

THE SMARTSELL INCENTIVE is subject to the management approval of invited Resellers to confirm participation of their employees.

HPE SmartSell Incentive program for East & south Europe for Sales representatives from HPE Resellers

INTRODUCTION

1. HPE SmartSell Incentive program for East & south Europe (THE INCENTIVE) is an incentive program for HPE Sales representatives from HPE Resellers. THE INCENTIVE is designed to incentivize sales representatives from the Resellers and, in certain instances, sales teams. Within the overall THE INCENTIVE framework, all Resellers with HPE PPID in ESE region (ESE region: all countries in ESE excepting MAP countries) will be informed to participate in this program.
2. In the context of the incentive bonus points are awarded sales of eligible HPE products. These bonus points are converted into bank gift cards / vouchers at the end of the incentive period.
3. The Promoter of THE INCENTIVE is HPE. HPE has appointed Smart Vision, with its registered office in Belgrade to execute THE INCENTIVE on HPE's behalf as its subcontractor.
4. Participation in THE INCENTIVE is open to all HPE Resellers with a valid HPE Partner Agreement, if they adhere to the present Terms & Conditions ("Participants").
5. Registration and participation in THE INCENTIVE constitutes full and unconditional acceptance of these Terms & Conditions.
6. THE INCENTIVE applies only to product purchase (sell-in) made within the incentive period as set out on the portal and after successful registration to THE INCENTIVE. No bonus points will be awarded retroactively in relation to purchase (sell-in) or activities performed before successful registration.
7. A limited budget of bonus points is available for THE INCENTIVE for the Resellers. When the maximum budget will be reached for all or part of participating brands, HPE reserves the right to amend, modify, cancel or withdraw this Incentive Program at any time without prior notice.
8. As soon as the maximum limit has been reached for a promotion, i.e. the available budget is fully utilized, no further bonus points will be allocated for this promotion. The percentage status of the budget utilization can be viewed in THE INCENTIVE portal.
9. THE INCENTIVE does not apply to loan contracts for products to third parties.

10. Only list of selected products qualify for the award of bonus points. Demonstration models, re-marketing products or used devices are excluded for this purpose.
11. THE INCENTIVE applies only to HPE product in your "Territory", which means the country where your company is registered. HPE reserves the right to terminate your participation in the Program with immediate effect and without indemnity if there will be made any non-eligible purchase (sell-in) from outside your Territory. All eligible orders mean any order placed by the Reseller to any HPE authorized Distributor within the Reseller`s country.
12. HPE expects Resellers participating in THE INCENTIVE to uphold the highest standards of integrity in all business interactions. HPE has a zero tolerance policy prohibiting any and all forms of bribery, corruption, extortion, kickbacks and embezzlements. All THE INCENTIVE Participants are strictly prohibited from promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. For purposes of this policy, "anything of value" includes, but is not limited to, credit/gift s, favors, entertainment, and meals, regardless of their value.
13. THE INCENTIVE Participants, and their representatives and employees, agree to comply with all applicable anti-corruption laws, including but not limited to the U.S. FCPA and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"). In addition to the Anti-Corruption Laws, there may be other applicable local laws or regulations related to credit/gift s to and entertainment of government officials and/or commercial entities. By joining THE INCENTIVE, you acknowledge and agree that you will not make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to anyone with the intent to obtain or retain business or otherwise gain an improper business advantage. You also acknowledge and agree that every one of your representatives and employees who will be participating in THE INCENTIVE have been informed of and have agreed to abide by these terms.
14. HPE also prohibits Participants in THE INCENTIVE, or their representatives or employees, from offering or providing cash or non-cash credit/gift s, kickbacks, or entertainment to any HPE employee for any improper purpose, such as influencing him or her to take a course of action. HPE employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both THE INCENTIVE participants and HPE employees.

15. These T&Cs and the services and deliverables, if any, provided or transferred hereunder are subject to the import, export, sanctions and embargo laws and regulations of the United States, European Union and other national governments (“International Trade Laws”). You agree to comply with all applicable International Trade Laws and to obtain any required authorizations, and must not undertake any transactions pursuant to this Agreement in or with sanctioned or embargoed countries (currently Cuba, Iran, N. Korea, Sudan, Syria and the Crimea Territory of Ukraine) or with persons or entities subject to sanctions under applicable.
16. You agree to complete and comply with any regulatory compliance programs if and when asked by HPE.
17. HPE may amend the Program Terms, including the conditions for the award of bonus points, at any time. Amendments shall come into force thirty (30) days after the date of publication of the amended Program Terms and/or the conditions for bonus points on the THE INCENTIVE portal.
18. HPE may terminate the participation of a Participant by way of written notification without notice if the company, sales team or individual sales representative does not fulfil the program requirements or acts grossly negligent.
19. HPE reserves the right to interrupt or terminate THE INCENTIVE at any time, stating or not stating reasons, with thirty (30) days written notice. Participation in THE INCENTIVE shall terminate automatically on termination of the HPE Partner Agreement.
20. Disputes arising in connection with THE INCENTIVE shall be governed by the laws applicable to your HPE Partner Agreement, and the courts of that country shall have exclusive jurisdiction. For proximity partners, Swiss laws apply and the courts of Geneva, Switzerland have exclusive jurisdiction.

EXCUSION OF LIABILITY

1. Guarantees and assurances: To the extent permitted by law, neither HPE, nor any other agents, employees or suppliers used for execution and administration of THE INCENTIVE grant (either directly or indirectly) any guarantees nor do they give any assurances for the following:
 - o 1.1 that participation in THE INCENTIVE and/or access to THE INCENTIVE, in full or in part, program materials, content, information and/or any functions contained therein shall be granted in good time, securely or free of error; and or

- 1.2 That, as a result of any online activity related to THE INCENTIVE, no computer viruses shall be transmitted or no damage to the computer system of Participants shall arise.
2. Limitation of liability: To the extent permitted by law and with the exception of personal injury (including death), Participant expressly declares that he agrees to the fact that HPE, Smart Vision and (if relevant) their agents, sub-contractors or suppliers are not responsible for liability, loss, claims, expenses or damages due to loss of due to the loss of profit, goodwill, data or other material loss, whether direct or indirect, or other incidental, special or consequential losses which result from the following:
 - 2.1 participation in THE INCENTIVE, use of THE INCENTIVE, redemption of the premiums and use of the premium items including but not limited to incorrect credits to or debits from the account of a Participant that are carried out by any person using the user ID of that Participant and/or modification, alteration to or deletion of any personal data of the person possessing the user ID;
 - 2.2 modifications to, or cessation of distribution of any products, goods or services and/or their removal from THE INCENTIVE or incentives planned thereunder and/or any evaluation of premiums within THE INCENTIVE that results from such modifications, deletion or removal.
 3. Tax liability: Participants (or their employee to whom the benefits is given as the case may be) will be directly responsible for accounting for and paying to their local tax offices any tax liability, social security or National Insurance (NI) contributions arising from participation in THE INCENTIVE. HPE and Smart Vision will not assume any liability for tax, social security or NI arising from participation in any incentive offered in THE INCENTIVE.
 4. Notices: notices to Participants can be sent by email or post or be posted on THE INCENTIVE Portal can also contain notices about amendments to the Program Terms or other general notices in relation to THE INCENTIVE for Participants through the display of notices or links to notices.

RULES AND CONDITIONS OF INDIVIDUAL INCENTIVES

1. THE INCENTIVE comprises an incentive within a defined period of time, eligible products and eligible partner types for participation. HPE products eligible for THE INCENTIVE can be found in the relevant incentive product list on THE INCENTIVE portal (<http://hpeincentiveprogram.com>). A list of the individual conditions for the award of bonus points under the incentive as well as the incentive period can also be inspected there.

2. Individual THE INCENTIVE participants must be nominated by their employer. The bank gift cards / vouchers shall only be awarded to them and apply only for their advantage. Public sector entities and their employees are ineligible for this Program. The following are “Public sector entities”: Any national, regional, local or government agency or department; any public international organization; royal families; candidates for public office and political parties; and any entity that is owned or controlled by any of the foregoing
3. Participants agree to instruct each individual THE INCENTIVE participant to keep his personal profile on the program website up-to-date. Smart Vision shall also be notified if an individual participant in THE INCENTIVE leaves Participant employment. Any personal data which individual participants may provide will be used by HPE and Smart Vision for the purposes of this program only.
4. In cases of dispute, which arise from THE INCENTIVE, HPE, or Smart Vision on HPE’s behalf, has the right, in particular in cases of dispute concerning bonus point allocation within the framework of THE INCENTIVE, to make final decisions.

PROGRAM BONUS POINTS AND TIME FRAMES

1. Each individual participant who has been nominated by a Participant can find detailed information after his/her first login on the web site at the THE INCENTIVE portal.
2. Any applicable bonus points will be based on the date of the purchase (sell-in) submitted by the Participant.
3. All relevant data on the purchase (sell-in) of the whole team nominated by a Participant and the number of bonus points can be inspected on THE INCENTIVE Portal.
4. After the end of the incentive period, participants (individuals or teams) nominated by their employer (i.e. the Participant) shall receive a sum of money corresponding to the value of their bonus points on a bank gift card/ voucher for the purchase of premiums/goods.
5. One bonus point on THE INCENTIVE portal equals the same amount of one \$ (USD Dollar) which will be converted into a bank gift card / voucher
6. The company limit will increase by 1000 BP per registered sales employee, up to a maximum of 5000 BP per company (with a minimum of 5 or more sales employees).

In the case of an incorrect premium payment, the Participant is obliged to refund the overpaid sum within twenty-eight (28) days of receiving a correction letter from Smart Vision.

7. It is compulsory to login to the portal within 30 days in order to participate.

USE OF BANK GIFT CARDS/ VOUCHERS

1. In the case of small incentive awards, bank gift cards can be replaced with value vouchers or similar gift.
2. The transmission of all relevant data for the assignment of a bank gift card by means of THE INCENTIVE portal is the responsibility of the nominated beneficiaries. HPE reserves the right to approve participation in the bank gift card program in accordance with its sole and free discretion.
3. The users of bank gift cards shall fulfil the determined conditions at all times.
4. The bank gift card user (end user) is responsible for the use of the card and solely liable for the use and any loss which may arise through incorrect use or through giving incorrect information. Each participant is entitled to receive a maximum of only one card.
5. The bank gift card may not be used for the purpose of tax evasion or avoidance, or for any unethical or criminal behavior.
6. It is not permitted to lend the card to third parties or to allow third parties to make purchases with the prepaid card.
7. The bank gift card is and remains the property of HPE's sub-contractor Smart Vision.
8. The cards may not be destroyed except on express, written request of Smart Vision. In the case of willful destruction of a card, the costs for replacement shall be borne by the card user.
9. Any loss of the card shall be reported directly at any time. Any costs through misuse that arise because the loss was not reported shall be borne by the card user.
10. Smart Vision, acting on behalf of HPE, is entitled at any time to block, restrict or cancel the cards if there are any concerns about the security of the card. This would be the case, for example, in the case of fraudulent intent, non-permitted use, in the case of theft or loss of the card. Before these measures are implemented, Smart Vision shall inform the card user concerned in the run-up or directly thereafter depending on the urgency. A replacement card shall be provided immediately or as soon as the situation no longer exists in this form. If necessary, the card user shall be required to

fill in a complete declaration and return it to Smart Vision. The card user declares that he is prepared to support Smart Vision in all investigations becoming necessary.

11. All data in connection with the card shall be kept strictly confidential in accordance with applicable data protection laws and regulations. The data shall be used only for activities related to the use of the credit card.
12. The bank gift cards remain valid as stated on the good thru date on the credit card.
13. The program can be interrupted or terminated by HPE without stating reasons.
14. For fraudulent deception regarding the card holder/use, the bank gift card will be blocked and the participant will be excluded from THE INCENTIVE program.
15. Only 1 bank gift card/ voucher can be activated per registered participant.