this Authorization.

NOW, THEREFORE, Dealer, in consideration of and as a condition to being an authorized Dealer of the Products, declares and agrees to the following:

1. **Products Eligibility – Exhibit A.** Dealer acknowledges that the Products can only be sold to dealers in certain territories as defined in Exhibit A. Accordingly, Dealer shall only be eligible to be an authorized Dealer for the Products listed in Exhibit A for the territory in which the Dealer has a confirmed Place of Business. If Dealer does not have a Place of Business in the designated territory for a Product, then Dealer is not authorized to purchase the Product from DOW. The Authorization only applies to certain Products of a Vendor listed in Exhibit A and does not authorize the purchase of every product of a Vendor from DOW.

2. **Additional Places of Business – Exhibit B.** The Dealer's Principal Place of Business listed above shall be the principal business address associated with Dealer's DOW Account. If the Dealer has other places of businesses in a state different than the Principal Place of Business and where the Dealer as a current registered business license or tax exemption certificate, Dealer may list any such additional place of business in Exhibit B. The Principal Place of Business and any qualifying additional places of business listed in Exhibit B shall be considered a Place of Business for purposes of determining Product purchase eligibility set forth in Section I and Exhibit A.

3. **Dealer responsibilities.** During the Term of this Authorization:

- A. Dealer shall provide and maintain in good working order all facilities required to: (1) adequately demonstrate the Products; and (2) if applicable, install the Products for the end user customer.
- B. Dealer shall sell the Products only to the end user customers (1) who come in to Dealer's Place of Business, or (2) for whom Dealer installs the Products.

- C. Dealer shall not under any circumstances resell or distribute the Products to other dealers, retailers, wholesalers, e-tailers, or resellers of any kind.
- D. Dealer shall not under any circumstances sell any Products on the internet, whether through a dealer maintained on-line shopping cart or website, a third-party website, or an auction website of any kind. Dealer understands and acknowledges that the Vendors and DOW shall internet shop all Products. All internet purchased Products' shall be traced.
- E. Dealer shall not sell any Products or use the Trademarks in any catalogue or in any connection with any telemarketing campaign or offering (any 800, 888, 877, or other toll-free numbers).
- F. With respect to the Vendors' brand, logos, trademarks, tradenames, domain names, and other intellectual property (collectively "Trademarks"), including any Product specific Trademarks:
- Dealer shall only use the Trademarks in advertising, marketing, and other sales promotion of the Products, as authorized by Vendor and strictly in accordance with this Authorization.
 - Dealer is strictly prohibited from modifying, in any way, any Trademarks.
 - Dealer shall not market the Products or otherwise solicit business for the Products using the Trademarks on any commercial on-line services.
 - Dealer shall not advertise or otherwise market the Products under any name or trademark other than the Trademarks.
 - Dealer shall not use the Trademarks, or any derivative thereof, on stationery, or in Dealer's corporate or trading name, or in a domain name registered by or on behalf of Dealer.
 - Dealer shall not commit any acts that disparage the Vendor or diminish the value of the Trademarks or the business reputation of the Vendor.
 - Dealer's right to use the Trademarks is expressly conditioned upon Dealer's full and complete compliance with this Authorization and the trademark laws of the United States.
- G. Dealer shall warranty all Products installation work performed or otherwise provided to a customer.
- H. Dealer shall abide by all rules and regulations issued by the Vendor and/or DOW regarding any sales or marketing promotion, contest or campaign related to the Products, including without limitation any Vendor Unilateral Pricing Policy (UPP) and Minimum Advertised Price (MAP) policies, where applicable;
- I. If provided by the Vendor or DOW, Dealer shall prominently display the provided Authorized Product Dealer signage and Product point of purchase materials.
- J. Dealer shall not under any circumstance allow anyone in or affiliated with Dealer's business to sell the Products in violation of this Authorization.
- K. ANY DEALER BREACH OF ANY OF THE RESPONSIBILITIES CONTAINED IN THIS SECTION 3 SHALL RESULT IN THE IMMEDIATE TERMINATION OF THIS DECLARATION AND DEALER'S AUTHORIZATION TO PURCHASE PRODUCTS FROM DOW.

4. **Vendor Approval of Dealer.** Dealer must be approved as an authorized Dealer of the Product by the Vendor (or Vendor Representative) prior to being authorized to purchase Products from DOW. Dealer accepts that even if approved, a Vendor shall thereafter have the right, at any time and for any reason to require DOW terminate the Authorization and Dealer's authorization to purchase the Vendor's Products.

5. **Modification of the Authorization & Exhibits.**

- A. Modification by Dealer. No provision of this Authorization may be modified, amended, waived, or terminated by Dealer except as approved in writing and signed by the Vendor and DOW.

B. Modification by DOW. Dealer acknowledges that the consumer electronics business, including providing home / mobile audio, video and custom integration products and services to end-user customers, is highly competitive, fluid and volatile and that the Vendors and DOW must make changes to their respective marketing, promotion and sales of the Products from time to time to stay competitive. Therefore, Dealer agrees that DOW may, at any time in its sole discretion for any reason, or as requested by any Vendor, change or modify this Authorization and the Exhibits to this Authorization, upon notice to Dealer, without the need for any further consent, written or otherwise, from Dealer. IF ANY SUCH MODIFICATION OR CHANGE MADE IN ACCORDANCE WITH THIS SECTION 5.B. OR OTHERWISE PROVIDED IN THIS DECLARATION IS MATERIAL AND UNACCEPTABLE TO DEALER, DEALER'S ONLY RECOURSE IS TO TERMINATE THIS DECLARATION PURSUANT TO SECTION 6.B. DEALER'S CONTINUED PERFORMANCE UNDER THIS DECLARATION FOLLOWING RECEIPT OF NOTICE OF A CHANGE OR MODIFICATION WILL CONSTITUTE DEALER'S BINDING ACCEPTANCE OF THE CHANGE OR MODIFICATION.

C. Course of Dealing. No course of dealing between Dealer, Vendor, and / or DOW will modify, amend, waive, or terminate any provision of this Authorization.

6. **Term of Authorization.** The initial term of this Authorization shall be one (1) year from the Effective Date, subject to earlier termination pursuant to the provisions of this Authorization. This Authorization shall be renewed automatically for successive terms of twelve months each unless:

- A. Either party delivers notice to the other at least thirty (30) days before the termination of the then current term.
- B. Either party terminates this Authorization at any time for convenience, with no cause, reason, or justification, upon at least thirty (30) days' prior written notice to the other party stating its intention to terminate. THE PARTIES ACKNOWLEDGE AND EACH HEREBY ASSUMES ANY RISK INHERENT IN THIS PROVISION.
- C. The Vendor demands that Dealer's Authorization be terminated as set forth in Section 4.
- D. DOW terminates the Authorization for cause due to Dealer's breach of any of the responsibilities of "Section 3. Dealer Responsibilities".

By signing below, Dealer understands this Authorization and agrees to be bound by the terms of the Authorization listed above:

Dealer Legal Name: _____

Dbas: _____

Dealer Signature*: _____

Date: _____

Distributor Name: DEDC, Inc. d/b/a DOW Technologies

Email Completed Authorization to: retailservices@dowtechnologies.com

(*) Signature must be of company owner / officer. Unfamiliarity with the Authorization will not excuse the loss of Dealer's authorization to purchase the Products from DOW.

Exhibit A — Products Territory Eligibility

The listed Vendors' Products can only be sold to dealers having a Place of Business in the territories as defined below. If Dealer does not have a Place of Business in the designated territory for a Product, then Dealer is not authorized to purchase the Product from DOW.

Alabama	Arizona	Arkansas	California	Florida	Georgia	Kansas	Louisiana	Maryland	Mississippi	Missouri
CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH EERO Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE Audio Control AVProEdge * Definitive Technology * Denon Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	12V ADS (Maestro) * ALPINE Alliance Audio Cobra Crux Escort *Gladen Audio Lucas Lighting Mid-City Engineering NU Film Planet Audio SPL Boxes * TRITON Turbo Kits - Metra WavTech Broadband RevGen Wing-Tel	CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE AVProEdge EERO Google / Nest IC Realtime iPort / Launchport LG Luxul Red Atom Roku Russound Wilson - WeBoost 12V Alliance Audio Cobra Crux Escort *Gladen Audio Mid-City Engineering NU Film Rastra Rydeen SONY Turbo Kits - Metra Broadband RevGen Wing-Tel	CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE * AirTV Audio Control AVProEdge * Definitive Technology * Denon * DISH Google / Nest * Heos IC Realtime iPort / Launchport LG Lutron Luxul Red Atom Ring Roku RTI / Pro Control Russound Samsung SONOS * SONY Techlogix Tru-Audio URC Wilson - WeBoost	CI-CE AVProEdge EERO Google / Nest IC Realtime iPort / Launchport LG Luxul Red Atom Roku Russound Wilson - WeBoost 12V Alliance Audio Cobra Crux Escort *Gladen Audio Mid-City Engineering NU Film Rastra Rydeen SONY Turbo Kits - Metra Broadband Hughes RevGen Wing-Tel	
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* Denotes Vendors that have an additional Paperwork or Approval Process for Access - Please call your sales representative if you have any questions 1-800-627-2900

† Alpine Requires all Sales Locations to be Pre-Approved. Please call your sales representative if you have any questions 1-800-627-2900

Nevada	New Jersey	New Mexico	New York	North Carolina	Oklahoma	Pennsylvania	South Carolina	Tennessee	Texas	Virginia
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Exhibit B
Additional Places of Business

Dealer's other places of businesses located in a state different than the Principal Place of Business where the Dealer as a current registered business license or tax exemption certificate may be listed below:

1. Additional Place of Business Information Required Information:

Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Business License / Tax Certificate Number: _____

2. Additional Place of Business Information Required Information:

Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Business License / Tax Certificate Number: _____

3. Additional Place of Business Information Required Information:

Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Business License / Tax Certificate Number: _____

4. Additional Place of Business Information Required Information:

Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Business License / Tax Certificate Number: _____

5. Additional Place of Business Information Required Information:

Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Business License / Tax Certificate Number: _____