

# MISSION NVIDIA

## TERMS & CONDITIONS

THE EFFECTIVE PERIOD OF THIS PLAN IS: 00:00 (BST)  
26TH APRIL 2021 TO 23:59 (BST) 26TH SEPTEMBER 2021.

### OVERVIEW

The benefits of this Sales Incentive Plan ("Plan") are offered by Boston Limited to Sales Executives of certain Resellers if they qualify under the following terms and conditions.

The terms of this Plan supersede all other incentive plans, written or implied before the date of this Plan.

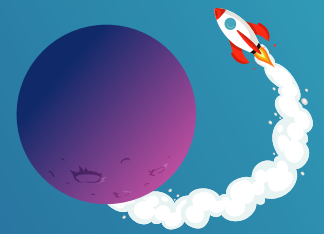
No representation or promise inconsistent with or beyond the terms of this Plan will be effective. In the event of any such representation or promise, the terms of this Plan will apply.

The following Agreement is comprised of two parts – Terms and the Schedule.

IT IS AGREED AS FOLLOWS:

### 1. ELIGIBILITY AND TERMINATION

- a. A Sales Executive must be an employee of a Reseller.
- b. Only employees defined as "Sales Executive" in the Schedule hereto are eligible under the terms of this Plan.
- c. If for whatever reason the Contract between Boston and a Reseller ends or is terminated the Sales Executive's eligibility to benefit under this Plan will end on the same date.
- d. If the sales Executive or the Reseller terminate their relationship with each other the formers eligibility will end under this Plan on the same date.
- e. Where a Sale Executive is no longer defined as such their eligibility under this Plan will end on the date of such change.
- f. In the circumstances set out in (a) (b) (c) (d) or (e) a Sales Executive will only be eligible to receive a benefit if the terminating event occurred before the end of the relevant Incentive Calculation Period as defined in the Schedule to this Plan.
- g. Commission Splits: sometimes the closing of a sale requires the efforts of several members of the sales team. Therefore, any benefit eligibility related to the sale may be allocated between two or more Sales Executives. Any such sales efforts must be documented and demonstrable if a split is to occur. Simply being the account owner or being assigned to an account which produces a sale through the efforts of another Sales Executive(s) is not sufficient evidence to be included.
- h. Any dispute regarding Commission splits will be determined at the sole discretion of the Compensation Committee and based upon the evidence provided to them by the Reseller.
- i. Whenever possible, this allocation of a commission split should be determined prior to the Sale being booked.



## 2. COMPENSATION COMMITTEE

- a. The Compensation Committee shall have authority to control construe interpret and manage the operation and administration of the Plan, including all rights and powers necessary or convenient to the carrying out of its functions hereunder, whether such rights and powers are specifically enumerated herein. This include but are not limited to the authority to administer and override Plan provisions to comply with any legal or regulatory requirements deemed applicable to the Plan.
- b. The Compensation Committee shall have authority to decide all questions of fact and questions of eligibility, and determine the amount, manner, and time of payment of any payment hereunder, which shall be final and binding on all parties hereto.
- c. Boston Limited reserves the right to modify, amend or terminate the Plan, to change the territory or quota for any Sales Executive at any time or from time to time, or to modify or amend any payment amount under the Plan, at any time, and from time to time, subject to approval of the Compensation Committee. All such changes will be incorporated into the Plan by incorporation into the Schedule.

## 3. PERFORMANCE MEASURES RESULTS AND PERIOD

- a. Performance Measures means the specific metrics or other results required under the terms of this Plan and set out in the Schedule thereto.
- b. Performance Results means the outcomes as measured by Boston Limited and or the Compensation Committee for the applicable Performance Measures in the Measurement Period.
- c. Measurement Period means a period in which a Sales Executive(s) performance results are reviewed and calculated. Incentive payments based on a Measurement Period will be measured as of the last day of a Measurement Period. See the Schedule for details.

## 4. INCENTIVE CALCULATION AND ADMINISTRATION

- a. Incentives will not be paid until all relevant data for the Measurement Period is accumulated and reconciled. All relevant, measurement elements must be identified and accounted for prior to calculation of any incentive pay out.
- b. Reconciliation and approval of incentive compensation generally will be completed within 21 calendar days after the last day of the Measurement Period, except when additional time is required to review results for final accuracy, in which case such payments will be paid at the earliest practicable time following such review.
- c. The Compensation Committee may reduce any sales incentive calculation otherwise due to a Sales Executive in an amount to reflect:
  - Any provisions for doubtful implemented by Boston Limited against a specific customer, that is part of such Sales Executives submission.
  - Any bad debt write-offs for a specific customer that has been included as part of such Sales Executives submission or on which such Sales Executive has previously earned incentive compensation because of revenue from such customer.
  - Any unpaid balance within a Measurement Period. However, if payment is then received without recourse to collection or litigation the notional adjustment will be reversed, and payment made in proportion to the actual balance received if less than the original balance and paid in the Performance Period following payment by the customer.

## 5. REPAYMENT OF OVERPAYMENTS

- a. If Boston Limited discovers that it overcompensated a Sales Executive or former Sales Executive the latter agrees to repay or return the overcompensation to Boston Limited within 30 days of a written request to do so.
- b. If the Sales Executive or former Sales Executive does not make such repayment within 30 days, and has not provided the Compensation Committee with clear and specific evidence (as determined by the Compensation Committee in its discretion) establishing his or her entitlement to the Compensation Boston Limited considers to have been overpaid, Boston Limited can recover such overcompensation or payment by offsetting the overcompensation against any future incentive that might then or later be due from Boston Limited to the Sales Executive or former Sales Executive.
- c. In addition to or in lieu of offset, Boston Limited may also pursue ordinary collection efforts or legal action against the Participant or former Participant. Together with interest and the reasonable costs of such action.

## 6. RIGHTS TO INCENTIVES

- a. A Sales Executives or former Sales Executives dependents, creditors, or beneficiaries will not have any right or interest in this Plan.

## 7. ASSIGNMENT

- a. A Sales Executive or Former Sales Executive in this plan shall not assign or give anything of value (except for officially authorised Company promotional allowances) nor promise or give any part of their incentive to any agent, customer, or representative of the customer or other persons (including Company employees) as an inducement in making a sale.

## 8. BUSINESS CONDUCT AND COMPLIANCE WITH ANTI – CORRUPTION LAW

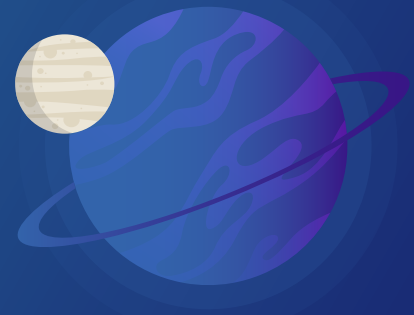
- a. These matters are subject to the laws and jurisdiction of England and or Northern Ireland.
- b. A Sales Executive will not take or allow any third party to take, any action or engage in any practice that would violate anti-corruption laws.
- c. A Sales Executive shall represent and warrant that:
  - Neither they nor any of their directors or officers or employees, who have decision-making authority with respect to this Plan, have been convicted of any offense involving bribery, corruption, fraud, or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative, or regulatory body regarding any offense or alleged offense under the anti-corruption laws.
  - Neither you nor any of your directors or officers or employees, who have decision-making authority with respect to this agreement, are government officials. Boston Limited may immediately terminate this agreement or suspend its performance hereunder if Boston Limited has reason to believe that you have breached this code of conduct.

## 9. BUSINESS CONDUCT AND COMPLIANCE WITH ANTI – CORRUPTION LAW

- a. This Plan shall be construed and enforced in accordance with the law prevailing at the relevant time in England or Northern Ireland.



# SCHEDULE



## **PART 1 – PARTICIPATION REGISTRATION**

- a. Participant must register to participate using this form.
- b. They must agree to the terms and conditions of the incentive program in order to submit the form.
- c. Upon completion of the form they will be sent, via the email address provided, a double opt-in to confirm adherence to the terms and conditions of the incentive program.
- d. Subject for meeting the eligibility criteria, the participant has now joined the scheme.

## **PART 2 – LIST OF BENEFITS ON OFFER AND LEAD TIMES**

- a. List of prizes and points
- b. Lead times: Prizes are individually sourced subject to availability. Boston will not provide a set lead-time but will endeavour to send your prize once chosen within a reasonable period.

## **PART 3 – HOW PERFORMANCE MEASURES RESULTS AND PERIOD ARE CALCULATED**

- a. The incentive runs from 00:00 BST 26th April 2021 to 23:59 BST 26th September 2021 – this is the accrual period.
- b. Participants begin to accrue points from the date that they join the incentive schedule.
- c. Participants must record their sales using the points log form.
- d. The form must be submitted for each eligible invoice.
- e. If a sale is not recorded on the corresponding invoice it will not be accepted.
- f. At the end of the accrual period points submissions will be audited.
- g. Participants will be notified of their spendable points via a points statement as per the terms and conditions of the scheme.

## **PART 4 – REQUIRED DOCUMENTATION FOR CALCULATING PART 3**

- a. See Terms and Conditions section 4.
- b. It is the participants duty to ensure that sales are logged accurately.
- c. Incorrect information will be discounted.

## **PART 5 – GENERAL ADMINISTRATION AND DEADLINES FOR SUBMISSION OF CLAIMS**

- a. Eligible sales must be logged by the end of the accrual period.
- b. Further proof of sale may be required as per section 4 of terms and conditions.

## **PART 6 – PROCEDURES FOR OVERPAYMENT OR NON-PAYMENT**

- a. See section 5 of terms and conditions.

## **PART 7 – AGREED AMENDMENTS TO THIS PLAN**

- a. See section 1 of terms and conditions.