

PARTNERSHIP AGREEMENT (NEOGRID PARTNER)



On one side, NEOGRID SOFTWARE LTDA, a private legal entity registered under CNPJ nº 03.553.145/0001-08, and NEOGRID INFORMÁTICA LTDA, 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 Ltda - Porto Alegre (CNPJ nº 03.553.145/0002-99); Neogrid Software Ltda - São Paulo (CNPJ nº 03.553.145/0003-70); Neogrid Informática Ltda - Porto Alegre (CNPJ nº 05.794.609/0004-46); Neogrid Informática Ltda - São Paulo (CNPJ nº 05.794.609/0002-84 and CNPJ nº 05.794.609/0006-08); Neogrid Informática Ltda - São Leopoldo (CNPJ nº 05.794.609/0005-27) (hereinafter collectively referred to 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 as "PARTNER," identified and qualified through the PARTNER REGISTRATION FORM, under the terms and conditions set forth below:

1. Definitions

NEOGRID: refers collectively to Neogrid Software and Neogrid Informática;

NEOGRID AND/OR PARTNER: in this PARTNERSHIP AGREEMENT, each is individually referred to as a "PARTY," and collectively as the "PARTIES.";

NET VALUE: refers to the sales value excluding amounts paid for third-party products and taxes applied or to be applied on revenue;

NEOGRID SOLUTION(S): refers to a set of computer programs owned by NEOGRID;

CROSS-SELL: refers to the sale of a new solution to an existing client in NEOGRID's database;

UP-SELL: refers to an incremental sale of an already contracted solution to an existing client in NEOGRID's database;

OPPORTUNITY(IES): refers to any and all chances for business identified and registered for the commercialization of NEOGRID solutions, subject to validation by NEOGRID;

NEW CLIENT: refers to any client who has not signed at least one Service or Licensing Agreement with NEOGRID and is not active within NEOGRID;

EXISTING CLIENT: refers to any client who has signed at least one Service or Licensing Agreement with NEOGRID and is active within NEOGRID;

REFERRED CLIENT: refers to a company operating in a segment served by NEOGRID, which can be either an EXISTING CLIENT or a NEW CLIENT;

BRONZE CATEGORY: characterized by the indication of opportunities (finder);

SILVER CATEGORY: grants a non-exclusive and non-transferable license to commercialize NEOGRID SOLUTIONS.

GOLD CATEGORY: characterized by the commercialization of NEOGRID SOLUTIONS and the technical delivery of NEOGRID SOLUTIONS setup (installation).

ASSESSMENT PERIOD: refers to the period from the 26th day of the previous month to the 25th day of the current month under assessment.

NAMED ACCOUNTS: refers to clients assigned by NEOGRID to the PARTNER for service provision.

PARTNER REGISTRATION FORM: a document containing the PARTNER's information requested by NEOGRID and classifying the PARTNER's category.

END USER(S): refers to NEOGRID's client who uses the NEOGRID SOLUTIONS.

OPPORTUNITY QUALIFICATION FORM: a document filled out by the BRONZE CATEGORY PARTNER with data for each referred opportunity, which will be analyzed by NEOGRID.

COMMISSIONING REPORT: a document containing the results of the sales assessment performed by the PARTNER during the ASSESSMENT PERIOD, as per the conditions described in the PARTNER REGISTRATION FORM.

REPORT ON DELIVERIES PERFORMED: a document containing the results of the sales assessment performed by the PARTNER during the ASSESSMENT PERIOD, as per the conditions described in the PARTNER REGISTRATION FORM.

REPORT ON RELATIONSHIP AND MAINTENANCE OF NAMED ACCOUNTS: a document detailing the transfers (not commissions) related to NAMED ACCOUNTS previously sold by the PARTNER, as per the conditions described in the PARTNER REGISTRATION FORM.

2. Purpose

2.1. The PARTNER's indication of OPPORTUNITIES for the commercialization of NEOGRID SOLUTIONS (defining the PARTNER as BRONZE CATEGORY); The non-exclusive commercialization of Software and Services (collectively referred to as SOLUTIONS) owned by NEOGRID or third parties for which NEOGRID is an authorized distributor (defining the PARTNER as SILVER CATEGORY); The non-exclusive commercialization of Software and Services (collectively referred to as SOLUTIONS) owned by NEOGRID or third parties for which NEOGRID is an authorized distributor, along with the provision of implementation services (setup) for NEOGRID SOLUTIONS (defining the PARTNER as GOLD CATEGORY).

2.2. This AGREEMENT is governed by the Brazilian Civil Code and Law 9.609/98, which regulates the ownership and trade of computer programs in Brazil. It must not be treated or interpreted as an agency, commercial representation, mandate, or business management contract.

3. Do Prazo

3.1. This AGREEMENT becomes effective on the date of acceptance by the PARTNER through any document signed by them and will remain valid for a period of 12 (twelve) months. It will be automatically extended for an indefinite period unless either PARTY expresses a contrary intention.

4. Categories

4.1. Each PARTNER may operate in one of the partnership CATEGORIES (BRONZE, SILVER, or GOLD), depending on their qualifications and certifications.

4.2. For each CATEGORY, NEOGRID will require, in addition to the obligations described in this AGREEMENT, the certifications applicable to the respective CATEGORY.

4.3. The PARTNER may migrate to another CATEGORY, provided all the required criteria are met and approved by NEOGRID, according to its internal standards.

4.4. Any changes in CATEGORY will require formalization through a new PARTNER REGISTRATION FORM, which may be completed and signed electronically. NEOGRID will manage each PARTNER's CATEGORY using its information systems.

4.5. The PARTNER may not operate in more than one CATEGORY simultaneously.

5. BRONZE CATEGORY

5.1. The PARTNER will recommend NEOGRID SOLUTIONS to companies within their network, as outlined in the OPPORTUNITY QUALIFICATION FORM.

5.2. The PARTNER must actively prospect for NEW CLIENTS, acting in accordance with this AGREEMENT and the rules established by NEOGRID.

5.3. The PARTNER's recommendations for OPPORTUNITIES involving the commercialization of NEOGRID SOLUTIONS to EXISTING CLIENTS are limited to the CROSS-SELL modality. The commercialization of SOLUTIONS in the UP-SELL modality to EXISTING CLIENTS will be exclusively handled by NEOGRID.

5.4. The PARTNER will submit OPPORTUNITIES to NEOGRID, which will validate them and assign them to a specialized channel. This channel will have a maximum of 180 (one hundred eighty) days to convert the OPPORTUNITY into a sale and generate the corresponding commission for the PARTNER. If the sale does not materialize within this period, the PARTNER will not be entitled to any remuneration, even if the sale occurs afterward, and the OPPORTUNITY will be recorded as lost.

5.5. NEOGRID will validate each OPPORTUNITY submitted by the PARTNER and, at its sole discretion, decide whether to recognize the submission as valid.

5.6. The PARTNER must provide NEOGRID with the name, phone number, email address, and other information about the REFERRED CLIENT as requested in the OPPORTUNITY QUALIFICATION FORM and authorize NEOGRID to contact them on the PARTNER's behalf.

5.7. Once the information is provided, NEOGRID may freely contact and schedule visits with the REFERRED CLIENT to offer NEOGRID SOLUTIONS, with or without the participation of the PARTNER.

6. SILVER CATEGORY

6.1. The PARTNER shall commercialize NEOGRID SOLUTIONS in compliance with the rules and offerings established by NEOGRID. NEOGRID may, at its discretion, introduce new SOLUTIONS or partially revoke licenses for previously licensed SOLUTIONS.

6.2. The commercialization of SOLUTIONS will be conducted exclusively and directly by NEOGRID, with the respective contracts executed with the end client. The PARTNER will be entitled to a commission as established in this AGREEMENT.

6.2.1. The PARTNER is expressly prohibited from negotiating or renegotiating contract terms with end clients. Such negotiations or renegotiations are exclusively defined by NEOGRID.

6.2.2. The PARTNER is not permitted to commercialize SOLUTIONS, directly or indirectly, to government bodies, including direct administration, indirect administration, autonomous agencies, and mixed-capital companies. Such sales are the exclusive domain of NEOGRID, unless expressly authorized in writing by NEOGRID.

6.3. NEOGRID retains exclusive authority over commercial policy, including pricing for services, support, and implementation. Any concessions made by the PARTNER beyond the approved scope (e.g., discounts, financing, payment terms) without prior authorization from NEOGRID will be deemed invalid and deducted from amounts payable to the PARTNER, regardless of acceptance by the END USER.

6.4. The PARTNER is prohibited from commercializing functionalities or features not currently available in the SOLUTIONS, which would require additional development resources. If such a situation arises, the development costs for new functionalities or features will be charged to the PARTNER through direct deductions from amounts payable by NEOGRID to the PARTNER, without prior notice. In cases of sales involving new functionalities authorized by NEOGRID, even if paid for by the END USER, such amounts will be excluded from the commissionable sales base.

6.5. The PARTNER may only commercialize the SOLUTION and/or provide services within the scope of this AGREEMENT to clients indicated by NEOGRID or those registered in NEOGRID's CRM under the PARTNER's name. Under no circumstances may the PARTNER directly commercialize SOLUTIONS to clients from NEOGRID's existing client base without prior written consent from NEOGRID.

6.6. The PARTNER's client portfolio, as recorded in NEOGRID's CRM, shall be managed according to NEOGRID's standards and procedures. The PARTNER must register all actions in NEOGRID's CRM. A client will only be considered part of the PARTNER's portfolio if listed in NEOGRID's CRM under their name and formally approved by NEOGRID.

6.7. NEOGRID reserves the right to reassign a client to other partners if no actions by the PARTNER are registered in NEOGRID's CRM for a continuous period of 60 (sixty) days.

6.8. Any client not indicated or approved by NEOGRID will not be considered a NAMED ACCOUNT, and the PARTNER will not be entitled to any commission for sales or relationship activities. Account assignments will be formalized upon the execution of this AGREEMENT and can be reviewed at any time through NEOGRID's sales control system.

6.9. The PARTNER is prohibited from engaging, directly or indirectly, in the commercialization of products and services from NEOGRID's competitors during the term of this AGREEMENT and for 12 (twelve) months following its termination.

7. GOLD CATEGORY

7.1. The GOLD CATEGORY PARTNER shall have the same obligations and responsibilities as those outlined in the SILVER CATEGORY, including the commercialization of NEOGRID SOLUTIONS. Additionally, the PARTNER is required to provide delivery/implementation (setup) services for NEOGRID SOLUTIONS, which include but are not limited to the activities described in the DELIVERY METHODOLOGY AND PROCEDURES provided by NEOGRID.

7.2. For the delivery/implementation (setup) of NEOGRID SOLUTIONS, the PARTNER declares that it is duly qualified, assumes technical responsibility for the executed work, and agrees to adhere to the SLA agreed upon by the parties.

7.3. NEOGRID retains full authority to monitor, oversee, and require technical perfection in the execution of the contracted work. Such actions shall not, under any circumstances, constitute subordination between the PARTNER and NEOGRID. The monitoring activities described in this section do not exempt the PARTNER from any responsibility or obligation outlined in this AGREEMENT.

7.4. The PARTNER may provide delivery/implementation (setup) services for NEOGRID SOLUTIONS regardless of whether they conducted the sale of those SOLUTIONS.

7.5. NEOGRID will monitor the PARTNER's deliveries. If any deliveries are found to be inconsistent with the DELIVERY METHODOLOGY AND PROCEDURES provided by NEOGRID, the PARTNER will be notified to make the necessary adjustments and updates within the specified timeframe.

7.6. NEOGRID may withhold any payments due to the PARTNER if the PARTNER is in default of its obligations under this AGREEMENT with NEOGRID or END USERS, until such obligations are fulfilled by the PARTNER.

8. Compensation and Payment Terms

8.1. In consideration of the indication, commercialization of SOLUTIONS, and/or provision of services, NEOGRID will pay the PARTNER the agreed amount based on the PARTNER's CATEGORY and according to the percentages and conditions outlined in the PARTNER REGISTRATION FORM.

8.2. The remuneration corresponding to the commercialization of SOLUTIONS or provision of services will be assessed by NEOGRID during the ASSESSMENT PERIOD, and payments for commissions and/or services will be made within 10 (ten) calendar days from the receipt of the PARTNER's invoice, based on the amounts informed by NEOGRID.

8.2.1. For the BRONZE CATEGORY, NEOGRID will send, by the 5th business day of the month following the ASSESSMENT PERIOD, the COMMISSIONING REPORT for opportunities converted into sales within the 180 (one hundred and eighty) day period, provided that payment for those opportunities has been received by NEOGRID. The PARTNER may then issue the invoice. Compensation is due only once for each indicated OPPORTUNITY converted into a sale within the stipulated period, with no future remuneration owed for additional sales made by NEOGRID to the same client.

8.2.2. For the SILVER CATEGORY, NEOGRID will send, by the 5th business day of the month following the ASSESSMENT PERIOD, the COMMISSIONING REPORT for payments received from sales to the PARTNER's NAMED ACCOUNTS, as well as the RELATIONSHIP AND MAINTENANCE REPORT for NAMED ACCOUNTS, if applicable, for the issuance of the invoice.

8.2.3. For the GOLD CATEGORY, NEOGRID will send, by the 5th business day of the month following the ASSESSMENT PERIOD, the COMMISSIONING REPORT for payments received from sales to the PARTNER's NAMED ACCOUNTS, the RELATIONSHIP AND MAINTENANCE REPORT for NAMED ACCOUNTS, if applicable, and the DELIVERY REPORT for services provided during the ASSESSMENT PERIOD, for the issuance of the invoice.

8.3. The stipulated amounts include all applicable social charges, taxes, and levies (federal, state, and municipal), as well as all costs incurred by the PARTNER to fulfill the services under this agreement.

8.4. If any errors are found in the issuance or completion of the invoice, it will be returned to the PARTNER for corrections. Payment will be suspended without penalties until the PARTNER makes the necessary corrections and resubmits the invoice to NEOGRID. Delays in the receipt of the invoice by NEOGRID will extend the payment date by the number of days corresponding to the delay, without penalties or obligations to NEOGRID.

8.5. Delays in the payment of amounts stated in invoices will incur a late penalty of 2% (two percent) and interest of 1% (one percent) per month on the overdue amount. These penalties will be charged in the month following the overdue payment date.

8.6. Each party will bear its own transportation, lodging, and meal expenses incurred during the execution of this agreement.

9. Partner Obligations

9.1. The PARTNER shall be responsible for paying all direct and indirect taxes resulting from this agreement and for all labor and social security charges related to the workforce employed for executing the object of this agreement.

9.2. The PARTNER assumes full liability for any personal or material damages caused by individuals employed in the execution of this agreement to the PARTNER itself, NEOGRID, or third parties, whether due to negligence or willful misconduct, including personal injuries or fatalities sustained by such individuals.

9.3. The PARTNER is prohibited from reproducing or misusing NEOGRID's SOLUTIONS, manuals, or derivatives under penalty of civil and criminal sanctions as provided by Laws 9.609/98 and 9.610/98. This obligation extends to the PARTNER's shareholders, administrators, employees, and agents.

9.4. The PARTNER shall maintain personnel adequately trained to serve clients, ensuring that administrators and employees attend training sessions and courses organized or promoted by NEOGRID. The PARTNER must also attend training sessions or events related to NEOGRID products and services when summoned, bearing transportation, lodging, and meal expenses within a 150 km radius of São Paulo. NEOGRID will provide details on the training process, certification, and seals required for sales operations at the appropriate time.

9.5. The PARTNER must obtain authorization from NEOGRID's Marketing department for any interviews, statements, or publications regarding NEOGRID or its solutions, as well as for the use of the NEOGRID brand.

9.6. The PARTNER shall not issue, draw, or negotiate any credit instruments related to potential receivables from NEOGRID under this agreement.

9.7. The PARTNER is fully responsible for obligations incurred with third parties during the execution of this agreement, ensuring NEOGRID is exempt from any liabilities.

9.8. As a BRONZE CATEGORY PARTNER, the PARTNER commits to:

- a) Familiarizing themselves with NEOGRID's solutions and offerings through provided materials and completing the minimum product and offer training schedule;
- b) Supporting NEOGRID during initial sales process meetings and whenever requested;
- c) Adhering to NEOGRID's established rules.

9.9. As a SILVER CATEGORY or GOLD CATEGORY PARTNER, the PARTNER commits to:

- a) Commercializing NEOGRID solutions with technical precision and in compliance with the specifications and standards agreed with NEOGRID;
- b) Assigning a dedicated professional for sales operations with NEOGRID, who will be trained by NEOGRID and may serve as the primary point of contact between the PARTNER and NEOGRID;
- c) Reimbursing NEOGRID immediately for amounts NEOGRID is required to indemnify clients or third parties due to issues arising from unauthorized promises or offers made by the PARTNER, as documented during the sales process;
- d) Using NEOGRID's CRM system in compliance with provided rules;
- e) Participating, either in person or virtually, in commercial alignment meetings scheduled by NEOGRID and adhering to the business plan and performance indicators agreed upon by both parties;
- f) Informing NEOGRID about the number of professionals allocated to the sales process for NEOGRID solutions;
- g) Using the @neogridpartner.com domain for client interactions and communications related to NEOGRID;
- h) Completing the training schedule specified by NEOGRID and obtaining the certifications required for each NEOGRID solution.

9.10. As a GOLD CATEGORY PARTNER, the PARTNER specifically commits to:

- a) Providing services with technical excellence and in compliance with NEOGRID's specifications and standards, addressing complaints from NEOGRID or third parties about non-conforming services within the established timeframes and at the PARTNER's expense;
- b) Assigning a dedicated professional for delivery operations with NEOGRID, who will be trained by NEOGRID and may also serve as the primary point of contact for communications between the PARTNER and NEOGRID;
- c) Immediately informing NEOGRID of any relevant circumstances that might interfere with the development or execution of services, whether related to the service itself or the employees or subcontractors involved;
- d) Promptly correcting any rejected service that is defective or fails to meet NEOGRID's specifications, assuming all associated costs;
- e) Participating in all training sessions provided by NEOGRID, following all existing guidelines, and respecting established delivery processes while obtaining the necessary certifications for the NEOGRID SOLUTIONS the PARTNER will implement (setup).

10. NEOGRID Obligations

10.1. Assign a focal point, department, or individual to support and assist the PARTNER throughout the negotiation and sales process (sales pipeline, portfolio, opportunity strategies, and interface with other NEOGRID departments) for SILVER CATEGORY and GOLD CATEGORY PARTNERS.

10.2. Make payments within the established deadlines, in accordance with the percentages and conditions outlined in the PARTNER REGISTRATION FORM based on the PARTNER's CATEGORY.

10.3. Provide the following to SILVER CATEGORY and GOLD CATEGORY PARTNERS:

- a) Access to the technical and commercial knowledge base;
- b) Definition and availability of visual identity templates and partnership policies;
- c) Access to NEOGRID's CRM for account consultation and updates;
- d) Access to the tools necessary for the proper execution and progress of services.

11. Ownership of Programs and Restrictions on Commercialization Rights

11.1. The SOLUTIONS are the property of NEOGRID or, in specific and exceptional cases, NEOGRID holds the distribution rights in Brazil. It is prohibited for the PARTNER, users, licensees, and third parties, in general, to:

- a) Assign, sell, lease, pledge, donate, alienate, or transfer, in any form, whether free or for a fee, temporary or permanent, without NEOGRID's express authorization, the SOLUTIONS, their manuals, or any related information.
- b) Modify the characteristics of the SOLUTIONS, expand or alter them in any way without NEOGRID's express consent. Any changes, at any time, must be made exclusively by NEOGRID or individuals expressly authorized by NEOGRID.
- c) Use the SOLUTIONS for purposes other than those intended, particularly to provide services to third parties. "Third parties" include any individuals or entities other than the PARTNER named in this agreement, including subsidiaries, affiliates, or any related entities, whether arising from mergers, splits, incorporations, or other corporate restructuring processes.

11.2. The PARTNER shall not modify, reverse engineer, or decompile the SOLUTIONS. The PARTNER is also prohibited from modifying or removing copyright notices or any other proprietary rights notices from the SOLUTIONS or their documentation.

11.3. The PARTNER acknowledges that this agreement does not transfer any ownership rights to the SOLUTIONS from NEOGRID. The PARTNER further acknowledges that all rights to the SOLUTIONS remain with NEOGRID or its distributors, and that all content, including images, photographs, animations, sounds, music, text, ideas, methods, visual arrangements, trademarks, monetary units, weights, and measures, as well as inscriptions, visual arrangements, and graphic arts related to the physical medium of the SOLUTIONS, improvements, updates, and derivatives implemented and/or incorporated into the SOLUTIONS, are and will remain the property of NEOGRID.

12. Termination

12.1. Either PARTY may unilaterally and without cause terminate this agreement at any time without penalties or fees, provided that the terminating PARTY notifies the other with at least 30 (thirty) days' notice.

12.1.1. If the termination is initiated by NEOGRID, all amounts due for finalized commercializations and services completed up to the termination date shall be paid. If the termination is initiated by the PARTNER, the PARTNER must complete all ongoing commercializations and deliveries within the timeframe agreed upon by the parties, i.e., between the notification date and the effective termination date.

12.2. This agreement will be terminated by NEOGRID due to the PARTNER's exclusive fault in the following cases:

- a) Irregular results in audits conducted at the PARTNER's premises or at clients' locations;
- b) Serious breaches of commercial ethics or damage to NEOGRID's image;
- c) Discovery that the PARTNER provided NEOGRID with false or inaccurate information during the contract term;
- d) Insolvency of the PARTNER;
- e) Failure by the PARTNER to fulfill obligations that remain unresolved within the agreed timeframe;
- f) The PARTNER's bankruptcy filing or declaration of bankruptcy.

12.2.1. If the PARTNER causes termination based on items a-e above, no further commissions or pending amounts will be due. All credits will remain with NEOGRID to offset any damages incurred, without prejudice to any claims for losses and damages that the PARTNER must indemnify.

12.3. Upon termination or expiration of this agreement, for any reason, the PARTNER is obligated to return all materials received under this agreement and during its term. The PARTNER must also delete all files stored in electronic formats and cease all use of any references to NEOGRID without the need for further notification or warning. Failure to comply will constitute a violation of NEOGRID's intellectual property rights.

13. Confidentiality

13.1. The PARTNER agrees, and shall ensure that its employees and agents also agree, to maintain absolute confidentiality regarding any proprietary and confidential information received during training, refreshers, or any other engagement with NEOGRID. This includes information about implementation, NEOGRID's operations and administration, its computer programs (SOLUTIONS), and technological information contained in manuals or any written or electronic documents. The obligation extends to all lists, including but not limited to clients, partners, data, statistics, records, plans, projections, discoveries, procedures, or developments related to markets, clients, employees, suppliers, products, or marketing, commercial, contractual, production, or management techniques belonging to NEOGRID. This confidentiality obligation remains in effect for 24 (twenty-four) months after the termination or expiration of this agreement.

13.2. Both PARTIES agree not to copy or use, nor permit third parties to copy or use, directly or indirectly, the Confidential Information described herein, except as necessary for the normal course of business or commercial relationships. Each PARTY acknowledges that all Confidential Information it becomes aware of during its commercial relationship with the other belongs exclusively to the respective PARTY. The PARTY does not have any right to use such information except as expressly provided herein. The restriction on disclosing or using Confidential Information applies not only to the information itself but also to related documents, sketches, drawings, videotapes, reproductions, tables, graphs, written documents, and any other form of communication or documentation, audiovisual or otherwise.

14. General Provisions

14.1. This agreement is binding on the PARTIES and their successors. The PARTNER may not transfer the rights and obligations established herein. However, NEOGRID may assign, in whole or in part, the rights and obligations of this agreement to its affiliates, subsidiaries, parent company, or related entities at any time.

14.2. Failure to fulfill the obligations stipulated in this agreement due to circumstances beyond the control of the PARTIES, such as events of force majeure or acts of God as defined in Article 393 of the Brazilian Civil Code, shall not constitute grounds for termination of this agreement.

14.3. The terms and conditions of this agreement supersede any prior understandings or agreements between the PARTIES, whether explicit or implicit, regarding the conditions established herein. Consequently, the PARTIES shall not be held accountable for any arrangements made by their employees, representatives, or intermediaries that are not explicitly included in this agreement.

14.4. If any provision of this agreement is declared null or void, this shall not affect the validity or enforceability of the remaining provisions.

14.5. The PARTIES may use each other's trademarks in promotional materials to identify the partnership, in accordance with mutually agreed standards and prior authorization.

14.6. The PARTIES acknowledge that they act independently. This contractual relationship shall not be interpreted as a joint venture, association, partnership, representation, or any relationship other than the partnership stipulated herein. Each PARTY retains full independence and autonomy in managing its business. Neither PARTY, nor its agents or employees, shall be deemed an agent or representative of the other PARTY and shall not have the authority to enter into contracts or agreements on behalf of the other PARTY, nor impose any obligations on the other PARTY.

14.7. Recognizing that no employment relationship will be established between NEOGRID and individuals employed by the PARTNER in the execution of the services under this agreement, the PARTNER assumes full responsibility for all costs and expenses related to administrative and judicial proceedings, particularly labor claims, that may be initiated or filed against NEOGRID by such individuals. This includes, but is not limited to, payments for any awards, court costs, expert fees, technical assistants, deposits, and attorney fees, including those incurred by NEOGRID's counsel.

14.7.1. NEOGRID expressly reserves the right of recourse against the PARTNER if it incurs any costs or expenses due to the PARTNER's failure to comply with the obligations outlined above. The PARTNER must reimburse NEOGRID for the amounts spent, adjusted for inflation according to the IGPM-FGV index or its eventual replacement, calculated from the date of disbursement to the date of actual payment. This amount will also be subject to a late penalty of 2% (two percent) and interest of 1% (one percent) per month.

14.7.2.A NEOGRID may withhold any payments due to the PARTNER and offset them against any debts owed by the PARTNER, as determined under Clause 14.7 of this agreement.

14.8. The PARTNER declares that no new investments are required to fulfill its obligations under this agreement. Should the PARTNER unilaterally make investments to execute this agreement without NEOGRID's knowledge and consent, NEOGRID will not be obligated to reimburse any pending or unrecovered investments in the event of termination or expiration of the contractual relationship. Furthermore, the PARTNER may not request or demand the extension of this agreement's term to recover such investments.

14.9. Any amendments to this agreement, as agreed by the PARTIES, must be formalized through an addendum signed by both PARTIES.

14.10. This agreement does not imply any exclusivity for NEOGRID, which may, at its sole discretion, engage third parties for the provision of services similar to those covered by this agreement.

14.11. Tolerance by either PARTY regarding the non-compliance of any obligation assumed under this agreement shall not constitute a waiver or novation of rights. The tolerant PARTY may, at any time, require the full and strict performance of this agreement by the other PARTY.

14.12. This agreement supersedes any prior verbal or written agreements made between the PARTIES concerning the same subject matter.

14.13. The PARTNER agrees not to hire employees or service providers of NEOGRID during the term of this agreement and for a period of 12 (twelve) months following its termination. Breach of this obligation will result in a penalty equivalent to the total amount paid to the employee or service provider in question during the 6 (six) months preceding the termination of their employment or service contract.

14.14. The PARTIES mutually declare and guarantee, including to their suppliers of goods and services, that:

- a) They conduct their activities in compliance with applicable laws and hold the necessary approvals for the execution of this agreement and the fulfillment of the obligations herein;
- b) They do not engage in illegal labor practices and commit not to use practices analogous to slavery or child labor, except in the case of apprenticeships, in accordance with Brazilian labor laws, either directly or indirectly, through their respective product and service suppliers;
- c) They do not employ individuals under 18 years of age, including apprentices, in environments harmful to their physical, psychological, moral, or social development, or in dangerous or unhealthy workplaces, during hours that interfere with schooling, or during nighttime hours (defined as 10:00 PM to 5:00 AM);
- d) They do not engage in discriminatory practices that negatively impact access to or retention in employment relationships, including but not limited to discrimination based on sex, origin, race, color, physical condition, religion, marital status, age, family situation, or pregnancy status;
- e) They are committed to protecting and preserving the environment, preventing and eliminating harmful environmental practices, and complying with environmental laws, regulations, and administrative acts issued by federal, state, and municipal authorities.

15. Governing Law

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

Joinville, February 18, 2020.

NEOGRID SOFTWARE LTDA

NEOGRID INFORMÁTICA LTDA



Neogrid
Partner