

Dell Technologies Partner Program Incentive Terms and Conditions - EMEA

As a member in good standing in the Dell Technologies Partner Program certain resellers (“Partner” or “Partners”) may be eligible to participate in incentive programs including but not limited to, special discounts, rebates, sales spiffs, promotions or contests, and marketing development funds (MDF) programs (“Incentive” or collectively “Incentives”). The following Dell Technologies Partner Program Incentive Terms and Conditions (“Incentive Terms”), unless agreed to in writing by Dell Technologies, apply to a Partner’s participation in any and all Dell Technologies Partner Program Incentives. Unless otherwise specified in these Incentive Terms, any terms and definitions used herein have the meanings ascribed to them in the Dell Technologies Partner Program Agreement.

These Incentive Terms are supplemental and subject to the Dell Technologies Partner Program Terms, and together with any Incentive program business rules or benefits & requirements terms (“Benefits & Requirements”) that set forth the terms and conditions governing Partner eligibility, type, structure, and amount of any Incentive; constitute the entire agreement (“Agreement”) between Dell Technologies and Partner with respect to all Incentives. This Agreement supersedes any and all prior agreements and understandings regarding any Incentives, whether established by custom, practice, procedure or precedent, including without limitation all prior incentive program terms and conditions or benefits & requirements offered to a certain class of Partner in the former Dell PartnerDirect Program, EMC Business Partner Program, or the current Dell Technologies Partner Program.

By accepting the Dell Technologies Partner Program Agreement, you agree to be bound by all terms, conditions, and restrictions contained in the Agreement. Please print a copy of these Incentive Terms for your records.

- 1. Product Purchases:** Partner must purchase Dell EMC products and services from a Dell Technologies Global Commercial Channels segment or an authorized Dell Technologies distributor (“Distributor”) as identified by Dell Technologies. Such purchases shall be governed by the terms provided in the applicable Dell Ordering Agreement or EMC Ordering Agreement. Dell Technologies reserves the right to exclude certain products from any Incentives at any time in its sole discretion.
- 2. Records:** Dell Technologies’ records and systems shall be conclusive for purposes of determining compliance under the Agreement and performing any calculation regarding any and all Incentives. Eligibility of sales of products in connection with any Incentive program shall be in Dell Technologies’ sole discretion.
- 3. Incentive Calculations:** Unless otherwise specified in the program Benefits & Requirements terms, all Incentive calculations will be calculated in Partner’s trading currency using Dell Technologies’ applicable currency hedge rate.
- 4. Taxes:** All applicable taxes (including, but not limited to, Value Added Tax and Withholding Taxes) on Incentives are the sole responsibility of Partner. In certain circumstances, Dell Technologies may elect to pay applicable taxes on the amount of Incentives. Partner may be required to provide relevant tax information to Dell Technologies for tax reporting purposes. Failure to provide requested tax information, where applicable, to Dell Technologies within thirty (30) days after Partner’s enrollment in an Incentive program may result in forfeiture by Partner of the Incentives.
- 5. Additional Obligations:** Dell Technologies may issue notices of quarterly sales goals that Partners may be required to meet or exceed in order to remain active in an Incentive program or receive Incentive Payments detailed in the Benefits & Requirements. Dell Technologies is not obligated to issue such notices, nor is it a condition that must be met prior to terminating Partner participation in an Incentive program. These notices also do not guarantee payment of Incentives.
- 6. Termination; Withdrawal; Disqualification:** Dell Technologies may terminate this Agreement or any Incentive program, in whole or in part, and/or Partner’s participation therein at any time. Partner may terminate this Agreement

or withdraw from an Incentive program at any time for any reason by providing five (5) days written notice to Dell Technologies.

If Partner (a) is disqualified or otherwise terminated by Dell Technologies or (b) withdraws prior to the end of a Quarter, then Dell Technologies is not liable to make any Incentive payments to the Partner for such Quarter. Dell Technologies may offset any and all amounts the Partner owes Dell Technologies against any earned but unpaid Incentive payment.

- 7. Modifications:** Dell Technologies reserves the right to modify or discontinue the Agreement, any Incentive program, or any Partner's participation therein, in whole or in part, at any time without prior notice. If any modification to the Agreement is unacceptable to the Partner then Partner's sole recourse is to terminate its participation in the Incentive program. If any provision of this Agreement is void or unenforceable, the parties agree to delete it and agree that the remainder will continue to be in effect. Dell Technologies' failure to enforce the Partner's strict performance of any term in the Agreement will not constitute a waiver of Dell Technologies' right to subsequently enforce such term or any other term. If the Partner's continued participation in the Incentive program will constitute the Partner's binding acceptance of the modification.
- 8. Assignment:** Partner may not assign this Agreement or any amount due under this Agreement, to any third party without the express written consent of Dell Technologies.
- 9. Disputes:** In the event of a dispute between Dell Technologies and Partner arising in connection with the Agreement, prior to commencing any litigation or other legal proceeding, Dell Technologies and Partner will each designate and make available an executive sponsor and, for at least thirty (30) days following notice from one party to the other of the existence of such a dispute, make a good faith effort to resolve such dispute by discussion and mutually agreed action.

In the event of a dispute regarding calculation of Incentives, revenue, or whether data has been correctly recorded on Dell Technologies' order management systems and/or whether a delivery was made within the relevant Quarter, the Partner is welcome to request an email or phone dialogue or meeting with their Dell Technologies Account Manager to discuss the issue and to provide evidence to support the Partner's dispute, within thirty (30) days following completion of the Dell Technologies Rebate calculation.

10. BUSINESS CONDUCT AND COMPLIANCE WITH ANTI-CORRUPTION LAWS

You represent and warrant that you understand and agree to comply with your obligations under the Dell Technologies Partner Code of Conduct, including compliance with the Anti-Corruption Laws, as defined therein, in connection with this Agreement. You will not, in connection with this Agreement, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws.

You represent and warrant that: (i) neither you nor any of your directors or officers or employees, who have decision-making authority with respect to this Agreement, have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws and (ii) neither you nor any of your directors or officers or employees, who have decision-making authority with respect to this Agreement, are government officials.

Dell Technologies may immediately terminate this Agreement or suspend its performance hereunder if Dell Technologies has reason to believe that you have breached this Section 10 or the Dell Technologies Partner Code of Conduct.

11. Miscellaneous: THE PARTIES AGREE THAT THIS AGREEMENT, OR ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN PARTNER AND DELL TECHNOLOGIES BASED UPON, ARISING FROM, OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS THAT RESULT FROM THIS AGREEMENT, DELL TECHNOLOGIES' ADVERTISING, OR ANY RELATED PURCHASE SHALL BE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THE APPLICABLE LAW (WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES) OF THE JURISDICTION WHERE THE DELL TECHNOLOGIES ENTITY WITH WHICH THE PARTNER TRANSACTS BUSINESS, IS LOCATED AND REGISTERED.