

## **1. PARTIES**

- 1.1. Through the present private instrument, on the one hand "WEVO", the legal entity indicated and identified in APPENDIX I, hereinafter referred to simply as the "SERVICE PROVIDER" and, on the other hand, the legal entity indicated and identified in the "ORDER FORM – SPECIFIC CONDITIONS", hereinafter referred to simply as the "CLIENT COMPANY".
- 1.2. SERVICE PROVIDER and CLIENT COMPANY, collectively referred to as the "PARTIES" and separately as "PARTY".
- 1.3. Whereas:
  - 1.3.1. The SERVICE PROVIDER is the company responsible for developing an on-cloud platform, called the Wevo Platform, capable of integrating systems and data;
  - 1.3.2. The CLIENT COMPANY has an interest in using the Wevo Platform, its tools and the services provided by the SERVICE PROVIDER;
  - 1.3.3. The negotiating process between the PARTIES was based on the concepts and principles of ethics, morality and good faith in the management of the negotiations, as well as on market practices;
  - 1.3.4. The PARTIES, after the process of negotiation, in which requirements were fully debated and the scope of services defined, arrived at a common understanding, which has been demonstrated in the undersigned private instruments.

## **2. DEFINITIONS**

- 2.1. The following definitions are used for the purposes of the Contract:
  - 2.1.1. Spider application: an application or automated script that crawls the Internet in a methodical, automated way, in order to obtain data from other systems.
  - 2.1.2. Specific Conditions: legal instrument, also called "ORDER FORM – SPECIFIC CONDITIONS", to be signed by the Parties and witnesses, physically or electronically, which will govern specific issues in the Contract, the signing of which also includes a declaration of having read, agreed to and accepted the General Conditions in their totality.
  - 2.1.3. General Conditions: legal instrument presented herein, also called "MASTER AGREEMENT – GENERAL CONDITIONS" which will govern general Contract issues, their clauses becoming applicable to the PARTIES upon signature of the Specific Conditions.
  - 2.1.4. Contract: legal instrument that binds the SERVICE PROVIDER and CLIENT COMPANY, formed by the General Conditions and their Appendices, as well as the Specific Conditions and their appendices.
  - 2.1.5. SaaS: acronym for "Software as a Service", a category of technology solution which is offered as a final 'closed' solution of the form made available, which may be provided and altered as desired, depending on resources and opportunity of the SERVICE PROVIDER, without being tantamount to a breach of contract or loss of object.
  - 2.1.6. iPaaS: acronym for "Integration Platform as a Service", being a technology solution for the integration of systems and data, offered as SaaS.
  - 2.1.7. Wevo Platform: this is an iPaaS solution developed, maintained, supported and marketed by the SERVICE PROVIDER, sole owner of all the intellectual property rights of this solution.
  - 2.1.8. Services: set of obligations assumed by the SERVICE PROVIDER in the Specific Conditions, in return for remuneration also established in said instrument, said services being requested and engaged by the CLIENT COMPANY prior to the implementation of the Wevo Platform.
  - 2.1.9. SLA: abbreviation for "Service Level Agreement", which is the set of rules for the provision of technical support and maintenance services by the SERVICE PROVIDER, for potential problems or defects that may arise from the routine use of the Wevo Platform, as per appendix III.
  - 2.1.10. Service Credits: amounts that will be granted to the CLIENT COMPANY, by way of a deduction from the monthly fee, should the SERVICE PROVIDER fail to comply with its commitment to service the agreed SLA.
  - 2.1.11. Third-party software: any software that the CLIENT COMPANY may already have or use, whether under license or using SaaS, or that it may potentially need for its operation, and the Wevo Platform and its features do not substitute the functions of said software.

## **3. INTERPRETATION**

- 3.1. The PARTIES agree to enter into these General Conditions, in accordance with the clauses and conditions stipulated below and in conjunction with the stipulations in the Specific Conditions.
- 3.2. The consent of the CLIENT COMPANY to the present General Conditions is formalized through the completion and signing of the Specific Conditions. The General Conditions and Specific Conditions, in this instrument, are together referred to as the Contract. In the event of any contradiction or ambiguity between the General Conditions and Specific Conditions, the terms of the Specific Conditions shall prevail.
- 3.3. The clauses established herein are subject to the rules and shall be interpreted according to the laws of the Federative Republic of Brazil.
- 3.4. The CLIENT COMPANY declares it has the technical and economic capacity to evaluate the services engaged herein, acknowledging that they satisfy its needs and expectations.

## **4. OBJECT**

- 4.1. By means of this Contract, the SERVICE PROVIDER shall be obliged to provide the CLIENT COMPANY with the services described in the Specific Conditions, henceforth referred to as Services, using the Wevo Platform.
- 4.2. If the CLIENT COMPANY requests the provision of any service that is not the object of the present CONTRACT, including but not limited to the development of a new functionality of the Wevo Platform or enhancement that is not under development, nor to the monitoring or execution of any other activity by the SERVICE PROVIDER, this service will be treated as a new service to be engaged by the Parties, and which should be the object of a new written contract or through the formalization of a new agreement with Specific Conditions.

## **5. OBLIGATIONS OF THE PARTIES**

- 5.1. Guarantee compliance with the obligations for which they are responsible under this Contract, and also to oblige their

employees and/or agents to do so, being directly accountable for the acts of said employees and/or agents.

## 6. OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. Carry out a monthly maintenance of the Wevo Platform, comprising the following activities:
  - 6.1.1. Keep the hosting infrastructure of the Wevo Platform up-to-date and secure with regard to programs that prevent criminal or improper actions by third parties.
  - 6.1.2. Maintain the Wevo Platform up and running per contractual service levels.
  - 6.1.3. Maintain the Wevo Platform in suitable condition and compatible with standard functionality and potential enhancements.
  - 6.1.4. Make available on the Wevo Platform new functionalities and/or existing standard-functionality upgrades, in accordance with an existing planning by the SERVICE PROVIDER, it being up to the CLIENT COMPANY whether or not to use them.
  - 6.1.5. Train and technically support CLIENT COMPANY users in the use of the Wevo Platform, as per Appendix III.
  - 6.1.6. Customize and/or parametrize and/or configure and/or develop integration flows on the Wevo Platform if, and only if, the CLIENT COMPANY also contracts Professional Services from the SERVICE PROVIDER, as per Appendix II.
- 6.2. Adequately provide the Services as stipulated in the Specific Conditions, making use of qualified professionals to provide the Services, providing information about the progress of the Services whenever asked to do so by the CLIENT COMPANY.
- 6.3. The SERVICE PROVIDER shall not be responsible for:
  - 6.3.1. Maintaining and/or supporting and/or customizing and/or parametrizing and/or configuring and/or developing and/or operating the systems and/or applications and/or infrastructure and/or equipment and/or peripherals of the CLIENT COMPANY, and/or in use by the CLIENT COMPANY.
  - 6.3.2. Training the users of the CLIENT COMPANY in the use and/or support and/or customization and/or parametrization and/or development and/or operation of the systems and/or applications and/or infrastructure and/or equipment and/or peripherals of the CLIENT COMPANY, and/or in use by the CLIENT COMPANY.
  - 6.3.3. Potential problems resulting from the improper use of the platform by the CLIENT COMPANY.
  - 6.3.4. Proceeding with any obligation which is the exclusive responsibility of the CLIENT COMPANY, in accordance with clause seven et seq.
- 6.4. Nor shall the SERVICE PROVIDER be responsible for any default of the obligations of the CLIENT COMPANY that result in the obstruction, suspension or slowness of its services, and the CLIENT COMPANY must honor the provisions of the Contract.

## 7. OBLIGATIONS OF THE CLIENT COMPANY

- 7.1. Supply the SERVICE PROVIDER and its personnel with all information and documents required for the performance of the Services.
- 7.2. Keep the SERVICE PROVIDER abreast of all modifications to internal procedures and policies it may promote during the lifetime of the Contract, so as to adapt to modes of execution, timeframes and conditions insofar as it may be necessary.
- 7.3. Clarify any doubts raised by the SERVICE PROVIDER that may be necessary for the performance of the Services within the agreed deadlines.
- 7.4. Provide a technical intermediary to monitor the Services.
- 7.5. Make the payments due within the scope of the Contract punctually and in accordance with the Specific Conditions.
- 7.6. Inform the SERVICE PROVIDER about any change to its registered data. If any changes to its data are made without informing the SERVICE PROVIDER, the registered data initially furnished by the CLIENT COMPANY shall remain legally acceptable.
- 7.7. Undertake and maintain the licensing or hiring of any third-party software used by the CLIENT COMPANY for its operations, given that the Wevo Platform shall not exempt the CLIENT COMPANY from the obligation described in the present clause.
- 7.8. Administer the operation of the Wevo Platform under its scope and manage whatever is required and is available via the administrative module provided by the SERVICE PROVIDER.
- 7.9. Be accountable for the veracity of the information provided at the time of the signing of the present Contract, and also for the veracity and accuracy of registration information provided in the Specific Conditions.
- 7.10. Be exclusively liable for acts carried out by its agents, systems developers, administrators and/or any individual that may have access to the administration passkey of the Wevo Platform, and declare it is aware that responsibility for any acts committed shall always be, solely and exclusively, that of the CLIENT COMPANY, including in the event of data leaks.
- 7.11. Be responsible for technical and/or operational flaws or defects arising from the systems and/or applications and/or infrastructure and/or equipment and/or peripherals of the CLIENT COMPANY, and/or in use by the CLIENT COMPANY, besides the Wevo Platform, as well as internet outages, acts of God or *force majeure*.
- 7.12. Take security measures so that its team does not breach any intellectual property right of the SERVICE PROVIDER.
- 7.13. Do not reproduce, duplicate, copy, modify, adapt or commercialize the Wevo Platform, or tools that comprise it, nor create derivative work using it as a base, decompile, undertake reverse engineering, disassemble or in any way fragment it without the formal, express, written authorization of the SERVICE PROVIDER, and shall only be valid if issued by means of a specific, suitable instrument to be signed directly and in conjunction by its CEO, Diogo Ruiz Lupinari and CTO, Marcelo Lopes de Oliveira Aguiar.
- 7.14. Do not lease, sell, resell, donate, lend, consign, lend for use or assign the right of use of the Wevo Platform, or tools that comprise it, to any individual or legal entity, without the prior, express consent of the SERVICE PROVIDER, in the format established in clause 7.13, in addition to not accessing areas of programming on the Wevo Platform, its database or any other set of information which is part of the activity of maintenance, development and upgrading of the SERVICE PROVIDER, otherwise be liable under the terms of Brazilian legislation, in addition to making reparations for the damage caused.

- 7.15. Do not use "spider" apps of any type or kind on the Wevo Platform, as well as others not represented here, but which work in automated mode, whether for carrying out operations *en masse* or for any other purposes.
- 7.16. Do not use the Wevo Platform for objectives other than those for which it was acquired or for any purpose that may contravene the law, regulations or rights of an individual, including but not limited to, intellectual property rights and privacy rights.
- 7.17. Only process, via the Wevo Platform, signs that possess intellectual property rights or the appropriate authorization of the owner.
- 7.18. Observe rules emanating from Professional Councils, Unions and/or Trade Associations that may be linked.
- 7.19. Obtain access to the Internet through its own means.
- 7.20. Make the payments of amounts relating to the services engaged herein, in the requisite period and manner, in accordance with the following clause.
- 7.21. The CLIENT COMPANY shall be obliged to refrain from hiring employees and/or ex-employees of the SERVICE PROVIDER, who may have worked directly or indirectly on the project which is the object of the present contract, for a period of eighteen (18) months from the date of the termination of the labor contract or during the lifetime of the contract, otherwise suffer the application of a non-compensatory fine amounting to twenty (20) times the value of the highest monthly remuneration already earned by the employee during his contract with the SERVICE PROVIDER, except where the SERVICE PROVIDER has given its express consent.

## 8. PRICE AND CONDITIONS OF PAYMENT AND BILLING

- 8.1. The CLIENT COMPANY shall pay the SERVICE PROVIDER the amounts related to the Services described in the Specific Conditions, in accordance with the conditions specified therein, by way of the presentation of a tax invoice by the SERVICE PROVIDER at least five (5) days in advance.
- 8.2. Whenever necessary for the SERVICE PROVIDER to include purchase order (PO) information in the billing documents, the CLIENT COMPANY is responsible for informing the SERVICE PROVIDER, at least three (3) days prior to billing date, the code of the purchase order (PO) which is valid for a period of one year. This process should also take place for contractual renewals with readjustments.
- 8.3. In the event of a delay with the delivery of the tax invoices and/or documents which must, by dint of this Contract, accompany said invoices, the payment shall be postponed for a period proportional to the delay, regardless of notification, without the incidence of any charges or penalties and without prejudice to the continuity of Services.
- 8.4. In the event of an error in the tax invoice and/or documents that, by dint of the Contract, should accompany said invoice, it shall be up to the CLIENT COMPANY to advise the SERVICE PROVIDER of this fact within three (3) consecutive days of issuance, leading to it being returned for the SERVICE PROVIDER to arrange for rectification. The respective payments shall be suspended until the invoice is corrected, without this resulting in the suspension of the services, or any readjustment or fine should the payment, by virtue of the error, be made on a date subsequent to the originally stipulated due date.
- 8.5. The payments should be made via bank payment slip to be provided by the SERVICE PROVIDER.
- 8.6. If the values are subject to readjustment, as indicated in the Specific Conditions, they will be readjusted every twelve (12) months from the date of signing of the Specific Conditions, as per indices established in the Specific Conditions.
- 8.7. A delay, by the CLIENT COMPANY, in making any payment, will incur a two percent (2%) fine on the amount of the past due instalment plus interest of one percent (1%) per month, or fraction of a month, prorated between the due date and the actual payment date.
- 8.8. In addition to the increments noted above, a delay of any payment surpassing thirty (30) days, will authorize the SERVICE PROVIDER, at its exclusive discretion: (a) to suspend with immediate effect the provision of the Services, without the need for any notice or notification, and (b) dissolve the CONTRACT with just cause.
- 8.9. There being a delay in payment of any value or increment established in the present instrument, the SERVICE PROVIDER shall be authorized forthwith to collect using the methods provided for in the applicable common legislation, either judicially or out-of-court, as well as being able to record the debit, in the exact sum of the respective debt, with all the adjustments and increments permitted by the Contract or by law, with the credit protection agencies (SPC, SERASA or other similar entity), and may also send the debts to notarial protest.
- 8.10. Notwithstanding the extent of the provisions in clause 8.8, the CLIENT COMPANY shall continue to be obliged to pay the overdue instalments, whether in the hypothesis of suspension of the Services or in the event of the cancellation of the Contract. In particular, if there is a change in the tax burden on the Services during the period of the Contract, that could impact the economic-financial balance with a fluctuation exceeding 30% (thirty percent), the Parties pledge to renegotiate the contractual values with the aim of restoring the economic-financial balance of the Contract.
- 8.11. All taxes payable, according to the present contract, are already included in the prices, in particular ISSQN, or Tax on Services of Any Nature, as well as all necessary materials and labor, in addition to the profits of the SERVICE PROVIDER.
- 8.12. The SERVICE PROVIDER hereby authorizes the CLIENT COMPANY to make the due retentions at source of the taxes and contributions levied on the amount of its monthly billing, as well as promising to pay over the appropriate deductions directly to the authorities.
- 8.13. For the authorization of the payment, the SERVICE PROVIDER should highlight on the tax invoice the taxes which, by dint of the law, must be retained and paid over to the tax authorities by the CLIENT COMPANY.
- 8.14. Expenses arising from the activity of the SERVICE PROVIDER shall be borne by it, including the settlement of fiscal, social security, insurance-related and other charges resulting from the exercise of its activities, except for travel and accommodation expenses, such as air tickets, accommodation, transfers and meals for *in-loco* work that will be submitted in advance to the CLIENT COMPANY and, with the latter approving the execution thereof, shall be the responsibility of the CLIENT COMPANY. For these values, the SERVICE PROVIDER shall pass to the CLIENT COMPANY a Debit Note

or Expense report for payment.

## 9. LIMITED LIABILITY OF THE SERVICE PROVIDER

- 9.1. The CLIENT COMPANY is aware that the present state of the art in information technology and the use of Internet-based systems does not provide a cast-iron guarantee of uninterrupted operation of the Wevo Platform at all times.
- 9.2. The SERVICE PROVIDER shall be expressly discharged of any responsibility for potential losses suffered by the CLIENT COMPANY during the performance of this Contract, including, but not limited to, damages that are direct, indirect, moral, punitive in nature, emergent damage, lost profits, loss of opportunity and loss of data, irrespective of any notice.
- 9.3. Merely by way of example, the SERVICE PROVIDER shall not be responsible for:
  - 9.3.1. Losses and damages resulting (i) from activities developed or (ii) content published by the CLIENT COMPANY on the Wevo Platform.
  - 9.3.2. Errors and/or interruptions to Services caused by the use of the Wevo Platform, combined with other software and/or caused by other companies, when proven to have been caused by these other software applications and/or these other companies.
  - 9.3.3. Situations of "acts of God" or "*force majeure*", included in article 393 of the Brazilian Civil Code.
  - 9.3.4. Configuration failures or inappropriate use of the Wevo Platform or its tools, which is the exclusive fault of the CLIENT COMPANY or third parties authorized by it to use the Wevo Platform, or overloading of servers and devices on which the Wevo Platform is hosted, caused by inappropriate use by the CLIENT COMPANY.
  - 9.3.5. Services provided by third parties including, but not limited to, the services of Internet servers engaged by the CLIENT COMPANY, to those services controlled by governments, their agents and/or their alternates.
  - 9.3.6. Violations of data and information resulting from (i) acts of employees, agents or individuals authorized by the CLIENT COMPANY to operate the Wevo Platform, or (ii) criminal or improper actions of third parties that cannot be avoided as the occurrence thereof is beyond the bounds of technical predictability.
  - 9.3.7. Impossibility of the CLIENT COMPANY to make use of the Services, when the reason is the result of (i) termination or suspension of the Contract; (ii) discontinuation by the SERVICE PROVIDER of the provision of a particular functionality of the Wevo Platform; (iii) service requests that do not form part of the obligation of the SERVICE PROVIDER; (iv) non-execution of pecuniary obligations.
  - 9.3.8. Any investments, disbursements or commitments assumed by the CLIENT COMPANY in respect of this Contract or with the use of the Services by the CLIENT COMPANY;
  - 9.3.9. Damages related to any unauthorized access to the Wevo Platform, as well as modification, exclusion, destruction, damage or failure to store any of the CLIENT COMPANY's content or data.
  - 9.3.10. For leaks of data of individuals and/or legal vehicles, in accordance with the General Data Protection Law, that it has not caused.
- 9.4. Notwithstanding the discharging of responsibility established in clauses 9.2 and 9.3, if the SERVICE PROVIDER is deemed responsible for the payment of any compensation within the scope of this Contract, it shall under no circumstances be obliged to bear compensation exceeding the sum of the values actually paid by the CLIENT COMPANY to the SERVICE PROVIDER, by virtue of the Contract. If more than one (1) damaging event should occur during the reference period, the amount owed will be summed and limited to the ceiling established in this clause.
- 9.5. The CLIENT COMPANY accepts that the SERVICE PROVIDER's limitations of liability established in the present Contract were key factors in the setting of the price of the Service.

## 10. INTELLECTUAL PROPERTY

- 10.1. The Wevo Platform is protected by law. Ownership and property rights over the Wevo Platform are and must remain under the ownership and the exclusive property of the SERVICE PROVIDER, and, under the Contract, with the use of the Wevo Platform by the CLIENT COMPANY only being authorized and limited to the object of the Contract. The CLIENT COMPANY is aware that it is not acquiring through this Contract any rights over the Wevo Platform, nor its trademark, logotypes, components, new upgrades or variants, revisions, enhancements, customizations and/or derivative work, owned by the SERVICE PROVIDER.
  - 10.1.1. The SERVICE PROVIDER hereby declares it possesses all the rights over the Wevo Platform necessary for the granting of use to the CLIENT COMPANY and for the provision of the Services, being accountable for potential breaches of third-party rights arising from the use of the Wevo Platform by the CLIENT COMPANY.
  - 10.1.2. The CLIENT COMPANY may only reproduce or copy potential Wevo Platform reference manuals and any written materials furnished by the SERVICE PROVIDER for internal use, and within the limits imposed in this Contract. No written, printed or electronic material furnished by the SERVICE PROVIDER may be reproduced or copied for any other end, or it will constitute an illicit act.
- 10.2. The CLIENT COMPANY may not modify or remove any identification of the SERVICE PROVIDER trademark, nor its commercial name, from locations where it appears on the Wevo Platform.
- 10.3. None of the provisions included herein shall afford the prerogative to grant, or shall be deemed to have granted to the CLIENT COMPANY, any right, title or any other interest over the SERVICE PROVIDER's trademark, the Wevo Platform and/or commercial designations, except where otherwise expressly established in this Contract.
  - 10.3.1. The CLIENT COMPANY may not, at any time, contest – in its own name or using consultants or cooperation with third parties – the SERVICE PROVIDER's trademark or commercial name or its registration, nor may it seek to register any trademark or commercial name that is capable of creating confusion by virtue of its similarity with the SERVICE PROVIDER's trademark or commercial name.
  - 10.3.2. Any goodwill, rights and benefits arising or resulting from the use of the trademark of the SERVICE PROVIDER and its commercial name, shall be exclusively for the benefit of the SERVICE PROVIDER. The CLIENT COMPANY shall not obtain any rights related to the trademark of the SERVICE PROVIDER.
- 10.4. Bearing in mind that the CLIENT COMPANY can transmit and store data belonging to it on the Wevo Platform database, it should be made clear here that the data belonging to the CLIENT COMPANY are the sole and exclusive property of the

CLIENT COMPANY, and that the SERVICE PROVIDER has no right of property over said data simply because they are stored on the Wevo Platform database.

- 10.4.1. The CLIENT COMPANY declares that all the data to be transmitted on the SERVICE PROVIDER's platform were legally obtained in strict observance with the General Data Protection Law and all other pertinent legislation, being exclusively accountable in all domains for potential illicit data, expressly exonerating the SERVICE PROVIDER from any liability.
- 10.5. The CLIENT COMPANY promises not to compete, copy, reproduce, adapt, modify, transfer, decompile or reverse engineer the system, nor may it conduct, in any way, the same activities and the same provision of service as the SERVICE PROVIDER. Should the CLIENT COMPANY indulge in the activities mentioned here, the Contract shall be cancelled with immediate effect and a contractual fine of one thousand percent (1,000%) of the total Contract value shall be applied, notwithstanding compensation for losses and damages, in particular lost profits, emergent damages, moral damages and material damages of any kind and supplementary compensation.
- 10.6. The CLIENT COMPANY authorizes the SERVICE PROVIDER to include its name, trademark and other distinguishing marks on the SERVICE PROVIDER's list of clients, especially with publishing material, catalogues, presentations and in text on its "website" or for release to the press, always with the aim of simply informing the public about clients who use the services provided by the SERVICE PROVIDER.

## 11. DEADLINES AND RESOLUTION

- 11.1. The Contract shall come into effect on the date the Specific Conditions are signed and remain in force for the period stipulated in item "Contractual Period" in the Specific Conditions ("Period").
- 11.1.1. Unless otherwise stated in the Specific Conditions, the Contract shall be deemed to be automatically extended for additional periods equivalent to the Period, and so on and so forth, excepting if one of the Parties notifies the other in writing, giving at least one hundred and eighty (180) days' notice in advance of the end of the Period, with regard to its intention not to renew the Contract.
- 11.2. The Contract may be rescinded in a justified and immediate manner, and therefore without the need for prior notice, in cases of: (a) declaration of bankruptcy by one of the Parties; (b) request for court-supervised reorganization by the CLIENT COMPANY; (c) if either Party goes into liquidation; (d) delinquency in excess of sixty (60) days. In the hypothesis of this Clause, the Contract shall be dissolved without incurring any fine and/or compensation and through the simple submission of an informative notification.
- 11.3. The Contract may be dissolved, also in a justified manner, for either Party, by virtue of an unresolved breach of contract, observing the procedure indicated below:
- 11.3.1. If a potential breach of contract is ascertained, the innocent Party shall notify the other Party of this breach, in writing, requesting contractual reparations within a maximum period of thirty (30) days from the delivery date of said notification. If the Party in breach is unable to repair the breach within this period, the innocent Party will be authorized to terminate this Contract.
- 11.4. Additionally, the SERVICE PROVIDER may, at its exclusive discretion and at any time, without incurring the payment of a fine or compensation to the CLIENT COMPANY, terminate the present Contract with immediate effect should it establish that the CLIENT COMPANY is using the Services in a fraudulent manner. In these situations, termination of the contract will take immediate effect, with the SERVICE PROVIDER sending a notification to the CLIENT COMPANY, thus able to interrupt the provision of the Services with immediate effect, and also demand legal compensation for losses and damages from the latter.
- 11.5. The Contract may, moreover, be terminated without due cause, through a communication of termination. The Party rescinding the Contract should comply with the notice period stipulated in the Specific Conditions ("Service Cancellation") and should make the penalty clause payment equivalent to 50% (fifty percent) of sums falling due still within the 1<sup>st</sup> (first) year of the Contract, in accordance with the price agreed with by the Parties.
- 11.5.1. After the Contract has been in force for one (1) year, the above penalty clause shall no longer be applicable, maintaining a need for prior notice, should one of the parties wish to rescind the Contract without just cause.
- 11.6. In the hypothesis of the occurrence of an act of God or *force majeure*, in accordance with article 393 of Law 10.406/2002 (Civil Code), the Parties cannot be held accountable for noncompliance with their contractual obligations. In these cases, the Party finding it impossible to fulfil these obligations should inform the other party in writing, with immediate effect, of the respective event and, in the shortest possible timeframe, shall clarify: the circumstances; actions in progress to mitigate the losses and remedy the occurrence; the estimated duration; and anything else that may be necessary for an understanding of the fact, its consequences and its solution.
- 11.6.1 The PARTIES hereby establish that financial problems arising from a failure in management or arising from business risk are not considered acts of God or *force majeure*, such that clause 11.6 may not be invoked for non-execution of pecuniary obligations.
- 11.7. If the present Contract is terminated, through any of the hypotheses established in this Clause, or even via a cancellation signed by both Parties, the CLIENT COMPANY may not engage third parties to continue or complete the Services offered by the SERVICE PROVIDER on the Wevo Platform, irrespective of the stage in which they are to be found, and much less demand any kind of reparation or compensation by virtue thereof.
- 11.8. The extinction of the Contract, due to expiration without renewal or by termination, does not exonerate the CLIENT COMPANY from payment of any instalments due, pursuant to the Contract and payment flows agreed to herein.
- 11.9. Once the Contract is finalized, for whatever reason, the SERVICE PROVIDER shall not be obliged to maintain a backup or copies of that which formed the object of the Service provided.

## 12. CORPORATE AND LABOR DECOUPLING

- 12.1. The Contract does not constitute a corporation, association, joint venture, agency, consortium, third-party mandate, joint liability, partnership or other formal commercial relationship or entity of any kind, nor does it constitute an obligation to

form any of these relationships or entities.

- 12.2. The SERVICE PROVIDER, its agents or employees shall not maintain any bond of employment with the CLIENT COMPANY, and vice-versa. Therefore, the Party is not subject to any rights or obligations arising from labor legislation with regard to the employees or subcontractors of the other Party, nor arising from an occupational accident, wherever it may have occurred. Thus, social security, labor or tax-related charges shall be the sole and exclusive responsibility of the Party that hired the individual, the other Party having no responsibility, neither jointly, subsidiarily or through potential noncompliance with these obligations.

### 13. CONFIDENTIALITY

#### 13.1. Definition of Confidential Information:

- 13.1.1. Confidential Information shall signify all and any documents and information furnished or disclosed by the TRANSMITTING PARTY to the RECEIVING PARTY in any way, shape or form, including, but not limited to all and any private information related to the technology of either PARTY or its affiliates, business plans, contracts, promotional or marketing activities, finances and economic matters, and all third-party information that one of the PARTIES or its affiliates are obliged to keep confidential. Confidential Information may also be contained within tangible material such as diagrams, information, specifications, reports or computer programs.
- 13.1.2. Confidential Information shall not include information that the RECEIVING PARTY can demonstrate: (i) is legally known by the RECEIVING PARTY at the time it is received from the other PARTY, demonstrated via written records from the RECEIVING PARTY produced at that time, without breach of secrecy; (ii) is widely known by or available to the general public, without the involvement of, or failure to, involve the RECEIVING PARTY; (iii) through documentation that was compiled or developed by it, independently, or for the employees of the RECEIVING PARTY or any third party (which did not acquire said information in a questionable or illegal manner) and which did not have direct or indirect access to the Confidential Information; or (iv) was furnished to the RECEIVING PARTY by third parties, as it is a right, without restriction on disclosure and without breach of any contractual, legal or fiduciary obligations of the aforementioned third parties. For the purposes of clarification, the terms of this CONTRACT are considered Confidential Information, the CLIENT COMPANY being prohibited from sharing the link provided by the SERVICE PROVIDER to obtain access to this document.

#### 13.2. Protection of Confidential Information:

##### 13.2.1. The PARTIES must:

- 13.2.1.1. Take steps to prevent the use, disclosure, dissemination or copying of any Confidential Information, including the development, implementation, maintenance and application of procedures and appropriate policies to protect any Confidential Information.
- 13.2.1.2. Use the same measures it uses to prevent disclosure, publication or dissemination of its own or similar confidential information to prevent the disclosure of Confidential Information to third parties, but under no circumstances security measures that are less than reasonable.
- 13.2.1.3. Use Confidential Information only when necessary and appropriate for complying with the obligations that are the object of the present CONTRACT.
- 13.2.1.4. Inform its employees, agents and contractors who are performing obligations arising from this CONTRACT about restrictions in respect of Confidential Information.
- 13.2.1.5. Require each of its agents, employees and contractors (including, in the case of the SERVICE PROVIDER, subcontractors) to agree to be placed under a duty of confidentiality.

- 13.2.2. Notwithstanding any clauses to the contrary in this Clause, the SERVICE PROVIDER may disclose Confidential Information to its employees, agents, affiliates and subcontractors who have: (a) a real (*bona fide*) need to have knowledge of the aforementioned Confidential Information in order to carry out the obligations contained in the present CONTRACT; and (b) a legal duty to protect the confidential nature of all information (including that of third parties) received by them in the course of their obligations, that are no less strict than the obligations of confidentiality that the SERVICE PROVIDER uses to protect its own information. The SERVICE PROVIDER shall arrange for the signing of a Confidentiality and Liability Agreement by the employees and third parties who are working directly under this CONTRACT, and the CLIENT COMPANY should do the same with regard to its employees and third parties. Each PARTY shall assume total responsibility for the acts and omissions of its contractors and employees, arising from the Confidential Information.

#### 13.3. Mandatory Disclosure:

- 13.3.1. Notwithstanding the remaining text in this Clause, the RECEIVING PARTY may disclose Confidential Information insofar as it is requested to do so by law, court order or government agency. The RECEIVING PARTY should make all reasonable and commercial efforts to: (a) maintain the confidentiality of the Confidential Information via notification (unless prohibited by law) to the TRANSMITTING PARTY, which shall have the opportunity to intervene in the process to contest said disclosure; and (b) cooperate with the TRANSMITTING PARTY at the expense of the latter, to protect the confidentiality of the aforementioned Confidential Information. The TRANSMITTING PARTY (or any other person to whom the aforementioned Confidential Information may belong) shall have the right to obtain a protection order or, in some other manner, protect the confidentiality of the aforementioned Confidential Information.

#### 13.4. Notification:

- 13.4.1. The RECEIVING PARTY should notify the TRANSMITTING PARTY as soon as possible in the event of any suspicion, disclosure or loss of Confidential Information over and above that which is permissible under the present CONTRACT.

#### 13.5. Return of Confidential Information:

- 13.5.1. Subject to the normal practice of maintaining information backups for archiving of each PARTY and provided it is expressly authorized by the other PARTY, via rescission or expiry of the present CONTRACT, in full or in part, or at the request of the TRANSMITTING PARTY at any time, the RECEIVING PARTY should promptly return or destroy,

according to the wishes of the TRANSMITTING PARTY, all and any Confidential Information and respective copies, including material prepared in full or partially based on the aforementioned Confidential Information and the respective copies, provided that the RECEIVING PARTY is able to maintain a copy for use only in case of disagreement between the PARTIES resulting from the present CONTRACT and as a necessary measure to comply with the law.

13.6. Duration:

13.6.1. The obligations of the PARTIES, with regard to the Confidential Information present in this Clause, should remain in full force and effect during the lifetime of the present CONTRACT and for a further five (5) years after its conclusion.

**14. PENALTIES**

14.1. Contractual noncompliance occasioned by a potential failure in service and maintenance support or through the unavailability of the Wevo Platform, attributed to the SERVICE PROVIDER, will be governed by the provisions in Appendix II to these General Conditions and indemnified exclusively via Service Credits, with the Party waiving its right to file for potential compensation, either judicially or out-of-court.

14.2. The payment of potential fines or penalties provided for under the Contract shall not dispense with reparations for potential damages or losses that may be caused as a consequence of default, unless specified differently in the present instrument for specific cases.

14.3. The fines should be settled within thirty (30) days of application or, depending on the case and if the aggrieved party so prefers, by offsetting existing credits/debits.

**15. DATA PROTECTION**

15.1. For the purposes of this Contract, personal data is understood to be any information related to an identified or identifiable physical individual, particularly data such as name, ID numbers, including, but not limited to, Federal ID (RG) and Federal Tax ID (CPF), data concerning location, residence or domicile, any online or electronic identifiers or any other data inherent to physical identity ("Personal Data").

15.1.1. It will be the exclusive responsibility of the CLIENT COMPANY to obtain consent from the owners, when applicable, and comply with any of the hypotheses established in articles 7 and 11 of the General Data Protection Law for the potential processing of Personal Data pursuant to the General Data Protection Law. The SERVICE PROVIDER shall consider that the data transmitted via its platform were properly collected at the time of the transmission of the information by the CLIENT COMPANY.

15.1.2. The responsibility of the SERVICE PROVIDER shall be limited to observing the potential instructions provided by the CLIENT COMPANY for the handling of Personal Data, but it shall not be accountable for any irregularities, particularly as the data collection is not part of the scope, but only the transmission of data sent by the CLIENT COMPANY, which shall be accountable in full under the terms of the prevailing legislation.

15.2. The SERVICE PROVIDER shall adopt suitable security, technical and administrative measures to protect personal data from unauthorized access and accidental or illicit situations involving destruction, alteration, communication or any kind of inadequate or illicit handling, thereby guaranteeing the security of information with regard to personal data. Should the security of the data be put at risk, the SERVICE PROVIDER shall cooperate with the CLIENT COMPANY, adopting all measures needed to mitigate any losses and damages arising from said facts.

15.2.1. If the Personal Data that the SERVICE PROVIDER has access to due to this Contract are, in any way, accessed or obtained by an unauthorized person, or if the Personal Data is the object of fraud, loss or destruction, the SERVICE PROVIDER – as soon as it becomes aware and after verifying that said incidents may lead to a significant risk or loss to the owner – shall notify the CLIENT COMPANY of the events.

15.3. The SERVICE PROVIDER shall take all reasonable steps to assure that its agents, partners, and subcontractors comply with the clauses regarding Data Protection, should they process Personal Data by virtue of this Contract.

15.3.1 The SERVICE PROVIDER hereby advises that it uses technology suppliers located outside Brazil, that is to say, for the performance of the Contract there may be a cross-border transfer of Personal Data. In this regard, the SERVICE PROVIDER guarantees that these suppliers comply with the legal hypotheses established in article 33 of the General Data Protection Law and, specifically, all of them possess international certificates that recognize Information Security as per ISO 27.001.

15.4. CLIENT COMPANY and SERVICE PROVIDER are aware of the rights and obligations contained in the General Personal Data Protection Law (Law 13.709 dated August 14, 2018), assuming the role of Controller and Operator, respectively, of the Personal Data, taking into consideration that the SERVICE PROVIDER will be processing data of interest to the CLIENT COMPANY, performing the activity at the behest of the latter.

15.5. Should an owner ask for information relating to the processing of his/her Personal Data from the SERVICE PROVIDER, the latter shall, within 48 hours of said request, inform the CLIENT COMPANY of said request so that it may respond, considering that the CLIENT COMPANY, in its capacity as Controller of Personal Data, is responsible for responding to requests made by the owners, pursuant to article 18 of the General Data Protection Law.

15.6. In a situation where the CLIENT COMPANY may have an interest in the handling of the Personal Data of children or adolescents, the CLIENT COMPANY shall be exclusively responsible for obtaining specific consent, and to be specific, provided by at least one of the children's or adolescents' parents or legal guardian, in accordance with and in respect of the provisions of Article 14 of Law 13.709/2018. Once this consent has been obtained, the CLIENT COMPANY shall send it to the SERVICE PROVIDER for information.

15.7. The SERVICE PROVIDER shall only be responsible for damages caused by the processing of Personal Data when in breach of the General Data Protection Law or whenever it has not observed the legitimate instructions of the CLIENT COMPANY. The responsibility of the SERVICE PROVIDER shall be limited to the extent of its participation in the damaging event, in accordance with article 42, §4 of the General Data Protection Law.

15.8. Following the completion of the Contract, the SERVICE PROVIDER may only keep the Personal Data in its environment for the required legal period. Thereafter, the Personal Data shall be deleted.

15.9. The clauses contained in this Clause shall come into force at the same time as Law 13.709/2018, as per the periods established in Article 65 of the aforementioned legislation.

## 16. COMMUNICATION

16.1. All notifications and other communications addressed to the Parties should be sent in writing to the addresses contained in this Contract through the Registry of Deeds and Documents, by registered letter, e-mail or any other medium with proof of receipt.

16.2. Any Party which changes their address noted in the Specific Conditions should immediately communicate the new address to the other Party. Until such time as this communication is produced, notices, communications, notifications and summons sent to the address included in the Specific Conditions shall remain valid and effective.

16.3. The Parties acknowledge that all messages sent by electronic media constitute evidence and legal proof in a court of law, and that they are responsible for their systems having anti-spam, similar filters or message redirection configurations, set up so they do not interfere with the receipt of communiqués and material, there being no acceptable excuse for not having had access to some e-mail or electronic message by virtue of the aforementioned resources.

16.3.1. The Parties shall be obliged to preserve any messages sent via electronic media in their original format.

## 17. ANTICORRUPTION PROVISIONS

17.1. The Parties declare they are aware of the rules regarding the prevention of corruption provided for in Brazilian law, including the Brazilian Criminal Code, the Law of Administrative Misconduct (Law no. 8.429/1992) and Law no. 12.846/2013 (together referred to as the "Anticorruption Laws"), and promise to comply faithfully with them, on behalf of both itself and its members, administrators and employees, and to require that the third parties that they hire also comply therewith. In the exercise of rights and obligations established in this Contract and in the fulfillment of any one of its provisions or, in addition, regarding any other business transactions involving the Parties, both shall be obliged: (i) not to give, offer or promise any item of value or advantage of any kind to public agents or people related to them or even any persons, companies and/or private entities, with the aim of obtaining unfair advantage, influencing actions or decisions, or illicitly conducting business; and (ii) to adopt the best practices for monitoring and verification of compliance with the Anticorruption Laws, with the aim of preventing acts of bribery, corruption, fraud, illegal practices or money laundering, by its members, administrators and employees or third parties they may engage. Violation of the Anticorruption Laws and/or the obligation to monitor shall be considered a serious breach of this Contract and will constitute just cause for termination, without burden on the latter and notwithstanding charges for losses and damages arising from the infraction. The Parties declare that, in the last 5 (five) years, they have not been placed under any investigation, inquiry or administrative or judicial process related to noncompliance with the Anticorruption Laws or money laundering, and that their activities are in conformity with the Anticorruption Laws, being obliged to inform the other Party with immediate effect, if any such investigation into its activities should be launched based on any of the Anticorruption Laws.

17.2. The SERVICE PROVIDER declares and guarantees that it, its Personnel and Related Parties:

- (i) are not a public authority or servant in the relevant country, or in any government agency or department;
- (ii) are not a political party, an authority or employee of a political party, or candidate for public office;
- (iii) are not people exercising a position of authority in any government;
- (iv) are not an authority or adviser, executive or employee of a company totally or partially controlled by a government or a political party;
- (v) are not an authority, executive or employee of an international organization.

## 18. GENERAL PROVISIONS

18.1. All the clauses in the Contract relating to confidentiality, data protection, intellectual property rights, exemptions from liability and other related clauses, courts of law, as well as other clauses that possess specific rules concerning the hypothesis of rescission, will remain in effect after the expiry of the contract.

18.2. It is hereby established between the Parties that, by signing the Specific Conditions, the CLIENT COMPANY has read, agreed to and accepted the General Conditions defined herein, in their entirety, declaring moreover that the individual who does so possesses specific powers, either through the articles of incorporation, or by way of a power-of-attorney, to represent, assume obligations, contract and transact in the name of the CLIENT COMPANY. As a consequence, the provisions of the Contract shall prevail over any other mutual understandings between the Parties, whether preliminary, verbal or written.

18.3. The Parties agree that these General Conditions, together with the Specific Conditions, constitute the full agreement between the Parties in respect of the issues dealt with herein, prevailing over any other understandings, oral or written, and other communications between the Parties, with regard to the topics covered herein, and may only be added to or altered with the mutual, written consent of the Parties and through their legal representatives and/or proxies with powers to this effect, it being agreed that verbal accords shall have no legal effect.

18.4. The fact of either Party failing to request, in time, the fulfilment of any of the clauses of the Contract, or of any rights related to it, or not exercise the powers established herein, shall not be considered moratorium, novation or even a waiver of said clauses, rights or powers, and shall in no way affect the validity of the Contract.

18.5. The Services shall be provided remotely by the SERVICE PROVIDER, with total responsibility and technical/operational independence, without exclusivity and/or economic mono-dependency between the CLIENT COMPANY and the SERVICE PROVIDER, and without any form of subordination and/or personality between the CLIENT COMPANY and the SERVICE PROVIDER's employees and/or service providers, and vice-versa.

18.6. The rights related to the Contract may not be transferred or assigned, in full or in part, to third parties, excepting, however, the right of the SERVICE PROVIDER and of the CLIENT COMPANY to assign it or transfer it to another corporation of which it may become part, as associate, subsidiary or parent.

18.7. The Parties hereby declare they have the powers to sign the present instrument and that there is no impediment of a legal, contractual or statutory nature to signing the present document.

- 18.8. The CLIENT COMPANY and their legal representatives declare they had prior knowledge of the contents of the present contract and that they understood perfectly all the obligations contained therein, which was drafted under the principles of good faith and probity, without any defect of consent and declare, moreover, that the obligations assumed herein are within its economic/financial circumstances.
- 18.9. The present Contract obliges the Parties, their heirs and successors of any kind, having been drafted under the mantle of irrevocability and irreversibility.
- 18.10. The total or partial annulment of any clauses in the Contract shall have no effect upon the remaining clauses, which will always remain valid and effective until the completion of all obligations established in the Contract. Should the provisions in this Clause materialize, the Parties promise to enter into negotiation, in the shortest possible period of time, substituting the invalidated clause, the inclusion in the Contract of valid terms and conditions that reflect the terms and conditions of the invalidated clause, observing the intention and objective of the Parties at the time of the negotiation of the invalidated clause and the context in which it is placed.
- 18.11. The CLIENT COMPANY acknowledges that the present contract, accompanied by the respective appendices, for all legal purposes, constitutes an instrument enforceable out of court, in accordance with article 784, paragraph III, of Law 13.105/2015.
- 18.12. This Contract is non-exclusive in character and, accordingly, the Parties are free to enter into similar contracts with third parties or any other type of contract with the same purpose and object, provided the limitations already established in this instrument are observed.
- 18.13. The Parties acknowledge that, except where expressly stated in this contract, the single or partial exercise, failure to exercise, concession of deadlines, forbearance of non-execution and/or delay with regard to any right that is assured herein, shall not constitute novation or waiver of these rights, nor shall it compromise the eventual exercise thereof.
- 18.14. The CLIENT COMPANY declares that it has made no significant financial and/or structural investments in order to engage the Services provided by the SERVICE PROVIDER.
- 18.15. The Contract shall be governed and interpreted as indicated in APPENDIX 1.
- 18.16. The Parties hereby elect the court of law indicated in APPENDIX 1, to settle any disputes or issues arising from this Contract, dismissing any other, however privileged, in favor of the CLIENT COMPANY.

**APPENDIX I – SERVICE PROVIDER DATA, LAWS AND COURTS OF LAW**

Domicile of Client Company	Service Provider Data	Law	Court of law to settle Contract disputes or issues
Brazil and other countries	<b>WEVO TECHNOLOGY S.A.</b> , with head offices located in the city of São Caetano do Sul, in the state of São Paulo, at Rua Niterói, 400, 9 <sup>th</sup> floor, Center, Zip Code 09510-200, registered in the National Registry of Legal Entities (CNPJ) under no. 10.841.023/0001-82	Shall be governed and interpreted according to the laws of the Federative Republic of Brazil.	The <b>Parties</b> elect the courts of the city of São Caetano do Sul, in the state of São Paulo, Brazil.

**APPENDIX II – PROVISION OF PROFESSIONAL SERVICES TO SUPPORT IMPLEMENTATION OF INTEGRATION FLOWS**

- 1. The CLIENT COMPANY's business team and technology team may make use of the SERVICE PROVIDER's remote technical team (Professional Services team) to support the implementation of the CLIENT COMPANY's integration flows, using the Wevo Platform.
  - 1.1. The CLIENT COMPANY is not obliged to hire the SERVICE PROVIDER's professional services for use of the Wevo Platform since, as it is a question of an SaaS solution, the Wevo Platform is readily available for use by the CLIENT COMPANY. This is an optional item offered by the SERVICE PROVIDER.
  - 1.2. Should the CLIENT COMPANY opt to engage the SERVICE PROVIDER's professional services team, under no circumstances may this team be held responsible for the maintenance and/or operation and/or validation and/or customization and/or configuration and/or development in the proprietary systems or the systems of the CLIENT COMPANY's third parties, except for the Wevo Platform, and this exclusively during the process of implementation, as per the timetable.
- 2. The SERVICE PROVIDER's Professional Services team will be available to commence their activities within ten (10) working days of the engagement of the Wevo Platform and signing of the Specific Conditions by the CLIENT COMPANY.
- 3. The Specific Conditions present restrictions as to use of the Professional Services team, as cited below:
  - 3.1. Total Hours: the number of hours that the CLIENT COMPANY contracted to benefit from the Professional Services team.
    - 3.1.1. In the event that the total hours are fully used up in the period prior to the finalization of the contracted scope, the CLIENT COMPANY should arrange for a new package of hours with the SERVICE PROVIDER.
    - 3.1.2. On the finalization of the contracted scope, any outstanding hours cannot be used.
  - 3.2. Period of validity of Hours: this is the maximum period for usage of the quantity of hours the CLIENT COMPANY contracted to benefit from the Professional Services team.
    - 3.2.1. In the event of the expiry of this period of partially or completely used hours, the CLIENT COMPANY should arrange for a new package of hours with the SERVICE PROVIDER.
  - 3.3. Rate per hour for additional or non-forecast scope: this is a value already agreed and defined between the SERVICE PROVIDER and CLIENT COMPANY for the execution of activities beyond the initial scope contracted.
- 4. The SERVICE PROVIDER's Professional Services team may be contacted by the CLIENT COMPANY via corporate email or telephone, or corporate messaging or videocall tools used in the SERVICE PROVIDER, such as *Google Hangouts* and/or *Google Meet*, exclusively, and in all cases only during the process of implementation, as per the timetable.

5. The process of implementing the Wevo Platform considers the stages described in the following sub-clauses, in the indicated sequence, with progress to the next phase through conclusion of the preceding phase:
  - 5.1. **Start:** aims to plan the implementation, identify technical and business focal points in the CLIENT COMPANY, define the dynamics of contact with the CLIENT COMPANY's team, request access to the systems required for integration and documentation.
    - 5.1.1. It is the responsibility of the CLIENT COMPANY to define the technical and business focal points of the CLIENT COMPANY that will participate in the Wevo Platform's implementation process.
    - 5.1.2. The CLIENT COMPANY is responsible for sharing explanatory documentation and technical access to the CLIENT COMPANY's systems and/or third-party systems to be integrated, such as links, users and passkeys with all the required permissions, available and valid during the entire process of Wevo Platform implementation.
  - 5.2. **Design:** aims to validate the contracted scope with the technical and business focal points defined by the CLIENT COMPANY in the previous phase, to identify peculiarities of the client's systems and processes, engineer the technical design of the integration flows that should be built and/or configured during the implementation of the Wevo Platform, submission of the final work timetable. Changes to the scope will not be permitted after this phase of the process.
    - 5.2.1. The CLIENT COMPANY is responsible for ensuring that the CLIENT COMPANY's technical and business focal points participate in the scope validation and detailing meetings required for the implementation of the integration flows on the Wevo Platform.
    - 5.2.2. The CLIENT COMPANY is responsible for submitting, in this phase of the Wevo Platform implementation process, all the details and particularities of its systems, technical and business processes that must be considered during the implementation of the integration flows on the Wevo Platform.
    - 5.2.3. The CLIENT COMPANY is responsible for approving, in this phase, the process of implementation of the integration flows on the Wevo Platform, the functional documentation made available by the SERVICE PROVIDER's Professional Services team, that contains all details relating to the implementation of the integration flows on the Wevo Platform.
      - 5.2.3.1. In the event of a change to the work scope and/or timeframes in this phase of the process of implementing the integration flows on the Wevo Platform, additional costs may be incurred. These additional costs will be submitted to the CLIENT COMPANY in advance and, given the approval of the CLIENT COMPANY of the addition to the scope and the additional costs, these activities shall be carried out.
  - 5.3. **Build:** aims to configure and/or build the integration flows defined and detailed in the Wevo Platform Design phase.
  - 5.4. **Test:** aims to train the technical and business focal points defined by the client, support and monitor the tests performed by the technical and business focal points defined by the client in respect of what was configured and/or developed in the Build phase.
    - 5.4.1. The CLIENT COMPANY is responsible for defining the test plan containing all the test conditions to be used in the certification of the configured and/or developed integration flows.
    - 5.4.2. The CLIENT COMPANY is responsible for carrying out the test plan containing all the test conditions defined for the certification of the configured and/or developed integration flows.
    - 5.4.3. The CLIENT COMPANY is responsible for recording the test evidence related to the performance of the test plan containing all the test conditions defined for the certification of the configured and/or developed integration flows.
    - 5.4.4. The CLIENT COMPANY is responsible for formally recording the approval and certification of the integration flows configured and/or developed by the SERVICE PROVIDER, so that the integration flows can be moved into production.
  - 5.5. **Activation:** aims to move the CLIENT COMPANY's integration flows into production.
  - 5.6. **KI:** aims to transfer to the CLIENT COMPANY the knowledge related to the configured and/or developed integration flows to the defined, qualified, technical user(s).
  - 5.7. Each phase of the process of implementation of the Wevo Platform consists of a set of activities for which responsibility lies with: (a) the SERVICE PROVIDER's Professional Services team; (b) the CLIENT COMPANY; or (c) the SERVICE PROVIDER's Professional Services team and that of the CLIENT COMPANY; depending on the case. This set of activities and responsibilities is submitted to the CLIENT COMPANY in the "Design" phase.
  - 5.8. Once the Wevo Platform is up and running, the SERVICE PROVIDER's technical support team will be presented to the CLIENT COMPANY for the provision of Technical Support services related to the Wevo Platform and the CLIENT COMPANY will then be monitored by this team and no longer by the SERVICE PROVIDER's Professional Services team.

### APPENDIX III – PLATFORM AVAILABILITY AND PROVISION OF TECHNICAL SUPPORT SERVICES (SLA)

1. With regard to the availability of the Wevo Platform, the SERVICE PROVIDER guarantees a minimum availability of between 96.5% and 99.5%, depending on the Services contracted by the CLIENT COMPANY.
  - 1.1. The SERVICE PROVIDER will strive to maintain the stability of the Wevo Platform as per the minimum percentages of time of monthly availability presented above. The monthly availability determined on the Wevo Platform is calculated by subtracting from 100% the percentage time during which the Wevo Platform was "unavailable", with time being measured in minutes, starting from ten (10) minutes of "unavailability".
    - 1.1.1. "Unavailable" and "Unavailability" signify that the Wevo Platform is inaccessible to all users.
    - 1.1.2. The SLA commitment does not apply in cases where the responsibility is not that of the SERVICE PROVIDER, as described in the Contract, and also in the following situations:
      - 1.1.2.1. Where potential interruptions are necessary in order to conduct technical adjustments or maintenance of the Wevo Platform, the performance of which shall be communicated by the SERVICE PROVIDER giving reasonable advance notice of no less than forty-eight (48) hours, and which will be preferably carried out, providing it is feasible, during night hours when platform traffic is light. In the event that Wevo Platform maintenance is required that entails a temporary shutdown of the platform, the SERVICE PROVIDER shall be obliged to inform the client, in respect of this shutdown, with minimum prior notice of seventy-two (72) hours. The SERVICE PROVIDER shall not be obliged to give prior notice to the client with regard to platform interruptions that are necessary in urgent



cases, interpreted as cases which may put at risk the routine operation of the platform and those interruptions determined for motives of the security of all users against detected vulnerabilities, as soon as said vulnerabilities arise. It is understood that these interruptions will persist for the period of time needed to resolve the flaws and/or vulnerabilities found, and the CLIENT COMPANY must be informed by the SERVICE PROVIDER, listing the justification and the estimated time needed for resolution.

- 1.1.2.2. Whenever potential emergency interventions are required, resulting from the need to preserve the security of the Wevo Platform, and intended to prevent or halt the activities of hackers or intended to implement emergency and security corrections to the platform.
  - 1.1.2.3. Suspension of the provision of the Services at the behest of the appropriate authorities or as a result of noncompliance by the CLIENT COMPANY of clauses in the Contract.
  - 1.1.2.4. In the event of an Overload perpetrated by the client, or third party engaged by the client, via Wevo Platform, an API or some other format, importing of data by the administrative environment, the Wevo Platform. In this case, if necessary, the SERVICE PROVIDER may temporarily suspend the service. Overload will be deemed to have occurred when an information flow occurs ten times greater than the average observed in the fortnight prior to the occurrence.
2. The CLIENT COMPANY may call upon a Technical Support team from the SERVICE PROVIDER, available 10x5 (8 a.m. to 6 p.m.) or on a 24x7 emergency basis, depending on the Services contracted by the CLIENT COMPANY.
  3. The SERVICE PROVIDER's Technical Support team will provide technical support services, remotely, exclusively for the Wevo Platform.
  4. The SERVICE PROVIDER's Technical Support team may be contacted by the CLIENT COMPANY 8x5 using the Chat tool available on the Wevo Platform, or via the WEVO Customer Service Portal or by Corporate Telephone, depending on which Services were contracted by the CLIENT COMPANY, it being necessary for any interaction to always log the service on the Wevo Service Portal for correct SLA control.
    - 4.1. If the CLIENT COMPANY contacts the SERVICE PROVIDER's Technical Support team via service channels and/or at hours other than those included in the Services contracted by the CLIENT COMPANY, the service cannot be carried out.
  5. The CLIENT COMPANY must log its service request in line with the rules defined below:
    - 5.1. To log a request, it is necessary for the CLIENT COMPANY to submit evidence to support the request.
    - 5.2. The logged request should address just one issue.
    - 5.3. To log a request, it is necessary for the CLIENT COMPANY to observe the definition of criticality, as stated below:
      - 5.3.1. **Urgent Criticality:** this refers to the complete unavailability of the Wevo Platform.
        - 5.3.1.1. Unavailability is only characterized when ascertained that the platform does not allow login, or all the integration flows cannot be run on the Wevo Platform, for motives attributed to the SERVICE PROVIDER. One or more integration flows erroneously run on the Wevo Platform are not considered under this criterion.
      - 5.3.2. **High Criticality:** this relates to unexpected behavior of 1 or more functionalities of the Wevo Platform.
        - 5.3.2.1. The occurrence of potential defects in the integration flow generated by changes to the CLIENT COMPANY's and/or third-party systems and applications, or changes to business rules, is not understood to be unexpected behavior, but rather an enhancement.
      - 5.3.3. **Normal Criticality:** this relates to doubts concerning the Wevo Platform, or a request for an enhancement to be made available on the Wevo Platform.
  6. The following SLAs will be considered for requests logged by the CLIENT COMPANY according to the criticality of the request confirmed by the SERVICE PROVIDER's Technical Support team:

Request Criticality	Request Solution SLA
Urgent	4 working hours
High	8 working hours
Normal	40 working hours

- 6.1. The hours defined for the Solution SLA exclude the time taken to intervene and/or to obtain responses from third parties (CLIENT COMPANY, Partners, etc.), the time taken to obtain approvals that mandatorily depend on the decision or internal action by the CLIENT COMPANY, the time taken to interact with the user and when the user is not available or contactable.
7. The SERVICE PROVIDER guarantees the servicing of the SLA only for requests logged by the CLIENT COMPANY in line with the rules presented herein.
8. The SERVICE PROVIDER undertakes with the CLIENT COMPANY to service a minimum of 95% of requests logged by the CLIENT COMPANY in line with the agreed Request Solution SLA.
9. The verification of the CLIENT COMPANY's service, according to the agreed SLA, shall only commence 3 months after activation of the Wevo Platform for the CLIENT COMPANY. From this point on, service verification will always go ahead on successive quarterly bases.
10. In the hypothesis that the SERVICE PROVIDER does not fulfil its commitment to address Wevo Platform availability agreed with the CLIENT COMPANY and/or the SLA agreed with the CLIENT COMPANY, the CLIENT COMPANY shall be eligible to receive Service Credits, as described below.
  - 10.1. Service Credits are calculated based on the value of the monthly fee paid by the CLIENT COMPANY exclusively in the month in which the verification of noncompliance with Availability and/or Contracted SLA occurred, in accordance with the table below:

Verified Monthly Availability	Service Credit Percentage
Between 0.01% and 5.00% below the contracted level	2.5% on up to 1 monthly payment



More than 5.00% below the contracted level	5% on up to 1 monthly payment
Verified Monthly SLA	Service Credit Percentage
Between 0.01% and 5.00% below the contracted level	2.5% on up to 1 monthly payment
More than 5.00% below the contracted level	5% on up to 1 monthly payment

- 10.2. When occurring in the same period of analysis, noncompliance with the commitment to availability of the Wevo Platform in conjunction with noncompliance with the Contracted SLA commitment, the Service Credit values should be summed together.
- 10.3. Service Credits will only be used for future payments owed by the client by virtue of the Contract. Services Credits may not be transferred or credited to any other Contract.
- 10.4. Service Credits shall not afford the CLIENT COMPANY the right to reimbursement or any other payment by the SERVICE PROVIDER, except where the Service Credits relate to the final quarter of the lifetime of the Contract. Exclusively in this case, the CLIENT COMPANY may issue a credit note to WEVO in respect of the value of said credits, which will be reimbursed to the CLIENT COMPANY within twenty (20) days of receipt of said credit note from WEVO.
- 10.5. In order to receive a Service Credit, the CLIENT COMPANY should send an email to *financeiro@wevo.com.br* by the last day of the month following the quarterly SLA verification of the CLIENT COMPANY's support. To be eligible for assessment of the credit, a request must be received and contain the following data:

Subject: "Disruption to Availability/SLA – Request for Credit"

Record of the request(s) opened with WEVO's Technical Support team that provide evidence of the error(s) and corroborate the claim of noncompliance of Availability/Contracted SLA.

- 10.6. If no such calls are opened, and once the period in which a claim can be made is over, it will be assumed that potential system unavailability has not resulted in damage to the CLIENT COMPANY's operations, there being nothing more to say by way of penalty to the SERVICE PROVIDER through noncompliance with the SLA.
- 10.7. If the SLA verified in the quarter is less than the Contracted SLA, the SERVICE PROVIDER shall apply one (1) time the Service Credit to the billing in the month following verification of the occurrence.