

## PERFORMANCE & COMMISSION AGREEMENT

### 1. Purpose

This Agreement serves as an extension to the Principal Contract of Consultancy signed by both parties. It expands on:

- **Clause 6.0 - Compensation & Payment**

The purpose of this Agreement is to outline performance expectations and commissionable income structure based on Key Performance Indicators (KPIs).

### 2. Project Details

Project Name	YAS Company Mobile + CUG
Project Start Date	01 <sup>st</sup> October 2025

### 3. Performance Context

The Consultant provides commercial services that require a certain level of commercial activity each month. The Consultant has agreed with the Client on specific **Key Performance Indicators (KPIs)**, with minimum thresholds that must be met monthly. If the Consultant fails to meet these thresholds for three consecutive months, the Client reserves the right to terminate the agreement.

To ensure company-wide success, each Growth Agent is also given a **monthly KPI target** to achieve.

### 4. Performance Assessment System

Each KPI will be assessed based on:

- **Non-Satisfactory:** Below the minimum threshold.
- **Satisfactory:** Achieving within the minimum threshold (up to 100%).
- **Above Expectation:** Exceeding 100% of the KPI target.

The **minimum threshold** for this project is **70% of the allocated monthly KPI targets**.

### 5. Key Performance Indicator (KPI) & Commissionable Income Structure

The following outlines the Key Performance Indicator (KPI) and Commissionable Income Structure, which defines the commission terms, targets, and conditions for agents, based on the value of the products sold and the associated performance metrics.


- **Payment Terms:** Commissions will be processed **90 days** after activation, provided that the customer has been actively using the service for the full **90-day** period from the activation date. Payment will only be made once the service usage criteria are met, ensuring that the customer has consistently engaged with the product.
- **Commission Structure:** The commission for both SME packages, Post-paid packages, and other related products is **47%** of the value of the respective monthly package but not limited to these products.
- **Monthly Target:** The target for all products, including SME Boxes and Post-paid Packages, is **15 units** per month.

### 6. General Terms

- **Commission Payments:** Commissions for a given month will be paid in the following month's payroll cycle.
- **Deductions:** All commissions earned are subject to **5% deduction of Withholding Tax** a national consultant.
- **Termination Clause:** If a consultant is terminated for **misconduct**, all outstanding commissions will be forfeited.
- **Administrative Errors:** If any errors occur in commission calculations, the consultant agrees to allow time for an investigation. The Client is not liable for errors caused by Consultant non-compliance with procedures.
- **Final Commission Figures:** The Client's internal tracking system will determine final commission figures, which will be accepted as final and non-disputable.
- **Loss or Damage of assets:** Consultant shall be liable for the repair or replacement cost of any lost, stolen, or damaged assets provided by the Employer.

### 7. Agreement & Acknowledgment

By signing this Agreement, both the Client and Consultant agree to the outlined terms and commit to adhering to all policies and procedures related to commercial activities

Client Name: Joshua Naiman
Signature: 
Date: 1/10/2025