



## Distributor Marketing Program

**Program Agreement Number:** 39

**Distributor Name:** Performance Foodservice - Valdosta

**Program Period:** 1/1/2021 to 12/31/2021

Cyril's Foods ("Manufacturer") agrees to pay Performance Foodservice - Valdosta ("Distributor") a program ("Program") that covers all Local, Marketing, and Purchasing Programs for purchases made from 1/1/2021 to 12/31/2021 ("Program Period"). The Distributor will disperse the funds internally at their discretion. Distributor will deduct from invoice payments the authorized Program funds.

Tier 1: \$1 to \$500,000	Tier 1 Program: 1%
Tier 2: \$500,001 to \$749,999	Tier 2 Program: 2%
Tier 3: \$750,000 and Above	Tier 3 Program: 3%

- **Marketing Program** - Once a new tier level has been achieved during the Program Period, the increased rate will become effective and will be paid from dollar one. Distributor agrees that the Program is applicable only to Cyril's Foods open coded products. Close booked products do not qualify for this Program. The Program excludes allowances and is based on net purchasing. Distributor agrees to deduct the Program monies on a monthly basis and supply backup which includes invoice number, invoice date, marketing allowance.
- **SPIFF** - Distributor agrees to run Manufacturer's quarterly sales SPIFF limited to new business only according to the terms stated on each SPIFF. SPIFF can only be payable to Distributor Sales Rep (DSR). Distributor agrees to deduct SPIFF with deduction backup that includes manufacturer code, product description, DSR Name, DSR District, customer #, customer name, customer city, invoice date, quantity, and unit of measure (i.e. case)
- **Sales Tracking** - Distributor agrees to send Manufacturer a monthly sales tracking report, in CSV or XLS format, on a monthly basis. The report to include facility name, manufacturer code, product description, DSR Name, DSR District, customer #, customer name, customer city, invoice date, quantity, and unit of measure (i.e. case)

This Agreement is an addendum ("Addendum") to the attached Distributor marketing agreement. Both agreements combined together constitute the entire agreement of the parties and supersedes any and all prior written or oral negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter hereof. If this Addendum has any terms that are in conflict with the Distributor's Program, then this Addendum supersedes the terms in the Distributor's Program. This Agreement shall not be amended or modified except in writing. This agreement can be modified at anytime within 30 days written notice. In the unlikely event of a dispute, the Distributor waives any plea of jurisdiction. The venue for any proceedings in Broward County, Florida. If a judgment is rendered against one party, that party is responsible for all reasonable legal fees of the other party.