

XXXX, legal person under XXX law based in XXXXX, with electronic address xxxx@xxxx.com.vc, represented by xxxxx, referred to as the “CONTRACTOR”;

And

VSOFT SOLUÇÕES TECNOLÓGICAS S.A., a legal entity under Brazil law, registered with CNPJ under nº 03.776.595/0001-60, with headquarters at Av. Expeditionários, 346, Torre, João Pessoa (PB), ZIP Code: 58.040-745, with e-mail address comercial@vsoft.com.br, legally represented according to its Social Contract, referred to as the “HIRED”.

CLAUSE ONE: OBJECT

1.1. This agreement has as its object the provision by the USER LICENSE CONTRACTOR for onerous, limited and by the time lapse provided in this instrument use of BioPass ID software, a solution that provides cloud based multibiometric and artificial intelligence technology, for desktop or mobile devices, including deployment, maintenance and technical support service, depending on the plan chosen or the Special Offer accepted by the CONTRACTOR, which, if it exists, will be an integral part of this instrument, not extending to any other software and/or hardware.

1.2. BioPass ID Plans:

1.2.1. The BioPass ID solution has a series of plans, which provide multibiometric technology, of biometric capture and recognition of fingerprints and/or face, and artificial intelligence in cloud, which can be used in education services, financial services, medical assistance, among other functions, having various features, depending on the chosen plan or according to Special Offer.

1.2.2. The functionalities of the solution will be those arranged in the chosen plan or in the Special Offer, which will be an integral part of this instrument.

1.2.3. The CONTRACTOR is responsible for the acquisition and maintenance of the equipment necessary for the execution of the client applications integrated to BioPass ID, including desktop computer, smartphones or IOT equipment eventually used.

1.2.4. The services provided and products developed by the HIRED that make up the object of this contract are protected by the legislation that regulates copyright (Brazilian Federal Constitution, art. 5, items XXVII, XXVIII and XXIX, Brazilian Federal Law No. 9,610 of February 19, 1998, art. 7 and other provisions; Brazilian Civil Code and International Agreements - Bern and Paris Conventions, among others).

SECOND CLAUSE: TERM

2.1. The HIRED grants the CONTRACTOR the license to use, according to the Plan or Special Offer, for an indefinite period, starting from the activation of the service, obliging the parties by itself, their successors, and heirs, in the best form of Law.

THIRD CLAUSE: PRELIMINARY DECLARATIONS

3.1. This agreement is valid and effective from the date of signature of this instrument by the parties indicated herein, which will take place electronically, an opportunity in which the CONTRACTOR declares that they have read and agreed to the terms of the contract.

3.2. It will be considered as acceptance of all the terms of this contract the acceptance by the CONTRACTOR, in the platform for contracting the BioPass ID solution, ratified at the time of payment of the first invoice by the CONTRACTOR, obliging since then the contracted parties. The use of the services offered will configure the tacit acceptance of the contractual terms set forth in this instrument.

3.3. The CONTRACTOR declares that it has been aware that it is an essential requirement of this contract the provision of e-mail and telephone to contact, which will be understood as official, so that any communication, if made by the indicated means, will be considered received, regardless of response.

3.4. Access to the software must be made via the worldwide network of computers by equipment, at their own expense, equipped with the technologies, which will be specified by the HIRED on its website <https://www.biopassid.com>, which may be constantly updated.

FOURTH CLAUSE: TECHNICAL SUPPORT

4.1. The HIRED offers technical support exclusively to the CONTRACTOR, observing the specifics of the contracted plan, via telephone, internet {<https://www.biopassid.com>}, e-mail or service with remote access, provided that the CONTRACTOR is not in debt situation. Within this activity, the HIRED will have an absolute isolated decision on the type of support to be performed, according to a prior analysis of the fact occurred and technical condition provided by the CONTRACTOR.

4.1.1. The HIRED is exempt from providing technical support to the CONTRACTOR in the event of problems with the hardware or any other software that is not part of the terms of use of BioPass ID.

4.1.2. HIRED is obliged to offer technical support within the limits of the contracted plan, if there is express provision, observing the Special Offer.

4.2. Opening Hours via Telephone: The HIRED is obliged to comply with the telephone support service, observing the specifics of the contracted plan, in the hours of Monday to Friday, from 08:00 to 12:00 and 14:00 to 18:00 in Brasilia time.

4.3 Remote Access Service: The CONTRACTOR must contact the HIRED, by phone or chat, depending on the contracted plan, whose service with remote access will be made according to the schedule of the support department of the HIRED, not exceeding the maximum period of 48 (forty-eight) hours from the request.

4.4 Software Update: In the event of a new version of **BioPass ID**, the CONTRACTOR will receive the due update at no additional cost, during the term of this agreement.

FIFTH CLAUSE: FORM OF SERVICE

5.1. Whenever technical support services is needed, the CONTRACTOR must inform the following data through the opening of a call, in order to expedite the service:

5.1.1. **BioPass ID** solution name;

5.1.2. Name of the user registered in **BioPass ID**;

5.1.3. Identification of the equipment used (computer, printer, etc.), as well as programming language and/or code blocks that may be returning error messages;

5.1.4. Error message or problem/question description.

CLAUSE SIX: RESPONSIBILITIES OF THE HIRED

6.1. It is the HIRED's responsibility to:

- I. Make available the contracted tool, observing the specificities of the chosen Plan or Special Offer;
- II. To provide service through technical support, in the means and under the conditions mentioned in the fourth clause and observing the provisions of the chosen Plan or Special Offer, except for problems related to services provided by providers, other applications (software) or accessories (hardware) of the microcomputer and internal infrastructure, whose responsibility belongs exclusively to the CONTRACTOR;
- III. Perform technical alignments, if necessary, as established by the chosen Plan or the Special Offer, an integral part of this contract;
- IV. Promote updated documentation, which may include instructional videos, in the event of BioPass ID version updates, at no additional cost during the entire contractual period;
- V. Provide the necessary means to a quick and adequate solution to the problem of its responsibility, according to the scale of service and the current deadlines;
- VI. Not to disclose, transfer, provide or assign, in any way, any data or information of the CONTRACTOR and its customers, contained in the database and/or obtained under this instrument;
- VII. Provide clarification about the service contracted by the CONTRACTOR;
- VIII. Maintain the quality and regularity appropriate to the nature of the service provided;
- IX. The HIRED is allowed to make adjustments in its systems platform, aiming at monitoring technological developments related to the service provided and ensuring its quality, in which case the CONTRACTOR will be communicated in advance of these developments, if it implies significant changes;
- X. The HIRED is not responsible for any kind of damage, loss or any other problem arising from the use, inability to use or defects of the CONTRACTOR's computer programs or technology systems;
- XI. The HIRED is not responsible for the cost, maintenance or provision of the minimum requirements necessary for the CONTRACTOR's participation, nor its agents and/or customers (actual, potential or visitors) in the system, such as computer use and internet access;
- XII. The HIRED does not guarantee, under any circumstances, that the systems of connection with the services (via telephone, via cable or any other) are free from possible failures or interruptions, not being responsible for the quality of the network used for access to the service, since it is maintained by third parties, other than the HIRED, and therefore is out of its control, diligence and responsibility;

SEVENTH CLAUSE: RESPONSIBILITIES OF THE CONTRACTOR

7.1. It is up to THE CONTRACTOR:

- I. Make available and be responsible for the necessary and adequate infrastructure for the service to be implemented, handling the cost of its implementation, according to the chosen plan or Special Offer;
- II. Acquire equipment that meets the minimum requirements described on its website <https://www.biopassid.com/> by the HIRED, following the advances of technology;

- III. Use the services provided in accordance with current legislation and this instrument, further agreeing to keep updated your registration with the HIRED, informing any eventual changes in address, company name and registration in the CNPJ and other equivalent municipal and state agencies, as well as alteration of any other registration data;
- IV. Be responsible for any losses or damages caused to third parties or the HIRED, arising from the services provided on the basis of this instrument;
- V. Provide all information requested by the HIRED necessary for the activation of the Service, being aware that no liability will be attributable to the HIRED in the event of delays arising from the absence of this information;
- VI. By this instrument, the CONTRACTOR licenses the use of its image, name and data of the service that was offered by the HIRED in the on-screen contract for the purposes of disclosure and marketing of the services provided by the HIRED;
- VII. **The CONTRACTOR is responsible for providing and adopting as a necessary requirement for the use of the BioPass ID solution, directly or indirectly, by its contractors and customers (effective, potential or visitors), the science and acceptance of *Privacy Notice*, or similar document, which shall have about the processing of data arising from this contractual object, observing the determinations of the General Data Protection Law.**
 - (i) **The hypothesis of data processing (according to Art. 7 and Art. 11 of Law No. 13,709/2018) should be expressly and clearly available and, in the case of adopting the legal basis of consent (art. 7, I and art. 11, I), the CONTRACTOR is responsible for adopting a tool that proves the free and unimpeded acceptance by the data's subjects.**
- VIII. All access credentials (users and/or passwords) provided to the CONTRACOR are personal and non-transferable, being the sole responsibility of this party, any and all misuse of such access credentials, including by third parties, without any responsibility of the HIRED;
 - (i) All contents, data and information obtained by employees and collaborators of the CONTRACTOR through the use of the **BioPass ID** solution are the sole responsibility of the CONTRACTOR.
- IX. The CONTRACTOR declares to be aware that minor programming defects (bugs) are common to technology systems, thus exempting the HIRED from any liability for damages arising from such common bugs, possibly existing for participation in the service, limiting the HIRED's participation to the correction of any complications encountered during the fulfillment of this Agreement.

CLAUSE EIGHTH: EXCLUSIONS

8.1 This contract does not exempt the CONTRACTOR from costs in the following cases:

- a) Reinstallation, reintegration or recovery of software or data lost due to technical problems in the equipment used or operating failures;

b) Consultancy, analysis and development of systems, training and any other service not directly linked to the BioPass ID solution in the contracted plan;

c) Changes to the BioPass ID solution for specific use;

8.2 The Contractor exempts the HIRED from any liability in the event of delay and/or impossibility of access by the HIRED's technician, in remote mode, to perform maintenance (preventive or emergency), provided that such circumstance has been caused by the CONTRACTOR.

CLAUSE NINE: COSTS AND FORM OF PAYMENT

9.1. The implementation cost of **the BioPass ID** solution, if any, will be properly made available in the chosen plan or in the Special Offer linked to the CONTRACTOR, which shall pay the HIRED the amount established in the opportunity, in the agreed manner.

9.1.1. Payment will be made by credit card or bank slip, as chosen by the CONTRACTOR in the hiring panel.

9.2. The CONTRACTOR shall pay the HIRED, monthly, the amount related to the plan chosen or made available in the Special Offer linked to it.

9.3. In the event of the need for expansion of records in the cloud, the monthly amount will be added as additional amount, observing the provisions of the existing Special Offer or that will be concluded between the parties, which will be an integral part of this document.

9.4. In the event of a plan alteration, according to the Tenth Clause, the additional amount charged may suffer changes.

9.5. Payment will be made by credit card or bank slip, as chosen by the CONTRACTOR in the hiring panel.

9.6. In case the payment is not made on the day of maturity established between the parties, according to the chosen plan or Special Offer, the invoice for the following month, if any, will be increased by a fine of 2% (two percent) and interest of 1% (one percent) per month.

9.7. In the event of termination of the contract, the HIRED will issue a final invoice with interest and fines that may be open.

9.8. The license of use, as well as the support service, will be suspended immediately by the HIRED, until the effective regularization of the CONTRACTOR party, in cases of default for more than 02 (two) consecutive months.

CLAUSE TEN: CHANGES TO THE CONTRACTED PLAN

10.1. The CONTRACTOR may choose, during the term of this agreement, to proceed with changes in its plan, and for thus, formally request the HIRED, through an electronic system made available by this party, the request for an upgrade or downgrade.

10.1.1. The payment made available in the ninth clause will be made after effective use, which is why the CONTRACTOR who upgrades or downgrades their plan during the month will be charged in proportion to the use.

10.1.2. Even in cases of monthly use less than that of the contracted plan, the CONTRACTOR Party will be charged for the plan chosen, unless it has expressly requested the downgrade.

CLAUSE ELEVEN: CONFIDENTIALITY AND SOFTWARE OWNERSHIP

11.1. The **BioPass ID** solution, subject to this agreement, is of ownership and property of the HIRED, so that the copyright and other intellectual property rights relating thereto are the same as those conferred on literary works in accordance with the copyright legislation in force in Brazil, as expressly determined by Article Second and Paragraphs of Law No. 9,609/98 of the Brazilian constitution;

11.2. Any change or violation of said software without express authorization of the HIRED will constitute an infringement and will subject the violators to the penalties provided by law, with the CONTRACTOR NOT being able to commercialize, assign, rent, sublicense, share, make available or transfer to third parties, in whatever capacity, the services provided in contractual terms, preserving your data, information, hardware and software resources, under penalty of civil and criminal liability, before the HIRED and third parties, pursuant to Law No. 9,609, of February 19, 1998, for violation of intellectual property, and the use of this must be made exclusively in the private sphere, by the CONTRACTOR;

11.3. In the event of termination and/or rescission of this instrument, for whatever reason, the CONTRACTOR shall immediately discontinue the use of the software and return to the HIRED all materials and physical means, if any, that constitute and/or incorporate the intellectual property of this instrument, or even to disuse them, at the sole discretion of the HIRED;

11.4. For the purposes of this clause, the CONTRACTOR shall respond at any time, including after the termination of this contract, for any changes and/or violations made by its partners/managers, agents and/or employees in the software subject to this agreement, as well as for any technical information provided to third parties without the prior authorization of the HIRED;

11.5. The violation of the confidentiality and ownership obligations of the software, pursuant to this clause, shall imply the resolution of this contractual instrument and shall oblige the infringing Party to pay the amount of the loss suffered, a penalty that will serve as a minimum quantum indemnification, pursuant to Article 416, sole paragraph, of the Civil Code.

CLAUSE TWELVE: CONDITIONS AND GUARANTEES

12.1. The HIRED provides the CONTRACTOR with the guarantees set forth in this agreement, in addition to ensuring that the Services will be performed by qualified personnel, within market standards and executed as described in this Agreement;

12.2. The HIRED, its distributors or suppliers shall not be liable for any direct, indirect, accidental or consequential damage, including, but not limited to, loss of profits or

revenues, lost or damaged data, or any other commercial or financial loss, even if such damages were foreseeable;

12.3. The maximum liability of the HIRED shall be limited to the amount paid monthly by the CONTRACTOR due to the license to use the BioPass ID solution;

12.4. A Party is exempt from another of any liability for non-compliance with tax or other obligations that does not fit them.

CLAUSE THIRTEEN: TERMINATION

13.1. This agreement may be terminated at any time, at the initiative of either Party, provided it is made official to the other Party.

13.1.1. Termination shall not imply in the application of any fine, other than those eventually provided in this document.

13.1.2. After the formalization of the termination, the HIRED will issue a final invoice containing all the open amounts, which must be paid in full, thus signing the contractual termination required.

FOURTEENTH CLAUSE - PROTECTION OF PERSONAL DATA.

14.1 The HIRED and the CONTRACTOR oblige each other to comply with the regulations established in Law No. 13,709/2018 of the Brazilian constitution when processing personal data.

14.2 The parties agree that the HIRED will be the Controller of Personal Data only in relation to the identification data of the representative (Natural Person) of the CONTRACTOR and its eventual employees / agents / third parties invited to join the Platform.

14.2.1 For the use of the contracted platform, the employees / agents / invited third parties, linked to the CONTRACTOR, must register, in the hiring panel, being aware and agreeing, therefore, with the tool's Terms of Use and Privacy Notice.

14.2.2 The HIRED is independent of the provisions of Art. 7, V and Art. 11, II, d of the above-mentioned law or other legal basis that may be relevant when processing personal data and sensitive personal data of employees / agents / invited third parties of the CONTRACTOR if necessary for the creation of accounts / access keys.

14.2.3 The personal data of the CONTRACTOR's employees / agents / invited third parties will be used by the HIRED only for the purpose of identifying the use of the software functionalities licensed herein, regardless of other uses that will be given by the CONTRACTOR, to whom it fulfills the duty to legitimize its data processing.

14.2.4 The CONTRACTOR is responsible for providing the terms of this clause to natural persons using the license of use herein contracted.

14.3 The parties agree that, as for the data of the customers (actual, potential or visitors) of the CONTRACTOR, the HIRED is only Operator, pursuant to art. 39 of the General Data

Protection Law, which is why it will perform the processing of data on behalf of the Controller, the CONTRACTOR, and obeying the instructions provided by it.

14.3.1 The HIRED will comply at all times with the requirements of the Data Protection Legislation in relation to the provision of the Services and the Processing of Personal Data arising from this Agreement.

14.3.2 The HIRED shall, at all times during the term of the Contract:

(a) only Process Personal Data in accordance with the instructions provided in writing by the CONTRACTOR and in accordance with the terms of this Agreement;

(b) To process personal data only for the purposes of the CONTRACTOR, to limit access to Personal Data only to its employees, contractors and/or service providers who have the need to access the Personal Data for the provision of the Services, to comply with a legal obligation or with the prior written consent of the Contractor, and ensure that everyone who has access to Personal Data is subject to obligations and duties of confidentiality and restriction of processing;

(c) implement appropriate technical, administrative and security measures to protect Personal Data from unauthorized, accidental or illegal destruction, loss, alteration, disclosure or access; and

(d) cooperate reasonably with the Contractor, at the contractor's expense, in order to allow the Client to fulfill his/her obligations as Controller of Personal Data, in accordance with the Data Protection Legislation.

14.3.3 The HIRED shall promptly notify the CONTRACTOR of any destruction, loss, alteration, disclosure or unauthorized, illegal, or accidental access to the Personal Data that the HIRED treats as Data Operator, which may cause relevant damage or risk to the Holders.

14.4. The CONTRACTOR declares and warrants that the purposes of The Contracted Processing are lawful and meet the provisions of the General Data Protection Law and that the data submitted to the HIRED for processing under this contract are legitimate, updated and accurate, and that the processing was authorized by the respective Personal Data Holder or meets one of the legal bases for Processing provided by the General Data Protection Law.

14.5. The CONTRACTOR shall be responsible for responding to and complying with any request for access or exercise of rights by any Holder whose Personal Data is Processed by the HIRED under this Contract or by the National Data Protection Authority. The HIRED is obliged to offer support to the CONTRACTOR regarding the technical part with respect to the aforementioned request.

14.6. As provided in item 7.6 of this Instrument, it is the sole responsibility of the CONTRACTOR to provide and adopt as a necessary requirement for the use of the software subject to this agreement the knowledge and acceptance of Privacy Notice or similar document.

14.7. The Privacy Notice must comply with all the terms of the country legislation regarding the matter, especially the General Data Protection Law, and must have the processing of data arising from this contractual object.

14.8. The Activities of Processing Personal Data under this Agreement correspond to the activities necessary for the operation of the software subject to this agreement, observing the functionalities described in the chosen plan or in the Special Offer, as well as the provision of services as described herein, which is why the HIRED will process the Personal Data submitted by the CONTRACTOR in accordance with the instructions of the CONTRACTOR and, if applicable, to defend and exercise the HIRED's rights, if necessary.

14.9. The HIRED, as the Data Operator, shall be liable only for the damages caused to the CONTRACTOR and the Personal Data Subjects for their exclusive action or omission, in cases where the Processing of Personal Data occurs in violation of the Processing instructions expressed by the CONTRACTOR, in accordance with the provisions of this Agreement, or in violation of the General Data Protection Law, and shall respond to the limits set forth in the homeland legislation and this Agreement.

14.10. The CONTRACTOR shall be responsible and shall indemnify, defend, and hold the HIRED exempt from any liability for the activities of Processing Personal Data arising from this contract, including in relation to the authorization for processing by the respective Personal Data Holders, observing what is provided in the 14.4 Clause.

14.11. The personal data processed will be stored on the HIRED's server, taking into account the appropriate security levels, observing the term of this contract or for the period determined by the CONTRACTOR, whichever happens first.

14.12. It's obliged to the HIRED to provide any and all assistance to the CONTRACTOR, when required, whether by the data holder or by the Data Protection Authority, with the intent to demonstrate adequate treatment of the operation by both parties, being instituted in all the contract the duty of mutual cooperation under the agency limits of each party in regards to the General Data Protection Law.

14.12.1. In cases of potential international transfers, the CONTRACTOR and the HIRED will comply with the requirements set out in Article 33 et seq. of the General Data Protection Law.

CLAUSE FIFTEEN: PREVENTION AND FIGHT AGAINST MONEY LAUNDERING

15.1. The Parties undertake to comply with the legal provisions related to the prevention and combat of activities related to crimes of laundering or concealment of property, in accordance with the provisions of Law 9.613/98 and correlated standards.

15.2. The Parties undertake to give full knowledge of the content of the legislation applicable to the matter, in accordance with the provisions of the immediately preceding item, to all its employees, agents and third parties who act in any way in the performance of the services contracted herein.

15.3. In compliance with current legislation, the Parties declare that they have specific internal controls for the prevention and combating of crimes of laundering or concealment

of property, rights, and values, or related, for the monitoring of operations carried out with politically exposed persons and prevention and coercion of terrorist financing.

CLAUSE SEVENTEEN: ANTI-CORRUPTION PRACTICES

16.1. The Parties, by themselves, partners/leaders, agents and/or employees, shall not, under any circumstances, directly or indirectly, offer, pay, promise to pay or authorize payment in cash, gift or anything of value to any public official, political party, candidate, notary and/or registry employee, leader or employee of private company, with the purpose of: (i) influence any act or omission of such person in the performance of their obligations; or (ii) induce such person to use their influence to affect the decision of government, civil servant, notary, government agency or society.

16.2. The Parties undertake to refrain from, directly or through third parties, engaging in any act of corruption, including paying or proposing to pay bribes, kickbacks, or other types of payments, as well as offering value to government employees, civil servants, notaries, registry employees, leaders, corporate employees and/or any person, for the purpose of exercising influence able to benefit any of the Parties or third parties.

16.3. The Parties undertake, directly or through their partners/leaders, agents and/or employees, to comply with all laws and regulations applicable to the performance of their obligations related to this Agreement, including Law No. 12,846/2013 ("Brazilian Anti-Corruption Law") and Decree-Law No. 2,848/1940 ("Brazilian Penal Code").

16.4. Violation of this Clause will result in a complete termination of this Agreement and will subject the infringing Party to indemnify the opposing Party for any loss and damage caused to it, including direct or indirect, property or moral damages, as well as damage to the image/reputation and lost profits, to the limits set forth in Clause Thirteen:Termination.

CLAUSE SEVENTEEN: GENERAL PROVISIONS

17.1. The signatories of this AGREEMENT ensure and affirm that they are the legal representatives competent to assume obligations on behalf of the Parties and effectively represent their interests;

17.2. The contracted services are intended for the use of the CONTRACTED in accordance with the specified;

17.3. All activities performed by the CONTRACTOR in the use of the Service are their sole responsibility;

17.4. The CONTRACTOR is responsible, under all circumstances, for the misuse of the Service by third parties, including its directors, partners, shareholders, employees and agents;

17.5. The non-exercise by any of the Parties of rights or faculties that assists them as a result of this AGREEMENT, or the tolerance for the delay in the performance of the obligations of the other party, shall not affect those rights or faculties, which may be exercised at any time, at the sole discretion of the person concerned, not altering the conditions set forth in this AGREEMENT, consisting of mere liberality and not implying a newer or renunciation of rights;

17.6. The Parties declare, in this act, to be aware of and agree to all the clauses in this instrument;

17.7. This AGREEMENT obliges the Parties and their successors, whatever the form of succession, in all rights and obligations assumed under this instrument;

17.8. Cases of fortuitous or force majeure will be excluded from liability, as set forth in the sole paragraph of Article 393 of the Brazilian Civil Code;

17.9. In all matters relating to this CONTRACT, the HIRED and the CONTRACTOR shall act as independent contractors. Neither Party may declare that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, nor to represent the other Party as agent, employee or any other function;

17.10. This AGREEMENT does not create a partnership or commercial representation relationship between the Parties, each being entirely responsible for its acts and obligations;

17.11. The HIRED and the CONTRACTOR are fully independent companies, so that no provision of this AGREEMENT may be construed as creating any employment link between the Parties, as well as between the employees of one Party and the other.

CLAUSE EIGHTEEN: JURISDICTION

The parties hereto elect the central court of the city of João Pessoa, in the state of Paraíba, to settle any disputes arising from these Terms.

These Terms are signed in Portuguese or English version of equal content and form. In case of discrepancies Portuguese version shall prevail.