

# RELATIONSHIP CONDITIONS FOR CUSTOMERS PROSPECTED BY STELO



This document is an integral part of [Cielo's System Accreditation Agreement](#), registered under No. 2096773 in the Registrar of Deeds and Documents of the District of Barueri – SP and available at [www.cielo.com.br/contrato-de-credenciamento](http://www.cielo.com.br/contrato-de-credenciamento).

**Clause 1.** This document aims to regulate the relationship with CUSTOMERS accredited to the CIELO SYSTEM through STELO's prospecting activities since STELO has a portfolio of current and potential customers from its usual activities.

**Clause 2.** CUSTOMERS prospected by STELO and accredited by CIELO to be part of the CIELO SYSTEM shall comply with the additional provisions set forth herein and all provisions set forth in the AGREEMENT.

**Clause 3.** When reading this document, it is important to bear in mind the meaning of the following terms and definitions:



**a. STELO Schedule:** A control system that reflects the movement of credits and debits arising from STELO Transactions carried out in a given period as part of STELO Services.



**b. STELO Devices:** Information processing equipment and/or software (POS, TEF/PDV, PIN Pad, or equipment with similar technology) carrying STELO logos, colors, and branding, which captures transactions connecting not only with STELO SERVICES but also with CIELO SYSTEM, among other functions.



**c. STELO Services:** Payment management services provided by STELO and carried out through STELO's electronic platform, facilitating, capturing, processing, and monitoring STELO Transactions between buyers and sellers.



**d. STELO:** Stelo S.A. – a corporation (sociedade anonima in Brazil) enrolled under the CNPJ No. 14.625.224/0001-01 – is a CIELO subsidiary managing STELO Services.



**e. STELO Transaction:** Operation in which the buyer makes the payment for the sale of goods and/or services to the seller by means of payment instruments accepted by STELO Services.

**Clause 4.** To provide a better service to the CUSTOMERS prospected by STELO who become part of the CIELO SYSTEM and considering STELO's prospecting activities, the services specified in the AGREEMENT shall be provided jointly by STELO and CIELO, observing that:



a. CIELO shall provide the information processing and transactions liquidation services to CUSTOMERS; and



b. STELO shall provide Stelo Transaction capture services, connect Stelo Devices to the CIELO SYSTEM, send SMS containing Stelo Transaction details, and manage and maintain the CUSTOMER base.

**Clause 5.** The CUSTOMER hereby agrees that part of the due remuneration under the AGREEMENT terms shall be used to pay for the services provided by STELO under the terms of this document.



*To this end, the CUSTOMER hereby authorizes and grants CIELO all necessary powers to withhold and deduct said amounts from the CUSTOMER's receivables in favor of CIELO.*

**CLAUSE 6.** CUSTOMERS prospected by STELO who join the CIELO SYSTEM shall also comply with the following provisions:



a. If the CUSTOMER has any debts to STELO regarding the STELO Services, including debts arising from CHARGEBACKS, disputes, cancellations, fraud, unpaid fees or tariffs, they agree that such amounts shall be offset against any existing credits owed by STELO to the CUSTOMER under the terms of the STELO Schedule;



b. If the STELO Schedule does not have sufficient credits, the CUSTOMER hereby authorizes CIELO to retain the amounts necessary to settle such debts from the FINANCIAL SCHEDULE and to transfer the sum to STELO; and



c. CUSTOMERS who already use or have STELO Devices in their establishments may continue to use them to connect to CIELO SYSTEM and capture TRANSACTIONS until these devices are exchanged for another TERMINAL by CIELO, if necessary.

