

PANASONIC AUTHORIZED RESELLER PROGRAM GUIDELINES

Panasonic expects the highest level of ethics and performance from its group of authorized resellers. These guidelines provide direction to the solution providers in the program (“resellers”) and outline corrective actions when resellers stray from them.

I. MINIMUM APPLICATION STANDARDS

All resellers should serve customers in a professional manner and show success in their Panasonic product sales. To this end, Panasonic requires that prospective partners have:

- a. An account with at least one of Panasonic’s approved national distributors.
- b. A working, professional web presence with a company-specific registered URL and corporate email addresses.
- c. A physical business address.
- d. Experience with the product categories for which it seeks authorization and sufficient sales personnel and overall scale to achieve Minimum Sales Requirements and support customers.
- e. Existing partners may be exempted from these standards.

II. ADDITIONAL CONSIDERATIONS

Meeting the minimum application standards does not guarantee program authorization to a prospective reseller. Other factors will be considered in the decision including, but not limited to, account manager sponsorship, reseller business model, geographic markets served, vertical market focus, and the quality of the existing relationship between Panasonic and the prospective reseller.

III. PROGRAM REQUIREMENTS

Resellers shall meet all of the following program requirements to maintain authorization:

- a. **Panasonic Portal Site Administrator** Each reseller must designate a primary contact who will maintain company information on the Panasonic Partner Portal.
- b. **Point-of-Sale Information** Reseller companies must provide Point-of-Sale information monthly. This information should include all Panasonic product transactions sold during the period. This report should be available to Panasonic by the fifth business day of the following month. The report should include at minimum: Panasonic SKU, Quantity, End User Customer Company Name, End User Company Ship Location (City, State, and Zip) and Transaction Date. Panasonic will treat this information as confidential and will not share it with other channel partners.
- c. **Business Planning** Resellers must participate in business planning sessions upon request.
- d. **Official Documents** In addition to the guidelines articulated here, each reseller is bound by the information contained in program documents and bulletins.

IV. PRODUCT GROUP AUTHORIZATION

Panasonic Authorized Resellers must maintain product authorization in at least one of Panasonic’s product groups, and must meet sales and competency requirements.

V. RESTRICTIONS

Proper flow of product from Panasonic to customer requires each member of the value chain to act ethically and professionally.

a. Channel Restrictions

- i. *End-user Sales.* Resellers may only sell Panasonic products to end-users unless given consent by a Panasonic sales representative. Reseller assumes financial responsibility for all costs associated with correcting faulty specifications and/or integrations of Panasonic product resulting from a sale to a non-end-user.
- ii. *Approved Sources.* Resellers may only purchase Panasonic products from approved sources (i.e., Panasonic Authorized Distributors).

b. Special Pricing

On occasion, Panasonic may offer a special price reduction from its standard pricing to meet the prices of a competitor. A special pricing letter ("SPL") shall be drafted and communicated to selected authorized sources.

- i. *SPL Components.* The SPL outlines the scope of the discount and the limits of its use. It contains the eligible customer, project, products, discount amount, resellers, and timeframe.
- ii. *Use.* Resellers may only use the discounted pricing to support the customer and project as listed on the SPL. Should some change in the parameters be required, the reseller must contact the correct Panasonic sales manager for a revision.
- iii. *Abuse.* Resellers that circumvent these rules are subject to sanctions. Abuse includes, but is not limited to, purchasing more units than specified by the special pricing letter & purchasing units from one special pricing letter and selling them to a customer not listed therein.

c. Disclosure

Employees of reseller companies may not share Panasonic information gained through the Panasonic relationship with another manufacturer of similar solutions. In addition, reseller employees may not discuss any program benefit with an end-user.

d. Exceptions

Resellers must secure prior written approval from Panasonic channel leadership prior to behaving outside of these restrictions.

VI. CONDUCT VIOLATIONS

Suspected conduct violations will be investigated. Once violations have been confirmed, sanctions include one or more of the following:

- a. Removal of reseller representative-specific rewards (e.g. spiffs) for an individual reseller representative.
- b. Removal of reseller company-specific benefits for an entire reseller company.
- c. Withholding of other benefits.
- d. Removal of authorization.

VII. TERMINATION

Panasonic reserves the right to terminate a company's authorization at any time. Resellers retain the right to terminate their membership in the program.

VIII. MODIFICATION

Panasonic reserves the right to modify these guidelines at any time without notice.

CONTACT US

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