

TERMINAL'S LEASE AND LOAN FOR USE CONDITIONS



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.

Clause 1. In order for CIELO's CUSTOMERS perform certain types of TRANSACTIONS, CIELO shall make TERMINALS available for renting (leasing) or lending for use (loan for use) according to the following conditions:

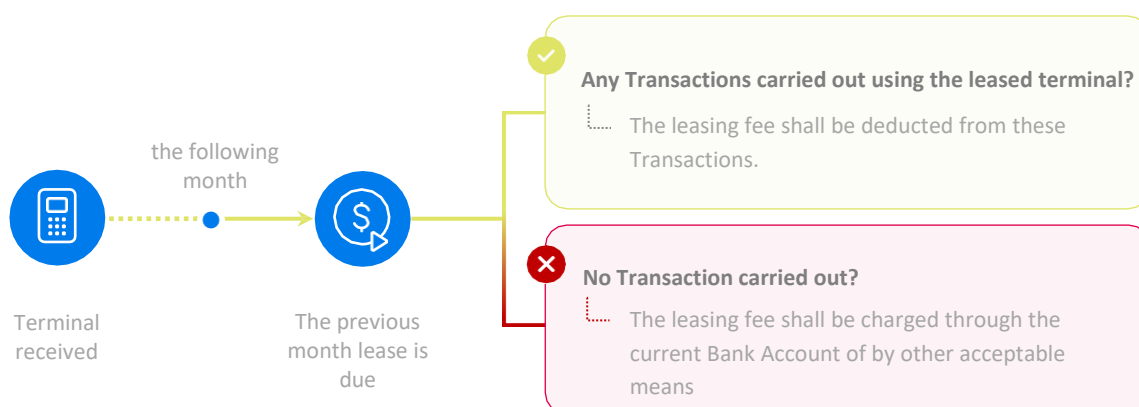


- a. The TERMINALS may be leased or borrowed for use for the duration of the AGREEMENT unless another specific period is agreed upon.
- b. CIELO shall determine the lease amount, which may vary according to the leasing package contracted by the CUSTOMER.
- c. In the case of lending (loan for use), the TERMINAL leasing fee must not be charged. However, CIELO may charge a **TERMINAL Maintenance Fee** due to the TERMINAL's operational, maintenance, and logistics costs.

1

Paragraph One: The lease is monthly due on a date determined by CIELO. The amount owed must be deducted from the TRANSACTIONS carried out by the CUSTOMER. If the CUSTOMER did not carry out any TRANSACTION, the lease shall be charged by debit to the BANK ACCOUNT in force at the time or by any other acceptable means of payment.

The lease must be paid in the month following the month in which the TERMINAL is received.



2

Paragraph Two: If the CUSTOMER does not carry out any TRANSACTION within thirty (30) days or more, CIELO may suspend the collection of the monthly lease for the leased TERMINAL. This fact does not imply a waiver or exemption from collecting this amount.

i CIELO may also request the return of the TERMINALS leased or lent for use and may even consider the AGREEMENT terminated with immediate effect with no prior notification required.

3 Paragraph Three: During the suspension period, the lease fee shall be resumed if the CUSTOMER carries out any TRANSACTION using the TERMINAL. In this case, the sum of the monthly leasing fee corresponding to the entire period of suspension of charges must be offset against future payments to be made to the CUSTOMER or charged by debiting the CUSTOMER's FINANCIAL SCHEDULE or BANK ACCOUNT.

4 Paragraph Four: As part of the TERMINAL leasing package, CIELO shall provide for repairing any TERMINAL malfunction or, if necessary, replacing the TERMINAL, except in cases where there is proof of misuse by the CUSTOMER. CIELO or companies appointed by CIELO shall provide preventative and corrective maintenance. In some instances, CIELO may charge for replacing TERMINAL parts, accessories, and components, even if the CUSTOMER owns such equipment.

Clause 2. To use the terminals provided by CIELO, CUSTOMERS must observe the following rules:



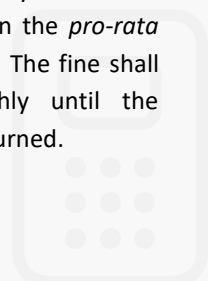
a. The TERMINALS must be kept at the CUSTOMER's address stated in the CIELO SYSTEM. The TEEMINALS cannot be removed without prior written authorization from CIELO.



b. CIELO or an appointed third party shall perform the TERMINAL installation. At the end of the lease or loan for use term, the TERMINALS must be returned in good condition – in the same state in which they were received – within five (05) business days.



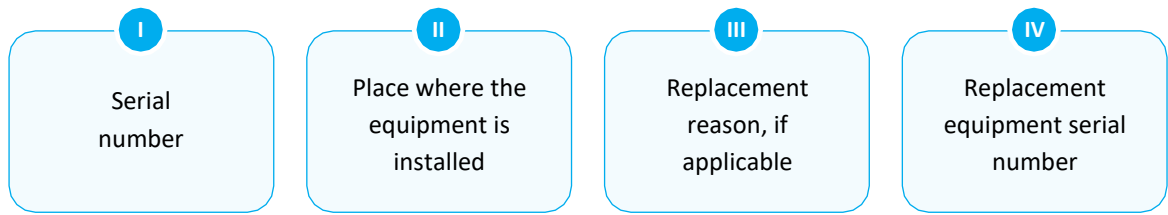
c. If the TERMINALS are not returned, a monthly fine shall apply, calculated on the *pro-rata* lease fee plus 40%. The fine shall be applied monthly until the TERMINALS are returned.



Clause 3. The CUSTOMER is responsible for the TERMINAL's safekeeping, conservation, and cleaning, being obliged to protect them from damage, misuse, loss, and other factors, including unforeseeable events or force majeure. In the event of misconduct, damage, or tampering, CIELO may block the TERMINAL's operation without any maintenance, replacement, or reimbursement guarantee.

1

Paragraph One: In addition to the above, the CUSTOMER shall also effectively control the equipment, keeping an up-to-date inventory containing:

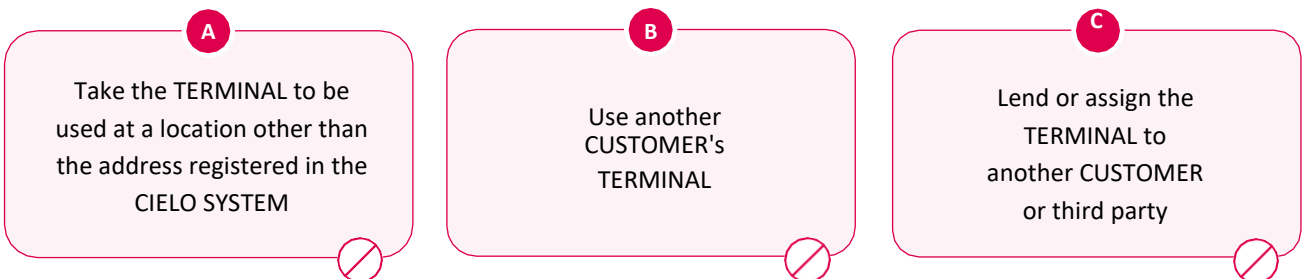


2 Second Paragraph: The CUSTOMER shall be liable if the TERMINAL is seized, removed, blocked, sealed, confiscated, or auctioned by any agencies or authorities and shall pay for the TERMINAL repair, replacement, or release, as well as for any fines and other penalties imposed on the CUSTOMER or CIELO by the competent agencies or authorities.

i In the event of any of the above, the CUSTOMER must immediately notify CIELO, providing all the TERMINAL's features and taking all the necessary steps to resolve the situation. It is also important to note that the monthly lease shall continue to be charged until the terminal is returned to or collected by CIELO.

3 Third paragraph: If CIELO confirms the total or partial loss of the TERMINAL, the CUSTOMER shall pay for the replacement with a new TERMINAL of similar or equivalent technology in accordance with the instructions provided by CIELO.

Clause 4. When using the TERMINALS, the CUSTOMER shall comply with applicable laws and regulations and the manufacturer's specifications. The CUSTOMER shall not make any changes or modifications to the equipment without CIELO's prior consent. In addition, the CUSTOMER cannot:




Clause 5. The TERMINAL operating costs and expenses related to communication, landline and/or mobile connection, energy, and others are the CUSTOMER's sole responsibility.



CLAUSE 6. The *software* installed in the TERMINALS is the property of CIELO or a third party, being constituted as their intellectual property. Accordingly, the CUSTOMER may only use such equipment for the purposes set forth in the AGREEMENT and may not assign, copy, alter, modify, adapt, manipulate, add to, decompile, decompose, perform any *software* conversion, or use reverse engineering on the *software*.

Clause 7. CIELO shall have no liability regarding the TERMINALS, services, corrective and/or preventative maintenance, warranties, *software*, or operating materials acquired or contracted

by the CUSTOMER from third parties, even if such third parties are accredited or approved by CIELO or are advertised through CIELO's *website*.

 *The CUSTOMER shall inform CIELO about using a technical intermediary to perform the TRANSACTIONS. The CUSTOMER shall also communicate whenever replacing this service provider, if applicable.*

CLAUSE 8. CIELO may order the suspension of the use of certain *software* by the CUSTOMER – even if CIELO has accredited it – when CIELO believes that such use poses operational and/or fraud risks.

Clause 9. The CUSTOMER shall acquire, install, update, adapt, and pay for the maintenance of the equipment, TERMINALS, and *software* owned by the CUSTOMER or by third parties hired by the CUSTOMER, even if they are connected to CIELO TERMINALS.



Clause 10. The CUSTOMER shall carry out all the necessary TERMINAL updates, whether the CUSTOMER owns the TERMINAL or not, complying with all the provisions established by AGREEMENT and/or CIELO, within the deadlines determined by CIELO.

Clause 11. The CUSTOMER represents and acknowledges that the TERMINAL model may vary according to the applicable laws and regulations and that the CUSTOMER shall be responsible for:



a. Paying all taxes, contributions, and other obligations determined by the competent authorities related to the use of the TERMINAL, exempting CIELO from such obligations; and



b. Reimbursing CIELO for any payments that CIELO had to make as a result of the CUSTOMER's failure to comply with the obligations referred to above or if CIELO has to pay any fines or penalties imposed by the competent authorities.



.Clause 12. The CUSTOMER shall comply with all CIELO guidelines to ensure full accessibility of the TERMINALS and technologies used within the CIELO SYSTEM, including, but not limited to, the use of self-adhesive films that must remain attached to the *touchscreen* terminals throughout the agreement, regardless of the TERMINAL model or whether the TERMINAL is leased, lent for use, or purchased by the CUSTOMER