



## mimio® Authorized Reseller Program

mimio (an operating business unit of SANFORD L.P. – A Newell Rubbermaid Company) has developed an Authorized Reseller Program to ensure that our resellers are well informed, trained and competent to sell mimio® Interactive Technologies. This program will provide the tools and support to differentiate you from non-authorized resellers and identify your company as able to provide informed and professional pre and post sales support for mimio technology products and solutions.

As an Authorized mimio Reseller, you are entitled to the following benefits:

- Semi-exclusive sales and marketing territory
- Direct purchase from mimio
- Featured listing as a preferred reseller on the “Where To Buy” section of website.
- Team selling with mimio sales representatives for pre-qualified accounts
- Access to private reseller web site providing sales tools, presentations, data sheets & other sales and marketing materials
- Dealer Kit - customizable sales collateral, product images, artwork, logos etc.
- Special Demo unit pricing on limited number of mimio Interactive, Ink Capture and Pad products
- Special Pricing Demo program on mimio Board products (where applicable)
- Sales leads from trade shows and other mimio marketing programs
- On-line/in-person demo “leads” for territory
- Priority on line demo support
- Priority technical support
- Priority Installation support

The following criteria must be met in order to become an Authorized Reseller

- Must have a minimum of one full-time employee fully trained and certified on all functions of mimio Studio software, plus hardware capabilities of mimio Interactive, Ink Capture and Pad. Must complete a minimum of 3 hours of on-line training and conduct an on-line demo.
- Must be capable of customer site demonstrations.
- Must be willing to perform all on-site evaluations for mimioBoard products. This includes measuring, logistics at location, and securing locations for delivery for all mimioBoards.
- Must offer post sale technical training.
- Must schedule at least 3 joint sales calls with mimio sales team each quarter.

In consideration of the rights granted herein, the Reseller shall at all times while this Agreement remains in effect actively promote and solicit orders for Products, consistent with good business ethics and in a manner that will reflect favorably upon the goodwill and reputation of mimio. mimio holds the right to review performance on a quarterly basis.

Either party may terminate this Agreement for its convenience upon 30 day written notice to the other.

The parties agree to the above terms and conditions as well as those outlined under Reseller Terms and Conditions (page 3).



# Authorized Reseller Program

## Company Profile and Credit Application

Please complete all information. When complete, please scan and email to [mimio-insidesales@mimio.com](mailto:mimio-insidesales@mimio.com), or fax to (617) 902-2062, attn: Inside Sales, Re: Reseller Application

### General Information:

Company Name Federal Tax ID # Valid Resellers Permit #

Contact Title

Street Address

City State Postal Code

Phone Fax email

Website:

### Company Profile – Type:

Corporation: Partnership: Sole Proprietorship:

### List Owners/Officers/Partners (whichever applies):

CEO: Finance/Controller:

### Company Profile – Employees:

Total: Outsides Sales: Inside Sales: Technical: # sales offices:

### What type of Reseller are you? (Circle all that apply)

System Integrator Consultant VAR Mail Order Retail

### Markets Served: (Circle all that apply)

Corporate Education Pro AV Government Engineering IT Other:

### Geographic Coverage: (Circle all that apply / provide address of multiple locations)

Local Regional (list states) National International

Average Revenue: Year Established:

Average Aging on Payables:

Where you currently source mimio products?

A **NewellRubbermaid** Company



## RESELLER TERMS AND CONDITIONS

Delivery: Products shall be shipped to Reseller F.O.B. destination with orders equaling \$10,000 or more. Orders equaling less than \$10,000 will be shipped to Reseller F.O.B. mimio/SANFORD L.P. warehouse.

Returns: Reseller shall obtain a Returned Materials Authorization ("RMA") number from mimio/SANFORD L.P. prior to returning any Products. Reseller may return Defective Products, defined as those which are incomplete, damaged or defective upon receipt and those which contain items that fail to operate properly at any time during the applicable warranty period, for replacement at no charge. mimio/SANFORD L.P. shall bear the costs of shipping replacements for returned Defective Products. Reseller will handle its customers' returns of Defective Products and batch them for return to mimio/SANFORD L.P..

Stock Rotation: No more than once per calendar quarter Reseller may return a quantity of Products having a value of up to 10% of the total dollar value of Products purchased by Reseller during the preceding quarter, provided that: (i) the Products returned are unused, unopened and in merchantable condition, (ii) the Products returned were purchased from mimio/SANFORD L.P. no more than six months previously, and (iii) at the time of return Reseller submits to mimio/SANFORD L.P. a new purchase order with a dollar value at least equal to the value of the Products returned, as a compensating order. Reseller shall bear the costs of shipping for returned Products.

Purchase Price: See current mimio/SANFORD L.P. Direct Reseller Price List

Price Changes/Price Protection: mimio/SANFORD L.P. shall have the right to change the Product price if its cost of providing Products increases or decreases during the term of the Agreement. mimio/SANFORD L.P. shall give Reseller at least 45 days' advance notice. If mimio/SANFORD L.P. increases the price, Products ordered under accepted purchase orders then awaiting fulfillment shall be sold to Reseller at the former price. If mimio/SANFORD L.P. decreases the price, mimio/SANFORD L.P. shall invoice any accepted purchase orders then awaiting fulfillment at the new price and in addition shall issue Reseller a merchandise credit in an amount equal to the difference between the former price and the new price, multiplied by the number of units of Products for which Reseller was invoiced at the former price during the immediately preceding 60 days.

Sales and Marketing Activities: In consideration of the rights granted herein, Reseller shall at all times while this Agreement remains in effect actively promote and solicit orders for Products, consistent with good business ethics and in a manner that will reflect favorably upon the goodwill and reputation of mimio/SANFORD L.P..

Trademarks: Each party hereby authorizes the other to use its trademarks and trade names connected with the Products in the following manner: (i) Reseller may use mimio/SANFORD L.P. trademarks and trade names connected with the Products and with complementary products



sold by Reseller, respectively, on packaging, labels, collateral materials, advertising and other promotional materials for the Products as they are permitted to be marketed hereunder; and (ii) mimio/SANFORD L.P. may use Reseller’s trademarks and trade names in referring to the fact that Reseller is a Reseller of mimio/SANFORD L.P. in corporate-image advertising pieces, corporate background pieces, press releases and the like. In using mimio/SANFORD L.P. trademarks Reseller shall at all times comply with the most current version of mimio/SANFORD L.P. trademark usage guidelines, which will be provided to Reseller by mimio/SANFORD L.P. from time to time.

Initial Term and Renewal: The initial term of this Agreement shall be one year from the Effective Date. At the conclusion of the initial term, the Agreement shall automatically renew for successive one-year renewal terms unless either party gives written notice of non-renewal to the other at least 90 days in advance of the expiration date of the initial term or any renewal term.

Termination of Reseller: mimio/SANFORD L.P. may terminate this Agreement at any time, on ten days’ written notice, if (i) Reseller has purchased less than 80% of its quarterly Target Volume for three consecutive quarters; (ii) Reseller is delinquent by more than ten days beyond the approved credit terms of any invoice; or (iii) Reseller has, in mimio/SANFORD L.P. good-faith judgment, materially failed to market, promote and represent the Products or otherwise to conduct itself as required.

Termination for Convenience: Either party may terminate this Agreement for its convenience upon 30 days’ written notice to the other

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**mimio/SANFORD L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESELLER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_