

Dynabook Americas, Inc. ("Dynabook")

Dynabook Partner Program Terms and Conditions

Effective March 8, 2021

Upon acceptance of your company's Dynabook Partner Program Application, your company is appointed as a non-exclusive Dynabook Partner Reseller ("Reseller"), in accordance with the following Dynabook Partner Program Terms and Conditions (this "Agreement"):

A. GENERAL

1. Dynabook reserves the right to modify or withdraw the Dynabook Partner Program ("Program") at any time. However, any modification or withdrawal will not affect any Program funds earned prior to such modification or withdrawal. Dynabook will notify you in writing of material changes to the Program and post a revised Agreement at this Web Site. Dynabook recommends that you check back at this Web Site on a periodic basis to review the then current Agreement. Your continuing participation in the Program ten (10) days after written notification of the Program modifications will constitute your acceptance of the Agreement as modified.
2. The term of this Agreement shall commence upon the date Dynabook provides written notice (includes email notice) to Reseller of its acceptance into the Program. Each party may terminate this Agreement with or without cause upon ten (10) days prior written notice to the other. However, any termination will not affect any program funds earned prior to the effective date of termination. Notices to Dynabook shall be provided to:

Dynabook Americas, Inc.

Attn: Dynabook Partner Program
5241 California Ave, Suite 100
Irvine, CA 92617

3. To be eligible for participation in the Program, applicants must meet all of the following criteria: (a) Primary business must be to operate as providers of information technology products and/or services who resells personal computing devices (laptop computers and/or computer peripherals, etc.) to end users; (b) Reseller sales location must reside in commercial office space or a retail storefront; (c) Primary transactional business structure must be face-to-face selling, rather than based primarily on electronic, Web, telephone, or other sales transactions. Dynabook also reserves the right to consider additional factors, including Dynabook strategic requirements, when considering an applicant. Dynabook may approve or reject an applicant in its sole discretion.
4. To be eligible for Program benefits: (a) Reseller must sell Dynabook or Toshiba branded laptop computers and/or accessories as set forth in Schedule B ("Eligible Dynabook Products"); sales of third party products and accessories are not eligible for benefits under the Program; (b) Eligible Dynabook Products must be purchased through a Dynabook authorized distributor as set forth in Schedule C ("Dynabook Authorized Distributor"); and (c) Reseller must sell Eligible Dynabook Products to eligible end users.

5. Dynabook reserves the right to designate select end-user accounts that are managed by Dynabook sales personnel as ineligible end users. Dynabook will notify Reseller of end-user accounts that are not eligible for Program benefits.
6. Mail order/catalog resellers, retailers, brokers, and distributors are **not** eligible to participate in the Program. Program eligibility and/or channel categorization shall be decided by Dynabook in its sole discretion.
7. Reseller shall demonstrate commitment and dedication to the development of incremental business in Eligible Dynabook Products as well as to increasing awareness of the Dynabook brand name. Resellers may not represent Eligible Dynabook Products in a negative, misleading or deceptive manner.
8. Reseller shall comply with all federal, state and local laws and regulations governing the advertising, marketing and sale of Eligible Dynabook Products.
9. Reseller shall observe complete confidentiality of data, information, specifications, documentation, and other material (tangible or intangible) which is disclosed by Dynabook to Reseller in connection with the Program and designated by Dynabook as confidential (the "Confidential Information"), using the same degree of care as employed for the protection of its own proprietary and confidential information but in no event less than a reasonable degree of care. Reseller shall (i) not disclose to or otherwise permit access to the Confidential Information by any third party other than an employee of Reseller to the extent necessary in the performance of employee's duties for Reseller; and (ii) ensure that any employee of Reseller receiving access to any of the Confidential Information is advised of the confidential nature thereof. The foregoing does not apply to any information which (i) is already in the public domain or becomes available to the public through no breach of this Agreement by Reseller, (ii) was lawfully in Reseller's possession prior to receipt from Dynabook, (iii) is received independently from a third party free to lawfully disclose such information to Reseller, or (iv) is subsequently independently developed by Reseller. Reseller's obligations and Dynabook's rights under this Section shall survive any expiration or termination of this Agreement for any reason whatsoever. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that Dynabook's remedies at law for a breach by Reseller of its obligations under this Section will be inadequate and Dynabook shall, in the event of any such breach, be entitled to equitable relief (including without limitation preliminary and permanent injunctive relief, specific performance, attorney fees and costs), in addition to any other remedies provided under this Agreement or available to Dynabook at law.
10. Reseller should update its business contact profiles every six (6) months. Reseller shall promptly notify Dynabook in writing of changes to its business status as disclosed in Reseller's Application for participation in the Program.
11. This Agreement involves products and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export, directly or indirectly, in contravention of the U.S. Export Administration Regulations is prohibited.
12. Each party shall be deemed to be an independent contractor and shall have no authority to bind the other. This Agreement shall not be deemed to create a partnership, agency, joint venture or other similar arrangement, and the employees, agents and representatives of one party shall not be deemed to be employees, agents or representatives of the other. Without limiting the foregoing, Reseller acknowledges that use of the term "Partner" in the Program name and in Program materials does not constitute or imply a partnership or any other fiduciary relationship.

13. Eligible Dynabook Products are subject to the Dynabook Standard Limited Warranty accompanying the particular product, which is extended only to end users. Reseller shall have sole responsibility for any warranty it extends to an end user to the extent it differs from the Dynabook Standard Limited Warranty. Dynabook MAKES NO WARRANTIES OF ANY KIND TO RESELLER WITH RESPECT TO THE DYNABOOK PRODUCTS. DYNABOOK SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE Dynabook PRODUCTS.
- 14. IN NO EVENT SHALL DYNABOOK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OR TERMINATION OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF Dynabook HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 15. IN NO EVENT SHALL THE LIABILITY OF DYNABOOK, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THE DYNABOOK PRODUCTS EXCEED THE PURCHASE PRICE FOR THE PRODUCT. IN NO EVENT SHALL THE LIABILITY OF DYNABOOK, WHETHER IN WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY OTHER MATTER ARISING OUT OF THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS (\$5,000).**
16. Reseller shall defend, indemnify and hold Dynabook harmless from all claims, lawsuits and liability (including attorney fees and costs) arising out of Reseller's sales, marketing or related business activities.
17. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of California, without regard to its conflicts of law principles
18. This Agreement and any other agreement or program expressly incorporated herein by reference constitute the entire agreement of the parties and supersede all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to the subject matter hereof.
19. A waiver of any provisions of this Agreement shall not be deemed a waiver of the same or any other provisions in any other instance.
20. Reseller may not assign, transfer or sell its rights or delegate its duties under this Agreement without the prior written consent of Dynabook, which may be withheld in its sole and absolute discretion, and any attempted assignment, transfer or sale without such consent shall be void.
21. Dynabook is not responsible for eligible product availability, and may allocate Eligible Dynabook Products in its sole discretion.
22. Dynabook reserves the right to interpret the rules of the Program in its sole discretion. All decisions made by Dynabook are final.
23. This Program is only valid for Eligible Dynabook Products purchased and sold in the U.S. Dynabook and its affiliates are not responsible for any damages, taxes or expenses incurred as a result of this Program. For Resellers that have a direct contractual relationship with Dynabook, all contracts and amendments with Dynabook must be current and the Reseller's account must be in good standing to qualify for Program benefits.
24. Reseller shall not use any Dynabook or Dynabook trademark as part of Reseller's name or in any manner which Dynabook concludes in its sole judgment is unfair, confusing or misleading to the public. Reseller shall comply with any Program logo or trademark usage guidelines issued by Dynabook in connection with the Program.

25. Dynabook conducts its business in accordance with the highest professional and ethical standards. Dynabook policy prohibits the solicitation or acceptance of any bribe, kickback, or gratuity by any Dynabook employee in the transaction of its business. The payment of any bribe, kickback, or gratuity is not a condition for doing business with Dynabook. Reseller shall report any violation of this policy to the Legal Counsel and to the President of Dynabook at 5241 California Ave, Suite 100, Irvine, California 92617.
26. Reseller is required to obtain a unique customer number from each Dynabook Authorized Distributor with which it does business, and to provide those numbers as part of its Application for participation in the Program.

B. DYNABOOK PARTNER PROGRAM BENEFITS

C		Silver (\$0-\$500,000)	Gold (\$500,000-\$1,000,000)	Platinum (\$1,000,000 +)
FINANCIAL	Membership Level Rebate*			
	Satellite Pro™	1%	2%	3%
	Portégé®	2%	3%	4%
	Tecra®	2%	3%	4%
	Dynabook (Toshiba) Branded Laptop Accessories	2%	3%	4%
	Dynabook Debit Card Rewards	X	X	X
	Product Exclusive Instant Rebate	X	X	X
	First Purchase Rebate	1%		
TOOLS	Special Bid Program	X	X	X
	Deal Registration Program	X	X	X
	Demo Discount Program	15%	20%	25%
	Try Before Buy Demo Program	X	X	X
	Build-to-Order Configurator	X	X	X
	Lead Generation Program (Candidate)		X	X
	Platinum Presidential Welcome Kit			X
RESOURCES	Dynabook Partner Portal	X	X	X
	Marketing Collateral	X	X	X
	Dynabook Advisory Council (Candidate)	X	X	X
	Dynabook Partner Support Team	X	X	X
	Dynabook Field Support		X	X
	Joint Business Planning		X	X

* Excludes Education SKUs.

D. MEMBERSHIP LEVEL REBATE AND FIRST PURCHASE REBATE

I. TIERED MEMBERSHIPS

- **SILVER MEMBERSHIP** (as defined in Schedule A) shall be eligible to participate in the Membership Level Rebate and First Purchase Rebate Program. Silver Members shall earn benefits at the Silver Member Benefit Rate. Benefit Rates are set forth in Schedule B. Dynabook will evaluate Reseller benefits during January and/or July of each calendar year (“Evaluation”) to determine if Reseller’s Membership status would need to be adjusted in accordance with the Qualifying Revenue tiers as defined in Schedule A. Upon Evaluation, Resellers will commence their new Membership Level beginning the month of Evaluation for a period of twelve (12) calendar months. Dynabook may in its sole discretion, commence a new Evaluation of any Reseller prior to the end of Reseller’s current Membership term at any time, for the purpose of promoting the Reseller to the next Membership level.
- **GOLD MEMBERSHIP** (as defined in Schedule A) shall be eligible to participate in the Membership Level Rebate Program. Gold Members shall earn benefits at the Gold Member Benefit Rate. Benefit Rates are set forth in Schedule B. Dynabook will evaluate Reseller benefits during January and/or July of each calendar year (“Evaluation”) to determine if Reseller’s Membership status would need to be adjusted in accordance with the Qualifying Revenue tiers as defined in Schedule A. Upon Evaluation, Resellers will commence their new Membership Level beginning the month of Evaluation for a period of twelve (12) calendar months. Dynabook may in its sole discretion, commence a new Evaluation of any Reseller prior to the end of the current Membership term at any time, for the purpose of promoting the Reseller to the next Membership level.
- **PLATINUM MEMBERSHIP** (as defined in Schedule A) shall be eligible to participate in the Membership Level Rebate Program. Platinum Members shall earn benefits at the Platinum Member Benefit Rate. Benefit Rates are set forth in Schedule B. Dynabook will evaluate Reseller benefits during January and/or July of each calendar year (“Evaluation”) to determine if Reseller’s Membership status would need to be adjusted in accordance with the Qualifying Revenue tiers as defined in Schedule A. Upon Evaluation, Resellers will commence their new Membership Level beginning the month of Evaluation for a period of twelve (12) calendar months. Dynabook may in its sole discretion, commence a new Evaluation of any Reseller prior to the end of the current Membership term at any time, for the purpose of promoting the Reseller to the next Membership level.

II. PAYMENT OF REBATE PROGRAM BENEFITS

1. Silver, Gold and Platinum Member Resellers will earn the stated Benefit Rate at time of purchase from a Dynabook Authorized Distributor.
2. Benefits will be made available to Reseller based on the Reseller’s Program membership level. Silver, Gold and Platinum Resellers will receive a status confirmation letter from Dynabook explaining the benefits eligibility.

3. Benefit calculation is determined by standard Dynabook pricing at the time of purchase multiplied by the applicable Benefit Rate shown on Schedule B. Dynabook reserves the right in its sole discretion to exclude cross sales and sales to ineligible end users when calculating Program benefits.
4. Any credit or rebate issued, reflected by, or arising under this Program is not redeemable in cash or cash equivalents. The claim for credit or rebate is not transferable or assignable.
5. From time to time, Dynabook may run special programs, which may result in an increase in rebate percentage on specific Eligible Dynabook Products.
6. No claims are required to be filed by Reseller for rebates under the Rebate Program

III. DYNABOOK DEBIT CARD REWARDS PROGRAM IS OPEN TO RESELLER EMPLOYEES, AS APPLICABLE

1. See Program Rules for more information.

IV. Dynabook Partner Program Schedules

1. Schedule A – Tiered Membership Levels Based on Qualifying Revenue During the Qualifying Revenue Period
 - a. **Silver Membership:**

Dynabook Partner Resellers who purchase between \$0 and \$500,000.00 of Eligible Dynabook Products as described in Schedule B of the Agreement (“Silver Qualifying Revenue”) during the twelve (12) month period preceding the month of Dynabook Partner’s Membership Evaluation (the “Qualifying Revenue Period”).
 - b. **Gold Membership:**

Dynabook Partner Resellers who purchase over \$500,000.00 and \$1,000,000.00 of Eligible Dynabook Products as described in Schedule B of the Agreement (“Gold Qualifying Revenue”) during the twelve (12) month period preceding the month of Dynabook Partner’s Membership Evaluation (the “Qualifying Revenue Period”).
 - c. **Platinum Membership:**

Dynabook Partner Resellers who purchase over \$1,000,000.00 of Eligible Dynabook Products as described in Schedule B of the Agreement (“Platinum Qualifying Revenue”) during the twelve (12) month period preceding the month of Dynabook Partner’s Membership Evaluation (the “Qualifying Revenue Period”).

2. Schedule B – Eligible Dynabook Products & Benefit Rates

a. Eligible Dynabook Products:

All Tecra, Portégé and Satellite Pro Laptops and Dynabook (Toshiba) Branded Laptop Accessories

b. Eligible Benefit Rates:

	Silver Membership Level Rebate Benefit Rate	Gold Membership Level Rebate Benefit Rate	Platinum Membership Level Rebate Benefit Rate
Dynabook Branded Laptops			
Satellite Pro™	1%	2%	3%
Portégé® (Excludes Education SKUs)	2%	3%	4%
Tecra® (Excludes Education SKUs)	2%	3%	4%
Tecra® and/or Portégé® Educational SKUs	Revenue Credit towards Membership Level	Revenue Credit towards Membership Level	Revenue Credit towards Membership Level
Dynabook (Toshiba) Branded Laptop Accessories	2%	3%	4%
First Purchase Rebate (Stackable)	1%	N/A	N/A

3. Schedule C - Dynabook Authorized Distributors

a. Synnex

b. Tech Data