

Dealroom.co

Ecosystem solution agreement

We are **Dealroom.co BV**, of Cornelis Dirkszstraat 27 2, 1056 TP Amsterdam, Chamber of Commerce: 59237368 and VAT NL853382104B01. On our platform (the **Dealroom Platform**) we offer an unrivalled global dataset on technology companies and investors for others to educate themselves and base business decisions on (the **Database**). In this **Agreement**, we offer you an ecosystem platform with data derived directly from the Dealroom Platform, subject to the subject to geography or sector filters of your choosing.

When we refer to “**you**” or “**Local Partner**”, we mean you as our client, with the following company details.

Local Partner name	São Paulo Negócios
Address	Rua Libero Badaró, 293, 12º andar, São Paulo, SP 01009-000, BR
Invoice address	Rua Libero Badaró, 293, 12º andar, São Paulo, SP 01009-000, BR
Primary contact	
Name	Naira Bonifácio
Phone	+5511975507552
Email	naira.bonifacio@spnegocios.com
Invoice email	financeiro@spnegocios.com / elenice.linhares@spnegocios.com
VAT / tax number	28.743.311/0001-60
Chamber of Commerce No	5.816.070-1
Name signatory	Michael Sotelo Cerqueira
Title	Investment & New Business Director

The Local Partner and Dealroom.co will be together referred to as **Parties** and individually as a **Party**.

TERMS

We agreed to the following terms.

Local Ecosystem	São Paulo
Moderator accounts	3
Premium accounts	1
Research Publications	Optional. Price listed below - Main research publication (typically 20 – 25 pages of content) for a fee of USD 15,000 per report
Start date	12th of January

Term	2 years from the Start date
Invoice	Yearly, upfront
Payment term	30 days after receiving the invoice
Renewal	Automatically renews for 2 years unless terminated in writing to support@dealroom.co giving at least 90 days' notice

Prices:

Ecosystem Platform	15,000.00 USD/year
Premium Account (1)	3,000.00 USD/year
Total Fee	36,000.00 USD

1. The Ecosystem solution

- 1.1. We will create a platform for you, referred to as the **Ecosystem Platform**. This platform shall directly interface with the main Dealroom platform. You can choose a specific geography or sector filter that will apply to the Ecosystem Platform. The specific geography/sector filtering you have chosen is referred to as the **Local Ecosystem**.
- 1.2. We will provide you with certain possibilities to personalize the look and feel of your Ecosystem Platform. Within these possibilities, you may choose the options you prefer. The Ecosystem Platform can be made accessible in three ways:
 - a. on a sub-domain of the Local Partner; or
 - b. embedded in the root web domain of Local Partner; or
 - c. on a sub-domain of Dealroom.co.
- 1.3. The Local Partner grants access to users who wish to use the Ecosystem Platform. Anyone that has an account to the Ecosystem Platform will be referred to as a **User**. It is important that the Users agree to the General terms SaaS, API and other Services (hereinafter referred to as the **General Terms** as attached hereto as Annex 1) before accessing the Ecosystem Platform. The Local Partner shall in no way circumvent the accessibility of the Ecosystem Platform or alter the General Terms presented to be accepted by the Users. If the Local Partner assesses that it needs to add additional terms or conditions to the General Terms by Dealroom.co it is free to do so. In any case of conflict between the terms of the Local Partner and the General Terms, the latter will prevail.
- 1.4. Dealroom.co deeply values the correctness of its data in the Database, however given the nature of an open platform, Dealroom.co cannot warrant or guarantee that data is 100% correct.
- 1.5. Parties can together decide, and mutually agree, to invite other parties as sponsor to the ecosystem platform. Sponsors from SP Negócios can have their logo displayed without additional costs, in case they do not need additional services from Dealroom (Premium Accounts, Researches, API)

2. Research Publications

- 2.1. Parties can agree on drafting and publishing research reports about the Local Ecosystem and its characteristics (**Research Publications**).
- 2.2. Parties can together decide, and mutually agree, to invite other parties as sponsor to the Research Publications.
- 2.3. Dealroom.co shall cooperate with you in the creation of Research Publications, subject to the Research Publications Fee, and additional conditions to be agreed upon on a case by case basis – if any. The Research Publications Fee shall be due up front, unless agreed otherwise by Parties. Parties shall agree upon the publication details such as the credits and citations.

3. Users

- 3.1. People can access the Ecosystem Platform at different levels. The levels are explained below.

Rights	Free accounts	Premium accounts	Moderator accounts
View the Local Ecosystem data	All results	All results	All results
Use advanced filtering	Yes	Yes	Yes
Edit data (but not personal data*)	Own companies	Own companies	All companies on Ecosystem Platform
Export data	No	Yes (up to 20,000 rows)	Yes (unlimited on Ecosystem Platform)
View international data	Yes (up to 5 results)	Yes (unlimited)	Yes (unlimited)

*Personal data, as defined in the GDPR may not be altered, with the sole exception of a specific request hereto of the data subject whose data is concerned with the request. If such a request is received by the Local Partner, a copy of this request evidencing the request for alteration of the personal data involved will be sent to Dealroom.co.

- 3.2. The Local Partner will receive up to:
 - a. **3 moderator accounts** for its employees for access and edit of the Ecosystem Platform
 - b. **1 premium account** for its team to access the Global Data Platform (app.dealroom.co)

4. The responsibility of the Local Partner and Users

- 4.1. The Local Partner and the Users must agree to our General Terms. These General Terms are attached as [Annex 1](#). The General Terms may be altered from time to time to adjust to new best practices, laws or regulations. We shall inform you of such alterations after which notification the new General Terms shall automatically replace the current General Terms.

- 4.2. The Local Partner and the Users are responsible for the way they use the data obtained from the Ecosystem Platform. Data must be used in accordance with any and all applicable laws and regulations. This includes but is not limited to use the data in accordance with the EU General Data Protection Regulation (**GDPR**), which is further explained in article 5. Dealroom.co is not liable for any misuse or misrepresentation of the data by a Local Partner or User.
- 4.3. Dealroom.co explicitly distinguishes itself from any conclusions, advises, researches, policies or other business related decisions made based on data from the Database or on any data presented in the Ecosystem Platform. Moreover, Dealroom.co explicitly warns you for the power of data. If data is not used carefully, data can discriminate or have (unintended) hurtful effects on data subjects.

5. Handling of personal data

- 5.1. The Ecosystem Platform contains information on parties and people involved in the start-up and scaleup ecosystem including (their) personal data. Dealroom.co made an assessment of the personal data it processes through the Database and concluded that its processing of personal data is compliant with the GDPR. More information can be found in our Privacy Policy, attached as [Annex 2](#).
- 5.2. The Local Partner and Users must undertake to protect any personal data diligently, in accordance with the principles set out in article 5.1 and pursuant to applicable laws and regulations including the GDPR. The Local Partner and the Users are responsible to assess whether their intended processing of any personal data by using the Ecosystem Platform or the Database is legitimate, necessary and compliant with the GDPR prior to any such actual processing of personal data. The Local Partner and User are solely responsible to make sure that their processing of data is in accordance with the law.
- 5.3. Dealroom.co is not liable for any violation of any applicable law and/or regulations including the GDPR made by the Local Partner or a User. Local Partner indemnifies Dealroom.co for any claim or damages resulting from its processing of the Ecosystem Platform, the Database or any data extracted therefrom.
- 5.4. As soon as this Agreement is terminated, cancelled or expired, the Local Partner must delete all personal data that it has obtained through the Ecosystem Platform. The Local Partner must also make sure that all the personal data obtained through the Ecosystem Platform is deleted within the organisation of the Local Partner. The Local Partner must send proof of the deletion to Dealroom.co.

6. Local Partner Contribution

- 6.1. The Local Partner shall, during the term of this Agreement, make best efforts to:
 - a. make relevant data about the Local Ecosystem available to Dealroom.co. The Local Partner will share the applicable data with Dealroom.co in a format provided by Dealroom.co (**Local Partner Contribution**); and
 - b. make best efforts to provide Dealroom.co with updates regarding relevant data-sources & developments in the Local Ecosystem.
- 6.2. The Local Partner is responsible to check if the Local Partner Contribution is:
 - a. made in accordance with applicable laws and regulations including but not limited to the GDPR;

- b. complete, accurate, true and not misleading in any way;
- c. not offensive, hurtful, discriminatory or otherwise inappropriate in any way, and whether any of the Local Partner Contributions qualifies as such is to be exclusively decided by us;
- d. not contain computer viruses, malware, trojan horses, worms, bots or other software;
- e. be free of any third party (intellectual property) rights or any other rights preventing the free and unencumbered Local Partner Contribution to us;
- f. not infringe any rights of Dealroom.co, our suppliers, or clients;
- g. be made in accordance with this Agreement.

6.3. Any Local Partner Contribution made by you may be saved, removed or changed by us.

7. Data export

- 7.1. The Local Partner can make a request to Dealroom.co for a data export (in Excel and CSV) containing data on start-ups and investments within the Local Ecosystem according to a desired time interval. Dealroom.co will respond within 7 days whether Dealroom.co will grant the request.
- 7.2. If the Agreement is already terminated, Dealroom.co will send a data export (in Excel and CSV) upon request of the Local Partner. All personal data will be excluded from this data export.
- 7.3. If the Local Partner is interested in a data export including personal data, Dealroom.co will provide such data export only if:
 - a. the Local Partner takes its responsibility as data processor and asks all data subjects concerned for explicit consent to the processing of its personal data by the Local Partner, or if the Local Partner is authorised to process the personal data on another basis; and
 - b. the Local Partner provides Dealroom.co with copies of the explicit consent of the data subjects, or copies of evidence of another basis on which the Local Partner is authorised to process the personal data.

8. The Agreement

- 8.1. When you provide us with certain information, we may assume that the provided information is correct, complete, and up to date, and we will base the proposal on that information. If you have provided us with false, incomplete or misleading information we have the right to adjust the terms in the Agreement.
- 8.2. Dealroom.co shall execute this Agreement to the best of its knowledge and abilities and according to the requirements of professional practice.
- 8.3. If the Agreement requires change, we shall negotiate the required changes and agree on them in writing. Dealroom.co may raise or lower offered prices in such cases.

9. Pricing

- 9.1. Offered prices do not include possible expenses or any taxes or levies imposed by relevant authorities. All offered prices are based on the exchange rate in force at the time of signing. All deviations of the price due to a change in the exchange rate between the date of signing the Agreement and the date payable are for the account of the Local Partner.

9.2. The offered prices only apply for the Term. We can change our prices at Renewal.

10. Payment and Collection Charges

- 10.1. The Total Fee must be paid in advance, unless otherwise agreed in writing between Parties. We will send you an invoice within 30 days of signing this Agreement. This invoice and all our other invoices have a payment term of 30 days after the invoice date.
- 10.2. Payment to be made to Dealroom.co - IBAN: NL27INGB0006279993; BIC/SWIFT INGBNL2A
- 10.3. If a payment is due, and you have failed to meet your payment obligation, you will automatically be in default. A default notice is not required.
- 10.4. Payments are non-refundable.
- 10.5. Complaints shall not suspend a payment obligation.
- 10.6. In case of default:
 - a. we may charge the statutory (commercial) interest. The interest is calculated from the moment that the payment becomes due, until the moment that the amount has been paid in full;
 - b. we may suspend or terminate the Agreement;
 - c. we may charge all extrajudicial costs.

11. Termination

If this Agreement is terminated, we will terminate the Ecosystem Platform directly.

12. Non-competition

By signing this Agreement, you undertake not to engage in, initiate, take part, advise on, be employed by, or be involved in setting up or supporting a company or organisation in any way that competes with the activities of Dealroom.co. Should you have any hesitation on whether an activity is competing, please contact us.

13. Availability and maintenance

- 13.1. The Ecosystem Platform and the Database shall be hosted, maintained, and managed by Dealroom.co. We shall ensure that the Ecosystem Platform is available for use for the entire duration of the Agreement. We shall do our best to keep the Ecosystem Platform up and running 24 hours a day, 7 days a week.
- 13.2. We are responsible for the functioning and maintenance of the Ecosystem Platform. This includes daily backups of the Database and the immediate remedy of critical bugs or other material defects. Critical bugs mean that the Ecosystem Platform (frontend or backend) cannot be used until the problem has been solved. All other defects shall be remedied within a reasonable period after notification or discovery of the defect, at the latest within the next product release. During maintenance, the Ecosystem Platform may be unavailable. Maintenance will, as a matter of principle and on a best effort basis, not take place during office hours.
- 13.3. Our technical support team is available on weekdays, excluding Dutch national holidays, from 08.30 am to 17.00 pm CET.

- 13.4. We will continue to develop our software operating the Ecosystem Platform. This includes, but is not limited to, changing, modifying, removing or adding certain features or functionalities of the software.
- 13.5. We do not guarantee that the software for operating the Ecosystem Platform is completely free of error. Please inform us immediately of any errors, bugs or malfunctions of the software. We will then do our utmost best to resolve your problem as quickly as possible.

14. Third parties

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of this Agreement.

15. Force Majeure

We are not liable for any damages in case of force majeure. If the force majeure takes place for a period that exceeds 60 days, the Agreement can be terminated in writing. In that case, Parties have no right to recover damages.

16. Intellectual property

We (or our licensor or suppliers) are the exclusive owners of all existing and future intellectual property rights, such as database rights, copyrights, trademarks, design rights, patents, source codes and know-how, which already exist or will arise during the Term of the Agreement in relation to our software, the Dealroom Platform, the Database, the Ecosystem Platform or any fruits thereof.

17. Non-disclosure

Parties shall keep confidential information confidential unless it is required by a statutory or professional obligation to disclose it. **Confidential information** includes all information which has been designated as confidential or which by its nature can be classified as confidential.

18. Liability

- 18.1. Unless otherwise agreed in writing between you and Dealroom.co, any data offered via the Ecosystem Platform is offered “as-is” and “as-available”. Dealroom.co makes no representation or warranty of any kind with respect to the data.
- 18.2. Dealroom.co shall not be liable for data loss or damage arising from this Agreement unless it is proven that the loss or damage was caused by gross negligence by Dealroom.co.
- 18.3. You indemnify us for all claims by third parties relating to Local Partners Contributions.
- 18.4. We are not liable for any damage which is caused by inadequate use of the Ecosystem Platform.
- 18.5. We are not liable for any lost profits or lost income. Local Partner is sole responsible for the business decisions it makes based on data derived from the Ecosystem Platform, Dealroom Platform and/or Database.
- 18.6. For other damages, if any, is our liability limited to a maximum sum of the lower of (i) EUR 25.000, or (ii) the Total Fee.

- 18.7. All claims and defences against us shall lapse 3 months after you have become aware of a fault by us.
- 18.8. The limitations set out in article 18.6 do not apply if the damage is the result of wilful misconduct or gross negligence from our side.

19. General

- 19.1. These terms in this Agreement shall apply for as long as the duration of the Agreement and for as long as necessary to wind up the Agreement.
- 19.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which' interpretation shall be as close as possible to the intent of the invalid provision.
- 19.3. Dealroom.co may assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement without your prior written consent.
- 19.4. You are not allowed to assign or transfer any rights and obligations under this Agreement without prior written approval of Dealroom.co. The existence of the Ecosystem Platform is subject to a strictly personal license to access and use the Database under condition described herein. This license may not be used, sub-licensed or attributed to any other company (including affiliate companies, daughter, mother or sister companies) but the company mentioned on page 1 hereof.
- 19.5. This Agreement is exclusively governed by the laws of the Netherlands and in case of any dispute the court of Amsterdam shall have exclusive jurisdiction.

[signatures on the next page]

SIGNED

São Paulo Negócios



Assinado
D4Sign

By: Aloysio Nunes Ferreira

Title: President-Director

Date: 01/12/2023

Dealroom.co B.V.

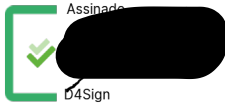


Assinado
D4Sign

By: Yoram Wijngaarde (yoram@dealroom.co ;
+31615201356)

Title: CEO

Date: 01/12/2023



Assinado
D4Sign

By: Michael Sotelo Cerqueira

Title: Investment & New Business Director

Date: 01/12/2023

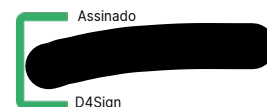


Assinado
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ANNEXES

Annex 1: General terms SaaS, API and other Services

Annex 2: Privacy Policy



Assinado
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ANNEX 1: GENERAL TERMS SAAS, API AND OTHER SERVICES

[Link to the document here: <https://dealroom.co/terms-of-service>]

ANNEX 2: PRIVACY POLICY



[Link to the document here: <https://dealroom.co/privacy-policy>]

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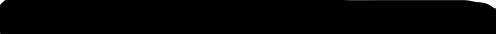
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Eventos do documento

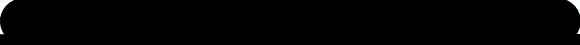
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MICHAEL SOTELO CERQUEIRA **Assinou como parte** 
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- DATE_ATOM: 2023-01-12T17:36:19-03:00

12 Jan 2023, 17:37:49

ANETE S. BARROS **Assinou como testemunha** 
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2023-01-12T17:37:49-03:00

13 Jan 2023, 06:23:15

YORAM WIJNGARDE **Assinou como parte** [REDACTED]

Estrangeiro - DATE_ATOM: 2023-01-13T06:23:15-03:00

16 Jan 2023, 13:39:14

ALOYSIO NUNES FERREIRA FILHO **Assinou como parte** [REDACTED]

[REDACTED] - DATE_ATOM: 2023-01-16T13:39:14-03:00

17 Jan 2023, 15:15:14

NAIRA FERREIRA BONIFÁCIO **Assinou como testemunha** [REDACTED]

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