



MINIMUM DEALER REQUIREMENTS, & ADVERTISED PRICE (MAP)
DISTRIBUTOR/DEALER AGREEMENT

**Below are the minimum requirements for consideration of
Dealership/Distributor status**

LED Wireless Lighting LLC is hereby referred to as WIFI LED

Dealer Requirements:

Must have a display showroom and or an online store with the ability to receive online orders with shipping capabilities

\$5000 initial purchase of product

\$10,000 Minimum purchase order per year

Must order 1 sample product of each fixture from our product line

Must agree to strict map pricing regulations detailed in this agreement below

Perform a minimum of 1 workshop per year, for the purpose of educating consumers, increasing sales & promoting the products

Tier Dealer pricing structure.

Silver Pricing: 20% off Map Price \$20k-\$50k yearly sales

Gold Pricing: 25% off Map Price \$50k-\$100k yearly sales

Platinum Pricing: 30% off Map Price \$100k + yearly sales



This agreement is entered into this _____ day of 2010,
Between, LED Wireless Lighting LLC. Of 600 Broadhollow Rd, Suite 203 Melville, NY
11747 (hereinafter called "WiFiLED.com") and _____
With office or offices at _____
, (hereinafter called "Dealer").

WHEREAS, WiFi LED is a manufacturer, importer and supplier of lighting products and related electronics, and Dealer is a distributor or dealer and re-seller of lighting and related products and/or equipment systems, and that only approved dealers or distributors are authorized to re-sell WiFi LED products under strict licensing specifications, terms and conditions. WiFi LED does agree to sell to Dealer and Dealer does agree to buy from WiFi LED, and both parties agree such a relationship would
Be mutually beneficial,

THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is
Hereby acknowledged, both parties agree as follows:

1. APPOINTMENT

1.1 WiFi LED hereby appoints Dealer distributor/dealer of the WiFi LED product line, subject to the terms and conditions set forth in this agreement.

1.2 Dealer does hereby agree to abide by all terms and conditions of this agreement.

2. MAP

2.1 To assure integrity of its product line, fair pricing and an orderly marketplace, Dealer agrees not to advertise any WiFi LED products at a price lower than WiFi LED minimum advertised price, hereinafter called MAP. MAP refers to and is applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, radio or television, billboard, magazine, trade journal, airplane banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailings, pre-recorded telemarketing messages, or any other form of advertising. MAP does not apply to non-advertised prices. Dealer is free to set its own prices and may sell products at any price in its sole discretion.



The restriction contained herein is with respect to advertising, marketing, publishing or broadcasting prices for public dissemination.

2.2 WiFi LED shall determine MAP for all WiFi LED products, in its sole and absolute discretion.

2.3 WiFi LED reserves the right to set, change, modify or discontinue any product, or MAP at any time, without notice and without liability.

2.4 It is strictly prohibited for any customer or distributor to list for sale, directly or indirectly, on any Internet auction site, such as eBay, Yahoo or similar websites, any WiFi LED products included in WiFi LED's "Contractor Series". (Refer to Dealer Price List)

2.5 All automatic e-mail responses to price inquiries must comply

3. OBLIGATIONS AND RESPONSIBILITIES OF DEALER

3.1 Dealer shall only advertise WiFi LED products at prices greater than or equal to MAP.

3.2 All pictures, images and descriptions of WiFi LED products must be used as they appear and may not be altered in any way without prior written authorization from WiFi LED. All WiFi LED products advertised for resale must adhere to established logo, trademark or descriptive design.

3.3 Only approved distributors or dealers are authorized to advertise WiFi LED products.

3.4 Approved WiFi LED distributors and dealers are responsible for all advertising of their customers and shall be held liable for any violations of this Agreement by such customers or resellers. Dealer represents and warrants to WiFi LED that they have advised each of their customers of the MAP policy and each such customer has agreed to abide by the MAP policy, signing the certificate provided by WiFi LED.



4. OBLIGATIONS AND RESPONSIBILITIES OF WIFI LED

4.1 WiFi LED will actively establish, maintain and support an Ongoing MAP program for its product line. MAP levels will be set and monitored.

4.2 WiFi LED will make available marketing and promotional tools such as web site links, digital files containing artwork and photographs, new product information or other material as applicable. All pictures, images and descriptions remain the exclusive, proprietary property of WiFi LED and may not be altered, modified or manipulated in any way.

5. FAILURE TO COMPLY (Authorized Distributors/Dealers)

5.1 First Violation. Should Dealer fail to comply with the terms of this agreement, a warning will be issued stating that product(s) are being advertised below MAP. Dealer shall then comply within forty-eight (48) hours; provided, however, Dealers using e-Bay shall comply within twenty-four (24) hours. Should Dealer fail to comply within forty-eight or twenty-four hours, as the case may be, after a first violation, Dealer shall immediately (a) lose one-third, up to a full five percent (5%), of the Dealer discount, if applicable, or (b) have its dealership or distributorship suspended for ninety (90) days. For clarification purposes, assuming Dealer has a 15% discount, such Dealer following a first violation shall have its discount reduced to 10% for 90 days.

5.2 Second Violation. Should Dealer fail to comply following the suspension period after a first violation, or should Dealer receive a notice of a second violation of any kind, Dealer shall immediately (a) lose an additional one-third, up to a full ten percent (10%), of the Dealer discount, if applicable, or (b) have its dealership or distributorship suspended for one hundred eighty (180) days.

5.3 Third Violation. Should Dealer commit a third violation or fail to cure prior violations, (a) Dealer shall immediately lose the entire Dealer discount, if applicable, or (b) Dealer's status as an approved distributor or dealer shall be suspended for one (1) year (after which time such Dealer would have to re-qualify as an approved distributor or dealer; and (C) all unpaid balances outstanding to WiFi LED shall become immediately due and payable.



5.4 WiFi LED reserves the right, in its sole discretion, to determine all violations of its MAP policy and, in the sole discretion of WiFi LED, Dealer's status as an approved distributor or dealer may be revoked at any time resulting in the permanent loss of Dealer's distributorship or dealership.

6. E-SALES; INTERNET; WEB

6.1 All pictures, images and descriptions from WiFi LED website or e-mail communications are the exclusive property of WiFi LED and may be used only with WiFi LED prior written approval. Such intellectual property of WiFi LED must be used as it appears on the website or e-mail and may not be altered in any way without WiFi LED prior written approval.

6.2 All products advertised on a web site or via e-mail must be advertised with a price greater than or equal to MAP, or, if no MAP, fifteen percent (15%) over Dealer cost, and all web-based advertising must comply with all MAP policies.

6.3 When advertising "E-Mail for best price," any published response to inquiries must contain MAP. MAP does not apply to "one-on-one" E-Mail or other communications between distributors/dealers and their customers as long as the price information is not advertised to other customers.

6.4 E-Bay and other sale or auction policy:

- (a) "Buy it now" options must be listed at a price equal to MAP or greater.
- (b) Opening bids must start at MAP, or if no MAP, fifteen percent (15%) over dealer cost, with or without a "Buy it Now" option.
- (c) All sellers on e-Bay, or similar auction sites, must have a website or retail locations.
- (d) It is strictly prohibited for any customer or distributor to list for sale, directly or indirectly, on any Internet auction site, such as eBay, Yahoo or similar websites, any WiFi LED products included in WiFi LED's Contractor Series. (Refer to Dealer Price List)

6.5 "Factory refurbished" products being advertised must have been purchased as "refurbished" directly from WiFi LED and must be in the dealer's stock prior to their being offered for sale. Factory refurbished items may be offered for sale below MAP pricing with the proviso that the description clearly state that these products are



refurbished or used and only carry a 90 day warranty. Dealers must use their own photographs when advertising the product.

6.6 Retail outlets that wish to sell “Demo” or “Floor samples” may only advertise these items in local print media. Demo and floor samples may not be offered for sale via the Internet or Internet Auction sites. Only if a product has been discontinued by WiFi LED may it be offered for sale via the Internet.

6.7 Any violations of this Section 6, in WiFi LED sole discretion,

7. UNAUTHORIZED DEALERS

7.1 When any violations of this Agreement or the MAP policy occur, all interested parties, including the unauthorized dealer, web hosting company, magazine, newspaper and publisher will be notified immediately that they are in violation of WiFi LED MAP policy.

7.2 In the event a non-authorized dealer is found to have purchased products from an approved WiFi LED distributor or dealer and is advertising or marketing in violation of the MAP policy, both parties will be notified. WiFi LED distributors and dealers are responsible for the re-sale actions of their customers and will be held accountable for any violations of this Agreement or the MAP policy. Dealer shall sign, and shall have all customers that are resellers or distributors of WiFi LED products sign, a certificate, in the form attached hereto, indicating that they have been provided a copy of the MAP policy to review and agree to abide by the terms and conditions of the MAP policy as set forth on WiFi LED website.

8. DISCONTINUED ITEMS; REBATES and COUPONS

8.1 Discontinued items will continue to be advertised at MAP without exception unless or until a new price is published by WiFi LED.

8.2 WiFi LED retains the right to set or determine all advertised pricing on discontinued products.

8.3 Rebates and Coupons, even “instant” rebates or coupons or the like, may only be used for future sales or purchases, not for the sale or purchase for which the rebate or coupon had been issued.



8.4 Rebates and Coupons may only be used if the presenter or redeemer is otherwise in full compliance with all of WiFi LED policies and agreements, including the MAP policy and this Agreement.

9. BUNDLED PRODUCTS

9.1 The total price of an advertised “bundle” of products must be the sum total of the established MAP of all products included.

9.2 When an advertised bundle contains a mixture of MAP and non-MAP items, the advertised bundled price must be set by using dealer cost plus for the other products. fifteen percent (15%) on the non-MAP products and full MAP.

9.3 The advertised offer of any free WiFi LED product or products with the purchase of bundled WiFi LED products does not violate MAP long as the price of those free or promotional items is not advertised. Furthermore, the advertised free or promotional item may not be one of the bundled products.

10. MISCELLANEOUS

10.1 Attorneys' Fees. If any party to this Agreement seeks to enforce the terms and provisions of this Agreement, then the prevailing party in such action shall be entitled to recover from the losing party all costs in connection with such action, including without limitation reasonable attorneys' fees, expenses and costs incurred at the trial court and all appellate levels.

10.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, upon delivery to Federal Express or another reputable overnight courier, or upon their deposit in the United States mail, by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses set forth above or at such other addresses as either party may from time to time give written notice to the other.

10.3 Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this agreement.

10.3 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. To the fullest extent permitted by law, Dealer and WiFi LED hereby (a) submit to the jurisdiction of the New York and United States courts for the New York judicial circuit and the

federal district, respectively, wherein lies Suffolk County, New York for purposes of any legal action or proceeding brought under this Agreement and (b) agree that exclusive venue of any such action or proceeding may be laid in Suffolk County, New York and waive any claim that the same is an inconvenient forum.

10.6 Agreement to Take Actions. It is the intent of the parties hereto that this Agreement be valid and enforceable in accordance with the laws of the State of New York. Each party hereto shall execute, and/or prepare and deliver such other records, resolutions, consents, documents, certificates, agreements, notes, guarantees and other writings and take such further and other actions as may be necessary or appropriate in order to ensure the proper effectiveness and enforceability of this Agreement. Further, each party hereto shall perform its covenants and agreements expeditiously and diligently, and in good faith, and shall not take any action or omit to take any action which might adversely affect its ability to perform the obligations or consummate the transactions contemplated by this Agreement and shall execute and/or prepare and deliver such records, resolutions, consents, documents, certificates, agreements, notes, guarantees and other writings and take such other actions as may be necessary or appropriate in order expeditiously to perform any such obligations and/or consummate any such transactions.

10.7 Benefits; Binding Effect. This Agreement and all of the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns and are not intended to confer upon any other person any rights or remedies hereunder. Dealer cannot assign its rights, duties or obligations under this Agreement without the express written consent of WiFi LED.

10.8 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

10.9 Severability. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

10.10 Injunctive Relief. Because Dealer has access to proprietary information and intellectual property of WiFi LED, the parties hereto agree that money damages would not be an adequate remedy for any breach of the provisions hereof. Therefore, in the event of a breach or threatened breach of the MAP policy or this Agreement, WiFi LED



or its successors or assigns may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific Performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

10.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

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

Witness DEALER/DISTRIBUTOR

_____ By:

Signature

Name/Title:

WiFi LED.com



Minimum Advertised Pricing (MAP) Policy Compliance Certificate

LED Wireless Lighting LLC, DBA WiFiLED.com

600 Broadhollow Rd, Suite 203

Melville, NY 11747

I _____ on behalf of myself and the undersigned dealer, distributor or reseller of WiFi LED products hereby certify to WiFi LED that I have reviewed the terms and conditions of the Minimum Advertised Price Policy (the MAP Policy) of WiFi LED as set forth on the WiFi LED website www.wifiled.com), which policy may be amended from time to time by WiFi LED. I further certify that I and the undersigned shall comply with the MAP Policy and shall be responsible for periodically checking the website for amendments, modifications or revisions to the MAP Policy. I understand and acknowledge that (a) WiFi LED is relying on the certifications made hereby in order to permit access to the WiFi LED products, pictures, descriptions and other intellectual property of WiFi LED on WiFi LED website and (b) without this certificate and without full and complete compliance with the MAP Policy WiFi LED shall not permit the undersigned to deal, sell or resell any WiFi LED products.

Certified this ____ day of _____, 2008

By: _____

Name of company _____

By: _____

Name of authorized signatory (same as above)

Title: