

Country Schedule – Brazil

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the laws of the Federative Republic of Brazil, and be subject to the exclusive jurisdiction of the courts of São Paulo, State of São Paulo, Brazil, and the parties to the Agreement submit to the exclusive jurisdiction of the courts of such jurisdiction.

3. Other Adjustments Required by Local Law

Failure by Client to pay any amounts due in respect of the Services, on the due date mentioned in the invoice, payments will be subject to the following penalties:

- *fine of 2% (two percent) over the entire amount in default, due on the first working day after the date when payment was due;*
- *interest of 1% (one percent) per month over the entire amount in default, applicable as of the original payment date until the date of actual payment;*
- *the entire amount shall be adjusted as a function of the IGPM/FGV, or such index that may substitute it; and*
- *in the event of late payment or non-payment by the Client, the provision of the services can be suspended by Vialto.*