

BUSINESS PARTNER TERMS – FY 23



Effective date: 1 November 2022

1. General

- 1.1. **Terms.** These Terms govern your access to Business Partner status and benefits.
- 1.2. **Validity.** These Terms are valid for the applicable HP fiscal year, subject to change or termination described in section 6 below. Each HP fiscal year, new terms replace the expired terms of the previous fiscal year.
- 1.3. **Agreement.** You must actively accept the Terms on the HP Business Partner Portal. The Terms are with HP Belgium BVBA.

2. Objective

- 2.1. HP's objective is to engage with, and provide support and benefits to, resellers of HP products and services who are not members of HP Amplify and meet high levels of competency and commitment to customers.

3. Eligibility Criteria

- 3.1. You must comply with the HP Selective Distribution Criteria as posted, and updated from time to time, on the HP Business Partner Portal.
- 3.2. You are not a member of the HP Amplify Partner Program.

4. Benefits

Business Partner benefits ("Benefits") include:

- 4.1. **Special Pricing:** eligibility to participate in HP Partner End-User Special Negotiated Discounts subject to criteria as posted on the HP Business Partner Portal;
- 4.2. **HP Business Partner insignia:** authorization to use the HP Business Partner insignia, for the applicable HP fiscal year, subject to the terms of the HP Branding Guidelines, as published on the HP Business Partner Portal;
- 4.3. **HP Partner Product Promotions:** eligibility to participate in HP product promotions as posted on the HP Business Partner Portal;
- 4.4. **HP marketing, co-branding and co-marketing materials;**
- 4.5. **Sales tools, priority HP Business Partner news, product information, training;**
- 4.6. **HP Business Partner Rewards and/or any other HP Business Partner incentives available in certain countries only as listed on the HP Business Partner Portal:** eligibility to participate;
- 4.7. **HP Business Partner Portal:** Access to additional content posted in the HP Business Partner Portal dedicated to HP Business Partners.
- 4.8. HP will decide on your eligibility for Benefits in accordance with the Terms and HP's decisions are final.

5. Business Partner Obligations

You must:

- 5.1. At the request of HP, provide share of business information as posted on the HP Business Partner Portal.
- 5.2. Make visible on your company web site and on your marketing material as appropriate, the HP Business Partner insignia for the applicable HP fiscal year.
- 5.3. At the request of HP, complete and maintain an accurate company profile (including contact details).
- 5.4. Comply with the HP Partner Code of Conduct as posted on the HP Business Partner Portal and conduct your business with uncompromising integrity and the highest ethical standards.
- 5.5. Refrain from taking any action which would violate and/or cause HP to be in violation of the United States Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, or any other applicable anti-corruption law or regulation. By

becoming an HP Business Partner, you acknowledge that you will not make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly from/to anyone with the intent to obtain or retain business or otherwise gain an improper business advantage.

- 5.6. Accept that any products, software, services, and technology sold under these Terms are subject to the export, import, and other trade-related laws of the US and other countries, including such laws that may govern domestic re-transfer to sanctioned individuals and entities. You agree to comply with all applicable laws and to obtain any required export, re-export, re-transfer, or import authorizations. By accepting these Terms, you agree to comply with the requirements of the Trade Controls Addendum, as updated from time to time, and located on the HP Business Partner Portal. The requirements of this provision will survive the expiry or early termination of these Terms. HP may suspend its performance under these Terms to the extent required by laws applicable to either party.
- 5.7. Conduct your business only in the "Territory" and refrain from selling, leasing or exporting HP products or services outside the Territory. "Territory" means the European Economic Area ("EEA"), Switzerland and United Kingdom ("UK") if you are registered in any country within this region.
- 5.8. Complete and comply with any regulatory compliance programs as asked by HP on the HP Business Partner Portal.
- 5.9. Complete and submit the HP Due Diligence Questionnaire and attestation of Anti-Corruption Compliance Declaration if you do US\$50,000 or more of HP business per annum. You will be contacted about this by email. Failure to comply with this section 5.9 will result in loss of eligibility to HP end-user special pricing under section 4.1 of these Terms.
- 5.10. Inform HP promptly of any changes in your company, organization or staffing which would materially affect your relationship with HP or activities as a Business Partner.
- 5.11. Provide and refresh any information and documentation reasonably requested by HP to enable us to evaluate your qualifications for being an HP Business Partner.
- 5.12. Not make any commitments to your customers on behalf of HP. You are solely responsible for any commitments you make to your customers and for ensuring customer satisfaction.
- 5.13. Resell HP products with the correct local accessories, local language manuals and/or software for the country of destination, unless otherwise requested by the customer. In the event a customer is delivered an incorrect product version in violation of this requirement, HP may charge you the costs associated with correcting the infringement.
- 5.14. Adhere to the HP Partner Branding Guidelines for the applicable HP fiscal year as published on the HP Business Partner Portal when representing HP products or services in marketing materials. HP may request examples of your collateral to review compliance at any time. You must not register or use any trade, company, business or internet domain name which contains HP's Marks in whole or in part or any other name which is confusingly similar thereto.
- 5.15. Provide days-of-inventory information for all HP supplies product lines in the format requested by HP.
- 5.16. Comply with HP's Anti-counterfeit inspections of HP supplies as defined in HP's Channel Partner Anti-Counterfeit Audit Guide. You hereby consent to unannounced inspections of all HP supplies at facilities used by your company, to be conducted by HP or its designees during normal business hours. HP also reserves the right to inspect the inventories of cartridges delivered by your company to customers with their consent, and if counterfeit or non-authorized cartridges are found, HP can terminate your participation as a Business Partner. Any HP supplies found in your facilities bearing an HP logo must be genuine and authorized for sale in the appointed Territory. You will cooperate fully with such inspections and inquiries, as described in HP's Channel Partner Anti-Counterfeit Audit Guide as published on the HP Business Partner Portal.
- 5.17. Promote and sell original HP supplies and actively communicate HP supplies value propositions to customers. In countries where return and recycling is available, this includes promoting HP supplies environmental messaging and its return & recycling program to customers: www.hp.com/go/recycle.
- 5.18. Comply with HP's Do Not Trade List:
 - 5.18.1. HP publishes a Do Not Trade List (referred to as "DNT List") on the HP Business Partner Portal and updates it periodically. Based on evidence, HP lists companies trading HP products illegitimately (including amongst others counterfeit goods, grey HP products, abuse of HP programs, VAT fraud, non-compliance with HP's Selective Distribution Criteria). To be clear, the DNT List will not be used to prohibit or otherwise discourage the trading of legitimate HP products within the EEA, Switzerland and UK or other applicable Territory, or to influence in any way the pricing of such HP products. The DNT List is "HP Confidential" information and its disclosure and use is governed by section 11 ("Confidentiality") of these Terms. Accordingly, you cannot publicize or disclose the DNT List to any third party without prior written consent from HP.
 - 5.18.2. You must review the DNT List regularly. You will not directly or indirectly trade (i.e., buy from or sell to) the

named products with any company on the DNT List. In the event that you do so, we reserve the right: (i) to demand from you payment of a penalty equivalent to 40% of the HP list price for the named products you buy from or sell to any company on the DNT List. HP reserves the right, and you agree, that in such cases we may debit or invoice the penalty to you, or offset the penalty against any amount owed to you by HP; (ii) to demand that you compensate us for liabilities, losses, costs or damages associated with breach of this section 5.18; (iii) to terminate your participation as an HP Business Partner; and (iv) apply any other consequences for material breach, including but not limited to: termination, refund or forfeit of discounts and/or payments and reimbursement of outside counsel fees, as well as, audit and investigation costs.

5.19. Purchase HP products and/or services only from an “HP Authorized Partner” and resell HP products and/or services only to an HP Authorized Partner and/or end customer. “HP Authorized Partner” means a channel partner, in generic sense (including distributors, sub-distributors, resellers and retailers) that (i) has a valid partner agreement with HP (e.g., an HP Partner Agreement, HP Retail Partner Agreement, HP Business Partner Terms or HP Authorized Partner List Terms), and/or (ii) fulfills the HP Selective Distribution Criteria as specified on the HP Partner Portal, the HP Business Partner Portal or in the product exhibits, including the HP certification requirements for specific products or services for the Territory.

5.20. Without limiting the generality of section 5.19 above, for HP branded core Home Printing Solutions (HPS) and Office Printing Solutions (OPS) ink and DesignJet Volume toner cartridges and printing hardware products (“Print Transactional Products”), the HP Authorized Partners are included on the HP Authorized Partner List available [here](https://hpscoutso.spa.hpcloud.hp.com/simple_partner) (https://hpscoutso.spa.hpcloud.hp.com/simple_partner). Prior to purchasing and selling Print Transactional Products, other than sales to end customers, you will verify on the latest version of the HP Authorized Partner List whether your seller or purchaser is listed as authorized for the Print Transactional Products; for clarity, you will not purchase from or sell Print Transactional Products to distributors, retailers, resellers or other sellers not included on the HP Authorized Partner List. The HP Authorized Partner List will be updated from time to time; to ensure you consult the most current HP Authorized List refer to the above link. As a Business Partner, accepting these Terms, including HP Selective Distribution Criteria, you will be listed as a non-exclusive HP Authorized Partner to purchase and resell HP Products and Services in the Territory. Continued compliance with HP’s Selective Distribution Criteria is required to remain as an HP Authorized Partner.

6. Changes to Terms and Termination

6.1. **Changes.** HP may add to, modify or cancel the Terms at any time (“Change”). HP will provide written notice on the HP Business Partner Portal thirty (30) days before such Change goes into effect. The Change will automatically become a part of these Terms on the effective date specified in the notice on the Business Partner Portal. If you do not agree with the Change, you can immediately terminate your participation by giving us written notice.

6.2. **Termination.** HP may suspend or terminate the Terms at any time subject to thirty (30) days written notice by posting on the HP Business Partner Portal or otherwise.

7. Participation Suspension and Termination

7.1. **Partner termination.** You may terminate your participation or a particular Benefit at any time by giving written notice to HP.

7.2. **HP termination without cause.** HP may terminate your participation or a particular Benefit without cause at any time upon thirty (30) days written notice or any longer written notice provided by HP, which is considered given upon receipt of notice.

7.3. **HP termination for cause.** HP may terminate your participation, a particular Benefit or remove you from the HP Authorized Partner List with immediate effect and without indemnity if: (i) you materially breach these Terms in a manner that cannot be cured or you fail to meet any of your obligations hereunder in some other manner and do not remedy those within the period granted by HP in a written notice; (ii) you are acquired by a competitor of HP or by HP itself; (iii) no purchase activity is recorded during a 12 month period (purchase activity is measured by HP through the daily sell-out reporting from HP contracted distributors and identified sub-distributors); or (iv) you become an HP Amplify Partner.

7.4. **Participation suspension.** HP may suspend your participation, or a particular Benefit without notice if you do not comply with your obligations under the Terms or if there is reasonable doubt regarding your compliance with the Terms. In addition, HP may suspend your listing as HP Authorized Partner in cases of breach of the HP Selective Distribution Criteria until remediation of the infringement.

7.5. **Consequences of Termination.** Upon termination of your participation HP may remove you from the HP Authorized List, you will no longer qualify as HP Authorized Partner for Print Transactional Products.

8. Audit

8.1. You will establish and we have the right to audit, and take copies of, complete and accurate Records for compliance with these Terms. “Records” means your books, including electronic records and original documentation, related to acquisition, sale, maintenance and disposition of all products and services and any supporting documentation such as records on quantities by part number and serial number. You will maintain

Records for two (2) years from the date of sale or purchase of all products and services.

- 8.2. We will give you reasonable notice of an audit. You will give us and/or our auditors (internal or third party) prompt access to your Records during normal business hours. When you purchase products and/or services directly from us, you may opt for granting us any access to your Records through an independent auditor identified by us and acceptable to you. We have the right to audit your Records for two (2) years after termination of the Terms.
- 8.3. HP may engage a third party to conduct an audit of your Records provided that such third party agrees to abide by the terms in section 11, Confidentiality.
- 8.4. Each party bears its own costs associated with an HP audit. However if the audit reveals a deviation from your obligations with these Terms, you agree to pay all of our reasonable audit costs and fees in addition to any other amounts which may be owed.
- 8.5. You agree that we may debit, invoice or offset you for all improper discounts and payments from HP as determined as a result of our audit.
- 8.6. It is your responsibility to cooperate fully with any audit and provide data in electronic format within four (4) weeks of the request from HP or its auditors.
- 8.7. HP may suspend your participation as a Business Partner and your Benefits without additional notice if you do not comply with this section 8 or if there is reasonable doubt regarding your compliance with the Terms, pending any audit outcome and final resolution of any non-compliance issue.

9. Governing law and jurisdiction

- 9.1. The Terms will be governed by and construed in accordance with the laws of the country and locality of the HP Affiliate and any disputes related to the Program will be of the exclusive jurisdiction of the courts of that country.

10. Personal data

- 10.1. Personal data will have the meaning set forth in HP's Partner Data Processing Addendum available online at www.hp.com/privacy. Each party will comply with their respective obligations under applicable data protection and privacy laws and regulations. To the extent that either party is processing any personal data to which it has access on behalf of the other party, HP's Partner Data Processing Addendum will apply.

11. Confidentiality

- 11.1. If the parties exchange confidential information, the receiving party will protect the confidential information of the other in the same manner in which it protects its own equivalent proprietary, confidential, and trade secret information, but with no less than reasonable care. To be treated as confidential information under these Terms, the party disclosing the confidential information must either mark such information as "confidential" prior to disclosure or notify the receiving party in writing that the information is confidential within thirty (30) days of its communication. Unless agreed otherwise, such information will remain confidential for two (2) years after the date of written disclosure.
- 11.2. You will use confidential information for the purpose of fulfilling your rights and obligations under these Terms and not for any other purpose. You will not publicize or disclose to any third party the contents of these Terms without prior written consent from us.
- 11.3. We are entitled to transmit confidential information we receive from you under these Terms to our affiliates as well as to our subcontractors and service providers subject to the above confidentiality obligations and for the purposes of these Terms only.
- 11.4. The following information will not be classified as confidential information. Information that is: (i) A matter of public knowledge at the time of disclosure, or becomes one, through no fault of the recipient's; (ii) Rightfully received by the recipient from a third party without a duty of confidentiality; (iii) Independently developed or learned by the recipient; (iv) Disclosed under operation of law; (v) Disclosed by the recipient with the discloser's prior written approval, but subject to the terms of that approval; or (vi) Rightfully, in the recipient's possession before the disclosure.

12. Other

- 12.1. **Assignment.** You may not assign or transfer any rights or obligations hereunder without our prior written consent. We may assign any rights or obligations hereunder to another HP affiliate at any time without notice.
- 12.2. **Waiver.** No failure or delay by either party to exercise any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.
- 12.3. **Enforceability.** If any part of these Terms is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms will remain in full force and effect.
- 12.4. **Entire Agreement.** These Terms constitute the entire agreement between the parties regarding its subject matter and supersedes all prior representations, discussions, negotiations, agreements, or your additional or inconsistent terms, whether written or oral.

- 12.5.**Force Majeure.** Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control.
- 12.6.**Independent Contractors.** Both parties are independent contractors. These Terms do not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, or principal and agent between the parties. 1
- 12.7.**Notices.** All notices must be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (including by posting on the HP Business Partner Portal or by e-mail), overnight courier, hand delivery, or as of five (5) days of certified mailing. Delivery and receipt of notices are calculated based upon business days, excluding Saturday, Sunday, and public holidays.