2024 SALES QUOTA AND COMMISSION PLAN

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NaviFloor Robotics, Inc.

Effective Date: January 1, 2024

1. INTRODUCTION

This 2024 Sales Quota and Commission Plan (the "Plan") sets forth the term conditions under which NaviFloor Robotics, Inc. (the "Company") will compits sales personnel for the sale of the Company's autonomous mobile robots, fleet management platforms, and related services during the 2024 fiscal year

2. DEFINITIONS

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| 1. "Eligible Sales Personnel" means full-time employees of the Company w |
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| 2. "Qualified Sale" means a completed sale of Company products or service |
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| 3. "Annual Quota" means the individual revenue target assigned to each sale |
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4. "Commission Period" means each calendar month during which commission

3. QUOTA ASSIGNMENTS

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1. **Territory-Based Quotas**

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North America Region: \$12,000,000

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EMEA Region: \$8,000,000

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APAC Region: \$6,000,000

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2. **Product Line Quotas**

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AMR Hardware Systems: 60% of territory quota

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Fleet Management Software: 30% of territory quota

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Professional Services: 10% of territory quota

4. COMMISSION STRUCTURE

1. **Base Commission Rates**

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0-80% of quota achievement: 4% of revenue

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81-100% of quota achievement: 6% of revenue

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101-120% of quota achievement: 8% of revenue

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121%+ of quota achievement: 10% of revenue

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2. **Product-Specific Multipliers**

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New AMR Platform Sales: 1.2x base rate

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Fleet Management Software: 1.5x base rate

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Multi-Year Service Contracts: 1.3x base rate

5. PAYMENT TERMS

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1. Commission payments shall be made monthly, on the last business day of

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| 2. | Comngissions are earned upon receipt of customer payment and com |
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| 3. | Draw Against Commission |
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| M | aximum monthly draw: \$8,000 |
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| R | econciliation period: Quarterly |
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| Re | ecovery terms: 25% of excess commissions until fully recovered |
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| 6. | SPECIAL INCENTIVES |
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| 1. | **Strategic Account Bonus** |
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| Additional 2% commission for sales to Fortune 500 companies or strategic accounts as designated by executive management. |
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| - 2. **New Market Penetration** One-time bonus of \$10,000 for first successful deployment in a new vertical market as defined in the Company's strategic plan. |
| 7. ADMINISTRATIVE PROVISIONS |

1. The Company reserves the right to modify or terminate this Plan at any tir

2. All disputes regarding commission calculations must be submitted in writing

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| 3. This Plan supersedes all previous commission plans and agreements. |
| 8. CLAWBACK PROVISIONS |
| o. CLAWBACK I NO VISIONS |
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| 1. The Company reserves the right to recover paid commissions in the event |
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| Customer payment default |
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| Contract cancellation within 90 days |
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| Discovery of sales misconduct |
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| Material breach of Company policies |
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| 9. COMPLIANCE AND ETHICS |
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| 1. All sales activities must comply with the Company's Code of Ethics, Anti |
| - 2. Violation of compliance requirements may result in commission forfeiture |
| 10. ACKNOWLEDGMENT |
| |
| I acknowledge that I have received, read, and understand the terms of this 20 Sales Quota and Commission Plan. |
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| Sales Representative: |
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| |

| Signature: _ |
|--------------------------------|
| Print Name: _ |
| Date: _ |
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| For NaviFloor Robotics, Inc.: |
| Signature: _ |
| Name: James Wilson |
| Title: Chief Financial Officer |
| Date: _ |
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11. LEGAL NOTICE

This document contains confidential and proprietary information of NaviFlo

| Robotics Olnc. and may not be disclosed or distributed without prior written |
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| authorization. This Plan shall be governed by and construed in accordance we the laws of the State of Delaware. |
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