



OKI Systems (UK) Ltd  
Blays House  
Wick Road  
Egham  
TW20 0HJ

# OKI Shinrai Partner Agreement

Between the two parties

**Oki Systems (UK) Ltd**

Blays House  
Wick Road  
Egham  
TW20 0HJ  
UK  
(hereafter OKI)

**You the Partner**

(hereafter OKI Shinrai Partner)

This Partner Agreement is subject to the following conditions:

## Our commitment to you

As an OKI Shinrai Partner, you will receive an extensive range of benefits, including:

- Dedicated OKI account management
- A bespoke business development plan
- Valuable bonus programme with accelerator
- Access to
  - Demonstration products for in-house sales demonstrations
  - OKI's Shinrai PartnerNET for online marketing and sales tools
  - Point of Sale marketing tools for shop and showroom purposes
  - Sales, product and technical training sessions
  - Specific and exclusive sales promotions
- Appearing on the "Locate a Dealer" page on OKI's corporate website
- The possibility to qualify for our Specialist Programmes

## Your commitment to us

As an OKI Shinrai Partner you are required to:

- Implement the sales and marketing initiatives to achieve the agreed sales targets
- Promote the OKI brand and OKI's product ranges at every relevant opportunity offline and online
- Commit to business and marketing reviews
- Ensure that all branding meets current OKI Partner brand guidelines and that all related information on your website is up-to-date
- Allow access to your sales and support staff for appropriate training
- Attend relevant OKI Shinrai Partner events
- Sell Original OKI consumables
- Abide by all OKI Brand Guidelines

**Scope of Agreement**

This Agreement is to regulate the business relationship between OKI and the OKI Shinrai Partner within the OKI Shinrai Partner Programme framework.

It acts as an overall agreement for the Shinrai Partner Programme and this document governs any other agreements which may include:

- OKI Shinrai Partner Business Plan
- General OKI Terms and Conditions
- OKI Shinrai Specialist Authorisation-Agreements

The dedicated OKI Shinrai Partner category is defined within the OKI Shinrai Partner Business Plan.

OKI Shinrai Partner status may be revoked at any time and any outstanding bonus payments may be stopped at the sole discretion of OKI.

**Purchase of OKI Products**

The OKI Shinrai Partner shall purchase OKI original hardware and consumables either directly from OKI, or from authorised OKI distributors, and will thus be able to resell OKI products as a Non-Exclusive OKI Shinrai Partner.

A list of authorised OKI Distributors can be found on the OKI Shinrai PartnerNET.

The recommended retail prices (RRP) or List prices are non-binding and only recommended by OKI.

OKI encourages the OKI Shinrai Partner not to consequently and systematically offer OKI Products below their cost price and pay attention to fair and competitive pricing structures.

**Validity and termination**

This Agreement is valid from the date it is signed and may be terminated by either party at any time. Termination shall be effective at the end of the calendar quarter in which notice is given.

OKI reserves the right at any time to amend, suspend provision of any benefits or terminate this agreement at its sole discretion, in particular if any of the following events occur:

- The OKI Shinrai Partner breaches any of the terms of this agreement or the underlying agreements or documents
- The OKI Shinrai Partner is put into liquidation or administration or is about to become insolvent, or taken over by another company.

This Agreement automatically terminates agreements which may have been concluded for OKI's previous Partner programmes.

The termination of this Agreement automatically terminates the OKI Shinrai Business Plan and the Partner's status as an OKI Shinrai Partner.

**Confidentiality**

Each party shall safeguard and keep strictly confidential the terms of this Agreement and any and all information of a confidential nature, which it may acquire from time to time in relation to OKI, its business and/or its products. The OKI Shinrai Partner must not use or disclose such information except to the extent necessary as required by law and for the purposes of this Agreement and must ensure that each of its employees and any other person to whom such information is disclosed complies with obligations equivalent to those imposed by this clause.

**OKI Trade Mark**

OKI hereby grants to the OKI Shinrai Partner the non-exclusive right to use the Trade Marks in the promotion, advertisement and sale of OKI Products, subject to, and for the duration of, this agreement. The OKI Shinrai Partner acknowledges and agrees that all rights in the Trade Marks shall remain with OKI and that the OKI Shinrai Partner has and

will acquire no right in them by virtue of the discharge of its obligations under this agreement, except for the right to use the Trade Marks as expressly provided in this agreement.

All such use must be in accordance with the latest OKI Partner brand guidelines. The OKI Shinrai Partner is not permitted to register a name, internet domain or URL including the brand name "OKI".

### **Limitation of OKI Liability**

So far as permitted by law, OKI shall not be liable to the OKI Shinrai Partner for any loss of profits, loss of anticipated savings, loss of agreements, loss of business opportunities or damage to reputation or for any indirect or consequential loss or damage whatsoever which arises out of or in connection with this agreement, although nothing in this agreement is to be treated as limiting or excluding any liability for death or personal injury caused by any negligence of OKI or any other liability which cannot lawfully be limited or excluded.

### **General**

OKI reserves the right at any time to:

- Withdraw programme privileges.
- Make such alterations to the specifications of any OKI products as it thinks fit from time to time and/or discontinue the manufacture or sale of any particular products.
- OKI holds the rights to alter the Partner's category within the OKI Shinrai Partner Programme with effect from the start of the coming calendar quarter.

Benefits accruing from the OKI Shinrai Partner Programme (including benefits described in this agreement) and the use of any OKI Shinrai Partner branded material are subject to continued membership of the OKI Shinrai Partner Programme and are not transferable.

### **Jurisdiction**

This agreement is to be governed by UK law and the exclusive jurisdiction of the UK courts.

Should one or more provisions of this agreement be or become invalid, this shall not affect the validity of the remaining agreement. Invalid or unenforceable provisions shall be replaced by such valid and enforceable regulations, which come close to the invalid or unenforceable regulation in their content.

All terminations, suspension or variations of this agreement are only valid in written form, which may include emails.