



Gold Dealer Agreement

This AGREEMENT made between:

ATS Commercial Group LLC d/b/a ATS Acoustics
15 West Main Street
Piper City, IL 60959

Hereinafter referred to as “ATS Acoustics” and

Dealer Name: _____
Company Name: _____
Company Address: _____

Herein referred to as “Dealer”

This Authorized Gold Dealer Agreement is entered into by and between ATS Acoustics and Dealer identified above. Intending to be legally bound the parties agree to all terms and conditions set forth in this Agreement. The purpose of this Agreement is to establish the rights and responsibilities of the Dealer as an authorized ATS Acoustics Gold Dealer for the ATS Acoustics Product line hereinafter referred to as “Products.”

The parties do hereby agree as follow:

1. **Dealership and Products:** During the term of this agreement, ATS Acoustics hereby appoints Dealer the non-transferable right to display, market and sell ATS Acoustics Products.
2. **Obligations of ATS Acoustics:** If the Dealer abides by all terms of this Agreement and is current on all payments, ATS Acoustics will honor the below listed commercial terms:
 - (a) inform Dealer of ATS Acoustics' current prices and terms for its Products,
 - (b) provide 20% discounting with a minimum annual purchase of \$50,000 from ATS Acoustics,
 - (c) incremental 7% discount on any purchases beyond the threshold amount within the year,
 - (d) stocking program that provides an extended sixty (60)day payment terms for a minimum of \$15,000 stocking purchase. Any single order of more than \$15,000 will also qualify for such payment terms.
 - (e) committed lead time on all Hardened Edge panel orders - two and a half weeks,
 - (f) provide dealer with sales and technical information regarding products,
 - (g) ATS Acoustics will conduct a free monthly Product Training webinar for the Dealer and its key staff,
 - (h) make available to Dealer advertising and promotional materials to support the Product sales.
3. **Obligations of Dealer:**
 - (a) diligently and faithfully obtain a maximum number of orders for the Products from customers,
 - (b) annual purchase of a minimum of \$50,000 of products from ATS Acoustics.
 - (c) dealer will not market, list or sell products purchased from ATS acoustics at a price lower than the advertised pricing for the product on ats acoustics.com

- (d) conduct the Dealer's business in a lawful manner; forward promptly to ATS Acoustics all orders obtained by dealer,
 - (e) promptly answer questions from customers or others interested in the Products,
 - (f) keep and maintain a list of all customers and potential customers.
4. **Trademarks and Trade Names:** During the term of this Agreement, Dealer shall have the right to indicate to the public that it is an authorized Dealer of ATS Acoustics' Products and to advertise such Products under the Trademarks and Trade Names of ATS Acoustics. Nothing herein shall grant to Dealer any right, title, or interest in or to the Trademarks and Trade Names. Upon termination of this Agreement, Dealer shall immediately cease to use the same.
5. **Pricing Changes:** ATS Acoustics reserves the right to change its Dealer prices at any time without notice. Written quotes at prior pricing will be honored for 30 days from the date of the quote. All orders shall be subject to ATS Acoustics acceptance, which ATS Acoustics may or may not give according to its sole discretion. ATS Acoustics may at any time change or discontinue any or all of its present or future Product lines.
6. **Term and Termination:** This Agreement shall continue in effect for a period of one year from the date of signing. The effective period can be renewed and extended upon the following criteria:
- a. dealer makes an annual purchase of a minimum of \$50,000 dollars of products outlined in the obligations of the dealer,
 - b. ATS Acoustics will reserve the right to assign a different dealer level depending on the actual amount purchased within the effective period. In such cases new discounting and payment terms will apply during the next effective period,
 - c. ATS Acoustics will reserve the right to terminate the contract if a dealer lists/markets/sells a product purchased from ATS acoustics at a price lower than its advertised list price on ATS acoustics.com.
 - d. the effective period for this annual purchase commitment starts on the day the contract is mutually executed between dealer and ATS Acoustics and the following twelve (12) calendar months,
 - e. mutual consent of both parties. This agreement may be terminated by either party for any reason with written notice.
7. **Credit Status:** If Dealer becomes more than thirty (30) days past due on any regular ATS Acoustics invoice, or more than sixty days (60) past due on any stocking order ATS Acoustics invoice then ATS Acoustics may immediately terminate this agreement upon giving notice and there upon this agreement shall become void, but without prejudice to the rights of either party to monies due or to become due under this Agreement. Notices hereunder shall be delivered to the addresses for the parties listed herein.
8. **Adherence:** Dealer shall not at any time, either during or after the termination of this Agreement, divulge to others or use for its own benefit any confidential information obtained during the course of its relationship with ATS Acoustics.
- (a) The Dealer acknowledges that any violation of this Agreement will lead to an immediate suspension or cancellation of the Dealer Agreement. Reinstatement of the Agreement following any such violation will be solely at the discretion of ATS Acoustics.
9. **Rights and Confidentiality:** This Agreement is personal to the Dealer, and may not, in whole or in part, be assigned, transferred, or delegated, without the prior consent of ATS Acoustics.
- (a) No relationship other than that of sales Dealer is intended to be created between the parties, it being intended by the parties that the Dealer act solely as an independent contractor.
 - (b) ATS Acoustics shall have no contact or business dealings with any 3rd party buyers (the Dealer's clients).
- Nothing in this Agreement shall be construed as to:
- (a) give Dealer any rights in the business of ATS Acoustics;
 - (b) entitle Dealer to control in any manner the conduct of ATS Acoustics' business; or

(c) give Dealer authority to bind ATS Acoustics in any manner whatsoever.

Dealer Name : _____

Dealer Signature: _____ Date: _____

ATS Commercial Group LLC

Signature: _____ Date: _____