

**GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES OF ACCENTURE DO BRASIL LTDA. AND/OR ITS
AFFILIATES**

These general terms and conditions for the rendering of services ("Terms and Conditions") served as basis for the preparation of the technical and/or commercial proposal (the "Proposal") and apply to the rendering of services (the "Services") by Accenture do Brasil Ltda., headquartered at Rua Alexandre Dumas, 2051, São Paulo – SP, registered with the CNPJ/MF under No. 96.534.094/0001-58 and/or its branches and affiliates identified in the Proposal (collectively "Accenture"), to the contractor of the services equally identified in the Proposal (the "Client"), when together "Parties", or individually "Party".

1) Accenture will provide the Client with the Services described in the Proposal in accordance with the specifications contained therein. These Terms and Conditions are deemed an integral part of the Proposal. Accenture's Proposal reflects the conditions under which the Services will be provided by Accenture and these Terms and Conditions and the Proposal prevail over any other document that may have been issued or will be issued by the Client under a competitive process or request for proposal or as part of a purchase order (PO). However, the Parties may agree specific conditions in the Proposal that conflict with the provisions herein and, in that case, the specific conditions contained in the Proposal shall prevail over the conflicting general provision contained in these Terms and Conditions. If the Parties decide to enter into a specific Services agreement after approval of the Proposal, the provisions of the agreement shall prevail.

1.1) The Proposal may be approved/accepted by Client using one of the following methods: (i) Client issues a purchase order with the signature of an Authorized Client Approver; or (ii) email sent from the individual business email address of an Authorized Client Approver; or (iii) the signature of an Authorized Client Approver on the Proposal. "Client Authorized Approver" means Client personnel who presents him(her)self with authority to contractually bind Client in all matters relating to the Proposal (and any successor notified to the Accenture project manager).

2) The Parties agree that Accenture may perform the Services or any portion of the Services from any location determined by Accenture, provided such locations do not: (i) materially adversely impact Accenture's ability to perform its obligations under the Proposal; or (ii) increase the Client's fees (unless otherwise agreed in writing by the Parties). For Services provided on a remote basis, outside Accenture's and Client's premises (eg, employees' residence), any specific contractual requirements related to specific physical and environmental safety controls at the work locations will not apply as they are unfeasible, such as: secure bays; presence of security guards to prevent unauthorized resources from accessing the work site; use of CCTV to monitor access and the work environment; use of cross-cut shredders to dispose of hard copy; prohibition of cell phones and other cameras during work. Notwithstanding, Accenture will comply with any other security requirements agreed with the Client, when remotely access is required to Accenture personnel to Client systems from a remote work location, such access will only occur using devices and access points approved by Client.

3) The terms, prices and Final Products/Deliverables contained in the Proposal consider the specifications provided by the Client and information provided throughout the contracting process, which served as the basis for Accenture's solution. Requests to change the scope of the Services or the Proposal must be jointly evaluated by the Parties, and a change control process (Change Request) may be necessary to adjust the activities, effort, deadline and price agreed.

4) The Client will be responsible for: (i) validating and deciding whether to implement or not any recommendations made by Accenture, as well as for its use of the results of the Services and consequences therefrom; (ii) any third parties under its responsibility involved in the project, ensuring that they fulfill their responsibilities with respect to products, services, data requests, inquiries and confirmations necessary to perform the Accenture Services; (iii) acquiring and sizing the software, hardware and respective licenses involved in the solution, as well as for ensuring that Accenture can use them to carry out its activities.

5) Each Party will comply with all laws and regulations applicable to their respective businesses including U.S. export control and any other applicable export control legislation, and respective sanction. Prior to providing Accenture any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers. The Client will be also responsible for defining the parameters to be observed by Accenture in carrying out its activities in relation to legal, regulatory, tax or accounting interpretations, including the Sarbanes-Oxley Act or any other normative act applicable to its business.

6) The Services and Final Products/Deliverables will be considered accepted if the Client does not reject such Services and Final Products/Deliverables by giving written notice within (five) 5 business days after delivery specifically identifying the manner in which the Services or Final Product/Deliverables fail to materially comply with their applicable specifications. The Client must raise all objections in a single opportunity, within the established period, being prohibited after such manifestation to raise new objections that have not been expressed.

6.1) The above acceptance procedure does not apply in the following cases: (i) technical capacity Services, which will be deemed accepted if the Client does not reject them by written notice within three (3) days after the end of each month of provision of Services; (ii) Software development and implementation services performed based on agile methodologies, where the Final Product/Deliverables made available at the end of each Sprint will be considered accepted by the Client, without any type of reservation; and (iii) continuous services for which an acceptance process may not apply.

7) Accenture provides legal warranty that its Services will be properly performed in accordance with the Proposal. Accenture will re-perform or correct any work not materially in compliance with this warranty brought to its attention within (thirty) 30 days after that work is performed, as per the Brazilian Civil Code. However, in the case of technical capacity Services or Software development and implementation services performed based on agile methodologies, Accenture provides legal warranty that the professionals designated to provide the Services have the technical skills to do so and undertakes to replace those who do not have such skills, provided that a written request by the Client is made within (thirty) 30 days after that work is performed, as per the Brazilian Civil Code.

8) As a result of the Proposal, the Parties may have access to confidential information of the other Party, identified as such or that may be clearly understood by any person as such ("Confidential Information"), and the Parties shall protect the confidentiality of the Confidential Information of the other Party in the same way that they protect the confidentiality of their own Confidential Information of the same nature, without, however, failing to use reasonable standards of care. Access to Confidential Information will be restricted to personnel of the Parties involved in evaluating the Proposal and/or performing the Services and who need access to such Confidential Information.

8.1) Notwithstanding, Confidential Information shall not be considered if: (i) is previously known by the receiving Party; (ii) has been independently developed by the receiving Party without access to Confidential Information of the disclosing Party; (iii) has been obtained from third parties who, to the best of its knowledge, are not bound by a corresponding duty of confidentiality; and/or (iv) becomes public without the confidentiality obligations assumed herein having been violated. Either Party may disclose the Confidential Information transmitted for the preparation of the Proposal and any Services in the event it receives a judicial or administrative order, to the extent necessary to comply with it, upon prior notification (when permitted) to the other Party.

9) The Parties shall not use the name, logo or trademark of the other Party outside their respective organizations without prior authorization to do so. Notwithstanding, the Client hereby authorizes Accenture to mention the Client's name, as well as the Services provided for third-party reference purposes. Upon completion of the Services, Accenture will request to the Client for a certificate for the purpose of proving technical capability with respect to the Services performed, and the content of such certificate will be reviewed by both Parties and, once it has been approved by the Client, it will be promptly issued.

10) Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including patents, copyright, trade secrets and other proprietary rights ("IP") which were existing prior to the Proposal, as well as its know-how and any IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Final Products/Deliverables, in each case including any modifications or derivatives (collectively "Pre-Existing IP"). Client grants to Accenture (and its subcontractors), during the term of the Proposal, a non-exclusive, fully paid, worldwide, non-transferable license to use Client's Pre-Existing IP (and shall obtain the same license/consent as required from any third-party), solely for the purpose of providing the Services and Final Products/Deliverables. For the purposes of the Proposal, "Final Products/Deliverables" means the items created specifically for the Client by Accenture within the scope of the Services and which are specified in the Proposal. Except for Client's Pre-Existing IP, all IP incorporated into or developed for Final Products/Deliverables will remain Accenture's. Effective upon final payment of the Price detailed in the Proposal, Accenture grants to Client, subject to any restrictions applicable to any third-party materials embodied in the Final Product/Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and license to use, copy, modify and prepare derivative works of the Final Products/Deliverables for purposes of Client's and its affiliated companies' internal business only. Accenture IP embedded in Final Products/Deliverables may not be used separately. The use of third-party intellectual property, such as licensing of assets or components, may require additional terms of use, which must be included in the form of an Annex to the Proposal or signed by the Client separately, when applicable.

10.1) Notwithstanding the provisions of item 10 above, during the execution of the Services, Accenture team will make exclusive use of or develop knowledge bases, systemic tools, process automations, methodologies and accelerators ("Accenture Materials") proprietary or licensed by third parties to assist its work and such Accenture Materials will not be embedded in the Final Products/Deliverables, constituting part of Accenture's PI and/or licensed to Accenture. Unless specifically stated in the Proposal, Accenture Materials will not be accessed by Client and Client will not be granted any licenses to Accenture Materials at the end of the Services.

11) Accenture is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Final Products/Deliverables, and/or provide services that are similar to the Services delivered under the Proposal, provided they do not contain Client Confidential Information.

12) The Client will pay Accenture the compensation specified in the Proposal in accordance with the terms and conditions agreed therein (the "Price"). In the event of delay in the payment of the Price, the penalty of two percent (2%) and interest of one percent (1%) will be added to the main fees, without prejudice to the cost-of-living adjustment by the IGP-M index calculated *pro rata die* from the date the payment is due to the date of effective payment, where applicable.

12.1) Accenture Price does not include taxes. For reference purposes only, the taxes currently applicable to the transaction object of the Proposal are those specified in the Proposal, with the rates in force. However, Accenture's billing will consider the Price plus applicable taxes and respective rates, in force at the time of billing, therefore, if new taxes are created during the validity of the Services, the taxes in force at the time of presentation of the Proposal are extinguished and/or modified, including respective rates, the Parties hereby agree that the billing for the Services will reflect the values of any differences resulting from these modifications.

12.2) The Services provided by Accenture may benefit the Client in Brazilian or foreign territory, and the specification of the location of the benefit will be described in the Proposal.

12.2.1) In the case of billing in Brazil (benefit in Brazilian territory), if the law requires the withholding of federal taxes (PIS, COFINS, CSLL, IRPJ and INSS), such withholding may be carried out by the Client. Regarding possible withholding of ISS (municipal tax) between different cities, the Parties acknowledge that the Price does not include any withholding. If the municipal law of the Client's location requires such withholding, the Client must add it to the payment in order to Accenture to receive the full amount of the Price.

12.2.2) In the case of billing exclusively abroad (benefit exclusively in foreign territory), in the event that the law of the other country requires any deduction or withholding, Accenture will issue an invoice equivalent to the net value of the Service and must receive exactly the same amount, regardless of any reduction or retention. Any additional amounts required must be borne by the Client.

12.3) The Price presented in the Proposal includes the benefits brought by the social security contribution on gross revenue (payroll exemption), as described in Law No. 12,546, of December 1, 2011 and subsequent amendments. If this tax base ceases to exist, or changes, this impact must be reflected in the Price presented in the Proposal.

12.4) The Parties agree to cooperate with each other to assist the other Party to minimize any possible tax liability, within legal limits, as well as to provide the other Party with reasonably requested tax exemptions or certifications.

13) Either Party may terminate the Proposal due to material breach thereof, upon (thirty) 30 days' prior notice that identifies the basis for termination, unless the Party cures the breach within (thirty) 30 days, counted from the date of receipt of the notification. Either Party may also terminate the Proposal if (i) the other Party initiates any bankruptcy proceeding or judicial or extrajudicial recovery that is not denied or otherwise resolved in its favor within (sixty) 60 days after its commencement; (ii) the other Party makes an unauthorized assignment of the Proposal (except upon prior written notice to a subsidiary or affiliate of one of the Parties); or (iii) the other Party is terminated or ceases to carry out its regular activities.

13.1) Either Party may terminate the Services and/or the Proposal for convenience, and the specific rules for termination for convenience will be described in the Proposal. Minimally, any termination for convenience must be preceded by prior written notification to the other Party, within a period to be defined in the Proposal, as well as payment of a penalty to reimburse the other Party for the investments made and demobilization costs. The details of the composition of the fine will be defined by the Parties in the Proposal.

13.2) In any event of termination of the Proposal, for cause or convenience, the Client will pay Accenture for the Services rendered and expenses incurred up to the date of termination.

14) Accenture's total and aggregate liability for damages caused to Client and/or third parties by the performance or non-performance of the Services or in any way related to the Proposal, shall not exceed: (i) in the case of a Proposal or Services of less than or equal duration to twelve (12) months, the amount of fees paid by the Client in relation to the Services; or (ii) in the case of Services or Proposals with a term exceeding twelve (12) months, the amount of fees paid by the Client during the twelve (12) months immediately preceding the date of the breach that caused the claim. In no event will Accenture be liable for loss of profits or moral damages.

15) Any Client data, understood as any information provided by the Client or collected on behalf of the Client, that identifies or may identify individuals, as defined in applicable data protection legislation ("Client Personal Data"), shall remain at all times the property of the Client.

15.1) If specifically provided in the Proposal that Accenture will not process Client Personal Data as part of providing the Services, the Parties will use commercially reasonable efforts to monitor and restrict access to Personal Data. In that case, if Accenture receives Client Personal Data (other than Business Contact Information such as name, telephone, address and email defined in the item 15.4 below), Accenture will notify Client, return or destroy such Client Personal Data (as instructed by Client) and the Client will take the appropriate measures to promptly rectify the situation and prevent its recurrence. In the event there are changes in the Services that may involve the processing of Personal Data, then the Parties undertake to negotiate in good faith any necessary changes to the Proposal and the Services within a reasonable time before the date on which such processing occurs and the Personal Data Processing conditions set out in the Section 15.2, below, will apply.

15.2) If, as a result of the provision of the Services, Accenture will process Client Personal Data, then Accenture will only handle Client Personal Data as expressly instructed by the Client, for purposes as permitted by the Proposal, and never for other purposes. Client will remain the Data Controller and Accenture the Data Operator with respect to all Client Personal Data provided to Accenture and processed by Accenture under the Proposal, whereby the Client guarantees that it has the necessary legal basis for Accenture to process Client Personal Data in accordance with the Proposal. Each Party shall comply with its respective obligations as a Data Controller or Data Operator provided for in the applicable legislation on the protection of personal data. Accenture will not transfer, share, or make Client Personal Data available to any third party without Client's express authorization or instruction. If a personal data subject, personal data protection authority, or any third-party requests Accenture for any information or action regarding the processing of Client Personal Data related to the Proposal or Client's activities, Accenture shall immediately communicate the Client, and, under its instructions, assist it in complying with the request, whenever applicable.

15.3) With respect to Client data, when accessing or operating in Accenture environments (i.e., facilities, systems, networks), the security standards set forth in the online terms will apply (<https://www.accenture.com/us-en/about/legal/client-data-safeguards>) and when accessing or operating in Client's environments (i.e., facilities, systems, networks), Client's security standards as provided in advance and in writing by Client shall apply. Client is responsible for remediating any vulnerabilities in its data or systems at its expense, and Accenture will not be liable for the consequences resulting from such security vulnerability, including a data security breach, except to the extent that such vulnerability of security resulted from Accenture's breach of its obligations under the Proposal.

15.4) Each Party consents to the other Party using its Business Contact Information, such as name, telephone, address and email for the purposes of managing contracts, processing payments, offering services, and business development, including developing business with partners and others defined in the global data protection policy of the Party using them. Accenture's applicable global data privacy policy is available at the following URL: <https://www.accenture.com/us-en/about/privacy-policy>. For such purposes, and notwithstanding any other provision set out in the Proposal or herein with respect to Client Personal Data generally, each Party shall be deemed to be a data controller with respect to the other Party's Business Contact Information and shall be entitled to transfer such information for any country where such Party's global organization operates. Whenever Accenture processes additional Client Personal Data (e.g., Client authorized user credentials and authentication data) to enable Client to access Accenture tools or platforms used in the context of Services performed under the Proposal, the global policy Accenture's data privacy policy or the privacy statement referenced in Accenture's tools/platforms will govern such processing of Personal Data by Accenture.

16) Accenture may provide the Services and deliver the Final Products/Deliverables through the use of subcontractors (including Accenture affiliates), and Accenture shall remain fully responsible for the performance of its subcontractors.

17) To preserve good faith regarding the sharing of information as well as the progress of the Services, the Parties agree that they may not, without the written consent of the other Party, during and within a maximum period of twelve (12) months after the termination of the Services, submit any employment proposal to any professional of the other Party who has a current employment contract in force and who is related to the project subject matter of this Proposal. This provision will not apply if the professional opportunity has been published by the specialized press, on the Party's website or on the Internet, and the professional spontaneously applies by using one of these channels.

18) In the event of force majeure or acts of the king, the prejudiced Party must notify the other Party soon after acknowledging the occurrence of the event. After referred notice, if the Parties do not agree on an alternative solution to remedy the case within thirty (30) days, the prejudiced Party may choose to immediately terminate this Proposal regardless of any indemnification, penalty or encumbrance for any of the parties. If the force majeure event threatens to put or effectively put in risk Accenture's personnel safety or security, Accenture is authorized, at its discretion, to remove its personnel from the risk area until the conflict is solved.

19) For all legal and evidentiary purposes, the Parties agree that (i) under the terms of §2, of article 10 of MP No. 2,200-2, of August 24, 2001, the Proposal may be digitally signed by means of electronic system made available, even without the use of digital certificates issued by ICP-Brasil, recognizing the Parties that such tool is sufficient, adequate, valid and accepted by the Parties for

legal purposes; and (ii) the date indicated in the preamble of the Proposal will be considered, for all purposes and effects, regardless of the date on which the last digital signature is made.

20) These Terms and Conditions and the Proposal will be governed by Brazilian law and the jurisdiction of the City of São Paulo, State of São Paulo, is elected to settle any matters arising from the Services, with express waiver of any other, however privileged it may be.

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