

TERMS AND CONDITIONS FOR INTERNATIONAL PAYMENTS

By this instrument, the individual or legal entity identified and described in the Register, which is an integral part of this Agreement ("USER"); **DEMERGE BRASIL FACILITADORA DE PAGAMENTOS LTDA.**, enrolled with CNPJ Nº 33.967.103/0001-84 ("DEMERGE"); and **DLOCAL BRASIL INSTITUIÇÃO DE PAGAMENTO S.A.**, enrolled with CNPJ Nº 25.021.356/0001-32 ("DLOCAL"), both with offices at Avenida Paulista 1374, Sala 11A137, Bela Vista, Sao Paulo SP CEP 01310-916; the parties hereto agree to these Terms and Conditions for International Payments ("Agreement") and other policies instituted by DLOCAL or DEMERGE, hereinafter set forth.

By electronically accepting this Agreement, the USER shall be automatically adhering to and agreeing with the conditions hereof and the Privacy Policy, and expressly authorizes DEMERGE or DLOCAL (as applicable), to make and receive payments, through exchange transactions, due to the International Contracts carried out before the Foreign Trader.

DEMERGE provides payment services abroad, and DLOCAL is a payment institution authorized by Bacen, issuing electronic currency, participating in the PIX payment arrangement established by Bacen; Both companies may carry out: (i) remittance of USER funds to Foreign Traders, for the purpose of paying for International Contracts; (ii) receipt of funds to pay the USER amounts owed by Foreign Traders; and (iii) "eFX" – payment or international transfer services, in accordance with BACEN Resolution No. 277/22 and other applicable standards.

The services shall be provided by DEMERGE and DLOCAL in accordance with the following: (i) DEMERGE shall provide International Payments services; and (ii) DLOCAL shall provide International Payments services for International Contracts.

DEMERGE and DLOCAL are not responsible for any issues involving the relationship between the USER and Foreign Traders, and the services provided under this Agreement are restricted to making International Payments.

This Agreement may be reviewed and changed periodically, including due to changes in standards published by Bacen or other regulatory bodies.

1. Definitions

1.1. The words and expressions below, indicated in this Agreement by the first capital letter, shall have the following definitions:

“Bacen”: Central Bank of Brazil.

“Foreign Trader”: individual or legal entity, located abroad, with whom the USER entered into the International Contract for Products and/or Services, and who shall be the final recipient of the funds submitted to the Remittance Order by the USER or the original sender of the Receipt Order (as applicable); and Payment Orders may be sent or received by the Foreign Trader directly, or through a representative of DEMERGE or DLOCAL in the country of the Foreign Trader's headquarters.

“Transitory Account”: payment account owned by the USER, opened and managed by DLOCAL (when necessary) or by a partner determined by it, intended for: (i) the contribution of funds by the USER, in National Currency, through one of the available methods; (ii) the transfer of funds to enable the Shipment Order to the Foreign Trader; and (iii) the receipt of funds arising from a Receipt Order, carried out by the Foreign Trader in favor of the USER.

“International Contracting”: contracting of Products and/or Services carried out directly between the USER and the Foreign Trader, in order to enable International Payments to be made.

“Exchange Company”: institution authorized by Bacen to operate in the foreign exchange market and carry out international transfers of funds, which shall be contracted by DEMERGE and DLOCAL to carry out the Payment Order.

“Personal Information”: data provided by the USER necessary to carry out the Payment Order, in accordance with the limits for each operation.

“Institutions”: institutions authorized to operate by BACEN or authorized to participate in the foreign exchange market, and other institutions with which it may have a relationship as a partner of DEMERGE and DLOCAL.

“National Currency”: official currency adopted by Brazil (Reais - R\$).

“Foreign Currency”: currency adopted and in force in the country in which the Foreign Trader is located.

“Payment Order”: Remittance Order or Receipt Order.

“Receipt Order”: receipt of funds in Foreign Currency, on behalf of the USER, owed by the Foreign Trader due to International Contracts, which shall be converted into National Currency by the Exchange Company.

“Remittance Order”: remittance of funds in Foreign Currency, on behalf of the USER, for the payment of International Contracts owed by the USER to the Foreign Trader, which shall be converted from National Currency to Foreign Currency by the Exchange Company.

“International Payments”: payment services, through exchange transactions, provided by DEMERGE or DLOCAL (as applicable), to carry out Payment Orders for the USER or the Foreign Trader.

“Platform”: sales website or portal available on the internet and/or application for mobile devices, through which Foreign Traders sell their Products and/or Services to the USER, and which is integrated with the DEMERGE and DLOCAL payment solution.

“Privacy Policy”: policy applicable to the USER, which provides for the collection, production, receipt, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of information, modification, communication, transfer, dissemination or extraction of USER information, as a result of International Payments.

“Products”: goods traded between the Foreign Trader and the USER through the Platform.

“Services”: services sold between the Foreign Trader and the USER through the Platform.

“Agreement”: Terms and Conditions for International Payments, which is an electronic contract available to the USER at the time of making a given Payment Order, and which can be consulted at any time on the DLOCAL and DEMERGE website, or on the Platform (if applicable).

“USER”: individual or legal entity, who, under the conditions of this Agreement, is entitled to make a Remittance Order or receive a Receipt Order, as applicable.

2. International Payments

2.1. DEMERGE or DLOCAL shall provide International Payment services to the USER, for the execution of the Payment Order resulting from International Contracts concluded with the Foreign Trader, by:

(a) engaging an Exchange Company to convert National Currency into Foreign Currency, to execute the Remittance Order to the Foreign Trader; and/or

(b) engaging an Exchange Company to convert Foreign Currency into National Currency, to receive the Receipt Order sent to the USER by the Foreign Trader.

2.1.1. In this sense, and through this Agreement, the USER expressly accepts and allows DEMERGE or DLOCAL to carry out exchange operations for the execution of Payment Orders in its name, from or to the Foreign Trader.

2.1.2. Therefore, the USER reserves the right to request, at any time, the information provided for in the applicable regulations, relating to exchange transactions carried out by DEMERGE or DLOCAL on its behalf.

2.2. International Payments shall be executed by DEMERGE or DLOCAL, depending on the value of each International Contract for Products and/or Services carried out by the USER, in accordance with Bacen rules.

2.3. International Payment services begin when the USER adheres to this Agreement, and shall remain in force until the Remittance Order and/or Receipt Order is executed, as applicable.

2.3.1 The User, upon acceptance of this Agreement, authorizes DLOCAL and DEMERGE to sign any documents and provide the information requested by the institutions in connection with the service contracted herein.

2.4. The Remittance Order shall be made based on the value of the Products and/or Services purchased or sold by the USER on the Platform, in National Currency, and it is the USER's responsibility, before confirming payment, to verify that the information and values entered on the Platform are correct including any fees due and costs and taxes levied thereon.

2.4.1. If the USER does not agree with the information and values provided, they should not confirm the payment to be made to DEMERGE or DLOCAL.

2.4.2. DEMERGE and DLOCAL shall maintain information related to International Contracting and documents resulting from the Payment Order for a period of 10 (ten) years; The USER may, at any time, request a statement with details of the operation, through the available service channels, 10 (ten) days in advance.

2.5. DEMERGE and DLOCAL shall be responsible for contracting with the Foreign Exchange Company, of their free choice, the transfer and conversion of funds submitted to the Payment Order.

2.6. When engaging the Exchange Company through DEMERGE and DLOCAL, the USER declares to be aware that:

(a) The Exchange Company is solely responsible for the price of Foreign Currency charged by it, as well as the fees for services that may be charged;

(b) DEMERGE and DLOCAL shall use their own criteria to define the Exchange Company responsible for each Payment Order, which may vary depending on the Platform and/or location of each Foreign Trader;

(c) DEMERGE and DLOCAL are not responsible for any failures, interruptions and/or suspensions of the services offered by the Exchange Company, which may result in the Payment Order not being carried out;

(d) The USER's Personal Information shall be provided to the Exchange Company, within the limits necessary to complete the Payment Order;

(e) The entire engagement process may take place on behalf of the USER, in accordance with applicable regulations; and

(f) The Exchange Company, for any reason, may refuse to carry out a given Payment Order, without the USER being owed any compensation or penalty resulting from such cancellation.

2.7. DEMERGE and DLOCAL shall only contract with Foreign Exchange Companies authorized to operate and carry out international transfer and exchange activities in Brazilian territory, in accordance with Bacen regulations and current legislation.

2.8. The engagement of the Exchange Company shall only occur when the USER's funds are available to DEMERGE or DLOCAL.

2.9. Each Payment Order shall be made in accordance with the maximum amount permitted by current regulations.

2.9.1. The established limit may be changed by DEMERGE or DLOCAL at any time, by force of law, Bacen regulation or by its own criteria.

2.10. The Remittance Order to the Foreign Trader shall be made in Foreign Currency and be subject to the operating rules, legislation and deadlines in force in the country in which the Foreign Trader is located.

2.11. The Receipt Order shall be made based on the value in Foreign Currency received from the Foreign Trader, according to the exchange rate determined by the Exchange Company, and it is the USER's responsibility, before confirming receipt, to confirm that the values are correct.

2.12. The Payment Order shall no longer be accepted by DEMERGE or DLOCAL when: (i) the USER provides Personal Information in incomplete or incorrect form; (ii) the Exchange Company or any other third parties involved (including national and foreign public bodies), for any reason, prevent the Payment Order from being carried out; and/or (iii) there is evidence of fraud or suspicion or illegal act, in accordance with the provisions of this Agreement and current legislation.

3. Personal Information

3.1. To carry out the Payment Order, the USER shall provide their Personal Information, as may be required on the Platform or before adhering to this Agreement.

3.2. If Personal Information has been filled in on the Platform, the USER expressly authorizes its sharing with DEMERGE and/or DLOCAL. In this case, it shall be up to the USER, before using the International Payments services: (i) to verify that their Personal Information is correct and up to date; and (ii) express your adherence to this Agreement.

3.3. Whenever necessary, DEMERGE and DLOCAL, including at the request of the Exchange Company, may request the USER to provide additional information.

3.4. Furthermore, DEMERGE and DLOCAL may, at any time and even after executing the Payment Order, request copies of documents to verify the veracity of the Personal Information provided by the USER.

3.5. The USER is civilly and criminally responsible for the veracity of the Personal Information provided, including to third parties.

3.6. DEMERGE and DLOCAL shall not be responsible for errors or non-execution of International Payment services if the Personal Information provided by the USER is inaccurate, untrue or out of date.

4. Dispute and Cancellation

4.1. Any complaints, cancellations, disputes or doubts regarding the amounts of a given Payment Order shall be resolved by the USER directly with the Foreign Trader, in accordance with the rules and procedures indicated on the Platform.

4.2. Cancellation of the Remittance Order may be requested from DEMERGE or DLOCAL until the moment the amounts are transferred to the Exchange Company. After this transfer, the USER shall request cancellation directly to the Foreign Trader.

4.2.1. If the Foreign Trader accepts the request made by the USER, he or she may request a refund from DEMERGE or DLOCAL, through a Receipt Order; and DEMERGE and DLOCAL are not responsible for the difference between the value of the Remittance Order and the value of the Receipt Order, if they are different.

4.3. Payment Orders shall be automatically cancelled: (i) when duplicity is found; (ii) if incomplete or inaccurate information is indicated; (iii) in cases of signs of irregularity or fraud; or (iv) in other cases provided for in this Agreement or in current legislation.

4.4. The Payment Order may also be canceled by DEMERGE or DLOCAL if: (i) for any reason, it is refused by the Exchange Company; or (ii) the rules applicable to the Foreign Trader's country prevent the Payment Order from being carried out.

4.5. The USER ensures that all funds used for the Payment Order shall come from legal and declared sources, exempting DEMERGE and DLOCAL from any responsibility.

4.6. The use of International Payments services for the International Contracting of Products and/or Services is prohibited: (i) considered illicit and prohibited, under Brazilian legislation; (ii) that import in violation of the Brazilian Internal Revenue Service system, the Brazilian National Health Vigilance Agency, Bacen standards and customs rules; (iii) considered as objects of crimes of any nature, including money laundering, terrorist financing and corruption, among other related crimes, even if indirectly; (iv) that do not represent a regular legal transaction and have the intention of committing fraud; or (v) that, in any way, may cause losses to DEMERGE, DLOCAL, their partners or third parties.

4.7. DEMERGE and DLOCAL may stop executing the Payment Order whenever it identifies or understands that the USER's activity or the nature of the Payment Order violates any provision of this Agreement or the legislation in force in Brazil or in the country of the Foreign Trader's headquarters.

5. Adherence to the service

DEMERGE and DLOCAL provide payment or international transfer services, through foreign exchange transactions carried out by an institution authorized to operate in the foreign exchange market, for the acquisition of goods and services in the country or abroad ("Efx"), in accordance with Resolution No. 277/22 and other rules applicable to these services, including the provisions of the Central Bank of Brazil ("BACEN").

5.1. The User declares that it has been informed in advance, clearly and in a timely manner about the following information: the responsibility of DEMERGE and DLOCAL regarding the service; the nature and conditions of the service provided; and the specific conditions related to your rights according to the payment instrument used to deliver the Brazilian reais to DEMERGE and DLOCAL.

5.2. To provide the contracted services, the User hereby authorizes DEMERGE and DLOCAL to collect, process and share their personal, financial and registration data with other companies and financial institutions.

5.3. DEMERGE and DLOCAL shall provide the User with a statement of the operation, which shall contain a breakdown of the operation, including its date, the value in national currency, the name of the parties involved, any fees charged as a result of the operation, in addition to subtotals, when applicable, in accordance with current applicable regulations.

5.4. The User declares that it has had prior and timely access to this Agreement and that it agrees with all the rules established here and applicable to DEMERGE and DLOCAL Services.

5.5. The User's adherence to this Agreement occurs automatically at the time of payment in Brazilian reais through the payment methods provided by DEMERGE and DLOCAL.

6. Levies

6.1. It shall be the User's responsibility to be informed about the levies on the import of goods and/or services, and it is its sole responsibility, if applicable, to declare and collect the applicable taxes due to the acquisition made through the website. Furthermore, the user shall also be responsible for complying with all obligations and duties required by bodies forming part of the direct and indirect Public Administration. The User may not claim unawareness of possible tax levies on the service obtained from the website, nor may he hold DEMERGE and DLOCAL responsible in the event of being obliged to pay such levies to such bodies.

7. Disclaimer

7.1. DEMERGE and DLOCAL, under no circumstances, shall be responsible for the Products and/or Services sold by the USER and Foreign Traders, nor for the content and/or information described on the Platform, and the services provided under this Agreement are restricted solely to make International Payments.

7.2. If there are inconsistencies, failures, errors and/or any other problems in relation to the Foreign Traders or the Products and/or Services, the USER shall resolve them directly with the

Foreign Traders, through the service channels available on the Platform, holding DEMERGE and DLOCAL harmless therefrom.

7.3. The USER declares to be aware that DEMERGE and DLOCAL cannot be held responsible or assume any responsibility for failures, errors, interruptions, malfunctions, delays or other imperfections that may arise in the services provided within the scope of International Payments, even if responsibility of DEMERGE, DLOCAL, Foreign Exchange Company or its partners, not guaranteeing the maintenance of its systems in an uninterrupted manner, without any unavailability or slowness and in an error-free manner.

The USER declares to be aware that the execution of the Payment Order is subject to the effective receipt of the funds by DEMERGE or DLOCAL (as applicable), due to the credit made: (i) by the financial institution responsible for the bank transfer or receipt of the invoice Bank officer; (ii) by the acquirers or sub-accreditors that carry out the settlement of Card transactions; (iii) by the paying user responsible for the transfer within the scope of PIX; or (iv) by the Exchange Company that carries out the transfer of funds arising from the Receipt Order.

7.3.1. DEMERGE and DLOCAL shall not have any liability due to the absence or delay in the transfer of amounts by third parties.

7.4. DEMERGE and DLOCAL, under no circumstances, shall be responsible for non-payment to Foreign Traders due to facts not attributable to them, including, but not only: (i) applicable legislation in the country of destination of the Remittance Order funds or origin of the Receipt Order, which may suspend, delay or prevent the settlement of funds; (ii) impossibility of locating the Foreign Trader, according to the information provided by the Platform; (iii) errors in the Payment Order, for any reasons set out in this Agreement; or (iv) refusal of the Exchange Company, for any reason, to carry out the Payment Order.

8. General Provisions

8.1. This Agreement shall be valid until the Payment Order is made by the USER, having been contracted between the Parties only for this operation.

8.2. The USER declares to be aware of and agree that, regardless of the location from which it is using the services arising herefrom, the relationship between the Parties shall always be governed by Brazilian legislation.

8.3. The USER expressly authorizes DEMERGE and DLOCAL to use Personal Information to form a database, preserving the USER's individuality and identification.

8.4. The USER agrees that DEMERGE and DLOCAL or any of their partners send informational or advertising messages, under the terms set out in the Privacy Policy.

8.5. Applicable rules: The parties agree to act in accordance with Resolution No. 277/22 or whatever replaces it.

8.6. The courts of the city of São Paulo (SP) are hereby appointed with the exclusion of any other, no matter how privileged it may be, to settle any dispute arising herefrom.

In consideration of the mutual covenants hereinbefore set forth, the parties hereto enter into this Agreement for full knowledge and effects vis-à-vis the USER and third parties.

Version updated on October 4, 2023.

DEMERGE BRASIL FACILITADORA DE PAGAMENTOS LTDA.

DLOCAL BRASIL INSTITUIÇÃO DE PAGAMENTO S.A.