

COMMISSION-BASED COLLABORATION AGREEMENT — ZYNERONIX

English translation for information; the Spanish version prevails. This is a courtesy translation of the Spanish-language contract published at zyneronix.com/legal/. In case of any discrepancy, ambiguity or dispute, the Spanish version is the only one that is legally binding.

ZYNERONIX / PROVIDER: Mr. Isaac Medina Suárez, holder of Spanish tax ID (NIF) 45176645E, domiciled at C/ El Curato 72, 35420 Moya (Las Palmas), Spain, trading as **ZYNERONIX**. Contact: hola@zyneronix.com.

THE COLLABORATOR: the natural person of **legal age** or legal entity identified in the sign-up form (Schedule I) who electronically accepts these terms from zyneronix.com/socios/, zyneronix.com/comerciales/, zyneronix.com/en/agency-partners/ or zyneronix.com/en/partners/ (hereinafter, "the COLLABORATOR").

RECITALS

I. ZYNERONIX markets, on a monthly subscription basis, AI-powered WhatsApp assistant services ("AI Employee") and websites ("Zyneronix Web") for businesses.

II. The COLLABORATOR wishes to present these services to businesses it knows, in exchange for a commission for each customer that signs up through its personal link or code.

III. Neither party intends to establish an employment relationship, a stable agency relationship or an exclusive arrangement, but rather a **commercial mediation per transaction, with no obligation to promote**, governed by the Spanish Commercial Code (Código de Comercio).

Both parties acknowledge they have sufficient legal capacity to enter into this agreement, and

CLAUSES

FIRST. — PURPOSE

The COLLABORATOR may, with no obligation to do so or to achieve any result, present ZYNERONIX's services to businesses it knows, sending them its personal link or code (**zyneronix.com/s/CODE**). When a business signs up for and pays a subscription through that link or code, the COLLABORATOR will be entitled to the commission set out in the fourth clause. The COLLABORATOR does not provide, install or bill for the service, and assumes no obligation whatsoever towards the end customer: those obligations belong exclusively to ZYNERONIX under its own general terms.

SECOND. — COMMERCIAL, NON-EMPLOYMENT NATURE

This agreement is strictly commercial in nature and is governed by the Spanish Commercial Code. **There is no employment relationship, no stable agency relationship** within the meaning of Spanish Law 12/1992, **nor any dependent commercial representation** within the meaning of Royal Decree 1438/1985: this is a non-stable, non-exclusive commercial relationship. The COLLABORATOR organises its activity with full autonomy and its own means: it freely decides whether, when and how to work and with which of its own resources (its phone, its email, its own channels and contacts), without any fixed schedule, route, assigned territory or reserved customer portfolio. ZYNERONIX will not issue instructions on schedules, routes, distribution criteria or how to contact businesses, without prejudice to setting the price and commercial terms of the service, identical for every customer and collaborator. The regulatory-

compliance and brand conditions of the seventh clause are not organisational instructions. The COLLABORATOR receives no corporate email, business card or any sign identifying it as a ZYNERONIX employee, and does not attend mandatory meetings or reports. If the COLLABORATOR's activity becomes habitual under art. 305 of the Spanish Social Security Act (LGSS), it is the COLLABORATOR's sole responsibility to register as self-employed or to act through a company.

THIRD. — NO EXCLUSIVITY, NO MINIMUMS, LEGAL AGE

The COLLABORATOR must be **at least eighteen (18) years old**. It is not bound by any exclusivity and may represent, simultaneously or successively, other brands, products or services, including competitors. No targets, quotas, minimum sales, penalties, rankings with consequences or mandatory commitment period are agreed. The COLLABORATOR does not acquire or pay any fee, licence or material to take part in the programme. The programme is open to collaborators from any country.

FOURTH. — COMMISSION AND ACCRUAL

For each new customer that signs up for a ZYNERONIX service through the COLLABORATOR's personal link or code, the COLLABORATOR will be entitled to a commission paid in two tiers, always calculated on the **list price** (one hundred forty-five euros, €145, for AI Employee; sixty-nine euros, €69, for Web; one hundred ninety-nine euros, €199, for the Business Pack —web and AI Employee together—), before tax, regardless of whether the customer signed up at the founder discount, any other promotion or a proration, and only on payments actually collected via Stripe (the `invoice.paid` event):

1. **Tier 1**. One hundred percent (100%) of the list price, i.e. **one hundred forty-five euros (€145)** for AI Employee, **sixty-nine euros (€69)** for Web or **one hundred ninety-nine euros (€199)** for the Business Pack, when ZYNERONIX actually collects the customer's **second** monthly payment.
2. **Tier 2 (recurring)**. Twenty percent (20%) of the list price, i.e. **twenty-nine euros (€29)** a month for AI Employee, **thirteen euros eighty cents (€13.80)** a month for Web or **thirty-nine euros eighty cents (€39.80)** a month for the Business Pack, with every monthly payment ZYNERONIX actually collects from the customer from their **third** payment through their **twelfth** payment, inclusive, for as long as the customer remains subscribed. There is no Tier 2 without Tier 1 having accrued first, and Tier 2 stops the moment the customer cancels.

Total commission per customer who stays subscribed for twelve months: up to **four hundred thirty-five euros (€435)** for AI Employee, **two hundred seven euros (€207)** for Web or **five hundred ninety-seven euros (€597)** for the Business Pack, with no cap on the number of customers. The Business Pack (web and AI Employee signed up together) generates **a single commission** on its own €199 rate; if the customer signs up for the web and the AI Employee separately, each sign-up generates its own commission independently under this clause, the same as multi-number sign-ups (channel packs) of the AI Employee.

The commission **accrues per payment event** (the Stripe `invoice.paid` event), never before (there is no commission for sign-ups, demos or customers who never end up paying). Tier 1 is released with the customer's second payment and is paid in the settlement following that payment; each Tier 2 accrual is released with the corresponding payment (third through twelfth) and paid in the settlement following that payment. A payment Stripe recovers after a settlement's cutoff (the 15th or the last day of the month) falls into the next settlement: a payment recovered by a retry is never lost. The commission is paid with applicable VAT/IGIC included and the IRPF withholding applicable under the fifth clause. Each customer is governed by the commission terms in force on the date of their sign-up, with no retroactive effect.

No self-dealing. No commission accrues when the customer brought in is the COLLABORATOR itself, its spouse or partner, a relative up to the second degree, a company it holds an interest in or manages, or when the tax ID, email, phone, address, website domain or payment card matches the COLLABORATOR's, or when the COLLABORATOR pays a customer's first month out of its own pocket. ZYNERONIX checks for these matches before settling and, if one is found, cancels the commission and may terminate the agreement under the seventh clause.

No stacking with the referral programme. A given customer cannot generate both the referral programme's discount (25% for 12 months) and this agreement's commission: whichever route was registered first in ZYNERONIX's system applies. See clause sixth-bis for more detail.

Cap on pending commissions. ZYNERONIX may block the accrual of new commissions (recorded but not paid) once the COLLABORATOR accumulates **five (5) commissions pending settlement**, until they are settled or reduced below that number. This measure does not constitute a breach by ZYNERONIX.

FIFTH. — PAYMENT AND INVOICING

Payment is made by bank transfer to the IBAN provided by the COLLABORATOR itself in Schedule I (never to a third party's IBAN), in the corresponding settlement under the fourth clause.

Collaborators resident in Spain: payment is only made against an **invoice**, issued as a self-employed person or through a company. The invoice must include the personal income tax (IRPF) withholding applicable to professional/commission income under art. 95 of the Spanish IRPF Regulations: generally **15%**, or **7%** if the COLLABORATOR is within their first two years of self-employed registration and meets the requirements for that reduced rate. IGIC, where applicable, will be applied as indicated by ZYNERONIX's tax advisors in force at the time of invoicing.

Collaborators not resident in Spain: must provide an invoice or equivalent document accepted in their country, and a **tax residency certificate** (for the purposes of the applicable double-taxation treaty) before the first payment. ZYNERONIX will apply the withholding that corresponds under the tax rules applicable to the COLLABORATOR's residence (IRPF, IRNR or treaty), upon delivery of the tax residency certificate. The programme is open to collaborators from any country, provided they can invoice under their local rules.

No commission will ever be paid without the KYC form in Schedule I having first been completed, including confirmation of legal age.

SIXTH. — CANCELLATION AND REFUND OF COMMISSIONS (CLAWBACK)

An accrued commission (paid or pending payment) is cancelled and, if already paid, ZYNERONIX may claim its refund, offset it against future commissions, or create a **carry-forward negative balance** against the next settlement, when:

1. the customer requests a refund within their **30-day guarantee** (Tier 1 is cancelled and no Tier 2 ever accrues);
2. the customer cancels their subscription **before their second payment** (which prevents Tier 1, and any Tier 2, from accruing), or cancels at any point after Tier 1 has accrued (which stops Tier 2 from that point on, without affecting what has already accrued); a failed payment attempt that Stripe later recovers cancels nothing;
3. a **refund, chargeback or fraud** occurs after a commission has been paid out, creating a negative balance offset against the next settlement;

4. **self-referral** is detected (the COLLABORATOR itself, or a person or entity related to it, signing up for the service for itself, or paying a customer's first month out of its own pocket) or any equivalent fraud: the commission is void from the outset;
5. a breach of the conduct rules in the seventh clause is proven, under the regime of that same clause.

SIXTH-BIS. — EDGE CASES

Plan change. If the customer changes plan or number of licences during their first year, the pending commission from that point on is recalculated on the list price in force for the new plan.

Cancellation and resigup. If the customer cancels and signs up again ninety (90) days or more after cancelling, that resigup is treated as a new sign-up and generates no commission for the original COLLABORATOR, unless the customer signs up again through their link or code and it is recorded as such.

No stacking with referrals. This commission cannot be combined with the 25%-for-12-months discount of the referral programme: a given customer only generates one of the two advantages, whichever route was registered first in ZYNERONIX's system.

SEVENTH. — CONDUCT RULES

The COLLABORATOR undertakes to comply, at all times, with the following rules (protective clauses of the ZYNERONIX collaborator programme):

1. **Express prohibitions.** The COLLABORATOR may not, whether directly or through third parties: (a) send commercial communications by email, SMS, WhatsApp or messaging to recipients in Spain without prior, demonstrable consent; (b) make unsolicited commercial phone calls; (c) use mass or automated sending systems; (d) buy or rent contact databases; (e) bid on the "Zyneronix" brand or variants in search engines; (f) create profiles, websites or ads that appear to belong to Zyneronix; (g) promise results, income, timeframes or features not included in the official kit; (h) represent Zyneronix before third parties or sign on its behalf.
2. **Channels.** The COLLABORATOR freely chooses its channels, with the sole limit of applicable law (art. 21 LSSI, art. 66 Law 11/2022, GDPR).
3. **Exclusive liability and indemnity.** The COLLABORATOR is exclusively responsible for the methods it uses to promote the services (email, WhatsApp, calls or others), and for complying with commercial-communications law (LSSI-CE, in particular its art. 21) and data-protection law (GDPR). The COLLABORATOR will hold Zyneronix **harmless** against any penalty, claim or cost (including legal defence) arising from a breach of these rules, and will be liable for the full amount of any administrative fine imposed on Zyneronix because of its conduct.
4. **Right to audit.** Zyneronix may at any time require proof of the origin of any customer's contact (how and when it was obtained, and consent if any). Failure to provide it within 5 business days suspends payment of that commission.
5. **Immediate termination and loss of commissions.** A single proven breach of clause 1 entitles Zyneronix to terminate the agreement with immediate effect and to withhold pending commissions linked to customers brought in through such a breach.
6. **No representation or exclusive brand use.** The COLLABORATOR is not an agent, proxy or employee of Zyneronix, may not sign or negotiate on its behalf, nor change prices or terms, nor bid on Zyneronix's brand in search advertising. This is a commercial relationship governed by the Commercial Code; no exclusive territory or continuity is agreed.

7. **Data.** Any personal data the collaborator collects is processed by it as an independent controller; if shared with Zyneronix, the collaborator guarantees it was lawfully obtained and that the data subject was informed. The ninth clause of this agreement also applies.
8. **Invoicing.** Collaborators are only paid against an invoice (self-employed or company, from any country). KYC is required before the first payment.

In addition, and further to the above, the following are expressly prohibited: cold email to recipients in Spain; bulk WhatsApp messaging; cold calling to any recipient; promises of results, savings or income when presenting the service; and use of the "Zyneronix" brand in paid ads without prior written authorisation. Demonstrations are carried out by ZYNERONIX at zyneronix.com/en/try-your-bot/.

EIGHTH. — INDEMNITY

Without prejudice to the seventh clause, the COLLABORATOR will hold ZYNERONIX harmless against any claim, administrative penalty (including those from the Spanish Data Protection Agency), lawsuit or cost, including legal defence fees, arising from its acts or omissions in carrying out this collaboration, in particular from any breach of commercial-communications law (LSSI, GDPR), data-protection law or unfair-competition law. The COLLABORATOR does not promise results on ZYNERONIX's behalf and does not represent ZYNERONIX before third parties except to present its personal link or code under the first clause.

NINTH. — DATA PROTECTION

The COLLABORATOR acts towards ZYNERONIX as an **independent third party**, not as a data processor within the meaning of art. 28 GDPR: there is no data-processing agreement between the parties. ZYNERONIX **does not give the COLLABORATOR** any customer data or access to its CRM, databases or contact lists. Any personal data of a prospect (business name, contact person, phone, email) that the COLLABORATOR obtains and provides to ZYNERONIX is processed, until that prospect becomes an actual customer (effective sign-up), **under the COLLABORATOR's sole responsibility** as controller of that processing: the COLLABORATOR guarantees it was lawfully obtained, through the permitted channels of the seventh clause, and that the data subject was informed as required by applicable law. From sign-up onward, that data is processed by ZYNERONIX as controller of its own customers' data, under its general terms and its Data Processing Agreement with each customer. The COLLABORATOR's own personal data (Schedule I) is processed by ZYNERONIX solely to manage this collaboration and pay commissions.

TENTH. — TERM AND TERMINATION

This document sets the terms for each customer presentation the COLLABORATOR chooses to make. It creates no obligation to maintain any activity or relationship and has no term: each presentation is an independent mediation. Either party may terminate it at any time, without needing to state a reason, by email, without affecting commissions already accrued under the fourth clause (unless cancelled under the sixth clause). However, ZYNERONIX may terminate the agreement **with immediate effect and without notice**, and stop paying pending commissions linked to the breach, in the event of any breach of the seventh or eighth clauses, or failure to provide the KYC documentation in Schedule I.

ELEVENTH. — NO GOODWILL COMPENSATION

The parties structure each presentation as an independent commercial mediation, with no obligation to act and no continuity. Consequently, the parties expressly record that this collaboration is not continuous

or stable, is not exclusive, does not set a territory or reserved customer portfolio, and the COLLABORATOR may freely represent other brands under the third clause. Consequently, the requirements of the agency contract under Spanish Law 12/1992 are not met, and upon termination of this agreement for any reason, the COLLABORATOR will **not be entitled to goodwill compensation** (art. 28 of Law 12/1992) nor to any other indemnity, compensation for customers brought in or notice period, without prejudice to being paid accrued and non-cancelled commissions under the fourth and sixth clauses.

TWELFTH. — GOVERNING LAW AND JURISDICTION

This agreement is governed by Spanish law. For any dispute, both parties expressly submit to the **Courts of Las Palmas de Gran Canaria**, waiving any other jurisdiction that might apply to them.

SCHEDULE I — SIGN-UP AND VERIFICATION FORM (KYC)

Field	Data
Full name / company name	
Tax ID	
Address	
Country of tax residence	
IBAN (in the collaborator's own name)	
Self-employed or company?	
Confirmation of being 18 or older	
Do you currently receive unemployment benefit?	
Assigned collaborator code	

Without this form completed, ZYNERONIX will not pay any commission accrued under the fourth clause.

ACCEPTANCE AND ELECTRONIC SIGNATURE

The COLLABORATOR declares it is of legal age and has read and fully accepted these terms by checking the box below during sign-up at zyneronix.com/en/agency-partners/ or zyneronix.com/en/partners/:

☐ **I accept the Zyneronix Commission-Based Collaboration Agreement, including its conduct rules (seventh clause) and the absence of goodwill compensation (eleventh clause).**

Date of acceptance: _____

IP address of acceptance: _____