

# HP Business Partner Program General Terms EMEA



(for Business Partners with an HP Partner Agreement)

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## 1. General

1.1. **TERMS.** These Terms govern the HP Business Partner Program and form part of your HP Partner Agreement.

1.2. **VALIDITY.** These Terms are valid for HP fiscal year 2026, unless changed or terminated in accordance with Section 5, "Program Changes and Termination". Each HP fiscal year, new terms replace the expired terms of the previous fiscal year.

1.3. **ORDER OF PRECEDENCE.** In the event of conflict of Terms, the following order of precedence will apply: Benefit Terms; these Terms; the HP Partner Agreement.

1.4. **DEFINITIONS.** Capitalized terms not otherwise defined in these Terms are as defined in the HP Partner Agreement.

1.5. **AGREEMENT.** Your participation in the HP Business Partner Program indicates your acceptance of and agreement with these Terms, notwithstanding any other form of acceptance that HP may request.

1.6. **SEVERABILITY.** These Terms are valid only to the extent permitted by the law applicable to your HP Partner Agreement.

1.7. **GOVERNING LANGUAGE.** Except for the languages listed, this English language version of these Terms will be the original and governing instrument between the parties. In the event of any conflict between this English language version of the Terms and any subsequent translation into any other language than Turkish, this English language version will prevail, and the translation is provided as courtesy unless expressly provided to the contrary by applicable local mandatory laws.

## 2. Membership

2.1. **ELIGIBILITY CRITERIA.** You must (i) have an HP Partner Agreement or have accepted HP Business Partner Terms (ii) meet the minimum revenue threshold for HP fiscal year 2026 (if any) applicable in your country and (iii) not be an HP Amplify partner.

2.2. **MEMBERSHIP PERIOD.** Your membership ("Membership") for HP fiscal year 2026 will be effective from 1 November 2025 until 31 October 2026 subject to any changes, suspension or termination in accordance with Section 6, "Program Membership Changes, Suspension and Termination".

## 3. Benefits

3.1 **ACCESS TO BENEFITS.** You have access to the following HP Business Partner benefits ("Benefit" or "Benefits"), subject to their own terms, which are hereto incorporated by reference.

3.1.1 **END USER SPECIAL PRICING:** eligibility for first level HP Partner End-User Special Negotiated Discounts for corporate & commercial deals subject to the HP Partner End-User Special Negotiated Discount Program Terms as posted on the applicable HP partner portal. To be eligible for End User Special Pricing for public sector deals, you must provide certification of compliance with anti-corruption law and HP's Partner Code of Conduct and complete all related training and due diligence as and when requested by HP;

- 3.1.2 HP BUSINESS PARTNER INSIGNIA: authorization to use the HP Business Partner insignia subject to the HP Brand Guidelines, as published on the applicable HP partner portal;
- 3.1.3 HP PARTNER PRODUCT PROMOTIONS: eligibility to participate in HP product promotions subject to the applicable promotion terms as posted on the applicable HP partner portal;
- 3.1.4 HP MARKETING, CO-BRANDING AND OTHER CO-MARKETING MATERIALS;
- 3.1.5 SALES TOOLS, PRIORITY HP BUSINESS PARTNER NEWS, PRODUCT INFORMATION, TRAINING;
- 3.1.6 HP BUSINESS PARTNER REWARDS: eligibility to participate in HP Business Partner Rewards and/or any other HP Business Partner incentives available in certain countries as listed on the applicable HP partner portal;
- 3.1.7 HP PARTNER PORTAL: access to additional content posted on the applicable HP partner portal.
- 3.2 ELIGIBILITY. Your eligibility for Benefits is determined according to your contractual Territory unless otherwise expressly provided by HP in these Terms.
- 3.3 DECISION. HP will determine your eligibility for Benefits in accordance with these Terms. HP's decisions are final.
- 3.4 SALES TO HP OR AFFILIATES. Partner sales to HP, to any HP-owned entity, or to its Affiliates do not qualify for Benefits.
- 3.5 EXCLUSION. HP reserves the right to exclude ineligible sales from the calculation of Benefits and to request reimbursement of any ineligible Benefits paid by HP. HP may also use any accrued Benefits to offset any compliance claims that HP may have against you.
- 3.6 SUSPENSION. HP may put any of your Benefits on hold if there is a reasonable doubt regarding your compliance with these Terms or your HP Partner Agreement, until audit results are available and/or any non-compliance issues are resolved.

## 4. Partner Responsibilities

- 4.1. COMPLIANCE. You will comply with these Terms, as updated from time to time on the HP Partner Portal, and with any compliance requirements under applicable law that may apply in your contractual Territory. You must also cooperate fully with any audit requested by HP and provide records in the format and time frame requested by HP or its auditors.
- 4.2. CHANGE. You will inform HP without undue delay of any material changes in your company ownership, organization, or staffing that may prevent you from participating in or complying with these Terms.
- 4.3. COMMITMENTS. You are solely responsible for any commitments you make to your customers and for ensuring customer satisfaction. You will not make any commitments to your customers on behalf of HP.
- 4.4 ORIGINAL EQUIPMENT MANUFACTURERS (OEMs). OEMs with an HP OEM Agreement do not qualify for the HP Business Partner Program.
- 4.5 ANTI-COUNTERFEIT. You will cooperate fully with HP's anti-counterfeit audits of Products as defined in HP's Channel Partner Protection Audit Guide. You hereby consent to unannounced inspections of all Products at facilities you use, to be conducted by HP or its designees during normal business hours. Any Product bearing an HP logo must be genuine and authorized for sale in the appointed Territory.

## 5. Program Changes & Termination

5.1. CHANGES. HP may add, modify, or cancel these Terms at any time (“Change”). HP will provide written notice on the HP Partner Portal 30 days before such Change goes into effect. To ensure you obtain the most current information, access the most recent version of these Terms on the HP Partner Portal.

5.2. TERMINATION. HP may suspend or terminate the HP Business Partner Program at any time subject to 30 days’ written notice by posting on the HP Partner Portal or another means of communication.

## 6. Partner Membership Changes, Suspension & Termination

6.1. PARTNER TERMINATION. You may terminate your Membership or a particular Benefit at any time by giving written notice to HP.

6.2. HP TERMINATION WITHOUT CAUSE. HP may terminate your Membership or a particular Benefit without cause at any time with 30 days’ notice.

6.3. HP TERMINATION FOR CAUSE. HP may terminate your Membership or a particular Benefit with immediate effect and without indemnity if: (i) you fail to meet the related requirements, (ii) you are in breach of any of your obligations under these Terms or the HP Partner Agreement, (iii) you are acquired by a competitor of HP or by HP itself, iv) you are or become an OEM selling products competing with HP Products or Services, (v) no purchase activity is recorded during a 12 month period (purchase activity is measured by HP through the daily sell-out reporting from HP contracted distributors and identified sub-distributors); or (vi) you become an HP Amplify Partner.

6.4. EFFECT OF TERMINATION of your HP Partner Agreement. Your Membership will automatically end when your HP Partner Agreement terminates.

6.5. MEMBERSHIP SUSPENSION. HP may suspend your Membership or a particular Benefit without notice if you do not comply with your obligations under these Terms or if there is reasonable doubt regarding your compliance with these Terms.

6.6. EFFECT OF TERMINATION OF YOUR MEMBERSHIP. If HP terminates your Membership, you will no longer qualify for the Benefits. If HP terminates a particular Benefit, you will no longer qualify for that Benefit. If applicable, HP may debit, invoice, or offset all improper discounts given during your Membership.

## 7. Ownership Change

In case of an ownership change, you will notify us in writing and provide the required information within five days prior to the intended date of change, or on the earliest date you are legally permitted to provide such information, but not later than five business days after the change has occurred. “Ownership Change” means merger, acquisition, consolidation, or other reorganization that results in an entity controlling 50% or more of your company’s capital stock or assets, or which assumes management of your operations, or your company’s acquisition of 50% or more of the capital stock or assets of another entity. In the event the other entity is an HP competitor for the Products and/or Support for which you are an HP Authorized Partner, a 20% threshold will apply.

After we receive all required documents to evaluate your status change or as soon as we believe we are in a position to decide, we will notify you of our consent or refusal to continue your Membership or particular Benefits. If we refuse, your Membership or particular Benefits will automatically and immediately end unless otherwise provided and we may, subject to mandatory applicable law, cancel any unfulfilled obligations. We do not consent to these changes prior to any Ownership Change.