

Addendum to TEAC/TASCAM Reseller Agreement Section 3.3 Authorized Indirect Reseller Agreement Distributors April 2017

Thank you for supporting TEAC/TASCAM products (hereafter referred to as "TEAC"). Please read the information below and if you agree, complete the required information, sign and date at the bottom and send the completed form to your Distributor.

Authorized Indirect Reseller

This agreement allows the recipient to purchase TEAC branded products from an Authorized TEAC Distributor. Sales are authorized only to end users. TEAC products may be promoted and advertised by the recipient, including through their website. TEAC products are not permitted to be advertised or sold on third party websites, on-line marketplaces, auction sites, or otherwise on the internet.

Company Name: _____

Owner or Officer Name(s): _____

D.B.A.'s: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Web site(s): _____

Business Type: (circle all that apply): Retailer | Custom Installer | Service Provider | Other: _____

I want to buy TEAC products from _____ (enter Distributor name).

In order to do so, I agree to the following:

1. I can use the name TEAC and any related product names, to show that I have TEAC products for sale. I may use TEAC trademarks (including word marks, designs and/or logos), copyrighted material (including catalog or other copy or text, images, and/or designs), or other intellectual property belonging to TEAC.
2. I may purchase TEAC products only for resale directly to an end user, but not for sale to any other Distributor, Dealer, Wholesaler, or third party.
3. TEAC reserves the right to terminate its relationship with any Reseller for no reason or for any reason, including (without limitation): for violating any of the policies set forth in this agreement; for failing to pay any indebtedness to the Distributor when due; or for acting or failing to act in a way that, in TEAC's sole determination, adversely affects the interests, products, or image of TEAC. In the event of any Reseller termination by TEAC, the Distributor reserves the right to repurchase any or all products which may be held in stock by Reseller at the same price paid by Reseller.
4. If I do not comply with this agreement, I understand that I may not only be prohibited from buying TEAC products from the Distributor, but TEAC will have legal and equitable claims against me. The parties agree that any dispute arising out of, relating to, or concerning the nature, scope, interpretation or enforcement of this agreement shall be construed in accordance with, and governed by, the laws of the State of California without regard to its conflict of law provisions. The parties agree further to consent to personal jurisdiction regarding any such disputes, and agree to bring all such disputes exclusively in a state or federal court located in Los Angeles County, California. Further, should any such dispute arise, the prevailing party in any action or proceeding shall be entitled to his/ its attorneys' fees and costs for pursuing or defending such action or proceeding.
5. **I understand that I may ship within the 50 states comprising the United States. International orders and shipments are not allowed without prior written consent from TEAC.**
6. **I understand this agreement is integrated with the TEAC Minimum Advertised Price (MAP) Policy that accompanies this agreement. I have read and agree to follow the MAP policy.**
7. **I agree that I will not post or sell any TEAC/TASCAM products on or through the internet.**
8. I understand that I may not use third party fulfillment services, such as, "Fulfillment by Amazon" unless agreed in writing by TEAC.
9. I understand that I am not authorized to sell TEAC products unless this agreement is fully executed by all parties.

Indirect Reseller: _____

Date: _____

Distributor: _____

Date: _____

TEAC: _____

Date: _____

Please submit this completed form to your Distributor.