

Agency Agreement

This document (**Agency Agreement**) regulates rights and obligations of Agents of Bravia.Club (hereinafter **Agent**) and **Bravia Inversiones y Gestiones, S.L** (hereinafter **Principal**).

Member of Bravia.Club become Agent after accepting in full the text of this Agreement.

1. DEFINITIONS

The following terms are used in this Agreement:

- **Agent** means a Member accepted and signed this Agency Agreement;
- **Joining fee** means a fee payable by Member to Principal under the Membership Agreement;
- **Agreement** means this Agency Agreement;
- **Membership Agreement** means a Membership agreement signed between the potential Member and the Principal by means of accepting of public offer available at the bravia.club website by the Member;
- **Club fee** means a fee, including Joining fee, payable by Member to Principal for additional Privileges in accordance with Privilege List;
- **Club account** means Agent`s account in bravia.club to which Agent`s fee is payable
- **Member** means any natural person who signs or intent to sign Membership agreement;

Other terms not stated above shall be interpreted in accordance with Terms of Membership Agreement.

2. ACCEPTANCE OF THE AGREEMENT

- 2.1. Agent accepts this Agreement by checking the box “I acknowledges and fully agree with the terms of the Agency Agreement” and putting the button “Accept” in the bravia.team mobile app.
- 2.2. Agent shall not access the bravia.team mobile app before acceptance of terms of this Agreement.
- 2.3. By acceptance of this Agreement, Agent acknowledges and agrees with this Agreement in full with terms of the Agreements and all accompanying documents, published in bravia.team mobile app.

3. SUBJECT OF THE AGREEMENT

- 3.1. In accordance with this Agreement Agent shall at the request and for the account of the Principal:
 - Attract new Members;
 - Do any other actions that maybe requested by the Principal through bravia.team mobile app.

- 3.2. Agent shall request a referral link used to fulfill Agent's obligations under the Agreement from Principal by contacting through e-mail Agent@bravia.club within 5 working days after the day of acceptance of this Agreement.
- 3.3. The Principal is entitled to conduct special promotional events for Agents. Terms of such promotional events will be additionally published in bravia.team mobile app.

4. PARTIES OBLIGATIONS

4.1. The Agent shall:

- 4.1.1. Comply with request of the Principal in accordance with this Agreement by the referral link specified in sections 3.2. of the Agreement.

4.2. The Principal shall:

- 4.2.1. Share all necessary information about bravia.club to the Agent.
- 4.2.2. Pay an Agent's fee in time in accordance with this Agreement.

5. AGENT'S FEE

- 5.1. The Principal shall pay an agent's fee in amount specified in Loyalty program for Agents (Agent's fee).
- 5.2. Amount of Agent's fee defined in accordance with section 5.1. of the Agreement includes any applicable expenses that Agent may incur due to comply with the Principal's order.
- 5.3. The Principal shall pay the Agent's fee to Club Account within 7 working days after the Principal receives Joining or Club fee from the Member attracted by the Agent. The Principal is entitled to withhold the Agent's fees if the Member terminates the Membership before expiry. If the Agent withdraw Agent's fee from the Club Account before such termination take place, the Principal is entitled to decrease amount of future Agent's fees on amount of withdraw Agent's fee.
- 5.4. The Agent is solely responsible for paying tax and National Insurance Contributions on payments to him in respect of payments to him under this Agreement. The Agent must indemnify the Principal and keep it fully and effectively indemnified in respect of any claims, demands, assessments, contributions or deductions made by the relevant authorities against the Principal for income tax or National Insurance Contributions relating to Agent's fees together with any interest and penalties, unless the claim or demand was caused by the Principal's default or negligence. The Principal may make deductions from payments due to the Agent to satisfy this indemnity.

6. LIABILITIES

- 6.1. In case of non-performance or improper performance of obligations by any Party under this agreement, such Party shall compensate the other Party for all losses caused by such non-performance.
- 6.2. Injured party is entitled to terminate the Agreement if breach of the Agreement by the breaching party cause any material damages to such Party.

- 6.3. Payment of a fine shall not release the Parties from performance of obligations under the Agreement and elimination of violations of the rights of the other party under this Agreement.

7. TERM OF THE AGREEMENT

- 7.1. This Agreement is entered into force after its acceptance by the Agent and is valid for one year. If neither Party notifies the other Party of the refusal to extend the Contract within 30 days before the expiry of the Agreement, the Agreement shall be deemed automatically prolonged for the same period.
- 7.2. Principal is entitled to terminate this Agreement with 10 days prior written notice, provided that Principal fulfil its payments obligations.

8. FORCE MAJEURE

- 8.1. Neither party shall be liable for partial or complete failure to perform its obligations, in result of circumstances outside such Party control (which cannot be foreseen or avoided by reasonable means), including declared or actual war, civil unrest, epidemics, blockade, earthquakes, floods, fires and other natural disasters, natural phenomena, accidents, prohibitive actions of the authorities, changes in legislation.
- 8.2. The party breach the Agreement due to the circumstances specified in clause 8.1, must immediately notify the other Party of such circumstances.
- 8.3. If the circumstances specified in clause 8.1 of the agreement exceeds three months, each Party shall have the right to refuse further performance of obligations under this agreement, in which case neither Party shall have the right to demand from the other party compensation for possible losses.
- 8.4. The term of performance of this agreement is postponed in proportion to the time during which these circumstances will take place.

9. DISPUTE RESOLUTIONS

- 9.1. All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the Agreement, the Parties shall endeavor to resolve by negotiation with observance of the obligatory claim procedure. The Party that has a claim and / or disagreement sends a message to the other Party indicating the claims and / or disagreements that have arisen.
- 9.2. Within 5 (five) calendar days from the receipt of the item specified in clause 9.1. The Party that received it must reply to this message.
- 9.3. If the reply to the message is not received by the sending Party within 25 (twenty five) calendar days from the date of the communication, or if the Parties do not come to an agreement on the arisen claims and / or disagreements on a mandatory pre-trial basis, the dispute shall be transfer to the Spanish Court of Arbitration in accordance with its rules. Number of arbiters shall be one. Language of the trial shall be English.
- 9.4. The legislation of the Spain shall apply to the provisions of this Agreement.

10. CONFIDENTIALITY

- 10.1. The Parties undertake not to disclose confidential information of the other party that become known during the Agreement.

- 10.2. The **Confidential information** means any information that has actual or potential commercial value due to its unknown to third parties, to which there is no free access on a legal basis and to maintain the confidentiality of which the owner takes all possible measures. Information constituting a Confidential information may be transferred in writing, in the form of photographs, in electronic, graphic, as well as in any other form.
- 10.3. The information will not be considered a confidential and the Receiving Party (the party receiving the information) will have no obligation with respect to the information if it satisfies one of the following conditions:
- already known to the Receiving Party or is publicly known;
 - is or becomes publicly known as a result of an improper, negligent, or intentional act of the Disclosing party (the party transmitting the information to the Receiving Party);
 - legally obtained from third parties without limitation and without breach of this Agreement;
 - independently developed by the Receiving party, provided that the person or persons who developed it did not have access to the disclosing party's confidential information.
- 10.4. The Receiving Party shall maintain the same level of secrecy to avoid disclosure or use of confidential information as the Receiving party would reasonably maintain with respect to its own confidential information of the same importance.
- 10.5. The Parties shall use Confidential information only for the purposes of execution of this Agreement.
- 10.6. The Receiving Party shall not use the Confidential information in order to compete with the Disclosing Party, as well as to cause harm after the termination of this Agreement. After the termination of this Agreement, Receiving party shall return all documents and other media transferred to it in accordance with clause 10.2 to the Disclosing Party within three days of the first request of the Disclosing party.
- 10.7. Under the Agreement, the Parties do not receive any intellectual property rights of the other Party.
- 10.8. In the event that the Receiving party is found guilty of disclosing a Confidential information, the Disclosing party, at its discretion, has the right to recover damages incurred in connection with the disclosure or use of the confidential information or to receive from the Receiving party a fine in the amount agreed in writing when transmitting the information.
- 10.9. The Receiving Party shall not be liable for disclosure of Confidential information if:
- such disclosure is made with the written consent of the Disclosing party;
 - relevant information has been provided at the request of the competent state and/or local authorities.

10.10. The terms of this section shall enter into force from the date of acceptance of the Agent to the Agreement and are valid for the entire term of the Agreement, as well as for 3 (three) years after the termination of all obligations arising from it.

11. MISCELLANEOUS

11.1. Neither Party may assign or otherwise transfer to a third party the rights and obligations hereunder without the prior written consent of the other party or parties.

11.2. If any provision of the Agreement becomes invalid during the term of its validity due to changes in legislation, the remaining provisions of the Agreement shall be binding for the Parties during the term of the Agreement.

11.3. The Principal has the right to make changes to Agreement subject to notification of such changes to the Agent by e-mail no later than 14 days from the date of such changes. The Agent shall be deemed to have accepted the new terms and conditions if the Agent does not terminate the Agency Agreement within 5 working days from the date of receipt of such notification.

11.4. No third party shall have or obtain any rights under this Agreement.

11.5. Any notice to be given under the Agreement shall be in writing and delivered by prepaid first class mail or courier service to the registration address of the notified Party or sent by e-mail to the e-mail address of such Party:

A. if to Principal - Agent@bravia.club

B. if to Agent – e-mail address specified during registration.