

Alaris (EMEA) Authorised Distributor Rebate Programme Terms and Conditions

A. APPLICABILITY

Kodak Alaris Limited and its affiliates (which shall include any subsidiaries or companies as part of the Alaris group), (collectively, "**Alaris**") offer to Alaris business unit channel partner distributors the Alaris (EMEA) Authorised Distributor Rebate Programme (the "**Programme**"), as part of the broader Alaris (EMEA) Partner Programme. These Programme Terms and Conditions (these "**Programme Terms**"), together with the Alaris (EMEA) Partner Programme General Terms and Conditions (the "**General Terms and Conditions**"), govern participation in the Programme and supersede all applicable previous agreements or terms and conditions, including any previously offered comparable programmes, whether offered as part of a similar scheme or as documented in a written contract.

Rebates will be payable by Alaris (and or any applicable affiliate of Alaris) to the Reseller. Where applicable, Alaris will cause the applicable affiliate to pay any rebate as applicable under these Programme Terms.

B. ELIGIBILITY

The Programme is only open to Alaris channel partners in certain countries qualifying as Authorised Distributors (each, a "**Participant**"), in particular those countries listed on **Exhibit A-D** attached hereto. The rebates pursuant to this Programme **cannot** be combined with any other Alaris offers, promotions or rebates, whether offered directly or indirectly by Alaris. See "Exclusions" below.

Employees and contractors of Alaris, and their respective family members, are ineligible to participate in the Programme. Government employees, and officials, as well as any other individual acting for or on behalf of a government agency or departments are not eligible to participate in the Programme.

Participants are responsible for complying with any law in the applicable jurisdiction in connection with their participation in the Programme.

The Programme and any participation therein is automatically void where prohibited by applicable law.

C. ACCEPTANCE

By participating in this Programme, each Participant agrees:

- a. That it has read, understood and agrees to be bound by these Programme Terms and the General Terms and Conditions; and
- b. That it consents to Alaris' processing and use of personal data, and disclosure of such data to third parties, in accordance with the Kodak Alaris Privacy Policy found at:
<https://www.kodakalaris.com/privacy-policy>.

D. PARTICIPATION

To participate in the Programme, Participants must have submitted an approved and signed by Alaris business plan in the Alaris Partner Portal (the “**Portal**”), which includes an annual business performance targets.

E. REBATES

The Participant is set an annual revenue target in the business plan which is uploaded in to the Portal. The annual target is then further broken down into quarterly targets (e.g. annual target €100,000, each quarter the target is €25,000).

Participants will be entitled to claim a Rebate where they exceed the annual revenue target. Where a second, higher annual target is exceeded, there is the potential to claim a further Rebate.

Except where as otherwise expressly agreed in writing with a Participant, Rebates will be calculated on an annual basis, based on the total annual target.

Any additional ‘discretionary’ rebates are subject to agreement in writing between Alaris and the Participant and should be reflected in the Business plan loaded in Portal.

All claims for Rebates must be received by 31 March 2020~~2~~ or they will expire and no longer be eligible for payment.

Example of rebate:

| Member Level | Rebate % | Example (for illustration purposes only) |
|------------------------|---|--|
| Authorised Distributor | 1% of Total Sales* when Total Sales exceed the annual target in the Participants business plan. | <p>Participant annual target is €1,000,000.</p> <p>Total Sales for the year are €600,000, no rebate will be paid.</p> <p>Total Sales for the year are €1,100,000, 1% rebate will be paid on €1,100,000.</p> |
| Authorised Distributor | When Total Sales* exceed the second annual revenue target in the Participants business plan, 2% of the value of Total Sales over and above the second annual revenue target | <p>Participant annual target is €1,000,000.</p> <p>Participant second annual target is €2,500,000.</p> <p>Total Sales for the year are €600,000, no rebate will be paid.</p> <p>Total Sales for the year are €1,500,000, 1% rebate will be paid on €1,500,000.</p> <p>Total Sales for the year are €2,800,000, 1% Rebate will be paid on €2,500,000 and 2% Rebate will be paid on €300,000 (being the difference between the second target and the Total Sales).</p> |

* Total Sales means the total of all Hardware and Software sales, excluding Service completed by the Authorised Distributor in the relevant quarter, excluding any Exclusions and Conditions (set out below) and any other sales which have been expressly notified as being excluded from the Rebate calculation.

F. EXCLUSIONS AND CONDITIONS

Purchases subject to any special pricing (special pricing = 5% or more discount off standard distributor price) will count toward the revenue target total, however, such purchases will be excluded from the calculation for the rebate payment.

Payment of any rebate under this Program is conditional upon the Participant submitting a business plan in the Portal, which is subsequently agreed and approved by Alaris.

G. REBATE PAYMENT

Payment of the rebates is subject to Alaris' sole discretion. Where the conditions surrounding rebate payment are met, Alaris will issue the Participant a credit note within 30 days of the end of the period.

H. TIMING

This Programme runs from 1st April 2019~~21~~ until 31st March 2020~~2~~ (inclusive). Terms will then be updated or shall apply for the next year, or shall continue to apply, at Alaris's sole discretion.

I. ADDITIONAL TERMS AND CONDITIONS

Alaris reserves the right to amend or update any of these Programme Terms and the General Terms and Conditions at any time with immediate effect and without providing notice to the Participant.

Alaris has the sole discretion to interpret and apply these Programme Terms and the General Terms and Conditions.

Alaris has the right to terminate or vary the Programme at any time effective immediately upon notice to Participants.

Participation constitutes full and unconditional acceptance of these Programme Terms and the General Terms and Conditions.

Alaris reserves the right to exclude any purchases registered where price support has been extended, e.g. public sector deals or large tenders.

Alaris reserves the right to disqualify anyone in breach of these Programme Terms.

By participating in the Programme, the Participant agrees that Alaris and each of its affiliates, and their respective officers, directors, employees, representatives and agents (collectively, the **"Released Parties"**), will have no liability or responsibility whatsoever for, and shall be indemnified and held harmless by Participants against, any liability for any injuries, losses or damages of any kind (including without limitation, direct, indirect, incidental, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from the creation of an account, participation in the Programme, and/or the acceptance, possession, misuse or use of any benefit derived from membership. In no event shall the Released Parties be liable to Participant for any delay in or failure to perform due to causes

beyond our control, including, without limitation, any act of god, act of war, natural disaster, weather, terrorism, or any act or omission of a third party.

Without limiting the foregoing, except as specifically provided otherwise in these Programme Terms or the General Terms and Conditions, all information, documents and materials regarding or in connection with the Programme, including any marketing materials, are provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

This section will survive termination of the Participants’ participation in the Programme.

These Programme Terms, together with the General Terms and Conditions, constitute the entire agreement between Participant and Alaris in relation to participation of the Programme. In the event of any inconsistency or conflict between these Programme Terms and the General Terms and Conditions, the General Terms and Conditions shall prevail.

EXHIBIT A-D

**COUNTRIES IN WHICH AUTHORISED DISTRIBUTORS MAY PARTICIPATE
IN THE AUTHORISED DISTRIBUTOR REBATES PROGRAMME**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Spain, Slovak Republic, Slovenia, Sweden, Switzerland and United Kingdom.

And METAR countries: Algeria, Bahrain, Egypt, Jordan, KSA, Kuwait, Lebanon, Morocco, Nigeria, Oman, Qatar, Russia, Rwanda, South Africa, Turkey, UAE.