

## Honeywell Printer and Scanner Specialist Programs Terms and Conditions

The following Terms and Conditions describe the qualification and participation requirements for the Honeywell Printer Specialist Program and the Honeywell Scanner Specialist Program. Qualified Partners are eligible for the exclusive Printer or Scanner Specialist discount, the demonstration product discount and other benefits of the Printer Specialist Program or the Scanner Specialist Program as more specifically described below or as provided by Honeywell from time to time. Partners participating in the Honeywell Printer Specialist Program or the Honeywell Scanner Specialist Program agree to abide by these Terms and Conditions in consideration of the receipt of those benefits.

- 1. Partners may apply for the Printer or Scanner Specialist Program by submitting an application via the Honeywell website at www.honeywellaidc.com.
- 2. Honeywell will send out a written acceptance to those Partners chosen for participation in the Printer or Scanner Specialist Program.
- 3. The Printer and Scanner Specialist Programs are available only to Partners with an executed Performance Partner Program Agreement.
- 4. Criteria for acceptance into the Printer or Scanner Specialist Program are as follows:
- 5. Partner must have a clear business focus on Printing or Scanning as evidenced by their application materials.
- Partner must complete a collaborative sales and marketing plan with Honeywell aligned to Printing or Scanning.
- 7. Partner must have a minimum of five (5) specialist sales people dedicated to Printer or Scanner sales, or 50% of Partner's sales force must be dedicated to selling Printers or Scanners.
- 8. Partner must be able to perform hands-on demonstrations of Honeywell Printers or Scanners.
- 9. Partner must maintain an up-to-date demo pool of Printers or Scanners.
- Partner must complete and pass Printer or Scanner Specialist training via the Honeywell S&PS University.
- 11. Partner agrees that Honeywell may contact third parties to verify all aspects of Partner's application, including verifying total Printer or Scanner revenue with distribution.
- 12. Each Printer Specialist Partner will be given a Specialist Discount that when combined with their Tier Discount equals 12%. This combined Discount is stackable with a Project Registration (PR).
- 13. Each Scanner Specialist Partner will be given a Specialist Discount that when combined with their Tier Discount equals 12%. This combined Discount is stackable with a Project Registration (PR).
- 14. Specialist Discounts will not be applied to projects on which a Price Exception ("PE") has been issued.
- 15. Specialist Partners will be given a discount of 70% on demonstration products.
- 16. Each Printer or Scanner Specialist Partner will sign a revenue goal commitment. This commitment will be pro-rated for the calendar year in which Partner entered the Specialist Program. The actual revenues achieved by the Specialist Partner in any year are referred to herein as the "Specialist Attainment."
- 17. New Honeywell Partners and Partners who have sold less than \$5,000 in Honeywell Printers or Scanners, as applicable, in the previous year will commit to an annualized Printer or Scanner revenue target of \$50,000 in year one of the program.
- 18. Current Honeywell Partners applying to the Printer Specialist Program will commit to a minimum 20% annual growth target for Printer sales.
- 19. Current Honeywell Partners applying to the Scanner Specialist Program will commit to a minimum 15% annual growth target for Scanner sales.
- 20. Performance will be reviewed monthly. Formal performance checks ("Formal Reviews") will be conducted every three months. Partners who are not on track at any Formal Review for either: (i) at least 10% annual growth in Printer or Scanner sales, as applicable, or (ii) 100% of their agreed annual growth target will be given a warning. For Partners who have received a warning at a previous Formal Review, if at the next Formal Review the Partner is not on track for either: (i) 100% of their agreed annual growth target or (ii) at least 5% growth above Honeywell's growth for the relevant line of business, Partner will be terminated from the Specialist Program immediately.

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- 21. Printer revenue includes all legacy Intermec by Honeywell and Datamax-O'Neil by Honeywell printers ("Honeywell Printers").
- 22. All Honeywell Printers, whether purchased directly from Honeywell or purchased from Honeywell Authorised North America Distributors, will count towards the Specialist Attainment as more specifically described below.
- 23. Media and services are not eligible for the program discounts described in Paragraphs 6 and 7 above and will not count toward Partner's Specialist Attainment. Partner's accessories purchases are eligible for the program discounts and will count towards Partner's Specialist Attainment to the extent that they align with core Printer and Scanner sales. However, because the chief intent of the Honeywell Printer and Scanner Specialist Programs is the promotion of Printers and Scanners, Honeywell reserves the right to review "Accessory Only" orders and determine on a case-by-case basis whether they are eligible for the program discounts and count towards Partner's Specialist Attainment.
- 24. Revenue for purposes of the Specialist Attainment will be measured at the Specialist Discount applied to the sale. Where a PE has been issued, the revenue for purposes of the Specialist Attainment will be measured based on the total discount applied to the sale; provided, however, that Honeywell may in its sole discretion determine that the revenue associated with certain projects subject to a PE will not be counted towards the Specialist Attainment depending upon the nature of the project, the size of the PE and other relevant considerations.
- 25. At the end of each quarter Honeywell will confirm the Specialist Attainment of participating Partners to each Partner Representative via a "Results" email.
- 26. The Printer Specialist Program is open to the first 50 Partners who apply and meet all eligibility and other requirements for participation. A waitlist will be maintained and should a Partner no longer qualify for the program, the next eligible Partner will be approved into the Program.
- 27. The Scanner Specialist Program is open to the first 50 Partners who apply and meet all eligibility and other requirements for participation. A waitlist will be maintained and should a Partner no longer qualify for the program, the next eligible Partner will be approved into the Program.
- 28. If a Partner returns product for any reason, the associated revenue will be subtracted from the Specialist Attainment.
- 29. The Printer and Scanner Specialist Program discount does not affect any other Partner benefits such as annual rebates, MDF, or leads.
- 30. The Printer and Scanner Specialist Programs are open to Partners registered in North America only.
- 31. Where discount or Program benefits constitute a taxable benefit, Partner is responsible for all resulting taxes.
- 32. Honeywell reserves the right to audit Program members to ensure that the terms and conditions of the Program have been met and to request additional information regarding any and all purchases and supporting documents.
- 33. Honeywell may declare this Program void where it is taxed, regulated, prohibited or restricted by applicable law.
- 34. The decisions of Honeywell in respect of any and all aspects of the Program will be final and binding.
- 35. Honeywell reserves the right to amend or cancel this Printer and Scanner Specialist Program at any time without prior notice.

For more information:

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