

Reseller Authorization Request

			Date:	
Reseller Name (a	nd dba if different):			
Contact Name/ Ti	tle:			
hip to Address:				
ill to Address:				
hone & Fax #		Web Site Address:		
mail Address				
Type of Business: Retail Cust Internet (Y/N)Other		stomSecurity	ySatellite _	
ears in Business	s: # of Employees:			
	Categories	Requested Authorization (Y/N)	Approved Authorization (Y/N)	
_	General Sony Line			
	K TV's			
	S Audio			
E	S 4K Projectors			
EP FIRM APPROV	<u>AL:</u>			
AME OF FIRM:				
EP FIRM APPROV	AL:		Date:	

AGREEMENT FOR SONY PRODUCTS

This Agreement ("Agreement") by and between (Name of Reseller) with a principal place of business at (Address) ("Reseller") and Mountain West Distributors, having a principal place of business at 3757 E Broadway Rd, Phoenix AZ 85040 ("Distributor") applies to the purchase of and sale of Sony Products by Reseller. This Agreement is effective as of the date last signed by Reseller or Distributor, as the case may be (the "Effective Date").

Reseller Responsibilities

- A. Distributor has been authorized to sell certain Sony Products to Reseller and Reseller agrees to purchase and sell these Sony Products in accordance with the terms and conditions set forth herein and any other policies, procedures and restrictions that may be communicated from time to time by Distributor.
- B. Reseller may represent itself as an authorized reseller of Sony Products only via sales from its location at the place of business set forth above. At no time is Reseller authorized at any time to advertise or sell products from its or any third party websites.
- C. Reseller shall sell SONY products only to bona fide end-user customers. Under no circumstances shall Reseller resell or distribute SONY products to any entities who will resell Sony Products. Reseller understands and acknowledges that SONY and Distributor may purchase products from other Resellers with the intent to track their serial numbers to determine the entity that Distributor originally sold them. In the event that any of these purchased Products are determined to have been initially sold to Reseller may result in punitive action including immediate cessation of any further sales of Sony Products to Reseller. Reseller shall warrant all product installation, programming and configuration work performed or otherwise provided to end-user customers.
- D. Reseller will only purchase SONY Products from Distributor and will not purchase them from any other entity.
- E. Reseller understands and acknowledges that SONY has developed a premier product line of home audio and home theater electronic products, marketed under various trade and service marks including but not limited to the SONY ES and SONY XBR Products and will take the necessary steps to ensure that its marketing and sale of these Sony Products will be consistent with Sony's premier brand.
- F. A copy of the following Sony pricing policies are attached hereto to this Agreement and any updates will be provided from time to time. Reseller understands that it can independently determine whether it wishes to participate in these policies.
 - i. SONY Unified Retail Execution (SURE) program
 - ii. SONY Minimum Advertised Program (MAP) program

TERM

This Agreement shall have an initial term through March 31, 2015. This Agreement shall be renewed automatically for successive terms of twelve (12) 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 Agreement 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;
- c. Distributor terminates the Agreement for cause due to Reseller's breach of any of the responsibilities set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below:

(Distributor)	(Reseller)
Ву	Ву
Name	Name
Title	Title
Date:	Date: