



902 Broadway, 8FL
New York, NY 10010

Adaptive Security
Q1 2026 Reseller Sales Bonus Opportunity

PART 1: First Demo Bonus

Subject to the Terms and Conditions below, the Reseller Representative (as defined below) is eligible to receive a cash payment based on the size of the potential customer's company, as set forth below.

Company Size	First Demo Bonus
500–999 employees	\$500.00
1,000–4,999 employees	\$1,000.00
5,000+ employees	\$1,500.00

Submit an Incentive Opportunity Application for the First Demo Bonus, here: [First Demo Bonus](#)

PART 2: Closed-Won Bonus

Subject to the Terms and Conditions below, the Reseller Representative (as defined below) is eligible to receive a cash payment based on the first-year annual contract value (“**ACV**”) for the Sales Opportunity (according to the Reseller's price to Adaptive), as set forth below.

First Year ACV, Reseller Price to Adaptive	Must Close Within X Days of First Demo	Closed-Won Bonus
\$25,000.00–\$49,000.00	60 days	\$3,000.00
\$50,000.00–\$99,000.00	60 days	\$6,000.00
\$100,000.00–\$199,000.00	90 days	\$10,000.00
\$200,000.00+	120 days	\$20,000.00

Submit an Incentive Opportunity Application for the Closed-Won Bonus, here: [Closed-Won Bonus](#)

PART 3: Closed-Won Multipliers

The Reseller Representative may increase the bonus payment made under the Closed-Won Bonus based on the number of Sales Opportunities closed, as set forth below. This multiplier applies only to the Closed-Won bonus for that Sales Opportunity.

Sales Opportunity Number	Bonus Multiplier
Sales Opportunity 1	1x
Sales Opportunity 2	1.25x
Sales Opportunity 3-4	1.5x
Sales Opportunity 5-6	2x
Sales Opportunity 7+	2.5x

Example Reseller Representative Payout: \$77,500.00

Reseller Representative rep closes 7 deals:

- Company size: ~1,500 employees
- Demo SPIFF: \$1,000.00 per deal
- Base close SPIFF: \$6,000.00 per deal
- All deals close within 60 days

Closed-Won SPIFFs by Deal:

- Sales Opportunity 1: $\$6,000 \times 1 = \$6,000.00$
- Sales Opportunity 2: $\$6,000 \times 1.25 = \$7,500.00$
- Sales Opportunity 3: $\$6,000 \times 1.5 = \$9,000.00$
- Sales Opportunity 4: $\$6,000 \times 1.5 = \$9,000.00$
- Sales Opportunity 5: $\$6,000 \times 2 = \$12,000.00$
- Sales Opportunity 6: $\$6,000 \times 2 = \$12,000.00$
- Sales Opportunity 7: $\$6,000 \times 2.5 = \$15,000.00$

Demo SPIFF Total: \$7,000.00

+

Closed-Won SPIFF Total: \$70,500.00

Total Reseller Representative Payout: \$77,500.00

Q1 2026 Reseller Sales Incentive Opportunity Terms and Conditions

This Q1 2026 Reseller Sales Incentive Opportunity (the “**Incentive Opportunity**”) is available to all representatives of authorized resellers of TeamGuard AI, Inc. d/b/a Adaptive Security (“**Adaptive**”) who are authorized to sell Adaptive products and services (each, a “**Reseller Representative**”). By completing and submitting an Incentive Opportunity Application (defined below), you hereby agree to the following terms and conditions (the “**Terms and Conditions**”):

1. To receive a Payment (defined below), the Reseller Representative must submit one or more of the following Incentive Opportunity applications (each, an “**Incentive Opportunity Application**”):
 - a. [First Demo Bonus](#)
 - b. [Closed-Won Bonus](#)

SUBMITTING ONE OF THE INCENTIVE OPPORTUNITY APPLICATIONS ABOVE WILL BE CONSIDERED OPTING-IN AND AGREEING TO THESE TERMS AND CONDITIONS.

2. Cash payments will be awarded to Reseller Representatives for:
 - a. new and initial Adaptive product demonstrations (each, a “**Product Demo**”) conducted by the Reseller Representative with the appropriate authorized decision-maker on the potential customer’s cybersecurity or information technology team (i.e., the CISO, Head of IT, Head of Security, or comparable leadership title) (the “**Customer Representative**”) and with an Adaptive representative present (the “**First Demo Bonus**”); and
 - b. sales opportunities (each, a “**Sales Opportunity**”) closed with the potential customer with whom the Reseller Representatives conducted the Product Demo within a certain number of days of the first Product Demo, based on the size of the deal as set forth below (the “**Closed-Won Bonus**”):
 - i. For deals under \$100,000.00 in fees, the deal must close within 60 days of the Product Demo.
 - ii. For deals over or equal to \$100,000.00 in fees, the deal must close within 90 days of the Product Demo.
 - iii. For deals over or equal to \$200,000.00 in fees, the deal must close within 180 days of the Product Demo.
3. All cash payments for the First Demo Bonus will be made by Adaptive to the Reseller Representative within 30 days of Adaptive receiving a signed invoice from each Reseller Representative. All cash payments for the Closed-Won Bonus will be made within 30 days of Adaptive receiving a signed invoice and payment from the customer.
4. Only one Incentive Opportunity Application may be submitted for each Sales Opportunity. If multiple Reseller Representatives are involved in sourcing the Sales Opportunity, the cash payment will be split evenly between all Reseller Representatives, provided that they are identified on the applicable Incentive Opportunity Application(s). An individual must be named on the Incentive Opportunity Application and submit an invoice to Adaptive in order to receive a cash payment from Adaptive hereunder.
5. The Incentive Opportunity only applies to new deal registrations and Reseller-sourced Product Demos in the first quarter of 2026.

6. The Reseller Representative must submit a deal registration request to Adaptive and the request must be approved in writing by Adaptive in order for the Reseller Representative to qualify for the Opportunity.
7. The Adaptive Team will confirm qualification of the customer representative and the potential transaction.
8. The sales opportunity submitted by the Reseller Representative hereunder may not be sourced from an event held by the Reseller Representative's company at which Adaptive was present.
9. All bonuses, incentives, awards, and other payments made under this Incentive Opportunity are not guaranteed and are subject to final review and approval by Adaptive, within its sole and exclusive discretion. All example payouts and other examples herein and in the Incentive Opportunity Applications are for demonstrative purposes only and may not be relied on as guaranteed payment obligations. Adaptive reserves the right to modify, suspend, or terminate this incentive program at any time, with or without notice, including for individual Reseller Representatives or transactions. All submissions under this Incentive Opportunity are subject to review, approval, and validation by Adaptive. Adaptive reserves the right to audit submissions under this Incentive Opportunity, supporting documentation, and deal registration details.
10. The Reseller Representative and their employer or contracting entity must be in good standing and an active and authorized Adaptive reseller at the time payment is approved and processed.
11. Adaptive reserves the right to recover payments made in error or based on inaccurate, incomplete, or fraudulent information
12. Adaptive may disclose or make available to the Reseller Representative certain non-public, proprietary, and confidential information of Adaptive in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," including without limitation, the offers and terms contained in, and payments made under, this Q1 2026 Reseller Sales Incentive Opportunity of this ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Reseller Representative's breach of this section; (b) is or becomes available to the the Reseller Representative on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in the Reseller Representative's possession prior to Adaptive disclosure hereunder; or (d) was or is independently developed by the Reseller Representative without using any Confidential Information. The Reseller Representative shall: (x) protect and safeguard the confidentiality of the Adaptive's Confidential Information with at least the same degree of care as the the Reseller Representative would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Adaptive's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Q1 2026 Reseller Sales Incentive Opportunity; and (z) not disclose any such Confidential Information to any person or entity, except to the Reseller Representative colleagues and agents who need to know the Confidential Information to assist the Reseller Representative, or act on its behalf, to exercise its rights or perform its obligations under this Q1 2026 Reseller Sales Incentive Opportunity.
13. The Reseller Representative hereby represents and warrants to Adaptive that: (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (ii) it is authorized and permitted by its employer or its contracting party to accept the bonuses, incentives, awards, and other payments made by Adaptive to the Reseller Representative

hereunder and such acceptance will not violate any company policy or agreement between the Reseller Representative and its employer or contracting party. The Reseller Representative shall, at its own expense, indemnify, defend and hold harmless Adaptive and its managers, officers, directors, employees, agents affiliates, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any breach or alleged breach by the Reseller Representative of its representations, warranties, covenants, or other obligations hereunder.

14. Payments made to the Reseller Representative hereunder are not and will not be considered wages or other employment-related payments. Nothing contained in this Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Adaptive and the Reseller Representative, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. The Reseller Representative is solely responsible for any applicable taxes, fees, and deductions related to incentive payments.
15. This Terms and Conditions constitutes the sole and entire agreement of the Company and the Reseller Representative with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to this Terms and Conditions whether sounding in contract, tort or statute shall be governed by and construed in accordance with and enforced under the internal laws of the State of New York (including its statute of limitation and N.Y. Gen. Oblig. Law § 5-1401) without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any claim or cause of action arising under this Terms and Conditions may be brought only in the federal and state courts located in New York County, New York and the Reseller Representative hereby consent to the exclusive jurisdiction of such courts.