

2 Founding Talent Compensation Plan

The regular talent offer

RATIFIED / APPROVED - \$100 Founding Regular Talent Show Fee. An eligible regular on-camera performer earns \$100 for a completed confirmed Show Assignment, plus applicable Shared Success earnings. The fee is additive, not a draw or advance against incentives. One person receives one Show Fee per show, including approved coverage of both Quiz Master and Deal Master functions.

The normal assignment covers T-60 Call Time, routine preflight and briefing, the live performance, and immediate agreed post-show duties. The booking states the expected finish and scope. Separate mandatory training, rehearsals, meetings, promotional production, or field work are not silently added to a \$100 assignment.

LEGAL / PAYROLL REVIEW REQUIRED. Classification, total compensable time, pay frequency, additional pay, cancellation obligations, and any union or jurisdiction-specific terms must be reviewed. Calling this a fee does not determine worker status or satisfy all wage obligations. Track required work time and disclose terms before work begins.

Shared Success pilot economics

WORKING / PILOT - latest source proposal, not separately ratified. The initial program covers the first 16 qualifying shows. The business intent is a weekly team-based calculation, with no individual-night sales quota and no cap on the formula's upside. Shared Success can be zero.

Weekly calculated amount = 5% × eligible net controlled-merchandise sales + 10% × eligible affiliate or third-party revenue actually received by OH THAT!

Controlled-merchandise net sales mean qualifying merchandise proceeds actually collected, after discounts, cancellations, refunds, returns, and chargebacks; taxes and shipping charges do not count. Do not subtract the same discount or refund twice. The net-sales calculation is not a promise to share corporate profits or equity.

Affiliate/third-party sales use OH THAT!'s eligible commission or other qualifying revenue actually received, not the shopper's order total. A \$100 affiliate order that pays OH THAT! \$10 contributes \$1 at the working 10% rate. An eligible \$100 controlled-merchandise net sale contributes \$5 at the working 5% rate. No transaction enters both bases.

Product/Finance approval must establish eligibility before promotion. Low-margin items do not automatically qualify for 5%; any alternative treatment must be stated prospectively. No undisclosed cost deductions or after-the-fact removal of a successful SKU. Sponsorship fees, prize funds, and unrelated company revenue are outside the merchandise formula unless a later written plan explicitly includes them.

UNRESOLVED before activation: pilot start and qualifying-show definition; final rate ratification; eligible product/category list; accounting and attribution schedule. The review register on page 18 identifies the owners and required decisions.

Shared Success shares and coverage

One performer share per show

WORKING / PILOT - reconciled latest design. One eligible regular performer earns at most one Performance Share per show. Emergency dual-role coverage does not create a second payable share or a second \$100 fee. A special dual-role premium requires advance written terms; none is established here.

Published pilot denominator. Use a prepublished roster of share positions: a planned solo-host show has one position; a planned two-presenter show has two. A late vacancy or emergency consolidation on a show that proceeds leaves the second position in the denominator, reserved to the company and payable to nobody. It does not create a second earned founder share.

WORKING / PILOT - confirmation required. Finance and the founder must confirm this denominator treatment in the pilot schedule before activation. Do not retrospectively alter positions to change share value. Whole-show cancellations and incomplete broadcasts need the separately reviewed cancellation/completion rule before their denominator treatment is final.

Share value = weekly calculated amount ÷ published eligible share positions for qualifying shows. Individual Shared Success = share value × that person's earned shares. If there are no qualifying positions, do not divide by zero or invent a payout; Finance resolves the period under the published schedule.

Founder and substitute rules

Founder-performed positions remain in the denominator. Under the working founder treatment, Ken receives no regular Show Fee; any waived founder Shared Success amount stays with OH THAT! and is never redistributed to substitutes. Finance records founder amounts and any waiver separately; their accounting treatment requires review.

The actual approved replacement earns the fee/share for the assignment completed. The originally scheduled absent performer receives no completed-assignment fee/share under the business model, subject to earned-time, cancellation, emergency, and other applicable obligations. No arbitrary lateness fine or automatic forfeiture of previously earned money applies.

Worked examples

- Seven one-position shows; calculated amount \$1,400. Ken performs six, a substitute one. Share value is \$200. The substitute earns \$100 + \$200 = \$300. Ken's six waived shares leave \$1,200 with OH THAT!.
- Four two-position shows; calculated amount \$800; eight positions. One regular performer covers both functions on one show: one \$100 fee + one \$100 share. The other \$100 position remains with the company. Other performers' share values do not change.
- At \$0 eligible sales and \$0 affiliate receipts, Shared Success is \$0. A completed eligible regular assignment still earns its \$100 Show Fee.

Production verifies performance; Finance calculates. Casting, sponsor pressure, and popularity do not change the math.

Accounting payment and returns

Weekly calculation and monthly settlement

WORKING / PILOT. Pool eligible programming commerce by week, rather than assigning regular-host commissions to individual links or product nights. Include eligible featured and qualifying cart/halo merchandise within the defined programming ecosystem. Do not promise a share of every store sale or use overlapping show windows that count an order twice.

Accounting schedule pending. Finance must publish the weekly boundary, timezone, qualifying channels, halo attribution test, late affiliate receipt treatment, and allocation of weeks crossing month-end before activation. Each transaction needs an order/reference ID, category, qualifying period, received amount, adjustments, and one treatment. Later affiliate receipts must map to a defined earning cohort, not automatically reward whichever hosts happen to be working when cash arrives.

Provide a weekly provisional statement showing completed shows, fees earned, earned shares, all denominator positions including founder/company-retained positions, eligible sales by category, calculated amount, share value, adjustments, and provisional total. Private individual statements do not become a public pay leaderboard.

Shared Success is reconciled and paid monthly under the intended model. The exact reconciliation date and payment deadline remain **UNRESOLVED** and subject to payroll/legal review. Show Fee payment timing must be separately stated; monthly variable settlement does not automatically authorize monthly payment of all work. A reviewed written schedule must be supplied before the first affected booking.

Returns and corrections

Returns and cancellations before settlement reduce the relevant eligible sales. Show Fees already earned are never clawed back because merchandise is returned. After-payment ordinary returns are a company risk under the working plan; do not chase talent or create unlimited negative balances against future work.

A future company-funded returns reserve requires actual data and a defined method. No reserve percentage or talent holdback is authorized here. Fraud or a material payment error requires documented review and any legally permissible correction process, not an automatic deduction. Correct unpaid calculation errors transparently and preserve an audit trail.

Questions and payment failures

Talent may ask Finance for an explanation and the supporting calculation through the designated talent contact. Log the issue, compare assignment and transaction records, provide a written response, and escalate unresolved disputes to the founder or an uninvolved reviewer. No short forfeiture deadline is invented. The response target and named contact must be entered before onboarding.

If payment fails, Finance immediately escalates to executive priority, tells affected talent what is owed and what happened, and provides a verified recovery update. Do not hide a missed payment or label a completed obligation discretionary.

End of pilot

After Show 16, review attendance, participation, retention, sales, conversion, average order value, margins, returns, repeat purchase, and talent experience. Publish the next defined compensation period before booking Show 17 under it. Changes are prospective; no retroactive rate reductions.

Guests field work and future incentives

Separate relationship categories

RATIFIED / APPROVED - preserve category distinctions. The regular program is not individually rebid whenever a candidate requests a higher fee. Exceptional distribution, celebrity, sponsorship value, or a special assignment can justify a separate written deal. No guest minimum, \$500 exception, or marquee rate is established by this policy.

- **Regular and activated backup talent:** the regular Show Fee and applicable pilot shares, subject to completed assignment and written terms. Standby availability by itself is not a completed performance; standby obligations and compensation must be disclosed and reviewed in advance.
- **Guest personality:** negotiated appearance and preparation terms; no automatic entry into the regular weekly share system.
- **Creator or distribution guest:** negotiated guarantee, measurable promotional deliverables, attribution window, reporting, and any performance upside. Buy demonstrated audience delivery, not follower count alone.
- **Marquee or featured relationship:** a bespoke agreement may be appropriate. It does not transfer programming or personnel authority.
- **Core operations staff:** separate salary, hourly, or contract arrangements. Producers, buyers, support, and other staff do not automatically receive regular on-camera fees or shares. A future Team Success Bonus is not activated.

The booking must say whether a guest replaces a regular share position and how that affects the published denominator. Do not add guest economics to the regular pool after the period begins. Talent performing a separately contracted staff role needs clear treatment without double-counting the same assignment.

Company directed field assignments

An OH THAT!-directed venue show, event, travel shoot, cruise appearance, or remote assignment has written additional compensation and approved expense terms before acceptance. State duties, travel/setup time, rehearsal, lodging, transport, meals/per diem if applicable, equipment, cancellation, safety, and deliverables. No universal field premium has been set.

Venue or sponsor pricing should cover talent premiums, travel, production, technology, insurance/security where needed, and company margin. Talent's agreed pay is not made contingent on a venue paying its invoice unless a reviewed agreement explicitly and lawfully provides otherwise.

Talent-elected travel receives the same regular fee and share, with no automatic travel premium. The new broadcast location and product continuity still require Production approval. A provided cabin or optional event benefit does not replace compensation for required working duties.

Audience Builder remains reserved

WORKING / FUTURE - not activated; no promised payout. A future program may reward qualified new participants who are new, registered, and actually attend/play. Set economics only after acquisition-value data and reliable attribution exist. Define duplicate/fraud controls, disputes, and qualifications before launch. No regular-host affiliate commission, registration bounty, competitive cash leaderboard, or Lead Host multiplier is active in this pilot proposal.

Reasonable regular-host promotion is encouraged and supported with clips, graphics, and copy. Mandatory promotional deliverables require clear assignment terms. Creator deliverables are separately contracted.

Decision and Implementation Register

What is established

RATIFIED / APPROVED. The September 29 founder request directs publication of the six-part system and candidate overview. The founder-led launch now prioritizes casting and development; paid talent rotation expands as audience and sales support it. Explicit decisions establish the \$100 fee plus upside; T-60 readiness; approved host changes before promotion; cross-training; media support; company sample ownership; tested product/presenter fit; company casting authority; field versus elective travel; branded apparel; supportive culture; and weekly improvement meetings. The current request expressly includes the remaining operating protections codified here.

What is working rather than individually ratified

The 16-show duration, 5% controlled-merchandise rate, 10% affiliate-receipts rate, one-share cap, no regular founder fee, monthly variable settlement, returns treatment, and deferred Audience Builder are the latest source proposals. They are the coherent pilot design presented here, not historical evidence of separate approval of every term.

The roster-position denominator reconciliation on page 4 is an editorial implementation choice needed to make the latest coverage language calculable. It specifically requires founder/Finance confirmation. The 45-minute Playback agenda, coaching cadence, and five-point scorecard are working operating formats, not contractual guarantees.

Required before paid pilot activation

- **Founder and Finance:** confirm rates, first/last qualifying show, qualifying completion/cancellation definition, roster denominator rule, guest treatment, and founder waiver treatment.
- **Finance and Product:** publish eligible categories/SKUs, low-margin treatment, weekly timezone/cutoff, cart/halo test, late receipts, month-crossing allocations, and adjustment records.
- **Finance and payroll reviewer:** state Show Fee pay dates, monthly reconciliation/payment dates, statement/dispute contacts and response target, and handling of failed payments.
- **Founder with counsel/payroll:** settle cancellation after call, technical failure after readiness, partial completion, emergency absence, standby, required meetings/training/rehearsals, auditions/mock shows, and additional work. No amounts or universal unpaid rules are invented.
- **Talent Operations and counsel:** confirm classification, relevant work locations, required eligibility, agreement/recording/likeness/IP terms, confidentiality and protected-reporting boundaries, conduct/termination terms, and any union or travel obligations.
- **Operations:** name Producer/backup, talent and independent complaint contacts, Finance contact, crisis lead/spokesperson, support route, and game verifier. Test backup paths, product gate, and game records before asserting readiness.

Required per special assignment

Field and creator bookings need their own duties, compensation, costs, cancellation, safety, distribution/attribution, and rights terms before acceptance. Expensive sample transfers need written ownership and accounting treatment. Future Audience Builder and Team Success Bonus require a separate published activation decision.

Publication is complete as a policy artifact. Legal clearance, pilot activation, staffing, system configuration, rehearsals, and distribution into a separate company repository are distinct events requiring their own receipts. This register prevents polished formatting from being mistaken for evidence that those events have occurred.