

# **EATON ELECTRIC LIMITED CONTRACTOR PARTNER PROGRAMME AGREEMENT & TERMS AND CONDITIONS**

**The Eaton Electric Limited (“Eaton”) electrical contractor partner participating in this Electrical Partner PROGRAMME (“PARTICIPANT”) hereby agrees to the following (“AGREEMENT”):**

## **1. Electrical Contractor Partner PROGRAMME (“PROGRAMME”) Eligibility:**

The Contractor Partner Programme supports electrical contractors to develop and grow a profitable and sustainable business by enabling, enhancing and supplementing partners capabilities. It provides market insights and enablement assets to allow Contractors to serve their customers more efficiently and effectively.

### **To be eligible for this PROGRAMME:**

- 1.1 PARTICIPANT must be an electrical contractor of electrical industrial controls and automation and power distribution (circuit protection, surge protection, energy storage, energy distribution units, etc.) fire protection, burglary alarm, Home Automation products and/or services.) “PRODUCTS” to end users
- 1.2 PARTICIPANT must have a valid tax ID – PARTICIPANT who is also an Authorised Electrical Contractor as described in the Appendix level has be screened by Eaton through a Due Diligence programme.
- 1.3 PARTICIPANT shall demonstrate commitment and dedication to the development of incremental business in Eaton products as well as to increasing awareness of the Eaton brand name
- 1.4 PARTICIPANT agrees to be bound by the terms and conditions of this Agreement and any modifications to the terms of this Agreement in order to be eligible for the PROGRAMME.

## **2. Obligations of EATON**

- 2.1 EATON shall designate PARTICIPANT as a REGISTERED MEMBER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in the Appendix) and shall provide PARTICIPANT with all the benefits afforded to a REGISTERED MEMBER as described in the Appendix.
- 2.2 EATON shall designate PARTICIPANT as an AUTHORISED PARTNER in the PROGRAMME should PARTICIPANT comply with the defined requirements (as defined in the Appendix) and shall provide PARTICIPANT with all the benefits afforded to an Authorised Electrical Contractor as described in the Appendix.

### **3. Obligations of PARTICIPANT**

- 3.1 The PARTICIPANT shall perform the obligations as described in the Appendices in the requirement / Obligation Grid.
- 3.2 PARTICIPANT agrees to receive communications from time to time from Eaton on products and promotions directly relevant to the PARTICIPANT'S line of business
- 3.3 PARTICIPANT agrees to allow Eaton to use PARTICIPANT'S name in promotional materials, including press releases, presentations, customer references and reseller lists regarding the sale of Eaton PRODUCTS. Eaton will obtain this PARTICIPANT'S prior written authorisation for publicity documents that contains claims, quotes, endorsements or attributions by PARTICIPANT
- 3.4 PARTICIPANT must comply with all federal, state and local laws and regulations governing the advertising, marketing and sale of Eaton PRODUCTS
- 3.5 PARTICIPANT may not represent Eaton PRODUCTS in a negative, misleading or deceptive manner
- 3.6 PARTICIPANT shall comply with any logo or trademark usage guidelines issued by Eaton in connection with the PROGRAMME

### **4. Miscellaneous**

- 4.1 The term of this AGREEMENT shall commence upon the date Eaton provides written notice (includes email notice) to PARTICIPANT of its acceptance into the PROGRAMME. Each party may terminate this AGREEMENT with or without cause at any time. in writing Upon termination, PARTICIPANT will be removed from the PROGRAMME and will not be eligible for any promotional campaign or similar initiatives under the PROGRAMME
- 4.2 PARTICIPANT understands that the term of this AGREEMENT is one (1) year, which may be renewed by Eaton for additional terms at Eaton's discretion. Any termination of this agreement should be done in written form.
- 4.3 The PROGRAMME is valid only for purchases/sales in the United Kingdom.
- 4.4 Eaton reserves the right to modify the terms of this AGREEMENT or withdraw the PROGRAMME at any time at its sole discretion

### **5. Intellectual Property Rights**

- 5.1 Eaton shall remain the owner of its intellectual property and nothing contained in this AGREEMENT shall imply any transfer of title of any intellectual property and all intellectual property rights existing before or generated after the signature date of this undertaking or generated under this undertaking shall have full title to such rights
- 5.2 Eaton grants herewith a non-exclusive, royalty free right to the Authorised Electrical Contractor to use the trademarks listed in the above Recitals for the purpose and during the duration AGREEMENT (see Appendices)
- 5.3 The PARTICIPANT shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of this authorisation shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other than trade names, whether registered or unregistered) used by Eaton in relation to the PRODUCTS or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the PRODUCTS
- 5.4 Except as expressly authorised in terms of this authorisation, the PARTICIPANT shall not use or authorise any third person to use the trademarks used by Eaton in relation to the Products on any stationery, advertising, promotion or selling material other than the Products or other such materials

supplied by Eaton to the PARTICIPANT. All advertising, promotion and selling materials supplied by Eaton to the PARTICIPANT shall remain the property of Eaton and PARTICIPANT shall not permit any other person to make use thereof

- 5.5 The use in any form of the name "EATON" or Eaton's logo in the official name, company name, trading or business name, domain name or other similar name of PARTICIPANT requires the prior written approval of Eaton
- 5.6 PARTICIPANT agrees to inform Eaton promptly about any infringement of any of Eaton's trademarks or other intellectual property rights or of any act of unfair competition of which PARTICIPANT has knowledge. Eaton and PARTICIPANT shall then jointly decide on appropriate action. PARTICIPANT agrees to assist in every way possible in legal actions taken by Eaton or its affiliates in this regard
- 5.7 PARTICIPANT shall keep confidential all data, information, specifications, documentation, and other material (tangible or intangible) which is disclosed by Eaton to PARTICIPANT and designated by Eaton as confidential. PARTICIPANT's obligations and Eaton's rights under this Section shall survive any expiration or termination of this letter for any reason whatsoever for a period of five (5) years thereafter

## 6. Confidential Information

- 6.1 Confidential Information shall mean information that either party marks or otherwise conspicuously identifies as confidential, or which the receiving party should reasonably understand to be confidential, including but not limited to: non-public information about PRODUCTS and related Services; business plans; market data; financial data; customer data; and sales information
- 6.2 Each party shall:
  - 6.2.1. use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its similar information that it keeps confidential, but in no case less than a reasonable standard of care
  - 6.2.2 use Confidential Information solely for the purpose for which it was disclosed or otherwise for the benefit of the discloser
- 6.3 Either party may disclose Confidential Information to:
  - 6.3.1 employees of entities within its enterprise that have a need to know in order to accomplish the purposes of this AGREEMENT
  - 6.3.2 any third party with the discloser's prior written consent
- 6.4 Any disclosure of Confidential Information by a party to a third party shall be on terms no less restrictive than those in this AGREEMENT
- 6.5 Confidential Information shall not include information that is: i) already in the possession of a party without obligation of confidentiality; ii) developed by a party independently of Confidential Information received from the other party; iii) obtained from a source other than the other party without obligation of confidentiality; iv) publicly available when received or subsequently made publicly available through no fault of the recipient; or v) disclosed to a third party without obligation of confidentiality
- 6.6 Either party may use the ideas, concepts and know-how contained in the Confidential Information of the other which is retained in the unaided memories of recipient's employees
- 6.7 CONFIDENTIAL INFORMATION OF EITHER PARTY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED
- 6.8 The receipt of Confidential Information by either party shall not preclude, or in any way limit, the recipient from: 1) providing to others products or services which may be competitive with products or

services of the discloser; 2) providing products or services to others who compete with the discloser; or 3) assigning its employees in its sole discretion

6.9 Either party may disclose Confidential Information of the other to the extent required by law; however, the recipient shall promptly notify the discloser of any such requirement in order that the discloser may take action to prevent or limit such disclosure

7.0 Any personal information supplied by the PARTICIPANT will be subject to Eaton Corporation's privacy policy posted at: Eaton's privacy policy (<http://www.eaton.com/EatonCom/PrivacyPolicy/index.htm>).

## **7. Status Change**

PARTICIPANT shall provide prompt written notice to Eaton of any substantive change to the information provided in the Eaton Contractor Partner PROGRAMME's application. Upon notification of such change, or in the event of PARTICIPANT's failure to provide notice of such change, Eaton may, at its sole discretion, terminate this AGREEMENT.

## **8. Limitation of Liability**

To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Eaton or its resellers, suppliers or agents be liable to PARTICIPANTS or any person under this AGREEMENT or otherwise for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time.

## **9. PROGRAMME Changes**

Eaton reserves the right to modify, or terminate, the PROGRAMME, including any condition, requirement or benefit, in whole or in part. All such changes shall be effective upon notice to the PARTICIPANT or at such time that Eaton may specify, provided that Eaton will use commercially reasonable efforts to give PARTICIPANT thirty (30) days-notice of any material change to the PROGRAMME. Should PARTICIPANT disagree with any change or modification, it may terminate this AGREEMENT (and its participation to the PROGRAMME) in accordance with applicable AGREEMENT terms.

## **Schedule A**

### **PROGRAMME Requirements**

- Agree to T&C's set forth in this document
- Comply with the PROGRAMME Requirement list based on the PARTICIPANT PROGRAMME tier level

## **Schedule B – PROGRAMME Benefits**

- PARTICIPANT is eligible to the attached PROGRAMME benefits list based on the PARTICIPANT PROGRAMME tier level
- PROGRAMME logo usage.  
In compliance with Eaton's logo guidelines as dictated by the terms of use, PARTICIPANT is eligible to use the Eaton Authorised Partner logo based on the PARTICIPANT's tier level

- Taking part in promotional campaigns under this PROGRAMME provided that PARTICIPANT purchases from any of Eaton Authorised Electrical Wholesalers (EWS) as defined in Schedule C

**Schedule C - Eaton Authorised EWS [United Kingdom 2022]**

- EWS partners

ANEW	
ANEW	B E D (Corby) Elec Distributors
ANEW	BEMCO
ANEW	Edwardes Bros Dulwich
ANEW	ERF Elec Wholeslers
ANEW	Eyre & Elliston
ANEW	L H Evans
ANEW	LED Electrical
ANEW	Medlock Electric
ANEW	Park Elec.Distributors
ANEW	R and B Star Elec Wholesalers
ANEW	R and M Electrical Wholesalers
ANEW	TEC Supplies
AWEBB	
AWEBB	Dean Electrical Wholesale
AWEBB	Devondale Elec Distributors
AWEBB	ElectraCentre Distribution
AWEBB	N E Electrical Wholesalers
AWEBB	Quantum
CEF	
CEF	CEF Regional Group Stockist
CEF	CEF Other
DENMANS	

DENMANS	Denmans Electrical
EDMUNDSON	
EDMUNDSON	Edmundson Enhanced Partner
EDMUNDSON	Edmundson Partner
EDMUNDSON	Edmundson Non-Partner
EDMUNDSON	Lockwell Non-Partner
FEGIME	
FEGIME	A.I.B.Elec.W/Sale Glasgow
FEGIME	AT&T (GB)
FEGIME	B E W Electrical Dist
FEGIME	Central Electrical Distributors
FEGIME	I.D.S.L Supplies
FEGIME	KEW Electrical
FEGIME	Moss Electrical
FEGIME	Phase Electrical Distributors
FEGIME	Rapid Elect Distrs
FEGIME	Smith Bros
FEGIME	Other
MIDA	
MIDA	Switch Electrical Wholesale
MIDA	Other
REXEL	
REXEL	Rexel
YESSS	
YESSS	YESSS Regional Group Stockist
YESSS	YESSS Other

- Other Electrical approved wholesaler.

## APPENDIX

### 1. Eaton Contractor Partner PROGRAMME Requirements / Obligations Grid

	Registered member	Authorised Partner
<b>1. Requirements becoming an Eaton Authorised Electrical Contractor</b>		
Complete online profile and get login details	yes	yes
Being a registered contractor company (member of trade association with member number)	yes	yes
Provide a valid VAT registration number of the company you are part of	yes	yes
Complete minimum 5 Eaton product trainings (general knowledge)	no	yes
Minimum number of different Eaton products installed or sales volume at least £100k in the last 12 months	no	yes
Have professional insurance: Must include coverage of direct, indirect, or any other legal responsibility required by local law	no	yes
Ethics and Compliance: the Participant/Partner shall conduct its business in line with regulations and ethics and compliance standard principles, as for example, outlined in Eaton's Code of Ethics, attached to these Terms and Conditions/Agreement.	no	yes
Provide information of the geographical scope of work and focus	no	yes
Invitation only	no	yes
<b>2. Requirements to remain an Eaton Authorised Electrical Contractor</b>		
Pass annual recertification training with test		yes
Ethics and Compliance: the Participant/Partner shall conduct its business in line with regulations and ethics and compliance standard principles, as for example, outlined in Eaton's Code of Ethics.		yes
Have professional insurance: Must include coverage of Direct, Indirect, or any other legal responsibility required by local law		yes
Minimum number of different Eaton products installed or sales volume at least £100k in the last 12 months		yes

### 2. Eaton Contractor Partner PROGRAMME Benefits Grid

	Registered Member	Authorised Partner	BG Authorised
<b>Knowledge</b>			
Access to Eaton's on-line partner portal	x	x	x
Regular e-newsletters with product and portfolio updates, news and general information	x	x	x

Access to the online knowledge centre (manuals, FAQs, techn. documentation, online catalogues, online video trainings, etc.)	X	X	X
Access to online (technical) product training (Eaton university - training modules)	X	X	X
Access to Eaton on-demand webinars and expert sessions on general topics such as codes & standards or market trends (online)	X	X	X
Free access to sales trainings and tools (on topics such as Eaton products or smart business development)	X	X	X
Access to Buildings as a Grid ROI case studies		X	X
<b>Marketing</b>			
Access to rewards and incentives	X	X	X
Access to standard marketing concepts and co-branded materials (online)	X	X	X
Facebook/ webpage templates to add to your company website/social media	X	X	X
Official certification as an Eaton Contractor Partner (Eaton Partner certificate)		X	X
Welcome kits		X	X
The right to use the Eaton partner logo		X	X
Access to standard branding kits and merchandise (e.g. vehicle stickers)		X	X
<b>Business development</b>			
Access to stock availability view of Eaton products in the UK & I	X	X	X
Product feedback area	X	X	X
Visibility of your company name and contact details on the Eaton Contractor Partner Locator tool on the Eaton website		X	X
Access to Buildings as a Grid simulator studies (BG simulator)		X	X
Eaton experience event programme		X	X

### 3. Code of Ethics

Eaton requires that all directors, officers and employees of Eaton, its subsidiaries and affiliates (“Eaton”) abide by the fundamental principles of ethical behavior listed here in performing their duties.

#### 1. Obeying the law

We respect and obey the laws, rules and regulations applying to our businesses around the world.

#### 2. Integrity of recording and reporting our financial results

We properly maintain accurate and complete financial and other business records and communicate full, fair, accurate, timely and understandable financial results and other material information. We have developed a system of internal controls designed to preserve the integrity of our records and information.



### **3. Respecting human rights**

We respect human rights and require our suppliers to do the same.

### **4. Delivering quality**

We are committed to producing quality products and providing quality services.

### **5. Competing ethically**

We gain competitive advantage through superior performance. We do not engage in unethical or illegal trade practices.

### **6. Respecting diversity and fair employment practices**

We are committed to respecting a culturally diverse workforce through practices that provide equal access and fair treatment to all employees on the basis of merit. We do not tolerate harassment or discrimination in the workplace.

### **7. Avoiding conflicts of interest**

We avoid relationships or conduct that might compromise judgment or create actual or apparent conflicts between our personal interests and our loyalty to Eaton. We do not use our position with Eaton to obtain improper benefits for others or ourselves. We do not engage in activities or enter into relationships that compete with Eaton.

### **8. Protecting assets and information**

We use Eaton property, information and opportunities for Eaton's business purposes and not for unauthorised use. We properly maintain the confidentiality of information and employee data entrusted to us by Eaton or others.

### **9. Acting with integrity**

We do not offer or accept bribes, kickbacks or inappropriate gifts or entertainment. We engage in business practices that are consistent with our ethics and values.

### **10. Selling to governments**

We comply with the special laws, rules and regulations that relate to government contracts and relationships with government personnel.

### **11. Political contributions**

We do not make contributions on behalf of Eaton to political candidates or parties, even where lawful.

### **12. Environment, health and safety**

We are committed to being a global leader in safeguarding the health and safety of our employees and protecting the environment.

**Reporting-** Subject to local law, any person may openly or anonymously report any ethical concern or potential or actual legal violation, including any accounting, financial, tax or anti-bribery matter, to the Ethics and Compliance Office. Confidentiality will be maintained to the fullest extent possible while permitting an appropriate investigation.

These reports may be made by postal mail, e-mail or telephone as indicated below:

**Postal mail-**

Send mail to,  
SVP, Ethics and Compliance,  
Eaton  
1000 Eaton Boulevard  
Cleveland, Ohio 44122 USA

**E-mail-**

Send e-mail to [Ethics@eaton.com](mailto:Ethics@eaton.com) or use the web forms located on the Global Ethics website accessible through JOE (Eaton’s intranet) or on Eaton’s external website.

**Telephone-**

Contact the Ethics and Financial Integrity Help Line by dialing 800.433.2774 from the U.S. and Canada. From all other countries, dial the number listed on your local Ethics poster or on the Global Ethics website on JOE. The Help Line is tollfree, and a multilingual representative is available 24 hours a day 7 days a week.

**Multilingual support-**

If you prefer, you may use your native language to write your concern to one of the addresses above, and we will translate your letter or e-mail. Eaton will not permit retaliation against any employee who reports an ethical, legal or financial concern nor will it discipline any employee for making a report in good faith.

**Personal responsibility**

Every director, officer and employee has the personal responsibility to read, know and comply with the principles contained in this Code of Ethics. Subject to local law, compliance with these principles is a condition of employment, and failure to comply may result in discipline, up to and including termination. The Board of Directors shall determine, or designate appropriate management personnel to determine, the actions to be taken in the event of violations of the Code of Ethics. These actions will be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Ethics.

Subject to local law, every director, officer and employee has the duty to bring to the attention of Eaton any activity that in his or her judgment would violate these principles. Reports may be made to a supervisor or another member of management, or the Ethics and Compliance Office as noted above. Potential violations may also be reported to the chairs of the Audit or Governance Committees of the Board of Directors, or directly to the full Board of Directors, by mail in care of the SVP, Ethics and Compliance, who will forward the report.

(Last Updated: 1/20/2022)

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