UMRP Product Price Sheet

Personal Audio Products

Effective January 31, 2013

All prices are in US$ each

<table>
<thead>
<tr>
<th>Model</th>
<th>Product Code</th>
<th>UMRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound Cylinder</td>
<td>BCPA</td>
<td>$199.00</td>
</tr>
</tbody>
</table>

For questions, please contact Dave Peet at 800-228-7148
Q. Why has Definitive Technology created its Unilateral MRP Policy?

A. Definitive Technology’s products have a hard-earned and well-established image of high quality. In the long term, maintaining that image will be most effective in promoting sales. As a result, Definitive Technology unilaterally has established its MRP Policy to facilitate its dealers’ provision of high levels of customer service associated with the sale and service of Definitive Technology products and to ensure that the dealers’ positioning of Definitive Technology products does not detract from, but is consistent with, those products’ high quality brand image.

Q. Does Definitive Technology’s UMRP Policy apply to selling prices for UMRP products?

A. Yes. For a UMRP product, the final selling price for the product must be at or above its UMRP. Definitive Technology’s UMRP Policy covers the selling price by any method whether in-store, on-line, or by any other method. Online sales include all areas of a dealer’s website such as an “add to cart” or “checkout” area. Definitive Technology’s UMRP Policy also applies to a selling price on any page or location on any website to which the dealer directs, via hyperlink or otherwise, or that transports visitors to the dealer’s website.

Q. Does Definitive Technology’s UMRP Policy apply to advertised prices for UMRP products?

A. Yes. When a dealer advertises or displays a price for a UMRP product, the price for the product must be at or above its UMRP. Definitive Technology’s UMRP Policy covers all advertising including but not limited to: (1) in-store signage, (2) direct mail campaigns, (3) direct e-mail campaigns; (4) a separate page on the dealer’s website, such as an “add to cart” area; and (5) any other area of a dealer’s website. Definitive Technology’s UMRP Policy also applies to a price advertised or displayed on any page or location on any website to which the dealer directs, via hyperlink or otherwise, or that transports visitors to the dealer’s website.

Q. Can a dealer show “call for price” in the pricing for a UMRP product?

A. No. The price at which the dealer intends to sell the UMRP product must be shown.

Q. Can a dealer offer “free shipping” on UMRP products?

A. Yes. The price of shipping does not affect the price of the UMRP product.
Q. Is Definitive Technology asking a dealer to agree to advertise, display or sell at or above UMRP prices?

A. No. Definitive Technology does not require that a dealer agree to any aspect of our UMRP Policy. Definitive Technology has made a unilateral decision to institute its MRP Policy and is advising dealers that it reserves the right to stop supplying a dealer with any UMRP product when the dealer advertises, displays or sells the UMRP product inconsistently with Definitive Technology’s Policy. Dealers are free to decide whether or not they wish to abide by the Policy.

Q. Are there any exceptions to the UMRP Policy?

A. Definitive Technology, from time to time, may create exceptions to its UMRP Policy and will inform dealers in writing of those exceptions and the conditions applicable thereto. Unless Definitive Technology has created an exception, its UMRP Policy applies to all advertising, displaying, and sales of UMRP products.

Q. What are the consequences of not abiding by the UMRP Policy?

A. Definitive Technology will discontinue supply of the UMRP product which had been advertised, displayed, or sold inconsistently with Definitive Technology’s UMRP Policy, to the dealer. The dealer will be required to remove each terminated UMRP product for sale from all advertising and all areas of its website. The termination of supply of an UMRP product will not affect the dealer’s ability to purchase any other Definitive Technology product, including any other UMRP product that Definitive Technology has authorized the dealer to sell.

Q. Will free financing for an UMRP product violate the Policy?

A. No.

Q. What if a dealer employee makes a mistake which results in a violation?

A. A dealer has responsibility for monitoring its advertising and pricing. When unilaterally deciding what, if any, action to take, Definitive Technology will consider whether a dealer employee’s action was in contravention of the dealer’s policy to follow Definitive Technology’s Policy.

Q. How will Definitive Technology inform a dealer that Definitive Technology is terminating supply of an MRP product?

A. Definitive Technology will inform the dealer by E-Mail and/or in writing, and Definitive Technology will deem that notice has been given when the E-Mail has been received or a
letter has been personally delivered to the dealer or the letter has been delivered to the U.S. Postal Service or other common carrier addressed to the dealer.

Q. Will a product’s UMRP or the products subject to the UMRP Policy change?
A. Definitive Technology reserves the unilateral right to change at any time a product’s UMRP or the products subject to its UMRP Policy. Definitive Technology will inform its dealers in writing of any such changes by E-Mail.

Q. Should a dealer notify Definitive Technology of another dealer’s non-compliance with the MRP Policy?
A. A dealer is under no obligation to inform Definitive Technology of any other dealer’s non-compliance with the UMRP Policy. Definitive Technology warns that if a dealer discovers that a dealer is not complying with the UMRP Policy, the dealer SHOULD NOT discuss with the other dealer its non-compliance with Definitive Technology’s UMRP Policy.

Q. How does a dealer comply with the UMRP Policy when a UMRP product is sold in combination with products not covered by the Policy?
A. A dealer may bundle a UMRP product with other products, but any advertised or final discount or savings to the consumer for purchasing the bundled products must be attributable to the other products and not the UMRP product. In other words, the other items bundled with the Definitive product must be available for sale without the Definitive product at the full discounted amount.

Q. How will Definitive Technology administer its Policy?
A. Definitive Technology assumes that each dealer carrying UMRP products intends to follow Definitive Technology’s Policy. If Definitive Technology receives information about a dealer’s failure to comply with the Policy as to an UMRP product, Definitive Technology will conduct an independent review of the dealer’s advertising and/or selling practices to determine whether Definitive Technology will discontinue supplying the dealer with the UMRP product in question and whether the dealer needs to remove the product from being offered for sale in advertising or on the dealer’s website. Definitive Technology will make its own decision under its Policy, and there is no appeal from that decision.

Q. Who should a dealer contact if it has questions about Definitive Technology’s Policy.
A. Dealers should contact Definitive Technology’s Executive VP, Dave Peet, at (410) 363-7148 for further information on Definitive Technology’s Policy.
Authorized Dealer Agreement

APPENDIX A Addendum

Personal Audio Products

Dealer Name: ___________________________ dba: ___________________________ Account No.: ________

Contact Name: ___________________________ Phone: ___________________________ Fax: ________________

Ship to
Location Address #1: ____________________________________________________________

e-mail address: ________________________________________________________________

Ship to
Location Address #2: ____________________________________________________________

e-mail address: ________________________________________________________________

*Please attach sheet with additional locations if necessary.

Authorized Territory(ies) __________________________________________________________

Authorized Product □ Personal Audio Products

Annual Minimum Purchase $ ____________________________

Note: Personal Audio Products are considered a separate business from other Definitive Technology products and are not covered by any other vendor program agreement or program volume calculations.

<table>
<thead>
<tr>
<th>Dealer Name:</th>
<th>RSM Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Approved by:</td>
</tr>
<tr>
<td>Title:</td>
<td>Date:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
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DEFINITIVE Approval

Form 2
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