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Index

1. Introduction and Objectives
2. Scope and Users
3. Terms and Definitions
4. Directives
 - 4.1. Social Responsibility
 - 4.2. Health, safety and environmental sustainability
 - 4.3. Business integrity
 - 4.4. Business Continuity
 - 4.5. Confidentiality and Information Security
 - 4.6. Personal Data Privacy and Protection
 - 4.7. Intellectual Property
 - 4.8. Right to Audit
 - 4.9. Subcontracting
 - 4.10. Partner's Responsibility
 - 4.11. General Provisions
5. Normative references
6. Support Documentation



1. Introduction and Objectives

EBANX aims to foster the highest ethical values in its activities, including when choosing its business partners. Therefore, EBANX expects its partners to also share and incorporate EBANX's values and commitment to integrity in their relationships.

The EBANX Providers and Partnership Standard (the "Standard") seeks to reiterate the fundamental pillars and defines the minimum conditions that EBANX requires from its Partners to comply with in the exercise of the commercial relationship with EBANX, given that its non-compliance may generate direct repercussions on the Partner's ability to work with EBANX.

Acceptance of the conditions set forth herein is a prerequisite for all contracts entered into with EBANX. Therefore, the Partner affirms its commitment that its entire relationship will be subject to the provisions of this Standard, and thus, by accepting and entering into a Contract or creating any partnership and/or business relationship with EBANX, these provisions will be automatically incorporated as an integral and inseparable part of the Contract.

2. Scope and Users

This document is addressed to all Partners that maintain a commercial relationship with the EBANX group and applies in any and all locations where EBANX or the Partner is located or that the services or supply are provided, whether in Brazil or abroad.

This Standard applies to all Contracts where EBANX:

- i. appears as a contracting party to a Partner;
- ii. liability is attributed to EBANX, whether financial or not, such as Confidentiality, Data Processing, Sponsorships, Donations, Partnerships, Covenants, Terms, Agreements, Debt Confessions, Memoranda of Understanding, Bank Agreements, Trial Letter, among others.

This Standard does not apply to:

- i. operational contracts in which EBANX acts as a contractor (service provider), such as contracts with merchants and acquirers;
- ii. corporate contracts and contracts related to M&A;
- iii. employment contracts.

3. Terms and Definitions

Aside from terms and definitions set forth throughout this Standard, the following terms have the following definition:

- **Affiliate:** comprises the companies, as well as any other legal entity that: (i) is, directly or indirectly, controlled by EBANX or the Partner; (ii) controls, directly or indirectly, EBANX or the Partner; (iii)

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is under common control of EBANX or the Partner; and/or (iv) is an affiliate, subsidiary, or in any way part of the same economic group of EBANX or the economic group of the Partner.

- Control: the power to direct or determine the direction of a company's management and policies and to appoint a majority of the company's management members.
- Public Agent: individuals who exercise a mandate, position, employment or role in any of the Powers of national or local government, foreign governments or international organizations, in addition to candidates for public office in all instances (federal, state or municipal) and employees of state-owned companies, municipalities and foundations.
- Employment Contract: Contracts that generate an employment relationship, according to the Consolidation of Labor Laws (CLT) and also the Contracts made with trainees and apprentices in the case of Brazil, or any other local legislation on the applicable matter.
- Contracts or Partnership: any formal or verbal agreement that, regardless of its original nomenclature, establishes obligations between two or more parties, whether financial or not. For clarity, Contracts are considered to be any contracts, agreements, commercial proposals, memoranda, terms and conditions of use to be accepted online, and any document that by its nature has a contractual object and force.
- Personal Data: any information related to an identified or identifiable individual (for example: name, date of birth, ID, CPF, address, e-mail, phone, credit card number, geographic location, behavioral profile, IP address, cookies, etc.). The concept of Personal Data also includes Sensitive Personal Data.
- Sensitive Personal Data: Personal Data on racial or ethnic origin, religious beliefs, political opinion, union membership or organization of a religious, philosophical or political nature, data regarding health or sexual life, genetic or biometric data, when linked to an individual, or any Personal Data that, due to its Processing by EBANX, allows Sensitive Personal Data to be disclosed.
- EBANX: comprises any company of the EBANX economic group with which the Partner will have a commercial relationship, and/or any of its Affiliates.
- Confidential Information: includes, without limitation, all data, technical and commercial specifications, operational, economic, legal information, know-how, documents, drawings, plans, floor plans and conceptions, diagrams or tables, photos, data files and other information of one of the Parties in any format or representation, regardless of the indication of "confidential".
- Partner: individual or legal entity that (i) will provide any services to EBANX; or (ii) will supply, habitually or not, materials, products of any nature or equipment to EBANX; or (iii) will maintain a contractual relationship with EBANX, within the scope specified in item 2 above.
- KYP: Partner verification procedure performed by EBANX's Compliance team, which stands for "Know Your Partner".
- Anti-Corruption Legislation: any and all legislation or regulations relating to combating and preventing money laundering, corruption, financial crimes, and terrorism, including without limitation, Brazilian Law no. 12.846 or Law no. 9.613/1998, the U.S. Foreign Corrupt Practices Act (the US law relating to corrupt practices abroad) and the UK Bribery Act, among others.
- Data Protection Legislation: any and all legislation or regulations regarding privacy and data protection applicable to the Contract and the business relationship with EBANX, including without limitation, Brazilian Law 13.709/2018 (General Data Protection Act - LGPD), the General Data Protection Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), Argentine Law 25.326 (Argentine Personal Data Protection Act), among others.
- M&A: Mergers and Acquisitions.
- Standard: this Supply and Partnership Standard.
- Security Incident: any confirmed adverse event that compromises the confidentiality, integrity, or availability of data.
- Parties: means EBANX and the Partner, together.
- Representatives: means any of the partners, directors, agents, employees, and other persons representing one of the Parties.
- Processing: any operation/process with Personal Data such as the collection, production, receiving, classification, use, access, reproduction, transmission, distribution, processing,



archiving, storage, deletion, assessment or control of information, modification, communication, transfer, dissemination, or extraction.

4. Directives

4.1. Social responsibility

4.1.1. EBANX expects the Partner to respect and reiterate its commitment to social responsibility laws, promoting and encouraging the following principles, in its entire structure and business activity:

I. Combating forced labor, child labor or any exploitation: The Partner shall not tolerate, allow or condone slavery, servitude, forced, compulsory or involuntary labor analogous to slavery, child labor, as well as any exploitation and trafficking of human beings in any process or productive chain of its activities.

II. Freedom of Association and Collective Bargaining: The Partner must ensure its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations.

III. Labor Relations: The Partner must ensure that the working conditions of its employees are in accordance with local labor laws applicable to its activities. EBANX expects the Partner to offer its employees fair working conditions, wages and benefits.

IV. Fair treatment: In no event will EBANX tolerate it, and thus, the Partner must, at all times, exercise its activity with dignity, respect and integrity towards its employees, third parties, providers and other partners, and provide treatment free of hostile and inhuman acts, abuse, intimidation, threat or harassment, whether physical, sexual or verbal.

V. Respect for diversity and non-discrimination: The Partner may never adopt discriminatory recruitment or hiring practices based on race, color, religion, sex, age, physical fitness, national ancestry, sexual orientation, political affiliation, union membership, medical examinations or marital status. Any discriminatory treatment is considered unacceptable by EBANX.

4.1.2. The Partner must comply with the aforementioned principles, as well as require that such measures be adopted in its relationships with its own partners.

4.1.3. The Partner must submit, whenever reasonably requested by EBANX, the nominal list of its employees directly related to the services provided to EBANX, accompanied by documentation evidencing Partner's compliance with its labor obligations, including social security contributions and FGTS deposits or similar, with its employees.

4.1.4. The Partner acknowledges and declares that in no moment will the relationship between the Parties imply a relationship or employment relationship between the Partner's Representatives and EBANX, which will remain free and clear of any responsibilities and / or obligations in relation to these.

4.2. Health, safety and environmental sustainability

4.2.1. EBANX is committed to a safe and hazard-free work environment and expects the Partner to take all necessary measures to prevent occupational diseases and accidents in the workplace, ensuring that its work environment is built and maintained in accordance with applicable regulations and legislation in force.

4.2.2. The Partner will and warrants to use, in the execution of its activities, only its in-house and qualified personnel, i.e., previously trained and qualified employees who have the necessary knowledge and certifications to do the work and is therefore fully responsible for all burdens and charges arising from these contracts, assuming, therefore, all responsibility for complying with the requirements imposed by the applicable legal provisions, as well as for any replacements of personnel that may be necessary.

4.2.2.1. It is Partner's responsibility to present specific documentation for activities that require proof of professional training and/or special training, such as: electricians, vehicle operators, special machinery and equipment, welders, confined space workers, working at heights, security guards, among others.

4.2.3. During the execution of its activities, if on the premises of EBANX, the Partner undertakes to:

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- I. comply with all instructions and guidelines of EBANX's teams, regarding safety rules, priority criteria and procedures to be followed, acting with diligence and zeal;
- II. maintain strict use of the identification badges supplied by EBANX, which must be returned upon termination of the services provided or when the employees leave EBANX's premises;
- III. provide and replace whenever necessary to its employees, free of charge, all PPE necessary to safely perform activities, in good condition and cleanliness, as well as ensure and supervise as to its proper use in accordance with applicable legislation;
- IV. when in possession of materials, equipment, tools, among others owned by EBANX or assigned by it, or when accessing EBANX's facilities, be responsible for the correct use, storage and conservation of all items provided by EBANX, reimbursing any losses, damages or depreciations;
- V. immediately notify EBANX of any and all incidents or accidents that occurred during the provision of services, for the purpose of assessing the injured person, registration, investigation and establishment of corrective and preventive measures;
- VI. maintain its administrative and operational facilities on the premises of EBANX in good condition of organization, order, conservation, hygiene, cleanliness and safety, according to the standard established by EBANX;
- VII. once the activities have been carried out, clean the area correctly disposing of all waste and leftover materials, as well as remove used equipment, and, upon request by EBANX, prove compliance of such.

4.2.4. EBANX requires Partner to comply with all environmental requirements legally applicable to its activities, and prove the continuous improvement of its environmental performance.

4.2.5 The Partner will make every effort to obtain, keep up to date and closely follow the guidelines regarding the reporting of all required safety issues and environmental licenses, ensuring that the records are always in compliance with legal requirements and EBANX's Policies on the subject.

4.3. Business integrity

4.3.1 Prevention of Corruption and Money Laundering

4.3.1.1. EBANX does not tolerate the practice of any form of bribery, corruption, money laundering crimes, and thus, the Partner, by itself and its Representatives, undertakes to:

- I. repudiate and not allow any action related, directly or indirectly, to the business relationship with EBANX that may constitute an act of corruption or money laundering as provided for in the applicable Anti-Corruption Legislation;
- II. adopt all compliance measures and training programs aimed at preventing corruption and money laundering, as well as adhere to the practices and guidelines of EBANX's Integrity Program, Code of Conduct and related EBANX's policies ; and
- III. immediately notify EBANX if Partner becomes aware or suspects of any conduct that may constitute bribery or corruption related to any stage of execution of the Contract and its commercial relationship with EBANX.

4.3.1.2. The Partner declares, by itself and its Representatives, that:

- I. it has not provided nor will it provide any kind of benefit or advantage to any public or governmental authorities for the purpose of influencing any administrative act, or any undue advantage, relating to the Contract with EBANX or not;
- II. it has not interacted or will not interact with any public or governmental authorities, whether on its behalf, or on behalf of EBANX, or to obtain any benefit or advantage in favor of itself or EBANX.

4.3.1.3 The Partner undertakes to send to EBANX at the beginning of its partnership or whenever requested by EBANX, the necessary documents of its company, as well as of its Representatives, partners and shareholders, for the purposes of EBANX's KYP procedure.

4.3.2 Public Agents

4.3.2.1. EBANX reserves the right to request, at any time, that the Partner inform the existence of a partner, shareholder or Representative who is a Public Agent, a relative of Public Agents or advisors to Public

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Agents. If after the start of the partnership with EBANX there is an entry of partners or shareholders who are Public Agents or relatives of Public Agents, the Partner must immediately report such situation to EBANX.

4.3.2.2. In the event that the Partner has a relationship with public agencies, EBANX may, at its sole discretion, investigate and request documents that prove the suitability of the Partner's participation in bidding processes, the fact that it is not on government blocklists and that it has no relationship with Public Agents who are linked to scandals.

4.3.2.3. EBANX reserves the right to request the Partner, at any time during the period of the partnership, to send the documents of the Politically Exposed Persons ("PEPs"), as well as statements that these persons occupy positions or are shareholders of the Partner.

4.3.3 Conflict of interest

4.3.3.1 EBANX requires the Partner to observe and report the existence of employees, partners and shareholders or EBANX Representatives who work or have an equity interest in the Partner's companies. Any party who is aware of this relationship is obliged to communicate this fact.

4.3.3.2 If the Partner has an employee or shareholder who has a friendship, affinity or family relationship with an EBANX Representative, the Partner must inform EBANX, especially if the relationship is with the Representative who requested the hiring or any Representative who works in a sensitive area in the hiring process.

4.3.4 Regularity

4.3.4.1 EBANX requires Partner to comply with all applicable ethical trade laws and regulations in the countries from which its raw materials and inputs are sourced, produced and used in the partnership with EBANX. The Partner must preserve transparent and up-to-date file folders, books and records in order to prove its compliance with such standards.

4.3.4.2. EBANX requires and the Partner declares that it has all the authorizations and qualification titles necessary to perform the object of the Contract, such as permits, licenses, survey records and professional authorizations, and warrants that it will comply with all legal and regulatory rules applicable to its activities, whose non-compliance will be its sole responsibility.

4.3.4.3 If requested by EBANX in writing, the Partner undertakes to send a copy of said authorizations and updated certifications in order for EBANX to assess the Partner's ability to provide or continue to comply with its contractual obligations.

4.4. Business Continuity

4.4.1. In connection with the execution of contracts for the continued provision of services related to operations essential to the activities developed by EBANX, including but not limited to payment processing activities and the storage and transmission of sensitive customer data, EBANX requires the Partner to have a Business Continuity Plan. Partner shall provide information about this plan whenever requested by EBANX.

4.4.2. The Partner must ensure provisions for emergency use of systems, equipment, facilities, personnel and basic inputs to its operation and maintain an active and up-to-date Business Continuity Plan containing:

- I. a factual description of situations in which its Business Continuity Plan should be activated;
- II. minimum operational level to be practiced during the period of its Business Continuity Plan;
- III. minimum periodicity of testing and updating of its Business Continuity Plan at least once every 12 (twelve) months;
- IV. indication of those responsible for communicating the activation of the Business Continuity Plan to EBANX.

4.4.3. In the event of interruptions not previously informed to EBANX, the Partner must take all appropriate measures to resume the affected operations and minimize the impacts eventually caused to EBANX, bearing all costs arising from such interruption.



4.5. Confidentiality and Information Security

4.5.1. The Partner undertakes to maintain absolute secrecy about all information assets of EBANX, which the Partner or its Representatives and Affiliates come to know by virtue of the commercial relationship between the Parties, regardless of whether it expressly states that such information is confidential or not.

4.5.1.1 Confidential Information will not be considered as confidential if it (i) was already in the public domain at the time it was received, or becomes public domain without violating the obligations assumed, (ii) becomes known to the Parties in a non-confidential manner, received from third parties, without violating any of the obligations assumed herein and without any confidential nature, (iii) whose disclosure is authorized in writing by the other Party, and (iv) whose disclosure is required by law, regulation or administrative, judicial or arbitral decision, provided that the requested Party notifies the other Party, within 10 (ten) days after receiving the request, and only discloses the information strictly necessary to comply with such determination.

4.5.2 In the event that the partnership is based on software development or if, as a result of the partnership, the Partner has any access to EBANX's systems and internal technological environments, the Partner must ensure that the professionals linked to it and involved in the Partnership have the necessary knowledge and certifications to ensure the security of EBANX's information.

4.5.2.1. This knowledge and certifications must include, but not be limited to:

- I. Secure code writing techniques that enable professionals to avoid common vulnerabilities in their code that could lead to information Security Incidents.
- II. Proof of the necessary training to be given to professionals linked to the Partner, covering the rules of the OWASP Top 10.
- III. The Partner that enters into formal contracts with EBANX must commit to the training program for third parties, made available by EBANX on its own platform.

4.5.2.2 Such certifications and training must be renewed annually, and the Partner, whenever required by EBANX, must send the updated certificate(s) of each professional, within 05 (five) calendar days after the request was sent.

4.5.2.3 Professionals and Partners who do not have the required certification or who do not have their certification sent to EBANX in due time, must, if required by EBANX, be replaced immediately.

4.5.3. The Partner, when dealing with Confidential Information or having access to technological resources maintained or owned by EBANX, undertakes, by itself and its Representatives and Affiliates, under penalty of breach of contract, to:

- I. not use or copy any Confidential Information, under any circumstances, manner and purpose, unless expressly authorized in writing by EBANX;
- II. adopt the best practices, processes, controls, internal structures available in the market related to information security management, such as ISO/IEC 27001 certifications and the like, in addition to the guidelines for maintaining the confidentiality, integrity and availability of Confidential Information provided for in EBANX's Information Security Policy.
- III. conduct regular training (at least annually) in awareness and compliance regarding information management and security for its Representatives and all those involved in the provision of services;
- IV. immediately notify EBANX of any unauthorized use or disclosure of Confidential Information that it becomes aware of, and send a report describing the Confidential Information subject to the violation, cooperating to implement the necessary measures to remedy or remedy said unauthorized use or disclosure, without prejudice to liability for the occurrence;

4.5.4. The duty of confidentiality will last throughout the commercial relationship with EBANX, and also for a period of 05 (five) years after the expiration or termination of the Contract, for any reason. All obligations related to the processing of Personal Data must last until the definitive deletion or anonymization of such data.

4.5.5. The Partner must send to EBANX, at the beginning of its partnership or whenever requested by EBANX, the documents and evidence necessary to prove the existence of information security, cybersecurity, cloud security, privacy and data protection controls, of the Partner's organization, as well as its service providers or processors, for the purpose of EBANX's KYP procedure;



4.5.6. The Partner must comply with the requirements established by the Information Security Policy for Third Parties, ensuring that the technological resources made available to Partner are used only for the purposes approved by EBANX.

4.6. Personal Data Privacy and Protection

4.6.1. The Parties undertake to warrant and ensure proper Personal Data Processing during the commercial relationship with EBANX, in accordance with the applicable Data Protection Legislation and the other requirements and principles of privacy and data protection, especially with regard to the need, adequacy and purpose of Personal Data Processing for the context of the contract.

4.6.2. In relation to Personal Data processed due to the commercial relationship with EBANX, the Partner undertakes to:

- I. only process the minimum Personal Data necessary to comply with the Contract or to comply with EBANX's instructions, provided that it complies with Data Protection Legislation;
- II. fill out the assessment questionnaires sent by EBANX, which may be sent via system to the Partner's manager, before the start of projects or the negotiation and signing of the contract when Personal Data is Processed;
- III. timely inform EBANX if, in Partner's opinion, a processing instruction violates applicable regulation or legislation, by means of communication to the email address privacy@ebanx.com;
- IV. maintain the record of all processing operations, assigning the appropriate legal bases, in addition to maintaining internal privacy and data protection policies and rules;
- V. inform EBANX about the purposes and grounds under which it will process Personal Data;
- VI. have or implement internal policies that instruct the Partner's Representatives and employees to keep EBANX's Personal Data confidential and to respect the Partner's technical and organizational measures established to protect EBANX's Personal Data;
- VII. treat all Personal Data to which it may have access during the commercial relationship with EBANX as confidential, treating it with the same level of security that it treats its own data and confidential information, for the purpose of protecting it against any damage, loss, alteration, destruction or use, access or unauthorized processing, as well as ensuring the integrity, confidentiality and availability of the Personal Data subject to its processing;
- VIII. return, delete or anonymize, as instructed by EBANX, the Personal Data processed after the relationship with EBANX is terminated, provided that there is no legal provision that requires the retention of said Personal Data;
- IX. inform EBANX about any subcontracting, if approved, and must enter into a service agreement with the same data protection and security obligations imposed by EBANX under this Standard;
- X. inform EBANX in advance of any intended changes regarding the addition or replacement of subcontractors in the processing of Personal Data;
- XI. only store Personal Data in countries that provide an adequate level of protection for Personal Data according to the Data Protection authorities or applicable legislation, or demonstrate that an adequate international transfer mechanism has been implemented;
- XII. refrain from transferring Personal Data to third parties, unless provided for in the Contract or if authorized by EBANX, or when requested by a competent authority, in which case EBANX must be notified within 48 (forty-eight) hours after such request;
- XIII. refrain from marketing, in any case, Personal Data obtained and originated from the commercial relationship with EBANX;
- XIV. maintain an incident management plan involving Personal Data, and notify EBANX, within a period of up to 24 (twenty-four) hours, about any suspicion or Security Incident or breach that occurs in the Personal Data processing activity, implementing the necessary measures to prevent the breach from recurring so that EBANX can take the necessary measures;
- XV. not disclose any information about a Security Incident, unless expressly authorized to do so by EBANX, as controller, or required by determination of supervisory authorities or data protection laws and regulations;
- XVI. collaborate with EBANX to respond to any requests or demands from Personal Data subjects regarding the exercise of rights provided for in the applicable Data Protection Legislation, such as request for access, correction, alteration, updating, removal, blocking, deletion or portability of

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Personal Data or revocation of consent to the processing, as well as to respond to any requests from state bodies or authorities responsible for monitoring compliance with such legislation;

XVII. reject any requests for the disclosure of Personal Data that are not legally mandatory, and notify EBANX of any requests for disclosure of Personal Data, even if legally mandatory, as well as informing which Personal Data were disclosed, to whom and when;

XVIII. Implement technical and organizational measures to ensure an adequate level of protection for Personal Data, including protection of the data transmission process, aiming to ensure that Personal Data reaches its intended destinations; and

XIX. indemnify, defend and hold harmless EBANX against any and all liability, loss, claim, damage, compensation, fine, penalty and expense (including legal fees and costs arising from or related to any action, claim or allegation of third parties) arising from non-compliance of this Agreement and/or failure to comply with data protection laws and regulations.

4.6.3. All communication related to Privacy and Personal Data Protection must be made via email at privacy@ebanx.com.

4.7. Intellectual Property

4.7.1. The Partner declares, under its responsibility, that the intellectual property rights involved in or resulting from the partnership with EBANX do not violate the intellectual property of third parties.

4.7.2. Except as expressly provided otherwise in a specific contractual instrument, the Partner assigns to EBANX, on an exclusive, universal, total and definitive basis, the rights of any and all intellectual property resulting from the partnership between the Parties and the services provided by the Partner, its Representatives and/or Affiliates under the Contract, such as trademarks, insignia, logos, advertising creations and other intangible assets, and EBANX may, at its sole discretion and at any time, (a) make extensive use and reproduction thereof regardless of the form and means, (b) make the registrations and/or deposits of intellectual property rights with the competent bodies, reserving the right to widely defend them against third parties, (c) transfer them to its Affiliates

4.7.3 The Partner undertakes not to use, under any means, the name, logo or any other distinctive sign of EBANX without its prior and express authorization. In addition, all material that exposes the brand or related symbols of EBANX must be previously approved by EBANX. The Partner may not unduly or without authorization, use the brand or related symbols of EBANX, under penalty of non-compliance and breach of the Contract.

4.8. Right to Audit

4.8.1 For the purpose of ascertaining the faithful compliance with the Contract and this Standard, EBANX reserves the right to inspect and request the Partner, at any time, and the Partner undertakes, within a maximum period of 15 (fifteen) days of the request, to deliver the applicable documents in order to:

- I. prove compliance with all obligations of this Standard;
- II. prove tax, labor, social security, and/or corporate regularity of the Partner, and the identity of its Representatives directly involved in the provision of services, by sending registration or identification documents;
- III. assess the Partner's updated Business Continuity Plan;
- IV. respond to requirements of governmental and/or regulatory authorities, related to the execution of the Contract;
- V. investigate suspicions of breach of confidentiality of information, misappropriation, fraud and/or other commercial irregularities of a potentially criminal nature incurred during the Partner's business relationship with EBANX;
- VI. investigate and address relevant operational problems that affect the delivery of the object of the Contract and/or that may pose a threat to the continuity of EBANX's operations.

4.8.2 The Partner must maintain complete records relating to the activities performed throughout the period of the Contract for a period of 05 (five) years after the expiration or rescission of the Contract, for any reason.

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4.8.3. When applicable, the Partner agrees not to harm, in any way or at any time, the authority and capacity of any competent authority to exercise its supervisory function over EBANX, further agreeing to provide all necessary assistance for EBANX to comply in a timely manner with any request, order or instruction from such competent authority.

4.8.4. The Partner is also aware that, eventually and if applicable, EBANX may disclose the terms of this Standard and share details of the Partnership with any competent authority that so requests, under the terms of clause 4.5.1.1 of this standard when authorized.

4.8.5 The audit and/or inspection of the obligations provided for in this Standard does not imply, under any circumstances, in suspension or reduction of the obligations of the Partner, nor of its responsibility for any errors, failures or omissions.

4.9. Subcontracting

4.9.1 The Partner is prohibited from assigning, giving as a guarantee, subcontracting or transferring to third parties, in whole or in part, the rights and obligations arising from the Partnership, unless by means of a specific contractual instrument or prior and express written authorization from EBANX .

4.9.2 If the Partner is formally authorized by EBANX to subcontract part of its obligations to third parties, such subcontracting must occur under the exclusive and total responsibility of the Partner. The Partner must guarantee the execution of a written contract with its subcontractor whose obligations and rights are substantially similar to those contained in this Standard.

4.9.3 The Partner shall carry out an annual review of its subcontractors directly involved in the Partnership to ensure that such subcontractors have implemented appropriate organizational and technical conditions and safeguards to ensure compliance with their obligations. The Partner will timely provide to EBANX a list of all subcontractors used in the Partnership.

4.9.4 EBANX may oppose the use of a new subcontractor by the Partner by notifying the Partner in writing.

4.9.5 If EBANX objects to the appointment of a new subcontractor in accordance with the previous clause, the Partner will use reasonable efforts to make a change to the Partnership or services available to EBANX or recommend a commercially reasonable change to EBANX within thirty (30) days after receipt of written notice of objection from EBANX. If the Partner does not carry out the changes and measures as indicated in this clause, EBANX may terminate the Partnership without any charge or penalty, by simply notifying the Partner in writing.

4.9.6 The Partner will be exclusively and fully responsible for the acts and omissions of its subcontractors, completely exempting EBANX in this regard.

4.10. Partner's Responsibility

4.10.1. The Partner is solely responsible for:

- I. the existence, quality, state and quantity of the services provided, including being responsible for redoing, at its expense, any services that, at the discretion of EBANX, have been performed with errors or imperfections;
- II. ensuring that the products supplied and services provided by the Partner meet the quality and safety standards required by law.
- III. fulfilling obligations assumed by its Representatives before EBANX under the terms of this Standard;
- IV. fulfilling obligations assumed or inherent to its business before the competent authorities, including, but not limited to, liabilities of an accident, insurance, labor, social security, fiscal, tax and privacy and personal data protection that arise due to the relationship established with EBANX;
- V. payment of all federal, state and municipal taxes and tax, parafiscal, social security and labor contributions arising from the execution of the object of the Contract, as well as for the fulfillment of relevant ancillary obligations.

4.10.2. Regardless of the reason, if the Partner is unable to provide the services in the exact terms agreed upon in the Contract with EBANX, or if it is aware of any event or information that may negatively impact EBANX and its Affiliates in any sphere, the Partner must inform EBANX, in writing, within 48 (forty-eight)



hours after becoming aware of the event and/or information, under penalty of indemnifying EBANX for any losses that it may suffer for non-compliance with the duty to inform.

4.10.3. The Partner, by itself and its Representatives, undertakes to indemnify, defend and hold harmless EBANX, its Representatives and Affiliates, controlled and/or affiliates, in relation to damages arising from:

- I. breach of any obligation assumed in the Contract;
- II. any act, fact or omission of any nature attributable to the Partner or its Representatives and Affiliates, in any capacity;
- III. falsity or inaccuracy of the representations and warranties presented in the Contract;
- IV. non-compliance with current legislation;
- V. damages caused to third parties by action or omission by itself or its Representatives and Affiliates, of any origin or nature, including as a result of obligations assumed before third parties as a result of compliance with the Contract;
- VI. systemic error caused by failure or omission in the systems and processes of the Partner that causes damage to EBANX.

4.10.3.1. If EBANX is held liable in any of the above cases, the Partner must assume the liability for any legal or administrative actions, exempting EBANX from all implications involved. If it is not possible for the Partner to appear as a defendant, the Partner will indemnify EBANX for all costs incurred in the defense, such as attorney's fees, costs, legal expenses and condemnatory sentences, adjusted by the IGP-M.

4.10.3.2. Without prejudice to other commissions provided for in a specific contractual instrument, the default of the Partner to this Standard will give rise, regardless of action, notification or judicial or out-of-court interpellation, to the reparation of any and all damages caused to EBANX, direct or indirect, costs, losses and/or expenses (including court costs, judgments, convictions and attorney's fees), resulting from its non-compliance.

4.10.4 If EBANX, at its sole discretion in the analysis of the risk involved and the financial condition of the Partner, foresees a risk likely to assume jointly or severally any indemnities on behalf of the Partner, EBANX reserves the right to withhold, partially or totally, the credit and/or credit amounts of the CONTRACTOR arising from the relationship between the parties, for the period necessary for the effective determination, definitively, of the amount representing losses and damages to which EBANX is entitled.

4.11. General Provisions

4.11.1. If there is no express formalization as to the rescission rules between the parties, the parties may rescind the partnership in the following cases: (i) without cause, at any time, by simple written communication to the Partner, at least 30 (thirty) days in advance, without any burden, fine or indemnity, except for the fulfillment of outstanding obligations; or, without prejudice to the indemnities and fines that are applicable, in case of (ii) violation of this standard or the applicable legislation, provided that, in cases where regularization is possible, a communication is made granting a period of 48 (forty-eight) hours to remedy the failure and (iii) bankruptcy, judicial restructuring or dissolution of the other party;

4.11.2. In the event of rescission, for any reason, the Partner must, within 05 (five) days from the rescission date: (i) account for the services and the Contract; (ii) deliver any results of the Contract to EBANX; (iii) return to EBANX any information assets (e.g. documents, data, materials, computer assets) delivered as a result of the partnership or destroy them, as directed by EBANX; (iv) refund any amounts eventually paid by EBANX in advance that are related to consideration not provided by the Partner, until the time of rescission.

4.11.3. The clauses of this Standard that, by their nature, have a perennial nature, such as those relating to civil liability, right of recourse, duty of confidentiality, will remain effective even after the rescission or termination of the term of the partnership.

4.11.4. The Partner, by virtue of the partnership, may not issue collection bonds, negotiate, encumber, assign, discount or endorse foreign exchange bonds issued without prior agreement from EBANX. It will also not be allowed to discount securities with banks, factoring companies and/or transfer rights to third parties.

4.11.5. The Partner will not be empowered to enter into any contract or incur any expense or obligation of any kind, before third parties, on behalf of EBANX. The assignment made in disagreement with this clause will be null and void, and no such act will produce any effects.

Be there. Anywhere.



4.11.6 Unless expressly agreed upon between the parties, the Partner declares, for all purposes, that it did not need to make any type of investment to fulfill the Contract, declaring that it is equipped, apt, qualified and prepared to meet, immediately, all the terms and conditions of the contract.

4.11.7. Any omission or tolerance by either Party as to faithful compliance with the provisions of this Standard will not constitute novation, waiver or compromise, and will not affect the right of the Party to request them at any time.

4.11.8. In case of divergence between the provisions of the Standard and the Contract, the provisions of this Standard will prevail.

4.11.9. Any and all doubts and/or divergences arising from the Contract and the commercial relationship with EBANX will be settled by the competent court of the Judicial District of the headquarters of the contracting EBANX entity, excluding any other, however preferable it may be.

5. Normative references

- Code of Conduct;
- Anti-Money Laundering and Combating the Financing of Terrorism Policy;
- Anti-Bribery and Anti-Corruption Policy;
- Information Security Policy for Third Parties;
- Law no. 13.709/2018, of August 14, 2018 (General Data Protection Act - LGPD);
- General Data Protection Regulation (EU) 2016/679 (GDPR);
- Law no. 12.846, of August 1, 2013;
- Law no. 9.613/1998, of March 3, 1998;
- Convention no. 87 of the International Labour Organization on freedom of association and protection of the right to organize of July 09, 1948;
- Convention no. 138 of the International Labour Organization on the Minimum Age for Employment of June 26, 1973;
- Convention no. 182 of the International Labour Organization concerning the Prohibition of the Worst Forms of Work for Children and Immediate Action with a view to their Elimination, of June 17, 1999;
- Convention no. 29 of the International Labour Organization on Forced or Compulsory Labor of June 28, 1930;
- Convention no. 105 of the International Labour Organization concerning the Abolition of Forced Labor of June 25, 1957;
- Convention no. 181 of the International Labour Organization on Private Employment Agencies of June 19, 1997;
- Convention no. 111 of the International Labour Organization on Discrimination in Employment and Occupation of June 25, 1958.

6. Support Documentation

N/A