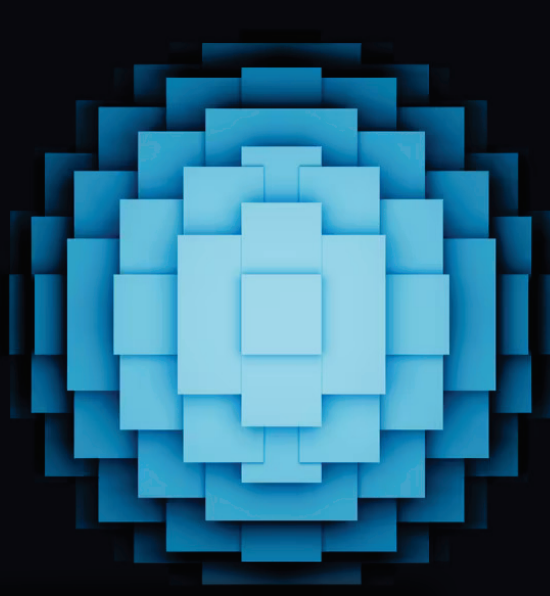


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Terms and Conditions

Maldives Incentive

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- Applicable to all the Partners in India & SAARC
- Applicable on closing deal/deals of \$1 Million or more revenue for NetApp in commercial segment with a minimum of \$200K or more in Territory Commercial segment to be eligible for this incentive.
- Orders booked from 1st Nov 2022 to 28th April 2023 are applicable
- Holiday package will be provided to the Partner Organization and it's the Partner Organization's discretion to allocate the holiday package to employee/employees of their choice.
- All-inclusive holiday package for 2 - Includes Flights, 5* Hotel Accommodation for 2 nights/3 days and All Meals only (Sightseeing, hotel incidentals are not included)
- Applicable for 2 adults only.
- Holiday package to be availed between May 2023 to August 2023 only. NetApp will announce the dates.
- NetApp Global and Government deals are not applicable.

Goa Incentive

- Applicable to all the Partners in India & SAARC
- Applies on closing deal/deals of \$500K or more revenue for NetApp in commercial segment with a minimum of \$100K in Territory Commercial segment to be eligible for this incentive
- Orders booked from 1st Nov 2022 to 28th April 2023 are applicable
- Holiday package will be provided to the Partner Organization and it's the Partner Organization's discretion to allocate the holiday package to employee/employees of their choice.
- All-inclusive holiday package for 2, includes Flights, 5* Hotel Accommodation for 2 nights/3 days and All Meals only. (Sightseeing, hotel incidentals are not included)
- Applicable for 2 adults only
- Holiday package to be availed between May 2023 to August 2023 only. NetApp will announce the dates.
- NetApp Global and Government deals are not applicable

Amazon Gift Voucher worth 2 lakhs

- Applicable on deal/deals closures of \$100K revenue or more in Territory Commercial Segment only will be eligible for this incentive
- Incentive Voucher will be provided to the Partner Organization and it's the Partner Organization's discretion to allocate the voucher to employee/employees of their choice
- Orders Booked from 2nd January 2023 to 28th April 2023 are applicable
- NetApp Global and Government deals are not applicable

Net New Cloud Opportunity Closure & Net New NetApp Core Opportunity Closure

- The incentive will be paid to the individual raising the DR(Partner SR)
- Only 1 claim is allowed per DR
- Applicable for all NetApp Partners SR's & SE's
- NetApp Govt & Global accounts are not applicable
- Renewals are not applicable
- Partner PO value to Distributor should be INR 7,50,000 and above
- For NetApp SO#, Partner to approach Distributor
- As per Net New criteria of NetApp
- For accepted DR claims - DR# to be submitted
- For DR closure - SO# and Partner PO to be submitted
- Claim to be submitted within 60 days from date of NetApp invoice to Distributor
- ARR of INR 3,75,000 or above
- The payout for the cloud DR payable ONLY after initialization of subscription on ARR value
- INR 3000 Per approved DR on NetApp Core Solutions
- INR 5000 per approved DR on NetApp Cloud Solutions
- DR Closure INR 5000 for partner SR & INR 3000 Partner SE
- Net New Opportunity Closures, additional INR 2000 for SR & INR 2000 for SE

Renewal Incentive

- Applicable to all the Partners in India & SAARC
- The incentive will be paid to the individual raising the DR(Partner SR)
- Only 1 claim is allowed per DR
- Applicable only for NetApp Partner Renewal SPOC's
- Minimum renewal amount to be INR 75,000
- SO# to be submitted for claim
- NetApp Govt & Global accounts are not applicable
- Claims submitted within the respective quarters are eligible
- INR 3000 Per Renewal
- 1 Account is 1 Renewal

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- a) Incentives are not stackable
- b) All applicable government taxes are to be borne by the winners.
- c) NetApp reserves the right to cancel or modify this Promotion as determined by NetApp in its sole discretion. Any modification of these Terms and Conditions shall be communicated to the Participants by regular mail or e-mail.
- d) Incentives earned are personal to the Individual Participant and non-transferrable. The Individual Participant is not allowed, whether in part or in whole, to (i) arrange for delivery or transfer or sell any such Incentive to any third party, or (ii) request for or another Incentive.
- e) NetApp reserves the right, at its sole discretion to suspend, reject, change, or adjust (upwards or downwards) the Incentive issued to the Individual Participant if (i) the Individual Participant is acting in bad faith, or in breach of any of these Terms and Conditions and/or Promotion Guide; (ii) the Individual Participant is no longer an eligible Participant.
- f) Participants must read and agree to our anti-bribery and anti-corruption policy-see below:

Anti-Bribery statement to which participants need to agree to:

a) NetApp's policy is to conduct its business activities in compliance with applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA) and other applicable anti-bribery and anti-corruption laws in countries where NetApp conducts business. NetApp employees or third parties such as NetApp Partners shall not give, offer, promise, authorize, or accept directly or indirectly anything of value in exchange for obtaining or retaining business or an improper advantage. NetApp and its employees can be held criminally liable for payments to third parties such as distributors, resellers, vendors, or other representatives if the person knew or should have known that the payments will be used by the third party, in whole or in part, to make an improper payment to a U.S. Government Official, a non-U.S. Government Official, or a private person.

Consequently, NetApp's channel Partners must comply with all applicable anti-bribery and anti-corruption laws and with their obligations as stated in the underlying Partner Agreement between NetApp and the Partner. Therefore, nothing of value (including, but not limited to, gifts, entertainment, or travel) should be offered or provided to third parties, such as actual or prospective customers or others, that is related to any transaction involving NetApp and that is intended to encourage a person to perform his or her functions improperly or to reward the person for having done so.

[View the NetApp Anti-Bribery and Anti-Corruption Policy.](#)

Privacy statement – The Partner acknowledges that for the execution of this Incentive, it is necessary for NetApp and the third parties which NetApp engages for operating the incentive to collect and process certain personal data about the Partner and the Partner's customer. NetApp is committed to comply with all applicable data privacy and data protection legislation. NetApp demands the same from the third parties whom NetApp engages for operating this incentive. Personal information will be used only for operating this incentive and will not be used or shared and transferred to third parties for other purposes unless the Partner has explicitly provided consent that their information may also be used for other designated purposes.