

CIELO SYSTEM ACCREDITATION AGREEMENT

cielo

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CIELO S.A. – PAYMENT INSTITUTION ("CIELO"), headquartered at Alameda Xingu No. 512, 21st-25th floor, Alphaville, in the city of Barueri, State of São Paulo, registered in the National Legal Entities Registry ("CNPJ") under No. 01.027.058/0001-91, with its articles of incorporation filed with the Board of Trade of São Paulo under NIRE 35.300.144.112.

Represented by its Bylaws, the company resolves to institute the Accreditation Agreement to the [CIELO SYSTEM](#) ("AGREEMENT") according to the following clauses and conditions:

1. OBJECT

Clause 1. The purpose of this instrument is to accredit the [CUSTOMER](#) to the CIELO SYSTEM, enabling them to:

- ✓ Accept PAYMENT METHODS, including information and data capturing, routing, and processing;
- ✓ [Liquidate](#) the TRANSACTION;
- ✓ Hire other services and products as described on an accreditation agreement exclusive page (www.cielo.com.br/contrato-de-credenciamento).



Learn more about
the Accreditation
Agreement

 All documents and content available on [www.cielo.com.br/contrato-loss of accreditation](http://www.cielo.com.br/contrato-loss-of-accreditation) are an integral part of this AGREEMENT.

Sole Paragraph. Unless indicated otherwise, the AGREEMENT's provisions shall prevail over the provisions of its annexes, amendments, and other documents and contents that are part of this AGREEMENT.

Clause 2. The definitions contained in [Annex I](#) apply to the AGREEMENT and all its annexes, amendments, other documents, and content that are part of this AGREEMENT unless indicated otherwise in the respective documents.

Clause 3. By adhesion to the AGREEMENT, the CUSTOMER agrees that:

- 1 Cielo is a payment institution and acts as a participating accreditor in specific arrangements set up by [PAYMENT ARRANGEMENT NETWORKS](#) and PAYMENT METHODS. It is responsible for accrediting CUSTOMERS to the CIELO SYSTEM and, when applicable, for [TERMINAL](#) leasing and/or lending for use, as well as for collecting, capturing, processing, and liquidating TRANSACTIONS. In this case, all this AGREEMENT's clauses and conditions apply to the CUSTOMER, according to the [CARD](#) type and/or PAYMENT METHOD they use;

II

Cielo acts as a value-added network (VAN) for certain PAYMENT ARRANGEMENT NETWORKS, PAYMENT METHODS, and/or products, including transaction collecting, capturing, and transmitting. Thus, only certain AGREEMENT clauses and conditions (such as those relating to TERMINALS and the connectivity fee) will apply to the CUSTOMER. In activities where it acts as a value-added network, CIELO will not be responsible for these TRANSACTIONS or their financial liquidation, reversal, [CHARGEBACK](#), or cancellation under any circumstances. Should the CUSTOMER have any complaint or claim concerning these TRANSACTIONS or their liquidation, they shall contact the PAYMENT ARRANGEMENT NETWORKS directly;

III

Cielo is a payment institution participating in the Pix PAYMENT ARRANGEMENT and the Instant Payment System (SPI – Sistema de Pagamentos Instantâneos) in the direct mode, being responsible for:

- a) Enabling CUSTOMERS to carry out Pix TRANSACTIONS by opening a payment account at CIELO;
- b) Collecting, capturing, and transmitting Pix TRANSACTIONS; and
- c) Pix TRANSACTIONS financial liquidation in the payment account offered by CIELO specifically for this purpose. The CUSTOMER irrevocably agrees with the provisions in the Pix Account Terms and Conditions of Use document available at www.cielo.com.br/contrato-de-credenciamento.



Learn more about
the Accreditation
Agreement

IV

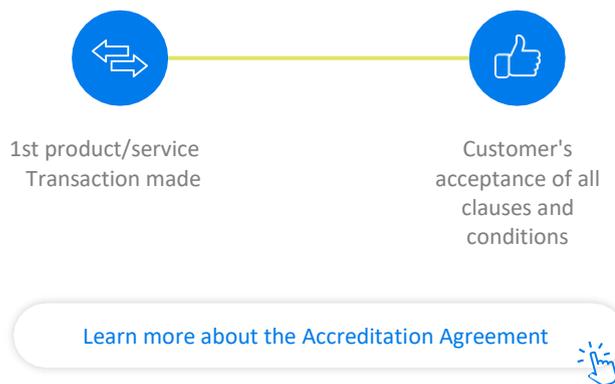
Cielo acts as a capture and transmission service provider for certain financial and payment institutions for the Pix [Payment Arrangement](#). This activity includes collecting, capturing, and transmitting QR Codes generated by financial institutions. As a result, only certain AGREEMENT clauses and conditions (such as, but not limited to, those relating to TERMINALS and the connectivity fee) shall apply to the CUSTOMER. In the activities CIELO performs as a service provider, it will not be responsible for the TRANSACTIONS in the Pix PAYMENT ARRANGEMENT or its financial liquidation, reversal, and cancellation under any circumstances. Should the CUSTOMER have any complaint or claim regarding the TRANSACTIONS or their liquidation, they shall call the financial and payment institutions directly.

2. CUSTOMER ADHESION AND ACCREDITATION

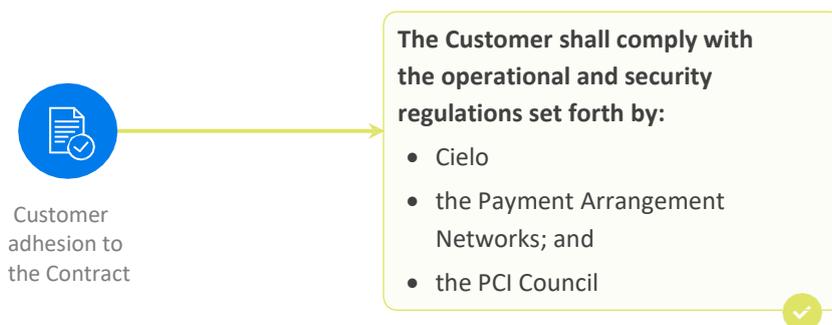
Clause 4. The CUSTOMER accepts the AGREEMENT when one of the following conditions first occurs:



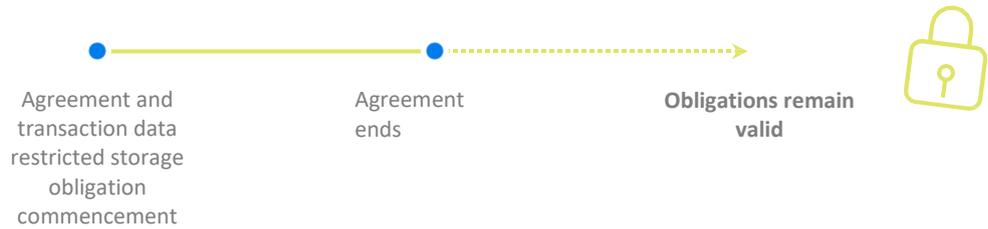
Sole Paragraph. The clauses and conditions related to the products and services available on the website www.cielo.com.br/contrato-de-credenciamento shall apply only to the CUSTOMER who uses them. Adhesion of each product and/or service with the consequent acceptance of all its clauses and conditions shall be carried out when the CUSTOMER makes the first TRANSACTION for the specified product or service. CIELO may also require the CUSTOMER to grant specific acceptance for certain products and/or services.



Clause 5. By accepting this AGREEMENT, the CUSTOMER shall comply with all its rules and provisions and any other operational and safety regulations and conditions to be instituted by CIELO, PAYMENT ARRANGEMENT NETWORKS, the Central Bank of Brazil, and/or the [PCI COUNCIL](#) without restrictions. The CUSTOMER and their contractors who carry out the TRANSACTION or [INDIVIDUAL](#) data routing, processing, or storing shall comply with information security regulations, determinations, and requirements instituted by THE PAYMENT ARRANGEMENT NETWORKS and PCI COUNCIL.



Sole Paragraph. The CUSTOMER shall only store TRANSACTION, CARDHOLDER, and CARD data authorized by the PAYMENT ARRANGEMENT NETWORKS and PCI COUNCIL. This obligation shall remain valid even upon the AGREEMENT termination, regardless of the reason.



CLAUSE 6. The CUSTOMER's participation in the CIELO SYSTEM also implies giving automatic authorization to CIELO to perform the following whenever it deems necessary, including by using third parties they may hire:

Requesting registration, corporate, and representation documents;

Checking your facilities to verify the regularity of the Payment Methods acceptance practices, existing signage, Terminals, and Transactions.

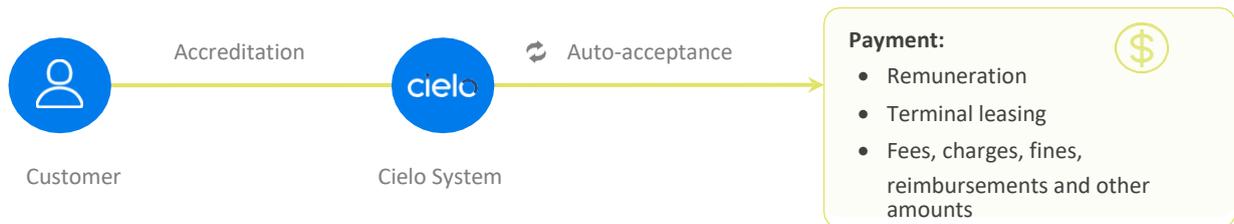


Sole Paragraph. When requested, the CUSTOMER shall perform audits by its own means or allow CIELO, or its appointed third party, to review the CUSTOMER's security procedures. When requested, the CUSTOMER shall present all the necessary documents and evidence to prove that the security obligations are being fulfilled. If more than the submitted documents and evidence are needed, the CUSTOMER shall perform audits themselves or allow CIELO or its appointed third party to conduct audits to review the CUSTOMER's security procedures. The provisions in this clause extend to employees, collaborators, and third parties hired by the CUSTOMER.

Clause 7. Including the CUSTOMER in the CIELO SYSTEM is subject to CIELO's prior acceptance, according to its evaluation criteria. For this purpose, the CUSTOMER shall forward all requested documents for CIELO's analysis, including, but not limited to, information regarding their final beneficiaries to comply with money laundering and terrorist financing regulations established by the Central Bank of Brazil. At any time and depending on the CUSTOMER's segment or area of operation, CIELO reserves the right to require the CUSTOMER to present sufficient guarantee(s) for the CUSTOMER's attributed obligations and/or risks – such as CHARGEBACK and/or risks arising from their activity or link with the CARDHOLDERS – in certain situations and according to the laws in force.

- 1 **First Paragraph.** The CUSTOMER shall be responsible for the registration data informed to CIELO and keeping them updated.
- 2 **Second Paragraph.** For the perfect understanding of this clause’s *caput*, a final beneficiary is any individual who has individual or joint control over the CUSTOMER's operations with a financial result or may benefit from them or directly or indirectly exert considerable influence over them. The representatives, including the attorney-in-fact and the agent who exercises de facto control over the CUSTOMER's activities, are also considered final beneficiaries.
- 3 **Third Paragraph.** Regardless of the CUSTOMER's corporate purpose and operation segments, CIELO is responsible for defining the types of products, TRANSACTIONS, PAYMENT METHOD, and modes for capturing used by the CUSTOMER in CIELO's SYSTEM.

CLAUSE 8. CIELO’s SYSTEM accreditation of the CUSTOMER means that the CUSTOMER automatically and irrevocably accepts to pay the [REMUNERATION](#), the TERMINAL leasing when applicable, and other fees, charges, fines, and other amounts charged by CIELO or THE PAYMENT ARRANGEMENT NETWORKS (or reimburse CIELO when it is charged or fined by THE PAYMENT ARRANGEMENT NETWORKS).



Clause 9. By adhesion to this AGREEMENT, the CUSTOMER allows CIELO to forward messages to the CUSTOMER's mobile phones registered in CIELO’s systems, including but not limited to:

- (i) Text messages (SMS);
- (ii) Messages through *WhatsApp* app; and
- (iii) Any other messaging apps.

Clause 10. It is established that CUSTOMERS acting as sub-accreditors shall fully comply with the PAYMENT ARRANGEMENT NETWORKS' provisions applicable to this activity, as well as the applicable regulations, including but not limited to [BCB's Resolution No. 264/2022](#) issued by the Central Bank of Brazil when it enters into force (“BCB Resolution No. 264/2022”) or other regulations that may replace it. The CUSTOMER shall also authorize CIELO to carry out the necessary activities to control and monitor, thus complying with the obligations described in the laws and regulations in force. CIELO may also require that sub-accreditors sign specific documents to regulate their accreditation with CIELO.

Sole Paragraph. CUSTOMERS who act as sub-accreditors hereby authorize CIELO to have access to the monthly reports prepared by the [ACCOUNTS RECEIVABLE](#) registers, as provided for in [BCB's Resolution No. 264/2022](#) Art. 15, XII and §8.

Clause 11. Under the CUSTOMER's joint responsibility and in compliance with this AGREEMENT, the CUSTOMER may designate branches to participate as CUSTOMERS in the CIELO SYSTEM. In this case, CIELO shall evaluate the designation according to its current criteria and may approve or refuse it. If approved, CIELO may define different commercial conditions for each branch.

Sole Paragraph. CIELO's verification of any document does not give the CUSTOMER a certificate of regularity for any purpose, nor does it exempt them from additional verifications when CIELO deems it necessary.

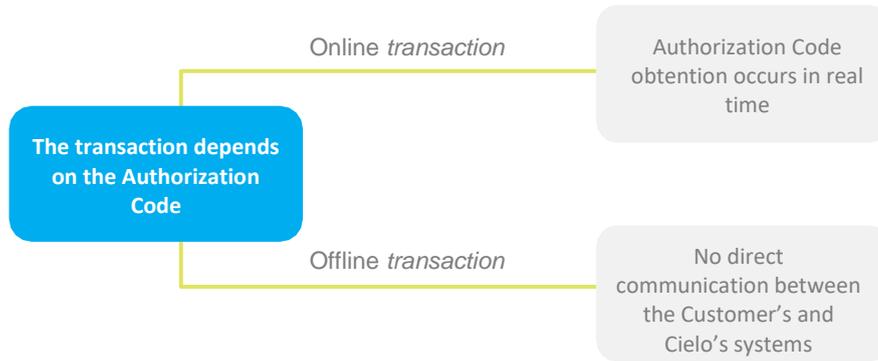
Clause 12. The CUSTOMER shall register a login and password for its sole and exclusive use on CIELO's website, apps, and other channels made available by Cielo. The CUSTOMER is fully responsible for their registered login and password, committing to keep them in absolute confidentiality. The CUSTOMER also acknowledges that their login and password are personal and non-transferable, responding to CIELO and third parties for any damage caused by sharing them. The CUSTOMER shall take full and unrestricted responsibility for the management of accesses made by their authorized users, including creating, releasing, revoking, and granting powers for consulting, contracting of products and/or services, requesting information on CIELO's channels, as well as for all actions carried out by users within those devices and channels.



3. TRANSACTION

Clause 13. The TRANSACTION shall comply with all AGREEMENT's provisions and operational and security requirements and regulations issued at any time by CIELO, PAYMENT ARRANGEMENT NETWORKS, PCI COUNCIL, laws, or regulations.

Clause 14. The TRANSACTION execution shall always depend on obtaining the [AUTHORIZATION CODE](#), issued exclusively by the [ISSUERS](#). According to rules defined by CIELO, the TRANSACTION may be carried out *online*, where capture and AUTHORIZATION CODE obtention occur through direct communication and in real-time, or *offline*, where capture and AUTHORIZATION CODE obtention do not include direct communication between the CLIENT and CIELO's systems.



Sole Paragraph. The CUSTOMER is aware that CIELO is not responsible for authorizing and/or approving any TRANSACTION taking place in the CIELO SYSTEM, considering that this is a prerogative exclusively to ISSUERS – who are responsible for the relationship with the CARDHOLDER, including but not limited to compliance with the rules and legislation applicable for opening accounts, TRANSACTIONS authorization, available balance administration for the account, credit limit granting, in short, everything that is provided for in the ISSUERS agreements and/or risk policy.

⚠ **WARNING**

Cielo **does not** authorize or approve any Transaction

Issuers are responsible for the Transaction authorization and Cardholder relationship

Clause 15. By the rules defined by CIELO, the CUSTOMER may offer currency conversion for the TRANSACTION amount to the CARDHOLDER of a card issued abroad. In this way, the CARDHOLDER may choose to carry out the TRANSACTION in Reais or convert the TRANSACTION amount to the currency of their country of origin. The TRANSACTION payment to the CUSTOMER will always be made in Reais.

Clause 16. At the time of contracting, CUSTOMERS who use recurring payment in exchange for the supply of goods and/or services shall:



Send **notification** to the CARDHOLDERS containing clear information regarding the subscription's essential terms and its cancellation instructions;



Send a notification to the CARDHOLDERS containing clear information about the contract terms and its cancellation instructions **when granting a free or low-cost trial period**; and



Send CARDHOLDERS a new notification **whenever the terms and conditions change**, informing them of the conditions of the new subscription plan and giving them clear instructions about the subscription cancellation.

Sole Paragraph. The CUSTOMER undertakes to store the notifications sent to the CARDHOLDERS. Whenever requested, the CUSTOMER shall make such notifications available to CIELO and/or THE PAYMENT ARRANGEMENT NETWORK. When requested, the CUSTOMER undertakes to perform by its own means or to allow CIELO and/or PAYMENT ARRANGEMENT NETWORK to conduct verifications or audits to confirm compliance with this provision or to appoint a third party.

Clause 17. The CUSTOMER shall only use the debit CARD in the agribusiness function to sell agricultural goods and products used directly in agricultural activity, with the issuance of the respective tax document. The CUSTOMER is solely responsible for the quality, quantity, and origin of the agricultural goods and products. The CUSTOMER authorizes CIELO, or the financial institution appointed by CIELO, to register the data on the Cielo Online tool (COL) on their behalf for the agribusiness TRANSACTIONS capturing and processing operationalization by receiving a written authorization issued by the CARDHOLDER.

Clause 18. The CUSTOMER shall not carry out any practice that implies discrimination against ISSUERS.

Clause 19. The CUSTOMER shall only accept CARDS and PAYMENT METHODS in wholesale sales with CIELO's prior written authorization.

Clause 20. In TRANSACTIONS with magnetic stripe reading with no [PASSWORD](#), the CUSTOMER shall be responsible for collecting the CARDHOLDER's signature on the [SALES RECEIPT](#) – which shall remain with the CUSTOMER – and for checking the signature on the CARD and the CARDHOLDER's personal identification document.

Sole Paragraph. Should the CARDHOLDER present a CARD with [CHIP](#) technology, the CUSTOMER shall read the microcircuit on the TERMINAL instead of the magnetic stripe, except in cases of proximity TRANSACTIONS where the CHIP shall not be read.

Clause 21. The CUSTOMER is not allowed to:

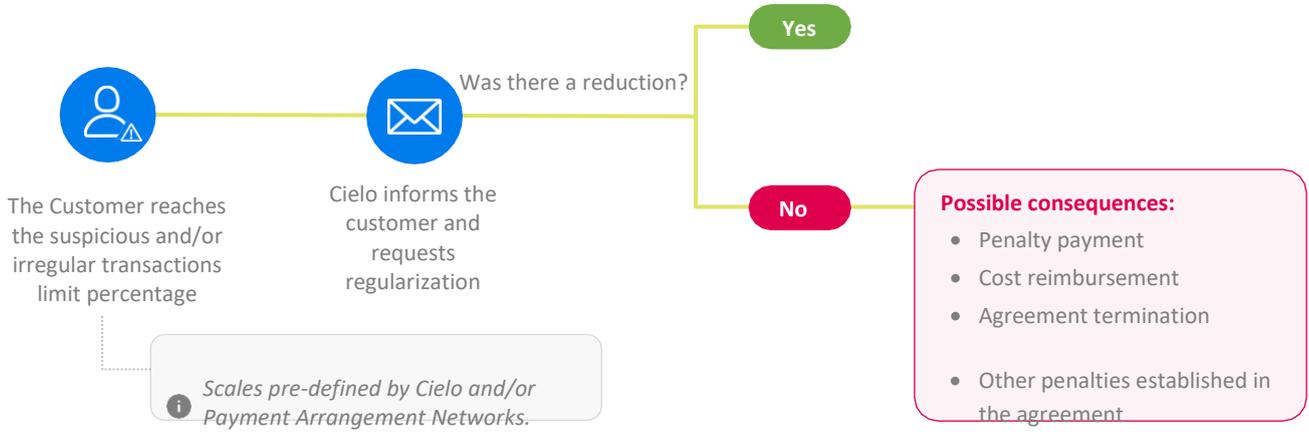
- (i) Accept PAYMENT METHODS owned by a third party other than the CARDHOLDER;
- (ii) Break down the price of a single TRANSACTION into multiple TRANSACTIONS. For example, break down a R\$ 100,00 TRANSACTION into two of R\$ 50,00;
- (iii) Provide or reimburse values to the CARDHOLDER (cash, check, working capital, or credit instrument) in exchange for the issuance of a SALES RECEIPT, unless it is a Debit CARD Withdrawal, Pix Withdrawal, or Pix Change TRANSACTION mode;
- (iv) Carry out TRANSACTIONS to constitute a guarantee or security deposit;
- (v) Insist on carrying out denied TRANSACTIONS;
- (vi) Carry out TRANSACTIONS in segments or branches of activity other than the one(s) included in the CUSTOMER's CIELO registration application (even if these segments are included in its corporate purpose) without CIELO's written authorization, carry out activities that represent an infringement of the laws or regulations in force in the country or that are prohibited by the PAYMENT ARRANGEMENT NETWORKS, nor carry out TRANSACTIONS when their situation is suspended, written off, or inactive before the Federal Revenue Service and/or State Treasury Departments and other competent bodies. In these cases, CIELO may charge the CUSTOMER for any losses suffered, as well as any differences in REMUNERATION;
- (vii) Carry out TRANSACTIONS that are not related to the payment of goods or services, especially with CARDS owned by the CUSTOMER or their partners or representatives;
- (viii) Use CARDS – or allow them to be used – to improperly grant loans, disregarding the ISSUERS' and PAYMENT ARRANGEMENT NETWORKS' rules.



Clause 22. The CUSTOMER acknowledges and accepts that CIELO may, at its sole discretion, request changes to the procedures for carrying out TRANSACTIONS to obtain greater security. CIELO may also determine whether the TERMINALS, equipment, and operating materials used for TRANSACTIONS should have new devices and safety requirements or be replaced.

Clause 23. Under the fraud behavior monitoring and CHARGEBACK rules set by CIELO and/or PAYMENT ARRANGEMENT NETWORKS, if the CUSTOMER reaches a limit TRANSACTION percentage suspected of fraud or irregularity as per the scales predefined by CIELO and/or PAYMENT ARRANGEMENT NETWORKS, CIELO shall notify the CUSTOMER to rectify the situation. If there is no decrease in the rate of suspicious or irregular TRANSACTIONS or CHARGEBACK index, the customer may be subject to fines and/or bear the costs of the CHARGEBACK dispute imposed by the PAYMENT ARRANGEMENT NETWORKS (or reimburse CIELO if it is fined or charged for the CHARGEBACK

dispute by the PAYMENT ARRANGEMENT NETWORKS). Furthermore, their AGREEMENT may be terminated without prejudice to other penalties stipulated in this AGREEMENT. It is herein clarified that CIELO does not provide anti-fraud services, which must be contracted separately by the CUSTOMER.



Clause 24. The CUSTOMER consents to the research methodologies employed by CIELO for the following purposes:



- (i) Detecting and preventing the capture of CARD data; and
- (ii) Identifying and preventing the use of CARDS in connection with illegal practices and for fraud prevention. To this end, the CUSTOMER shall cooperate by providing the requested information and instructing and monitoring its employees regarding fraud prevention.

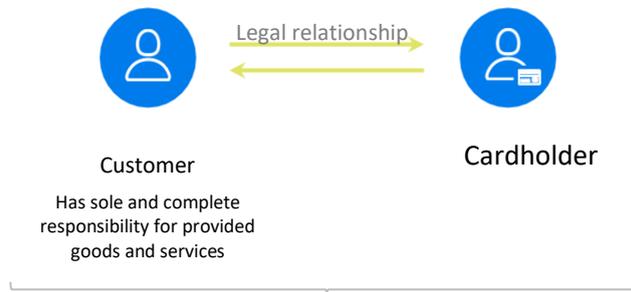
Clause 25. CIELO may require the CUSTOMER to seize the CARD. In this case, the CUSTOMER's employees should act discreetly to avoid unnecessary embarrassment to the CARDHOLDER, and the CUSTOMER shall exempt CIELO from any liability arising from potential excesses. The CUSTOMER shall render the seized CARD useless by cutting it in half lengthwise and delivering it to the place indicated by CIELO.

Clause 26. The CUSTOMER shall keep the original copy of the SALES RECEIPT, invoice, and documentation for 18 (eighteen) months from the TRANSACTION date as proof of sale and delivery of the goods purchased or services provided to the CARDHOLDER.

Sole Paragraph. The SALES RECEIPT must be provided to CIELO within five (5) business days from the date of request. If the CUSTOMER does not present a legible and correct SALES RECEIPT within the period set forth above, they will be subject to the cancellation of the TRANSACTION amount as provided in this AGREEMENT.

Warning!

Clause 27. The CUSTOMER shall resolve any disputes concerning provided goods and services directly with the CARDHOLDER. This includes, but is not limited to, defects, faults, returns, fraud, and delivery issues. The CUSTOMER shall assume complete accountability for the TRANSACTION, thereby exempting CIELO from any responsibility for these goods and services. This exemption applies to the Brazilian Code of Consumer Protection (Código de Proteção e Defesa do Consumidor) and all other applicable laws. Furthermore, the CUSTOMER shall indemnify CIELO for any liability assignment regarding the situations outlined herein. When carrying out the transaction, the CUSTOMER shall not hold CIELO liable for the veracity of the information provided by the CARDHOLDER.



Cielo shall **not be liable** for any goods or services the Customer provides.

Clause 28. The CUSTOMER may request the TRANSACTION cancellation within forty-five (45) days from the TRANSACTION date. In this case, CIELO shall be responsible for:

I
 Approving or rejecting the cancellation request; and

II
 Establishing cancellation means and procedures.

First Paragraph. CIELO shall solely determine the method of cancellation. The cancellation shall be subject to the existence of sufficient amounts in the CUSTOMER'S [FINANCIAL SCHEDULE](#) and/or in the [ACCOUNTS RECEIVABLE](#) to enable the offsetting of the cancellation amount.



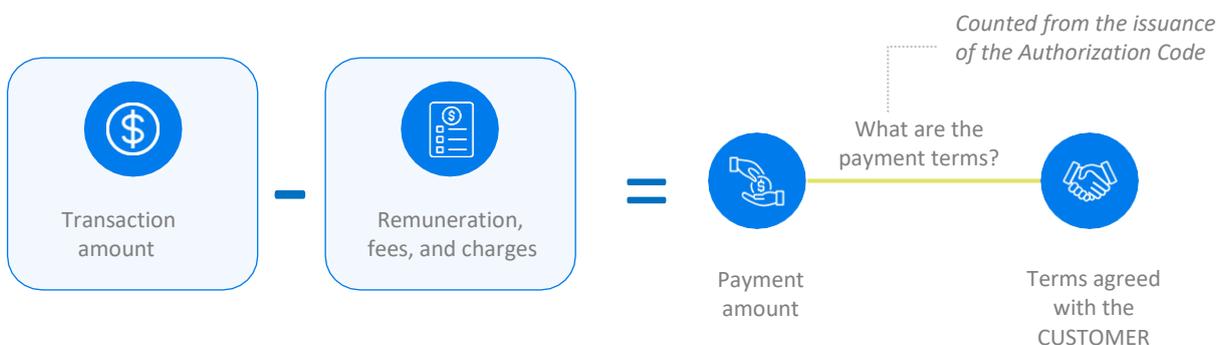
i CIELO may accept cancellations within a more extended period than that established above in accordance with its own criteria and/or the rules established by the PAYMENT ARRANGEMENT NETWORKS.

Second Paragraph. Given that CIELO has no direct relationship with the CARDHOLDER, it is hereby established that once the cancellation has been carried out by CIELO, the regularization with the CARDHOLDER shall be carried out by the ISSUER. The CUSTOMER shall be responsible for any questions arising from the cancellation and for adopting all necessary measures to carry out the cancellation. Examples: bank payment slips cancellations, installment payment slips cancellations, etc.



4. TRANSACTION PAYMENT

Clause 29. The TRANSACTION amount shall be paid to the CUSTOMER within the period agreed by CIELO, observing the conditions established herein and provided that the TRANSACTION has been carried out under this AGREEMENT, after deduction of the REMUNERATION, other applicable fees, and any other amounts due to CIELO. The payment deadline shall be counted from the AUTHORIZATION CODE issuance date for each TRANSACTION provided by the ISSUER.



Sole Paragraph. CIELO shall provide the CUSTOMER with a statement showing the movements of credits and debits. THE CUSTOMER hereby agrees that they may only request CIELO to send them statements for the previous 6 (six) months.

LAST 6 MONTHS

 Statement request

Clause 30. CIELO shall pay the TRANSACTION amount to the CUSTOMER after applicable deductions, liquidating them at the [BANK ACCOUNT](#) indicated by the CUSTOMER on the cash TRANSACTION capture date or for each installment for the installment credit TRANSACTION. Should CIELO pay the CUSTOMER before the due date of the CARDHOLDER's invoice, it automatically subrogates itself to the credit rights against the CARDHOLDER.

1 First Paragraph. CIELO shall carry out the TRANSACTION liquidation following the information made available by the [REGISTRAR](#) about the possession, effective, or fiduciary ownership of the registered ACCOUNTS RECEIVABLE.

2 Second Paragraph. The CUSTOMER hereby releases CIELO from any liability regarding any inconsistencies in the TRANSACTION liquidation arising from incorrect information provided by the REGISTRAR or the CUSTOMER, such as but not limited to the BANK ACCOUNT information, ownership or effective or fiduciary ownership of the ACCOUNTS RECEIVABLES.

Clause 31. Once the payment has been made to the CUSTOMER'S BANK ACCOUNT or a checking or ownership payment account held by the CUSTOMER and known to CIELO (in the event of BANK ACCOUNT irregularity), it will be proof for all purposes that CIELO has been discharged of any financial obligations arising from the TRANSACTION, subject only to cancellation, debiting and/or reversal in the cases provided for herein.

**Warning!**

Clause 32. The CUSTOMER agrees that the TRANSACTION **may be canceled, reversed, or CHARGED BACK** even if it has received an AUTHORIZATION CODE. In these cases, the amount shall not be paid or reversed if already paid. This rule shall apply to the following situations without being limited to them:

- (i) If the dispute over the goods and services supplied – including but not limited to services not rendered, goods not delivered, or cases of defect, vices, or returns – is not resolved between the CUSTOMER and the CARDHOLDER or if the CARDHOLDER does not recognize or disagree with the TRANSACTION;
- (ii) If the TRANSACTION is not confirmed by a valid SALES RECEIPT, invoice, and/or the respective receipt for delivered goods or services to the CARDHOLDER and/or by other documents that CIELO may require depending on the PAYMENT METHOD used and/or the TRANSACTION carried out;
- (iii) If the SALES RECEIPT is illegible, erased, tampered with, or damaged, or if its fields are not correctly filled in;

- (iv) If the SALES RECEIPT is duplicated, falsified, or copied from another receipt;
- (v) If there is a TRANSACTION processing error, including, but not limited to, entering an incorrect CARD number, incorrect amount, processing, or AUTHORIZATION CODE duplicity for the same TRANSACTION, incorrect currency processing, etc.;
- (vi) If an order from a legitimate authority prevents payment and/or determines the CUSTOMER's credits blocking, forfeiture, attachment, collateral enforcement, seizure, custody, or court deposit.
- (vii) If the TRANSACTION was made with a CARD with CHIP technology at the time of sale and the CUSTOMER did not read the CHIP properly in the TERMINAL, except in the case of proximity TRANSACTIONS;
- (viii) If the CUSTOMER carries out a suspected fraud, irregular or fraudulent TRANSACTION, or reaches or exceeds the percentage limit of suspicious, fraudulent, or irregular TRANSACTIONS or CHARGEBACKS according to CIELO's or the PAYMENT ARRANGEMENT INETWORK's pre-defined scales; and
- (ix) If the CARDHOLDER does not authorize the services renewal in the case of a recurrent TRANSACTION, and If the CUSTOMER obtains the TRANSACTION pre-authorization, in the applicable cases, without confirming it later.

1 **First Paragraph.** CIELO clarifies that the *CHARGEBACK* process begins with the CARDHOLDER activating the CARD ISSUE, following the rules and procedures established by THE PAYMENT ARRANGEMENT NETWORKS. Thus, in the cases provided for in items (i) to (iv) above, the CUSTOMER may submit documents proving the TRANSACTION's legitimacy for CIELO to dispute the *CHARGEBACK*/cancellation under the rules established by the PAYMENT ARRANGEMENT NETWORKS. The dispute may generate charges from the PAYMENT ARRANGEMENT NETWORKS, which will be passed on to the CUSTOMER. The dispute process does not guarantee the reversal of the *CHARGEBACK*/cancellation.

2 **Second Paragraph.** The CUSTOMER also agrees that CIELO may withhold the TRANSACTION amounts in the event of:

- (i) The CUSTOMER's illiquidity, insolvency, out-of-court and in-court reorganization, pre-bankruptcy status, or similar procedures;
- (ii) The closure of their activities; or
- (iii) Any other situation that may jeopardize the CUSTOMER's ability to fulfill its contractual obligations under this AGREEMENT and/or that may increase the risk of *CHARGEBACK*.

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Third Paragraph. In case of suspicion of fraud or any other illicit activity, CIELO may suspend the payment of TRANSACTIONS and/or ACCOUNTS RECEIVABLE (even if assigned) for a period of up to one hundred and eighty (180) days to verify which TRANSACTIONS have been subject to reversal, debit, cancellation and/or *CHARGEBACK* or even check if the TRANSACTIONS are related to unlawful practices. After the above deadline, the CUSTOMER shall contact CIELO to request payment for any existing balance.

Clause 33. In the event of cancellation, reversal, *CHARGEBACK*, or any return of amounts owed to CIELO for any reason, the CUSTOMER shall reimburse the referred amount inflation-adjusted, using at least the variation of the IGP-M/FGV index from the date of payment or from when it became due, plus interest of one percent (1%) per month or pro rata fraction on incurred operating charges, and losses and damages plus a five percent (5%) fine.

Sole Paragraph. Whenever possible, the reimbursement shall be made by discounting the amounts available from the FINANCIAL SCHEDULE and/or the ACCOUNTS RECEIVABLE according to market regulations applicable to ACCOUNTS RECEIVABLES and ACCOUNTS RECEIVABLE register or by debit in the CUSTOMER'S BANK ACCOUNT, procedures which the CUSTOMER hereby authorizes for all legal purposes. The CUSTOMER shall have a sufficient balance in the FINANCIAL SCHEDULE and/or in the BANK ACCOUNT to support the reimbursement of amounts owed to CIELO. In the event of insufficient balance in the FINANCIAL SCHEDULE or insufficient funds in the BANK ACCOUNT, CIELO may offset the balance against any amounts owed to the CUSTOMER by CIELO, including amounts related to any RECEIVABLES negotiation, as well as use all collection means accepted by the Brazilian law. CIELO may even ask to include the CUSTOMER's name in credit protection agencies. Moreover, the CUSTOMER must reimburse CIELO for all costs and expenses arising from collection and/or offsetting against any amounts owed by CIELO to the CUSTOMER to support the reimbursement of amounts owed to CIELO.

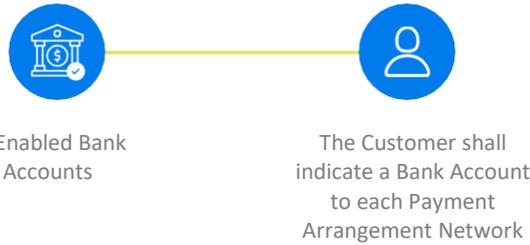


Common Lapse of Rights

Clause 34. The CUSTOMER has twelve (12) months from the TRANSACTION's payment date to inform any difference in the credit or debit amounts for the payment made. The CUSTOMER will also have the same period, starting from the date on which payment should have been made in accordance with the AGREEMENT, to request explanations about payments not made based on its sales reconciliation process, indicating which TRANSACTIONS have not been paid. The above period considers the systemic and operational complexities inherent to the electronic payment ecosystem structure.

5. BANK ACCOUNT, RECEIVABLES NEGOTIATION AND REGISTRATION

Clause 35. The CUSTOMER shall indicate the BANK ACCOUNT to each PAYMENT ARRANGEMENT NETWORK, choosing among the financial and/or payment institutions qualified to hold BANK ACCOUNTS at that time. If, for any reason, the BANK ACCOUNT is prevented from receiving payments for the TRANSACTIONS, the CUSTOMER shall seek to regularize the BANK ACCOUNT or indicate another valid BANK ACCOUNT. In these cases of invalid BANK ACCOUNTS, regardless of the reasons, the payment to be made by CIELO will not be made, and CIELO shall not be subject to any burden, penalty, or charge.



1

First Paragraph. With their adhesion to this AGREEMENT, the CUSTOMER irrevocably authorizes the financial and/or payment institution to make credit, debit, *CHARGEBACK*, reversal of amounts, and other entries provided for in this AGREEMENT, in addition to other amounts owed to CIELO arising from other instruments entered into with CIELO, by order of CIELO, regardless of prior consultation with the CUSTOMER or any other legal or documentary act or formality.

2

Second Paragraph. In addition to the entries in the BANK ACCOUNT provided for in the first paragraph, the CUSTOMER agrees that CIELO may make debits in the CUSTOMER'S FINANCIAL SCHEDULE, ACCOUNTS RECEIVABLE, and/or BANK ACCOUNT at any time and. In addition, CIELO may make any other charges permitted by law relating to:



- (i) Fees,
- (ii) Tariffs,
- (iii) Services,
- (iv) Fines,
- (v) Penalties,
- (vi) Damages
- (vii) Other charges, including those provided for in the PAYMENT ARRANGEMENT NETWORKS policies and regulations.

3

Third Paragraph. Authorization to carry out debits in the BANK ACCOUNT is granted under the terms and for [CMN Resolution No. 4,790/2020](#) and BCB Resolution No. 51/2020, in force for an indefinite period, and it may be revoked at any time by the CUSTOMER through the service channels made available by CIELO for this purpose.

- 4 **Fourth Paragraph.** In the event of this AGREEMENT termination for any reason, the CUSTOMER undertakes to keep their BANK ACCOUNT active until all TRANSACTIONS have been liquidated and/or all debits have been made or cleared.

Clause 36. The CUSTOMER may request a BANK ACCOUNT change, subject to the conditions and procedures established by CIELO and periodically published and updated on its website and other communication means for CUSTOMERS. TRANSACTIONS captured and already selected for liquidation prior to the BANK ACCOUNT change in CIELO SYSTEM shall be settled in the BANK ACCOUNT in force before the requested change, which must be kept active by the CUSTOMER until the liquidation.

- 1 **First Paragraph.** The BANK ACCOUNT change mentioned in this clause's caput can only occur if the financial and/or payment institutions are qualified to operate the CUSTOMER's BANK ACCOUNT at the time of the requested change.
- 2 **Second Paragraph.** Should the CUSTOMER terminate or have this AGREEMENT terminated for any reason and request a new accreditation to the CIELO SYSTEM in less than one (1) year from the end date, the BANK ACCOUNT designation will be treated as a change of BANK ACCOUNT and not as a new accreditation.

 **Clause 37.** CUSTOMER's RECEIVABLES arising from TRANSACTIONS made through CIELO and/or other accreditors may be subject to negotiation with CIELO and/or third parties. RECEIVABLES are also subject to registration according to the regulations issued by the Central Bank of Brazil. The regulations and conditions applicable to the RECEIVABLES negotiation and registration are provided at <https://www.cielo.com.br/contrato-de-credenciamento>.

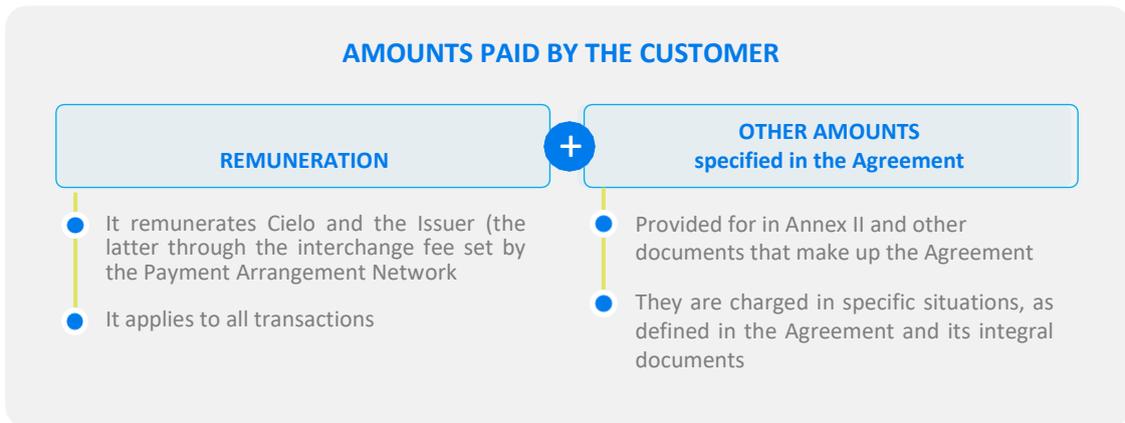
First Paragraph. In the event of RECEIVABLES negotiation or if RECEIVABLES already made are affected by the change of the person who receives them, such as pledges, encumbrances, and credit assignments, CIELO shall carry out the TRANSACTION payment at the BANK ACCOUNT indicated at the registrar system (and not at the BANK ACCOUNT contained in the CIELO's accreditation).

Second Paragraph. Whether liquidated or not, traded and/or assigned RECEIVABLES are subject to this AGREEMENT. Thus, financiers who have received these RECEIVABLES as collateral and/or RECEIVABLES assignees are responsible for the faithful fulfillment of the AGREEMENT, including regarding the acceptance of debts, reversals, and/or CHARGEBACKS affecting the RECEIVABLES. It is up to the CUSTOMER to inform financiers and/or assignees about the terms of this clause.



 **6. REMUNERATION AND CHARGES**

Clause 38. As a result of the services described in this AGREEMENT, the CUSTOMER shall pay a REMUNERATION, of which one part corresponds to the remuneration of services provided by the ISSUER of the respective CARD or PAYMENT METHOD and the other part corresponds to the remuneration of the service provided by CIELO. The CUSTOMER's use of certain products and/or services offered by CIELO may generate specific charges. In this case, CIELO shall inform the CUSTOMER at the time of contracting.



1 First Paragraph. Upon receipt of the TRANSACTION amount owed by the CARDHOLDER, the ISSUER may deduct and retain its applicable part of the corresponding REMUNERATION before paying the TRANSACTION to CIELO.

2 Second Paragraph. CIELO may charge the corresponding REMUNERATION for processing the TRANSACTION's debit, reversal, and/or cancellation.

3 Third Paragraph. The REMUNERATION amount will be automatically deducted from the TRANSACTION's gross amount and may vary depending on the TRANSACTION type, PAYMENT ARRANGEMENT NETWORK, TERMINAL type, PAYMENT METHOD, CUSTOMER's segment of activity, TRANSACTION volume estimate informed by the CUSTOMER in its accreditation process and/or in subsequent negotiations, capture method, and/or the liquidation term.

4  Fourth Paragraph. At any time during this instrument's term, CIELO may replace the REMUNERATION applicable to the CUSTOMER, herein defined in percentage, by a minimum amount charge (fixed amount). The minimum amount collection will apply only to TRANSACTIONS whose defined percentage REMUNERATION is insufficient to offset all the minimum costs for carrying out a TRANSACTION.

- 5 **Fifth Paragraph.** When applicable, Cielo shall annually forward the income tax withholding statement (DIRF – Declaração do Imposto sobre a Renda Retido na Fonte, in Brazil) to the CUSTOMER, containing the income tax withholdings on the REMUNERATION described in the caput, if applicable.
- 6 **Sixth Paragraph.** In the event of the creation or increase of interchange fees owed to the ISSUERS and/or of tariffs, *fees*, or charges of any nature owed to the PAYMENT ARRANGEMENT NETWORKS or the CUSTOMER's business/branch category reclassification (MCC - Merchant Category Code) by the PAYMENT ARRANGEMENT NETWORKS, as well as changes required by laws and/or regulations applicable to any of the TRANSACTIONS, the CUSTOMER agrees that CIELO shall automatically change the REMUNERATION to reflect such increases and/or changes and also cover any losses suffered by CIELO due to the CUSTOMER's fault. CIELO shall inform the CUSTOMER about these occurrences through its communication channels.
- 7 **Seventh Paragraph.** In the event of market or economic changes and/or other events that are beyond CIELO's control and that impact the composition of the REMUNERATION, CIELO may adjust the REMUNERATION by giving prior notice to CUSTOMERS through the communication channels defined by CIELO.

Clause 39. The CUSTOMER shall pay the fees set out in [Annex II](#), according to the table in force at the time of the respective event and as may be required by CIELO. In addition to the fees provided in [Annex II](#), CIELO may charge other amounts for certain products and/or services, which shall be informed at the appropriate time.

EXTRA PAYMENTS

- Products and/or services used;
- Charges and fees provided for in [Annex II](#).

Clause 40. The amounts owed to CIELO by the CUSTOMER for products and/or services shall be adjusted considering the shortest period allowed by law, ensuring that the adjustments correspond at least to the variation of the IGP-M/FGV index. Any overdue payment as specified above, or any amount owed to CIELO under this AGREEMENT shall be adjusted as follows:



7. CONFIDENTIALITY

Clause 41. Under penalty of compensating for losses and damages, each of the Parties shall maintain absolute secrecy and confidentiality about all information, data, or specifications to which it has access or may become aware regarding the TRANSACTIONS, CARDHOLDERS, CARD and PAYMENT METHOD data, as well as the commercial terms of this AGREEMENT, without prejudice

to disclosure obligations or reports required by law or court order. The information mentioned above shall only be used for the purposes determined by this AGREEMENT.

Sole Paragraph. Unless otherwise provided for in this AGREEMENT or by law, each of the Parties shall keep, preserve, and store all information, equipment, and materials received or to which they have access from the other party as a result of this AGREEMENT in a safe place and with access only to authorized persons, who shall also keep them confidential under the terms set forth herein.

Clause 42. Without the following situations constituting a breach of the confidentiality obligations established in this AGREEMENT, the CUSTOMER agrees that:

I

CIELO shall provide all the information about the CUSTOMER, the TRANSACTIONS, and the operations carried out by the CUSTOMER under this AGREEMENT when requested by competent authorities, such as the Central Bank of Brazil, Federal Revenue Service, State Treasury Departments, Municipal Revenue Departments, the Financial Activities Control Board (COAF - Conselho de Controle de Atividades Financeiras), Judiciary bodies, Federal Police, etc.

II

CIELO shall provide information about the CUSTOMER'S BANK ACCOUNT to financial institutions and/or payment institutions and to entities intended to register RECEIVABLES and/or control guarantees involving RECEIVABLES;

III

Without any encumbrance, **CIELO shall include its designated name, address, and branch information** in the CUSTOMER's marketing actions, catalogs, and other promotional materials about the CIELO SYSTEM:

IV

CIELO shall send the CUSTOMER's information to the PAYMENT ARRANGEMENT NETWORKS so that they can carry out marketing actions, dissemination, and development of products offered by them;

V

CIELO shall keep a file with its commercial and transactional registration data and information, being allowed to use and share them with its controlling shareholders, subsidiaries, affiliates, companies under common control, PAYMENT ARRANGEMENT NETWORKS, and subcontractors/assignees, provided the latter two need the information to comply with this AGREEMENT;

VI

Within the scope of RECEIVABLES acquisition operations requested by the CUSTOMER, **CIELO shall provide all information requested by the RECEIVABLES** assignees or acquirers relating to the CUSTOMER, the TRANSACTIONS and operations executed by the CUSTOMER under this AGREEMENT; and

VII

CIELO shall comply with the municipal, state, and federal laws and regulations in force and applicable to sending information and reports about the CUSTOMER's TRANSACTIONS and operations.

8. AGREEMENT DURATION AND TERMINATION

Clause 43. This AGREEMENT shall become effective on January 15, 2024, and shall continue in effect indefinitely.

1 **First Paragraph.** This CONTRACT may be terminated by either Party at any time, in whole or in part, and without any penalty for a respective CUSTOMER and a given type of TRANSACTION, product, PAYMENT METHOD, or CARD upon giving at least 30 (thirty) days prior written notice to the other Party. Under the terms and conditions hereof, the Parties are liable for the TRANSACTIONS already carried out and for the obligations of a permanent nature that are pending or whose terms extend beyond the end of this AGREEMENT’s duration.

TERMINATION FOR CONVENIENCE BY EITHER PARTY

Prior notice of at least thirty (30) days

2 **Second Paragraph.** In the event of termination, CIELO shall make all payments owed to the CUSTOMER within the agreed period to the CUSTOMER’s BANK ACCOUNT, thereby fully discharging its obligations under this AGREEMENT, and the CUSTOMER shall immediately pay or reimburse CIELO any amounts owed to them under this AGREEMENT without prejudice to applicable losses and damages.

Clause 44. The CUSTOMER's adhesion to this AGREEMENT may be terminated at CIELO's discretion, regardless of notification, judicial or extrajudicial notice, in the event of:

- | | |
|--|--|
| <div style="background-color: #D9E1F2; border-radius: 15px; padding: 15px; margin: 10px auto; width: 80%;"> <p>I</p> <p>The CUSTOMER's bankruptcy, out-of-court or in-court restructuring, insolvency (decreed or required);</p> </div> | <div style="background-color: #D9E1F2; border-radius: 15px; padding: 15px; margin: 10px auto; width: 80%;"> <p>II</p> <p>Intervention, liquidation, special administration regime (SAR) (RAET in Brazil – Regime de Administração Especial Temporária) or similar procedures against the CUSTOMER.</p> </div> |
|--|--|

Clause 45. Without prejudice to compensation for any losses or damages that may have been incurred, the Parties' failure to comply with any of the clauses or obligations set out in this AGREEMENT or in any of the documents that constitute it shall be grounds for termination as of right, as well as in the following cases:

- | | |
|---|--|
| <p>(i) If the CUSTOMER assigns to third parties the rights and/or obligations, even if partially, arising from this AGREEMENT without CIELO's authorization;</p> | <p>(ii) If the CUSTOMER stays without a BANK ACCOUNT to receive their RECEIVABLES for any period or reason;</p> |
|---|--|

- (iii) If the CUSTOMER carries out TRANSACTIONS considered illegitimate, fraudulent, or in breach of the AGREEMENT or intends to circumvent or breach the AGREEMENT, any of CIELO's or the PAYMENT ARRANGEMENT NETWORKS' operational or security rules or requirements, or any law or regulation;
- (iv) If any written or verbal information or registration data given by the CUSTOMER and their legal representation should not be truthful or updated by the CUSTOMER within a maximum of thirty (30) days in case of changes. CIELO may enrich the CUSTOMER's registration data without exempting the CUSTOMER from the above obligation;
- (v) Failure to maintain the CNPJ (the organization's national registry number in Brazil) active status in the Federal Revenue Service and not regularize it within thirty (30) days in case of irregularities;
- (vi) If CIELO suspects a potential deterioration of the CUSTOMER's financial and/or assets situation or an increased risk for non-compliance of the CUSTOMER's obligation towards the CARDHOLDERS, generating a consequent increase in the possibility of CHARGEBACK;
- (vii) By order of the PAYMENT ARRANGEMENT NETWORK or the Central Bank of Brazil in this regard;
- (viii) If the CUSTOMER does not agree to comply with the rules of the PAYMENT ARRANGEMENT NETWORKS;
- (ix) By third-party order when CIELO provides the services that are the object of this AGREEMENT through third-party platforms, systems, applications, and/or infrastructure.

Sole Paragraph. In the cases provided for in this clause, the innocent party is not obliged to comply with the 30-day time limit. The innocent party may effect the termination when it becomes aware of any of the above events.



9. FINAL PROVISIONS

Commitment to Accessibility



Clause 46. The CUSTOMER undertakes to comply with all CIELO's guidelines to provide full accessibility to the TERMINALS and technologies used within the CIELO SYSTEM, including but not limited to the use of self-adhesive films, which must remain affixed on the *touchscreen* terminals throughout the AGREEMENT, regardless of the TERMINAL model or if the CUSTOMER has leased, loaned, or purchased the TERMINAL.

Clause 47. The benefits granted to the CUSTOMER's employees, agents, and/or collaborators related to awards and/or campaigns to encourage PAYMENT METHODS usage do not imply liability and/or charge to CIELO in any capacity, including labor, social security, or tax responsibilities. The CUSTOMER shall be responsible for any charges and reimburse CIELO for any costs or charges imposed on CIELO by third parties due to payments, incentives, and bonuses granted to the CUSTOMER's employees, agents, and/or collaborators.

Sole Paragraph. When promotional actions are carried out with CARDHOLDERS, consumers, employees, or any third parties, the CUSTOMER shall be solely responsible for the proper fulfillment of the promotional mechanics and shall also be exclusively liable for any claims, demands, legal or administrative actions related to said promotional activities. Moreover, the CUSTOMER shall reimburse CIELO if it incurs any expense for said promotional activities.

Clause 48. The CUSTOMER expressly agrees that interactions with CIELO shall take place by electronic means or telephone, including, but not limited to, the CUSTOMER's accreditation to the CIELO SYSTEM, product and service offerings and ordering, doubt clarifications, complaints, and/or improvement suggestions. Such interactions can be carried out through messaging applications (chat, SMS, etc.), access to the CUSTOMER's exclusive area on Cielo's website ("Access my account"), or by calling any of the service channels ("Customer Service Center") made available to the CUSTOMER by CIELO, using passwords or an identity verification process to ensure correct identification and security. As a result of this scenario, the CUSTOMER recognizes the validity of the communications with CIELO by any of these means, as well as the evidentiary character of the entered agreements, files, spreadsheets, statements, and system screens, among other documents that carry such evidentiary attributes before any court or appeal court.

Clause 49. The CUSTOMER acknowledges that CIELO provides free service channels to adequately and timely remedy their complaints, doubts, and/or improvement suggestions in its products and services ("Disputes"), namely:

**(i) Customer
Service Center**

Service channel (phone, chat, email, etc.) made available by CIELO for customer service regarding requests for operational material, signage, information about the services related to this AGREEMENT, execution of RECEIVABLES acquisition operation, among others, through the following phone numbers:

4002 5472 (for all locations); or

0800 570 8472 (except capitals and mobile phone calls).

(ii) Technical Support

Specific CUSTOMER service channel to ask for the TERMINAL technical support team, available every day of the week, twenty-four (24) hours a day at the following telephone numbers:

4002 9111 (for all locations); or

0800 570 0111 (except capitals and mobile phone calls).

(iii) Ombudsman

Cielo's Ombudsman is available to the CUSTOMER to deal with unresolved complaints in the primary service channels through free calls to the number:

0800 570 2288, Monday to Friday, **from 08:00 a.m. to 5:30 p.m.**

(except on holidays based on São Paulo city's calendar), and the internet through CIELO's website (www.cielo.com.br). When contacting Cielo's Ombudsman, the Customer must have the protocol number provided by the Customer Service Center.



- 1 **First Paragraph.** The availability of such service channels with duly trained personnel to assist CUSTOMERS demonstrates CIELO's legitimate interest in timely resolving CUSTOMERS' Disputes, serving as the first tier for an amicable resolution. Based on this, the CUSTOMER agrees preferably to submit their complaints to these channels before adopting any other measure, whether judicial or administrative.
- 2 **Second Paragraph.** Supposing the solution desired by the CUSTOMER is unsuccessful, the CUSTOMER shall be entitled to initiate a claim, whether judicial or administrative, and the service ticket provided by the Customer Service Center shall be closed without constituting an aggravation or liability to CIELO regarding the Dispute's subject matter.

Clause 50. The CUSTOMER agrees that CIELO may interrupt the services object of this AGREEMENT for technical reasons and/or due to TERMINAL maintenance or replacement. CIELO does not guarantee that its services are error-free and is not responsible for the effects arising from any interruption.

Clause 51. CIELO is not liable for delays or interruptions of the services object of this AGREEMENT due to limitations imposed by Public Authorities or due to failures on the part of the telecommunications service operators, PAYMENT ARRANGEMENT ISSUERS or NETWORKS, or for any other cause unrelated to CIELO.

Clause 52. Without prejudice to the other provisions and conditions in the AGREEMENT, CIELO shall not be liable for breach and/or non-compliance with any laws or regulations applicable to the CUSTOMER's operations or activities. If CIELO bears any loss and/or damage due to the CUSTOMER's fault or

intent, the CUSTOMER shall reimburse CIELO for such amounts, including but not limited to expenses related to administrative and/or judicial costs, fees, and attorney's fees.

Clause 53. The CUSTOMER shall use the CIELO's and/or the PAYMENT ARRANGEMENT NETWORKS' name and brands solely and exclusively to promote the PAYMENT METHOD for which they have been accredited, respecting CIELO's and the PAYMENT ARRANGEMENT NETWORKS' brand characteristics, intellectual property rights, and operating regulations about the matter.

Clause 54. Any displayed or conveyed wording, advertisement, promotion, brand, logo, and other information in the CUSTOMER's physical or virtual store is the CUSTOMER's sole responsibility. Thus, the CUSTOMER exempts CIELO from all liability for such information, legitimacy, and legality. In addition, the CUSTOMER shall reimburse CIELO for any losses and damages it may incur due to the provisions herein.

Clause 55. The PARTIES agree:

- (i) To comply with and enforce all the provisions of the current environmental legislation, being liable to the other party, Environmental Agencies, and Society for any damages or harm it may cause to the environment, as well as to carry out its services in compliance with the legal, normative, administrative and related acts issued by the Federal, State and Municipal authorities, including but not limited to the compliance with [Federal Law No. 6.938/81](#) (National Environmental Policy), [Law No. 9.605/98](#) (Environmental Crime Law), and [Law No. 12.305/10](#) (National Solid Waste Policy). The PARTIES shall make efforts to motivate and commit their respective product and service collaborators to join forces to protect and preserve the environment, as well as to prevent harmful practices. The environmental management systems certification is seen as good management practice, and its implementation is recommended;
- (ii) Not to employ workers under the age of sixteen, except as an apprentice from the age of fourteen, as provided in [Law No. 10.097](#) from 12/19/2000 and the Consolidation of Labor Laws and other laws governing the matter.
- (iii) Not to employ teenagers up to the age of eighteen (18) in places that are harmful to their education and physical, mental, moral, and social development, as well as in dangerous or unhealthy places and jobs, nor at times that do not allow them to attend a school or at night, following specific legislation;
- (iv) Not to adopt labor practices that are similar to slave labor or illegal child and teenager labor in the performance of this AGREEMENT;



- (v) To timely and correctly pay its obligations to its employees;
- (vi) To promote the practice against racism, gender discrimination, ableism, and LGBT discrimination by developing an organizational culture aimed at valuing diversity and inclusion in the workplace and promoting equity;
- (vii) To prevent moral and sexual harassment;
- (viii) To respect free trade union association and the right to collective bargaining;
- (ix) To fight against children and teenagers' sexual exploitation in their operations and supply chain;
- (x) To seek out local suppliers;
- (xi) To seek out small and medium suppliers;
- (xii) To pay their obligations to the Federal Revenue Service, social security service, and other tax obligations promptly and correctly.
- (xiii) To seek out active participation in the local/national development agenda;
- (xiv) To seek out the appreciation, training, and employment of people with disabilities;
- (xv) To comply with the employee's health and safety conditions provided by law; and
- (xvi) To comply with the [provisions of Law No. 9.613 of 03/03/1998 \(Money Laundering Crimes Law\)](#) and the laws and regulations applicable to the matter.

Clause 56. The CUSTOMER hereby accepts CIELO's Code of Ethics, available on CIELO's website: www.cielo.com.br.

Clause 57. The CUSTOMER hereby declares that they agree, understand, and comply with the provisions in [Law No. 12.846/2013](#) ("Anti-Corruption Law"), [Decree No. 11.129/2022](#) ("Anti-Corruption Decree"), [Law No. 8.666/1993](#) ("Tender Law"), [Law No. 14.133/2021](#) ("New Tender Law"), hereinafter collectively referred to as the "ANTI-CORRUPTION REGULATIONS." The CUSTOMER further agrees that they do not and shall not engage in any activity that violates applicable legal provisions. Furthermore, the CUSTOMER agrees, together with their managers, partners or controlling shareholders, employees, and representatives not to engage in and to refrain from engaging in any violation of the ANTI-CORRUPTION REGULATIONS during the entire term of this Agreement, be it by action or omission.

1

First Paragraph. In the execution of this AGREEMENT, neither the CUSTOMER nor any of its administrators, partners, or controlling shareholders, employees, and representatives, nor any third parties – directly or indirectly used or subcontracted by the CUSTOMER – shall adopt, encourage, and/or allow any conduct that constitutes or results in harmful acts against the Public Administration – national or foreign – and private companies. These include promising, offering, giving, delivering, or directly or indirectly paying any undue advantage, payment, gift, or courtesy to influence the impartiality of any authority, public agent,

partner, executive, administrator, private company employee or representative, or third person related to them in any act or decision to obtain any undue advantage or direct business for themselves or another person or violating the ANTI-CORRUPTION REGULATIONS.

2

Second Paragraph. Should the CUSTOMER violate any ANTI-CORRUPTION REGULATION and/or this clause in any of its aspects, this failure to comply shall give rise to the immediate motivated termination of this instrument, regardless of any notification and without prejudice to the application of the penalties provided for in this AGREEMENT and the determination of any losses and damages suffered by CIELO.

Clause 58. The Parties shall comply with all applicable legislation about [PERSONAL DATA](#) information security, privacy, and protection, including the Federal Constitution, Consumer Protection Code, Civil Code, Brazilian Civil Rights Framework for the Internet ([Marco Civil da Internet – Federal Law No. 12.965/2014](#)) and its regulatory decree ([Decree No. 8.771/2016](#)), General Law for the Protection of Personal Data ([Federal Law No. 13.709/2018](#)), and other industry or general regulations on the subject. Each Party shall also ensure the compliance of the other Party by not placing the other Party in situations of such regulations' violation during the performance of this AGREEMENT to the best of their ability. The Parties shall also comply with Cielo's General Conditions for Personal Data Processing at www.cielo.com.br/contrato-de-credenciamento.

[Learn more about the Accreditation Agreement](#)



Clause 59. Any forbearance by one Party regarding the fulfillment of contractual obligations by the other Party shall not constitute a novation, waiver, or agreement modification, and the aggrieved Party may demand the fulfillment of the obligations provided for herein at any time.

Clause 60. This AGREEMENT does not establish any corporate, labor, or social security relationship, nor the existence of joint and several, or subsidiary liability between CIELO, PAYMENT ARRANGEMENT NETWORKS, ISSUERS, and the CUSTOMER.



Clause 61. CIELO may introduce changes, amendments, annexes, documents, and contents that make up this AGREEMENT or create a new agreement by:



(i) Registering these in the Registry of Deeds and Documents; and



(ii) Communicating to the CUSTOMER and/or disclosing messages in the statements sent to them or disclosing on the *website* www.cielo.com.br and/or other *websites* indicated by CIELO.

Clause 62. As of January 15, 2024, this AGREEMENT’s terms and conditions revoke and fully replace all previous contracts, amendments, agreements, and documents on this AGREEMENT’s subject matter, particularly the following documents registered under the numbers: 2849573, 3262717; 3552056; 3690568; 3943478; 4089750; 4278273; 4846723; 4854215; 4913280; 4925694; 4962334; 4991832; 5063823; 5065731; 5082254; 5113039; 512853; 5192853; 5229315; 5263618; 5298069; 53026763; 5312285; 5320268; 5324990; 5377274 and 5113039/10, all registered at the 4th Registry of Deeds and Documents of São Paulo District. The revocation and replacement of the aforementioned contractual instruments do not imply any Party discharge or release from fulfilling their outstanding obligations related to such documents.

Clause 63. All the terms and conditions of this AGREEMENT shall extend to and be binding upon the CUSTOMER's and CIELO's successors and authorized assignees, including ACCOUNTS RECEIVABLE assignees, whether these ACCOUNTS RECEIVABLE are settled or not. If any of the provisions, clauses, or conditions in this AGREEMENT become ineffective or unenforceable, the validity and enforceability of the others will not be affected.

Clause 64. The Brazilian laws and regulations shall govern this Agreement. The São Paulo city jurisdiction is elected as the court for this AGREEMENT.



CIELO S.A. – PAYMENT INSTITUTION



 Name:
 Position
 :



 Name:
 Position:

WITNESSES



 Name:
 CPF:



 Name:
 CPF:

FINANCIAL SCHEDULE – Control system that reflects the CUSTOMER's credit and debit movement for TRANSACTIONS carried out in a period and products and/or services eventually contracted.

PAYMENT ARRANGEMENT – Set of regulations and procedures governing providing a given payment service to the public.

CARD – Payment instrument presented in the form of a plastic or virtual card with credit and/or debit functions, among others, issued by the ISSUER and with its own number, security code, CARDHOLDER name, expiry date, and the PAYMENT ARRANGEMENT NETWORK's logo, brands, or names allowed in the CIELO SYSTEM.

CHARGEBACK – A dispute originated by the ISSUER or the CARDHOLDER about a TRANSACTION made by the CUSTOMER. This may or may not result in the payment being made or in the reversal of the credit made by CIELO to the CUSTOMER.

CHIP – A microcircuit inserted in the CARD to store the CARDHOLDER'S confidential data, read through a TERMINAL, and subject to the CARDHOLDER entering a PASSWORD.

CUSTOMER – Individual or legal entity that joined the CIELO SYSTEM by adhesion to the AGREEMENT to sell goods and/or provide services to the CARDHOLDER by accepting the PAYMENT METHOD in CIELO's SYSTEM.

AUTHORIZATION CODE – Set of characters provided by the ISSUER that identifies, only on the date and time of its issuance:

- (i) That the PAYMENT METHOD verified was not blocked or canceled; and
 - (ii) That the CARDHOLDER's available credit limit supported the TRANSACTION at that time.
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SALES RECEIPT– CIELO SYSTEM standardized form to be printed by the CUSTOMER as proof of a TRANSACTION completion.

PERSONAL DATA – Any information related to an identified or identifiable individual to which one of the Parties has access or may become aware as a result of the services provided for in the AGREEMENT.

BANK ACCOUNT – Bank, branch, and checking, savings, or payment account owned by the registered CUSTOMER to receive credits and debits arising from TRANSACTIONS or other obligations related to this AGREEMENT.

ISSUER – Entity authorized by the PAYMENT ARRANGEMENT NETWORK to issue CARDS with the PAYMENT ARRANGEMENT INTITUTOR brands, valid in Brazil and/or abroad. For other PAYMENT METHOD, the ISSUER shall be the entity responsible for providing the PAYMENT METHOD for this AGREEMENT.

REGISTRAR – Institution authorized to carry out the RECEIVABLES REGISTER by the Central Bank of Brazil.

PAYMENT ARRANGEMENT NETWORK – Legal entity responsible for establishing the rules for its PAYMENT ARRANGEMENTS and regulating and supervising PAYMENT METHOD issuance, CUSTOMER accreditation, and the use of operational and security standards for TRANSACTIONS.

PAYMENT METHODS – Physical or electronic instruments with payment functionalities, including CARDS for personal and non-transferable use by the CARDHOLDERS, and accepted by the CIELO SYSTEM.

PCI (Payment Card Industry) COUNCIL – Entity responsible for the risk management program sponsored by the PAYMENT ARRANGEMENT NETWORKS with a universal scope and binding to CUSTOMERS, ISSUERS, and CIELO. This program aims to stipulate a minimum standard for protecting the CARDHOLDER's and TRANSACTION's sensitive information. It is an autonomous entity formed by a board of companies – among which the PAYMENT ARRANGEMENT NETWORKS Visa, Mastercard, Amex, JCB, and Discovery – that establishes information security standards and regulations for the payment methods industry. The standards are published at www.pcisecuritystandards.org and www.cielo.com.br.

CARDHOLDER – Individual or legal entity agents who hold PAYMENT METHOD and are authorized to carry out the TRANSACTIONS.

REMUNERATION – Total percentage and/or fixed amount agreed with CIELO that compensates, in non-equivalent amounts, CIELO and the CARD ISSUER or other person responsible for the PAYMENT METHOD, calculated on the total TRANSACTION amount.

RECEIVABLES – Present or future credit rights relating to payment obligations of accrediting and sub-accrediting institutions to receiving payment arrangement end users based on a post-paid and cash deposit account that is part of the Brazilian Payment System (SPB – Sistema de Pagamento Brasileiro).

PASSWORD – Confidential code provided by the ISSUER to the CARDHOLDER, constituting the CARDHOLDER's identification and electronic signature of their unequivocal will to pay with that MEAN OF PAYMENT.

CIELO SYSTEM – People, technologies, and procedures made available by CIELO that are necessary for the acceptance of the PAYMENT METHODS, as well as TRANSACTION capturing, transporting, processing, and liquidating, and other products and services acceptance and operation.

EFT/POS (Electronic Fund Transfer or TEF in Portuguese)/POS (Point of Sale or PDV in Portuguese) – Data processing equipment and software owned by the CUSTOMER or third parties as part of the CUSTOMER's sales automation system and which can carry out TRANSACTIONS.

TERMINAL – Information processing equipment and/or software (POS, EFT/POS, PIN PAD, or equipment with similar technology), connecting to the CIELO SYSTEM network and capturing TRANSACTIONS, issuing SALES RECEIPTS, among other functions.

TRANSACTION – Operation in which the CUSTOMER accepts the PAYMENT MEAN to pay for the sale of goods and/or services.

ACCOUNTS RECEIVABLE – Financial asset composed RECEIVABLES from payment arrangement, including RECEIVABLES arising from pre-contracted operations for advances, characterized by the same (a) registration number in the Brazilian National Legal Entities Registry (CNPJ – Cadastro Nacional de Pessoas Jurídicas) or the Individual Taxpayer Registry (CPF – Cadastro de Pessoa Física) of the receiving end-user; (b) payment arrangement identification ; (c) accrediting or sub-accrediting institution identification; and (d) liquidation date.

- I **Accreditation fee:** CUSTOMER's adhesion fee to the CIELO SYSTEM and the CUSTOMER's branches/stores inclusion.
- II **Registration maintenance fee:** Fee for updating and maintaining the CUSTOMER's registration information. CIELO shall annually charge a registration maintenance fee for each CUSTOMER and each branch, if any.
- III **Connectivity fee:** Monthly fee payable by the CUSTOMER for connecting the TERMINAL, the CUSTOMER's own or third-party equipment, systems, and/or virtual stores connected to the CIELO SYSTEM. The fee refers to network availability and is due even if the CUSTOMER does not carry out any TRANSACTIONS in a given month. Depending on the chosen capture solution, the fee may be charged for each TERMINAL or each CUSTOMER's CNPJ.
- IV **CHARGEBACK fee:** Fee for each CHARGEBACK procedure's analysis, treatment, and processing.
- V **RECEIVABLES acquisition fee:** Fee levied on each TRANSACTION part of the RECEIVABLES acquisition operation carried out by the CUSTOMER with CIELO.
- VI **Fee for RECEIVABLES acquisition contracting through CIELO's call centers:** Fee payable by the CUSTOMER when contracting the RECEIVABLES acquisition through CIELO call centers. This fee shall be levied on each contracted operation.
- VII **TRANSACTION cancellation fee:** Fee payable by the CUSTOMER for cancellation analysis, treatment, and processing of TRANSACTIONS. This fee applies to each TRANSACTION cancellation.
- VIII **Fee for a CARD-NOT-PRESENT TRANSACTION:** Fee payable by CUSTOMERS who carry out CARD-NOT-PRESENT TRANSACTIONS, using the infrastructure made available by CIELO for this purpose. The fee applies to each transfer made with a CARD-NOT-PRESENT TRANSACTION.
- IX **Liquidation fee in special cycles:** Fee due on each TRANSACTION settled in a cycle shorter than the liquidation cycle established by THE PAYMENT ARRANGEMENT NETWORKS.
- X **Pre-authorization request fee:** Fee for each pre-authorization request made by the CUSTOMER.
- XI **Operating fees:** Fees payable to CIELO for special control of TRANSACTIONS or payments due to CIELO, including but not limited to adjustments to the CUSTOMER'S FINANCIAL SCHEDULE as a result of administrative and/or judicial procedures or orders, such as compliance with official letters, freezes, pledges, attachments, etc. At its discretion, CIELO may charge the CUSTOMER for this fee monthly or per event.

- XII** **TERMINAL lease:** Monthly remuneration payable to CIELO by the CUSTOMER for the lease of each TERMINAL.
- XIII** **TERMINAL Maintenance Fee:** TERMINAL maintenance fee payable to CIELO by the CUSTOMER for the operational costs of the LOAN-FOR-USE TERMINAL maintenance and logistics.
- XIV** **Fee for not-returned TERMINAL:** Fee applicable to each TERMINAL leased or lent for use not returned to CIELO in case of this agreement termination.
- XV** **Fee for New Attempt:** Fee applicable to re-submission of a TRANSACTION previously denied for the same CARD and amount. CIELO shall define the collection criteria.