

MOTOROLA PARTNER PROGRAMME

TERMS AND CONDITIONS

PLEASE REVIEW THESE TERMS AND CONDITIONS AND SIGN TO INDICATE YOUR AGREEMENT BEFORE PARTICIPATING IN THIS PROGRAMME.

1. **General Conditions:** The Motorola Partner Programme (the “Programme”) being run in collaboration with Motorola. The Programme is sponsored by Tech Data Limited (the “Sponsor”). Those customers who participate in the Program (“Participant”) agrees to abide by these registration terms and conditions (the “Terms and Conditions”) and by the decisions of the Sponsor relating to the Programme, which are final and binding in all respects. The Programme shall be governed by these Terms and Conditions, the laws of England and Wales without regard to any conflict of laws principles. The Programme is not available where restricted by local laws and regulations, and therefore, this Program is void where prohibited by law. This Programme is subject to any local anti-bribery laws, including but not limited to the Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.
2. **Qualifications:** Each Participant must be a customer of Sponsor and have a valid agreement in place. Participation in this Programme is not intended to, and shall not be deemed to create, any employment, agency, partnership, joint venture, franchise, fiduciary or similar relationship between Sponsor and Participant.
3. **Customer Requirements:** Customers must register for the Programme as directed by the Sponsor. Customers must remain in good standing during the entire period from when they submit the registration until the Programme is complete (“Programme Period”). Participants shall actively promote Motorola Products in its communications and shall conduct and provide evidence of its execution of marketing activities in relation to the Motorola Products. Participants will provide to the Sponsor:
 - a. Sell out information on Motorola Products as requested by the Sponsor
 - b. Details of Statements of Work for Motorola products within their business
 - c. Reasonable access for Motorola and Sponsor’s staff to attend Participant’s sales floor days to carry out roadmaps and product demonstrations.
4. **Benefits:** Customers shall at the absolute discretion of the Sponsor be provided access to:
 - a. Specific Motorola B2B content and marketing collateral
 - b. Access to Motorola trainers for staff training
 - c. Additional quarterly target-driven rebates (to be issued and agreed by Sponsor)
 - d. Exclusive Programmes for Participants.
5. **Rebates:** A tier-based rebate scheme tailored to the individual Participant designed by the Sponsor and advised to Participant by Sponsor in writing. Tech Data reserves the right to amend/cancel the rebate scheme at any time and will notify the participant in writing before any changes take effect.
6. **Partner Tiering:** Individual participants will be invited to join the Programme and the Sponsor, at its sole discretion, will assign the participant a tiering reference. This tiering reference will determine the level of rebate granted by Sponsor and the access to Programme materials.

MPP Motorola Preferred Partner
MAP Motorola Approved Partner
MDP Motorola Development Partner

7. **Commencement and Deadlines:** The Programme shall commence on October 1st 2017 and end on such date as determined by Sponsor.
8. **MISCELLANEOUS:** Any dispute between the Sponsor and Participant arising out of or relating to these terms must be bought exclusively in the Courts of England and are subject to the exclusive jurisdiction of the English Courts.

9. Release: To the maximum extent permitted by law, by registering to participate in the Program, each Participant releases and holds harmless Sponsor, any other entities involved in the administration of the Program, each of their respective parents, subsidiaries, and other affiliates, and each of their respective officers, directors, employees, agents, and representatives, from any and all responsibility, liability, damages (including but not limited to direct, indirect, incidental, consequential, punitive, statutory, or other damages), lost profits, losses, costs, or expenses of any kind arising out of or resulting from: (i) any violation by Participant of these Terms and Conditions, the Policies, or applicable laws; (ii) participation in the Program; (iv) any problems or technical malfunctions (errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, satellite, online system, server, or other communications equipment or provider, including any incorrect, incomplete, or garbled information resulting therefrom; (v) any failure of e-mail on account of Internet traffic congestion or otherwise (proof of transmission does not constitute proof of delivery); (vii) any registration, e-mail, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged; and (viii) any other technical or human error that may occur in the administration of the Program.
10. Termination: Sponsor reserves the right, at its sole discretion, to suspend, modify, or terminate the Programme at any time, including without limitation in the event of fraud, abuse, technical, administrative, financial, or other difficulties. Should the Programme ever be terminated, notice will be given by email to all the Participants.