

Alaris (EMEIA) Authorised Distributor Rebate Program 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**") may, in its sole discretion, offer to certain authorised channel partner distributors the Alaris (EMEIA) Authorised Distributor Rebate Program (the "**Program**"), as part of the broader Alaris (EMEIA) Partner Program.

These Program Terms and Conditions (these "**Program Terms**"), together with the Alaris (EMEIA) Partner Program General Terms and Conditions (the "**General Terms and Conditions**"), govern participation in the Program and apply only to those distributors to whom the Program is expressly made available. These Program Terms supersede all applicable previous agreements or terms and conditions relating to distributor rebate programmes, whether offered as part of a similar scheme or as documented in a written contract.

For the avoidance of doubt, rebate programmes are not generally available to all Partners and may be offered by Alaris on a selective basis, subject to eligibility criteria and any additional terms communicated at the relevant time.

Rebates, where made available, will be payable by Alaris (and/or any applicable affiliate of Alaris) to the Distributor in accordance with these Program Terms and any applicable Specific Terms. Where applicable, Alaris will cause the relevant affiliate to make payment of any rebate.

B. ELIGIBILITY

The Program is only open to certain Alaris channel partners in specified countries qualifying as Authorised Distributors (each, a "**Participant**"), in particular those countries listed in **Exhibit A–D** attached hereto, as may be updated by Alaris from time to time, and only where the Program is expressly made available by Alaris.

The rebates pursuant to this Program **cannot** be combined with any other Alaris offers, promotions or rebates, whether offered directly or indirectly by Alaris, unless expressly agreed otherwise by Alaris in writing. See "Exclusions" below.

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

Participants are responsible for complying with all applicable laws and regulations in the relevant jurisdiction in connection with their participation in the Program.

The Program, and any participation therein, may be modified, suspended, or withdrawn by Alaris at its sole discretion, and is automatically void where prohibited by applicable law.

C. ACCEPTANCE

By participating in this Program, each Participant agrees:

- a) That it has read, understood and agrees to be bound by these Program 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 Partner Program Privacy Policy found at: <https://www.kodakalaris.com/en/partners/partner-program-terms-conditions>

If a Participant does not agree to these terms, it should not use or access the Portal or participate in the Program.

D. PARTICIPATION

To participate in the Program, Participants must have submitted, and obtained approval from Alaris for, a signed business plan via the Alaris Partner Portal (the "**Portal**"), which includes annual business performance targets.

E. REBATES

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

Participants may be eligible to claim a rebate where they exceed the applicable annual revenue target, subject to these Program Terms and any applicable Specific Terms. Where a second, higher annual target is exceeded, there may be the potential to claim a further rebate, subject to agreement by Alaris.

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

Any additional 'discretionary' rebates are subject to prior agreement in writing between Alaris and the Participant and should be reflected in the business plan uploaded to the Portal or otherwise confirmed by Alaris in writing.

All claims for rebates must be received by 30 April of the following financial year (e.g. 30 April 2027 for FY27), failing which they will expire and no longer be eligible for payment.

F. EXCLUSIONS AND CONDITIONS

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

Payment of any rebate under this Program is conditional upon the Participant submitting a business plan via the Portal, which is subsequently agreed and approved by Alaris, and compliance with these Program Terms and any applicable Specific Terms.

G. REBATE PAYMENT

Payment of any rebate under this Program is subject to Alaris' sole discretion.

Where the applicable conditions for rebate payment are met, and subject to these Program Terms and any applicable Specific Terms, Alaris will issue the Participant a credit note within 30 days following Alaris' receipt of any eligible rebate claims.

H. TIMING

This Program runs from 1 April to 31 March of the following year (inclusive).

The Program Terms may be updated for each subsequent year or may continue to apply, in whole or in part, at Alaris's sole discretion.

I. ADDITIONAL TERMS AND CONDITIONS

Alaris reserves the right to amend or update any of these Program Terms and the General Terms and Conditions at any time with immediate effect and without prior notice to the Participant, and without any liability to Participants.

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

Alaris has the right to terminate or vary the Program at any time, effective immediately upon notice to Participants, without any liability to Participants.

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

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

Alaris reserves the right to disqualify any Participant in breach of these Program Terms or applicable Program Terms.

By participating in the Program, 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 to property, arising in whole or in part, directly or indirectly, from the creation of an account, participation in the Program, and/or the acceptance, possession, misuse or use of any benefit derived from participation. In no event shall the Released Parties be liable to Participant for any delay in or failure to perform due to causes beyond their 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 Program Terms or the General Terms and Conditions, all information, documents and materials regarding or in connection with the Program, including any marketing materials, are provided "as is" without warranty of any kind, whether 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 the exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

This section will survive termination of the Participant's participation in the Program.

These Program Terms, together with the General Terms and Conditions, constitute the entire agreement between Participant and Alaris in relation to participation in the Program. In the event of any inconsistency or conflict between these Program 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 PROGRAM (AS MAY BE UPDATED BY ALARIS
FROM TIME TO TIME)**

Participation remains subject to Alaris' review and approval and any applicable legal, regulatory, or operational constraints.

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

METAR countries: Algeria, Bahrain, Egypt, Jordan, KSA, Kuwait, Qatar, South Africa, Turkey and 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.