

Partner Programme Terms and Conditions

Item	Detail
Effective from	[29/09/2026]
Related document	Partner Programme Rules (these Terms prevail in case of conflict)
Programme owner	Arteco srl - Società soggetta a direzione e coordinamento di KRENOVA SRL (Società a socio unico) Partita IVA: 02814270399 - Sede Legale: Via Pana 180, 48018 Faenza (RA) Italy
Contact	Synergy partner program - Arteco

This document sets out the terms and conditions for joining the Arteco Synergy programme, at both Base and Premium level. The Partner acknowledges them when registering on the portal and accepts them by signing the partnership order. The Terms in force are always available from the link in the partner portal and on the website.

1. Definitions

- **Arteco:** the company that owns the Synergy programme and its materials, trademarks and tools.
- **Partner:** the company joining the programme, through the people it appoints as technicians or sales contacts.
- **Programme:** Arteco Synergy, at Base and Premium level.
- **Rules:** the Partner Programme Rules, which describe benefits and operating rules in detail and form an integral part of these Terms; these Terms prevail in case of conflict.
- **Portal:** the MyArteco reserved area where the Partner registers, books certification sessions, registers projects and accesses the Materials.
- **Partnership Fee:** the annual fee for the partnership, calculated per person under Annex A. Each person's fee includes their certification.
- **Activation:** the moment the partnership becomes operational, i.e. when the invoice for the order signed by the Partner is issued.
- **Partnership Period:** 12 months from the date of the Partnership Fee invoice or, on renewal, from the expiry of the previous period.
- **Certification:** the technical or sales certification issued by Arteco to an individual who passes the relevant session.
- **Certified Person:** a person employed by the Partner who holds a Certification.
- **Mandatory Updates:** the update sessions (webinars) each Certified Person must attend to keep the Certification, according to the calendar published on the Portal.
- **Grace Period:** the 30 days following expiry of the Partnership Period, governed by Art. 8.
- **Arteco Contact:** the person appointed by Arteco to manage the relationship with the Partner and run the onboarding.
- **Materials:** technical documentation, guides, training content and marketing tools provided by Arteco within the programme.
- **Project Registration:** the notice by which the Partner reports an identified business opportunity to Arteco, under Art. 9.

2. Scope, acknowledgement and joining

This document governs the relationship between Arteco and the Partner within the Synergy programme. Joining is completed in four steps:

1. **Portal registration,** acknowledging these Terms by ticking the relevant box. The acknowledgement carries no financial commitment.

2. **Onboarding** with the Arteco Contact, who explains levels, prices and the main points of these Terms.
3. **Formal offer and order:** Arteco sends the offer for the chosen level; the Partner's signature of the order constitutes full acceptance of these Terms and of the Rules, referenced in the offer.
4. **Invoicing:** the partnership is activated when the invoice is issued, and Arteco enables the Partner's access to the partner area of the Portal.

Joining the programme does not in itself constitute a distribution, agency or commercial representation agreement, and gives the Partner no power to represent Arteco. Any separate commercial agreements already in place between the parties remain unaffected.

3. Term of the partnership

The partnership lasts **12 months from the invoice date** of the Partnership Fee. The term does not depend on when the Partner's people obtain their Certification: the time taken to certify neither suspends nor extends the Partnership Period.

On expiry the partnership is renewed only under the conditions of Art. 7. There is no automatic renewal.

4. Levels and certification requirements

The Partner chooses the level at the offer stage. The level sets the minimum number of people to be certified. The Partnership Fee is calculated per person (Annex A) and includes each person's certification.

Level	People to certify	Notes
Base	1 technician (in-person technical certification)	Further people at the same per-person rate
Premium	2 technicians + 1 salesperson (in-person technical and sales certification)	At least 1 complex uSS project a year; see small company clause below

Premium commitment. A Premium Partner commits to developing at least 1 complex uSS project per year. A project is complex if it has:

- 1) at least 50 cameras, including those distributed over several sites;
- 2) at least one of these elements:
 - a. Multiple sites: Two or more locations that are centrally managed by uSS.
 - b. Integrations: with other systems, e.g. intrusion detection, access control, license plate reading, I/O, intercom, building management systems or third-party software via API.
 - c. Video analysis: even only on board the camera, if used operationally for alarms, events or searches. For example, crossing lines, intrusion, people and vehicles, license plates, counts.
 - d. Particular architecture: redundancy or failover, distributed logging, gateways to remote sites, cloud or hybrid installation, separate networks or isolated plants.
 - e. Control room: multiple operators with different roles and permissions, video wall, centralized alarm management.

Small company clause. For small companies, the Premium requirement may be met by 2 people (1 certified technician and 1 certified salesperson) or by 1 person who covers both roles and obtains both certifications. Whether a company qualifies as a small company is assessed by Arteco, case by case and at its discretion, during onboarding.

An upgrade from Base to Premium during the year is made by ordering the missing people at the per-person rate, with no need to renegotiate these Terms. No automatic downgrade takes place during the year.

5. What is activated and when

When	Benefits
At Activation (signed order and invoice issued)	Portal and Materials access (brand kit, specifications and more); listing in the website partner directory with the Synergy digital badge; booking of certification sessions; technical support; Project Registration and project protection (Art. 9); Mandatory Updates; for Premium, also: Inside Sales support, qualified leads when available, semi-annual reserved webinars and private roadmap twice a year, co-marketing and social, pre-sales tools (sizing tool), end-customer support, annual event at the Arteco Africa headquarters, participation in promotional campaigns, OEM/white label on agreed commitment
After Certification	Partnership certificate in PDF, valid until the end of the Partnership Period; the level's commercial terms (capex and opex discounts; any extra on the protected project, case by case); 8 uSS/uSee full capex licences with 1 year of SPP

Certificate, commercial terms and included licences are obtained only after Certification. The 8 included licences must be redeemed before the end of the current Partnership Period.

6. Certifications

- **No deadline to certify.** The Partner may obtain Certifications at any time during the Partnership Period. Arteco recommends certifying people in the first available sessions, because commercial terms and included licences are activated only upon Certification, while the Partnership Period runs from the invoice in any case.
- **Sessions.** Arteco runs in-person certification sessions every month, in Faenza (Italy) and Centurion (South Africa). Dates are chosen through the Portal after Activation, subject to availability; if a date is full or the Partner cancels in advance, Arteco offers a new date.
- **Validity.** The certificate is valid until the end of the Partnership Period and is renewed with the partnership, under Art. 7.
- **Ownership.** Certifications belong to the person and to the company that appointed them, and cannot be transferred to another company.
- **Departure of a Certified Person.** The Partner promptly notifies Arteco when a Certified Person leaves and has 60 days to restore the number of certifications required by its level, by certifying another person at the Annex A rate, with no immediate effect on the level.

7. Mandatory updates and renewal

Every Certified Person employed by the Partner must attend the Mandatory Updates, published on the Portal well in advance (for 2027: March and October). Premium-only webinars (for 2027: April and November) are not mandatory.

Renewal applies to the partnership and, with it, to the certificates of all Certified People. Renewal is possible only if, by expiry or within the Grace Period:

1. the Partner has signed the renewal order and the invoice has been issued, with the renewal fee for each Certified Person set out in Annex A;
2. **all** Certified People still employed by the Partner have attended the Mandatory Updates for the period;
3. the Partner commits to having its Certified People attend the Mandatory Updates for the following period.

If even one Certified Person still employed has not attended the updates, or any of these conditions is not met by the end of the Grace Period, the partnership lapses under Art. 8. The new Partnership Period runs from the expiry of the previous period, not from the date of the renewal order. People no longer employed by the Partner are not renewed and do not count towards the requirements.

8. Grace period and lapse

- **30-day grace period.** During the 30 days after expiry all benefits remain active. If renewal is completed within this term, the new Partnership Period runs from the original expiry date.
- **Lapse.** If 30 days pass without renewal, the partnership lapses: level, certificates, badge, commercial terms and access to Portal benefits end.
- **Starting again.** After 30 days everything resets: to rejoin, the Partner repeats the full path: onboarding, order with the full Partnership Fee and new Certification of the people required by the level.

9. Project protection

Project protection is available to Partners at **both levels, Base and Premium, from Activation**, without waiting for Certification. It is governed by the Rules, which form an integral part of these Terms. In summary:

Item	Rule
Eligibility	Active Partner, Base or Premium; end customer and site identified; minimum project size of [TO BE DEFINED]
Arteco response	Within 3 business days, with a written, reasoned outcome
Conflict	The first Partner to register and receive written approval prevails
Grounds for refusal	End customer already a direct Arteco customer on the same site; Arteco negotiation already active and documented; opportunity already registered by another Partner; incomplete or non-compliant registration

Project protection consists of Arteco's commitment not to grant another Partner, on the same customer and site and for the whole protection period, equal or better terms; any additional terms on the protected project are assessed case by case. It is not a sales exclusivity nor a commitment by Arteco not to deal with third parties, and does not affect the Partner's freedom to set its own resale prices.

10. Commercial terms

- The Partnership Fee, renewal fees and the levels' commercial terms are set out in Annex A and in the formal offer. They may be updated as described in Art. 17; changes do not affect a Partnership Period already invoiced.
- The Partnership Fee is due on order.
- The level's commercial terms apply after Certification.
- Joining does not automatically change any contractual terms already in place between the parties, unless otherwise agreed in writing.
- The Partner freely sets the prices charged to its customers. Nothing in these Terms or in the Rules may be construed as imposing a resale price.

11. Partner obligations

The Partner undertakes to:

- provide accurate information in good faith during onboarding and throughout the relationship, in particular on the team involved and on the projects reported;
- keep the certification requirements of its level, have all Certified People attend the Mandatory Updates, and promptly report changes in certified staff;
- use the Arteco trademark, the Synergy badge and the Materials according to the guidelines provided, without modifying them, without using them beyond the assigned level or after the partnership ends, and without creating confusion about corporate or representation relationships that do not exist;

- not promise end customers features, performance, timelines or commercial terms not confirmed by Arteco;
- keep confidential the non-public information received within the programme, under Art. 13;
- report completed projects to Arteco, even briefly, and update the status of active Project Registrations at least every 30 days;
- comply with the obligations of Art. 15.

12. Arteco obligations

Within the limits of the assigned level, Arteco undertakes to:

- enable access to the partner area of the Portal and publish the badge when the invoice is issued;
- run in-person certification sessions every month and publish the Mandatory Updates calendar well in advance;
- provide the level's benefits according to the timing in Art. 5;
- respond to a Project Registration within 3 business days, with a written, reasoned outcome, and honour the protection for its full duration;
- formalise a level change within 3 business days of verifying the requirements;
- give at least 30 days' notice of substantial changes to the programme.

Qualified leads and co-marketing opportunities are provided as available and do not constitute a guaranteed minimum volume.

13. Intellectual property and confidentiality

Materials, trademarks (including the Arteco name and logo), training content and technical documentation remain the exclusive property of Arteco or of their respective owners. The Partner is granted a limited, non-exclusive, non-transferable and revocable licence to use them solely for the purposes of the programme and for the duration of membership. The licence to use the Synergy badge starts on Activation and ends automatically on non-renewed expiry, lapse, or loss of the level it refers to.

Non-public information exchanged within the programme (product roadmap, dedicated commercial terms, lead or opportunity details) is confidential and may be used by the Partner only for the purposes of the programme. This obligation remains in force for two years after membership ends.

14. Personal data

Personal data collected during registration, onboarding and management of the relationship is processed by Arteco as controller, in compliance with Regulation (EU) 2016/679 and applicable national law, to manage the programme and related commercial activities. The full privacy notice is available at <https://www.arteco-global.com/it/privacy/>. Where the Partner provides data relating to its staff or to end customers, it warrants that it is entitled to do so and has provided the required notices.

15. Compliance and responsible use

The Partner undertakes to comply with data protection and video surveillance law, without proposing configurations that would breach it; anti-corruption rules and corporate liability rules (including Italian Legislative Decree 231/2001), international sanctions and export controls; and the obligations of applicable European law on AI-based video analytics, taking Arteco's guidance into account.

16. Withdrawal and termination

Case	Rule
Withdrawal by the Partner	At any time, by written notice, without charges or penalties
Withdrawal by Arteco	With 30 days' written notice
Immediate termination	For serious breach: damage to Arteco's image, breach of Art. 15, insolvency. If the breach can be remedied, the Partner has 14 days from written notice to do so
Effects	Benefits, reserved terms, certificates, badge and Portal access end; the licence under Art. 13 ends; the Partner is removed from the public list; outstanding invoices remain payable
Registrations in progress	Approved, unexpired project protections remain valid until their natural expiry
Surviving clauses	Arts. 13, 14, 18 and 20

17. Changes to the terms and to the programme

Type of change	How it is communicated
Minor: clarifications, Materials, calendar, operating procedures	Published on the Portal, without notice
Substantial: prices, discounts, requirements, benefits and changes to these Terms	At least 30 days' written notice, on the Portal and by e-mail to the registered contact

Continued participation after the notice period constitutes acceptance of the changes; otherwise the Partner may withdraw under Art. 16. Project Registrations already approved and Partnership Periods already invoiced remain governed by the terms in force at the time of approval or invoice.

18. Limitation of liability

Materials and information provided within the programme are for training and support purposes. Arteco does not warrant that their use is in itself sufficient to avoid design, sizing or installation errors: the Partner remains responsible for checking that the solutions proposed to the end customer are appropriate. To the extent permitted by law, Arteco is not liable for indirect damage, loss of profit or loss of opportunity arising from use of the Materials or participation in the programme, except for wilful misconduct or gross negligence.

19. Acceptance

The acknowledgement box at Portal registration confirms that the Partner has had access to these Terms. Full acceptance of these Terms and of the Rules takes place when the partnership order, which expressly references them, is signed, and is renewed with every renewal order.

20. Governing law and jurisdiction

These Terms and the Rules are governed by Italian law. The Court of Ravenna has exclusive jurisdiction over any dispute, without prejudice to the parties' right to agree in writing to arbitration at the Milan Chamber of Arbitration, and to any mandatory provision of law.

Annex A — Fees and commercial terms 2026–2027

Prices are shown in EUR (Italy and international) and ZAR (South Africa).

Partnership Fee (12 months from invoice, certification included)

Role	Fee per person	Annual renewal per person
Technician	€ 550 · ZAR 5,500	€ 200 · ZAR 1,500
Salesperson	€ 250 · ZAR 3,500	€ 100 · ZAR 800

The Partnership Fee is the sum of the fees for the people listed in the order. Minimum per level (sum of the people required): Base (1 technician) € 550 · ZAR 5,500; Premium (2 technicians + 1 salesperson) € 1,350 · ZAR 14,500; Premium small company (technician fee + salesperson fee) € 800 · ZAR 9,000. Each additional person is added at the same rate.

Renewal is paid for each Certified Person still employed by the Partner.

Commercial terms (active after Certification)

Category	Capex discount	Opex discount
Non-partner customer (reference)	40% (South Africa: not sold)	15% (South Africa: not sold)
Synergy Base	50%	20%
Synergy Premium	55%	25%
Project protection (Base and Premium)	case by case	case by case

Included after Certification, at both levels: 8 uSS/uSee full capex licences with 1 year of SPP, to be redeemed before the end of the Partnership Period.