

Authorized Dealer / Reseller Agreement

1. APPOINTMENT: Dealer-applicant is now appointed an "Authorized Dealer/Reseller" of the Pryme products listed on the attached Products & Pricing Schedule. Dealer certifies that these products will be resold only into:

- The States of _____
- The United States of America
- Canada
- Mexico
- Central America
- South America

2. TERM: The initial term of this Agreement shall be for a period of one (1) year, starting on the execution date of this Agreement by PRYME. On the expiration of this initial term, the Agreement will be renewed from year to year on the same terms, unless terminated.

3. PURCHASE ORDER: Purchases of Products by Dealer shall be authorized only on issuance of a purchase order acceptable to PRYME. All purchase orders issued by Dealer will be governed exclusively by the terms and conditions of this Agreement, notwithstanding any pre-printed terms and conditions contained on any of Dealer's purchase order forms or PRYME's acknowledgement.

4. DELIVERY: Delivery of Products will be deemed completed when placed in the possession of a common carrier at PRYME's facilities, designated as the F.O.B. point in the continental United States. Unless otherwise specified by Dealer, PRYME shall select the carrier that is deemed most appropriate. The invoice for each shipment shall include the standard minimum charge for shipping and handling, or the actual cost for shipping and handling, whichever is greater.

5. TITLE AND RISK OF LOSS: Title and Risk of Loss or Damage to the Products shall pass from PRYME to the Dealer upon delivery to the common carrier or Dealer's representative at the F.O.B. point. In the event of a loss subsequent to delivery, Dealer shall assume responsibility for promptly advising the carrier and insurer of the loss, for filing a claim and for recovery of any sums owed by such parties to Dealer.

6. PAYMENT TERMS: Standard payment terms are Net 30 days. PRYME reserves the right to limit or eliminate the extension of credit to Dealer in the event PRYME reasonably determines that Dealer will not satisfactorily perform its obligations under this Agreement or that Dealer's credit is impaired.

Prices are exclusive of all federal, state and local excise, sales, use, personal property or other taxes and fees.

Prices include standard domestic packaging suitable for surface (land) or air shipment. Customer requested special packaging or labeling will be performed at PRYME's discretion, and with an increased charge.

Dealer expressly agrees to pay PRYME all costs and expenses, including attorneys' fees, court costs and/or collection agency fees reasonably incurred by PRYME in enforcing its rights under this provision.

7. SECURITY INTEREST: Until the purchase price and all charges payable by Dealer hereunder are received in full, PRYME will retain a security interest in the Product under the Uniform Commercial Code. PRYME is authorized to execute a UCC Financing Statement on behalf of Dealer covering said goods and to file same to protect and perfect PRYME's security interest in said goods in the event of a subsequent default by Dealer. The filing fee will be added to the invoice amount owed by Dealer.

8. COMPLIANCE WITH LAW: Customer agrees that he/it will comply with all applicable federal, state and local laws, and Dealer will indemnify PRYME from any liability arising out of

Dealer's alleged failure to comply with any such law. Dealer will not re-market any product for use or sale outside the designated, agreed area(s) without advanced written consent by PRYME.

9. PRODUCT RETURNS: Prior to returning any product to PRYME, a Return Authorization (RA) number must be requested and issued. Dealer may return Product to PRYME within thirty (30) days of shipment without incurring a restocking fee, provided such Product is contained in its original packaging and in condition for resale. After such thirty (30) day period and up to ninety (90) days after the original date of shipment, a fifteen percent (15%) restocking fee will apply to all Products returned to PRYME, with a net credit but no refund. Thereafter, all Product returns must be in condition for resale and will be subject to a minimum fifty percent (50%) restocking fee deducted from any credit. Any credit or refund will not include prior shipping charges.

10. PRODUCT WARRANTY: PRYME warrants that for a standard, stated period from the date of sale (the delivery by PRYME to a common carrier, or by delivery and receipt at PRYME's business location) its products will be free from defects in materials and workmanship arising in the normal, intended, use, care and service of the product. In the event a product fails to meet the nominal performance criteria stated in PRYME's printed publications and proposals, PRYME will inspect its product and will repair or replace any defective product at its sole option.

The PRYME product warranty, stated just above, expressly excludes any of its Products sold or delivered for use under any type of rental, lease loan or pre-purchase trial arrangement.

Antenna and Software Warranty: PRYME warrants that for a period of ninety (90) days from the date of sale its antenna and software products will conform to its published specifications under normal usage.

PRYME DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED.

In the event a software product fails to comply with the warranty stated above, PRYME will replace the software product.

Extended product warranties: PRYME may provide some products with extended warranties or has sales promotions with temporary extended warranties. Consult the PRYME's current price list for these products and the warranty duration.

Warranty Limitations: Dealer's and the end users' sole remedy under any Warranty provided by PRYME shall be limited to the repair or replacement of the Product, or, at PRYME's sole choice, a refund of the purchase price paid by Dealer. Shipping for any authorized Warranty coverage return of product to PRYME shall be paid by Dealer or by the end user. PRYME GRANTS NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES STATED ABOVE.

PLEASE INITIAL THIS PAGE HERE: _____

[Continued from page 1]

EXPRESSLY EXCLUDED ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PRYME BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS INCURRED AS A RESULT OF THE USE OF ANY PRYME PRODUCT, WHETHER OR NOT USED IN ACCORDANCE WITH INSTRUCTIONS.

11. SALES PROMOTION: Dealer agrees to devote its best efforts in good faith to promote the selling of Products. PRYME will promote the sale of selected Products by appropriate advertising, participation in trade shows, and news releases, as determined by PRYME at its sole discretion. PRYME's name, product names, service marks, logos, trademarks, copyrights, patents, licenses, Internet sites, software, programming code, CPU designs, product designs and documentation are the sole property of PRYME. Dealer may use some or all of these in Dealer's business and advertisements only with the prior written approval of PRYME. A copy of the advertisement must be submitted to PRYME in advance for approval.

12. DEALER SERVICE AND SUPPORT: Dealer agrees to provide its customers, in a timely manner, such additional support as may be reasonably required by Dealer's customers such as, but not limited to: instruction in Product use, Product installation, and other technical services normally necessary or desirable to provide for the successful customer installation and to maintain good customer relations.

13. TECHNICAL SUPPORT: PRYME shall provide toll-free telephone support during normal business hours, Pacific Zone time, Monday through Friday. A reasonable effort will be made to assist the Dealer or end-user to identify, verify, report and resolve problems experienced in using the Products.

14. TERMINATION: Either party may terminate this Agreement, for any reason, with or without cause, effective upon thirty (30) days written notice of termination actually delivered to the other party.

Either party may immediately terminate this Agreement for default if the other party becomes insolvent, ceases to pay its bills when due, is placed in the hands of a receiver or assignee, files a voluntary petition for protection from creditors, or is adjudged bankrupt. In addition, either party may terminate this Agreement for default if the other party breaches any provision hereof and fails to cure such breach within thirty (30) days after the injured party mails a notice describing the breach.

15. EFFECT OF TERMINATION OR EXPIRATION: In the event of a termination of this Agreement by PRYME, or in the event this Agreement is not renewed at the end of any term, Dealer expressly waives any and all claims against PRYME arising out of such termination or non-renewal. Dealer expressly acknowledges that in no event shall Dealer have any claim for damages against PRYME arising out of any termination or non-renewal pursuant hereto.

Accepted:

PREMIER COMMUNICATIONS CORP.
dba PRYME RADIO PRODUCTS

By _____

Title: _____

Date: _____

In the event of any termination or expiration of this Agreement: (a) the provisions of this Agreement shall continue to apply to all Dealers purchase orders accepted by PRYME prior to the effective date of such termination or expiration, (b) neither party shall be liable to the other for any damage expenditures, loss of profits or prospective termination or non-renewal. Dealer expressly acknowledges that, in no event, shall Dealer have any claim for damages against PRYME arising out of any termination or non-renewal pursuant to the terms of this Agreement.

In the event of any termination or expiration of this Agreement: (a) the provisions of this Agreement shall continue to apply to all Dealer purchase orders accepted by PRYME prior to the effective date of such termination or expiration, (b) neither party shall be liable to the other for any damage expenditures, loss of profits or prospective profits of any kind or nature sustained or arising out of, or alleged to have arisen, out of such termination or expiration. Termination or expiration of the Agreement shall not relieve or release either party from making payments, which may be owing to the other party under the terms of this Agreement.

16. LIABILITY: The maximum liability of PRYME to any person whatsoever arising out of or in connection with any sale, use, or other employment of any Products or supplies delivered to Dealer hereunder, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall in no case exceed the actual amount paid to PRYME by Dealer for the Products delivered by the terms of this Agreement.

17. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the Parties relating to the sale of the Products to Dealer, and supersedes any and all prior agreements (including, without limitation, any Letter of Intent) related to the subject matter thereof. No amendment or modification of this Agreement shall be valid unless set forth in a written instrument signed by both Parties.

18. ASSIGNMENT: This Agreement may not be assigned by either Party without the consent of the other, except that PRYME may assign its rights and obligations hereunder to any of its wholly-owned subsidiaries or affiliates without the prior consent of Dealer.

19. Time is of the essence for the performance of each and every obligation and part of this Agreement.

20. CHOICE OF LAW: This Agreement shall be deemed made in the State of California, and will be interpreted and enforced in accordance with California Law. Each Party agrees to submit to the jurisdiction of any state or federal court located in the State of California.

[PRINT] DEALER'S BUSINESS NAME

By _____

[PRINTED NAME] _____

Title: _____

Date: _____

[PLEASE RETURN THIS SIGNED AND COMPLETED FORM WITH YOUR DEALER APPLICATION]

Authorized Dealer / Reseller Application Form

ALL REQUESTED INFORMATION IS REQUIRED

1. APPLICANT PLEASE INCLUDE THE STREET ADDRESS WITH ANY P.O. BOX NUMBER]

Name	Telephone
Address 1	Facsimile
Address 2:	E-mail Address
City: State: ZIP:	Parent Company Name
Type of business: SIC Code:	Years in business
Hardware / Accessories sold	Federal Tax ID No.
Vertical Markets expertise	Federal Tax Exempt No.
<input type="checkbox"/> Credit Card <input type="checkbox"/> COD <input type="checkbox"/> Open account terms <small>Credit terms desired (please check one)</small>	Credit amount requested

2. PRINCIPAL OWNER / OFFICERS

Owner / Officer	Title	Social Security Number
Home Address 1	Home address 2	
City State Zip	Home Telephone	
Vice President / Partner(s)	Treasurer / Partner(s)	

3. FORM OF ORGANIZATION

ANNUAL SALES VOLUME

Sole Owner	Partnership	No. of Full Partners _____	Under \$100,000	\$500,000 - \$1 Million
Corporation	State _____	Start business date _____	\$100,000 - \$250,000	\$1 Million - \$5 Million
Other form _____			\$250,000 - \$500,000	Over \$5 Million

Please Check One

Number of Employees	Average A/P aging	Purchasing Contact
Are Purchase Orders Used? Yes No	Est. Monthly Purchases	Purchasing Phone

Authorized Dealer / Reseller Application Form

ALL REQUESTED INFORMATION IS REQUIRED

4. BANK REFERENCES [PLEASE INCLUDE THE STREET ADDRESS WITH ANY P.O. BOX NUMBER AND THE TELEPHONE NUMBER.]

Bank name:		Bank officer contact:		
Address:		City	State	ZIP
Bank telephone	Bank facsimile	Account No(s)		
Previous bank	Account No(s)	City	State	ZIP

5. TRADE REFERENCES [PLEASE INCLUDE THE STREET ADDRESS WITH ANY P.O. BOX NUMBER AND THE TELEPHONE NUMBER.]

Name		Type of business		
Address:		City	State	ZIP
Telephone	Facsimile	Credit Terms		

Name		Type of business		
Address:		City	State	ZIP
Telephone	Facsimile	Credit Terms		

Name		Type of business		
Address:		City	State	ZIP
Telephone	Facsimile	Credit Terms		

Name		Type of business		
Address:		City	State	ZIP
Telephone	Facsimile	Credit Terms		

Questions? Call toll-free 800-666-2654.

Please return this completed form by FAX to PRYME Radio Products. at 714-257-0600 or mail to the address above.

Banking Information Request Form

Revised federal regulations require written authorization from the depositor for release of account information to third parties.

Do not complete this form if you are seeking CREDIT CARD terms.

To: _____
(Bank Name) _____ Branch: _____ ATTN: _____
Address 1 _____ Phone _____ Fax _____
Address 2 _____ City _____ State _____ Zip _____
Account Numbers:
Account 1 _____ Account 2 _____ Account 3 _____

Depositor: (Company/Customer name) _____		Contact: _____
Address _____	City _____	State _____ Zip _____
Phone _____	Fax _____	E-mail _____
Permission is given to release information about these accounts, as required to establish credit with PRYME Radio Products.		
Signature _____	Title _____	
Print Name _____	Date _____	

Attention: Commercial Accounts or Customer Service Manager

The firm listed above applied for credit with PRYME Radio Products.

Please provide the following information for this purpose:

Account # _____	Opened _____	Avg. Balance _____	# of Bounced Checks _____
Credit Line w/your bank? Yes No	Credit Limit _____	Average Dollar Amount of Bounced Checks (12 mos) _____	

Account # _____	Opened _____	Avg. Balance _____	# of Bounced Checks _____
Credit Line w/your bank? Yes No	Credit Limit _____	Average Dollar Amount of Bounced Checks (12 mos) _____	

Account # _____	Opened _____	Avg. Balance _____	# of Bounced Checks _____
Credit Line w/your bank? Yes No	Credit Limit _____	Average Dollar Amount of Bounced Checks (12 mos) _____	

Account # _____	Opened _____	Avg. Balance _____	# of Bounced Checks _____
Credit Line w/your bank? Yes No	Credit Limit _____	Average Dollar Amount of Bounced Checks (12 mos) _____	

Please feel free to call PRYME at 800-666-2654 for any questions regarding this form.

Credit Card Authorization Form

(PLEASE COMPLETE THIS FORM IN LEGIBLE, BLOCK LETTERS ONLY IF YOU ARE SEEKING CREDIT CARD TERMS)

I hereby request & authorize PRYME Radio Products to perform credit card transaction(s) consistent with the information below to the credit card listed below for products purchase from Pryme Radio Products.

Name(s) as it appears on Credit Card

PURCHASE OF PRYME AUDIO ACCESSORIES

Services Rendered

Terms

Credit Card Number

Expiration Date

CV2

Credit Card Type: _____

Card Holder Name

Telephone Number

Billing Address, including City, State and Postal Zip Code (as it appears on the cardholder's statement)

Authorized Amount: \$ _____

I, _____ (the cardholder), accept full responsibility for charge-backs, disputes and other non-payments by the credit card holder, and credit card company or issuing bank. I authorize PRYME Radio Products to debit my card for up to the "Authorized Amount". Charges to my credit card can and may appear as many separate types of charges. So I do not expect to be surprised to see separate charges. I understand that any and all disputes will ultimately be resolved under the Fair Billing Credit Act. In the event of a dispute, I accept full responsibility for any and all legal costs arising from PRYME Radio Products' attempt to collect this debt. PRYME Radio Products' "Terms & Conditions" apply. I have been informed and completely understand the change and cancellation penalties involved in this transaction.

Signature

Date