

XXXXXXXXXX SERVICES AGREEMENT

CLIENT: XXXXXXXXXX., a closed-capital Corporation, headquartered in the City of XXXXXXXXXXXXXXXXXXXXXXXX, enrolled with the CNPJ under No. XXXXXXXXXXXXXXXX, represented herein as per its organizational documents;

and

CONTRACTOR: XXXXXXXXXXXXXXXX a company established at XXXXXXXXXXXXXXXX, in the City of Rio de Janeiro, enrolled with the CNPJ under No. XXXXXXXXXXXXXXXX, represented herein by its undersigned legal representative.

The aforementioned parties, hereinafter collectively referred to as “**CONTRACTING PARTIES**”, have agreed on this XXXXXXXXXXXXXXXXXXXXXXXX Service Agreement (“**Agreement**”), to be governed by the following clauses and conditions:

1. OBJECT

1.1. The purpose of this AGREEMENT is the provision professional Consulting services, on the account of **CONTRACTOR**, subject to XXXXXXXXXXXXXXXXXXXXXXXX, as attached hereto, and duly signed by the Contracting Parties, which is now an integral part of this AGREEMENT, as “**EXHIBIT I**”.

1.1.1. In case of divergence between EXHIBIT I and this AGREEMENT, this AGREEMENT shall prevail.

1.2. The services hereunder shall be performed at CONTRACTOR’s facilities.

2. PRICE

2.1. **CLIENT** shall pay to **CONTRACTOR**, in consideration of the services hereunder, the gross monthly value of XXXXXXXXXXXX thousand Brazilian Reais (BRL XXXXXXXX), corresponding to a subtotal net of taxes and contribution of BRL XXXXXXXX, as set out in the table below:

Description	Tax Rate	Net Value
Gross Value		XXXXXX
IR – Income Tax	1,50%	- BRL xxxxx
CSLL- Social Contribution on Net Profit	1,00%	- BRL xxxxx
COFINS – Turnover tax on Gross Profits	3,00%	- BRL xxxxx
PIS – Social Integration Program	0,65%	- BRL xxxxx
ISS – Tax on Services	5,00%	- BRL xxxxx
IRPJ – Corporate Income Tax	6,50%	- BRL xxxxx
CSLL – Social Contribution on Net Profit	1,88%	- BRL xxxxx
Net Value		- BRL xxxxx

2.1.1. The payment of the installment shall be made upon delivery and approval of documentation regarding the stage by **CLIENT**.

2.1.2. The taxes, fees, emoluments, tax and other contributions arising directly or indirectly from this AGREEMENT or its performance shall be exclusively held by the taxpayer, subject to the legislation in force, except for ISS, which shall be borne by **CLIENT** and collection obligation towards **CONTRACTOR**, which means that the amount set out in item 2.1 corresponds to the full price to be borne by **CLIENT**. **CONTRACTOR** shall receive the agreed price with deduction of taxes due, to be paid to government treasury by **CLIENT**.

2.1.3. If new taxes are created during the effectiveness of this Agreement, or there is an increase in tax rates and/or tax basis, the prices originally agreed shall be adjusted for inflation proportionately to their increase, and the difference arising from such adjustment shall be offset in the first opportunity.

2.1.4. The amount mentioned in item 2.1 above does not comprise travel, lodging, meal and transfer costs related to **CONTRACTOR**'s team working outside the City XXXXXXXX and, if so required, these amounts shall be paid by **CLIENT** or reimbursed to **CONTRACTOR** upon production of invoice.

- 2.2. In case of delay in this project arising from internal issues related to CLIENT, such as unavailability of XXXXXXXX staff for interviews, assessment of information and validations in due time, as well as failure to provide, in a timely and accurate manner, internal details and information deemed as relevant of this Project, the standard man hour value for every professional category shall be charged , in view of the additional assignment of the staff in this project, as set out in EXHIBIT I, being agreed that such adjustments shall be formalized by CLIENT, in writing, upon previous consent and further execution of an amendment to this AGREEMENT.

3. TERM

- 3.1. This AGREEMENT shall be effective from the date of its execution until the full performance of all obligations undertaken herein by the parties, being its termination scheduled for XXXXXXXX.

3.1.1. This AGREEMENT may be extended, as established by the parties, in writing.

3.1.2. Notwithstanding the provisions above, **CLIENT** is entitled to terminate this AGREEMENT, at any time, irrespective of reason, upon fifteen (15) days' notice to **CONTRACTOR**.

4. TERMINATION

4.1. This AGREEMENT shall be considered terminated in case of default of any of its clauses or conditions, by either party, or due to bankruptcy, arrangement with creditors, insolvency, judicial or extrajudicial dissolution, whether they are ratified or decreed.

4.2. In case of termination due to default, the breaching party shall be subject to the payment of a non-compensatory fine, corresponding to twenty percent (20%) of the amount of remaining services, as adjusted for inflation.

4.3. If the affected party seeks for an action regarding the payment of its credit, a remedy which is only possible after notice to the breaching party and its failure to remedy such default, as evidenced with the permanence of such default within fifteen (15) days as from the receipt of such notice, the amounts established in the item above shall become due, without prejudice to court costs and attorneys' fees, as established by the court, to be borne by breaching party.

5. NO EMPLOYMENT RELATIONSHIP

- 5.1. This instrument shall not give rise to an employment relationship, nor affiliation, agency, joint venture, or joint and several liability between **CLIENT** and **CONTRACTOR**.
- 5.2. **CONTRACTOR**, shall be fully responsible for any charges arising from Social, Labor and Social Security Legislation, as well as for any claims filed, or any other notices of violations executed by the competent inspection body, discharging and defending **CLIENT**, if such party is sued, reimbursing any expenditures, including attorneys' fees.
- 5.3. **CONTRACTOR** shall pay all labor charges of its staff, such as salaries, expenses and liabilities. **CONTRACTOR's** staff shall not have any rights against **CLIENT** with respect to employment relationship, as well as no claims related to labor or social security legislation in force.
- 5.4. Notwithstanding the provisions of items 5.2 and 5.3 above, if **CLIENT** is sued by any of **CONTRACTOR's** employees, it is hereby agreed that **CONTRACTOR** shall defend **CLIENT**, by requesting its removal from the action, intervening in the action, and requesting to replace **CLIENT** as defendant in the case, if contractor is not also called to join such action. If such replacement is denied, **CONTRACTOR** undertakes to intervene in such case as assistant, in accordance with procedural law. Furthermore, **CONTRACTOR** shall bear all costs that may be required, including attorneys' fees, being liable for any convictions that may arise thereto, including **Defeat** costs that may be charged from **CLIENT**.
- 5.5. **CONTRACTOR** shall take full responsibility for any damages caused by its employees or agents, whether voluntarily or involuntarily, in the property, facilities, accessories, utensils or equipment held by **CLIENT**.

6. CONFIDENTIALITY

6.1 **CONTRACTOR** hereby declares that it is aware that the provision of services hereunder is confidential and, therefore, its employees, members and workers shall not disclose any information acquired before, during or after said provision of services, as follows:

a) any and all material pertaining to companies where the services will be rendered and/or related projects, including personal notes, are protected by confidentiality and non-disclosure agreement. Hence, the party declares that it is aware that any document or

product created or acquired during the performance of this Agreement, as well as those created, used or kept under its possession or control –whether by its employees with employment relationship or outsources – is confidential and/or belong to CLIENT, and CONTRACTOR undertakes not to use any information, whether confidential or not, for any purposes other than those provided hereunder;

b) contractor shall cause any of its employees, directly or indirectly engaged in the performance of these Services or related projects, to comply with this clause;

d) contractor undertakes to promptly give notice to CLIENT with respect to any breach of confidentiality rules established herein, whether due to action or omission and irrespective of guilt;

e) the failure to comply with this Clause shall give rise to civil and criminal liability towards those who are provenly involved in such non-compliance or violation;

f) the obligations provided in this Clause shall survive the termination of this Agreement.

7. DATA PROTECTION

7.1. The parties hereby undertake to fully comply with the legislation in force regarding protection of data, including, but not limited to, Law No. 13.709/2018 and General Data Protection Regulation (GDPR), as applicable, being liable, to the extent of their guilt, for any penalties and convictions.

8. PROBITY

8.1. The parties hereby declare, to the extent applicable, that they, as well as their members/shareholders, officers and employees comply and cause the compliance with the applicable rules regarding anticorruption acts and acts prejudicial to the Public Administration, as set out in Law No. 12.846, of August 1, 2013, as amended (“Anticorruption Law”) insofar as: (i) they keep internal policies and proceedings to ensure the faithful compliance with such rules; (ii) they inform such rules to every workers that may get in contact with the parties before the beginning of services hereunder; (iii) they refrain from performing corruption acts and acts that may cause damages to national or international governments, whether in its exclusive benefit or not; and (iv) they will give prompt notice to the other if they become aware of an act or fact breaching such rules.

9. NOTICES

9.1. The formalities, notices and notifications related to the provision of services hereunder shall be valid upon delivery to the following representatives:

Client:

Name:

Occupation:

Email:

Phone/ WhatsApp:

Address:

Contractor:

Name:

Occupation:

Email:

Phone/ WhatsApp:

Address:

The details above may be changed by mere formalization in writing between the parties, without the need of making an amendment for such purpose.

10. MISCELLANEOUS

10.1. **CLIENT** may reject the services that are in disagreement with the specifications hereunder, as unchallenged by CONTRACTOR and technically proven, and CONTRACTOR shall only redo or repair such services in this case.

10.1.1. **CONTRACTOR** shall not be held responsible from any changes in the Services delivered hereunder that may be carried out by **CLIENT**.

- 10.2. **CONTRACTOR** undertakes to employ skilled professionals according to the respective field of expertise to perform these Services. **CONTRACTOR** may, at any time, at its sole discretion and without notice, replace any member of the staff assigned to perform the Services, provided that the continuity and level of quality remain the same.
- 10.3. **CONTRACTOR** may procure third parties for the performance of these Services, being fully liable for them.
- 10.4. **CONTRACTOR** is not bound to exclusive commitment with respect to the activities and Services hereunder; thus, **CONTRACTOR** may provide the same kind of Services to other companies from this same segment, whether in Brazil or abroad, provided that **CONTRACTOR** takes all measures required to protect **CLIENT**'s confidential information.
- 10.5. **CLIENT** undertakes not to offer a job, nor to request for Consulting/advisory services, whether directly or indirectly, to any professional working for **CONTRACTOR**, providing direct or indirect services to the performance of this **AGREEMENT**, throughout the effectiveness of this instrument and for an additional period of twenty-four (24) months thereafter.
- 10.6. **CONTRACTOR** shall maintain all rights, titles and interests on (i) all patents, copyrights, trademarks and other intellectual properties; and (ii) all methodologies, processes, ideas, designs and know-how related to the Services or that **CONTRACTOR** may develop or provide with respect to the performance of this **AGREEMENT**. **CONTRACTOR** may use the knowledge being created for any purposes, provided that it complies with the confidentiality provisions herein. **CLIENT** shall not have any rights or interests in any tools held or licensed by **CONTRACTOR**.
- 10.7. The full responsibility held by **CONTRACTOR**, its members, entities pertaining to its corporate and economic group, professionals, employees and any outsource under this **AGREEMENT** shall not surpass, in any event whatsoever, the amount received by **CONTRACTOR** to perform the services hereunder except in the event of: (i) issuance of an unappealable decision evidencing a fraudulent or wrongful act on account of **CONTRACTOR**; (ii) labor claims from **CONTRACTOR**'s employees or subcontractors filed against **CLIENT**; (iii) failure to comply with anticorruption laws (iv) performance under conflict of interests.

- 10.7.1. Under any circumstances, **CONTRACTOR**, its members, entities belonging to its corporate and economic group, professionals, employees and any subcontractor shall be held responsible, for loss of profits, indirect damages or loss of opportunities on the account of **CLIENT** or any third-parties related to it.
- 10.8. **CONTRACTOR** is not liable for verifying the accuracy and fullness of public data or information provided **CLIENT**. **CLIENT** agrees that **CONTRACTOR** is not liable for the accuracy or fullness of such information and, therefore, it shall not be held responsible for any inaccuracies or omission of information.
- 10.9. All covenants with respect to the development, modifications or changes of original description of services hereunder shall be made upon exchange of mail, which shall become an integral and supplementary part of this instrument, and any verbal agreements shall be rendered null and void. In case of divergence between this **AGREEMENT** and documents attached hereto, this agreement shall prevail, at all times. If **CLIENT** desires that the other documents attached hereto prevail over this Agreement, contracting parties must execute and Amendment, formalizing and highlighting the new clauses and conditions, as may be established by **CLIENT**.
- 10.10. This AGREEMENT shall bind the parties, their successors and assigns at any title whatsoever.
- 10.11. Any tolerance or failure of either party to enforce the faithful compliance of this AGREEMENT shall not give rise to novation or waiver, nor affect the right of such party of enforcing its fulfilment at any time.
- 10.12. The parties hereto have elected the jurisdiction of the District Court of Rio de Janeiro/RJ to settle any actions arising hereto, with the waiver of any other, however preferable it may be.

In witness whereof, the parties hereto have executed this instrument in the presence of two (02) witnesses, in two (02) counterparts of equal contents, for one single effect.

Rio de Janeiro, xxxx xxxx, 202x.

XXXXXXX

XXXXXXXXXXXXXXXXXXXXX

Witnesses:

1. _____

Name:

CPF:

R.G. n°:

2. _____

Name:

CPF:

R.G. n°: