



## Partner Programme Terms & Conditions

This agreement sets out the terms and conditions under which companies that resell ZyXEL products and service qualify as ZyPartner resellers. The partner must give an assurance that all ZyXEL products and services sold by them will only be sold to business end users and/or consumers in the UK and Ireland and are not for resale in any other territory.

As part of the value-add of the ZyPartner Programme your business must not be run via telesales, catalogue sales or sales over the Internet. If your business is run via these means you will not be eligible for the ZyPartner Programme and the subsequent benefits. Businesses that only provide financing options or sales over auction websites on the Internet cannot be part of the ZyPartner Programme.

### 1. Partner status

- 1.1. ZyXEL confirms that upon the resellers agreement to these terms and conditions the reseller can participate in the ZyPartner Programme and will be assigned a Partner status as agreed by ZyXEL's Account Manager.
- 1.2. To attain a higher status, the ZyPartner must satisfy all specified requirements for each tier, outlined in the Partner Programme brochure, unless ZyXEL is unable to provide or offer a particular service.
- 1.3. The partner must have written confirmation from ZyXEL authorising elevation to the next tier.
- 1.4. All partners are entitled to use the relevant partner logo for the period of one year or until a mid-year status change has been agreed.
- 1.5. The status awarded to Partners is only valid from 1st January to 31st December in the year awarded. Partners are advised that the terms and conditions of this agreement will automatically carry across. Partners will be notified in writing of any changes to their ZyPartner status. Partners can request this information at any time from their Account Manager.

### 2. Requirements

#### 2.1. Training

- 2.1.1. One person from each company can attend more than one type of training course.
- 2.1.2. At least one person from the reseller organisation must attend ZyXEL Sales and Solutions training to become ZyBronze accredited.
- 2.1.3. Dates and costs for attending training courses are available on the ZyXEL website.

#### 2.2. Sales Revenue

- 2.2.1. Sales revenue will be extracted from distributor sales out reports.

### 3. Benefits

#### 3.1. Rebate

- 3.1.1. Rebate is offered to ZyGold, ZySilver, ZyBronze and Authorised partners.
- 3.1.2. The rebate is applied upfront and only through the partners' nominated authorised ZyXEL distributor. All partners will be required to indicate their nominated distributor



through which they will receive relevant rebate. Should the Partner not nominate a distributor rebates cannot be applied.

- 3.1.3. Only Security, Switching and Wireless SMB tiered products are eligible for rebate, see the ZyXEL price list for exact products.
- 3.1.4. Should the partner's nominated distributor not hold the stock that is required at the time of order, then the partner can nominate a single alternative partner on an ad-hoc basis to fulfill their order; this would need to be agreed via email by ZyXEL.
- 3.1.5. If a partner purchases SMB class products from a non nominated distributor then they will not receive rebate from ZyXEL.
- 3.1.6. Partners must use their nominated distributor for a minimum 12 month period with 1 change allowed during this time unless exceptional circumstances denote a change.
- 3.1.7. If a partner's credit line at their nominated distributor has been used then the nominated distributor cannot be exchanged as this is not the responsibility of ZyXEL and therefore ZyXEL cannot apply rebate.
- 3.1.8. Only one ZyXEL rebate can be used at any one time and rebates cannot be used conjunction with special bids.

### 3.2. Partner Portal (ZySpace)

- 3.3.1. Every partner contact will receive an individual Partner Portal log-in. This log-in must be treated as confidential and it should not be shared or abused.

## 4. Confidentiality

- 4.1. Acceptance of these Terms and Conditions also applies acceptance of the Non Disclosure Agreement. Neither party shall disclose, advertise or publish the terms and conditions of this partner agreement without the prior written consent of the other party.
- 4.2. To improve channel communications, ZyXEL reserves the right to pass across company information to third-party distributors. If partners do not wish this to happen they are advised to notify their Account Manager.
- 4.3. Reseller contact details are also passed across to a third party to allow access to the Partner Portal, ZySpace. This data is handled in lines with the privacy and protection laws for data transmission.

## 5. Termination

- 5.1. This agreement will be effective from the date it is accepted by the reseller partner.
- 5.2. Either party may terminate this Agreement upon 30 days written notice to each other.
- 5.3. The agreement may be terminated if the other party is in breach of its obligations as documented elsewhere in the agreement and fails to cure such breach within 30 days written notice.
- 5.4. This agreement is terminated if either party becomes insolvent or files or has filed against it a petition under bankruptcy or insolvency law which remains undismissed after 90 days.
- 5.5. Any partner that is deemed either abusive, or acts in discord with ZyXEL will be terminated from the programme with immediate effect.



5.6. Partners are required to notify any change of status, address or contact details. Failure to do so may result in termination of this agreement.

## **6. Changes to Terms and Conditions**

6.1. Partners are also advised that ZyXEL Communications may change the terms and conditions of this agreement and partners will be advised by e-mail or letter.

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