

## Particular Terms and Conditions

### Terms & Conditions for Reselling IBM Passport Advantage Software Portfolio

The following terms and conditions for the resale of the IBM software Products are in addition to the terms and conditions of the Agreement hereinabove. In the event of any conflict between the terms of this Appendix and the terms and conditions of the Agreement hereinabove the terms of this Appendix shall prevail:

#### 1. Definitions

“**GSD Territory**” means United Arab Emirates, Bahrain, Kuwait, Oman, Qatar, Yemen.

“**Partner Territory**” means the following countries where the Partner is licensed to trade: United Arab Emirates, Qatar, Oman, Kuwait & Bahrain, Yemen, as applicable.

#### 2. Term

This Agreement shall have an initial term commencing on the Effective Date and ending at midnight United Arab Emirates (UAE) Standard Time on the date immediately preceding the first (1st) anniversary of the Effective Date (hereinafter referred to as the "Initial Term") and shall automatically renew upon expiration of the Initial Term for successive terms of one (1) year each (hereinafter referred to individually as a "Renewal Term"), unless this Agreement is terminated sooner.

For purposes of this Agreement:

- a. the Initial Term and each Renewal Term are hereinafter sometimes referred to collectively as the "Term" and
- b. termination of this Agreement does not in any way affect the rights and remedies of the Parties under this Agreement.

#### Termination

This Agreement may terminate prior to the periods set forth in this Agreement upon the occurrence of the following:

- a. by either Party, in its sole discretion, providing the other Party no less than ninety (90) days' prior written notice of termination (which termination may be with or without cause).or
- b. failure to keep or perform to the Partner's commitments entered into in this Agreement, where such performance is not remedied within 30 days following written notice by GSD's intent to terminate
- c. fails to meet its sales targets consistently over a period of two (2) quarters.
- d. the Partner directly or indirectly uses one or more facilities outside the Partner Territory from which the promotion, sales or leasing of any or all of the Products and/or Services are or is made, conducted or supported or where inventory of any or all of the Products is stored or handled, except when GSD has expressly authorized the Partner to do so by written notice, and then only to the extent of such authorization;
- e. the Partner repeatedly fails to pay within agreed payment terms;
- f. either party is adjudged bankrupt or insolvent or makes an assignment for the benefit of the their creditors;
- g. a receiver is appointed for either party or for any of the their assets; or

- h. either party is dissolved or ceases actively doing business, GSD shall have the right, at GSD's sole discretion, to terminate this Agreement immediately upon receipt by the Partner of written notice thereof from GSD;
- i. GSD fails to deliver the Products consistently for the customers, engaged and serviced by the Partner;
- j. GSD is no longer authorized by the Vendor to distribute the Products for any reason.

Either Party shall immediately inform the other in writing (in advance if possible) of each such change, incapacity, use, judgment, assignment, appointment, dissolution or cessation. Upon termination of this Agreement, the Partner shall immediately:

- a. cease all use of anything which would give the impression that the Partner is an authorized representative or channel partner of or for the Products or has any affiliation whatsoever with GSD or the Products;
- b. as directed by GSD, return to GSD at the Partner's expense all originals and all complete or partial copies in the Partner's possession or under the Partner's control of all material(s) provided to the Partner by GSD and all of the Marketing Materials, including without limitation sales aids, manuals, bulletins, literature and letterhead(s) containing any or of the Intellectual Property;
- c. pay to GSD all amounts due or to become due to GSD; and
- d. as requested by GSD, transfer to GSD any or all of the Approvals free of all liens, claims and encumbrances within 30 days.

### **3. Partner Supplementary Obligations**

The Partner must:

- 1. have a valid and active IBM Partner World registration;
- 2. in order to obtain the benefit of the IBM programs, select Gulf Software Distribution as the Value Added Distributor in IBM PartnerWorld and comply to the IBM programs requirements. For more information [www.ibm.com/partnerworld](http://www.ibm.com/partnerworld);
- 3. exclusively resell any software acquired through GSD into the Partner Territory;
- 4. be responsible to make sure that the Bill of Quantity (BOQ) relating to its customer, is correct and matching customer requirements. GSD will not be held liable for the BOQ and the Products usage in the customer environment;
- 5. agree to refund the amount of the unearned payments, in the event GSD or IBM finds that there are any incentive payments that GSD or IBM determines to be unearned or paid in error to the Partner;
- 6. ensure all IBM documentation is passed to the End User Customer where required signatures is to be obtained and to submit these with the customer's firm order to GSD. (not limited to IBM Passport Advantage and Registration form);
- 7. ensure receipt of the IBM Proof of Entitlement and eventually the related MEDIA delivery note (if applicable) is acknowledged by the customer to GSD.

### **4. Taxation**

Partner must acquaint itself with the tax rules applicable to the Partner Territory, where value added tax or withholding tax is applicable.

### **5. Partner Margins**

The Partner Margins as negotiated.



# GULF SOFTWARE DISTRIBUTION PARTNER AGREEMENT

## 6. Payment Terms

Payments will be made by Partner in US Dollars or UAE Dhs (AED) as per below payment terms:

- a. Days as mentioned in the Estimate from the date of invoice Credit Line by bank transfer;
- b. Partner shall be responsible to ensure payment reaches GSD;
- c. GSD Bank details are as follows:

### **USD ACCOUNT DETAILS**

Account Name : GULF SOFTWARE DISTRIBUTION  
USD Call Account : 01 01 3195872 03  
IBAN : AE740440000101319587203  
Bank Swift Code : SCBLAEADXXX  
Bank Name : Standard Chartered Bank.  
Bank Address : P O Box 999, Dubai. UAE.

### **Correspondent bank Details:**

Standard Chartered Bank New York. NY 10048  
ABA Code 256  
Swift Code SCBLUS33XXX

### **AED ACCOUNT DETAILS**

Account Name : GULF SOFTWARE DISTRIBUTION  
AED Call Account : 00 01 3195872 03  
IBAN : AE150440000001319587203  
Bank Swift Code : SCBLAEADXXX  
Bank Name : Standard Chartered Bank.  
Bank Address : P O Box 999, Dubai.