

Virtual Space Lease Agreement

This Agreement presents the general terms and conditions established between the **PUBLISHER** (term hereinafter used to designate all corporate entities and individuals, necessarily of age and able, according to law, that carried out registration on **AFILIO'S NETWORK**), and **AFILIO S.A.**, registered under the CNPJ # 10.190.614/0001-37, expressing full and unreserved acceptance by the **PUBLISHER** of each of the clauses in this Agreement, upon effecting registration on **AFILIO'S NETWORK**. Thus, the **PUBLISHER** must carefully read this Lease Agreement, prior to concluding referred registration.

1. General Considerations

1.1 AFILIO S.A. (hereinafter denominated **AFILIO**) main activity consists of leasing publicity spaces in third party websites (hereinafter denominated **PUBLISHER**), establishing **AFILIO'S NETWORK**, and sub-leasing such spaces to advertisers interested in promoting and advertising their products and services in these publicity spaces via "affiliate marketing" (hereinafter denominated **ADVERTISERS**).

1.2 To become a **PUBLISHER** it is necessary to request admittance to **AFILIO'S NETWORK** using the registration form available at **AFILIO's** website. **PUBLISHER** candidates must fill out the registration form, read this Lease Agreement and await acceptance. Admittance requests to **AFILIO'S NETWORK** will be assessed and confirmed in no more than 3 business days.

1.2.1 AFILIO reserves the right to refuse any registration requests and cancel previously accepted registrations, without being obligated to communicate or expose the reasons for its decision and without this generating any right of compensation or reimbursement of any type.

1.2.2 PUBLISHER candidates that have registration of a site refused by **AFILIO** and, consequently, are unable to join **AFILIO'S NETWORK**, may not register, at any time, other sites of its own property or from third parties that have granted them powers to do so.

1.3 The **PUBLISHER** is solely and exclusively responsible for the site, homepage, website, e-mail, or any other means of virtual space registered at **AFILIO'S NETWORK** to advertise marketing material and which will be leased to **AFILIO**, as established in this Agreement (hereinafter denominated **SPACE FOR PUBLICITY PLACEMENT**).

2. Object

2.1 The **PUBLISHER**, provider of the **SPACE FOR PUBLICITY PLACEMENT**, leases referred space to **AFILIO**, through this Agreement, and authorizes **AFILIO** to sublease, assign, or lend the space to third parties for publicity placement, becoming a part of **AFILIO'S NETWORK**.

2.2 Subleased spaces are characterized as spaces leased by the **PUBLISHER** to **AFILIO** and which has publicity materials from the **ADVERTISERS** placed through **AFILIO'S NETWORK**. The lease value will be determined by the performance of such publicity, according to the model established for referred publicity and as described in **AFILIO's** website.

2.2.1 Publicity performance is deemed as reaching its objective, which may be characterized by a click on referred publicity, visualization, registration, commercial transactions, or similar actions. Such actions always represent the interaction of Internet users (hereinafter denominated **USER**) with the publicity inserted in the **SPACE FOR PLACEMENT OF PUBLICITY**.

2.2.2 Referred actions, that define the lease value to be due by **AFILIO**, are defined and detailed at **AFILIO's NETWORK** and may be different for each type of publicity.

2.3 In order to calculate the leasing value, **AFILIO** monitors these actions (**TRACKING**) and makes this information available to the **PUBLISHER**, through reports available at **AFILIO's NETWORK**. The leasing value may only be calculated by using the information presented by **AFILIO**.

3. Obligations of the PUBLISHER

3.1 During the validity of this contract, the **PUBLISHER** is prohibited to hire or negotiate directly with the **ADVERTISERS** of **AFILIO NETWORK**, their **SPACE OF PUBLICITY**.

3.1.1. In case of noncompliance of this contract on the side of the **PUBLISHER** regarding the section 3.1 above, the **PUBLISHER** will be subjected to the payment of a penalty equivalent to 100% (One Hundred per Cent) of the value of the due payment on the month the breach of contract happened, being granted to **AFILIO** the right to rescind the given Contract by its own, regardless of any judicial interpellation, without any loss due to contractual and legal penalty threat applicable to this case.

3.1.2. Verified the incidence of the penalty established on the section 3.1.1, **AFILIO** is hereby authorized to retain the equivalent value of the penalty established from the payments that the **PUBLISHER** has yet to receive, according to the values established on item 5 below.

3.2 Registration at **AFILIO'S NETWORK** is personal and may not be assigned. No other person may have access to data of the **PUBLISHER**, which must immediately communicate to **AFILIO**, through mail: contato@afil.io, upon becoming aware of any third party access to its data.

3.3 The **PUBLISHER** is responsible for all the data inserted by the latter in the registration, and is also responsible for the veracity of same, and is obligated to always keep such information updated.

3.4 The **PUBLISHER** commits to not use expressions containing legal protection, without having permission, in writing, from the holder of the respective rights.

3.5 The **PUBLISHER** is obligated to not carry out any cyber attacks on **AFILIO'S NETWORK**. Cyber attack is deemed as any act able to prejudice **AFILIO'S NETWORK** and its participants.

3.6 In the event the **PUBLISHER** alienates or compromises its rights on the **SPACE FOR PLACEMENT OF PUBLICITY** to third parties alien to this Agreement or the activity developed at **AFILIO'S NETWORK**, same is obligated to make such third party aware of this Agreement for integral compliance. The **PUBLISHER** is jointly responsible for acts and omissions of referred third parties.

3.7 Once PUBLISHER to the Program, the **PUBLISHER** commits to keep in strict confidentiality all the information to which it has access under its condition as PUBLISHER, including details of tools used by **AFILIO'S NETWORK**, promotion structures, etc., obligation such that will extend for a period of 2 (two) years after termination of this Agreement, under penalty of compensation payment in the event of non-compliance.

3.7.1 **AFILIO**, in turn, will set out its reasonable efforts to protect the privacy of such information rendered by the **PUBLISHER**. The latter declares being aware that, in light of court orders, official requests or legal regulations, **AFILIO** may be compelled to reveal certain information to authorities or to third parties. Same also manifests being aware that third parties may eventually intercept or access certain electronic data or transmissions, events in which **AFILIO** will not be liable for revealed information.

3.8 The **PUBLISHER** will be solely and exclusively responsible for the contents of its site. In the event user or third parties file any type of claims or court proceedings against **AFILIO**, the involved **PUBLISHER** will exempt **AFILIO** from any and all responsibilities, as well as its directors, managers, employees, collaborators, and representatives. In the event **AFILIO** incurs any damages in which the **PUBLISHER** is responsible, the latter must compensate **AFILIO**.

3.8.1 The Parties declare that they are independent contractors, with no corporate or commercial relation except for such agreed upon in this Agreement, and each Party will safeguard the other from any claims resulting from tax, labor, or social security obligations under their responsibility.

3.8.2 None of the Parties, at any moment, will induce any person to error regarding its character of Contractual Party independent from the other, nor will it obligate the other Party at third parties. Non-compliance with referred obligation by any of the parties will allow the other to consider this Lease Agreement rescinded in full rights.

4. Remuneration

4.1 The value of the lease for the **SPACE FOR PLACEMENT OF PUBLICITY** will be defined according to the type of publicity to be placed, according to the remuneration foreseen at **AFILIO's NETWORK**.

4.2 The lease values corresponding to the performance of publicity effectively carried out, will be due. Upon sales that are returned or reversals by users, such values will not be accounted for.

4.3 The **PUBLISHER** will have unlimited access, via login and password, to **AFILIO's NETWORK**, where same may follow-up on the result of campaigns circulating in its sites, following validation of its e-mail.

4.4 The **PUBLISHER** must forward an invoice with the balance of the released amount according **AFILIO's NETWORK** terms and rules.

4.5 Due to operating reasons, in light of the different terms made available at each site , and the time needed for the due validations, the remunerations regarding each lease, will be accounted for and confirmed by **AFILIO** in up to the following 21 days after the month's end.

4.5.1 Regardless of the established term, the parties hereby acknowledge that, due to matters alien to **AFILIO's** will, there may be delays in accrual and availability of balances, without this characterizing contractual breach by **AFILIO**.

4.6 Lease payment will be carried out on a monthly basis whenever the **PUBLISHER'S** credit is equal or in excess of R\$ 500.00 (five hundred reais). Eventual changes in such criteria may happen through previous notice to the **PUBLISHER** and updating of this Lease Agreement.

4.6.1 In the event the minimum value is not reached, or there is no payment in the period due to non-forwarding of the invoice by the **PUBLISHER**, the value will be maintained as credit for the upcoming month.

4.7 Following closing of each monthly period as and soon as the Customer Service Center at **AFILIO** has validated the registered users directed as of the **PUBLISHER'S** site, the lease value payment will be carried out, after previous deduction of taxes eventually incident and other administrative costs, which are set out at the **PUBLISHER'S** site.

4.8 The lease value will be transferred to the current account previously indicated by the **PUBLISHER** in its registration. The bank rate value (DOC/TED) will be deducted from the total value, as well as taxes eventually charged in the operation.

4.8.1 For clients that do not have a current account in Brazil, payments will be carried out via exchange transfer at the Brazilian Central Bank, with the **PUBLISHER** being responsible for any and all costs incurred in the operation, including taxes eventually charged.

4.8.2 The leases will be paid in Brazilian currency, REAL, with the **PUBLISHER** being responsible for exchange variation and currency conversion costs. The conversion date will be the exchange closing date at the Brazilian Central Bank and rates will be determined by the Brazilian Central Bank.

4.9 The **PUBLISHER** acknowledges that the deposit slip is valid as receipt and evidence of payment for all purposes deemed necessary.

4.10 The step-by-step procedure to receive the available balance is set out at: www.afilio.com.br

4.11 The **PUBLISHER** will have a deadline of one year (12 months) after the campaign's divulgation month to send the billing invoice to AFILIO's finance team with the following value. After the deadline, the **PUBLISHER** may lose the total amount related to that period.

5. Restrictions and Frauds

5.1 The following practices will not be tolerated by **AFILIO**:

a) use of systems whereupon registration is involuntary and/or automatic at advertising sites of **AFILIO**;

b) offer of cash or any type of articles, products, advantages, gifts, or services, and/or carry out any promotion aiming at generating sales, actions, or registrations at advertisement sites of **AFILIO**, without previous authorization;

c) indiscriminate forwarding of e-mails seeking to promote any type of product registered at one of the sites of advertisers of **AFILIO** or generate

entry at sites of advertisers of **AFILIO** or furthermore, mass forwarding of e-mails (spam) under any condition;

d) forwarding of mail, electronic or not, that induces the recipient to error or confusion regarding the e-mail's sender, leading the recipient to believe that this would be proper **AFILIO** or one of the **ADVERTISERS**, or using brands of **AFILIO** and of the **ADVERTISERS** from its affiliation platform, without previous authorization;

e) use of third party registration to fraud the system and, in any way, violate the restrictions herein described or in the General Terms and Conditions of other policies of **AFILIO**;

f) make use of any mechanism that seeks to obtain remuneration from **AFILIO'S NETWORK** without the due promotion of its **ADVERTISERS**, such as, but without being limited to, indiscriminate placing of cookies, without the Internet user that receives referred cookie having clicked on any publicity piece disclosed through **AFILIO'S NETWORK**;

g) set up sites with domains that host phonetic or semantic similarity to **AFILIO** and advertisers of **AFILIO**; and

h) contract with any purchase search sites of "sponsored links" as a manner to generate traffic to the sites of **ADVERTISERS** at **AFILIO**, except when **AFILIO** has expressly authorized referred contracting, through addendum to this Agreement, which will indicate the limits for referred contracting.

5.2 Only the clicks, registrations, and sales that are come through the link corresponding to the banner from sites registered by **AFILIO**, will be accounted for. If the link is present in sites not previously registered at **AFILIO**, the prints, clicks, registrations, and sales eventually therefrom will not be taken into consideration for lease value calculation purposes.

5.3 Practicing any of these infractions will result in users bearing the responsibility for all consequences that such activity may cause to **AFILIO** or to third parties, as well as in suspension or cancellation of **PUBLISHER** prerogatives and outstanding payments resulting therefrom. The sanction

herein referred is not dependent on the fact that referred registered users and/or clicks were generated prior or after starting use of the forbidden system or mechanism regarded by this clause. The **PUBLISHER** will have a term of 05 days to manifest its clarifications following blocking of its registration, through e-mail: pagamento@afilio.com.br, with AFILIO being responsible for investigating whether the clarifications are sufficient to cause blocking removal, under penalty of automatic rescission of this Agreement.

5.4 **AFILIO** may, at its exclusive opinion, terminate this Agreement and participation in **AFILIO'S NETWORK**, as well as cancel the user registration of such **PUBLISHER**, disabling the tools needed for its use, at any time it becomes aware of the **PUBLISHER** site's lack of adequacy to the criteria of **AFILIO'S NETWORK**, without this implying obligation pertaining to repairs, compensations for losses, damages, loss of profits, or any other manner of compensation.

6. Afilio Tools Codes

6.1 Upon being notified of its acceptance and admittance to the Program, the **PUBLISHER** may place in its site certain tools of **AFILIO'S NETWORK**, without limitation of quantity, and which will contain identification of the **PUBLISHER** and other parameters needed to guide visitors to the sites of **ADVERTISERS** of **AFILIO**, with their respective categories or publicities according to the different functions that each has, as well as allow monitoring needed for the correct credit of payments. The above-referred **AFILIO'S NETWORK** tools may have several forms as made available by **AFILIO**.

6.2 **AFILIO** must make available the banners, links, and other publicity pieces at the **AFILIO'S NETWORK** site, for the **PUBLISHER** to download and publish these in its site.

6.3 The **PUBLISHER** must copy the code informed next to the links to download the banners. Referred code allows identification of the **PUBLISHER'S** site and accounting of sales resulting from same. The **PUBLISHER** is also responsible for the location selected for publication of

the banners and due insertion of the code, which requires basic knowledge in HTML (Hyper Text Markup Language).

6.4 It is hereby established that **AFILIO** will use a specific tracking system to account and confirm clicks, registrations, sales and, furthermore, monitor user activity, based on cookies. Once the permanence and existence of the cookies in user computers depend on the exclusive will of same, **AFILIO** is not responsible for users that eliminate or do not accept cookies from **AFILIO**.

6.5 Changes in the HTML codes will only be allowed through express and written authorization from **AFILIO**. The account control and payment checking will be strictly carried out by **AFILIO**. **AFILIO** will only be responsible for the tools of **AFILIO'S NETWORK** set up and made available directly by it.

7. Limited License

7.1 All intellectual and industrial rights on the site, operations, software, hardware, domain, logos, emblems, logotypes, page design and publicity pieces, structure, contents, information, tools of **AFILIO'S NETWORK** etc., are the absolute property of **AFILIO** and of the **ADVERTISERS** of **AFILIO**.

7.2 Under no circumstance will it be understood that the **PUBLISHER** of **AFILIO** bears any type of rights on same, regardless of such rights granted on the tools of **AFILIO'S NETWORK** that **AFILIO** will make available to the **PUBLISHER** throughout the term of this Agreement.

7.3 **AFILIO** only authorizes the **PUBLISHER** to make use of its intellectual property as to what regards the tools of **AFILIO'S NETWORK** made available for compliance with the activities arising out of this Agreement. Any other use of referred intellectual property of **AFILIO** is strictly prohibited. Upon compliance with referred limitations, **AFILIO** grants a free, non-exclusive and revocable license to the **PUBLISHER**.

8. Limitation of Liability

8.1 **AFILIO** does not guarantee access and continued or uninterrupted use of its site. The system may eventually not be available due to technical difficulties or Internet faults in links or tools of **AFILIO'S NETWORK**, due to registers refused, directing not processed by the system or any other circumstance alien to the will of **AFILIO**. The **PUBLISHER** or its users may NOT impute any responsibility to **AFILIO**, nor demand compensation for loss of profits, due to losses arising out of referred difficulties, as well as for indirect damages resulting in connection with this Lease Agreement, including events in which referred faults affect the values that must be credited to it. The responsibilities that may arise from this Agreement and from **AFILIO'S NETWORK** will not exceed the total of payments carried out or to be carried out by the **PUBLISHER**, as per the terms of this Agreement.

8.2 **AFILIO** is not responsible for the contents of the **PUBLISHER'S** site, as well as for any software and/or hardware used by the **PUBLISHER**, and their functionalities and compatibilities.

8.3 The **PUBLISHER** declares, under the penalties of law, that there is no legal or contractual impediment to impede its adhesion to this Agreement.

8.4 The **PUBLISHER** furthermore declares that it is the holder of all legal rights on the publicity space, and is responsible for any damages caused to third parties as a result of imprecision or inaccuracy in its statements.

8.5 Ultimately, the **PUBLISHER** declares, that the site contents in the publicity space is in compliance with the pertaining legislation. Site contents that characterize criminal offense or violate copyrights, patents, brands, models, and industrial designs, among others, are forbidden.

9. Acceptance of Agreement Conditions

9.1 Upon pressing the "ACCEPT" button the **PUBLISHER** acknowledges having read this Agreement and accepted all of its terms and conditions. It is deemed to have freely and independently assessed such conditions and that its intention to participate of **AFILIO'S NETWORK** is not related to any

other manifestation, guarantee, or statement other than such established in this Agreement.

10. Term and Rescission

10.1 This Agreement will be in effect for an undetermined period, and may be rescinded in full rights by any of the parties, through written or electronic communication, regardless of compliance with any terms and any sort of compensation or reimbursement.

11. Changes

11.1 **AFILIO** may, at any time, change the terms and conditions of this Agreement and will notify such changes to the **PUBLISHER**, publishing an updated version of referred terms and conditions on its site. The **PUBLISHER** must communicate whether it does not accept referred changes, via web-mail within 5 (five) days following publication of the changes, and with the contractual relation being dissolved as of referred moment. Upon conclusion of the referred term the **PUBLISHER** will be deemed a having accepted the new terms and that this Agreement will continue to obligate the parties.

12. Jurisdiction and Applicable Law

12.1 This Agreement will be governed and construed by Brazilian Laws. Any controversy resulting from this Agreement will be subjected to one of the Civil Courts of the the Regional Courts of Rio de Janeiro, RJ.