GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

On one side, NEOGRID SOFTWARE S.A., a private legal entity registered under CNPJ nº 03.553.145/0001-08, and NEOGRID INFORMÁTICA S.A., a private legal entity registered under CNPJ nº 05.794.609/0001-01, both headquartered at Avenida Santos Dumont, nº 935, 4th floor, Santo Antônio neighborhood, ZIP code 89.218-105, in the city of Joinville, State of Santa Catarina, Brazil, along with the following branches: Neogrid Software S/A - Porto Alegre (CNPJ 03.553.145/0002-99); Neogrid Software S/A - São Paulo (CNPJ 03.553.145/0003-70); Neogrid Informática S/A - Porto Alegre (CNPJ 05.794.609/0004-46); and Neogrid Informática S/A - São Paulo (CNPJ 05.794.609/0002-84) (hereinafter collectively referred to simply as "NEOGRID"), duly represented in accordance with their Bylaws, and on the other side, private legal entity(ies) agreeing to this instrument titled "AGREEMENT," hereinafter referred to simply as "CLIENT," identified and qualified through the Commercial Proposal(s), under the terms and conditions set forth below:

1. Object

1.1. This AGREEMENT governs the provision of INFORMATION processing services by NEOGRID to the CLIENT through the SOLUTIONS made available by NEOGRID, as specified in each contractual engagement.

1.1.1. The CLIENT may expand the initially contracted scope to include NEW SERVICES (SOLUTIONS), CONNECTIONS, MODULES, or DOCUMENTS via simple formalizations through emails, support tickets, Commercial Proposal(s), or directly through the NEOGRID SOLUTIONS interface. In such cases, NEOGRID is authorized to update recurring charges for subsequent months and applicable setup service fees.

1.2. The provisions of this AGREEMENT shall apply to all engagements between NEOGRID and the CLIENT and will supplement the terms and conditions agreed upon by the parties. Each engagement undertaken by the CLIENT shall be due and payable in accordance with the negotiated conditions.

1.3. In the event of a conflict between this AGREEMENT, the Commercial Proposal(s), or other forms of contractual arrangements agreed upon by the parties, this AGREEMENT shall prevail. Only an addendum to this AGREEMENT may override its provisions.

1.4. All SERVICES (SOLUTIONS), CONNECTIONS, MODULES, or DOCUMENTS contracted by the CLIENT will be recorded in the SERVICE SUMMARY FRAMEWORK, which will be updated by NEOGRID whenever inclusions, exclusions, or adjustments occur. This document serves as a reference for the CLIENT to verify charges, dates, proposal numbers, engagements, and services currently in effect. The CLIENT may request it from NEOGRID at any time.

2. Intellectual Property

2.1. All intellectual property rights related to the SOLUTIONS and/or Services are and shall remain the exclusive property of NEOGRID, including but not limited to any improvements, corrections, translations, modifications, new versions, or derivative works made by NEOGRID, either independently or in collaboration with the CLIENT or any third parties.

2.2. The CLIENT does not acquire any intellectual property rights or other exclusive rights under this AGREEMENT, including patents, designs, trademarks, copyrights, confidential information, or trade secrets related to the SOLUTION or any part thereof. Any rights not expressly granted under this AGREEMENT are reserved.

2.3. Under no circumstances may the CLIENT or any third parties:

a) Copy, assign, sublicense, sell, lease, pledge, reproduce, donate, dispose of in any way, transfer, in whole or in part, under any modality, whether free of charge or for a fee, temporary or permanent, the SOLUTION covered by this AGREEMENT, including its modules, parts, manuals, or any related information;
b) Remove or alter, in whole or in part, any notices present in the SOLUTION or its documentation;

c) Perform reverse engineering, decompilation, or disassembly of the SOLUTION;

d) Provide services to third parties using NEOGRID's SOLUTION without prior and express authorization from NEOGRID.

3. Declaration of Intent

3.1. The CLIENT declares to be fully aware of the rights and obligations arising from this AGREEMENT and to have read, understood, and fully accepted this AGREEMENT and its annexes.

3.2. The CLIENT declares to be aware of the content of all NEOGRID policies, support guides, environments for the protection of confidential information, personal data, and access records, and freely and expressly consents to the collection, use, storage, and processing of said data.

3.3. If the contracted solution requires it, the CLIENT further declares to be aware that, to utilize some functionalities of the SOLUTION, it must provide INFORMATION so that NEOGRID may, in an automated manner, collect information directly from websites and/or other virtual means, including partners. In such cases, NEOGRID acts as the representative and proxy of the CLIENT for these purposes.

4. Use of the SOLUTION

4.1. Upon payment of the price established in the agreement, Commercial Proposal(s), or any other document signed or agreed upon by the parties, this AGREEMENT grants the CLIENT a revocable, non-exclusive, and non-transferable authorization to use the SOLUTION. The CLIENT may not use or allow the use of the SOLUTION for any purpose other than internal use. This authorization does not grant the ability to access software other than those originally included in the SOLUTION. Under no circumstances will the CLIENT have access to the source code of the SOLUTION, as it is the intellectual property of NEOGRID.

4.2. To access the SOLUTION, the CLIENT must meet the technical requirements specified in the agreement and be connected to the internet, allowing access either on their premises or from any other location.

5. Term

This AGREEMENT comes into effect on the date of acceptance by the CLIENT through any document signed by them and will remain in effect for the minimum period determined in the agreement, after which it will automatically be extended for an indefinite period.

6. Remuneration and Payment Terms

6.1. The CLIENT shall pay the prices stipulated in the agreement, Commercial Proposal(s), and other documents signed or agreed upon by the parties.

6.2. The issued invoices shall be paid via bank network or other payment methods adopted by NEOGRID.

6.3. In case of any delayed payment, the due amount will incur a 2% (two percent) penalty fee in addition to 1% (one percent) monthly interest, calculated pro rata die.

6.4. Failure to make payments by the due date may result in the suspension of access to the SOLUTION, upon prior notice, until outstanding financial obligations are settled.

6.5. If the suspension remains for more than 60 (sixty) days, NEOGRID may permanently delete the information entered into the SOLUTION by the CLIENT.

6.6. The amounts agreed upon in the Commercial Proposal(s) include the applicable taxes related to the services provided, based on the rates in effect at the time of invoice issuance. If there is an increase, reduction, or creation of new taxes, the corresponding amounts will be adjusted accordingly.

6.7. The CLIENT must fulfill their obligations to ensure the SOLUTION's implementation within 6 (six) months from the agreement date. This term may be extended only in cases of delays exclusively caused by NEOGRID. If the CLIENT's obligations are not met within this period, NEOGRID reserves the right to cease providing services under the same commercial and technical conditions initially agreed upon. Additional costs may be applied to adjust the implementation, and NEOGRID will not be obligated to refund any amounts already paid by the CLIENT.

6.8. The amounts specified in the agreements are expressed in Brazilian Reais (BRL) and will be updated at the shortest legally permitted interval using the IGP-M/FGV index accumulated over the period or another index agreed upon with the CLIENT. In the event of the index's discontinuation, another official index will replace it. Updates will take effect in the month following the anniversary month of the agreement.

7. Obligations of the CLIENT

7.1. Without prejudice to other obligations stipulated in this AGREEMENT, the CLIENT agrees to:

a) Define a single point of contact, department, or individual responsible for centralizing communications with the CLIENT for activity monitoring;
b) Ensure unrestricted access for the professional designated by NEOGRID to the CLIENT's facilities whenever necessary for the proper execution of services, while such professional complies with the CLIENT's security rules;
c) Maintain trained personnel for operating the SOLUTION and communicating with NEOGRID. Additionally, the CLIENT must provide all documentation, reports, and other information detailing the circumstances under which any issues with the SOLUTION occurred to facilitate and expedite resolution efforts;
d) Maintain a communication link according to the specifications provided by NEOGRID to ensure proper transmission and updating of INFORMATION in the contracted SOLUTION;
e) Be responsible for the information entered into the SOLUTION, including user registration, permissions, passwords, and usage. NEOGRID shall not, under any circumstances, be held responsible for the content (information, passwords, copies, etc.) within the SOLUTION and will not review such information at any time;
f) Ensure that it is not legally or contractually prohibited from providing financial, account, or other data to NEOGRID and refrain from using the SOLUTION in any manner that could result in unlawful activity, infringement, violation of rights, or harm to NEOGRID or third parties;
g) Not publish, send, or transmit any files containing viruses, worms, trojans, or any other programs that could contaminate, destroy, or interfere with the SOLUTION's functionality;
h) Notify NEOGRID of any changes to INFORMATION that might prevent, limit, or impair access to the necessary INFORMATION for executing the functionalities offered by the SOLUTION;
i) Permit, when necessary and with prior notice, that the link, proxy, firewall, and all components involved in web service communication between the CLIENT and NEOGRID are enabled to send information on transmitted documents, thereby allowing NEOGRID to generate billing based on the volume of traffic;
j) Use the support channels provided by NEOGRID as described in the support guide, which the CLIENT acknowledges having reviewed and which is available upon request;
k) Be responsible for data conversion required due to version updates or new software released by NEOGRID, as well as for migrating to other equipment platforms and importing data when transitioning to NEOGRID SOLUTIONS;
l) Compile and convert program "sources" when necessary due to version updates to NEOGRID SOLUTIONS, the release of new SOLUTIONS, or platform migrations, whether or not the program was developed by NEOGRID. Additionally, inform NEOGRID, upon request, of specific programs used in the CLIENT's computational environment;
m) Manage its users of the SOLUTIONS, including adding and removing user access to the SOLUTIONS;
n) When no applicable legal basis exists, obtain the free and express consent of the data subject, in the case of identifiable or identified personal data, for each purpose of processing related to the contracted object, as well as for sharing data with third parties.

8. Obligations of NEOGRID

8.1. NEOGRID commits to:

a) Process the CLIENT's information using the functionalities available in the SOLUTIONS;
b) Ensure that the SOLUTION operates as intended, provided the usage conditions are respected. In the event of programming errors ("bugs"), NEOGRID will commit to correcting such errors according to the support rules outlined in the service guide for the respective SOLUTION;
c) Provide the CLIENT with access to the SOLUTION immediately upon acceptance of this AGREEMENT, for the term established between the parties;
d) Suspend the CLIENT's access to the SOLUTION if the rules established in this AGREEMENT or legal provisions are violated, or upon termination of the agreement;
e) Modify the specifications and/or features of the SOLUTION to improve and/or correct errors;
f) Provide support to the CLIENT, assisting and guiding them on the SOLUTION's functionality to ensure optimal use. This support is exclusively intended to identify issues in the SOLUTION's functionality and address problems arising from the communication infrastructure required for this type of service.

9. NEOGRID's Disclaimer of Liability

9.1. The CLIENT agrees to hold NEOGRID harmless in the following cases:

a) Operational failures caused by actions of the CLIENT or third parties contracted by the CLIENT, or by any other cause where NEOGRID's fault cannot be proven;
b) Compliance with the CLIENT's legal obligations regarding the submission of tax documents, payment of taxes, or other obligations contained in documents processed through NEOGRID's SOLUTIONS;
c) Damages or losses resulting from administrative, managerial, or commercial decisions made based on information provided by the SOLUTION;
d) Issues classified as "force majeure" or "acts of God," as defined in Article 393 of the Brazilian Civil Code, which shall not constitute grounds for contractual termination;
e) Potential problems arising from third-party actions that may affect the quality of the service;
f) NEOGRID will not be responsible for reviewing the INFORMATION provided by the CLIENT or its partners, including the accuracy, authenticity, or ownership of such information.

10. Limited Warranties

10.1. NEOGRID does not guarantee that the functions contained in the SOLUTION will meet the CLIENT's needs, that the SOLUTION's operation will be uninterrupted or error-free, that any service will remain available, or that the SOLUTION will be compatible with or operate alongside any third-party software, applications, or services. NEOGRID also does not guarantee the availability of third-party information within the SOLUTION if the failure to send such information arises from the third party itself and not from the SOLUTION.

11. Limitation of Liability

11.1. Under no circumstances shall NEOGRID be liable for personal damages or any incidental, special, indirect, or consequential damages, including, but not limited to, loss of profit, corruption or loss of data, failure to transmit or receive data, business interruptions, or any other commercial losses arising from or related to the use of the SOLUTION. In no event shall NEOGRID's total liability to the CLIENT for all damages and penalties exceed an amount equivalent to six (6) times the value of the last installment paid by the CLIENT under the agreement that caused the damage.

12. Free, Express, and Informed Consent for Access to Information

12.1. By agreeing to use the SOLUTION, the CLIENT fully accepts this AGREEMENT and consents freely and expressly that NEOGRID may collect, use, store, and process all data necessary to provide the offered service in its entirety and to improve the SOLUTION.

12.2. The CLIENT acknowledges and agrees that, to deliver the services and functionalities offered by the SOLUTION, NEOGRID accesses information directly from websites and/or other virtual means, including partners, without emulating security measures, using only the INFORMATION and other data as authorized and

provided by the CLIENT.

12.3. The CLIENT freely and expressly consents that their INFORMATION may be transferred to third parties in the event of a sale, acquisition, merger, corporate reorganization, or any other change in NEOGRID's control. NEOGRID, however, commits to notifying the CLIENT in such cases.

12.4. The CLIENT consents freely and expressly that NEOGRID uses cookies solely to monitor audience and navigation within its SOLUTIONS, enabling the identification of segmented and personalized services tailored to the CLIENT's profile. NEOGRID guarantees that information collected through cookies is statistical and not personal and that it will not be used for purposes other than those expressly stated in this AGREEMENT. NEOGRID also commits to adopting all necessary measures to prevent unauthorized third-party access or use of such information.

12.5. NEOGRID is authorized to capture, use, consolidate, and enrich the information transmitted through its SOLUTIONS to provide and enhance its products, services, and content. NEOGRID may capture data related to product registrations, inventory, orders, sales, purchases, and payments transmitted through the SOLUTIONS without identifying or individualizing their origin. NEOGRID guarantees that any provided information respects the confidentiality and privacy of all parties involved in each process.

12.6. Information transmitted, stored, or captured by NEOGRID, whether through its SOLUTIONS or third parties, may be used or manipulated anonymously for commercial purposes. The CLIENT acknowledges that their data may be used statistically and anonymously without prior notice for the duration of the contract and after its termination.

13. Termination

13.1. This agreement shall be considered terminated by either PARTY, respecting the resolution period for issues stipulated in Clause 13.2, without the need for judicial or extrajudicial formalities, provided any of the following occurs:

a) Breach of obligations by either PARTY, not remedied within the cure period; and
b) Insolvency or bankruptcy filing of either PARTY.

13.2. If the nature of the breach is non-monetary and the standard 30 (thirty) days to cure it is deemed unreasonable, an additional 15 (fifteen) days will be granted to the defaulting PARTY to resolve the issue. Only after the expiration of this extended period, starting from the notification by the non-defaulting PARTY, will the agreement be terminated under the terms of Clause 13.1.

13.3. Considering that NEOGRID has established service conditions, including investment in technical infrastructure and personnel, as well as remuneration values, for a specific and determined period, unilateral termination by the CLIENT before the end of the initial term shall not exempt the CLIENT from paying the outstanding installments related to the SOLUTION setup (installation).

13.4. Subject to Clause 13.3, either PARTY may terminate the services without cause at any time by providing the other PARTY with at least 60 (sixty) days' notice.

13.5. This agreement constitutes a certain, liquid, and enforceable instrument for initiating the appropriate legal enforcement action in the event of non-payment, as provided in Clause 13.3 above.

14. Confidentiality

14.1. Both PARTIES, including their employees, agents, and representatives, commit to maintaining confidentiality for a period during the term of this agreement and for 24 (twenty-four) months following its termination. This obligation applies to any data, materials, documents, technical or commercial specifications, innovations, or improvements of either PARTY that they may access, become aware of, or are entrusted with,

except as necessary to fulfill the terms of this AGREEMENT. The PARTIES must not, under any pretext or excuse, whether through omission, negligence, or intent, disclose, reproduce, or share such information with third parties, unless expressly authorized by the other PARTY. Failure to comply will subject the offending PARTY to liability for damages incurred.

14.2. The PARTIES further agree not to copy or use, nor allow third parties to copy or use, directly or indirectly, the Confidential Information mentioned herein, except as necessary for the normal course of business or commercial relationship. Each PARTY acknowledges, understands, and agrees that all Confidential Information obtained during the course of their commercial relationship belongs solely and exclusively to the respective PARTY. The other PARTY has no rights to use said information, except as expressly provided herein. The restriction on disclosing or using Confidential Information applies not only to the information itself but also to any related documents, sketches, drawings, videos, reproductions, tables, graphs, written documents, or any other communication or documentation, whether written, audiovisual, or otherwise, associated with said information.

15. General Provisions

15.1. If the CLIENT develops a new module or product that constitutes a copy, whether in whole or in part, of the data dictionary or program, it will be considered part of the SOLUTION provided by NEOGRID. Accordingly, its ownership will be incorporated into NEOGRID, and its use will be subject to the terms of this AGREEMENT;

15.2. This AGREEMENT is binding upon the parties and their successors. The CLIENT is granted a non-exclusive authorization to use the SOLUTION, but is prohibited from transferring the rights and obligations established herein. However, NEOGRID retains the right to assign, in whole or in part, the rights and obligations of this AGREEMENT at any time;

15.3. Tolerance by one party regarding the non-compliance of any obligation by the other party shall not constitute a waiver or novation of rights. The tolerant party may, at any time, require strict compliance with this AGREEMENT;

15.4. If any provision of this AGREEMENT is deemed null, void, invalid, or unenforceable, the remaining provisions shall remain in full force and effect as if the invalid provision were not included in this AGREEMENT;

15.5. Upon prior consultation, the CLIENT may authorize NEOGRID to disclose the execution of this AGREEMENT for commercial purposes, referencing the CLIENT's name and trademark in marketing campaigns. The CLIENT authorizes NEOGRID to mention in promotional materials or media that the CLIENT uses the SOLUTIONS, without this procedure violating confidentiality obligations;

15.6. If the CLIENT shares or transfers personal data of any identified or identifiable data subject to NEOGRID, the CLIENT commits to obtaining the prior consent of the data subjects for each purpose of data use (including sharing and/or transfer to NEOGRID). This consent must be specific, express, legitimate, and in accordance with NEOGRID's Privacy Policy. The CLIENT acknowledges that if a data subject does not grant consent, their personal data must not be made available for collection or processing by NEOGRID.

15.7. The CLIENT declares it has the technical and economic capacity to evaluate the functionalities contained in the SOLUTIONS, acknowledging that such functionalities meet its needs within the quality and adaptability standards required by the CLIENT.

15.8. It is expressly stipulated that this AGREEMENT does not establish any employment or responsibility relationship between the CLIENT and NEOGRID's professionals. NEOGRID is solely responsible for complying with all legal obligations regarding its professionals, including labor, social security, and other charges, ensuring full compliance with applicable laws.

15.9. The CLIENT agrees not to hire NEOGRID employees or contractors during the term of this AGREEMENT and for a period of 12 (twelve) months after its termination. Breach of this clause will result in a penalty equivalent to the total compensation paid to the employee or contractor in question during the 6 (six) months preceding the termination of their employment or service contract.

15.10. The parties mutually declare and guarantee, including to their suppliers of goods and services, that:
a) Their activities comply with the applicable laws and they hold the necessary approvals for executing this AGREEMENT and fulfilling its obligations;
b) They do not use illegal labor and commit not to use practices analogous to slavery or child labor, except in the case of apprenticeships, adhering to the provisions of Brazilian labor laws;
c) They do not employ individuals under 18 years of age, including apprentices, in conditions harmful to their development, in dangerous or unhealthy environments, or in hours conflicting with their schooling, including nighttime hours (10:00 PM to 5:00 AM);
d) They do not engage in discriminatory practices limiting employment access or maintenance based on factors such as gender, origin, race, physical condition, religion, marital status, age, family situation, or pregnancy;
e) They commit to protecting the environment, preventing harmful practices, and complying with environmental laws, regulations, and administrative acts at all governmental levels.

16. Governing Law

16.1. This AGREEMENT shall be governed, interpreted, and subject to Brazilian law. In the event of non-compliance with the obligations herein, the CLIENT and NEOGRID irrevocably and unconditionally choose the jurisdiction of the Court of the City of Joinville, State of Santa Catarina, to resolve any disputes arising from this AGREEMENT, to the exclusion of any other jurisdiction, however privileged it may be.

Joinville, December 7, 2018.

NEOGRID SOFTWARE S.A.   **NEOGRID INFORMÁTICA S.A.**