

The 2021 BTA National Conference, open to office technology dealers from across the country, will feature:

- A keynote session on building high-performance teams with Brent Gleeson of TakingPoint Leadership
- teams with Brent Gleeson of TakingPoint Leadership
   A featured session on the new normal with Bob Goldberg
- A dealer panel on how to prepare for the eventual sale of your dealership
- · Four additional educational sessions by industry leaders
- Time to network with peers & exhibiting sponsors during breaks between sessions
- A dinner cruise on the Adventure Hornblower

# THE NEW NORMAL IS ABNORMAL

Bob Goldberg bob.goldberg@sfbbg.com 847/226-3254

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#### THE NEW NORMAL IS ABNORMAL

- Essential Businesses
- Paycheck Protection Program
- Transactional Documents

**Minimums, Fee Adjustments** 

During the Initial Term, Fees will not be changed other than for increases for third party costs (fuel, parts, supplies, taxes, license fees) incurred by DEALER.

HP Affinity Program

<u>Privacy Requirements.</u> DEALER agrees it will not share end-user information with third parties.

- Xerox
- Kyocera





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# **OUR INDUSTRY**



- Key Events—Ricoh, KMBS, Toshiba—Vendor v Partner—Support v Control
- Multiple Suppliers
- Declining Pages/Over Capacity
- Hybrid Workforce
- A3 Versus A4—Fewer Features, Lower Cost, Lower Margins
- Box Company To IT Services
- Investments
- Consolidation
- Product Unavailability
- Pricing
- Employee Mobility
- Customer Retention/Control

### **YOUR COMPANY**



- Succession Plan
- Venture Capital Firms,
   Visual Edge, Marco. Dex,
   Sharp, Etc.
- Outside Director
- Referee/Chief Learning Officer
- Mismanaged v Unmanaged
- Meaningful Meeting Report

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# **HAVE YOU CONSIDERED?**

- Customer Assessments
- Follow the Technology
- Maintain/Grow Core
- Growth Acquisition
- Convergence Technologies
   Adjacent To Print
- Software Solutions
- IT Services
- Cloud Devices
- System Security
- Perimeter Security
- Data Protection
- Wide Format
- Ink Jet
- Production Print
- Digital Signage
- Mailroom Solutions
- VOIP
- 3D Print



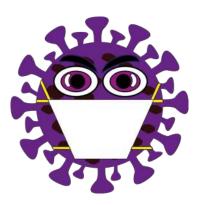
#### **The Consortium Members**

A Think Tank to Bring Business Agility to the Imaging Channel



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# **COVID SAFETY STANDARDS**



- CDC Advisory Only
- Issued for Healthcare Servicers
- Develop a COVID Plan
- Provide PPE, Social Distancing, Physical Barriers
- Paid Leave Vaccination
- Screen Employees
- Paid Leave
- Screen Visitors
- Notify Employees of COVID Cases

# **AUDITS**

- IRS
- Suppliers
- Dealer Agreement/Policy & Procedures
- NDA-Confidential
- No Third Party
- Location/Time
- Books, Electronic Records, Original Documentation
- Two Years After Termination
- Inventory
- Sales
- Finances
- Automatic Debit



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# **LEGAL HANDCUFFS**

- Non-Compete
- Non-Solicitation
- Non-Disclosure/Confidentiality
- Presentation/During/Assignment
- Trade Secrets Act
- Protectable Interest
- Security—Locked Drawer, Desk; Clean Desk Policy; Cover Sheet
- Cell Phones/Laptops/Tablets
- Cease and Desist
- Injunction
- Business Purchase
- Current Administration Seeking to Ban
- State Bans

NON-COMPETE AGREEMENT
In consideration for the services I am performing as an independe contractor/emplicyee, I
subsidiaries, parents, predecessors, and affiliates, each of its present and form
officers, employees, agents, representatives, and attorneys, and each person acting
purporting to act on its behalf (hereinafter referred to as "") a
follows:
t. Non-Compete. All I do or attempt to do of any of the following, eith
directly or indirectly, during my term as an independent contractor/employee, or during
the period of ( years after my term as an independe contractor/employee terminates, within () miles of ar
business of

# **STATE REQUIREMENTS**



- Adequate Consideration- 2 Years Employment; 14
   Days Advance; < \$75,000</li>
- Non-Solicitation < \$42,500</li>
- Legitimate Business
   Interest—Near Permanent
   Customer Relationship;
   Duration; Area
- No Employee Hardship
- Not Injurious Public
- Furloughed COVID

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#### MANAGED SERVICE AGREEMENTS

- Janitor Rule—Cleanup Contracts
- Control Documentation
- Service Creep
- Accept/Decline
- Roles/Responsibilities
- Labor Rates
- Third Party Software/Service
- Availability
- Performance/Uptime
- Priorities
- Respond v Resolution
- Disclaimer/Limitation Liability
- Termination—Fire Customer



#### "AS IS"

- **Third Party Applications**
- No Warranty—Express or Implied
- Website
- **Maintenance/Support Programs**
- **Contract Disclaimer**
- **Right to Change Third Party Providers**
- **Pass Through Fee Increases**

**NOTWITHSTANDING ANYTHING TO THE** CONTRARY, DEALER IS NOT LIABLE FOR ANY DELAY IN DELIVERY UNAVAILABILITY OF THIRD- PARTY APPLICATIONS USED BY CUSTOMER AND DEALER **DISCLAIMS** WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO SUCH THIRD- PARTY APPLICATIONS. **ALL SUCH THIRD-PARTY APPLICATIONS** ARE PROVIDED BY DEALER "AS IS" AND "AS AVAILABLE". CUSTOMER SHALL LOOK SOLELY TO DEVELOPER AND/OR

**SUPPLIER FOR ANY CLAIMS** 

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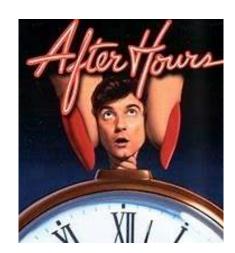
#### **AUTOMATIC RENEWAL**

- 22 States
- **Unfair Business Practice**
- Consumer/Business
- Notify How To Cancel
- Clear Conspicuous Language
- **Express Affirmative Response**
- Reminders Prior to New Term



# **CONSTANT CONTACT**

- Text, Email
- Prohibited Outside Work Hours
- Emergency
- "On Call"
- Occasional Communications
- Overtime Compensation



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# **RANSOMWARE**



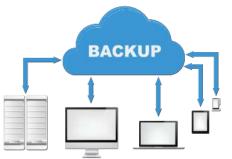
- Managed Service Providers— Solar Winds, Kaseya
- Confidential Information
- Education, Security, Backup
- Phishing Education
- Malware Scanning
- Security Patch Updates
- Intrusion Protection
- Email Filtering
- Block Web Sites
- Back-Up: Server, Disk, Cloud
- Segment Networks
- Test Response Plan
- Two Factor Login
- Trusted Advisor

### **INSURANCE**

- Policy Requirements—Firewall, Multi Factor Authentication, End Point Management, Security Training, Back-Up.
- Ransom Demanded By Server.
- Verify Carrier.
- Technology Errors & Omissions Coverage. Liability for Your Mistakes or Failures.
- Coverage—Cost of Impacted Network, Business Interruption, Data Recovery, Disaster Recovery, DEFENSE COSTS and Loss.
- Demonstrate Due Care Compliance
- Actual Ransom Approx. 25% of Claim.
- 49% of Claims Not Paid in Full.
- Premiums Skyrocketing
- 35% Ransomed Out Of Business

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# **BACKUP**



- Accept/Decline
- Customer Responsibilities
- Test

### **DRUGS**



- 70% Of Employee
- Marijuana Fed Illegal
- Medical & Recreational Use Legal In 30 States and DC
- Impaired Motor Skills, Memory 4-8 Hours
- Drug Testing-Safety Concerns
- ADA
- Prohibit Use In Workplace
- 11 States Prohibit Firing Off-Duty Use
- Laws In Flux

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#### **FEE ADJUSTMENTS**

- KEY IS DISCLOSURE
- Labor Rate refers to the hourly rate charged to CUSTOMER for the use of DEALER labor for services which are outside the scope of DEALER's monthly service agreement with CUSTOMER. Rates may vary by skill set.
- If the CUSTOMER initiates a service call for correction of a problem related to the CUSTOMER'S computer network, the CUSTOMER will be charged DEALER's then effective billing rate for that call.
- Charges quoted are based upon standard costs for normal installations. Additional charges may be imposed due to delivery obstacles, parking, activation.
- Additional charges may be imposed due to Customer's failure to meet Customer requirements. Customer's failure to submit accurate and timely meter readings may result in estimates, surcharges, rate increases and/or cancellation of this program.
- Dealer utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer consents and agrees that meters may be accessed and reported in this manner.



# **FEE ADJUSTMENTS**

- At the end of the first year and once each consecutive twelve month period Dealer may increase the base charge and overage charge due (in an amount not to exceed \_\_\_\_\_\_%.
- Toner provided for the agreed print amounts will be based on the manufacturing yields. Additional toner will be charged to the CUSTOMER at Dealer's then published pricing. All toners provided under this Agreement are compatible toners unless otherwise stated.
- Early Termination—This is a Term Agreement and is not cancellable nor refundable. Customer is responsible for the full term of this Agreement unless materially breached by Dealer and not substantially cured within ten (10) business days of Notice.

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#### **FEE ADJUSTMENTS**

- Late Charges, Returned Checks.
- Equipment Relocation



# **SLEEPLESS NIGHTS**



- **North Carolina Bill 379 Full disclosure of Printer Costs**
- Automatic Renewal
- Supplier Audits
- Dealer Pricing
- Compete On Value Added

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#### **Instructions for Dealers**

#### To post a job opening:

- 1. Visit www.bta.org/VETech.
- 2. Click the "VETech Career Center" button.
- 3. To submit an opening, click the "Submit Opening" button.
- 4. Complete the form on the next page with your job opening.

NOTES:
In order to attract the best candidate, please be as thorough as possible with your job description. Copy/paste the full job description in the "Description & Details" box.

Please include your contact information for candidates to reach you, as well as any additional information or special requests in the "How to Apply/Contact" box. Contact information posted through this form will be visible to all registered members.

Your job opening will be posted once you click the "Submit" button at the bottom.

#### To review, edit or delete your job openings:

- 1. Log in to the BTA website at <a href="https://www.bta.org/login.aspx">https://www.bta.org/login.aspx</a>.
- 2. Once you are logged in, click "Welcome, Your Name, Your Company" at the top
- 3. Click "Account + Settings"
- 4. Click "Content & Features" in the left menu bar.
- 5. Click "Job Postings" at the top of the "Content & Features" tab. Use the pencil icon to edit your opening or delete the opening with the red trash can icon.



#### **Instructions for Veterans**

If you do not already have one, set up your BTA VETech account:

Click here to create an account.

#### To submit or edit your résumé:

- 1. Visit www.bta.org/VETech.
- 2. Click the "VETech Career Center" button.
- 3. Click the "Submit Résumé" button on the VETech Career Center page.
- 4. Use the "click here" link in "Veterans: To submit your résumé, <u>click here</u>" to log in and submit your résumé. This link will take you to the member section of the BTA website where you can create your résumé and attach a PDF version if you'd like.

#### To search job openings:

- 1. Visit www.bta.org/VETech.
- 2. Click the "VETech Career Center" button.
- 3. To search job openings, click the "Search Openings" button.
- 4. Fill out form fields to narrow your search OR <u>leave all fields blank</u> to search all openings.
- 5. Click on a job title to view the opening.
- 6. Click the "Apply Now" button at the bottom of the opening to apply.

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