

**Champions Choose Mitel Program Terms**

Mitel and Partner agree to the terms and conditions referenced below for Partner's participation in the Program (the "Program Terms"). Upon registering in the Program, Partner is agreeing to be bound by the Program Terms and accepts the rights and obligation as detailed herein. If, at any time, Partner objects to any of the terms and conditions detailed in the Program Terms, Partner should withdraw from the Program.

**1. Definitions.** For purposes of these Program Terms,; "Eligible Order" means an Order eligible for participation in the Program and for contribution towards Program Rewards; "Order" means an order placed by Partner for Program Products, either with Mitel or a Mitel authorized distributor; "Partner" means an authorised partner of Mitel. "Partner Level" means either the platinum, gold, silver or authorised partnership level status assigned to the Partner by Mitel. "Partner Level League" means the leagues for the purpose of the Program only, as detailed in section 5(iv). "Partner's Primary Jurisdiction" is detailed in section 7. "Program" means the Champions Choose Mitel, partner rewards program as further described in the applicable Program Guide. "Program Products" means the Mitel products included in the Program, being (i) MiCloud Connect, (ii) MiCloud Flex; (iii) MiCloud Business (Partner Built), as further detailed in the applicable Program Guide and as such may be amended from time to time, in Mitel's sole discretion. "Program Customer" means a customer of Partner, to whom Partner wishes to provide Program Products to in accordance with these Program Terms and as part of the Program. "Program Guide" means the details for the Program published by Mitel; "Program Rewards" means an amount of \$500 (US dollars). "Program Territories" means EMEA and APAC, but excluding China, India, Russia & CIS; and "Reward Card Terms" means the terms and conditions published on the Program website at [www.championschoosemitel.com](http://www.championschoosemitel.com), and for the purpose of interpretation, the Business Partner and Mitel's third party provider of the Program is TBT Marketing Limited (company no: 04123188 and registered office: 7 High Street, Rode, Frome, Somerset, BA11 6NZ).

**2. Program Term.** The Program will commence on the 1<sup>st</sup> March 2021 and will continue for a period of 12 months (the "Program Term"), unless Mitel gives prior notice to the Partner on the Portal to extend the Program Term.

**3. Program Acceptance.**

(i) Partner hereby accepts and agrees that in order to be accepted on the Program, Partner shall:

- (a) be located in the Program Territories;
- (b) maintain, as a minimum, the Mitel authorized partner status at all times, shall be accredited by Mitel to sell the applicable Program Products and/or shall meet any other Partner eligibility requirements detailed in the Program Guide; and

(c) register and be approved for a virtual reward card (the "Virtual Reward Card") issued by Payment Card Solutions (UK) Limited, trading as B4B Payments (company no: 05941947 and registered office: 21-24 Millbank, London, England, SW1P 4QP) or such other third party supplier of the Virtual Reward Card and electronic money facilities (the "Reward Card Provider"). Partner accepts and agrees that it shall enter into a separate agreement with the Reward Card Provider for the provision of the Virtual Reward Card and by participating in the Program agrees to be bound by the Reward Card Terms. Partner shall indemnify and hold Mitel harmless against any liability that Mitel, the Reward Card Provider and/or any third party provider of the Program may suffer and/or incur in connection with the Program, the Virtual Reward Card and/or the Reward Card Terms.

(ii) Mitel reserves the right to reject any request by a Partner to participate in the Program, if the Partner does not meet the Program acceptance criteria detailed in this section 3 or otherwise pursuant to the Program Guide.

(iii) Without prejudice to the foregoing, Mitel reserves the right to accept the Partner on the Program, exclude the Partner from the Program and/or remove the Partner from the Program at any time and for any reason whatsoever, in Mitel's sole discretion. Mitel may confirm its reasons for any decision made to Partner, including (without limitation) any reason stated in the Program Guide, but has no obligation to do so.

(iv) Any prior rewards programs offered by Mitel are no longer valid. The Program supersedes any prior program offered to the Partner by Mitel.

(v) Following acceptance in the Program and the Partners agreement to comply with the Program Terms, Partner accepts and agrees that Mitel and Mitel's third party provider of the Program, shall be entitled to contact the Partner and provide such information to the Partner as may be relevant regarding the Program and the Partner's participation in the Program during the Program Term, in such form as Mitel and/or Mitel's third party provider may determine.

**4. Order Eligibility.**

(i) An Order shall be an Eligible Order, if:

- a. It is for Program Products; and
- b. from a Partner accepted on the Program;
- (ii) Partner shall ensure that any Eligible Order complies with the Program eligibility as detailed in this section 4 and/or shall comply with such other provisions detailed in the Program Guide. Mitel reserves the right to reject any Eligible Order from the Program, if Partner is in breach of this section. In the event of any inconsistency between these Program Terms and the Program Guide, these Program Terms shall prevail.
- (iii) Mitel reserves the right to accept the Eligible Order in the Program, exclude the Eligible Order from the Program and/or remove the Eligible Order from the Program at any time and for any reason whatsoever, in Mitel's sole discretion. Mitel may confirm its reasons for any decision made to Partner, including (without limitation) any reason stated in the Program Guide, but has no obligation to do so.
- (iv) Mitel will not accept any Eligible Orders from Partner pursuant to the Program following the expiry of the Program Term. Any such Eligible Orders placed following the expiry of the Program Term will be accepted by Mitel directly pursuant to the terms of the Partner's agreement with Mitel or through one of Mitel's authorized distributors and shall not contribute towards any Program Rewards.

**5. Program Rewards.**

(i) On the 1<sup>st</sup> working day of each month during the Program Term, Mitel shall calculate the aggregate revenue of all Eligible Orders submitted by the Partner, during the previous month ("Aggregate Eligible Order Revenue").

(ii) For the avoidance of doubt, all Eligible Orders submitted by Partner for the period from the 1<sup>st</sup> day of the month, until the last day of the month (28<sup>th</sup>-31<sup>st</sup>, as applicable) will count towards the Aggregate Eligible Order Revenue for any Partner accepted on the Program at any time during the relevant month.

(iii) Mitel shall determine the highest Aggregate Eligible Order Revenue for each of the Partners participating in the Program, in each Partner Level League.

(iv) Each month, Mitel shall pay the Partner Reward to the Partner with the highest Aggregate Eligible Order Revenue in each of the following Partner Level Leagues:

Partner Level League
Platinum Partners League
Gold Partners League
Silver and Authorised Partners League

(v) If more than one Partner has the greatest Aggregate Eligible Order Revenue in the applicable Partner Level League in any particular month, the Program Reward will be shared amongst all Partners achieving the highest Aggregate Eligible Order Revenue, in the applicable Partner Level League that month.

(vi) Mitel shall exclude any Partner from the current month Program Reward, if such Partner achieved the greatest Aggregate Eligible Order Revenue in the two prior consecutive months to the current month, and was awarded a Program Reward for each such month.

(vii) The Program Rewards shall be paid by Mitel to the winning Partner's Virtual Reward Card. The Program Reward will be paid to the winning Partner(s) in US dollars only and shall include an additional 3% for any exchange rate fluctuations with the currency used by the Partner in the Partner's Primary Jurisdiction. For example, Mitel shall pay the winning Partner an amount of \$515 to the Partner's Virtual Reward Card.

(viii) The Partner shall have sole responsibility for any and all taxes, duties, fees, fines or other liabilities, costs and/or expenses due, incurred or otherwise associated with its receipt of the Program Rewards, and/or its participation in the Program. Partner shall indemnify and hold Mitel harmless against any liability that Mitel may suffer or incur as a consequence of the Partner's failure to comply with this section 5(viii).

(ix) Mitel shall have sole discretion to decide not to make any payment of the Program Reward to any Partner or for any Partner Level League, in any month, for any reason whatsoever. Mitel shall not pay any alternative amount or in any alternative currency, or make any substitution to the Partner Reward.

(x) The Partner is responsible for its own compliance (and the compliance of any of the Partner Employee's) with the Partner's policy

on participation in the Program and/or the receipt of the Program Rewards.

#### 6. Use of Program Rewards.

(i) Partner shall be entitled to allocate the Program Rewards to any persons employed or engaged by the Partner (the "Individuals"). Each Partner shall be entitled to appoint between 1 and 5 Individuals to receive the Partner Rewards. Mitel shall not in any way be responsible for or offer any determination to the Partner as to whom the Partner may or may not appoint for the allocation of their Program Rewards, or the amount of any Program Rewards allocated by the Partner to any Individual. The Partner accepts full responsibility to and for any Individual appointed by the Partner.

(ii) Each Individual must register and be approved for a Virtual Reward Card issued by the Reward Card Provider. Partner shall and shall ensure the Individual accepts and agrees that it shall enter into a separate agreement with the Reward Card Provider for the provision of the Virtual Reward Card and by participating in the Program agrees to be bound by the [Reward Card Terms](#). Partner shall indemnify and hold Mitel harmless against any liability that Mitel and an/or the Reward Card Provider may suffer and/or incur in connection with the Individual's participation in the Program, their use of the Virtual Reward Card and/or their compliance with or failure to comply with the Reward Card Terms.

(iii) Mitel does not in any way give any assurance or certainty that the Partner and/or any Individual shall be entitled to purchase any goods or services with the Program Rewards using the Virtual Rewards Card, and Mitel does not give any representation and/or warranty in respect of any goods and/or services purchased using the Program Rewards.

**8. Data Protection.** Partner accepts and agrees that Mitel will process personal data in connection with the Program, which will include the supply of personal data to Mitel's third party provider of the Program; and Mitel agrees to only use such data for those purposes or as otherwise detailed in Mitel's Privacy Policy available on the Mitel website at <https://www.mitel.com/legal/policies/privacy-policy>. Partner acknowledges and agrees that Mitel may process personal data on a global basis. Partner represents, warrant and covenant that Partner has all rights and consents (and have made all requisite disclosures) necessary, on a global basis and in support of the Program: (a) for Mitel to process personal data as required including any personal data of any Individual; and (b) for Mitel to provide personal data to Mitel's third party service providers. Personal data will only be kept as long as reasonably necessary, except as may otherwise be required by law.

**7. General. Mitel Entity** - "Mitel" means the following, where Partner's Primary Jurisdiction is in: (i) Canada: Mitel Networks Corporation with registered office at 4000 Innovation Drive, Kanata ON K2K 3K1. (ii) United States of America: Mitel Networks, Inc. with registered office at 1146 North Alma School Rd, Mesa, AZ 85201. (iii) United Kingdom, Australia or Europe (with the exception of France and Germany): Mitel Networks Limited, with registered office at Castlegate Business Park, Caldicot, Monmouthshire, Wales NP26 5YR. (iv) France: Mitel France SAS, with registered office is a 1 rue Arnold Schoenberg, 78286 Guyancourt Cedex, France. (v) Germany: Mitel Deutschland GmbH, with registered office is at Zeughofstrasse 1, 10997 Berlin, Germany. **Applicable Law** - These Program Terms are governed by and construed under the laws specified below, excluding any body of law governing conflicts of laws and the 1980 United Nations Convention on Contracts for the International Sale of Goods, and disputes arising out of or in connection with these Program Terms are to be resolved in accordance with the following: A) Where the jurisdiction of the Partner's agreement is Canada, the laws of the Province of Ontario, Canada. The courts of the Province of Ontario will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Program Terms and the Parties hereby agree to submit to the jurisdiction of the courts of Province of Ontario. B) Where the jurisdiction of the Partner's agreement is the United States of America (including its territories, protectorates or overseas regions), the laws of the State of Arizona, United States. The courts of the State of Arizona will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Program Terms and the Parties hereby agree to submit to the jurisdiction of the courts of State of Arizona. C) Where the jurisdiction of the Partner's agreement is in Europe or Australia, the laws of England and Wales. The courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Program Terms and the Parties hereby agree to submit to the jurisdiction of the courts of England. **Liability** - (a) Nothing in these Reward Terms limits Mitel's liability for claims involving damage or death to persons caused by its negligence, fraudulent misrepresentation or any other liability which cannot be limited under applicable law. (b) In no event shall Mitel be liable for any (i) loss of profit, revenue, contracts, anticipated savings, goodwill or reputation; or (ii) indirect, consequential, punitive, exemplary or special loss or damage, in each case whether or not such loss or damage was foreseeable; and (c) in no event shall Mitel's aggregate liability under these Reward Terms exceed the amount of any Program Reward awarded to the Partner. **Changes** - Mitel reserves the right at any time to alter, amend or change the Program and/or Program Guide. All changes to the Program and/or

Program Guide will be posted on the Portal. Changes shall be effective on the date of posting on the Portal. **Termination** - In addition to any termination rights set out in these Program Terms: (i) Mitel reserves the right to terminate all or any portion of the Program at any time upon notice to Partner; and/or (ii) Mitel may immediately terminate the Partner from the Program if Partner is in breach of a material provision of these Program Terms. **Disputes** - In the event of any dispute raised by the Partner regarding the Program (in any way whatsoever), Mitel's decision is final.