

These terms include:

1. Export Compliance Assurance
2. Global Dell Data Privacy Policy
3. Foreign Corrupt Practices Act
4. Non Disclosure Agreement

By click accepting you agree to the T&Cs of this Partner Portal and you acknowledge that you have reviewed the terms of Global Dell Privacy Policy, Export Compliance Assurance, Foreign Corrupt Practices Act and Non-Disclosure Agreement (all set out below) and that you agree to be bound by the terms of the Global Dell Privacy Policy , E xport Compliance Assurance, Foreign Corrupt Practices Act and Non-Disclosure Agreement on behalf o f yourself and your company.

1. Export Compliance Assurance

Subject: Customer Certification and Letter of Assurance

I/We understand that Dell Inc., and/or any of its affiliated or subsidiary companies (“Dell”) or authorized distributors or any third party, may provide us with hardware, software, and/or technology (“Product(s)”) that may be subject to the export laws and regulations of the United States and other nations. I/We also understand that, under these export control laws and regulations, the delivery of Product(s) to us may take place only after Dell has received confirmation from us.

Accordingly, we hereby agree:

- that we will not transfer, export, or re-export, directly or indirectly, any Product(s) acquired from Dell to Cuba, Iran, North Korea, Sudan, and/or Syria, or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations, and that we are not located in, under the control of, or a national or resident of any such country;
- that we will not use the Product(s) in any activity related to the development, production, use, or maintenance of Weapons of Mass Destruction, as defined by the U.S. Dept. of Commerce, including without limitation, uses related to nuclear, missile, and/or chemical/biological development and or production and that we will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity; if we are engaged in the development or production of Weapons of Mass Destruction, we acknowledge that we could be subject to and responsible for U.S. export licensing requirements;
- that we will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government or under any applicable law as prohibited from receiving Product(s) and that we are not on, or under control of anybody on, any such list;
- that we will comply with all applicable laws and regulations whenever we transfer, export, or re-export Product(s) obtained from Dell;
- that we will not request or make any regulatory certifications or applications on behalf of Dell and;

- if changes to this Letter of Assurance are necessary, we will contact Dell's EMEA Trade Compliance organization for instruction. (EMEA_Export_Compliance@dell.com)

In addition, we agree to indemnify, defend and hold Dell harmless from any loss, expense, penalty or claim against Dell due to our violation or alleged violation of any such applicable laws and regulations

2. Global Dell Data Privacy Policy :

<http://www1.euro.dell.com/content/topics/topic.aspx/emea/topics/footer/privacy?c=uk&l=en&s=gen&~lt=popup>

3. Foreign Corrupt Practices Act :

Partner acknowledges that it is familiar with the Foreign Corrupt Practices Act of the United States (the "FCPA") and the FCPA's prohibitions regarding the payment or giving of, or the promising to pay or give, anything of value, either directly or indirectly, to an official of a foreign government, foreign political party, or public international organization, for the purpose of influencing an act or decision in his official capacity, securing any improper advantage, or inducing the official to use his or his party's influence with that government or international organization, to obtain or retain business involving Products or the Dell Branded Services.

Partner agrees to not violate or knowingly let anyone violate the FCPA with respect to the sale, licensing or use of Products. Partner further agrees that it will not employ the services of any government official in connection with its distribution activities, and will not use any other third person or party in furtherance of its activities with respect to distribution of Products unless it has obtained a similar acknowledgement and agreement from such third person or party. Upon Dell's request, Partner agrees to provide Dell with written certifications of Distributor's FCPA compliance.

4. Non Disclosure Agreement :



EMERGING COUNTRIES - NON-DISCLOSURE AGREEMENT
internet version 1.0 (updated 14 May 2008)

NDA

THIS AGREEMENT is made on the date you accepted the agreement on line between your company (the "Company") and DELL EMERGING MARKETS (EMEA) LIMITED ("Dell") whose registered office is at Dell House, The Boulevard, Cain Road, Bracknell, Berkshire, RG12 1LF, registered number 3266654.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In this Agreement unless the context otherwise requires, the following expressions have the following meanings:-

Associates means in relation to Dell, its holding company or subsidiary company of it or that holding company or any other company in the Dell group. "Holding Company" and "subsidiary company" shall have the meanings ascribed to them by section 736 of the Companies Act 1985.

Confidential Information means generally any and all non-public information, of whatever kind or nature relating to Dell or its Associates or their interest, including, without limitation, information relating to the pricing, methods, processes, research, development, or related business information of any and all current and future product and/or service information, roadmap, technical or financial information, forecasts, customer names, addresses, and related data, contracts (including this Agreement), practices, services and support procedures, and other business information including, but not limited to software, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions, patent disclosures, samples and Request For Proposals that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form or by its nature is so obviously confidentially sensitive and would be useful to Dell's competitor companies. This Agreement also includes all such information acquired during any facilities tours.

Permitted Purpose means to assist the Company and Dell in discussions relating to their business relationship, with particular reference to commercial and business plans, including but not limited to financial information.

1. a) In consideration of the opportunity to receive Confidential Information, the Company agrees not to use such Confidential Information except in support of the Permitted Purpose, and shall not disclose the Confidential Information to any third party without the prior written consent of Dell.
- b) The Company agrees to protect such Confidential Information disclosed to it by Dell with at least the same degree of care, but no less than a reasonable degree of care, as it normally exercises to protect its own Confidential Information of like character and importance and will prevent:
(i) any use of Confidential Information not authorised in this Agreement;
(ii) communication of Confidential Information to any third party; or (iii) publication of Confidential Information.
- c) The Company shall ensure that the Confidential Information is only disclosed to officers or employees or agents and subcontractors of the Company on a "need to know" basis in order to carry out the Permitted Purpose and that the said officers, employees, agents and subcontractors are informed of the nature of such Confidential Information. Such Confidential Information shall not be shared with any employees of the Company's parent company or Associates who are not involved with the provision of the Permitted Purpose or otherwise have a reason to know such information.
2. a) The obligations set forth in this Non-Disclosure Agreement shall bind the parties for a period of three (3) years from the date of disclosure of Confidential Information and such obligation shall survive the termination or earlier expiration of this Agreement.
- b) The opportunity to receive Confidential Information under this Agreement may be terminated at any time upon written notice by Dell to the Company. Such termination shall not affect any obligation imposed by this Agreement with respect to Confidential Information received prior to such termination.
3. The Company shall not issue or release any promotional or advertising material mentioning Dell, its business or affairs (including the fact that meetings and discussions have taken place between the Company and Dell), or quoting the opinions of any of Dell's officers and employees without the prior approval of Dell.
4. This Agreement imposes no obligations with respect to Confidential Information that:
 - a. is lawfully known by the Company at the time of disclosure;
 - b. is or becomes, through no fault of the Company, available to the public;
 - c. is independently developed by the Company without use of such Confidential Information of Dell;
 - d. is lawfully received by the Company from a third party who does not have an obligation of confidentiality to Dell;

- e. is disclosed by the Company free of restriction with the written approval of Dell;
 - f. is disclosed by Dell to a third party free of restriction; or
 - g. is required to be disclosed by law or rule of relevant regulatory authority.
- In the case of events (b), (c), (d), (e), (f) and (g) above, the removal of the restriction shall be effective only from and after the occurrence of the applicable event.
5. The terms of this Agreement shall be deemed to apply to all officers, employees, agents, Associates and subcontractors of the Company and the Company shall ensure that the said officers, employees, agents, Associates and subcontractors are advised of the obligations set out herein, subject to 1(c).
 6. All Confidential Information provided by Dell under this Agreement shall remain the property of Dell. The Company, upon Dell's request, will promptly return all Confidential Information received, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
 7. Neither Dell or the Company acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the Permitted Purpose as set forth in this Agreement. Subject to the obligations of this Agreement, neither Dell or the Company will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement.
 8. Dell does not have an obligation to disclose Confidential Information to the Company or enter into any transaction as a result of this Agreement.
 9. No warranties are made and no responsibility or liability is or will be accepted by Dell in relation to or as to the accuracy or completeness of the Confidential Information. All Confidential Information is provided 'as is'.
 10. The Company acknowledges that damages for improper disclosure of Confidential Information may be insufficient; therefore, Dell is entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies.
 11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by the Company without the prior written consent of Dell. All additions or modifications to this Agreement must be made in writing and must be signed by the Company and Dell.
 12. This Agreement contains the entire understanding relative to the protection of the Confidential Information covered by this Agreement, is executed by authorised representatives of Dell and the Company and supersedes all prior and collateral communications, reports and understandings, if any, between the Company and Dell regarding Confidential Information.
 13. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.
 14. Information received pursuant to this Agreement may only be exported or used in accordance with the export control laws and regulations of the European Union and the United States.
 15. The Company warrants to Dell that it will:
 - (i) comply with all relevant obligations under local and European data protection legislation;
 - (ii) ensure that personal data is only processed in accordance with the Permitted Purpose;
 - (iii) maintain appropriate technical and organisational security measures in respect of the personal data to prevent unauthorised and unlawful processing, and protect against accidental loss, damage or destruction of such data; and
 - (iv) put in place adequate safeguards in accordance with applicable law, should personal data be transferred outside of the territory of the European Economic Area.
 16. This Agreement shall be governed by and construed and interpreted in accordance with the laws of England.