

DIGIFY PARTNER PROGRAM AGREEMENT

Version 1.2. Last updated October 21, 2026.

This Partner Program Agreement (the “Agreement”) is between Digify Platforms, Inc., a Delaware corporation with its principal office at 18117 Biscayne Boulevard, Suite 1131, Miami, Florida 33160 (“Digify”), and the person or business that applies to and is accepted into the Digify Partner Program (“Partner” or “you”).

Background

Digify builds consumer apps, starting with PalabraFlow, an app for learning Mexican Spanish. Digify runs one partner program for people and businesses that recommend its apps. A partner can earn commissions on subscriptions it refers (Path A), buy prepaid passes for its clients (Path B), or include member seats in its own paid offer (Path C). These General Terms apply to every partner, and the Schedules add the terms for each path and each app.

1. How This Agreement Works

1.1 Parts of the Agreement. This Agreement consists of these General Terms, Schedule A (PalabraFlow Product Schedule), Schedule B (Path A Referral Commissions), Schedule C (Path B Prepaid Access Passes), Schedule D (Path C Membership Seats), each Order you sign in the form of Exhibit 2 or Exhibit 3, any Creator Sponsorship Addendum you sign in the form of Exhibit 1, and the Program Guidelines.

1.2 Your Paths. You take part only in the paths Digify approves for you in your Enrollment Record. A Schedule for a path you have not joined does not apply to you. You may apply for another path at any time.

1.3 Order of Precedence. If parts of this Agreement conflict, they control in this order: (a) a signed Creator Sponsorship Addendum or Order, but only for a term that expressly states that it overrides a named section of this Agreement, (b) the Schedule for the relevant path, (c) the Product Schedule for the relevant app, (d) these General Terms, and (e) the Program Guidelines. The Program Guidelines may set brand, disclosure, and operating rules. They may not reduce a commission, change a payment term, or add a payment obligation.

1.4 Other Digify Apps. Digify may add a Product Schedule for another app by posting it on the Program Terms Page and sending you notice. A new Product Schedule applies to you only for the app it covers and only once you start promoting that app.

2. Definitions

Capitalized terms used in more than one place have these meanings. Terms used only in one Schedule are defined there.

- (a) “Approved Trial Wording” means the trial and renewal wording set out in the relevant Product Schedule.
- (b) “Attribution Lock” means the point at which a Referred Customer is assigned to one partner under Schedule B.

- (c) “Customer” means an end user who has a PalabraFlow account or a subscription to a Digify app.
- (d) “Enrollment Record” means the online record of your application, approval, approved paths, payout details, tax status, and accepted version of this Agreement.
- (e) “Order” means an order form for passes or seats that you sign and Digify accepts in writing.
- (f) “Partner Link” means the unique link or QR code Digify issues to you, and “Partner Code” means the short code Digify issues to you.
- (g) “Payout Provider” means Wise or any other lawful payment provider Digify selects to send payments to partners.
- (h) “Program Guidelines” means the brand, content, and disclosure guidelines Digify posts on the Program Terms Page.
- (i) “Program Terms Page” means the partner web page at <https://digifyplatforms.com/partners/terms> where Digify posts the current version of this Agreement, the Schedules, and the Program Guidelines.
- (j) “Store” means the Apple App Store or Google Play, or another app store Digify adds by notice.
- (k) “Supported Country” means a country listed as supported in the relevant Product Schedule.
- (l) “Approved Welcome Plus Wording,” “Referred Customer,” “Trial,” “Validation Period,” and “Welcome Plus” have the meanings given in Schedules A and B.

3. Joining the Program

3.1 Application and Approval. You apply online through the partner sign-up page. Digify reviews each application against the written criteria posted on the Program Terms Page and may approve or decline it. Digify will respond within 30 days after you submit a complete application. Your participation starts when Digify sends you an approval notice naming your approved paths.

3.2 Eligibility. To take part, you must meet each of these requirements during the whole term:

- (a) you are at least 18 years old and have reached the age of majority where you live,
- (b) you live in a Supported Country or, if you are a business, you are organized in a Supported Country,
- (c) neither you nor any owner of 50% or more of your business appears on a United States sanctions list, and you are not owned 50% or more, directly or indirectly, by one or more persons on those lists,
- (d) if you accept for a business, you have authority to bind that business, and
- (e) the information you give Digify is accurate and complete.

3.3 Acceptance and Records. You accept this Agreement by checking the acceptance box and clicking the accept button on the sign-up page, or by signing it. Digify records your name,

business name, email address, the version you accepted, and the date and time of acceptance, and Digify sends you a copy you can keep. Each party agrees that electronic records and electronic signatures have the same effect as paper records and handwritten signatures.

3.4 Keeping Your Information Current. You will keep your Enrollment Record accurate and will update it within 30 days after any change to your name, business form, country, payout details, or tax status.

3.5 Country Activation. Digify may delay or pause activation of partners in a Supported Country until Digify completes the tax, invoicing, payout, and advertising setup that country requires. Digify will tell you in writing when your country is active for each path.

4. Your Relationship with Digify

4.1 Independent Business. You run your own business. You decide how, when, and where you promote Digify apps, which channels you use, what content you create, and how much time you spend. You supply your own tools and pay your own expenses. You may promote other products, including competing apps. Digify controls only the use of its brand, the accuracy of claims about its apps, required disclosures, data security, and compliance with law.

4.2 Your Role on Each Path. On Path A, you are an independent contractor who refers customers. On Path B, you are a customer that buys passes and gives them to your own clients. On Path C, you are a business customer that includes PalabraFlow access in your own paid offer. If you sign a Creator Sponsorship Addendum, you are an independent content creator for that campaign.

4.3 No Agency. This Agreement does not create an employment, agency, partnership, joint venture, or franchise relationship. You may not sign contracts, make promises, give warranties, or collect money for Digify. You receive no salary or employee benefits from Digify. You are responsible for anyone who works for you on the program.

5. Brand License and Content

5.1 License to Use Digify Marks. Digify grants you a limited, nonexclusive, nontransferable, revocable, royalty-free license to use the names, logos, screenshots, and other brand assets Digify supplies through the partner dashboard (the “Digify Marks”) only to promote the apps in your approved paths during the term. You will use only the assets Digify supplies and will follow the Program Guidelines.

5.2 Brand Restrictions. You may not alter the Digify Marks, register a domain name, social media handle, or app name that contains a Digify Mark or anything confusingly similar, or suggest that Digify endorses your business beyond this program.

5.3 Your Marks. You grant Digify a nonexclusive, royalty-free license to display your name and logo in partner listings and program materials, if you approve the listing. You may withdraw that approval by notice, and Digify will remove the listing within 10 business days.

5.4 Ownership and Feedback. Digify and its licensors own the apps, the Digify Marks, and all related content. You own the content you create, subject to any license you grant in a Creator

Sponsorship Addendum. If you send Digify suggestions about its apps or program, Digify may use them without paying you, but this does not give Digify rights in your pre-existing content or your Confidential Information.

5.5 Stopping a Use. You will stop any use of the Digify Marks within 5 business days after Digify asks in writing, or within 24 hours if Digify says the use creates a legal or Store compliance problem.

6. Marketing Rules

6.1 Truthful Claims. You may make only claims about Digify apps that appear in Digify approved materials or that you can support with evidence. You may not promise learning results, such as fluency within a set time. If you describe your own experience with an app, it must reflect your real use. If you present yourself as a teacher or expert, your statements must reflect your real expertise. You may not describe how Digify collects, uses, or shares Customer data in a way that conflicts with the PalabraFlow Privacy Policy. When you discuss privacy or data use, you must link to the PalabraFlow Privacy Policy.

6.2 Disclosure of Your Connection to Digify. Each promotion must disclose your connection to Digify in the promotion itself, near the recommendation, in the language of the promotion, and in a way that is easy to see, hear, and understand. Your connection includes commissions, a production fee, free or discounted access, and any other benefit Digify gives you. In video and live content, the disclosure must appear on screen and be spoken. A disclosure only in your profile or bio does not satisfy this section. The Program Guidelines set out approved disclosure wording for each platform.

6.3 Free Offer and Price Wording. Whenever a promotion mentions a free trial, a discount, or a price, you will use the Approved Trial Wording. That wording states the trial length, who qualifies, the price after the trial, the billing interval, that the subscription renews automatically until cancelled, and how to cancel. Whenever a promotion mentions Welcome Plus, you will use the Approved Welcome Plus Wording. You may describe a Digify app as free only with the Approved Trial Wording or the Approved Welcome Plus Wording, and you may not present Welcome Plus as a Trial or as a subscription.

6.4 Prohibited Methods. You may not:

- (a) send unsolicited bulk email or direct messages, or promote by text message or phone call unless Digify approves it in writing,
- (b) bid on a Digify Mark, a misspelling of one, or an app name as a paid search keyword, or use a Digify Mark in paid ad text without Digify written approval,
- (c) promise or guarantee learning results,
- (d) pay or reward anyone to install an app, register, start a trial, or post a review, or offer any reward tied to a positive review,
- (e) refer yourself, your household members, or your employees, or create fake or duplicate accounts,

- (f) use bots, cookie stuffing, forced clicks, hidden links, or any method that creates a Referral Event without a real person choosing to follow your Partner Link or enter your Partner Code,
- (g) impersonate Digify, Apple, or Google, or suggest that either Store endorses you,
- (h) direct promotions to people under 18 or place them in channels made for children,
- (i) post your Partner Code on coupon or deal websites without Digify written approval,
- (j) ask a customer to pay outside the Store for a subscription the Store sells, or
- (k) place Digify apps next to content that is unlawful, hateful, sexually explicit, or that promotes violence.

6.5 Email and Messaging Laws. When you email people about a Digify app, you will follow the CAN-SPAM Act and any other law that applies to you, including accurate sender and subject information, a valid postal address, and a working opt-out that you honor within 10 business days. You are responsible for the lists and leads you collect.

6.6 Review and Correction. Digify may review your promotions at any time. You will keep a copy of each promotion and its disclosure for 3 years after you publish it and will give Digify a copy on request. If Digify tells you that a promotion breaks this Section 6, you will correct or remove it within 48 hours. Digify review or approval does not make Digify responsible for content you create.

6.7 Real Estate and Settlement Services. If you work in real estate, mortgage lending, title, escrow, or another settlement service, you may not tie any pass, commission, or other Digify benefit to the referral of settlement service business, and you will not condition a pass on a client using a particular lender, title company, or other settlement provider.

6.8 Ended or Changed Offers. If Digify ends or changes Welcome Plus or another offer described in Digify approved materials, Digify will notify you by email. Within 5 business days after the notice, you will update or remove each promotion you control that presents the ended or changed offer as available, including pinned posts, link pages, and active paid ads. For content you cannot edit after release, such as a published podcast episode or printed material, you will update the description or show notes where the platform allows and stop distributing the old version.

7. Customer Data and Privacy

7.1 What You Receive. Digify gives you aggregate reports only, such as the number of registrations, trials, paid customers, pass redemptions, and active seats tied to you, and the commissions you earned. Digify does not give you a Customer's name, contact details, IP address, device identifier, usage, or learning progress unless that Customer gives permission in the app.

7.2 Your Own Leads. Personal information you collect yourself, such as your email list or your client list, is yours and is your responsibility. You need a lawful basis and any required notice or consent to collect and use it. You will not send Digify personal information about anyone except as Schedule D requires for seat assignment.

7.3 Partner Data. Digify collects your identity, contact details, tax forms, payout details, and the attribution logs for your Partner Link and Partner Code. Digify uses that information to run the program, pay you, meet tax and sanctions duties, and prevent fraud, as described in the Digify Partner Privacy Notice.

7.4 Security and Incidents. Each party will use reasonable security measures to protect personal information it receives under this Agreement. Each party will notify the other without undue delay, and within 72 hours, after discovering unauthorized access to personal information that came from the other party, and will cooperate on any notice the law requires.

7.5 Privacy Law Terms. If a privacy law requires a contract term for personal information one party shares with the other, the parties will follow the data terms Digify posts on the Program Terms Page. You will not sell or share any personal information you receive from Digify.

7.6 Adults Only. Digify apps in this program are for adults. You will not offer passes or seats to anyone under 18 or to a school serving students under 18 unless Digify agrees in a separate signed writing.

8. Payments, Taxes, and Records

8.1 Currency. Commissions and fees are earned and recorded in US dollars. Digify pays in US dollars or, where the Payout Provider supports it, in your local currency. For a payment in Mexican pesos, Digify shows you the US dollar amount, the exchange rate the Payout Provider uses, and the peso amount before the payment is sent.

8.2 Payout Provider and Fees. Digify pays through the Payout Provider into the bank account in your Enrollment Record. You may need to accept the Payout Provider terms for receiving payments. Digify pays the Payout Provider's standard transfer fee. Any currency conversion cost the Payout Provider charges comes out of the converted amount, and your own bank's receiving fees are yours.

8.3 Failed Payments. If a payment fails or is returned, Digify will notify you and hold the amount until you update your payout details, and then pay it in the next payout run. A held amount remains yours. If you do not claim it, Digify will handle it as unclaimed property law requires.

8.4 Tax Forms and Withholding. Before your first payment, you will give Digify a valid IRS Form W-9 if you are a United States person, or the correct IRS Form W-8BEN or W-8BEN-E if you are not, along with the country where you perform your services. You will give Digify an updated form within 30 days after any change. Digify may withhold taxes the law requires and will report payments as the law requires. If a required form is missing or expired, Digify will hold your payments until you provide it, and the held amounts remain yours.

8.5 Taxes. Each party pays its own income taxes. You are responsible for all taxes on amounts Digify pays you, including taxes in your own country. Tax forms and reports Digify sends you are not tax advice.

8.6 Offsets. Digify may subtract from a payment only (a) a commission reversed under Schedule B and (b) an undisputed amount you owe Digify under an Order. Each payment statement will list every offset and the reason for it.

8.7 Statements and Questions. Digify will post a monthly statement for you in the partner dashboard. If you believe an attribution or amount is wrong, you may submit a written question within 90 days after the statement date. Digify will review its records and give you a written answer, with the reason, within 30 days. The answer will include only the aggregate and non-identifying information Section 7.1 allows. When Digify bases a decision on fraud or technical signals, Digify will describe the type of signal and the result, and will not disclose IP addresses or device identifiers. Digify will correct any error it finds, whether the error favors you or Digify. This review process does not limit your rights under Section 13.

8.8 Program Records. Digify will keep the attribution, acceptance, and payout records for your account for as long as any amount may still become payable to you and for any longer period the law requires.

9. Changes to the Program

9.1 Notice of Changes. Digify may change the Schedules, the Product Schedules, and the Program Guidelines by posting the change on the Program Terms Page and emailing you at least 30 days before the change takes effect. Each change applies only from its effective date.

9.2 Protected Economics. No change will (a) lower the commission rate or shorten the commission window for a Referred Customer whose Attribution Lock occurred before the effective date, (b) change an Order Digify already accepted, or (c) reduce any amount already earned.

9.3 Changes Needing Your Acceptance. A change to Sections 4, 8, 10, 12, or 13 takes effect for you only if you accept it. Until you accept, the prior version of those Sections continues to apply to you, and either party may end the Agreement under Section 10.2.

9.4 Changes Required by Law or a Store. Digify may make a change that a law, regulator, or Store requires on shorter notice. Digify will give you notice as soon as it can and will explain the reason.

9.5 Your Right to Leave. If you do not agree to a change, you may end this Agreement by notice before the change takes effect, and Section 10.6(a) applies.

10. Term, Suspension, and Termination

10.1 Term and Pilot. This Agreement starts when Digify sends your approval notice and continues until either party ends it. The first 90 days after Digify launches the program are a pilot period. At the end of the pilot, Digify may continue the program, change it under Section 9, or end it under Section 10.5. The end of the pilot does not end any commission window that already started.

10.2 Ending for Any Reason. Either party may end this Agreement, or one path, on 30 days' written notice.

10.3 Suspension. Digify may suspend your new Referral Events, Orders, or payouts by written notice if it reasonably suspects fraud, a prohibited method, a sanctions concern, a breach of Section 6 or 7, or a missing tax form. The notice will state the reason. Digify will complete its review within 30 days and will then lift the suspension or end this Agreement under Section 10.4. A suspension affects only the amounts tied to the issue, and Digify will keep paying your other earned amounts.

10.4 Ending for Cause. Either party may end this Agreement by notice if the other party materially breaches it and does not cure the breach within 15 days after notice. Digify may end this Agreement immediately by notice if you commit fraud, if you become subject to sanctions, or if you break Section 6 again after receiving notice of an earlier breach of Section 6.

10.5 Ending the Program. Digify may end the program, or one path, for all partners on 60 days' notice.

10.6 What Happens When the Agreement Ends. The effect of ending depends on the reason:

- (a) If the Agreement ends under Section 9.5, 10.2, or 10.5, or at the end of the pilot, Digify will keep paying commissions on each Referred Customer whose Attribution Lock occurred before the end date, for the rest of that customer's commission window ("Tail Commissions").
- (b) If Digify ends the Agreement under Section 10.4 because of your uncured breach, Digify will pay commissions on paid charges made before the end date, less permitted offsets, and no Tail Commissions are owed.
- (c) If Digify ends the Agreement for fraud, Digify may reverse the commissions tied to the fraud. Digify will pay your other earned commissions, less permitted offsets, within 60 days after the end date.
- (d) If you end the Agreement under Section 10.4 because of Digify's uncured breach, Section 10.6(a) applies.
- (e) Digify will pay any final balance, including a balance under the US\$50 minimum, within 60 days after the last commission owed to you completes its Validation Period.
- (f) Accepted Orders, redeemed passes, and seat members are handled under Schedules C and D. Customers keep their own accounts and subscriptions.
- (g) You will stop new use of the Digify Marks and remove your Partner Links within 30 days. You may leave older content up if it has no Partner Link and does not suggest a current relationship.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means nonpublic information one party shares with the other under this Agreement that is marked confidential or that a reasonable

person would understand to be confidential, including pricing, Order terms, product plans, and attribution methods. It does not include information that is public through no fault of the receiving party, that the receiving party already knew, or that the receiving party develops on its own.

11.2 Use and Protection. The receiving party will use Confidential Information only to perform this Agreement, will protect it with at least reasonable care, and will share it only with its own staff, contractors, and advisers who need it and who are bound by similar duties. If the law requires disclosure, the receiving party will give prompt notice where the law permits and will disclose only what is required. These duties last for 3 years after this Agreement ends, and for trade secrets, as long as they remain trade secrets.

11.3 Whistleblower Notice. An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a government official or to an attorney, solely to report or investigate a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding.

12. Warranties, Indemnity, and Liability

12.1 Mutual Promises. Each party promises that it has the authority to enter into this Agreement and that it will comply with the laws that apply to its own activities under this Agreement.

12.2 Your Promises. You promise that your content is original or properly licensed, that it does not infringe anyone's rights, and that the information in your Enrollment Record is accurate.

12.3 Digify's Promises. Digify promises that it has the right to license the Digify Marks to you, and that the claims and prices in its approved materials are accurate when Digify supplies them.

12.4 Disclaimer. Except as stated in this Agreement, Digify provides its apps, the partner dashboard, and tracking tools to you as is. Digify does not promise any level of earnings or uninterrupted tracking, and the Stores control billing and app availability. This section does not limit the rights a Customer has under the app's own terms or under law.

12.5 Your Indemnity. You will defend Digify against third-party claims, and pay the resulting damages, costs, and reasonable attorney fees, to the extent they arise from (a) your promotions or content, (b) your breach of Section 6 or 7, (c) your relationship with your own clients or members, or (d) taxes on amounts paid to you.

12.6 Digify's Indemnity. Digify will defend you against third-party claims, and pay the resulting damages, costs, and reasonable attorney fees, to the extent they arise from (a) a claim that the Digify Marks or approved materials infringe someone's rights, (b) your accurate, unchanged use of Digify approved claims, the Approved Trial Wording, or the Approved Welcome Plus Wording, including a promotion published while Welcome Plus was available that you update or remove within the period Section 6.8 allows, (c) Digify's breach of Section 7, or (d) the operation of a Digify app.

12.7 Indemnity Process. The party seeking defense will give prompt written notice of the claim, although a delay relieves the defending party only to the extent the delay harms its defense. The

defending party controls the defense with counsel reasonably acceptable to the other party. The other party will cooperate at the defending party's cost and may join with its own counsel at its own cost. The defending party may not settle a claim in a way that admits fault for the other party or puts obligations on it without that party's written consent.

12.8 Excluded Damages. Neither party is liable for lost profits or for indirect, special, incidental, consequential, or punitive damages.

12.9 Liability Cap. Each party's total liability under this Agreement will not exceed the greater of (a) US\$1,000 and (b) the total amounts paid and payable between the parties under this Agreement in the 12 months before the event giving rise to the claim. Each party's total liability for its indemnity obligations under Section 12.5 or 12.6 is subject to a separate limit and will not exceed the greater of (a) US\$10,000 and (b) 3 times the total amounts paid and payable between the parties under this Agreement in the 12 months before the event giving rise to the claim. This separate limit does not apply to fraud or willful misconduct.

12.10 Exceptions to the Limits. Sections 12.8 and 12.9 do not apply to (a) the indemnity obligations in Sections 12.5 and 12.6, which are subject only to the separate limit in Section 12.9, (b) a breach of Section 7 or 11, (c) misuse of the other party's trademarks or content, (d) fraud or willful misconduct, (e) amounts owed under this Agreement, or (f) liability the law does not allow to be limited.

12.11 Legal Duties. Nothing in this Agreement shifts a party's own legal duties to a regulator or a Customer onto the other party.

13. Disputes

13.1 Informal Resolution. Before starting mediation or arbitration, a party will send the other a written notice describing the dispute. The parties will try in good faith to resolve it for up to 14 days after the notice.

13.2 Mediation. If the dispute is not resolved within those 14 days, either party may start mediation with a mediator both parties agree on. Mediation will take place by video conference and will last no more than 30 days after the request, unless both parties agree to extend it. The parties will split the mediator's fees equally, and each party pays its own attorney fees.

13.3 Arbitration. If mediation does not resolve the dispute, either party may start binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. If either party lives or is organized outside the United States, the arbitration will be administered by the International Centre for Dispute Resolution under its International Arbitration Rules. One arbitrator will decide the dispute. The legal seat of arbitration is Miami, Florida, and hearings will take place by video conference unless the arbitrator orders otherwise. The arbitration will be conducted in English. Filing and arbitrator fees follow the applicable rules, and the arbitrator may reallocate them in the award. Judgment on the award may be entered in any court with jurisdiction.

13.4 Exceptions. Either party may bring an individual claim in small claims court. Either party may also ask a court for emergency relief to protect its trademarks, content, or Confidential Information. Any court action permitted by this Agreement will be brought in the state or federal courts in Miami-Dade County, Florida.

13.5 Individual Claims Only. Each party may bring claims only in its individual capacity and not as a plaintiff or class member in a class, collective, or representative proceeding.

13.6 Governing Law. Florida law governs this Agreement, without regard to conflict of law rules, and the Federal Arbitration Act governs Section 13. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Mandatory laws of the place where you live continue to apply where they cannot be waived by contract.

14. General Terms

14.1 Notices. Notices under this Agreement will be sent by email. Digify will send notices to the email address in your Enrollment Record. You will send notices to Digify at partners@digifyplatforms.com. A notice is received on the business day after it is sent, unless the sender receives a delivery failure message.

14.2 Language. This Agreement is written in English, and the English version controls. Any translation is for convenience only.

14.3 Assignment. You may not assign this Agreement without Digify's written consent. Digify may assign it to an affiliate or to a successor in a merger, acquisition, or sale of the business, with notice to you, and the assignee takes on Digify's obligations, including commissions already earned.

14.4 Events Outside a Party's Control. Neither party is responsible for a delay caused by events outside its reasonable control, including Store outages, internet failures, and government action. This section does not excuse a payment obligation for more than 30 days.

14.5 Apple and Google. Apple and Google are not parties to this Agreement and have no obligations under it. Store rules control how apps are sold, billed, and accessed.

14.6 Sanctions. Neither party will use this program to deal with any person, country, or region subject to United States sanctions. Digify may block or refuse a payment the law prohibits.

14.7 Severability and Waiver. If a court or arbitrator finds part of this Agreement unenforceable, that part will be enforced to the maximum extent permitted, and the rest of the Agreement continues. A party does not waive a right by failing to enforce it.

14.8 Entire Agreement. This Agreement is the entire agreement between the parties about the program and replaces all earlier proposals and discussions about it.

14.9 No Third-Party Beneficiaries. No one other than the parties has rights under this Agreement.

14.10 Survival. Sections 5.4, 7, 8, 10.6, 11, 12, 13, and 14, and any obligation to pay Tail Commissions, survive the end of this Agreement.

Acceptance

Partners accept this Agreement online under Section 3.3. A partner that signs on paper may sign below.

DIGIFY PLATFORMS, INC.	PARTNER
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Business name (if any): _____
Date: _____	Date: _____

SCHEDULE A

PALABRAFLOW PRODUCT SCHEDULE

A.1 The App. PalabraFlow is a mobile app for iOS and Android that teaches Mexican Spanish through about 1,000 phrases organized into 40 real-life situations.

A.2 Plans and United States List Prices. Customers subscribe through the Store at the prices the Store displays. The current United States list prices are:

Plan	Billing	US list price
Plus	Monthly	US\$14.99
Plus	Annual	US\$119.00
Fluency (includes the AI tutor)	Monthly	US\$24.99
Fluency (includes the AI tutor)	Annual	US\$199.00

Prices in other countries, including Mexico, differ. Commissions are calculated from the actual Store transaction, not from these list prices.

A.3 Free Trial. New subscribers to Plus Monthly and Plus Annual receive a 7-day free trial (a “Trial”), limited to one trial per customer. The Store runs the trial and charges the customer automatically when the trial ends unless the customer cancels before then.

A.3A Welcome Plus. While Digify offers it, a person who opens PalabraFlow for the first time on a device that has not used PalabraFlow before receives 7 days of PalabraFlow Plus at no charge (“Welcome Plus”). Devices Digify recorded before October 18, 2026 do not qualify. Welcome Plus starts automatically when the app first opens on a qualifying device, requires no payment details, account, or Store purchase, does not renew, and ends automatically after 7 days. Welcome Plus is limited to one per device, and Digify decides eligibility. Welcome Plus is a free period under Section B.8(f) and is not a Trial. Receiving Welcome Plus does not create an Attribution Lock under Section B.4 and does not count as a Trial under Section B.5(a). After Welcome Plus ends, the Customer may keep using the limited free version of PalabraFlow or subscribe through the Store, and Section A.3 applies if the Store finds the Customer eligible for a Trial. Digify may end or change Welcome Plus at any time by emailing partners, and the 30-day notice in Section 9.1 does not apply. A person who already started Welcome Plus keeps it until it ends. Section 6.8 governs updates to your promotions after Digify ends or changes Welcome Plus.

A.4 Approved Trial Wording. Use one of these versions whenever a promotion mentions the free trial or a price. Adjust the prices only to the Store prices for the country you are promoting in.

- (a) Full version. “New subscribers get a 7-day free trial of PalabraFlow Plus. After the trial, Plus costs \$14.99 a month or \$119 a year, plus any tax, and renews automatically until you cancel. Cancel in your App Store or Google Play

subscription settings at least 24 hours before the trial ends to avoid being charged. One free trial per customer. US prices shown.”

- (b) Short version, for posts with limited space. “7 days free for new subscribers, then \$14.99/month or \$119/year. Renews automatically until you cancel. Cancel anytime in App Store or Google Play settings.”

A.4A Approved Welcome Plus Wording. Use one of these versions (the “Approved Welcome Plus Wording”) whenever a promotion mentions Welcome Plus. If the promotion also mentions a subscription price or the Trial, include the Approved Trial Wording in Section A.4 as well.

- (a) Full version. “New to PalabraFlow? Get 7 days of PalabraFlow Plus free the first time you open the app on a device that has not used PalabraFlow before. No card or sign-up needed, and it does not renew. One per device. When the 7 days end, keep using a limited free version of PalabraFlow or choose a subscription in the app.”
- (b) Short version, for posts with limited space. “7 days of Plus free the first time you open PalabraFlow on a new device. No card needed. Doesn’t renew. One per device.”

A.5 Approved Positioning. PalabraFlow helps people speak Mexican Spanish in real conversations, using phrases drawn from real Mexican conversation. Partners may not describe PalabraFlow as test preparation, as a certification, or as guaranteeing fluency within any period. For Path C, PalabraFlow is positioned as practice between lessons, and the AI tutor supports practice and does not replace a teacher.

A.6 Supported Countries. The United States and Mexico, subject to Section 3.5.

SCHEDULE B

PATH A REFERRAL COMMISSIONS

B.1 How Path A Works. You share your Partner Link or Partner Code. A customer installs PalabraFlow and subscribes through the Store at the normal price. The app records the referral automatically, and a customer may also enter your Partner Code through one optional link at the point of purchase. Digify calculates commissions only from the payment records the Stores send Digify.

B.2 Referral Event and Attribution Window. A “Referral Event” occurs when a person follows your Partner Link or scans your QR code, or enters your Partner Code in the app. That person becomes your “Referred Customer” if they register in the app, start a Trial, or make a first paid purchase within 60 days after the Referral Event (the “Attribution Window”). Day 1 is the day after the Referral Event, and the Attribution Window ends at 11:59 p.m. Eastern Time on day 60.

B.3 Competing Referrals. Each Customer is credited to one partner only. If more than one partner has a Referral Event for the same person, the partner with the most recent Referral Event before the Attribution Lock receives the credit. A Partner Code entered at the point of purchase counts as a Referral Event at the moment it is entered. Section B.4A is the only case in which a Referral Event may be recorded after the event that creates an Attribution Lock.

B.4 Attribution Lock. Attribution locks when the Referred Customer starts a Trial or, if there is no Trial, when the first paid charge succeeds. After the lock, Digify will not reassign the Customer except to correct a documented tracking error or fraud. If a Trial ends without a paid charge, the lock ends, and any later subscription is attributed under Sections B.2 and B.3 at that time.

B.4A Late Code Entry. If a Customer enters your Partner Code in the app within 7 days after starting a Trial or, if there is no Trial, within 7 days after the first paid charge succeeds, and no partner holds an Attribution Lock for that Customer when the code is entered, the entry counts as a Referral Event that occurred immediately before the Trial start or first paid charge, and the Attribution Lock is assigned to you. Only a Partner Code typed into the app qualifies. A Partner Link followed or a QR code scanned after the Trial start or first paid charge does not qualify. A late code entry never replaces an Attribution Lock another partner already holds, and once the Attribution Lock is assigned to you under this section, a later code entry by another partner does not change it. Sections B.5 and 6.4 still apply.

B.5 Customers Who Do Not Count. No commission is earned for (a) anyone who had a paid PalabraFlow subscription or a Trial before the Referral Event (Welcome Plus does not count), (b) you, your household members, or your employees, (c) duplicate or fake accounts, (d) Customers acquired through a method Section 6.4 prohibits, (e) Customers outside a Supported Country, (f) seat members while they hold a seat, or (g) pass recipients during their pass access. Activity from app store review, test, or Digify-controlled devices is not a Referral Event and does not create an Attribution Lock.

B.6 Commission Rate. The standard rate is 25% of Net Receipts. The preferred rate is 30% of Net Receipts. You qualify for the preferred rate when at least **10** of your Referred Customers have active paid subscriptions in each of **3** consecutive calendar months. The preferred rate applies to payments collected starting the first day of the month after you qualify. If you stop meeting the test, Digify may return you to the standard rate on 30 days' notice, and the change applies only to later payments.

B.7 Net Receipts. "Net Receipts" means the money Digify actually receives from the Store for a Referred Customer's subscription payment, after sales tax, VAT, IVA, Store fees, refunds, chargebacks, and payment processing fees, and before Digify's own operating expenses. Digify uses the US dollar amount the Store reports for the transaction.

B.8 Commission Window. Commissions are earned under these rules:

- (a) **Monthly plans.** You earn a commission on each Paid Month in the Referred Customer's first 12 Paid Months, starting with the first paid charge after any Trial. A "Paid Month" is a monthly charge the Store reports as collected and that is not refunded or charged back. A month with a failed charge, a billing retry, a pause, or no active subscription is not a Paid Month and earns nothing. The commission window ends 24 months after the first paid charge, even if fewer than 12 Paid Months have occurred.
- (b) **Annual plans.** You earn a commission on the Referred Customer's first annual purchase only. Annual renewals earn nothing.
- (c) **Switch to annual.** If a Referred Customer on a monthly plan switches to an annual plan during the commission window, you earn a commission on that first annual payment, and the commission window then ends.
- (d) **Plan changes.** If a Referred Customer moves between Plus and Fluency, the commission applies to the Net Receipts of the plan actually paid. A plan change does not restart the commission window.
- (e) **Cancel and return.** If a Referred Customer cancels and resubscribes during the commission window, the same window continues.
- (f) **Free periods.** Trials, Welcome Plus, free months, offer code periods, passes, and seats earn nothing.

B.9 Validation and Reversals. Each commission becomes payable 30 days after the Store reports the payment it is based on (the "Validation Period"). If the payment is refunded or charged back during the Validation Period, no commission is earned. If the Store reports a refund or chargeback within 120 days after the payment and after the commission was paid, Digify may reverse that commission and offset it under Section 8.6. Digify may reverse a commission at any time if it documents that the commission came from fraud or a prohibited method.

B.10 Payouts. Digify pays validated commissions monthly, by the 15th day of each month, for commissions validated in the prior month. A person at Digify approves each payout run before

money moves. If your validated balance is under US\$50, it carries forward to the next month. Section 10.6 governs the final payment.

B.11 Pass and Seat Holders Who Later Subscribe. If you are enrolled in Path A and a person who received a pass from you under Path B, or held a seat from you under Path C, subscribes through the Store within 60 days after that access ends, Digify treats that person as having a Referral Event with you on the last day of the access. Sections B.2 through B.10 then apply.

B.12 Extra Customer Offers. You may give your audience an extra offer, such as a practice plan or a longer premium trial through Apple Offer Codes or Google Play promo codes, only with Digify's written approval. Digify supplies any codes, the codes follow Store rules, and the wording for any longer trial must be approved by Digify in advance.

SCHEDULE C

PATH B PREPAID ACCESS PASSES

C.1 Activation. Path B is available only after Digify sends you written notice that the pass redemption method has been approved for each Store. Digify will not accept an Order before then.

C.2 Orders and Pricing. You order passes on an Order in the form of Exhibit 2. The minimum order is 10 passes. Each Order states the plan, the access period, the number of passes, the price per pass, and the total. An Order binds both parties once Digify accepts it in writing.

C.3 Payment and Taxes. You pay Digify directly by invoice, card, or bank transfer, and not through a Store. Payment is due within 15 days after the invoice date. Digify adds any sales or other transaction tax the law requires. If you claim a resale or other exemption, you will give Digify a valid certificate before invoicing.

C.4 Delivery and Code Security. Digify delivers one unique, single-use code per pass by email or through the partner dashboard within 3 business days after Digify receives payment. You will keep codes secure. If an unredeemed code is lost or stolen, Digify will deactivate and replace it on request.

C.5 What the Recipient Receives. Each pass gives one person access to the plan named in the Order for the access period named in the Order. Access starts when the recipient redeems the code into their own PalabraFlow account. The pass is free to the recipient, needs no payment details, and does not renew automatically. When the access period ends, the recipient may choose to subscribe through the Store.

C.6 Unredeemed Passes. Unredeemed passes do not expire while Digify offers PalabraFlow. If Digify stops offering the plan named in an Order, Digify will provide equivalent access or refund the price paid for each unredeemed pass.

C.7 Refunds. You may cancel an Order and receive a refund for unredeemed passes within 30 days after delivery. After that, Digify will refund or replace a pass only if the code is defective or duplicated, under Section C.6, or where the law requires. If a recipient cannot access the plan because of a Digify problem, Digify will extend the access period or refund the unused portion. Nothing in this Schedule limits any right a recipient has under law, including any right to cash redemption.

C.8 Use Restrictions. You may give passes only to your own clients or customers, either as a gift or as part of a service package you sell. You may not resell a pass on its own, list passes on a marketplace, auction, or coupon site, or charge a recipient a separate price for a pass. A redeemed pass may not be transferred. Digify may deactivate an unredeemed code that appears for sale in breach of this section.

C.9 Recipient Terms and Reports. Recipients accept the PalabraFlow Terms of Service and Privacy Policy when they redeem. You will not make promises about PalabraFlow beyond Digify

approved materials. Digify reports to you the number of passes redeemed and unredeemed, and shares no information about an individual recipient's use without that recipient's consent.

C.10 Pass Disclosures. Digify will include with each code the pass terms the law requires, including the issuer, the plan, the access period, how to redeem, and how to reach support. You will pass those terms on with each code you give out.

C.11 No Commission. Passes earn no commission. The price per pass is your benefit. Section B.11 covers recipients who later subscribe.

SCHEDULE D

PATH C MEMBERSHIP SEATS

D.1 Activation. Path C is available only after Digify sends you written notice that seat access has been approved for each Store.

D.2 Orders. You order seats on an Order in the form of Exhibit 3. Each Order states the plan, the monthly price per seat, the billing date, and the minimum of 20 paid seats. The Fluency plan, which includes the AI tutor, is priced separately in the Order.

D.3 Billing. Digify bills you monthly in advance on the billing date for the greater of 20 seats or the number of seats assigned on that date. You pay for each seat assigned to a named member and not for each member of your community or each active user. Payment is due within 15 days after the invoice date, and Section C.3 applies to taxes and exemptions.

D.4 Adding Seats. You may add seats at any time. An added seat is billed for the rest of the current billing month at a daily prorated rate and then at the full monthly rate.

D.5 Removing Seats. A removed seat stays active until the end of the current billing month and is not billed after that. Partial months are not refunded.

D.6 Reassigning Seats. You may move a seat from one member to another once in each billing month, plus any move needed to correct an error. The former member loses seat access when the seat moves. A move does not add a charge unless the total number of assigned seats increases.

D.7 Billing Cutoff. Seat changes made after 11:59 p.m. Eastern Time on the day before the billing date apply to the following billing month.

D.8 Late Payment. If an invoice remains unpaid 10 days after Digify sends a written past-due notice, Digify may pause seat access. Digify may tell members that their access is paused. Digify will restore access within 1 business day after payment.

D.9 Member Accounts. Each member receives an individual PalabraFlow account on the plan you chose, for as long as the member holds a seat. Members accept the PalabraFlow Terms of Service and Privacy Policy. When a seat ends, the member keeps the account and may subscribe through the Store, and Digify may tell the member how to continue.

D.10 Your Members. You are responsible for your relationship with your members, including your own terms, prices, refunds, and collection of your fees. You may include PalabraFlow access in your paid offer, but you may not sell PalabraFlow access on its own or present PalabraFlow as your own product.

D.11 Roster and Reports. You will give Digify only the name and email address of each member you assign to a seat. Digify uses that information only to assign access and provide support. By default, Digify reports to you the number of seats assigned, accounts activated, and seats active. Digify will share an individual member's learning activity with you only if that member gives permission in the app, and the member may withdraw it at any time.

D.12 Positioning. PalabraFlow is offered as practice between your lessons. Digify will not market the AI tutor to your members as a replacement for your teaching.

D.13 Ending Path C. Path C continues month to month. Either party may end it on 30 days' notice, effective at the end of a billing month. Members keep access through the end of the last paid billing month, and Section D.9 then applies.

EXHIBIT 1
CREATOR SPONSORSHIP ADDENDUM

This Addendum is between Digify Platforms, Inc. (“Digify”) and the creator named below (“Creator”). It adds to the Digify Partner Program Agreement between them. It applies only once both parties sign it. A term in this Addendum overrides the Agreement only where it says so expressly.

S.1 Campaign Details.

Creator name and business	_____
Channels	_____
Deliverables (number and format of each)	_____
Draft due date and posting dates	_____
Production Fee	US\$_____
Path A commission also applies	Yes / No
License Term	_____ months after each posting date
Paid ad use	Yes / No, for _____ months
Territory	_____
Fee allocation for tax reporting	_____ % production services and _____ % content license

S.2 Production Fee. Digify will pay 50% of the Production Fee within 15 days after both parties sign this Addendum and the remaining 50% within 15 days after the last Deliverable goes live. The Production Fee is separate from any Path A commission.

S.3 Review and Approval. Creator will send Digify each draft at least 5 business days before its posting date. Digify will review it for accuracy, disclosures, the Approved Trial Wording, and brand use, and respond within 3 business days. Each Deliverable includes up to 2 rounds of revisions. Creator keeps creative control over style and voice. Digify’s approval does not make Digify the author of the content.

S.4 Disclosure. Each Deliverable must disclose the sponsorship as Section 6.2 of the Agreement requires and must use the platform’s paid partnership tool where one exists. Creator will not remove or edit a disclosure after posting.

S.5 Keeping Posts Live. Creator will keep each posted Deliverable live for at least 90 days after its posting date.

S.6 Cancellation. Digify may cancel this Addendum by notice at any time before all Deliverables are posted. If Digify cancels before Creator delivers the first draft, Digify will pay 25% of the Production Fee. If Digify cancels after the first draft is delivered, Digify will pay 50% of the Production Fee, or the full Production Fee for any Deliverable already posted. Either party may cancel for the other party’s material breach that remains uncured 10 days after notice.

S.7 Content Ownership and License. Creator owns the Deliverables. Creator grants Digify a nonexclusive, royalty-free license, in the Territory and for the License Term, to repost, share, embed, and display the Deliverables on Digify websites, social media accounts, app store pages, and in the app, and to edit them for length, format, captions, and subtitles without changing their meaning. If paid ad use is selected, the license also covers paid advertisements for the stated period, including ads run through Creator's account with Creator's access approval. After the License Term, Digify will make no new use of a Deliverable, and may leave earlier organic posts on its own channels in place.

S.8 Name and Likeness. Creator consents to Digify's use of Creator's name, image, voice, and likeness only within the licensed Deliverables and to identify Creator as their author. Digify will not create AI-generated or altered versions of Creator's face or voice.

S.9 Third-Party Materials. Creator will use only music, footage, and other materials Creator has the right to use for the licensed purposes, will obtain releases from people who can be identified in a Deliverable, and will not use third-party trademarks in a way that suggests their endorsement.

S.10 Creator's Promises. Creator promises that the Deliverables are original or properly licensed, that they reflect Creator's honest opinion of PalabraFlow, and that they comply with the Agreement and the law.

DIGIFY PLATFORMS, INC.	CREATOR
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Date: _____
Date: _____	

EXHIBIT 2
PASS ORDER FORM

Partner name and business	_____
Billing contact and email	_____
Plan	Plus / Fluency
Access period after redemption	_____ months
Number of passes (minimum 10)	_____
Price per pass	US\$ _____
Total, before any required tax	US\$ _____
Payment method	Invoice / Card / Bank transfer

This Order is governed by the Digify Partner Program Agreement, including Schedule C.

DIGIFY PLATFORMS, INC.	PARTNER
Signature: _____	Signature: _____
Date: _____	Date: _____

EXHIBIT 3
SEAT ORDER FORM

Partner name and business	_____
Billing contact and email	_____
Plan	Plus / Fluency
Monthly price per seat	US\$_____
Starting number of seats (minimum 20)	_____
Billing date each month	_____
First billing month	_____

This Order is governed by the Digify Partner Program Agreement, including Schedule D.

DIGIFY PLATFORMS, INC.	PARTNER
Signature: _____	Signature: _____
Date: _____	Date: _____