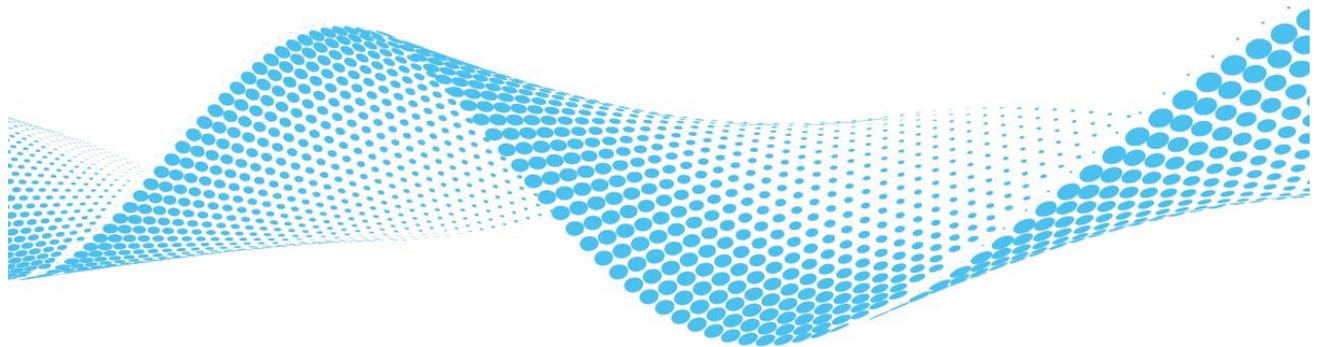


# **Premier Partner MAP Policy Guide**

## **LARGE FORMAT PRINTERS**



**imagePROGRAF**



**CANON U.S.A., INC. (Canon U.S.A.)  
LARGE FORMAT PRINTER PRODUCTS PREMIER PARTNER RESELLER  
MINIMUM ADVERTISED PRICE POLICY  
EFFECTIVE SEPTEMBER 1, 2013**

Canon U.S.A. is committed to promoting its Large Format Printer products and wants Canon Premier Partner Resellers who resell these products to do so as well. To advance this goal, Canon U.S.A. has adopted this Minimum Advertised Price ("MAP") policy for certain Canon Large Format Printer products listed in "Exhibit A" hereto (collectively the "Products"). Products include all such Products purchased from authorized and unauthorized distributors. This policy (the "Policy") is intended to ensure that authorized Canon U.S.A. Premier Partner Resellers of the Products (each a "Reseller"), market the Products effectively and that customers for these Products receive appropriate sales support. The term "Reseller" includes any "dba" it may sell Products under.

Canon U.S.A.'s policy is not to do business with Resellers that advertise any of the Products at prices below MAP or that advertise in any other way that would violate this Policy. MAP is the minimum advertised price at which Resellers can advertise the Products subject to the Policy.

Canon U.S.A. will determine the MAP prices for new Products when introduced, or when existing prices are changed.

**From time to time, Canon U.S.A. may, in its sole discretion, change MAP with respect to any Product, and/or add or delete Products from Exhibit A.**

This Policy applies only to *advertised* prices. Resellers may set and negotiate actual *sales* prices without violating this Policy. The Policy applies to all Resellers of the Products.

1. Advertising is considered all types of advertising in any media, including print ads (such as in newspapers or magazines), radio ads, TV ads, direct mailers, catalogues and direct emails, and all "online advertising." Online advertising specifically includes "shopping carts", "member prices", "logged-in" customer areas, and any communication or display of a price accessible by a search engine, web crawler and/or specialized shopping and pricing engines. Advertising includes any websites or other places accessible by the internet including, without limitation, Auction sites (e.g., eBay and Buy-it-Now) and Marketplace sites (e.g., Amazon and Rakuten). Advertising also includes in-store signage within a bricks-and-mortar store.
2. If an image of a Product is shown in any online advertising, the MAP for that Product must also be shown in that advertising. However, this requirement will not apply to advertising that conveys general information about the Product or the Canon brand for the purpose of inducing the potential customer to seek additional information about the Product or Canon brand, and not to solicit the purchase of the Product directly (e.g., a banner advertisement on a Reseller's website without a price).
3. Advertising in a way that (a) suggests that the Reseller is offering a Product at prices below MAP or (b) otherwise solicits potential customers to place the Product in another stage of an online transaction that ultimately displays a price lower than the MAP, **is a violation** of this Policy.
  - **Examples of such violations include**, without limitation, "prices too low to mention," or "our manufacturer won't let us tell you the price", "click for price", "mouse over for price", a MAP or other price strike-through (example: ~~\$339.00~~), "see final price at check out", or "call for price".
  - Stating a price orally or in writing in response to an end-user inquiry that was not in any way invited, suggested, or solicited by the Reseller is **not a violation** of this Policy.
4. From time to time, Canon U.S.A. may offer special promotions on the Products including, without limitation, Instant Rebate or other Discount Programs tied to MAP. As long as the MAP price is shown along with the Canon authorized rebate or discount amount, advertising such special promotions **is not a violation** of this Policy.
  - Advertising in violation of Instant Rebate or other discount program terms will also constitute **a violation** of this Policy.



5. Advertising “financing” or “free shipping” **is not a violation** of this Policy.
6. Advertising free gift cards with the Products **is a violation** of this Policy.
7. Reseller’s added-value promotions that bundle additional merchandise (such as media) **are not violations** of this Policy.
  - However, the **promotional value of the additional item or items cannot exceed 10% of the MAP price** (value may be rounded up to the nearest whole dollar) for the advertised Product. The advertised price of the Product cannot be lowered to reflect the value of the additional promotional item or items.
8. Two or more Products **may be** featured in the same ad, as long as the advertised price is not below the MAP (or, if two or more Products are advertised at a single bundled price, the combined advertised price is not below the combined MAP for the two or more Products).
9. Notwithstanding anything to the contrary in this Policy, rounding down the price to the nearest dollar, e.g., \$2,999, rather than \$2,999.99, **will not constitute a violation** of this Policy.
10. If an entity that is not authorized by Canon U.S.A., as a Canon Premier Partner Reseller of the Products, advertises a Product in violation of this Policy, then any Reseller that supplies, advertises, or fulfills that Product on behalf of such entity **will be in violation** of this Policy.
11. Resellers with comments or questions may submit them in writing to [iPF\\_MAP@cusa.canon.com](mailto:iPF_MAP@cusa.canon.com). Canon U.S.A. sales personnel have no authority to modify or grant exceptions to this Policy and have no authority to offer or accept any agreements to comply with this Policy.
12. Each Reseller is solely responsible for its compliance with the Policy. Canon U.S.A. will not review ads, websites or other Reseller collateral in advance to determine compliance or otherwise approve any Reseller plans submitted to Canon U.S.A.
13. This Policy has been unilaterally adopted by Canon U.S.A., and it informs Resellers of a unilateral Canon U.S.A. business decision. Canon U.S.A. is not seeking and will not accept agreement from any Reseller to comply with the Policy. It is entirely within the discretion of the Reseller to comply or not comply.
14. If a Canon U.S.A. representative seems to suggest that this Policy applies to the Reseller’s actual sales price, or that there is an agreement between Canon U.S.A. and any Reseller as to its advertised or actual selling price, that is wrong. Please report the incident to [iPF\\_MAP@cusa.canon.com](mailto:iPF_MAP@cusa.canon.com).
15. If Canon U.S.A. learns of a Reseller’s advertising that violates the Policy, Canon U.S.A. will take the action listed in the attached **Suspension Schedule**. These actions are not debatable or appealable and will not be changed based on a Reseller’s commitment regarding future practices. Resellers should not communicate their intentions regarding this Policy to Canon U.S.A.
16. This Policy is for Canon U.S.A. Premier Partner Resellers of the Products only and its terms should be considered confidential and are not to be disclosed or distributed to any third parties.

**Canon U.S.A. greatly values the effort of Resellers to distribute the Products and to support our mutual customers. We are confident that you understand our commitment to customer satisfaction and our need to communicate this Policy clearly and concisely to meet legal requirements and avoid misunderstandings. This Policy including, without limitation, “Exhibit A”, may be terminated or changed by Canon U.S.A. at any time in its sole discretion.**



## **SUSPENSION SCHEDULE FOR RESELLERS**

### **Violation of this Policy by Resellers will result in the following minimum suspensions:**

1. First Violation will result in the suspension of payment of all imagePROGRAF rebates under the Premier Partner program for which Reseller would otherwise be eligible, for **thirty (30) days** from notification by Canon U.S.A. of such violation.
  - A First Violation occurs when the Reseller has advertised a Product model below its MAP.
2. Second Violation will result in suspension of payment of all imagePROGRAF rebates under the Premier Partner program for which Reseller would otherwise be eligible, for **sixty (60) days** from notification by Canon U.S.A. of such violation.
  - A Second Violation occurs when the Reseller has, contemporaneously with commission of the First Violation, or within **eighteen (18) months** after the Reseller has committed the First Violation, advertised the same Product model that was the subject of the First Violation, below its MAP.
3. Third Violation will result in suspension of payment of all imagePROGRAF rebates under the Premier Partner program for which Reseller would otherwise be eligible, for **twelve (12) months** from notification by Canon U.S.A. of such violation.
  - A Third Violation occurs when the Reseller has, contemporaneously with commission of the Second Violation, or within **eighteen (18) months** after the Dealer has committed the Second Violation, advertised the same Product model that was the subject of the First and Second Violations, below the MAP.
4. Fourth Violation will result in **termination of Reseller's authorization as a Premier Partner Reseller.**
  - A Fourth Violation occurs when the Reseller has, contemporaneously with commission of the Third Violation, or within **eighteen (18) months** after the Reseller has committed the Third Violation, advertised the same Product model that was the subject of the First, Second and Third Violations, below the MAP.

A Violation that continues for seven (7) days for print advertisements, seven (7) days for in-store signage, or forty eight (48) hours for online advertisements, after notification by Canon U.S.A., will be considered a *separate* violation.

Canon U.S.A.'s list of Product models is subject to change from time to time in Canon U.S.A.'s sole discretion.

In its sole judgment, Canon U.S.A. may impose suspensions that are longer than the presumptive periods above. Canon U.S.A. may also limit the suspension's applicability to those regions in which the advertising circulated, but limit quantities to what the Reseller can reasonably sell in other regions.



Exhibit A

TM-200

TM-300

TM-300 MFP T36

TM-305

TM-305 MFP T36

iPF670 MFP L24ei

TX-3000

TX-3000 MFP T36

RU-32

TX-4000

TX-4000 MFP T36

RU-42

PRO-1000

PRO-2100

RU-23

PRO-4100

RU-43

PRO-6100

PRO-6100S

SU-21

iPF Consumables (this does NOT include Media or BCI inks)

eCarePAKs