

Alaris Partner Program General Terms and Conditions

A. MEMBERSHIP GENERALLY

1. Kodak Alaris Limited. and its affiliates (collectively, “**Alaris**”) offer certain benefits to qualifying channel partners in certain countries (“Each a “**Partner**” and Collectively “**Partners**”) and their employees (each a “**Member**”, and collectively, “**Members**”) through participation in the Alaris Partner Program (the “**Program**”). These Alaris Partner Program General Terms and Conditions (these “**General Terms and Conditions**” or this “**Agreement**”) govern the participation of Partner and Partner’s Members in the Program.
2. In order for Partner to participate in the Program, at least one of Partner’s employees must create an individual Member account (“**Account**”) in the Alaris Partner Portal located at partners.kodakalaris.com (the “**Portal**”) and participation in the Program is subject to acceptance by Alaris. Participation in the Program and access to the Portal is subject to these General Terms and Conditions, the Alaris Partner Portal Terms of Use (the “**Portal Terms of Use**”), the Kodak Alaris Partner Program Privacy Policy (the “**Partner Program Privacy Policy**”), and any specific terms and conditions that may apply to a particular Benefit (as defined herein) (“**Specific Terms**”), which must be agreed to separately before access to such benefit is provided. These General Terms and Conditions, together with the Portal Terms of Use, and any applicable Specific Terms supersede all applicable previous agreements or terms and conditions, including any previously offered comparable programs, whether offered as part of a similar scheme or as documented in a written contract.
3. By participating in the Program, and opening and using an Account, Partner and each of Partner’s Members agree that:
 - a. it has read, understood and accepted these General Terms and Conditions; and
 - b. it consents to Alaris’s processing and use of data that is personal to it, including disclosure to third parties, in accordance with the Kodak Alaris Partner Program Privacy Policy found at: <https://www.kodakalaris.com/en/partners/partner-program-terms-conditions>.
4. By submitting its application, Partner and each of Partner’s Members acknowledge the importance of compliance with applicable trade laws, and agrees not to directly or indirectly order, trade, sell, otherwise dispose or engage in any economic activity relating to the Program or to Alaris products and/or services of any kind in: (i) Iran; (ii) Sudan; (iii) North Korea; (iv) Syria; (v) Cuba; (vi) Belarus; (vii) Zimbabwe; (viii) Myanmar (Burma); (ix) the Crimea, Sevastopol, Donetsk, and Luhansk Regions of Ukraine; (x) the military/defence/energy sectors in Russia; (xi) Afghanistan; (xii) Venezuela; and (xiii) any other country or territory against which applicable trade sanctions have been implemented by the government of a country in which Kodak Alaris or any of its Affiliates operates. including but not limited to the US Department of the Treasury’s Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, and the US Department of Commerce Bureau of Industry and Security Entity List set forth as Supplement No. 4 to Part 744 of the Export Administration Regulations (“Prohibited Persons”). Partner and each of Partner’s Members further acknowledge and agree that in addition to any other rights and remedies that may be available to it, Alaris may terminate a Member’s participation in the Program and close the Member’s account with immediate effect upon the occurrence of any violation of this section.
5. Alaris has the right to change, limit, modify or cancel these General Terms and Conditions, Program Terms or any Program, and/or pricing of Alaris products at any time, with or without notice, including

but not limited to pricing of Alaris products or other details related to each Benefit, regardless of whether such changes affect the availability of the Program, discounts, rebates (if any) incentives or other benefits thereof, or the ability of Members to participate in the Program, directly or indirectly. Alaris may, amongst other things, at any time and without notice: (i) withdraw, limit, modify or cancel any Program; (ii) change Program Benefits, conditions of participation, or eligibility requirements; or (iii) otherwise modify the Program Terms.

6. Alaris reserves the right to reject applications to become a Partner or Member at its sole discretion, and reserves the right to revoke, cancel, change or suspend Member accounts or take other action at its discretion, at any time with immediate effect and without notice or liability to any Member, if: (a) Alaris believes the Member has (i) violated any of these General Terms and Conditions or any Program Terms, (ii) failed to pay any invoices or accounts due to Alaris, (iii) acted in a manner inconsistent with applicable law, regulations or ordinances, (iv) engaged in any misconduct or wrongdoing in connection with the Program, including without limitation any Member Benefits, or (v) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Program or Alaris or its employees; or (b) Alaris's provision of the Program and/or any associated benefits to a Member may violate any applicable laws to which Alaris is subject from time to time.
7. Nothing in these General Terms and Conditions or Program Terms will limit Alaris from exercising any legal rights or remedies that it may have.
8. Membership and participation in the Program is limited to Partners located in the countries listed in Appendix B.
9. Notwithstanding the foregoing, Alaris may, at its sole discretion, consider requests from Partners located outside of the listed countries on a case-by-case basis. Any such participation shall be subject to Alaris' review and approval, and to any applicable legal, regulatory, operational, or commercial constraints.
 - a. Alaris reserves the right, at its sole discretion and without liability, to accept, reject, limit, or withdraw participation in the Program in any country or territory at any time, including where participation may not be feasible due to legal, compliance, or operational considerations.
10. Membership and participation in the Program is automatically void where prohibited by applicable law.
11. Partner's Members may be provided with the ability to use usernames, passwords, or other codes or devices ("**Access Codes**") to gain access to restricted portions of the Portal. The content contained in such restricted areas is confidential to Alaris, is provided to the Member for his or her individual use only, and shall not be shared with any third party. Alaris reserves the right to prohibit the use of such Access Codes by the Member or on his or her behalf by third parties where Alaris determines that such use interferes with the Portals' operation or results in commercial benefits for other entities to Alaris's detriment.
12. If more than one Account is assigned to a Member, such Member will only receive benefits for one Account. Duplicate Membership Accounts will be cancelled.
13. From time to time, the Member will provide certain information to Alaris via the Portal, including but not limited to information in connection with creating an Account and registering potential deals. Such information is processed in Alaris's and its suppliers' computer systems both in the country where the information has been collected and in the United States. Communication of relevant information is required to administer the Program and provide the Member with the opportunity to maximize the benefits of Membership.
14. Alaris will only disclose Member information to: (i) the Kodak Alaris group of companies; (ii) Alaris third party suppliers in connection with the provision of the Program or related systems; (iii) person(s)

authorised by the Member; and (iv) service providers, including franchisees, fulfilment houses, email service providers, mail houses, and marketing companies that provide services to the Kodak Alaris group of companies, in each case for the following purposes: (i) to better service the Member's account and preferences by keeping the Member informed of account status and activities through printed or electronic communications; (ii) to assess eligibility for benefits that may be made available from time to time; (iii) to collect and process Member charges incurred in Alaris facilities; (iv) to offer the Member additional products and services; (v) to share relevant information with Primary Users (as defined below) within the Member's organisation; (vi) where the Member engages with Alaris in relation to a prospective customer opportunity or requests support (including pricing or other commercial support), to third-party partners or other parties with whom the Member elects to work in connection with that opportunity; and (vii) to send periodic satisfaction or market research surveys. By participating in the Program, the Member consents to the use and disclosure of information as described above. However, the Member will be given the opportunity to define and modify mailing preferences.

15. Alaris has the sole discretion to interpret and apply these General Terms and Conditions and any Program Terms, and all questions or disputes regarding these General Terms and Conditions or any Program Terms will be resolved by Alaris in its sole discretion.
16. BY CREATING AN ACCOUNT AND/OR PARTICIPATING IN ANY PROGRAM, THE MEMBER AGREES THAT ALARIS AND ITS AFFILIATES AND SUBSIDIARIES, 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 MEMBERS 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 ANY 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 MEMBER 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 GENERAL TERMS AND CONDITIONS, ALL INFORMATION, DOCUMENTS AND MATERIALS REGARDING OR IN CONNECTION WITH THE PROGRAM, INCLUDING THE PORTAL AND 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.

NOTWITHSTANDING THE ABOVE, ALARIS' AGGREGATE LIABILITY FOR ANY ONE OR MORE CLAIMS ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW BUT IN NO EVENT SHALL EXCEED £50.00

THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM AND THE CLOSURE OF MEMBER ACCOUNTS.

NOTWITHSTANDING THE ABOVE, NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS 'ALARIS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM

NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

B. CONDITIONS OF ENROLLMENT

1. Employees and contractors of Alaris, and their respective family members, are ineligible to participate in the Program.
2. 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 Program, including participation in any Benefits of membership that offer financial gain of any kind.
3. Members are responsible for complying with any law in the applicable jurisdiction in connection with such Member's participation in the Program and any Benefits that may be made available as a result of such participation.

C. PROGRAM PARTICIPATION

1. A Partner's participation in the Program, including access to any benefits, may depend on the Partner's activities, engagement, and alignment with Alaris from time to time. Any benefits that may be made available are determined by Alaris at its sole discretion and may be subject to additional terms communicated by Alaris. Further details regarding the operation of the Program and examples of benefits that may be made available are set out in Appendix A (Program Framework and Program Benefits), which is provided for illustrative purposes only.
2. In order to participate in the Program, at least one of a Partner's employees must create an Account on the Portal, and participation in the Program is subject to acceptance by Alaris.
3. Participation in the Program does not create any membership tier or status and does not, in itself, entitle the Partner or its Members to any specific benefits, including any benefits described in Appendix A.
4. Alaris reserves the right, at its sole discretion, to:
 - a. determine eligibility for participation in the Program; and
 - b. grant, withhold, modify, or withdraw any benefits, support, or opportunities made available under the Program, including those described in Appendix A, at any time with immediate effect and without prior notice or liability to Partner or its Members.

D. PRIMARY AND SECONDARY USERS

1. Partner's Members will be divided into one of two categories of users: Primary Users and Secondary Users (as defined below).
2. Primary Users have the highest level of access in the Partner Portal and will be able to view certain activities carried out by the Secondary Users of the Partner with whom they are affiliated, including, for example, requests for marketing support, leads, pricing support requests, support cases, and other activities undertaken through the Portal or in connection with the Program.
3. Each Partner may designate multiple Primary Users, whose contact information should be provided

to Alaris in writing (including via the Portal at the time of registration or by such other means as Alaris may make available from time to time). Unless and until the Partner notifies Alaris of the assignment of Primary Users, all of the Partner's Members shall be treated as Secondary Users.

4. Secondary Users will only be able to view their own activity on the Portal, and will not have access to certain functionalities available to Primary Users.
5. **In the portal, Primary Users are identified as "Admin" accounts, and Secondary Users will be identified as "member" accounts**

E. OPPORTUNITY ENGAGEMENT

1. From time to time, as part of their participation in the Program, a Partner may identify prospective business opportunities with end customers and may engage with Alaris to request support in relation to such opportunities, including, for example, pricing support.
2. Any such support may be provided by Alaris at its sole discretion and may be subject to additional terms and conditions communicated at the relevant time. Alaris shall have no obligation to provide any such support and may decline or withdraw support for any opportunity at its discretion.
3. Where applicable, Partners may be required to provide relevant information regarding the opportunity through systems, tools, or processes designated by Alaris from time to time.

F. BENEFITS OF PROGRAM MEMBERSHIP

1. From time to time and at Alaris's sole discretion, Alaris may offer certain benefits to Partners and Partner's Members, which may include, but are not limited to, business leads, discounts, rebate (if any) and deal-specific pricing ("**Benefits**"). Certain Benefits may be governed by Specific Terms. These General Terms and Conditions apply to all Benefits, as well as use of the Portal, and together with the Portal Terms of Use and applicable Specific terms govern the participation of Partner and its Members in any Benefits offered by Alaris. Participation in Benefits is also subject to all other applicable rules, regulations, policies and procedures that Alaris may, in its sole discretion, adopt from time to time. In the event of any inconsistency or conflict between these General Terms and Conditions, applicable Specific Terms and/or the Portal Terms of Use, the order of precedence shall be: (i) these General Terms and Conditions, then (ii) applicable Specific Terms, then (iii) the Portal Terms of Use.
2. From time to time, Alaris may, at its sole discretion and without obligation, provide business leads ("**Leads**") to Partner to support Partner's sale of products and services offered by Alaris. Any Leads may be communicated via the Portal or by such other means as Alaris may determine from time to time to Partner's Primary User via the Portal, and thereafter may be further assigned by such Primary User to any of the Partner's Secondary Users. Where a Lead is provided to a Partner, Alaris may specify an expiration date for such Lead. If the Partner fails to make initial contact with the prospective customer specified in the Lead by the applicable expiration date, or within such timeframe as may be communicated by Alaris, Alaris reserves the right to retract the lead and reassign the Lead to any other partner. Upon request from Alaris, Partner will update Alaris on the status of any Lead, including details of the progress that has been made toward a potential sale. For any Leads provided by Alaris, Alaris reserves the right to contact the prospective customer directly in order to ensure that such prospective customer's business needs (as they relate to Alaris products) are being met. If at any time the prospective customer notifies Alaris that it no longer wishes to be contacted in connection with the Alaris products and/or services, Alaris shall notify the Partner and Partner shall cease further contact in relation to the Lead.

3. Under certain circumstances, Alaris, at its sole discretion, may make funding available to Partner to support Partner's efforts to promote and market products and services offered by Alaris ("**Marketing Fund(s)**"). All Marketing Funds are subject to Specific Terms, and may only be used for the purpose for which they were granted.
4. From time to time, Alaris may, at its sole discretion, make certain rebate programmes or similar incentives available to selected Partners. Any such rebates or incentives may be communicated via the Portal, through direct communications from Alaris, or by such other means as Alaris may determine from time to time, and will be subject to Specific Terms and Conditions provided at the time of the relevant offer. Where such rebates or incentives are made available, the provisions of Part C will apply to the relevant Partners to whom such Benefits are offered.
5. Alaris reserves the right, at its sole discretion, to amend, suspend, or withdraw the Program, any Benefit, or any rebate or incentive programme, in whole or in part, at any time and without prior notice or liability to Partner or its Members.

G. PORTAL ACCESS CREDENTIALS

In order for Members to login to the Portal, the Portal utilizes username and password credentials from a Microsoft™ account that is associated with each individual Member's Account. Members have the option of either using an existing Microsoft account (including credentials hosted in a Partner's Microsoft™ environment), or create a new Microsoft account. If Partner uses Microsoft™ account credentials for its own business purposes, Partner agrees that Partner's individual employees may use the Microsoft™ credentials provided by the Partner to create a Member Account and access the Portal.

H. DATA PRIVACY

The Alaris and Partner / Member shall comply with applicable data protection laws in relation to the creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Data.

To the extent that Partner Processes Personal Data on behalf of Alaris in connection with the Program or use of the Portal, Partner shall: (i) Process such Personal Data only on documented instructions from Alaris; (ii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk; (iii) ensure that persons authorised to Process Personal Data are subject to appropriate confidentiality obligations; (iv) not appoint any sub-processor without prior written authorisation from Alaris; (v) notify Alaris without undue delay upon becoming aware of a Personal Data Breach; (vi) provide reasonable assistance to Alaris in fulfilling its obligations in respect of data subject rights and compliance with applicable data protection laws; and (vii) upon termination of participation in the Program, delete or return Personal Data at Alaris' option, unless otherwise required by law.

Partner shall comply with any data processing addendum, data protection terms, or equivalent document made available and updated from time to time by Kodak Alaris ("Data Processing Terms"). In the event of any inconsistency, such Data Processing Terms shall prevail.

For the purposes of this Section, "Personal Data" and "Process" (and their derivatives) shall have the meanings given to them under applicable data protection laws, including, where applicable, the UK GDPR, the EU GDPR, and the Data Protection Act 2018.

I. PARTNER CONTENT

Partner hereby acknowledges and agrees that Partner shall have adequate legal basis or consent for any Personal Information Partner (via its Members) uploads onto the Portal, and agrees that any

content uploaded to the Portal by Partner (via its Members) shall not infringe on the intellectual property rights of any third party.

J. GENERAL TERMS

1. In the event of any inconsistency between these General Terms and Conditions and any Program Terms, these General Terms and Conditions shall prevail.
2. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
3. Partner may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Kodak Alaris. Kodak Alaris may freely assign its rights and obligations under this Agreement at any time, without needing consent of the Partner.
4. These General Terms and Conditions, the Portal Terms of Use, the Kodak Alaris Partner Program Privacy Policy and any Specific Terms constitute the entire agreement between Partner (including Partner's Members) and Alaris in relation to Partner's use of the Portal and registration and creation of an Account.
5. These General Terms and Conditions are drafted in the English language. Alaris and the Partner / Member accept and approve the English version of these General Terms and Conditions as controlling in any dispute between Alaris and the Partner / Member arising from or related to these General Terms and Conditions. Any copies of these General Terms and Conditions in any language other than English are provided as a courtesy only, and shall have no force or effect.
6. Partner's Participation in the Program and use of the Portal may be subject to additional country or region specific terms and conditions, which, if applicable, will be attached hereto as Exhibit C.
7. All disputes, claims and legal proceedings directly or indirectly arising out of these General Terms and Conditions or any Specific Terms shall be subject to the laws of England and Wales, without regard to any conflicts of law principles that would result in the application of the law of any other jurisdiction, and shall be exclusively settled the courts of England and Wales only.

APPENDIX A

PART A - PROGRAM FRAMEWORK

1. Overview
The Program is designed to support collaboration between Alaris and its Partners, including resellers, distributors, value-added resellers, service providers, and other approved channel partners.
2. Partner categorisation
Alaris may, at its sole discretion, identify or categorise certain Partners based on factors such as capability, engagement, or the value provided by such Partner (including, for example, “value add” partners).
3. Any such categorisation:
 - a. is for internal and operational purposes only;
 - b. does not constitute a membership tier, level, or separate contractual status; and
 - c. does not confer any right or entitlement to specific benefits.
4. A Partner’s participation in the Program, including access to any benefits, may depend on the Partner’s activities, engagement, and alignment with Alaris from time to time. Any benefits that may be made available are determined by Alaris at its sole discretion and may be subject to additional terms communicated by Alaris.
5. **Registration.**
 - a. A Partner may participate in the Program by creating an Account on the Portal and being accepted into the Program by Alaris.
 - b. **Distributors.** Where a Partner acts as a distributor, such Partner must (i) create an Account on the Portal; and (ii) enter into a separate written distribution agreement with Alaris. The terms of any such distribution agreement shall apply in addition to these General Terms and Conditions. For the avoidance of doubt, participation in the Program does not alter or replace any separate agreement between the Partner and Alaris.
6. Nothing in the Program creates any obligation on Alaris to provide any minimum level of benefits, support, funding, or opportunities to any Partner.
7. The following table sets out examples of benefits that may be made available to Partners for illustrative purposes only. Availability of any such benefits is subject to Alaris’ sole discretion and may depend on factors such as Partner engagement, capability, and strategic alignment. Nothing in this Appendix creates any entitlement to any benefit, and all benefits may be subject to additional terms and conditions communicated by Alaris from time to time.

APPENDIX A

PART B - PROGRAM BENEFITS

1. **Overview.** The Program is designed to support collaboration between Alaris and its Partners by enabling demand generation, opportunity development, and joint growth initiatives. This Part B sets out examples of benefits that may be made available to Partners, together with an illustrative summary table below.

2. **Partner engagement:**

- a. Alaris works with Partners that demonstrate engagement with, and alignment to, the Kodak Alaris strategy.
- b. Partners may include, for example, managed service providers (MSPs), document management resellers (DMRs), value-added resellers (VARs), software providers, and distributors, resellers or providers of document management products or services.
- c. No minimum spend is required to participate in the Program.
- d. Indicators of Partner engagement may include, for example:
 - advocacy for Kodak Alaris products or solutions;
 - planned or strategic growth aligned with the Kodak Alaris portfolio;
 - recommendation of Kodak Alaris products in relevant customer opportunities;
 - access to target markets or verticals;
 - participation in periodic business planning activities with Alaris focused on sales growth.

These factors are not mandatory requirements but may be taken into account by Alaris when determining the level of engagement, support, or benefits that may be made available to a Partner.

3. **Examples of benefits.** Examples of benefits that may be made available to Partners include:

a. **Co-Marketing and MDF Support**

Collaboration on marketing campaigns, events, and strategic initiatives, including access to Marketing Development Funds (MDF) designed to support demand generation and visibility.

b. **Training and Enablement**

Ongoing sales and technical training, product enablement, and solution expertise.

c. **Demo Products**

Access to demonstration equipment and evaluation opportunities.

d. **Opportunity Collaboration**

Engagement with Alaris sales and pre-sales teams to support pipeline development and customer opportunities.

e. **Project Pricing Support**

Access to pricing support for strategic projects and customer engagements.

f. **Annual Partner Recognition**

Participation in recognition initiatives that may include annual awards or badges of recognition based on factors such as collaboration, growth, innovation, advocacy, and customer success.

All benefits are provided at Alaris' sole discretion and may be subject to additional terms and conditions.

4. Illustrative benefits table

The following table sets out examples of benefits that may be made available to Partners for illustrative purposes only. Availability of any such benefits is subject to Alaris' sole discretion and may depend on factors such as Partner engagement, capability, and strategic alignment. Nothing in this Appendix creates any entitlement to any benefit, and all benefits may be subject to additional terms and conditions communicated by Alaris from time to time.

Partnership Benefits	Authorised Distributor Partners	Reseller Partners
Deal support		
Special pricing request	X	X
Incentives & Promotions		
Incentives	X	X
Promotions	X	X
Leads	Eligible*	Eligible*
Sales & Marketing Tools		
Training	X	X
Sales tools	X	X
Co-branded	X	X
Co-email	X	X
Others		
Logo usage	X	X
Channel mark	X	X
Support		
Demo Pricing	X	X
Evaluation Units	X	X
Business Development		
MDF (Based on joint marketing plans)	X	X
Opportunity development	X	X
Dedicated Account Manager	X	X
Customised marketing (special programs, tools, material)	Eligible**	Eligible**
Participation in advisory councils, portfolio development process and exclusive events	X	X
Opportunity to gain annual recognition reward	X	X

* Authorised Distributor Partners (and other Partners, where applicable) may be eligible to receive marketing leads based on agreed joint programmes linked to their business plan and/or marketing plan, subject to review, approval, and allocation by Alaris.

** Partners may request customised marketing support (including special programmes, tools, or materials). Any such support will be subject to review and approval by Alaris and must be aligned to an agreed marketing plan.

5. Partners shall ensure that such information is only accessed by authorised personnel on a need-to-know basis and is protected using appropriate security measures.
6. Kodak Alaris shall have no responsibility or liability for any consequences arising from any unauthorised disclosure, misuse, or external sharing of such information by a Partner.
7. The availability of any benefits described above may vary between Partners and may be provided on a selective basis, including based on factors such as Partner categorisation, engagement, performance, or strategic alignment.
8. Nothing in this Appendix creates any obligation on Alaris to provide any benefit to any Partner.

APPENDIX A

PART C – ADDITIONAL TERMS AND CONDITIONS FOR DISTRIBUTOR BENEFITS

From time to time, Alaris may make available additional terms and conditions relating to specific Benefits, including, without limitation, rebate or incentive programmes.

Alaris Partner Program Additional Terms for Distributors in the EMEIA region (“Additional Terms”) may contain further details and conditions applicable to certain Benefits (including rebate programmes) made available to Partners operating under separate distribution arrangements with Alaris. Such Additional Terms:

- (i) apply only to the Partners to whom the relevant Benefit is made available; and
- (ii) are incorporated into these General Terms and Conditions with respect to such Partners.

The most current version of any applicable Additional Terms may be accessed here: [Distributor Rebate Terms and Conditions](#), or via the Portal, through direct communications from Alaris, or by such other means as Alaris may determine from time to time.

APPENDIX B

ELIGIBLE COUNTRIES

Partners located in the following countries are eligible to participate in the Alaris Partner Program:

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

METAR countries: Algeria, Bahrain, Egypt, Jordan, KSA, Kuwait, Israel, Oman, Qatar, Rwanda, South Africa, Turkey, UAE.

APAC countries: Bangladesh, Brunei, Hong Kong, Indonesia, Japan, Malaysia, People's Republic of China, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand and Vietnam.

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