

**Milestone AV Technologies**  
**Agreement with Consumer Retailer of HD Pro Products**

**Retailer Name and Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This Agreement between Milestone AV Technologies (“Milestone”), a corporation, and the retailer named above (the “Retailer”), is effective on the date written above (the “Effective Date”).

The parties hereto (the “Parties”) have entered into an agreement (the “Contract”) pursuant to which Retailer purchases certain products from Milestone for resale to consumers and possibly to institutional purchasers. Milestone has now developed a new, premium series of products that bear Milestone’s “HD Pro” logo and are generally more sophisticated than other products of Milestone and of the industry (the “HD Pro Products”). For the greatest satisfaction of customers and greatest safety of use, the HD Pro Products must be accurately matched with the respective devices for which they were designed, and they must be properly installed, often by a trained technician.

The Parties recognize a mutual interest in establishing and maintaining a positive image for the HD Pro Products, as well as both energetic and accurate representation of the HD Pro Products to the market. The Parties recognize the need for HD Pro Products to be sold to end users only by dealers with a capability of and dedication to (a) matching the HD Pro Products carefully to the appropriate customer devices, (b) careful installation assistance for the HD Pro Products, and (c) other practices that enhance the HD Pro brand image. For these reasons, and intending to be legally bound, Milestone and Retailer agree as follows.

1. Subject to the provisions below, this Agreement adds the HD Pro Products to the products covered by the Contract. Where this Agreement conflicts with provisions of the Contract, this Agreement shall prevail.
2. Any brand image or advertised pricing agreements that are in effect between Retailer and Milestone with respect to other products shall apply also to the HD Pro Products.
3. For reasons of safety and brand image enhancement as recited above, Milestone has chosen to sell its HD Pro Products only through distributors and resellers bearing certain essential qualifying characteristics (the “Characteristics”) consistent with such safety and brand image enhancement and having written internal policies and procedures that (a) are followed and (b) implement contractual requirements and approved procedures of Milestone with respect to the HD Pro Products. Milestone’s list of the Characteristics at the time of execution of this Agreement is presented below. The list may be revised by Milestone at any time upon written notice to Retailer. Listing of an “ability” or “capability” includes high-quality and active practice of that ability or capability.
  - a. Customer acceptance and customer service capability.
  - b. Ability to advise customers and potential customers and ensure that the customers choose the proper HD Pro Products to hold and display those customers’ devices.
  - c. Ability to supply trained installers and effective installation services for the HD Pro Products, according to procedures made known to Retailer by Milestone from time to time.

- d. Ability to stock or otherwise support the HD Pro Products through prompt delivery.
  - e. Reliable warranty service capability as provided in the Contract.
  - f. Refraining from selling the HD Pro Products via the World Wide Web, except with the strictest adherence to the other Characteristics herein, including but not limited to items b and c above.
  - g. Adherence to Milestone's Brand Image Agreement.
4. With respect to Retailer's presentation and sale of HD Pro Products, Retailer agrees to practice and maintain the Characteristics.
5. If Milestone notifies Retailer of the addition of any Characteristic to the list above, and Retailer considers the addition unreasonable, Retailer may register an objection with Milestone through the contacts used in connection with the Contract, and if the Parties do not reach agreement on the addition, Retailer or Milestone may terminate this Agreement upon **thirty (30)** days' written notice to the other.
6. Milestone may monitor and evaluate Retailer from time to time with respect to Retailer's capability of and dedication to selling HD Pro Products and observance of the Characteristics in connection with such sales. If Milestone in its sole discretion determines that Retailer is not sufficiently adhering to the Characteristics, Milestone may give Retailer written notice of any deficiency perceived by Milestone. At any time more than **thirty (30)** days after giving such notice, if Milestone in its sole discretion determines that Retailer has not corrected the deficiency, Milestone may terminate this Agreement without liability, effective **ten (10)** days after written notice thereof to Retailer.
7. Either party may at any time terminate this Agreement, effective **sixty (60)** days after written notice thereof to the other.
8. The effect of termination of this Agreement shall be that the HD Pro Products shall be deemed removed from the list of products covered by the Contract, and Milestone will cease selling HD Pro Products to Retailer and shall be permitted, without liability, to cancel any outstanding purchase orders for HD Pro Products. Retailer shall remain responsible for the practice and maintenance of the Characteristics with respect to HD Pro Products already in stock or ordered.
9. This Agreement, including the brand image and advertised pricing agreements as provided above, represents the entire agreement between Milestone and Retailer on the subject of the purchase of HD Pro Products by Retailer, superseding and replacing all other negotiations, offers, and agreements between the Parties. To be effective, any amendment hereto must be in writing and signed by the Parties. No waiver or purported waiver of rights hereunder by a party hereto shall be effective unless in writing, stating specifically the rights to be waived and the extent to which such waiver shall apply, and signed by such party.

Accepted and agreed, as of the Effective Date:

Retailer: \_\_\_\_\_

Milestone

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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