

CHANNEL RESELLER & COMMISSION AGREEMENT

This Channel Reseller & Commission Agreement (“**Agreement**”) is effective as of **March 15, 2025** between:

Vontair Mobility Systems, Inc. (“**Vontair**”)

and

AlphaChannel Solutions Ltd. (“**Partner**”).

1. Appointment

1.1 Vontair appoints Partner as a **non-exclusive channel partner** to promote and resell the Vontair Platform and related services in the defined Territory (North America).

1.2 Vontair retains the right to sell directly and to appoint other partners.

2. Deal Registration

2.1 Partner may submit **Deal Registration Requests** for prospective customers through Vontair’s partner portal.

2.2 A Deal will be deemed a **Registered Deal** if:

- Submitted before Vontair is actively engaged with the prospect, and
 - Approved in writing by Vontair.
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3. Commission Structure

3.1 Registered Deals

For new subscription contracts sold to a partner-registered customer:

- **Year 1 Subscription Fees:** 12% commission
- **Year 2 Subscription Fees:** 8% commission
- **Year 3 Subscription Fees:** 4% commission

3.2 Influenced Deals

If Vontair identifies the opportunity but Partner materially supports the sales cycle (e.g., demos, proposals), the deal may be classified as an **Influenced Deal**:

- **Year 1 Subscription Fees:** 6% commission
- **Year 2 Subscription Fees:** 4% commission

3.3 Renewals (non-registered)

For renewals where Partner is listed as Partner of Record but did not originate the initial sale:

- All Renewal Years: **4% commission** on Renewal Subscription Fees.
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4. Performance Bonus

4.1 If Partner's cumulative **New Subscription ARR** attributed to Registered Deals exceeds **USD \$500,000** in any calendar quarter:

- Partner earns an additional **2% bonus commission** on that quarter's New ARR.

4.2 Bonus is paid together with the quarterly commission payment.

5. Payment Terms

5.1 Commissions are calculated on **Net Subscription Fees actually received** by Vontair from the customer (excluding taxes, credits, refunds).

5.2 Commission statements will be issued quarterly, and commission payments will be made **within thirty (30) days** after quarter-end.

6. Chargebacks

If a customer fails to pay, cancels, or receives a refund for invoiced Subscription Fees, Vontair may:

- Deduct the corresponding commission from future commission payments, or
 - Invoice Partner for the overpaid commission amount.
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7. Term and Termination

- Initial term: **two (2) years**, auto-renewal for 1-year periods.
- Either Party may terminate for convenience upon **sixty (60) days' written notice** after the initial term.
- Termination for cause available with 30-day cure window.

For accepted orders signed prior to termination, commissions remain payable through the applicable subscription periods.

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