📄 Commission Continuity & Performance Conditions

To ensure sustainable growth and aligned incentives between GigDeveloper and the Growth Partner, the following terms define the conditions under which long-term commissions are retained or adjusted based on performance and ongoing involvement.

Increasing incentive to retain clients long term and scale the sales operations of GigDeveloper.

1.1 Performance-Based Commission Retention

The Growth Partner is entitled to a 10% residual commission on any client they originally closed, beyond Month 12, provided they continue to actively contribute to new business development.

Contribution Threshold:

- At least **2 new client signings or expansions per quarter**, or
- At least **1 new developer signed per month**

If these criteria are not met for **two consecutive quarters**, a **90-day Warning Period** begins.

- During this period, all residual commissions are **temporarily paused**
- If contribution benchmarks are met within the warning period, commissions are restored
- If not, residual commissions on the affected clients are **permanently forfeited**

A second Warning Period triggered within a rolling 12-month window will require **two consecutive quarters of active contribution** to restore future eligibility.

1.2 Proportional Sales Contribution Based on Portfolio Size

To continue receiving residual commissions, the Growth Partner must meet scaled contribution expectations tied to the size of their retained client portfolio. These expectations are assessed **quarterly** as follows:

Client Count	Required Quarterly Contribution	Example
Fewer than 100	20% of retained clients	50 clients → 10 new sales/quarter
100–299	10%	200 clients → 20 new sales/quarter
300–499	5%	400 clients → 20 new sales/quarter
500–999	3%	800 clients → 24 new sales/quarter
1,000+	1%	1,200 clients → 12 new sales/quarter

Failure to meet targets for **two consecutive quarters** initiates a **90-day Warning Period**, during which commissions are paused. If the target is still unmet at the end of that period, all paused commissions are **forfeited**.

If a second Warning Period is triggered within a 12-month window, **two consecutive quarters** of compliance will be required for reinstatement of eligibility.

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3. Contributor Engagement Requirement

To maintain eligibility for post-12-month commissions, the Growth Partner must complete at least one **business-aligned contribution** per month, including:

- Pipeline reviews or sales syncs

- Submission of new sales templates, sequences, or copy
- Coaching of junior sales reps
- Strategic pricing or positioning input
- Updating ICP or buyer journey
- Participation in C-suite meetings or strategic deal reviews
- Submission of sales performance analysis or deal flow reporting

Failure to contribute for **two consecutive months** will trigger a **90-day Warning Period**, during which residual commissions are paused. If contribution resumes, commissions are restored. If not, all commissions in scope are **permanently forfeited**.

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4. Client Relationship Engagement

The Growth Partner must remain **actively engaged in the sales relationship** with any client on which residual commissions are expected post-12 months. This includes:

- At least **two meaningful client touchpoints per quarter**, such as strategic check-ins, performance evaluations, or feedback discussions
- At least **one upsell or expansion opportunity** delivered every **six months**, with strategic relevance

Engagement must be logged via the CRM or an approved shared system.

Failure to meet these criteria over any **6-month period** will trigger a **30-day Warning Period**. If corrective action is not taken within this period, the commission on that client will be **reduced to 5% permanently**.

If a second warning is triggered for the same client within 12 months, the 5% reduction will take effect **immediately and irreversibly**.

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5. Warning Period Initiation & Mutual Accountability

All Warning Periods triggered under Sections 1–4 must be formally initiated in writing by the Company.

- Notification must be sent **via both email and SMS** to the Growth Partner
- The message must clearly state:
  - The **triggering clause** (e.g., Section 1.1, 1.2, etc.)
  - The **affected client(s)** (if applicable)
  - The **start date** of the Warning Period
- No Warning Period shall be considered valid unless this dual-notification process is followed.

5.1 Mutual Goodwill

Both parties agree to act in good faith and attempt resolution before initiating legal or commission-impacting measures. A **7-day resolution period** may precede formal warnings if either party requests it in writing.

5.2 Continuity Upon Company Sale or Change of Ownership

In the event of company acquisition, reorganization, or other material change, all commission entitlements shall remain intact. If continuity is not possible, a **buyout** based on 12-month trailing earnings shall be negotiated in good faith.