

GENERAL CONDITIONS FOR USING THE PLATFORM



This document establishes the general conditions under which Espaço Coordenado Lda. (hereinafter "OBASEGURA") provides its Clients with the service of accessing and using the GESTPLANO platform accessible at www.gestplano.com.

1. Definitions

Public Key - consists of a sequence of numbers and/or letters that OBASEGURA gives to an Independent Client so that they can - at their own discretion and under their own responsibility - give third parties access to view and consult their area on the Platform.

Private Key - consists of a sequence of numbers and letters that OBASEGURA gives to its Customers for access by themselves or by authorized personnel to their areas on the Platform, allowing them, at their discretion, to manage and control the use of the Platform in their area.

Client - the person who, under the terms of these General Conditions and as identified in the Specific Conditions, assumes one or more of the qualities of Owner, PSE and/or Independent Client, depending on the activity carried out by them at any given time.

Independent Client - a **Client** who, under the terms of these General Conditions and as identified in the Specific Conditions, registers and uses the Platform solely for the repository of their business data and registration of their means and resources, without being directly associated with a Work or Project, and may be provided with a Public Key to access their area on the Platform, which they will use at their sole discretion for the purposes for which that Public Key is intended.

General Conditions - these conditions apply across the board to all OBASEGURA Customers for access to and use of the Platform in its Standard Version.

Specific Conditions - means the conditions agreed in a particular way between each Client and OBASEGURA and which may alter or vary these General Conditions, with the result that, in the event of a conflict between conditions, the specific ones will prevail over the general ones for the Client in question.

Contract - means the set of these General Conditions or, the set of General Conditions with Specific Conditions (if any) with the documentation and/or annexes that apply to them.

Customer Data - means any information, content, documents, listings, reports, records, materials and data - including personal data - relating to any media and/or resources that the Customer uploads, registers and manages on the Platform during the term of the Agreement.

Activation Date - date from which the Customer registers on the Platform in accordance with the Contract, acquiring access to the components, functionalities and SLA that apply to them.

Data Processing as a Service (DPaaS) - consists of the service that OBRASEGURA may make available to the Independent Client, consisting of the service of hosting and limited processing of the Client's Data, in the interest, on behalf and at the request of the Client, in accordance with OBRASEGURA's privacy and confidentiality policy and other related documentation.

Business Day - means the days of the week except Saturday, Sunday or national holidays in mainland Portugal.

Documentation - means (i) the documents that the Client (as appropriate and applicable) must read and accept as a necessary condition to be able to activate their access to the Platform, as well as, (ii) those that may be periodically sent to the Client's e-mail address in order to improve and/or monitor their use; or (iii) those that are available on the website www.gestplano.com for consultation and/or download and in which an informative, technical and/or commercial description of the Platform and/or its components and functionalities is made, namely those that contain terms and conditions, declarations, instructions for use or operation.

Owner of the Work - the person who, under these General Conditions and as identified in the Specific Conditions, is in charge of a Work for which he requires PSEs, with means and resources that he registers and controls on/through the Platform.

DRaaS (Disaster Recovery as a Service) - consists of the additional service that OBRASEGURA can make available to the Client, consisting of the storage, recurring and methodical backup of access credentials, use and Client Data on the Platform, in order to ensure that in the event of a disaster that threatens the existence, integrity, quality and extent of the Client Data, there is a greater possibility that it can be protected, maintained and/or recovered, at least to a certain extent.

Normal Business Hours - Working days from 09.00 to 12.30 and from 14.00 to 18.00 for mainland Portugal and the Autonomous Region of the Azores (mainland Portugal +1).

Confidential Information - means any financial, business, technical and all other data and all other information (written, oral or in electronic form, on any medium):

- (i) relating to the activity and business of a Party and its secrets or methodologies, including data relating to directors, employees, subcontractors, customers, consultants, agents, or others (as applicable) and which the opposing Party obtains, receives or accesses as a result of any talks or negotiations or which have been obtained by a Party through observations made during visits to any facilities or sites of the opposing Party regardless of the physical or digital medium on which such information is stored and the manner in which it has been communicated or made accessible, whether orally, in writing, visually or digitally.

Infrastructure - means the provision by OBRASEGURA of the minimum computing capacity required to guarantee Customers - on a Responsible Use basis - access to and use of the Platform;

Client Infrastructure - means the computing capacity, connections and connectivity that the Client must ensure by its own means and under its sole responsibility, including maintenance and upkeep, as a direct and necessary condition for being able to access and use the Platform.

Means and Resources - the set of vehicles, machinery, equipment, tools and resources (human and material) of a Client - in their capacity as Owner, PSE or Independent Client - which are uploaded and registered on the Platform and managed and controlled by it.

Work - the development of a construction, work, charge, task, project or service, temporary or lasting by a PSE for a Contractor in the context of the use of the Platform.

Customer Output - means usage data and feedback on the use of the Platform given by Customers when interacting with it, including opinions, performance and evaluation data, feedback on use, suggestions for improvement (if/to the extent that functionality is available).

PaaS - (Platform as a Service): technical designation of the service provided by OBRASEGURA to its Clients for access to and use of the Platform, which includes the Standard Service.

Platform - means the electronic platform designed and programmed in an original way by Espaço Coordenado Lda., to whom all intellectual property rights exclusively belong, for integrated management of access control, PSE control, safety and hygiene at work. The Platform includes a set of functionalities described on and at www.gestplano.com and which include;

- (i) organization and sharing of information necessary for a Project; (ii) organization of the legal dossier for Clients, including PSEs and/or Independent Clients; (iii) organization and coordination of the subcontracting chain of Resources for a Project; (iv) registration of Resources allocated to a Project by PSEs; (v) standardization and simplification of processes and their automation for Access Control, PSE Control and Health and Safety at Work; (vi) organization and structuring of information through the creation of dynamic Management Plans; (vii) electronic management of the management processes of a Work; (viii) dynamic use and sharing of models, content and relevant information for Clients and Users; (ix) centralized management of mandatory Client information and documentation with online consultation for Users accredited with Public Keys; (x) online and real-time management functionalities; (xi) management of resources and cost centers associated with Works, among others.

External Service Provider (ESP) - anyone who, under these General Conditions and as identified in the Specific Conditions, being a supplier, provider of goods or services external to the organization of the other types of Client - including temporary work companies - registers and uses the Platform in order to participate with their means and resources in a Work registered/or to be registered and/or under control and monitoring on the Platform.

Maintenance Services - means the set of Platform support and maintenance services included:

- (i) in the Standard Version;
- (ii) in the SLA version described in the Specific Conditions (if any).

Service - consists of the set of services that OBRASEGURA provides to Clients in general for access to and use of the Platform, in return for remuneration and compliance by them with the terms of the Contract.

SLA - stands for Service Level Agreement and means the Platform uptime service level agreement contracted by the Client with OBRASEGURA in accordance with the Specific Conditions.

Software - means a computer program which, for the purposes of this Contract, is only considered to be an executable program in its object code version. The computer program is built from an ordered and logical set of

words, symbols, numbers, algorithms and/or commands written using one or more programming languages - source code - readable by the machine which, when compiled, gives rise to an executable, readable by man and also by the machine (object code).

Responsible Use - consists of an indicator that is measured according to a certain regularity and density of traffic and use by Clients that coincides with their sizing, their number of users and the Client's infrastructure, which they have previously communicated to OBRASEGURA and which may be described in the Specific Conditions or in separate documentation exchanged between the Parties in the context of the Contract. Responsible Use by the Client is considered to exist whenever there are no deviations in use from the traffic, sizing, use and infrastructure parameters indicated by the Client for access to and use of the Platform.

User(s) - means the persons or entities to whom the Client authorizes in the Specific Conditions, the access and use of their Public Key or Private Key to access the Platform, to whom their own rules described herein apply.

Standard Version - the basic version of the Platform's services, which includes the provision of and access to a support line for use during normal business hours (Standard Version of Maintenance Services), and the guarantee of 95% average availability of the Platform (uptime) on the assumption that Responsible Use indicators are verified.

Term - means the default term applicable to Customers in the absence of a Minimum Contracted Term and corresponds to one year from the Activation Date, automatically renewable for successive periods of one year unless one of the Parties terminates or denounces the Contract under the terms set out herein.

Minimum Contracted Term - means the term defined in the Specific Conditions to which the Client is bound and guarantees to contract with OBRASEGURA, in return for which he/she may have a price reduction or access to special advantages defined from time to time by OBRASEGURA.

Termination of the Contract in the case of the Minimum Contracted Term shall entail the Client's obligation to pay OBRASEGURA the compensation for early termination provided for herein.

Virus - means any element or device (including Software) that may: (i) prevent, damage or adversely affect the operation of the Infrastructure, the Software integrated in the Platform, any computer hardware or network on which it is running or installed, any telecommunications equipment or network, or any other service or equipment with which it interacts; (ii) which manages to prevent, damage or adversely affect the operation of or access to any program or any data, including the reliability of any program or data (by rearranging, altering or deleting the program or data, part thereof, or in any other way); or that (iii) negatively affect the user experience, including disabling programs (including "worms" or "trojan") spyware and other similar programs or mechanisms.

VoiP - means the data and voice transport service using Internet Protocol (IP) that can be used on OBRASEGURA's customer support lines.

2. Interpretation

2.1 The headings of the clauses, tables and paragraphs shall not affect the interpretation of this Contract.

- 2.2. A reference to a person includes any natural or legal person or non-legally constituted entity (whether having legal personality or not), as well as their legal and personal representatives, successors or assigns.
- 2.3. A reference to a company includes any company, group of companies or other entity, whatever legal form it may take.
- 2.4. References to one gender also include all possible others, and references in the singular include the plural and vice versa.
- 2.5. References to a document shall include references to amended or subsequent versions of that document which are public or notorious or which are made known to the other party by means reasonably admissible between them for the purpose of communication.
- 2.6. A reference to a statute or legal provision is deemed to be a reference to that statute or provision in force in Portugal, taking into account any amendment, extension or new entry into force, including all Community and/or subordinate legislation in force in Portugal.
- 2.7. A reference to "written" or "in writing" and with regard to formal matters of the Contract, includes agreements or consents and/or declarations made online on the Platform and/or on the website www.gestplano.com and/or on www.obrasegura.com, offline by e-mail to the e-mail addresses and contact details agreed by the Parties - with no need for other special formalities - by fax ("faxes"), by letter or by written memorandum, including minutes or summaries of meetings at which the Parties have been present and which have been accepted by them and/or SMS unless otherwise expressly provided for in the Contract.
- 2.7.1. With regard to operational communication between the Parties, a reference to "written" or "in writing" includes chat messages and/or telephone contact, by SMS, by videoconference or by VoIP including without limitation Skype, Webex, Appear.in, Messenger, Whatsapp, Viber, Facetime or similar subsequently confirmed by simple e-mail.
- 2.8. References in this Contract to "clauses" and "annexes" are references to the clauses and annexes of the Contract; references to paragraphs and sections are references to the paragraphs and sections of the Contract.
- 2.9. References to the "Parties" mean the Client and OBRASEGURA, successors and assigns where the succession or assignment occurs in accordance with the Contract and the Law.
- 2.10. In the event of any inconsistency between these General Conditions and the Specific Conditions, it shall be construed that the deviation is intentional, and the Specific Conditions shall prevail. If there is more than one version of the Specific Conditions, the most recent shall prevail over the previous ones and over these General Conditions.
- In the event of any contradiction between these Conditions or the Specific Conditions and any Annex or Documentation, the order of precedence shall apply,
- (i) with regard to attachments and OBRASEGURA documentation, in accordance with the latest version published on the website www.gestplano.com and/or www.obrasegura.com;
 - (ii) when it comes to Client documents, the most recent take precedence over the oldest.

3. Purpose of the service

- 3.1 By means of this Agreement and throughout the Term (Minimum Contracted or not), in return for the Client's compliance with the terms of the Agreement, OBRASEGURA provides the Client - as a service - with access to the Platform for the purposes for which it is intended, within the range of functionalities and services described herein, hereinafter the "Service".
- 3.2. The Platform is customizable by the Customer according to:
- (i) Works that the Client wishes to register;
 - (ii) Requirements that the Client wishes to establish for the registration and qualification of PSEs;
 - (iii) Level of support and maintenance for the Platform above the Standard Version (provided that the additional service is contracted with OBRASEGURA in the Specific Conditions);
 - (iv) Additional services purchased by the Customer, within the portfolio of offers available at the prices in force on the date of the contract, if selected by the Customer, must be duly set out in the Specific Conditions.

4. Maintenance Standard Version

- 4.1. The Service includes the provision of support and maintenance for the Standard Version, which includes:
- (i) 95% average uptime guarantee for the Platform under conditions of Responsible Use during Business Hours;
- 4.2. For the purposes of the preceding paragraph, Platform downtimes associated with or determined by:
- (i) Planned maintenance services previously communicated in writing to the Customer or via the website www.gestplano.com and/or www.obrasegura.com (Planned Downtime);
 - (ii) Interruptions to the Service for reasons of an urgent nature determined by force majeure, acts of God, action by third parties and/or other unforeseen or unforeseeable technical reasons;
 - (iii) Interruptions or Suspension of Service determined by judicial, police or other public order or security action determined by third parties outside OBRASEGURA, as well as compliance with judicial or administrative orders;
 - (iv) Interruptions or suspensions determined by technology partners as part of actions concerning themselves or their products (hardware, software or Cloud);
 - (v) Interruptions or suspensions caused by lack of connectivity attributable to the Customer or the connectivity providers;
 - (vi) Interruptions or suspensions determined by deficient or bad use, in disagreement with the Platform Documentation or available on the Platform;
 - (vii) Interruptions and suspensions attributable to the Customer or determined by the Customer's failure to comply with its obligations under this Contract;
 - (viii) Customer infrastructure failure;
 - (ix) Lack of power or electricity, unavailability of the network or lack of signal coverage or others associated with the absence, unavailability or failure of communications;
 - (x) Suspension or Interruption determined by reasonable or proven suspicion of misuse or abuse by the Customer;
- hereinafter "EXCEPTIONS".

- 4.3. OBRASEGURA shall not be liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of Customer Data through communications networks, including the Internet, and the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications networks and information flows.
- 4.4. OBRASEGURA shall not be liable for any consequential damages and/or loss of profits suffered by the Client or any third party as a result of a breach in the level of service of the Platform or its components caused by one or more Exceptions, a Force Majeure event, action by a third party or any other action that cannot be attributed to OBRASEGURA or the personnel working for it, by way of intent or gross negligence.

5. Intellectual and Industrial Property

- 5.1. All intellectual and industrial property rights inherent to the Platform or any other associated assets (tangible or intangible) belong solely and exclusively to OBRASEGURA and its licensors and this Contract does not grant the Client or any other third party any rights of use, access or enjoyment outside the strict scope of what is described herein.
- 5.2. Any third-party licensing required for the Client to use the Platform is excluded from the scope of the Contract, and the Client must, under its direct responsibility, meet this need as it sees fit.

6. Duration and termination

- 6.1. This Contract is valid for a period of 3 (three) years from the Activation Date and may be renewed for successive periods of 1 (one) year, unless either party terminates or denounces the Contract.
- 6.2. The Contract may be terminated with 30 (thirty) days' written notice.
- 6.3. In the event that the Client has guaranteed OBRASEGURA a Minimum Term, the Contract can only be terminated in writing, with 30 (thirty) days' notice after the Minimum Term has elapsed.
- 6.3.1. Termination outside the limits set out in the previous paragraph will result in the Client being obliged to compensate OBRASEGURA for the amount corresponding to the payment of the entire minimum term that had been contracted, regardless of its use, and the obligation to return to OBRASEGURA the benefit of any discount/benefit that was associated with respect for the Minimum Term.

7. Audits

- 7.1. OBRASEGURA reserves the right to audit the Client's environments and infrastructure being used to access and use the Platform.
- 7.1.1. Other audits or checks will be carried out with 10 (ten) working days' written notice and will be the subject of prior written agreement between the parties with the respective objectives, timetable, methodology and participants, among other details that the parties deem appropriate.

- 7.2. CUSTOMER shall keep full and accurate records (where applicable) of the use of the Platform (the "Records") for a period of up to three (3) years from the date of expiry of the Term or Guaranteed Minimum Term.
- 7.3. For the purposes of this Section of the Contract, the Client undertakes to provide OBRASEGURA with the cooperation necessary within the scope of this Contract and the information necessary for OBRASEGURA to exercise its audit rights and, without limitation, the Client undertakes to:
- 7.3.1. Grant OBRASEGURA, its auditors, authorized agents and/or representatives access, during normal business hours and with 10 (ten) working days' notice, to these Records (including the right to make copies at their own cost), and to its premises, to the Client's Infrastructure;
- 7.3.2. Provide all reasonable assistance, including the mobilization of its Users to carry out the Audit.
- 7.4. If, in the course of an Audit of the Client or by any other suitable means, OBRASEGURA finds that the use does not comply with the Contract, it reserves the right to automatically suspend the Platform access service. The automatic suspension of the Platform access service provided for above may only be exercised if the Client, after being called upon in writing, fails to comply with the use of the Platform under the terms of the Contract within 8 (eight) days or such longer period as may be set by the Parties.

8. Client's obligations

- 8.1. The Client acknowledges the set of Client Infrastructure and collaboration requirements described herein and recognizes their importance as a critical success factor and final quality guarantee.
- 8.2. The Client is responsible for the Client's Infrastructure, connectivity, communications and connections and for ensuring Responsible Use, and OBRASEGURA cannot be held liable for any interruption or suspension of the operation/use of the Platform or any loss of quality, quantity or integrity of the Client's Data for reasons relating to the unavailability of the Internet or the failure or inefficiency of the Client's Infrastructure or any other for which it is responsible.
- 8.3. The Client declares and guarantees to OBRASEGURA:
- (i) Have the Client's Infrastructure and all other Means and Resources necessary for access to and use of the Platform;
 - (ii) That it complies and will comply with all legislation in force relating to its activity and the sector in which it operates;
 - (iii) That the Platform will only be used in accordance with the terms described herein, for lawful purposes and will at all times refrain from abusive, fraudulent or contrary to the law, good customs and public order and/or the security of the Internet and communications;
 - (iv) That it has in place codes of good conduct and ethics, internal policies and practices capable of providing its structure and human resources with the means, tools, information and knowledge necessary for the effective control of its daily operations, the responsible use of the Internet and e-mail, respect for confidentiality, the industrial and intellectual property of OBRASEGURA and any third parties, respect, security and safekeeping of Personal Data, strict compliance with professional secrecy and the promotion of the active security of the network, technology systems and computer resources made available to them;

- (v) That it is and will continue to be in possession of all the consents, authorizations and communications necessary for the collection and processing of personal data by the Customer and which form part of the Customer Data that, under this Agreement and for the purposes described herein, is uploaded and processed by it on the Platform;
 - (vi) That he had ample opportunity to contact OBRASEGURA personally and directly on several occasions, and was able to obtain clarifications, remove doubts and negotiate the scope and coverage of the Contract;
 - (vii) Notwithstanding the content of these General Terms and Conditions, the Client has had the opportunity, in the Specific Terms and Conditions, to revert the alterations and adjustments that he/she wishes to make to these General Terms and Conditions and that have been agreed with OBRASEGURA;
 - (viii) That you have taken note of all the Documentation related to these General Conditions, which you accept without reservation or limitation;
 - (ix) That they are aware of the rules recommended by good practice for the construction, storage and maintenance of private access keys and other forms of accreditation.
- 8.4. The CLIENT undertakes to ensure that Users under its responsibility or sphere of influence to whom it has granted permissions to use the Platform may not access, store, distribute or transmit any virus, or any material that is unlawful, dangerous, threatening, defamatory, obscene, disrespectful, harassing, racist or ethnically offensive, nor may they facilitate, enhance or act unlawfully during, through or using the Platform.
- 8.5. The CLIENT undertakes to guarantee, for itself and for any Users - except to the extent permitted by applicable legislation - that it will refrain from:
- (i) Copy, alter, duplicate, create derivative works from, frame, mirror, republish, import, display, transmit or distribute all or any part of the Platform in any form or medium or by any means;
 - (ii) Decompile, disassemble, reverse engineer, or reduce in any other way understandable to any person, part or all of the Platform or Documentation;
 - (iii) License, sell, lease, transfer, assign, distribute, display, disclose or commercially exploit in any other way its rights to access and use the Platform as a Service, or make the Platform available to any third party outside OBRASEGURA;
 - (iv) Obtain access to the Platform for a third party, or help a third party to obtain access to the Platform outside the limits of the granting of access and use practiced by OBRASEGURA, namely in order to defraud its legitimate interests in the economic exploitation of the Service;
- 8.6. The Client undertakes to notify OBRASEGURA immediately if he/she becomes aware of or verifies any unauthorized access or use of the PLATFORM.
- 8.7. The Client undertakes to **ACTIVELY GUARANTEE THE SECURITY** of the Client's Infrastructure, preventing any unauthorized access or improper use, always acting in strict accordance with the good practices of a careful manager, in legal compliance and always to the extent of the authorizations and/or consents available to it. In the event that it becomes aware of any unauthorized access or use, it will immediately notify OBRASEGURA, taking the preventive and precautionary measures that it technically or physically has at its disposal, always avoiding greater danger or damage, which speed, universality, availability and accessibility, which tend to be full, enhance.
- 8.8. The Client undertakes to keep a written and up-to-date list of active Users on the Platform throughout the Term and beyond, as required by the applicable legislation in force.
- 8.9. The Customer undertakes to comply with these Conditions and to fulfill and enforce its obligations at all times, as well as to keep its guarantees valid and renewed, assuming solidarity with the Users, in the

in the event of a default and/or breach of warranty for which they are responsible.

9. Reciprocal Guarantees

Both parties declare and guarantee to each other that:

- (i) The Contract is the result of their free and informed will, and includes valid, binding and effective obligations for both of them, undertaking to comply with them and not to repudiate them in good faith;
- (ii) They have, and will maintain, all the authorizations, licenses and permits necessary for the execution and performance of this Contract;
- (iii) They are not aware of any probable, expected or pending legal actions, proceedings or investigations that could have any material adverse effect on their ability to perform their obligations under this Agreement;
- (iv) They comply with the legislation in force and are responsible for any culpable non-compliance;
- (v) They have adopted and will continue to adopt technical, organizational and procedural measures to ensure the protection and safekeeping of any Personal Data, in accordance with the law in force.

10. OBRASEGURA guarantees

OBRASEGURA declares and guarantees that:

- (i) As far as it is able to assess and consider, in good faith, all the information contained in this Contract or to which it refers is true, complete and correct according to the state of the art and technological knowledge available to OBRASEGURA on the date of its conclusion (except insofar as it is based on information provided by the Client or third parties);
- (ii) Access to and use of the Platform in accordance with the terms of this Agreement, for the purposes for which it is exclusively intended, does not violate the rights of any third party in Portugal on the Activation Date;
- (iii) The Service will be provided to the Customer by an adequate number of qualified and duly trained technicians;
- (iv) That it has adopted policies and has the appropriate organizational, procedural, technical and technological means capable of providing its Infrastructure with the means and resources necessary for the effective control of its daily operations, respect for confidentiality, proper processing of Personal Data.

11. Customer Data and Network Security

- 11.1 The Client retains all rights in relation to all the data that it uploads and manages on the Platform, the "Client Data", and is solely and exclusively responsible for the regularity of its collection and processing (as the Control entity), for the legality, reliability, integrity, accuracy and quality thereof.
- 11.2 OBRASEGURA complies with the procedures for storing and archiving Customer Data on the Platform under the terms defined in its Privacy Policy.
- 11.3 OBRASEGURA shall be liable to the Client for any loss, destruction, alteration or disclosure of Client Data that arises directly and exclusively from the breach of its Privacy Policy or the obligations assumed by it in this Contract by itself or by the personnel at its service.
- 11.4 The Client understands that the Platform is, by its nature, a space for the mere loading and replacement of Client Data for storage in the OBRASEGURA Infrastructure and that OBRASEGURA does not provide integrity, quality and security management services for Client Data, unless the Client clearly requests the provision of such services

of this additional service.

11.5 The Customer understands that the Platform is not suitable for uploading and processing personal data in an unstructured, massive and/or uncontrolled manner, and must refrain from using it under such conditions.

11.5.1. OBRASEGURA will fully comply with the legislation in force regarding the processing of personal data that is part of the Client's Data, provided that (i) the collection of such data by the Client has been regularized with its owners with the authorization to process it by OBRASEGURA and its partners for the purposes of this Contract; (ii) the Client informs OBRASEGURA of the content, extent, quality and sensitivity of the data in question and guarantees the existence of the consents referred to in paragraph (i) above of this clause 11.5.; (iii) the Client instructs OBRASEGURA on the type of processing required; (iv) an agreement for the processing of personal data is signed between the Client and OBRASEGURA.

11.5.2. The Customer shall be solely and exclusively liable to the owners and/or any public or private entities (including the CNPD) for any personal data it collects, processes or uploads to the Platform in breach of this Agreement or the Law.

11.6. The Platform has control mechanisms in place to ensure that Customers demonstrate that they have the necessary authorizations and consents for the collection and processing of personal data included in the Customer Data, which processing includes the uploading and use of the same data to/from the Platform.

11.6.1. OBRASEGURA reserves the right to exclude Customers who do not comply with the control mechanisms from the Platform.

11.7. Without prejudice to the provisions of the preceding paragraphs, the Customer shall be solely responsible for any and all claims, requests for compensation and/or payment of fines (including all costs associated with defending such proceedings or requests) resulting from violation of the Law with regard to Customer Data, namely, associated with or inherent to the processing of such Customer Data on the Platform.

11.8. Without prejudice to the provisions set out below in this Agreement, the CLIENT acknowledges and accepts that the Internet and the services provided on the CLOUD have vulnerabilities specific to these ecosystems, namely exposure to piracy, action by third parties, massive and unsolicited e-mails, appropriation or usurpation of data and/or exposure to the risk of cybercrime or fraudulent practices, and that all content and Client Data contained therein may be vulnerable.

11.8.1. The CLIENT is responsible for providing its Customer Infrastructure with the active and passive security measures it deems appropriate to mitigate the risks of loss, accidental destruction, intrusion or fraud.

11.9. OBRASEGURA shall not be liable for any breach of security or for any damage or loss to the Client or any third party of Client Data or otherwise, arising from access to and use of the Platform and/or its components, except to the extent that OBRASEGURA provides services relating to the security of the Client's Infrastructure or the Client's Data (as described in the Specific Conditions) and/or any damage or loss is directly and exclusively attributable to it by way of intent or gross negligence in connection with the mere provision of the Service.

12. Confidentiality

- 12.1. The party receiving Confidential Information (Receiving Party) from the other party disclosing it (Disclosing Party) under this Agreement agrees to:
- 12.1.1. Treat as strictly confidential and not use (for its own benefit or for the benefit of third parties) disclose, publish, issue, transfer or otherwise make available any Confidential Information of the Disclosing Party;
 - 12.1.2. Use the Disclosing Party's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and never for its own benefit or for the benefit of third parties,
 - 12.1.3. Not to disclose any Confidential Information of the Disclosing Party to any person other than its employees, agents, consultants, subcontractors who are engaged in the performance of their obligations under this Agreement, who need access to the Confidential Information in question for that purpose AND ARE OBLIGED TO DUTIES OF CONFIDENTIALITY NO LESS DEMANDING THAN THOSE ARISING OUT OF THIS AGREEMENT.
- 12.2. The foregoing provisions do not prohibit the disclosure or use of Confidential Information if and to the extent that such information (a) is or becomes publicly known by means other than through any act or omission of the RECEIVING PARTY; (b) was lawfully in the RECEIVING PARTY's possession prior to disclosure; (c) was lawfully disclosed to the RECEIVING PARTY by a third party who had no restrictions on its disclosure; (d) has been independently developed by the RECEIVING PARTY without access to Confidential Information of the DISCLOSING PARTY, and the independent development must be capable of being substantiated by documentary evidence, the burden of which lies with the RECEIVING PARTY; or (e) provided that the disclosure of such information is required by law, by any competent court or by any regulatory or administrative body; (f) provided that the disclosure of such information is appropriate to enforce the rights of either party in a legal action brought against the other.
- 12.3. The RECEIVING PARTY hereby undertakes to inform all its employees, agents, consultants, contractors and subcontractors concerned of the confidential nature of the Confidential Information and to take all measures that may prove necessary to ensure that such employees, agents, consultants, contractors and subcontractors comply with these provisions.
- 12.4. The party receiving the Confidential Information is responsible for any disclosure of Confidential Information made by any of its employees, agents, consultants, contractors, subcontractors, as if the disclosure had been made by the party receiving the information itself.
- 12.5. The Customer is entitled to disclose the Confidential Information obtained under this Contract, with the prior agreement of OBRASEGURA, provided that the Customer ensures that the recipient complies with the confidentiality obligations under the same terms as those contained in this clause and is not a competitor of OBRASEGURA for the provision of PaaS services for a platform similar to the Platform or for a service similar to that provided on the Platform by a different means.

12.6. This clause shall remain in force even after termination of this Contract for a further period of 3 (three) years, whatever the reason for termination.

13. Limitation of Liability

13.1. Except to the extent otherwise provided in this Contract, to the maximum extent permitted by law, OBRASEGURA's total liability for slight fault or negligence under this Contract shall be limited to the Contract Value paid in the last twelve (12) months of the Term immediately preceding the date of the claim for compensation.

13.2. OBRASEGURA shall not be liable for any consequential damages or loss of profits that are not directly and exclusively attributable to it or to the personnel at its service, nor that have arisen from any form of action by third parties, acts of God or force majeure, action by third parties or errors or omissions in any information, instructions or elements provided by the Client, nor for any actions taken in accordance with the Client's instructions or those of entities contracted or at the Client's service.

13.3. Nothing in this Agreement and the performance thereof shall exclude the liability of either Party for:

- (i) Loss or damage resulting from death or personal injury in connection with the performance of this Contract;
- (ii) Loss or damage resulting from fraud, willful misconduct or gross negligence on the part of either Party;
- (iii) Breach of Confidentiality obligations, obligations under Intellectual Property Rights clauses;
- (iv) Loss or damage that cannot be excluded by applicable law;

13.4.1. the Customer, for breach of the warranties provided by it, for breach of any Intellectual Property Rights and/or Confidentiality Rights insofar as the breach emanates from the Users or any third party from its network, servers, the Customer's Infrastructure or its premises.

14. Termination of Contract

14.1. By complaint

This Contract may be terminated by the Client by giving OBRASEGURA 30 (thirty) days' written notice of the intended date of termination.

In cases of Guaranteed Minimum Term, termination by the Customer before the expiry of the Guaranteed Minimum Term shall only take effect at the end of the Guaranteed Minimum Term, and payments shall be due for the entire period.

14.2. By resolution

14.2.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Contract if:

- (i) The opposing party breaches any of the provisions of this Contract and, if such breach - being remediable - is not remedied within 30 (thirty) days of receipt of the

notice by the non-defaulting party; if the default cannot be remedied, three days after the notice of termination has been sent by the complying party to the defaulting party.

- (ii) the dissolution, suspension or cessation of the activity is decided by the Party, or is judicially determined; or
- (iii) a decision is made to appoint a judicial administrator to manage the business, the activity and/or the assets or interests of the opposing party, insolvency, bankruptcy or reorganization proceedings are initiated, a creditors' agreement is requested or the assets and business of the company are administered by a group of creditors, the company enters in any way into a process of liquidation of assets or controlled exercise of its activity; or
- (iv) The opposing party changes, suspends or interrupts its main activity.

14.3. Effects of termination

14.3.1. After termination of this Contract, regardless of the reason for termination, and without prejudice to the financial consequences, if any:

1.4.3.1.1 The Customer shall immediately cease to access or in any way use the Program and/or its components and shall be responsible for making a backup copy of all Customer Data hosted therein, which it shall retain and maintain in accordance with the law in force, in particular with regard to the protection and security of personal data;

14.3.1.2. OBRASEGURA will have to purge the Platform, return, destroy or dispose of the Customer Data in any way, certifying this to the Customer by the means and form agreed with them in writing or, failing this, in accordance with its internal privacy and data retention policies in force at the time.

14.3.1.3. Termination of this Contract for any reason shall be without prejudice to any other rights to which the Parties may be entitled under the law or this Contract, and shall not affect any vested rights or liabilities of either Party towards third parties, nor the entry into, or continuation in force of, any provision of this Contract which is expressly or tacitly intended to enter into or remain in force during or after such termination.

14.3.1.4. Termination of this Agreement for any reason shall not affect access to the information available on the Platform for Customers.

15. Force majeure

Neither Party shall be liable to the other under this Contract if the performance of its contractual obligations is interrupted, rendered impossible or delayed, or if its activity is affected, by acts, facts, omissions beyond its reasonable control, including, but not limited to, situations of

strikes, lock-outs or other labor disputes, natural disaster, war, riots, acts of insurrection or civil insubordination, compliance with any law or governmental decision, regulation, official rule or order, accident, breakdown of machinery or equipment, breakdown or delay of supplies, fire, lightning, explosion, intrusion, action of third parties, acts of God or force majeure provided that the other party is notified as soon as possible of the event in question and its expected duration and of the obligations of the Contract affected by it.

16. Reduction

- 16.1. Should any provision (or part of a provision) of this Contract be declared illegal, invalid or ineffective by any court or authority competent to do so, the remaining contractual provisions shall remain in force.
- 16.2. If any illegal, invalid or ineffective provision could be legal, valid or effective with an alternative wording to that contained in the Contract, then the parties hereby consider that this is the wording they intended, provided that the contractual balance is maintained and that this does not offend the sense of their primary contractual will when entering into this Contract.

17. Assignment and Subcontracting

The parties may not, without the prior written consent of the other party, assign, transfer, encumber, subcontract or otherwise dispose of their rights or obligations under this Contract.

18. Relationship between the Parties

Nothing in this Agreement is intended to or shall be construed to create any form of partnership, complementary grouping of companies, consortium or joint venture between the parties, nor shall it serve to authorize either party to act as agent, principal or representative of the other. Neither party shall have the authority to act for, on behalf of or in the name of the other (including as business manager) or to bind the other party in any way.

19. Notifications

- 19.1. Except to the extent expressly provided otherwise in this Agreement, all notices under this Agreement shall be in writing and in Portuguese.
- 19.2. Notifications shall be sent by registered mail with acknowledgement of receipt or fax to the official addresses of the Parties indicated in the Specific Conditions or in the supporting documentation.
- 19.2. The parties may from time to time indicate an alternative address or contact details, or a change of registered office, provided they do so in writing.
- 19.3. A notification delivered by hand shall be deemed to have been made when it is delivered. A correctly addressed notification sent by post shall be deemed to have been received on the date and at the time recorded on the postal receipt. A notification sent by fax shall be deemed to have been received when

of the transmission (according to the sending receipt printed by the sender). A notification sent by e-mail will be considered to have been received when a read receipt is generated by the destination machine.

19.4. Communications by electronic mail shall not be considered as an appropriate form of notification when the form of notification is imposed by a clause of this Contract (and only then).

20. Evidence Convention

The Parties expressly agree that the Contract and the supporting Documentation, the records of use on the Platform and the content of the Communications between them in accordance with the rules defined herein shall be admissible as full documentary evidence under the terms and for the purposes of this Contract.

21. Dispute resolution

21.1. This clause determines the agreement of the Parties on how to settle any dispute that may arise out of or in connection with this Contract (a "Dispute"). A Dispute includes disputes restricted to the Parties which may relate to the existence, validity, validity or termination of this Contract or to the consequences of its invalidity or ineffectiveness.

21.2. Conciliation

21.2.1. In the event of a Dispute, either Party may convene an extraordinary face-to-face meeting of the Parties for the purpose of amicable settlement by giving at least five (5) working days' written notice to the counterparty. Each Party agrees that it shall designate its representative(s) to be present at such extraordinary meeting.

21.2.2. The designated representatives of the Parties present at the meeting referred to in the preceding paragraph shall act in good faith so as to constructively seek to resolve the Disputes WITHIN A MAXIMUM OF 30 (thirty) days from the date on which the first meeting took place.

21.2.3. If the Dispute in question cannot be settled at/before the end of the period referred to in the preceding paragraph, the conciliation procedure shall be deemed to have been exhausted.

21.3. Judicial Resolution. Forum

If the Parties have not settled the Dispute under the Conciliation procedure described above, unless an administrative or special court is required by law, the courts of the district of Lisbon shall have exclusive jurisdiction to settle the Dispute, with the Parties expressly waiving any other special court or alternative form of dispute resolution, including mediation or arbitration.

21.4. Precautionary measures

Nothing in this Agreement shall prejudice or serve to limit the rights of the parties under the law to bring injunctions or other preventive or conservatory measures against their rights at any time and independently of an ongoing conciliation or judicial settlement procedure.

21.5. The respective rights and obligations of each of the Parties under this Contract shall remain in force, without prejudice to the initiation of Conciliation proceedings or legal action to resolve the Dispute pursuant to this clause, except to the extent that this Contract permits the suspension or interruption of the performance of the obligations of one of the Parties.

22. Changes

22.1 Any changes to this Contract - except changes to the Documentation - shall only be valid if made in writing, manually signed by a duly authorized representative of each of the Parties.

Changes to the Platform Documentation, including the terms and conditions of use, privacy policy, reports and procedures, forms and other materials are effective upon communication to the Client by OBRASEGURA if the Client does not object within a maximum of 5 (five) days from the date on which the communication is made.

23. Miscellaneous Provisions

23.1. This contract has been drawn up and will be interpreted in accordance with Portuguese law.

23.2. This Agreement and any documents referred to in it constitute the entire agreement between the Parties and supersede any prior agreement, understanding or contract entered into between them relating to the matters covered herein.

23.3. Each Party acknowledges and agrees that the decision to enter into this Agreement is not based on any commitment, promise, affirmation, representation or warranty (written or otherwise) by one Party to the other as to any aspect of this Agreement, as to its stated or demonstrated competence, quality or experience or any warranties of availability of features, performance or availability of the Platform other than as described herein.

For OBRASEGURA
ESPAÇO COORDENADO, Lda.
A GERÊNCIA
