

TEAC AMERICA, INC.

Attachment to TASCAM Reseller Agreement

Minimum Advertised Price (MAP) Policy: Revised Effective April 1, 2017

For over 57 years TASCAM has earned a worldwide reputation as a leading designer & manufacturer of high quality audio video equipment. TASCAM is committed to building a solid business that will allow our end users and our business partners to enjoy the benefits of our innovative products, leading edge technology and globally recognized brand. The TASCAM Minimum Advertised Price Policy (MAP Policy), is designed to help preserve TASCAM's high-quality image among its core end-users and to guarantee our customers receive the service and support they need while continuing to encourage authorized TASCAM resellers (Resellers) to advertise and promote TASCAM products.

TASCAM recognizes that Resellers have the right to advertise and sell any TASCAM product at any price they choose, without consulting or advising TASCAM. However, TASCAM, at its sole discretion, reserves the right to discontinue doing business (including restricting future orders or suspending an account) with any reseller that advertises any product(s) having a "MAP" (as indicated on TASCAM Reseller price sheets) (MAP Product(s)) at a price lower than the stated MAP. TASCAM products that do not have a MAP may be advertised at a price to be determined solely by the Reseller. This MAP Policy will be enforced by TASCAM in its sole and unilateral discretion, and without notice. No agreement to any term of this MAP Policy is being sought, and TASCAM will not provide prior notice or issue warnings before taking any action under this MAP Policy. No complaint or other communications from any Reseller with respect to advertising or other matters concerning any other Reseller is sought or will be considered.

Details:

Definition of Advertising. "Advertising" as used in this MAP Policy, includes all *outbound* Reseller marketing communications on new TASCAM products sold with new product warranties. Examples include, but are not limited to: display & classified print media ads, direct mail, catalogs/flyers/cards, coupons, inserts, radio & TV ads; web site ads or web site listings, CD-ROMs; broadcast faxes, outdoor signage, social media sites, applications, or any other electronic media, etc.

Activities and materials *not* considered "advertising" include: telephone calls and written responses (by letter, fax or by non-public electronic mail), requests-for-proposal and/or requests for quotation, on premises or in-store advertising.

Product Classes. For purposes of this MAP Policy, TASCAM products are divided into two classes: products with MAP and products without MAP. Please refer to the most recent price list . TASCAM reserves the right to reclassify its products from time to time upon notice to all Resellers.

Websites. This heading covers Resellers who have been authorized to sell on the internet. Any automated price quote transmission feature which does not include personal contact between the customer and a sales/service professional, is NOT ALLOWED for MAP products. Note however, that in all cases, a "Call for more information" statement alongside a MAP is permissible.

Bundling. For purposes of this MAP Policy, third party products advertised as bundled with TASCAM products must be synergistic with the TASCAM products. Examples would be cases, accessories, microphones or products that TASCAM does not make but increase the value of, and work together in a creative or productive manner with, the TASCAM product. TEAC reserves the right to determine if Bundles meet the foregoing requirements for purposes of this MAP Policy.

Changes. TASCAM reserves the right to modify or suspend this MAP Policy, or adjust MAP Pricing, with respect to some or all TASCAM products, including in connection with one-off promotions or rebates, at any time by notifying all Resellers of such change. However, no TASCAM employee or representative has any authority to vary the terms of this MAP Policy or to discuss or negotiate the terms hereof or any pricing or advertising issues.

Acknowledged as Received this _____ day of _____, 201____:

(Name of Reseller)

(Please sign)

(Print name and title)