

SOFTWARE LICENSE AGREEMENT AND SERVICE PROVISION

By this private instrument, on the one hand, as licensor, **NETPDV - PAYMENT SOLUTIONS, LDA**, enrolled with the portuguese taxpayer register ("NIPC") under No. 515048941, headquartered at Avenida Barbosa du Bocage, nº 113, Lisboa, Portugal, Zip Code 1050-031 ("ZIG" or "CONTRACTOR"); and on the other hand, as a licensee, as qualified in the Term of Acceptance, which is an integral part of this Agreement ("CONTRACTING PARTY").

CONTRACTING PARTY and CONTRACTOR individually referred to simply as "Party" and together as "Parties".

When using and carrying out operations on the software made available by the CONTRACTOR, the CONTRACTING PARTY will be automatically adhering to and agreeing with the conditions of this Agreement, which is available for consultation on the website <http://www.zigpay.com.br/software-license-agreement-service-provision.pdf>.

The CONTRACTOR may change the conditions of this Agreement, at any time, and the CONTRACTING PARTY, if it does not agree with the modification, may denounce it at any time, as provided for in this Agreement.

Whereas:

I - The CONTRACTOR is the legitimate holder and owner of the software that allows the CONTRACTING PARTY to manage the consumption of its Users, through the use of available technological tools;

II - Also, the CONTRACTOR is the legitimate owner of an application for mobile devices with available internet access on the ZIG Platform, which allows registered Users to make payments due to the purchase of products or services marketed by the CONTRACTING PARTY;

III - The Platform and the Application are integrated with the payment system of the Acquirer and/or Payment institutions with which the CONTRACTOR has a commercial relationship, allowing the CONTRACTING PARTY to receive payments from the Users and make payments to third parties; and

IV - The CONTRACTING PARTY intends to obtain a license to use the Platform and offer the Application to Users, in addition to using the Payment Services provided by the Acquirer and/or Payment Institution.

The Parties resolve to enter into this Software License Agreement and Service Provision ("Agreement"), in accordance with the following clauses and conditions.

1 - Definitions and Object

1.1. The following words and expressions, in the singular or plural, when written in this Agreement with their first capital letter, will have the following definitions:

"Application": software owned by the CONTRACTOR, for use through smartphones and other devices mobile phones with internet access, which allows Users to consult their consumption and make payments to the CONTRACTOR.

"Content": any and all information contained in the Application, including photos, drawings, graphic arts, layouts, texts, data, prices, consumption history, among others, which will be made available by the CONTRACTING PARTY to the Users.

"Acquirer": acquirer or sub accreditor that has a business relationship with the CONTRACTOR, and that will carry out the accreditation of the CONTRACTING PARTY to accept and receive payments with credit and debit cards.

"Cashless": The Cashless system is certified as an electronic prepaid account, in which all information is encrypted and the data is written directly to the chip of an RFID card/wristband and transmitted to an online/offline platform in current account concept. With the device (card or wristband) it is possible to charge credits and consumption at points of service and services of the event(s) and/or establishment(s).

“Chargeback”: Refers to the act of contesting a purchase via credit card directly with the administrator of the card.

“Personal Data”: is the term used to refer to any information that identifies or makes identifiable a natural person and that is contained in the data collected by the CONTRACTING PARTY and is protected in the same way as personal data, personal information or personally identifiable information under the GDPR, including, without limitation, the personal data of the Users of the Application or the CONTRACTOR's Platform.

“Features”: technological tools available on the Platform, which enable the CONTRACTING PARTY: (i) to make Content available to Users; (ii) allow Users to make purchases on the CONTRACTING PARTY; (iii) receive payments made by Users, through integration with the Payment Services; (iv) use the Fiscal Module (defined below); and (iv) coordinate activities in the sale of products or services to Users.

“Payment Institution”: institution that has a business relationship with the CONTRACTOR, and that provides management and custody services for financial resources deposited in payment accounts, processing of payment transactions, among other available services.

“Applicable Laws”: means all applicable legislation of the CONTRACTING PARTY's location, including laws, regulations, rules, orders, decrees or other guidelines with the force of law, related to data protection and that are applicable to the Parties.

“General Personal Data Protection Act” or “GDPR”: consists of law on data protection within the European Economic Area (EEA) and European Union (EU) that regulates Personal Data Processing activities.

“Platform”, “ZIG Platform” and “NETPDV Platform”: software owned by the CONTRACTOR, for online and offline use, through which the CONTRACTING PARTY may use the functions made available by the CONTRACTOR, in addition to the Payment Services provided by the Acquirers and/ or Payment Institutions.

“Services”: technology services provided by the CONTRACTOR through the license of the Platform and Application, including the availability of Features, integration with Payment Services and assistance in the accreditation of the CONTRACTING PARTY with an Acquirer and/or Payment Institution.

“Payment Services”: means of payment services provided by an Acquirer and/or Payment Institution, and which allow the CONTRACTING PARTY to receive payments from Users through the use of credit or debit cards, and to carry out payment transactions.

“User” or “Users”: natural person who, after being registered with the CONTRACTOR, will be able to access the Application, have access to the Content made available by the CONTRACTING PARTY, and make payments due to the acquisition of products or services made available by the CONTRACTING PARTY.

“PayPal”: means any PayPal applicable to CONTRACTING PARTY's location, that is, it is a partner platform of the CONTRACTOR, which allows online payments through the registration of credit cards at its PayPal digital wallet.

“POS”: POS or PoS is a point of sale or point of service. The POS uses GPRS or Wi-Fi connection for communication, and the transaction coupons are printed by the POS itself.

“Processing”: means any operation carried out with Personal Data, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, elimination, evaluation or control of information, modification, communication, transfer, diffusion or extraction.

“Personal Data Breach”: is the term used to refer to a security breach that accidentally or unlawfully causes the destruction, loss, alteration, unauthorized disclosure or access to Personal Data transmitted, stored or otherwise processed by the CONTRACTOR in relation to the provision of the Services. The term “Personal Data Breach” shall not include attempts or activities that do not compromise the security of Personal Data, such as: failed login attempts, pings, port scans, denial of service attacks, and other network attacks against firewalls or networked systems.

1.2. By this Agreement, the CONTRACTOR grants the CONTRACTING PARTY a non-exclusive, non-transferable, and onerous license to the ZIG Platform or NETPDV Platform, as the case may be, to use the Features.

1.2.1. The CONTRACTING PARTY may still offer Users the possibility of using the Application, to providing Content and making payments.

1.2.2. The Platform and the Application are integrated with the system of an Acquirer and/or Institution of Payment, allowing the CONTRACTING PARTY to use the Payment Services, in accordance with the terms set forth in this Agreement.

1.3. Also included in the object of this Agreement is the provision, by the CONTRACTOR to the CONTRACTING PARTY, of the following services (together "Services"):

(a) Delivery, on loan or lease, as the case may be, of the equipment needed to capture transactions by credit or debit card ("Equipment");

(b) Execution of the acts necessary for the accreditation of the CONTRACTING PARTY to the system of an Acquirer and/or Payment Institution, including obtaining, analyzing and sending information and documents ("Accreditation");

(c) Qualified workforce with proven experience, observing all current legislation, including labor, social security and tax;

(d) Support, training and advice of the CONTRACTING PARTY for the use of the Platform and Equipment, as well as about the Payment Services;

(d) Upon request by the CONTRACTING PARTY, the transfer to the Payment Institution of the orders to move the amounts deposited in the Payment Account; and,

(e) Issue and send invoice, as the case may be, so that the CONTRACTING PARTY makes the payments agreed within of the established deadlines.

1.4. By completing the identification and acceptance registration of this Agreement ("Term of Acceptance"), the CONTRACTING PARTY agrees with all terms herein provided and may use the functions acquired in accordance with the license, described in the Term of Acceptance and available on the ZIG Platform or NETPDV Platform, as the case may be, the Services provided by the CONTRACTOR and the Payment Services provided by an Acquirer and/or Payment Institution, as applicable.

2 - Use of the Platform

2.1. To use the Platform, the CONTRACTING PARTY must have hardware and software in compatible conditions, according to the configurations and requirements indicated by the CONTRACTOR's technical area.

2.1.1. It will be the exclusive responsibility of the CONTRACTING PARTY to obtain, maintain and pay for the necessary hardware and software, as well as the contracting of internet access (including taxes, fees or charges levied by service providers).

2.1.2. The CONTRACTOR will not be responsible for any problem arising from the impossibility of using the Platform due to the incompatibility of hardware and software, or the intermittence or unavailability of internet connection used by the CONTRACTING PARTY.

2.2. The licensed Platform will be for the exclusive use of the CONTRACTING PARTY, not being allowed, unless expressly authorized by the CONTRACTOR, the use by other companies, even if from the same economic group or located at the same address.

2.3. Whenever necessary, the CONTRACTOR, upon prior notice and whenever possible during business hours, may enter the CONTRACTING PARTY's premises to: (i) verify that the Platform is being used as provided for in this Agreement; and (ii) perform an update or maintenance (preventive or corrective) of the Platform.

2.3.1. The misuse of the Platform by the CONTRACTING PARTY may lead to the immediate termination of this Agreement, without prejudice to the collection of the Remuneration due to the CONTRACTOR until the end of the term, as a cumulative and non-compensatory penalty clause.

2.4. The Platform will allow the use of the Features. The CONTRACTOR may, at any time and at its sole discretion, include new functions or change their characteristics, upon prior notice to the CONTRACTING PARTY.

2.5. The CONTRACTING PARTY undertakes to provide and keep updated all the information necessary for the correct use of the Features by the Users, mainly in relation to: (i) the Content to be published; and (ii) to products and/or services marketed.

2.5.1. The CONTRACTING PARTY will be exclusively responsible, before the CONTRACTOR, Users and third parties, for all the Content made available on the Application, including the consumption list and respective prices.

2.6. The CONTRACTOR does not guarantee the interruption and speed of the Platform, which may present unavailability, slowness and processing error, including indefinitely, in cases of preventive or corrective maintenance, system error, failures of other service providers and case events act of God or force majeure, including, but not limited to, the cases described below: (i) fires; (ii) floods; (iii) natural disasters; (iv) strikes; (v) interception of the means of communication by factors beyond the control of the Parties; (vi) disruption of electrical, telephone or telecommunications network supply; (vii) court decisions; (viii) breach of obligation assumed by third parties for which the Party involved has not given cause; and (ix) direct or indirect invasive cyber-attacks.

2.6.1. The CONTRACTING PARTY acknowledges that the CONTRACTOR will not be liable for losses and damages, of any nature, due to the unavailability of the Platform, considering that such situations are predictable and possible to occur in the case of technology services.

2.7. The CONTRACTING PARTY may not use the Platform for illicit purposes, including the illegal capture of data, information or any other type of activity that may cause damage to the CONTRACTOR, Users, Acquirers and/or Payment Institutions.

2.8. In case of event(s), the CONTRACTING PARTY shall provide the CONTRACTOR's team, at no cost, with HT communication radios, for use during the entire period of the event(s), as well as a secure structure in a reserved room with lock, for the storage of the Equipment, where an exclusive space will also be allocated for the charging environment of the Equipment's batteries.

2.9. Also, in case of event(s), the CONTRACTING PARTY shall provide the CONTRACTOR's team, with a minimum of 07 (seven) days in advance, the sending of the menu to configure it on the Platform, according to the specifications provided by the CONTRACTING PARTY.

2.9.1. It will not be up to the CONTRACTOR to check whether the menu specifications are correct and/or complete, with the CONTRACTING PARTY being solely responsible in this regard, committing to keep the CONTRACTOR exempt from any demands, claims and/or questions in this regard.

3 - Accreditation for the use of Payment Services

3.1. In order to use the Payment Services, the CONTRACTING PARTY authorizes the CONTRACTOR to carry out its Accreditation before an Acquirer and/or Payment Institution, by providing all the necessary information and documents, under the terms indicated in the Term of Acceptance.

3.1.1. The Acquirer that will provide the Payment Services will be defined by the CONTRACTOR and informed to the CONTRACTING PARTY, whenever requested.

3.1.2. The management, custody of resources and making payments, on behalf of the CONTRACTING PARTY, will be carried out in accordance with the terms and conditions of Attachment I –Payment Account Opening; of which the CONTRACTING PARTY declares itself aware and consenting.

3.2. The CONTRACTING PARTY authorizes the CONTRACTOR to share its information and documents with the Acquirer and/or Payment Institution, to enable its Accreditation.

3.2.1. Through this Agreement, the CONTRACTING PARTY grants the CONTRACTOR all the necessary powers to perform all the acts necessary for its Accreditation, including for the adhesion to the Accreditation Agreement of the Acquirers, and the Attachment I - Payment Account Opening of the Payment Institution.

3.2.2. The CONTRACTING PARTY, by providing all the required data and documents, will be civilly and criminally responsible for the veracity of the information declared, including before the Acquirer and/or Payment Institution; obliging itself to keep the CONTRACTOR aware of any changes in its data, so that they are updated before the Acquirer and/or Payment Institution.

3.3. The CONTRACTING PARTY will be considered accredited before the Acquirer and/or Payment Institution from the moment the Payment Services are available to the CONTRACTING PARTY.

3.3.1. The Services provided by the CONTRACTOR under this Agreement do not guarantee the effective Accreditation of the CONTRACTING PARTY, given that the Acquirer and/or Payment Institution may cease to accredit any individual or legal entity that, at its sole discretion, fails to meet the conditions required by them.

3.3.2. The CONTRACTING PARTY may, at any time, request the CONTRACTED PARTY to send a copy of the accreditation agreement entered into with the Acquirer, which consists of a standard contract, which can be accessed at any moment on the Accreditor's website.

3.4 The Acquirer and/or Payment Institution will be solely responsible for providing the Payment Services, including due to any cancellation, suspension, absence or reversal of payment of payment transactions carried out in favor of the CONTRACTING PARTY.

3.4.1 The CONTRACTOR, under no circumstances, will be responsible for any breach of any obligation related to the Payment Services, and the CONTRACTING PARTY must adopt all measures it deems necessary before the Acquirer and/or Payment Institution.

3.4.2. The CONTRACTOR will not pay any compensation, regardless of its nature (including for damages emerging, lost profits, loss of revenue or moral damages), if the CONTRACTING PARTY suffers losses due to errors and problems in the Payment Services.

3.5. The provision of Payment Services will be subject to the payment of specific remuneration to the CONTRACTOR, as provided for in the Term of Acceptance, which includes the rates and fees charged by the Acquirer and/or Payment Institution.

3.5.1. The adjustment of the remuneration charged by the CONTRACTOR due to the Payment Services may be applied, at the discretion of the CONTRACTOR, if there is an increase in the rates and fees charged by the Acquirer and/or Payment Institution.

3.6. The CONTRACTING PARTY is aware and agrees that the CONTRACTOR will have access to information regarding the payment transactions carried out due to the Payment Services, which will be made available by the Acquirer and/or Payment Institution.

3.7. Acquiring commercial transactions will take place through POS in accordance with current legislation and regulation, as well as in compliance with the rules established by the founders of the payment arrangements in which the CONTRACTOR participates.

3.8. The POS shall be used in POS commercial transactions carried out by the CONTRACTING PARTY in the face-to-face mode, in which case their use is subject to the use of a personal password.

3.9. The CONTRACTING PARTY must use the POS in accordance with the applicable legislation and in accordance with the specifications of the manufacturer, and only for the purposes set forth in this Agreement, the use of POS for illegitimate, fraudulent purposes or that violate the Agreement, being civilly and criminally liable for the misuse.

3.10. The CONTRACTING PARTY undertakes to present to its Users all the conditions of the commercial transaction on the POS screen for checking and accepting the POS business transaction by the Users.

3.10.1. The CONTRACTING PARTY is aware and agrees that it must file the receipts referring to the transactions carried out in the POS with its Users, considering that the aforementioned vouchers are unequivocal proof of the execution of the payment operations and may be used to contest any discrepancies with the Acquirer.

3.11. The CONTRACTING PARTY may only carry out regular POS commercial transactions, being prohibited from accepting payment in fictitious or simulated transactions, including, without limitation: (i) splitting a single sale into two or more transactions in the same payment instrument, by submitting two or more transactions; (ii) provide or refund to holders of a payment instrument, for any reason, amounts of money (national or foreign currency, checks, money orders or credit instruments); and/or (iii) any other type or form of transactions considered irregular by the CONTRACTOR.

3.12. Will be subject to non-processing or cancellation of POS commercial transactions irregularly carried out by the POS CONTRACTING PARTY, under any modalities, connivingly or not, in circumstances that characterize fraud or disagree with this Agreement or with the legislation in force.

3.13. The CONTRACTOR, at any time, may replace the Acquirer and/or Payment Institution responsible for the Payment Services, upon communication to the CONTRACTING PARTY.

3.13.1. The replacement of the Acquirer and/or Payment Institution will occur without any burden or expense for the CONTRACTING PARTY, by means of automatic transfer of the Payment Services to another company; the CONTRACTOR being responsible for any costs related to the transfer of services.

3.14. In the event that the CONTRACTING PARTY chooses to use the PayPal solution, he/she must keep an account with it with sufficient credits for possible returns of credit purchases through Credit Cards (chargeback), as well as credit returns (refund) required by its Users at the end of the event(s) and/or departure from the establishment(s), leaving the CONTRACTOR exempt from any obligation. Alternatively, the CONTRACTING PARTY may indicate a bank account or a credit card that covers the requested returns. In the latter case, there will be an extra charge by PayPal.

3.14.1. The CONTRACTING PARTY is aware that the amount corresponding to the credits acquired by its Users through PayPal will only be available in their PayPal account within a period of up to 35 (thirty-five) days after the respective purchase.

3.15. The CONTRACTING PARTY may additionally contract the reimbursement web platform (“Refund Platform”), through which a form will be made available for requesting reimbursement by the CONTRACTING PARTY’s Users, which will be available from the closing date of the event(s) until the date previously agreed between the Parties by through a commercial proposal approved by the CONTRACTING PARTY.

3.15.1. A fee related to the cost of the financial transaction, bank charges, taxes and system will be deducted from the remaining balance for reimbursement of each User of the CONTRACTING PARTY, and if the remaining balance is less than or equal to the value of said fee, the refund the remaining balance.

3.15.2. In order to use the Refund Platform, the CONTRACTING PARTY declares to know and agree, as well as to guide its Users regarding the general rules for operating the refund, described below:

a) Only cards active in the event(s) will be able to receive a refund of the remaining balance;

- b) The User's identification informed in the form must be the same used when activating the card in the event(s);
- c) The refund will only be made in the bank account whose User's identification of the holder is the same registered at the time of activation of the card;
- d) The refund will be made within 35 (thirty-five) days after the closing date for filling out the form.

4 – Chargeback and Dispute of Card Transactions

4.1. In transactions carried out with a credit or debit card before the Acquirer, the following shall apply to the CONTRACTING PARTY: (i) the Chargeback and cancellation rules stipulated by the Acquirer and card brands; and (ii) respective fines and penalties originally applicable to the CONTRACTOR by the Acquirer or brands, in case of non-compliance, by the CONTRACTING PARTY, with its rules, according to the number of transactions carried out with cards that may be contested, canceled or not recognized, during the Chargeback procedure.

4.2. The CONTRACTING PARTY shall, when requested by the CONTRACTOR, provide the proof of sale printed on the Equipment and all documentation related to proof of delivery of products or services to dismiss the dispute for Chargeback, and the failure to present this document will be understood as failure to deliver the product and/or service.

4.3. If there are indications of irregularity in the transaction with credit and debit card, due to non-recognition by the User, complaint, Chargeback or cancellation regarding a payment received by the CONTRACTING PARTY, the Acquirer may temporarily withhold and offset the respective amounts with the credits to be paid to cover the value of the respective obligation.

4.3.1. The CONTRACTING PARTY declares to be aware of the possibility of suspending the payment of transactions with credit and debit cards, for the time necessary to determine any Chargeback, when any transaction is carried out that is not compatible with the value, nature and the field of activity of the CONTRACTING PARTY and the User.

4.4. The terms and the Chargeback procedure will be those defined by the brands and Acquirer, according to market rules.

5- Hypotheses of Retention and Offsetting of Values

5.1. The CONTRACTING PARTY acknowledges and agrees that the CONTRACTOR may carry out: (i) retention of any amounts due to the CONTRACTING PARTY to fully guarantee any payments that are due to the CONTRACTOR or to protect the CONTRACTOR against financial risks related to any obligations of the CONTRACTING PARTY, in accordance with the provisions of this Agreement; and (ii) compensation, with any amounts due to the CONTRACTING PARTY, of debts of any nature from the CONTRACTING PARTY to the CONTRACTOR, in accordance with the provisions of this Agreement.

5.2. The CONTRACTOR, at its sole discretion, may withhold any and all payments that the CONTRACTING PARTY has to receive from the Acquirer and/or Payment Institution, when the CONTRACTOR understands that there is a high level of operational or credit risk associated with the CONTRACTING PARTY's performance.

5.3. In cases where there is illiquidity, insolvency, request for judicial or extrajudicial recovery, pre-bankruptcy, termination of activities or any other event in which the CONTRACTING PARTY's difficulty in fulfilling its contractual and/or legal obligations is characterized, the CONTRACTOR reserves, according to reasonable criteria and upon notice to the CONTRACTING PARTY, the right to withhold the credits owed to it, in order to ensure compliance with its obligations to the CONTRACTOR.

5.4. In addition to the other cases provided for in this Agreement, the CONTRACTOR may retain the credits due to the CONTRACTING PARTY if the User claims the non-delivery of the products or services that originated the transaction with credit and debit card, or if, in any way, there is risk of said transaction being canceled or its Chargeback by the Acquirer.

5.5. In the event of Chargeback, cancellation, among other cases that involve the non-recognition or dispute of the value of the transaction with credit and debit card by the Users with the issuing banks, as well as in the case of collection of

fees, tariffs, products, Equipment, rents, irregular transactions, etc., the CONTRACTOR may, alternatively: (i) fail to pay the respective amounts in the Payment Account or Bank Domicile; (ii) make debit entries in the CONTRACTING PARTY's Payment Account; (iii) offset the amount of the debt with any other credits, present or future, due to the CONTRACTING PARTY, debiting any charges levied under this Agreement; (iv) allow the CONTRACTING PARTY, in the event of absence of credits to be offset, to make the payment in the manner indicated by the CONTRACTOR; or (v) charge a third party.

5.5.1. Late payment will subject the CONTRACTING PARTY to the payment of an interest of 1% (one percent) per month, calculated *pro rata die*, in addition to a contractual fine equivalent to 10% (ten percent) of the defaulted amount.

5.5.2. The CONTRACTING PARTY will have a period of 30 (thirty) days to point out any possible divergence or inaccuracy in relation to any payment made. After this period, the CONTRACTING PARTY will give full and definitive discharge to the CONTRACTOR, the Acquirer and/or Payment Institution, with no right to claim by the CONTRACTING PARTY.

6 - Equipment necessary for the use of Payment Services

6.1. To use the Payment Services provided by the Acquirer, the CONTRACTING PARTY must use specific equipment to capture credit and debit card transactions ("Equipment"), which will be made available by the CONTRACTOR in lending or lease, as the case may be.

6.2. The CONTRACTING PARTY must supply adequate energy for the operation of the terminals, preparing them for their installation, therefore, at fixed points such as bars and/or boxes, an exclusive power outlet must be made available for use.

6.3. The CONTRACTOR ensures that the Equipment is in conditions of use, conservation and operation, having been reviewed before being made available, in accordance with the inspection report checked and signed by the CONTRACTING PARTY, and thus must be returned at the end of the loan or lease, as the case may be.

6.4. For the purposes of proving the conditions of the Equipment, an inspection will be carried out, both upon delivery to the CONTRACTING PARTY, and upon its return, and a report must be signed attesting to its condition, using such document as proof of the conditions / delivery status and devolution.

6.5. For all purposes, the beginning of the loan or lease, as the case may be, is fixed from the date of actual receipt of the Equipment by the CONTRACTING PARTY.

6.6. Corrective maintenance or replacement of the defective Equipment must be carried out by the CONTRACTOR, at no cost to the CONTRACTING PARTY, except for the exchange of supplies, such as coils and battery. If the CONTRACTING PARTY has proven the misuse of the Equipment, the costs related to maintenance must be paid by the CONTRACTING PARTY.

6.7. The CONTRACTING PARTY declares to be aware of the necessary infrastructure for the proper use of the Equipment, being fully responsible for such costs.

6.8. In addition to the obligations established in this Agreement, the CONTRACTING PARTY shall:

- (a) Immediately notify the CONTRACTOR about the occurrence of any problems with the Equipment;
- (b) Ensure that any and all repairs to the Equipment are carried out solely and exclusively by the CONTRACTOR or by a person formally appointed by the CONTRACTOR;
- (c) Not to lend, lease, sublease or assign the Equipment to third parties, in any capacity, as well as not transfer them to another location without the CONTRACTOR's prior and express authorization;

(d) Take due care and observe the instructions regarding security and confidentiality in handling the Equipment, accessories and software installed therein, aiming at protecting transactions and information that occur in the event(s) and/or establishment(s);

(e) Not to promote any changes and/or adaptations to the terminals, machines and Equipment, nor to use software programs other than those licensed and owned by the CONTRACTOR;

(f) Indemnify the CONTRACTOR for any damages resulting from claims, with partial or total destruction, motivated by a fall or improper use, negligence, malpractice, warranty seal breakage, imprudence or case of robbery, theft, loss, paying the CONTRACTED the market value of the Equipment, as a non-compensatory fine.

(g) In case of robbery or theft, the CONTRACTING PARTY undertakes to provide the respective report before the competent body within 24 (twenty-four) hours after the fact and to send a copy of the report to the CONTRACTOR, within 48 (forty-eight) hours of the fact; and

(h) Bear the costs related to the installation service not carried out, due to deficiency or lack of basic infrastructure.

6.9. The CONTRACTOR is not responsible for solving problems related to the operation of the Equipment that are not owned by it and that may interfere with its full use, such as problems related to third-party software, telephone network or internet access, etc.

6.10. The CONTRACTING PARTY is responsible for any type of cloning or fraud related to the inappropriate use of the Equipment.

7 - Remuneration of the CONTRACTOR

7.1. In return for the license to use the Platform and provide the Services provided for in this Agreement, the CONTRACTING PARTY will pay the CONTRACTOR a remuneration in accordance with the amounts described in the Term of Acceptance ("Remuneration").

7.2. The payment of the Remuneration due to the CONTRACTOR will be made through transfer by the Acquirer and/or Payment Institution, before payment to the CONTRACTING PARTY of the value of the transactions with credit and debit card.

7.2.1. To this end, the CONTRACTING PARTY expressly authorizes the Acquirer and/or Payment Institution (as applicable) to, on its own account and order, debit the amount of the Remuneration due to the CONTRACTOR under this Agreement.

7.3. The Remuneration will be variable, by applying a percentage on the value of credit and debit card transactions carried out by the CONTRACTING PARTY. The calculation of the Remuneration due to the CONTRACTOR may be carried out monthly or at the end of a given event.

7.3.1. Regardless of the volume of transactions with credit and debit cards carried out by the CONTRACTING PARTY, the CONTRACTING PARTY shall pay the minimum amount of Remuneration, as provided for in the Term of Acceptance.

7.3.2. The amount of the Remuneration will be readjusted annually by mutual consent of the Parties through the execution of a new Term of Acceptance.

7.4. Failure to pay the Remuneration will result in the payment of a fine of 10% (ten percent), late payment interest of 1% (one percent) per month, calculated *pro rata die* on the debt amount.

7.4.1. Failure to pay will also result in the immediate suspension of the Services and blocking of access to the Platform; without prejudice to the adoption of appropriate judicial and extrajudicial measures for the collection of the credit, including the inclusion of the debt in the credit protection agencies.

7.5. The non-use of the Platform by the CONTRACTING PARTY will not affect the amount of the Remuneration to be paid to the CONTRACTOR during the Initial Term of this Agreement, considering the costs and expenses incurred by the CONTRACTOR for the installation, setup, customization and availability of the Platform and Application.

7.6. The amount of the Remuneration will be automatically readjusted whenever there is a change in the taxes levied on the object of this Agreement, as defined by the respective applicable legislation.

7.7. The CONTRACTOR may charge other types of remuneration due to additional services that may be provided to the CONTRACTING PARTY, in accordance with the amounts indicated in the Term of Acceptance.

8 - Additional Obligations of the CONTRACTING PARTY

8.1. The CONTRACTING PARTY will be exclusively responsible for the quality, existence, quantity, safety, delivery and guarantee of the products or services marketed to the Users; so that the CONTRACTOR will not exercise any control or supervision and will not have any responsibility for the products or services, nor for the veracity of the Content made available on the Application or on the Platform.

8.2. It will be the exclusive responsibility of the CONTRACTING PARTY to fulfill all obligations arising from its business activity, including, but not limited to, tax, civil labor and/or consumer obligations; the CONTRACTOR being exempt from any liens or liability.

8.3. Through the Platform, if available by the CONTRACTOR in the CONTRACTING PARTY country, city or state, the CONTRACTING PARTY may choose to use a functionality that allows the management of sales made to Users, including the possibility of issuing invoices, by sending information to be provided exclusively by the CONTRACTING PARTY ("Tax Module").

8.3.1. When using the Tax Module, the CONTRACTING PARTY is exclusively responsible for any and all information provided; including accounting and tax aspects, among others, being responsible for the quality, safety and accuracy of any information that may be required.

8.3.2. The CONTRACTOR is exclusively and solely responsible for the operation of the Tax Module, and any error in the use of the Tax Module and/or in the issuance of invoices will be the exclusive responsibility of the CONTRACTING PARTY; which undertakes to exempt the CONTRACTOR from any liens or liability, including before the municipal, state and federal finance departments.

8.4. It will be up to the CONTRACTING PARTY to settle directly with the Users any complaints related to the products or services marketed, considering that the Services provided by the CONTRACTOR are limited to the availability of technology so that the CONTRACTING PARTY can disclose Content in the Application or on the Platform.

8.5. The CONTRACTING PARTY declares itself aware and agrees that the CONTRACTOR: (i) provides technology services and does not carry out any inspection on the Users; (ii) is not responsible for the financial suitability of Users and does not guarantee payment for the sale of any product or service marketed by the CONTRACTING PARTY; and (iii) does not provide any guarantee for the Payment Services integrated into the Platform.

8.6. The CONTRACTING PARTY assumes full responsibility for cases in which the Platform is affected due to external programs used, as well as the installation of antivirus and other security software.

8.6.1. Among the Functionalities present on the Platform, there is a coupon printing tool for the sale of products for consumption by Users of the event(s) and/or establishment(s), which, considering the technological evolution of smartphones and print media, becomes liable to possible cloning and/or falsification of coupons. The CONTRACTING PARTY, if he chooses to use this tool, declares to be aware of this risk, as well as being his sole responsibility for any and all damages. As an alternative to this tool, the CONTRACTOR has other functions on its Platform that do not present this same risk.

8.7. Without prejudice to the obligations set forth in this Agreement, the CONTRACTING PARTY also undertakes to (i) keep the Platform updated, with the aim of correcting errors, improvements and adaptations indicated by the CONTRACTOR; and (ii) create backups (back-up copies) of the data obtained as a result of using the Platform, committing to store them on protected and secure servers.

8.8. The CONTRACTING PARTY is aware that in the event of the existence of a remaining balance on the prepaid cards or wristbands, after the expiration date stipulated in them, the CONTRACTING PARTY, as the main beneficiary, will be solely responsible for any questions, and it is up to him to request the exclusion of the CONTRACTED PARTY from the litigation of any legal and/or administrative disputes.

8.9. The CONTRACTING PARTY must inform its Users of the amounts corresponding to the non-return of the cards and wristbands, as well as the way to return the card activation fee and/or any remaining balance not used by the user (public). The return of such values, activation fee and remaining balance of the cards are the exclusive responsibility of the CONTRACTING PARTY to its public.

8.10. This Agreement does not establish any employment relationship between the CONTRACTOR and the CONTRACTING PARTY's employees and/or subcontractors, with the CONTRACTING PARTY being solely and exclusively responsible for the recruitment, selection, hiring, administration and management of its employees and subcontractors.

8.11. In the event of legal and/or administrative proceedings of any nature, including labor, tax, civil or consumer, against the CONTRACTOR, its partners, executives, employees or agents ("Indemnified Parties"), in relation to Users, employees, subcontractors or any persons involved by the CONTRACTING PARTY in its activity, the CONTRACTING PARTY undertakes to immediately assume the judicial or administrative process, as the only legitimate party, claiming responsibility for the obligations required in said processes and requesting the exclusion of the Indemnified Parties from the defendant in the process, exempting them from any joint or several liability.

9 - Information Privacy

9.1. The CONTRACTOR has a Privacy Policy that indicates how the information of the CONTRACTING PARTY and the Users will be collected, used, stored, treated, disclosed and protected. The CONTRACTING PARTY must carefully read the Privacy Policy, which is an integral part of this Agreement and is available for consultation through the link [\[http://www.zigpay.com.br/privacy\]](http://www.zigpay.com.br/privacy).

9.1.1. The CONTRACTOR adopts all necessary measures and uses appropriate technologies to protect the collection, processing and storage of information, however, there is no way to ensure that unauthorized third parties use fraudulent means for the theft, misuse, alteration or unauthorized access to the information of the CONTRACTING PARTY or Users.

9.2. The CONTRACTING PARTY authorizes the CONTRACTOR to send him communications and advertising, by e-mail, about the Services and the dissemination of new products.

9.3. The CONTRACTOR will assist and cooperate with any judicial, regulatory or public body that may request information, and in this case, it may provide any information about the CONTRACTING PARTY or the use of the Platform.

9.4. The CONTRACTING PARTY will be responsible for complying with all the requirements provided for in the GDPR and in the Applicable Laws in relation to the Processing of Personal Data.

9.5. These are exclusive obligations of the CONTRACTING PARTY, including, without limitation:

9.5.1. Comply with all transparency and lawfulness obligations applicable to the collection and use of Personal Data, as provided for in the GDPR, including obtaining any necessary consents and authorizations;

9.5.2. Ensure the regularity of the transfer or provision of access to Personal Data to the CONTRACTOR.

9.6. The CONTRACTING PARTY shall immediately inform the CONTRACTOR if it is unable to fulfill its responsibilities under this clause, GDPR or other Applicable Laws.

9.7. The CONTRACTOR will only process Personal Data for the purposes described in this Agreement, unless otherwise required by Applicable Laws. The CONTRACTOR is not responsible for complying with any Data Protection Law applicable to the CONTRACTING PARTY.

9.8. The CONTRACTOR will implement and maintain appropriate technical and organizational measures to protect Personal Data against Personal Data Breach ("Security Measures"). Notwithstanding anything to the contrary, the CONTRACTED PARTY may modify or update the Security Measures at its sole discretion, provided that such modification or update does not materially impair the protection offered by such measures.

9.9 The CONTRACTOR will ensure that all personnel authorized by it to process Personal Data on its behalf will be subject to the appropriate confidentiality obligations (either by contract or by law) in relation to such Personal Data.

9.10. The CONTRACTING PARTY must implement the necessary and adequate technical and organizational procedures to comply with all the requirements provided for in the GDPR and in the Applicable Laws in relation to the Processing of Personal Data.

9.11. The CONTRACTING PARTY will promptly notify the CONTRACTOR after becoming aware of any Personal Data Breach and will timely provide information regarding the Personal Data Breach when it is known or reasonably requested by the CONTRACTOR. Upon request of the CONTRACTOR, the CONTRACTING PARTY will provide promptly all reasonable assistance necessary to enable the CONTRACTOR to communicate relevant Personal Data Violations to the competent authorities and/or the affected Users, if the CONTRACTOR needs to do so under the GDPR.

9.12. The CONTRACTOR will delete the data of the Users on the occasion of express request or expiration of the purpose, according to the procedures and deadlines stipulated in the GDPR, except in cases in which the CONTRACTOR is obliged by the Applicable Law to retain the User's data, in whole or in part, archived in the backup systems, and the CONTRACTOR shall safely isolate this data and protect against misuse, excluding them in accordance with its deletion practices and with the requirements of the GDPR or other Applicable Laws.

9.13. The CONTRACTING PARTY agrees and acknowledges that the CONTRACTOR may access and process Personal Data on a global scale as necessary to provide the Services of this Agreement.

9.14. In the event of a transfer, the CONTRACTOR will ensure that such transfers are made in accordance with the requirements of applicable data protection laws.

10 - Intellectual Property

10.1. The CONTRACTOR is the legitimate holder of all rights regarding the source code of the Platform and the Application, including the method of operation, integration APIs, photographs, images, logos, projects, brands, texts, graphics, icons, audio clips, compilation of data, videos, distinctive signs and information.

10.2. Under penalty of sanctions provided for in the legislation in force, the CONTRACTING PARTY is prohibited from any type of reproduction, total or partial, permanent or provisional, free of charge or onerous, even without changes, of the Platform, the Application and its functions, even for by means of a hyperlink, without the express written authorization of the CONTRACTOR, even if they are used as references and/or advertisements on websites or any other means of conveying information.

10.3. The CONTRACTING PARTY recognizes that the Platform and all its functions are protected by copyright and computer programs protection legislation, and that the CONTRACTOR is the exclusive owner of any and all intellectual property rights, including copyrights and trade secrets.

10.4. The CONTRACTING PARTY is prohibited from: (i) transferring, trading, sublicensing, authorizing the use by third parties or, in any other way, disposing of the Platform; (ii) make modifications, additions or derivations to the Platform, by itself or by third parties; (iii) reverse engineer, decompile or disassemble the Platform, or adopt any other measure that enables access to the Platform's source code; and (iv) copy, in whole or in part, the Platform, or use it in a manner different from that expressly stipulated in this Agreement.

11 - Term and Termination

11.1. This Agreement enters into force as of the signature of this Agreement and will remain in force for the period provided for in the Term of Acceptance ("Initial Term"), and the CONTRACTING PARTY must pay the Remuneration during this period.

11.2. After the expiration of the Initial Term, provided for in the Term of Acceptance, this Agreement will remain in force for an indefinite period, and may be terminated, by either Party, at any time, upon notification with 30 (thirty) days' prior notice, without the incidence of any liens, fines or penalties.

11.2.1. During the period of notice, the CONTRACTING PARTY shall comply with its obligations towards all Users. After the expiry of this period, the license of the Platform will be suspended.

11.3. This Agreement may be considered terminated, immediately and without the need for prior notice, in cases where: (i) there is a breach of any obligation set forth in this Agreement, for a period exceeding 10 (ten) days from the receipt of notification by the Party offender; (ii) the CONTRACTING PARTY fails to pay the Remuneration due to the CONTRACTOR, for a period exceeding 30 (thirty) days; or (iii) the execution of this Agreement is suspended by the competent authorities.

11.4. If the denunciation is exercised by the CONTRACTING PARTY before the expiration of the Initial Term, the CONTRACTING PARTY must pay the fine, cumulative and not indemnifying, equivalent to 03 (three) times the average of the amount corresponding to the last 03 (three) months of the Remuneration paid by the CONTRACTING PARTY to CONTRACTOR; or the value of the single installment (in case of events).

11.4.1. The fine above shall be calculated in proportion to the period remaining for the end of the Initial Term and shall be paid by the CONTRACTING PARTY within 15 (fifteen) days from the notification sent by the CONTRACTOR, under penalty of incurring a late payment fine of 10% (ten percent) and default interest of 1% (one percent) per month.

11.4.2. If the termination is exercised by the CONTRACTING PARTY after the end of the Initial Term, or by the CONTRACTOR at any time, the termination will occur free of indemnity rights, liens, charges or penalties, except for the outstanding contractual obligations, which must be fulfilled until their termination, pursuant to this Agreement.

11.5. The CONTRACTING PARTY will be responsible for backing up the information contained in the Platform for the period of its use, and the CONTRACTOR is not responsible for data storage or transfer to third parties.

12 - Ethical Conduct

12.1. During the term of this Agreement, the CONTRACTING PARTY, for itself and for its subsidiaries, controlled companies and affiliates, as well as for their respective partners, officers, directors, administrators, executives, employees, agents, subcontractors, representatives and attorneys, expressly agrees that: (i) shall broadly and generally comply with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement; and (ii) is not receiving any value or resources for making bribes or any other acts that violate the provisions of this clause.

12.2. The CONTRACTING PARTY agrees and undertakes to: (i) never receive or propose, pay or promise to pay, whether directly or indirectly, for any undue benefit to a public official/agent, to a third party connected to him, or to any service provider service with respect to the subject matter of this Agreement for the purpose of (a) influencing any action

or decision of a public official or third party, or (b) inducing such public official or third party to use its influence to improperly favor him; (ii) not to defraud, manipulate or prevent any bidding related to this Agreement or the performance of any administrative agreement arising therefrom; (iii) never solicit or obtain an unlawful advantage when negotiating changes or extensions to public contracts that may be related to this Agreement; and (iv) never impede investigations or inspections by public officials/agents.

12.2.1. Additionally, the CONTRACTING PARTY agrees to notify the CONTRACTOR immediately in writing, if it becomes aware that any of its partners, officers, directors, administrators, executives, employees, agents, subcontractors and attorneys acting on its behalf, receive a request from any public official or third party requesting or proposing illicit payments and undertakes to send all related information and documents if requested by the CONTRACTOR.

12.2.2. The terms "undue benefit/unlawful advantage", described in the above clause, should be understood as any offer, gift, payment, promise to pay, or authorization to pay any amount or anything of value (including, but not limited to, meals, entertainment, travel expenses), directly or indirectly, for use or benefit of any public official/agent, third party related to such public official, or any other third party for the purpose of influencing any action, decision or omission on the part of a public official or third party to obtain, retain or direct business, or ensure any type of benefit or improper advantage to the Parties, their Users, affiliates or any other person.

12.2.3. The term "public official/agent" described in the above clause shall be understood as: (i) any individual who, even if temporarily and without compensation, is in the service, employed or holding a public function in a government entity, government controlled entity, or government-owned entity (individuals employed by public pension funds shall be considered "public officials/agents" for the purposes of this Agreement), domestic or foreign, or in public organizations; (ii) any individual who is a candidate for or holding public office; (iii) any political party or political party representative. The same requirements and restrictions also apply to family members of public servants up to the second degree (spouses, children and stepchildren, parents, grandparents, siblings, uncles and nephews).

12.3. Failure to comply with the provisions of this clause or any anti-corruption laws by the CONTRACTING PARTY will be considered a serious breach of this Agreement and will give the CONTRACTOR the right to terminate it immediately, including the possibility of suspension and retention of any and all payments related to this Agreement, in order to compensate for any damage suffered.

12.4. The CONTRACTING PARTY will indemnify and exempt the CONTRACTOR and/or officers, directors, employees and/or representatives from any loss, claim, fine, cost or any expenses incurred by the CONTRACTING PARTY arising from any breach provided for in this clause. Without prejudice to the applicable legal measures, the CONTRACTING PARTY acknowledges and agrees that the CONTRACTOR will provide relevant data and information, when requested by the competent authorities, in the event of the initiation of any procedure whose purpose is to determine a violation of the anti-corruption laws applicable to this Agreement.

13 - General Provisions

13.1. This Agreement does not generate any exclusivity right for the Parties, as well as any other right or obligation other than those expressly provided herein, and any relationship, ostensible or remote, of partnership, joint venture or association between the Parties is excluded, none of which is authorized to assume any obligations or commitments on behalf of the other.

13.2. The Parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents or other representatives of the other party. Neither Party shall make any representation that suggests otherwise.

13.3. Each Party represents and warrants to the other that (i) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms; (ii) the Party's obligations under this Agreement do not violate any law or breach any other agreement to which such party is bound; (iii) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; and (iv) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement.

13.4. The eventual tolerance by either Party regarding any breach of the terms and conditions of this Agreement will be considered mere liberality and will not be interpreted as novation, invoked precedent, waiver of rights, tacit amendment of contractual terms, acquired right or contractual amendment.

13.5. The nullity or invalidity of any of the provisions of this Agreement shall not imply the nullity or invalidity of the others, and the provisions considered null or void must be rewritten, in order to reflect the initial intention of the parties in accordance with the applicable legislation.

13.6. The CONTRACTING PARTY authorizes the CONTRACTOR to include, without any charge, its name, brands, logos and address, as well as its event(s) and/or establishment(s), as the case may be, in actions of marketing, on its social networks, in the Application and/or in any other means or promotional material used by the CONTRACTOR, including authorizing the communication of data, such as: the name of your event(s) and/or establishment(s), as the case may be, address, website, social networks, among other data necessary for such disclosure, except for the right for the CONTRACTING PARTY to revoke this authorization at any time.

13.7. The terms of this Agreement prevail over any prior agreement or contract, written or oral, that has been entered into by the Parties with respect to its object.

13.7.1. These Agreement shall govern the Services to be provided. CONTRACTING PARTY acknowledges and agrees that no other document, in particular CONTRACTING PARTY's own general conditions of services, shall prevail over the Agreement even though CONTRACTING PARTY may issue its own purchase order for administrative purposes. To the extent that there is an inconsistency between the Agreement, the Term of Acceptance and the Payment Account Opening, the Agreement shall prevail over the Term of Acceptance and the Payment Account Opening, and the Term of Acceptance shall prevail over the Payment Account Opening.

13.8. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement if such delay or default is caused by conditions beyond its control including but not limited to Acts of God, Government restrictions (including the denial or cancellation of any event or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

13.9. Neither Party may assign or transfer all or parts of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld or delayed.

13.10. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of both Parties.

14 – Governing Law and Dispute Resolution

14.1. All matters arising out of or relating to this Agreement shall be interpreted and construed in accordance with the Laws of the place of the CONTRACTOR.

14.2. The United Nations Convention on Contracts for the International Sale of Goods shall apply to this Agreement.

14.3. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Courts of the Province of CONTRACTOR business. Both parties irrevocably submit and attorn to the sole and exclusive jurisdiction of those courts to adjudicate such disputes. The parties waive their right to a jury trial in any action or proceeding arising out of or related to this Agreement.

ATTACHMENT I - PAYMENT ACCOUNT OPENING

This Attachment is an integral and inseparable part of the Software License Agreement and Service Provision ("Agreement"), entered into between the CONTRACTOR and the CONTRACTING PARTY.

1. By means of this Attachment, the CONTRACTING PARTY agrees to the opening of an individual and exclusive Payment Account, before the payment institution to be indicated by the CONTRACTOR ("Payment Institution").

2. The Payment Account will be loaded through the financial settlement resulting from transactions carried out with credit and debit cards to be paid by the Acquirer that provides the Payment Services.

2.1. The CONTRACTOR may, at any time, stipulate other ways of loading the Payment Account, by amending this Agreement and availability of the necessary technologies.

2.2. Once the Payment Account is loaded, the resources will be available within 01 (one) business day; the funds deposited in the CONTRACTING PARTY's Payment Account may be used for redemption ("Redemption"), by means of transfer to: (i) the bank account held by the CONTRACTING PARTY; or (ii) to the bank account of third parties indicated by the CONTRACTING PARTY; and

2.3. The Redemption of funds, by means of bank transfer, will be carried out within 02 (two) business days from the date of carrying out the transaction.

3. Redemption requests will no longer be accepted by the CONTRACTOR when: (i) there are not enough funds in the Payment Account; (ii) The CONTRACTING PARTY fails to provide sufficient information or provides incorrect information; and/or (iii) there are indications of fraud or suspicion or illegal act, in accordance with the terms set forth in this Agreement and in current legislation.

4. The Payment Institution may determine minimum and maximum value limits for the loading of Accounts of Payment and for the realization of the Redemption.

4.1. The criteria may be changed at any time by the Payment Institution, in advance of 05 (five) days, and upon communication to the CONTRACTING PARTY.

5. The funds credited to the CONTRACTING PARTY's Payment Account will be kept in a bank account held by the Payment Institution, in a first-rate financial institution, and, pursuant to local applicable laws, (i) constitute separate assets, which are not to be confused with the Payment Institution's; (ii) are not directly or indirectly liable for any obligation of the Payment Institution, nor may they be subject to arrest, search and seizure or any other act of judicial constraint due to debts under the responsibility of the Payment Institution; (iii) cannot be given in guarantee of debts assumed by the Payment Institution; and (iv) are not part of the Payment Institution's assets, for purposes of bankruptcy or judicial or extrajudicial liquidation.

6. The funds held in the Payment Account, unless expressly agreed otherwise, will not be increased or altered in any way, such as monetary correction and interest; and there will be no payment of any remuneration to the CONTRACTING PARTY, regardless of the period they are deposited.

7. The amounts deposited in the Payment Account must be used for payments and transfers, being considered by the Payment Institution resources in transit owned by the CONTRACTING PARTY.

8. The CONTRACTING PARTY may not assign or encumber, in any way, the rights to the funds deposited in its Payment Account, without the prior written authorization of the Payment Institution, under penalty of ineffectiveness of the assignment or encumbrance before the Payment Institution.

9. The CONTRACTING PARTY will have access to the movement of their Payment Account, being able to view the balance and history of transactions on the Platform. The availability of the balance and extract of transactions is characterized as rendering of accounts, for all legal purposes.

10. The Payment Institution will provide access to Transactions carried out in the last 12 (twelve) months, after which the Payment Institution is not responsible for maintaining the information, the CONTRACTING PARTY being responsible for controlling and archiving, including the possibility of printing of the extract provided.

11. The CONTRACTING PARTY declares that he is aware that the services provided for in this Agreement are intended solely for making payments and receipts in national currency, as well as ensuring that all funds handled in his Payment Account will come from legal and declared sources, exempting the Payment Institution of any liability.

12. The Payment Institution may, at any time and at its sole discretion, include or change the terms and conditions related to the Payment Account, by amending this Attachment and communicating to the CONTRACTING PARTY.