



Incentive Terms and Conditions:

Kicker Payout Clarification: If pre-qualifier is met AND 4 or more Product Category 2022 unit purchases exceed 2021 unit purchases AND product category thresholds are met, then distributor will be eligible for Kicker Payout back to \$1 for ALL QUALIFYING IPG Sales. This will supersede current language on Sapphire rebate form.

Net Purchases is defined as gross purchase dollars shipped and invoiced less all contract rebate claims, credits for returned, lost, or damaged goods, discounts off-invoice or other rebates which result from special promotions within the terms of this agreement. All determinations are made by IPG in its reasonable discretion.

Net Purchases basis for establishing growth objectives will be calculated by using previous year results. NO ADJUSTMENTS will be made to previous year Net Purchases for any reason.

All contract rebate claims must be up to date. Claims for contract rebates submitted past our 90-day rebate claim policy will be forfeited from incentive payout. IPG processing time will not negatively impact your incentive payout.

No additional payments or credits will be issued for the following, unless otherwise agreed.

- Warehouse allowances
- New product listing allowances
- Advertising allowances including: (fliers, co-op advertising, calendars, newspapers, catalogs, websites)

Distributors with more than one ship-to location will be combined to establish one corporate base for measuring performance. Agreement must be received in advance from IPG before any new branch or ship-to location can be added to the program. If IPG agrees to add the branch or ship to location, any previous year Net Purchases will be added for basis of measuring performance.

New buying group members are subject to review and may not be eligible to participate in the full IPG Buying Group incentive program or marketing programs.

The customer will have a maximum period of 30 days from the date of the incentive check to request a review of any incentive program payment. All questions regarding a payment of any incentive program should be directed to the SalesOps@itape.com.

Force Majeure - IPG shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, epidemic or pandemic, mill conditions, strikes, lockouts, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, inability to obtain materials or shipping space, breakdowns, governmental acts and regulations or any circumstances or cause beyond the control of IPG in the reasonable conduct of its business.

November and December purchases will be limited to 125% of the first ten months' average of the current program year for incentive calculations.

If at any point, a rebate check is less than \$500, payment must be through credit memo.

IPG reserves the right not to pay on growth dollars transferred from one Distributor to another via bids, and or requests from an end user.

IPG reserves the right to withhold payment on any late paid invoices where unauthorized deductions have been made.

IPG reserves the right to adjust any thresholds due to significant price adjustments.

IPG reserves the right not to pay rebate on price supported business or national accounts.

IPG reserves the right to exclude incentive payments to customers doing business with IPG corporate acquisitions or affiliates.

Either party may terminate the Agreement at any time by providing 90 days' notice to the other party.

The incentive agreement is not assignable by customer and does not transfer without IPG's written, signed authorization.

The agreement is only valid when signed by both parties and supersedes any prior agreements with respect to the subject matter.