

BUSINESS INFORMATION			
Company Name:			
Address:			
City:		State:	Zip Code:
Phone:	Fax:	Web Site:	
Nature of Business: <input type="checkbox"/> System Integration <input type="checkbox"/> Sales & Service <input type="checkbox"/> Rental & Staging <input type="checkbox"/> Distribution/ Manufacturing			
Resale Certificate Number:			
Date Business Commenced:		No. of Locations:	No. of Employees:
Sole Proprietorship:	Partnership:	Corporation:	Other:
Would you like to become a Screen Solutions dealer and carry its product line? Yes <input type="checkbox"/> No <input type="checkbox"/>			

CONTACT INFORMATION			
Key Contacts:	Email:	Telephone:	Extension:
Primary Contact			
President CEO/Owner			
CFO/Finance			
Accounts Payable			
Purchasing			
Project Manager			
Technical			

BUSINESS/TRADE REFERENCES			
Company Name:		Account No.:	
Address:		City:	State & ZIP Code:
Phone:	Fax:	E-mail:	
Contact:		Typical Items Purchased:	
Type of Account/Level:		Current Payment Terms:	
Company Name:		Account No.:	
Address:		City:	State & ZIP Code:
Phone:	Fax:	E-mail:	
Contact:		Typical Items Purchased:	
Type of Account/Level:		Current Payment Terms:	
Company Name:		Account No.:	
Address:		City:	State & ZIP Code:
Phone:	Fax:	E-mail:	
Contact:		Typical Items Purchased:	
Type of Account/Level:		Current Payment Terms:	

AGREEMENT	
<p>By submitting this application, you authorize Screen Solutions to make inquiries with banking and business/trade references you have supplied. All information received or gathered by Screen Solutions will be kept confidential and not released to a third-party without written consent or legal demand.</p>	
Name: _____ Title: _____ Date: _____ _____ Authorized Signature	(For Internal use only) Application Received: _____ Date: _____ Verification: _____ Approval: _____ Account No.: _____ Credit Terms: _____
Screen Solutions International 8417 Washington Blvd. Suite 140 Roseville, CA 95678	Please FAX Application to: 866-519-5149 TEL: 888-631-5880 E-MAIL: dealerinfo@ssidisplays.com www.ssidisplays.com

DEALER/RESELLER AGREEMENT

This Dealer/Reseller Agreement ("Agreement") is made and entered into by and between Screen Solutions International LLC, a California LLC ("Company") and _____ ("Dealer") dated effective as of the ____ day of _____, 20__.

WHEREAS, Company desires to appoint Dealer as its independent agent to market, promote, and sell to end users (the "Customers") such products as the Company produces or markets and which it from time to time in its sole discretion elects to make available for sale through Dealer (the "Products"), and Dealer desires to accept such appointment, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Appointment.** Company hereby appoints Dealer as an authorized wholesale dealer/reseller of the Products of the Company subject to the terms of this Agreement. The appointment by Company granted to Dealer shall be the right to purchase, promote and resell the Products in accordance with this Agreement. The Company and the Dealers relationship is solely that of Vendor and Vendee, with the Dealer having the right to resell the Products but not to receive any commissions from the Company.

2. **Exclusivity.** The Company appoints the Dealer as a non-exclusive dealer/reseller of the Products for the term of this Agreement within the following geographic region _____ (the "Territory"). Absent the prior written consent of the company, the Dealer agrees that during the term of this agreement the Dealer shall sell and market only Products which Dealer procures through the Company. Dealer further agrees that it will not sell, distribute, lease, or install the Products outside the Territory without the Company's prior written approval. Dealer further agrees that it will not appoint or use other resellers or sub-resellers to market, sell, or lease the Products without the Company's prior written approval. The Company reserves the right to make direct sales within the Territory.

3. **Terms of Sale; Delivery of Product.** All sales by the Company to the Dealer pursuant to this Agreement shall be made at such prices and on such terms as the Company shall establish from time to time. The Company will make deliveries to the Dealer or its Customers on behalf of the Dealer in accordance with the terms of a purchase order presented by the Dealer and accepted by the Company. The Dealer shall make payment in accordance with the terms of a purchase order presented by the Dealer and accepted by the Company. Each Purchase Order shall be deemed an offer by Dealer to purchase the Products listed therein and when accepted by Company shall constitute a contract in accordance with the terms and conditions of the Purchase Order and this Agreement. If a conflict arises between the two, this Agreement shall take precedence. Purchase Orders submitted by Dealer pursuant to this Agreement shall include the quantity and type of Product(s) ordered, Product descriptions, Product specifications, shipment and invoice information and shipping instructions. The Company shall not be obligated to accept any order from Dealer in an amount less than One Thousand United States dollars (US \$1,000). The Company will endeavor to fill all orders from Dealer insofar as it is practicable and consistent with its schedules and that of the Suppliers, provided that in the event of its failure to fill all or part of any order, the Company shall not be to any extent liable or responsible therefor. Changes to orders will only be accepted prior to the initial processing of the order by the Company and written confirmation of such acceptance by the Company.

Dealer is required to pay Company at the time Dealer tenders a Purchase Order to the Company. However, at its sole discretion, the Company may agree to accept a Purchase order from Dealer without advance payment if Dealer has: (1) a valid credit card on file with the Company along with authorization to charge the Credit Card for orders which are not otherwise timely paid by Dealer (plus a 3% credit card

processing fee), or (2) an established line of credit with Company. The Dealer shall pay a late charge on any delinquent amount compounded and computed daily at the lesser of (i) 1.5% per month, or (ii) the highest rate permitted by law. The Dealer shall also be responsible for all collection costs including attorney fees incurred by the Company as a result of any late or non-payment by Dealer.

Dealer is responsible for payment of all shipping and handling fees for delivery of Products. Title to the Products shall be deemed to transfer from Company to Dealer, and all risks of loss associated with ownership of the Products shall transfer to the Dealer, when Company or any of its product manufacturers or suppliers (collectively the "Suppliers") places the Products in the possession of a third party for delivery to Dealer or its Customers. **DUE TO THE CUSTOM/CUSTOMIZABLE NATURE OF THE PRODUCTS ALL SALES ARE FINAL AND THE COMPANY DOES NOT ACCEPT RETURNS ON PRODUCTS, UNLESS THEY ARE WHOLE, UNTRIMMED, NOT CUSTOMIZED IN ANY WAY, UNDamaged, AND HAVE NEVER BEEN INSTALLED IN ANY WAY.**

4. Sales Efforts by Dealer; Duties of Dealer. Dealer will diligently develop and promote the sales of the Products covered by this Agreement to the satisfaction of the Company. Dealer shall have the authority to sell the Products at any price which Dealer believes will be accepted by the market for the Products without regard to the Company's suggested retail price or minimum advertised price; provided, however, Dealer will advertise and market the Products in accordance with the Company's current minimum advertised pricing ("MAP") policy, as amended from time to time by Company at its sole discretion. A copy of the MAP is attached hereto as Exhibit A and incorporated herein by reference. The Dealer agrees that Dealer's advertising of Products must comply with policies of the Company, including, without limitation, the MAP, and agrees to discontinue any advertising that is disapproved by the Company. The Dealer will provide an adequate sales staff and customer relations organization trained to instruct customers in the use of the Products.

Dealer shall make no promises, representations or commitments which are not within the authority granted to Dealer hereunder, including, without limitation, accepting the return of or making any allowance with respect to any Products without the prior written approval of the Company, and make no warranties or promises to customers with respect to the condition, quality, composition, capabilities or otherwise of any Products which are not specifically made or given in writing by the Company or its Suppliers (if any) to customers.

Dealer shall recognize, both during and after the term of this Agreement, and without limiting Paragraph 6 below, the exclusive right and ownership of the Company in and to all names, trade names, trade or service marks, patents, copyrights and all other intellectual properties used by the Company in connection with the Products and Company's business, and further agrees to market and sell the Products only under the trade or service marks and trade names regularly applied to them by the Company and otherwise in accordance with Paragraph 6 below.

5. Duties of the Company. The Company agrees to:

- (a) Provide sales and technical assistance to Dealer similar to that provided by the Company to its other independent sales agents, if any.
- (b) Furnish Dealer with a reasonable amount of such promotional and sales materials (in the English language) as the Company, in its sole discretion, generally prepares in regard to the Products.
- (c) Identify Dealer in such of the Company's promotional materials as the Company may, in its sole discretion, deem appropriate.
- (d) Sell Products to Dealer as provided herein; provided, however, that the Company shall not be liable for any loss or damage caused by its nonacceptance or delay in acceptance of orders submitted by a Dealer which are not in compliance with all applicable procedures, policies, rules and regulations of the Company, nor for failure or delay in meeting any order of Dealer or in performing any other duty or

obligation hereunder arising from or to any capacity or production limitations affecting the Company or

obligation hereunder arising from or to any capacity or production limitations affecting the Company or any failures or delays (for whatever reason) by any vendors or suppliers of the Company, with the Company reserving the right to allocate its Products and services in such amounts and manner as it deems appropriate, in its discretion.

6. Trademarks for the Company. Dealer is hereby granted a limited, nonassignable and nontransferable right to use the Company's trade or service marks and trade names in distributing, advertising and promoting the sale of the Products, but only in strict accordance with the Company's policies regarding the use of its trade or service marks and trade names. The rights conferred herein shall cease and terminate immediately upon any notice from the Company to cease such use or, without notice, upon the termination of this Agreement, and in the event of such termination, Dealer agrees to take, at its sole cost and expense, all such steps as are necessary or appropriate to cease all use of the Company's trade or service marks and trade names. Notwithstanding anything herein or otherwise which may appear to be to the contrary, the Company's trade or service marks and trade names shall at all times be and remain the sole and exclusive property of the Company, and the Company reserves all rights in and to the same. Dealer agrees to use its best efforts to notify the Company of any and all infringements of the Company's trade or service marks or trade names pertaining to the Products which may come to the Dealer's attention during the term hereof and to assist the Company in taking such action against said infringement as the Company, in its sole discretion, may decide.

7. Proprietary and Confidential Information.

(a) Dealer acknowledges and agrees that it is necessary for Company to prevent the unauthorized use and disclosure of Proprietary and Confidential Information, as hereinafter defined, regarding Company and the Products. Accordingly, Dealer covenants and agrees that it will not, during the term of this Agreement or at any time following the termination of this Agreement, for whatever reason (whether this Agreement is terminated by Company, by Dealer or by mutual consent), directly or indirectly, permit the disclosure of any Proprietary and Confidential Information regarding Company or the Products to any third party, nor use any Proprietary and Confidential Information for its own benefit other than in fulfilling its obligations under this contract.

(b) For purpose of this Agreement, the term "Proprietary and Confidential Information" shall be deemed to include all confidential and proprietary information relating to the Products or Company, including, but not limited to, (i) corporate and business information, including contractual arrangements (including the terms of this Agreement), plans, strategies, tactics, policies and resolutions; (ii) any negotiations; (iii) marketing information, including price and discount lists, sales or product plans, strategies or methods; (iv) customers, customer lists, prospects or market research data, including any lists or data developed or prepared by Company or Dealer in performing hereunder; (v) operational information, including trade secrets, control and inspection practices, suppliers and vendors, all information related to the Products, inventions, technical and non-technical data, techniques, methods of manufacture, machines, equipment, apparatus, molds, tools, dies, drawings, blueprints, experimental or developmental work, photographs, slides, motion pictures, video tapes, compositions, formulas, formulations, processes, and know how; (vi) all copyrights, patents, trademarks, service marks, trade secrets or other intellectual properties utilized by the Company; (vii) personnel information, including personnel lists, resumes, personal data, organizational structure and performance evaluations; and (viii) information provided to or obtained in any way by the Company regarding another person, corporation or other form of entity which owns in whole or in part the Company or which is owned or controlled by the Company or under common control with Company (collectively, the "Affiliates"), and which information is proprietary and confidential to the Affiliates.

(c) Dealer agrees to hold in confidence all Proprietary and Confidential Information, and shall not directly or indirectly disclose to others such information, and shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the Dealer uses for its own most crucial proprietary and trade secret information. Further, Dealer agrees that it shall not use any advantages derivable from such Proprietary and Confidential Information in its own

business or affairs, unless the same is pursuant to a written agreement with the Company. Dealer further irrevocably agrees that since the Confidential Information may include provider, vendor, client and customer information disclosed by Company, that Dealer will not attempt to directly or indirectly, circumvent, avoid, bypass, or obviate Company's role in any transaction with any provider, vendor, client, customer, or Suppliers disclosed to or introduced to Dealer by Company (hereinafter "Company's Industry Contacts") in connection with any project, sale (or potential sale), contract, agency, distributorships, marketing campaign or any other transaction involving any sale of products or services. Dealer agrees that it shall not contact, negotiate with, or participate in any transactions with Company's Industry Contacts other than through Company, or as may otherwise be permitted pursuant to a separate written contract between Dealer and Company. Dealer further agrees to keep strictly confidential the names, addresses, telephone, telex, facsimile numbers, email addresses, and/or other pertinent contact information for Company's Industry Contacts.

8. Disclaimer of Warranties; Statute of Limitations. THE COMPANY MAKES NO EXPRESS WARRANTIES, AND HEREBY EXCLUDES AND DISCLAIMS IN ENTIRETY ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS PROVIDED BY THE COMPANY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOST PROFITS, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS OR ANY OTHER GOODS OR PRODUCTS FOR ANY REASON AND FOR ANY PURPOSE WHATSOEVER EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION FOR BREACH OF ANY TERM OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION ACCRUES.

9. Nature of Relationship; Authority of Parties. The relationship between the parties shall be that of Vendor and Vendee. Nothing contained in this Agreement, and no action taken by Company or Dealer pursuant hereto, shall be deemed to constitute Company and Dealer a partnership, an association, joint venture, or other entity, nor shall this Agreement be construed to constitute Dealer as an employee or agent or franchise of the Company or cause Company to be responsible in any way for the debts or obligations of Dealer, nor shall Dealer have the authority to bind the Company in any respect whatsoever, it being understood and agreed by the parties hereto that Dealer shall be acting as an independent contractor not as an agent, representative, partner, or employee of Company for any purpose whatsoever. Dealer shall be solely responsible for discharging all obligations arising in connection with the operation of Dealer's' business, including, without limitation, compliance with all laws, rules and regulations relating to income tax, sales tax, social security, unemployment compensation and worker's compensation.

10. Term and Termination.

(a) The term of this Agreement shall be for a period of three (3) years from the date hereof, and shall be automatically renewed thereafter for successive three-year periods, unless either party provides written notice to the other of its intention not to renew this Agreement, for whatever reason, with or without cause, at least sixty (30) days prior to the termination date of the term then in effect, or this Agreement is earlier terminated pursuant to any other provision of this Agreement.

(b) This Agreement may be terminated by either party in the event of any breach or nonfulfillment of or default under any term or condition of this Agreement by the other party, which breach, nonfulfillment or default is not fully cured by the applicable party (if capable of cure) within thirty (30) days following the giving of written notice thereof by the other party; provided, however, that this Agreement may be terminated immediately and without opportunity for cure by Dealer (i) upon receipt by Dealer of notice of termination from the Company in the event of a breach or nonfulfillment of or default by Dealer under Paragraphs 6 or 7 hereof; (ii) upon the death of, dissolution or liquidation of, termination of existence of, insolvency of, business failure of, appointment of receiver of any part of the property of, assignment for

the benefit of creditors by, or the commencement of any proceeding (whether voluntary or involuntary) under any bankruptcy, insolvency, debtor-creditor, receivership or similar or related law by or against, Dealer; or (iii) at the discretion of the Company in the event the Company determines in its sole discretion that the Dealer has engaged in actions which are contrary to the best interests of the Company. Notwithstanding anything herein or otherwise which may appear to be to the contrary, the termination of this Agreement shall not affect any liability or obligation of the parties hereunder which shall accrue prior to such termination, including, but not limited to, any liability for loss or damage or on account of breach, nor shall the termination of this Agreement (by either party and for whatever reason) affect the terms or provisions hereof which contemplate performance by or continuing obligations of a party beyond the termination hereof, including, without limitation, the obligations of Dealer under Paragraphs 6, 7, 10 and 11 hereof, all which shall continue in effect notwithstanding any termination hereof.

(c) Upon termination of this agreement for any reason, Dealer agrees that for a period of 1 year following such termination, Dealer shall not, within the continental United States, directly or indirectly engage in the sale or marketing of Rear Projection and Multi-Touch screen products or solutions, or other similar or related products then being sold by the Company. Dealer acknowledges that this is a reasonable restriction necessary to protect the Companies proprietary information and trade secrets, and further agrees that notwithstanding anything else to the contrary herein, in the event of any breach of Section 6, 7, or 10 of this Agreement, the Company may immediately seek and shall be entitled to injunctive and other relief in any court of competent jurisdiction.

11. Indemnification. Dealer agrees to defend, indemnify and hold Company harmless from and against any and all loss, liability, damage, cost or expense (including, but not limited to, attorneys' fees, legal expense and court costs) arising in connection with or resulting from any breach of warranty, misrepresentation or non-fulfillment of any agreement on the part of Dealer under this Agreement or which are incurred by Company in enforcing its rights under this Agreement.

12. Force Majeure. If the performance of any part of this Agreement by either parties is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or government action, labor disputes, civil unrest, or any other cause beyond the control of either Company or Dealer, the parties obligated to perform shall be excused from such extent that it is prevented, hindered or delayed by such causes.

13. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. This Agreement may be assigned, in whole or in part, by the Company without the prior written consent of Dealer. This Agreement may not be assigned, voluntarily or involuntarily or by operation of law or otherwise, by Dealer without the express prior written consent of the Company, which consent may be withheld in the Company's sole discretion. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matters hereof and may be amended only by a writing executed by all parties. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" refer to this entire Agreement and not to any particular section, paragraph or provision. This Agreement and the representations, warranties, acknowledgements and agreements contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Dealer. If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.

14. Notices. Except as otherwise provided in this Agreement, all notices hereunder shall be in writing and shall be delivered personally or sent by facsimile, other electronic means or nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party's address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions hereof, and shall be deemed given when personally delivered, when sent electronically or one (1) business day after being sent by overnight courier.

To Dealer:

_____, _____
Attention:
Facsimile:

To Company: Screen Solutions International LLC
915 Highland Pointe Dr., Suite 250
Roseville, CA 95687
Attention: Robert Krause, CEO
Facsimile: 1-866-519-5149

with copies to: Screen Solutions International LLC
735 Sunrise Ave. #115
Roseville, CA 95661
Attention: Robert Rymek, Counsel
Facsimile: 1-916-783-9114

EITHER PARTY MAY CHANGE THE ADDRESS TO WHICH NOTICE MUST BE SENT BY GIVING WRITTEN NOTICE OF SUCH CHANGE TO THE OTHER PARTY IN THE MANNER PROVIDED HEREIN.

15. DISPUTE RESOLUTION. All material disputes between the parties arising from this Agreement (other than for payments due from Dealer under Purchase Orders, or arising out of Dealer breaches of Sections 6, 7, or 10 hereof) shall be resolved by the following procedures.

(a) A letter shall be sent from the party raising the dispute to the other party in accordance with the notice provisions of Section 14, identifying with particularity the nature of the dispute, the proposed resolution of the dispute ("Proposed Resolution"), and the executives from the party raising the dispute who are authorized to resolve the dispute ("Demand Letter"). The Demand Letter shall include the facts supporting such party's position on the dispute and include copies of any supporting written materials.

(b) The party receiving the Demand Letter shall have ten (10) Business Days to send a written response ("Response Letter"), which shall be sent in accordance with Section 14. The Response Letter must accept the Proposed Resolution in the Demand Letter or offer some other resolution.

(c) If the Response Letter accepts the proposed resolution in the Demand Letter then the Proposed Resolution shall be promptly implemented by the parties and shall, where applicable, be considered an amendment of this Agreement.

(d) If the Response Letter offers some other resolution, it shall include all facts supporting the responding party's position on the dispute, include copies of any written materials, and identify the executives of the responding party who are authorized to resolve the dispute. The executives identified in the Demand Letter and Response Letter shall meet one or more times and exchange such additional written materials and proposals as needed to reach a resolution of the matter or for one of them to declare an impasse.

(e) The party declaring an impasse shall obtain a list of five experienced mediators acceptable to that party from the Mediation Panel List retained by the Sacramento County Superior Court and send such list to the other party. Within three (3) Business Days, the other party shall select one of the five mediators. If the other party fails to select a mediator within three (3) Business Days, then the party declaring the impasse may ask the Court to select a mediator. The Mediation shall be held in California.

(f) The mediator shall immediately arrange a conference call with the mediator and the executives identified in the Demand Letter and Response Letter. In the initial conference, the mediator shall set a place and a time where the executives and mediator will resolve the dispute ("Mediation").

The Mediation must take place within five (5) Business Days of the initial conference call. The parties shall each pay one

half of the costs of the mediator unless directed otherwise by the mediator.

(g) At least 48 hours prior to the Mediation, each party shall submit to the mediator the Demand Letter and Response Letter, any additional written materials exchanged prior to the declaration of an impasse, and the party's final proposal to resolve the dispute ("Final Proposal"). No other written materials may be submitted to the mediator or used in the Mediation.

(h) The Mediation shall be attended only by the mediator and the executives identified in the Demand Letter and Response Letter. The Mediation shall take no more than one day. Each side shall have counsel available by telephone to draft any documents necessary to implement any resolution of the Mediation. If at the end of the Mediation the parties have not reached a mutual resolution, the mediator shall within 24 hours adopt one of the party's Final Proposals or set forth in writing a resolution of the matter that is between the parties' Final Proposals ("Mediator's Resolution"). The Mediator's Resolution shall be immediately implemented by the parties. The Mediator's Resolution shall be binding upon the parties and not subject to any further review except in the following limited circumstances:

- (i) The Mediator's Resolution requires either party to pay the other an amount (or incur expenses) in excess of \$50,000; or
- (ii) The Mediator's Resolution is less favorable to a party than the other party's Final Proposal.

(i) Any party dissatisfied with the Mediator's Resolution meeting the above must initiate an arbitration proceeding before an arbitrator selected from the Arbitration Panel List of the Sacramento County Superior Court within thirty (30) days of receipt of the Mediator's Resolution (the "Proceeding"). The Proceeding shall make a de novo review of the parties' dispute, except the Mediator's Resolution shall be admissible. The parties shall each pay one half of the arbitration costs unless directed otherwise by the arbitrator.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SCREEN SOLUTIONS
INTERNATIONAL, LLC. DEALER: _____
(type or print name)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit A - Minimum Advertised Pricing Policy is attached.
EXHIBIT A

EXHIBIT A

Minimum Advertised Pricing Policy

MINIMUM ADVERTISED PRICING (MAP) POLICY

Updated January 1, 2011

Screen Solutions International LLC has instituted a Minimum Advertised Price policy (MAP) for the benefit of all of our valued dealers/resellers. We find it necessary to implement a MAP policy so that Screen Solutions International LLC products are not devalued in the marketplace, and so each Screen Solutions International LLC dealer can compete equally on the basis of the value they provide the customer, whether that is product knowledge, service, training, support, inventory or any combination of these items and more.

- 1. An authorized Screen Solutions International LLC dealer shall be deemed in violation of this MAP policy if they advertise, or otherwise place in the public domain, prices for Screen Solutions International LLC products that are below the current MAP pricing.**
- 2. This MAP policy applies only to advertised prices. Screen Solutions International LLC does not and will not impose or enforce any policy with respect to the actual retail price of the product, and the authorized dealer is free to sell Screen Solutions International LLC products at any price and terms it deems appropriate.**
- 3. This MAP policy applies to all advertisements of Screen Solutions International LLC products and includes but is not limited to magazines, websites and other electronic media, broadcast emails, catalogs, flyers, coupons, newspapers, television and radio. The policy does not affect any in-store actual product pricing.**
- 4. Pricing listed on an internet site is considered an "advertised price" and must adhere to the MAP policy. This means any products on an internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this policy. Statements such as "we will match any price", and "call for price" are acceptable.**
- 5. From time to time, Screen Solutions International LLC may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP policy in whole or in part by notifying all dealers of the duration and nature of the change. Screen Solutions International LLC further reserves the right to adjust the MAP policy by amending this policy as posted and providing 30 day advance notice to all authorized dealers.**
- 6. Intentional and/or repeated failure to abide by this MAP policy will result in penalties and may result in loss of authorized dealer/reseller status.**

If for any reason you feel that one of Screen Solutions International LLC's dealers is violating this MAP policy, please contact our home office at 888-631-5880.