

## AUTHORIZED DISTRIBUTOR-DEALER AGREEMENT

This Authorized Distributor-Dealer Agreement (this “**Agreement**”), dated as of the Effective Date set forth below, is by and between the **UBIQUITOUS PLATFORM SYSTEMS DIVISION** of **HITACHI AMERICA, LTD.**, a New York corporation, with a place of business at 900 Hitachi Way, Chula Vista, California 91914 (hereinafter “**Hitachi**”), **and**:

<b>Distributor-Dealer’s Legal Name:</b> _____ (hereinafter “ <b>Dealer</b> ”), a _____ <small>(state of formation; e.g., California)</small>	
<input type="checkbox"/> corporation <input type="checkbox"/> limited liability company <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> other: _____	} Please check one.
Doing business as: _____ <small>(d/b/a or fictitious business name, if applicable)</small>	
<b>Main Address:</b> _____ _____ _____ Tel: _____	City: _____ State: _____ Zip: _____ Fax: _____
<b>Federal Tax ID#:</b> _____	
<b>Today’s Date:</b> _____, 200__ (hereinafter, the “ <b>Effective Date</b> ”)	
<b>Authorized Dealer Location(s):</b> <input type="checkbox"/> <i>Check this Box if Dealer has more than one Authorized Dealer Location and attach a full list of such Authorized Dealer Locations (with below info).</i>	
Address: _____ <small>(Do not use P.O. Box)</small>	City: _____ State: _____ Zip: _____ Fax: _____
Tel: _____	
<b>Dealer’s Web Site Address:</b> _____ (e.g., ABChometheater.com)	
<b>HITACHI AUTHORIZED DISTRIBUTOR (OR BUYING GROUP) OF RECORD ON THIS ACCOUNT</b>	
<b>Distributor’s Name:</b> _____ (hereinafter “ <b>Distributor</b> ”)	
<b>Main Contact:</b> _____ <small>(contact person’s name)</small>	
<b>Main Address:</b> _____ _____ _____ Tel: _____	City: _____ State: _____ Zip: _____ Fax: _____

**RECITALS**

Hitachi sells in the United States, among other things, Hitachi brand consumer electronics products and accessories in those product categories designated on the signature page of this Agreement (the “**Products**”). Subject to the terms and conditions of that certain Authorized Distributor Agreement, by and between Hitachi and Distributor (the “**Distributor Agreement**”), Hitachi has appointed Distributor to sell the Products to retail dealers, such as Dealer, provided that such retail dealers are pre-approved by Hitachi, in Hitachi’s sole discretion. Moreover, under the Distributor Agreement, Hitachi provides Distributor with certain advertising-related support funds and/or other incentives that Distributor has agreed to pay to Dealer in connection with this Agreement. In consideration of the mutual promises and covenants set forth herein, Hitachi and Dealer agree as follows:

**AGREEMENT**

**1. Dealer’s Agreement with Distributor.**

- A. Terms and Conditions of Sale.** Dealer acknowledges and agrees that, other than as set forth in, or modified by, this Agreement, all terms and conditions of sale, service, shipping, returns and any other commercial provisions related to the sale of Products by the Distributor to Dealer will be governed exclusively by the sales agreement(s) in existence between Dealer and the Distributor and that Dealer will deal exclusively with the Distributor for purposes of handling and addressing any such commercial issues. The parties hereto agree Hitachi has no direct sales, service or other obligations to Dealer under this Agreement or otherwise.
- B. Appointment of Dealer.** Notwithstanding the provisions of Section 1A hereof and the terms of the Distributor Agreement, the parties hereto agree that Dealer’s relationship as a retail dealer of Products is at all times subject to Hitachi’s right under the Distributor Agreement to approve, reject and/or revoke approval of any of the Distributor’s dealers, including, Dealer.
- C. Non-Exclusivity.** Dealer acknowledges that its right to resell the Products is *non-exclusive*, which means, without limitation, Hitachi has the right to appoint or approve any number of other dealers (through the Distributor or otherwise), sell the Products or any other products directly or through any third party distributors, dealers or resellers, or otherwise market and sell the Products as Hitachi deems fit, for any reason, inside or outside the areas in which Dealer sells the Products, and with or without notice to Dealer.

**2. Dealer’s Representations and Warranties.** Dealer represents and warrants to Hitachi as follows: (i) Dealer has full organizational power and authority to enter into this Agreement and perform its obligations hereunder, and its execution and delivery of this Agreement creates valid and binding obligations of Dealer that will not violate any law, statute, rule, regulation, order or other legal obligation binding on Dealer; (ii) every statement Dealer makes hereunder is and will be truthful, accurate and complete as of the date thereof; and (iii) there are no pending litigation, governmental or administrative proceedings or investigations against Dealer and no other event has occurred, and no claims or disputes exist, that could have a material adverse effect on Dealer’s ability to adhere to the terms and conditions of this Agreement.

**3. Resale Restrictions, Limitations and Policies.**

- A. End-User Consumers; No Transshipping.** Dealer has the right to sell the Products only to end-user consumers at Dealer’s non-Internet-based retail store location(s)(unless Hitachi authorizes the types of sales described under Section 3C hereof), and (ii) Dealer does not have the right to assign, transship or otherwise transfer any Product to any person or entity for the purpose of facilitating, or subject to any agreement or understanding that would facilitate, the resale of such Product by or through such person or entity or any other third party.
- B. Advertising-Related Support Funds; Minimum Advertised Price.** Dealer agrees that in consideration for its acceptance of Advertising-related support funds from Hitachi through Distributor, Dealers will adhere to the terms and conditions of Hitachi’s Minimum Advertised Price (“**MAP**”) Policy, the current version of which is attached as Exhibit B hereto.
- C. Internet Advertising and Sales.**
  - 1. Internet Advertising.** Subject to the applicable requirements of Hitachi’s MAP Policy, Dealer may engage in Internet-based advertising of the Products from the Web Site Address identified by Dealer on the signature page of this Agreement and/or such other web site address(es) which Dealer identifies by giving prior written notice to Hitachi (each, an “**Approved Web Site**”).
  - 2. Internet Sales Restrictions and Requirements.** Unless Dealer obtains Hitachi’s prior written authorization after submitting the request form located at the following Internet address: <http://dealers.hhea-halhed.com/internetsales.pdf> Dealer will not have the right to sell, or receive or fulfill orders for, the Products via the Internet. Dealer agrees to conduct any Hitachi-authorized Internet activities only from the Approved Web Site specified on such request form. Dealer agrees that such Internet sales will be governed by the “Hitachi Terms and Conditions of Internet Sales” attached as Exhibit A hereto (the “**Hitachi Internet Sales Terms**”). Dealer agrees to conduct all its Hitachi-authorized Internet sales activities in accordance with Hitachi’s MAP Policy, a copy of which is attached as Exhibit B hereto.
  - 3. Online Use of Hitachi Materials.** Hitachi grants to Dealer the right to advertise the Products on the Approved Web Sites pursuant to the restrictions and limitations set forth in Section 5 hereof using the Hitachi Materials (as defined below).

- 4. PROHIBITION AGAINST USE OF AUCTION WEB SITES AND OTHER THIRD PARTY SITES.** DEALER AGREES NOT TO ADVERTISE OR SELL THE PRODUCTS OR ANY OTHER HITACHI BRAND PRODUCTS ON OR THROUGH ANY AUCTIONWEB SITE (e.g., eBay.com), LIQUIDATION WEB SITE OR CLOSE-OUT WEB SITE. DEALER UNDERSTANDS AND AGREES THAT HITACHI WILL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS AGREEMENT UPON THE DISCOVERY OF DEALER'S CONDUCT OF SUCH ADVERTISING OR SALES.
- 5. Non-Compliance.** The parties agree that Hitachi's determination that Dealer has failed to comply with any provision of Section 3C will be sufficient basis for Hitachi to terminate this Agreement for cause in accordance with this Agreement.
- D. Dealer's Resale Prices.** IN ACCORDANCE WITH APPLICABLE ANTITRUST LAWS, DEALER SHALL RESELL THE PRODUCTS AT PRICES DETERMINED BY DEALER, AT DEALER'S SOLE DISCRETION.
- E. Mail Order, Telephone Order and In-Home Sales.** Unless Dealer obtains Hitachi's prior written authorization, Dealer will not engage in any mail-order, phone-order and/or in-home sales of the Products.
- 4. Operating Requirements.** During this Agreement, Dealer agrees to satisfy each of the following requirements:

  - A. Best Efforts.** Dealer will use its best efforts to stimulate and increase interest in the Products and to encourage the purchase of the Products by Dealer's customers. Dealer will represent the Products fairly in comparison with competitive products at all times.
  - B. Trade Practices.** Dealer will not engage in "bait and switch" practices, "tying" or any other unfair or deceptive trade practices with respect to the Products. Dealer will not make any false or misleading representations or warranties with respect to Hitachi or the Products or make any representations with respect to the performance, specifications, features or benefits of the Products that have not been published, or otherwise approved in writing, by Hitachi.
  - C. Complaints.** Dealer will advise the Distributor promptly if Dealer learns of any complaints or claims by Dealer's customers or others concerning Dealer or any other Hitachi dealer, distributor, representative or Product.
  - D. Purchasing Source.** Dealer will purchase the Products only from a Hitachi Authorized Distributor located in the United States and not from any other person or entity, wherever located.
  - E. Warranty Service.** Unless Dealer is properly registered as a Hitachi Authorized Warranty Service Facility, Dealer will not attempt to make any warranty repairs to any Products and will, upon the request of any customer, provide the identity, location and telephone number of one or more Hitachi Authorized Warranty Service Centers located in such customer's vicinity.
  - F. Promotional Materials.** Dealer shall have the ability to obtain from the Distributor, free of charge and on a continuing basis, a reasonable supply of Hitachi sales literature related to the Products. Dealer will be invoiced for more specialized Hitachi promotional/merchandising materials through Cooperative Advertising Funds or other means mutually agreed upon by the parties.
  - G. Compliance with Laws.** Dealer will comply with all applicable federal, state and local laws and regulations in performing its obligations hereunder and in the operation of its business, including, without limitation, all applicable antitrust and competition laws and all applicable Affirmative Action, non-discrimination, occupational health and safety, wage and hour and other labor and employment laws.
  - H. Export Control.** Each of the parties agrees not to export or re-export or transship, directly or indirectly, any Products or associated technology or software (collectively, the "**Commodities**") (i) to any countries to which the US has embargoed or restricted the export of goods or services, which currently include, without limitation, Cuba, Iran, Libya, North Korea, Sudan and Syria, or to any national of such countries, wherever located, who intends to transmit or transport any of the Commodities back to any such countries; (ii) to any person or entity Dealer knows or has reason to know will use any of the Commodities in the design, development, production, stockpiling or use of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in US export transactions by any federal agency of the US government. Each of the parties warrants and represents that neither the US Bureau of Industry and Security nor any other US federal agency has suspended, revoked or denied Dealer's export privileges.
  - K. Insurance.** Dealer will maintain comprehensive general liability insurance coverage for the full replacement value of both its premises and its entire inventory of Products, naming Hitachi as an additional insured as its interests may appear. Within thirty (30) days after signing this Agreement, Dealer will provide Hitachi with an insurance certificate identifying the insurance company carrying such insurance and the limits of such insurance and confirming that Hitachi is an additional named insured.
  - L. Sales Incentive Programs, Funds and Rebates.** During this Agreement, Hitachi may offer Dealer opportunities to participate in certain sales incentive programs subject to Hitachi-designated durations, terms and other conditions. Hitachi will have the right to modify, amend and/or terminate such incentive programs or the conditions thereof at any time by giving notice to Dealer.
- 5. Usage of Trademarks and Copyrighted Materials.** Dealer acknowledges it does not have, and will not acquire under this Agreement, any rights in or to any trademarks, tradenames, logos or related intellectual property, such as copyrighted images and graphics, copyrighted text and descriptions and related materials, owned by Hitachi (collectively, the "**Hitachi Materials**") other than (subject to the limits of Section 3C hereof) a non-exclusive, non-transferable, revocable license to use, exhibit, reproduce, publish, publicly, perform, transmit, broadcast and otherwise use the Hitachi Materials in print, Internet and broadcast media for purposes of promoting and selling

the Products. Dealer agrees to adhere to Hitachi's then-current Marketing, Graphics, Logo and Advertising Standards in the presentation, display and use of the Hitachi Materials. Dealer agrees not to affix any additional trademarks, tradenames or logos to the Products or packaging, use any Hitachi trademark in combination with any other trademarks or use the Hitachi name or any Hitachi trademark (or any confusingly similar trademark) in Dealer's business name or web site address.

**6. Term and Termination.**

**A. Term; Extension.** The term of this Agreement will begin on the Effective Date and end one (1) year thereafter (the "**Initial Term**") and will renew automatically for additional one (1) year renewal terms (each, a "**Renewal Term**") unless or until either party: (i) gives the other party written notice at least thirty (30) days prior to the last day of the Initial Term or the then-current Renewal Term; or (ii) terminates this Agreement in accordance with Section 6B hereof.

**B. Termination.** Either party may terminate this Agreement: (i) for any reason at any time during the Initial Term or any Renewal Term by giving thirty (30) days prior written notice to the other party; or (ii) with Cause (as defined below) at any time during the Initial Term or any Renewal Term. If termination is with Cause, no advance notice period or opportunity to cure shall be required except as specified below. For purposes of this Agreement, "**Cause**" may be based upon, without limitation, the following: (a) a breach of any provision of this Agreement or any security, pledge or other agreement related to this Agreement where such breach is not cured by the breaching party within fifteen (15) days of the other party's delivery of written notice; (b) the making of any false representation, report or claim in connection with the business relationship of the parties; (c) any attempt to assign this Agreement except as permitted hereunder; (d) Hitachi's discovery of Dealer's participation in any unauthorized transshipping of the Products or any unauthorized sales of the Products through any Internet web sites or third party auction or bidding web sites; or (e) the non-terminating party becomes bankrupt, whether voluntary or involuntary, or the subject of bankruptcy proceedings, or subject to a general assignment for the benefit of its creditors or similar insolvency proceedings. In the event the Distributor Agreement between Hitachi and the Distributor identified on the first page of this Agreement terminates or expires during the term of this Agreement, this Agreement shall remain in full force and effect so long as Hitachi, within 30 days after the effective date of such termination or expiration, designates a commercially practical replacement distributor through which Dealer can purchase the Products.

**C. Dealer's Post-Termination Activities.** Upon the termination of this Agreement, Dealer immediately must: (i) return to Hitachi and/or the Distributor all Hitachi- or Distributor-furnished literature, advertising and promotional materials, displays and other items which they may have furnished to Dealer, (ii) discontinue all use of Hitachi Materials; and (iii) cease any and all representations that Dealer is an Authorized Hitachi Dealer of the Products. Notwithstanding the foregoing, but subject to the requirements of this Agreement, Dealer will have the right to sell any of the Products remaining in its inventory as of the effective date of termination.

**D. Hitachi's Post-Termination Activities.** Upon the termination of this Agreement, Hitachi will not be subject to any restrictions regarding who it may or may not sell the Products to or through, regardless of whether any such buyers of the Products had any relationship with Dealer or the Distributor prior to the termination of this Agreement.

**7. Limitations on Liability and Damage Exclusions.**

**A. Limitations on Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, HITACHI'S LIABILITY, IF ANY, TO DEALER OR ANY CUSTOMER OF DEALER FOR ANY ALLEGEDLY DEFECTIVE PRODUCT OR PART WILL BE LIMITED TO REPAIR OR REPLACEMENT OF SUCH PRODUCT OR PART, AT HITACHI'S SOLE OPTION. HITACHI'S TOTAL LIABILITY, IF ANY, FOR DAMAGES RELATING TO SUCH PRODUCT OR PART, WILL NOT EXCEED DEALER'S PURCHASE PRICE FOR SUCH PRODUCT OR PART.

**B. Damage Exclusions.** EXCEPT WITH REGARD TO APPLICABLE INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 HEREOF, NEITHER OF THE PARTIES HERETO NOR THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO ONE ANOTHER FOR ANY COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, LOST GOOD WILL, LOST DATA, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR EXPENDITURES MADE IN RELIANCE ON THE CONTINUATION OF THIS AGREEMENT, OR FOR ANY INDIRECT, INCIDENTAL, EXPECTATION, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, THE RELATIONSHIP BETWEEN THE PARTIES ESTABLISHED HEREBY, OR EITHER PARTY'S EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Relationship of the Parties.** Each party is an independent contractor, and neither party nor any of their respective employees or agents has any authority to assume or create any obligations on behalf of any other party. Hitachi and Dealer agree that the business relationship they have established under this Agreement will not be construed as that which would exist between a franchisor and franchisee, principal and agent, employer and employee or any other such relationship besides that of two independent contractors. Dealer acknowledges and agrees it has not paid any fee to Hitachi for the right to enter into this Agreement.

- 9. Confidential Information.** During the Term of this Agreement and for two (2) years thereafter, Dealer will maintain and hold in strictest confidence any Hitachi confidential information that it receives in connection with this Agreement. For purposes of this provision, Hitachi confidential information means Hitachi business information (i) from which Hitachi derives economic value, actual or potential, from not being known to, or readily ascertainable by, persons or entities who can obtain economic value from its disclosure or use, and (ii) which is the subject of protective efforts by Hitachi that are reasonable under the circumstances to maintain its secrecy, including, without limitation, technical and non-technical data related to any Product plans, designs, compilations, inventions, methods, techniques, drawings, processes or specifications or the development, manufacture and distribution thereof, or Hitachi's finances, costs, price lists, discounts, actual or potential customers, distributors, dealers and suppliers, policies, research and development efforts and employees.
- 10. Governing Law; Dispute Resolution.** This Agreement is deemed to have been entered into in the State of California and will be governed by its laws. Dealer and Hitachi specifically agree that any legal action arising out of this Agreement will be commenced within one (1) year after the relevant claim arises, failing which such claims will be barred notwithstanding any longer statutory period of limitation. All disputes arising out of this Agreement will be submitted to binding arbitration with JAMS. Binding arbitration will be conducted in San Diego, California, in accordance with the then-current JAMS commercial arbitration rules. The claim will be decided by one arbitrator who will be a retired federal or state court judge and who will be selected by mutual agreement of the parties, or if the parties cannot agree, by JAMS in accordance with JAMS rules. The only matters that may be the subject of a court action will be the enforcement of this arbitration provision; *provided that*, however, the parties hereto will have the right to institute a court action to obtain provisional remedies such as injunctive relief or the appointment of a receiver.
- 12. Attorney's Fees, Costs and Other Expenses.** If any party breaches this Agreement in a way that causes a non-breaching party to incur attorneys' fees, costs and expenses, such non-breaching party will be entitled to recover from the breaching party reasonable attorneys' fees, costs and expenses incurred to address such breach, including, without limitation, a reasonable allocation of costs incurred addressing such breach and enforcing such payment obligation by any in-house attorneys employed by such non-breaching party.
- 13. Mutual Releases.** Except as reserved hereunder, Hitachi and Dealer hereby release each other from all claims, causes of action, liabilities and obligations of every kind and description, whether known or unknown, which said parties ever had, now have or may have hereafter, by reason of any matter, cause or thing whatsoever from the beginning of time until the Effective Date hereof. If Dealer has purchased merchandise from Hitachi prior to the Effective Date of this Agreement, Hitachi reserves its rights for full payment with respect to any and all sums owed by Dealer, and Dealer reserves its rights against Hitachi only with respect to any credits to which they may be entitled based on prior returns of merchandise agreed to by Hitachi, if applicable. Nothing in this Section 13 will relieve Dealer from its indemnification obligations under Section 14 hereof.
- 14. Indemnification.** Dealer agrees to indemnify, defend and hold harmless Hitachi, Hitachi's parent corporation, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, agents, contractors, predecessors, successors and assigns (collectively, the "**Dealer-Indemnified Parties**"), from and against any and all losses, damages, liabilities, judgments, settlements, costs and other expenses incurred or suffered by the Dealer-Indemnified Parties by reason of the assertion of any claim or the institution of any litigation against them during or after the Term of this Agreement by a third party based upon or related to: (i) any breach by Dealer of this Agreement, (ii) Dealer's negligence in the maintenance of any of its retail locations or other retail venues; (iii) any misrepresentation, fraud or other deception by Dealer; and (iv) any infringement or alleged infringement by Dealer of a third party's patent, trademark, patent, trade secret or other proprietary rights; *provided that*, the foregoing indemnification obligation does not apply to claims made by purchasers of Products based upon any limited warranty offered on such Products by Hitachi. For any claim or litigation requiring Dealer's indemnification hereunder, Dealer is obligated to promptly notify Hitachi and assume the defense at Dealer's sole expense. If Dealer does not assume such defense in a timely manner, the applicable Dealer-Indemnified Parties may assume such defense, and Dealer is obligated to reimburse the Dealer-Indemnified Parties for any reasonable expenses (including, without limitation, attorneys' fees) incurred in such defense.
- 15. General**
- A. Assignment.** Dealer may not assign, transfer or sell any of its rights or obligations under this Agreement without the prior written consent of Hitachi. Hitachi may assign this Agreement to (i) a parent, subsidiary or affiliated entity without written notice to Dealer under this Agreement, or (ii) to a third party in connection with the sale or other transfer of all or substantially all of Hitachi's business assets by giving written notice to Dealer (with a courtesy copy to the Distributor) no later than three (3) months after the effective date of such assignment. Subject to these restrictions, the provisions of this Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- B. Waiver.** The parties hereto will not be deemed to waive any of their rights or remedies under this Agreement unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of any party hereto in exercising any right hereunder will operate as a waiver of such right or any other right, whether concurrent or future.
- C. Notices.** Unless otherwise specified herein, any notice required under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; (b) the earlier of (i) upon electronic

confirmation of receipt by, or (ii) twenty-four (24) hours after placement with, a reliable, nationally recognized delivery service that customarily obtains records of delivery (e.g., Federal Express), or (c) seventy-two (72) hours after mailing, by certified or registered United States mail, return receipt requested, postage prepaid, addressed in accordance with the addresses set forth at the beginning of this Agreement, or at such other address as a party may later designate in writing.

- D. Severability.** If any provision of this Agreement is found to be unlawful or unenforceable, the remainder of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated in any manner.
- E. Entire Agreement.** This Agreement and all exhibits hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all previous representations, arrangements, agreements and understandings, written or oral, if any, by and between the parties hereto and their respective representatives. This Agreement may not be amended, changed or modified, except by a writing duly executed by all of the parties hereto.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the parties have executed this Authorized Distributor-Dealer Agreement as of the Effective Date first above written.

**DISTRIBUTOR-DEALER**

**ACKNOWLEDGMENT BY DISTRIBUTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

**HITACHI AMERICA, LTD.,  
UBIQUITOUS PLATFORM SYSTEMS DIVISION**

By: \_\_\_\_\_  
Peter Brown  
Vice President, Sales  
Consumer Group

**Applicable Hitachi Products (to be completed by Hitachi District Sales Manager):**  
The Hitachi Products available for purchase through the Distributor under this Distributor-Dealer Agreement are those that Hitachi makes available in the categories below opposite a Hitachi DSM's handwritten initials. Specific Product models available within such categories during the Term will be listed on the Distributor's then-current product/price sheets.

<input type="checkbox"/> Television Accessories	<input type="checkbox"/> DVD and HDD Camcorders and Accessories
<input type="checkbox"/> LCD Flat Panel Televisions	<input type="checkbox"/> Plasma Televisions and Monitors
<input type="checkbox"/> Front Projectors	

**INTERNAL HITACHI USE ONLY**  
The above Distributor-Dealer has been qualified and recommended by:

DSM Name: _____	Zone Mgr. Name: _____
DSM Initials: _____	Zone Mgr. Initials: _____

***If your copy of this Authorized Distributor-Dealer Agreement does not include Exhibits A and B listed below, contact your Hitachi sales representative immediately. Those exhibits constitute key components of this Agreement.***

<b>Exhibit</b>	<b>Description</b>
A	Terms and Conditions of Internet Sales
B	Hitachi Minimum Advertised Price Policy

**Exhibit A**

to Hitachi Authorized Distributor-Dealer Agreement

**TERMS AND CONDITIONS OF INTERNET SALES**

- 1. Products; Online Sales.**
  - A. Product Categories.** The Product categories covered by these Terms and Conditions of Internet Sales will be those specified on the signature page of the Authorized Dealer Agreement to which this Exhibit A is attached (the "**Dealer Agreement**"). Hitachi's Product list will be subject to modification from time to time by Hitachi upon notice to the Distributor.
  - B. Requests for Permission to Conduct Internet-Based Sales.** To the extent Hitachi has authorized Dealer to conduct Internet-based sales of Products following Dealer's submission of the request form located at: <http://dealers.hhea-halhed.com/internetsales.pdf> , the Approved Web Site specified on such request form and confirmed on Hitachi's written approval thereof will be the only root domain from which Dealer will have the right to conduct such Internet-based sales (the "**Authorized Online Sales Site**").
- 2. Conduct of Internet Sales.**
  - A. Products Authorized for Internet Sales.** If Hitachi has granted Dealer written authorization to conduct Internet-based sales of Products, Dealer is authorized to sell via the Authorized Online Sales Site only those Products it is authorized to sell from its Authorized Dealer Locations pursuant to the Dealer Agreement.
  - B. Products Excluded from Internet Sales.** Notwithstanding the provisions of Section 2A of this Exhibit A, Hitachi reserves the right to prohibit Internet-authorized Dealers from selling specified Products or categories of Products on the Internet.
  - C. Online Sales Limited to Delivery to U.S. States in which Dealer has an Authorized Dealer Location.** Dealer will only deliver Products sold via Dealer's Authorized Online Sales Site to customers with a delivery address located within a U.S. state or county in which the Dealer has, at the time of delivery, an Authorized Dealer Location that is a physical, retail store that is open to the public at least five (5) business days per week and at least fifty (50) weeks per year during normal business hours. Any sales or deliveries made in violation of this Section will be considered a prohibited transshipment of Product and will be deemed a material breach of the Dealer Agreement and these Terms and Conditions of Internet Sales.
  - D. Withdrawal of Authorization.** Hitachi reserves the right, in its sole discretion and for any reason, to withdraw its authorization of Dealer's right to conduct Internet-based sales of any or all of the Products at any time by giving written notice to Dealer.
- 3. Authorized Online Sales Site Requirements.** If Hitachi has granted to Dealer written authorization to sell Products via the Internet, Dealer's Authorized Online Sales Site and associated operations must meet the following requirements and specifications at all times.
  - A. Limitation to Authorized Online Sales Site; Certification.** Dealer will not sell or offer the Products for sale from any Internet Site other than the Authorized Online Sales Site. Dealer must ensure its Authorized Online Sales Site complies with any reasonable Internet Dealer certification program(s) Hitachi may introduce during the Term of the Dealer Agreement (e.g., prominently displaying a Hitachi "Certified Internet Dealer" graphic on Hitachi product pages and/or Authorized Online Sales Site home page).
  - B. Product Information.** Dealer agrees to include on the Authorized Web Site accurate descriptions of Product features, technical specifications, pricing, applicable warranties and photographs of each Product advertised for sale with sufficient detail to provide Internet users with adequate information on which to base a decision to purchase such Product in relation to comparable Products of like make, kind and quality included on the Authorized Web Site. Upon Hitachi's request, Dealer is required to display only Hitachi-supplied, watermarked and copyrighted images of the Products on the Authorized Online Sales Site (e.g., for purposes of combating online sales of Hitachi brand products by unauthorized resellers).
  - C. Customer Service.** Dealer agrees to provide a level of customer service adequate to fully support the customers' purchases of Products via the Authorized Web Site, including, without limitation:
    - i. Direct Contacts.** Dealer's customer service info will be available, including telephone and fax numbers, e-mail addresses, and physical addresses through which customers can contact Dealer directly for additional information or clarification of information prior to or after purchases Products.
    - ii. Order Processing.** Dealer's Authorized Online Sales Site will use order receiving, processing and fulfillment processes that meet or exceed industry standards, including the use of encryption software in processing personal and financial data. Dealer's security and privacy policies will be included on the Authorized Online Sales Site at all times. Once customers have placed online orders, customers must have complete online access to Product information, order tracking and shipping status.
    - iii. Product Availability.** All Products offered for sale via the Authorized Online Sales Site must be in stock at the time offered for sale on the Internet; *provided that*, if a Product is not available in Dealer's



- stock, Dealer may offer such Product for sale via the Authorized Web Site if Dealer clearly indicates that such Product is not in stock and specifies in good faith the estimated date of availability.
- iv. **Product Delivery.** If Dealer offers customers the option of receiving Products by mail or courier delivery, Dealer and/or its designated shipping carrier will be solely liable for any damage to Products occurring during shipping or delivery to such customers, and Dealer agrees to defend, indemnify and hold harmless Hitachi from and against any liability arising from such damage to the Products, regardless of when such damage is discovered or how such damage occurred.
  - v. **Technical Support.** Dealer must provide customers with access to technical support personnel who are knowledgeable about the Products offered for sale on the Authorized Online Sales Site. At a minimum, such personnel will have training and knowledge similar to that which is required of a sales person in one of Dealer's Authorized Dealer Locations. Such technical support personnel will be available to advise the customer on the technical specifications of the Products, installation requirements, compatibility between other home electronics products, and similar issues which may arise prior to or after purchase. Dealer's technical support personnel must represent the Product appropriately and make honest comparisons between Hitachi brand Products and products of other manufactures of a like make, kind and quality. Live technical support and assistance will be available at least 8 hours per day, 5 days per week, via email and through a toll-free telephone number.
  - vi. **Product Return Policy.** Dealer will provide customers with information via the Authorized Online Sales Site about Dealer's product return policy so customers can review such policy before purchasing Products. Dealer's return policy must include detailed information regarding any charges customers will incur if they return Products (e.g., shipping charges, restocking fees). Dealer may offer customers the option of returning the Product to one of Dealer's Authorized Dealer Locations.
  - vii. **Warranty Information; Repairs.** Dealer will maintain a database of complete and accurate information regarding Hitachi's limited warranties on each Product Dealer sells via the Authorized Online Sales Site. Dealer must make accurate information about Hitachi's limited warranties available to customers upon inquiry or request. Upon request from a customer, Dealer agrees to provide customers with Hitachi's Customer Service telephone number (1-800-HITACHI) and assist customers with locating Hitachi Authorized Service Facilities for any repairs covered by a Hitachi warranty.
- C. **Hypertext Links to Other Internet Sites.** Dealer agrees that none of the hyperlinks contained within the Authorized Online Sales Site will direct customers to sites that are deemed, in Hitachi's sole reasonable discretion, to be obscene, violent or otherwise offensive in nature.
  - D. **End-User Consumers; No Transshipping.** Dealer has the right to sell the Products through the Authorized Web Site only to end-user consumers. Dealer does not have the right to use the Authorized Web Site to assign, transship or otherwise transfer any Product to any person or entity for the purpose of facilitating, or subject to any agreement or understanding that would facilitate, the resale of such Product by or through such person or entity or any other third party.
  - E. **Costs Associated With Designing and Maintaining Internet Site.** Dealer will bear all costs and expenses incurred in the design, maintenance and hosting of the Authorized Web Site.
4. **PROHIBITION AGAINST USE OF AUCTION WEB SITES AND OTHER THIRD PARTY SITES.** DEALER AGREES NOT TO ADVERTISE OR SELL THE PRODUCTS OR ANY OTHER HITACHI BRAND PRODUCTS ON OR THROUGH ANY AUCTION WEB SITE (e.g., EBAY.COM), REVERSE AUCTION WEB SITE, LIQUIDATION OR CLOSE-OUT WEB SITE.
  5. **Removal of Hitachi Products.** Upon termination of the Dealer Agreement, Dealer will immediately remove all online Product listings and Hitachi Materials from the Authorized Online Sales Site. Within two (2) business days after termination, Dealer will provide written confirmation to Hitachi that such Products and Hitachi Materials have been removed.

**Exhibit B**

to Hitachi Authorized Distributor-Dealer Agreement

**HITACHI'S MINIMUM ADVERTISED PRICE POLICY**

*Effective as of May 7, 2007*

**Purpose**

The purpose of this Minimum Advertised Price Policy (this "**Policy**") is to establish standard policies and practices that protect and uphold the high standards of the Hitachi brand and that provide guidance to Hitachi dealers on how the Hitachi brand and Hitachi products should be represented in the consumer marketplace.

**Policy**

Hitachi will regularly publish and distribute to its dealers a Dealer Price Schedule (the "**Price Schedule**") denoting the Minimum Advertised Price ("**MAP**") assigned to each Hitachi product on which Hitachi has elected to establish and/or maintain a MAP. Hitachi will have the sole discretion as to whether and when to establish and/or maintain a MAP for any Hitachi product. Any MAP will be active as of the effective date of the applicable Price Schedule and remain in effect until it is superseded by a new Price Schedule or otherwise modified, updated or cancelled pursuant to a written memorandum or communication by Hitachi management.

Dealers will be acting in accordance with this Policy so long as any Advertising (as defined below) of a Hitachi product does not display a price that is more than \$2.00 below the then-current MAP for such product in the then-current Price Schedule. For purposes of this Policy, "Advertising" means any media directed toward a mass audience, including, without limitation: radio, television, Internet (including group/mass e-mails); print in any form (including newspapers, magazines, catalogs, price lists and flyers); group/mass faxes, trade show signs and/or brochures.

Dealers may advertise a savings program or other in-store promotion, but it is a violation of this Policy to "do the math" within the applicable Advertising medium by displaying the net price or total cost after savings. The only situation in which this restriction will not apply is when Hitachi is offering a Mail-in Rebate program to consumers, in which case dealers' Advertising will be permitted to display the net price after subtracting the amount of Hitachi's Mail-in Rebate (but not the net price after any extra savings the dealer may be offering in addition to such Hitachi Mail-in Rebate).

**Examples:**

*Acceptable:*  
Model ABC        \$X,XXX  
Before instant \$yyy Savings

*NOT Acceptable:*  
Model ABC        \$X,XXX  
Before instant \$yyy Savings  
**Your Net Price: \$Z,ZZZ**

Dealers who claim Advertising-related support funds from Hitachi must adhere to this Policy in their Advertising of any Hitachi product for which such support funds have been claimed. Hitachi will have sole discretion and final authority to apply and interpret this Policy and render a binding, unilateral determination regarding violations and the rejection of claims for such support funds.

Notwithstanding anything set forth in this Policy, authorized dealers will have complete discretion to set the actual retail price at which they sell Hitachi brand products.

Hitachi reserves the right to modify, amend or replace this Policy at any time with or without notice.