

Fill in this information to identify the case:

Debtor AgileThought, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-11305

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Katharina Sadden
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Kathy Sadden

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Katharina Sadden</u> <u>3702 Cragmont Avenue</u> <u>Dallas, TX 75205, United States</u>	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 214-616-6427 Contact phone _____

Contact email kathysadden@yahoo.com Contact email _____

(see summary page for notice party information)

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 50,000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Commissions and unpaid PTO

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. Check all that apply:		Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		\$ <u>15,150.00</u>
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.		\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/07/2023
MM / DD / YYYY

/s/Katharina Sadden
Signature

Print the name of the person who is completing and signing this claim:

Name Katharina Sadden
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

Debtor: 23-11305 - AgileThought, Inc. District: District of Delaware		
Creditor: Katharina Sadden 3702 Cragmont Avenue Dallas, TX, 75205 United States Phone: 214-616-6427 Phone 2: Fax: Email: kathysadden@yahoo.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Katten Muchin Rosenman LLP; Attn: Joseph Hoffman 2121 North Pearl Street, Suite 1100 Dallas, TX, 75201-2591 United States Phone: 214-765-3608 Phone 2: Fax: E-mail: joseph.hoffman@katten.com		
Other Names Used with Debtor: Kathy Sadden	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commissions and unpaid PTO	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 50,000.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 15,150.00	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Katharina Sadden on 07-Nov-2023 1:30:52 p.m. Eastern Time Title: Company:		

*K. Sadden
#4198*

Fill in this information to identify the case:

Debtor 1 Katharina Sadden

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 23-11294 (JKS)

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
 Katharina Sadden
Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor Kathy Sadden

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Kathy Sadden</u> <small>Name</small></p> <p><u>3702 Cragmont Ave</u> <small>Number Street</small></p> <p><u>Dallas TX 75205</u> <small>City State ZIP Code</small></p> <p>Contact phone <u>2146166427</u></p> <p>Contact email <u>kathysadden@yahoo.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ <small>Name</small></p> <p>_____ <small>Number Street</small></p> <p>_____ <small>City State ZIP Code</small></p> <p>Contact phone _____</p> <p>Contact email _____</p>
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4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

L. Sadler
#4198

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 50,000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
PTO payout, commissions

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____%
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

R. Sadden
#4198

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 15,150.00

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/13/2023
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Katharina Elisabeth Sadden
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3702 Cragmont Ave
Number Street

Dallas TX 75205
City State ZIP Code

Contact phone 2146166427 Email kathysadden@yahoo.com

AgileThought
2022 Sales Incentive Compensation Plan

Introduction:

This AgileThought 2022 Sales Incentive Compensation Plan (“SICP” or “the Plan”) sets forth the terms, conditions, and administrative guidelines for the compensation of certain employees performing sales activities on behalf of AgileThought, Inc. and its subsidiaries (collectively, the “Company”). This Plan will be augmented by your individual SICP letter attached as “**Exhibit A**” hereto. Client Account Leads, Client Executives, Client Success Leaders, and Presales Specialists should refer to their individual SICP letters to obtain the details of their specific compensation plans and discuss with their managers any related questions.

This Plan is effective from April 1, 2022, until the later of (i) December 31, 2022, and (ii) the implementation of a new sales incentive compensation plan by the Company. This Plan supersedes in its entirety any prior sales compensation plan in effect for any employee of the Company (and any amendment or addendum thereto).

Objective of Plan:

This Plan is designed to recognize the efforts and achievements of such employees while providing incentives to meet the overall business and strategic objectives established for the Company.

The objective of the Plan is to motivate, reward and retain Eligible Employees (as defined below), based on their individual achievements and contributions to the Company’s success. The Plan is intended to incent selling behavior that creates client value through solving client problems, via AgileThought solutions and in return delivers sequential and profitable growth for AgileThought. This includes but is not limited to: (1) build revenue backlog at a pace greater than revenue invoiced, (2) sequential and profitable growth, (3) defend revenue base at existing clients, and (4) expand client base with “New Logo” clients

It is a fundamental premise and a basic philosophy of this Plan that each Eligible Employee (as defined below) is responsible for customer satisfaction, which includes overseeing or arranging any activity required to ensure customer satisfaction. Additionally, it is expected that Eligible Employees will assist the Company in its accounts receivable collection efforts with Customers and any compensation under this Plan is based in part upon the successful completion of such efforts.

Performance and On Target Incentive (OTI) Measures:

We will accomplish the Plan objectives by use of five key OTI Measures. These OTI Measures are aligned for each specific role as a reflection of the intended performance expectation of the selling role. The following five OTI Measures are key but not the only factors of the Plan.

Total Contract Value (TCV). Achievement of our TCV goals is intended to incent the selling of larger deals, with longer contract duration, that accelerates our building of revenue backlog. TCV quotas are set at levels intended to accelerate the creation of revenue backlog at a faster pace than invoiced. See TCV definition below and refer to AgileThought’s TCV Recognition Policy for any questions.

Revenue. Achievement and exceeding of the Company’s revenue budget, which has been set in alignment of the strength of our portfolio of practices, potential of the markets for which the Company competes, and investor expectations. See Revenue definition below.

Gross Profit. Achievement and exceeding of the Company’s gross profit budget, which has been set in alignment of the strength of the Company’s operational efficiencies, the Company’s intelligence for maximum market pricing, value-based, solution selling and strength in the Company’s labor sourcing and location strategies. The market for which the Company competes, and investor expectations are also key factors in establishing our gross profit performance expectations. See Gross Profit definition below.

Leads Converted. A lead generated by an Inside Sales Representative (ISR) that converts to an Opportunity and progresses through to sales stage 4.

Leads Won. A lead generated by an ISR (as defined below) that converts to an Opportunity and progresses through to closed as “won” status.

Accelerators / Decelerators

In terms of TCV, the following applies for each role:

- a) **All roles measured by TCV except CEs:** there is an accelerator of 150% for New Business Opportunity Types. New Business Opportunity Types include Up Sell, Cross Sell and New Logo, each term is defined below. On the other hand, there is a decelerator of 25% for Renewal Opportunity Type, renewal Opportunity Type is defined below.
- b) **CE:** there is no accelerator for New Business Opportunity Types, these will be considered at 100% of the TCV certified. On the other hand, there is a decelerator of 50% for Renewal Opportunity Type.

Overachievement Accelerator: In terms of Revenue and Gross profit, there is an accelerator of 2.5x per each 1.0% overachieved of the quota assigned for the people entitled to this plan in Revenue and Gross Profit OTI’s.

Calculation examples for accelerators and decelerators are find in “**Exhibit B**” of this plan.

Selling Roles

The Company’s selling roles are intended to operate in complement to each other as part of an integrated overall selling model. The OTI Measures for each role, the Opportunity Type focus, key activities, and the method for quota deployment are central to role definition. The Company’s selling roles live within the context of our value creation model.

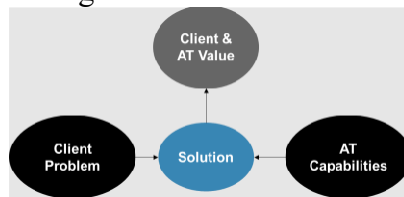


Illustration 1: Client-Centric Selling Model

Selling Role Definitions, Objectives, and Measures

Market Unit Leader (MUL). This role links to the Market Unit and is accountable as general manager. The scope of responsibilities includes sales, revenue, profit, delivery, and overall client and AgileThinkers satisfaction serving their clients. The focus of the role is sequential and profitable growth. This role is a player/coach role; therefore, it is expected the MUL will also act as Client Account Lead for a portfolio of clients and be an Opportunity Owner, originating and closing New Business opportunities.

There are three OTI Measures aligned to achieving these primary objectives: (1) TCV (2) Revenue and (3) Gross Profit. The MUL will be assigned a quota (budget) for his or her respective Market Unit. This quota deployment approach makes the MUL not only accountable for his or her overall quota attainment but also motivates the MUL to actively support each team member assigned to his or her Market Unit and assigned a portion of the overall Market Unit quota. In addition to assignment of the MUL's quota or target in part to each team member it is also expected that the MUL originate and close his or her own opportunities. Therefore, some portion of the MUL's quota will be retained and retired independently as an Opportunity Owner.

The OTI weighting for the MUL role is 20% on TCV, 45% on Revenue and 35% on Gross Profit. MUL will be measured for TCV on the won and Certified individual sales opportunity basis; in terms of Revenue and Gross Profit, they will be measured monthly on the respective MU performance.

TCV has no threshold for payout however it has the following conditions:

- 1) Cashflow for a Won Sales Opportunity is positive during the first 60 days of the contract as modeled in the Opportunity Plan of Record: and
- 2) Gross Margin is > 35%.

Regarding Revenue and Gross Profit, the payout will be made based on the following two metrics, with a weight of 50% each:

1. **Quarterly Growth.** Payout threshold is 85% of quarterly attainment of quota, also to qualify for the payout, Revenue and GP need to be at least 80% attainment in both OTI's. Therefore, the OTI Earned begins where Revenue and Profit attainment exceeds 85% of the respective quarterly Revenue and Profit quota and both must be attained at least at 80%. OTI is capped to 150%. OTI related to quarterly achievement will be paid on the defined dates after quarter end.
2. **Attainment of Annual Revenue Budget.** Payout threshold is 85% of annual attainment of quota, also to qualify for the payout, Revenue and GP need to be at least 80% attainment in both OTI's. Therefore, the OTI Earned begins where Revenue and Profit attainment exceeds 85% of the respective annual Revenue and Profit quota and both must be attained at least at 80%. OTI to 150%. OTI related to Annual achievement will be paid on the defined dates after year end.

Please find Revenue and GP Dependencies and examples in "Exhibit B" of this plan.

Client Account Lead (CAL). This role has the same accountability as the MUL but for his or her specific account or portfolio of accounts. The focus of the role is sequential and profitable growth.

This role may sell all Opportunity Types but is primarily focused on New Business Opportunity types.

There are three OTI Measures aligned to achieving these objectives: (1) TCV, (2) Revenue, and (3) Gross Profit. The CAL may retire a portion of their quota via other selling roles when approved by the Market Unit Leader. The quota levels (TCV, Revenue, Gross Profit) are set as an allocated portion of MUL's quota and aligned to the CAL's assigned account or territory of accounts.

The OTI weighting for the CAL role is 20% on TCV, 45% on Revenue and 35% on Gross Profit. MUL will be measured for TCV on a won and certified individual sales opportunity basis; in terms of Revenue and Gross Profit will be measured monthly on a MU basis performance.

TCV has no threshold for payout however it has the following conditions: Cashflow for a Won Sales Opportunity is cashflow positive during the first 60 days of the contract as modeled in the Opportunity Plan of Record and Gross Margin is > 35%.

Regarding Revenue and Gross Profit, the payout will be same as defined for MUL.

Please find Revenue and GP Dependencies and examples in "Exhibit B" of this plan.

Client Executive (CE). This role is accountable for originating and closing New Business sales opportunities or competitive renewals when assigned by the CE's Market Unit leader and approved by the COO in his or her assigned Sales Territory. The CE will accomplish this by investing time in account planning, understanding his or her clients' needs and finding ways to solve for those needs in a manner that while creates maximum value for the client, the Company while also competitively differentiated.

The quota level (TCV) is set based on time in role, experience level, and territory assignment. The OTI weighting for the Client Executive is 100% on TCV. OTI for this role is not capped.

Inside Sales Representative (ISR). This role is responsible for receiving and closing *inbound sales opportunities* as well and *originating sales leads* for other Opportunity Owners. This role also works in collaboration with Marketing for client engagement related to targeted sales campaigns.

The objective of this role is to originate qualified sales leads that result in qualified opportunities and ultimately won opportunities. The quota will be set based on two OTI Measures: (1) TCV value of sales leads that convert to opportunities greater than sales stage 3 ("Leads Converted"), and (2) TCV value of sales leads that result in closed as won opportunities ("Sales Leads Won"). Quota level will be set based on time in role, experience level, and territory assignment. The OTI weighting will be 60% on Leads Converted and 40% on Sales Leads Won.

Presales / Solution Lead. This role aids in the selling of opportunities by providing technical or business expertise and related solution development that maximizes client value and AgileThought competitive differentiation. This role supports all Opportunity Types, but the primary focus is on New Business.

The sole OTI measure for the Presales / Solution Lead is TCV. The primary focus of the Presales / Solution Lead is to originate and close New Business opportunities in his. Quota will be assigned by the Chief Technology Officer (CTO) and approved by COO. The quota level (TCV) is set based on time in role, experience level, and territory assignment.

The OTI Weighting for the Presales / Solution Lead is 100% on the TCV. OTI for this role is not capped and increases linearly.

Market Unit Technical Delivery Head (TDH). This role links to the Market Unit and is accountable as supporting consistent Technical Delivery across the AT organization. The scope of responsibilities includes sales support, revenue generation, profit, delivery, and overall client and AgileThinkers satisfaction. The focus of the role is sequential and profitable growth. This role is a Technical Leader and expert; therefore, it is expected the TDH will also act as the Client Technical Lead for a portfolio of clients and be an Opportunity Co-Owner, originating and closing New Business opportunities in conjunction with the MUL.

There are three OTI Measures aligned to achieving these primary objectives: (1) TCV (2) Revenue and (3) Gross Profit. The TDH will be assigned a target (budget) for his or her respective Market Unit. This target deployment approach makes the TDH not only accountable for his or her overall target attainment but also motivates the TDH to actively support each team member assigned to his or her Market Unit and assigned a portion of the overall Market Unit quota. In addition to assignment of the TDH's target in part to each team member, it is also expected that the TDH help originate and close opportunities.

The OTI weighting for the TDH role is 20% on TCV, 45% on Revenue and 35% on Gross Profit. The TDH will be measured for TCV on the won and Certified on an individual sales opportunity basis; in terms of Revenue and Gross Profit, they will be measured monthly on the respective MU performance. This approach has the MUL quota and TDH targets aligned.

OTI Measures attainment and payout are the same as defined for MUL.

Client Success Director (CSD). This role is accountable for delivering on the value commitments made to both our clients and AgileThought while providing a great experience for both our clients and AgileThinkers. In addition to these accountabilities, the CSD also plays a key role in the selling model. Specifically, the CSD is expected to own and close low to medium complexity Renewal and Expand Sell opportunity types. This role is also critical for supporting other Opportunity Owners in the selling process.

The Quota for CSD is set on the same OTI Measures as the MUL and CAL roles, as to TCV, Revenue, and Gross Profit. Revenue and Gross Profit measures will align in whole or in part to the CSD's respective MUL or CAL. TCV Quota based on the assigned territory renewal target and some amount of new business to be determined by the MUL and approved by the COO.

Please find Selling Role Matrix and OTI measures methodology in "Exhibit B" of this plan.

Market Unit Operations Delivery Head (ODH). This role is accountable for delivering on the value commitments made to both our clients and AgileThought while providing a great experience for both our clients and AgileThinkers. In addition to these accountabilities, the ODH also plays a key role in the selling model. Specifically, the ODH is expected to own and close medium to high complexity Renewal and Expand Sell opportunity types. This role is also critical for supporting other Opportunity Owners in the selling process.

The Quota for ODH is set on the same OTI Measures as the MUL role, as to TCV, Revenue, and Gross Profit. TCV, Revenue and Gross Profit measures will align in whole the ODH's respective MUL.

Please find Selling Role Matrix and OTI measures methodology in "Exhibit B" of this plan.

Global Market Unit Operations Delivery Head (OPH). This role is accountable for delivering on the value commitments made to both our clients and AgileThought while providing a great experience for both our clients and AgileThinkers. In addition to these accountabilities, the OPH also plays a key role in the selling model. Specifically, the OPH is expected to own and close medium to high complexity Renewal and Expand Sell opportunity types. This role is also critical for supporting other Opportunity Owners in the selling process.

The Quota for OPH is set on the same OTI Measures as the MUL role, as to TCV, Revenue, and Gross Profit. TCV, Revenue and Gross Profit measures will align in whole to the Global Quota.

Please find Selling Role Matrix and OTI measures methodology in "Exhibit B" of this plan.

Other Definitions in the Plan:

"Base Salary" means the specific amount to be paid to each Eligible Employee based upon the Company's regular payroll schedule. The Base Salary for each Eligible Employee is specified in Exhibit 1 to his/her specific Plan. The Base Salary for this position is annualized and subject to appropriate tax withholdings and deductions, payable in accordance with the Company's normal payroll cycle. As an exempt employee, your hours of work will fluctuate each week; you will not be entitled to overtime pay and your salary is intended to cover all hours worked including any hours worked.

"Commissions" means the additional and variable compensation for Eligible Employees that results from the amount of product they sell as related to their targets as determined by the Company pursuant to the terms of this Plan.

"Cross Sell" means a sales opportunity for either (1) a new buyer at an existing client or (2) an existing buyer for a product not previously purchased in the prior 12 months as represented in the Company's then-current product catalog, as confirmed by the Company's Chief Operating Officer ("COO").

"Eligible Employees" means all sales employees who sign the acknowledgment at the end of this Plan and are currently employed with the Company in good standing.

“Expand Sell” means a sales opportunity where an existing buyer at a client is buying additional services already under contract with the Company.

“Gross Profit” or “GP” means gross profit as determined by the Company’s Finance department.

“Incentive Compensation” means the additional and variable compensation for Eligible Employees that results from the amount of product they sell as related to their targets, the success of their team, and/or the success of the Company as determined by the Company pursuant to the terms of this Plan.

“New Logo” means a customer with a rolling 12 months of revenue that is less than \$1M, as determined by the COO to meet the Company’s ideal client profile.

“New Business” means Cross Sell, Expand Sell, and New Logo.

“Opportunity” means an opportunity record in Microsoft Dynamics Sales platform and attributed with the corresponding system generated opportunity identification number.

“Opportunity Type” means opportunities such as Renewal, Expand Sell, and Cross Sell.

“Opportunity Owner” means the person entirely accountable for the Opportunity. The Opportunity Owner system of record is Microsoft Dynamics Sales platform.

“Quota” means a target number of either deals closed, or revenue earned within a certain time period.

“Sales Territory” means the customer group or geographical area for which an individual salesperson or a sales team holds responsibility.

“OTI Mix, %” means the percentage allocation of OTI to each OTI Target. For example, TCV equals 20%, Revenue equals 45% and Gross Profit equals 35%.

“OTI Attainment” means the sum of sold opportunities TCV according to the AgileThought’s deal governance policy where Eligible Employee is the Opportunity Owner of Record; the sum of revenue and profit recognized according to AgileThought policy for the individuals assigned account(s) as determined by AgileThought CFO.

“OTI Earned” means an Eligible Employee’s OTI actual earnings as determined by the Plan.

“On Target Incentive Mix” means the ratio of base salary to target incentives that make up On-Target Earnings (“OTE”). For example, a 60/40 pay mix means that 60% of OTE is fixed base salary and 40% of OTE is Target Incentive (“TI”), or variable pay.

“On Target Earnings” or “OTE” means an employee’s pay structure comprised of base salary and variable sales incentive compensation based on the Plan and contingent upon the achievement of specified goals.

“On Target Incentive” or “OTI” means an employee’s target incentive for any given year under the Plan contingent upon the achievement of specified goals.

“OTI Targets” means the targets specified in Eligible Employee’s respective individual Plan for TVC, Revenue and Gross Profit.

“OTI TCV Factoring” means the acceleration or deceleration of OTI Earned based on the type of opportunity sold. For example, renewal opportunity types might have an “OTI TCV Factoring” of 50% (i.e., the OTI Earned for that renewal opportunity would be multiplied by 50%).

“Pay Mix” means the ratio of base salary to target incentives that make up OTE. For example, a 60/40 pay mix means that 60% of OTE is fixed base salary and 40% of OTE is TI or variable pay.

“Payout Thresholds” means the minimum target attainment as a percentage or qualifying condition of OTI Targets for OTI to be Earned. For example, an Eligible Employee’s Revenue attainment must be greater than 85% for that Eligible Employee to earn the Revenue OTI, and if the Eligible Employee does not earn greater than 85% that Eligible Employee will not earn any OTI for this specific target.

“Renewal” means the renewal of an existing contract for the same services and for additional contract term.

“Revenue” or “Rev” means revenue recognized according to the Company’s then-current revenue recognition or similar policy as determined by the Company’s Finance department.

“Threshold Attainment %” means the OTI Attainment divided by the OTI Target. For example, if an Eligible Employee’s Revenue target was \$5M and the Revenue attainment was \$4M, then Threshold Attainment % would be 80%

“Total Contract Value” or “TCV” means the total value of a signed contract as certified by the Company’s Finance department according to AT TCV policy.

Employees Eligible to Earn Commissions and Incentive Compensation Under This Plan:

Only Eligible Employees can participate in this Plan. All other classifications of employees are ineligible to participate in this Plan. Eligible Employees are not entitled to any commissions or incentive compensation under any other compensation plan maintained by the Company as of the effective date of this Plan. The Company’s decision to pay incentive compensation or bonus, as well as its determination of the specific amount of such incentive compensation, is at the sole discretion of the Company.

The factors that the Company may consider in determining whether an Eligible Employee will be awarded any incentive compensation and, if so, the amount of the incentive compensation, if any, include the overall performance of the Company, the performance of your division/business group and department; and Eligible Employee individual performance (as determined by the Company). For example, the Company retains the discretion to deny incentive compensation if the Eligible

Employee (i) is no longer employed in good standing with the Company, (ii) if it determines that the Eligible Employee committed a violation of a Company policy or an act of misconduct, or (iii) for any similar reason.

On-Top Bonus Pool

As a common part of our selling model, subject matter experts in the Delivery organization will normally have a contributing role to a selling team for any given opportunity. Where an individual(s) has contributed to winning a sales opportunity, up to a maximum of three contributing individuals may qualify for a bonus. To qualify, they must be nominated, and the bonus pool split recommendation, if anywhere this is only one individual nominated by the Opportunity Owner or related CAL and approved by the MUL and CDO. The bonus pool amount is set as a 0.15% of the certified TCV for the relevant won sales opportunity.

Commissions and Incentive Compensation Amounts/Calculation Formulas:

In addition to your Base Salary, additional Incentive Compensation may be earned by Eligible Employees based on revenue received by the Company from customers that are solely the result of the Eligible Employee's efforts. The specific compensation amounts, rates, and terms of Incentive Compensation is detailed for each Eligible Employee in "**Exhibit B**" to his/her specific Plan and earned pursuant to the terms of this Plan.

Eligible Employees also could earn an "On Top Pool Incentive", which must be approved in writing by the Business Segment Leader, the Opportunity Owner, and the Company Segment Leader. The On Top Pool Incentive will be split among up to a maximum of three (3) people per opportunity.

Payment Timing & Methods

All Incentive Compensation will be paid quarterly within sixty (60) days after the end of the quarter and ninety (90) days after the end of the calendar year.

TVC OTI payment considerations:

TCV Incentive Compensation is not earned until it is paid and pursuant to the terms of this Plan. the timing of these payments are as follows:

- Paid when signed: 30% of the TCV OTI earned will be paid within sixty (60) calendar days of the Opportunity being certified by sales finance and closed as won.
- Paid as invoiced and recognized as revenue: the remaining 70% of the OTI earned will be paid within sixty (60) calendar days from the financial close of each fiscal quarter and ninety (90) days after each calendar year. based on cumulative invoiced amount throughout the duration of each signed contract corresponding to its respective certified and close as won opportunity.

Revenue and Gross Profit OTI payout considerations:

For Revenue and Gross Profit, there will be quarterly targets that are cumulative. Revenue and Gross Profit Incentive Compensation will also be paid quarterly within sixty (60) days after the end of the quarter and ninety days after the end of the calendar year, as invoiced, based on quarterly target achievement. For example, if there are any sales contingencies, such as trial periods, pilot programs, product disputes, or right to return clauses, on a sale and a customer exercises their

rights under those contingencies and the Company's revenues are impacted in any way, any advanced commission/Incentive Compensation associated with such returned revenues, fees, or rebates may be reconciled for the annual true-up for Eligible Employee's Incentive Compensation.

In addition, to qualify for Revenue and Profit OTI payout, the account receivables for the MUL, Client Account Lead and CSD's respective territory of clients must be current. If account receivables are not current for all clients, Revenue and Gross Profit OTI will be paid once made current.

Overachievement will have an accelerator of 2.5x over each 1% of overachieved quota.

To exemplify how the payout will be earned please refer to "Exhibit B" of this plan.

When Commissions/Incentive Compensation Earned:

Although this Plan specifies the payment timing for certain Commissions and Incentive Compensation, Commissions and Incentive Compensation are not earned until an account has been fully serviced, all relevant documentation has been executed by the Customer and Company, any period for evaluations, returns or refunds has expired, payment has been collected from the Customer, the Customer is using the Company products and services, and all pre and post-sales duties and conditions have been fulfilled. In addition, no commission or incentive compensation will be earned on sales that contain any contingencies (e.g., trial periods, pilot programs, right to return clauses) until such time as any such contingencies are removed and the Customer has accepted the deployment in writing. For purposes of clarity, commissions and incentive compensation are earned based on revenues received and retained by the Company so returns or refunds on products by or to the Customer are not eligible for a commission hereunder.

Any advances, undisputed overpayment, commission/incentive compensation associated with returned revenues, fees, or rebates may be reconciled as part of the calculation of future commission/incentive compensation payments or the Company may require the Eligible Employee to make a payment of the undisputed outstanding unpaid balance upon request, subject to applicable law. For example, although the Company may pay or advance commissions/incentive compensation, such compensation is not earned and the sale is not completed until the Customer satisfies its payment obligations, payment is received and retained by the Company and all other pre-sales and post-sale duties are satisfied.

Any advanced commission/incentive Compensation associated with the quarterly performance calculation on TCV, Revenue and GP attainment will be reconciled to the annual quota for the annual true-up. The true-up will be made towards the TCV, Revenue or GP commission/incentive compensation.

Termination of Employment and Leave of Absence:

Immediately upon (i) leaving the employment of Company or (ii) transferring to a different position in the Company to which this Plan does not apply, an Eligible Employee shall cease participation in this Plan. An Eligible Employee shall be deemed to have left the employ of Company on the earlier of the dates on which the Eligible Employee (i) ceases to be actively employed by Company, including being placed on garden leave, or (ii) is notified that he or she is

no longer responsible for any territory or accounts, irrespective of any later formal termination of the individual's employment with Company (the "Termination Date"). Former Eligible Employees shall not be entitled to any commission or incentive compensation after the Termination Date. An Eligible Employee "ceases to be actively employed by Company" immediately upon being notified that his or her employment is being terminated, whether with or without cause, and despite the Eligible Employee receiving any notice, payment in lieu of notice, severance pay, or any other form of compensation required under applicable law in relation to a period subsequent to the Eligible Employee being notified that his or her employment is being terminated.

Administration of the Plan:

The CFO and COO will administer the Plan. The CFO and COO or their designee has the sole discretion to interpret the terms of this Plan. In this regard, the Company may choose to split or share any potential commissions/incentive compensation or make any other decisions consistent with the intent of the Plan including determination as to which clients and prospects an Eligible Employee is eligible to earn commissions/incentive compensation from. The administration will include employee communication, eligible commissions/incentive compensation tracking and distribution of payments. If the CFO and COO cannot agree on a specific issue regarding commissions/incentive compensation, the CEO reserves the discretion to interpret the terms of this Plan and serve as the deciding vote on the commissions/incentive compensation.

This Plan is not a contract.

Amending and/or Terminating the Plan:

The Company may choose to amend and/or terminate the Plan at any time on a prospective basis.

Interpretation of Plan:

The Company reserves the right and full discretion to interpret, modify, vary, or terminate the terms and conditions of this Plan, in whole or in part, including but not limited to the manner in which commissions/incentive compensation is calculated and earned and the manner in which the terms and conditions of the Plan are interpreted.

Questions about this Plan:

Please contact the CFO, COO, and CLO if you have any questions regarding this Plan.

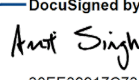
Company Acknowledgment of Plan:

AGILETHOUGHT

DocuSigned by:

 8B694ED22E4A433...

 Kevin Johnston, COO

DocuSigned by:

 30EE39917C734C0...

 Amit Singh, CFO

Employee Acknowledgment of Plan:

I acknowledge I have received a copy of this Plan and I accept the terms of the Plan. I understand this Plan supersedes all prior incentive compensation plans. I understand that I cannot be deemed to have earned or acquired any right to any commissions or incentive compensation, except as set forth in the Plan. I understand that this Plan does not constitute a contract. I further acknowledge that the Company reserves the right and full discretion to interpret, modify, vary, or terminate the terms and conditions of this Plan, in whole or in part, including but not limited to the manner in which commissions/incentive compensation is calculated and earned, to the maximum extent permitted by applicable law.

Nothing contained in this Plan constitutes a contract of employment for a specific duration or otherwise affects my status as an employee at-will.

I understand I must sign below to be eligible to receive any monies under this Plan.

kathy Sadden

Employee Name (Please Print)

DocuSigned by:

 A0052437AD0425...

 Employee Signature

9/26/2022

Date

“EXHIBIT A”**BASE SALARY AND ASSIGNED RATES AND PAYOUTS****Pay Mix is in USD****OTI is calculated quarterly using the starting of Quarter Base Salary.****Kathy Sadden**

<u>Pay Mix</u>		Rate
Base Salary		200,000
OTI		100,000*

*Note: Only 3 Quarters of yearly commission

<u>OTI Targets (Quotas)</u>		Rate
Total Contract Value (TCV)		\$7,285,778
Revenue (Rev)		\$5,204,127
Gross Profit (GP)		\$2,421,095
Leads Converted		N/A
Leads Won		N/A

CALCULATION VARIABLES

<u>OTI TCV Factoring</u>		Rate
Renewal		75%
New Business		150%

“EXHIBIT B”**Table 1 – Selling Role Matrix**

Role	Accountability	Opportunity Types	Target Pay Mix	OTI Measures	OTI Weight	Threshold
Market Unit Lead	Geography and/or Industry. Player-coach	All	60/40	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Client Account Lead	Account or portfolio of accounts. Player-coach	All with focus on New Business.	60/40	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Operations Delivery Head	Account or portfolio of accounts. Player-coach	All	60/40	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Market Unit Technical Delivery Head	Account or portfolio of accounts. Player-coach	All	90/10 to 70/30 **	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Technical Director	Account or portfolio of accounts. Player-coach	Renewal and Expand Sell	90/10 to 70/30 **	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Market Unit Operations Delivery Head	Account or portfolio of accounts. Player-coach	All	80/20	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Customer Success Director	Account or portfolio of accounts. Player-coach	Renewal and Expand Sell	80/20	TCV Revenue Gross Profit	20% 45% 35%	(+)ve Cashflow* and >35% GM 85% 85%
Client Executive	Sales transactions in assigned territory	New Business	50/50	TCV	100%	(+)ve Cashflow* and >35% GM
Inside Sales Representative	Sales transactions in assigned territory	New Business	80/20	Leads Covered Leads Won	50% 50%	n/a n/a
Presales / Solutioning	Presales and solutioning support	New Business	90/10 to 80/20 **	TCV	n/a	(+)ve Cashflow* and >35% GM

*Positive Cashflow in the first 60 days of the solution as per the POR.

** Depending on the Seniority Level

Table 2 – Revenue and GP Dependency and thresholds

RevA > 85%, GPA > 85%: Payout for both OTI
RevA >= 80%, <=85%; GPA > 85%: Payout only for GP OTI
RevA > 86%; GPA >= 80%, <=85%: Payout only for Rev OTI
RevA < 80% GPA > 85%: No payout for both OTI's
RevA > 85% GPA < 80%: No payout for both OTI's

Table 3 – Sales Lead OTI Measure

Sales Lead OTIs	Leads Converted	Leads Won	Totals
On Target Incentive (OTI)	\$ 8,500	\$ 5,500	\$ 14,000
Quota	\$ 10,000,000	\$ 4,000,000	
OTI Weighting	60%	40%	
Cumulative Quota Attained (CQA)	\$ 10,000,000	\$ 4,000,000	
Commission Rate (OTI / Quota)	0.09%	0.14%	
OTI Earned	\$ 8,500	\$ 5,500	\$ 14,000

Table 4 – TCV OTI Measure Methodology for CE Role

CE	Example 1	Example 2	Example 3
On Target Incentive (OTI)	150,000	150,000	150,000
TCV Quota	\$3,000,000	\$3,000,000	\$3,000,000
Accelerators / Decelerators			
Renewal factor	50.0%	50.0%	50.0%
New Bus factor	100.0%	100.0%	100.0%
TCV Attainment	\$1,500,000	\$2,600,000	\$3,100,000
TCV Attainment - Renewal	\$1,000,000	\$2,500,000	\$1,100,000
TCV Attainment - New Business	\$ 500,000	\$ 100,000	\$2,000,000
Renewal % of TCV Attainment	66.7%	96.2%	35.5%
New Bus % of TCV Attainment	33.3%	3.8%	64.5%
TCV Attainment % (TCV Attainment / Quota)	50.0%	86.7%	103.3%
Overachievement %	0.0%	0.0%	3.3%
OTI Attainment (0%-100%)	\$ 75,000	\$ 130,000	\$ 150,000
OTI Earned	\$ 50,000	\$ 67,500	\$ 123,387
OTI Earned - Renewal (OTI Attainment x Renewal % x Renewal Factor)	\$ 25,000	\$ 62,500	\$ 26,613
OTI Earned - New Bus (OTI Attainment x New Bus % x New Bus Factor)	\$ 25,000	\$ 5,000	\$ 96,774
Pay Weighting	100%	100%	100%
TCV Certification weight	40%	40%	40%
As Revenue Recognized weight	60%	60%	60%

Table 5 – TCV OTI Measure Methodology for all roles with TCV except CE's

MUL/CAL/CSL	Example 1	Example 2	Example 3
On Target Incentive (OTI)	150,000	150,000	150,000
TCV Quota	\$3,000,000	\$3,000,000	\$3,000,000
Accelerators / Decelerators			
Renewal factor	75.0%	75.0%	75.0%
New Bus factor	150.0%	150.0%	150.0%
TCV Attainment	\$1,500,000	\$2,600,000	\$3,100,000
TCV Attainment - Renewal	\$1,000,000	\$2,500,000	\$1,100,000
TCV Attainment - New Business	\$ 500,000	\$ 100,000	\$2,000,000
Renewal % of TCV Attainment	66.7%	96.2%	35.5%
New Bus % of TCV Attainment	33.3%	3.8%	64.5%
TCV Attainment % (TCV Attainment / Quota)	50.0%	86.7%	103.3%
OTI Attainment (0%-100%)	\$ 75,000	\$ 130,000	\$ 155,000
OTI Earned	\$ 75,000	\$ 101,250	\$ 191,250
OTI Earned - Renewal (OTI Attainment x Renewal % x Renewal Factor)	\$ 37,500	\$ 93,750	\$ 41,250
OTI Earned - New Bus (OTI Attainment x New Bus % x New Bus Factor)	\$ 37,500	\$ 7,500	\$ 150,000
Pay Weighting	100%	100%	100%
TCV Certification weight	40%	40%	40%
As Revenue Recognized weight	60%	60%	60%

Table 5 – Revenue and GP OTI earning for partial achievement**Partial Achievement**

Revenue	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	11,250	11,250	11,250	11,250	45,000
a) 50% on Quarterly Attainment	5,625	5,625	5,625	5,625	22,500
b) 50% on Annual Quota Attainment	5,625	5,625	5,625	5,625	22,500

Budget / Quota	7,000,000	7,560,000	8,164,800	8,817,984	31,542,784
Threshold (85%)	5,950,000	6,426,000	6,940,080	7,495,286	26,811,366
Total Achieved	6,500,000	6,955,000	7,441,850	7,962,780	28,859,630
Overachievement	-	-	-	-	-
Budget Attainment %	92.86%	92.00%	91.15%	90.30%	91.49%
85% - 100% Attmnt	52.38%	46.65%	40.97%	35.34%	43.29%
>100% Attmnt	0.00%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	2,946	2,624	2,305	1,988	9,740
Payout @ 100.01% with 2.5x Accelerator	-	-	-	-	-
Total payout	2,946	2,624	2,305	1,988	9,740
% earned of OTI	52.38%	46.65%	40.97%	35.34%	43.29%
		a)			b)

GP	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	8,750	8,750	8,750	8,750	35,000
a) 50% on Quarterly Attainment	4,375	4,375	4,375	4,375	17,500
b) 50% on Annual Quota Attainment	4,375	4,375	4,375	4,375	17,500

Budget / Quota	2,800,000	3,024,000	3,265,920	3,527,194	12,617,114
Threshold (85%)	2,380,000	2,570,400	2,776,032	2,998,115	10,724,547
Total Achieved	2,535,000	2,712,450	2,902,322	3,105,484	11,255,256
Overachievement	-	-	-	-	-
Budget Attainment %	90.54%	89.70%	88.87%	88.04%	89.21%
85% - 100% Attmnt	36.90%	31.32%	25.78%	20.29%	28.04%
>100% Attmnt	0.00%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	1,615	1,370	1,128	888	4,907
Payout @ 100.01% with 2.5x Accelerator	-	-	-	-	-
Total payout	1,615	1,370	1,128	888	4,907
% earned of OTI	36.90%	31.32%	25.78%	20.29%	28.04%
		a)			b)

Both Attainment % must be >80%	4,561	3,994	3,432	2,876	14,648	Total
						29,511

Table 6 – Revenue and GP OTI earning for full achievement**Full Achievement**

Revenue	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	11,250	11,250	11,250	11,250	45,000
a) 50% on Quarterly Attainment	5,625	5,625	5,625	5,625	22,500
b) 50% on Annual Quota Attainment	5,625	5,625	5,625	5,625	22,500

Budget / Quota	7,000,000	7,560,000	8,164,800	8,817,984	31,542,784
Threshold (85%)	5,950,000	6,426,000	6,940,080	7,495,286	26,811,366
Total Achieved	7,000,000	7,560,000	8,164,800	8,817,984	31,542,784
Overachievement	-	-	-	-	-
Budget Attainment %	100.00%	100.00%	100.00%	100.00%	100.00%
85% - 100% Attmnt	100.00%	100.00%	100.00%	100.00%	100.00%
>100% Attmnt	0.00%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	5,625	5,625	5,625	5,625	22,500
Payout @ 100.01% with 2.5x Accelerator	-	-	-	-	-
Total payout	5,625	5,625	5,625	5,625	22,500
% earned of OTI	100.00%	100.00%	100.00%	100.00%	100.00%
		a)			b)

GP	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	8,750	8,750	8,750	8,750	35,000
a) 50% on Quarterly Attainment	4,375	4,375	4,375	4,375	17,500
b) 50% on Annual Quota Attainment	4,375	4,375	4,375	4,375	17,500

Budget / Quota	2,800,000	3,024,000	3,265,920	3,527,194	12,617,114
Threshold (85%)	2,380,000	2,570,400	2,776,032	2,998,115	10,724,547
Total Achieved	2,800,000	3,024,000	3,265,920	3,527,194	12,617,114
Overachievement	-	-	-	-	-
Budget Attainment %	100.00%	100.00%	100.00%	100.00%	100.00%
85% - 100% Attmnt	100.00%	100.00%	100.00%	100.00%	100.00%
>100% Attmnt	0.00%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	4,375	4,375	4,375	4,375	17,500
Payout @ 100.01% with 2.5x Accelerator	-	-	-	-	-
Total payout	4,375	4,375	4,375	4,375	17,500
% earned of OTI	100.00%	100.00%	100.00%	100.00%	100.00%
		a)			b)

Both Attainment % must be >80%	10,000	10,000	10,000	10,000	40,000	Total
						80,000

Table 7 – Revenue and GP OTI earning for overachievement**Over Achievement**

Revenue	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	11,250	11,250	11,250	11,250	45,000
a) 50% on Quarterly Attainment	5,625	5,625	5,625	5,625	22,500
b) 50% on Annual Quota Attainment	5,625	5,625	5,625	5,625	22,500

Budget / Quota	7,000,000	7,560,000	8,164,800	8,817,984	31,542,784
Threshold (85%)	5,950,000	6,426,000	6,940,080	7,495,286	26,811,366
Total Achieved	7,210,000	7,858,900	8,566,201	9,337,159	32,972,260
Overachievement	210,000	298,900	401,401	519,175	
Budget Attainment %	103.00%	103.95%	104.92%	105.89%	104.53%
85% - 100% Attmnt	100.00%	100.00%	100.00%	100.00%	100.00%
>100% Attmnt	3.00%	3.95%	4.92%	5.89%	4.53%
Payout @ 85%-100% Attainment	5,625	5,625	5,625	5,625	22,500
Payout @ 100.01% with 2.5x Accelerator	844	1,112	1,383	1,656	5,098
Total payout	6,469	6,737	7,008	7,281	27,598
% earned of OTI	115.00%	119.77%	124.58%	129.44%	122.66%
		a)			b)

GP	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	8,750	8,750	8,750	8,750	35,000
a) 50% on Quarterly Attainment	4,375	4,375	4,375	4,375	17,500
b) 50% on Annual Quota Attainment	4,375	4,375	4,375	4,375	17,500

Budget / Quota	2,800,000	3,024,000	3,265,920	3,527,194	12,617,114
Threshold (85%)	2,380,000	2,570,400	2,776,032	2,998,115	10,724,547
Total Achieved	3,028,200	3,300,738	3,597,804	3,921,607	13,848,349
Overachievement	228,200	276,738	331,884	394,413	
Budget Attainment %	108.15%	109.15%	110.16%	111.18%	109.76%
85% - 100% Attmnt	100.00%	100.00%	100.00%	100.00%	100.00%
>100% Attmnt	8.15%	9.15%	10.16%	11.18%	9.76%
Payout @ 85%-100% Attainment	4,375	4,375	4,375	4,375	17,500
Payout @ 100.01% with 2.5x Accelerator	1,783	2,002	2,223	2,446	8,539
Total payout	6,158	6,377	6,598	6,821	26,039
% earned of OTI	140.75%	145.76%	150.81%	155.91%	148.79%
		a)			b)

Both Attainment % must be >80%	12,627	13,114	13,606	14,102	53,637	Total
						107,085

Table 8 – Revenue and GP OTI earning for under achievement on some quarters**Performance with highs and lows**

Revenue	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	11,250	11,250	11,250	11,250	45,000
a) 50% on Quarterly Attainment	5,625	5,625	5,625	5,625	22,500
b) 50% on Annual Quota Attainment	5,625	5,625	5,625	5,625	22,500

Budget / Quota	7,000,000	7,560,000	8,164,800	8,817,984	31,542,784
Threshold (85%)	5,950,000	6,426,000	6,940,080	7,495,286	26,811,366
Total Achieved	7,140,000	6,140,400	6,324,612	7,589,534	27,194,546
Overachievement	140,000	-	-	-	
Budget Attainment %	102.00%	81.22%	77.46%	86.07%	86.21%
85% - 100% Attmnt	100.00%	0.00%	0.00%	7.13%	8.10%
>100% Attmnt	2.00%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	5,625	-	-	401	1,822
Payout @ 100.01% with 2.5x Accelerator	563	-	-	-	-
Total payout	6,188	-	-	401	1,822
% earned of OTI	110.00%	0.00%	0.00%	7.13%	8.10%
		a)			b)

GP	Q1	Q2	Q3	Q4	FY
Revenue Payout at 100% Attainment	8,750	8,750	8,750	8,750	35,000
a) 50% on Quarterly Attainment	4,375	4,375	4,375	4,375	17,500
b) 50% on Annual Quota Attainment	4,375	4,375	4,375	4,375	17,500

Budget / Quota	2,800,000	3,024,000	3,265,920	3,527,194	12,617,114
Threshold (85%)	2,380,000	2,570,400	2,776,032	2,998,115	10,724,547
Total Achieved	2,998,800	2,578,968	2,656,337	3,187,604	11,421,709
Overachievement	198,800	-	-	-	
Budget Attainment %	107.10%	85.28%	81.34%	90.37%	90.53%
85% - 100% Attmnt	100.00%	1.89%	0.00%	35.82%	36.84%
>100% Attmnt	7.10%	0.00%	0.00%	0.00%	0.00%
Payout @ 85%-100% Attainment	4,375	83	-	1,567	6,446
Payout @ 100.01% with 2.5x Accelerator	1,553	-	-	-	-
Total payout	5,928	83	-	1,567	6,446
% earned of OTI	135.50%	1.89%	0.00%	35.82%	36.84%
		a)			b)

Both Attainment % must be >80%	12,116	83	-	1,968	8,269	Total
						22,435

2023 Personal Assignment Form (PAF)

Introduction

This Personal assignment Form (“PAF”), effective as of **January 1st, 2023**, is entered into by **Kathy Sadden** and AgileThought (“the Company”) and will be subject to and governed by the terms set forth in the AgileThought 2023 Sales Incentive Compensation Plan (“the Plan”) attached. In the event of a conflict between any terms set forth in this PAF and terms in the Plan, the Plan terms will control. Capitalized terms not defined herein will have the meaning given to them in the Plan.

Participant Incentive and Assigned Quota

Name: Kathy Sadden

Title: CAL

	Pay-Mix	USD
Annualized Base Salary	60%	200,000
Annual On Target Incentive	40%	133,333

OTI Measure	Q1	Q2	Q3	Q4	Total USD
Revenue	3,181,218	3,874,737	3,968,329	4,233,848	15,258,132
Gross Margin %	42.33%	44.41%	44.40%	44.42%	43.98%

Employee Acknowledgment of Plan

I acknowledge I have received a copy of this Plan and I accept the terms of the Plan. I understand this Plan supersedes all prior incentive compensation plans. I understand that I cannot be deemed to have earned or acquired any right to any commissions or incentive compensation, except as set forth in the Plan. I understand that this PAF does not constitute a contract. I agree that all additional incentives are the direct result of my efforts with customers as determined by the Company. I further acknowledge that the Company reserves the right and full discretion to interpret, modify, vary, or terminate the terms and conditions of this Plan, in whole or in part, including but not limited to the way commissions/incentive compensation is calculated and earned, to the maximum extent permitted by applicable law.

Nothing contained in this Plan constitutes a contract of employment for a specific duration or otherwise affects my status as an employee at-will.

I understand I must sign below to be eligible to receive any monies under this Plan.

kathy sadden

Employee Name (Please Print)_____
Employee Signature_____
Date

Company Acknowledgment of Plan

Kevin Johnston, COO_____
Amit Singh, CFO

2121 North Pearl Street
Suite 1100
Dallas, TX 75201-2591
+1.214.765.3600 tel
katten.com

JOSEPH A. HOFFMAN
joseph.hoffman@katten.com
+1.214.765.3608 direct
+1.214.765.3602 fax

VIA EMAIL

August 21, 2023

Manuel Senderos, manuel.senderos@agilethought.com
Gonzalo Mones, gonzalo.mones@agilethought.com
Eric Purdum, eric.purdum@agilethought.com
Louis Hunsucker, louis.hunsucker@agilethought.com
Diana Abril, diana.abril@agilethought.com

Re: Kathy Sadden; Payments Owed on Termination of Employment

Dear Mr. Senderos, Mr. Mones, Mr. Purdum, Mr. Louis, and Ms. Abril,

My firm represents Kathy Sadden, a former employee of AgileThought, Inc. (the “Company”) whose employment was terminated on August 17, 2023. We are writing on behalf of Ms. Sadden to request the prompt payment of all amounts owed to her upon the termination of her employment from the Company.

As you are undoubtedly aware, pursuant to the Texas Payday Law (Tex. Lab. Code Ann. §§ 61.001 to 61.095), employers must pay discharged employees all wages owed within six (6) days of the date of termination.

Under Texas law, paid time off (PTO) accruals are wages subject to the same payment requirements on termination of employment. *See* Tex. Lab. Code Ann. § 61.001(7)(B); 40 Tex. Admin. Code § 821.25(a), (g). As of April 1, 2022, Ms. Sadden transitioned to an individual contributor role entitling her to accrue twenty (20) days of PTO per calendar year based upon her years of service to the Company. Ms. Sadden hereby demands payment of all accrued but unused PTO for calendar year 2023 in accordance with the Company’s policy and practice regarding payment of accrued but unused PTO upon termination of employment.

Texas law also provides that wages include commissions. Tex. Lab. Code Ann. § 61.001(7)(A); see also Tex. Lab. Code Ann. § 61.015. On termination, commissions earned are due according to the parties’ agreement. Tex. Lab. Code Ann. § 61.015(a); *see also Craft v. John H. Harland Co.*, 2007 WL 2325590, at *7 (N.D. Tex. Aug. 14, 2007). The Company’s 2022 and 2023 Sales Incentive Compensation Plans provide that all incentive compensation shall be paid quarterly within sixty (60) days after the end of the quarter and ninety (90) days after the end of the calendar year. Ms. Sadden hereby demands payment of all commissions earned and due to her for calendar year 2022, which she estimates to be approximately \$50,000.

August 21, 2023

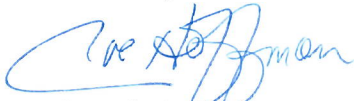
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If Ms. Sadden does not receive payment of the above amounts owed to her within fourteen (14) days of the date of this letter, she will proceed with filing a complaint with the Texas Workforce Commission for unpaid wages and to seek the imposition of criminal penalties and civil fines against the Company for non-payment of wages owed upon termination of employment.

Nothing in this letter, or any prior or subsequent letter or other communication, is intended to or should be construed as a waiver, modification, diminution or limitation of any rights or remedies which Ms. Sadden may have, nor as a waiver, modification, diminution or limitation of any obligation owed to Ms. Sadden.

Please let me know of any questions.

Sincerely,



Joseph A. Hoffman

JAH

cc: Jill Settlemyer, Esq.



My Time Off Policy

We encourage employees to enjoy time away from work to help balance their lives. We recognize that employees have diverse needs for time off from work and so we've created a My Time Off (MTO) policy to meet those needs. The benefits of MTO are designed to promote a flexible approach to time off. Employees are accountable and responsible for managing their own MTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time off from work.

Eligibility

MTO is earned upon hire or by transferring into a benefit-eligible position. Eligible employees must be part of the US Region, scheduled to work at least 30 hours per week on a regular basis. Employees working less than 30 hours per week on a regular basis; on-call, contract or temporary are ineligible to earn MTO.

Availability

MTO accruals are earned starting the first day of employment. All hours earned are available for use in the pay period following the pay period in which they are earned. Employees may be eligible, with manager approval, to use MTO time not yet available up to a maximum of 40 hours for non-exempt employees and 5 days for exempt employees.

Accruals and Payment

Accruals are based on paid hours up to 2080 hours per year, excluding overtime. In recognition of those with longer contributions to the company, we provide MTO based on years of service. MTO does not accrue on unpaid leaves of absence. The new accrual rates will be effective on the first of the month following completion of the employee's second and fifth anniversaries. (See table.)

Employees working less than 40 hours per week and at least 30 hours per week will earn MTO hours on a pro-rated basis, according to the accrual rate per hour.

For example, a part time employee whose schedule is 30 hours a week completed his/her fifth anniversary in May. MTO accrual would be 5 hours per pay period January through May and 6.25 hours per pay period June through December.

Individual Contributors

Years of Service	Accrual/Pay Period (hours)	Non-Exempt: Annual Hours	Exempt: Annual Days
Upon Hire	5	120	15
2nd Anniversary	6.67	160	20
5th Anniversary	8.33	200	25



Directors, SR Director, Managing Director, SVP

Years of Service	Accrual/Pay Period (hours)	Annual Days
Upon Hire	6.67	20
2nd Anniversary	8.33	25
5th Anniversary	10	30

Use and Scheduling of MTO

Many variables play a part in AgileThought's staffing needs and an employee's personal life. Advance notice is important and required from you for any desired time off. We encourage you to plan your year – it will give you something to look forward to as well as help us in forecasting and managing client expectations. Reach out to your manager to determine how much advance notice is needed for your role.

MTO requests should be discussed with the individual(s) who are leading a project(s) where you are a team member. Once approved, MTO days should be submitted on the employee's timesheet through OpenAir, once the appropriate notice has been given.

Additionally, we understand that from time-to-time an emergency will arise where advance notice is not possible or may not meet our normal timing parameters. In those cases, please notify the appropriate people on your teams and reach out to conciierge@agilethought.com for additional help.

MTO is paid at the employee's straight time rate. MTO is not part of any overtime calculation. You are required to use available MTO when taking time off from work; company-provided holidays do not count against your MTO.

MTO is to be taken in full-day increments for exempt employees or hourly for non-exempt employees.

MTO includes time off for illness. Please work with your manager if you need a flexible schedule for any reason. Furthermore, the AgileThought short-term disability policy will take effect after your consecutive 7th day of illness.

MTO Carry Over

If you are unable to take your MTO by December 31st, you are eligible to carry over MTO; upon hire, a maximum of 6 days, after your second anniversary, a maximum of 8 days and after your fifth anniversary, a maximum of 10 days.

Individual Contributors

Years of Service	Hours (non-exempt)	Days (exempt)
Upon Hire	48	4
2nd Anniversary	64	6
5th Anniversary	80	8



Directors, SR Director, Managing Director, SVP

Years of Service	Days (exempt)
Upon Hire	6
2nd Anniversary	8
5th Anniversary	10

Any approved excess MTO rolled into the new year must be taken by the end of Quarter 1 (March 31st) of the following year. Any excess rollover time unused will be lost.

C- Level Unlimited Time Off Guidelines

This policy is intended to provide clarity for all C- Level team members on our unlimited time off policy.

It is our desire as an organization to encourage a sense of ownership with our executive level team members. We work hard and play hard and with that comes a responsibility to ensure that your hard work is appreciated, and you are able to take the time off needed to refresh and come back to lead the company with a clear mind. With this in mind, we have implemented an unlimited time off policy for our executives. The guidelines below are intended to provide clarity to some frequently asked questions.

Eligibility

Unlimited time off only applies to C- Level team members at AgileThought.

Specifics

- C- Level team members will not accrue time-off per pay period so there will be no compensation for any unused leave.
- The guidelines are intended to be vague in order to accommodate the different needs of each executive.

Payment upon Separation

After 90 days of employment, an employee in good standing that offers a minimum of 14 calendar days' notice, will be eligible to be paid upon separation for any approved unused MTO hours earned in the calendar year in accordance with state law requirements. Likewise, any MTO hours used but not yet earned must be repaid to the company.



Any approved excess carry over hours from the previous year are not eligible for pay out. PTO is not to be used as any portion of the 14 calendar days' notice.

AgileThinker Responsibility

We want our AgileThinkers to take responsibility for planning and scheduling their MTO as far in advance as possible. Please plan MTO accordingly, throughout the year, to ensure you take the time off needed to relax and enjoy time outside of the office.

When our AgileThinkers take their MTO benefit throughout the year, our clients' important delivery dates can be met, and AgileThought has a predictable view into forecasted revenue, creating a win-win-win for our employees, clients and the business.

As is the case with all policies, AgileThought has the exclusive right to interpret, amend or terminate this policy in accordance with applicable laws.