

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: TransferFix

1.2 The Affiliate name:

Who is the owner or legal supplier of the web site:

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 Stripe payment processor might be another party to the process.

2.5 All Parties shall be Stakeholders of the process that shall be the total of the service.

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

2 EUROPE HOLIDAYS LDA,

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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 Platform on the Affiliate Site, the Affiliate shall receive a commission payment from the Company for sales directly resulting from such display.

4.0 THE PLATFORM

- 4.1 The Platform is a software application developed and owned by the Company.
- 4.2 The Platform 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 Platform, so that;
- 4.5 any part of the Platform is branded with the name, TransferFix, or Transferfix.

5.0 THE SERVICE

- 5.1 The Company shall provide to the Affiliate, the Platform, that shall publish availability and pricing data of the Licensed Transportation Providers.
- 5.2 The Platform 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 Stripe Account or 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 RIGHTS AND OBLIGATIONS OF THE COMPANY

7.01 The Company:-

7.1 shall be obliged to supply the Platform with an up time of no less than 99.5%.

7.2 shall be obliged to notify the Affiliate of all satisfied contracts that originate through the Affiliate Site, and;

7.3 shall be obliged to pay to the Affiliate any share of a commission, with 14 days of the placement of the order by the End User, and;

7.3.1 to make payment by way of an automated transfer from the Stripe account of the Company to the Stripe account of the Affiliate, and;

7.3.2 to have the right to recover the value of any cancellation, or modified order, so that automatically, the funds shall be recovered from the Stripe account of the Affiliate to the Stripe account of the company, so that, automatically, the Company shall refund the Stripe account of the Licensed Transportation Provider.

7.4 shall have the right to withdraw the service from any Affiliate that might not have a Stripe account linked to the Stripe Account of the company.

7.5 shall have the right to not pay any commission to the Affiliate, where the Affiliate has no Stripe account linked to the Stripe account of the Company.

7.6 shall, where no Stripe account owned by the Affiliate might be linked to the Stripe account of the Company, and where the Company has granted to the Affiliate, a special dispensation, so that commission payments might be made to the bank account of the Affiliate;

7.6.1 the Company shall have the right to hold, in escrow, a value of no less than €200, of an commission payment due to the Affiliate, so that, in the event of any cancellation or other modification to the contract between a Licensed Transportation Provider and an End User, the Company shall have available the funds necessary to make any refund payment, and ;

7.6.2 the Company shall have the right to levy upon the Affiliate, a Management Fee, so that;

7.6.3 the value of the Management Fee shall be at the discretion of the Company, and shall be no less than €100 and no more than €300 for the management of any single payment from the Company to the Affiliate.

7.7 shall have no obligation to provide the transportation service.

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

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

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

8.0 RIGHTS AND OBLIGATIONS OF THE AFFILIATE

The Affiliate:–

8.1 shall have the right to display the Platform in any Affiliate Site.

8.2 shall be obliged to display the Platform in at least one Affiliate Site.

8.3 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).

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

8.5 shall have no right of exclusivity.

8.6 shall be obliged to acquire a Stripe account and to link that Stripe Account to the Stripe Account of the Company, and where;

8.6.1 a Stripe Account might not be acquired or not linked to the Stripe account of the Company, the Affiliate shall have no right to receive a share of commission payments from the Company, however;

8.6.2 where the Company might agree to pay commissions to the bank account of the Affiliate;

8.7 shall be obliged to provide to the Company its banking IBAN, so that the Company might make payment to the Affiliate, and;

8.7.1 shall be obliged to pay the Management Fee to the Company.

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

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

9.0 COMMISSION PAYMENTS RECEIVED BY THE COMPANY

9.1 For each contract between a Licensed Transportation Provider and an End User, that is negotiated through the Platform;

9.2 the Company has the right to receive, from the Licensed Transportation Provider, a commission payment of no less than ten percent (10%).

10.0 COMMISSION PAYMENTS RECEIVED BY THE AFFILIATE

10.1 In consideration of publication of the Platform on the Affiliate's Web or Mobile internet site, and;

10.2 where a contract between any Licensed Transportation Provider and any End User, that has originated from the display of the Platform on the web or mobile site of the Affiliate, has been satisfactorily performed, and without reconciliation (see section 11 of this contract);

10.3 The Affiliate shall receive from the Company:–

10.3.1 where the Affiliate shall sustain, from within the web and/or mobile site, an active link to the website of the Company, so that;

10.3.2 the link might display in the footer of the Affiliate web or mobile site, or;

10.3.3 where the Affiliate site might display a list of 'Partners' there shall be a permanent link, so that;

2 EUROPE HOLIDAYS LDA,

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TVA Number PT511283695

- 10.3.4 for the duration of the contract the link from the Affiliate web/mobile site to the website of the Company, that shall resolve to www.transferfix.com, and;
- 10.3.5 where this condition is satisfied;
- 10.4 the Affiliate shall receive a commission of 50% of the final commission payment received by the Company, so that;
- 10.4.1 the commission payment to the Affiliate shall be 5% of the value of any contract performed between the Licensed Transportation Provider and the End-User, but only; 10.4.2 where the Affiliate shall have an active Stripe account, so that;
- 10.4.3 the payment of the commission shall be transferred from the Stripe account of the Company, to the Stripe account of the Affiliate;
- 10.4.5 no later than 14 days after the contract is made between the Licensed Transportation Provider and the End-User, and;
- 10.4.6 where the Affiliate might transfer funds from their Stripe account to their own bank account,
- 10.4.7 the Affiliate shall be obliged to retain, in their Stripe account, a value of no less than €100, so that;
- 10.4.8 where a repayment might be made in favour of any Licensed Transportation Provider, that has been subject to a refund payment, shall be effected, so that;
- 10.4.9 at a later date, where the contract between the Licensed Transportation Provider and an End-user might be cancelled or otherwise modified;
- 10.4.10 the Stripe payment processing service shall allow for any commission payment to be recovered automatically from the Stripe accounts of the Company and the Affiliate, and;
- 10.4.11 where there might not be sufficient funds in the Stripe account of the Affiliate;
- 10.4.12 any funds liable for recovery shall be made against any future commission payment to the Stripe account of the Affiliate, and;
- 10.4.13 where the Affiliate might have terminated this agreement, in compliance with, section 14 of this agreement;
- 10.4.14 the Company shall be obliged to refund the Company and;
- 10.4.15 the Company shall have the right to seek recovery by way of legal redress.
- 10.5 Where the Affiliate might not comply with Articles 10.4 of this agreement, so that;
- 10.5.1 where no permanent link, for the duration of this contract, shall persist between the web/mobile site of the Affiliate, to the website of the Company that is www.transferfix.com; 10.5.2 the Affiliate shall benefit from a commission payment of 40% of the final commission payment received by the Company, so that;
- 10.5.3 the commission payment shall be 4% of the value of any contract performed between the Licensed Transportation Provider and the End-User.
- 10.6 Where the Affiliate might not acquire a Stripe account, or;
- 10.6.1 where any Stripe account of the Affiliate is not linked to the Stripe Account of the Company, so that;
- 10.6.2 the Company shall have no opportunity to make automated commission payments to the Stripe account of the Affiliate;
- 10.6.3 the Affiliate, where special dispensation is granted by the Company;
- 10.6.4 the Affiliate might be required to invoice the Company for any commission payment, from time to time, and where,

10.6.5 the Company shall be obliged to make payment, and to retain, in escrow, for the purposes of any refund to a Licensed Transportation Provider;

10.6.6 no less than €200 of any commission payment due to the Affiliate, so that;

10.6.7 no less than €200 shall be retained by the Company, in the event that a refund on a contract between any Licensed Transportation Provider and an End User might be cancelled or modified;

10.6.8 in such a way that a refund might be payable to the Licensed Transportation Provider, and;

10.7 where the Company shall levy upon the Affiliate, the Management Fee.

11.0 COMMISSION RECONCILIATION

11.0.1 This article further explains the reconciliation process.

11.1 Where there might be a modification or cancellation of the transportation service;

11.1.1 that might be effected after the payment of the commission;

11.1.2 reconciliation shall be applied to a subsequent invoice raised by the Company.

11.2 The Licensed Transportation Provider shall have the right to recover from the Company;

11.2.1 any commission paid for a transportation service, where the End User has modified or cancelled the transportation service.

11.3 The Licensed Transportation Provider shall be obliged to provide evidence to the Company, and;

11.3.1 the Company shall transmit to the Affiliate, the evidence any partial or full refund that shall be paid to the End User.

11.4 Where the Licensed Transportation Provider shall not refund the End User;

11.4.1 the Licensed Transportation Provider shall have no right to recover a commission paid to the Company or to the Affiliate.

11.5 Where the Licensed Transportation Provider modifies or cancels the transportation service or the contract with the End User, outside of the terms and conditions provided by the Licensed Transportation Provider,

11.5.1 the Licensed Transportation Provider shall have no right to recover any commission payment from the Company or from the Affiliate;

11.5.2 except in a case of Force Majeure, see section 14 of this contract.

11.6 Where the Licensed Transportation Provider might transfer a contract for the supply of a transportation service to another Licensed Transportation Provider;

11.6.1 the acquiring Licensed Transportation Provider shall be obliged to pay the original commission to the Company, and to the Affiliate;

11.6.2 with no reduction in the value of the commission.

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 Platform in sub-sections of the Affiliate Site, and where;
 - 12.2.1 the Affiliate provides limited value;
 - 12.2.2 in the sole judgement of the Company, and where;
- 12.3 through no fault of the Company, any payment processing facility, other than Stripe;
 - 12.3.1 that might be provided to a significant quantity of Licensed Transportation Providers, so that;
 - 12.3.2 the service of the banking service supplier to the Licensed Transportation Provider, might not be serviceable, or where;
- 12.4 through no fault of the Company, Licensed Transportation Providers might fail to maintain accurate and relevant transportation data and pricing within the Platform, 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;
- 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;
 - 12.10.1 the Company shall have the right to terminate this 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 provider against any potential loss of revenue.

14.0 FORCE MAJEURE

- 14.0.1 Any Stakeholder shall have the right to claim a legitimate Force Majeure event, that shall be any event outside of the direct control of a Stakeholder and their suppliers, that might compromise any part of the total service, so that;
 - 14.1 The Company shall claim relief from liability for failure to meet its obligations under this contract where a Force Majeure event, might prevent the Company from providing the Platform or any other part of the service.
 - 14.2 Where any other Stakeholder might be subject to a Force Majeure event, in compliance with its term and conditions, the Company shall have the right to suspend any part, or all of the service, until such time that the Force Majeure event is resolved.
 - 14.3 Where any part, or all of the service might be compromised as a consequence of Force Majeure event, the company shall have no liability to any other Stakeholder.

15.0 TERMINATION, THE PROCESS & 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 any termination shall be a two step process, so that;
- 15.3 in the event of termination, the Affiliate shall continue to be liable for any refund to the Company in the event of any cancellation or modification to a contract between a Licensed Transportation Provider and an End User, so that;
- 15.4 as a first step of termination, and on the notional date of termination, the Affiliate shall be obliged, or shall have the right to remove the Platform from the Affiliate Site, but;
- 15.5 the Affiliate shall have no right to disconnect their Stripe Account from the Stripe Account of the Company, for a term of six additional calendar months, and;
- 15.6 the Affiliate shall be obliged to maintain a balance of no less than €200 in their Stripe Account, so that;
- 15.7 any refund might be made by the Affiliate to the Company, in the event of a cancellation or modification to a contract between a Licensed Transportation Provider and an End User, and;
- 15.8 where there might be no linked account between the Parties, the Company shall have the right to retain no less than €200 of commission payments due to the Affiliate, so that;
- 15.9 the second step of the termination might be concluded after an interval of six months, so that;
- 15.10 the Affiliate might withdraw all funds from their Stripe account and terminate the link between the Stripe account of the Affiliate and the Stripe Account of the Company, or;
- 15.11 the company shall transfer to the Affiliate any value held in escrow, so that;
- 15.11 after a term of six calendar months, the contract between the Company and the Affiliate might be terminated.
- 15.12 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 other party.

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, any Affiliate party 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, or any other Stakeholder.

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, or;

19.5 the Stripe payment processor, or;

19.6 any other payment processor

2 EUROPE HOLIDAYS LDA,

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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, 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;

212.1 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 Platform.

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.

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.