

## **INDEPENDENT AFFILIATION CONTRACT WINGS MOBILE SPAIN, S.L.U.**

### **1. CONTRACTING PARTS AND CONDITIONS OF MEMBERSHIP**

The parts to the MEMBERSHIP Agreement are, on the one hand, the company **WINGS MOBILE SPAIN, S.L.U.**, domiciled in the city of Barcelona, Spain, hereinafter **WINGS MOBILE** and, on the other hand, the **AFFILIATE**, hereinafter the **INDEPENDENT AFFILIATE**, a natural or legal person, who acts in his own name and identifies himself as it appears at the foot of his signature, agree to enter into this **INDEPENDENT AFFILIATION CONTRACT**, taking into account the provisions of the compensation plan, the terms and conditions of use of the site web **www.wingsmobile.com**, the personal data treatment policy, the privacy notice and the marketing policies of **WINGS MOBILE**, documents that are an integral part of this agreement of wills, and in accordance with the provisions of the following clauses:

**FIRST: OBJECT.** - By signing this will agreement, it is advisable to link the **INDEPENDENT AFFILIATE** to the **WINGS MOBILE** marketing network so that they can carry out their own activities in network marketing or marketing completely independently, without any type of labor subordination. multilevel, in accordance with the provisions of Spanish legislation and other complementary regulations related to the matter.

The Affiliate Program is a system through which the **INDEPENDENT AFFILIATE** will receive from **WINGS MOBILE** an economic amount as compensation for the promotion and sale of its products or services that is carried out in each commercial operation carried out by / for clients. final, individuals or companies, directly, in person and / or registered in the virtual office (BACKOFFICE) of the **INDEPENDENT AFFILIATE**. When the client makes the purchase of any of the services and / or products offered by **WINGS MOBILE**, the payment of the commissions generated will be made to the **INDEPENDENT AFFILIATE**.

**FIRST PARAGRAPH.** - The products correspond to smartphones, laptops and desktops, skateboards and accessories, among others, the **WINGS MOBILE** brand.

**SECOND PARAGRAPH.** - The **Native Wings** Services will be provided directly by **WINGS MOBILE SPAIN, S.L.U.**, and are as follows: i) VOIP call ii) Secure call (iii), Second number (Second Number), iv) International roaming (World Roaming Free), v) Free call and vi) Security in the use of applications (Guardian).

**SECOND: INCOME.** - Any natural or legal person may become part of the **WINGS MOBILE** marketing network and for this the future **INDEPENDENT AFFILIATE** must:

- a) Register by completing and accepting a Membership Agreement, through a User Code of an **INDEPENDENT AFFILIATE** already existing on the website: [www.wingsmobile.com](http://www.wingsmobile.com)
- b) Read, fill out, sign in agreement and deliver to **WINGS MOBILE**, the following documents as appropriate:
- Compensation plan.
  - Site Terms and Conditions of Use: [www.wingsmobile.net](http://www.wingsmobile.net) - Personal Data Treatment Policy.
  - Affiliate Agreement.
  - Marketing Policy.
  - Copy of ID or RUC.

The documents announced in literal b) will be available on the website: [www.wingsmobile.com](http://www.wingsmobile.com)

To develop this Affiliate Program, **WINGS MOBILE** makes available to the **INDEPENDENT AFFILIATE**, different graphic connections made up of logos, banners, videos, texts and graphics, which the **INDEPENDENT AFFILIATE** may display so many times and in so many places on its website, networks social, and all electronic means of internet dissemination at your disposal and controlled by it, as you wish, in accordance with the Membership Conditions.

The links will serve to identify the **INDEPENDENT AFFILIATE** as a member of the **WINGS MOBILE** Affiliate Program. In the same way, the links will have the purpose that end users / clients who access the **INDEPENDENT AFFILIATE** website and click on them, are redirected to the **WINGS MOBILE** website ([www.wingsmobile.com](http://www.wingsmobile.com)), and can access to the services and / or products and to the virtual office (BACKOFFICE) for the control and registration of the sale of product (s) and / or service (s) of **WINGS MOBILE**.

The links must be placed by the **INDEPENDENT AFFILIATE** in the appropriate sections of its website for the promotion of the business, seeking the address of the client / user towards the **WINGS MOBILE** website where the product option (s) is located. (s), service (s) and the virtual office (BACKOFFICE) of the **INDEPENDENT AFFILIATE** for the control and registration of your sale (s) of product (s) and / or service (s) of **WINGS MOBILE**.

The links may be modified, replaced, added or removed by **WINGS MOBILE** when deemed appropriate, with the corresponding notification by email to the **INDEPENDENT AFFILIATE** of the modification, replacement, incorporation or removal of the same.

The **INDEPENDENT AFFILIATE** through the **WINGS MOBILE** website, will have access to the area called virtual office or (BackOffice). In the BackOffice, the **INDEPENDENT AFFILIATE** will have access to all the marketing, management,

accounting, purchasing statistics and registration of sub-affiliates and sale (s) of product (s) through the affiliate link.

The links will be selected in the section called "Marketing", which the **INDEPENDENT AFFILIATE** must insert on its Website, social networks and in its electronic means controlled by it. All the graphic elements of the links will reside on a Web server owned by **WINGS MOBILE**. The **INDEPENDENT AFFILIATE** guarantees **WINGS MOBILE** that it will not make the modification of any graphic element provided by **WINGS MOBILE**.

The commercial operations (sales or subscription to a plan or service) that are consolidated, being the clients coming from the **INDEPENDENT AFFILIATE's** Website, will be accounted for as follows:

By means of an ID identifier inserted in the URL, and whose function is to redirect the user / client from the Affiliate's Website to the **WINGS MOBILE** Website, through cookies, stored by the system in the user's / client's or **INDEPENDENT AFFILIATE**.

In the same way, all user visits that culminate in a purchase of a product and / or service and that are channeled by the **INDEPENDENT AFFILIATE** from their Website to the **WINGS MOBILE** Website, will automatically be registered in a database data, belonging to **WINGS MOBILE**.

In order for visits and subsequent contracting of the **WINGS MOBILE** services, channeled by the **INDEPENDENT AFFILIATE**, to be registered and generate the corresponding remuneration, the visitor's navigation program must be capable and configured so that it accepts cookies, or that it does not you have deleted them after the last visit.

If the user and client use a browser that does not accept cookies, that deletes them or that modifies their content, **WINGS MOBILE** will not be able to control the visits or the completed operations that result in the acquisition of products and / or services, and which will made by users redirected from the **INDEPENDENT AFFILIATE's** website to the **WINGS MOBILE** website, and therefore, will not be able to make the payment of the corresponding amount generated by the commercial operation.

Only the **INDEPENDENT AFFILIATE** to the Affiliate Program will be able to enjoy the amount for the sales made when the use of the BackOffice links to the **WINGS MOBILE** website with their ID is done correctly.

**WINGS MOBILE** will not be responsible in the event of a misuse of the links by the **INDEPENDENT AFFILIATE**.

Every time a user coming from the **INDEPENDENT AFFILIATE's** website makes a contract with **WINGS MOBILE**, the **INDEPENDENT AFFILIATE** will have a notification through its **INDEPENDENT AFFILIATE** area, called BackOffice.

- c) Acquire one of the current **KITs** of the **WINGS MOBILE AFFILIATION PROGRAM**, which consists of a membership that includes the following within its cost: **i)** Affiliation Code; **ii)** Access to your virtual office (**BACKOFFICE**); **iii)** Wings Mobile personal link (online store / e-commerce) and **iv)** courses, guides and tutorials on how to develop your affiliation program.

For the purchase of one of the **KIT`s OF THE AFFILIATION PROGRAM**, **WINGS MOBILE** will give the **INDEPENDENT AFFILIATE** as a gift, according to availability and at no cost to the **INDEPENDENT AFFILIATE**, a product (s) brand **WINGS MOBILE** (smartphone and / or laptops), according to the value and type of **KIT selected and fully paid** by the **INDEPENDENT AFFILIATE**, so that it can be used as a promotional tool. Therefore, the delivery of the product (s) may be made on a date different from the date of purchase of one of the **KIT`s OF THE AFFILIATION PROGRAM**, according to the availability and / or period of production of the same.

**FIRST PARAGRAPH.** The **INDEPENDENT AFFILIATE** is acquiring a membership or license to develop in a totally independent way the promotion and sale of **WINGS MOBILE** products or services, and in no case the delivery of the gift product on a date later than the date of acquisition of one of the **MEMBERSHIP PROGRAM KITs** will give the right to request from **WINGS MOBILE** the return or refund of the total or partial value paid by the **INDEPENDENT AFFILIATE** for the purchase of the **MEMBERSHIP PROGRAM KIT**.

**SECOND PARAGRAPH. - WINGS MOBILE** will have the right to accept, or reject the entry of a natural or legal person to be an **INDEPENDENT AFFILIATE**, in its sole discretion. In the event that **WINGS MOBILE** rejects the entry, it will notify the applicant in writing and reimburse the cost of the **WINGS MOBILE AFFILIATION PROGRAM KIT** that has been paid.

**THIRD: FORM, PERIODICITY AND REQUIREMENTS FOR PAYMENT.-** The payments corresponding to the benefits obtained by the **INDEPENDENT AFFILIATE** will be made according to the Compensation Plan, which is an integral part of this contract, in USD, after discounting the value for concept of mandatory withholdings or tax deduction established in the Law, by means of consignment to a bank account provided by the **INDEPENDENT AFFILIATE**. For payment it will be necessary for the **INDEPENDENT AFFILIATE** to present the respective collection account or invoice and the Tax Registry.

All benefits to which the **INDEPENDENT AFFILIATE** is entitled, will be canceled in accordance with the provisions of the Compensation Plan, which is an integral part of this contract, as follows:

- a) Commissions for the period (month closed accounting)
- b) The Differential Bonus, when applicable
- c) The Matching Bonus, when applicable
- d) Start Bonus, when applicable

Benefits and other prizes to which the **INDEPENDENT AFFILIATE** is entitled, will be paid on the 12th of the month following the accounting closing of the period in which it was generated.

It will be decisive to account for the operations carried out (sales or subscription of a plan or service) by users from the **INDEPENDENT AFFILIATE's** website, that the sale of a product or the contracting of any of the plans or services offered by **WINGS MOBILE**.

The remuneration to be paid to the **INDEPENDENT AFFILIATE** for the sales generated in favor of **WINGS MOBILE**, will be calculated based on a scoring system described in the Compensation Plan, which is an integral part of this contract.

Likewise, the remuneration to be paid to the **INDEPENDENT AFFILIATE** for the contracting of services and / or the sales of **WINGS MOBILE** products, will be understood to be generated exclusively if those contracted services and / or those products sold are paid in full by the client / end user to **WINGS MOBILE**.

**WINGS MOBILE** reserves the right to modify the **INDEPENDENT AFFILIATE's** remuneration described in the compensation plan that is an integral part of this contract, notifying the changes produced by sending an email in which the changes or variations are communicated to the **INDEPENDENT AFFILIATE**.

The remuneration in favor of **INDEPENDENT AFFILIATE** will be established in the Compensation Plan that is attached through an annex to this contract, with legal reference to it and its content for all purposes related to said concept.

The changes produced in the remuneration to be received by the **INDEPENDENT AFFILIATE** will not affect, in any case, the sales made prior to the date on which the change or variation is made.

For each order or contracting of **WINGS MOBILE** products and / or services that comes from a redirected user of the **INDEPENDENT AFFILIATE** virtual store (BackOffice), the monthly payment will be made. There is no hiring limit to access the payment of remuneration; neither does it matter the number of contracts that come from the **INDEPENDENT AFFILIATE's** virtual store (BackOffice). The minimum remuneration to be paid by **WINGS MOBILE** to the **INDEPENDENT AFFILIATE** and for administrative adjustments must be greater than an equivalent to **FIFTEEN AMERICAN DOLLARS (USD15)** in the same month. In the event of not reaching this minimum amount, the accrued amount will accumulate the following month or months until reaching the minimum remuneration value.

The remuneration accrued during the term of the affiliation will be payable only if the purchase orders for products and / or the subscription of **WINGS MOBILE** services are not canceled or returned, in which case, **WINGS MOBILE** reserves the right to discount future commissions. generated by the **INDEPENDENT AFFILIATE** the value paid for said purchase orders for products and / or the subscription of services canceled or returned. In any case, **WINGS MOBILE** reserves the right to collect or collect such amounts through the legal processes established by law.

The **INDEPENDENT AFFILIATE** will consider the consideration received sufficient, equitable and in accordance with the law, unconditionally renouncing to claim from **WINGS MOBILE** sums additional or superior to those established as remuneration in this Affiliate Agreement.

The amounts that **WINGS MOBILE** will pay the **INDEPENDENT AFFILIATE** to its program, are remuneration for the sale of products and / or the contracting or subscription of **WINGS MOBILE** services, and in no case constitute fees, rates, professional fees, or other concepts contemplated by law. from Spain for sales services.

**PARAGRAPH:** All the benefits will be paid on the base price of each product or service, that is, discounted the taxes of law to carry out the liquidation.

**FOURTH: RIGHTS OF THE INDEPENDENT AFFILIATE.-** From the moment **WINGS MOBILE** accepts this Independent Affiliate Agreement, the subscriber will be named **INDEPENDENT AFFILIATE**.

An **INDEPENDENT AFFILIATE** has the right, not exclusive, to:

- a) Buy, sell, in person or virtually in your online office, **WINGS MOBILE** products or services directly for personal use or for the use of your customers at the sale price determined by **WINGS MOBILE**.
- b) Register third parts, as Sub-Affiliates, to carry out sales of **WINGS MOBILE** products and services and participate in all the benefits of the **WINGS MOBILE** Compensation Plan, thus forming their Independent Business Unit.
- c) Obtain, instruct, maintain and promote their own **INDEPENDENT AFFILIATES** by teaching them the **WINGS MOBILE** network marketing system, as well as showing them all the documents and other benefits contemplated in the **WINGS MOBILE** Compensation Plan.
- d) Receive all the informative or promotional documentation related to the **WINGS MOBILE** Business Plan.
- e) Obtain bonuses according to the **WINGS MOBILE** Compensation Plan and according to their position within the marketing network.

- f) According to the development of its marketing network, the **INDEPENDENT AFFILIATE** has the right to receive in a timely and unequivocal manner, all the economic or in-kind benefits in accordance with the provisions of the **WINGS MOBILE** Compensation Plan, including those that have been pending payment once the contract between the parts has ended. You can also participate in all the incentives that the **WINGS MOBILE** marketing network establishes according to the goals that are set.
- g) **The INDEPENDENT AFFILIATE** has the right to receive the training and all the instructions that are necessary for the development of its **WINGS MOBILE** marketing network, it is also entitled to receive precise training on the products and the Compensation Plan.
- h) An **INDEPENDENT AFFILIATE** is authorized to carry out sponsorship activities and / or help from other **INDEPENDENT AFFILIATES**.
- i) Participate in all programs and opportunities that the **WINGS MOBILE** marketing network in its sole and absolute discretion determines at any time.
- j) The **INDEPENDENT AFFILIATE** may obtain and use the personal information of all **INDEPENDENT AFFILIATES** who are within its marketing network, solely for the purpose of developing its network marketing business, always respecting the Personal Data Treatment Policy of **WINGS MOBILE**.
- k) **THE INDEPENDENT AFFILIATE** has the right to ask questions, queries and requests for clarification, provided that they deal with:
  - 1) Products sold and / or contracted services.
  - 2) Content, scope and meaning of any of the clauses of the Contract or documents that are an integral part of it, that link the **INDEPENDENT AFFILIATE** with **WINGS MOBILE**.
  - 3) Objectives that will give rise to receiving the benefits stipulated in the Compensation Plan.
  - 4) Payment dates and delivery times in the case of benefits in kind.
- l) Know, from before your connection, the terms of the contract that will govern your relationship with **WINGS MOBILE**, as well as know all the documents that are an integral part of it.
- m) The **INDEPENDENT AFFILIATE** has the right to be accurately informed by **WINGS MOBILE**, of the characteristics of the products and / or services that it will promote, and of the scope of the conditions and guarantees that correspond to said products and / or services.

- n) You may by writing to **WINGS MOBILE**, the **INDEPENDENT AFFILIATE**, terminate the contractual link at any time and unilaterally.
- o) The **INDEPENDENT AFFILIATE** may subscribe as a seller or independent affiliate of one or more network or multilevel marketing companies.
- p) The **INDEPENDENT AFFILIATE** has the right to receive in a timely and comprehensive manner in quantity and quality, the goods offered by **WINGS MOBILE**.
- q) The **INDEPENDENT AFFILIATE** will have the right that, through the Call Center, website or any other means of attention to the user (chat or WhatsApp or Facebook) of **WINGS MOBILE**, using the format established for that purpose, *their request is received, complaint, claim or resource (PQR)* related to the mobile phone service to him or to any of his clients (end users).
- r) In the event that the **INDEPENDENT AFFILIATE** or one of its clients (end users) of **WINGS MOBILE** approaches one of its physical offices to file a **PQR** related to the mobile phone service, the advisor must explain what the means of attention are through which you must file **your request, complaint, claim or resource**, however, you must help by entering it through the website.

**FIFTH: DUTIES OF THE INDEPENDENT AFFILIATE.** - From the moment that the **INDEPENDENT AFFILIATE** signs this contract, it will have the following duties:

- a) Respect and fully comply with the clauses stipulated in this document.
- b) Stick to the provisions of the Compensation Plan, which is an integral part of this Affiliate Agreement.
- c) Use the website **www.wingsmobile.com** in accordance with its terms and conditions of use.
- d) Comply with and enforce the **WINGS MOBILE** code of ethics.
- e) Carry out any network marketing activity always respecting the **WINGS MOBILE** Marketing Policies.
- f) Receive all the benefits of the **WINGS MOBILE** Compensation Plan, as agreed.
- g) Train and carry out network marketing activities in accordance with the activities carried out by **WINGS MOBILE**.



- h) **The INDEPENDENT AFFILIATE** must update all the personal data that it has registered with **WINGS MOBILE** when said data has changed, in a timely manner and through its virtual office (BackOffice) at [www.wingsmobile.com](http://www.wingsmobile.com)
- i) **The INDEPENDENT AFFILIATE** undertakes to carry out all its marketing activities completely independently, without there being any type of employment relationship with **WINGS MOBILE**, in accordance with the provisions of the Civil Code and other complementary regulations related to the matter.
- j) **The INDEPENDENT AFFILIATE** must use only the channels or means of care established by **WINGS MOBILE**, **to file their request, complaint, claim or resource (PQR)** related to the mobile phone service to him or to any of his clients (end users) ) and in this way obtain a timely and complete response from **WINGS MOBILE**.

Without prejudice to the remaining obligations of the **INDEPENDENT AFFILIATE**, which have been established in this Independent Affiliate Agreement, the **INDEPENDENT AFFILIATE** will locate the links in visible places within its Website or may disclose it through social networks and / or blogs, insofar as they best fit with its design for the promotion and achievement of clients and **INDEPENDENT AFFILIATES**.

The **INDEPENDENT AFFILIATE** must collaborate with **WINGS MOBILE** in everything related to the proper functioning of the links, as well as in relation to the updates thereof carried out by **WINGS MOBILE**, and must inform the **WINGS MOBILE** support area about the malfunction of the links or incorrect or inaccurate publication in said links.

The **INDEPENDENT AFFILIATE** is obliged to keep the email address provided in the membership form or registration for communications with **WINGS MOBILE** operational, active and updated, as it is the preferred means of communication to carry out agile and fluid management in the provision of the requested service.

If the email address provided in the membership form or registration changes, the **INDEPENDENT AFFILIATE** undertakes to communicate the change to **WINGS MOBILE** within a maximum period of **THREE (3) DAYS**, so that communication between the parts is not interrupted signatories of this Affiliate Agreement.

The **INDEPENDENT AFFILIATE** is obliged to comply with all fiscal and legal obligations related to the payment of taxes generated by its remuneration.

The **INDEPENDENT AFFILIATE** authorizes **WINGS MOBILE** to provide self-invoices on its own behalf to facilitate the process of commission payments. The **INDEPENDENT AFFILIATE** is obliged to account for self-invoices in compliance with all tax rules and current regulations.

The **INDEPENDENT AFFILIATE** can under no circumstances be considered a seller, collaborator or employee of **WINGS MOBILE**.

**FIRST PARAGRAPH. LINKS WINGS MOBILE. - WINGS MOBILE** is the exclusive owner of all intellectual and industrial property rights over the links (drawings, texts, graphics, signs, symbols, logos, trademarks) made available to the **INDEPENDENT AFFILIATE**. The Intellectual and Industrial Property Rights will be licensed in a nonexclusive manner in favor of the **INDEPENDENT AFFILIATE** under this Affiliate Agreement and during the term of its validity, for the territorial scope corresponding to the affected industrial property title, and in order to allow access to the products and / or services offered by **WINGS MOBILE** in its virtual store (BackOffice).

**WINGS MOBILE**, in relation to industrial and intellectual property rights, declares and guarantees:

The peaceful ownership of the Intellectual and Industrial Property rights that will be assigned to the **INDEPENDENT AFFILIATE**, the rights licensed in favor of the **INDEPENDENT AFFILIATE** are free of any type of complaint, claim, charge or encumbrance, nothing in their advertising supposes defamation or slander for any person, company or association, nor infringe intellectual property rights, industrial property, or any other exclusive right belonging to third parts.

The **INDEPENDENT AFFILIATE** will not use any licensed material for any purpose other than those established in these Membership Conditions, unless it obtains the prior written consent of **WINGS MOBILE**.

The **INDEPENDENT AFFILIATE** undertakes not to use the licensed materials in any way that discredits or negatively represents **WINGS MOBILE**, its image or brands.

In case of commercial and / or personal websites that want to use the distinctive brands of **WINGS MOBILE**, the **INDEPENDENT AFFILIATE** will have to advertise the following notice on all pages:

***“This website is Affiliated with WINGS MOBILE, the content, offers and sales policies may differ and / or do not correspond to that published on the official website of [www.wingsmobile.com](http://www.wingsmobile.com)”***

**SECOND PARAGRAPH. - RESPONSIBILITIES.** The **INDEPENDENT AFFILIATE** guarantees **WINGS MOBILE** that the information provided about him is truthful and exact, committing himself to communicate, immediately, any type of change regarding it.

The **INDEPENDENT AFFILIATE** will be solely and exclusively responsible for the development and maintenance of its Website, as well as its materials and contents, except for the proper functioning of the links. **WINGS MOBILE** will not be responsible for the breach of the responsibilities of the **INDEPENDENT AFFILIATE** regarding its Website.

The **INDEPENDENT AFFILIATE** may not use any content that in any way could be considered demeaning, misleading, obscene or negative for **WINGS MOBILE**, a circumstance that would imply the automatic termination of this contract, proceeding immediately to its cancellation and settlement of its pending remuneration and / or future, thus establishing the corresponding peace and safety between the parts to the contractual situation. This communication will be made in writing or via fax or email.

The **INDEPENDENT AFFILIATE** on its Website, in no way, without the express written consent of **WINGS MOBILE**, will copy, resemble or include content or design elements that may lead to confusion with the image and content of the **WINGS MOBILE** Website. The **INDEPENDENT AFFILIATE's** Website will not include any content from the **WINGS MOBILE** Website or any other material owned by it, except the links that will be licensed in favor of the **INDEPENDENT AFFILIATE**.

The **INDEPENDENT AFFILIATE** is expressly prohibited from using the marks and graphic elements belonging to **WINGS MOBILE**, for any use other than that strictly related to the Affiliate Program. The **INDEPENDENT AFFILIATE** must under no circumstances modify the graphic elements or the texts made available to it. **INDEPENDENT AFFILIATE** is prohibited from using techniques that allow them to attribute the functions or content of **WINGS MOBILE**.

The **INDEPENDENT AFFILIATE** will be responsible for any action taken with it and that causes any damage to **WINGS MOBILE**.

**WINGS MOBILE** is exempt from any responsibility for the consequences that the lack of operation of the client's email address or of not communicating the change of address, may cause, as well as for the disinformation that the client alleges due to his own negligence to when keeping this data active.

**THIRD PARAGRAPH. - THE INDEPENDENT AFFILIATE** is prohibited from inviting members of the **WINGS MOBILE** network, own or others, of any other network(s) or multilevel marketing of another to participate or present information company or natural person, **WINGS MOBILE** reserving the right to take corrective measures against the **INDEPENDENT AFFILIATE**, such as temporary suspension, or to terminate this contract.

**SIXTH: RIGHTS OF WINGS MOBILE. - WINGS MOBILE** has the following rights:

- a) It reserves the right to take corrective measures, such as for example the temporary suspension or the definitive termination of this contract when the **INDEPENDENT AFFILIATE** does not respect the agreement, according to the clauses stipulated in this contract, or in any of the documents that are an integral part of this agreement of wills.

In order to guarantee the due process of the Independent Affiliate in the cases in which it is considered to take “corrective measures”, this will be done and will be discussed with the Regional Management and the Human Resources area of **WINGS MOBILE** as stipulated in our code of ethics that is Find related on our page [www.wingsmobile.com](http://www.wingsmobile.com)

- b) **WINGS MOBILE** autonomously at any time and after communicating to the **INDEPENDENT AFFILIATE**, may make the modifications it deems pertinent to the Compensation Plan, which is an integral part of this Affiliate Agreement, and to the other documents that are part of this agreement, to make it official to all affiliates.
- c) Only for the purposes foreseen in the development of its corporate purpose, the **WINGS MOBILE** marketing network, will register and maintain a database of all **INDEPENDENT AFFILIATES** in accordance with the provisions of the **WINGS MOBILE** Personal Data Treatment Policy.
- d) **WINGS MOBILE**, in its sole discretion, may directly promote its products with any **INDEPENDENT AFFILIATE**, including advertising, publicity, special promotions to accumulate points and benefits, loyalty programs, and / or any marketing and sales strategy.

#### **SEVENTH: DUTIES OF WINGS MOBILE.**

- a) Pay timely to the **INDEPENDENT AFFILIATE** all the benefits contemplated in the Compensation Plan, which is part of this Affiliate Agreement, in accordance with the provisions of this Agreement.
- b) Respect and apply the **WINGS MOBILE** Personal Data Treatment Policy in accordance with current regulations on the matter.
- c) Promptly communicate to the **INDEPENDENT AFFILIATE** any modification made to the Compensation Plan, the Terms and Conditions of Use of the website **www.wingsmobile.com**, the Privacy Notice, the Personal Data Treatment Policy, the Membership Agreement and the **WINGS MOBILE** Marketing Policies.
- d) Instruct the **INDEPENDENT AFFILIATE** regarding the Compensation Plan, the Terms and Conditions of Use of the website **www.wingsmobile.com**, the Privacy notice, the Personal Data Treatment Policy, the Membership Agreement and the Marketing Policies of **WINGS MOBILE** and deliver said documents.
- e) **WINGS MOBILE** will respond precisely to the questions, queries and requests for clarification made by the **INDEPENDENT AFFILIATE**, before, during and after linking them. The response to questions, queries or requests

for clarification will be made to the address, email or other means provided by the **INDEPENDENT AFFILIATE** that formulates it, within the **FIFTEEN (15) BUSINESS DAYS** following its receipt.

- f) **WINGS MOBILE** will establish and inform the **INDEPENDENT AFFILIATE** and end users about the channels or means of care for the **reception of requests, complaints, claims or resources (PQR)** related to the mobile phone service.
- g) In the event that the **INDEPENDENT AFFILIATE** or one of its clients (end users) approaches one of its physical **WINGS MOBILE** offices to file a **PQR** related to the mobile phone service provided, **WINGS MOBILE**, through its collaborators or workers, will explain what are the means of care through which you must file your **request, complaint, claim or resource**, always helping you to enter it through the website.

Without prejudice to the remaining obligations that correspond to **WINGS MOBILE**, and that have already been established in this Independent Affiliate Agreement, **WINGS MOBILE** will provide all the necessary information so that the **INDEPENDENT AFFILIATE** establishes the links in an appropriate way from its Website to the **WINGS MOBILE** website.

Thus, **WINGS MOBILE** will control the visits it receives to its Web Page from the **INDEPENDENT AFFILIATE's** Page, according to the system described in the section related to the Control of visits.

In the same way, **WINGS MOBILE** will be responsible for the clients who access its Website through the links established on the **INDEPENDENT AFFILIATE's** Website, in everything related to the products and / or services it offers to its clients.

**EIGHTH: AUTHORIZATION OF PERSONAL DATA.-** With the signing of this agreement of wills, the **INDEPENDENT AFFILIATE** expressly declares that it understands, accepts and authorizes **WINGS MOBILE**, to use and / or transfer and / or transfer the personal information contained in this contract, as well as all the information that is generated in the course of its activities within the marketing network, to third parts, including other **INDEPENDENT AFFILIATES**, in accordance with the Personal Data Treatment Policy and with the regulations that regulate the subject consigned in the instructions Data processing policy posted on the company's home page [www.wingsmobile.com](http://www.wingsmobile.com)

**NINTH: CENTERS OF RISK.-** In the same way, the **INDEPENDENT AFFILIATE** expressly authorizes **WINGS MOBILE** by signing this contract, so that as many times as necessary, without any type of restriction or limitation, obtain information, consult, report and update the data, as well as the credit and commercial behavior of the **INDEPENDENT AFFILIATE** in any of the credit bureaus and / or databases that exist for such purposes.

**TENTH: VALIDITY.** - Participation in the **INDEPENDENT AFFILIATE** Program will come into effect from the date of the effective communication by **WINGS MOBILE** of the admission of the application for the **INDEPENDENT AFFILIATE**, and will be in force indefinitely, if not expressly waived from either side. The Independent Affiliate Agreement may be terminated by unilateral decision of either part, without the need to present cause or justified reason.

**ELEVENTH: CONDITION IN FORCE.** - **WINGS MOBILE** must notify the **INDEPENDENT AFFILIATE** of the termination of its Affiliation, if this condition is met by email to the address that the **INDEPENDENT AFFILIATE** has indicated at the time of registering in the **INDEPENDENT AFFILIATE** Program from **WINGS MOBILE**.

The **INDEPENDENT AFFILIATE** will only have the right to receive remuneration for those sales made while their **INDEPENDENT AFFILIATE** status is maintained.

**WINGS MOBILE** will not regularize or pay those commissions that have been fraudulently generated or with incidents such as defaults, reserving the right to determine what these commissions are and what are the reasons for which they are considered fraudulent or with incidence.

**TWELFTH: TERMINATION OF THE CONTRACT.** - The **INDEPENDENT AFFILIATE** or **WINGS MOBILE** may terminate the contract according to the following situations:

- a) At any time and for any reason by written notice to the other part **THIRTY (30) DAYS** in advance.
- b) Immediately without the need for judicial resolution, by means of simple notification, when any of the parts fails to comply with any of the stipulations contemplated in this contract, for violation of the content of the Compensation Plan, the Terms and Conditions of Use of the site web **www.wingsmobile.com**, the Personal Data Processing Policy or the **WINGS MOBILE** Marketing Policies; documents that are an integral part of this agreement of wills.

**THIRTEENTH: LIQUIDATION OF BENEFITS.** - Once the Contract is terminated, we will proceed within the following **FIFTEEN (15) BUSINESS DAYS**, to deliver the benefits to which the **INDEPENDENT AFFILIATE** is entitled according to the Compensation Plan.

**FOURTEENTH: OFFICE OPEN TO THE PUBLIC.** - As required by law, **WINGS MOBILE** has a permanent office open to the public located in the city of Barcelona, Spain.

**FIFTEENTH: MODIFICATION OF CLAUSES AND INTEGRATING DOCUMENTS.- WINGS MOBILE**, in its sole discretion, may totally or partially modify the terms of this Agreement, as well as the Compensation Plan, the Terms and Conditions of Use of the website [www.wingsmobile.com](http://www.wingsmobile.com), the Privacy Notice, the Personal Data Treatment Policy, the Membership Agreement and the Marketing Policies of **WINGS MOBILE**, previously notifying the **INDEPENDENT AFFILIATE** to expressly accept them.

**FIRST PARAGRAPH.** - Any modification of the clauses of this Independent Affiliation Agreement or of the documents that are an integral part of this agreement, will come into effect from the moment they are expressly accepted by the **INDEPENDENT AFFILIATE**.

**SECOND PARAGRAPH.** - If the **INDEPENDENT AFFILIATE** does not expressly accept any modification, it will be understood that it terminates the Contract immediately, without being subject to any type of sanction or penalty and always maintaining the benefits to which it is entitled until then, according to the Compensation Plan.

**SIXTEENTH: INDEPENDENCE.** - The **INDEPENDENT AFFILIATE** understands and accepts that this Agreement does not make him / her an employee, worker, representative, agent or franchisee of **WINGS MOBILE** and therefore, there will be absolutely no employment relationship or subordination relationship. between the **INDEPENDENT AFFILIATE** and **WINGS MOBILE**. In accordance with the foregoing, all the work carried out by the **INDEPENDENT AFFILIATE** will be framed within the activities of network marketing or multilevel marketing, in accordance with the provisions of Spanish legislation and other complementary regulations related to the matter.

**SEVENTH: APPLICABLE LAW.** - This Agreement shall be governed by the laws of Spain, especially by the provisions of the Civil Code and other complementary regulations related to the matter.

**EIGHTEENTH: COMMITMENT CLAUSE.** - The parts agree that to settle any discrepancy regarding the interpretation and / or execution of the provisions of this contract, both parts submit to the jurisdiction of the Courts and Tribunals in civil matters, Mediation and Arbitration of Spain, with express resignation of any other jurisdiction that may correspond to them, taking as reference the main domicile, the city of Barcelona (Spain). They will be subject to the rates and regulations provided by the Mediation and Arbitration Center of the place.

**NINETEENTH: LIMITATION OF LIABILITY.- WINGS MOBILE** will not be responsible for the damages or losses caused by the **INDEPENDENT AFFILIATE** to third parts during the development of their network marketing activities, therefore, the **INDEPENDENT AFFILIATE** undertakes to answer for any damage, complaint, demand, expense or compensation that may be generated against third parts, as a

result of their network marketing work in contravention of what is provided here or any of the documents that are part of this Contract.

**TWENTIETH: DATA PROTECTION.** - The policy regarding the protection of personal data will be governed by what is already established in the section "Privacy Policy" contained on our website [www.wingsmobile.com](http://www.wingsmobile.com)

The user is expressly informed about their right of access, rectification, cancellation and, where appropriate, opposition in accordance with the provisions of the Law on Protection of Personal Data and other regulations applicable to that effect.

**TWENTY-FIRST: MODIFICATION.** - **WINGS MOBILE** reserves the right to cancel or change these Affiliate Conditions, in whole or in part, informing with due notice via email, of any modification that will occur.

**TWENTY-SECOND: ASSIGNMENT.** - The **INDEPENDENT AFFILIATE** may not assign or encumber, totally or partially, their rights or obligations derived from this contract in favor of third parts, without the prior written consent of **WINGS MOBILE**. The **INDEPENDENT AFFILIATE** acknowledges and accepts that **WINGS MOBILE**, may assign its rights and obligations derived from this contract to any third part and disclose or transfer to any third part information related to the website, the email address and other non-personal data of the **INDEPENDENT AFFILIATE**.

**TWENTY-THIRD: RELATIONSHIP BETWEEN THE PARTS.** - **THE INDEPENDENT AFFILIATE** and **WINGS MOBILE** are independent parts, and nothing in these Affiliate Terms will create any identity or legal relationship between the parts.

These Conditions of Affiliation do not establish the creation of a company, commercial company, agency, sales representative, or labor relationship between the parts.

The **INDEPENDENT AFFILIATE** will have no authority to make or accept any offer or make representations on behalf of **WINGS MOBILE**, and vice versa.

**TWENTY-FOUR: FORCE MAJEURE.**- None of the parts will assume any responsibility for the non-execution or delay in the execution of any of their respective obligations, contracted by virtue of this Independent Affiliate Agreement and the services provided by **WINGS MOBILE**, if such lack of execution or delay was the consequence of an event of force majeure or fortuitous event, admitted as such by the Jurisprudence, and in particular: natural disasters, failures in the transmission of IP packets, war, state of siege, alterations of public order, transport strike, power cut or any other exceptional measure adopted by administrative or governmental authorities.

**TWENTY-FIFTH: CONFIDENTIALITY.**- Both parts agree to respect the confidential nature of business information, financial information, customer lists and information



on prices, sales and products and / or services (hereinafter Confidential Information) exchanged on the occasion of the affiliation to the **WINGS MOBILE INDEPENDENT AFFILIATE** Program, and no longer disclose or make them available to third parts, without having obtained the prior written consent of the other part, unless required by a court or other control activity.

Likewise, the parts signing this Independent Affiliate Agreement agree to take precautions aimed at preserving the confidential nature of the other part Confidential Information, as well as the precautions that they usually take to protect their own Confidential Information.

**TWENTY-SIXTH: ADDITIONAL CLAUSES.** - The headings of the different sections of this Independent Affiliation Agreement are only informative, and will not affect, qualify or expand their interpretation.

The non-requirement by any of the parts signing this Independent Affiliation Agreement, of any of their rights in accordance with the Conditions of Affiliation, shall not be considered to constitute a waiver of the rights in the future.

If any of the sections of this Independent Affiliation Agreement are declared null or unenforceable, said sections will be considered excluded from this Agreement, without the nullity of the rest of the Conditions contained therein. In this case, the parts will do everything in their power to find an equivalent solution, that is valid, and that duly reflects their intentions.

**TWENTY SEVENTH: TOTAL AGREEMENT.** - This Independent Affiliate Agreement and the documents that are an integral part thereof, constitute a total agreement between **WINGS MOBILE** and the **INDEPENDENT AFFILIATE** and prevail over any other agreement on the same contractual object, written or oral, previously held between **WINGS MOBILE** and the **INDEPENDENT AFFILIATE**.

**TWENTY-EIGHTH: NOTIFICATIONS.**- All communications derived from this Independent Affiliate Agreement or its component documents must be made in writing to the physical or electronic address registered by the **INDEPENDENT AFFILIATE**; The notifications made in the official publications of **WINGS MOBILE** will also be valid, either in magazines, brochures, guides or through its website [www.pe.wingsmobile.com](http://www.pe.wingsmobile.com). Any notification that an **INDEPENDENT AFFILIATE** requires to make to **WINGS MOBILE**, must be made only by certified mail to the address of the physical office located in Barcelona, Spain.

**TWENTY-NINTH: ACCEPTANCE OF THE CONTRACT AND INCORPORATED DOCUMENTS.** - The **INDEPENDENT AFFILIATE** acknowledges having read and fully understood this Independent Affiliate Agreement and agrees to abide by them. Likewise, you acknowledge having received the **AFFILIATION PROGRAM KIT** which includes the **INDEPENDENT AFFILIATION CONTRACT** and the

**COMPENSATION PLAN.** In the event that there is any inconsistency between the provisions of this Agreement and the other incorporated documents, the parts will be subject to the provisions of this document.

In agreement, the parts sign this contract in the city of Barcelona (Spain), in two (2) copies with the same legal validity each, on the \_\_\_\_\_ (\_\_\_\_) days of the month of \_\_\_\_\_ of the year 2021.

***THE INDEPENDENT AFFILIATE,***

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**NAME:**  
**IDENTIFICATION:**  
**ADDRESS NOTIFICATION:**  
**E-MAIL:**  
**PHONE:**

***WINGS MOBILE SPAIN, S.L.U.,***

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**NAME:**  
**IDENTIFICATION:**  
**ADDRESS NOTIFICATION:**  
**E-MAIL:**  
**PHONE:**