

End User License Agreement



Software and Services Signature Contract

On one hand, BLOCKBIT TECNOLOGIA Ltd., a Brazilian company registered under the CNPJ 02.423.535/0001-09, headquartered at 1711, Alexandre Dumas Street – Santo Amaro– São Paulo (SP), represented in this act in the form of its articles, hereinafter referred to as “Blockbit” and, on the other hand, the individual or legal entity whose qualification is in the REQUEST, henceforth called "CUSTOMER", come together by mutual agreement to establish this “Software and Services Agreement”, which will be ruled by the following clauses and conditions:

1. DEFINITIONS

- 1.1. SUBSCRIPTION:** comprises a set of services that enables the usage of one or more softwares made available by BLOCKBIT to the CLIENT. The intellectual property of software belongs to BLOCKBIT. This information will be declared in the REQUEST for perfect understanding by the CLIENT;
- 1.2. AGREEMENT:** means this AGREEMENT and any REQUEST to be bound by this contract, as well as any other schedules, supplements, work orders, attachments or appendices members, annexed or incorporated by reference;
- 1.3. EULA:** refers to the abbreviation for End User License Agreement, which for the purposes of this AGREEMENT shall be understood as the document issued by the MANUFACTURER PARTNER that determines the use conditions of your software. Whenever the AGREEMENT includes PARTNER software MANUFACTURERS, the EULA shall be understood as a component part of this AGREEMENT;
- 1.4. ORDER:** comprises the entire contracting order initial or additional SUBSCRIPTION formalized by the CLIENT along with BLOCKBIT. The formalization can be done through an authorized signature of the CUSTOMER in a printed document or an electronically accepted document with legal validity, as set in the Brazilian legislation. The REQUEST will contain information regarding the SUBSCRIPTION content, commercial conditions, validity and duration and other relevant information to the hiring. Whenever detail is needed on the nature of the REQUEST, it will be understood as INITIAL ORDER the first ORDER, which origins the contractual relationship and as ADDITIONAL REQUEST every ORDER that complements or add products or increase the METRIC of the CONTRACT;
- 1.5. AFFILIATE:** corresponds to any legal entity of which the CLIENT is the partner or shareholder controller, owning 50% (fifty percent) or more of the quotas or shares with voting rights. A legal person will be considered an AFFILIATE while said corporate partnership remains active;
- 1.6. DOCUMENTATION:** means any and all content related to usage, support, related manuals, technical or functional guides to the SUBSCRIPTION and that have been produced by BLOCKBIT and which may or have been made available to the customer for reference and/or apprenticeship;
- 1.7. ADDITIONAL SERVICES:** comprises services not included in the SUBSCRIPTION and which may be contracted by the CUSTOMER through specific ORDER, including, but not limited to, the implementation, configuration, training and other similar services relating to SUBSCRIPTION;
- 1.8. CUSTOMER DATA:** refers to the CLIENT'S property contents, which have been entered by oneself or by third parties as commanded, in the software contained in the SUBSCRIPTION;
- 1.9. USER:** means a designated natural person or authorized by the CLIENT to have access to the SUBSCRIPTION, including but not limited to employees, representatives, contractors, consultants, suppliers, partners, customers or other CLIENT'S natural persons and their Affiliates, authorized by the CUSTOMER to use the SIGNATURE;
- 1.10. SUPPORT:** means assistance to the CLIENT. The scope, coverage, means to contact, and response time that must be expected from the CLIENT will be described in the SLA.
- 1.11. EFFECTIVE TERMINATION DATE:** is the date on which effectively terminates the term of the contract, regardless of the requested termination date;
- 1.12. DOWNLOAD:** electronic process through which an online service user retrieves data stored on a public network (such as the Internet) or private (such as a corporate local area network);

- 1.13.** SLA: is the abbreviation for Service Level Agreement, a document that forms part of this AGREEMENT and which defines the minimum level of availability, SUPPORT features and coverage, plus any compensation to which the CLIENT is entitled whenever indicators listed in the SLA are not fully complied by BLOCKBIT.
- 1.14.** METRIC: refers to the quantitative indicator used to define the SUBSCRIPTION'S billing by BLOCKBIT. The METRIC will be defined in the REQUEST.

2. OBJECT, SUBSCRIPTION USAGE RIGHTS AND SECURITY

2.1. PURPOSE: The SUBSCRIPTION contemplates, during the contract term:

- a. The assignment of rights to use the software listed in the REQUEST for a specified period and limited to the period of validity on the AGREEMENT. The software included in the SUBSCRIPTION will be made available for CUSTOMER access via internet or other means of remote access, as specified by BLOCKBIT;
- b. SUPPORT Services;
- c. Availability of development, corrections and software updates included in the SUBSCRIPTION.

2.2. ADDITIONAL SERVICES: This Agreement does not include services other than those purchased through a REQUEST. If the CUSTOMER chooses any services for the Service provided by third parties, BLOCKBIT will not be responsible for any defect or failure of the Service caused by the services provided by such third parties, and the CLIENT shall not be entitled to any reduction in the fees of the Service. BLOCKBIT may deny access to the Service from any other service provider that BLOCKBIT considers, at its discretion, harmful to the safety or confidentiality of systems, data, or intellectual property of BLOCKBIT or its CUSTOMERS.

2.3. LIMITATIONS ON USAGE RIGHTS: When using the SUBSCRIPTION, CUSTOMER must ensure that its USERS do not:

- a. copy, translate, disassemble, decompile, reverse engineer or otherwise modify parts of the SIGNATURE;
- b. transmit any content, data or information that is illegal, abusive, malicious, harassing, illicit, defamatory, vulgar, obscene, libelous or invasive of the right to privacy of another person or the right of publicity, or racially or ethnically

objectionable;

- c. violate the intellectual property rights of any natural or legal person;
- d. interfere with or interrupt BLOCKBIT's software or systems used to host the SUBSCRIPTION, or other equipment or networks connected to the SIGNATURE;
- e. use the SUBSCRIPTION in the operation of services bureau, outsourcing or time-sharing;
- f. circumvent or disclose authentication or SUBSCRIPTION user security or any host, network, or related account
- g. access SUBSCRIPTION to create a product or competing service or to copy its features or user interface;
- h. allow access to the SUBSCRIPTION by direct competitor of BLOCKBIT; or
- i. use the SUBSCRIPTION in a way that violates laws or local, state, national, international or foreign;
- j. use the SUBSCRIPTION after the end of the term of this contract.

2.4. SUBLICENSING AND USE: THE CUSTOMER may not sublicense, license, sell, lease, rent or otherwise make available the SUBSCRIPTION for third parties.

2.5. LINKS AND REFERENCES: SUBSCRIPTION can contain links to external internet sites (including embedded widgets or other access means) and information provided on said external websites by BLOCKBIT partners and other service providers. BLOCKBIT will not be responsible for the content of websites related to parties that are not held by it.

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

2.7. MODIFICATIONS: BLOCKBIT may change or modify the capabilities and functionality of the SUBSCRIPTION anytime because of the technological evolution of its products and services.

2.8. FUTURE FEATURES: The CUSTOMER agrees that the contracting of the SUBSCRIPTION is independent of the delivery of any functionality or future features and is independent of any verbal comments or written public notices made by BLOCKBIT, including on any plans for action, in relation to functionalities or future features.

3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

3.1. ASSESSMENT AND SUITABILITY: The CUSTOMER is the sole responsible for

determining the suitability of the SUBSCRIPTION for the CLIENT's business and for complying with all laws, rules, regulations, and conventions applicable to CUSTOMER Data and to the usage of Service(s) by the CUSTOMER. THE CLIENT is also solely responsible for ensuring that the SIGNATURE can be used in their operations without violating any legislation, regulation, or applicable convention.

- 3.2. SECURITY INFORMATION:** THE CUSTOMER must maintain commercially reasonable standards of security for the usage of the Service by themselves and their Named Users.
- 3.3. USER CONTROL:** The CUSTOMER will be responsible for the acts and omissions of their USERS as if they were acts and omissions of the CUSTOMER himself. As a general understanding, a credential means the definition of a username (login) and password. The CUSTOMER must ensure that people who are no longer authorized to access the SUBSCRIPTION 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 in an addendum to this contract.
- 3.4. MEANS OF ACCESS TO SUBSCRIPTION:** THE CUSTOMER is responsible for contracting the means of access and use of the SUBSCRIPTION, including but not restricted 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 accessing the SUBSCRIPTION will be provided by BLOCKBIT to the CLIENT whenever requested.

4. PRICES AND PAYMENT TERMS

- 4.1. BILLING AND REVENUE:** BLOCKBIT will bill the fees due in reason of contracting the service in the established form in the REQUEST and respecting the laws applicable in force. The term and condition for payment of invoices will be the very same set out in the ORDER.
- a. Unless otherwise specified, all values listed in the ORDER shall be understood as net of all taxes, fees and contributions levied on billing. Taxes, fees and contributions will be calculated and added to each billing as per the applicable legislation in force in the present time;
 - b. On amounts not paid on due date will incur a

non-compensatory fine of 2% (two percent) and late payment interest of 1% (one percent) per month;

- c. Whenever there is a delay greater than 30 (days) in the payment of fees, counted from the due date, it is allowed to BLOCKBIT the suspension of the ability to CUSTOMER's access to the Service until the payment is done.
- 4.2. SUSPENSION OF ACCESS IN CASE OF DELAY:** Without jeopardizing the foregoing, if the Contractor fails to make any payment on the due date, BLOCKBIT may, without need for any notice or notification:
- a. take appropriate steps to receive the amount due, and the CUSTOMER shall bear collection expenses, including protest and attorney fees set at 10%, held by BLOCKBIT;
 - b. if the delay exceeds 15 days, proceed with the suspension of the SUBSCRIPTION, until they are paid the overdue amounts. Once paid, BLOCKBIT will have up to 72 (seventy-two hours), counted from the confirmation of payment overdue, to restore access to the SIGNATURE.

4.3. USE AND CONSUMPTION MONITORING: BLOCKBIT has the right to monitor the METRICS and other relevant performance indicators to the SUBSCRIPTION for billing purposes and, additionally, improvement of services.

4.4. ECONOMIC-FINANCIAL BALANCE: BLOCKBIT is already allowed to apply renegotiation of the commercial conditions of the CONTRACT if, by reasons beyond BLOCKBIT's control or will, the conditions agreed do not allow the economic-financial balance of the contract. In this case, BLOCKBIT shall formally notify the CLIENT of the reasons that lead to the need for renegotiation, as well as of the proposed new conditions. In case there is no manifestation of the CLIENT within a period of 30 (thirty) days, counted from the notification, it is hereby understood that the new conditions have been accepted by the customer.

4.5. ANNUAL ADJUSTMENT: The values established in the ORDER will be readjusted every 12 (twelve) months based on the IGP-M, from 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 Brazilian Federal Government.

5. TERM, VALIDITY AND TERMINATION

5.1. TERM AND RENEWAL: The initial term of the CONTRACT will be as specified in the

- INITIAL ORDER.
- a. Upon expiry of the initial term, this AGREEMENT will be automatically renewed and shall be in force for an indefinite period, unless DENOUNCEMENT by either party, in writing, at least 90 days in advance (ninety) days from the end of the initial term.
 - b. Upon renewal, the REQUEST will be considered INITIAL, and all ADDITIONAL ORDERS formalized during the initial term, in set.
 - c. The validity of ADDITIONAL ORDERS will coincide with the INITIAL ORDER, if they have been formalized in the initial term. The requested ADDITIONS that may be formalized for an indefinite period will also be valid for an indefinite period.
- 5.2. MONITORING:** The CUSTOMER is responsible for monitoring the use of the SUBSCRIPTION, especially regarding the consumption of the METRIC agreed in the REQUEST. The CUSTOMER is already obliged to notify BLOCKBIT of the surplus of consumption. BLOCKBIT, in this case, will issue an ADDITIONAL REQUEST to formalize the increase in METRIC and authorize the respective charges, including retroactive, related to the excessive use of the agreed METRIC.
- 5.3. PARTIAL CANCELLATIONS:** It is forbidden the reduction or renegotiation of the METRIC during the initial term of the CONTRACT. After automatic renewal, the CUSTOMER may request the reduction of the METRIC. In this case, on the negative variation of the METRIC, the rule of termination of contract established in this CONTRACT.
- 5.4. REIMBURSEMENT OF EXPENSES:** The CUSTOMER shall reimburse BLOCKBIT for all reasonable expenses, pre-approved (by the CUSTOMER, in writing, acceptable by email) and duly documented with displacements, passages, accommodation, meals, and other expenses related expenses incurred by BLOCKBIT to provide ADDITIONAL SERVICES to the CUSTOMER under this Agreement.
- 5.5. TERMINATION IN CASE OF DEFAULT OF THE CONTRACTUAL CONDITIONS:** Any of the parties may terminate this Agreement at any time, without fine or indemnity, if the other default or any of its obligations and not purge their arrears within 30 days of the written notification claiming its correction. For the event of late payment of any amount due under this Agreement, such term will run from the expiration of that obligation,

unnecessary interpellation of the debtor, who will be automatically constituted in arrears.

5.6. TERMINATION WITHOUT REASON: Either party may request the termination of this present Any time contract considering a notice prior to 90 (ninety) days.

- a. The request must be made in writing by a legal representative of the complainant. In this case Communication via email will not be accepted.
- b. If the termination request is made during the initial period of validity by the CLIENT, this one is obliged to settle the invoiced installments and not paid, as well as the payment of a fine equivalent to 50% (fifty percent) of the total value to which BLOCKBIT would be entitled until the end of the initial term. This fine will be invoiced by BLOCKBIT up to 90 (ninety) days after the DATE OF EFFECTIVE TERMINATION for payment in single installment 30 (thirty) days after the issuance of the Corresponding Invoice.

5.7. CANCELLATION OF ACCESS: Access to the CUSTOMER SUBSCRIPTION will be canceled on the DATE OF EFFECTIVE TERMINATION. for greater convenience of the CLIENT, BLOCKBIT will enable the DOWNLOAD CUSTOMER DATA for a period of up to 30 (thirty) days after the DATE OF EFFECTIVE TERMINATION.

- a. CUSTOMER DATA that is stored within BLOCKBIT backups will be deleted in accordance to the company's backup policy. BLOCKBIT apply to data eventually stored in backup, after the effective termination date, the conditions of secrecy and confidentiality established in this agreement.

6. WARRANTIES AND SERVICES COVERAGE

6.1. SUBSCRIPTION GUARANTEE: BLOCKBIT guarantees that the SUBSCRIPTION will be substantially in accordance with the specifications defined in the DOCUMENTATION and/or the ORDER. Warranty does not apply:

- a. if the SIGNATURE is not used in accordance to this AGREEMENT and/or DOCUMENTATION, or if used negligently or intentionally inappropriate by USERS of the customer; or
- b. if any non-compliance is caused by third party products, content, or services; or
- c. if SUBSCRIPTION is provided free of charge or through a trial license.

6.2. ADDITIONAL SERVICE WARRANTIES: BLOCKBIT guarantees that it will run any ADDITIONAL SERVICES in a professional and in

line with industry practices generally accepted.

- a. ADDITIONAL SERVICES will be delivered in compliance to all relevant aspects with the descriptions set out in the applicable ORDER, as well as in complementary documents.
- b. The CUSTOMER's sole and exclusive remedy and BLOCKBIT's full responsibility for the breach of warranty on ADDITIONAL SERVICES will be the re-execution of the DEFECTIVE ADDITIONAL SERVICES.
- c. If BLOCKBIT does not re-run the SERVICES ADDITIONAL CHARGES in accordance with the warranty, the CLIENT will be entitled to a refund of fees paid to BLOCKBIT for such DEFECTIVE ADDITIONAL SERVICES.

6.3. LIMITATION OF LIABILITY: A SUBSCRIPTION is provided by BLOCKBIT with the use of practices, tools, and technologies commercially reasonable that enable the delivery of the SUBSCRIPTION at levels of superior performance standards than those established in the SLA.

- a. The CUSTOMER declares to understand, however, that, under no circumstances, the SIGNATURE must be understood as infallible or insusceptible to failures, errors, and outages and that these will be treated in accordance with the criteria and deadlines defined in the SLA.
- b. Under no circumstances will BLOCKBIT be liable for indirect damages and profits outgoings caused by chance within the scope of this CONTRACT.
- c. Any indemnity due in the scope of this CONTRACT is limited to the value paid by the CLIENT to BLOCKBIT in the 12 (twelve) months prior to the date of the event giving rise to the indemnity.

7. THIRD PARTY CLAIMS

7.1. CUSTOMER DEFENSE: BLOCKBIT shall defend, at its expense, the CUSTOMER and its AFFILIATES against claims filed against the CUSTOMER by any third party claiming that the use of the SUBSCRIPTION by the CUSTOMER, in accordance with the terms and conditions of this Agreement, constitutes a direct violation or appropriation misuse of a patent claim, copyright, or trade secret rights. BLOCKBIT will finally pay the damages sentenced against the CUSTOMER (or the value of any agreement entered by BLOCKBIT) in connection with such claims and will pay the attorney fees relating to such

defense. Said BLOCKBIT's obligation will not apply if the alleged infringement or the results of the appropriation improperly caused using the BLOCKBIT together with any other software or service or to free or test for SUBSCRIPTION.

- 7.2.** If, pursuant to clause 7.1, a legal action is filed, or, in BLOCKBIT's reasonable view, a lawsuit may possibly be filed, BLOCKBIT may, at its sole discretion, option and account: (i) ensure the CLIENT's right to continue using the Service under this Contract; or (ii) replace or modify the Service to adapt it without significant loss of functionality. If BLOCKBIT sends notification in writing to the CLIENT informing that the options above are no longer available, BLOCKBIT or the CUSTOMER may terminate this Agreement and BLOCKBIT will reimburse the CUSTOMER for all prepaid fees for the remainder of the period after termination date.

8. CONFIDENTIALITY

8.1. CONTRACTUAL CONFIDENTIALITY: The CUSTOMER cannot reveal the terms and conditions of this AGREEMENT, or the prices contained herein to any third. BLOCKBIT is hereby authorized to use the CLIENT's corporate name or brand in customer relationship, advertising, advertisement, or similar activity. In periods, media and contexts agreed with the CLIENT, BLOCKBIT also may carry out press releases, interviews and/or journalistic material with the CLIENT. BLOCKBIT will use reasonable efforts to avoid promote reference activities that interfere unreasonably in the CLIENT's business.

8.2. CONFIDENTIALITY: The parties will keep confidentiality about all the data and information provided to each other or to which they have access in reason of this AGREEMENT, during its term and for 5 years after its termination.

8.3. INTELLECTUAL PROPERTY: BLOCKBIT owns all rights, property and participation in all copyrights, trademarks commercial rights, patent rights and other proprietary rights, intellectual property, or other related rights to the SUBSCRIPTION, including the DOCUMENTATION, improvements, design contributions or work derivatives thereof. Unless previously specified in otherwise agreed in writing, the CUSTOMER will be granted the non-exclusive right to use the DOCUMENTATION subject to the terms of this Contract. This AGREEMENT transfers

the CUSTOMER NO proprietary rights of BLOCKBIT's Service or MATERIALS. All rights not expressly granted to the CUSTOMER in this Agreement are reserved to BLOCKBIT.

9. GENERAL PROVISIONS

- 9.1. NULLITY OF DEVICES:** The parties understand that if any or more than one device of this Agreement is considered void or unenforceable in any respect, this nullity or unenforceability will not affect the other provisions of this Agreement and this Agreement will be interpreted as if that null device or unenforceable had never been part of this instrument.
- 9.2. NOVATION:** If either party waives rights to the violation of any provision of this Agreement, such waiver will not be deemed a waiver of any breach before or after the same or any other device of this instrument.
- 9.3. AGREEMENT OF THE PARTIES:** The CUSTOMER declares that this AGREEMENT, INITIAL ORDER, ADDITIONAL ORDERS, and any additives produced reflect all conditions agreed between the parties and which fully prevail over any notes, documents, proposals, and minutes previously produced between the parties ("drafts").
- a. It is already understood that the conditions discussed in the drafts and not reproduced in this AGREEMENT, INITIAL ORDER, ORDERS ADDITIONAL CHARGES and any additives were discarded and disregarded and cannot be claimed later.
 - b. Changes to the conditions of this AGREEMENT will only be valid with the elaboration of an amendment to be signed by the representatives BLOCKBIT's and CLIENT's authorized legal will take effect from their signature, without retroact.
 - c. This Agreement shall prevail over any additional terms or terms and conditions inconsistent conflicts that may arise, or any purchase order submitted by a party to the other, and all terms and conditions additional charges for such purchase

order will be void and without effect, regardless of acceptance or execution of such purchase order by the party that did not elaborate.

- 9.4. ASSIGNMENT, TRANSFER AND DONATION:** THE CUSTOMER may not, without prior authorization in written by BLOCKBIT, authorize, assign, delegate, pledge or otherwise transfer this Agreement, or any rights or obligations provided for in this Agreement, or any materials of BLOCKBIT or the Confidential Information of BLOCKBIT anywhere, either in a voluntary, whether by operation of law, including by sale of assets, merger, or consolidation. BLOCKBIT may assign this Agreement to any of its Affiliates. BLOCKBIT may, at its sole discretion, subcontract parts of the SUBSCRIPTION to other suppliers.
- 9.5. ORDER OF PRECEDENCE IN CASE OF CONFLICT:** The following order of precedence will be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the REQUEST; (ii) the schedules, supplements of products, documents and attachments incorporated into or referenced by the REQUEST, (iii) and this CONTRACT.
- 9.6. INDEPENDENT CONTRACTORS:** The parties are independent contractors, not being created by this instrument no company, franchise, joint venture, agency, fiduciary relationship, or employment between them. There are no third parties' beneficiaries of this Agreement.
- 9.7. JURISDICTION:** This Agreement and any legal actions arising from it or relating to it and the object of the Agreement will be governed by and interpreted in accordance with the laws of Brazil. The parties now choose the Central Forum of the District of the City of São Paulo, State of São Paulo, as competent to settle any disputes arising from of the execution and/or interpretation of this Agreement, to the exclusion of any other, however privileged as it may be.

Blockbit Technology Ltd.