

Version number: 2

## TRANSFERFIX AFFILIATE AGREEMENT

Date:

### 1.0 PARTIES TO THE CONTRACT

1.1 The Company: 2 Europe Holidays Lda, Urb. Pico dos Barcelos, 25-1º, 9020-262 Funchal, Madeira, Portugal

Registered in Portugal with company number: PT511283695

Registered with the Portuguese Taxation Administration with number: NIF: 511283695

TVA Number PT511283695

Trading as: Transfer Fix

1.2 The Affiliate, a web site provider:

Registered Address:

Registered Company Number:

Registered with Fiscal Number:

VAT Number:

### 2.0 OTHER PARTIES

2.1 Other parties shall have no rights under this contract, but are described only for clarification.

2.2 The End User

2.2.1 The End User is any public person, that might purchase a transportation service from the Affiliate, for themselves, and;

2.2.2 on behalf of any other public person, so that;

2.2.3 the End User might be a corporate or other entity, that might purchase a transportation service on behalf of any public person.

2.3 Licensed Transportation Providers

2.3.1 as listed on the Transferfix website, and;

2.3.2 as set out in the booking application hosted on the Affiliate Site.

2.4 The legal status of all other parties is set out in section 19 of this contract.

### 3.0 THE AGREEMENT

3.1 The Affiliate Agreement shall establish an affiliation between the Company and the Affiliate, where;

3.2 the Affiliate agrees to display the Transferfix widget in any Affiliate Site, where;

3.3 an Affiliate Site is any website or mobile website owned by the Affiliate, and;

3.4 in consideration of publication of the Application on the Affiliate Site, the Affiliate shall receive a commission payment from the Company for sales directly resulting from such display.

#### 4.0 THE APPLICATION

- 4.1 The Application is a software application developed and owned by the Company.
- 4.2 The Application has a 'widget' that might display and function within any Affiliate Site.
- 4.3 The widget connects to a booking application hosted on the server of the Company.
- 4.4 The combination of the 'widget' and the booking application is, for the purpose of this contract, named as the Application, so that;
- 4.5 any part of the Application is branded with the name, Transfer Fix, or Transferfix.

#### 5.0 THE SERVICE

- 5.1 The Company shall provide to the Affiliate, the Application, that shall publish availability and pricing data of the Licensed Transportation Providers.
- 5.2 The Application shall display and provide the features and benefits of a transportation booking service to the End User, so that;
- 5.3 any End User might access the widget to select and purchase a transportation service from a Licensed Transportation Provider, so that;
- 5.4 a Licensed Transportation Provider and an End-User might enter into a contract between the third parties, and so that;
- 5.5 the Company shall not be party to any contract between the Licensed Transportation Provider and the End-User, and;
- 5.6 the Affiliate shall not be party to any contract between the Licensed Transportation Provider and the End-User.

#### 6.0 THE PROCESS

- 6.1 The Affiliate shall display the Transferfix widget in any Affiliate Site, so that;
- 6.2 the End User might view the widget with the transportation offers, so that;
- 6.3 the End User might purchase a transportation service directly from a Licensed Transportation Provider, so that;
- 6.4 the payment shall pass directly from the bank account of the End User to the bank account of the Licensed Transportation Provider, so that;
- 6.5 there shall be formed, a legally binding contract, between the Licensed Transportation Provider and the End User;
- 6.6 that shall be governed by the terms and conditions of the Licensed Transportation Provider.

#### 7.0 THE COMMISSION OF THE COMPANY

- 7.1 For each contract between a Licensed Transportation Provider and an End User, that is negotiated through the Application;
- 7.2 the Company has the right to receive, from the Licensed Transportation Provider, a commission payment of ten percent (10%).

#### 8.0 THE COMMISSION OF THE AFFILIATE

Version number: 2

- 8.1 In consideration of publication of the Application on the Affiliate Site, and;
- 8.2 where a contract between any Licensed Transportation Provider and any End User, that has originated from the display of the Application on the Affiliate Site, has been satisfactorily performed, and without reconciliation (see section 9 of this contract);
- 8.3 the Affiliate shall receive from the Company [apply value]% of the final commission payment received by the Company, where there is satisfaction of the contract between any Licensed Transportation Provider and any End User.
- 8.4 The Company shall remit to the Affiliate, within the payment term agreed between the parties, any commission share that is due to the Affiliate, that has a value of €100 or more, and;
- 8.5 where the commission share value due to the Affiliate is below €100, the payment shall be suspended to the next payment term where the value is equal to, or exceeds €100, and;
- 8.6 where the Affiliate has not complied with article 11.6 of this contract, no commission shall be paid to the Affiliate.

#### 9.0 COMMISSION RECONCILIATION

- 9.1 Where there might be a modification or cancellation of the transportation service, that is delivered after the payment of the commission, reconciliation shall be applied to a subsequent invoice raised by the Company.
- 9.2 The Licensed Transportation Provider shall have the right to recover from the Company any commission paid for a transportation service, where the End User has modified or cancelled the transportation service.
- 9.3 The Licensed Transportation Provider shall be obliged to provide evidence to the Affiliate, of any partial or full refund paid to the End User.
- 9.4 Where the Licensed Transportation Provider shall not refund the End User, the Licensed Transportation Provider shall have no right to recover a commission paid to the Company.
- 9.5 Where the Licensed Transportation Provider modifies or cancels the transportation service or the contract with the End User, the Licensed Transportation Provider shall have no right to recover any commission payment from the Company, except in a case of Force Majeure, see section 14 of this contract.

#### 10.0 RIGHTS AND OBLIGATIONS OF THE COMPANY

##### 10.01 The Company:-

- 10.1 shall be obliged to supply the Application with an up time of no less than 99.5%.
- 10.2 shall be obliged to notify the Affiliate of all satisfied contracts that originate through the Affiliate Site, so that;
- 10.2.1 the Affiliate might raise an invoice in favour of the Company, and so that;
- 10.3 shall be obliged to pay to the Affiliate any commission share within 90 days of performance of the contract between the Company and a Licensed Transportation Provider.

Version number: 2

10.4 shall have no obligation to provide the transportation service.

10.5 shall have no obligation to support the service, including after sales support, that shall be provided by the Licensed Transportation Provider.

10.6 shall be obliged to provide links to its published terms and conditions with the End User and its Privacy Policy, from the widget.

10.7 shall have the right and obligation to rely on this contract, as set out in section 23 of this contract.

## 11.0 RIGHTS AND OBLIGATIONS OF THE AFFILIATE

The Affiliate:-

11.1 shall have the right to display the Application in any Affiliate Site.

11.2 shall have the obligation to display the Application in at least one Affiliate Site.

11.3 shall be obliged to provide at least one space, on at least one website, that shall have the dimensions 720 x 424 pixels and/or 1040 x 424 pixels (width x height).

11.4 shall have no right to be the sole Affiliate of the Company, so that the Application shall be available to other Affiliates of the Company, so that;

11.5 shall have no right of exclusivity.

11.6 shall be obliged to provide to the Company its banking IBAN, so that the Company might make payment to the Affiliate.

11.7 shall have no obligation to support the service, including after sales support, that shall be provided by the Licensed Transportation Provider.

11.8 shall have the right and obligation to rely on this contract, as set out in section 23 of this contract.

## 12.0 SUSPENSION OF SERVICE

12.1 The Company shall have the right to suspend the service, where;

12.2 the Affiliate elects to display the Application in subsections of the Affiliate Site, and where;

12.2.1 the Affiliate provides limited value, in the sole judgement of the Company, and where;

12.3 through no fault of the Company, payment facilities provided by a significant quantity of Licensed Transportation Providers banking service supplier is not serviceable, or where;

12.4 through no fault of the Company, Licensed Transportation Providers fail to maintain accurate and relevant transportation data and pricing within the Application, or where;

12.5 through no fault of the Company, a significant quantity of Licensed Transportation Providers are in default of any payments to the Company, or where;

12.6 activity or behaviour on the part of a Licensed Transportation Provider might impose a disreputable influence on the Company or the Affiliate, so that;

12.7 the term of the suspension shall be applied at the sole discretion of the Company, and where;

12.8 until the suspension of any Licensed Transportation Provider shall be lifted by the Company, only where;

Version number: 2

12.9 the Licensed Transportation Provider has provided a remedy, that satisfies the Company, and where;

12.10 no remedy is provided by the Licensed Transportation Provider, the Company shall have the right to terminate the contract, under section 15 of this contract.

### 13.0 WARRANTY, LIABILITY, INSURANCE & INDEMNITY

13.1 The Company shall not warrant or have any liability for the provision of the transportation service.

13.2 The Affiliate shall be liable to web and/or mobile uptime of no less than 99.5%.

13.3 The Affiliate shall not be obliged to insure or indemnify their web and/or mobile site against any potential loss of revenue.

### 14.0 FORCE MAJEURE

14.1 The Company shall claim relief from liability for failure to meet its obligations under this contract where a Force Majeure incident, in the event of environmental or any other natural disaster, hostile or negligent failure of energy or internet resources, shall prevent the Company from providing the Application.

14.2 Where any Licensed Transportation Provider is subject to a Force Majeure event, in compliance with its term and conditions, the Licensed Transportation Provider shall have no right to recover any commission payment for a service that has been paid to the Company.

14.3 The Licensed Transportation Provider shall be obliged to recover any loss suffered, including any commission paid from its insurer, so that;

14.4 in the event of a Force Majeure incident, the Licensed Transportation Provider shall have no right to recover from the Company, any commission paid to the Company.

14.5 The Affiliate has no right to rely on a Force Majeure event for the supply of the Affiliate Site.

14.6 The Affiliate shall have the right to rely on a Force Majeure event in its resort that results in cancellation of a contract between a Licensed Transportation Provider and an End User, so that the Company shall not terminate the contract with the Affiliate.

### 15.0 TERMINATION & CONSEQUENCES OF TERMINATION

15.1 Both parties shall have the right to terminate this contract on any present or future date, as set by the terminating party, however;

15.2 in the event of termination, the Company shall remain liable to settle any outstanding or future invoice raised under this contract, that shall be due for payment after the date of termination, so that;

15.3 this contract shall remain in force until such time as all invoices raised by the Affiliate are satisfied by the Company, and;

15.4 on the date of termination, the Affiliate shall be obliged to remove the Application from the Affiliate Site, and;

15.5 termination shall not void the rights of the parties, to claim damages from the other party, where there is evidence of any type of loss suffered by the claimant.

## 16.0 NOTICES

16.1 Any notice or other communication remitted to a party in connection with this contract, shall be in writing and shall be delivered to the other party through the Customer Relationship Manager (CRM) of the Company, by e-mail, or other electronic means agreed by the parties.

16.2 Where a party should prefer to remit a notice through courier or other recognised postal service to the principal place of business of the receiving party, the same communication shall be sent by e-mail, in advance of any non-electronic communication.

16.3 Where a notice is uploaded to the CRM of the Company, the Affiliate shall notify the Company of the upload, by e-mail or SMS.

16.4 No facsimile document shall be received as a valid notice.

16.5 A notification sent by SMS shall require an acknowledgement by SMS or e-mail, that shall confirm receipt of the notice sent by SMS.

16.6 Where a notice is transmitted by e-mail, the notice shall be deemed to have been duly received, where there is no delivery error message or bounce back from the mail server of the recipient, so that;

16.7 the sender of an e-mail shall not be required to rely on a delivery receipt or any other successful transmission report.

16.8 This section 16 shall not apply to the service of any notice of proceedings, or other documents, pertaining to any legal action between the parties.

16.9 For the purposes of this article, "writing" shall include e-mails, and for the avoidance of doubt, any notice given under this contract shall be validly served if sent by e-mail.

16.10 A notice may be signed by an authorised person, and where an e-mail or other document, including this contract is not signed, they possess legal authority, by their very existence and receipt by the other party in compliance with section 22 of this contract.

## 17.0 WAIVER

17.1 A waiver of any right under this contract, is only effective if it is in writing, and it shall not be deemed to be a waiver of any subsequent breach or default.

17.2 No failure or delay, by either party, in exercising any right or remedy under this contract or by law, shall constitute a waiver of section 17 of this contract, or of any other right or remedy, nor shall it preclude or restrict its further exercise.

17.3 No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that right, or any other right or remedy, unless;

17.4 specifically provided otherwise, rights arising under this contract are cumulative and do not exclude rights provided by European law.

## 18.0 SEVERANCE

18.1 Where a court or any other competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.

18.2 Where any invalid, unenforceable or illegal provision of this contract may be reasonable, and otherwise enforceable and legal, and where that provision might be set aside, the provision shall apply with the minimal and reasonable modification necessary to make it legal, valid and enforceable.

## 19.0 PARTNERSHIPS AND THIRD PARTIES

19.1 In this contract, the affiliate parties might be referred to as “partner”, however no legal partnership or partner company shall be created between the cooperating parties, so that;  
19.2 this contract does not infer any right of partnership between the Company and the Affiliate.

19.2 This contract does not govern any contract between a third party, that might be;

19.3 an End User, or;

19.4 any Licensed Transportation Provider.

## 20.0 CONFIDENTIALITY

20.1 Both parties to this contract shall respect, acknowledge and agree that any and all information concerning the business of the other party and the terms and conditions of the contract, shall be confidential information.

20.2 Both parties shall agree that they shall not permit the duplication, use or disclosure of any such confidential information to any person.

20.3 Confidential information shall not include information which, at the time of disclosure might be, or might come into the public domain, other than by the unauthorised act of the disclosing party.

20.4 The parties shall take all reasonable steps to ensure that it shall maintain, with no limitation, the confidence of all confidential information, specifically;

20.5 a receiving party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which might be of a confidential nature and shall have been disclosed to the receiving party by the disclosing party, and any other confidential information concerning the business of the disclosing party or its products or its services which the receiving party may obtain.

20.6 The confidentiality section 20 of this contract shall survive the fulfilment and the termination of this contract in perpetuity.

## 21.0 PRIVACY & DATA PROTECTION

21.1 The parties shall comply with data protection requirements as set out in Regulation (EU) 2016/679 (GDPR) of the European Parliament and of the Council of 27 April 2016,

Version number: 2

concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data.

21.2 Any information and personal data that might be provided by the End User to the Company, and;

21.2.1 that may be used by the Company in the performance of this contract, shall remain at all times the property of the End User.

21.3 The Company shall not distribute the personal details of any End User to any other party.

21.4 For details relating to the information that the Company might collect and process, please see the Transferfix Privacy Policy.

## 22.0 VARIATION & VERSIONING

22.1 The Company may at any time, make any variation to this contract, including the introduction of any additional terms and conditions, so that;

22.2 the variation shall incur a version number that shall reflect the magnitude of the variation, so that;

22.3 where there might be a variation to the material or meaning of this contract, a prime number amendment shall be applied to the version, so that;

22.4 where a variation might be a minor correction of syntax, spelling or grammar, with no material effect, the version amendment shall incur a decimal number.

22.5 The parties shall agree, that a variation to this contract shall apply to the entire agreement.

22.6 The Company shall be obliged to publish the current version of this contract within the Application.

## 23.0 VALIDITY & ENTIRETY OF THE CONTRACT

23.1 This contract shall come into force where both parties sign the contract, or;

23.2 where there is no signature of either party, but where;

23.3 the Company has remitted this contract, or any contract with a modification, to the Affiliate, by e-mail or other electronic means, and;

23.5 the date of provision by the Affiliate is the date of formation of the contract.

23.6 Ignorance of any article within this contract, on the part of either party, shall not invalidate that article, so that;

23.7 the parties shall rely on, and comply with, the entire contract, except where section 18 might be applied by a relevant judicial authority.

## 24.0 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

24.1 Within this contract and concerning any dispute or claim arising out of, or in connection with any dispute both implied by contract or explicit, and any consequent claim, shall be governed by, and construed in accordance with European law.

24.2 The parties irrevocably submit to the exclusive jurisdiction of recognised mediation services and the courts of Portugal and thereafter, the European Court of Justice.



Version number: 2

24.3 The jurisdiction of this contract applies to legal entities and naturalised persons in any jurisdiction.

24.4 The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between their appointed representatives, who have the authority to settle such disputes.