



SOELDNER CONSULTING LLC  
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Florida-Registered | Veteran-Owned | Founded 2019

## **EXHIBIT A — Commission Schedule and Product/Service Description**

### **COMMISSION STRUCTURE**

**Commission Rate:** Ten percent (10%) of Gross Contract Value

**Gross Contract Value Definition:** Total contract value including all products, services, licenses, maintenance, support, and training, excluding only:

- Taxes (VAT, sales tax, etc.)
- Import/export duties
- Shipping and freight costs
- Third-party pass-through costs expressly identified in the contract

### **PAYMENT TERMS**

**Payment Schedule:** Commission payments shall be made within thirty (30) days after Principal receives payment from the Customer.

**Partial Payments:** If Principal receives partial or milestone-based payments from Customer, Representative shall receive proportional Commission payments based on the percentage of contract value received.

**Currency:** All Commission payments shall be made in U.S. Dollars (USD).

**Payment Method:** Wire transfer or ACH to the account specified below.

### **BANKING INFORMATION**

**Account Name:** Soeldner Consulting LLC

**Bank Name:** American Express National Bank

**Bank Address:** P.O. Box 30381, Salt Lake City, UT 84130

**Account Number:** 400114471321

**ACH/Wire Routing Number:** 124303243

## **PRODUCTS AND SERVICES COVERED**

The following categories of products and services offered by Principal are covered under this Agreement. Specific products, systems, and services shall be defined in writing by Principal and may be updated from time to time with written notice to Representative.

### **Category 1: Defense Systems and Equipment**

- [To be specified by Principal]
- Commission Rate: 10%

### **Category 2: Technology Solutions and Software**

- [To be specified by Principal]
- Commission Rate: 10%

### **Category 3: Professional Services**

- Training and capacity building
- Technical support and maintenance
- Consulting and advisory services
- Commission Rate: 10%

### **Category 4: Integrated Solutions and Programs**

- Multi-component systems
- Turnkey solutions
- Program management and integration
- Commission Rate: 10%

## **TERRITORY**

**Geographic Territory:** United States, NATO member nations, and such other countries as may be agreed in writing by the Parties.

**Customer Accounts:** All U.S. Department of Defense entities, NATO organizations, allied defense ministries, and defense contractors operating within the Territory.

**Excluded Accounts:** Any accounts specifically designated in writing by Principal as excluded or served directly by Principal.

## **COMMISSION EXCLUSIONS**

No Commission shall be payable for:

1. **Foreign Military Sales (FMS) Transactions:** Sales conducted through the U.S. Government FMS program where commission payments are prohibited or restricted by regulation.
2. **Direct Sales:** Sales made directly by Principal to existing customers with whom Principal had an established relationship prior to the Effective Date, unless Representative's involvement materially contributed to the specific sale.
3. **Prohibited Transactions:** Any transaction where commission payments are prohibited by law, regulation, or Customer requirements.
4. **Returns and Cancellations:** Products or services that are returned, rejected, cancelled, or for which Principal does not receive payment.
5. **Warranty Replacements:** Replacement products or services provided under warranty at no charge to Customer.

## **SPECIAL COMMISSION ADJUSTMENTS**

**High-Value Contracts:** For individual contracts exceeding \$10,000,000 USD in Gross Contract Value, the Parties may negotiate a modified commission rate in good faith, taking into account the specific circumstances of the opportunity.

**Multi-Year Agreements:** For multi-year contracts with recurring revenue, commissions shall be paid as revenue is recognized by Principal, subject to the payment terms above.

**Teaming Arrangements:** Where Principal participates as a subcontractor or team member, and the prime contractor's terms limit or prohibit commission payments, the Parties shall negotiate an alternative compensation arrangement in good faith.

**COMMISSION REPORTING**

Principal shall provide Representative with quarterly statements showing:

- Opportunities registered by Representative
- Orders received and accepted
- Payments received from Customers
- Commissions earned and paid
- Outstanding commission balances

**MODIFICATIONS**

Principal reserves the right to modify product offerings, pricing, and terms from time to time. Changes to commission rates or structure shall be made only by written amendment signed by both Parties, except that Principal may adjust pricing for products and services with thirty (30) days' written notice.

**ACKNOWLEDGED AND AGREED:**

**SOELDNER CONSULTING LLC**

By: \_\_\_\_\_

Name: Warren D. Soeldner

Title: Chief Executive Officer

Date: \_\_\_\_\_

**[PRINCIPAL COMPANY NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_