

## Epson Advantage Partner Program

We partner with some of the world's largest companies to answer the needs of businesses looking for cost-effective, successful solutions driven by technology. Our unique program brings together specialized resources, benefits and relationships that are essential for increasing sales and maximizing profits.

### The Advantages of Partnering with a Market Leader

Epson's Partner Program offers a wide range of benefits to support the goals and success of our partners.

**Financial Incentives** – Opportunity for enhanced margins on select Epson products and extra earning potential with growth

**Incremental Product Solutions** – Additional sales from accessories, supplies, services, software, training and consulting

**Marketing Support**

- Marketing resources including evaluation products and demo purchase access
- Capitalize on the recognized and respected Epson brand
- Increased customer trust as an authorized Epson partner

**Technical Support** – Earn credentials and market your certified Epson expertise

### Epson Partner Authorization Requirements

Our authorization criteria seek focused VARs and Dealers whose business model offers high customer touch, solution based with post-sales support. The following outlines the key requirements to maintain status as an Epson Partner.

**Strong Customer Focus**

- Attend events and connect with customers with the intention to provide solutions
- Robust sales and marketing capabilities
- Competently demonstrate Epson solutions

**Compliance with Epson Policies**

- Reseller must have a fully functional company website, a physical address where you conduct your primary business operations (i.e., no P.O. Box or home address), and a phone number all of which are reflected on your website and matches your reseller application
- Sells only Genuine Epson Supplies
- Reseller does not sell Epson products through online third party marketplaces
- Reseller must sell Epson Products to end-user customers only and not to other resellers

**Service and Support**

- Have the staff and resources to provide pre-and post-sales support to end-users, as well as end-user training
- Provide complete Epson product installation and integration services, and has technical resources to support the complete solution
- Technical staff capable and skilled in workflow and integration

**Ability to Grow**

- Be fiscally responsible with potential to expand revenue year over year
- Plan their Epson revenue and target growth rates

Epson reserves the right to approve or disapprove any application in its discretion. Epson also reserves the right, from time to time, to change its Authorization Program, the criteria, re-evaluate whether criteria have been met, and the right to terminate any program or authorization at any time.

To expedite the verification process, Epson asks Resellers to review the terms of the Authorized Reseller Agreement included with this application and to sign it electronically. By signing and submitting the Partner Application Form, your company certifies that the information in the application is true and agrees to the terms and conditions for being considered for authorization as well as maintaining authorization. Your company acknowledges receipt of Epson's Unilateral Price Policy ("UPP") attached. The UPP sets the minimum resale prices for certain Epson Products.

**PLEASE RETURN THIS ELECTRONICALLY SIGNED AND COMPLETED APPLICATION TO YOUR EPSON ACCOUNT MANAGER.**

**Your Company** (If multiple locations, list headquarter information and list branch information on separate page)

Business Address \_\_\_\_\_

City		State/Province		ZIP/Postal Code
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[illegible]

Executive Email		Executive Phone	
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Primary Name		Title	
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Primary Email  Business Phone

Federal Tax/GST/HST#		DNB Number	
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Years in Business	
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Number of employees		Inside Sales		Field Sales	
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Primary Territory	# of Locations	% eCommerce

Website(s) (list all URL's)	
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Total Annual Revenue \$		Epson Revenue \$	
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Have you Sold Epson Products?		Which?	
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Do you sell on 3<sup>rd</sup> party marketplaces? ☐ Which? ☐

Do you sell Epson competitor products? ☐ Which?

<input type="checkbox"/> Consumer Electronics & Appliances	<input type="checkbox"/> Internet/Catalog	<input type="checkbox"/> Photo Specialty
<input type="checkbox"/> VAR/ Systems Integrator	<input type="checkbox"/> Distributor	<input type="checkbox"/> Managed Print Svcs
<input type="checkbox"/> Drug/Grocery	<input type="checkbox"/> Office Supplies	<input type="checkbox"/> Other (Describe) <input type="text"/>
<input type="checkbox"/> Label Converter	<input type="checkbox"/> OEM or Manufacturer	

<input type="checkbox"/> Small/Medium Businesses	<input type="checkbox"/> Consumer/Home	<input type="checkbox"/> Government
<input type="checkbox"/> Large/Corporate Businesses	<input type="checkbox"/> Education	<input type="checkbox"/> Financial
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Restaurant/Hospitality	<input type="checkbox"/> Label Conversion
<input type="checkbox"/> Industrial Manufacturing	<input type="checkbox"/> Food Processing/Mfg	<input type="checkbox"/> Life Sciences/Nutraceuticals
		<input type="checkbox"/> Other (Describe) <input type="text"/>

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Describe your strategy for driving Epson revenue:

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Provide Revenue Projections for Epson products for the next 3 years

Year 1	Year 2	Year 3

Provide context for your Epson Revenue projections.

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Describe Value Added Services you provide your customers (e.g. Software Development, Integration, Pre & Post Service & Support, Installation)

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Describe your Sales and Service and Support Organization:

Outside Sales Reps on Staff	Inside Sales on Staff	Technical Support Staff	On Site Service Staff	Other (Please describe)

**Signing instructions:**

To complete this application, the applying company must have an authorized representative sign in the space below. By selecting “[I Accept/Agree]” button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this Agreement. By selecting “[I Accept/Agree]” using any device, means or action, you consent to the legally binding terms and conditions of this Agreement and represent and warrant that all information is true and correct. You further agree that your signature on this document (hereafter referred to as your “E-signature”) is as valid as if you signed the document in writing.

To complete this application, the company must also have an authorized representative sign the Epson Authorized Reseller agreement found on the following pages. Please sign on page 7 and complete the URL section on page 10. By signing, the company agrees that the Reseller Agreement shall apply between the company and Epson, if Epson accepts the company into the Epson Advantage Partner Program. Epson reserves the right in its sole discretion to accept or decline any application.

Authorized Name	<input type="text"/>	Authorized Signature	<input type="text"/>
Title	<input type="text"/>	Date	<input type="text"/> I Accept/Agree <input type="checkbox"/>

**Epson America, Inc.**

**North America**

**Authorized Reseller Agreement (Indirect)**

THIS AGREEMENT is made effective the date of its execution (the "Effective Date"), by and among Epson America, Inc., a California corporation with principal offices at 3840 Kilroy Airport Way, Long Beach, California 90806 ("Epson"), and the "Reseller" which has executed this Agreement. This Agreement describes the rights and obligations of Reseller and Epson with respect to the appointment of Reseller as an authorized reseller of the Products. Reseller and Epson each acknowledge that the following terms and conditions are essential to maintaining the viability of Epson's distribution network for the Products and insuring the success of its Authorized resellers. Epson and Reseller are each sometimes referred to herein as a "party" and collectively as the "parties." The parties agree as follows:

Definitions.

- a. Products: The ("Product(s)") shall mean the Epson brand(s) products and related equipment and accessories listed on Schedule A, which Epson may in its sole discretion add or remove.
- b. Territory: The ("Territory") shall mean the United States of America and/or Canadian Provinces as designated by Epson in writing, which may be changed by Epson in its sole discretion.
- c. End-User: An ("End-User") shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- d. Transship: ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
- e. Licensed IP: The ("Licensed IP") shall mean the trademarks, tradenames, product images, and/or marketing banners provided by Epson in writing in the approved image or form provided by Epson.

1. Appointment. For the term of this Agreement, Epson appoints the Reseller as a non-exclusive authorized reseller of the Products to End-Users within the Territory as set forth in Schedule A. Authorization for certain Epson products does not result in authorization for all Epson products unless specifically listed on Schedule A.

2. Internet Advertising and Sales. Without separate execution of the Epson Internet Sales Addendum, Schedule C, the Reseller is expressly prohibited from advertising for resale and/or selling the Products on the Internet. Reseller may advertise the price of the Products only on approved websites owned by Reseller.

3. Transshipping. Reseller shall not Transship the Products. Specifically, it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Epson, which Reseller purchased or obtained from a source other than directly from Epson or an Epson Authorized Distributor. Reseller shall not obscure or alter in any fashion the serial number on any Product or its packaging.

4. Geographic Sales Boundary. Reseller may only sell and advertise for sale the Products within the Territory. Epson hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.

5. Intellectual Property. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users subject to the restrictions and limitations and guidelines set forth in Schedule B.

6. Reseller Obligations. During the term of this Agreement, Reseller shall: maintain a minimum annual sales as set forth in a separate program letter, display, promote, demonstrate, market, and sell the Products; maintain qualified personnel with knowledge of the specifications, features and use of the Products; provide quality post-sale support for all End-Users that purchase the Products; not sell non-genuine ink for use in Epson printers; furnish Epson, on a timely basis, with sales forecasts, inventory reports, sales-out reports, financial information, and other reports and information pertinent to Reseller's performance and qualifications for programs, as Epson may request from time to time; notify Epson immediately of any complaints, charges, product-safety issues or claims concerning Epson or the Products; preserve and enhance the reputation and goodwill of Epson and the Products and avoid any illegal or unethical actions, including without limitation "bait and switch" practices; and conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation or ordinance; promptly notify Epson if any information contained in the Authorized Reseller Application has changed. Reseller agrees not to engage in any unfair trade practices. Reseller shall indemnify and hold Epson harmless from any cost or liability, including costs of litigation and attorney's fees as may be incurred in defending any civil, criminal, or administrative action brought against Epson, its officers, employees, or agents of Epson that may result from a violation of this paragraph.

7. Programs. Epson may, from time to time, offer Reseller incentive programs pursuant to a program letter separate from this Agreement ("Program Letter"). Any claims related to such programs shall be calculated and paid in accordance with such program letter, subject to Resellers compliance with all the terms thereof. Reseller understands that time is of the essence with respect to the submittal of all claims under any program letter, and failure to submit a claim within thirty days following the date on which the incentive becomes effective shall result in a waiver and forfeiture of any right to such incentive. Epson reserves the right to audit Reseller in connection with any Program Letter.

8. Term. This Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date (the "Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term").

9. Termination. This Agreement may be terminated as follows: by Epson immediately upon written notice to Reseller in the event of a breach by Reseller of Sections 2, 3, 4, 5 or 6 of this Agreement; by Epson or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party; immediately upon a change in ownership as set forth in Section 20 below; or by either party upon a continuing force majeure as set forth in Section 28 below.

10. Limited Warranty, Exclusive Remedy, and Limitation of Liability.

a. Limited Warranty. Epson warrants that the only warranty extended to Reseller or Reseller's customers for Epson Products is Epson's standard limited warranty statement that accompanies each Product (the "Limited Warranty"). All terms, conditions and limitations of such warranty are set forth in the product documentation or on Epson's website. EPSON MAKES NO WARRANTIES EXCEPT AS STATED IN THIS SECTION. EPSON DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Exclusive Remedy. Epson's exclusive remedies for breach of the warranty in Section 10a are set forth in the Limited Warranty as set forth therein, and Epson will (at its option) repair or replace any such defective Product in accordance with the terms in the Limited Warranty. The Limited Warranty applies only in the United States or Canada (depending on which country the product was sold), only under normal use, conditions and service, only to Products returned for inspection within the warranty period, and only if inspection discloses that the Product has not been altered or repaired improperly, or been subject to misuse, improper maintenance, negligence, accident, or had its serial number or any part altered or removed. Epson reserves the right to inspect Products under warranty claim at Reseller's facility. Reseller shall bear all freight charges for warranty claim Products returned to Epson. Epson shall bear all freight costs for Products returned or replaced.

c. Limitation of Liability. EVEN IF EPSON CANNOT OR DOES NOT REPAIR OR REPLACE ANY DEFECTIVE PRODUCT AND RESELLER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, EPSON'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE PRODUCT. EXCEPT AS PROVIDED IN THIS SECTION, EPSON SHALL HAVE NO LIABILITY FOR GENERAL DAMAGES. EPSON SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, OR FOR STRICT LIABILITY, PRODUCTS LIABILITY OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.

11. Indemnification. Reseller shall defend and hold Epson harmless in any court action or other proceeding arising out of or resulting from (i) Reseller's (or its agents' or representatives') acts or omissions relating to its marketing, sale, or support of Products or relating to this Agreement, or (ii) the combination of the Product with any hardware or software not supplied by Epson, or the unauthorized use or modification of any Product or unauthorized repair.

12. Entire Agreement. This Agreement, the attached Schedules, any Program Letters, Epson's written invoices, and any and all personal guarantees or assurances of payment set forth in Epson's Credit Application set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

13. Repurchase Option. Immediately upon the occurrence of termination of this Agreement, dealer agrees to provide Epson with a list of its inventory of the Products. Epson, at its option, will have the right to repurchase from Reseller any or all of the Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from the effective date of expiration or termination or the date Epson receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which Reseller originally purchased the Products, less any discounts or allowances that Epson may have given Reseller on account of such Products. Products that are not in original sealed cartons or that have been used, as demonstration stock will be subject to our standard restocking fee of 15%.

14. Change in Ownership. If Reseller transfers or disposes of all or substantially all of its business and/or the Retail Locations by way of a sale of assets or stock, or through a merger or similar type of transaction, or if Reseller is a privately-owned business and there is a change in senior management, then this Agreement shall terminate immediately without notice. The new owner(s) or manager(s) of Reseller shall have no rights under this Agreement and shall not market, advertise, and/or offer for sale Products until and unless such new owner(s) or manager(s) first apply to and become authorized by Epson as an "Authorized Reseller."

15. Changes by Epson. Epson reserves the right at any time to discontinue the production, sale or distribution of any of its Products, to change the design of its Products and any parts thereof, and to change its service, warranty, price, or other policies, without advance notice or obligation to the Reseller of any kind whatsoever. Reseller agrees that it shall have no claim against Epson or any of its agents or affiliates for failure to furnish such Products, whether or not such Products are of a model, design or type previously sold.
16. Unilateral Policy. Reseller acknowledges that Reseller has been informed of Epson's Unilateral Policy as it applies to the advertisement and/or sale of certain Epson Products from Resellers to End-Users in the Territory. There is no agreement, express or implied, between Epson and Reseller with respect to the advertised or resale pricing of Products subject to the Unilateral Policy. If any director, officer, employee, representative, or other agent of Epson tries to coerce Reseller to agree to the price at which Reseller advertises or resells Epson Products subject to the Unilateral Policy, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Epson's Policy Coordinator at UP@ea.epson.com.
17. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Los Angeles County, State of California or the United States District Court in the Central District of California, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of California and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.
18. Confidentiality. The parties anticipate that they may disclose confidential information to each other from time to time while this Agreement is in effect. Any such information specifically designated as confidential, shall be used solely for the purpose of facilitating sales by Epson to Reseller, and shall be protected by the recipient from disclosure to third parties with the same degree of care as that which is accorded to its own proprietary information, but no less than a reasonable degree of care. Information will not be subject to this provision if it is or becomes a matter of public knowledge without the fault of the receiving party, if it was a matter of written record in the receiving party's files prior to disclosure of it by the other party, if it was or is received by the receiving party from a third person under circumstances permitting its lawful disclosure, or if it is demonstrated to have been independently developed by the receiving party.
19. Amendments & Waivers. Except as otherwise set forth in this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver. Epson may amend or modify any Schedule in this Agreement by providing notice to the Reseller, and any such amendment or modification shall become effective immediately upon delivery of such notice.
20. Assignment. This Agreement shall not be transferred or assigned by Reseller, in whole or in part, nor shall Reseller delegate or sublicense any of its rights or obligations hereunder without the prior written consent of Epson. Any change in ownership of Reseller whether through the sale of its stock, a merger, reorganization, or sale of its assets, in a single transaction or a series of related transactions, shall be deemed a transfer entitling Epson to terminate this Agreement without notice.
21. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement. If any provision (or part thereof) of this Agreement shall be deemed invalid or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect to the maximum extent consistent with the intent of the parties.
22. Remedies. In the event of non-payment by Reseller, the Reseller shall be responsible for Epson's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain full payment. Notwithstanding any statutory provision to the contrary, the Reseller must bring any alleged claims against Epson arising under or related to this Agreement or its termination within ninety (90) days of the claim arising or any such claim shall be waived.
23. Ineffectiveness Clause. Should a provision in this Agreement be or become ineffective, the effectiveness of all other terms shall not thereby be affected. Ineffective terms shall be replaced by legally valid provisions, which best reflect the requisite commercial intent of the parties.
24. Independent Entities; No Franchise Relationship. Nothing contained herein shall affect, modify or change the fact that Epson and Reseller are separate legal entities and are not representatives or agents of each other. Reseller specifically acknowledges that this Agreement does not create any agency or franchise relationship and that no direct or indirect fee has been paid by Reseller in connection with the establishment of this buyer/seller relationship. This Agreement does not create a joint venture, partnership and/or agency relationship. Epson shall bear no responsibility, directly or indirectly, for the Retail Locations or for the transactions made through said Retail Locations.

25. Survival. The following sections of this Agreement shall survive the expiration and termination of this Agreement; 10, 17 and 18.

26. Notices. Notices under this Agreement shall be in writing and shall be deemed given on the day of any email transmission or three (3) days after mailing.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. Force Majeure. Neither Epson nor Reseller shall be held liable or in default for failure of performance for any cause beyond their reasonable control such as, for example, acts of God, declared or undeclared war, fire, flood, interruption of transportation, embargo, insurrections, accident, explosion, governmental orders, regulations, restrictions, priorities or rationing, any strike, lockout or other labour troubles interfering with the production or transportation of the Products or interference with the supply of raw materials for production of the Products. If the force majeure in question prevails for a continuous period in excess of three (3) months, either party shall be entitled to give notice in writing to the other party to terminate this Agreement, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement shall terminate on the termination date set out in such notice.

29. Consent to Electronic Deliveries and E-Signature. The parties agree that this Agreement and all notices and disclosures made or given in connection with this Agreement may be created, executed, delivered and retained electronically. Specifically, the parties agree that this Agreement and any related documents may be signed electronically, and that the electronic signatures appearing on this Agreement or any related documents shall have the same legal effect for all purposes, including validity, enforceability and admissibility, as a handwritten signature. If Reseller prefers manual/handwritten execution, it may request a paper version of the Agreement or other documents by contacting Epson. Reseller may withdraw consent to submit communications via email at any time, however, this action may delay processing. If you wish to revoke consent, please contact Epson at its principal offices attention Epson Director, Sales Operations.

IN WITNESSWHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date:

EPSON AMERICA, INC. ("Epson")

("Reseller")

Authorized Name

Company

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Address for Notices:

Epson America, Inc.

("Reseller")

3840 Kilroy Airport Way

Company Name

Long Beach, CA 90806

Address

Attn: Legal Counsel

City, ST, Zip

Fax: 562-290-4313

Phone

## **SCHEDULE A**

### **Business InkJet Products**

**(may be updated at Epson's sole discretion)**

**Authorized Products: Epson Printers as listed and updated from time to time**

Some products within each Product Family may be subject to a Unilateral Price Policy. Please refer to Schedule D for details.

### **Product Families**

#### Business

- WorkForce Pro

#### Consumer

- Expression
- WorkForce
- WorkForce Wide Format
- WorkForce Wide Format Mono

#### EcoTank

- Expression
- WorkForce
- WorkForce Pro



## **SCHEDULE B**

### **Using Epson America, Inc. Intellectual Property**

As an Epson Authorized Reseller, you will benefit from the fame and inherent value signified by the Epson brand name and our various product trademarks. In addition to being under agreement to use Epson trademarks properly, it is in your best interest to assist in protecting the Epson marks by using them properly in all advertising and promotional materials.

#### **A. Restrictions and Limitations.**

(i) Reseller may not use the Licensed IP on the Internet unless approved by Epson (except to identify itself to consumers as an "Authorized Reseller of Epson Products," using the format provided or approved by Epson) and Epson may revoke such consent upon reasonable notice to Reseller.

(ii) Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Epson; (b) not modified in any manner without the prior written consent of Epson; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (d) displayed according to specifications which Epson may provide or amend from time to time.

(iii) Reseller shall perform all acts requested by Epson to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any of Epson's trademarks.

(iv) Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of Epson. Reseller shall not do anything inconsistent with Epson's ownership of the Licensed IP, including, but not limited to, using, causing or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Epson's title to or rights in the Licensed IP.

(v) Reseller shall not use the Licensed IP in a manner that disparages Epson or the Products, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays Epson or the Products in a false, competitively adverse or poor light.

(vi) Except for a sixty (60) day sell-through period from the date of termination of this Agreement, upon termination of this Agreement Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an authorized reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to Epson all Confidential Information (as defined in Section 19 below) including, but not limited to, all documents and information concerning prices, marketing, advertising and promotional activities.

(vii) Reseller shall promptly inform Epson of any action or conduct of any person which may infringe upon any of Epson's intellectual property rights. Epson shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Epson. Reseller shall cooperate fully with Epson in connection with any legal action taken by Epson in connection with any such infringement.

B. The following guidelines must be followed when using all trademarks owned by Epson. These guidelines are in addition to all other Epson Trademark and Brand Guidelines.

- Reseller shall not use or register any Internet domain name containing any intellectual property, and shall submit to Epson for approval in advance true and complete copies of all World Wide Web pages which contain or refer to any intellectual property owned by Epson, and shall not use such intellectual property on its website without such prior approval.
- Reseller shall not, without express written permission from Epson purchase Epson's intellectual property through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
- The marks must be reproduced exactly from camera ready artwork provided by Epson.
- If the Epson logo appears on the Reseller's stationery or business cards, the words "Authorized Reseller" must follow it. This can be accomplished by using the "Epson Authorized Reseller" artwork provided by Epson.
- There must be no confusion with which entity the customer is dealing. The Reseller's name must be the most prominent name on the page. The Epson logo may not be the only source identifier on the page. The Epson logo trademark may not appear at the top of the page.
- The Epson logo trademark must not be used in combination with another company mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.

## **SCHEDULE C**

### **Epson Internet Sales Addendum**

1. **Internet Appointment.** Epson grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory solely on the Internet URL locations listed below:

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2. **Prohibited Marketplaces.** Reseller shall be allowed to sell or advertise Products only on Internet marketplaces approved by Epson. However, Reseller shall never sell on the prohibited marketplaces, including but not limited to: eBay.com, Amazon.com, Sear.com, Craislist.com Overtstock.com, or any website related to these websites.

3. **No Extra-Territorial Online Sales.** Reseller shall not sell Products to End-Users located outside the Territory, by means of any Internet URL location or otherwise. All Epson Products must ship only to addresses within the authorized Territory of the Reseller.

4. **URLs/Domains.** Reseller's domain(s) and URL(s) must not contain the words Epson, including any variation or combination of these words or trademarks with each other or with other words. Examples of Prohibited Domain Names and URLs: www.joesEpsonheadquarters.com; or [www.joesEpsonshop.net](http://www.joesEpsonshop.net). Exception: Trademarks authorized by Epson for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example: www.joesshop.com/epson.htm is allowed; whereas www.joesshop.epson.com/epson.htm is prohibited.

5. **Website Content and Online Advertisements.**

a. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other on-line marketing used or paid for by Reseller is in any way related to the official Epson website owned and operated by Epson.

b. Reseller may not use Google AdWords' Dynamic Keyword Insertion or any similar search tool when bidding on any Authorized Marks or any trademark used or owned by Epson. All Authorized Marks in the Reseller's ad text must appear with the correct spelling and capitalization.

c. Reseller must not use superlatives to describe the quantity of Epson inventory, the pricing of Epson Products, or the Epson online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller. Examples of Prohibited Phrases: Phrases such as "largest available online offering of Epson", "lowest prices – Epson" or "best Epson website" are prohibited.

d. Reseller must accurately describe Epson Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as "Epson ® products". They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as Epson or EPSON and used in conjunction with the ® or ™ designation as directed by Epson.

e. Reseller must use only those Product images, marketing banners and video clips provided or authorized in writing by Epson within the two (2) most recent calendar years ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

f. Reseller must not partner with any third party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g. forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any Epson trademark used or owned by Epson or any common misspelling or confusingly similar trademarks is strictly prohibited.

8. Page Title / Title Tags. Page title/title tag refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Authorized Marks may be used in the page title/title tag of any website page used or owned by Reseller and such use is limited to once per page title/title tag. No variations, misspellings, prefixes, suffixes or hyphenated extensions of the Authorized Marks are allowed. Other words may be used in conjunction with the Authorized Marks in the page title/title tag so long as such words do not violate any other provision of this Addendum.

9. Customer Service. Reseller must have a physical street address and a landline telephone number for contact by its customers and must advise customers on its website of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient. Reseller must provide the capability for customers to place their orders fully and completely through Reseller's website. Reseller shall not require customers to use telephone calls, faxes and/or hard-copy correspondence to complete their orders nor permit orders to be fulfilled only through telephone calls, faxes and/or hard copy correspondence. Reseller's website must be a secure site for customer transactions. Reseller must have a mechanism in place for confirming to the ordering customer each order placed through its website and when each order was shipped to the destination designated by the ordering customer. Reseller must display its policies and procedures for customer returns, refunds and exchanges on its website. Reseller's website must clearly and conspicuously set forth that: (a) Reseller, and not Epson, is making the sale to the customer and (b) the terms and conditions directly and indirectly applying to returns, refunds and exchanges by customers are those of Reseller, and not Epson. Reseller must provide its own facilities and personnel to address and resolve all Product exchange, refund or return requirements. Reseller shall adhere to and comply with all pertinent Laws, regulations and ordinances applicable to taking orders or conducting business over or through the Internet.

10. Compliance. Reseller must copy and distribute this Schedule to each of its employees who are involved in Internet sales. Reseller must establish policies and procedures that will ensure compliance with this Addendum and must take affirmative steps to ensure compliance with this Schedule. Epson has the sole, complete and final discretion to determine if Reseller has complied with this Schedule. Any violation of this Schedule as determined by Epson in its sole, complete and final discretion may, in Epson's sole, complete and final discretion, result in the suspension or termination of Reseller's authority to use the Authorized Marks in sponsored links, to display the Authorized Images on its website or to sell Epson Products via the Internet.

11. Breach. Any violations of the terms of this Schedule shall be deemed a breach of the Agreement, entitling Epson to terminate either one or both of the Schedule and the Agreement immediately, and to remedies available in the Agreement.

## **SCHEDULE D**

**Epson America, Inc.**

**UNITED STATES**

### **Unilateral Price Policy**

Effective October 26, 2015

We recognize that our high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our resellers' efforts, Epson America, Inc. ("Epson") wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from Epson resellers.

In order to successfully compete in the marketplace and to maintain its premium brand image, Epson has announced this Unilateral Policy. Under this Policy, all sales of products set forth in Epson's Unilateral Price Grid (attached hereto) by Authorized Premium Resellers inside the United States shall be subject to this Unilateral Policy.

Epson reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the products covered, and/or the minimum resale and/or advertised prices. This policy, as may be amended, replaces and supersedes any prior policy.

This policy does not restrict the Authorized Premium Reseller's right to establish independent advertised or resale prices of Epson products. Epson reserves the right to determine whether an Authorized Premium Reseller has advertised or sold Epson's products at a net price less than the minimum resale price established in this Unilateral Policy. Upon such determination Epson may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Authorized Reseller.

This policy has been unilaterally adopted by Epson. Epson neither solicits nor will it accept assurances by an Authorized Premium Reseller of acquiescence with this policy. Nothing in this policy shall constitute an agreement between Epson and any Authorized Premium Reseller of compliance with this policy. The Authorized Premium Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. Epson will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified, or amended for any Authorized Reseller.

**Epson's sales personnel have no authority to modify or grant exceptions to this policy. All questions regarding this policy should be directed only to the Epson Policy Coordinator at [UP@ea.epson.com](mailto:UP@ea.epson.com).**

The following are examples only of what Epson shall not consider acquiescence with Epson's Unilateral Policy:

- Combining a Product(s) from Schedule A with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other
- The issuance of non-Epson announced rebates (in any form) on a Product(s) listed in Schedule A
- In-cart pricing lower than minimum resale price shall not be considered acquiescence. In addition, advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," "Why we do not show a price?" or a price that is struck through, no price listed or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in Schedule A, shall not constitute acquiescence with Epson's Unilateral Policy.
- Rewards programs resulting in immediate discounts in cart or at register

The following are examples only of what Epson shall consider acquiescence of Epson's Unilateral Policy:

- The offer of free shipping or financing on product(s) in Schedule A
- The offer of a gift card or rewards programs redeemable for value on a future purchase with the purchase of product(s) in Schedule A.

**Epson America, Inc.**

**UNITED STATES**

**Unilateral Price Policy**

**Schedule A: Unilateral Price Grid**

**Prices Effective May 14, 2017**

Product Code	Product Description	Minimum Advertised or Resale Price
C11CE91201	Expression ET-2550	\$239.99
C11CF47201	Expression ET-2650	\$299.99
C11CF73201	Expression ET-3600	\$399.99
C11CF49201	WorkForce ET-16500	\$999.99
C11CE90201	WorkForce ET-4500	\$349.99
C11CE71201	WorkForce ET-4550	\$499.99
C11CE69201	WorkForce Pro R4640	\$1,199.99

\*US Dollars

## Epson Canada Limited

### CANADA

## Unilateral Price Policy

Effective October 26, 2015

We recognize that our high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our resellers' efforts, Epson Canada, Ltd. ("Epson") wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from Epson resellers.

In order to successfully compete in the marketplace and to maintain its premium brand image, Epson has announced this Unilateral Policy. Under this Policy, all sales of products set forth in Epson's Unilateral Price Grid (attached hereto) by Authorized Premium Resellers inside Canada shall be subject to this Unilateral Policy.

Epson reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the products covered, and/or the minimum resale and/or advertised prices. This policy, as may be amended, replaces and supersedes any prior policy.

This policy does not restrict the Authorized Premium Reseller's right to establish independent advertised or resale prices of Epson products. Epson reserves the right to determine whether an Authorized Premium Reseller has advertised or sold Epson's products at a net price less than the minimum resale price established in this Unilateral Policy. Upon such determination Epson may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Authorized Reseller.

This policy has been unilaterally adopted by Epson. Epson neither solicits nor will it accept assurances by an Authorized Premium Reseller of acquiescence with this policy. Nothing in this policy shall constitute an agreement between Epson and any Authorized Premium Reseller of compliance with this policy. The Authorized Premium Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. Epson will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified, or amended for any Authorized Reseller.

**Epson's sales personnel have no authority to modify or grant exceptions to this policy. All questions regarding this policy should be directed only to the Epson Policy Coordinator at [UP@ea.epson.com](mailto:UP@ea.epson.com).**

The following are examples only of what Epson shall not consider acquiescence with Epson's Unilateral Policy:

- Combining a Product(s) from Schedule A with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other
- The issuance of non-Epson announced rebates (in any form) on a Product(s) listed in Schedule A
- In-cart pricing lower than minimum resale price shall not be considered acquiescence. In addition, advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," "Why we do not show a price?" or a price that is struck through, no price listed or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in Schedule A, shall not constitute acquiescence with Epson's Unilateral Policy.
- Rewards programs resulting in immediate discounts in cart or at register

The following are examples only of what Epson shall consider acquiescence of Epson's Unilateral Policy:

- The offer of free shipping or financing on product(s) in Schedule A
- The offer of a gift card or rewards programs redeemable for value on a future purchase with the purchase of product(s) in Schedule A.

**Epson Canada Limited**  
**CANADA**  
**Unilateral Price Policy**  
**Schedule A: Unilateral Price Grid**  
**Effective February 19, 2017**

Product Code	Product Description	Minimum Advertised or Resale Price
C11CE91201	Expression ET-2550	\$349.99
C11CF47201	Expression ET-2650	\$399.99
C11CF73201	Expression ET-3600	\$529.99
C11CF49201	WorkForce ET-16500	\$1,199.99
C11CE90201	WorkForce ET-4500	\$499.99
C11CE71201	WorkForce ET-4550	\$599.99
C11CE69201	WorkForce Pro R4640	\$1,399.99

\* Canadian Dollars