

GENERAL PRIVACY AND DATA PROTECTION AGREEMENTS STANDARD CONTRACT CLAUSES

Notice on this translation and on terminology. This is an English courtesy translation of the document originally issued in Brazilian Portuguese ("Acordos Gerais – Privacidade e Proteção de Dados / Cláusulas Padrões de Contrato"), executed on May 8, 2023. The Brazilian Portuguese version is the official, legally binding document and shall prevail in the event of any discrepancy, divergence of interpretation or omission. Throughout this translation, **PROVIDER** renders the original term *CONTRATADA* (UpFlux / Smart Process S.A.) and **CUSTOMER** renders the original term *CONTRATANTE*. Clause numbering has been preserved exactly as in the original, including any inconsistencies, in order to safeguard cross-references.

The purpose of these standard contractual clauses is to ensure compliance with the Brazilian General Data Protection Law, Law No. 13,709/2018, concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data (General Data Protection Regulation), as well as to set out provisions on intellectual property and anti-corruption.

CLAUSE ONE – INTELLECTUAL PROPERTY

1.1. All content, appearance, organization and structure of UpFlux are protected by applicable intellectual property legislation and do not infringe any law or rule to which they are subject, nor any contracts, documents or agreements to which they are a party, nor do they infringe third-party rights. Any violation of such rights shall give rise to the corresponding indemnification of the injured parties, whether the **PROVIDER**, its **CUSTOMERS** and/or third parties, without prejudice to losses and damages and attorneys' fees.

1.2. The **CUSTOMER** is solely and exclusively responsible for all content transferred, posted or otherwise transmitted through "UpFlux". The **PROVIDER** is not liable for the improper publication of third-party intellectual property.

1.3. The **CUSTOMER** is prohibited from:

1.3.1. Modifying, copying, distributing, disclosing, transmitting, displaying, performing, reproducing, publishing, making available, licensing, leasing, selling, reselling or creating derivative works from the information, applications and services of "UpFlux", except where authorized by the **PROVIDER**, under penalty of breach of these terms and legal infringement;

1.3.2. Using in any manner excerpts or reverse engineering techniques in the development or creation of other works for the purpose of analysing its composition;

1.3.3. Granting access to third parties or unauthorized persons in an unlawful manner;

1.4.4. Sharing system access credentials, given that each access subscription corresponds to the nominal use of a single user.

CLAUSE TWO – SECRECY AND CONFIDENTIALITY

2.1. The parties acknowledge that, in the exercise of their duties established under this Agreement, they may have access, voluntarily or involuntarily, to exclusive or confidential information of either party ("Confidential Information").

2.2 The **PROVIDER** undertakes to limit the processing of personal data held by the **CUSTOMER** strictly to the minimum necessary for the performance of the contracted services, ceasing such processing immediately upon fulfilment of the purpose, and undertakes to maintain full confidentiality thereof.

2.3 For the purposes of this Agreement, the term "Confidential Information" means any and all information relating to this agreement or information relating to the activities of either party which is disclosed, provided, communicated or acquired (whether verbally or in writing, in electronic form, texts, drawings, photographs, graphics, projects, plans or in any other form), through their partners, managers, officers, employees, agents or subcontractors.

2.4 The parties agree to maintain the strictest secrecy with regard to the Confidential Information of both parties, refraining from copying, reproducing, selling, assigning, licensing, commercializing, transferring or otherwise disposing of, disclosing or making available such information to third parties, and from using it for any purposes unrelated to the subject matter of this Agreement at any time and under any circumstances, save with express authorization, such obligation remaining in force even after termination of the agreement.

2.5 The parties are responsible for each of their employees, agents or subcontractors, directly or indirectly involved in the performance of the subject matter of this Agreement, with respect to the confidentiality obligation.

2.6 The **PROVIDER** undertakes to fully observe the principles and requirements for the processing of personal data set out in Law No. 13,709/2018, the LGPD (Brazilian General Data Protection Law), as well as in the GDPR (General Data Protection Regulation), as applicable, in addition to any legal frameworks that may replace or supplement them.

2.7. The **PROVIDER** shall not be liable for breaches of data and information resulting from acts of employees, agents or persons authorized by the **CUSTOMER**.

CLAUSE THREE – ACCOUNT SUSPENSION AND DELETION POLICY

3.1. After 15 (fifteen) days from the due date of an outstanding invoice, if the debt remains unpaid, the **PROVIDER** reserves the right to interrupt the provision of the services by suspending the service, without the **CUSTOMER** being entitled to any indemnification on any grounds. Reactivation shall occur within up to 03 (three) days after settlement of all debts and penalties outstanding at the time.

3.2. After 90 (ninety) days of default, the **PROVIDER** shall delete all data, files and other information stored in the **CUSTOMER's** account, upon prior formal notice, definitively cancelling the provision of the services.

3.3. The **CUSTOMER** may, at any time, request the reactivation of its account. Reactivation does not oblige the **PROVIDER** to retain the former "Account Data" as of the reactivation date. Only registration and billing data may remain in the database of the "UpFlux" program.

CLAUSE FOUR – DATA BACKUP POLICY

4.1. The **PROVIDER** shall perform daily backups of the data of the “UpFlux” program.

4.1.1. Backups are retained for 7 (seven) days for restoration purposes in the event of data loss or inconsistency.

4.1.2. Where restoration is performed on account of data deletion or misuse of “UpFlux” by the **CUSTOMER**, a restoration fee of BRL 800.00 (eight hundred Brazilian reais) shall be charged. Upon restoration, all information recorded up to the last backup shall be restored; it is not possible to restore data older than the 7-day history.

4.2. The **PROVIDER** assumes no liability for any deletion, correction, alteration, destruction, damage, loss or storage failure of any “UpFlux” Data carried out from an authorized access, by means of registered login and password.

4.3. The **PROVIDER** reserves the right to remove and/or discard the account data, upon prior notice, as a result of any breach by the **CUSTOMER** of the terms of this document, including but not limited to failure to pay for the contracted services. Following termination for cause, the right to access or use the customer data ceases immediately.

4.4. Should this Agreement be terminated, the **PROVIDER** shall have no obligation to retain the “Account Data” as from the cancellation date, and the data shall be exported and delivered to the **CUSTOMER**.

CLAUSE FIVE – LABOUR RELATIONS

5.1. It is expressly stipulated that no employment, corporate or associative relationship of any nature or kind is established between the parties by virtue of this agreement, and that no bond or liability exists between one party and the employees, workers or collaborators of any kind of the other party, each party remaining solely responsible for all its respective expenses and charges, whether of a labour, social security, insurance, civil or any other nature or kind.

CLAUSE SIX – COMPLIANCE AND ANTI-CORRUPTION

6.1. The **PROVIDER** declares, on its own behalf and on behalf of its partners, shareholders or associates, officers, employees, agents, representatives, or any other persons acting on its behalf or in its interest, that it has never engaged in and undertakes, throughout the term of this agreement, not to engage in any acts that violate the anti-corruption laws applicable to its activities or the anti-corruption laws applicable to the **CUSTOMER**, in particular Law No. 12,846/13, including, without limitation, any act harmful to the domestic or foreign public administration or contrary to the international commitments adopted by Brazil on such matters and to related laws and regulations (“Anti-Corruption Laws”).

6.2. The **PROVIDER** declares that it has not received any communication, notice or threat from any public authority, domestic or foreign, concerning allegations of violation of Anti-Corruption Laws.

6.3. The Parties declare that: a) they act in compliance with Law No. 12,846 of August 1, 2013 (Anti-Corruption Law) and undertake to comply with it in the conduct of their activities; b) they adopt internal integrity mechanisms and procedures, training, communication, auditing and the encouragement of reporting of irregularities in order to ensure faithful compliance with the law indicated in the item above by their employees, executives, officers, representatives and attorneys-in-fact; c) they are aware of and understand the provisions of the anti-bribery laws of the countries in which they do business. The Parties do not engage in any conduct that infringes the anti-bribery laws of those countries and shall discharge their responsibilities in full compliance with such laws; d) they use their best efforts to prevent the involvement of any of their employees, executives, officers or representatives in situations related to bribery, corruption or any other unlawful act related to the laws indicated in items (i) and (iii) above; and e) they agree that, should at any time these declarations, warranties and certifications cease to be accurate and complete, they shall immediately notify the other party and provide a supplementary report stating the change.

6.4. Furthermore, the Parties declare that they adopt and support practices and conduct aimed at protecting and preserving the environment, and that they avoid any practices that may cause harm thereto, performing their services in accordance with legal standards and their respective federal, state and municipal regulations, in particular Law No. 6,938/1981, which establishes the National Environmental Policy.

6.5. It is hereby established that the Parties fully comply with the principles and guidelines set out in the National Pact for the Eradication of Slave Labour, agreeing to comply with and to cause compliance with, as applicable, the following: a) To respect the right of freedom of association and collective bargaining of their employees; b) To respect and promote diversity, refraining from all forms of prejudice and discrimination, ensuring that no employee, supplier, partner or customer receives discriminatory treatment on grounds of race, skin colour, ethnic origin, nationality, social status, age, religion, gender, sexual orientation, physical, mental or psychological condition, marital status, opinion, political stance, among others; and c) To defend and support the eradication of sexual exploitation, as well as to curb sexual and moral harassment in their workforce.

CLAUSE SEVEN – GENERAL PROVISIONS

7.1. The parties shall not be obliged to compensate for losses and damages arising from the non-performance of any obligations assumed under this Agreement where events constituting force majeure and/or acts of God occur.

7.2. This Agreement binds the parties and their successors on any grounds, and may only be altered or amended, in any of its clauses, by means of an amendment executed by the parties, represented in accordance with their constitutive instruments, together with 02 (two) witnesses.

7.3. The parties declare that they have taken full cognizance of the conditions contained herein, and may not exempt themselves from any of the responsibilities assumed, on any grounds whatsoever.

7.4. The nullity or annulment of any clause of this Agreement shall not result in the nullity or annulment of the remaining clauses, which shall remain in force unless expressly annulled by judicial decision.

CLAUSE EIGHT – NOVATION

8.1 Forbearance by either party with respect to non-compliance with the clauses and conditions stipulated herein shall not be construed as novation or waiver, and the injured party may exercise its rights at any time.

CLAUSE NINE – WARRANTIES; DISCLAIMER OF SUPPORT AND LIABILITY

9.1 If you are a paying subscriber of the Services, we warrant that, during the applicable subscription term, the Services will operate substantially as specified in the Documentation when used in accordance with the terms of this Agreement. Our sole liability (and your exclusive remedy) for any breach of the aforementioned warranty shall be to correct the non-conformity or to provide you with a functionally equivalent replacement. If we are unable to reasonably make such correction or replacement, as determined at our sole discretion, in good faith, we shall refund the

prepaid amounts corresponding to the remainder of the subscription term of the services.

EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

9.2 WE SHALL HAVE NO OBLIGATION OF SUPPORT OR INDEMNIFICATION, NOR LIABILITY OF ANY KIND IN RELATION THERETO. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED BRL 1,000.00, WHICH THE PARTIES AGREE TO BE A FAIR AND REASONABLE AMOUNT.

CLAUSE TEN – DECLARATIONS OF THE CUSTOMERS

10.1. The **CUSTOMER** PARTIES DECLARE that they are aware of and agree with the terms set out herein upon executing the Purchase Order.

10.2. They further DECLARE that they are aware of all the technical terminology used in this agreement, and that it refers solely to the subscription for use of the "UpFlux" program, as well as to the services covered by this instrument.

10.3 And being thus in full agreement, the parties execute this instrument electronically, pursuant to Law No. 11,419/2006 and CNJ Normative Instruction No. 67/2015.

CLAUSE ELEVEN – VENUE

11.1 The parties elect the courts of the Judicial District of the City of Jaraguá do Sul, State of Santa Catarina, to settle any doubts or disputes arising from this agreement, to the exclusion of any other, however privileged it may be.

Jaraguá do Sul, May 8, 2023.

Representatives:

Signature

SMART PROCESS S.A.

The original Portuguese version of this instrument was executed electronically on May 8, 2023, by Alex Meinheim and Cleiton dos Santos Garcia, through the Autentique platform, with SHA-256 hash generation and a full audit trail (document identification and signature page attached to the original file). The complete audit record, including signatory identification data, remains available in the original signed document and is not reproduced in this translation, in line with the data minimization principle.