

This is a legal agreement between:

FEDRAX LDA, a limited liability company with a capital of 50,000 € registered under the number 511 285 469 and with a head office at: Edificio Quinta dos Piornais Rua Encosta dos Piornais 4, 1º Andar 9000-683 Funchal Portugal.

THE PARTNER / AFFILIATE maintains a website which generates traffic and wishes to give the management of its advertising spaces to FEDRAX LDA or to another partner chosen by FEDRAX LDA.

FOR THE PURPOSES OF THIS AGREEMENT, BOTH PARTIES CONSENT TO THE FOLLOWING:

ARTICLE 1 - OBJECT:

The present contract specifies the conditions in which THE PARTNER gives the management of advertising spaces to FEDRAX LDA or to another partner chosen by FEDRAX LDA. THE AFFILIATE stipulates that he shall register the status of his activity on the online form and make a commitment to supply real information that he will maintain updated throughout the duration of this contract. Any false or erroneous information is the sole responsibility of the AFFILIATE. THE AFFILIATE declares that he is aware of the technical and legal consequences of the affiliation process, and states that he is of legal age.

ARTICLE 2 - RESPONSIBILITIES OF FEDRAX LDA:

2.1. FEDRAX LDA makes a commitment to pay THE PARTNER, at the price rate indicated in article 4, as well as all the applicable taxes.

2.2. FEDRAX LDA makes a commitment to give THE PARTNER access to his data and diverse sales turnover in the form of online statistics.

2.3. Besides the services described in this article, the parties may enter into additional agreements which provide supplementary services. In case of the conclusion of such agreements, any additional services will be governed to the present contract and to its possible appendices.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTNER:

3.1. The partnership agreement can only be signed by a partner who is of legal age in his country of residence. Accordingly, THE PARTNER acknowledges to be over the legal age and to be validly bound by his electronic signature.

THE PARTNER guarantees and makes a commitment to declare his income to the tax and social authorities corresponding to the type of activity in his country of residence.

3.2. THE PARTNER is solely responsible for the website contents and all consequences which may ensue from the use or the display of material other than that which is generated from the tools supplied by FEDRAX LDA.

3.3. THE PARTNER is forbidden from carrying out any form of spam (email, newsgroups) to generate sales turnover.

3.4. THE PARTNER makes a commitment to declare, under his sole responsibility, the creation, the development, the contents, the updates and any modification related to THE PARTNER site.

3.5. THE PARTNER makes a commitment to not display, amongst others:

Content which is defamatory, offensive, inappropriate, abusive, hateful, racist, xenophobic, paedophile, homophobic, revisionist or infringing on privacy, honour or reputation of others, threatening a person or a group, opposite to the law or morality.

Content designed to encourage, support or spread, in any manner whatsoever, rumours and / or violate the privacy and thereby prejudicing the rights of others, intellectual property, privacy, copyright. Constitutive content of counterfeit (detrimental to the copyright, neighbouring rights, intellectual property rights ...).

3.6. THE PARTNER deems to promote the services of FEDRAX LDA solely on websites whose content is in accordance with the legislation in the country of the user.

ARTICLE 4 - PAYMENT:

- 4.1. In exchange for his performance, THE PARTNER shall receive a daily compensation on his EWOK.TV account.
- 4.2. FEDRAX LDA makes a commitment to give THE PARTNER access to his data and diverse sales turnover in the form of online statistics.
- 4.3. If the rate of any applicable tax is changed or if a new tax is added during the execution of the contract, any new rate or any new tax shall be applied and the total compensation will be adjusted accordingly.
- 4.4. Terms and conditions of payment. The payment of the PARTNER share will be made by transfer every 5th and 20th of each month upon request, excluding weekends and public holidays.

ARTICLE 5 - DURATION AND TERMINATION:

- 5.1 This contract will come into effect retroactively at the date of registration of the AFFILIATE on the company website FEDRAX LDA: EWOK.TV. This contract is valid for a period of one year. It is automatically renewed for a further period of one-year unless either party notifies the other by email.
- 5.2. Any non-compliance by either of the Parties to any of the obligations imposed under this contract will automatically terminate it. The guilty party may appeal to this decision by sending a registered letter to the other party within fifteen days from the termination date.
- 5.3. The end of this contract does not result in losing the right to a party or the release of an obligation, particularly with regard to confidentiality, intellectual property, guarantee limitation and limitation of liability. Said rights and obligations survive the termination of this agreement.

ARTICLE 6 - SECURITY AND PRIVACY:

- 6.1. THE PARTNER is responsible for all losses and unauthorized access to data available on THE PARTNER's own system access.
- 6.2. THE PARTNER is responsible and in charge of the conservation of all documentation and instructions provided by FEDRAX LDA in accordance with this contract and should maintain it out of the reach of unauthorized persons.

ARTICLE 7 - RELATIONS BETWEEN THE PARTIES:

The parties are independent contractors, this contract binds them together only for the purposes therein mentioned. Therefore, the provisions of this contract may in no way be construed as creating any association or partnership between the parties or as giving any mandate whatsoever from one to the other. In addition, no party may bind the other in any manner whatsoever and to anyone, except in accordance with the provisions of this contract.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS:

All intellectual property rights and any technical solution regarding the use of graphic elements provided by FEDRAX LDA, or any other right and solution offered by FEDRAX LDA in accordance with this agreement, belong to FEDRAX LDA and cannot be subject to any use not specified in the contract.

ARTICLE 09 - MISCELLANEOUS:

- 09.1. Force majeure. No party shall be considered liable under this contract if the performance of its obligations, in whole or in part, is delayed or prevented due to a force majeure situation. Force majeure is an unpredictable and external event, making it absolutely impossible to fulfil an obligation.
- 09.2. FEDRAX LDA reserves the right to assign, transfer or convey to a third party in any form whatsoever, the rights and obligations under this contract.
- 09.3. For any dispute that may arise between the Parties regarding to the formation, implementation or interpretation of this Agreement, all matters shall be resolved under the jurisdiction of the Trade Court of Funchal in Portugal.