

PARTNERSHIP CONTRACT - REFERRAL

This Agreement and the documents comprising it are entered into between the Partner and the applicable Blip entity identified below:

"BLIP:
CURUPIRA S.A. , a corporation incorporated under the laws of the Federative Republic of Brazil, registered with the CNPJ/MF under No. 04.413.729/0001-40, headquartered at Rua Sergipe, nº 1440, 10º andar, bairro Savassi, CEP 30.130-174, Belo Horizonte, Minas Gerais, Brazil, together with its subsidiary, duly represented by the parent company, CURUPIRA S.A. - STILINGUE , registered with the CNPJ/MF under no. 04.413.729/0002-21, located at Avenida Brigadeiro Faria Lima, no. 4221, Conj. 91 and 92, Itaim Bibi neighborhood, CEP: 04.538-133, São Paulo, São Paulo, Brazil.
GUS TECHNOLOGIES SPAIN S.L.U. , a company incorporated under the laws of the Kingdom of Spain, registered under NIF number B8862520, with its registered office at Calle Henri Dunant, nº 17, Madrid, 28036, Spain.
GUS SERVICIOS TECNOLÓGICOS S.A.P.I. DE C.V. , a company incorporated under the laws of the United Mexican States, registered with the RFC under No. GST150624V91, with registered offices at PL Villa Madrid 1, oficina 9D, Colonia Roma Norte, Cuauhtémoc, Mexico City, CP 06700, Mexico.
BLIPCHAT LLC , a company incorporated under the laws of the State of Delaware, United States of America, registered with the EIN under No. 20-1131763, with its registered office at 16192 Coastal Highway, Lewes, Delaware, Zip Code 19958, United States.

"PARTNER":
Legal entity wishing to participate in the Blip Partnership Program, duly qualified in the Adhesion Agreement formalized with BLIP .

1. Purpose: This contract establishes a partnership between BLIP and the PARTNER, in which the PARTNER indicates potential clients, and BLIP evaluates and conducts the negotiations. If the referral results in the signing of a contract, the PARTNER will be entitled to a commission in accordance with the conditions set out in this document.

2. Remuneration:

- 5% (five percent) of the Annual Contract Value (ACV) for contracts signed with leads indicated by the PARTNER in which BLIP has conducted the stages of negotiation and conversion of the prospect into a client.
- 10% (ten percent) of the ACV for contracts signed with qualified leads at an advanced stage of negotiation, when the PARTNER delivers the opportunity completely structured and ready for immediate closing;
- The exact amount of the commission will only be determined after the negotiation and conclusion of the contract, and the PARTNER is prohibited from interfering in the definition of prices and commercial conditions;
- Payment will be made after the third month of the client's billing, by means of an invoice, provided that the client is in good standing;
- The commission ceiling is USD 15,000 (fifteen thousand dollars), to be converted into Real according to the PTAX rate of the Central Bank of Brazil considering the business day prior to invoicing;
- BLIP shall have the right to offset any Referral credits owed to the PARTNER against existing debts owed by the PARTNER to BLIP, including amounts arising from other contractual relationships and financial disputes;

g) The PARTNER will only receive commission on the contract actually signed and generated from their referral.

h) There is no right to amounts related to previous contracts or future renewals made directly between the client and BLIP;

i) In order to receive the amounts provided for in this instrument, the **PARTNER** must issue the corresponding invoice, sending it together with the description of the scope of work to BLIP's Purchasing Department (compras@blip.ai), and must also send the respective invoice to the e-mail address nf.eletronica@blip.ai, between the 1st and 25th of each month, within the month of issue, duly accompanied by the bank details for payment (including the **PARTNER's** details). If payment is made by crediting a bank account, the account must belong to the **PARTNER**.

(i.1) In the event of unrestricted approval of the billing documentation received by **BLIP**, payment of the amounts due to the **PARTNER** will be made on Wednesdays following the end of the 45 (forty-five) day period, counted from receipt of the invoice, provided that it has been duly issued and sent to the following e-mail address: nf.eletronica@blip.ai. If the date set for payment falls on public holidays or weekends, payment will be made on the next working day. Any delay in payment due to the **PARTNER's** fault will not be considered, under any circumstances, a breach of contract on the part of **BLIP**, and therefore no interest, monetary correction or fine, or any other sanction or penalty, will be levied.

3. Obligations of the PARTNER:

a) Provide support to the commercial team in understanding the potential client's demand and assist in scheduling meetings and negotiations, when requested by BLIP when necessary;

b) No employees with employment ties to BLIP or BLIP's competitors, including relatives up to the second degree;

c) Follow all the guidelines and directions provided by BLIP for presenting its products and services, using only institutional materials provided;

d) Register leads and opportunities via the form provided by BLIP at the links below:

Opportunities:

- <https://www.blip.ai/partners/en/referral>

Leads:

- <https://www.blip.ai/partners/en/leads>

e) Comply with BLIP's Code of Ethics, available at: <https://www.blip.ai/docs/codigo-de-conduta/>;

f) Inform BLIP of any irregularities found during the course of the partnership;

g) Reimburse BLIP for any losses and damages arising from breach of contract or legal obligations.

4. BLIP's obligations:

a) Formalize acceptance of the lead/opportunity and refuse it at its sole discretion;

b) Conducting meetings, defining commercial issues and negotiating directly with accepted opportunities;

c) If the deal is not closed within 90 (ninety) days of the opportunity being presented, BLIP will not be obliged to remunerate the PARTNER, unless expressly agreed otherwise.

5. Confidentiality: The PARTNER undertakes to keep confidential all information related to the negotiation and that received from BLIP for 3 (three) years after the end of this contract.

6. Anti-corruption: The Parties undertake not to offer or receive undue advantages, in accordance with Law 12.846/13.

7. Term and Termination: The contract is valid for 12 (twelve) months, renewable automatically, and may be terminated with 30 days notice. In the event of fraud, decree of bankruptcy, application for judicial reorganization or the establishment of a state of insolvency of any of the PARTIES, this contract will be terminated with cause, and no payments will be due to the PARTNER, subjecting it to the responsibilities provided for by law and in this contract;

8. General Provisions

a) PARTNER declares awareness and agreement that all execution of contracts with clients, which have resulted from the partnership referred to in this Contract, will be conducted exclusively by BLIP, with no interference or obligation to share with PARTNER, it being clear that said prospects will become clients of BLIP and not of PARTNER.

b) The PARTNER shall have no powers to represent BLIP and shall afford its own costs.

c) This Agreement does not produce, explicitly or implicitly, any partnership, association, joint venture, and/or employment relationship of any kind between the Parties. Likewise, this Agreement does not establish, tacitly or expressly, the licensing of any patent rights and any other related rights and interests, such as intellectual property rights.

The Parties elect the jurisdiction of São Paulo/SP to settle any disputes.

Acceptance: The PARTNER agrees to the terms of this contract by electronically accepting it on the BLIP platform.