

Services Rendering Agreement

By means of this Private Instrument of the Service Rendering Agreement **CS GLOBAL IT CONSULTING LIMITED**, a private legal entity with its head office in the City and State of Greater London, located at **5 Luke Street London, EC2A 4PX**, registered in Companies for England and Wales No. **11586755**, hereinafter referred to as **CONTRACTED PARTY**; and, on the other hand, the legal entity called **CONTRACTOR**, whose qualification data are included in the attached document (ANNEX 1 - Proposal for the Services Rendering), have agreed to the following terms and conditions as legally established.

1. Clause One - Purpose

1.1 The purpose of this contract is the provision of specialized technical consulting services in technology, by the **CONTRACTED PARTY** to the **CONTRACTOR**, in accordance with the provisions of the Proposal for Services Rendering that was issued and sent to the **CONTRACTOR**, duly signed and initialed by the parties included as an integral part of this document, under the name "ANNEX", accompanied by the corresponding numbering (ANNEX 1, ANNEX 2, etc.).

2. Clause Two - Contents Consideration

2.1 The **CONTRACTED** is not responsible for any discontinuance of services resulting from network failures caused by unforeseeable circumstances or force majeure, as well as: for failures or problems of compatibility between the applications; flaws in third party's products or services, including other operators connected to the **CONTRACTOR's** network; unforeseeable problems and related to technologies employed that are unknown to the **CONTRACTOR**; contamination by computer viruses, or even; due to negligence, negligence or omission by the **CONTRACTOR**.

2.2 The **CONTRACTOR** expressly agrees that the **CONTRACTED PARTY** will send e-mail messages of an informative nature, referring to specific communications associated to the purpose of this Agreement and/or any resource which, at the criteria of the **CONTRACTED PARTY**, may be useful to the **CONTRACTOR**.

2.3 All data and information hosted in the **CONTRACTOR's** structure shall be the sole and exclusive responsibility of the latter, and this shall also be observed regarding the content provided to the customers, and shall be liable for all damages that the inadvertent use of the same may cause.

2.4 The **CONTRACTOR** is aware that only the services described in ANNEX 1 are part of this contract, as long as these services are not expressly provided will not be part of the scope of this contract under any circumstances, even if they are provided by the **CONTRACTED PARTY**. If there is interest in the acquisition of services not included in ANNEX 1, the **CONTRACTOR** shall expressly request them.

2.5 Interruptions may occur in the services provided as a result of preventive or corrective maintenance on the client's infrastructure, which will be communicated to the **CONTRACTOR** 24 hours in advance.

2.6 The **CONTRACTED PARTY shall** not be liable for any damages or losses arising from interruptions in services occurring pursuant to the provisions of item 2.6 above, considering the preventive or corrective maintenance is the only means to prevent the occurrence of substantial problems.

2.7 Since the fallibility of computer systems of any nature is notorious, only in the case of gross negligence or willful misconduct, the **CONTRACTED PARTY** will be held liable for damages resulting from the interruption of services. Even if this happens (serious fault or willful misconduct), any indemnity will be limited to the value of this contract, which will be calculated by multiplying the monthly amount paid by the **CONTRACTOR** for the period of validity, in months, agreed between the parties.

2.8 Considering that the backup, management of the server(s) and/or environments described in ANNEX I, as well as the contracting of services and products used for the purpose of information security are the responsibility of the **CONTRACTOR**, the latter should take all measures to prevent the loss of data, misuse of information, or any other damages or losses arising from improper use of contracted items, and the **CONTRACTED PARTY** shall not be liable, under any circumstances, for any damages.

2.9 The **CONTRACTED PARTY** will allow the **CONTRACTOR** to transfer the contractual position undertaken in the name of legal entities that are proven to be part of the same business group, with no administrative cost related to this transfer (requiring, in this case, a mere cadastral approval by the **CONTRACTED PARTY** by means of a consultation to credit protection agencies).

2.10 The **CONTRACTED PARTY** shall not be liable for the services provided by the entities responsible for the administration and registration of internet domains, navigation and connectivity operators and/or third-party software that are used, dependent or hosted in the environments managed by the **CONTRACTED PARTY**.

2.11 Some clauses in this instrument may be inapplicable regarding the environment and/or service described in ANNEX 1, which under no circumstances may be invoked for the purpose of hindering the provisions of this instrument, since the scope inherent to this contract are

Services Rendering Agreement

sufficiently outlined in ANNEX 1 and, in addition to this, the **CONTRACTED PARTY** provided the **CONTRACTOR** with all clarifications necessary to the good understanding of the adjustment between the parties.

- 2.12 Hardware sharing, or "SHARE" environment, WHEN APPLICABLE, dynamically means that the **CONTRACTOR** shall have exclusivity in the contracted components according to the chosen plan, but in no case, will be enabled to, exclusively, use the equipment provided for the work scope of the plan, in compliance with the limits imposed.
- 2.13 The user codes and their access passwords are proprietary and non-transferable, and cannot be the object of any commercialization or assignment of use, assuming that the **CONTRACTOR** is responsible for their improper use. In addition to this, since the **CONTRACTED PARTY** will not have said access passwords, no case of joint or even subsidiary liability will be admitted for the inappropriate use of the same.
- 2.14 The **CONTRACTED PARTY** does not endorse the content of any user communications and content posted on the Internet, and therefore cannot be held liable for the transmission of illegal, defamatory, privacy violation, abusive, threatening, obscene, discriminatory, injurious or objectionable content that in any way, infringes or may infringe any kind of right or that simply contravenes the good manners.
- 2.15 The **CONTRACTED PARTY** shall not be liable for violations of data and information resulting from actions taken by employees, agents or persons authorized by the **CONTRACTOR**, nor of those resulting from criminal or irregular action by third parties ("hackers"), when the managed environment, and/or chosen service plan does not include Protection and Security Services, managed by the **CONTRACTED PARTY**.
- 2.16 In case of misuse by the **CONTRACTOR** or any third party of the **CONTRACTOR** 's user code and/or password, the **CONTRACTED PARTY** may terminate this instrument unilaterally, regardless of prior notification, without the payment of any type of indemnification or reimbursement to the **CONTRACTOR**.
- 2.17 As a basic assumption of the services rendering, the **CONTRACTED PARTY**, is not equipped with the means to control the content of the data transmitted, disseminated or made available to the public by the **CONTRACTOR** during the use of the resources hired. However, if the **CONTRACTED PARTY** is notified, even if anonymously, regarding any behavior and/or method practiced by the **CONTRACTOR** that is contrary to the provisions of this instrument, the applicable law or even the basic rules, even if not written, coexistence with other persons, the **CONTRACTED PARTY** in accordance with the seriousness of the situation can SUSPEND OR CANCEL THE HIRED SERVICES IMMEDIATELY without any losses related to payment, which in this case, will be due in full (up to the end of the agreed term).
- 2.18 The **CONTRACTED PARTY** shall not be held liable for the improper or inappropriate use of the Software and/or any product provided to the **CONTRACTOR** as well as for any loss or damage sustained by the **CONTRACTOR** or any third party as a result of this improper or inappropriate use, and the **CONTRACTOR** will agree to maintain the **CONTRACTED PARTY** free and exempt from any liability, duty or liability arising from claims related to the provisions of this clause, and the **CONTRACTOR** will be in charge of all procedures to hold the **CONTRACTED PARTY** safe and harmless from the judicial or administrative proceedings that may be filed in their name. If this is not feasible due to an irreversible decision of the competent authority, the **CONTRACTOR** undertakes to indemnify any and all losses that may be imposed on the **CONTRACTED PARTY** regardless of the nature.
- 2.19 The contents of this instrument and the Commercial Proposal, its Annexes and all other documents related to this instrument or **CONTRACTOR's** Proposal are confidential and neither Party may provide or disclose this confidential information to any unauthorized third parties. The confidentiality obligation shall remain in force during the validity of this Commercial Proposal and within 6 (six) months after the respective termination, with the exception that the **CONTRACTED PARTY shall have** the right to advertise in its publicity and promotional material the disclosure of the business name, trademarks and other distinctive signs of the **CONTRACTOR**, regardless of prior authorization.

3. Clause Three – Obligations of the **CONTRACTED PARTY**

- 3.1 Provide the services indicated in this contract, observing the necessary quality standards and the norms applicable to the area of operation, as well as the specifications established with the **CONTRACTOR** that are related to the provisions stated in ANNEX 1.
- 3.2 Provide support, management and remote assistance during the rendering of the services outlined in this document (according to scope agreed in ANNEX 1), observing that REMOTE service represents the standard to be performed on a daily basis, and the **CONTRACTOR** may request, at any moment, face-to-face service, by means of the commercial approval of the costs inherent to the case.
- 3.3 Maintain and request the maintenance for the company and respective representatives of the confidentiality standard of any data, materials, information, documents, technical or commercial specifications, innovations and improvements that may arise of as a result of the provision of the adjusted services rendered by the **CONTRACTOR** or third parties, and may not, under any circumstance, disclose, reproduce, use, give or inform the same to third parties, even after termination of this agreement, under penalty of civil and criminal liability.

Services Rendering Agreement

- 3.4 Respect any and all copyright, especially the documentation and technical specification of the business consultancy which is the purpose of this contract, whether owned by the **CONTRACTOR** or third parties, under penalty of liability within the scope of the terms of Law 9.610/1998.
- 3.5 Make the efforts necessary to meet the expectations of the **CONTRACTOR**, complying with any reasonable request and any procedures, rules and regulations that the **CONTRACTOR** may require, also using correct and legal means to increase and improve the business and reputation of the **CONTRACTOR** in the market in which they operate.
- 3.6 Observe the current laws and internal policies of the **CONTRACTOR** regarding the equipment used, computers, servers, resources or internet components.
- 3.7 Inform the **CONTRACTOR** about any issue that may compromise the quality and timeliness of the contracted services, with a purpose of achievement of the quality standard observed in services rendered.
- 3.8 Submit the invoice referring to the services rendered with at least 15 days in beforehand in terms of the agreed maturity and it should be borne in mind that the amounts that do not represent the **CONTRACTED PARTY's** payment may be charged by means of a debit note.

4. Clause Four - OBLIGATIONS OF THE CONTRACTOR

- 4.1 Maintain the **CONTRACTED PARTY** informed of any decisions of a managerial, technical or administrative nature that may affect or relate to the streamlining of the services comprised in this document and its annexes, as well as any aspect that influences the amount of access and use of the current "*capacity*" accomplished.
- 4.2 Make payments in due time to **CONTRACTOR**, under penalty of suspension of services provided.
- 4.3 Provide and maintain only true, up-to-date and complete information, declaring that the use of false, invalid, incorrect or third-party data is the sole responsibility and may result in termination of the agreement between the **CONTRACTED PARTY** and the **CONTRACTOR** and, consequently, the IMMEDIATE CANCELLATION OF THE CONTRACTED PLAN or SERVICE, WITHOUT NOTIFICATION IN BEFOREHAND, and, also, the characterization of unlawful act practices, subjecting it to the penalties provided by law.
- 4.4 Authorize the **CONTRACTED PARTY** to provide the information stated in its registrations to the domain registration agencies, and to its strategic, commercial or technical partners, in order to improve the offering of the conditions of products and/or resources to the **CONTRACTOR**.
- 4.5 Inform the **CONTRACTED PARTY** whenever there is a change in the registration information, including, but not limited to, any change in the address to which the collection documents should be sent, as well as changes in telephone numbers, e-mails or the name of the contact person, which must be informed in any of the means made provided by the **CONTRACTED PARTY** for the customer service.
- 4.6 Ensure that the plan and/or detailed scope in ANNEX 1 will comply with the requirements, and the **CONTRACTOR** will be the sole and exclusive responsible for requesting adjustments deemed as necessary, whenever appropriate, to increase or decrease the contracted capacity, in order to maintain the infrastructure available - always on a par to the demands.
- 4.7 Refrain from performing any actions that may jeopardize the stability of the **CONTRACTED PARTY's** network and infrastructure, under penalty of immediate suspension or termination of this Agreement by the **CONTRACTED PARTY** at the sole discretion of the latter.
- 4.8 Ensure that the equipment allocated in its premises, when applicable to the scope of this contract will be preserved with absolute care, assuming full responsibility for any damages caused, regardless of their origin.
- 4.9 Manage the user code and the respective private password, fully assuming any responsibility for the use of the same, or actions taken through them, including, but not limited to the economic charges resulting from such use, especially regarding loss of data, virus contamination, network intrusion, theft of data or information, sending of offensive and/or inappropriate electronic messages to other Internet users and other behaviors that may jeopardize other users and/or systems connected to the Internet, as well as for any other actions that are in disagreement with the current legislation.
- 4.10 The **CONTRACTOR** assumes, exclusively, without restrictions or reservations, all the responsibilities arising from actions conducted by the latter as a user of the worldwide computer network, being responsible for the misuse of the resources contracted in this this document and especially, in an exclusive manner, liability for actions, damages and losses that may result from the non-compliance with the obligations assumed in this instrument.

Services Rendering Agreement

- 4.11 The **CONTRACTOR** shall be responsible for any and all data, including audiovisual information, stored, transmitted, disclosed and/or made available on any servers and/or websites hosted in the **CONTRACTED PARTY'S** structure.

5. Clause Five - Warranties.

- 5.1 It is already agreed that the provision of services, projects, relocations, refits or other actions of the same nature, within the liability regime of the **CONTRACTED PARTY** shall be considered by the **CONTRACTOR**, within the quality and standard parameters established to maintain the quality level and reliability of services provided and information security.
- 5.2 The services may be suspended if there is a delay of more than 30 (thirty) days in the payment of fees due by the **CONTRACTOR** to the **CONTRACTED PARTY**. In this case, the services will be released within 72 (seventy-two) working hours after payment of the debt.
- 5.3 Due to the complexity and impossibility that the computer systems will be void of flaws, as a result of their nature, the parties agree that the **CONTRACTED PARTY** shall not be liable under any circumstances for invasions or alterations in the environment of the **CONTRACTOR**, resulting from the action of third parties, including but not limited to hackers and/or crackers. The **CONTRACTED PARTY** in this case must repair any undue alteration, as long as it can be repaired, within a timeframe compatible with the complexity of the problem (observing that, within the specific situation, it may be necessary to contract complementary services provided by third parties, whose costs will be borne exclusively by the **CONTRACTOR**, after the approval in beforehand by the latter.
- 5.4 The **CONTRACTOR** shall perform and keep up-to-date backup copies of the data hosted on the **CONTRACTED PARTY'S** infrastructure, when applicable to the scope defined in ANNEX 1.

6. Clause Six - Contract Term

- 6.1 This contract shall be in force for the period specified in ANNEX 1 and shall enter into force on the date of its signing and it is understood that any renewal shall be subject to an express term, which shall be drawn up after the adjustment between the parties regarding the commercial conditions applicable in that case and shall be designated as ANNEX to this instrument (in compliance with the development of the identification number, in other words, ANNEX 2, ANNEX 3, etc.). In the case of a delay in the renewal, and if there is no solution regarding the continuation of the services, the **CONTRACTED PARTY** may suggest an extension of the term of this instrument, and as soon as a decision is provided regarding the new conditions, they will be back dated to the closing date of this document and the **CONTRACTED PARTY shall be** entitled to charge for the payment of the differences observed in one installment.
- 6.2 This agreement might be undone without penalty within 30 (thirty) days prior to the termination of this instrument, by either party, upon prior and express notice on a notification on the company letterhead signed by a legal representative of the same with the signature notarized by a notary and an official document proving the current representation.
- 6.3 In the case of the early termination of this instrument, or failure to comply with the prior notice set forth in clause 6.2, the application of a penalty corresponding to 50% of the total monthly amount in force, multiplied by the number of months remaining for the termination of the contractual term, according to the **Calculation of the Fine Termination Formula*, without prejudice to the repair of any losses and damages caused.

** Fine Termination Formula Calculation, = Vm x 50% x (nT - nO), where:*

V = Amount to be paid by the CLIENT.
Vm = Total value of the current monthly payment.
nT = Total number of contracted months (or extended period).
nO = Number of months elapsed from the date of activation or extension of the Contract, as feasible, until the date of termination of the Contract or extended period.
x = Multiplication factor.

- 6.4 This agreement shall be automatically terminated if any of the parties does not provide the other party with the information necessary for the provision of the services encompassed in this contract, for a period exceeding 15 (fifteen) calendar days, and in this case the infringing party will be required to pay a fine provided for in clause 6.3.

Services Rendering Agreement

- 6.5 If the **CONTRACTOR** requests the cancellation of the Plan or terminates this Agreement, for any reason, the **CONTRACTOR** agrees to settle and immediately provide the payment of any existing and pending debts, for the periods already made available and not yet paid, and if feasible, without the payment of the possible payment of a fine for early termination, interest and monetary correction.
- 6.6 In addition to the termination cases already provided for in this agreement, this instrument will be automatically terminated in the case of a request for judicial recovery, bankruptcy or insolvency of either party.
- 6.7 The **CONTRACTOR** declares to be aware that, with the cancellation of its Plan and/or **CONTRACT**, for any reason, all content, such as, but not limited to, any and all files, information, data stored or managed by the **CONTRACTED PARTY** will be automatically erased, without the possibility of recovery and without incurring any burden to the **CONTRACTED PARTY** or provision of any indemnification right to the **CONTRACTOR**. The **CONTRACTED PARTY shall** not be responsible for any files, documents, e-mails, data and any other types of information regarding the said account that are stored at the premises of the infrastructure of the Latter or at the **PARTNERS** representatives.

Clause Seven - Price and Payment Terms

- 7.1 For the services rendered, the **CONTRACTOR** will pay on a monthly basis to the **CONTRACTED PARTY** the amount described in Annex 1, which will be added to the amounts that may be established by means of amendments to this **instrument**, maturing on the date indicated in the document on a monthly basis, and any payments in beforehand can be accomplished by means of an agreement between the parties. Payments will always be made by means of collection documents, and under no circumstance any other payment method will be allowed.
- 7.2 If this instrument is in force for more than 12 months after the expiration of this period, the price of the services will be automatically adjusted by means of the application of the Consumer Price Index (CPI). In the case of validity of 12 months or less, the prices referring to a possible new period shall be freely negotiated between the parties.
- 7.3 Payments will be made based on the "month due" system, by means of the presentation of an invoice. Extra services (if any) will be paid by means of their own reports and by submitting the relevant debit notes, or services out of scope, with the request duly registered and approved at the Customer's Center by the **CONTRACTED PARTY**.
- 7.4 Expenses arising from the activities carried out by the **CONTRACTED PARTY**, for the execution of the service and purpose of this contract, such as, air tickets, hotels, meals, taxi, parking, fuel, toll, follow-up, development of projects and/or visits to the Data Center, not considered in ANNEX 1, shall be borne by the **CONTRACTOR**, subject to prior approval by the **CONTRACTOR**.
- 7.5 The lack of payment of the price on the respective maturity date will result in the application of the late payment penalty equal to 10% (ten percent) of outstanding amounts, default interest of 1% per month, plus administrative fees for issue and/or write-off of securities registered with the bank. If there is a delay of more than 30 days, the monetary correction of the amount in arrears, calculated through the CPI, will also be due.
- 7.6 In case the **CONTRACTOR** selects a form of payment other than the standard established in clause 7.1, the latter will be responsible for the fees and other fees required to implement and develop the method chosen, and the **CONTRACTED PARTY** will be exempt of any responsibility for the expense.

8. Clause Eight - General Provisions

- 8.1 Within the scope of this contract, there is no establishment between the parties, of any form of partnership, association, mandate, representation, agency or consortium and the **CONTRACTED PARTY** will be entitled to make use of the logo or trademark of the **CONTRACTOR** without prior express authorization of the latter.
- 8.2 This adjustment supersedes any prior understanding, agreement or addendum on the same object, and will also prevail over any other declaration of the intention of the parties.
- 8.3 The lack of action of the parties, in case of breach of the agreement, shall not entail novation, contractual alteration or waiver of rights, with the exception that the innocent party shall have the right to demand from the opposing party the full compliance with the agreement at any time.
- 8.4 This agreement cannot be transferred by any of the parties, with the exception of the single agreement outlined in clause 2.10, nor granted as a guarantee of obligations, without prior written consent of the other party.
- 8.5 The contracting parties elect the Forum of the District of the Capital of the State of São Paulo to resolve any matter arising from the terms and conditions of this Agreement, which is irrevocably and irreversibly signed, binding the Parties, as well as their heirs and successors under any circumstance.

Services Rendering Agreement

- 8.6 Observing that this instrument represents the general guidelines for the contracting of services carried out through ANNEX 1, the subscription depicted in the aforesaid document, duly attached, represents the signature of this instrument, an element about which the **CONTRACTOR** expresses full knowledge and acceptance, expressly renouncing, to the claim that this document is not an enforceable title, especially based on the fact that, conjointly with the provisions of this ANNEX, all of the requirements applicable to extrajudicial enforcement are complied with.
- 8.7 The **CONTRACTOR** expressly declares and attests, for all legal purposes, the legal capacity to enter into this agreement and to use the Plan which is the purpose of this contract.



CS GLOBAL IT CONSULTING LIMITED
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