



Integrated Control Technology Ltd

ICT Partner Program Terms and Conditions

Region: Canada

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Terms and Conditions

These Terms apply to the ICT Partner Program offered by Integrated Control Technology (“ICT”) to eligible integration partners in Canada.

For partners located in the Province of Quebec, these Terms and the Partner Program Handbook have first been provided in French. The parties hereby expressly confirm their choice to be bound by this English version, in accordance with section 55 of the Charter of French Language.

1. Partner Program

- 1.1. **Participation:** Participation in the ICT Partner Program (“Partner Program”) is available to Integration Partners that meet the applicable Eligibility Criteria and are accepted into the program by ICT. Enrollment is automatic upon qualification and confirmation through ICT’s annual account review process or other eligibility verification conducted by ICT from time to time. By participating in the Partner Program, the Integrator agrees to be bound by these Terms and the Partner Program Handbook. The Partner Program is exclusively available to Integration Partners and does not apply to distributors, resellers, or OEM partners.
- 1.2. **Handbook and Terms:** These terms must be read in conjunction with the ICT Partner Program Handbook – North America. In the event of any conflict or inconsistency between these Terms and the Partner Program Handbook, these Terms shall prevail.

2. Eligibility

- 2.1. **Eligibility:** To be eligible for participation, an Integration Partner must:
 - a. be incorporated or legally operating in Canada;
 - b. not be a Related Person of ICT;
 - c. meet the following pre-requisites:
 - i. meet ICT’s minimum annual revenue threshold for program eligibility, currently USD \$25,000 / CAD equivalent, as defined in the Partner Program Handbook;
 - ii. maintain good commercial standing with ICT, including having no outstanding payment obligations more than 60 days overdue;
 - iii. have and maintain a current Integrator Sales Agreement with ICT in good standing
- 2.2. **Organizational Participation:** Partner Program participation is granted at the organizational level, not to individuals. Changes in personnel do not affect program status, provided the organization continues to meet eligibility requirements.

3. Enrollment & Acceptance

- 3.1. **Enrollment:** Enrollment in the Partner Program is automatic and driven by ICT’s annual account review conducted each December.

Partners that meet the minimum revenue threshold during the review period are automatically placed into the appropriate tier for the following calendar year, effective January 1.
- 3.2. **Initial Tier Placement:** Newly eligible partners are placed into the tier corresponding with their verified annual ICT revenue. Partners with annual ICT revenue below the eligibility threshold are not enrolled but may qualify immediately upon meeting the threshold, with ICT North American General Manager review and approval, at any point during the year.

4. Partner Program Tiers & Reviews

- 4.1. **Tier Structure:** The Partner Program consists of four tiers:

- Bronze
- Silver
- Gold
- Platinum

Tier placement is determined based on verified annual ICT sales revenue. To maintain status as a Partner Program Participant, an Integrator must:

- a. meet the minimum spend requirements for their tier following entry into the Partner Program;
- b. comply in all respects with the Partner Program Handbook and these Terms;
- c. maintain all representations and warranties made in connection with their enrollment;
- d. promptly notify ICT of any material changes to their business status, ownership, or ability to meet program requirements

- 4.2. **Annual Review:** Tier status is formally evaluated annually in December. Bronze, Silver, and Gold partners are reviewed by their Regional Sales Manager (RSM). Platinum partners receive a personalized review led by their dedicated Customer Success Manager (CSM).

Following the end of each annual evaluation, ICT will review the Integrator's annual sales performance and assess whether the Integrator should:

- a. cease to be a participant in the Partner Program;
- b. remain in their current Tier for the next Program Period;
- c. move to a different Tier for the next Program Period.

ICT will use its reasonable endeavors to advise the Integrator of the outcome of ICT's review by December 15 following the end of each Program Period. ICT's determination of tier placement and eligibility shall be final and binding. All tier changes and related benefits and discounts are effective January 1 annually.

- 4.3. **Mid-Year Tier Advancement:** Partners who achieve higher revenue thresholds during the year may be eligible for mid-year tier advancement.

Mid-year upgrades:

- are evaluated on a case-by-case basis by the ICT North American General Manager
- are approved in collaboration with the assigned RSM for Bronze, Silver, and Gold tier members or the CSM for Platinum tier members.
- provide access only to the benefits of the new tier going forward.

ICT does not downgrade partners mid-year.

5. Benefits & Program Features

- 5.1. **Tier Benefits:** Each tier includes a defined set of benefits, which may include:

- purchase discounts;
- marketing and co-marketing support;
- training benefits;
- technical support levels;
- partner recognition;
- strategic partnership engagement.

Benefits are described in the Partner Program Handbook and vary by tier.

- 5.2. **Discretion & Availability:** All benefits:

- are subject to availability;
- may require ICT approval;
- may be limited, capped, or modified at ICT's discretion;

- do not constitute guaranteed entitlements or financial commitments.
- Certain benefits (including CAB participation, early product access, beta testing, and Platinum tier services) are by invitation only and may be subject to separate terms and conditions, including confidentiality obligations.

5.3. **Audit and Verification:** ICT reserves the right to verify all transactions submitted for consideration as Qualifying Purchases and may reject any transactions deemed ineligible by ICT. Upon reasonable notice, Partner Participants shall provide ICT with access to relevant records, documentation, and information necessary to verify Qualifying Purchases and program compliance. Partner Participants shall maintain such records for a period of three (3) years following the end of each Program Period.

6. Qualifying Revenue

6.1. **Qualifying Revenue:** Qualifying revenue consists of bona fide purchases of ICT-manufactured products made directly by the partner from ICT during the applicable period.

The following are excluded:

- third-party products distributed by ICT;
- purchases made via distributors or intermediaries;
- non-standard, non-commercial, or internal-use transactions.

6.2. **Verification:** ICT reserves the right to:

- audit revenue calculations;
- exclude transactions deemed ineligible;
- correct tier placement based on verified data.

7. Termination

7.1. **Termination of Participation:** ICT reserves the right to terminate an Integrator's participation in the Partner Program with immediate effect on written notice if the Partner Participant:

- does not (as determined by ICT in its discretion) meet the requirements set out in clause 2 of these Terms;
- is in material breach of these Terms and fails to remedy such breach within thirty (30) days of receiving written notice of the breach; or
- becomes insolvent, enters bankruptcy proceedings, or ceases to carry on business;
- engages in conduct that damages or could reasonably be expected to damage ICT's reputation or business interests;
- breaches any confidentiality obligations owed to ICT;
- makes any misrepresentation regarding their sales volumes, eligibility, or program compliance;
- breaches or terminates their Integrator Sales Agreement with ICT.

7.2. **Termination of the Partner Program:** ICT reserves the right to terminate, suspend, or modify the Partner Program at any time in its sole discretion. If ICT determines to terminate the Partner Program entirely, ICT will provide Partner Program Participants with no less than 30 Business Days' notice. ICT may suspend or materially modify the Partner Program with immediate effect if required by law, regulatory requirement, or business necessity.

7.3. **Effect of Termination:** On termination of an Integrator's participation in the Partner Program for cause under Section 7.1, any accrued but unredeemed rewards or Tier status will be forfeited immediately. On termination without cause or termination of the Partner Program itself under Section 7.2, Partner Participants shall retain accrued rewards and benefits earned through the effective date of termination, subject to redemption within ninety (90) days of termination, after which all unredeemed benefits shall expire. Upon any termination, Partner Participants shall immediately cease use of all ICT partner program marks, logos, and designations, and shall return or destroy all confidential information provided by ICT in connection with the Partner Program.

8. Survival

Sections 7.3 (Effect of Termination), 10 (Disclaimer & Limitation of Liability), 11 (Data & Privacy), 12.3 (Relationship of the Parties), 12.4 (Governing Law), 12.6 (Taxes), and 13 (Definitions and Interpretation), together with any confidentiality obligations and audit rights under Section 5.3, shall survive termination of these Terms.

9. Program Changes

ICT may amend:

- these Terms;
- the Partner Program Handbook;
- tier structures, thresholds, or benefits

at any time, at its sole discretion, provided that any material changes that adversely affect Partner Participants' existing benefits or tier status shall require sixty (60) days' prior written notice and shall not apply retroactively to benefits already earned. Updates to non-material terms take effect upon publication or notice.

10. Disclaimer & Limitation of Liability

10.1. **Disclaimer:** Participation in the Partner Program is at the partner's own risk. Subject to Section 10.2 below, and to the fullest extent permitted by law, ICT disclaims all liability for indirect, incidental, consequential, special, or punitive damages, or loss of profits, revenue, or data arising from:

- participation in the Partner Program;
- changes to tiers or benefits;
- suspension or termination of the program.

except to the extent such damages result from ICT's gross negligence, willful misconduct, or from bodily or moral injury, in which case this disclaimer shall not apply

10.2. **Limitation on Direct Damages:** Notwithstanding Section 10.1, ICT's total aggregate liability for any direct damages arising out of or related to the Partner Program, whether in contract, tort, or otherwise, shall not exceed the total value of benefits actually received by the Partner Participant in the twelve (12) months preceding the event giving rise to the claim.

11. Data & Privacy

ICT may collect and use partner data for:

- program administration;
- performance analysis;
- program communications.

For Partners located in the Province of Québec, all personal information is collected, used and disclosed in accordance with the Québec Addendum - Personal Information Protection, which is attached hereto as Schedule A and which forms an integral part of these Terms.

For Partners located elsewhere in Canada, personal information is collected, used, and disclosed in accordance applicable privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA).

ICT's Privacy Policy forms an integral part of this Agreement and is available at : <https://ict.co/privacy-policy>.

By accepting these Terms, the Partner consents to the collection, use, and disclosure of their personal information as described in the Privacy Policy and for the purposes set out in this Section 11 and, where applicable, Schedule A. Partner Participants may withdraw consent subject to legal or contractual restrictions and reasonable notice, as further described in the Privacy Policy.

12. General

- 12.1. **Waiver:** The failure by ICT to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect ICT's right to subsequently enforce that provision.
- 12.2. **Severability:** If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 12.3. **Relationship of the Parties:** Nothing contained in these Terms will be deemed to create any association, partnership, joint venture, employment relationship, or relationship of principal and agent between ICT and the Integrator. Each party is an independent contractor. Neither party has authority to bind the other or to incur any obligation on behalf of the other.
- 12.4. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario for any disputes arising out of or relating to these Terms.
- 12.5. **Contact:** For questions or support regarding the Partner Program, contact us at marketing@ict.co or 6281 S Racine Cir, Centennial, CO 80111, United States.
- 12.6. **Taxes:** Rewards or other benefits under the Partner Program may be taxable under applicable federal, state, or provincial tax laws. The Partner Program Participant is solely responsible for determining their tax obligations and for payment of any taxes, withholdings, or other tax liabilities arising from their participation in the Partner Program. Partner Participants agree to indemnify and hold ICT harmless from any tax liabilities, penalties, or interest assessed against ICT arising from the Partner Participant's failure to report or pay taxes related to Program benefits. ICT makes no representations regarding the tax treatment of Program benefits.

13. Definitions & Interpretation

- 13.1. **Definitions:** In these Terms, the following terms shall have the meanings specified:
 - "Business Day"** means a day on which banks are open for business excluding Saturdays, Sundays, or public holidays in the Province of Ontario
 - "Eligibility Criteria"** means the eligibility criteria for entry into the Partner Program as set out in the Partner Program Handbook
 - "ICT"** means Integrated Control Technology Limited, NZBN 9429035712794, with its registered office at Deloitte Centre, Level 20, 1 Queen Street, Auckland, 1010, New Zealand, acting through its North American operations.
 - "Integrator"** means a person/s or business, appointed by ICT as an Integrator pursuant to an agreement requesting ICT to provide goods or services as specified in any invoice, document or purchase order, and if there is more than one person requesting the goods or services, Integrator is a reference to each person jointly and severally.
 - "Integrator Sales Agreement"** means an integrator sales agreement (including cash or credit account application and general terms and conditions) entered into by the Integrator and ICT, in a form agreed by ICT.
 - "Partner Program"** means the ICT Integration Partner Program created and operated, and amended from time to time, by ICT.
 - "Partner Program Handbook"** means the handbook created and amended from time to time by ICT, which sets out details of the Partner Program member Benefits and Tiers.
 - "Partner Program Participant"** means an Integrator who has met all Eligibility Criteria and has been enrolled in the ICT Partner Program.
 - "Minimum Spend Requirements"** means the minimum annual expenditure on Qualifying Purchases an Integrator is required to achieve and sustain to qualify for and maintain for participation in the Partner Program.

“Products” means Goods and Services as those terms are defined in the Integrator Sales Agreement.

“Program Period” means a period of 12 calendar months from 1 January to 31 December in any year in which the Partner Program operates, or in the case of the first year an Integrator joins the Partner Program, the period from the date on which the Integrator joined the Partner Program until 31 December in the same year.

“Qualifying Purchases” means qualifying purchases by an Integrator from ICT as defined in clause 6 of these Terms.

“Related Company” has the meaning given to that term in section 2(3) of the Companies Act 1993, but with that meaning extended by reading section 2(3) of the Companies Act 1993 as if “company” included any body corporate (wherever incorporated or formed).

“Related Person of ICT” means an employee, contractor, agent or representative of ICT, a Related Company of ICT or any employee, contractor, agent or representative of a Related Company of ICT.

“Spend and Discount Structure” Document means the document entitled ICT Partner Program Spend and Discount Structure, as produced and updated (in ICT’s sole discretion) by ICT from time to time.

“Terms” means these terms and conditions for the Partner Program, as amended from time to time.

“Tier” means a tier of the Partner Program, as specified from time to time in the Spend and Discount Structure Document.

13.2. **Interpretation:** In the interpretation of these Terms, unless the context otherwise requires or as specifically otherwise stated:

- a. headings are for convenience only and do not affect the interpretation of these Terms.
- b. the singular includes the plural and vice versa.
- c. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- d. the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.
- e. a reference to a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate.
- f. a reference to a document includes all amendments or supplements to that document.
- g. when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.
- h. all amounts exclude every tax and duty, unless otherwise expressly provided.

Schedule A:

Québec Addendum—Personal Information Protection (Law 25)

This Québec Addendum forms an integral part of the Partner Program Terms and applies to all Partner Participants located in the Province of Québec.

1. **Applicable Law:** For the purposes of this Addendum, all personal information is governed by the Act respecting the protection of personal information in the private sector (Québec), as amended (the “Act”).
2. **Purpose of Collection:** ICT collects and uses personal information strictly for the purposes mentioned in Section 11 of the Terms.
No personal information shall be collected or used for any secondary purpose without the Partner’s express consent, except where permitted by law.
3. **Consent:** The Partner acknowledges that consent is free, informed, and given for specific purposes. Consent may be withdrawn at any time, subject only to legal requirements and reasonable notice, provided that such withdrawal does not prevent ICT from fulfilling its statutory obligations.
4. **Cross-Border Transfers:** Where personal information is communicated outside Québec, ICT shall:
 - conduct a privacy impact assessment;
 - ensure that the information receives equivalent protection;
 - enter into a written agreement with the recipient providing appropriate safeguards.
5. **Confidentiality Incidents:** ICT shall maintain a register of confidentiality incidents and shall notify the Commission d'accès à l'information and the affected Partner of any incident presenting a risk of serious injury, in accordance with the Act.
6. **Security Measures:** ICT shall implement reasonable administrative, technical and physical safeguards to protect personal information against loss, unauthorized access, use or disclosure.
7. **Automated Decision-Making:** If ICT uses personal information to render a decision based exclusively on automated processing that produces legal or similarly significant effects, the Partner shall be informed in advance.
ICT shall, upon request, provide the reasons and principal factors leading to such decision and allow the Partner to submit observations and request human review.
8. **Rights of the Partner:** The Partner may request access to, or rectification of, its personal information, in accordance with applicable law.
9. **Privacy Officer:** For any privacy-related request, the Partner may contact:
Privacy Officer
Integrated Control Technology
privacy@ict.co
+64 9 4767124

Signature

I confirm that I have read, understood, and agree to these ICT Partner Program Terms and Conditions and that I am authorized to do so on behalf of _____ and I acknowledge that by applying and agreeing to participate in the Partner Program (as that term is defined in the Terms and Conditions), _____ will be bound by and obliged to comply with these Terms and Conditions.

Signed: _____

Name: _____

Position: _____

Date: _____