

PANASONIC AUTHORIZED RESELLER PROGRAM DEAL REGISTRATION PROGRAM GUIDELINES

EFFECTIVE APRIL 1, 2017

Panasonic System Communications Company of North America ("PSCNA") Deal Registration is intended to be a simple, classic deal registration program to aid eligible resellers to close hard-earned business.

1. **Eligibility.** Only an authorized PSCNA reseller company or equivalent ("reseller") may participate in this program.
2. **Deal Definition.** A deal is a specific end user need that may be satisfied by PSCNA products. The products employed and the quantities may change. The reseller should make every effort to submit an accurate description of the end user need and the products at the proper quantities to satisfy it.
3. **Submission.** Reseller shall complete and submit the deal registration request ("request") online form accurately and in its entirety for review. The request must be received 30 days in advance of any bid, RFP, RFQ or request for final pricing specified with a Panasonic product. This 30 day advance submittal requirement applies to all Panasonic products.

By submitting an application for deal registration, reseller certifies that it will comply with all laws, licenses, permits, and regulations, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the Products are to be sold or used (collectively "Applicable Laws"). CHANNEL PARTNER WILL INDEMNIFY AND HOLD PANASONIC HARMLESS FOR ANY VIOLATION BY THE CHANNEL PARTNER OF ANY APPLICABLE LAWS.
4. **Request Review.** The Panasonic salesperson responsible for the end user ("opportunity manager") will review the request.
5. **Working Approval.** The request will be approved if the opportunity manager is not aware of the opportunity, or is aware of it only because the reseller brought it to them. In addition, reseller must demonstrate level of engagement with the end user relative to the opportunity through the deal registration submittal form and through any requests for information from Panasonic.
6. **Full Approval.** A request becomes fully approved once the special pricing letter containing the deal registration pricing advantage is transmitted to distribution. A conditionally approved request should result in a special pricing letter unless grounds for request revocation exist.
7. **Pricing Advantage.** A fully-approved request provides the reseller with the lowest deal-specific Panasonic-issued special pricing. The size of the pricing advantage will differ by product. The pricing advantage is set as a percentage and is created via a pricing letter to distribution. The percentage is taken off of the standard pricing at which distributors purchase Panasonic equipment.
8. **Revocation.** Resellers are expected to make a good faith effort to actively develop and close the opportunities they register. Well-documented deviations from this standard may result in request revocation following the review of the Deal Registration Program Administration Team. Panasonic reserves the right to revoke a previously approved request under the following conditions:
 - a. **Working Approval Stage.** Panasonic may revoke working approvals when:
 - i. Further review of the sales database produces evidence that the registered opportunity had been captured in the database prior to reseller request receipt.
 - ii. Reseller fails to respond to repeated system-generated requests for deal updates.
 - iii. Reseller fails to demonstrate sufficient customer engagement to close the deal.
 - iv. Reseller fails to maintain sustained effort toward deal closure.
 - b. **Any Stage.** Panasonic may revoke an approval at any stage when:
 - i. End user indicates that they are unwilling to do business with the reseller.
 - ii. End user would prefer a transaction method (e.g. government contract) that would make the reseller unable to participate.
 - iii. Reseller behavior materially jeopardizes the opportunity.
 - iv. Final deal value falls below the minimum deal size required for deal registration.
 - v. Reseller bids a direct competitor's product in the place of or in addition to the Panasonic product for an RFI, RFP, RFQ or equivalent.
 - vi. Reseller submits inaccurate or incomplete information.

9. **Minimum Deal Size.** The minimum deal size to qualify for deal registration is \$35,000 unless otherwise specified for the specific product category (exceptions listed below). PSCNA will use the suggested retail pricing (SRP) to calculate total deal value. Deals containing products from different levels / multiple product categories must achieve the highest minimum deal size.
 - a. **Scanners:** Deals involving scanners must exceed \$20,000 in deal value.
 - b. **Professional Video:** Deals involving professional video products must exceed \$3,000 in deal value.
 - c. **Visual Systems:** Deals involving visual systems must exceed \$25,000 in deal value. Deals involving visual systems SKUs classified as "Open Products" must exceed \$100,000 in deal value.
 - d. **Business Communications Solutions:** Deals involving business communication solutions (BCS) must exceed \$20,000 in deal value.
 - e. **Computers & Tablets:** Minimum deal size reduced for Computers & Tablets Prime Program resellers

Complete authorization and deal registration details by product category available in the specific Program Requirements and Benefits Guidelines.

10. **Large Deals.** Deals greater than \$500,000 may be subject to special requirements and pricing advantage modification. The Panasonic salesperson managing the deal will communicate any modifications.
11. **Product Limitations.** Only eligible main units and key components will be figured into the minimum deal size calculation.
12. **Products.** Reseller may only register products in the product categories it is authorized to sell. A complete list of eligible products and pricing advantages is found in the PSCNA Deal Registration Eligible Products List located on the Panasonic Partner Portal.
13. **Deal Scope.** Reseller may only register opportunities at a specific end user, but not the entire end user company.
14. **No Competitive Brands.** Resellers offered the pricing advantage may only bid Panasonic product for the specific RFI, RFP OR RFQ, not other competitive brands.
15. **Expiration & Extensions.** The request will have an expiration date no longer than six months from original date of the request. Projects with rollout schedules extending beyond six months must be defined in the initial request. The reseller may request a six-month extension to any approved request. To qualify for an extension, the reseller must have demonstrated significant sustained effort toward the development and closure of the deal. Reseller performance level will be reviewed each six months. Poor performance will result in failure to extend the request.
16. **Limitations.** Deal registration will not be awarded in certain circumstances.
 - a. **Government Contracts.** Some contracts that involve government entities do not allow for Deal Registration pricing advantages. This includes all reseller owned contracts for public sector, federal, education and state end users as well as Panasonic owned contracts. A reseller may not use the Deal Registration program to receive preferential pricing for the entire contract. If multiple resellers become eligible resources under a contract then individual opportunities within it may be registered. The list of eligible and ineligible contracts resides with the Panasonic Contracts Department. Please contact your Panasonic sales representative for assistance.
 - b. **Large Enterprises.** Some end user companies of significant size will force Panasonic to issue pricing so competitive that deal registration is unavailable.
 - c. **Customer Limitations.** The end user information included in the request must be for the actual owner and user of the product. Customer must be willing and able to purchase from the reseller. Deal registration approval does not constitute an endorsement of the registrant.
17. **Disclosure.** Resellers may not discuss any PSCNA reseller program benefit, including deal registration, with an end user. It is inappropriate to discuss the program requirements, discount levels, or any other program element. All representatives working for a PSCNA authorized reseller company are bound by this requirement.

18. **Conduct.** We expect that each reseller will participate in this program in an honest and good faith manner. Any significant and/or repeated breaches of good faith will result in sanctions including, but not limited to:
 - a. Removal of Deal Registration Access for a Specific Reseller User.
 - b. Removal of Deal Registration Access for an Entire Reseller Company.
 - c. Removal of authorization.
19. **Inquiries.** Reseller may submit an inquiry into Panasonic's decision to the PSCNA Channel Program Manager. Serious inquiries will be researched to evaluate the decision. After the review, Panasonic Channel Leadership will render a final opinion. When necessary, remedies will be provided. Repeated frivolous inquiries will be considered a breach of good faith.
20. **Validation.** Panasonic reserves the right to contact and visit the end user to verify activity completion, information submitted, and installation.
21. **Modification.** Panasonic reserves the right to change or modify this program without notice.
22. **Acceptance.** By accepting these guidelines, the reseller representative agrees to comply with them in their entirety.

CONTACT US

1.877.826.6538/ResellerSupport@us.panasonic.com

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