

As a valued member of **PEN**, in addition to your everyday discounted price on CooperVision Contact Lens products, you are also eligible to earn up to 10% quarterly Base Rebate applied to prior year purchases and 12% annual Growth Rebate on incremental purchases.

Members are eligible to earn a Base Rebate as long as they meet the following criteria each quarter:

- Purchase a minimum cumulative amount of contact lenses per table below; and
- Purchase the same amount or more of contact lenses during the year-to-date measurement period as purchased last year; and
- Member of a doctor alliance as of the last day of the applicable quarterly measurement period

Each member that meets all of the eligibility criteria above shall qualify for the following Base Rebate % for each applicable measurement period. Base Rebate % will be applied to prior year-to-date (or cumulative) purchases of contact lenses for the applicable period:

Year-to-Date Purchase Criteria for Each Measurement Period					
Period 1	Period 2	Period 3	Period 4	BASE REBATE %	Growth Rebate %
≥ \$0 < \$5,000	≥ \$0 < \$10,000	≥ \$0 < \$15,000	≥ \$0 < \$20,000	0%	12%
≥ \$5,000 < \$15,000	≥ \$10,000 < \$30,000	≥ \$15,000 < \$45,000	≥ \$20,000 < \$60,000	3%	
≥ \$15,000 < \$25,000	≥ \$30,000 < \$50,000	≥ \$45,000 < \$75,000	≥ \$60,000 < \$100,000	5%	
≥ \$25,000 < \$35,000	≥ \$50,000 < \$70,000	≥ \$75,000 < \$105,000	≥ \$100,000 < \$140,000	7%	
≥ \$35,000	≥ \$70,000	≥ \$105,000	≥ \$140,000	10%	

Members are eligible to earn an annual 12% Growth Rebate on incremental annual purchases when they meet the following criteria:

- Total purchases for the year must be at or above prior year and exceed \$10,000 for the current year
- Member of a doctor alliance at the end of the final measurement period (October 31)

EXAMPLE	Period 1	Period 2	Period 3	Period 4	TOTAL YEAR
<b>2019 Purchases</b>	\$7,000	\$15,000	\$25,000	\$35,000	\$82,000
<b>2020 Purchases</b>	\$5,500	\$20,000	\$33,000	\$40,000	\$98,500
<b>2020 YTD Purchases</b>	\$5,500	\$25,500	\$58,500	\$98,500	

Period 1: Based on current year cumulative purchases of \$5,500, which is less than prior year purchases of \$7,000; this member does not qualify for an earnable Base Rebate.

Period 2: Based on cumulative purchases of \$25,500 (November 2019 – April 2020), the member would qualify for 3% rebate on prior year cumulative purchases of \$22,000 or earnable Base Rebate of \$660. Since there was no rebate paid out during Period 1, the member would be paid \$660 for Period 2.

Period 3: Based on cumulative purchases of \$58,500 (November 2019 – July 2020), the member would qualify for 5% rebate on prior year cumulative purchases of \$47,000 or earnable Base Rebate of \$2,350. Since the member was paid \$660 in prior period, the rebate paid would be \$1,690 (\$2,350 – \$660).

Period 4: (Final Measurement Period):

- Based on cumulative purchases of \$98,500 (November 2019 – October 2020), the member would qualify for 5% rebate on prior year cumulative purchases of \$82,000 or earnable Base Rebate of \$4,100.
- The member is eligible and qualifies for an earnable Growth Rebate of \$1,980 (12% on the \$16,500 year-over-year growth).
- The total earnable rebate is \$6,080 (\$4,100 + \$1,980). Since the member was paid \$2,350 in prior periods, the rebate paid would be \$3,730.

# CooperVision 2019–2020 Rebate Program General Terms and Conditions Partner Program

These are the General Terms and Conditions for the CooperVision 2019–2020 Rebate Program. Please ask your CooperVision Account Executive for a copy of the terms and conditions for your program.

**Eligibility Requirements:** For each CooperVision fiscal quarter (each a “Fiscal Quarter”) during the period commencing November 1, 2019 and ending October 31, 2020 (the “Annual Period”), a rebate participant or such (location) (each a “CVI Rebate Program Member”) may qualify for an individual rebate on its CVI product purchases if:

- (i) such CVI Rebate Program Member is, as of the last day of an applicable Fiscal Quarter, listed by CooperVision as a member of a doctor alliance organization (based on information provided by doctor alliance) (each, a “Qualified Location”); and
- (ii) through the final day of each applicable Measurement Period, Period 1 (November 1 – January 31), Period 2 (November 1 – April 30), Period 3 (November 1 – July 31), and Period 4 (November 1 – October 31), the Qualified Location’s cumulative Net Product Purchases (the “Year-To-Date Purchases”) are equal to or greater than the cumulative Net Product Purchases of said Qualified Location through the final day of the same period of the previous year (“Previous Year-To-Date Purchases”); and
- (iii) at the end of the applicable Measurement Period, the Qualified Location’s Year-To-Date Purchases are at least: \$5,000 for the first Measurement Period, \$10,000 for the second Measurement Period, \$15,000 for the third Measurement Period or \$20,000 for the Annual Period. If a CVI Rebate Program Member does not meet any one of the Eligibility Requirements in a Measurement Period, it is not entitled to – and shall forfeit – the Base Rebate for that Fiscal Quarter.

The criteria identified in clauses (i), (ii) and (iii) are collectively, the “Eligibility Requirements.” “Net Product Purchases” are the amount (in dollars as calculated by CooperVision) of Products purchased by a CVI Rebate Program Member under the program described herein (either directly from CooperVision or indirectly through a CooperVision Authorized Distributor), less any returns, credits, or discounts.

**Rebate Calculation for Measurement Period(s) 1–3.** CooperVision will pay a Qualified Location that has met the Eligibility Requirements, a Base Rebate for each Measurement Period calculated as follows:

- a. Determine the Year-to-Date Purchases through and including the last day of the applicable Measurement Period and use Table 1 on the front of this document to determine which Base Rebate percentage to apply (based on the range of Year-To-Date Purchases the Qualified Location has for the applicable Measurement Period).
- b. Multiply the Year-To-Date Purchases (up to the previous Year-To-Date Purchases) for the applicable Fiscal Quarter by the applicable Base Rebate percentage. This will be the earnable Base Rebate amount.
- c. Subtract from the earnable Base Rebate amount any Base Rebate previously paid to such Qualified Location for earlier Fiscal Quarter(s) during the Annual Period. This will be the payable Base Rebate amount.

**Rebate Calculation for Measurement Period 4.** CooperVision will pay a Qualified Location that has met Eligibility Requirements a Rebate calculated as follows:

- a. Calculate the earnable Base Rebate according to above.
- b. Calculate the earnable Growth Rebate.
- c. Add the earnable Base Rebate plus the earnable Growth Rebate and subtract any Base Rebates previously paid to such Qualified Locations during the Annual Period.

**Modifying Program Terms.** CooperVision reserves and shall have the right to modify or terminate the Program at any time and for any reason.

**Forfeit.** In the event that a CVI Rebate Program Member fails to make payment within forty-five (45) days after a CooperVision invoice is due or maintain all accounts with CooperVision on a current basis, that CVI Rebate Program Member shall forfeit, and not be eligible to receive, any rebate payments from CooperVision for such applicable rebate period. In addition, if a CVI Rebate Program Member or a Qualified Location sells Products to persons or entities other than end-user consumers, it shall forfeit, and not be eligible to receive, any rebate payment from CooperVision for the applicable rebate period. The Rebate Program is contingent upon the Customer’s Net Product Purchases for the Term to be equal to or greater than its Net Product Purchases of the Previous Fiscal Year. If the Customer’s Net Product Purchase for the Term are less than its Net Product Purchases of the Previous Fiscal Year, the Parties acknowledge that any base rebate amount(s) paid during the Term was not earned and will be deemed an overpayment(s) by CooperVision. CooperVision will offset any base rebate paid under this Agreement against any amount(s) that CooperVision owes to the Customer in any future periods after the Term until any such overpayment(s) is recovered by CooperVision.

**Minimum Payout.** If the rebate payment for a Qualified Location for any Fiscal Quarter is less than fifty dollars (\$50), said rebate payment will be paid in the next Fiscal Quarter that the Qualified Location earns a rebate.

Any claim(s) by CVI Rebate Program Member for rebate(s) not properly calculated or distributed by CooperVision must be brought to CooperVision’s attention in writing within forty-five (45) days after receipt of the applicable rebate payment or credit from CooperVision.

Please allow up to 12 weeks for rebate processing.

Please contact your CooperVision Account Executive at 800.341.2020 to learn more about this and other programs available to your practice.

Use the web-based dashboard to track your Base and Growth Rebate progress so you know exactly where you stand and what you have to gain. It’s easy to get started: go to [myrebate.coopervision.com](http://myrebate.coopervision.com) to register your practice and start seeing your data instantly.

Measurement Periods			
November 1 to January 31	November 1 to April 30	November 1 to July 31	November 1 to October 31

