

# Incentive Rebate Program for Displayforce Partners

## I. Overview.

**1. Summary.** This Incentive Rebate Program for Displayforce Partners (hereinafter referred to as a “Program”) is a single performance driven program that supports Partners’ services practice. This document defines elements such as requirements, measurements and rebates, as well as the associated legal terms and conditions to access, sell, and deliver value-based services together with DISPLAYFORCE GLOBAL LIMITED, a company governed and construed under the laws of the Republic of Cyprus, having its registered office at 1 Iapetou Str, 4101 Agios Athanasios, Limassol, Cyprus (hereinafter referred to as “**Displayforce**”). Participation of Partners in the Program is governed by the terms and conditions set out below.

**2. Updating of this Document.** Displayforce shall have the right from time to time to change and/or amend the Program herein at its sole discretion by posting revised document at the website <https://displayforce.ai/>, and any change to the Program will be effective immediately upon such change and apply to any ongoing or subsequent services; it shall be the sole responsibility of Partners (Participants) to check the current edition of the Program.

**3. Program Eligibility.** Participation in the Program is based on Partner capabilities and investments made in connection with **Displayforce** products and services. Although this Program is intended to create opportunities for Partner profitability when selling **Displayforce** products and services, this Program is not a commitment or a guarantee that the Partner will increase margins and profitability.

**4. Termination and rejection.** In addition to any other remedies, **Displayforce** reserves the right to terminate or/and reject a Partner from this Program for the following reasons:

- (a) submission of false, misleading, or incomplete information provided under the Program, including claims for sales made under the Program;
- (b) other fraud or abuse of this or other **Displayforce** marketing or sales programs;
- (c) the distribution of **Displayforce** products and services purchased from any source other than **Displayforce** or a Displayforce Authorized Distributor; and
- (d) a breach by the Partner of the Software License and Distribution Agreement with all the amendments and annexes thereto (hereinafter referred to as “Reseller Agreement”);
- (e) the sale of **Displayforce** products and services to anyone other than an end-customer/end-user (it means resale to another partner or distributor); and
- (f) Partner’s Reseller Agreement has expired or been terminated for any reason; and
- (g) entering the Program was conditioned by the intention of the Partner to receive only a rebate without the desire to maintain a long-term relationship with Displayforce regarding products and services.

## II. Program`s Terms & Conditions. Rebate Rules

### 1. General

1.1. Partners shall meet the eligibility criteria as defined in Clause 2 Section II (Minimum eligibility requirements, conditions of participation) to earn a rebate in any indicated period.

1.2. **Displayforce** reserves the right to set up and/or amend the performance threshold targets, rebate ranges, value-based rebate targets and factors, rebate percentages, and total rebate percentages.

1.3. Partners are responsible for understanding and complying with all federal, state, and local government rules

regarding acceptance of credits or rebates. Participation in the Program is not permitted by Partners in any territory where such participation is prohibited by law.

1.4. The Partner is obliged to refrain from joining the Program and immediately notify **Displayforce** in writing that the applicable legislation does not allow the Partner to be a participant of the Program. Partners may elect to participate or decline the participation in the Program and appropriate rebate by notifying its **Displayforce** account manager in writing.

1.5. Incentive payments (Rebate) will not be paid out if, and for as long as Partner or any of its affiliates owes money to **Displayforce** or its affiliates, other than any other payment terms agreed in writing with **Displayforce** or its affiliates ("Affiliate" shall mean an entity or a natural person which controls, is controlled by or is under common control with a party here-to, where "control" means the power to control the composition of the board of directors of the relevant party (whether by contract, corporate law or other means), or the possession of more than half of the voting equity share capital of the relevant party, or the ability to consolidate such company's financial statements with those of such party in accordance with generally accepted accounting principles). In such cases, **Displayforce** reserves the right to set off any amount due under the Program against unpaid invoices and immediately suspend Partner's or its Affiliates' entitlement to receive incentive payments under the Program until all outstanding amounts have been irrevocably paid in full by Partner or its Affiliates.

1.6. Only partners who are not in bankruptcy according to local law will earn a rebate under this Program. The Partner has the power and authority to enter into this Program; execution and performance of this Program will not violate any law or breach any other agreement; no approval, action or authorization by any authority is required for Partner's execution and performance hereof or, if it is, such approval, action or authorization has been obtained and written evidence thereof has been provided to **Displayforce**; and Partner at all time will comply with all applicable laws and regulations, all applicable export controls, sanction regimes, authorizations and licensing requirements apply to Partner's business activities. The Participant confirms that their management does not prevent them from accepting rebates from **Displayforce**. The Participant must advise **Displayforce** of anything that may affect his or her participation in the Program.

1.7. **Displayforce** will not pay any rebates to any Partner that is: (a) subject to sanctions by the United States, United Kingdom, European Union, or other government; or (b) located in a country where **Displayforce** has publicly announced that **Displayforce** is not conducting business operations. The Program is open to legal entities, legally residing in any country except for Russian Federation, Belarus, Burma (Myanmar), Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of the Sudan, Syria or any other country with which the United States may prohibit export transactions or may be void, illegal, prohibited or otherwise restricted by law. Entities affiliated with the employees of Displayforce or/and Displayforce Authorized Distributor, their immediate families are not eligible to enter the Incentive program.

1.8. Participation in the incentive requires the full acceptance of these Program's Terms & Conditions. Rebate Rules (hereinafter referred to as "Rules"). The provisions apply to each participant in the incentive. **Displayforce** reserves the right to terminate the Program in its entirety in any country or territory for any reason in its sole discretion.

1.9. The following bookings are excluded under the Program: (a) products and services intended for resale to another partner or distributor (unless otherwise approved in writing by **Displayforce**); (b) bookings against which discounts toward future bookings are issued under another program or promotion. **Displayforce** reserves the right to deny or withhold any program rebates associated with orders for items that have a gap in coverage.

1.10. The Incentive may be combined (at sole **Displayforce** discretion) with currently running **Displayforce** special offers, unless otherwise stated in the promotion terms & conditions.

**2. Minimum eligibility requirements, conditions of participation.** In order to determine your eligibility to receive Rebates supplied by **Displayforce**, **Displayforce** requires that you review and agree to the present Rules before **Displayforce** can award the Rebate.

2.1. **Displayforce** is implementing the promotional incentive for Partners who (a) have a signed Reseller Agreement with **Displayforce** or a Displayforce Authorized Distributor and agree on this Program conditions; and (b) make bookings to obtain a license under the Reseller Agreement with Displayforce or a Displayforce Authorized Distributor; and (d) are able to accept/receive payments (rebates) in EUR and/or USD under applicable laws **during the Incentive Period**. In addition to the above the Participant should adhere to Recommended Retail Price (the «RRP») set by Displayforce in price lists when selling licenses to the end-users/end-customers and may not retain margin from sales higher than 5% of RRP, otherwise the rebate amount shall be corrected in proportion to the margin above 5%.

2.2. The timeframe for this incentive program is **September 14, 2022 – December 31, 2022** (referred to as “**Incentive Period**”).

2.3. To be eligible for the incentive Program, the Participant should complete the following steps: contact **Displayforce** via email [a.varlamov@displayforce.ai](mailto:a.varlamov@displayforce.ai), submitting an application on entering into the Program with the attachment of documents and information confirming the Partner's fulfillment of all the requirements of this Program as well as confirmation of the acceptance of these Rules in full without exceptions, information about the payment details for receiving rebate in USD or/and Euro.

Partners purchasing from Displayforce Authorized Distributors shall make sure that the sales data reported by Displayforce Authorized Distributors to **Displayforce** is correct. If a partner believes there are discrepancies between the reports of the Displayforce Authorized Distributor and their own sales records, they are responsible for reporting such discrepancies to **Displayforce** by the end of the Incentive Period. In cases in which sales transactions are ineligible because of incorrect data reported by a Displayforce Authorized Distributor, **Displayforce** reserves the right not to pay a rebate for such transactions.

2.4. **Displayforce** reviews the submission and approves the Partner to the Program via e-mail. Displayforce may appoint a rebate coordinator for the Program.

2.5. In a scenario where rebates were calculated and/or the rebate amount paid incorrectly, **Displayforce** reserves the right to either request that the Partner return the rebate or reduce future rebates accordingly under any Displayforce channel program in which the partner is participating.

2.6. **Displayforce** reserves the right to request that the Partner return the rebate in a situation where the rebate was obtained as a result of fraudulent actions, other violation of obligations on the side of the Partner, as well as when the Reseller Agreement is terminated on grounds not unrelated to a material violation by **Displayforce**.

### 3. Rebate

3.1. Subject to Clause 3.3. Section II **Displayforce** rewards every approved Partner (participant), who meets the requirements of this Program, in the form of monetary rebate, and after receiving payments in full for the booked licenses to the account of **Displayforce**.

3.2. **Displayforce** pays the rebate directly to the stated account of the Partner (Participant). The rebate amount is calculated as percentage from Recommended Retail Price for the granted licenses in the amount of:

- 80% rebate on all deals closed before September 30<sup>th</sup>, 2022;
- 70% rebate on all deals closed before October 31<sup>st</sup>, 2022;
- 60% rebate on all deals closed before December 31<sup>st</sup>, 2022;

3.3. **Displayforce** pays the rebate to the Partner (participant) in 30 (thirty) calendar days from receiving the full amount of license fee (subject to the Clause 2.1 of this Section II, including RRP) related to the closed deals during the Incentive period and meeting any and all Minimum eligibility requirements by the Partner, as well as submitting information and documents in respect of discrepancies between the reports of the Displayforce Authorized Distributor or/and **Displayforce** and their own sales records (if any).

## III. Other provisions

1. If the Rebate (reward) is subject to tax and national social security contributions under the law of the country of residence, **Displayforce** is not liable to pay taxes in connection with any reward granted as part of the Incentive.
2. The Rebate is non-exchangeable, non-transferable and cannot be redeemed for any other prize or incentive.
3. **Displayforce** accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by the Partner (Participant) as a result of entering the Incentive or accepting the Rebate (reward).
4. **Displayforce** reserves the right, at any time and in its sole discretion, to cancel, modify or suspend the Incentive, including these Rules if, in its sole judgment, the Incentive is not capable of being conducted.
5. Events may occur that make awarding the Rebate impractical or inappropriate due to unforeseen circumstances, reasons beyond **Displayforce**'s control or for **Displayforce** business reasons. In this situation, **Displayforce** may modify or amend the Program and provide a reasonable alternative. The Partner agrees that **Displayforce** or parties connected to **Displayforce** are not liable as a result.
6. Any amendment to the Rules will result in a new filing with the legal department of **Displayforce** and will take effect from the online date, and any Partner (Participant) will be deemed as accepted with the simple fact of the Participant's participation in the Incentive from the date of entry into force of the amendment. Any Partner (Participant) refusing the amendments made must immediately cease participation in the Incentive.
7. **Personal data.** By entering the Incentive, the Participant's representative agrees to Displayforce's Privacy Policy (<https://displayforce.ai/privacy-policy>), including the collection, retention, usage and distribution of their personal information to process and contact them about the Program entry.
8. **Law and Jurisdiction.** This Document shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to any conflict of law rules. Any and all disputes, controversies and differences between the Parties arising out of or in connection with this Document/Program (the "Disputes"), shall be referred to and finally resolved by arbitration administered by the Arbitration Service of the Cyprus Chamber of Commerce and Industry under the Arbitration Rules in force when the Notice of Arbitration is submitted. The number of arbitrators shall be three (3). The seat of arbitration shall be Cyprus, Limassol. The arbitration shall be held, and the award rendered, in English. The Parties agree that all arbitration proceedings conducted pursuant to this Section shall be kept strictly confidential, and all information disclosed in the course of such arbitration proceedings shall be used solely for the purpose of those proceedings.

Limassol, Cyprus  
September 14, 2022