



AUTHORIZED NON-EXCLUSIVE DEALERSHIP AGREEMENT

This agreement is made and entered into as of **(INSERT DATE HERE: _____)** by and between MULTIVOICE, LLC (505 East 1860 South, Provo, Utah 84606), hereinafter referred to as MULTIVOICE, and **(INSERT DEALERSHIP NAME and ADDRESS HERE: _____)**

_____), hereinafter referred to as "Dealership" or "Dealer."

In the mutual best interest, and in consideration of the mutual covenants hereinafter set forth, MULTIVOICE and the Dealer agree as follows:

1. **Appointment and Acceptance:** MULTIVOICE hereby appoints and designates Dealer as an Authorized Non-Exclusive Dealership for the solicitation of sales of the MULTIVOICE's Products (defined in Provision 3) in the territory as defined in Provision 2 below. Dealership further accepts the appointment and agrees to sell and promote sales of the MULTIVOICE's products.

Additionally, to help it develop, manage and administer its sales and marketing efforts through a network of independent Dealerships, MULTIVOICE has entered into contractual agreements with selected Manufacturer Representative firms, hereinafter referred to as "Rep Firms" to assist it in such efforts. As such, acceptance of any Dealer as an Authorized Non-Exclusive MULTIVOICE Dealership is conditioned on the review and approval of the Dealer by both MULTIVOICE and the Rep Firm responsible for Dealerships within its specific geographic territory and/or vertical market focus. The review of Dealer applications to become an Authorized Non-Exclusive MULTIVOICE Dealerships shall proceed in a timely manner, and acceptance and approval of said applications shall not be reasonably withheld. Nevertheless, acceptance/approval of applications to become an Authorized Non-Exclusive MULTIVOICE Dealership is not guaranteed.

2. **Territory:** Dealership's Territory shall consist of the following areas as defined below:
(INSERT DEFINED TERRITORY LISTING SPECIFIC COUNTRY(IES), STATES/PROVINCES AND/OR ZIP/POSTAL CODES HERE: _____)

_____.

3. **Products:** The Dealer agrees to use its best efforts, including the employment of sufficient salespeople (internal and external) to cover the territory, to solicit sales for the MULTIVOICE on the products it presently manufactures, and those future products which are generally similar to the present products and which the MULTIVOICE advises Dealer are available for sale subject to this agreement. These products will cover wireless intercom devices, headsets and accessories manufactured by MULTIVOICE only. MULTIVOICE agrees to furnish complete and up-to-date information on the product line to its Dealers but retains the exclusive right to define such products.
4. **New Business Development:** The primary focus of the Dealership is to develop relationships with Public Safety Agencies, Governments and Professional End-Users in Targeted Vertical Markets who are active users within the communications market, as well as evaluate and make recommendations for enhancing MULTIVOICE sales throughout the assigned territory. The annual targeted territory growth rate will be agreed upon at the start of each calendar year. Both MULTIVOICE and Dealership will mutually agree upon the specifics of the targeted professional end-users and buying agencies within sixty (60) days of this execution of this agreement. Performance to this goal will be reviewed quarterly, with adjustments made if necessary.



5. Competitive Product: The Dealership agrees that, until the termination of this Agreement, it will not represent any person, firm, corporation or entity manufacturing or selling items which are deemed by MULTIVOICE to be competitive with the products manufactured and sold by MULTIVOICE, unless authorized in writing by MULTIVOICE subsequent to this agreement.
6. Duration of this Agreement: This Agreement shall become effective on as of the earliest date entered/noted on this Agreement, and it is anticipated that this Agreement shall remain in effect for a fixed term of one (1) year. At the end of the fixed term and at the end of each year thereafter, this Agreement shall be deemed automatically renewed for an additional term of one (1) year, unless terminated by 30-day written notice for dissolution of either party. Notwithstanding the terms noted within this paragraph, MULTIVOICE retains the right to terminate this Agreement immediately, without cause, should it choose to do so.

Should MULTIVOICE terminate the agreement, all orders on the books at the time of termination shall receive discounts provided the shipment will be made within sixty (60) days of the date of termination. Should Dealer terminate this agreement, all orders on the books at the time of termination shall receive no discounts beyond the 30-day notice.

7. Independent Entity: The Dealership agrees to conduct all of its business in its own name as an independent contractor, to maintain at least one active sales office in the assigned territory and to provide competent sales engineers who will apply their best efforts to provide sales coverage to MULTIVOICE. In conjunction with the performance of this Agreement, the entire management and direction of the Dealership's operations, including the sales organization, shall at all times be under the exclusive control and management of the Dealer.
8. Operating Procedure and Communications: The Dealership agrees that it will, at all times, use its best efforts to promote the business and welfare of MULTIVOICE.

The Dealership's duties in connection with the sales, marketing and promotion of business for MULTIVOICE shall include but are not restricted to: Active solicitation of orders, application engineering, assistance on proposal preparation, field service, liaison engineering, assistance with contract negotiations, contract administration, prompt reporting and follow up on sales leads, and complete disclosure of information vital to the MULTIVOICE within the territory.

MULTIVOICE agrees to furnish the Dealership with copies of correspondence, invoices, sales documents, sales leads, and other information pertaining to sales and prospective sales within the Dealership's territory promptly upon their origination. The Dealership agrees to furnish MULTIVOICE with copies of all correspondence, call reports or other documents it originates pertinent to its work on MULTIVOICE's behalf in a timely manner. The Dealership also agrees to cooperate with MULTIVOICE in furnishing Active Prospect Inventories and such periodic and special sales and operating reports as may be requested from time to time by MULTIVOICE.

9. Confidentiality: The Dealership acknowledges that it is in a confidential relationship with MULTIVOICE in respect to proprietary items, trade secrets, processes, inventions, operational procedures or any and all other information obtained by the Dealership through its relationship with MULTIVOICE. The Dealership, its employees, owners and/or associates, shall not disclose during the term of this Agreement, nor at any time thereafter any prices, trade secrets, processes, inventions, proprietary information, operational procedures, or other information which MULTIVOICE may have revealed to the Representative, employees, owners and/or associates, during the terms of this agreement.
10. Sales Promotion: It is contemplated that MULTIVOICE may from time-to-time engage in sales promotions and advertising on behalf of its product line in conjunction with sales activities of the Dealership. In connection with such efforts, MULTIVOICE will supply reasonable quantities of mutually agreed upon promotional, advertising and pricing material without cost to the Dealership.



11. Marketing: The Dealership will be required to help with the marketing efforts put forth by MULTIVOICE. These efforts may include furnishing current contact information of prospective professional end-users to MULTIVOICE and forwarding current product promotions and sales bulletins from MULTIVOICE by fax, email, or direct mail to such prospects.
12. Prices: MULTIVOICE reserves the exclusive right to establish all prices, discount specifications, terms and conditions governing the sale of its products and services. MULTIVOICE further reserves the right to change any and all of such prices and other terms of sale at any time without prior notice, but agrees to furnish the Dealership with full current information on them to the best of its ability.

Effective November 1, 2015, MULTIVOICE has implemented a Minimum Advertised Pricing (MAP) Policy. MULTIVOICE's MAP Policy is designed to create a level playing field among MULTIVOICE channel partners, especially when tied to mass market sales efforts, including online sales programs. Hence, a condition of becoming and/or maintaining its status as an Authorized Non-Exclusive Dealership is acceptance of MULTIVOICE's MAP Policy (a copy of which is attached hereto as Addendum A).

Additionally, existing MULTIVOICE Dealerships shall have up to ten (10) business days to review, accept and return to MULTIVOICE an executed copy of the MULTIVOICE Minimum Advertised Pricing (MAP) Policy Agreement. Failure to do so will result in the termination of this Authorized Non-Exclusive Dealership Agreement with said Dealership.

13. Acceptance of Orders: All orders solicited or obtained by the Dealership shall be subject to acceptance or rejection by MULTIVOICE in its uncontrolled discretion. It is understood that the Dealership is an independent contractor and hereby is granted only the authority to solicit and obtain orders for transmittal to MULTIVOICE. The Dealership has neither express nor implied authorization to accept orders on behalf of MULTIVOICE or to enter into written or oral contracts or agreements of any nature on behalf of MULTIVOICE. All orders shall be made out to the MULTIVOICE. Terms are Net 30 Days, F.O.B. Provo, Utah.
14. Demo Kit Purchase: Due to the breakthrough innovations of MULTIVOICE products and technologies in what is traditionally known as the two-way radio market, Dealership recognizes the critical need to demonstrate MULTIVOICE products to prospective end-user clients. Hence, Dealer agrees that it must purchase at least one (1) MULTIVOICE Demo Kit prior to becoming an Authorized Non-Exclusive MULTIVOICE Dealership; said kits are Dealer-priced at \$2,500.00 as of Nov. 1, 2015.
15. Dealership Compensation: Based upon its status with MULTIVOICE at the time Dealership places Sales Order(s) of MULTIVOICE products, Dealership shall be compensated entirely on a discount basis of twenty-two percent (22%), twenty-six percent (26%) or thirty percent (30%) of net sales price(s) for any MULTIVOICE products (as defined as "Discount-Eligible Products" within the then current MULTIVOICE Product Price List). This is subject to the following provisions:

MULTIVOICE shall issue invoices to Dealership as products are shipped to A) End-User and/or B) Dealer, and Dealership agrees to pay MULTIVOICE within thirty (30) days of the invoice date(s).

Dealership discounts are based upon Dealership meeting or exceeding certain criterion as pre-defined by MULTIVOICE, which criteria shall be established and shared with Dealership in advance. MULTIVOICE retains the right to modify its Discount Schedule as it deems fit, provided such modifications take effect no sooner than sixty (60) days after notice of modification is given.

Discounts on returns, if any, which result in a credit to customers will be deducted from future discounts or refunded by MULTIVOICE to the Dealership if no further discounts are to become due. No discounts will be paid on sales taxes, use taxes, freight, or other delivery charges,



special packaging, samples or engineering, tooling, testing or special fixture charges, training and the like paid for by the customer.

At times it may become necessary for the MULTIVOICE to act in the matter of split discounts. For instance, if an order was influenced and sent from one sales territory and shipment made to another sales territory, possibly both Dealerships would receive half the discount, or one Dealership may receive a disproportionate amount or perhaps all of the discount. MULTIVOICE (in concert with its Rep Firms) will determine the matter of split discount; split discount decisions are final.

MULTIVOICE shall not be obligated hereunder to offer discounts to the Dealership for any order received or accepted prior to the effective date of this Agreement.

Discounts on all orders from direct U.S. Governmental facilities will be determined at the time of acceptance of the contract by the MULTIVOICE.

16. Effective Date: This Agreement shall become effective when executed by the Dealership and a duly authorized officer of MULTIVOICE as of the earliest date entered/noted on this Agreement.
17. Training: MULTIVOICE recognizes the importance of adequate training on its products, their applications and how they are sold. Accordingly, from time-to-time, MULTIVOICE will provide factory-, field- and Internet-based training programs for its authorized Dealers. The Dealership also agrees to make every reasonable effort to assure active participation of all appropriate personnel in its organization in the use of such materials and attendance at said training events produced and/or conducted by MULTIVOICE.
18. Disparagement: Both MULTIVOICE and Dealership mutually agree that they shall refrain from making any defamatory or disparaging comments about the other, or any person associated with or representing the other. For purposes of this Agreement, "disparage" shall mean any negative, derogatory, or deprecating statements, declarations, or communications, whether written or oral, directly or indirectly, about MULTIVOICE or the Dealership. MULTIVOICE and the Dealership further agree that they will not make or repeat any allegation of illegal, immoral, unethical, or improper conduct about the other unless ordered to do so by a court of competent jurisdiction or otherwise required by law.
19. Applicable Law: This Agreement shall terminate automatically upon insolvency, bankruptcy, assignment for the benefit of creditors, or breach of this agreement by either party, but such termination shall not affect the right of the injured party to compensation from the other for damages occasioned by any such breach. This Agreement may be terminated without cause by either party hereto by giving written notice 30 days in advance. Such notice of termination must be sent by certified or registered United States mail directed to the MULTIVOICE place of business of the other party as written first above in this Agreement.
20. Termination: This Agreement shall terminate automatically upon insolvency, bankruptcy, assignment for the benefit of creditors, or breach of this agreement by either party, but such termination shall not affect the right of the injured party to compensation from the other for damages occasioned by any such breach.

This Agreement may be terminated without cause by either party hereto by giving written notice 30 days in advance. Such notice of termination must be sent via certified or registered United States mail by terminating party to the other party at its place of business as written within this Agreement.
21. Export Business: MULTIVOICE reserves the right to act in the matter of discounts for exported products. For instance, if an order was shipped to a specific territory itemized in Provision 2 but later exported out of the country, possibly both Dealerships (domestic and international) would receive half



the discount, or one Dealership may receive all of the discount. This matter of discount allocation will be determined by the MULTIVOICE based on the preponderance of design and support activity.

- 22. **Assignability:** Dealership acknowledges that the consideration for entering into this Agreement is the personal reputation, qualifications and abilities of the present owner or owners of Dealership's business and operations and accordingly the obligation of the Dealership hereunder is not subjected to assignment or delegation, either voluntarily or by operation of law, except with the prior written consent and agreement of MULTIVOICE.
- 23. **Disputes and Arbitration:** MULTIVOICE and the Dealership agree that any dispute or questions arising hereunder including the construction or application of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in force and that the arbitration hearings shall be held in the city, county and/or state/province of MULTIVOICE's choosing. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, either or both parties may request the American Arbitration Association to name a panel of five (5) arbitrators. MULTIVOICE shall strike the names of two (2) on the list, the Dealership shall then strike two (2) names, and the remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The expense of the arbitrator shall be shared equally by the parties unless the arbitrator determines that the expenses shall be otherwise assessed.
- 24. **Indemnification:** Dealership agrees to indemnify, defend and hold the MULTIVOICE, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorney's fees, costs and expenses, incidentals thereto, which may be suffered by, accrued against, charges to or recoverable from any MULTIVOICE indemnitee, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of Representative, its officers, directors, agents, employees or subcontractors.
- 25. **Entire Agreement:** This instrument contains the entire agreement between the parties hereto in connection with the appointment of the Dealership as non-exclusive Dealer and sales agent of MULTIVOICE in the assigned territory (see Provision 2 above). The Agreement cancels and supersedes any and all other previous agreement between the Dealership and MULTIVOICE. It is understood by both parties hereto that this agreement constitutes a contract between the Dealership and MULTIVOICE, and shall not be transferable by the Dealership to any other person firm or corporation.

IN WITNESS WHEREOF, the parties hereto enter into this agreement as of the earliest date noted herein.

MULTIVOICE

DEALERSHIP

Print Name

Print Name

Title

Title

Signature

Signature

Date

Date

ADDENDUM “A”

Minimum Advertised Pricing (MAP) Policy/Agreement

Effective November 1, 2015, a Minimum Advertised Price (MAP) on all MULTIVOICE products is in effect. *{NOTE: International accounts must reflect pricing as translated into their local currency.}*

Since its earliest beginnings, MULTIVOICE has been building a strong brand tied to technological excellence and market leadership. By not adhering to the established Minimum Advertised Price (MAP), a MULTIVOICE Dealer and/or channel partner can have a dramatic effect of diminishing and/or detracting from the perceived value of MULTIVOICE, the MULTIVOICE brand and its products/technologies. Although the growth of the Internet has created massive opportunities for companies around the globe, the worldwide reach of the 'Net also presents possibilities to cause great harm to any company and its partners — especially if products are advertised at prices that eliminate legitimate competition.

Hence, this Minimum Advertised Pricing Policy is intended to encourage end-users to purchase from Authorized MULTIVOICE Dealerships and other MULTIVOICE channel partners based upon technological expertise, strategic excellence, and/or end-user loyalty based upon customer care expectations. Therefore, a condition of becoming an Authorized Non-Exclusive MULTIVOICE Dealership or Channel Partner is agreeing to abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

1. The Minimum Advertised Price for any MULTIVOICE product shall not be less than 10% below the current Manufacturer's Suggested Retail Price (MSRP) as published on the MV price sheet. MAP pricing is established by MULTIVOICE and may be adjusted by MULTIVOICE at its sole discretion.
2. The Minimum Advertised Price for all MULTIVOICE products shall be no more than the MSRP available to all Dealerships and channel partners in the then current MULTIVOICE Price Sheet.
3. The MAP Policy applies to all advertisements of MULTIVOICE products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
4. The MAP Policy is not applicable to any in-store or on-premise advertising that is displayed only in said store(s) or at an official Dealership location and not distributed to any customer(s) outside of said store(s) or official Dealership location(s).
5. The inclusion in advertising of free or discounted products (whether made by MULTIVOICE or another manufacturer) combined with a MULTIVOICE product covered by the MAP Policy would be contrary to the Policy *if* it has the effect of discounting the advertised price of the covered MULTIVOICE product below the Minimum Advertised Price.
6. If pricing of any MULTIVOICE product is displayed in any location other than a “brick and mortar” retail store or at an official Dealership location, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
7. This MAP Policy applies only to advertised prices and does not apply to the price at which MULTIVOICE products are actually sold or offered for sale to an end-user, whether at a Dealership's retail store(s) or at an official Dealership location or via a phone call. MULTIVOICE Dealers and other channel partners remain free to sell MULTIVOICE products at any price they choose in these locations or via a phone call.



8. This MAP Policy does not establish maximum advertised prices. All Dealers and other channel partners may offer MULTIVOICE products at any price in excess of the MAP.
9. The MULTIVOICE MAP Policy does not in any way limit the ability of any Dealer to advertise that "they have the lowest prices" or they "will meet or beat any competitors price" or that that consumers should "call for a price" or phrases of similar import ***as long as*** the price advertised or listed for the products is not less than the Minimal Advertised Price.
10. Dealer agrees to hold all trademarks and copyrights of MULTIVOICE as the property of MULTIVOICE and to only use advertising materials provided by MULTIVOICE in an authorized manner.
11. Intentional or repeated failure to abide by the MULTIVOICE MAP Policy will result in termination of the Dealership or channel partner relationship with MULTIVOICE. MULTIVOICE will not conduct business with Dealers or channel partners who degrade the image of MULTIVOICE, the MULTIVOICE brand and/or its products/technologies. Please note that it is MULTIVOICE's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this MAP Policy.
12. E-Bay and Other Auction Web Sites Policy:
 - a. "Buy it Now" options must be listed at a price equal to or greater than MULTIVOICE's Minimum Advertised Price.
 - b. For auctions, the reserve and/or opening bids must start at the Minimum Advertised Price without a "Buy it Now" option.
 - c. So-called "Best Offer Auctions" of MULTIVOICE products are ***NOT*** allowed.
13. Negotiated Discounts: From time to time MULTIVOICE may choose to explicitly allow Dealers and channel partners to sell certain MULTIVOICE products at a set discount below the Minimum Advertised Price. The discounted amount and length of time said discount will be available will be predetermined at the time by MULTIVOICE and shall be communicated to Dealers and channel partners in writing.
14. MULTIVOICE may run sales from time to time and for select periods of time. In such cases, the temporary MAP will be the same as the sale price on those particular items and for those particular periods of time. Dealers and channel partners shall receive information from MULTIVOICE about any such sales out a notice in advance with details about such sales.
15. Manufacturers Representatives of MULTIVOICE products will supply a copy of the MULTIVOICE MAP Policy to any new or existing Dealer or channel partner to be completed, acknowledged and returned to MULTIVOICE. This form shall be signed and returned to MULTIVOICE; doing so binds the Dealer or channel partner to abide by the MULTIVOICE MAP Policy requirements spelled out in this Addendum.



MULTIVOICE MAP Policy Agreement Confirmation

This MULTIVOICE MAP Policy has been established by MULTIVOICE to help ensure the legacy of MULTIVOICE as a top producer of audio products, technologies and accessories and to protect the reputation of MULTIVOICE, the MULTIVOICE brand, and products/technologies. The MULTIVOICE MAP Policy is also designed to ensure Dealers and channel partners have the incentive to invest resources into services for MULTIVOICE customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by completing and signing the form below.

Legal Name of Dealership or Channel Partner

List above any/all other names for this company (including names used on eBay, Amazon, etc.)

Printed Name of Authorized Party

Signature of Authorized Party

Date

Street Address

City

State/Province

Zip/Postal Code

Country (if outside U.S.)

Work Phone

Cell Phone

Email Address

Website URL

{IMPORTANT: As of November 1, 2015, no shipments will be made to any Dealer or channel partner or their customers unless a completed copy of MULTIVOICE Minimum Advertised Pricing Policy Agreement has been received by MULTIVOICE.}