

January 2024 | Lenovo Elevate Program

Terms and Conditions

Contents:

Overview	1
1. Program Access and acceptance of this Agreement	1
2. Changes	2
3. Eligibility	2
Exclusions	2
4. Registration	3
5. Eligible Period	3
6. Eligible & non eligible Products & Transactions	3
7. ISG and IDG Business Partners	3
8. Target Notification	4
9. Lenovo Rebate payments	4
10. Rebate Process	5
11. Termination	7
12. Disclaimer of all warranties	7
13. Limitation of liability and indemnification	8
14. Applicable law, disputes and governance	8
15. Data Privacy and Confidentiality	9
16. Proprietary rights	9
17. Miscellaneous	10
Annexes	11

Overview

The Lenovo Elevate Program www.LenovoElevate.com (the “Program”) enables the payment of quarterly incentives to eligible Lenovo resellers with a valid Lenovo Reseller Agreement or Lenovo Partner Network Agreement (hereafter “Lenovo Eligible Reseller”) who meet calendar quarterly targets as defined by Lenovo and published in the Program Website accessed via www.lenovopartnerhub.com.

The Program is run on behalf of Lenovo by Motivforce Marketing & Incentives, Hannover Square Mayfair, London W1S 1BN.

If you are a Lenovo Eligible Reseller, the terms and conditions of the Lenovo Reseller Agreement, its Addenda and Exhibits are incorporated and herein made reference to. If you are a Lenovo Partner Network reseller, the terms and conditions of the Lenovo Partner Network Agreement and its attachments are incorporated and herein made reference to.

1. Program Access and acceptance of this Agreement

The Program is to be accessed only via www.lenovopartnerhub.com (the “Portal”). The Lenovo Eligible Reseller’s Lenovo primary contact(s) will administer their company’s involvement in the Program and will have to be registered via www.lenovopartnerhub.com and have a valid business login to access the Program.

Lenovo owns and operates certain websites and has implemented this Program which is accessed from a website that is affiliated with Lenovo who is the focus of this Program. The Program, together with the content, rebates, information sharing and other services available as part of the Program, are collectively referred to herein as “the Service.” The following are the current terms and conditions for use of this Program and Service. The Service is provided only to Lenovo Eligible Resellers as defined below. The Service is offered subject to acceptance without modification of all the present terms and conditions contained herein (hereafter the “Agreement”). This Agreement shall be deemed to include all other operating rules, policies and procedures that are referred to herein or that may otherwise be published by Lenovo from time to time on the relevant website. This Agreement is in addition to (not in lieu of) any other agreement (whether in writing or clickwrap) that you have entered into with Lenovo (now or in the future) including the terms and conditions of the Lenovo Partner Network Agreement and the Special Bid Addendum.

By accepting the Program’s terms and conditions (hereafter “the Agreement”), you confirm that you are a delegated person(s) to administer the Program on behalf of your company. You accept this Agreement by clicking “Join” on the Portal

IF YOU DO NOT AGREE TO ALL OF THE TERMS THIS AGREEMENT, OR IF YOU ARE NOT ELIGIBLE TO ENTER INTO THIS AGREEMENT, THEN DO NOT ACCESS OR USE THE SERVICE. COMPLETING THE REGISTRATION PROCESS OR OTHERWISE ACCESSING OR USING ALL OR ANY PART OF THE PROGRAM OR SERVICE OR SUBMITTING A CLAIM

AND/OR ACCEPTING REBATES UNDER THE PROGRAM WILL CONSTITUTE ACCEPTANCE AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE, WITHOUT MODIFICATION.

2. Changes

Lenovo reserves the right, at its sole discretion, to modify or replace this Agreement, in whole or in part, at any time. Change notices may be communicated by postings in the Program or electronic mail. In any case, Lenovo Eligible Resellers should periodically check this Agreement for changes. Continued use of the Service following any change to the Service constitutes Lenovo Eligible Resellers acceptance of those changes. Lenovo may suspend or terminate the Service, in whole or in part, at any time, with or without notice.

3. Eligibility

Only those resellers of Lenovo Eligible Products in one or both of Lenovo's Infrastructure Solutions group ("ISG") or of the IDG group who have met all of the following criteria can participate and receive rebates under the Program:

- Have signed a valid Lenovo Partner Network or Lenovo T1 Reseller Agreement for a country in Annex 1;
- Have accepted the present Program terms and conditions on the Program website
- Meet the targets as outlined in the Program Website.

Any reseller not meeting any one or more of these criteria will not be eligible to receive rebates for participation in the Program.

Exclusions

- Lenovo resellers with IDG tier level status of either Gold, and/or Platinum
- Lenovo resellers with ISG tier level status of either Gold, and/or Platinum
- Lenovo resellers with Platinum 360 and/or PlatinumPlus 360
- Lenovo resellers who do not have current signed a Lenovo Partner Network Agreement or Lenovo Reseller Agreement
- Lenovo Business Partners who are a IDG retailer or E-tailer
- Lenovo Business Partners who are a Lenovo 360 Engage Expert partner
- Lenovo reserves the right to exclude resellers with IDG and/or ISG Authorized tier level

The Service may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are at least 18 years of age and who are not barred from using the Service under applicable laws. If you do not so qualify, you are prohibited from accessing, using and registering for the Service. A Lenovo Eligible Reseller must properly complete the Program registration process for the purposes of the Terms of Service.

4. Registration

To become a Lenovo Eligible Reseller, you must complete the registration process by providing Lenovo with current, complete and accurate information as required by the then current registration procedures to open a Lenovo account (hereafter "Lenovo Account"). As part of the Lenovo Account opening procedure, the user will need to opt in to join the Program and accept the Terms and Conditions of the Service. Lenovo may refuse to accept any user's application to register as a Lenovo Eligible Reseller, in its sole discretion.

Lenovo Eligible Reseller shall maintain and update their registration data from time to time, to ensure that it is always current, complete and accurate.

Each Lenovo Eligible Reseller is solely responsible for maintaining the confidentiality of its access credentials and other account information and will be solely liable for any and all activities under its account. Lenovo Eligible Resellers shall be responsible for keeping all account information up to date. Lenovo Eligible Resellers agree to notify Lenovo immediately of any unauthorized use of their account.

5. Eligible Period

Lenovo Eligible Resellers shall be eligible during a calendar quarter commencing on 1st January, 1st April, 1st July and the 1st October within each 12-month period (hereafter "Eligible Period"). This is outlined in the Rebate Summary on the Program website.

6. Eligible & non eligible Products & Transactions

Eligible Lenovo Products are described on the Portal.

Excluded products and transactions:

- Lenovo IDG BDE transactions
- Lenovo IDG consumer products
- Purchases of Lenovo Technology Access

7. ISG and IDG Business Partners

Target options are selected upon log in/enrolment from 2 target group options displayed in the Lenovo Elevate program website (hereafter "Program Website").

Selecting preferred Distributor

- Upon log-in each Lenovo Eligible Reseller can opt to select and or confirm their preferred distributor that they do the most Lenovo Business with;
- By choosing one of the distributors the Lenovo Eligible Reseller agrees to share their total Lenovo sales data with their nominated distributor;
- This information is carried over each quarter unless the Lenovo Eligible Reseller opts out via the Elevate website and or changes their distributor;
The distributor can be changed within each Eligible Period.

8. Target Notification

In the first week of the new quarter ("Eligible Period"), Lenovo will publish sales revenue targets via the Program website. Targets will be visible for each of the Eligible Periods. The sales target set is for the entire quarter. Lenovo Eligible Resellers can select and view their Lenovo sales revenue targets based on the criteria set in the Eligible Resellers section of these terms.

9. Lenovo Rebate payments

Reconciliation by Lenovo

At the end of each new week Lenovo will reconcile the loaded sales data and make any adjustments to revenue totals in the account of the Program of the Lenovo Eligible Reseller. Post reconciliation an email notification (hereafter "Rebate Notification") is sent to the registered primary user(s) to raise and submit the Lenovo Eligible Reseller company invoice to the Lenovo Program for payment.

Bank Account Details

Lenovo Eligible Resellers who receive rebates directly from Motivforce Marketing & Incentives must complete bank account details at the time of claiming their Rebate.

Payments will only be made to commercial entities which submit their bank account details with company registration numbers and, if applicable, Value Added Tax (VAT) details.

Bank account details will be deleted after each Eligible Period's Rebate has been paid and must be resubmitted anew for each Eligible Period.

Rebates will only be paid under the rebate structure released by Lenovo and published on the Program Website and which specify an Eligible Period;

Rebates will only be paid where products are bought from Lenovo authorized distributors or Lenovo located in the same country as the Lenovo Eligible Reseller. Products purchased from entities other than Lenovo authorized distributors or Lenovo are excluded from the Program;

10. Rebate Process

General

1. Lenovo Eligible Resellers have thirty (30) days from the date of the Rebate Notification to submit their invoice. All rebate invoices outside of this period will not be accepted.
2. If the Lenovo Eligible Reseller fails to meet the target the Rebate will not be paid.
3. Rebates will be paid either directly to the Lenovo Eligible Reseller bank account, or as a credit note to a Lenovo Eligible Reseller's nominated Lenovo authorized distributor within the next calendar quarter after the last day of the Eligible Period provided that the rebate is claimed online within the communicated deadline or that Eligible Period and the Lenovo Eligible Reseller submits all relevant invoices. See Schedule One for the list of countries and associated payment method.
4. Lenovo accepts no liability for any payment delays;
5. All Rebates will be calculated in currency noted in the Annex 1
6. Lenovo Eligible Resellers are responsible for payment of all fees and charges after the Rebate is paid into their bank account;
7. Where the payment constitutes a taxable benefit, all liability lies with the Lenovo Eligible Reseller;
8. Where it applies, the payment is inclusive of value added tax (VAT);
9. If a Lenovo Eligible Reseller disputes the Rebate Notification, they must contact Motivforce Help Desk within five (5) working days of the date of the Rebate Notification email via "contact us" on the Program Website and complete the dispute form. In order for Lenovo to acknowledge the disputed invoice, the Lenovo Eligible Reseller must comply with the following requirements: (i) the Lenovo Eligible Reseller shall provide Lenovo with the original invoices from Lenovo authorized distributors or Lenovo demonstrating proof of purchase during the Eligible Period. The invoice must clearly show the purchased Eligible Products, the quantity, and the date of purchase. (ii) proof of order or dispatch will not be accepted as valid substantiation for a dispute. Only disputes notified via "contact us" and submitted on the official dispute form will be considered. (iii) . Disputes notified by any other means are ineligible and (iv) any dispute submitted after five (5) working days as from the Rebate Notification are void and will result in the Eligible Reseller forfeiting the right to any related Rebates in respect of the claim;
10. Lenovo will acknowledge disputes notified in accordance with item nine (9) above within five (5) working days and will resolve these disputes as soon as reasonably possible thereafter;
11. In the event Lenovo adjusts a payment as a result of a dispute, Lenovo will notify the Lenovo Eligible Reseller within a reasonable time. The difference will be paid to the Lenovo Eligible Reseller within thirty (30) working days of the notification;
12. Only invoiced sales during the Eligible Period to Lenovo Eligible Resellers will qualify for a Rebate;
13. Rebates apply only to the Eligible Period specified. Lenovo reserves the right to disqualify incomplete, altered, or illegible claims. No responsibility will be accepted for submissions,

which have been lost, or are late, damaged, misdirected or delayed. Proof of sending will not be accepted as proof of receipt;

14. Rebates are not transferable
15. If for any reason Lenovo is unable to make payments directly to the Lenovo Eligible Reseller, the Lenovo Eligible Reseller will be notified by Lenovo of the Rebates affected and the Eligible Period;
16. Products bought during an Eligible Period are only eligible for Rebates during that Eligible Period and may not be carried over to the subsequent Eligible Period.
17. A Lenovo Eligible Reseller may not offset any disputed or undisputed amounts under this Program against amounts due.

Sales Through Lenovo products

Using a process called "dollarization", SalesThrough revenue measurements calculated for the purposes of target and attainment calculations are based on net SalesIn revenue billed by Lenovo to distributor plus a notional uplift to reflect estimated distributor margin. For transactions reported by an authorised distributor as sold-out with a Special Bid, the Special Bid price will be used for dollarization. For transactions not reported as sold-out with a Special Bid by an authorised distributor, a calculation is made based on the distributor's average purchase price of the related part numbers from Lenovo plus a notional uplift. If no average purchase price is available for a distributor, then the standard Lenovo distributor channel price plus a notional uplift is used. The amount calculated by the dollarization process will be reduced by any promotion or specific sell-out funding and transactional credits that will be paid by Lenovo. Any SalesThrough targets set by Lenovo for incentive programs are based on dollarized revenue.

Participation and Auto-Enrollment Process

1. The Lenovo Eligible Reseller must accept the applicable Terms & Conditions for each Eligible Period on the Portal to be eligible to receive Rebates for that Eligible Period;
2. The Lenovo Eligible Reseller can opt to choose an auto enrolment to the Program on the same target and terms as in the previous quarter;
3. Targets and selection are displayed within the Program Website.
4. During the Eligible Period, Lenovo will collect sales details as reported by its authorized distributors to calculate the achievement of the Lenovo Eligible Reseller. These details are net of any returns made a Lenovo authorized distributor by the Lenovo Eligible Reseller. Such details are also net of any other applicable credit notes made for whatsoever reason;
5. The Program Website will be updated weekly to reflect the achievement of the Lenovo Eligible Reseller;
6. Within 6 (six) weeks after the end of the Eligible Period, Lenovo will send the Lenovo Eligible Reseller a Rebate Notification email with details of the Lenovo Eligible Reseller's unit achievement and the value of any Rebate due;

7. After receipt of the Rebate Notification email at the end of the Eligible Period, the Eligible Reseller must follow the link in the Rebate Notification email with instructions to complete the rebate claim.
8. Along with submission of the claim form, the Lenovo Eligible Reseller must submit an E-invoice or Self-billing invoice via Program Website. Details of how to do this will be presented on the Program Website within the '*invoice upload*'; Although every endeavour will be made to ensure the Rebate Notification email contains the final results for the Eligible Period, Lenovo reserves the right to make subsequent adjustments if it is found that the original data used for the calculation was incorrect. Lenovo reserves the right at its sole discretion to make changes to the Rebate Notification up to six (6) weeks after the end of the Eligible Period.
9. The decision of Lenovo in respect to any and all aspects of this Program is final and binding. This includes but is not limited to decisions about SalesIn/ SalesThrough, revenue target achievement, revenue and Rebate calculation;

11. Termination

Lenovo may terminate any Lenovo Eligible Reseller's access to all or any part of the Service at any time, with or without cause, with or without notice, with immediate effect. Lenovo Eligible Resellers and especially where Lenovo believes that Lenovo Eligible Reseller has previously misused other Lenovo programs including Lenovo Special Bids; Lenovo One Channel Partner Program and Conditions, Lenovo Partner Engage Program and conditions.

THE LENOVO ELIGIBLE RESELLERS AGREE THAT LENOVO WILL NOT BE LIABLE TO ANY LENOVO ELIGIBLE RESELLER OR ANY OTHER PARTY FOR ANY TERMINATION OF THE LENOVO ELIGIBLE RESELLER'S ACCESS TO THE PROGRAM OR DELETION OF ITS ACCOUNT.

12. Disclaimer of all warranties

THE PROGRAM AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE PROGRAM AND SERVICE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ARE EXPRESSLY DISCLAIMED. LENOVO AND THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. THE LENOVO ELIGIBLE RESELLER'S USE OF THE SERVICE IS SOLELY AT ITS OWN RISK.

13. Limitation of liability and indemnification

Lenovo Eligible Resellers agree that Lenovo shall not be responsible or liable for any unauthorized access to, alteration or use of the Lenovo Eligible Reseller's account, transmissions or data, any material or data sent or received or not sent or received through the Service.

IN THE EVENT OF DAMAGES CAUSED BY SLIGHT NEGLIGENCE NEITHER LENOVO NOR ANY OF THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS AND SUPPLIERS SHALL BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE PROGRAM OR SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, OR (C) DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, EVEN IF LENOVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Lenovo Eligible Resellers agree to indemnify, defend and hold Lenovo, its affiliates and subsidiaries, and its and their respective officers, directors, agents and employees, harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees), to the extent attributable to the Lenovo Eligible Reseller's use of the Service, or violation of this Agreement. This provision shall survive the termination of this Agreement and will remain in full force and effect.

Lenovo is not responsible for any technical, hardware, software, server, website or other failures or damage of any kind to the extent that this prevents the Lenovo Eligible Reseller from or otherwise obstructs him/her in participating in the Program.

14. Applicable law, disputes and governance

Lenovo Eligible Resellers are responsible for compliance with all applicable laws. This Agreement and the relationship between the Lenovo Eligible Reseller and Lenovo is governed by the laws

applicable under the Lenovo Partner Network Agreement signed between Parties, without giving effect to any choice of laws principles that would require the application of the laws of a different country. This Agreement are personal to each Lenovo Eligible Reseller, and the Lenovo Eligible Reseller may not transfer, assign or delegate their right and/or duties to anyone else and any attempted assignment or delegation is void. Lenovo may assign, transfer or delegate any of its rights and obligations hereunder without consent. The Lenovo Eligible Reseller acknowledges that Lenovo has the right hereunder to seek an injunction without the requirement to post a bond, if necessary, to stop or prevent a breach of any obligation hereunder. The paragraph headings in this Agreement, shown in boldface type, are included only to help make the agreement easier to read and have no binding effect. Any delay or failure by Lenovo to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by Lenovo shall have effect unless such waiver is set forth in writing, signed by Lenovo; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. In case of doubt: (i) a more recent document prevails over an older document; (ii) an Annex prevails over the document to which it is attached; and (iii) a more detailed document prevails over a related but more general document.

In case of conflict: (i) a more recent document prevails over an older document; (ii) an Annex prevails over the document to which it is attached; and (iii) a more detailed document prevails over a related but more general document.

15. Data Privacy and Confidentiality

Lenovo's Privacy Policy is available at www.lenovo.com/privacy. Lenovo will not edit, use, delete, or disclose the contents of a Lenovo Eligible Resellers' data processed in connection with the Service unless (a) reasonably necessary to perform the Service, (b) authorized by the Lenovo Eligible Reseller(c) otherwise permitted under the Privacy Policy or (d) Lenovo reasonably believes that such action is necessary to (i) conform or comply with any legal, regulatory, law enforcement or similar requirement or investigation, (ii) protect or defend the rights or property of Lenovo or any Lenovo Eligible Reseller or (iii) enforce this Agreement or any other agreement. Where permitted by law, we may share your personal information within Lenovo (including to subsidiaries, affiliates and parent companies) or the distributors and may transfer it to countries in the world where we do business.

16. Proprietary rights

The Lenovo Eligible Reseller acknowledges and agrees that the Program, Service and all content and materials created by or for Lenovo and made available on the Program are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and Lenovo (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by Lenovo, each Lenovo Eligible Reseller agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Program, Service or such content and materials.

Reproducing, copying or distributing any content, materials or design elements from the Rewards Program is strictly prohibited. Attempting to access or use the Program, Service, content or materials for any purpose not expressly permitted in this Agreement is prohibited.

17. Miscellaneous

Independent parties

No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. This Agreement constitutes the complete and exclusive agreement between the Lenovo Eligible Reseller and Lenovo with respect to their subject matter, and supersede all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Communication and notices

All communication and questions about the Program must be directed to the Elevate or Lenovo Elevate Help Desk via email or the "Contact us" form;

Changes, monitoring and disqualification

Lenovo reserves the right to modify or cancel the Program at any time without prior notice. Notices of these changes will be communicated to the Lenovo Eligible Resellers on the Program Website. If the Program is withdrawn, only claims which support valid purchases up to the date of withdrawal of the Program will be accepted.

Subject to applicable laws and regulations, Lenovo reserves the right to monitor, review, retain and / or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Lenovo may declare the Program to be void where it is taxed, regulated, prohibited or restricted by applicable law. Lenovo reserves the right to disqualify incomplete, altered or illegible claims. No responsibility will be accepted for submissions, which have been lost, or are late, damaged, misdirected or delayed. Proof of sending by the Lenovo Eligible Reseller will not be accepted as proof of receipt by Lenovo.

Audit rights, submitted documentation and repayment

Lenovo reserves the right to audit all requests to ensure that all terms and conditions of the Program have been met and to request additional information regarding any and all claims and supporting documents. From time to time, Lenovo may require confirmation from the Lenovo

Eligible Reseller that rebate monies have been received and the date of receipt;

All documentation submitted for the Program becomes the property of Lenovo and will not be returned. Submission of false, incorrect, misleading or fraudulent documentation may result in disqualification from the Program and future Lenovo programs;

If for any reason you subsequently dispute; (i) the existence of these Terms and Conditions; or (ii) that Lenovo Eligible Reseller signs or accepted the terms of the Lenovo Partner Network Agreement and its Special Bid Addendum, Lenovo Eligible Reseller agrees that they will immediately repay to Lenovo all incentive payments they have received under these Terms and Conditions; The decision of Lenovo in respect of any and all aspects of this Program is final and binding.

Severability

If any term in the present terms and conditions is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of these terms and conditions will be unaffected, provided that such unenforceability does not materially affect the Parties' rights under the present terms and conditions.

Neither Party will be in default or liable for any delay or failure to comply with this Agreement due to: governmental laws, court orders or regulations, forces beyond their reasonable control, excluding labour disputes and actions of subcontractors, provided such Party immediately notifies the other and takes all reasonable steps to mitigate against delay or failure.

If it is expected that a force majeure event will substantially affect Lenovo's ability to perform its obligations for a period of thirty (30) days or more, Parties will be entitled to terminate this Agreement (immediately without paying any termination charge).

Lenovo Eligible Reseller may not assign its rights or delegate or subcontract its duties under the Agreement to a third party or its affiliates. Lenovo may assign the Agreement without prior written consent to an Affiliate without any notification being due to the Lenovo Eligible Reseller.

Annexes

The following annex forms an integral part of this Agreement:

Annex 1: Schedule One

Annex 1 Eligible Countries

Elevate Eligible Countries

Country Name	Country Code	Lenovo Local Currency
Austria	AT	EUR
Germany	DE	EUR
United Kingdom	UK	GBP
Ireland	IE	EUR
France	FR	EUR
Italy	IT	EUR
Belgium	BE	EUR
Luxembourg	LU	EUR
Netherlands	NL	EUR
Spain	ES	EUR
Portugal	PT	EUR
Denmark	DK	DKK
Estonia	EE	EUR
Finland	FI	EUR
Iceland	IS	EUR
Latvia	LV	EUR
Lithuania	LT	EUR
Norway	NO	NOK
Sweden	SE	SEK
Switzerland	CH	CHF
Israel	IL	USD
Czech Republic	CZ	EUR
Slovakia	SK	EUR
Poland	PL	EUR
Russia	RU	USD
Turkey	TR	USD
Armenia	AM	USD
Azerbaijan	AZ	USD
Belarus	BY	USD
Georgia	GE	USD
Kazakhstan	KZ	USD
Kyrgyzstan	KG	USD
Ukraine	UA	USD
Uzbekistan	UZ	USD
Algeria	DZ	USD
Angola	AO	USD
Bahrain	BH	USD

Botswana	BW	USD
Cameroon	CM	USD
Congo	CG	USD
Congo, Democratic Republic	CG	USD
Comoros	KM	USD
Egypt	EG	USD
Gabon	GA	USD
Ghana	GH	USD
Iraq	IQ	USD
Ivory Coast	CI	USD
Jordan	JO	USD
Kenya	KE	USD
Kuwait	KW	USD
Lebanon	LB	USD
Lesotho	LS	USD
Malawi	MW	USD
Mauritius	MU	USD
Morocco	MA	USD
Mozambique	MZ	USD
Namibia	NA	USD
Nigeria	NG	USD
Oman	OM	USD
Pakistan	PK	USD
Qatar	QA	USD
Rwanda	RW	USD
Saudi Arabia	SA	USD
Senegal	SN	USD
Somalia	SO	USD
South Africa	ZA	USD
Swaziland	SZ	USD
Tanzania	TZ	USD
Tunisia	TN	USD
Uganda	UG	USD
United Arab Emirates	AE	USD
Yemen	YE	USD
Zambia	ZM	USD
Zimbabwe	ZW	USD
Bulgaria	BG	EUR
Croatia	HR	EUR
Cyprus	CY	EUR
Greece	GR	EUR
Hungary	HU	EUR
Macedonia	MK	EUR

Romania	RO	EUR
Serbia	RS	EUR
Slovenia	SI	EUR
UK	GB	GBP
MOLDOVA	MD	USD
BURKINA FASO	BF	USD
GUINEA	GN	USD
MADAGASCAR	MG	USD
PALESTINE	PS	USD
TOGO	TG	USD
BOSNIA-HERZ.	BA	EUR
SAN MARINO	SM	EUR
ALBANIA	AL	EUR
ANDORRA	AD	EUR
BENIN	BJ	USD
BURUNDI	BI	USD
CAPE VERDE	CV	USD
EQUATORIAL GUINEA	GQ	USD
ESWATINI	SZ	USD
FAROE ISLANDS	FO	DKK
FRENCH POLYNESIA	PF	EUR
GAMBIA	GM	USD
GIBRALTAR	GI	GBP
GREENLAND	GL	DKK
GUADELOUPE	GP	EUR
KOSOVO	XK	EUR
LIBYA	LY	USD
LIECHTENSTEIN	LI	EUR
MALI	ML	USD
MALTA	MT	USD
MONACO	MC	EUR
MONTENEGRO	ME	EUR
NEW CALEDONIA	NC	EUR
NIGER	NE	USD
REUNION	RE	EUR
SEYCHELLES	SC	USD
SIERRA LEONE	SL	USD
TURKMENISTAN	TM	USD
Afghanistan	AF	USD
Cape Verde Islands	CV	USD
Central African Republic	CF	USD
Chad	TD	USD
French Guiana	GF	EUR

Guinea	GN	USD
Guinea-Bissau	GW	USD
Jersey	JE	GBP
Liberia	LR	USD
Martinique	MQ	EUR
Mauritania	MR	USD
Mongolia	MN	USD
Palestine, State of	PS	USD
Réunion	RE	EUR
Sudan	SD	USD
Tajikistan	TJ	USD
Wallis and Futuna	WF	EUR