

OKI Advantage Partner Agreement 2023/2024 – Australia



Terms & Conditions - Dealer

1. The 2023/2024 OKI Advantage Partner Program (**Program**) period is 1 May 2023 to 31 March 2024. At the end of the term of this Agreement, the Partner is required to apply for the Program.

2. OKI Partners agree to collaborate with their OKI Partner Manager to complete a quarterly Business Plan within 3 months from date of execution of this Agreement.

3. On execution of this Agreement, OKI will send a confirmation email to you including relevant documentation and logins for the Program Portal.

4. As an OKI Advantage Program Partner, you must meet a minimum quarterly hardware purchase target (including options and warranty) covering the program period 1 May 2023 to 31 March 2024 (**Target**).

Q1: 1 May - 30 June 2023 - \$2,000

Q2: 1 July - 30 September 2023 - \$3,000

Q3: 1 October - 31 December 2023 - \$3,000

Q4: 1 January - 31 March 2024 - \$3,000

5. The Target is measured based on hardware (including options and warranty) purchases (not including refurbished stock) from the OKI Authorised Distributor, Dynamic Supplies (**Distributor**). By entering into this Agreement you are authorising the Distributor to provide OKI Data Australia Pty Ltd with your OKI product purchase information.

6. OKI Advantage Program Partners who do not achieve 100% of the Target for two consecutive quarters, will have a review with their Partner Manager. Based on the outcome of the review OKI will establish an action plan with input from the Partner.

7. Rebates and Partner Special Buy Price

For OKI Authorised Dealers you are eligible to a rebate on OKI Consumable purchases. The Consumables rebate is 10% and includes all OKI Consumables purchased excluding tax in the Classic, ES and Pro Series range. There is no rebate for Classic, ES or Pro Series Hardware. For Dealer special buy price refer to your distributor.

7.1 Rebates are paid monthly from OKI to the Partner by EFT only.

7.2 The Partner agrees to take all reasonable steps to ensure that the rebates as paid in accordance with Clause 7 above will not factor into their retail margins.

8. New Partners signing up to the Program will receive the consumables rebate and OKI Advantage Reward points from the 1st of the following month (with an allowance of 2 weeks processing time, e.g., a cut off of 15th each month).

9. To join the OKI Advantage Reward Program, Partners must register on the rewards site. Points are calculated monthly on hardware purchases from the OKI Distributor. To earn points, Partners must meet a minimum hardware purchase of \$1000 per month. Points are loaded into the OKI Advantage Rewards store monthly.

10. Reward Points: For every \$30 hardware (including options and warranty) purchased per month receive 1 point - plus tiered bonus points. 1 point is equal to \$1.

Calculations below are based on hardware (including options and warranty) spend per month, for example;

> \$1,000 hardware spend - receive from 33 points

> \$3,000 - 5% bonus points

> \$5,000 - 10% bonus points

> \$10,000 - 15% bonus points

> \$20,000 - 30% bonus points

Example 1: Purchase \$2000 of OKI Hardware (including options and warranty) receive 67 points.

Example 2: Purchase \$5000 of OKI Hardware (including options and warranty) receive 183 points (including bonus points)

11. OKI Advantage Program Partners will be notified of the Reward Points earned within 10 days of the end of each month.

12. The Rewards Points are based on all hardware purchases during the Program period. Points earned during the Program period must be claimed before the expiry date of 30th April 2024. Any points not claimed by the expiry date will be forfeited.

13. Bonus point promotions will run throughout the Program term.

14. OKI Data Australia Pty Ltd reserves the right to alter or withdraw the OKI Advantage Rewards at any time. The final decision to pay reward points rests with the management of OKI Data Australia Pty Ltd. No correspondence will be entered into. OKI Data Australia Pty Ltd has the right to exclude specified special pricing bids from the OKI Advantage Partner Program.

15. Any queries regarding the Rebate or Reward Points achieved must be raised within a 30-day period following the notification. No changes to rebate or Reward Points will be made after the 30-day period.

16. OKI Partners agree to be listed in the OKI Dealer Locator on the official OKI website. The Partner agrees and accepts that they must maintain the Target each quarter to remain in the listing. Partners who receive a quote request from the website or qualified sales leads from various OKI Data Australia Pty Ltd marketing campaigns agree to action (contact the customer) within 2 business days from the allocation date. Partners must supply sales lead details to OKI Data Australia Pty Ltd for conversion reporting purposes. OKI Data Australia Pty Ltd reserves the right to reroute sales leads not actioned within 2 business days. OKI reserves the right to make changes to consumer terms and conditions associated with OKI's various product models and lines from time to time.

17. Approved Access to Executive Series

a) Only approved Executive Series (ES) partners can access ES hardware and consumables.

b) ES hardware and consumables are only available from OKI Distributor

c) ES consumables cannot be sold to other parties who are not approved ES dealers without prior approval from OKI Data Australia & New Zealand.

d) ES products must be listed on Partners website, but the outright buy-price for hardware must not be advertised. Weekly or monthly finance, rentals or leasing amounts are acceptable.

e) ES consumables must not be advertised online.

f) ES consumables access will still be available to Partners who leave the Program.

g) In the event of a Partner changing hands the sale of business, merger or otherwise, continued access to ES hardware and consumables products require written approval from OKI Data Australia and New Zealand.

h) ES consumables must not be sold to overseas businesses unless OKI Data Australia and New Zealand provides prior written approval.

i) There are no sales territory restrictions in the supply of ES hardware and consumables.

j) Partners must support OKI promotions and marketing activity.

k) Approved partners must not supply consumables to other Partners install base.

l) In the event the Partner does not comply with the obligations outlined in Clause 17, OKI reserves the right to revoke access to ES products, services and benefits, including termination of the ES dealership.

18. Approved Access to Pro Series (Pro 3/8/9/10)

a) Partner must nominate a staff member to complete technical training within 90 days of the signed agreement.

b) Partner must nominate a dedicated OKI Product Sales Specialist and complete sales training within 90 days of the signed agreement. The sales specialist must attend ongoing training each quarter.

OKI Data Australia Pty. Ltd.

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- c) OKI Pro Series products must be listed on partners website, but hardware cannot be advertised online with an outright buy price. Weekly or monthly finance amounts are acceptable.
- d) Approved partners must not supply consumables to other Partners install base.
- e) Partners must support OKI promotions and marketing activity.

19. Termination

A Party may terminate this agreement by providing 30 days' notice in writing to the other Party (**Notification Date**). The agreement ceases on the 30th day after the Notification Date (**Termination Date**).

19.1 In the event of Termination of this Agreement by either party, any rebates or Reward Points accrued/owed pursuant to this Agreement up to and including the Notification Date will be paid to the Partner by OKI.

19.2 The Partner is not entitled to rebates or Reward Points which accrue following the Notification Date.