

BizExchangeX Vendor Participation Agreement

Schedule C | Direct Vendor, Distributor, and Carrier 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

This Schedule applies to an approved direct supplier, carrier, distributor, manufacturer, technology-services distributor, master agent, or similar channel relationship in which an underlying supplier or channel agreement controls some or all compensation.

2. Incorporated compensation source

2.1 The Commission basis, rate, timing, and eligibility rules are those identified in the completed Commercial Terms Record below and supported by the referenced underlying agreement or rate table.

2.2 An underlying agreement binds BEX only to the extent its specific compensation provisions are identified in the Commercial Terms Record, are legally available to BEX, and are included in the immutable Schedule snapshot.

2.3 If the underlying agreement changes, expires, is suspended, or is replaced, Vendor must notify BEX within five business days. A material compensation change requires BEX approval and a new published Schedule version or amendment before it applies.

3. Commercial Terms Record

The following fields must be completed before publication or execution:

Field	Required value
Vendor relationship type	Direct supplier / carrier / distributor / manufacturer / TSD / master agent / other
Underlying agreement legal parties	Exact legal names
Underlying agreement title and identifier	Exact title and reference
Effective and expiration dates	Dates and renewal terms
Compensation recipient	BEX or authorized upstream payor
Commission method	Percentage / fixed / residual / incentive / rate table
Calculation basis	Exact revenue, profit, product, unit, or other basis
Rate or rate-table version	Exact rate or immutable attachment reference
Earning trigger	Order / activation / customer payment / supplier acceptance / other
Payment trigger and timing	Exact event and remittance period
Renewals and expansions	Included scope and duration
Exclusions and reversals	Exact permitted items
Reporting source and frequency	System, report, due date, and owner
Channel contact	Name, title, organization, email, and phone
Supporting-document hash	Immutable hash and attachment identifier

4. Payment paths

4.1 If Vendor receives Commissionable Revenue or channel compensation, Vendor will report and remit the BEX share under the Commercial Terms Record.

4.2 If an approved supplier, distributor, carrier, TSD, or master agent pays BEX directly, Vendor remains responsible for accurate attribution and reporting but is not required to duplicate an amount BEX actually receives.

4.3 Vendor must promptly report a rejected order, disconnect, cancellation, clawback, rate dispute, missing residual, or channel-account change affecting BEX compensation.

5. No unilateral reduction

Vendor may not reduce, redirect, waive, or substitute BEX compensation by changing a sales code, channel partner, fulfillment path, contracting affiliate, or upstream relationship without BEX's written approval.

6. Reporting and reconciliation

The monthly report must include opportunity and customer identifiers, product or service, supplier or carrier, order and account numbers, activation date, billed and collected revenue where available, compensation basis, expected amount, paid amount, variance, clawback, and supporting statement reference.

7. Renewals and expansions

Unless the Commercial Terms Record expressly and lawfully states otherwise, compensation applies to renewals, residuals, added products, new locations, upgrades, migrations, and Expansion Transactions involving the BEX-Originated Customer.

8. Schedule-specific execution data

The execution record must include the completed Commercial Terms Record, immutable supporting-document references and hashes, approving BEX authority, any upstream confirmation, and the Master and Schedule content hashes.