

## SOFTWARE TERMS AND CONDITIONS OF USE

These "Software Terms and Conditions of Use" ("Terms") govern the access and use of the Galaxies Platform. The term "Galaxies Platform" refers to the platform made available by GALAXIES LTDA., a limited liability company, registered under CNPJ No. 49.459.097/0001-94 ("Galaxies").

### 1. INTRODUCTION

1.1. The Galaxies Platform offers various data intelligence solutions, including through studies, market analysis reports, behavior and preferences, as well as through the development of Synthetic Personas.

1.2. The Terms establish the rules for accessing and using the Galaxies Platform. Galaxies recommends that You (the "Client") carefully read the Terms and other applicable documents before using the Galaxies Platform. By accessing and using the Galaxies Platform, the Client declares agreement with the Terms and all other Galaxies policies, it being certain that the use of the Galaxies Platform constitutes a legally valid contract between the Client and Galaxies.

1.3. For Clients who use the Galaxies Platform exclusively to respond to surveys related to products, services, trends, behaviors, personal preferences, personal data, among others, without contracting any paid Solutions on the Galaxies Platform or in commercial proposals, the pecuniary obligations of these Terms relating to Galaxies' remuneration for contracting paid Solutions on the Galaxies Platform do not apply, with all other terms and conditions provided in these Terms remaining applicable.

1.4. The use of the Galaxies Platform is subject to these Terms, Galaxies' Privacy Policy, and applicable legislation, which must be interpreted together. In case of conflict, the Terms prevail, except in privacy matters, where the Privacy Policy will apply.

### 2. GALAXIES PLATFORM USE LICENSING

2.1. **Software Use Licensing.** Galaxies grants the Client a limited, non-exclusive, onerous (in some cases, as applicable), revocable, non-transferable, and non-sublicensable right to access and use the Galaxies Platform for the purposes permitted in these Terms. Except as described above, no other right, title, or interest is granted by Galaxies to the Client under these Terms.

2.1.1. **Galaxies Platform.** For purposes of these Terms, the "Galaxies Platform" shall be understood as app.syntheticpersonas.ai and other websites, platforms, or applications that Galaxies creates from time to time and grants the same right of access and use to the Client under these Terms.

2.1.2. **Remuneration for Use Licensing.** In consideration for the granting of rights by Galaxies under Clause 1.1 above, the Client must pay Galaxies the amount in national currency: (i) stipulated in commercial proposal, under the payment conditions provided therein; or (ii) informed by Galaxies directly to the Client on the Galaxies Platform, when the commercial proposal is omitted in this regard or when there is no commercial proposal between the Parties. Should additional Solutions be

contracted, either through the Galaxies Platform or in commercial proposals signed by Galaxies and the Client ("Galaxies" and "Client", jointly as "Parties"), Galaxies will inform the additional amounts due to the Client, which will be added to the original remuneration. In case of acceptance by the Client, the remuneration increase will automatically become part of these Terms for all purposes.

**2.1.3. Price Changes.** Galaxies may, from time to time, change its remuneration. Values may be periodically revised due to the continuous improvement of the Galaxies Platform, at any time, as determined by Galaxies. Galaxies must notify the Client of any periodic remuneration revision at least one month in advance. If the Client does not accept the new value, they will have the right to terminate these Terms by written notification sent to Galaxies within 5 (five) days after being notified of the changes, and continued access and use of the Galaxies Platform even after this period will be understood as tacit acceptance by the Client.

**2.1.4. Creation or Changes to Terms and Conditions.** Galaxies may create additional policies and terms and conditions for use of the Galaxies Platform, or introduce new specific sets of rules for Solutions or use of the Galaxies Platform, as appropriate, or alter existing specific terms and conditions (including these Terms), and in any case, the Client must adhere to and observe such rules. Galaxies must notify the Client of any such changes or rule creations at least 10 (ten) days in advance. If the Client does not accept the changes or rule creations, they will have the right to terminate these Terms by written notification sent to Galaxies within 5 (five) days after becoming aware of the changes, and continued access and use of the Galaxies Platform even after this period will be understood as tacit acceptance by the Client.

### **3. GALAXIES PLATFORM SOLUTIONS**

**3.1. Solutions.** Galaxies shall grant the Client, under the terms of Clause 1.1, the right to enjoy the solutions provided in commercial proposals that are signed by the Parties and/or other solutions contracted by the Client directly on the Galaxies Platform ("Solutions"). In case of conflict between these Terms, commercial proposals signed by the Parties and/or the terms and conditions provided on the Galaxies Platform, the provisions of these Terms shall prevail for all purposes.

**3.1.1. Synthetic Personas.** When accessing the Galaxies Platform, the Client may contract the "Synthetic Personas" Solution, which consists of synthetic people generated by machine learning and artificial intelligence that reproduce response patterns and behaviors of real consumers, based on organic data collection.

**3.1.2. Delivery and Execution of Solutions.** The format of delivery and execution of Solutions contracted by the Client are specified in commercial proposals signed by the Parties or directly on the Galaxies Platform, as applicable, whose terms and conditions the Client declares to have express knowledge and agreement with. In case of omission or gap in the commercial proposal signed by the Parties or the Galaxies Platform, the Parties hereby recognize and agree that the Solutions will be delivered and executed in format, medium, and method decided by Galaxies, provided they are based on reasonable commercial practices.

**3.1.3. Integrations.** Should it be necessary to perform integrations of systems, infrastructure, databases, contents, materials, documents, or information belonging to the Client with the Galaxies

Platform or with third-party services necessary to access and use the Galaxies Platform, the Client acknowledges and agrees that in some cases this integration will be subject to additional remuneration charges as described in commercial proposals signed by the Parties or on the Galaxies Platform. Galaxies, at its sole discretion, may refuse integration or use of data and information provided by the Client that is not in compliance with applicable legislation or its internal policies.

**3.1.4. Independent Research.** Should the Client authorize the use by Galaxies of data and information obtained through independent research conducted by the Client itself and/or third parties contracted ("Independent Research"), the Client declares and guarantees to Galaxies that such data and information were obtained lawfully, with due consent from the data subjects, and that it has full powers and authorizations to share them with Galaxies under these Terms. The Client acknowledges and agrees, further, that Galaxies has no control or responsibility over the veracity, accuracy, or completeness of the Independent Research, assuming full responsibility for the content provided.

## **4. PAYMENT**

**4.1. Payment Conditions.** The monetary amounts owed by the Client to Galaxies under these Terms must be paid according to the payment conditions described in commercial proposals signed by the Parties or provided on the Galaxies Platform.

**4.1.1. Payment Method.** Payments must be made by the Client to Galaxies in the form provided in commercial proposals signed by the Parties or through the use of payment methods that Galaxies makes available on the Galaxies Platform to make this type of payment.

**4.2. Default.** The Client's delay in making any payment due under these Terms will subject the Client to payment of the defaulted amount, as well as a non-compensatory fine of 2% (two percent) and interest of 1% (one percent) per month, all calculated pro rata die until the payment date, on the amount due and not paid. All costs and expenses that Galaxies may incur with the collection of its credits (including attorney fees and procedural costs with possible judicial execution) will be borne by the Client. Access to the Galaxies Platform may be suspended until regularization of payments due.

**4.3. Taxes.** The taxes and other fiscal charges that are due by virtue of these Terms or their execution shall be the exclusive responsibility of the taxpayer as defined in the tax regulation. Galaxies will send the respective invoices to the Client at least 10 (ten) days before the date on which payment is due.

## **5. REGISTRATION, ACCESS AND USE OF THE GALAXIES PLATFORM**

**5.1. Registration Data.** Galaxies will request that the Client register to access the Galaxies Platform and enjoy the Solutions. The Client agrees to provide true, correct, updated, and complete information ("Registration Data") as requested in the registration format made available on the Galaxies Platform, under penalty of liability under applicable current legislation.

**5.1.1. Veracity of Registration Data.** The Client acknowledges and agrees that Galaxies depends on the Registration Data to make Solutions available on the Galaxies Platform and to contact the Client.

If the Registration Data is not true and correct, or is outdated or incomplete, Galaxies may terminate or suspend the Client's account on the Galaxies Platform.

**5.2. Access Data.** The Client will be entitled to the number of user accounts provided in commercial proposals signed by the Parties or informed directly on the Galaxies Platform, each composed of username, password, and other access credentials, it being certain that such data is personal and non-transferable ("Access Data").

**5.2.1. Responsibility for Access Data.** The Client will be solely responsible for maintaining the confidentiality and protecting access to such data, as well as for all activities that occur through the use of Access Data. The Client undertakes to immediately notify Galaxies of any unauthorized use of their Access Data or any other security breach, including, but not limited to, the loss, theft, or misplacement of their Access Data, as well as to log out of their user accounts at the end of each use session.

**5.2.2. Registration and Use of the Platform by Legal Entity.** The Client undertakes to ensure that only its administrators or employees duly authorized to act on behalf of the Client within the Galaxies Platform according to these Terms register and use the Galaxies Platform.

**5.2.3. Responsibility for Unauthorized Uses.** The Client acknowledges and agrees that it will be solely responsible for any unauthorized or improper access or use of the Galaxies Platform by any user of its account or violation of these Terms by its users through Access Data. Galaxies may deny or suspend access to the Galaxies Platform by any user that Galaxies reasonably suspects is accessing the Galaxies Platform or using Solutions in an unauthorized or improper manner on behalf of the Client or in violation of these Terms.

**5.3. Warranties and Disclaimers Regarding the Platform.** Galaxies will make reasonable commercial efforts to ensure that the Galaxies Platform and Solutions are free from interruptions and errors, as well as adopt reasonable commercial measures to correct any interruptions and errors that occur with the Galaxies Platform and Solutions during the term of these Terms. However, the Client acknowledges and agrees that the Galaxies Platform and Solutions are provided "as is" and that, therefore, Galaxies will not be responsible for:

(i) Guaranteeing that the Galaxies Platform and Solutions are completely free from interruptions and errors;

(ii) Situations outside Galaxies' reasonable control, such as, by way of example, failures in the telecommunications network, in third-party infrastructure, or for any cause external to Galaxies' infrastructure, internet or any telecommunications or energy network failures or interruptions, cloud storage platform failures;

(iii) Interruptions or errors caused by fortuitous events or force majeure, government actions, floods, fires, earthquakes, civil conflicts, acts of terrorism, strikes or labor problems, Internet service provider failures or delays.

**5.4. Client Infrastructure.** Access to the Galaxies Platform depends on the Client having all necessary equipment and internet access, according to technical specifications informed by Galaxies. The Client

is solely responsible for the installation, maintenance, and updating of any hardware, software, network resources, internet access, and human resources that are not expressly described as part of the object of these Terms, which includes, but is not limited to, web browser, computer, computer operating systems, and network devices. Galaxies will not be responsible for the existence, availability, failure, interruption, error, or quality of the Client's infrastructure necessary to access the Galaxies Platform.

**5.5. Platform Availability.** Galaxies will make reasonable commercial efforts to ensure the availability of the Galaxies Platform during 98.5% (ninety-eight and fifty hundredths percent) of the Galaxies Platform usage period, observing routine maintenance occurring during low usage hours of the Galaxies Platform and scheduled maintenance provided in the Clause below.

**5.5.1. Scheduled Maintenance.** Galaxies may perform planned interruptions with the objective of performing maintenance or changes to the Galaxies Platform and Solutions, provided they are notified to the Client at least 8 (eight) hours in advance through email or notice on the Galaxies Platform. Such interruptions will be scheduled, to the extent commercially possible, during weekends or non-business hours on weekdays.

**5.6. Permitted Uses of the Galaxies Platform.** The Client acknowledges and agrees that it is permitted to use Galaxies Solutions exclusively in the following ways:

(i) Internally for its own corporate benefit, including for improvement or creation of new products or services, and may even incorporate it into its presentations and reports, provided that, in any case, the use is not intended to commercialize Galaxies Solutions to third parties;

(ii) Use or disclose to third parties isolated excerpts, statistical data, or non-sensitive information extracted from Galaxies Solutions, provided that such use: (a) is reasonable, proportional, and contextualized; (b) does not reveal methodology or analytical structure that is confidential or proprietary to the Contractor; (c) does not compromise copyright or cause commercial harm to the Contractor; and (d) is restricted to institutional purposes or public disclosure, such as press releases, commercial presentations, marketing materials, or communication with the press;

(iii) When use involves disclosure of results to third parties, whenever possible and appropriate, the Client should attribute authorship of studies and technology to Galaxies, in format according to Galaxies' guidelines.

**5.7. Prohibited Uses of the Galaxies Platform.** Galaxies grants the Client the right to use the Solutions, onerous, non-exclusive, limited to the conditions of these Terms and non-transferable, exclusively for the purposes described in Clause 5.6. Without limiting the generality of this Clause, the Client is prohibited from using the Galaxies Platform and its associated Solutions in any of the following situations ("Prohibited Uses"):

(i) Any illicit purpose or in operations not duly authorized (whether from a legal, corporate, or contractual perspective);

(ii) Resale or commercial distribution of contracted Solutions (or their results and conclusions) to third parties, under any title, except for the use of Solutions (under conditions identical to the use

permitted to the Client) by companies that control, are controlled by, or are under common control with the Client;

(iii) Make available or upload files or other data or materials that contain viruses, bugs, corrupted data, or other harmful items;

(iv) Interfere with its normal functioning;

(v) Interfere with the use and access of other Galaxies clients;

(vi) Publish, post, distribute, or disseminate defamatory, infringing, obscene, indecent, or illegal materials or information;

(vii) Archive, reproduce, distribute, modify, display, perform, publish, license, or create derivative works, put up for sale, or use the content and information contained or obtained on the Galaxies Platform;

(viii) Bypass, remove, alter, disable, degrade, block, hide, or adulterate any of the content protections or other elements of the Galaxies Platform, including the graphical user interface, any advertisements or advertising features, copyright notices, and trademarks;

(ix) Use any robot, spider, scraper, or other automated means to access the Galaxies Platform;

(x) Decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Galaxies Platform;

(xi) Insert any code or product, or manipulate the content of the Galaxies Platform in any way;

(xii) Use data mining, data collection, or data extraction methods from the Galaxies Platform;

(xiii) Upload, publish, email, communicate, or transmit in any way any material designed to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications equipment associated with the Galaxies Platform, including software viruses, code, files, or programs;

(xiv) Feed your own or third-party databases and/or feed your own artificial intelligence.

**5.7.1. Cancellation and Termination.** Galaxies may cancel or restrict use of the Galaxies Platform if the Client violates these Terms, engages in illegal or fraudulent use of the Galaxies Platform, or incurs in any Prohibited Use. In the event that Galaxies suspects the existence of a Prohibited Use, access to the Galaxies Platform may be suspended so that Galaxies can conduct its own investigation regarding the occurrence of a Prohibited Use. The Client undertakes to immediately inform Galaxies of any Prohibited Use practiced by users of its accounts, whether authorized or not.

**5.7.2. Content Suspension and Blocking.** Galaxies has no obligation and will not perform prior control or content moderation disclosed through the Galaxies Platform, but reserves the right to suspend or block content or Client user accounts in case of conduct contrary to that provided in these Terms, or that causes damage, harm, offenses, or violations of rights of Galaxies and/or its clients.

**5.8. Galaxies' Non-Responsibility.** GALAXIES WILL USE COMMERCIALY REASONABLE TECHNOLOGY TOOLS SO THAT THE GALAXIES PLATFORM AND SOLUTIONS CONTAIN QUALITY AND TRUE INFORMATION AND DATA, HOWEVER, THE CLIENT ACKNOWLEDGES AND AGREES THAT BEHAVIORAL RESEARCH ACTIVITY IS INHERENTLY SUBJECT TO INACCURACIES, LIMITATIONS, AND UNCERTAINTIES, BEING, THEREFORE, NOT ERROR-FREE. THE CLIENT ACKNOWLEDGES AND AGREES THAT IT USES THE GALAXIES PLATFORM AND ITS ASSOCIATED SOLUTIONS AT ITS OWN RISK, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ACCURACY, RELIABILITY, PERFORMANCE, SUITABILITY FOR A SPECIFIC PURPOSE, OR RESULTS OBTAINED, GALAXIES NOT BEING RESPONSIBLE FOR ANY DECISIONS, STRATEGIES, OR ACTIONS TAKEN BY THE CLIENT OR THIRD PARTIES, AS WELL AS FOR ANY LOSSES, DAMAGES OF ANY NATURE OR TYPE, HARM, OR FAILURES SUFFERED BY THE CLIENT OR THIRD PARTIES, ARISING FROM THE USE OF THE GALAXIES PLATFORM AND ITS ASSOCIATED SOLUTIONS. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE GALAXIES PLATFORM AND ITS ASSOCIATED SOLUTIONS ARE MERELY INFORMATIVE AND DO NOT CONSTITUTE RECOMMENDATIONS, PERFORMANCE GUARANTEES, OR EXACT PREDICTIONS OF MARKET BEHAVIOR, CONSUMERS, OR OTHER ANALYZED VARIABLES. Without limiting the generality of the previous sentence, the Client acknowledges and agrees that Galaxies will not be responsible:

- (i) For the adequacy of the Galaxies Platform for the Client's business or to meet its commercial needs;
- (ii) For any links to other sites created and maintained by other organizations that are made available on the Galaxies Platform;
- (iii) For the content of any websites that the Client accesses from the Galaxies Platform, with access and permanence on such sites occurring at the Client's own risk. The inclusion of these links on the Galaxies Platform does not imply endorsement or approval by Galaxies of any products, services, content, information, or materials offered or accessible by the Client on third-party websites;
- (iv) For documents, contents, and information made available or created by Synthetic Personas in their responses, considering that Synthetic Personas, by their nature, are unpredictable and may generate inaccurate, imprecise, incomplete, or offensive responses, or even violate third-party rights, it being the Client's responsibility to evaluate any response generated before using it;
- (v) For any improper or illegal act as a consequence of using the Galaxies Platform, Synthetic Personas, or information inserted therein;
- (vi) For decisions that Clients and third parties make based on the use of the Galaxies Platform and Solutions, including, but not limited to, based on Synthetic Personas responses;
- (vii) For results that may be obtained from the use of the Galaxies Platform and its associated Solutions, it being exclusively the Client's responsibility to conduct its own analysis and diligence;
- (viii) For the conclusions and results of responses and research made available on the Galaxies Platform, considering, including, that the information and data existing in the database used by Galaxies originates from market-based artificial intelligence language models (LLMs), whether developed by companies or in open source format, from responses from third parties not linked to Galaxies and/or provided by the Client itself through Independent Research, it being certain that

Galaxies has no control and responsibility over the veracity, accuracy, or completeness of the information and data it received and that composes the Solutions and responses generated by Synthetic Personas.

**5.8.1. Client Responsibility.** The Client is responsible, directly or regressively, solely and exclusively, for all harm, losses, damages, indemnifications, fines, judicial, arbitral, and administrative condemnations, and any other expenses and costs arising from the use of the Galaxies Platform, committing to indemnify, hold harmless, and defend Galaxies, at its own expense, against any third-party demand that aims to hold Galaxies responsible for the use of the Galaxies Platform by the Client, as well as against any losses and damages that Galaxies may eventually suffer in connection with such demands (including, but not limited to, attorney and procedural costs for defense in such demands), exempting Galaxies from any and all responsibility, except when Galaxies expressly has responsibility according to these Terms. Galaxies will have the right to assume exclusive defense of any claim that may generate damages to it, and in this case, the Client must provide Galaxies with cooperation that is reasonably requested by Galaxies with the objective of conducting its defense.

**5.9. Changes to the Galaxies Platform.** Galaxies will have the right to modify, suspend, terminate, or discontinue any aspect of the Galaxies Platform at any time, including the availability or functionality of any Solutions, information, characteristics, or functionalities accessible through the Galaxies Platform. These Terms do not represent a commitment by Galaxies to maintain any Solution available or with the same characteristics or commercial conditions practiced today (including charging for access to the Galaxies Platform and Solutions currently free). Any changes to the Galaxies Platform will be subject to these Terms, unless Galaxies expressly establishes otherwise.

**5.10. Other Client Obligations.** Without prejudice to other obligations established in these Terms, the Client's obligations are:

- (i) Make payments due to Galaxies;
- (ii) Comply with its obligations that may be defined in commercial proposals signed by the Parties or on the Galaxies Platform;
- (iii) Cooperate with Galaxies in using Solutions and the Galaxies Platform, including, when applicable, providing information, resources, or access necessary, ensuring that any designated professional has sufficient powers and authority to represent the Client and that all authorizations, approvals, or consents have been previously obtained;
- (iv) Provide Galaxies with contents, materials, documents, or information that are reasonably requested by Galaxies from time to time and that are necessary for the availability of Solutions;
- (v) Take actions that are reasonably requested by Galaxies from time to time and that are necessary for the availability of Solutions;
- (vi) Keep its registration data updated, under penalty of all notices, notifications, and charges sent to the physical and email addresses contained in Galaxies' registration file being considered valid;



(vii) Use the Galaxies Platform and its associated Solutions for lawful purposes and comply with applicable legal norms;

(viii) Comply with all provisions of these Terms and Galaxies Platform policies or other specific sets of rules that Galaxies establishes from time to time for the use of the Galaxies Platform, as appropriate.

**5.11. Use of Information and Data by Galaxies.** The Client acknowledges and agrees that Galaxies will have the right to use, as well as incorporate into its database, data and information generated or made available by the Client on the Galaxies Platform, for purposes of improving the Galaxies Platform and for providing services to other Galaxies clients, provided that data and information are used in an anonymized or aggregated manner, so as to protect the Client's identity and confidentiality.

## **6. INTELLECTUAL PROPERTY**

**6.1. Galaxies Works and Inventions.** The Client acknowledges and agrees that Galaxies is the exclusive owner of copyrights and any other intellectual and industrial property rights existing over: (i) the Solutions and their results, conclusions, responses, and other derivative works, whether materialized digitally or physically, in the form of reports, research, generated responses, and/or consumer profiles created and incorporated into Synthetic Personas or other materials made available to the Client, even if modifications, inventions, additions, and improvements are made during the execution of these Terms; (ii) the database that it develops from data and information obtained in connection with these Terms; (iii) the Galaxies Platform and its modifications that occur from time to time; (iv) all technical knowledge, intellectual property, and know-how associated with the Galaxies Platform. If the Client makes suggestions or feedback for improvements, additions, changes, or developments to the Galaxies Platform or Solutions ("Improvement Suggestions"), Galaxies will remain as the exclusive owner of copyrights and any other intellectual and industrial property rights existing, even if they eventually incorporate parts or all of the Improvement Suggestions.

**6.2. No Compensation to Client.** No remuneration or compensation is due to the Client due to the development of Solutions, the database, or the Galaxies Platform, even if it was performed in connection with these Terms or counted on the participation of the Client and/or its users (including, but not limited to, through Improvement Suggestions, Galaxies' access to the Client's user base, and incorporation of information provided by the Client and its users to Synthetic Personas).

**6.3. Use of Client Data.** The contents, data, and information provided by the Client and its users during interaction with Solutions may be used by Galaxies for purposes of continuous improvement of its Galaxies Solutions, including through model training, algorithm adjustments, and expansion of its proprietary database. By contributing contents, data, and information in interactions with Galaxies Solutions, the Client acknowledges and agrees that such contributions may be incorporated into Galaxies Solutions, knowledge base, and technological assets of Galaxies, without this generating any right of ownership, co-authorship, financial compensation, or participation in results to the Client.

## **7. CONFIDENTIALITY**

**7.1. Confidentiality Obligation.** The Parties, through their representatives, attorneys, employees, or service providers, may have access to confidential information of the other Party ("Confidential Information"), and for this reason, the Parties commit to maintaining the confidentiality of such Confidential Information during the term of these Terms and for an additional period of 5 (five) years after the termination of these Terms ("Confidentiality Obligation").

**7.1.1. Degree of Care.** The Parties must, to comply with the Confidentiality Obligation: (i) maintain any Confidential Information strictly confidential and not disclose to third parties in disagreement with these Terms; (ii) obtain prior consent from the disclosing Party before disclosing any Confidential Information in disagreement with these Terms and, if approved, disclose under the confidentiality protections required by the disclosing Party; and (iii) use Confidential Information only within the scope of these Terms. Should it be compelled by any judicial, administrative, or regulatory authority to disclose Confidential Information, the receiving Party must notify the disclosing Party so that it may take any necessary measures to protect the confidentiality of Confidential Information, including, but not limited to, obtaining precautionary or injunctive measures, to protect itself from effects that may be produced from such disclosure. In any case, the receiving Party will disclose only the part of Confidential Information that it is obligated to disclose, restricting to the minimum necessary for its disclosure, and will request that the process or procedure proceed confidentially and that all protective measures for the confidentiality of Confidential Information be adopted.

**7.1.2. Exceptions to the Definition of Confidential Information.** The following information will not be considered Confidential Information for purposes of these Terms:

(i) Information that was demonstrably in the public domain prior to its receipt by the receiving Party, or became public after its receipt by the receiving Party, provided that such publication did not occur as a consequence of action or omission by the receiving Party;

(ii) Information that the disclosing Party has previously authorized, in writing, the receiving Party to disclose to third parties; and

(iii) Information that was demonstrably in the legitimate and legal possession of the receiving Party before the date of disclosure by the disclosing Party.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**8.1. Joint Representations and Warranties.** Each Party represents and warrants to the other Party that, with respect to itself, all representations and warranties made below are complete, precise, correct, exact, and true on this date:

(i) It has capacity, power, and authority to: (a) enter into the contract with Galaxies embodied in these Terms and all other applicable documents and instruments in the form provided herein; (b) comply with obligations assumed in these Terms and in other documents and instruments related to these Terms; and (c) consummate the transactions contemplated in these Terms, having taken all necessary measures to authorize its execution;

(ii) These Terms and all other applicable documents and instruments in the form provided herein, when accepted, will create legal and valid obligations, enforceable against it according to their terms;

(iii) The acceptance of these Terms and compliance with obligations assumed herein: (a) do not result in non-compliance or violation of their respective corporate documents; and (b) do not violate or conflict with any law or judicial order to which it is subject or bound;

(iv) The acceptance of these Terms and all other applicable documents and instruments in the form provided herein does not depend on any consent, approval, or authorization that has not already been obtained;

**8.2. Client Representations and Warranties.** The Client represents and warrants to Galaxies that all representations and warranties made below are complete, precise, correct, exact, and true on this date:

(i) It has full power and capacity to operate and develop its activities, being in compliance with all applicable laws and regulations, if the Client is a legal entity;

(ii) It has sufficient financial capacity to honor all its obligations under these Terms;

(iii) It is a company legally authorized to operate and is in regular situation or is a natural person, over 18 (eighteen) years of age or, if younger, will be duly assisted by its representatives when using the Galaxies Platform.

## **9. DATA PROTECTION**

**9.1. Party Responsibility.** The Parties are aware and commit to complying with the General Data Protection Law (Federal Law No. 13,709/2018).

**9.2. Galaxies Responsibility.** Galaxies will be responsible for ensuring that any storage, use, and processing of personal data collected by Galaxies on the Galaxies Platform will occur according to purposes authorized by personal data subjects or in observance of other purposes permitted in the General Data Protection Law (Federal Law No. 13,709/2018).

**9.3. Client Responsibility.** The Client will be responsible for ensuring that any personal data processing activity performed by the Client on the Galaxies Platform, including, but not limited to, the insertion of personal data on the Galaxies Platform, is legitimate and occurs according to an adequate legal basis for the processing performed.

## **10. TERM AND TERMINATION**

**10.1. Term.** These Terms will be valid and effective for the period provided in the commercial proposal signed by the Parties and/or on the Galaxies Platform ("Term of Validity").

**10.1.1. Automatic Renewal.** After the end of the original Term of Validity, in case of continued access and use of the Galaxies Platform, these Terms will be automatically renewed for an indefinite period, except for contrary manifestation by either Party at least 60 (sixty) days in advance.

**10.2. Early Termination.** The Client may terminate these Terms by written notification sent to Galaxies at least 30 (thirty) days in advance. In this case of early termination, the Client must pay the totality of accrued remuneration and 50% (fifty percent) of future remuneration and all remuneration due (as applicable). Such amounts must be paid on the date the 30 (thirty) day notice ends, under penalty of non-compensatory fine of 2% (two percent) and interest of 1% (one percent) per month until the payment date, both incident on the amount due and not paid. All costs and expenses that Galaxies may incur with the collection of its credits (including attorney fees and procedural costs with possible judicial execution) will be borne by the Client.

**10.3. Termination by the Parties.** Without prejudice to the provisions of the previous Clauses, these Terms may be terminated in the following cases:

(i) By either Party, if the other Party fails to comply with any of its obligations provided in these Terms or otherwise fails to observe any terms and conditions of these Terms, and does not cure such non-compliance or non-observance within 10 (ten) days from the sending of written notification by the innocent Party informing about such non-compliance or non-observance;

(ii) By either Party, if the other Party fails to comply with any of its obligations provided in these Terms or otherwise fails to observe any terms and conditions of this Contract, and such non-compliance or non-observance is incurable;

(iii) By Galaxies, if the Client fails to pay any remuneration due for a period exceeding 15 (fifteen) days, at which point access to the Galaxies Platform may be deactivated;

(iv) By either Party, in case of liquidation, dissolution, or judicial reorganization petition of the other Party.

**10.4. Survival.** In the event of termination of these Terms, under any circumstances, the provisions that have an agreed autonomous term or that, by their nature, should survive the termination of these Terms, shall remain in effect.

## **11. GENERAL PROVISIONS**

**11.1. Entire Agreement; Severability.** These Terms constitute the entire agreement between the Parties and supersede all prior agreements, conditions, or representations regarding the subject matter herein, whether oral or written. Any provision of these Terms that is declared unlawful, void, or unenforceable shall be severed in such a way as not to affect the legality, validity, or enforceability of the remaining provisions herein.

**11.2. Waivers.** Failure to exercise any remedy or right provided in these Terms, or its exercise in a certain manner, shall not imply a modification of the contractual rules, nor may it be claimed as precedent or novation. Any delays by either Party in exercising any right under these Terms shall not operate as a waiver of such right, nor shall any partial or single exercise of any right preclude any further or other exercise of that or any other right.

**11.3. Notices.** All communications provided for in these Terms shall be made in writing and must be sent by letter or email, in any case, to the addresses registered on the Galaxies Platform and/or

indicated in a commercial proposal signed by the Parties, or as otherwise specified by one Party to the other in writing. Either Party may change the address to which notices must be sent by providing prior written notice to the other Party. Failing that, any communications (including any notices, summonses, and subpoenas) sent to the addresses registered on the Galaxies Platform and/or indicated in a commercial proposal signed by the Parties shall be deemed valid. Notices delivered under this Clause shall be deemed given: (a) when delivered, if delivered in person; (b) when received, if sent by letter; (c) at the time of dispatch, if sent by email during business hours at the destination; and (d) at 9:00 a.m. on the next business day following dispatch, if sent by email outside business hours at the destination.

**11.4. Assignment.** These Terms and any rights or obligations set forth herein may not be assigned or transferred by either Party without the express prior written consent of the other Party, except by Galaxies, which may assign and transfer its rights and obligations under these Terms to any company within its corporate group.

**11.5 Governing Law; Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil. The Parties elect the courts of the District of São Paulo, State of São Paulo, to settle all disputes arising from or related to these Terms, to the exclusion of any other, however privileged it may be.

**Last modified on July 17, 2025.**