

LIMBIC ARC SALES COMPENSATION PLAN

Limbic Arc pays sales commissions to distributors based on the sale of, or monthly renewal of, software license subscriptions. This document sets forth how these sales commissions are earned. We are dedicated to providing you the most robust, fair, and straight-forward compensation plan possible. Many companies ‘talk’ about paying out up to 60% or 65% in their literature, however, when the dust settles, with playing games with breakage and bonus volume assigned to their total sales volume, few of those companies ever pay out over 40% to the field.

This is where Limbic Arc shines. We’ve developed a compensation plan that pays out a full 50% of every gross dollar that comes in each week, with absolutely no breakage. No smoke and mirrors, it’s simple and straight-forward, 50% of revenue is paid out to our Distributors.

If you choose to build a business with us, we’re confident you’ll find this approach to compensation a real asset as you work to reach your financial goals.

Below is our compensation plan. This is the legal document and it is part of our Limbic Arc Distribution Agreement.

Limbic Arc LLC (“Limbic Arc” or the “Company”) will pay sales compensation as follows:*

1. Structure of Compensation

- A. Limbic Arc will pay Distributors fifty percent (50%) of gross Distributor software license subscription income, less the costs of the Distributor Rewards and Recognition program as set forth below, the “50% Payout Amount” according to the Compensation Plan set forth herein.
- B. Limbic Arc employs a binary enrollment structure wherein each Distributor has two sales teams, one left, and one right. Both sales teams are comprised of customers and distributors who have purchased a Limbic Arc software license. Each level of the Downline Organization is a “Level”. All software licensees personally enrolled by a Distributor are their First “Generation,” regardless of where in the Downline Organization they reside; all software licensees enrolled by the First Generation are the Distributor’s Second Generation; all software licensees enrolled by the Second Generation are the Distributor’s Third Generation; and so forth.

* All capitalized terms herein have the meaning set forth in the Limbic Arc Distributor Agreement.

C. The 50% Payout Amount will be allocated and applied in the following order:

- I. First, to the Binary Weak-Leg Commission;
- II. Second, if 50% Payout Amount funds remain, to the Generations Check Match. (If the 50% Payout Amount is not sufficient to meet the obligations at the second level, Generations Check Match, then the amount will be prorated among all Distributors at the Generations Check Match level.);
- III. Third, all 50% Payout Amount funds remaining will be divided sixty-five percent (65%) to the Builder Bonus Pool and (35%) to the Leadership Pool.

D. Compensation is paid via direct ACH direct deposit weekly on Thursday (if a banking holiday, then on the following business day) based on the 50% Payout Amount from the previous week, measured from Saturday at midnight (MST) to 11:59:59 on Friday.

E. All payments to Distributors are “Bonuses” under the meaning set forth in the Limbic Arc Distributor Agreement and the Limbic Arc Terms and Conditions.

2. Binary Weak-Leg Commission

A. Weak-Leg is defined as the Downline Organization leg which produces the lower amount of subscription revenue in any given commission payment period.

B. Binary Weak-Leg Commission qualifications and payments are as follows:

Level	Active License Level	Minimum Personal Enrollee Volume	Weak Leg Payment	Weekly Earning Maximum
Star 100	Any Active License	\$50 in each leg	8% of Weak-Leg Volume	\$2,500
Star 200	\$100/mo. Active License	\$200 in each leg	9% of Weak-Leg Volume	\$5,000
Star 300	\$100/mo. Active License	\$300 in each leg	10% of Weak-Leg Volume	\$7,500
Star 400	\$100/mo. Active License	\$400 in each leg	11% of Weak-Leg Volume	\$10,000
Star 500	\$100/mo. Active License	\$500 in each leg	12% of Weak-Leg Volume	\$20,000

3. Generations Check Match

- A. If a Distributor is active at the \$100 software subscription level, and if each leg of the Downline Organization below them contains personally sponsored (First Generation) Distributors with aggregate, per leg, subscription revenue of \$100 per month, then they will be paid an amount equal to Ten Percent (10%) of the Weak-Leg Commission paid to their First Generation.
- B. If a Distributor is active at the \$100 software subscription level, and if each leg of the Downline Organization below them contains personally sponsored (First Generation) Distributors with aggregate, per leg, subscription revenue of \$300 per month, then they will be paid an amount equal to Ten Percent (10%) of the Weak-Leg Commission paid to their Second Generation.
- C. If a Distributor is active at the \$100 software subscription level, and if each leg of the Downline Organization below them contains personally sponsored (First Generation) Distributors with aggregate, per leg, subscription revenue of \$500 per month, then they will be paid an amount equal to Ten Percent (10%) of the Weak-Leg Commission paid to their Third Generation.

Generations	Personal Subscription Requirement	Personal Enrollee Subscription Volume	Commission Percentage
First Generation	\$100/mo. Active License	\$100 Active Subscription on each leg	10% Commission of Binary Earnings
Second Generation	\$100/mo. Active License	\$300 Active Subscription on each leg	10% Commission of Binary Earnings
Third Generation	\$100/mo. Active License	\$500 Active Subscription on each leg	10% Commission of Binary Earnings

4. Builder Bonus Pool

- A. Sixty-Five Percent (65%) of the 50% Payout Amount funds remaining after paying Weak-Leg Commissions and Generations Check Match will be allocated to the Builder Bonus Pool.
- B. The Builder Bonus Pool will be divided each week by the number of shares earned by Distributors, as set forth below.
- C. Builder Bonus Pool shares are earned as follows:

Level	Personal Subscription Requirement	Volume of New Personal Enrollees	Number of Shares Earned
Builder 1	Any Active License	\$50 or greater in volume	1/2
Builder 2	\$100/mo. Active License	\$100 or greater in volume	1
Builder 3	\$100/mo. Active License	\$200 or greater in volume	2
Builder 4	\$100/mo. Active License	\$300 or greater in volume	3

5. Leadership Pool

- A. Thirty-Five Percent (35%) of the 50% Payout Amount funds remaining after paying Weak-Leg Commissions and Generations Check Match will be allocated to Leadership Pool.
- B. The Leadership Pool will be divided each week by the number of shares earned by Distributors, as set forth below. *Required volume is not leg specific. It can come from left leg, right leg, or any combination thereof.

Level	Personal Subscription Requirement	Ongoing Volume Of Personal Enrollees	Number of Shares Earned
Leader 1	\$100/mo. Active License	\$400 or greater in volume <i>not leg specific</i>	1
Leader 2	\$100/mo. Active License	\$600 or greater in volume <i>not leg specific</i>	2
Leader 3	\$100/mo. Active License	\$1000 or greater in volume <i>not leg specific</i>	4

NOTE: The \$400, \$600 or \$1000 can be generated from NEW subscription sales, or a combination of NEW and Renewals, or from ALL renewals. As long as the \$400, \$600 or \$1000 in volume is there each week when the software looks to see if that distributor is qualified, then they will be paid no matter if the subscriptions producing the volume are new or renewals, and no matter if they are sales from the right or left legs.

6. Rewards and Recognition

A. Rewards and Recognition

Rewards Level	Qualification Requirement (weekly commissions below are calculated as an average of the previous four weeks)	Reward
Star	Active software subscription	TBD
Bronze	Star 500 + \$1000 in weekly commissions	TBD
Silver	Star 500 + \$2000 in weekly commissions	TBD
Gold	Star 500 + \$3000 in weekly commissions	TBD
Ruby	Star 500 + \$5000 in weekly commissions	TBD
Emerald	Star 500 + \$7,500 in weekly commissions	TBD
Diamond	Star 500 + \$10,000 in weekly commissions	TBD
Blue Diamond	Star 500 + \$12,500 in weekly commissions	TBD
Black Diamond	Star 500 + \$15,000 in weekly commissions	TBD
Presidential Diamond	Star 500 + \$17,500 in weekly commissions	TBD
Crown Diamond	Star 500 + \$20,000 in weekly commissions	TBD

7. General Terms

A. This Compensation Plan is subject to the Limbic Arc Distributor Agreement and Limbic Arc Terms and Conditions. In the case of any disagreement or contradiction between documents the following order of priority applies: First, Distributor Agreement; Second, Terms and Conditions; Third, Compensation Plan.

B. Limbic Arc reserves the right to alter and/or modify this Compensation Plan on 30 days notice.