



Marketing Development Fund Supplemental Terms and Conditions

These Marketing Development Fund (“MDF”) Supplemental Terms & Conditions (“MDF Terms”) supplement the Standard Terms and Conditions for Partners that are eligible to participate in the Marketing Development Fund Program. Any capitalized terms not defined herein have the meaning indicated in the Standard Terms and Conditions.

1. Governance of the MDF Program. The MDF Program is administered by Vertex and governed by the Agreement, these MDF Terms, and the Partner Program Guide. Vertex retains the right, in its sole discretion, to modify, suspend, or terminate the MDF Program at any time without liability. Vertex will honor previously approved MDF allocations where Partner has commenced the approved activities and is in compliance with these MDF Terms and the Agreement at the time of modification, suspension, or termination of the MDF Program.

2. Eligibility. MDF eligibility and amount is determined by Partner’s Type and Tier as set forth in an Order and further described in the Partner Program Guide. Vertex may modify eligibility requirements from time to time.

3. Allocation of MDF. MDF allocations are made at Vertex’s sole discretion. Vertex will provide Partner with visibility into allocated amounts and available balances. MDF allocations must be used within the time communicated by Vertex. Unused allocations shall automatically expire at the end of the cycle unless expressly extended in writing by Vertex.

4. MDF Request & Approval Process. Partner must submit an MDF request as directed by Vertex at least 60 days prior to the planned marketing activity. At minimum, each request must include: (i) detailed activity description; (ii) expected outcomes and goals; (iii) estimated budget; and (iv) any additional information reasonably requested by Vertex. Questions should be directed to the assigned Partner Manager. Vertex will review each request and approve, deny, or request modifications in writing, in its sole discretion. No verbal approval or informal communication shall constitute MDF approval.

5. Claims and Reimbursement. Upon completion of the pre-approved activity, Partner must submit a claim as instructed by Vertex with all requested documentation including: (i) proof of performance; (ii) detailed receipts or invoices; (iii) samples of creative materials used; (iv) evidence of compliance with Vertex campaign requirements; and (v) any other claim-related information reasonably requested by Vertex. Claims must be submitted within the program cycle. Vertex may deny any claim that does not comply with these MDF Terms. MDF reimbursement shall be paid only after Vertex verifies completion and compliance. No reimbursement will be made for activities that materially differ from those approved. Unused or unclaimed MDF cannot be rolled forward to any subsequent cycle.

6. Compliance and Audit. Partner shall maintain complete and accurate records relating to MDF-funded activities. Vertex may audit MDF-related activities, claims, and documentation upon reasonable notice, but not more than once per 12 months. Partner shall reasonably cooperate with any such audit.