

Alaris (EMEA) Reseller Rebates 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 resellers, and their respective employees, the Alaris (EMEA) Reseller Rebates Programme (the "**Programme**") as part of the broader Alaris (EMEA) Partner Programme. These Programme Terms and Conditions (these "**Programme Terms**"), together with the Alaris 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. For the avoidance of doubt, these terms and conditions apply only for the European region. METAR regions will have alternative terms and conditions.

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 Premier Members or Elite Members as defined under the General Terms and Conditions, as well as such Members' respective employees (each, a "**Participant**"). Those certain countries are listed on **Exhibit A-R** 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.

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.

Once accepted for participation in the Programme, each Participant must have an agreed target and a signed business plan uploaded in the Partner Portal in order to be entitled to the benefits afforded by Programme participation, including but not limited to available rebates.

C. ACCEPTANCE

By participating in the Programme (whether explicitly confirming, or implied by actions that equate to participation by the Participant), each Participant agrees:

- a. That he/she/it has read, understood and agrees to be bound by these Programme Terms and the General Terms and Conditions; and

- b. That he/she/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.Alarisworld.com/go/partnerprogramprivacy_en.

D. PARTICIPATION

To participate in the Programme, Participants must register all the purchases of Kodak Alaris hardware (Scanners and Flatbeds) and software (excluding renewals) in the Alaris Partner Portal (the "**Portal**") either via the registration form or uploading a list of purchases in Excel format (template file with hardware and software purchased description and catalog number, date of purchase, the quantities and the name of the Alaris Authorised Distributor involved in the purchase).

Participants agree to provide Alaris evidence of the purchase for audit purposes.

Should any of the above information be missing from the registration received by Alaris, then Alaris reserves the right to cancel the claim, without any prior notice.

Purchases must be entered in the Portal within **30 days after the end of the quarter** of purchase in order to qualify for any eligible rebate.

E. REBATE ELIGIBILITY

Rebate entitlements are automatically calculated and visible in the Portal, on the basis of the value of each valid and accepted purchase registration.

Rebate entitlements are as follows:

	Premier Reseller	Elite Reseller
% Rebate calculated on the basis of the List price	0.5%	1%
Annual target achievement	+0.5%	+0.5%

Any additional 'discretionary' rebates are entirely subject to Alaris' sole discretion and any decision by Alaris is final.

All claims for rebates must be received within **2 months** from the approval date of the request-or they will expire and no longer be eligible for payment.

F. REBATE PAYMENT

In order to receive the rebate reimbursement (such reimbursement to be only after the purchase is confirmed by Alaris), Participant shall be entitled to invoice Alaris and upload the invoice in his account in the Portal. If the invoice cannot be uploaded in the Portal, then it should be sent by email to the following address after the rebate claim is approved: AlarisEMEAPartners@Kodakalaris.com

Invoice address must be the following:

Kodak Alaris Ltd.
Hemel One, Boundary Way
Hemel Hempstead, Hertfordshire, HP2 7YU
United Kingdom

VAT No.: GB 167 2411 16

Invoices relating to rebates should **not** include VAT as they are for cash movements without a physical shipment. All invoices must include the word "**rebate**" in the line item description.

Participants will be asked to provide bank details on letter-headed paper of the company together with the first invoice.

Alaris reserves the right to reject any incorrect invoice or request any further information it deems necessary from a Participant prior to making payment on an invoice.

Alaris shall pay valid and correct invoices within thirty (30) days from end of month but may take longer in some circumstances. Time is not of the essence for payment.

G. TIMING

This Programme runs from 1st April 2020 until 31st March 2021 (inclusive). Terms will then be updated or shall apply for the next year, or shall continue to apply, at Alaris's sole discretion.

H. 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 or the General Terms and Conditions.

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 in 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-R

**COUNTRIES IN WHICH RESELLER MEMBERS MAY PARTICIPATE
IN THE RESELLER 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.