

IBM PartnerWorld Agreement

Know Your IBM Attachment

The terms of this Attachment are in addition to and prevail over the terms of the IBM PartnerWorld Agreement – International Basic General Terms.

Under the terms of this Attachment and associated PartnerWorld KYI Supplements (each a "Supplement") we provide Know Your IBM ("KYI") education on a selected set of IBM Products, solutions and offerings. In return for successfully completing this education IBM will reward the enrolled employees of eligible Business Partners (such employees hereafter, "participants") with points that can be redeemed for incentive rewards. Participants may complete any education courseware made available under the terms of a Supplement. In addition, participants may receive incentive reward points for registering their sales of eligible IBM Products, solutions and offerings, all as specified in one or more Supplements.

You agree that the terms of this Attachment are between you, in the country in which the incentive rewards are received, and the IBM organization for that country.

The rights, duties and obligations of each of us under the terms of this Attachment are valid only for that country.

1. Offering Description

The KYI offering is comprised of two primary components; Learn and Earn ("Learn") and Sell and Earn ("Sell"). Details for point eligibility for these components are available in a Supplement to this Attachment. Additional details of the offering may be found on the KYI offering web site which is available to all eligible participants.

1.1 Learn and Earn

Eligible on-line training will be made available on the KYI offering web site. Details of new education will be announced on the KYI offering web site. At the end of all education, knowledge will be tested with the completion of a quiz.

Upon successful completion of the quiz, the participant shall be awarded KYI points. Such points may be redeemed for merchandise rewards. IBM's decision on the quiz results is final.

1.2 Sell and Earn

Sell and Earn points are earned for sales of qualifying IBM Products to qualifying customers.

Eligible IBM Products may vary. Full details of qualifying products and customers are available on the KYI web site or applicable Supplement.

It is your responsibility to ensure that each participant registers his or her sales accurately and completely and does not register fake or fraudulent sales. By registering sales within the deadline period posted on the KYI offering web site, a participant may qualify for KYI points to be redeemed for merchandise rewards.

1.2.1 Excluded Customer Sales

A Government Entity is not a qualifying customer. Consequently, sales to a Government Entity do not qualify for KYI points.

A Government Entity is defined as any:

- a. country, federal, national, provincial, regional, state, municipal, territorial, local or other level of government, including any department or agency of any such government, and
- b. government enterprise or instrumentality, including any government owned or controlled entity, such as any:
 - (1) public hospital, school, utility or organization licensed to provide public services,
 - (2) public international organization, such as the United Nations or World Health Organization,
 - (3) entity subject to public procurement laws or regulations, and
 - (4) other entity, whether privately held, publicly traded or otherwise constituted, if a government, public international organization, an entity subject to public procurement laws or regulations or a government official owns or has the ability to exercise control over such entity.

IBM has the sole and exclusive determination as to whether a specific entity is a Government Entity. Such determination by IBM is not subject to appeal.

1.2.2 Sell and Earn Point Transfers

Participants in the Sell component of the KYI offering may request the transfer of points to other offering participants within the same company to accurately reflect multi-participant contribution in a qualifying sale. Point transfers can only occur if the recipient's point balance does not go above the earning maximum, the sum of the retained and transferred points do not exceed the total point value of the sale, and the transfer request confirms that the recipient materially assisted on the sale.

1.3 KYI Rewards for Participation in other IBM Offerings

IBM may periodically award KYI points for activities in other IBM offerings and programs. Conditions for participation and KYI points to be offered will be publicized in these other programs and via the KYI web site. Such activities may include participation in IBM feedback surveys and usage of other IBM PartnerWorld offerings.

IBM reserves the right to modify or withdraw these additional offerings at its sole discretion and without notice at any time. The effective date of such changes or withdrawal will be the date identified on the KYI offering web site.

1.4 Records, Audit and Sales Submissions

You agree to retain all documentation that demonstrates your compliance with this Attachment and all applicable Supplements, and your participants' compliance with all of the rules and requirements of the KYI offering, for at least three (3) years from the date of creation. IBM, or an auditor that IBM retains, may periodically review and audit such compliance, including reviews and audits of all sales registered and submitted into the KYI web site, on your premises during normal business hours or remotely. You agree to fully cooperate with any such audit, including by providing IBM or its auditor with relevant records on request, which IBM or its auditor may reproduce and retain.

It is your responsibility to ensure that your eligible employees register all sales correctly, completely and within published deadlines, and do not register fake or fraudulent sales, to remain eligible for KYI points. Non-compliant participants will forfeit any existing KYI point balances, will be removed from KYI offering participation, and may be ineligible to participate in future KYI offerings. In addition, such non-compliance will afford IBM the right to immediately terminate your participation in the KYI offering, for all of your employees, as well as immediately terminate any and all of your IBM PartnerWorld Agreements and Business Partner Agreements.

2. Participant and Business Partner Eligibility

IBM Business Partner employees who sell, or provide technical support for, IBM Products and Services and who are approved by their IBM Business Partner employer are eligible to participate in this offering. Eligible Business Partner sales personnel are active employees of an eligible Business Partner whose job role substantially includes the sale of qualifying IBM Products and Services. Eligible Business Partner technical personnel are active employees of an eligible Business Partner whose job role includes providing technical pre and post sales support for qualifying IBM Products and Services. Eligible participants must be employed by the participating Business Partner for which they have accumulated KYI points, at the time any relevant rewards are redeemed. For clarity, only those employees who qualify as eligible sales or technical personnel may participate in the KYI offering – no other employees may participate, including administrative and management personnel.

IBM Business Partners who are Government Entities as defined in Section 1.2.1 above are not eligible to participate in the KYI offering. You represent by accepting this Attachment and by approving your employees to participate in the KYI offering that your firm is not a Government Entity.

A KYI participant may have only one active PartnerWorld ID in the KYI offering. Individuals who attempt to register multiple IDs may be removed from the KYI offering and their KYI points will be forfeited.

Participants remain employees of their IBM Business Partner employer and are not considered employees of IBM.

IBM has the sole and exclusive determination as to whether a Business Partner and its employees are eligible to participate in the KYI offering and any such IBM decision is not subject to appeal.

2.1 Withdrawing Participant Eligibility

A Business Partner may withdraw one or more of its employees from participation in this offering upon written notice to IBM. Any points earned by those withdrawn from the offering shall be forfeited.

A participant may remove himself or herself from participation in this offering upon written notice to IBM. Any points earned by a participant withdrawing from the offering shall be forfeited.

Sales or technical personnel who leave the employment of a participating Business Partner forfeit all points earned while under that firm's employment and their eligibility to participate in the KYI offering is deemed terminated as of the end of their employment. Sales or technical personnel who enroll in this offering with a new participating Business Partner will be considered new participants, with respect to that new firm.

3. Redeeming KYI Points

Points earned for Learn and Sell activities, can be redeemed by KYI offering participants for merchandise included in the applicable KYI catalog, subject to per-item merchandise limits that IBM applies. If a requested reward is not available for any reason, IBM reserves the right to substitute the requested reward with a similar item of equivalent or higher value.

To redeem accumulated KYI points, a participant requires a valid ID and password. It is your responsibility to ensure that all participants safe keep their IDs and passwords.

KYI participants will be subject to an annual earnings point cap for Learn and Sell activities. These annual caps will be published in the applicable KYI Supplement.

Merchandise rewarded via point redemption is for the sole use of the KYI offering participant and his or her Immediate Family and may not for any purpose be transferred to any other person or entity. "Immediate Family" is defined as the participant, as well as his or her spouse, parents and grandparents, children and grand-children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half, and step members are also included in this definition of "Immediate Family".

It is your responsibility to ensure that such merchandise is used solely by participants and their Immediate Families, and is not for any purpose transferred to any other person or entity.

Know Your IBM points may be redeemed at any time, but no later than the 31st March of the following year.

4. Our Relationship

We mutually agree that each of us will assign a single point of contact for the purpose of interfacing with each other regarding matters dealing with our relationship under the terms of this Attachment.

4.1 Your Responsibilities

You agree

- a. to remain a member in good standing of PartnerWorld;
- b. to educate your employees with respect to the KYI offering and its associated rules and requirements, and to ensure they abide by the same (by way of example, it is your responsibility to ensure that only eligible sales and technical personnel participate in the KYI program, that those eligible employees submit only accurate, legitimate claims for KYI rewards, whether under the Learn or Sell components of the KYI offering and that merchandise provided through the offering is used solely by those employees or their Immediate Families and is not for any purpose transferred to any other person or entity, as set forth above);
- c. to implement sufficient processes, procedures and controls to ensure compliance with the rules and requirements of the KYI offering, including those referenced in subsection b above;
- d. to provide relevant business information and data applicable to the terms of this Attachment, as we request;
- e. to provide, and bear the costs of, the necessary infrastructure to access the Web based education located at <http://www.ibm.com/partnerworld/knowyouribm>;
- f. to provide approval, by an individual who is authorized to make personnel decisions on your behalf, to IBM for your employees to earn points and rewards under the terms of this offering on an annual basis;

- g. to provide confirmation, if requested by IBM, that your firm is not a Government Entity as defined in this Attachment.;
- h. to comply with all applicable employee tax withholding obligations for the KYI points that your employees redeem under the KYI offering. The points achieved and rewards claimed under this offering are exclusive of all indirect taxes, including service tax and value added tax; and
- i. that you and not IBM, are responsible for resolving any potential internal disputes related to points awarded to, or points redeemed by, participants of this offering.

4.2 IBM Responsibilities

IBM agrees:

- a. to announce to you IBM KYI campaigns that are eligible for this offering and the education modules that are focused on the campaigns. Any qualification criteria will also be provided at that time;
- b. to provide and maintain a web site to support this offering;
- c. to provide you on no less than a quarterly basis with an accounting of all Learn and Sell claims made and KYI points earned and redeemed by each of your eligible employees; and
- d. to provide you with access to information regarding the participants in this offering from your company.

5. Comply with Local Laws

You shall comply, at your own expense, with all applicable laws and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, as amended and all other laws and regulations prohibiting corruption and bribery, and shall procure all licenses and pay all fees and other charges required thereby.

You represent and warrant to IBM that in connection with all activities pertaining to or related to this offering, neither you nor any of your directors, officers, employees, agents or representatives, nor any other person acting for or on your behalf, will directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payments, gifts or other things of value, including merchandise earned under this offering, to anyone for the purpose of wrongfully influencing decisions in favor of (a) IBM, (b) you, (c) any of your directors, officers, employees, agents or representatives or (d) any other person acting for or on your behalf. Notwithstanding anything to the contrary in this Attachment, IBM may terminate this Attachment and any and all of your PartnerWorld or Business Partner Agreements immediately if you breach this representation and warranty or if IBM reasonably believes such a breach has occurred or is likely to occur.

You will ensure that you have the necessary processes, procedures and controls in place to comply with the representation and warranty set forth in the preceding paragraph.

6. IBM Code of Conduct

Business Partners must comply with the IBM Code of Conduct when performing any activities under this offering. The Code of Conduct is available at:

http://www.ibm.com/partnerworld/pwhome.nsf/weblook/pub_join_memctr_agreement_code.html

7. Liability

Under the terms of this Attachment the maximum amount either of us is liable for is the greater of the amount of the incentive rewarded under the terms of this Attachment or the amount specified in the PartnerWorld Agreement – International Basic General Terms. In all other respects, the liability terms in the PartnerWorld Agreement – International Basic General Terms (including the exceptions) apply unchanged.

Notwithstanding the limits described above, IBM shall have no liability to any participant, and participating Business Partners shall indemnify IBM against any action, claim, expense or damage brought by any Business Partner employee against IBM or any third party arising from, or in connection with this offering.

8. Changing the Terms of this Attachment

IBM reserves the right to modify or withdraw the KYI offering, qualifying Products or Services or point values for eligible participants at its sole discretion and without notice at any time.

The availability of this KYI offering in no way implies that IBM will offer or operate a similar offering in the future.

9. Ending the Attachment

Either of us may terminate this Attachment, without cause, on two weeks' written notice or immediately with cause in the case of breach of a material term of this Attachment. Termination of this Attachment includes termination of any associated Supplement.

IBM has the right to immediately terminate any and all of your PartnerWorld and Business Partner Agreements if IBM terminates this Attachment for cause.

You agree that the terms of this Attachment and the IBM PartnerWorld Agreement – International Basic General Terms (referred to collectively herein as the "Agreement") are the complete Agreement between us regarding the relationship indicated above, and replace any prior oral or written communications between us regarding this matter. By signing this Attachment you accept the terms of the Agreement without modification. Once signed, any reproduction made by reliable means is considered an original, to the extent permissible under applicable law. You also agree that you are authorized to execute this Agreement for the legal entity on whose behalf you are accepting this Agreement. IBM's acceptance shall be confirmed when we notify you in writing.

Agreed to:

Geoinform

Business Partner Legal Name

By [Signature]

Authorized signature

Stanislav Mikhailov

Name (type or print)

17.01.2017

Date

