

innocapai

SALES PARTNER AGREEMENT

Innovative Capital Development Agency S.L. (ICDC)

Principal	Innovative Capital Development Agency S.L. (ICDC) Carrer de la Protectora 10, Local 4 07102 Palma, Spain
Sales Partner	Name: _____ Address: _____
Effective Date	_____
Version	1.0 April 2026

Preamble

This Agreement governs the commercial relationship between the Principal and the Sales Partner within the sales system operated under the innocapai brand.

The Principal is Innovative Capital Development Agency S.L. (ICDC), registered in Palma de Mallorca, Spain, and the owner of the innocapai brand. Under this brand, the Principal markets AI-powered products and services for business customers, including chat, voice, and other communication and automation solutions.

The Sales Partner supports the Principal in marketing these products through independent client acquisition, consultative selling, and guiding prospects to a completed purchase via the Principal's shop.

The collaboration is structured around a scalable sales system. Each Sales Partner enters into this Agreement directly with the Principal. Sales Partners begin as Full-Cycle Closers and may advance to Team Lead status through individual performance and team development. Team Lead status is a performance-based designation within this Agreement and does not constitute a separate contract type.

Organisational assignment within the sales structure, team membership, and commission accounting are managed through a centralised CRM and sales system provided by the Principal. Structural assignment serves exclusively for organisational integration, support, and commission allocation within the sales system.

The Sales Partner acts as an independent contractor on their own account and at their own risk. This Agreement does not establish an employment relationship of any kind.

Section 1 – Scope of Services

- (1) The Sales Partner supports the Principal in marketing products and services under the innocapai brand.
- (2) The Sales Partner's responsibilities include in particular:
 - Acquisition of business clients
 - Consultative sales support for prospective customers
 - Conducting product demonstrations
 - Guiding prospects through to a completed purchase via the Principal's shop
- (3) The Sales Partner begins their engagement as a Full-Cycle Closer within the sales system.
- (4) Through individual performance and team development, the Sales Partner may attain Team Lead status within the same Agreement.
- (5) The Sales Partner is entitled at any time to refer their own clients to the Principal's shop and to facilitate customer purchases through it. The purchase process and the Principal's applicable General Terms and Conditions govern the customer transaction exclusively. No separate written customer contract is required for this purpose. Team Lead status solely extends the structure-based compensation and support logic within the sales system and does not give rise to a separate contractual relationship.
- (6) The initial sales territory covers the DACH region (Germany, Austria, and Switzerland). The Principal reserves the right to expand the territory in the future.

Section 2 – Independent Contractor Status

- (1) The Sales Partner acts as an independent contractor. This Agreement does not create an employment or service relationship governed by labour law.
- (2) The Sales Partner is free to determine their own working hours, place of work, and working methods.
- (3) Any directions from the Principal are limited strictly to agreed objectives and results within the organisational framework of the sales system; they do not extend to the manner in which services are performed.
- (4) The Sales Partner may work for other principals, provided this does not give rise to a competitive conflict of interest. Competitors are defined as providers of AI-powered products or services for business customers – in particular chat, voice, communication, or automation solutions – that are comparable to those offered under the innocapai brand.
- (5) The Sales Partner is solely responsible for fulfilling their own tax obligations, arranging appropriate social security cover, and issuing invoices for commissions earned in a compliant manner.
- (6) Both parties shall conduct the performance of this Agreement in a manner that avoids any characteristics of a dependent employment relationship.

Section 3 – Sales Structure and System Logic

- (1) Sales activities are conducted through a structured sales organisation within a centralised CRM and sales system.
- (2) The sales structure generally comprises the following tiers:
 - Head of Sales
 - Team Lead
 - Full-Cycle Closer
 - Start Team (onboarding phase)
- (3) All new Sales Partners begin in the Start Team.
- (4) A Sales Partner may designate a Sponsor at the time of registration. Where registration occurs via a Sponsor, the Sales Partner is automatically assigned to that Sponsor's structure.
- (5) Where recruitment is initiated directly by the Principal, the Sales Partner joins the Start Team without a fixed team assignment.
- (6) Sponsor assignment is generally fixed upon registration and cannot be changed thereafter.
- (7) Upon completion of the onboarding phase, the Sales Partner may select a Team Lead from the list of qualified Team Leads in the CRM system.
- (8) The onboarding phase concludes once the Sales Partner has facilitated at least one successful customer purchase via the shop and at least one complete calendar month has elapsed since commencement.
- (9) Structural assignments within the sales organisation are managed exclusively via the CRM system. Structural data recorded in the CRM system is binding for commission calculation purposes.
- (10) If a Sales Partner leaves the sales system, their entire downline structure moves up by one tier.
- (11) A change of team is generally possible but results in a complete reset within the sales structure, including a fresh onboarding phase and the loss of existing team assignments.

Section 4 – CRM System and Partner ID

- (1) The Principal provides a centralised CRM and sales management system.
- (2) Each Sales Partner receives a unique Partner ID upon registration.
- (3) This Partner ID is used to track and assign:
 - Sales Partners
 - Team structures
 - Customer purchases via the shop
 - Commissions
- (4) Data recorded in the CRM system constitutes the authoritative basis for structural assignments, commission calculations, and status assessments. In the event of any dispute, the Principal's CRM data shall prevail.
- (5) Each Sales Partner receives personal login credentials for the CRM system.

Section 5 – Commissions and Remuneration

- (1) The Sales Partner receives performance-based remuneration in accordance with the Commission Plan in effect from time to time (Annex 1).
- (2) The Commission Plan governs, in particular, closing commissions, monthly residual commissions, and structure-based override commissions.
- (3) A commission entitlement arises exclusively where:
 - a valid customer purchase has been completed via the Principal's shop on the basis of the applicable General Terms and Conditions
 - full payment has been received by the Principal
 - an active customer subscription is in place, to the extent that an ongoing commission is concerned
- (4) Commissions are calculated monthly on the basis of revenue data recorded in the CRM system.
- (5) Payment is made by no later than the 10th business day of the month following the relevant accounting period.
- (6) Commissions arise only upon actual receipt of payment from the customer. Where payment is received late, the corresponding commission will be credited in the relevant period in which payment is received.
- (7) The Principal may amend the Commission Plan with effect for future transactions. Existing commission entitlements arising from transactions already closed remain unaffected. Amendments may not retroactively alter the commission structure (including tier composition and percentage allocation), the fundamental operation of the sales system, or the Team Lead criteria. Commissions already earned but not yet paid are not affected by any plan amendment.
- (8) Annex 1 forms an integral part of this Agreement.

Section 6 – Team Lead Status

- (1) Team Lead status is a performance-based designation within this Sales Partner Agreement and does not constitute a separate contract type.
- (2) Team Leads support their teams in particular through:
 - Coaching
 - Sharing best practices and experience
 - Supporting new Sales Partners during onboarding

- (3) Team Leads are not employers, line managers, or sub-contractors of other Sales Partners. The support obligation does not confer any right to issue instructions.
- (4) Annex 2 forms an integral part of this Agreement.

Section 7 – Structural Continuity

- (1) Upon attaining Team Lead status, a Sales Partner remains part of the existing structure while simultaneously building their own team within it.
- (2) Should a Team Lead temporarily lose their status, their team structure is preserved under them in the interim.
- (3) Structure-based commissions are paid only for as long as Team Lead status remains active.

Section 8 – Confidentiality and Data Protection

- (1) The Sales Partner undertakes to treat all internal information with strict confidentiality, including in particular customer data, commission rates, CRM structures, price lists, business strategies, and technical information.
- (2) This obligation applies throughout the term of the Agreement and for a period of 36 months following its termination.
- (3) Upon termination of the Agreement, the Sales Partner shall immediately delete or return all CRM credentials, customer lists, digital files, and any other internal information.

Section 9 – Intellectual Property Rights

- (1) All trade mark and usage rights in the innocapai brand remain vested in the Principal.
- (2) The Sales Partner is granted a non-exclusive, revocable licence to use materials provided by the Principal solely for the purposes of carrying out their contractual sales activities.
- (3) Materials created by the Sales Partner in the course of their activities may be used by the Principal for internal and external purposes.

Section 10 – Non-Competition

- (1) During the term of this Agreement, the Sales Partner may not work for direct competitors of the Principal. Direct competitors are providers of standardised AI-powered chat, voice, communication, or automation solutions for business customers that are comparable to those offered under the innocapai brand. Providers that develop exclusively bespoke, fully customised AI solutions for enterprises and do not offer such standardised products are not considered direct competitors.
- (2) Activities in non-competing industries remain permitted.
- (3) No post-contractual non-compete obligation applies.

Section 11 – Liability

- (1) The Sales Partner is liable without limitation for damages arising from wilful misconduct or gross negligence.
- (2) In cases of ordinary negligence, the Sales Partner's liability is limited to foreseeable, contract-typical loss.

Section 12 – Term and Termination

- (1) This Agreement is concluded for an indefinite period.
- (2) Either party may terminate this Agreement by giving four weeks' written notice to the end of a calendar month.
- (3) The right to terminate for good cause with immediate effect remains unaffected. Good cause includes in particular: material breach of confidentiality obligations, fraudulent misrepresentation, serious prejudice to the interests of the Principal, or infringement of data protection obligations.
- (4) Upon termination, the Sales Partner's active participation in the sales system ceases. Commission entitlements already accrued but not yet settled in respect of customer purchases made prior to termination will be paid out in the next regular accounting cycle. No further commission entitlements arise in respect of any period following termination.

Section 13 – General Provisions

- (1) Amendments and supplements to this Agreement require written form, including electronic written form.
- (2) Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected.
- (3) This Agreement is governed by Spanish law. The courts of Palma de Mallorca, Spain, shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement. Both parties are additionally entitled to bring claims before the courts of general jurisdiction of the other party.
- (4) The following documents form an integral part of this Agreement: Annex 1 (Commission Plan) and Annex 2 (Team Lead Criteria and KPI Framework).
- (5) The governing language of this Agreement is German. In the event of any discrepancy between translations and the German original, the German version shall prevail.
- (6) Sales Partners are entitled to rely on the commission rates and Team Lead criteria in effect at the time of their entry into this Agreement with respect to existing transactions and structures.

Principal



Name: Dennis Oberwalder
Title: Managing Director, ICDC S.L.
Place / Date: _____

Annex 1 – Commission Plan

innocapai | ICDC S.L.

Integral part of the Sales Partner Agreement | April 2026

1. Core Compensation Principles

The innocapai sales system, operated by Innovative Capital Development Agency S.L. (ICDC), compensates Sales Partners on the basis of three performance components:

- Successful facilitation of customer purchases via the shop
- Active customer subscriptions
- Structure-based team performance

Compensation is structured around two primary categories:

- Closing Commission (setup fee – one-time payment)
- Monthly Override Commission (subscription – recurring)

2. Closing Commission (Setup Fee)

Upon a customer's first successful purchase via the Principal's shop, the Sales Partner receives a one-time closing commission. The customer transaction is governed exclusively by the purchase process in the Principal's shop and the applicable General Terms and Conditions.

Tier	Entitled Role	Commission
Tier 0	Closing Sales Partner (Full-Cycle Closer or Team Lead)	50 %
Tier 1	Team Lead – for closings from their first tier	8 %
Tier 2	Team Lead – for closings from their second tier	4 %

Note: Tier 1 and Tier 2 commissions are paid only if the relevant Sales Partner holds active Team Lead status at the time of payment.

3. Monthly Override Commission (Subscription)

In addition to the one-time closing commission, active Team Leads receive a monthly share of subscription revenue generated by members of their structure:

Tier	Entitled Role	Commission
Tier 0	Team Lead who directly closed the customer	10 %
Tier 1	Team Lead – for closings from their first tier	8 %
Tier 2	Team Lead – for closings from their second tier	4 %

Key rule: Monthly override commission is payable only if the relevant Sales Partner holds active Team Lead status at the time of accounting.

4. Eligibility Requirements

Structure-based commissions are paid only where the relevant Sales Partner:

- holds active Team Lead status
- is recorded as such in the CRM system

The criteria for Team Lead status are set out in Annex 2.

5. Invoicing

The Sales Partner shall submit a compliant invoice on a monthly basis. Each invoice must include at minimum:

- Full name and address of the Sales Partner
- Full name and address of the Principal (ICDC S.L.)
- Invoice date and sequential invoice number
- Service period (accounting month)
- Itemised breakdown of commission components
- Net amount and applicable tax note (small business exemption or applicable VAT rate)

6. Commission Settlement

Commissions are calculated monthly on the basis of data recorded in the CRM system. Payment is made by no later than the 10th business day of the month following the relevant accounting period.

Commissions arise exclusively where:

- a valid customer purchase has been completed via the Principal's shop on the basis of the applicable General Terms and Conditions
- full payment has been received by the Principal
- an active customer subscription is in place, to the extent that an ongoing commission is concerned

7. Technical Basis

Structural assignments and commission calculations are managed exclusively through the Principal's centralised CRM system. Data recorded therein is authoritative for settlement purposes.

8. Amendments to the Commission Plan

The Principal may amend this Commission Plan with effect for future transactions. Existing commission entitlements from transactions already closed remain unaffected.

9. Performance Bonuses (Optional – Future)

The sales system may in future be supplemented by additional performance bonuses or incentive programmes. The introduction of such programmes will be communicated in a separate written notice.

10. Validity

This Commission Plan forms an integral part of the Sales Partner Agreement and applies to all Sales Partners who enter into a Sales Partner Agreement after its entry into force.

Principal



Name: Dennis Oberwalder

Title: Managing Director, ICDC S.L.

Place / Date: _____

Annex 2 – Team Lead Criteria and KPI Framework

innocapai | ICDC S.L.

Integral part of the Sales Partner Agreement | April 2026

1. Core Principle

Team Lead status is a performance-based designation within the same Sales Partner Agreement. Team Leads are experienced Sales Partners who, alongside their own sales activities, support their team through:

- Mentoring and onboarding of new Sales Partners
- Coaching and sharing of best practices
- Fostering sales activity within their team

Team Lead status is governed by clearly defined performance and structural criteria (KPIs).

2. Qualification for Team Lead Status

A Full-Cycle Closer becomes a Team Lead in the following month once all three conditions are met:

- At least 3 own successful customer purchases facilitated via the shop
- At least 2 active Full-Cycle Closers in their structure
- The Sales Partner is no longer in the Start Team

Timing rule: Team Lead status becomes effective on the 1st of the following month. Example: criteria met in October → Team Lead status effective 1 November.

3. Definition of “Active Full-Cycle Closer”

A Full-Cycle Closer is considered active if they have facilitated at least one successful customer purchase via the Principal's shop within a given calendar month.

4. Sales Partner Status Categories

The sales system distinguishes three activity statuses:

Status	Criterion	Effect
Active	≥ 1 own customer purchase via the shop per month	Counts towards the Team Lead's activity ratio
Inactive	0 closings in the month	Remains part of the structure; does not count towards the activity ratio
New	Onboarding phase in the Start Team	Not counted for Team Lead KPIs; eligible for full commissions

Onboarding phase: Covers the first accounting month plus one complete subsequent month. Example: joined in October → onboarding phase ends at the end of November.

5. Monthly Team Lead Qualification (5 KPI Pillars)

A Team Lead retains active status only where all five KPI pillars are met on a monthly basis:

Pillar	Area	Criterion
Pillar 1	Individual Output	At least ≥ 1 own customer purchase via the shop per month
Pillar 2	Team Structure	At least ≥ 2 active Full-Cycle Closers in the structure
Pillar 3	Activity Ratio	At least 50 % of Full-Cycle Closers in the team must be active
Pillar 4	Leadership	Active participation in the sales system, including supporting the team, attending meetings and training sessions
Pillar 5	Team Growth	At least 1 new active Full-Cycle Closer added to the structure within any rolling 3-month period

6. Loss of Team Lead Status

Failure to meet the criteria results in loss of Team Lead status. Upon loss of status:

- The Sales Partner reverts to Full-Cycle Closer
- Their existing team structure is preserved under them
- Structure-based override commissions are suspended for the duration of the status gap

Reinstatement: Team Lead status may be regained at any time once all criteria are met again. Reinstatement takes effect on the 1st of the following month.

7. Structural Continuity

Upon attaining Team Lead status, a Full-Cycle Closer remains part of the existing structure while simultaneously building their own team within it.

Should a Team Lead temporarily lose their status, their team structure is preserved under them in the interim.

If a Sales Partner exits the system, all Sales Partners assigned below them move up by one tier.

Example: Team Lead A → Team Lead B → Full-Cycle Closer C. If Team Lead B exits, Full-Cycle Closer C is reassigned directly to Team Lead A.

8. Technical Implementation

All Team Lead criteria are assessed exclusively through innocapai's centralised CRM system. Data recorded therein is authoritative for status assessments and commission settlements.

9. Amendments to Team Lead Criteria

The Principal may amend the criteria where necessary for the further development of the sales system. Existing Team Leads will be notified at least 30 days prior to any changes taking effect.

10. Purpose of the KPI Framework

The KPI framework ensures that:

- Sales Partners are rewarded for their individual performance
- Team Leads take active responsibility for the development and support of their teams

- The sales organisation grows organically
- The sales system remains structurally sound over the long term

Principal



Name: Dennis Oberwalder

Title: Managing Director, ICDC S.L.

Place / Date: _____