

## TERMS AND CONDITIONS OF USE:

These **Terms and Conditions of Use** (“**Agreement**” or “**Term**”) apply to the use of **Valeiot platform** (“**Service**” or “**Platform**”), product offered by the company **SIBIS LTDA** (“**Contracted Company**” or “**Contractor**”).

### 1. OF THE OBJECT:

1.1 The purpose of this document is to regulate the non-transferable and temporary use of the right to use the Valeiot Platform to the Contractor, in the form of Software as a Service.

1.2 When purchasing the Platform Service, the Contractor will have access to view, manage and store data from various devices with a low-code IoT platform, depending on the contracted Plan.

### 2. ACCEPTANCE:

2.1. This Term establishes obligations contracted freely and spontaneously, for a determined period, between the Contractor and the Contractor. There is no permanent contract between the parties.

2.2 When using the Platform, the Contractor acknowledges and agrees that he has read, understood and consents, freely and unequivocally, to all the provisions set out in these Terms and Conditions of Use. Whether while **direct customer of this** (“**Contractor**”) or how **consumer of Contractors** (“**Third Parties**” or “**End Customers**”).

2.3 When contracting one of the plans offered by the Contractor and/or using the Platform, even partially or as a test, the Contractor will be bound by these Terms and Conditions of Use, as well as Stripe's Terms of Service, expressing their full agreement with the terms and provisions of this document, including with regard to consent for the access, collection, use, storage and processing of your data and information, which the Contractor recognizes are necessary for the full execution of the functionalities offered by the Platform.

2.4 The Contractor declares to be aware that operations that correspond to the acceptance of these Terms and Conditions of Use, as well as the cancellation, termination and changes to these Terms and Conditions of Use, will be registered in the Contractor's databases, together with the date and time at which they were carried out by the Contractor, and such information may be used as evidence by the Contractor, regardless of compliance with any other formality.

2.5 Acceptance of this instrument is essential for access and use of any services provided by the Contractor. **If you do not agree with the provisions of this document, the Contractor must not use it.**

### 3. CHANGES AND UPDATES TO THE TERMS AND CONDITIONS OF USE:

3.1 The Contractor reserves the right to change and/or update, at any time and without the Contractor's prior consent, the clauses and conditions set out in these Terms and Conditions

of Use. In this case, the Contractor will be informed about the changes and/or updates of the Terms and Conditions of Use. If the Contractor continues to use the Platform, it will be understood that the new Terms and Conditions of Use have been accepted, binding the Contractor to the rights and obligations set forth therein. If there is no agreement, the Contractor must stop using the Platform immediately.

3.2 Notwithstanding the above, the Contractor will remain responsible for checking these Terms and/or contracts/policies that accompany them from time to time, to know their rights and obligations before using our Services, and to check whether variations have been made

#### **4. USE OF THE PLATFORM:**

4.1 Any service offered by the Contractor may only be used within the scope for which it was provided, with compliance with any and all relevant laws and regulations, including international ones when applicable, being a condition for access and use of the Service.

4.2 The Contractor will be responsible for all acts carried out on the Valeiot Platform, including being responsible for the acts of his subordinates or other people linked to him, being responsible for ensuring that they comply with these Terms and Conditions of Use in their entirety.

4.3 The Contractor will have access to the Platform through an individual and non-transferable login and password, over which the Contractor will have no interference, and the transfer, availability or any form of transfer of the Contractor's registration to third parties is expressly prohibited. Sharing the registration to the Platform will be the exclusive responsibility of the Contractor, with the Contractor being completely exempt from any duty to repair any damages caused as a result of acts carried out on the Platform through the Contractor's registration.

4.4 The Contractor undertakes to immediately notify the Contractor of any incident caused by the unauthorized use of their access data to the Platform.

4.5 The Contractor is responsible for granting access to the Platform only to people he trusts, who are qualified to act on his behalf.

4.6 The Contractor undertakes to use the Platform with lawful intent and purposes, observing the legal standards that regulate customer service, good faith and good customs, never promoting criminal and/or illicit activities in general or broadcasting on the Platform, or in services or Third Party Applications linked to it, any information or content that is threatening, obscene, indecent, offensive, pornographic, abusive, hateful, discriminatory of any nature, immoral, illegal, false, defamatory, scandalous, inflammatory, confidential, or otherwise any inconvenient nature, which constitutes or encourages attitudes considered offensive and/or criminal, which give rise to civil or criminal liability, which is in any way contrary to current laws or infringes the rights of third parties, which promotes hatred, and/ or that is harmful to the Platform, Consumers and/or third parties.

4.7 In addition to the provisions of the above clause, and the provisions of chapter 13, the Contractor or its end Customers shall not expressly:

I) copy, assign, sublicense, sell, lease or guarantee, reproduce, donate, dispose of in any way, transfer in whole or in part, under any modalities, provisionally or permanently, the Platform, as well as its modules, parts, manuals and any information and intellectual properties relating thereto;

II) remove or alter, totally or partially, the reservation of rights notices on the Platform and its documentation;

III) reverse engineer, decompile or disassemble the Platform or intellectual properties related to it;

IV) copy, distribute, transmit, publish, or in any other way modify and transfer the contents of the Platform.

4.8 At its sole discretion, the Contractor may exclude, disable, create limits on the use of the service, suspend, block, for a determined or indefinite period of time, without prior notice and/or compensation, the registration of any user due to the performance of acts that are considered offensive, which may violate or violate current legislation and/or these Terms and Conditions of Use.

4.9 The Contractors acknowledge and agree that they will only disclose to the Contracted Company information that they hold and guarantee all the power, title and authority to disclose and send such information. And that the use of such information in accordance with these Terms of Use will not expose the Contractor to any claim, liability or process.

## 5. **HIRING:**

5.1 To contract the services offered by the Contractor, the Contractor must complete the Initial Form on the Contractor's website and must choose one of the plans offered by the Contractor.

5.2 The Contractor will reserve the right, at any time, to include, modify or exclude the services and/or functionalities included in each plan offered by the Valeiot Platform, communicating to the Contractor about such change, which will only come into force from the next cycle of the Contractor's billing, according to the frequency of the contracted plan.

5.3 The start of the new billing cycle will result in automatic acceptance of the plan change by the Contractor.

5.4 The Contractor, by filling in his data in the Initial Form, expresses his full consent to the Contractor's Privacy Policy, as well as authorizing the Contractor's commercial team to contact him by telephone or email.

5.5 When registering, the Contractor must provide complete, recent and valid data, and it is their sole responsibility to keep said data updated, and the Contractor is not responsible for any inaccuracy, incompleteness and/or untruthfulness of the information registered by the Contractor on the Platform.

5.6 The Contractor undertakes not to inform his registration or access data or grant platform permissions to third parties, being fully responsible for the use made of them.

5.7 Only after confirmation and/or payment clearing will the plan be considered contracted by the Contractor.

**6. REMUNERATION:**

6.1 After selecting the plan, the Contractor must pay the service fee as well as the respective monthly, semi-annual or annual fee, as applicable for the contracted plan, which must be done via credit card.

6.2 The Contractor will receive notifications by email informing him of the next service fee invoice. On the due date, the Contractor will receive the corresponding electronic invoice and SIBIS will automatically charge the service fee.

6.3 The Contractor, at any time during the contract, may request the sending of identification documents and/or constitutive acts to the Contractor, who must, when applicable, send them in accordance with the Contractor's instructions.

6.4 The Contractor is responsible for any taxes and will pay for the Services without any tax reduction. If necessary, SIBIS can provide the Tax Residency Certificate to avoid double taxation.

6.5 Any invoice disputes must be submitted before the payment due date. If the disputed invoice has not yet been paid, the Contractor may apply the credit note amount to the disputed invoice and the Employer will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law.

6.6 The Contractor waives all claims relating to the service charge unless claimed within 60 (sixty) days after the date of the invoice.

6.7 The Contractor will not refund the service fee. Refunds (if any) are at the discretion of SIBIS and will only be made in the form of credit for the Service.

6.8 Unless otherwise agreed with the Employer, all applicable Service Fees shall be paid without any requirement to provide a purchase order number on Valeiot's invoice (or otherwise).

6.9 All Plans currently in force, regardless of discontinuity of offer by the Contractor, will be subject to these Terms and Conditions of Use, from their entry into force.

6.10 The Contractor may, from time to time, change the prices of the plans offered, provided that any price change will be communicated to the Contractor in advance. Plan price changes will take effect at the beginning of the next subscription period (monthly, semi-annual or annual), after the adjustment date.

6.11 Continued use of the Platform will imply agreement on the part of the Contractor with price changes. If the Contractor does not agree with the adjustment, he will reserve the right to cancel his Plan before the adjustment comes into force.

6.12 The Contractor may, at its sole discretion and by mere liberality, offer discounts to the Contractor for the contracting and/or renewal of a certain plan, with a certain periodicity, and, in such cases, the discounts will only be valid for the period stipulated by the Contractor, which may or may not be renewed, as well as being canceled immediately after the stipulated period.

6.13 Delay or non-payment of any amount owed by the Contractor on its respective due date will result in the charging of a fine of 10% (ten percent) of the amount due, plus late payment interest of 1% (one percent) per month, proportional to the day, and monetary correction by the positive variation of the IPCA index (IBGE) until the date of effective payment.

6.14 In case of delay or default for more than one month, the Service will be immediately canceled.

6.14 Delay or lack of payment, by the Contractor, of any amount due to the Contractor on its respective due date, will cause the immediate suspension and blocking of the Contractor's functionalities and/or access to the Platform until the financial issues have been resolved. Resumption of access will only occur after the Contractor has identified payment of all amounts due while access is suspended.

## **7. PROVISION OF SERVICES:**

7.1 Platform features may vary according to different regions and countries. SIBIS makes no guarantee or representation that the Service, feature or function thereof will be available in all countries and regions or to all users. It is up to the Contractor to question the Company before purchasing the product.

7.2 The Contractor may, at its sole discretion, limit, deny or create different levels of access and use of the Platform in relation to different users.

7.3 SIBIS may discontinue or modify the Valeiot platform or certain functionalities thereof, providing the Contractor is notified at least 12 (twelve) months before discontinuing the Service or associated resource, unless it is replaced by the same Service or functional component.

7.4 The Contractor may also, at any time, carry out updates to the System as a way of correcting errors and making improvements.

## **8. CANCELLATION:**

8.1 Cancellation may be made in advance by the Contractor, observing the obligation to pay for the entire period of the contracted plan; or at the end of the term of the contracted plan with the Contractor's option not to renew the Plan.

8.2 If the Contractor does not wish to renew his subscription, he must communicate his intention to cancel to the Contractor at least 7 (seven) business days in advance of the date of automatic renewal of the plan, through one of the Contractor's service channels.

8.3 The Contractor may request the cancellation of the plan after 7 (seven) days from the signing of the contract.

8.4 The Contractor may cancel the Contractor's plan **without just reason**, at any time by sending **early warning**, at least 30 (thirty) days in advance to the Contractor's email, guaranteeing the Contractor the reimbursement of amounts already paid for the remaining period of the contracted plan that may not have been used.

8.5 The Contractor may cancel the Contractor's plan **with just reason**, at any time and **no prior notice required**, owing nothing to the Contractor by way of reimbursement, fines, compensation and/or any other amount.

8.6 For the purposes of interpreting the Clauses above, any of the following hypotheses will be considered "fair reason":

I) the untruthfulness of any of the statements made in these Terms and Conditions of Use by the Contractor; II) the performance, by the Contractor, of any demonstration and/or act that is defamatory, discriminatory, offensive, obscene, insulting, slanderous, violent, fraudulent, that constitutes a threat or harassment of any nature, or that, by any other means, may harm the personality, individual, collective, fundamental and human rights of the Contractor and its employees, consumers and third parties; III) non-compliance with any of the clauses and conditions set out in these Terms and Conditions of Use; IV) improper use of the Platform; V) failure to pay any amounts owed by the Contractor to the Contractor for a period exceeding 30 (thirty) calendar days, counting from the respective due date;

8.7 In the event of cancellation of the plan by the Contractor with just reason, the Contractor will be obliged to compensate the Contractor for any and all losses and damages resulting from the cancellation of the plan with just reason.

8.8 In any case of cancellation in accordance with this Chapter, the Contractor's access to the Platform will be blocked from the date of effective cancellation (except in the case of default on amounts, in which access may be blocked immediately).

## 9. **LIMITATION OF CONTRACTOR'S LIABILITY:**

9.1 To the maximum extent permitted by applicable law, the Service is provided "as is", "as available" and "with all faults", and SIBIS expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, availability, accuracy, reliability, merchantability or fitness for a particular purpose and non-infringement, or that the Service will be uninterrupted, error-free, free of harmful components, secure, or non-damage or loss of functionality or data.

9.2 The Contractor does not guarantee that the Platform's functions meet the Contractor's needs or that the Product will be compatible or work with any End Customer service.

9.3 SIBIS does not represent or guarantee that the use of products or services offered or displayed through the Platform to the End Customer does not violate any rights of third parties. Any material downloaded or otherwise obtained through the Platform is done at the

sole discretion and risk of the Contractor, who is solely responsible for any damage or loss of data that may result from the download of such material.

9.4 The Contractor will not be responsible and will not respond for acts that are defamatory, discriminatory, offensive, obscene, libelous, slanderous, violent, that constitute threats or harassment of any nature, or that, by any other means, may harm personal rights , individual, collective, fundamental and human of third parties, and that may be practiced by the Contractor or its End Customers.

9.5 The Contractor will not be responsible for indirect, incidental, special, punitive or consequential damages, lost profits and any other damages, material or immaterial, related, associated or arising from the use of the Platform by the Contractor, even if it has been alerted to their possibility .

## **10. THE CONTRACTOR'S OBLIGATIONS:**

10.1 The Contractor's obligations constitute, without prejudice to other obligations set out in these Terms and Conditions of Use:

I) ensure the regular functioning of the Platform, making all commercially reasonable efforts to keep it available throughout the term of the plan contracted by the Contractor, observing the provisions of Chapter 16; II) correct any programming flaws and/or change specifications and characteristics of the Platform for improvement purposes, and may even, at its sole discretion, temporarily suspend the operation of the Platform to carry out maintenance and/or improvements, upon prior communication to the Contractor ; III) Provide access to the Platform to the Contractor during the term of the contracted plan; IV) provide support services to the Contractor from 9 am to 5 pm (BRT), every working day of the week, to clarify doubts directly related to the Platform, and contact must initially be made via chat or email. If there is a change in opening hours, this will be informed to the Contractor or published on the Contractor's website; V) keep all of the Contractor's registration data, as well as their access records, confidential, and such information will be stored in a secure environment, in compliance with the provisions of Chapter 14.

## **11. THE LACK OF LINKS:**

11.1 No type of society, association or any other type of link is established under these Terms and Conditions of Use between the Contractor and the Contractor and their End Customers, and the Contractor will be responsible for bearing all expenses and costs relating to social, labor, social security charges, direct and indirect taxes and other administrative costs related to its activities, and the Contractor shall not be liable for any liability to authorities or third parties, as a result of assessments or losses that may arise from the Contractor's non-compliance with the obligations herein defined.

## **12. COMPENSATIONS:**

12.1 In the event of civil, labor, social security, accident, tax, or any other liability claims, related to the development of the Contractor's activities and which in any way may involve the Contractor (or its partners, its affiliates, controlled or people belonging to its economic group), the Contractor will try to exempt the Contractor from any losses and, if this is not

possible, he must: I) provide the Contractor with full copies of the respective claims, allowing the Contractor to intervene and cooperate in their dismissal ; II) reimburse the Contractor, within 72 (seventy-two hours), all expenses incurred as a result of such claims;

12.2 Notwithstanding the provisions of the above Clause, the Contractor, furthermore, irrevocably and irreversibly, undertakes to indemnify and keep the Contractor harmless for any and all losses actually materialized by the Contractor arising from or related to: I) non-compliance with these Terms and Conditions of Use by the Contractor; II) omission, falsity or incompleteness of the representations and guarantees provided in these Terms by the Contractor; III) liability of the Contractor for any obligation of the Contractor towards third parties;

12.3 The parties acknowledge that any and all obligations to indemnify the Contractor from the Contractor to the Contractor will be limited to the total amount paid by the Contractor corresponding to the plan contracted by him.

### **13 OF INTELLECTUAL PROPERTY RIGHTS:**

13.1 SIBIS is the sole owner of all rights and interests in the Valeiot Platform. All title, ownership and intellectual property rights in the Valeiot platform will remain with the Contractor, its affiliates or licensors of Valeiot content, as applicable.

13.2 The Platform made available, as well as all its components and intellectual property elements related to it, including new versions and updates, are or will be, as the case may be, **exclusive property of the Contractor**. All content available on the Platform for the Contractor to access, as well as its texts, graphic designs, algorithms, scripts, APIs, source codes, copyrights, patents, trademarks, service marks, Internet domain names, software rights, database rights, utility models and know-how rights, whether registrable or not, including any applications for registration, all rights or forms of protection having equivalent or similar effect anywhere in the world, and on all platforms and means, whether now known or invented in the future, are the exclusive property of the Contractor.

13.3 In accordance with the provisions of clause 4.7, the Contractor is expressly prohibited, in general: I) copy, assign, sublicense, sell, lease or guarantee, reproduce, donate, dispose of in any way, transfer in whole or in part, under any modalities, provisionally or permanently the Platform, as well as its modules, parts, manuals and any information and intellectual properties related to it; II) remove or alter, totally or partially, the reservation of rights notices on the Platform and its documentation; III) reverse engineer, decompile or disassemble the Platform or intellectual properties related to it; IV) copy, distribute, transmit, publish, or in any other way modify and transfer the contents of the Platform;

13.4 Any violation of the provisions of this Chapter will constitute an infringement of the Contractor's intellectual property rights and will subject violators to corresponding civil and criminal sanctions, in accordance with Laws 9,279/96, 9,609/98 and 9,610/98.

13.5 By contracting a plan, **the Contractor expressly authorizes and grants a free license to use and disseminate its brand to the Contractor**, during the entire period of



validity of the commercial relationship between the Contractor and the Contractor, for the purposes of complying with this Term and for any marketing or advertising purposes intended by the Contractor, including, the placement and dissemination of the Contractor's brand in the list of customers serviced by the Contractor.

13.6 All development done in each User's individual account will be entirely their intellectual property.

13.7 The Contractor reserves all rights related to the Platform and any functionality offered under these Terms and Conditions of Use, even if not expressly mentioned here.

#### 14. **DATA PROTECTION AND PRIVACY:**

14.1 The Contracting Party undertakes to act in accordance with the current Legislation on Personal Data Protection (LGPD) and the determinations of regulatory/supervisory bodies on the matter, in particular Law 13,709/18, in addition to other protection standards and policies of pertinent data, **including international ones when applicable.**

14.2 By adhering to the Terms and Conditions of Use and/or using the Platform, the **Contractor declares to be aware of and agree with the content of the Contractor's Privacy Policy**, without opposing anything.

14.3 It is expressed that the Contracting Party is aware that it must maintain and use appropriate and sufficient administrative, technical and physical security measures to protect the confidentiality and integrity of all personal data maintained or consulted/transmitted electronically, to guarantee the protection of such data against unauthorized access, destruction, use, modification, disclosure, accidental or undue loss.

14.4 The Contracting Party must access the data only within its scope and to the extent covered by its access permission (authorization), and personal data cannot be copied, modified or removed without the Contractor's express authorization.

14.5 The Contracting Party must guarantee, for itself or any of its employees, partners, collaborators or contracted third parties, the confidentiality of the data processed, ensuring secrecy and non-use of the data in question for purposes other than those contracted.

14.6 If the Contractor is obliged by legal determination to provide personal data to a public authority, he must inform the Contractor in advance so that the Contractor can take the measures it deems appropriate.

14.7 The Contracting Party must notify the Contractor within 24 (twenty-four) hours regarding: I) any non-compliance, even if suspected, with the legal provisions relating to the protection of personal data by the Contracting Party, its employees, partners, collaborators or third parties contractors; II) any other security breach within the scope of the Contracting Party's activities and responsibilities;

14.8 The Contracting Party will be fully responsible for the payment of moral and material losses and damages, as well as for reimbursement of the payment of any fine or penalty imposed on the Contractor and/or third parties directly resulting from the Contracting Party's

failure to comply with any of the clauses set out in this chapter regarding the protection of personal data or the provisions of the Privacy Policy.

14.9 The Contractor's data will be kept by the Contractor only for as long as necessary to fulfill the purposes for which they were collected, including for the purposes of complying with any legal, contractual, accountability obligations or request from a competent authority.

14.10 The Contractor may maintain and compile, anonymously, statistical information related to the performance of the Platform and the services made available by it, with the purpose of improving the Platform, provided that such information does not imply the identification of the data of the Contractor or provided by him , notwithstanding the consent provided by the Contractor for the processing of their data by these Terms and Conditions of Use, within the limits of applicable law, including international laws.

14.11 All Users agree that any data and information, including personal data, provided to the Contractor for processing, storage, hosting or any other purposes related to the purchase and use of our Service will be transferred, stored and processed in the country where we maintain facilities for the Service . This may occur in a jurisdiction other than where you are located, so such information may need to be transferred to an overseas jurisdiction.

14.11.1 In these cases, the Contractor reinforces its total commitment to maintaining relationships only with companies that adopt security measures and good practices compatible with the level of protection established by Brazilian legislation, as regulated by the ANPD. Therefore, in the absence of regulation, it ensures that only international transfers will be carried out in accordance with art. 33, IX, of the LGPD, and only with companies that adhere to other data protection standards, such as the European GDPR, the American CCPA and CDPA and the Australian Privacy Act.

14.12 You agree that any international transfer or processing of such Information is necessary to process and administer your customer account and to provide the Service.

14.13 Both the Contractor and its End Customers agree and acknowledge that information related to their payment cards, including information about the organization of their payment method, their card number, the last four digits of the card number, the code security code and expiration date of your payment instrument will be transferred, stored and processed by our third-party payment service provider directly for them to process your payment transactions.

## 15. **DEADLINE:**

15.1 These Terms and Conditions of Use will come into force on the date of their adhesion by the Contractor and will be in force for the term of the contracted plan, automatically renewing for the same periods as the plan renewal, according to the applicable periodicity, if the Contractor does not respond in the opposite direction to renewal.

## 16. **FORCE MAJEURE:**

16.1 Under no circumstances will SIBIS be responsible for any delay or failure or interruption of the content or the Platform resulting directly or indirectly from acts of nature, forces or

causes beyond its reasonable control, including, without limitation, Internet failures, computer viruses, cyber attacks, failures of telecommunications or any other equipment, electrical power failures, strikes, labor disputes, riots, insurrections, quarantine lockdowns, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts force majeure, war, government actions, orders from national or foreign courts or non-compliance by third parties.

**17. GENERAL PROVISIONS:**

17.1 These Terms and Conditions of Use represent the definitive contracts between the Contractor and the Contractor in relation to the use of the Valeiot Platform, replacing any other contracts or prior agreements entered into between the Parties, whether verbal or written.

17.2 These Terms bind the Parties and their respective successors and representatives, irrevocably and irreversibly.

17.3 The Contractor is prohibited, without the prior express and written agreement of the Contractor, from transferring or assigning, in whole or in part and in any capacity, any rights and/or obligations arising from the contracted plan, given that the Contractor may demand the presentation of any and all types of information about the assignee of the Platform, for the purposes of approving or not any eventual assignment or transfer.

17.4 All communications provided for in these Terms and Conditions of Use will be considered valid and effective if they are in written form and sent via email to the Parties.

17.5 Any changes to registration data, especially those of the Contractor's address and contact details, must be promptly communicated to the Contractor, otherwise the delivery of any communication provided for in these Terms to the address not updated by the Contractor will be deemed valid and effective.

17.6 The tolerance of one Party towards the other, regarding the violation or non-compliance with any of the obligations assumed herein, will not be considered a moratorium, novation or waiver of any right that has been established herein in its favor, constituting mere isolated liberality, which does not will prevent the tolerant party from demanding faithful compliance with these Terms and Conditions of Use from the other, at any time.

17.7 If any specific provision or clause is declared null, abusive, invalid or illegal by a judicial or arbitration authority, the other clauses and conditions will remain valid, in force and enforceable.

**18. APPLICABLE LAW AND JURISDICTION:**

18.1 These Terms and Conditions of Use will be governed, interpreted and subject exclusively to the laws of the Federative Republic of Brazil. The Parties irrevocably and irreversibly elect the Court of the District of Santa Rita do Sapucaí-MG to resolve any doubts or controversies arising from these Terms and Conditions of Use, to the exclusion of any other forum, however privileged it may be.

18.2 In the event that the Contracting company is located in a country other than Brazil, this Contract will be considered concluded in the place where it was proposed, as provided in article 435 of the Brazilian Civil Code.