



VIRTUAL SPACE ASSIGNMENT AGREEMENT AND OTHER COVENANTS

UNIVERSO ONLINE S.A., headquartered in the city of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, No. 1384, 6th floor, Postal Code 01452-002, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. 01.109.184/0001-95, hereinafter simply referred to as "UOL", and the INDIVIDUAL and/or LEGAL ENTITY identified in UOL's digital database record and/or in the Advertising Request, hereinafter simply referred to as "ADVERTISER", decided to execute this Agreement, which shall be governed by the following clauses and conditions, as well as by the compliance with UOL's privacy and security policy, available in the following URL link

https://sac.uol.com.br/info/protecao_privacidade/normas_protecao_privacidade.jhtm

SECTION ONE – PURPOSE

1.1. UOL shall assign virtual spaces to the ADVERTISER for the insertion of advertisements, within the formats and standards established in Portal UOL and pursuant to the terms and conditions hereunder. The terms and conditions provided herein may be supplemented, as the case may be, through an Advertising Request (AR), duly signed by both parties.

1.2. When submitting an Advertising Request (AR) to UOL, the ADVERTISER declares to have acknowledged and agreed with all rules, terms and conditions provided herein.

SECTION TWO - LOGIN AND SECRET PASSWORD

2.1. The ADVERTISER shall create or appoint a name ("Login") and a secret password, which shall work as its identification and access key to the use of the virtual space assigned by UOL to the ADVERTISER. The secret passwords may be changed by the ADVERTISER at any time, and the ADVERTISER is solely and fully responsible for that.

2.2. Without prejudice to the provision above, Logins referring to Universo Online, the name of its products and/or the term "UOL", whether in whole or partially, will not be accepted, regardless of the fact that the latter represents initials or any other combination of the ADVERTISER's name. Such logins may be cancelled at any time and without of previous notice, as soon as they are detected.

2.3. The ADVERTISER must properly choose the Login and is aware that it cannot register any name that does not comply with the legislation in force, leading third parties to errors, breaching third-party rights, representing pre-established concepts online, forming abusive or bad language, representing States, Ministries, among other prohibitions. The ADVERTISER shall be held criminally and civilly liable for the undue use, as the case may be.



2.4. The Login and secret passwords are non-transferable and they cannot be subject to any type of sale or assignment for use. The ADVERTISER shall be fully and exclusively responsible for the Login and secret passwords, without any joint liability from UOL.

2.5. In case of undue use of the ADVERTISER's Login and secret password by the ADVERTISER or any third parties, UOL may terminate this Agreement without previous notice, and the ADVERTISER or third parties will not be entitled to any form of indemnification or compensation.

SECTION THREE – REGISTRATION INFORMATION

3.1. The ADVERTISER shall provide UOL with all information needed for its registration, and undertakes to provide its true, accurate, current and full information at the registration. The ADVERTISER is criminally and civilly liable for such information.

3.1.1. The ADVERTISER acknowledges that it is fully liable for the use of fake, invalid, inaccurate or third-party information without their knowledge, and it may possibly result in the IMMEDIATE TERMINATION OF THE VIRTUAL SPACE ASSIGNMENT, WITHOUT PREVIOUS NOTICE and it may also be framed under the practice of unlawful act, being subject to all legal provisions.

3.2. The ADVERTISER expressly authorizes the registration mentioned in section 3.1 to be performed and maintained by UOL, as well as authorizes UOL to provide the information comprised in such registration (i) to competent public authorities that formally request it, under the Brazilian Federal Constitution and other applicable law, (ii) to domain registration entities, and (iii) to its strategic partners, whether commercial or technical partners, with the purpose of offering better resource conditions to the ADVERTISER. In addition, the ADVERTISER REPRESENTS TO EXPRESSLY AGREE WITH UOL COLLECTING INFORMATION FOR TRAFFIC MONITORING, WITH THE INTENT OF IDENTIFYING USER PROFILE GROUPS AND WITH THE PURPOSE OF ADVERTISEMENT GUIDANCE.

3.3. The ADVERTISER shall notify UOL whenever registration information is changed, including, but not limited to, any changes to the address where payment invoices are to be sent, as well as any changes to phone numbers, e-mail addresses or contact person, which shall be provided through any means made available by UOL, such as the customer service.

SECTION FOUR – OBLIGATIONS OF UOL

In addition to the obligations provided herein, UOL undertakes to:

4.1. Assign virtual spaces under the terms and conditions provided herein and in the AR, and it may eventually occur interruptions or suspension of such due to: (a) technical/operational maintenance; (b) Act of God or Force Majeure; (c) third-party

actions hindering the use of the Resources; and (d) lack of power supply for long period (blackouts).

4.1.1. If the advertisements are not performed due to the events described above, the advertisement time and number of insertions indicated in the relevant AR will not be reduced and will be automatically compensated, subject to provisions in section 6.8 below.

SECTION FIVE – OBLIGATIONS OF THE ADVERTISER

Regardless of any other obligations herein, the ADVERTISER undertakes:

5.1. To perform all payments related to the virtual space assignment for the advertisements.

5.2. To produce and provide the advertisements to be inserted by UOL, within deadline and form established herein and in the relevant AR.

5.3. To deliver the advertisements to be inserted by UOL at least three (3) business days before the beginning of the ad campaign, subject to the penalty of having their ad campaign reduced, on a pro-rata basis, by the number of days that the material was delayed to be delivered, without any encumbrances to UOL. If the delay in the delivery of material is longer than sixty (60) days, the insertion of the advertisements will be deemed performed, for all legal purposes, and the ADVERTISER shall perform the full payment of the amounts included in the AR.

5.4. To exclusively manage, without any joint liability from UOL, their Login and secret password, fully undertaking any and all liability for their use, as well as for actions performed through them, including, but not limited to, economic charges resulting from such use, especially regarding loss of data, virus, network hacking, theft of data or information, submission of offensive and/or inappropriate electronic messages to other users and/or online systems, as well as for any other actions breaching legislation in force.

5.5. To refrain from using the space assigned by UOL to: (a) breach the law, morals, proper conduct, intellectual property, right to the honor, private life, image, personal and family privacy; (b) encourage the practice of unlawful conducts or conducts that are contrary to the morals and proper conduct; (c) incite the practice of discriminatory acts, whether due to gender, race, religion, beliefs, age or any other condition; (d) make available or allow the access to unlawful, violent or degrading messages, products or services; (e) submit mass e-mail messages (SPAM) to a group of users of this and other providers, offering products or services of any type, whether their own or from third parties, which are not of the interest of the recipients or without their express consent; (f) induce unacceptable state of anxiety or fear; (g) induce or incite dangerous practices, which are risky or harmful to health and mental balance; (h) spread fake, nuclear, inaccurate, exaggerated or outdated content, in a way to induce to mistake over its subject or the intentions and purposes of the communicator; (i) breach the

communication secrecy; (j) constitute unlawful, misleading or unfair advertisement generally practicing unfair competition; (k) publish, incite or encourage pedophilia (l) embed virus or other physical or electronic elements that may damage or hinder the regular operation of the network, the system, third-party computer equipment (hardware and software) or which may damage electronic documents and files stored in such computer equipment; (m) obtain or try to obtain unauthorized access to other computer systems or networks; (n) reproduce, sell and distribute products without due authorization and payment of copyrights.

5.6. To be fully liable, without joint liability from UOL, whatsoever, for all obligations undertaken hereunder, for services and information provided, as from the Resources subject matter of this Agreement. Thus, the ADVERTISER assumes full and exclusive, but not limited, administrative, copyright, electoral, civil and criminal liability for all data, use of Resources, as well as for the content that they may make available online, being fully liable for all damages and losses caused by the misuse of the contracted Resources. If UOL is compelled to take part in any lawsuit or administrative proceeding related to the liability herein assumed by the ADVERTISER, the ADVERTISER must reimburse UOL with all financial and legal encumbrances that UOL may incur, without prejudice to any losses and damages.

5.7. To have and keep all powers and authorizations needed to prepare, produce and disclose, in any way, the advertisements made available through Portal UOL, as well as to include in such the URL link to its website, including, but not limited to, copyrights, edition rights, domain registration and other intellectual property rights or commercial rights, and that the insertion of such advertisements in the location agreed herein shall not hinder third-party rights of any nature.

5.8. To exclusively hold civil and criminal liability for the publication of advertisements contracted through this instrument, especially regarding the compliance with the rules from CONAR's Advertising Self-Regulation Code and the Consumer Protection Code, leaving UOL exempt from any liability for the content of such advertisements, the products and/or services offered through such advertisements and the payment of any indemnifying amounts that may be claimed by third-parties who were affected by the advertisements.

5.9. To be the sole responsible for the third-party services that it may use, related to the subject matter hereof.

5.10. To hold criminal and civil liability for all information, including registration information, provided to UOL, and undertaking keeping them updated.

5.11. To be aware that there is no involvement or intervention from UOL in business between the ADVERTISER and the user.



5.12. To not breach any provision herein, nor third-party rights, offering products and services that are prohibited by the Brazilian law, through its advertisements inserted in Portal UOL, as well as products and services announced

SECTION SIX – ADVERTISEMENTS

6.1. UOL shall announce the ADVERTISER's advertisement, within the formats and standards provided in the website <https://www.uol.com.br/publicidade>, and each format has different prices and specific conditions, such as capacity limits and duration, among other conditions applicable accordingly.

6.2. The ADVERTISER, or third parties who may be contracted by the ADVERTISER, is the sole responsible for the creation, preparation and production of the advertisement and they shall bear all costs related to it.

6.3. UOL will not insert advertisement that does not fit the dimension options provided in item 6.1 above, due to technical unfeasibility. UOL reserves its right, without any encumbrances, to: a) only insert advertising materials that fit within its quality rules and standards; b) not insert advertisements breaching legislation in force, morals, proper conduct or public morality, and UOL will be entitled to not insert or to partially insert the advertisement at any time and for as long as it deems necessary; c) remove any of the ADVERTISER's content breaching UOL's content rules or legal rules in force from virtual spaces assigned herein.

6.4. If the advertising material does not comply with the quality standards and rules established by UOL, under this agreement, the ADVERTISER shall submit new advertising material within the insertion deadlines defined for each specific format, which are explained in UOL's advertisement website (<https://www.uol.com.br/publicidade>). If the new material is not submitted to UOL within the deadline mentioned herein, the ADVERTISER may irrevocably and irreversibly lose the right to such insertions, at UOL's discretion.

6.4.1. UOL does not control and is not responsible for the ADVERTISER's advertisement content. UOL is also not responsible for the opinion and comments performed by any user or visitor of UOL services. All and any content inserted by users in any of Portal UOL websites is the sole and exclusive civil and criminal liability of whoever inserted such.

6.5. The advertising material to be announced shall be submitted by the ADVERTISER, or by whoever is appointed by it to perform such action, to UOL by electronic means, and its insertion may only be processed within the hours indicated in the website <https://www.uol.com.br/publicidade>. If the material is submitted after those hours, the provision of the advertising material shall only occur on the following business day after the submission of the material. If the insertion has an established date to occur and the ADVERTISER has not submitted the advertising material within the deadline, the



ADVERTISER may irrevocably and irreversibly lose the right to such insertions, at UOL's discretion.

6.6. The Parties represent to be aware that the ADVERTISER's advertising materials may be disclosed in any of Portal UOL websites, subject to space availability, the conditions agreed in the AR, as well as the terms and conditions set forth herein.

6.7. The advertisements to be inserted in Portal UOL may be replaced by other advertisements if requested by the ADVERTISER or its agency, without any additional cost, subject to the technical conditions and submission hours mentioned in section 6.5 above.

6.8. If the full number of publications agreed for a certain period is not delivered, by any reason, the ADVERTISER may request the rescheduling of such remaining balance, without any encumbrances, up to 60 days after the period of the original publication. If the ADVERTISER does not request the rescheduling of the remaining balance within such period, UOL shall consider this Agreement lawfully terminated, regardless of any notice or communication, and the ADVERTISER, in this case, irrevocably and irreversibly loses the right to use such balance and any remaining publications.

6.9. UOL shall endeavor its best efforts to ensure that the ADVERTISER benefits from the assigned virtual spaces with the maximum quality. However, considering the nature of the service and the reliance on external factors that are beyond UOL's controls, the guarantees provided by UOL are limited. Thus, interruptions to the network access and UOL services may occur due to system maintenance services, failures in the power supply, telecommunication service provision, Acts of God, Force Majeure or third-party actions.

6.10. UOL does not guarantee, under any circumstance, any type of commercial result, campaign performance or economic profit to the ADVERTISER due to the advertisement insertion subject matter hereof. UOL also does not guarantee that a minimum number of users of its internet services will access any of the ADVERTISER's advertisement.

6.11. The Parties hereby agree that it is expressly prohibited any type of advertisements involving mentions to, but not limited to: (a) sale of fire guns, gunpowder, or explosive material, narcotics, toxic material, cigarettes and other products derived from tobacco and/or products encouraging the smoking habit and any other type of general illegal drugs; (b) medication prescribed by doctors, controlled by Regulatory Agency and/or without registration at the relevant entity; (c) stolen property, human organs, wild animals or animals prohibited by law; (d) counterfeit coins and bills, shares of companies traded in the stock exchange market, lottery tickets, smuggling goods, counterfeit or tampered goods; (e) mailing lists or personal databases; (f) services and/or goods related to prostitution or similar, pornographic or obscene material or material that is contrary to the morals and proper conduct (except for goods including the

express mention that is a product directed to Adults); (g) goods promoting violence and/or discrimination based on matters of race, gender, religion, nationality, sexual orientation or any other type; (h) casinos, unlawful gambling or activities, or any type of gambling or bet involving pecuniary obligations or rewards to the players or gamblers; (i) goods violating computer piracy restriction laws, software protection laws, copyrights, patents, trademarks, models and industrial designs; (j) any goods/services with express sale prohibition by applicable law; (k) comprising offensive or improper language; (l) not compliant with the publishing rules established by UOL and (m) in all other cases that breach any of the terms hereof.

6.12. UOL may, at any time and at its sole discretion: (i) leave one or more of the ADVERTISER's advertisements outside the scope of its online portal; (ii) no longer include, whether fully or partially, any content owned by the ADVERTISER; (iii) definitely remove the advertisements. One or more of such actions by UOL shall not constitute breaching of this agreement or UOL's responsibilities.

SECTION SEVEN – PRICE AND PAYMENT CONDITIONS

7.1. For the use of the virtual spaces herein assigned, the ADVERTISER shall pay UOL the amount mentioned in the relevant AR, in the payment conditions and form provided in such document, upon invoice to be issued by UOL. The invoices are issued by UOL, with its full amount, at the start of the relevant campaign, with its due date to the 15th day of the following month.

7.2. UOL may only adjust prices in periods equal to or longer than twelve (12) months, or in the minimum period established by law, as from the date of the last adjustment made. The parties hereby represent to be aware that the last adjustment made to the amounts of the assigned resources occurred on the date informed in the page of the Resource Offer subject matter hereof.

7.2.1. The parties agree that the adjustment mentioned in the item above shall always be made based on the fluctuation of the IGP-M/FGV.

7.2.1.1. If the IGP-M/FGV is no longer considered the instrument of inflation adjustment for calculation of automatic adjustments of prices established herein, new indexes that may replace it shall be used and, if there is none, a new formula for the adjustment to be expressly informed to the ADVERTISER.

7.2.2. Notwithstanding the provisions in section above, the amounts may be reviewed, at any time, for the recovery of the initial financial and economic balance if there is an increase in the price of the inputs needed for the assignment of the virtual space, or in the event of any taxes, fees, rates, charges, contributions, including tax and tax related contributions, social security, labor and also if the current tax rates are modified in any form, whether increased or reduced.

7.2.3. Whenever UOL decides to adjust the prices, pursuant to section 7.2, it shall notify the ADVERTISER by email at least thirty (30) days before the date of the intended



adjustment. If the ADVERTISER does not agree with the adjustment notified by UOL, it may terminate this Agreement, pursuant to Section Eight.

7.3. In the event of failure to pay on the date provided, the ADVERTISER shall incur:

- (i) interest on arrears of one percent (1%) per month on the total debit amount calculated from the due date until the date of the actual payment;
- (ii) inflation adjustment calculated from the due date until the date of the actual payment of the obligation, using the inflation by IGP-M (General Market Price Index), calculated by Fundação Getúlio Vargas, for the same period. If such index ceases to exist, the official index replacing it shall be adopted;
- (iii) interest on arrears of two percent (2%) calculated on the debit amount, charged at once.

7.3.1. Without prejudice to the provisions in section 7.3 above, delaying the payment for a period equal to or longer than five (5) calendar days shall result in the interruption of the contracted resources. If the delay lasts longer than thirty (30) days, UOL may definitely terminate the resources contracted by the ADVERTISER, without the prejudice to the collection of defaulted charges.

7.3.2. If the availability of virtual spaces is interrupted, due to delay in payment for longer than five days, the resumption of such shall occur within seventy-two (72) business hours after the debit payment.

SECTION EIGHT – EFFECTIVENESS AND TERMINATION

8.1. This instrument shall be irrevocably and irreversibly effective for the duration indicated in the relevant AR.

8.2. UOL may terminate this Agreement, at any time, during the effectiveness hereof, upon previous written notice submitted to the ADVERTISER.

8.3. At any time, the ADVERTISER may manifest that it is no longer interested on the Resources contracted herein, and request its termination, through UOL Customer Service or through the telephone numbers included in the website [<https://sac.uol.com.br/>], subject to the conditions provided herein.

8.4. The ADVERTISER may choose the IMMEDIATE TERMINATION or the SCHEDULED TERMINATION.

8.4.1. In the event of the scheduled termination, the ADVERTISER undertakes to settle any debts and pending amounts and amounts falling due, related to the periods and/or resources that have already been made available and the ADVERTISER may benefit from the resources until the end of the contracted period.

8.4.2. If the ADVERTISER chooses the immediate termination, UOL shall immediately comply with the request, and the ADVERTISER shall only pay for the period and/or

resources used on a pro-rata basis until the termination. Notwithstanding, the ADVERTISER shall lose the discount resulted from the assigned virtual space, if any, without prejudice to the payment of any early termination fees described in the offer page or informed at the execution of the agreement, with interest and inflation adjustment.

8.4.2.1. If the ADVERTISER is entitled to reimbursement of amounts, due to the option of immediate termination, the amount related to discounts, termination fees and any payment divided into installments shall be offset by the amount to be reimbursed to the ADVERTISER, and any credit shall be reimbursed or any debt shall be charged in the same form authorized by the ADVERTISER.

8.5. This Agreement may be immediately terminated, by operation of law, regardless of any communication or notification, whether judicial or extrajudicial, due to the violation of any provisions hereof, by any of the parties, in a way to hinder the performance of the subject matter hereof.

8.6. Not using the virtual space herein assigned does not result in the automatic termination of this Agreement. Therefore, the ADVERTISER is subject to the normal charges related to the spaces herein assigned and any implications from the lack of payment.

8.7. If the ADVERTISER no longer wishes to insert its advertisements in Portal UOL, at any moment, the parties hereby agree that the amounts related to the campaign, included in the AR, shall be fully due by the ADVERTISER, who shall perform the payment of the outstanding balance within five (5) days as from the date of the discontinuation. In such case, UOL shall not be, in any way, obliged to return any amount paid by the ADVERTISER related to the campaign.

SECTION NINE - INDEMNIFICATION

9.1. The ADVERTISER hereby agrees to hold harmless and indemnify UOL, its officers and employees for any losses, expenses, damages, complaints or claims incurred by any third party or incurred or suffered by UOL in association or as a result of the advertisements and/or the use of virtual spaces breaching the terms and conditions of this instrument, the AR or the conditions to use any resource provided herein, any local, domestic or international applicable law or regulation, or any third-party rights by the ADVERTISER.

SECTION TEN – GENERAL PROVISIONS

10.1. The relationship established between the parties, regarding the virtual space assignment by UOL for the disclosure of advertisements by the ADVERTISER, and duly reflected in the relevant AR, constitutes the sole and integral agreement between the Parties in such regard, superseding all other documents, letters, memoranda or proposals between the parties, as well as oral understandings that occurred before the date hereof. Notwithstanding, the parties hereby grant full, general, unchangeable and



irrevocable release of all and any obligations and/or duties from one party before the other, due to any type of commercial and/or contractual relationship established between the parties before the date hereof, and the sole obligations of the parties, from one party before the other, in relation with the purpose of this instrument, shall be the ones expressly provided in this instrument and/or the relevant AR executed between the parties.

10.2. The execution of the AR by the ADVERTISER binds the parties and their successors, in any way, to the terms of the AR and the terms and conditions hereof. For purposes of this instrument, the successor will be considered, but not limited to, the company resulting from the spin-off, consolidation, acquisition or merger of any of the Parties, regardless if the party has the same corporate name and/or corporate records of the Parties who originally contracted this service.

10.3. This Agreement is executed on an irrevocable and irreversible basis, binding the Parties, as well as their heirs and successors, in any way.

10.4. The parents or legal representatives of the minor, if applicable, may be liable for the acts performed by the minor in the use of the Resources subject matter hereof, among which are any damages caused to third party, practice of acts prohibited by law and by the provisions hereof.

10.5. The omission of any of the Parties in requesting the full or partial compliance with any Clauses and provisions of the Agreement, whether once or continuously, shall be construed as a mere liberality, not implying in novation, waiver, consideration, transaction, remission, and/or compensation and it does not prevent the other party from its right to request the strict compliance with the contractual obligations, at any time.

10.6. This Agreement is governed by the Brazilian law.

10.7. The rights and obligations hereof may not be assigned by the ADVERTISER, subject to the termination of this Agreement, without any encumbrances to UOL. On the other hand, UOL may assign this Agreement at any time.

10.8. The ADVERTISER hereby expressly accepts that UOL will send e-mails and text messages to the cellphone number registered at UOL database with informational purposes and with specific communication about the subject matter of this Agreement and/or any resources, offers and plans offered by UOL.

10.9. The ADVERTISER expressly represents and guarantees, for all legal purposes:

- a) to have the legal capacity to execute this Agreement;
- b) to be financially responsible for the use of the virtual space herein assigned AND TO HAVE FINANCIAL CONDITIONS TO BEAR WITH THE PAYMENTS, COSTS AND EXPENSES ARISING FROM THIS AGREEMENT;



c) to acknowledge that this Agreement is formalized, as the case may be, by binding the parties, WITH the oral acceptance BY THE ADVERTISER, WHICH OCCURS UPON TELEPHONE CALL TO UOL'S CUSTOMER SERVICE or upon the click on "DE ACORDO" (I ACCEPT) BUTTON, which will appear following the screen of this Agreement; and
d) to have read and that it is aware and agrees with all terms and conditions hereof.

10.10. UOL reserves its right to modify, add, or remove any clauses or conditions of this Agreement, notifying the ADVERTISER by e-mail or any other electronic mean whenever the change results in restrictions of the conditions initially agreed, at any time and at its sole discretion. If the ADVERTISER does not agree with the modifications, it may terminate this Agreement, without any encumbrances, within thirty (30) days from the date the notification was received.

10.10.1. Likewise, UOL reserves its right to change, both the form or the content, discontinue, terminate or interrupt any of the resources, utility or application, whether provided by UOL or by third parties, at any time and at its sole discretion, provided that the change is notified to the ADVERTISER thirty (30) days before it occurs, by e-mail or any other electronic mean, not resulting in any breach of this Agreement. If the ADVERTISER does not agree with the modifications, it may terminate this Agreement, without any encumbrances, within thirty (30) days from the date the notification was received.

10.11. UOL is not responsible for the commercial transactions performed online, which shall be under the full responsibility of the ADVERTISER and whoever advertises the sale of goods or services online.

10.12. Pursuant to the Cooperation Agreement executed between UOL and the São Paulo State Prosecution Office in November, 2005, UOL reiterates the terms of its Privacy and Security Policy and this Agreement, informing that its Products and Services must not be used to broadcast, disclose or promote child pornography, pedophilia, racist material, discriminatory material or any other type of material violating the Brazilian law in force.

10.13. UOL is a service provider of value added to the telecommunication services, not subject to Anatel regulation. The ADVERTISER represents to be aware that UOL's customer services (SAC # CALL CENTRE) are different from customer services provided by telecommunication providers and they are not subject to those, with the form and phone number described and available in UOL's website at [<https://sac.uol.com.br/>].

10.14. The ADVERTISER represents to be aware that all and any support through telephone calls shall be performed through the numbers displayed in the website of the UOL's Customer Service. If the ADVERTISER chooses a plan that does not include the



right to customer support by telephone, the cost of the support will be informed to the ADVERTISER at the request of the service.

10.15. In the event of any difference or incompatibility between the terms of this instrument and the terms of an AR executed between the parties, both parties hereby acknowledge that the terms and conditions of this instrument will prevail.

SECTION ELEVEN - VENUE

11.1. The parties hereby elect the courts of the Judicial District of the City of São Paulo or the courts of the Judicial District of the city of the ADVERTISER, at the discretion of the plaintiff, to settle any disputes that may arise under this instrument, expressly renouncing to any other, however privileged it may be.