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| **TD SYNNEX Flat Fee Agreement** | | SCM# /Navigator #: |  |
| Vendor Name: |  | Product Manager: |  |
| Vendor Contact: |  | Marketing Contact: |  |

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| **Pre-Approval Section** | |
| This agreement entitles the afore-mentioned vendor to participate in the TD SYNNEX Marketing Program and/or Activity (check all that apply): One Quarter $5,000: ¨ Two Quarters $10,000: ¨ Annual Program $20,000: ¨ | |
| Program/Activity Name (for A-La-Carte details, fill out A-La-Carte Information on Page 2):  Strategic Procurement New Vendor Quickstart Program | |
| Description:  **Starter campaign focused on new vendor brand and value awareness.**  The goal of this program is to provide new vendors access to partners in the DemandSolv partner ecosystem as part of our StratPro and ISV content stream.   * A landing page will be provided in the directory and will link to a meeting request so the vendor can schedule time for education and recruitment. * Partners will receive one asset about the vendor to educate them on the products and services of the vendor. The asset will remain available for partners for a period of 90 days. * Partners will distribute one vendor asset across their social channels, blogs and email to their customers and prospects. The asset will remain available to partners for a period of 90 days. * Develop one week campaign with these assets per quarter, two for six months * One email messages per quarter to the over 5,000 accounts in DemandSolv about the vendor. * Reports will be provided during each 90 day period covering names of partners that engaged with content, and reach of content to the consumer audience. | |
| All reimbursements shall be in the form of a credit memo and are due within thirty days of the completion of program activity. If payment is not received within thirty days, TD SYNNEX reserves the right to deduct amounts due from existing vendor invoices. All activities will include a markup for TD SYNNEX Marketing and Administrative support. For advertisements, catalogs, email, fax mailers and other related promotions, TD SYNNEX reserves the right to edit/approve final content. For spiffs, contests, promotional items and other related activities, TD SYNNEX reserves the right to utilize authorized funds as deemed necessary in order to promote or otherwise sell vendor products. TD SYNNEX will provide necessary support for claimed amounts when requested. If the undersigned/vendor cancels an approved/authorized program, all out of pocket amounts incurred by TD SYNNEX prior to the cancellation will be reimbursed by vendor. The party signing this contract indicates his/her approval of the program to be delivered by TD SYNNEX or its subsidiaries, understands the terms and conditions of the program and represents that he/she has the authority to execute this contract. Any programs delivered by a TD SYNNEX subsidiary will be invoiced by such subsidiary  CANCELLATION POLICY: All cancellations must be in writing. If Vendor cancels after this contract has been fully executed by both parties, a cancellation fee will be charged according to the following fee schedule:  • If cancellation occurs 30 days prior to the event, 50% of the event fee will be charged.  • If cancellation occurs 14 days prior to the event, 75% of the event fee will be charged.  • If cancellation occurs 7 days prior to the event, 100% of the event fee will be charged.  For Pre-Pay SCMs, TD SYNNEX Marketing Specialists will work with vendor to ensure that Funds will be fully spent within one (1) Fiscal year of issuance. If funds are not used within the (1) year period, TD SYNNEX reserves the right to determine fund utilization. | |
| Accepted by: | Date: |
| **Project/Payment Classification** | |
| Select Billing Organization (circle selection below and list %):  SYNNEX\_\_\_\_\_\_\_% Tech Data\_\_\_\_\_\_\_% | |
| Payment via Co-op: | ADF#: |
| Payment via MDF: | Profit Center #(s): |
| Billing Method: Direct Billing: ¨ GL 3902: ¨ GL 1919: ¨ | % Funding by Profit Center: |
| **Claim Section – For TD SYNNEX use only** | Date Claimed: |
| Expense Summary | Expense |
| Claimed by: | |
| **Total DUE:** | **$** |

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| **Funding – INTERNAL (TD SYNNEX Navigator Set-Up only. Complete as needed)** | | | |
| Profit Center #(s): |  | % Funding by Profit Center: |  |
| Billing Method: | Direct Billing: ¨ GL 3902: ¨ GL 1919: ¨ | | |

**A-La-Carte Terms:**

Vendor agrees to participate in and pay for the specific Marketing Activities selected above. Vendor understands this is a commitment to utilize the marketing activities within the dates specified and agrees to pay the marketing fee listed for each activity as they are completed. Any changes to the quoted marketing activities that are requested by Vendor may increase the total marketing fee. Vendor will be notified in advance of any additional marketing fees in order for additional funding or approval of change of funding to be provided.

**INVOICING:** The Marketing Activity fee will be invoiced after the implementation date of each activity and will be due net 30 days from date of invoice. If Co-op funds are not available at the time of invoicing, payment will be offset against Marketing Development Funds, or offset against the next available Co-op accrual. If Vendor does not remit the marketing fee due within 30 days of invoice date, Tech Data reserves the right to deduct the fee from the next invoice sent to Tech Data by Vendor.