

BizExchangeX Vendor Participation Agreement

Schedule D | Custom Negotiated 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. Limited use and approvals

1.1 Schedule D is used only when Schedules A, B, C, and E/F do not accurately state the approved commercial arrangement.

1.2 Every commercial field must be completed, internally approved by an authorized BEX officer, reviewed for conflicts with the Master Agreement, and approved by counsel when the arrangement presents regulated-profession, referral, international, unusual-remedy, or other legal risk.

1.3 A salesperson, marketplace administrator, or Vendor cannot activate Schedule D through profile data or informal communication.

2. Custom Commercial Terms Record

Field	Required negotiated term
Vendor legal name and classification	Exact legal entity and approved type
Covered offerings and jurisdictions	Products, services, categories, and territory
Commission method	Percentage / fixed / recurring / residual / tiered / other
Commission rate or amount	Exact value and currency
Calculation basis	Gross Revenue / Net Profit / unit / transaction / other defined basis
Included revenue	Exact charges, fees, incentives, and value included
Permitted exclusions	Exhaustive deductions with evidence requirements
Earning trigger	Exact event that earns Commission
Payment trigger	Exact event that makes Commission payable
Payment period	Number of days and starting event
Reporting contents and due date	Required fields, cadence, and certification
Initial transactions	Included scope
Renewals	Scope and duration
Expansion Transactions	Scope, categories, affiliates, and duration
Measurement or tier period	Dates and transition rules, if applicable
Credits, refunds, and clawbacks	Exact treatment and limits
Reconciliation	Cadence and correction procedure
Term and termination	Schedule-specific provisions
Post-termination rights	Commission and reporting survival
Special conditions	Exhaustive additional conditions
Provisions overriding the Master	Exact section numbers and replacement language
BEX approving authority	Name, title, approval ID, and timestamp
Counsel approval	Required status, reviewer, reference, and date

3. Construction

3.1 Blank fields, "to be determined," oral understandings, emails, proposals, and sales notes do not create binding custom terms.

3.2 The completed record must define every calculation component objectively enough to reproduce the Commission from source records.

3.3 Schedule D overrides the Master Agreement only where the completed record expressly identifies the Master section and states replacement language. All other Master terms remain effective.

3.4 Ambiguity does not authorize avoidance of attribution, reporting, audit, or non-circumvention duties.

4. Reporting, evidence, and audit

Vendor will provide the reporting and source evidence specified in the completed record. The Master Agreement's record-retention and audit provisions apply unless valid replacement language is expressly approved here.

5. Amendments

Any change to rate, basis, covered offerings, triggers, payment timing, renewal or expansion rights, exclusions, remedies, or overriding language requires a new immutable version and re-execution. Operational contact changes may be updated without re-execution if the audit history is preserved.

6. Schedule-specific execution data

The immutable execution record must contain the completed Custom Commercial Terms Record, all approval identities and references, supporting-document hashes, and the Master and Schedule content hashes.