

REBATE & INCENTIVES AGREEMENT

This Rebate & Incentives Agreement (“**Agreement**”) is made effective as of **February 1, 2025** between:

Vontair Mobility Systems, Inc. (“Vontair”)
and
DistributorOne Fuel Services Inc. (“Distributor”).

1. Scope

Distributor purchases eligible Vontair hardware, software, and services (“**Eligible Products**”) for resale to end customers. Vontair agrees to provide **volume-based rebates** based on Distributor’s Net Purchases each Quarter.

2. Rebate Tiers

2.1 **Quarterly Net Purchases** (ex-tax, net of credits and returns):

Tier	Quarterly Net Purchases	Rebate % on All Eligible Products
1	USD \$0 – \$1,000,000	2%
2	USD \$1,000,001 – \$5,000,000	4%
3	USD \$5,000,001+	6%

2.2 Rebate is calculated on **total Net Purchases** in the applicable Quarter (not marginal).

3. Quarterly True-Up

3.1 Within **thirty (30) days** following each calendar quarter, Vontair will provide a **Rebate Statement** showing:

- Net Purchases by month and product family
- Applicable Rebate Tier
- Rebate percentage and total amount due

3.2 Rebates will be paid as a **credit memo** or **wire transfer** within **forty-five (45) days** after the end of each quarter.

4. Special Programs

4.1 **Launch Incentive.** For the first two (2) quarters following Effective Date, Distributor will receive an additional **1% promotional rebate** on Net Purchases of the Vontair Analytics Module.

4.2 **Growth Accelerator.** If Distributor's annual Net Purchases exceed **USD \$12,000,000**, Vontair will apply an additional **2% year-end bonus rebate** on all Net Purchases above USD \$10,000,000.

5. Data Sharing & Reporting

5.1 Distributor will provide **POS / resale data** (by end customer, product SKU, and quantity) within **fifteen (15) days** after quarter-end.

5.2 Rebates are contingent upon Distributor providing complete resale data as described above.

6. Audit Rights

Vontair shall have the right to audit Distributor's resale records once per Contract Year upon **thirty (30) days' prior written notice**. Any over-credited rebates shall be reimbursed or offset in subsequent periods.

7. Term and Termination

- Initial term: **two (2) years**
- Auto-renewal for 1-year periods unless written non-renewal notice is given 60 days prior.
- Termination for breach with 30-day cure.

Accrued but unpaid rebates up to the termination date shall still be honored.

[Signature Blocks]