

QUARTERLY SALES COMMISSION STRUCTURE

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NaviFloor Robotics, Inc.

Effective Date: January 1, 2024

1. PURPOSE AND SCOPE

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1. This Quarterly Sales Commission Structure ("Commission Structure") esta

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2. This Commission Structure applies to all sales of Company's autonomous

2. DEFINITIONS

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1. "Qualified Sale" means a completed transaction resulting in a binding purchase order.

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2. "Net Revenue" means the total invoice amount less returns, discounts, taxes, and other deductions.

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3. "Sales Representative" means a full-time employee of the Company whose primary duty is to sell the Company's products.

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4. "Channel Partner" means an authorized third-party reseller or distributor of the Company's products.

3. COMMISSION TIERS AND RATES

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1. Direct Sales Representatives

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Tier 1 (0-\$500,000 quarterly): 4% of Net Revenue

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Tier 2 (\$500,001-\$1,000,000 quarterly): 6% of Net Revenue

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Tier 3 (\$1,000,001-\$2,000,000 quarterly): 8% of Net Revenue

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Tier 4 (Above \$2,000,000 quarterly): 10% of Net Revenue

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2. Channel Partners

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Standard Rate: 15% of Net Revenue

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Premium Rate: 20% of Net Revenue (applicable to Strategic Partners meeting

4. QUALIFICATION CRITERIA

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1. Commission Eligibility

- a) Sales Representative must be employed by the Company on the date of payment
- b) Qualified Sale must be fully paid by customer
- c) All required documentation must be complete and accurate
- d) No material violations of Company policies or procedures

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2. Strategic Partner Qualification

- a) Minimum annual revenue of \$5,000,000

- b) Completion of technical certification program
- c) Maintenance of 90% customer satisfaction rating
- d) Compliance with all Channel Partner Agreement terms

5. CALCULATION AND PAYMENT

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1. Calculation Period

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Commissions shall be calculated quarterly based on calendar quarters

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Tier advancement occurs at the beginning of each quarter

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Revenue recognition follows GAAP principles

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2. Payment Schedule

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Commissions shall be paid within 45 days of quarter end

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Payments subject to standard payroll deductions for employees

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Channel Partner payments processed as accounts payable

6. SPECIAL CONSIDERATIONS

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1. Multi-Year Contracts

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Commission paid on first-year value only

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Renewal commissions at 50% of standard rate

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Professional services billed separately

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2. Team Sales

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Commission split equally among contributing representatives

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Manager override of 1% on team sales

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Disputes resolved by Sales Director

7. ADJUSTMENTS AND CLAWBACKS

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1. The Company reserves the right to adjust or reclaim commissions in cases

a) Customer default or non-payment

b) Order cancellation or material modification

c) Pricing errors or unauthorized discounts

d) Violation of Company policies or procedures

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2. Clawback Period

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180 days from commission payment date

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Written notice required

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Payment plan options available

8. MODIFICATIONS AND TERMINATION

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1. The Company reserves the right to modify or terminate this Commission S

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2. Changes will not affect commissions earned prior to modification date.

9. GOVERNING LAW

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1. This Commission Structure shall be governed by and construed in accorda

10. ACKNOWLEDGMENT

The undersigned acknowledges receipt and understanding of this Commission

Structure:

Sales Representative/Channel Partner: _

Signature: _

Date: _

NaviFloor Robotics, Inc.

By: _

Title: _

Date: _

This document is confidential and proprietary to NaviFloor Robotics, Inc. U

