

General Terms and Conditions of Partnership

This Agreement is made and entered into force between:



[HUAWEI] Huawei do Brasil Telecomunicações Ltda.

[SALES PARTNER] 64.343.195 GIOVANNA DO VALE LOPES

ALVES SALES

Huawei and Partner are hereinafter collectively referred to as the "**Parties**" and is each individually referred to as a "**Party**".

To register as Huawei's partner, Partner must accept the terms and conditions of this General Terms and Conditions of Partnership (hereinafter: the "Agreement").
This Agreement applies to all registered partners.

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Article 1 Definition

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter.

Affiliate(s) shall mean any corporation, company or other business entity that directly or indirectly controls or is controlled by or under the common control with a Party. For this purpose "control" means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.

Authorized Administrator shall mean an individual (internal staff of Partner) who is authorized by Partner to access and use ePartner, eKit and other Huawei Partner Portal for performing applicable and permitted activities on behalf of Partner.

Applicable Laws shall mean any and all international, regional, national, federal, state and local laws, ordinances, codes, regulations, rules and any other applicable requirements in the Territory.

Confidential Information shall mean all financial, business and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to during discussions leading up to the Agreement and throughout the Term.

Consents shall mean all necessary government approvals, authorizations, permits, licenses, registrations and consents required by the Applicable Laws.

Component Partners purchase Huawei's self-developed components and incorporate them into their own products for sale through R&D and production. These partners do not directly resell or simply repackage and sell Huawei components.

Documentation shall mean designs, drawings, sketches, advices, specifications, data, documentation, reports, notes, calculations, samples, models, patterns, photographs, audio-visual materials, recordings, manuals, tools and all other information and the like which is in a material form and is required to be provided and created (including, where the context so requires, those to be created by Huawei) for the performance of the obligations for specific opportunity or project.

End User(s) shall mean the final purchaser or licensee that has acquired Products and/or Services for its own Internal Use only and not for Resale, remarketing or distribution.

ePartner shall mean the website as set forth at URL Address: partner.huawei.com and corresponding available mobile application (if any) which is used as the portal and official platform for the Parties' cooperation.

eKit shall mean the website as set forth at URL Address: eKit.huawei.com and corresponding available mobile application which is used as the portal and official platform for the cooperation between

Huawei and Distribution Partner.

Huawei Material shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, databases, reports, drawings and other similar work products.

Huawei Trademark Policy shall mean the terms and conditions available at: <http://e.huawei.com/en/partner/partner-program/legal/sub-legal/trademark-policy> and other policy or guidance related to the use of Trademark as published on ePartner, which may be updated from time to time.

Huawei Partner Policy shall mean guidelines and policies formed by Huawei in relation to the cooperation with Partner published on ePartner or sent to Partner by email, which may be updated from time to time subject to the discretion of Huawei and communicated to Partner and shall bind Partner explicitly.

Intellectual Property Rights shall mean patents, rights to inventions, copyright and related rights, Trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including but not limited to know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Product(s) shall mean Huawei hardware products, Software and related documentation which Huawei makes available to Sales Partners either directly or through an Authorized Source for Resale (or, in the case of Software, license grant to use such Software).

Related Parties shall mean the related companies, sub-distributors, subcontractors, employees, agents, representatives and/or advisors of Partner.

Service(s) shall mean any maintenance, design, implementation, or any other services provided or to be provided by Huawei, each available Service has its own Service description, as of the purchase date of such Services, to be made available as set forth at URL Address: <https://e.huawei.com/en/services>

Software shall mean the machine readable (object code) version of computer programs developed or marketed by Huawei and/or its Affiliates and related documentation.

Term shall mean the period during which this Agreement is effective as prescribed in Article 14 of this Agreement.

Territory shall mean the geographic location(s) where Partner is authorized to provide Products and/or Services by Huawei at its own discretion, as defined in ePartner or eKit system for Partner.

If Partner is authorized to provide Products and/or Services in one of the member states of the EEA (EEA means the nations of the European Union and the European Free Trade Area) or Switzerland, the Territory shall be EEA and Switzerland.

Trademark(s) shall mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Huawei or any of its Affiliates anywhere in the world and which Huawei owns or has the right to use in the Territory.

User Data shall mean any information, data and/or files captured by Partner and/or End User's use of the Products, Services, and/or Software, or entered, transmitted or uploaded by Partner and/or End User to Software, any analysis, alerts, and reports generated by the Products, Services or Software containing such data. For the avoidance of doubt, User Data does not include any Software.

White Label Partners purchase Huawei products that do not bear the Huawei brand, and resell these products or provide services under a non-Huawei brand.

Article 2 General Terms

- 2.1 The Parties acknowledge and agree that the rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically agreed by the Parties through written agreements.
- 2.2 Notwithstanding the use of the term "Partner" in this Agreement, the Parties do not intend to create any legal relationship of partnership between them. The Parties acknowledge and agree to perform activities hereunder only as independent contracting parties. Nothing in this Agreement shall be understood to indicate that the Parties have formed any legal relationship of partnership, including but not limited to joint venture, partnership, broker, employee, agent or be acting as the legal representative of the other for any and all purpose, and no provision hereunder shall be construed to be inconsistent with such understanding. Partner shall, in the communications with its customers and any other activities, clearly describe the said relationship with Huawei and solely bears full liability for any and all of its actions.
- 2.3 Nothing in this Agreement shall be interpreted as granting either Party the right or authority to bind the other, except as provided under this Agreement, or to make commitments or enter into agreements of any kind on the other Party's behalf, implied or otherwise, without prior written authorization or agreement.
- 2.4 Partner understands and agrees that the use of Huawei products and services shall be subject to Huawei Enterprise Business End User License Agreement (<https://e.huawei.com/en/about/eula>). As a reseller of Huawei, Partner shall deliver the Huawei Enterprise Business End User License Agreement to next-tier resellers or end users in a complete, accurate, and effective manner, including but not limited to specifying the obligations involved in the clause of this Agreement with next-tier resellers or end customers.

Huawei shall not be liable for any third-party losses caused by the Partner's breach of this article. If Huawei suffers third-party claims or other substantial damage due to the aforesaid breach, Partner shall be liable for all of the above losses.

Article 3 Basic Requirements for Engaging the Cooperation

3.1 Partner Registration and Certification

In order to become Huawei's partner, Partner shall complete the registration process on ePartner. Partner may apply for certification of a specific type of partner as provided on Huawei's partner system by completing registration in accordance with the corresponding Huawei Partner Policy.

3.2 Appointment of Authorized Administrator

Partner should appoint an Authorized Administrator, who is authorized by Partner to access and use ePartner and eKit for performing applicable and permitted activities. The Authorized Administrator acknowledges and represents that in processing such activities, he or she is acting on behalf of Partner. Partner and the Authorized Administrator both agree and undertake that any activities performed by Authorized Administrator on ePartner and eKit shall be binding on Partner.

3.3 Compliance of Huawei Partner Policy

To the extent permissible by local law, Partner must strictly abide by Huawei Partner Policy and as other policies that may be circulated by Huawei. Partner acknowledges and recognizes Huawei's exclusive right to develop and interpret the clauses in Huawei Partner Policy.

Article 4 Intellectual Property Rights

4.1 Trademark Protection and Authorization

4.1.1 Partner acknowledges and agrees that Trademarks shall be used in accordance with Huawei Trademark Policy and be subject to the prior written consent of Huawei as required pursuant to the related agreements and/or Huawei Partner Policy.

4.1.2 Partner shall not remove, alter, or destroy any form of copyright notice, Trademark, logo, or confidentiality notice attached to or provided with any Products and/or Services (Except for Component Partners and White Label Partners).

4.1.3 Partner may not engage in any activity that may, in any way, infringe, impeach or lessen the value of Trademarks or may prejudice the reputation of Huawei.

- 4.1.4 Partner shall not use any trademark of third parties in relation to the Products and/or Services without written permission of such third parties. In no event shall Huawei be responsible for Partner's use of third party's trademark in relation to the Products and/or Services, and Partner shall indemnify and hold Huawei harmless from infringement caused by the use of third party's trademark in relation to the Products and/or Services by Partner.
- 4.1.5 Huawei shall be entitled to inspect Products at the premises of Partner in order to confirm full compliance with the provisions set forth under Article 4.1.

4.2 Huawei's Intellectual Property Rights

- 4.2.1 Partner acknowledges and accepts that all of the Intellectual Property Rights pertaining to Products, Services, Software, Documentation, ePartner, eKit and any other systems of Huawei are and shall remain the property of Huawei or its licensors. Partner will not during the effective Term of this Agreement or at any time after the expiration or termination of this Agreement request for or raise any claim or dispute relating to the ownership of any of such preexisting Intellectual Property Rights in any way. Partner can only use the Huawei background Intellectual Property in accordance with terms set forth under Huawei Partner Policy and/or license granted by Huawei under specific agreements.
- 4.2.2 Partner shall not, without Huawei's prior written consent, alter, disassemble, reverse the operation of, improve, modify, upgrade or otherwise modify any Huawei's Confidential Information or Intellectual Property Rights received under this Agreement, disassemble, reverse engineer, or reverse compile Huawei's products supplied by Huawei under the Agreement in any way: remove or alter the serial numbers on the products distributed under Huawei's authorization under this Agreement, identification numbers, Huawei trademarks or other marks on the products authorized for distribution by Huawei under this Agreement.
- 4.2.3 Huawei has the exclusive right, title and interest in Huawei Software. Any Huawei Software either incorporated in the Product or provided to Partner as a service by any Huawei system, platform, tools, etc., shall be governed by the terms and conditions of the Huawei Software license. Huawei grants Partner a non-exclusive, irrevocable, and non-transferable and non-sub-licensable right to use Huawei Software only to the extent explicitly required for the purpose of cooperation within the Territory solely in accordance with the terms of the Huawei Software license and other agreements and contracts signed between the Parties during the effective Term of this Agreement. Partner shall not, nor shall it allow any third party to reverse engineer, decompile or attempt to discover any source code or underlying ideas or algorithms of any Huawei Software, or use Huawei Software in combination with any open source software.
- 4.2.4 Except as otherwise agreed in this Agreement, during the effective term of this Agreement, Huawei grants Partner a non-exclusive, revocable, and non-transferable

and non-sub-licensable right to use, reproduce and copy Huawei Material only to the extent explicitly required for the purpose of cooperation within the Territory in accordance with Huawei's written consent.

4.3 Intellectual Property Remedy

Notwithstanding any other provision in this Agreement and without prejudice to the generality of the other provisions in this Agreement, Huawei shall have the right to seek other remedies available under the Applicable Laws and in equity including statutory damages, compensatory damages, loss of goodwill, loss of profits and revenue, and loss of income and any other damages resulting from Partner's breach of this article.

Article 5 Confidentiality

- 5.1 In the event that Partner accesses Confidential Information in the process of cooperation with Huawei, Partner shall protect such Confidential Information by employing the same degree of care as it uses to protect its own sensitive business information. Notwithstanding, Partner shall under no circumstances exercise anything less than a reasonable degree of care when handling Confidential Information.
- 5.2 During the effective Term of this Agreement or at any time after the expiration or termination of this Agreement, Partner and/or its Related Parties shall not disclose license, exchange and/or provide access to any Confidential Information to any third party, and/or reproduce, transfer, use directly or indirectly Confidential Information for purposes other than for the performance of the obligations under this Agreement.
- 5.3 Partner shall not disclose Confidential Information to any other party except to Related Parties whose knowledge of such Confidential Information is necessary for fulfilling Partner's obligations under this Agreement, provided that such Related Parties execute and comply with a confidentiality agreement with obligations no less stringent than those provided herein, which shall remain effective during Partner's cooperation with Huawei, regardless of the relationship between the Partner and the Related Parties changes or not. The disclosure of Confidential Information due to any act of such Related Parties shall be deemed as Partner's breach of this Agreement, regardless of whether the relationship of Partner and the Related Parties remain effective or not, and Partner shall be liable for such breach accordingly.
- 5.4 At Huawei's request or upon expiration or any early termination of this Agreement, Partner shall immediately return all Confidential Information and copies thereof to Huawei or destroy them according to Huawei's direction. Partner shall prove such return or destruction in writing to Huawei within ten (10) days of Huawei's request.
- 5.5 In the case where any materials referred to in Article 9.2.1 provided by Partner to Huawei contain any confidential information of a third party, Partner must ensure that full authorization has been obtained from such third party, including where such confidential

information of third party is embodied or quoted in documents made available to other parties (e.g. presentations given to customers) that are delivered jointly by Huawei and Partner. When disclosing confidential information to any third party in the course of business activities conducted jointly with Huawei, Partner shall ensure that such disclosure be made in accordance with any and all applicable agreements on confidentiality reached either with Huawei or any third party, including but not limited to Article 5 under this Agreement. Partner shall be solely responsible where the failure to comply with this sub-paragraph 5.5 results in any dispute and/or loss.

- 5.6 Except as expressly provided under this Agreement, neither Huawei nor Partner shall issue any press releases or make any public announcements that identify Partner as an authorized partner of Huawei without the express written consent of the other Party. In addition, Partner shall not, nor cause any third party, to take any action, make publication or communication that is or may be detrimental to the business reputation of Huawei.

Article 6 Compliance with Applicable Laws

6.1 General Compliance

Partner shall comply with all of the Applicable Laws in performing its obligations, receiving, reselling, distributing, transferring and/or otherwise providing Products and/or Services to Reseller and End User under this Agreement;

6.2 EXPORT CONTROL LAWS AND FINANCIAL COMPLIANCE

6.2.1 Partner shall comply with all national and international export control laws and regulations as well as the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by United Nations, P.R. China, European Union, United Kingdom, United States and any other country authorities which are applicable to this Agreement (for the purposes of this Article, collectively "Export Control Laws and Financial Compliance")

6.2.2 Financial Compliance

(a) Partner represents and warrants that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to or for the benefit of (1) any sanctioned targets prohibited and restricted by economic sanctions laws, (2) territories that are subject to comprehensive US sanctions (and identify those at the current time as Cuba, Iran, Syria, North Korea, Crimea and the eastern region of Ukraine) , and (3) to sectors of the Russian or Venezuelan economies that are subject to restrictions by US, EU, or UK sanctions.

(b) Partner represents and warrants that it has not involved and will not involve any person, bank or other entity, vessel or aircraft in dealings or transactions relating to this Agreement that might violate Sanctions and /or AML & CTF Laws or cause Huawei to commit violation or to be exposed to risks of violation under any Sanctions and /or AML & CTF Laws.

6.2.3 Export Control Compliance

(a) Partner shall ensure that the Products and/or Services will not directly or indirectly be resold, exported, re-exported or transferred to any person and/or entity prohibited or restricted by applicable export control laws in violation of the same, or to any person and/or entity located in embargoed and/or restricted countries and regions by applicable laws including but not limited to Iran, North Korea, Syria and Cuba. (b) Partner shall ensure that all Products and/or Services shall be used for civilian end-use. Partner further certifies and ensures that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to, or made available, for any military end-use prohibited or restricted by applicable export control laws, including without limitation use of nuclear, biological or chemical weapons, missiles or weapons of mass destruction, use of supporting terrorism and human rights abuses or any other restricted military end-use.

6.2.4 Huawei reserves the right to audit the performance of this "Export Control Laws and Financial Compliance" Article by Partner in accordance with the terms of the Article of the "Audit" Article hereof. Any incompliance or violation of this Article by Partner shall be construed as a material breach of this Agreement and entitle Huawei to take any necessary action to correct such breach, including without limitation disqualification of Partner, cease supply, the immediate termination of this Agreement without liability. Partner is liable to any loss, penalty, damages or expenses occurred by Huawei in connection with Partner's breach. Huawei reserves the right to require Partner to immediately cease providing Products and/or Services to specific Reseller and/or End User when Huawei evaluates at its own discretion that continuing such transaction might expose Huawei to potential risks under the Export Control Laws and Financial Compliance.

6.3 Anti-Corruption

- 6.3.1 Partner must comply with all applicable anti-corruption laws and regulations as well as adhere to industry ethical standards. Partner must also comply with the requirements specified in Anti-corruption Policy for Huawei Partners (link: <https://www.huawei.com/en/compliance/anti-corruption-policy-for-huawei-partners>) and Operation Policy on Partner Order for Global Enterprise Business (link: <https://partner.huawei.com/eplus/#/en/group/preview-doc?edmid=M2T1A18oN953704259374162159>).
- 6.3.2 When Partner provides services to Huawei, fulfills its contractual obligations, or engages in business with Huawei, and when Partner, on behalf of Huawei, provides services or performs contractual obligations for Huawei's customers or other third parties, Partner shall not engage in any form of bribery or corruption, towards

Huawei's employees or any third parties (including government officials and non-government personnel), including but not limited to:

- (a) Offering cash, securities, payment vouchers, communication equipment, transportation means, non-low-value cultural items, or any other valuable goods in any form to Huawei's employees or third-party personnel
- (b) Without Huawei's prior written consent, organizing for Huawei's employees or third-party personnel outside of Huawei to participate in travel, high-cost entertainment, conferences held at scenic areas for the purpose of tourism, and other activities except where the costs are borne by Huawei
- (c) Using a third party to bribe Huawei's employees, for example, by signing a "consulting agreement" and paying a "consulting fee" through an intermediary such as a so-called "consulting firm" to bribe Huawei's current or relevant former employees, or third-party personnel other than Huawei
- (d) Any conduct that is clearly defined as bribery under applicable laws and regulations.

6.3.3 The term "bribery" as used in this section refers to the act of offering any form of property or other valuables with the intent of corruption, including cash, cash equivalents (such as gift cards and precious metals), improper gifts, travel and hospitality, improper charitable donations, and other similar acts.

6.3.4 If Partner violates any of the provisions set forth above, Partner shall bear the following responsibilities:

- (a) Huawei has the right to require Partner to bear the liability for breach of contract and any related adverse consequences in accordance with the provisions of Sections 13.1 and 13.2 of this Agreement.
- (b) If Partner's behavior constitutes a violation specified in the Operation Policy on Partner Order for Global Enterprise Business, Huawei has the right to impose penalties on Partner in accordance with the aforementioned policies.
- (c) If Partner's conduct violates national laws, Partner shall bear the relevant legal consequences in accordance with the law. Any consequences or liabilities arising from Partner's breach of this Agreement or partner policies shall not affect Huawei's right to pursue legal action and seek compensation for damages through judicial channels.

6.4 Government Procurement

6.4.1 Partner must comply with all applicable bidding or procurement laws when conducting business with governments, public institutions, state-owned enterprises, governmental departments, quasi-governmental bodies or local authorities where such bidding or procurement regulations apply.

6.4.2 Partner warrants and represents that it has not been listed by any government or

public agency, including but not limited to the United Nations or World Bank, as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs.

6.5 Environmental, Social, and Governance (ESG)) and Labor laws

- 6.5.1 Partner must conduct its operations in an environmentally responsible business manner and in strict compliance with applicable environmental laws and standards.
- 6.5.2 Partner must provide its employees with a healthy work environment where they are treated with dignity and fairness and ensure that their employees are free from discrimination or harassment for any reason whatsoever, including skin color, ethnicity, age, gender, sexual orientation, religion, or political affiliation.
- 6.5.3 Partner agrees not to provide any Product and/or Service for the usage of infringing personal privacy or labor rights. Partner agrees to develop and provide Products and/or Services pursuant to the principle of non-discrimination.
- 6.5.4 Huawei adheres to all applicable international and national laws and policies and develops Products and/or Services in compliance with international standards and certifications. Huawei respects all basic human rights as promoted by the Universal Declaration of Human Rights, and strive to ensure that the business activities will not adversely impact human rights. In addition, Huawei is committed to the United Nations Guiding Principles on Business and Human Rights and standards released by the International Labor Organization (ILO), among others. Building on the existing corporate sustainable development organization, Huawei has strengthened its management of key areas that may have an impact on human rights, including ensuring that technology is used to benefit humanity, protecting privacy, safeguarding labor rights and maintaining a responsible supply chain. For more detail, please refer to <https://www.huawei.com/en/sustainability/sustainability-report>.

6.6 Fair Competition

Partner shall not monopolize the market or engage in any unfair competition practices individually or in collusion with others, including but are not limited to practices that damage the rights and interests of Reseller and/or End Users: (i) dividing markets through agreement or collusion; (ii) fixing resale prices; (iii) coordinating in competing bids; (iv) requiring purchase of tie-in products; and (v) abusing a dominant position in the market.

6.7 Cyber Security Protection and User Data

- 6.7.1 Partner shall strictly abide by all Applicable Laws and regulations regarding cyber security and data protection, and shall not infringe the freedom of communication and privacy of Resellers and/or End Users.

- 6.7.2 Partner shall perform and act pursuant to the relevant Applicable Laws, including but not limited to obtaining all rights to provide any disclosure or obtaining relevant necessary and full consent, approvals, authorization and/or agreements from End Users and/or relevant parties that are necessary for Huawei to access to the network of End User, and to collect, use, and share User Data, if such access to network, or collection, usage and sharing of User Data are necessary for the Products to function or for Huawei to deliver and perform the Services.
- 6.7.3 Partner shall perform and act strictly under and within the scope of consent and/or authorization of End Users and/or relevant parties when accessing, using, transferring, storing and processing customer network user data obtained through Products, Services or Software through Products delivered to End Users, and shall take reasonable and necessary technical and management measures to ensure the security, confidentiality, and integrity of such data. If any service provided to Customers depend on cross border data transferring of customers' network data, Partner shall ensure that such data transferring is authorized by customers and relevant parties (if any) and comply with any and all applicable laws and regulations.
- 6.7.4 If the said activities are subject to specific requirements concerning cyber security and/or data protection under the Applicable Laws, Partner shall ensure that it is fully aware of and compliant with such requirements. Partner represents and warrants that no infringement or violation to any other party's intellectual property rights, privacy, publicity or other proprietary rights.
- 6.7.5 Partner shall be solely responsible for all claims raised by End Users and/or relevant parties pursuant to relevant Applicable Laws concerning cyber security and data protection, and ensure that the legitimate rights of End Users and/or relevant parties are fully protected. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTNER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HUAWEI AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY CLAIMS AND/OR LEGAL PROCEEDING TO THE EXTENT ARISING FROM ANY ACT OR OMISSION OF THE PARTNER IN RELATION TO PARTNER INSTRUCTIONS OR THE PARTNER'S BREACH OF THIS PROVISION.
- 6.7.6 If a security vulnerability relating to the Products and/or Services supplied by Huawei is identified, Partner shall use its best endeavors to mitigate the security risks so identified, notify Huawei as soon as possible by emailing to PSIRT@huawei.com and cooperate in good faith with Huawei to investigate and deal with such security vulnerability. Partner shall not disclose, divulge to any third party or otherwise make public the security vulnerability before the security advisory is officially released by Huawei. Partner shall subscribe to Huawei vulnerability announcements to ensure that they can receive vulnerability announcements and deliver the security notification and/or security advisory, in connection with the security vulnerability to its Resellers and/or End Users. For any security incidents, Partner shall cooperate in

good faith and take necessary measures to remedy the event in accordance with its responsibilities under this Agreement. If the partner does not disclose Huawei product vulnerability information to the end customer in a timely manner, the partner shall assume all responsibilities.

6.7.7 Partners shall not implant malicious code or malware into Huawei's devices and software, or forge or tamper with the originally delivered hardware and software. Partner shall always obtain Software, license of the Huawei products, digital tools developed by Huawei, or any other software or online service provided by Huawei from official ways, including but not limited to Huawei Partner Portal.

6.7.8 When applying for cyber security-related certifications for Huawei Products and Service from local government or government-authorized bodies, Partner shall obtain Huawei's consent in advance with all relevant application materials accepted by Huawei.

6.8 Privacy and Personal Data Protection

6.8.1 Partner shall strictly abide by all Applicable Laws and regulations regarding data, personal information and privacy protection.

6.8.2 Partner shall explicitly give necessary authorization to Huawei and its Affiliates, employees, agents, advisors, or subcontractors who have a need to know, store, use and transfer any business contact information, including but not limited to such information belong to both Parties, Distributors, Resellers, End Users, and/or any third parties who are interested in the Products and/or Services of Huawei. Partner further warrants to Huawei that it has obtained or will obtain any necessary consent in advance so that Huawei can store, use and transfer the business contact information for the intended purpose in compliance with the Applicable Laws if the business contact information includes any personal data.

6.8.3 Partner shall take all appropriate technological, physical and organizational security measures required to protect any business contact information provided by Huawei. Partner shall use such business contact information as strictly necessary for the performance of its obligations under this Agreement or as otherwise directed in writing by Huawei.

6.8.4 Partner has the responsibility to assist Huawei in obtaining valid consent from End Users when Huawei deems necessary to obtain personal data of End Users that is entered by Partner, for Huawei to carry out non-marketing activities.

Article 7 Honest and Fair Marketing and Sales Activity

7.1 Marketing Activity and Sales Activity

7.1.1 Marketing activities conducted by Partners shall comply with all the applicable laws and regulation. Under no circumstances shall Partners use Huawei's products/solutions/services for military or other purposes that are prohibited or restricted by laws (e.g., nuclear weapons, chemical and biological weapons, missiles, weapons of mass destruction, terrorism, and serious abuses of human rights). It should not include content that is irrelevant to normal business activities, such as politics and religion, and should not include content that involves race, gender discrimination, or other violations of the public order and customs of the local society.

7.1.2 In the course of marketing communication, Partner shall not make false/misleading statements or exaggerate the performance of the products, solutions or service provided and/or jointly provided by Huawei. Without prior permission from Huawei, Partner shall not disclose information regarding their projects in cooperation with Huawei to the media.

7.2 Description of Cooperation

Partner shall accurately describe its cooperation with Huawei, and shall not make any statement to any party that is or may be false, misleading or confusing, which would cause others to perceive the cooperation and relation between the Parties inconsistent with the Agreement.

7.3 Prohibition of Defamation

Partner must operate with integrity and shall not defame or disparage Huawei or its competitors. Partner are prohibited from making false or misleading statements regarding competitors or their products and services.

Article 8 Business Integrity

8.1 Partner shall not bribe or transfer illicit benefits, directly or via intermediaries, to any Huawei employee, his/her family members and other close relatives in any form, including but not limited to cash, negotiable securities, payment vouchers, improper recreational activities or other hospitality activities, in an attempt to obtain illicit benefits or maintain cooperation with Huawei. Partner are not allowed to give inappropriate gifts and/or etiquette to Huawei employees that far exceed the propriety of the situation, or engage in any other conduct that may be construed as inappropriate. Whether the entertainment or gifts are appropriate business etiquette or not shall be determined by Huawei at its sole discretion, considering various factors including considering whether those involved in the giving or receiving would be embarrassed should such events or actions be made known to the public.

8.2 Any Huawei employee shall not receive or offer bribes, or engage in any activity that results in a violation of this Agreement. Upon discovering Huawei employees who have attempted to utilize, aid, abet, induce or conspire with Partner to engage in bribery, Partner shall explicitly refuse to participate in such activities and report such conduct to Huawei

voluntarily and immediately.

Article 9 Warranty and Representation

9.1 Acquisition of Necessary Permits and License

- 9.1.1 Partner shall be solely and exclusively responsible for effecting or securing at its own cost Consents in connection with the execution or performance of this Agreement, including but not limited to the purchase, import, resale and/or sale of Huawei Products and/or Services in the Territory, accessing, processing and/or transferring any data of the Reseller or End User, and providing Huawei with copies thereof upon Huawei's request. Without limitation to the generality of the foregoing, such Consents shall be obtained from Resellers, End Users, governmental and regulatory bodies in accordance with the Applicable Laws, as well as any policy or agreement Partner may have with the said parties. Partner shall be solely responsible for the failure to fulfil the said procedures, and no provision hereunder shall cause or be construed to cause Huawei to violate any Applicable laws.
- 9.1.2 Partner shall regularly inform Huawei of any requirements under the Applicable Laws that directly or indirectly affect the performance of this Agreement, including but limited to matters relating to Products and/or Services, Huawei's trade name, Trademarks or other commercial, industrial or intellectual property rights.

9.2 Ethical Business Behavior

- 9.2.1 Partner must ensure that all documents, materials, information, data and statements provided by Partner to Huawei prior to or following the signing of this Agreement are true, authentic, correct, valid, legitimate and complete in all material respects and are not misleading, and shall be transferred to Huawei strictly in accordance with all Applicable Laws. Partner shall not hide or conceal any information that may negatively impact Huawei's legitimate interests.
- 9.2.2 Partner shall not assist Huawei employees in recognizing falsified revenue, recognizing revenue in advance, or intentionally delaying revenue recognition by such means as creating fraudulent projects, inflating customer requirements, signing multiple contracts for the same project, or providing fraudulent receipts or acceptance reports, and shall not forge/falsify stamps, official documents, or correspondences of Huawei in any form.

Article 10 Compliance Management of Partner

10.1 Establishment of Compliance Management System

- 10.1.1 Huawei encourages Partner to establish its own internal compliance management system to ensure compliance with all Applicable Laws and alignment with Huawei's

policies.

- 10.1.2 Partner must strictly manage the conduct of its employees to ensure that employees abide by its internal business conduct guidelines and provisions under this Agreement.

10.2 Delivery of Compliance Rules

- 10.2.1 Partner agrees to govern and manage its employees, suppliers, sub-contractors, counsels, and other persons or entities who provide services to Partner, and cooperate with the said entities in accordance with the intention and principles under this Agreement.
- 10.2.2 Partner shall make this Agreement available to their respective business partners or develop an equivalent document with standards not lower than those contained in this Agreement.

Article 11 Right of Audit

- 11.1 Partner shall abide by any commitments to Huawei as well as contracts, agreements, and memorandums signed with Huawei. Partner shall not conceal information that may compromise or harm Huawei's interests.
- 11.2 To ensure compliance with this Agreement, Huawei and/or authorized third parties acting on Huawei's behalf is entitled to conduct reasonable audits on Partner, including but not limited to its premises and documents in relation to its cooperation with Huawei. Partner shall actively cooperate with such audits.

Article 12 Conflict of Interest

Partner shall not enter into any cooperation, joint venture, shareholding or employ either directly or as a consultant, board members or executive any person who currently works at Huawei nor their immediate family members. In the event the Partner becomes aware of such situation arising, Partner shall report to Huawei immediately. Partner shall suspend all transactions with Huawei until such situation has been resolved to Huawei's satisfaction.

Article 13 Breach of Contract

- 13.1 If Huawei has reason to believe that Partner has breached this Agreement, Huawei has the right to take measures accordingly, including but not limited to reducing incentives to which Partner would otherwise be entitled, disqualify Partner's entitlement to be a partner of Huawei, or immediately terminate cooperation with Huawei or take any other remedial measures as applicable.
- 13.2 Huawei reserves the right to request Partner to indemnify all losses and damages caused to Huawei due to their violation of this Agreement.

Article 14 Term and Renewal

- 14.1 If the partner signs this agreement for the first time in the first half of the year, the agreement will be valid until February 1 of the following year. If the partner signs the agreement for the first time in the second half of the year, the agreement is valid until February 1 of the third year. The first signing of the agreement shall enter into effect on the date which Huawei notifies Partner that its registration as a Huawei partner is successfully completed.
- 14.2 Renewal of this agreement will be initiated 90 days prior to its expiration date, and the agreement will be in effect from the first February 1 to the third February 1 following the renewal. If the partner does not renew the agreement in time, the effective date of the renewed agreement is subject to the actual signing date.
- 14.3 If the partner does not complete the renewal before the expiration of the agreement, the cooperation status will be terminated and the partner's Huawei Enterprise Business Partner certification status will expire.

Article 15 Miscellaneous

- 15.1 The Parties agree that, notwithstanding the termination or expiry of this Agreement for any reason whatsoever, this Agreement and all obligations hereunder shall survive until such obligations are fully satisfied or by their nature expire, provided that in no event shall the survival period be shorter than **five (5) years** from the date of termination or expiry. For avoidance of doubt and without prejudice to the generality of the aforesaid survival provision, obligations in respect of Software and trade secrets under this Agreement and Applicable laws shall be perpetual.
- 15.2 For any questions or doubts relating to this Agreement, or if suspicious practices are discovered in violation of the terms of this Agreement, please contact Huawei at: BCGComplain@huawei.com.

Article 16 Applicable Law and Dispute Resolution

- 16.1 This Agreement shall be governed by and construed in accordance with the substantive law of Brazil without referring to its conflict rules. The court of São Paulo shall have the exclusive jurisdiction to settle all disputes, controversies or claims arising out of or in connection with or in relation to this Agreement of its negotiation, performance, breach, existence or validity, whether contractual or tortious.

Attachment 1 Terms and Conditions of Use of Huawei Partner Portal

PREAMBLE

The following Terms and Conditions govern your (hereinafter called "User") use of Huawei Partner Portal. Please read them carefully before entering Huawei Partner Portal, and refer to them as necessary as you explore it. Your use of Huawei Partner Portal means that you accept and comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not visit or use Huawei Partner Portal.

1. Definitions

- 1.1 Except as otherwise provided, the following words and expressions shall have the meaning defined hereinafter. Account shall mean Administrator Account and Associated Account collectively.
- 1.2 Administrator Account shall mean the account and password granted by Huawei to User's authorized administrator, which is the identifier to access and use Huawei Partner Portal.
- 1.3 Associated Account shall mean the account and password allocated by User's authorized administrator to its internal staff, through which staff can log onto Huawei Partner Portal to process applicable and permitted activities to meet daily business requirements.
- 1.4 Letter of Authorization shall mean the form indicating that Huawei grant corresponding authorization to User's authorized administrator, and User shall fill in with its information and sign on it by User's authorized representative in writing during Huawei partner certification stage, particularly for Tier 1 partner and Huawei Authorized Information and Network Academy (HAINA), etc. where applicable.
- 1.5 Business Day(s) shall mean week days excluding Saturdays, Sundays and any public holidays in the Territory.
- 1.6 Huawei Partner Portal shall mean Huawei computer software system, including all content posted thereto, including but not limited to eChannel, ePartner, and/or other platform as identified by Huawei, where applicable. It is developed for User to log onto to process applicable and permitted activities to meet daily business requirements. Any reference to Huawei Partner Portal refers to the then-current content made available to User. User is aware and acknowledges that the information generated from Huawei Partner Portal is authentic and valid.
- 1.7 Territory shall mean the geographic location(s) where User is located and/or the geographic location(s) where such User is authorized to provide Huawei products and/or services.
- 1.8 User shall mean Huawei partner who is authorized to access and use Huawei Partner Portal through the Account, to purchase and sell Huawei products and/or provide services, including but not limited to Huawei Distributor, Diamond Reseller, Indirect Channel Partner, Huawei Authorized Learning Partner (HALP), and HAINA, etc.

2. User's Rights and Obligations

- 2.1 User shall at all times comply with these Terms and Conditions and Huawei's then-current policies applicable to Huawei Partner Portal. Huawei will deem User's use of Huawei Partner Portal as User's acceptance of these Terms and Conditions.

- 2.2 Subject to Huawei partner certification procedure, User shall be granted an Administrator Account at the registration stage. The authorized administrator, as specified in the Letter of Authorization and/or other form as communicated between you and Huawei, shall manage and grant the internal staff of User with Associated Account upon internal staff's application based on daily business requirements. User shall only access Huawei Partner Portal by the Account and shall not access it in any unauthorized manner.
- 2.3 User shall be solely responsible for establishing its own internal security procedures and controls in order to prevent any unauthorized access to and/or use of Huawei Partner Portal. Furthermore, User shall be solely responsible for the implementation and maintenance of its equipment and network over which it runs Huawei Partner Portal.
- 2.4 User shall only access Huawei Partner Portal through the web address as provided by Huawei with the Account. User shall not access Huawei Partner Portal in any unauthorized manner.
- 2.5 User shall access its Huawei Partner Portal Account through the unique identifier for User. User shall keep confidential, and not disclose, transfer and/or sell the Account to any third party. If User's Account is used by a third party to access Huawei Partner Portal system, Huawei is entitled to suspend the Account by giving notice to the email address provided by User in the Letter of Authorization and/or other form, as applicable.
- 2.6 User is fully responsible for using the Account to access Huawei Partner Portal. All activities processed on Huawei Partner Portal through the Account shall be deemed to be conducted by User, including but not limited to clicking on the "I Accept" button of Indirect Channel Partner Agreement, Code of Conduct for Partners of Huawei, Business Partnership Commitment to Huawei, etc. User shall be responsible for any damages or losses incurred by Huawei or itself due to use of the Account by any unauthorized individual or other improper/unauthorized uses. And User shall notify Huawei immediately of any such unauthorized use of Huawei Partner Portal.
- 2.7 User acknowledges and agrees that it shall bear the risks that the use of Huawei Partner Portal may be affected by the intrusion of various security issues, including, but not limited to, computer viruses, hacker attacks, system instability, communication line failure, technical problems, computer failure, which may result in service interruption.
- 2.8 User shall ensure that any and all information and data provided to Huawei through Huawei Partner Portal are true, complete and correct in all material respects and are not misleading. User shall make timely updates to relevant data and/or information in case of any changes.
- 2.9 User shall not log onto Huawei Partner Portal in any of the following ways or do anything that may damage or adversely affect Huawei Partner Portal and its services:
 - a. to reverse engineering, decompile, or disassemble Huawei Partner Portal;
 - b. to duplicate, modify, link the Huawei Partner Portal or to develop derivative items;
 - c. to publish, deliver, transmit, or store content on Huawei Partner Portal that violate the applicable laws and regulations;
 - d. to publish, deliver, transmit, or store content on Huawei Partner Portal that infringes any third party's legal rights such as intellectual property rights and trade secrets;

- e. to mislead or deceive Huawei or a third party by a false identity through Huawei Partner Portal;
- f. to publish, deliver and transmit information that is irrelevant for the use of Huawei Partner Portal;
- g. any action that may threaten the network security, including but not limited to i) using unauthorized data or entering unauthorized account details; ii) deleting, modifying, or adding storage information of Huawei Partner Portal using its own Account without permission of Huawei; iii) detecting, scanning, testing the weaknesses of Huawei Partner Portal and its network without permission of Huawei; iv) other actions that may undermine network security, including but not limited to attempting to interfere and undermine the normal operation of Huawei Partner Portal or the website; v) knowingly transmitting malicious programs or viruses and other actions that interfere and undermine network information services; or vi) falsely creating a TCP/IP package name or part of its name.

3. Huawei's Rights and Obligations

Huawei grants User access to the Account. Huawei reserves the right, at its sole discretion, to terminate the Account of User or restrict access to Huawei Partner Portal at any time, by giving 5 (five) Business Days prior notice. Upon termination, User shall cease to use Huawei Partner Portal in its entirety. Huawei may terminate the Account without any obligation or other liability if User fails to comply with any of these Terms and Conditions. Huawei reserves the ownership of the Account. Upon such termination, Huawei is entitled but not obligated to maintain User's related information, including, but not limited to, User's registration information.

- 3.1 Huawei is entitled to examine and verify the authenticity and validity of the data that User submits through Huawei Partner Portal. Huawei will use commercially reasonable efforts to manage and protect the security of the data stored on or transmitted over Huawei Partner Portal.
- 3.2 Huawei will use reasonable commercial efforts to resolve any technical failure of Huawei Partner Portal suffered by User, provided that User promptly notifies Huawei of the existence of any such failure. Huawei Partner Portal is deemed to have a failure if the service it delivers to User deviates from compliance with the system specification for a specified period of time. Huawei shall not have any liability to User as a result of such failure to correctly process any applications or activities initiated by User.
- 3.3 Huawei is entitled to modify, revise, upgrade and/or replace Huawei Partner Portal, then-current policies applicable to Huawei Partner Portal and these Terms and Conditions at its sole discretion at any time by giving notice on Huawei Partner Portal. User shall review Huawei Partner Portal from time to time to ensure compliance. Should User have any objection to such modification, revision, upgrade and/or replacement, User shall stop using Huawei Partner Portal immediately. User's continued use of Huawei Partner Portal will be deemed as User's acknowledgement, acceptance and recognition of such modification, revision, upgrade and/or replacement.

- 3.4 Huawei is entitled to delete the following information or programs or process them with restrictions, without prior notification:
- a. Fraudulent, threatening or false information;
 - b. Information irrelevant to Huawei Partner Portal or for purposes other than the intended activities under these Terms and Conditions;
 - c. Information intended to disrupt the normal system operation;
 - d. Information that damages or is likely to damage the legal interests of Huawei and other users of Huawei Partner Portal;
 - e. Information containing content that violates applicable laws and regulations;
 - f. Information or programs that threaten or are likely to threaten the security of Huawei Partner Portal.

4. Intellectual Property Rights and Scope of Authority

- 4.1 Huawei owns all copyright and other intellectual property rights of Huawei Partner Portal, and any information related to Huawei Partner Portal, including, but not limited to, written expression and combinations thereof, icons, decorative map, chart, color, interface design, layout framework, relevant data, printed materials, electronic documents, software source code, software communication protocols, technical information, technical solutions and trademarks. They are protected by copyright laws, international copyright treaties and other intellectual property protection laws and regulations.
- 4.2 Scope of authorization of Huawei Partner Portal:
- a. User has the right to use, display and run Huawei Partner Portal on his/her computer system;
 - b. Reserved rights: Huawei reserves all other rights which are unauthorized to User. User must obtain prior formal consent from Huawei to use any other rights.

5. Confidentiality

Huawei Partner Portal contains Huawei Confidential Information, as defined below, which User may access when using the Account. Huawei's proprietary and confidential information includes, but is not limited to, engineering documents, manuals, software, program listings, data file printouts, and other technical and marketing information ("Huawei Confidential Information"). By accessing Huawei Confidential Information, User agrees to keep them confidential and to use the information solely for the purpose of promoting Huawei's products and/or services.

6. Indemnification

Without prejudice to Huawei's other rights and remedies, User agrees to indemnify, defend, hold harmless and to compensate Huawei for any and all disruptions, damages, losses, claims,

liabilities, costs (including legal costs) and expenses incurred or suffered by Huawei as a result of User's use of Huawei Partner Portal and in particular as a result of User's breach of Huawei's Confidential Information, any incorrect, unauthorized or wrongful operations on Huawei Partner Portal by User or any other person under User's control, or any information provided on Huawei Partner Portal by User or any other person authorized by User, or person who can reasonably be deemed to be authorized by User.

7. Privacy

- 7.1 User acknowledges that, for the purpose of enabling Huawei to perform the function of Huawei Partner Portal (including but not limited to transaction and partner management) and provide User with the related service, Huawei will collect information (including personal information) from User (the personal information including but not limited to the name, gender, enterprise name, job position, phone number, email address, fax number, contact address of User's managers, contact person and other related person and the third party's related person)(hereinafter "User Data").
- 7.2 User agrees, for the purpose mentioned herein, Huawei will possibly transfer the User Data to its affiliates and related third-party partners. User further agrees to authorize Huawei, its affiliates and related third-party partners, to process the User Data, which will be restored in Huawei and/or its affiliates' servers and will possibly be transferred, accessed, restored and processed outside the territory where it has been collected or the third party located.
- 7.3 User agrees to provide the User Data as instructed by Huawei and ensures that it has obtained and maintained all necessary consents from relevant persons according to all applicable laws and/or agreements. User commits it retains full rights to provide Huawei with the User Data for the purpose mentioned herein. Huawei is solely relying on User's compliance with the applicable laws and/or agreements to process the User Data under these Terms and Conditions, relevant transaction agreements, and for the implementation of partner management policy. Huawei will take all necessary technical security measures conforming to industry common practice so as to protect all personal information provided by User. For further information concerning Huawei's privacy policy, please see <http://www.huawei.com/en/privacy-policy>

8. Disclaimer

HUAWEI PARTNER PORTAL IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, SATISFACTION OF QUALITY, NONINFRINGEMENT, MERCHANTABILITY, RIGHT TO TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. HUAWEI DOES NOT WARRANT THAT HUAWEI PARTNER PORTAL WILL RUN ERROR-FREE OR BE FREE OF NON-TECHNICAL DEFECTS, WILL RUN WITHOUT

INTERRUPTION, BE VIRUS FREE, OR THAT HUAWEI WILL CORRECT ANY ERRORS OR NON-TECHNICAL DEFECTS.

9. Force Majeure

Neither Huawei nor User shall be held responsible if the performance of these Terms and Conditions is made impossible, unnecessary, or meaningless due to a force majeure event. An event of force majeure as specified in these Terms and Conditions refers to objective circumstances that are unpredictable, unavoidable, and insurmountable, including but not limited to wars, terrorist attacks, typhoons, floods, fires, lightning, earthquakes, strikes, insurrections, diseases, hacking, network viruses, regulations by telecom authorities, government actions and any other natural or human-caused disasters.

10. Limitations on Use

If Huawei requests User to cease using Huawei Partner Portal, and/or to promptly return or destroy any copies of the information provided on Huawei Partner Portal, User will comply immediately with this request and will confirm in writing to Huawei within five (5) Business Days that User has done so.

Company Name: 64.343.195 GIOVANNA DO
VALE LOPES ALVES SALES

Address: QUADRA 6 CONJUNTO K
LOTE 22

Date of Signing: 2026-05-12

Email of Signer:
financeiro@premierinfor.com.br