

TERMS AND CONDITIONS FOR RECEIVABLES ANTICIPATION VENDEU, TÁ NA CONTA.



This document is part of the [Cielo System Accreditation Agreement](#), registered under no. 2096773 with the Barueri District Registry Office - SP and available at www.cielo.com.br/contrato-de-credenciamento.

Clause 1 – These Terms and Conditions for the Anticipation of Receivables – Vendeu, Tá na Conta ("TERMS AND CONDITIONS") govern the provisions applicable to the anticipation of RECEIVABLES from sales conducted through the CIELO SYSTEM, as outlined in CMN Resolution No. 4,734, Art. 2, VII ("ANTICIPATION OF RECEIVABLES"). CIELO carries out such anticipation through the CUSTOMER's contracting of the product Vendeu, Tá na Conta ("TC").

Clause 2 – The following definitions shall apply exclusively to this document and are valid in singular and plural forms.



Capitalized terms used in this document, whether in singular or plural form, and not defined in these Terms and Conditions, shall have the meanings assigned to them in the Agreement or the General Conditions for the Registration of Receivables. These General Conditions, like these Terms and Conditions, form an integral and inseparable part of the Agreement.



Clause 3 – By contracting the TC product, the CUSTOMER shall receive the funds corresponding to RECEIVABLES from sales conducted through the CIELO SYSTEM before the maximum period established in the PAYMENT ARRANGEMENTS. The TC product may be contracted through any of the relationship channels provided by CIELO, in accordance with clause 51 of the AGREEMENT.

Clause 4 – The TC is a receivables anticipation product from sales that have already been performed, through which CIELO advances the settlement of its obligations to the CUSTOMER, arising from the PAYMENT ARRANGEMENTS in which CIELO participates. This anticipation is carried out by applying a discount rate on the CUSTOMER's RECEIVABLES subject to anticipation.



Sole Paragraph. RECEIVABLES from PAYMENT ARRANGEMENTS operating within the national territory may be advanced under the conditions established for the TC.

Clause 5 – RECEIVABLES ANTICIPATION will automatically occur on a scheduled basis upon contracting the TC, covering part or all RECEIVABLES schedules related to the CUSTOMER’S TRANSACTIONS conducted through the CIELO SYSTEM, provided the ELIGIBILITY CONDITIONS for anticipation outlined in Clause 8 are met.

- ✔ **Sole Paragraph.** CIELO shall register the ANTECIPATION OF RECEIVABLES operations with the REGISTRATION ENTITIES under the 'pre-contracted' mode, in accordance with Article 2, VII, 'a' of CMN Resolution No. 4,734 of 2019 and BCB Circular No. 264 of 2022, as applicable, or any subsequent regulations that may replace them.

Clause 6. The settlement of funds advanced to the CUSTOMER through the TC product shall be executed by CIELO using its own resources, after deducting the applicable discount rate. The transfer will be made via Pix to the BANKING DOMICILE provided by the CUSTOMER, separately from the centralized settlement system used for CIELO’s other payment obligations arising from TRANSACTIONS conducted within PAYMENT ARRANGEMENTS. If Pix transfers become unavailable for any reason, settlement shall be executed using any other transfer method available within the Brazilian Payment System, in accordance with the regulations of the Central Bank of Brazil.

- ✔ **Sole Paragraph.** Payment of the amounts referred to in the *caput* of Clause 6 shall be made on the same day the TRANSACTION is captured, provided it is carried out by 7:00 p.m. If the TRANSACTION is captured after this time, payment to the CUSTOMER shall be processed on the following day, regardless of whether it is a business day or not.

Clause 7. A discount rate shall apply to the ANTECIPATION OF RECEIVABLES, based on the amount of RECEIVABLES subject to anticipation. This rate will be communicated through the relationship channels provided by CIELO and will reflect the costs and risks of the operation, as well as the period between the anticipation date and the maturity of the anticipated RECEIVABLES, among other factors.

- 1 **First Paragraph.** The discount rate referred to in the *caput* of Clause 7 may be modified by CIELO at any time, with prior notice through CIELO’s designated communication channels. The revised rate shall automatically apply to new RECEIVABLES ANTICIPATION transactions conducted from the date the rate takes effect.
- 2 **Second Paragraph.** If the CUSTOMER disagrees with the new discount rate, they have the right to cancel the TC product contract. CIELO shall process the cancellation on the next business day of the request, provided that the cancellation request is

submitted through CIELO’s designated service channels in accordance with the provisions of Clause 52 of the AGREEMENT.

Clause 8. The execution of RECEIVABLES ANTICIPATION operations is subject to compliance with the following suspensive conditions for anticipation (the "ELIGIBILITY CONDITIONS"):



- I Absence of default by the CUSTOMER in fulfilling obligations towards CIELO under the AGREEMENT.
- II Establishment and maintenance of a FINANCIAL RESERVE, if applicable, in a sufficient amount to meet CIELO’s risk management policies, in accordance with Clause 4 of the GENERAL CONDITIONS; and
- III Approval of the processing of TRANSACTIONS subject to the receivables anticipation operation by the modules of (i) fraud prevention and (ii) credit risk assessment used by CIELO.

- 1 **First Paragraph.** Upon fulfillment of the ELIGIBILITY CONDITIONS, anticipation operations shall be executed automatically following the capture of TRANSACTIONS. Settlement will occur according to the specified terms and manner outlined in these TERMS AND CONDITIONS.
- 2 **Second Paragraph.** If any of the ELIGIBILITY CONDITIONS outlined in items "a" and "b" of the *caput* of this Clause 8 are not met, the ANTECIPATED RECEIVABLES will not be processed and will remain on hold until the relevant ELIGIBILITY CONDITION is satisfied.
- 3 **Third Paragraph.** If the ELIGIBILITY CONDITION described in item "c" of the *caput* of this Clause 8 is not met, the transactions that CIELO's fraud prevention modules have not approved will not be anticipated. It will be at CIELO's discretion whether to anticipate other transactions.
- 4 **Fourth Paragraph.** CIELO may modify or introduce new ELIGIBILITY CONDITIONS at any time, with a notice period to the CUSTOMER of 2 (two) business days via CIELO’s designated communication channels. The revised ELIGIBILITY CONDITIONS shall be automatically applied to any new ANTECIPATION OF RECEIVABLES operations carried out from the date the changes entered into force.

5

Fifth Paragraph. If the CUSTOMER disagrees with the new ELIGIBILITY CONDITIONS, they have the right to cancel the TC product. CIELO shall process the cancellation on the next business day of the request, provided that the cancellation request is submitted through CIELO's designated service channels.

Clause 9. Notwithstanding the cancellation provisions outlined in the Second Paragraph of Clause Seven and Fifth Paragraph of Clause Eight of these TERMS AND CONDITIONS, the CUSTOMER may cancel the TC product at any time. This cancellation must be communicated in accordance with the procedures specified in the First Paragraph of Clause 46 of the AGREEMENT, as applicable.

 **Attention!**

Clause 10. CIELO reserves the right to suspend the product at any time in accordance with its risk management policies. Additionally, if the CUSTOMER no longer meets the eligibility criteria, CIELO may cease offering the product, provided prior notice is given to the CUSTOMER. This does not affect the termination provisions outlined in Clauses 47 and 48 of the AGREEMENT.

Clause 11. If the CUSTOMER cancels the TC product, if the product is suspended, or if CIELO ceases to offer the product, CIELO's obligations related to sales RECEIVABLES processed through the CIELO SYSTEM shall immediately revert to the payment schedule established in the PAYMENT ARRANGEMENTS. This reversion takes effect following such suspension or cancellation, unless CIELO and the CUSTOMER expressly agree otherwise.