

FLYDATA PARTNER AGREEMENT

Effective Date: Upon Partner Registration

Program: FlyData Partner Program

Welcome to the FlyData Partner Program. We are pleased to have you as a FlyData Partner.

This Partner Agreement sets out the terms and conditions governing your participation in the FlyData Partner Program, including referral tracking, commissions, profit-sharing arrangements, reporting, payment, dispute resolution, confidentiality, and other matters relating to your participation in the Program.

By registering as a FlyData Partner, activating your Partner Account, accepting an invitation to participate, or continuing to participate in the Program, you acknowledge that you have read, understood, and agreed to this Agreement.

1. Partner Program

The FlyData Partner Program allows approved Partners to promote FlyData products and services through their unique referral link, referral code, Partner Account, or other approved promotional methods.

Eligible sales generated through a Partner's approved referral method may qualify for commission in accordance with the commission structure applicable to that sale.

Participation in the Program does not guarantee any minimum number of sales, customers, commissions, income, or other financial benefits.

2. Standard Commission

Partners will earn their approved commission rate, as specifically approved by FlyData, on eligible FlyData sales generated through the Partner's referral link, referral code, or Partner Account.

The applicable commission rate is determined by FlyData and may vary according to the product, destination, promotional arrangement, or other commercial considerations.

A Partner is entitled only to commissions that are properly attributed, valid, eligible, and confirmed under FlyData's applicable commission rules.

3. Partner Profit-Sharing Model

To enable FlyData to maintain competitive pricing across different markets and destinations, certain products and destinations may participate in the Partner Profit-Sharing Model.

For qualifying sales, the Partner will receive a percentage of FlyData's Gross Profit attributable to the applicable sale under the Partner Profit-Sharing Model, as displayed in the Partner Portal.

The FlyData Partner System will automatically determine the applicable commission model for each eligible transaction.

The applicable commission model will be determined based on the product, destination, plan, connectivity costs, and other commercial considerations applicable to the transaction.

4. FlyData Gross Profit

For purposes of this Agreement, FlyData Gross Profit means the amount remaining from the customer's purchase price after deducting FlyData's applicable interconnectivity backbone cost for the product or service sold.

For example, if a customer purchases a qualifying product for \$20 and FlyData's applicable interconnectivity backbone cost is \$8, the Gross Profit would be \$12. Under the Profit-Sharing Model, the Partner's commission would be 30% of the Gross Profit, which would amount to \$3.60.

Gross Profit calculations are performed automatically using FlyData's internal pricing and cost records.

The Partner acknowledges that Gross Profit is calculated at the transaction level and may vary between destinations, products, plans, and time periods.

The Partner further acknowledges that FlyData's underlying supplier costs, connectivity costs, interconnectivity backbone costs, and related commercial information are confidential and are not required to be disclosed beyond the commission information made available through the Partner Portal.

5. Qualifying Destinations and Products

The Partner Profit-Sharing Model may apply to destinations or products where FlyData's underlying connectivity or interconnectivity costs result in higher or lower margins.

Examples of higher-margin destinations include developed countries such as the USA, UK, Turkey, China, and European countries. High-margin countries yield 10% or more of the sales value. Note that the sales value includes the backbone cost to FlyData.

Examples of lower-margin destinations include a number of developing countries, such as Togo, Benin Republic, Kenya, and others. Lower-margin countries yield 20% of FlyData's Gross Profit. Note that the sales value includes the backbone cost to FlyData.

From our experience, travel traffic is higher in the higher-margin countries at a ratio of 9 to 1. Therefore, the lower-margin countries do not significantly affect the business since they are less attractive to holidaymakers or businesspeople.

This list is provided for illustration only and is not an exhaustive list.

FlyData may add or remove destinations, products, plans, or other categories from the Profit-Sharing Model based on changes in connectivity costs, supplier pricing, market conditions, promotions, or other business considerations.

6. Transparent Partner Portal

FlyData is committed to providing Partners with transparent access to their performance and commission information.

Approved Partners will have access to a Partner Portal through which they can view information including:

- Referral sales generated through their account
- Customer transactions attributed to the Partner
- Applicable commission model
- Commission rate applicable to each transaction
- Gross Profit used for qualifying Profit-Sharing transactions
- Commission earned
- Commission pending or approved
- Payment history and/or payment status
- Other relevant Partner performance information

The Partner Portal is intended to provide Partners with a clear and transparent view of their commissions.

Information displayed in the Partner Portal is generated from FlyData's records and automated commission system and will be treated as the primary business record for purposes of calculating Partner earnings, subject to correction of genuine technical, accounting, attribution, or calculation errors.

7. Commission Attribution

A sale must be properly attributed to the Partner through FlyData's approved tracking system in order to qualify for commission.

FlyData is not responsible for commissions on sales that cannot be properly attributed because of circumstances including, but not limited to:

- Use of an incorrect referral link or code
- Fraudulent or unauthorized transactions
- Cancelled, refunded, reversed, or charged-back transactions
- Transactions that cannot reasonably be verified as having originated through the Partner's approved referral method

FlyData may investigate transactions where attribution or commission eligibility is uncertain.

8. Refunds, Chargebacks, and Fraudulent Transactions

Commission will not be payable, or may be reversed or deducted from future commission balances, where a transaction is subsequently:

- Refunded;
- Cancelled;
- Charged back;
- Determined to be fraudulent;

- Determined to have resulted from abuse of the Partner Program; or
- Otherwise determined to be invalid under FlyData's applicable policies.

FlyData may withhold commissions associated with transactions under investigation until the investigation is completed.

If a commission has already been paid and the underlying transaction is subsequently refunded, cancelled, charged back, determined to be fraudulent, or otherwise determined to be invalid, FlyData may recover the corresponding commission by deducting the amount from future commissions or, where appropriate, requesting repayment from the Partner.

9. Confidentiality

Partners may have access to confidential information concerning FlyData's business, including but not limited to:

- Interconnectivity backbone costs;
- Supplier and connectivity pricing;
- Commercial agreements;
- Internal pricing structures;
- Gross Profit calculations;
- Commission calculations;
- Business strategies;
- Partner information; and
- Other non-public business information.

Such information is confidential and must not be disclosed, published, distributed, or shared with third parties without FlyData's prior written authorization.

The Partner specifically acknowledges that FlyData's interconnectivity backbone costs and underlying supplier pricing are confidential business information.

The Partner Portal may display commission-related information for the Partner's own account. Such access does not give the Partner the right to disclose FlyData's underlying costs or confidential commercial information to third parties.

The confidentiality obligations in this Section will continue after termination of the Partner's participation in the Program.

10. Commission Calculation and Records

Commission calculations are generated using FlyData's records and automated Partner Program systems.

The Partner acknowledges that FlyData's records concerning sales attribution, applicable commission models, connectivity costs, and commission calculations constitute the primary basis for determining Partner earnings.

Where there is an apparent discrepancy in the Partner Portal, the Partner may contact FlyData for review.

Any commission dispute must be submitted in writing and must identify the specific transaction, date, amount, and reason for the dispute.

FlyData reserves the right to correct genuine technical, accounting, attribution, or calculation errors.

11. Commission Disputes and Claims

To allow FlyData to investigate and resolve commission issues efficiently, a Partner must raise any dispute concerning a commission calculation within 30 days after the relevant transaction or commission statement becomes available through the Partner Portal.

A dispute must include sufficient information for FlyData to identify and investigate the transaction.

FlyData will review the relevant records and may request additional information from the Partner.

If FlyData determines that a genuine error occurred, FlyData may correct the applicable commission.

A Partner may not claim a commission solely because a customer states or believes that the customer used the Partner's referral method. Commission eligibility is determined based on FlyData's approved tracking and transaction records, as displayed in the Partner Portal.

Failure to raise a commission dispute within the applicable period may be treated as acceptance of the applicable commission calculation, except where prohibited by applicable law.

Nothing in this Section prevents FlyData from correcting an error or adjusting a commission when necessary.

12. Changes to Commission Structure

FlyData may modify the Partner Program from time to time, including:

- Standard commission rates;
- Profit-Sharing percentages;
- Qualifying destinations;
- Qualifying products;
- Eligible plans;
- Referral requirements;
- Payment procedures; and
- Other Program terms.

Changes may be made to reflect changes in interconnectivity costs, supplier pricing, market conditions, product offerings, promotional campaigns, or FlyData's business operations.

Where appropriate, material changes will be communicated to Partners through the Partner Portal, email, or other reasonable means.

Changes to the Program will not retroactively alter commissions that have already been finally approved and paid, except where an adjustment is permitted under this Agreement due to refunds, chargebacks, fraud, technical errors, accounting errors, or other valid adjustments.

13. Partner Responsibilities

Partners agree to promote FlyData honestly and responsibly and shall not:

- Make false or misleading claims about FlyData;
- Misrepresent FlyData's prices or services;
- Engage in spam or unauthorized advertising;
- Use deceptive marketing practices;
- Create fraudulent transactions;
- Attempt to manipulate referral tracking;
- Use FlyData's brand in an unauthorized manner; or
- Engage in any activity that may damage FlyData's reputation or violate applicable law.

Partners are responsible for ensuring that their promotional activities comply with applicable advertising, consumer protection, privacy, and other relevant laws and regulations.

A Partner may not represent that they are an employee, agent, representative, authorized reseller, or legal representative of FlyData unless expressly authorized by FlyData in writing.

14. Independent Relationship

Participation in the FlyData Partner Program does not create an employment, agency, joint venture, franchise, or legal partnership relationship between FlyData and the Partner.

The Partner participates as an independent marketing/referral partner.

The Partner has no authority to enter into contracts or make commitments on behalf of FlyData unless expressly authorized in writing.

15. Partner Indemnification

To the extent permitted by applicable law, the Partner agrees to indemnify and hold harmless FlyData, its affiliates, officers, directors, employees, agents, and representatives from claims, losses, damages, liabilities, costs, and reasonable expenses arising from:

- The Partner's violation of this Agreement;
- The Partner's unlawful, fraudulent, misleading, or unauthorized promotional activities;
- The Partner's violation of applicable advertising, privacy, consumer protection, or other laws;
- The Partner's unauthorized use of FlyData's intellectual property or brand;

- Claims arising from content or representations created or published by the Partner; or
- Fraudulent or abusive activity conducted through the Partner's account.

This Section does not apply to the extent that a claim is caused by FlyData's own willful misconduct or other conduct for which the Partner cannot legally be required to provide indemnification.

16. Limitation of Liability

To the maximum extent permitted by applicable law, FlyData will not be liable to a Partner for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost business opportunities, or anticipated commissions arising from participation in the Partner Program.

To the maximum extent permitted by applicable law, FlyData's total liability arising out of or relating to the Partner Program or this Agreement will not exceed the total commissions actually paid or payable to the Partner during the 12-month period immediately preceding the event giving rise to the claim.

Nothing in this Agreement limits liability that cannot lawfully be limited under applicable law.

17. Program Termination

Either FlyData or the Partner may terminate participation in the Partner Program in accordance with applicable Program procedures.

FlyData may suspend or terminate a Partner Account where it reasonably believes that the Partner has engaged in fraud, abuse, misconduct, violation of this Agreement, violation of applicable law, or other activity that may negatively affect FlyData or the integrity of the Partner Program.

Other reasons may include a dormant Partner Account, failure to comply with Program requirements, or prolonged inactivity.

FlyData may suspend a Partner Account while investigating suspected fraud, abuse, tracking manipulation, or other violations of this Agreement.

Any valid, undisputed commissions earned before termination will be handled in accordance with FlyData's applicable payment procedures, subject to refunds, chargebacks, fraud investigations, or other permitted adjustments.

Termination does not eliminate any rights or obligations that accrued before termination.

18. Dispute Resolution

The Partner and FlyData agree to first attempt in good faith to resolve any dispute arising from or relating to this Agreement through direct communication.

Before commencing formal legal proceedings, the party raising the dispute should provide written notice describing the dispute and the requested resolution.

The parties will have a reasonable opportunity to resolve the dispute before formal proceedings are initiated, except where immediate legal action is reasonably necessary to protect confidential information or intellectual property, prevent fraud, or obtain emergency relief.

To the extent permitted by applicable law, any dispute that cannot be resolved through good-faith discussions may be submitted to binding arbitration in the State of New Mexico, unless the parties agree otherwise in writing.

The arbitration provision will be interpreted and enforced in accordance with applicable law.

Nothing in this Section prevents FlyData from seeking temporary, preliminary, or emergency injunctive relief from a court of competent jurisdiction where necessary to protect confidential information or intellectual property, prevent fraud, or protect the integrity of the Partner Program.

19. Governing Law and Jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico, without regard to conflict-of-law principles, except to the extent that applicable law requires otherwise.

Subject to the dispute-resolution provisions of this Agreement, the parties agree that courts located in New Mexico will have jurisdiction over matters arising from or relating to this Agreement.

20. Electronic Acceptance and Communications

The Partner agrees that electronic acceptance of this Agreement, including by clicking an "I Agree," "Accept," or similar button, completing Partner registration, activating a Partner Account, or continuing to participate in the Program, constitutes acceptance of this Agreement.

Electronic records, account records, Partner Portal records, emails, and other electronic communications maintained by FlyData may be used as evidence of the Partner's participation, transactions, communications, and acceptance of this Agreement.

The Partner agrees that FlyData may communicate Program notices, commission information, policy updates, and other relevant information electronically through the Partner Portal, email, or other electronic means.

21. Entire Agreement and No Reliance on Outside Statements

This Agreement, together with any applicable Partner Program policies, commission schedules, and terms displayed within the Partner Portal, constitutes the entire agreement between FlyData and the Partner concerning participation in the FlyData Partner Program.

The Partner acknowledges that they are relying on the terms contained in this Agreement and applicable Program materials and not on informal statements, promises, representations, or understandings made outside those materials.

Any amendment, waiver, or modification to this Agreement must be made or authorized by FlyData in writing or through an official electronic update to the Partner Program terms.

22. Severability

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, that provision will be modified or limited to the minimum extent necessary to make it enforceable, where permitted by law.

The remaining provisions of this Agreement will continue in full force and effect.

23. No Waiver

A failure or delay by FlyData in enforcing any provision of this Agreement will not constitute a waiver of FlyData's right to enforce that provision or any other provision in the future.

24. Survival

Any provisions that by their nature should continue after termination of the Partner's participation in the Program will survive termination, including provisions relating to confidentiality, commission adjustments, indemnification, limitation of liability, dispute resolution, governing law, and accrued rights and obligations.

25. Acceptance of Agreement

By registering for the FlyData Partner Program, activating a Partner Account, accepting an invitation to participate, or continuing to participate in the Program, the Partner confirms that they:

1. Have read and understood this Agreement;
2. Agree to comply with the terms of this Agreement;
3. Understand that commission rates may vary by product and destination;
4. Understand that certain sales may be subject to the Partner Profit-Sharing Model;
5. Understand that the Partner Portal provides transparency into applicable sales and commission calculations;
6. Agree to FlyData's use of its automated system to determine applicable commissions;
7. Agree to the commission dispute procedures contained in this Agreement;
8. Agree to maintain the confidentiality of FlyData's confidential business information; and
9. Understand that participation in the Program does not guarantee any minimum level of commissions, sales, or income.

26. Final Provision

FlyData is committed to maintaining a fair, transparent, and sustainable Partner Program that rewards Partners for generating genuine sales while allowing FlyData to maintain competitive prices across global connectivity markets.

This Agreement, together with any applicable Partner Program policies and terms displayed within the Partner Portal, governs participation in the FlyData Partner Program.

By joining the FlyData Partner Program, you agree to these terms.

FLYDATA

FlyData Partner Program

International Travel eSIM & Connectivity