

BLOCKBIT SOFTWARE AND SERVICES LICENCE AGREEMENT (EULA)

On the one side, Blockbit Tecnologia Ltda., a Brazilian company, represented in this act in the form of its constitutive acts hereinafter referred to as "Blockbit" and, on the other side, the individual or legal entity whose qualification is in the REQUEST, hereinafter referred to as "CLIENT", jointly resolve to establish this "Software and Services Agreement", which will be governed by the following clauses and conditions:

1. DEFINITION

1.1. SIGNATURE: includes a set of services that enables the use of one or more software provided by Blockbit to the CLIENT. The intellectual property of the software is from Blockbit. This information will be declared in the REQUEST for perfect understanding by the CLIENT;

1.2. CONTRACT: means this AGREEMENT and any ORDER that is attached to this agreement, as well as any other schedules, supplements, service orders, attachments or appendices that are part of, attached or incorporated by reference;

1.3. EULA: refers to End User License Agreement, which for the purposes of this AGREEMENT shall be understood as the document issued by PARTNER MANUFACTURER that determines the conditions of use of software of its intellectual property. Whenever the CONTRACT includes software PARTNERS MANUFACTURERS, the EULA shall be

understood as an integral part of this AGREEMENT;

1.4. ORDER: includes any order of initial or additional contracting of the SIGNATURE formalized by the CLIENT with Blockbit. The formalization can take place through an authorized signature of the CUSTOMER in a printed or electronic document with legal validity, as provided in Brazilian law. The REQUEST will contain the information regarding the contents of the SIGNATURE, commercial conditions, validity and duration and other information relevant to the hiring. Whenever necessary detailing the nature of the REQUEST, it will be understood as INITIAL ORDER the first REQUEST, that gives rise to the contractual relationship and as an ADDITIONAL REQUEST any REQUEST that complements or adds products or increases the METHOD of the CONTRACT;

1.5. AFFILIATED: corresponds to any legal entity of which the CUSTOMER is the partner or controlling shareholder, holding 50% (fifty percent) or more of the quotas or shares with voting rights. A legal entity shall be considered AFFILIATED as long as said corporate relationship remains valid;

1.6. DOCUMENTATION: means any content related to the use, support, manuals, technical or functional guides related to the SIGNATURE and that have been produced by Blockbit and that may or have been made available to the client for reference and/or learning;

1.7. ADDITIONAL SERVICES: include services not included in the SIGNATURE and that may be contracted by the CLIENT through a specific REQUEST, including, but not limited to, implementation services, configuration, training and other similar services related to SIGNATURE;

1.8. **CUSTOMER DATA:** refer to the content owned by the CLIENT, which have been inserted by the CLIENT or by third parties at your command in the software contained in the SIGNATURE;

1.9. **USER:** means a natural person designated or authorized by the CLIENT to have access to the SIGNATURE, including, but not limited to, employees, representatives, contractors, suppliers, partners, customers or other individuals of the CLIENT and its Affiliates, authorized by the CLIENT to use SIGNATURE;

1.10. **SUPPORT:** means customer service. The scope, coverage, means of contact and response times that are to be expected by the CUSTOMER will be described in the SLA;

1.11. **EFFECTIVE TERMINATION DATE:** is the effective date of termination of the contract, regardless of the date of request for termination;

1.12. **DOWNLOAD:** An electronic process through which an online service user retrieves data stored on a public (such as the Internet) or private computer network (such as a corporate local network);

1.13. **SLA:** stands for Service Level Agreement, a document that is part of this AGREEMENT and that defines the minimum level of availability of SUBSCRIPTION, characteristics and coverage of SUPPORT, in addition to any compensation to which the CUSTOMER is entitled to, whenever SLA related indicators are not fully complied with by Blockbit.

1.14. **METRIC:** refers to the quantitative indicator used to define the collection of the SIGNATURE by Blockbit. The METRIC will be defined in the REQUEST.

2. PURPOSE, RIGHTS OF USE OF SIGNATURE AND SECURITY:

2.1. The SIGNATURE contemplates, during the term of the contract:

a. The assignment of rights to use software related to the REQUEST for a fixed term and limited to the period of validity of this CONTRACT. The software included in the SIGNATURE shall be made available for access by the CLIENT via the internet or other means of remote access, according to the Blockbit technical specification;

b. SUPPORT services;

c. Provision of evolutions, corrections and technological updates of the software included in the SIGNATURE.

2.2. **ADDITIONAL SERVICES:** This Agreement does not include services other than those purchased through an ORDER. If CUSTOMER opts for any services for the Service provided by third parties, Blockbit shall not be liable for any defect or failure of the Service caused by the services provided by such third parties, and the CUSTOMER shall not be entitled to any reduction in the fees of the Service. Blockbit may deny access to the Service of any other service provider that Blockbit deems, in its sole discretion, to jeopardize the security or confidentiality of Blockbit's systems, data or intellectual property or its CLIENTS.

2.3. **LIMITATIONS ON THE RIGHT TO USE:** When using the SIGNATURE, the CLIENT must ensure that its USERS do not:

a. copy, translate, disassemble, decompile, perform reverse engineering or otherwise modify portions of the SIGNATURE;

b. transmit any content, data or information that is illegal, abusive, malicious, harassing, illicit, defamatory, vulgar, obscene, libelous or invasive of another person's right to privacy or the right of publicity, racial or ethnically objectionable;

c. violate intellectual property rights of any natural or legal person;

d. interfere or interrupt Blockbit software or Blockbit systems used to host the SIGNATURE, or other equipment or networks connected to the SIGNATURE;

e. use SIGNATURE in data collection, outsourcing or time-sharing services;

f. bypass or disclose the authentication or security of the user of SIGNATURE or any host, network or account related thereto;

g. access SIGNATURE to create a competing product or service or to copy its features or user interface;

h. allow access to SIGNATURE by direct competitor of Blockbit; or

i. use SIGNATURE in a way that violates local, state, national, international or foreign laws or regulations;

j. use the SIGNATURE after the termination of this agreement.

2.4. SUBLICENSE AND USE: THE CLIENT may not sublicense, license, sell, lease, rent or otherwise make the SIGNATURE available to third parties.

2.5. LINKS AND REFERENCES: SIGNATURE may contain links to external web sites (including embedded widgets or other means of access) and information provided on such external sites by Blockbit partners and other service providers.

Blockbit will not be held responsible for the contents of related web sites that are not owned by Blockbit.

2.6. SECURITY: Blockbit will use commercially reasonable security technologies (such as encryption, password protection, and firewall protection) to provide SIGNATURE.

2.7. MODIFICATIONS: Blockbit may change or modify the capabilities and functionalities of SIGNATURE at any time due to the technological evolution of its products and services.

2.8. FUTURE RESOURCES: The CLIENT agrees that the contracting of SIGNATURE does not depend on the delivery of any future functionalities or resources and is independent of any verbal or written public comments made by Blockbit, including any action plans, regarding future resources or features.

3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

3.1. EVALUATION AND ADEQUACY: The CLIENT is solely responsible for determining the suitability of the SIGNATURE for the CLIENT's business and for complying with all laws, rules, regulations and conventions applicable to the CLIENT Data and the use of the Service (s) CLIENT. The CLIENT is also solely responsible for ensuring that SIGNATURE may be used in its operations without violating any applicable laws, regulations or conventions.

3.2. INFORMATION SECURITY: The CUSTOMER shall maintain commercially reasonable standards of security for the use

of the Service by you and your Designated Users.

3.3. **USER CONTROL: THE CUSTOMER** will be responsible for acts and omissions of its USERS as if they were acts and omissions of the CUSTOMER itself. As a general understanding, a credential means setting a username (login) and password. The CUSTOMER shall ensure that persons who cease to be authorized to access SIGNATURE have their credentials revoked and/or blocked. Blockbit will not interfere, operate or register USERS, unless this responsibility is expressly described in the ORDER or additive to this agreement.

3.4. **MEANS OF ACCESS TO SIGNATURE:** The CUSTOMER is responsible for contracting the means of access and use of SIGNATURE, including, but not limited, to computers, notebooks, tablets, smartphones, fixed or mobile Internet connections, LAN equipment, power systems and others that may be needed. The minimum technical requirements for access to SIGNATURE will be provided by Blockbit to the CUSTOMER whenever requested.

4. PRICES AND PAYMENT DEADLINES

4.1. **BILLING AND CHARGE:** Blockbit will invoice the fees due as a result of contracting the service in the manner established in the REQUEST and in compliance with the applicable laws in force. The term and condition for payment of invoices will also be that established in the REQUEST.

a. Unless otherwise specified, all values listed in the REQUEST should be read as net of all taxes, fees and charges levied

on the billing. The taxes, fees and contributions will be calculated and added to each billing according to the applicable legislation valid at the moment;

b. The unpaid amounts on the due dates will include a non-compensatory fine of 2% (two percent) and default interest of 1% (one percent) per month;

c. Whenever there is a delay of more than 30 (days) in the payment of fees, counted from the due date, Blockbit is allowed to suspend the CLIENT's access to the Service until payment is made.

4.2. **SUSPENSION OF ACCESS IN CASE OF DELAY:** Without prejudice to the above, if the Contractor fails to make any payment on the due date, Blockbit may, without need of any notice or notification:

a. Take reasonable measures to receive the amount due, and the CUSTOMER shall bear the costs of collection, including protest and legal fees stipulated in 10%, made by Blockbit;

b. If the delay is more than 15 days, Blockbit will proceed to suspend the SUBSCRIPTION, until the amounts in arrears are paid. Once paid, Blockbit will have up to 72 (seventy-two hours), counted from the confirmation of the payment in arrears, to re-establish access to the SIGNATURE.

4.3. **MONITORING OF USE AND CONSUMPTION:** Blockbit has the right to monitor the METRIC and other performance indicators relevant to SIGNATURE for collection purposes and, in addition, improvement of services.

4.4. **ECONOMIC AND FINANCIAL BALANCE:** It is hereby possible for Blockbit to apply renegotiation of the commercial

terms of the CONTRACT if, for reasons beyond the control of Blockbit, the conditions agreed do not allow the economic-financial balance of the contract. In this case, Blockbit shall notify the CLIENT formally of the reasons that lead to the need for renegotiation, as well as the proposed new conditions. If there is no manifestation of the CLIENT within a period of thirty (30) days, counted from said notification, it is already understood that the new conditions were accepted by the client.

4.5. ANNUAL REJECTION: The amounts established in the REQUEST will be adjusted every 12 (twelve) months based on the IGP-M of Fundação Getúlio Vargas. In case of extinction of this index, it is already established its replacement by the official index of inflation adopted by the Federal Government of Brazil.

5. TERM, VALIDITY AND TERMINATION

5.1. VALIDITY AND RENEWAL: The initial term of the CONTRACT shall be that specified in the INITIAL ORDER.

a. Upon expiration of the initial term, this AGREEMENT shall be automatically renewed and shall become effective for an indefinite period, unless notice of termination by either party is given in writing, at least 90 (ninety) days prior to the expiration of the initial term.

b. In the renewal will be considered the INITIAL ORDER and all the ADDITIONAL ORDERS formalized during the initial validity, together.

c. The validity of the ADDITIONAL ORDERS will coincide with that of the INITIAL ORDER, if they were formalized in

the initial term. ADDITIONAL ORDERS that will be formalized during the term for an indefinite period will also be in force for an indefinite period.

5.2. MONITORING: The CUSTOMER is responsible for monitoring the use of the SIGNATURE, with regard to the consumption of the METRIC agreed in the ORDER. The CLIENT is already obliged to notify Blockbit about the consumption surplus. Blockbit, in this case, will issue an ADDITIONAL REQUEST to formalize the increase of the METRIC and authorize the respective collections, including retroactive, regarding the excess use of the agreed METRIC.

5.3. PARTIAL CANCELLATIONS: The reduction or renegotiation of the METRIC during the initial term of the CONTRACT is forbidden. After automatic renewal, the CLIENT may request the reduction of the METRIC. In this case, on the negative variation of METRIC, the unconditional contract termination rule established in this CONTRACT shall apply.

5.4. REIMBURSEMENT OF EXPENSES: The CLIENT shall reimburse Blockbit for all reasonable expenses, pre-approved (by the CUSTOMER, in writing, being acceptable by e-mail) and duly documented with travel, accommodation, meals and other related expenses that are incurred by Blockbit to provide ADDITIONAL SERVICES to the CLIENT under the terms of this Agreement.

5.5. TERMINATION IN CASE OF DEFAULTS OF CONTRACTUAL CONDITIONS: Either party may terminate this Agreement at any time, without a fine or indemnity, if the other party defaults any of its obligations and does not purge its delay within 30 days following the written notice requesting its correction. In the event of

delay in the payment of any amount due under this Agreement, this period shall count on the expiration of that obligation, unnecessary interpellation of the debtor, which shall automatically be in default.

5.6. UNREASONABLE TERMINATION: Either party may request unreasonable termination of this Agreement at any time upon 90 (ninety) day advance notice.

a. The request must be made in writing by a legal representative of the complainant. In this case, the communication via e-mail will not be accepted.

b. If the request for termination is made during the initial period of validity by the CUSTOMER, the CUSTOMER is obligated to discharge the billed and unpaid installments, as well as to pay a fine equivalent to fifty percent (50%) of the total amount to which the Blockbit would be eligible until the end of the initial term. This fine will be billed by Blockbit until 90 (ninety) days after the EFFECTIVE DATE OF TERMINATION for payment in a single installment 30 (thirty) days after the corresponding invoice.

5.7. CANCELLATION OF ACCESS: The access of the CLIENT to the SIGNATURE will be canceled on the EFFECTIVE DATE OF RESCISSION. For the convenience of the CLIENT, Blockbit will allow DOWNLOADING THE CLIENT'S DATA for a period of up to 30 (thirty) days after the EFFECTIVE DATE OF TERMINATION.

5.8. CUSTOMER DATA that are stored in Blockbit backups will be deleted according to Blockbit's backup policy. The conditions of secrecy and confidentiality established in this agreement apply to any data stored in a backup form after the effective termination date.

6. WARRANTY AND SERVICE COVERAGE

6.1. WARRANTY OF SIGNATURE: Blockbit warrants that SIGNATURE will substantially conform to the specifications set forth in the DOCUMENTATION and/or ORDER. The warranty does not apply:

a. if the SIGNATURE is not used in accordance with this AGREEMENT and/or DOCUMENTATION, nor if it is used in a negligent or intentionally inappropriate way by CUSTOMER USERS; or

b. if any nonconformity is caused by products, contents or services of third parties; or

c. if the SIGNATURE is provided free of charge or by means of a test license.

6.2. ADDITIONAL SERVICES WARRANTIES: Blockbit warrants that you will perform any ADDITIONAL SERVICES in a professional manner and in accordance with generally accepted industry practices.

a. the ADDITIONAL SERVICES shall be delivered in all material respects with the descriptions set forth in the APPLICATION, as well as in additional documents.

b. The sole and exclusive remedy of the CLIENT and Blockbit's total liability for breach of the warranty on ADDITIONAL SERVICES shall be the re-execution of the ADDITIONAL SERVICES deficient.

c. If Blockbit does not re-execute the ADDITIONAL SERVICES under the warranty, CLIENT shall be entitled to reimbursement of the fees paid to Blockbit for such defective ADDITIONAL SERVICES.

6.3. **LIMITATION OF LIABILITY:** The SIGNATURE is provided by Blockbit with the use of commercially reasonable practices, tools and technologies that allow the SIGNATURE to be delivered at a performance level higher than that established in the SLA.

a. The CLIENT declares that it understands, however, that, under no circumstance, the SIGNATURE must be understood as infallible or unsusceptible to failures, errors and unavailability and that these will be treated according to the criteria and deadlines defined in the SLA.

b. Under no circumstance will Blockbit be liable for any indirect damages and consequential loss of profits caused by this CONTRACT.

c. Any indemnity due under this CONTRACT is limited to the amount paid by the CLIENT to Blockbit in the 12 (twelve) months prior to the date on which the claim is awarded.

7. **THIRD PARTY CLAIMS**

7.1. **CUSTOMER DEFENSE:** Blockbit shall defend, at its expense, the CLIENT and its AFFILIATES against claims made against the CLIENT by any third party claiming that the use of the SIGNATURE by the CLIENT, in accordance with the terms and conditions of this Agreement, constitutes a direct violation or misappropriation of a patent claim, copyright or trade secret right. Blockbit will pay damages ultimately terminated against the CLIENT (or the value of any agreement entered by Blockbit) in respect of such claims and will pay attorney's fees in connection with such defense. This Blockbit obligation will not be enforced if the alleged infringement or the

results of misappropriation are caused by the use of Blockbit in conjunction with any other software or service or free or trial license to SIGNATURE.

7.2. If, pursuant to clause 7.1, a lawsuit is filed, or, in Blockbit's reasonable opinion, a lawsuit may possibly be filed, Blockbit may, at its sole option and account: (i) assure the CLIENT's right to continue using the Service under this Agreement; or (ii) replace or modify the Service in order to adapt it without significant impairment of functionality. If Blockbit sends written notice to the CLIENT stating that the above options are not available, Blockbit or CUSTOMER may terminate this Agreement and Blockbit will reimburse CLIENT all prepaid fees for the remainder of the period after the date of termination.

8. **CONFIDENTIALITY**

8.1. **CONTRACTUAL SECURITY:** The CLIENT cannot disclose the terms and conditions of this CONTRACT or the prices contained in this instrument to any third party. Blockbit is hereby authorized to use the CLIENT's name or brand in any list of clients, advertising or similar activity. In periodicals, media and contexts agreed with the CLIENT, Blockbit may also create press releases, interviews and/or journalistic stories with the CLIENT. Blockbit will use reasonable efforts to avoid promoting referral activities that interfere unreasonably with CLIENT business.

8.2. **CONFIDENTIALITY:** The parties shall keep confidential all data and information of the other that is provided to them or to which they have access under this AGREEMENT, during its term and for 5 years after its termination.

8.3. INTELLECTUAL PROPERTY: Blockbit holds all rights, ownership and participation in all copyrights, trademarks, patent rights and other intellectual property rights or other rights relating to SIGNATURE, including DOCUMENTATION, improvements, design contributions or work derivatives thereof. Unless otherwise agreed in writing, CUSTOMER shall be granted the non-exclusive right to use the DOCUMENTATION subject to the terms of this Agreement. This CONTRACT does not transfer to the CLIENT any proprietary rights of Blockbit of the Service or of the MATERIALS. All rights not expressly granted to CLIENT in this Agreement are reserved to Blockbit.

9. GENERAL PROVISIONS

9.1. NOTICE OF DEVICES: The parties understand that if any or more of the provisions of this Agreement shall be deemed null or unenforceable in any respect, such nullity or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall be construed as whether null or unenforceable device had never been part of this instrument.

9.2. NOTICE: If either party waives any rights in violation of any provision of this Agreement, such waiver shall not be deemed to be a waiver of any prior or subsequent breach of this Agreement or any other provision of this Agreement.

9.3. AGREEMENT OF THE PARTIES: THE CLIENT declares that this AGREEMENT, INITIAL ORDER, ADDITIONAL ORDERS and any additives produced reflect all the conditions agreed between the parties and that they fully prevail over any annotations, documents,

proposals and minutes previously produced between the parties ("drafts").

a. It is hereby understood that the conditions discussed in the drafts and not reproduced in this AGREEMENT, INITIAL ORDER, ADDITIONAL REQUESTS and any additives were discarded and disregarded and cannot be claimed later.

b. Changes to the terms of this AGREEMENT shall be valid only with the preparation of an additive that is signed by authorized legal representatives of Blockbit and the CLIENT and will take effect upon its signature, without retroacting.

c. This Agreement shall prevail over any additional terms or inconsistent conflicting terms and conditions that may arise or any purchase order sent by one party to the other, and all additional terms and conditions of such purchase order shall be void regardless of acceptance or execution of such a purchase order by the party that has not made it.

9.4. ASSIGNMENT, TRANSFER AND DONATION: The CLIENT may not, without prior written authorization from Blockbit, authorize, assign, delegate, pledge or otherwise transfer this Agreement, or any rights or obligations under this Agreement, or any Blockbit materials or Blockbit Confidential Information to any party, whether voluntarily or by law, including by sale of assets, merger or consolidation. Blockbit may assign this Agreement to any of its Affiliates. Blockbit may, in its sole discretion, subcontract portions of SIGNATURE to other suppliers.

9.5. ORDER OF PRECEDENCE IN CASE OF CONFLICT: The following order of precedence will be applied in case of conflict or inconsistency between devices of the components of this Agreement: (i) the

REQUEST; (ii) the timelines, product supplements, documents and attachments incorporated into or referenced by the REQUEST, (iii) and this AGREEMENT.

9.6. INDEPENDENT CONTRACTORS: The parties are independent contractors, and no company, franchise, joint venture, agency, fiduciary or employment relationship between them is created by this instrument. There are no third-party beneficiaries of this Agreement.

9.7. COURT: This Agreement and any lawsuits arising out of or relating to it and

the subject matter of the Agreement shall be governed by and construed in accordance with the laws of Brazil. The parties hereby elect the Central Forum of the City of São Paulo, São Paulo State, as the competent authority to resolve any disputes arising from the execution and/or interpretation of this Agreement, to the exclusion of any other, however privileged it may be. to be.

Blockbit Tecnologia Ltda

