

BizExchangeX Vendor Participation Agreement

Schedule B | Professional Services Commission

Version 2

This Schedule is incorporated into the BizExchangeX Master Vendor Participation Agreement (the "Master Agreement"). Capitalized terms not defined here have the meanings in the Master Agreement.

1. Eligibility and regulated-profession gate

1.1 This Schedule applies to approved consulting, coaching, human resources, marketing, design, technology, and other professional-service vendors for which the compensation method is lawful.

1.2 This Schedule does not authorize legal services, accounting or attest services, medical services, financial or investment advice, real-estate brokerage, insurance placement, or any other regulated professional service unless BEX has recorded written counsel clearance for the profession, jurisdiction, service, disclosures, and compensation method and has published a profession-specific version.

1.3 Legal-services fee sharing and attorney-referral compensation are prohibited under this business draft. A law firm or lawyer may not execute this Schedule unless a later profession-specific version is approved by qualified counsel and affirmatively published by BEX.

2. Commission

Subject to Section 1, BEX Commission equals 15% (fifteen percent) of Gross Revenue actually received by Vendor from each BEX-Originated Customer or Opportunity.

3. Gross Revenue

3.1 "Gross Revenue" means all fees and other consideration actually received by Vendor for services, deliverables, subscriptions, retainers, recurring work, project phases, change orders, and Expansion Transactions.

3.2 Gross Revenue is calculated before deductions for payroll, contractors, sales commissions, overhead, travel, tools, taxes on Vendor income, bad debt, discounts not shown on the customer invoice, or other Vendor expenses.

3.3 Gross Revenue excludes only taxes separately stated and remitted to a taxing authority and documented customer refunds or chargebacks actually paid. Pass-through expenses (including media spend paid directly to ad platforms without markup) are excluded only when separately stated to the customer, paid to an unaffiliated third party without markup, and supported by records.

4. Professional independence and customer duties

4.1 Vendor independently controls its professional judgment, scope, staffing, methods, advice, and customer relationship. BEX does not direct professional judgment or share responsibility for Vendor's work.

4.2 Vendor must maintain every required license, registration, independence standard, disclosure, engagement letter, conflict check, insurance policy, and professional record.

4.3 Vendor will not characterize BEX as a professional-services provider or as making, supervising, or endorsing Vendor's professional judgment.

5. Reporting and payment

The monthly report must identify the BEX opportunity, customer, engagement, invoice, service period, amount billed, amount received, permitted exclusion, Gross Revenue, Commission, and remittance. Commission is payable under the payment trigger in the Master Agreement.

6. Renewals and expansions

Commission applies to follow-on projects, retainers, renewals, additional workstreams, new locations, affiliate engagements attributable to the original customer, and cross-category Expansion Transactions unless a published profession-specific version lawfully narrows the obligation.

7. Schedule-specific execution data

The immutable execution record must state the approved professional category, license type and jurisdiction if applicable, counsel-clearance reference if required, required disclosures, Commission rate, Gross Revenue definition version, and Master and Schedule content hashes.