

GENERAL TERMS OF CONTRACTING PAYMENT PRODUCTS AND SERVICES

Updated on January 12th, 2024.

These General Terms of Contracting for Payment Products and Services ("Contract") are entered into by and between (I) the user, whether an individual or legal entity, duly identified in the respective channels provided by the Contractor (as defined below) ("Customer"); and (ii) the parties providing the contracted services indicated in the respective Annexes, as applicable (hereinafter referred to, jointly or severally, as the case may be, as "Contractor")

Contractor and Customer are hereinafter jointly referred to as "Parties" and, individually, "Party"

For the perfect execution of this Contract, the Parties shall observe the general conditions set out below, without prejudice to complying with the specific conditions for the contracted products and/or services, as set out in the Annexes hereto.

The Contract and the respective Annex shall be jointly interpreted as "Contract".

GENERAL CONDITIONS

CLAUSE I

Purpose

1.1. The purpose of this Contract is to govern the terms and conditions of the services provided by the Contractor to the Customer, described in the Annexes to this Contract.

CLAUSE II

Interpretation Rules

2.1. The following rules shall apply to the interpretation of this Contract:

- (i) References to any documents or instruments include all respective amendments, substitutions, restatements and supplements, unless otherwise expressly provided for in this Contract;
- (ii) References to legal provisions shall be construed as references to those

provisions, as amended or restated, or as their application is changed from time to time by other regulations;

- (iii) As used in this Agreement: the terms (a) "or" is not exclusive (unless the context requires a different interpretation); (b) "including" means "including, but not only"; (c) words in the singular include the plural, and vice versa; (d) words applicable to one genre apply to all genres; (e) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar expressions refer to the Contract in its entirety, including its Annexes; (f) the terms "Clause" and "Annex" refer to a specific Clause or Annex of this Contract; and (g) the expression "in accordance with", "as described in", "subject to the terms of" a specific Clause of this Contract, or words of similar meaning, shall refer to the Clause in question;
- (iv) A reference to any person includes that person's authorized successors and assigns;
- (v) Any reference to "days" means calendar days, unless "Business Days" are expressly provided;
- (vi) The Annexes identified in this Contract are an integral part of this instrument for all purposes; and
- (vii) All deadlines contemplated in this Contract shall be counted excluding the first day and including the last day. Additionally, all deadlines established in this Contract that end on a Saturday, Sunday or declared national holiday shall be automatically extended to the first following Business Day.

CLAUSE III

Customer's Obligations

3.1. Notwithstanding the other obligations provided for in this Contract and in the respective Annexes, the Customer undertakes to, throughout the term of this Contract:

- (i) Comply with the obligations set out in this Contract and make the payments due under this Contract in the manner and within the respective deadlines and due dates;

- (ii) Observe, respect and comply with any and all laws, regulations and instructions applicable to its activities, including, but not only, the rules and requirements determined by the Central Bank, the Brands, the Payment Methods market, the Brazilian payment system and by applicable legislation and regulations, Brazilian or foreign;
- (iii) Keep the Contractor informed, through the channels reported by the Contractor, about any relevant matter it is aware of that may impact the execution of the purpose of this Contract and/or imply changes to any of the activities subject to this Contract, especially the occurrence of any fact or legal act that may impact the Contractor's obligations related to the negotiation of Receivables and/or any bankruptcy process, in-court reorganization, liquidation or similar procedures of the Contractor, its parent, subsidiary and affiliate companies, as well as informing the Contractor with respect to any sale of any of its assets or commercial location;
- (iv) Provide the Contractor immediately with all the information requested for the purposes of executing the Contract, as well as authorize the Contractor to collect from any third parties all the information necessary for the provision of services, including, but not only, data registration, registration of Receivables, corporate and/or banking; and (b) keep such information updated throughout the term of this Contract; and the Customer must provide such information to the Contractor within 5 (five) Business Days after the Contractor's request or after the occurrence of a change in the information, as applicable, under penalty of the Customer being liable, in accordance with the law, for veracity, certainty, sufficiency and consistency of the information provided to the Contractor and any discrepancy between the data informed to the Contractor and the real and/or official data, including any Losses related to and incurred by the Contractor;
- (v) Reimburse the Contractor for any expenses that the Contractor may incur in complying with a third party's order in relation to the Customer, including, but not only, the fulfillment of judicial and extrajudicial documents, freezes, attachments and seizures;
- (vi) Carry out technical adjustments requested by the Contractor, such as approvals and updates of systems and software, within the deadlines requested by the Contractor, in order to guarantee the safety and efficiency of the services provided to the Customer;

- (vii) In order for its account to be individualized with the Brazilian Payment System ("SPB") and, consequently, a bank, branch and account number to be made available, the Customer authorizes the sharing of their data with the Partner Payment Institution or with the Partner Financial Institution for all purposes necessary to provide this service, such as, but not only to, opening a Passing Account held by it;

- (viii) The Customer acknowledges and agrees that it is exclusively responsible for the content presented on the front-end of its website using the platform (Marketplace and Virtual Stores). The Contractor assumes no responsibility for what is displayed and does not guarantee the accuracy, legality or quality of this content. The Customer undertakes to comply with all applicable laws and agrees to exempt the Contractor from any liability for damages, losses or claims related to the front-end content.

CLAUSE IV

Customer's Statements

4.1. The Customer declares and guarantees to the Contractor, for itself and for the companies that make up its economic group, on the date of execution of this Contract, that:

- (i) It has the capacity and power to: (a) enter into this Contract; (b) comply with all obligations assumed in this Contract; and (c) complete the legal transaction in the manner contemplated in this Contract, having taken all necessary measures to do so;

- (ii) This Contract constitutes a legal, valid and binding obligation of the Customer, enforceable in accordance with its terms, and neither the execution and formalization by the Customer of this Contract nor the fulfillment by the Customer of any of its obligations under this Contract depend on any consent, approval and/or authorization of, notice to, or filing or registration with, any person, entity, court or governmental authority;

- (iii) The documents and information provided by the Customer to the Contractor are true, correct, complete, consistent and sufficient and are updated as of the date on which they were provided to the Contractor;

- (iv) The Contractor, as well as other companies that are part of the Contractor's economic group, may make use of the Customer's information, as well as information relating to transactions carried out by the Customer, provided that applicable standards relating to data protection and banking secrecy are observed;
- (v) It has not been and is not subject to any bankruptcy procedure, in-court or out-of-court reorganization or similar procedure, nor is it insolvent;
- (vi) It carries out its activities in accordance with current legislation and regulations applicable to them, as applicable, without carrying out any illicit activity;
- (vii) It does not use negative discrimination practices, which limit access to the employment relationship or its maintenance, including, but not only, reasons of sex, origin, race, color, physical condition, religion, marital status, age, family situation or pregnancy status;
- (viii) It authorizes the Contractor to carry out, on behalf of the Customer, communications and requests to the Registration Agent so that (i) records of Receivables can be made; (ii) creation and removal of liens and encumbrances, of any nature, on the Receivables, upon request from financial institutions and interested third parties; and (iii) disputed consents provided or not provided to third parties and operations contracted or not contracted by Customers with third parties, in accordance with applicable regulations; and
- (ix) As applicable to its activities: (a) is aware of the labor and environmental legislation in force in Brazil; (b) does not use child or slave labor in its activities and observes standards relating to occupational health and safety; (c) does not relate to or contract with companies or businesspeople that do not adhere to environmental, labor and environmental standards; (d) possesses and presents, whenever requested, all documents required by labor and environmental legislation; and (e) shall keep the Contractor informed of questions and/or statements from public bodies regarding environmental and labor issues.
- (x) Declares to accept the terms contained in this link: <https://dlocal.com/legal/brazil/>

4.2. In relation to its data, which may include personal data, the customer:

- (i) acknowledges that, in the context of carrying out its activities, the contractor will process your information (personal, commercial and/or financial), including, but not limited to, name, address, CPF or CNPJ number, and email address;
- (ii) acknowledges that the contractor may share its information (personal, commercial and/or financial), respecting the rules that deal with banking secrecy and data protection, with: (a) relevant public authorities that request it, national and foreign, under the terms applicable legislation; (b) affiliates, located in Brazil and abroad, to allow the provision of services contracted through this Contract and/or with the aim of providing better functions and/or services to the customer; and (c) other institutions authorized by the Central Bank, on a specific basis, to check and investigate possible fraud in specific cases; and
- (iii) acknowledges that the contractor and its affiliates, as applicable and at any time, may consult public and private databases, such as credit bureaus, which maintain restrictive credit, registration, behavioral and financial information on individuals and legal entities, banks of unstructured data maintained by third parties, including social networks, for the purposes of credit and risk protection and analysis, as well as financial asset registration systems operated by registration entities, for the purposes of consulting the receivables schedule, contract effects on credit units receivables registered in the registration systems, further recognizing that the contractor, companies in its economic group and its affiliates are authorized to send instructions to accrediting institutions and registration entities for the purposes of providing services.

4.3. The Customer authorizes the Contractor, and its Affiliates, for a period of 24 (twenty-four) months from the registration of this Contract, through amendments endorsed in the margin of the main registration, with the aim of supporting credit risk analysis and/or commercial and business relationship between the Parties and/or between the Customer and Affiliates, to consult their information (personal, commercial and/or financial), including, but not only, credit history and score and/or or the Receivables schedules, contained in (a) Central Bank Credit Information System – “SCR”, in accordance with applicable regulations; (b) compliance information – Positive Credit Register, in accordance with applicable regulations; and (c) financial asset registration systems operated by registration entities, authorized by the Central Bank.

4.3.1. The Customer hereby declares to be aware that:

- (i) The purposes of the SCR are: (i) to provide information to the Central Bank, for the purposes of monitoring credit in the financial system and for carrying out its inspection activities; and (ii) facilitate the exchange of information between financial institutions on the amount of customer liabilities in credit operations;
- (ii) The Contractor may have access to the data contained in the Customer's name in the SCR through the Central Bank's Registered system;
- (iii) Requests for corrections, exclusions and expressions of disagreement regarding the information contained in the SCR must be addressed to the SAC of the financial institution responsible for including the information. The Customer may file a complaint with the Public Service Center of the Central Bank - CAP, or through appropriate legal action, against the financial institution responsible for the incorrect release of information;
- (iv) Consultation on any information to the SCR depends on prior authorization, granted by this Clause 4.3; and
- (v) More information about the SCR can be obtained by consulting the Central Bank's virtual environment (www.bcb.gov.br).

4.3.2. The Customer may, at any time, revoke this authorization to access the SCR.

4.3.3. The Customer authorizes the Contractor to share information related to transactional movement, in accordance with current legislation, especially article 1, paragraph 3, v, of Complementary Law No. 105/01, with:

- (i) Dock Instituição de Pagamento S.A. ("Dock"), payment institution responsible for individualization services of payment accounts with the SPB (Brazilian Payment System), which shall integrate its relationship with Dlocal, whenever it has a bank number 301, agency and account linked to the Services.
- (ii) Banco Votorantim S.A. ("BV"), the financial institution responsible for the individualization services of payment accounts with the SPB (Brazilian Payment System), which shall integrate its relationship with Dlocal, whenever it has a bank

number 655, agency and account linked to the Services.

4.4. The Customer authorizes the sending of information relating to its receivables schedule and negotiations backed by receivables to financial asset registration systems managed by registration entities, in accordance with the regulations applicable to the registration and negotiation of receivables from payment arrangements that are part of the Brazilian Payment System.

4.4.1. With regard to the registration of receivables and in accordance with Central Bank Resolution No. 264 of November 25th, 2022, the Client authorizes the sending of information relating to its payment arrangement receivables negotiation contracts with non-financial institutions, and undertakes to:

- (i) Pass on to the Contractor information on payment arrangement receivables negotiation contracts with non-financial institutions; and
- (ii) Authorize the sending of this information to the registration system.

4.5. The Customer hereby authorizes and grants powers to the Contractor, irrevocably and irreversibly, in accordance with articles 683 and 684 of the Civil Code, to open an Alias Account with Dock or BV, in the name and ownership of the Customer, with the aim of providing a better experience to the Customer in relation to the services covered by this Contract and its Annexes, as well as other services that may be contracted by the Customer with the Contractor and its Affiliates.

4.5.1. Until the Customer voluntarily carries out all the procedures necessary to register other features, the Alias Account owned by it shall have limited functionality, and the Customer may only carry out transfers of free movement balances to accounts held by the same owner. To this end, the Customer hereby authorizes and grants powers to the Contractor, irrevocably and irreversibly, in accordance with articles 683 and 684 of the Civil Code, to operate the Alias Account held by it, in its name, in order to provide said transfers, as applicable.

4.5.2. During this period, the mere existence of the Alias Account shall not result in any type of cost, administrative charge or fee for the Customer. If the Customer chooses to expand the list of features of the Alias Account, at its sole discretion, the commercial conditions that Dock or BV may require at the time of the request shall apply.

4.6. The Customer acknowledges that the Contractor may share its data, information and registration documents with Dock or BV, as required by their Policies and current regulations, with the aim of enabling the opening of the Alias Account with Dock or BV, in accordance with the Terms and Conditions.

CLAUSE V

Contractor's Obligations

5.1. Notwithstanding the Contractor's specific obligations set out in the respective Annex, the Contractor undertakes to make its best efforts to ensure the full execution of the contracted services, in order to avoid any failures and/or interference that could harm the provision of services or offering of products to the Customer.

CLAUSE VI

Confidentiality

6.1. The Customer undertakes to maintain all Confidential Information in full secrecy and confidentiality. In the event of its eventual violation or disclosure, including due to acts of its employees or third parties, the Customer shall be responsible for offsetting the Losses caused to the Contractor and third parties, including consequential damages, loss of profits, legal costs and legal fees.

6.2. The Customer undertakes to maintain, preserve and save all Confidential Information delivered to it or to which it has access as a result of this Contract, in a fully safe location, inaccessible to third parties, except for persons duly authorized by the Contractor and aware of the obligation to confidentiality defined here, which are also obliged to observe the restrictions set out herein.

6.3. The Customer undertakes to use the Confidential Information made available to it under the terms of the Contract, exclusively for the contracted purposes and services, with any change to its form or substance being prohibited.

6.4. The Contractor undertakes to maintain the confidentiality of transaction data carried out by the Customer, except when requested by judicial, administrative or arbitration order, required by law, by the Brands, by the Registration Agents and/or by the Contractor's service providers, if applicable. The Contractor may provide services to the relevant authorities, such as the Ministry of Finance, the Central Bank, the Brazilian

Internal Revenue Service, the State and Municipal Finance Departments, Parliamentary Commissions of Inquiry, Financial Activities Control Bodies, Federal Police, Courts of Justice, Public Prosecutor's Office, etc., all information requested in relation to the Customer or any data relating to transactions carried out by the Customer.

6.5. Exclusively for the contracted purposes and services, the Customer, irrevocably and irreversibly, authorizes the Contractor and/or companies belonging to the Contractor's economic group to:

- (i) exchange Confidential Information and other information with each other, as well as consult and/or confirm their accuracy on websites and databases in general;
- (ii) share Confidential Information and other information with Issuers, Domicile Institutions, Registration Agents and Brands;
- (iii) share Confidential Information and other information with its strategic partners and service providers, in Brazil or abroad, for the purposes of fulfilling the obligations of this Contract, credit rating, risk and fraud check and management;
- (iv) use its Confidential Information and other information to create a database, as well as its disclosure in any capacity, as long as it is anonymous, generalized and non-identifiable;
- (v) report transactions that may fall within the provisions of Law No. 9613, of March 3, 1998, and other standards relating to combating and preventing money laundering, corruption and terrorist financing, including applicable national and international standards and internal policies of the Contractor in this sense; and
- (vi) inform credit protection bodies of data relating to non-payment of obligations assumed by the Customer with the Contractor.

6.6. The obligation of secrecy shall remain valid even upon termination of this Contract for any reason. Failure to comply with the requirements mentioned in this clause shall subject the Customer to payment of compensation under the terms of this Contract and to sanctions and payment of fines and/or Losses, without prejudice to other measures guaranteed by law to the Parties and harmed third parties.

CLAUSE VII

Data Protection

7.1. If the Customer transmits, processes or stores the Cardholder's data in its environment, whether on physical or digital media, it undertakes to comply with and maintain adherence to the rules, including, but not limited to, those issued by the PCI (Payment Card Industry) Security Standards Council or any subsequent standard, observed by the Contractor, that shall regulate the security of cardholder data in the local and international Payment Methods market, during the term of this Contract, according to terms and conditions defined by the Contractor.

7.1.1. The above obligation extends to any supplier contracted by the Customer whose activity involves traffic, processing or storage of the Holder's data.

7.1.2. The Customer shall notify the Contractor, within a maximum period of 24 (twenty-four) hours, if he becomes aware of the leak of the Holder's data.

7.2. The Customer declares to be aware that the Contractor has no responsibility for the creation and security of the Customer's virtual environment, not even for the way in which the Customer's customers access such environment.

7.3. The Customer is exclusively responsible for installing and keeping systems and/or devices updated, as well as other items necessary to avoid tampering with the equipment that will have access to the solutions and services provided by the Contractor.

7.4. Furthermore, the Customer shall ensure that the configuration of the equipment used by it, whether its own or that of third parties, meets the minimum safety requirements for the use of the solutions and services provided by the Contractor, so that the Contractor shall be exempt from any liability relating to this issue.

7.5. This Agreement does not imply the assumption of any responsibility by the Contractor for any processing of personal data that may be carried out by the Customer, companies in the same economic group and/or subcontractors ("Customer's Affiliates"), the Customer remaining solely and exclusively responsible for said processing towards data subjects, relevant authorities and/or any related third parties.

7.6. If the Contractor is sued, administratively, judicially or extrajudicially, due to the

processing of personal data carried out by the Customer and/or the Customer's Affiliates, including, but not only, situations of security incidents, the Customer shall make its best efforts to exclude the Contractor from said demand, without prejudice to reimbursement for any expenses, costs, fines, indemnities and/or burdens that the Contractor may incur as a result thereof, including, but not only, legal, expert and/or accounting fees and/or possible convictions.

7.7. With regard to personal data, the Customer declares that it has read and is aware of the content of the Contractor's Privacy Notice, provided on the website and/or other environments made available by the Contractor.

CLAUSE VIII

Combating and Preventing Corruption, Terrorist Financing and Money Laundering

8.1. The Customer declares, on its behalf and on its employees, contractors, partners, companies that are part of its economic group, shareholders, employees, associates and administrators ("Representatives"), that it:

- (i) acts in compliance with all laws, regulations, manuals, policies and any provisions related to combating and preventing corruption, money laundering and terrorist financing, including, but not only, applicable Brazilian legislation, UK Bribery Act and Foreign Corrupt Practices Act (FCPA); and
- (ii) has not engaged, does not engage and will not engage in any acts or practices that, directly or indirectly, involve offering, promises, bribery, extortion, authorization, request, acceptance, payment, delivery or any other act related to undue pecuniary advantage or any other illegal favoritism in non-compliance with the legislation mentioned above and applicable.

8.2. The Customer undertakes to inform the Contractor if any of its Representatives have already exercised or exercise a public authority function, as well as all family relationships or close personal relationships relating to its Representatives with public authority.

8.3. Failure to comply with the provisions set out in this Clause by the Customer may result in unilateral termination of this Contract by the Contractor, who may automatically suspend compliance with obligations arising from this Contract and/or terminate it

immediately. Violation of this Clause by the Customer or its Representatives shall also give rise to the obligation to compensate the Contractor for any Losses under the terms of this Contract.

8.4. The Customer agrees that the Contractor may, at any time, audit the Customer regarding any information and/or document with the purpose of verifying compliance with the provisions of this Contract. The audit mentioned here may be carried out by the Contractor or by a third party indicated and paid for by it, and the Customer shall, at all times, guarantee broad and unrestricted access to all relevant documents and locations.

8.5. The Customer undertakes to immediately inform the Contractor in the event of any violation, suspected violation or any irregular situation that is contrary to applicable legislation on combating and preventing money laundering, terrorist financing and corruption, as well as such as international agreements and conventions that regulate the subject.

CLAUSE IX

Effectiveness and Termination

9.1. This Contract comes into force when the Customer carries out, for the first time, a Payment Method Transaction using the systems provided by the Contractor or, as the case may be, uses, for the first time, the services provided by the Contractor, provided that the Contract shall remain in force for an indefinite period of time, and may be terminated at any time by the Customer and without incurring any burden or penalty, except for compliance with contractual obligations still outstanding, with 30 (thirty) days' prior notice. The Contractor may, at any time, terminate this Contract and any of its Annexes, immediately and regardless of judicial or extrajudicial notification or formal request, and the Contractor shall make its best efforts to notify the Customer in advance of such termination.

9.2. However, this Contract may be immediately terminated by the Contractor, without prejudice to the compensation of Losses owed by the Customer that may be incurred under the terms of this Contract, in the following cases:

- (i) Infringement or attempted infringement by the Customer of any of the clauses, terms or conditions of this Contract and its Annexes, as well as any requests or recommendations made by the Contractor;

- (ii) Verification of suspicion or practice of fraud or other illegal activities by the Customer;
- (iii) Determination of payment arrangement creators and/or relevant authorities;
- (iv) Carrying out activities considered illegal or illicit by the Customer;
- (v) Declaration of bankruptcy, granting of a request for in-court reorganization or proposition of an out-of-court reorganization or similar procedure, declaration of insolvency of the Customer and/or occurrence of any act or fact that demonstrates, at the Contractor's sole discretion, the Customer's inability to honor its obligations with the Contractor or third parties;
- (vi) Deadlock between the Parties in defining adjustments or changes to this Contract;
- (vii) Change in corporate control, direct or indirect, or in the Customer's management and occurrence of acquisition, merger, spin-off or any other corporate reorganization, without the prior written consent of the Contractor;
- (viii) Improper use of the Contractor's Distinctive Signs that causes or may cause damage to the Contractor's image, the Brands and the Pix brand exclusively owned by the Central Bank of Brazil, without prejudice to the adoption of appropriate legal measures;
- (ix) Changes in the legal or regulatory standards applicable to the purpose of this Contract and/or the Contractor's operating market or any fact that substantially changes the procedures or rules object of this Contract, the Customer's ability to honor the obligations assumed with the Contractor and /or the economic-financial balance of this Contract; and
- (x) If the Customer, without the Contractor's authorization, assigns, transfers, lends or delivers to third parties the equipment or materials received from the Contractor under this Contract, or uses such materials or equipment in violation of the specifications established by the Contractor.

9.3. The termination of the Contract does not exempt the Parties from full and unrestricted

compliance with all obligations arising herefrom.

9.4. The provisions of Clauses 4, 6, 8, 9, 12 and 13 shall survive in the event of rescission or termination of the Contract.

CLAUSE X

Amendments to the Contract

10.1. The Contractor, by any means of transmission or communication or even by making it available on its website, may change, add or include Clauses or conditions of this Contract and/or Annexes, upon information to the Customer.

10.2. During the term of this Contract, the Customer may receive electronic messages from the Contractor, in order to ensure contractual execution, such as notices related to contractual changes, technology updates, among others. These messages shall not be considered unwanted, abusive, spam, or e-mail marketing, given that their purpose is to keep the Customer informed regarding their contractual relationship with the Contractor.

10.3. This Contract (including all its Annexes) constitutes the sole and entire contract between the Contractor and the Customer, and replaces, including, but not only, the entire content of the Commercial Transaction Payments Solution Contract, registered with the 4th Registry Office of Titles and Deeds and Civil Registry of Legal Entities of the City and State of São Paulo, as well as the respective changes and/or addenda.

10.4. This Contract, duly registered with a relevant notary public, comes into force on the date of its registration and, on this date, terminates and automatically renders void the Commercial Transaction Payments Solution Contract mentioned in Clause 11.3 above.

CLAUSE XI

Indemnity

11.1. The Customer undertakes, irrevocably and irreversibly, to defend, indemnify and hold the Contractor harmless in relation to any and all Losses arising from an act or fact that the Customer has caused, regardless of fault or willful misconduct, as a result: (i) of any inaccuracy or falsity of statements made by the Customer in this Contract, or any breach of such statements; (ii) non-compliance, partially or totally, with any obligations

or agreements of the Customer contained in this Contract and/or applicable legislation and regulations; (iii) the provision of incorrect or incomplete information that served as a basis for the Contractor to perform its obligations under this Contract; and (iv) loss caused to a third party. The provisions of this Clause shall survive in the event of termination of this Contract, including, but not only, until all administrative and judicial negotiations and processes in progress at the time of termination are concluded, leading up to a final and decision declared *res judicata* in case of legal proceedings.

11.3. If the Contractor is notified in writing regarding a pre-litigation claim, administrative procedure or legal action initiated by a third party due to an act or fact carried out by the Customer, the Contractor shall inform the Customer of the terms of the notification received.

11.4. The Customer shall indemnify the Contractor for all expenses incurred in its defense, including legal fees, without prejudice to indemnifying it for any Losses arising from the complaint, administrative procedure or legal action.

11.5. Each Party shall bear the expenses and labor and social security obligations relating to its employees, agents or representatives.

11.6. This Contract does not create a labor relationship between each Party and the professionals designated by the other Party to carry out the purpose of the Contract, whether they are employees, and the Party responsible for the designation is responsible for (a) the management and supervision of these professionals and (b) for compliance with labor, tax or social security obligations, including those relating to occupational safety and hygiene. Likewise, this Contract does not create an employment relationship between any Party and any employee or service provider of the other Party.

11.6.1. The responsibility mentioned in Clause 12.6 above shall continue, including in the event of recognition of an employment relationship between any of these professionals with the other Party, for any reason.

11.7. If the solutions and services provided by the Contractor respond in an unexpected way and suffer interruptions, delays or errors, without the Contractor being able to control such factors (e.g., cases of errors or interruptions caused by operational failures or by Brands in question, including, but not only, Issuers, Accreditors, Domicile Institutions, processors, clearing and settlement chambers, financial agents and financial institutions),

the Contractor, without prejudice to acting with diligence to keep the solutions and services made available functioning correctly, shall not be responsible in no way for such interruptions, delays and errors, as well as for any damages alleged by Customer related to such interruptions, delays and errors. The Customer hereby irrevocably and irreversibly expressly agrees that there shall be no compensation in this case.

CLAUSE XII

General Provisions

12.1. Tolerance or omission by either Party does not imply waiver, forgiveness, novation or change to what was agreed herein, as well as the giving up of demanding compliance with the provisions contained herein or the right to request in the future the full execution of each of the obligations established in this Contract.

12.2. If any provision of this Contract is declared or considered illegal, unenforceable or void, both Parties shall be released from fulfilling their obligations under such provision, but only to the extent that such provision is illegal, unenforceable or void. In the event of the foregoing herein, the Parties, by mutual agreement, shall amend this Contract, modifying said provision, to the extent necessary to make it legal and enforceable, at the same time preserving its objective, or if this is not possible, replacing it by another provision that is legal and enforceable, and that achieves the same objective.

12.3. The Parties shall not be responsible for any failures, interruptions or delays in the fulfillment of their obligations, when arising from unforeseeable circumstances or force majeure, which exclude liability under article 393 of the Civil Code, including, among others, governmental acts, limitations imposed by the Public Authorities, interruption in the provision of services under government license, authorization, permission or concession (supply of electrical energy and telephone services, operations of telecommunications service operators interconnected to the Customer and Contractor's network, among others), catastrophes, strikes, disturbances of public order and other events of the same nature.

12.4. This Contract, together with all its Annexes, constitutes the entire agreement between the Parties with respect to its purpose and replaces in all aspects all proposals, negotiations, discussions and prior understandings between the Parties with respect to the purpose of this Contract.

12.5. The conditions of this Contract are binding upon the Parties and their successors in any capacity.

12.6. The Contractor may assign or transfer, in whole or in part, its rights and obligations arising herefrom to companies belonging to its economic group, or any third parties, regardless of consent, communication or notice to the Customer. The Customer's rights and obligations set out in this Contract may not be assigned or transferred, in whole or in part, directly or indirectly, without the Contractor's prior written consent, under penalty of immediate termination hereof.

12.7. Under this Contract, no corporate, labor or employment relationship is established between the Parties, with each Party bearing the exclusive responsibility of all expenses incurred with their employees, agents, contractors and subcontractors, including charges arising from current legislation, whether labor, social security, insurance or any other. The relationship between the Parties deals solely and exclusively with the purpose of this Agreement, and cannot, under any circumstances, be interpreted as a relationship of association, company in any capacity, employee-employer, supplier-consumer, or any other relationship manner other than that provided for herein.

12.8. In the event that the Customer presents debts or credits with companies that are part of the Contractor's economic group, the Customer hereby authorizes, in an express, irrevocable and irreversible manner, the compensation of the respective amounts, waiving, from now on, any questions arising from such compensation.

12.9. Taxes and contributions that are or shall be levied on the amounts paid to the Contractor and/or the Customer as a direct or indirect result of this Contract shall be borne by its taxpayer, as defined in the legislation that institutes and/or regulates said taxes and contributions.

12.10. Subject to the provisions hereof, the Parties recognize that the attribution of losses and damages, although due and determined in accordance with applicable law, shall not constitute sufficient compensation for non-compliance with the obligations provided for herein, and any Party may legally demand specific compliance with the unfulfilled obligation, including both the main and accessory obligations provided for in this Contract.

12.11. This Contract constitutes an out-of-court instrument, in accordance with article 784, item II et seq., of Law No. 13105, of March 16, 2015 (Civil Procedure Code).

12.12. This instrument shall be governed and interpreted in accordance with the Laws of the Federative Republic of Brazil.

12.13. The Court of the District of São Paulo, State of São Paulo, are hereby appointed by the Parties as the sole relevant authority for the interpretation of clauses or settlement of any dispute arising herefrom, with the exclusion of any other, no matter how privileged it may be.

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ANNEX I TO THE GENERAL TERMS OF CONTRACTING PAYMENT PRODUCTS AND SERVICES

Through this Annex I, the terms defined herein in capital letters shall be applicable to the Contract and all its Annexes.

DEFINITIONS AND INTERPRETATIONS

"Affiliates" means all companies that are part of the Contractor's economic group, and/or the Contractor's strategic partners and any subcontractors.

"Financial Agenda" means the list of Customer's debits and credits relating to Payment Method Transactions.

"Payment Arrangement" means the set of rules and procedures established by Brand that allow the provision of payment services to the general public through the relationship between Issuers, Contractor, Domestic Institutions and Accreditors.

"Central Bank" means the Central Bank of Brazil.

"Brand" means the creators of Payment Arrangements, holders of property rights and franchisors of their brands and responsible for managing and organizing the rules of the payment services managed by them.

"Cancellation of Transaction" means the process in which the Customer requests the Contractor to cancel a Transaction with a Payment method that has already been processed.

"Card" or "Cards" means identification and/or payment instruments, physical or virtual, made available by Issuers, for the personal and non-transferable use of Holders and accepted by establishments authorized by the Contractor.

"Customer Service" means the communication channels made available by the Contractor to meet all the Customer's needs.

"Account" means the prepaid payment account held by a Customer and opened with Dlocal.

"Alias Account" means the payment account in the name and ownership of the Customer with Dlocal at Dock or BV, both institutions authorized by the Central Bank (COMPE Dock code: no. 301 and COMPE BV code: no. 355).

"Purchase Dispute" or "Chargeback" means the process of charging back a Transaction with a Payment Method, upon dispute by the Holder, the Brand or the Issuer, in accordance with the rules and deadlines defined by the Brands and/or Accreditors.

"Accreditor" or "Accreditors" means the accrediting payment institution, which provides accreditation services for commercial establishments and participates in the settlement process of payment transactions, in accordance with Central Bank regulations.

"Business Days" or "Business Day" means any day other than a Saturday, Sunday or declared national holiday.

"Issuer" means payment or financial institutions, national or foreign, authorized by the Brands to issue and grant Cards and/or make Products available, for use in Brazil and/or abroad.

"Confidential Information" means any and all information, whether verbal, written, printed or electronic, of any nature, that may be understood as confidential, whether classified as confidential or not, including, but not only, any information regarding transactions carried out, any information or conditions arising from the transactions or generated from such

transactions or established in the Contract, technology used by the Parties, as well as technical procedures, business processes, including financial strategies and information security policies of the Parties, which may take the form of documents, technical specifications, know-how, patents, data, drawings, plans, process flowcharts, photographs, databases, hardware, software, in addition to descriptions, presentations and observations made orally.

“Domicile Institution” means financial or payment institution participating in the Payment Arrangement holding a demand deposit or payment account of the Customer's choice for ordinary credit of its receipts authorized under the Payment Arrangement, provided that the Domicile Institution of the Customer can be the Contractor itself.

“IPCA/FGV” means the Consumer Price Index, published by the Getúlio Vargas Foundation or another that may replace it.

“Virtual Store” means commercial establishments that offer their products and/or services within the scope of the Customer's Marketplace platform.

“Marketplace” means technological platform maintained and managed by the Customer, under its exclusive responsibility, which provides all the conditions so that Virtual Stores can offer their products and/or services to Holders. It is synonymous with virtual shopping.

“Payment Methods” means physical or electronic instruments with payment functions, accepted or that shall be accepted by the Contractor at any time.

“Loss” means any and all losses, obligations, demands, liabilities, requirements, constraints, damages, fines, penalties, losses, liens, disbursements, costs or expenses, including direct damages, indirect damages, consequential damages, moral damages and/or lost profits, legal and other specialist fees, loss of suit funds, as well as legal costs or any interest, whether already materialized or future, incurred by the Contractor and/or third parties, arising, directly or indirectly, from the purpose of the Contract and/ or Annex, as well as non-compliance with obligations assumed by the Customer towards third parties or within the scope of its activity, including after the expiry of the term of the Contract and/or Annex, including, without limitation, those arising from fines, penalties, complaints, administrative proceedings, extrajudicial and judicial proceedings filed by third parties and/or caused by an act originating from Customers, regardless of fault or intent.

"Pix" means the payment arrangement established by the Central Bank that regulates the provision of payment services related to Payment Transactions Instant and the Instant Payment Transaction itself within the scope of the respective payment arrangement.

"Holders" means natural persons or representatives of legal entities, holders of Cards and/or other Payment Methods, authorized to carry out Transactions using Payment Methods.

"Products" means any and all products or services made available or that shall be made available by the Contractor, whose characteristics, specifications and conditions of use and acceptance, determined by the Contractor and accepted by the Customer, are established in the Contract and/or Annexes.

"Receivables" means present or future credit rights relating to payment obligations of payment institutions, such as the Contractor, or other institutions that act as accreditors or sub-accreditors, to the Customer, constituted within the scope of the Payment Arrangement.

"Registration Agent" means the entity authorized by the Central Bank of Brazil to register Receivables and other financial assets.

"Advance Receipt of the Net Amount (RAVL)" means, for the Customer (i) the advance receipt of the Net Amount relating to Payment Method Transactions; and for the Contractor, (ii) the prepayment of obligations arising from Payment Method Transactions authorized by the Issuers of the Net Value related to Payment Method Transactions.

"Compensation" means any and all payments made by the Customer to the Contractor, in national currency, for the services provided, including any fees or tariffs defined in the other Annexes.

"Sub-accreditor" means participant in the Payment Arrangement that enables the receiving end user to accept a payment instrument made available by the Issuer, but that does not participate in the Transaction settlement process as a creditor to the Issuer.

"Transaction with Payment Method" means any and all acquisition of goods or contracting for the provision of services carried out by a Holder vis-à-vis the Customer, in person (in the physical environment) or non-face-to-face (in the digital environment), submitted and

processed electronically by the Contractor through the use of a Payment Method.

"Contribution Transaction" means any and all operations involving the contribution of resources in Brazilian reais stored in the Account.

"Instant Payment Transaction" means any and all instant payment transactions, including, but not only, transactions carried out through Pix, between a deposit account and/or prepaid payment account with any financial institution or payment institution authorized to receive and make such payments.

"Transaction between Pagar.me Accounts" means any and all transactions carried out from a Customer's Pagar.me Account and intended for another Customer's Pagar.me Account.

"Transaction for Differentiated Accounts" means any and all transactions carried out from a Customer's Pagar.me Account intended (i) for a current account of different ownership, maintained with a financial institution located in Brazil, or (ii) to a payment account with different ownership, maintained with a payment institution located in Brazil.

"Gross Value" means the total value of Payment Method Transactions carried out by the Customer before deducting the Remuneration and any other discounts due to the Contractor under the Contract and/or Annex.

"Net Value" means the amount to be credited to the Customer corresponding to the Gross Value, after deducting the Compensation and any discounts due to the Contractor provided for in this Contract and/or Annex.