

**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.

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) The Parties will retain responsibility for their compliance with all federal, state and local laws and regulations applicable to their respective businesses. The Client will be 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/Deliverable will be considered accepted if the Client does not reject such Services and Final Products/Deliverable by giving written notice within (five) 5 business days after delivery specifically identifying the manner in which the services or Final Product/Deliverable 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/Deliverable 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) The rights to each Party's pre-existing intellectual property used, developed or improved prior to or during the provision of the Services, or licensed by third parties to a Party and used in the provision of the Services, constitutes unique intellectual property and exclusive rights of the respective Party and/or its corresponding licensor. Subject to any restriction applicable to materials owned by third parties, unless otherwise agreed upon in the Proposal, Accenture grants the Client the irrevocable, perpetual, non-transferable and non-exclusive right to use the items created specifically for the Client by Accenture within the scope of the Services and which are specified in the Proposal ("Final Products/Deliverables") for the purposes of the internal business of the Client and its subsidiaries and/or affiliates. 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.

11) Subject to its confidentiality obligations, Accenture will not be precluded from providing any third-party services that are the same or similar to the Services provided under the Proposal and/or developing for third parties works, tangible or intangible, that compete with the Final Product/Deliverable.

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) The Services provided by Accenture may benefit the Client in Brazilian or foreign territory.

12.1.1) In the event that the Services provided by Accenture exclusively benefit the Client's operation in foreign territory, that is, there will be no use of the Services in the national territory, with billing exclusively abroad, the specification of the location of the benefit will be described in the Proposal.

12.1.2) Any taxes applicable to the Services will be the sole responsibility of the taxpayer, as defined in the tax law. 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 payment schedule contained in the Proposal, at the rates currently in effect. However, applicable taxes will be reflected on Accenture's invoices at the rates in effect at the time of invoicing.

12.2) Domestic withholding of federal taxes (PIS, COFINS, CSLL, IRPJ and INSS), when required by law, may be performed by the client. However, the Price presented in this agreement does not include any withholding of ISS between different cities. If the municipal law in the Client location requires said withholding, Client must add to the payment so that Accenture receives the full invoice amount.

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.

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), 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. 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.

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) Each Party declares in relation to the Proposal (i) that it may opt for the electronic signature modality, pursuant to paragraph 2 of article 10 of MP 2.200/2001, (ii) that its respective digital signature is certified by a certifying entity that is part of the ICP-Brasil, and (iii) be aware and agree that electronic signatures do not exempt witnesses' signatures.

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.