



Submission Date:

Contact Name:

Company Name:

Company Address:

Contact Email:

Contact Phone:

To best support your marketing needs, VTech recommends a 4+ week lead time (from the actual start date of the activity) to allow sufficient time for campaign development and promotion. The MDF request form allows you to fully detail your proposal for your ICAM's review.

Please note, each field within the form must be completed for your request to be reviewed and considered for approval. Any submissions containing incomplete fields will be returned.

Program Details

Program Start Date:

Program End Date:

Location where program will take place:

Estimated # of attendees:

Type of program: *(Please check the type of program you are requesting MDF funding to support)* A complete list of approved activities can be found in the VTech Channel Partner Program Guide.

Event (tradeshow, seminar)

Training

Advertising

Telemarketing

Email Campaign

List acquisition

Direct Mail

Other

Please provide a detailed description of the above activity:



Product focus: (Check all that apply. Note AT&T and VTech brands cannot be presented together. See brand guidelines for complete details)

AT&T Synapse®

AT&T Syn248®

AT&T SynJ®

AT&T Headsets

Or

VTech ErisStation® Conference Phone with Wireless Mics

VTech ErisBusinessSystem™ 4-Line Office Phone

VTech ErisTerminal™ SIP Phones

Target Audience

SOHO (Small office/ home office, under 5 seats)

SMB (Small to Medium Business, under 500 seats)

Enterprise (500+ seats)

Is there a vertical focus? If yes, please list: _____

Total Program Cost:

MDF amount requested: (Note: VTech provides MDF funding for up to 50% of the total cost of the program)

Estimated Number of Opportunities:

Estimated Revenue from Program:

MDF Program Terms and Conditions

VTech is pleased to provide a Proposal-based MDF Program ("Program") to VTech Channel Program Partners ("Partner") in the United States and Canada. The purpose of this Program is to provide certain marketing funding, as further described herein, ("Funds") to Channel Program Partners for Partners' promotion of VTech's Business phones product portfolio (complete list found in the VTech Channel Partner Program Guide) to generate marketing leads (each such promotional activity an "Activity"). VTech will fund up to fifty percent (50%) of the projected costs, based on actual costs incurred for an Activity. If a VTech approved Activity is cancelled or postponed, the Partner must notify their VTech ICAM in writing and every attempt must be made to provide cancellation notice at least fourteen (14) days prior to the Activity date.

Funds may be used for end user programs only. Examples of activities are:

1. Trade shows
2. Call campaigns
3. Direct mail
4. Digital or print advertising

A complete list of eligible activities can be found in section 4.1.2 of the VTech Channel Partner Program Guide.

Non-Eligible MDF Expenses:

1. Sales contests
2. Promotional merchandise
3. Sales meetings
4. Travel and entertainment
5. Giveaways
6. Golf sponsorship
7. Sales incentives
8. Rebates, special pricing

The terms and conditions set forth herein ("Agreement") shall apply to the program. Partners must agree, via signature on the MDF Request Form, to the following when they submit their program request:

Eligibility. Partner agrees they will be a VTech Channel Program Partner in good standing throughout the duration of the Agreement, as determined by VTech. Partners shall maintain a current Partner profile and promptly notify their VTech ICAM, in writing, of any change(s) that may affect their participation in the Channel Partner Program.

Promotion of VTech Business Phone Products. Partner shall use funds exclusively to promote VTech or AT&T products. AT&T and VTech products cannot be promoted together.

Proof of Performance. Partner shall provide their VTech ICAM with Proof of Performance of activities, outlined in section 4.1.2 of the VTech Channel Partner Program Guide, within thirty (30) days of the conclusion of the activities, including any additional detail requested by VTech (collectively, the "Materials"). Partner invoice, referencing activity number provided to the Partner at time of approval and any supporting documentation outlining the full cost of the Activity incurred by the Partner, as well as any additional requirements as determined by VTech, including but not limited to event photos. VTech reserves the right to deny payment of the funds in part or in full. Any proof of performance not submitted to VTech within the requested time period will result in Partner forfeiture of rights in the Funds. Partner agrees to provide accurate and complete information.

Disbursement of Funds. VTech will pay the applicable funds, in United States Dollars, upon completion of an Activity, provided that all appropriate Materials and tax documentation (as outlined below) have been provided to VTech within the time period required. VTech shall not be responsible to provide the Partner with any funds for any activities that have not been approved and agreed to in writing by VTech in advance of the Partner undertaking the Activities. VTech shall not be responsible to pay the Partner for any amounts above and beyond those agreed to in writing by VTech.

Records. VTech's records and systems pertaining to sales information compiled internally and/or provided by VTech's authorized distribution partners shall be authoritative and conclusive for purposes of determining all compliance under the Program and performing any computation or calculation regarding the Program. All decisions made by VTech are final.

Audit. VTech reserves the right to audit or request verification of any claims submitted.

Tax Liability. Taxes on Funds are the sole responsibility of the Partner. The Partner may be required to provide information to VTech for tax reporting purposes. Failure to provide requested information to VTech within thirty (30) days after acceptance of this Agreement will result in forfeiture by the Partner of the Funds.

Legal Compliance. Partners shall be responsible for compliance with all laws, including, but not limited to, the U.S. CAN-SPAM law and related privacy laws and regulations. Partners will not misappropriate, violate, or infringe any third party's rights (including any right to privacy), or otherwise breach any obligation to end users (including any obligation to not disclose personal information to third parties for direct marketing purposes). Partner's participation in the Program is voluntary.

Third-Party Vendors. VTech may introduce Partners to third-party vendors ("Vendors") that may be available to assist a Partner with an Activity. This introduction is provided to the Partner as a courtesy, and use thereof is voluntary. The Partner is responsible for complying with all applicable laws, including but not limited to CAN-SPAM and the privacy policy. Under no circumstances shall VTech be liable for any direct, indirect, consequential, incidental or special damages arising out of or relating in any way to a Partner's purchase and/or use of any such Vendor's products and/or services.

Administration. The terms and conditions of the Program and the Partner's eligibility to participate therein are at VTech's sole discretion. All decisions made by VTech are final. VTech reserves the right to modify or cancel the Program, or participation by the Partner therein, at any time and without prior notice. If any modification is unacceptable to the Partner, the Partner's sole recourse is to terminate their participation in the Program. If the Partner continues to participate in the Program, that participation will constitute their binding acceptance of the modification. Approval of Activities and disbursement of Funds is in VTech's sole discretion.



Confidentiality. This Agreement and the terms hereof are VTech confidential information, and the Partner shall maintain such information as confidential and shall not disclose such information to any third party, even after termination of this Agreement, unless required by law.

Indemnification. To the fullest extent permitted by law, the Partner shall indemnify, defend, and hold harmless VTech and its subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, or liability (including reasonable attorney or legal fees, expenses and court costs) based upon, arising from, or related to Your failure to comply with all obligations under this Agreement. VTech reserves the right to not pay such Funds in certain circumstances, including, without limitation, if Partner has fails to comply with or certify to VTech all of the terms and conditions of this Agreement.

Miscellaneous. The Partner's participation and use of this Program are subject to and governed by the VTech Channel Partner Program Terms and Conditions as well as any additional requirements of the Program outlined in the MDF Program section of the VTech Channel Partner Program Guide.

I, _____ agree to the above terms and conditions.
Title

Signature _____ Date _____

For complete details on the MDF Program please refer to your VTech Channel Partner Program Guide or contact your ICAM.

For VTech Use Only

1. This request has been approved denied.
2. The total dollar amount approved is _____ based upon 50% match of total marketing dollars spend and/or VTech's evaluation of the potential benefit of the activity.

Signature _____ Date _____