

ACCOUNTING SERVICES AGREEMENT

BETWEEN

FIRST PARTY: Granconta - Serviços de Contabilidade Lda., NIPC 501 080 414, with head-office at Largo Augusto Madureira 7 - 1º Esq., 1495-012 Algés, hereinafter referred to as "**First Party**";

AND

SECOND PARTY (name and company), TIN (Tax Identification Number, ex: 123456789), with head office at (address and postal code), hereinafter referred to as the "**Second Party**";

Together, abbreviated as "**Parties**", is in good faith and of its own free will entered into as and reciprocally accepted the present Service Agreement Accounting (contract), which is governed by the terms of the following clauses:

CLAUSE ONE (Object of the Contract)

1. By this contract, the **First Party** undertakes to perform the **Second Party's** accounting in accordance with the accounting principles and standards and the legal requirements in force, assuming responsibility for technical regularity in the accounting and tax areas, under the terms defined by article 10, paragraphs 1 and 3, of the Statute of the Order of Certified Accountants, approved by Decree-Law 452/99, of 5 November, as amended by Decree-Law 310/09, of 26 October, and Law 139/2015, of 7 September, hereinafter EOCC, the following services:

- a) Execution of the General Accounting;
- b) Availability of balance sheets on a quarterly basis;
- c) Management of tangible and intangible fixed assets;
- d) Year-end account;
- e) Organization of the fiscal folder;
- f) Submission of mandatory tax returns, under the terms of CIVA, CIRC and CIRS, which result from the Accounting processing;
- g) Availability of the payment slips for the taxes referred to in the previous paragraph;

2. The rendering of services includes;

- a) Processing of salaries and issuing of managers' receipts;
- b) Submission of Monthly Remuneration Statements (DMR) and provision of guides for payment to Social Security;

3. The provision of services does not include;

- a) The issuing and submission of payment guides for Property, Vehicle and Stamp taxes;
- b) Any other obligations provided in the e-Invoice of the Finance Portal, namely the communication or submission of the Inventory and SAFT-PT files.

4. Under the terms and for the purposes of paragraph 1 of this Clause, the Technical Director of the **First Party** shall assume responsibility for the technical regularity of the **Second Party's** accounting.

CLAUSE TWO

(Terms of Service Provision)

1. The services will be provided, preferably, at the **First Party's** facilities.
2. The **Second Party** undertakes to deliver to the **First Party**, by the tenth (10th) day of each month, all information, documents and accounting support elements related to the previous month, assuming full responsibility for the consequences resulting from the lack of delivery or untimely delivery thereof.
3. Failure to submit the aforementioned information or failure to comply with punctual collaboration, relieves the **First Party** of responsibility and grants him the right to refuse to sign the tax returns, pursuant to paragraph 2 of article 72 of the EOCC.
4. The **Second Party** assumes full responsibility for the truth and fiscal regularity of the documents and accounting support elements delivered to the **First Party**, it being expressly agreed that such documents and elements constitute the whole and truthful accounting and fiscal reality of the **Second Party**.
5. The **Second Party** shall make available to the **First Party**, on the day immediately following receipt thereof, all documents, the challenging or proof of which are subject to deadlines, regarding the responsibilities assumed by the **First Party** under the previous clause
6. The **Second Party** undertakes to keep its electronic mailbox in the restricted area of the tax portal or Via CTT (Electronic mail) updated and operational.
7. The **First Party** undertakes to inform the **Second Party**, before the deadline for its submission, of the content of the tax returns, as well as to deliver the payment note of the taxes accounted for, providing all necessary clarifications for the understanding of the reports and documents of accounting analysis, as well as the accounting and tax obligations related to the exercise of its functions, being the responsibility of the **Second Party** to pay the taxes within the deadlines provided by law.
8. Failure to pay the contributions or taxes within the deadlines set forth in the law shall be the sole responsibility of the **Second Party**, provided that the documents prepared for such purpose are made available to it or it is made aware of the respective amounts payable by the deadline.
9. Under the terms of the Law the **Second Party** acknowledges that the financial advantages resulting from the non-payment of taxes, in addition to the applicable fines and interest, are considered the practice of crimes such as fraud and/or abuse of fiscal trust, punishable by fine and imprisonment.
10. No contractual sanctions may be imposed on the **First Party**, nor shall any failure to perform contractual obligations on time as a result of force majeure be deemed a breach of contract, understood as either the circumstances foreseen in the terms of the just impediment, pursuant to articles 12-A and 12-B of the EOCC, or the circumstances subsumed by earthquakes, floods, fires, epidemics, strikes, acts of war or terrorism, injunctive governmental or administrative determinations.
11. The **First Party** may not subcontract to another accounting firm or certified public accountant to provide the services under this Agreement without the prior authorization of the **Second Party**.

CLAUSE THREE

(Duration)

1. This contract begins on the date of execution and will last until the end of the current financial year, being renewed for successive periods of one year, if not denounced by either **Party**, at least 30 (thirty) days, in relation to the date of expiry of the initial term or of any renewal.
2. The **Party** that violates the notice period referred to in the previous number, will be obliged to indemnify the other, in the amount corresponding to the missing notice period or until the end of the contract.

CLAUSE FOUR (Fees and expenses)

1. For the provision of the services referred to in the Clause One, the **Second Party** shall pay the **First Party** the annual amount of 0.00 (in full) euros, in twelfths of 0.00 (in full) euros, plus VAT at the rate in force, until at the end of the month to which it respects.
2. The processing of employee salaries is added to the monthly payment and invoiced at the price of €15.00 (fifteen) euros, for each batch or fraction of 3 (three) employees, more VAT at the rate in force. (Annual amount to be defined with the First Party).
3. Without prejudice to the provisions of paragraph 2 of article 72 of the EOCC, the payment of contractual fees beyond the period established in this clause constitutes the **Second Party** in default, implying the payment of default interest at the legal rate, until effective and full payment.
4. In addition to the fixed fees, there is also the cost of the expedient material used in the execution of the contracted services, namely paper, file folders, postcards and printed matter, or others, which will be expressly discriminated and object of invoicing, to be carried out annually and previously communicated to the **Second Party**.
5. The provision of any other services not contemplated in Clause One that may be requested by the **Second Party**, will be punctually and specifically agreed, in writing, by the **Parties** and will be invoiced in addition to the amount adjusted in the Clause Two.
6. The **First Party** may, on the contract renewal date, adjust the price of the services contracted for the following year, in accordance with the most recent CPI (Consumer Price Index, excluding housing, average variation for the last 12 or 11 months), published by INE, for which it must be communicated to the **Second Party**, in writing or by e-mail, within 15 (fifteen) days after the respective official publication.
7. In the event that the **Second Party** does not accept the changes proposed by the **First Party**, it has the right to terminate the Agreement, in writing and within a maximum period of 15 (fifteen) days after receiving the communication from the **First Party**, through registered letter with acknowledgment of receipt, otherwise the proposed changes will be tacitly accepted.

CLAUSE FIVE (Breach and termination of the Contract)

1. Either **Party** may terminate this Agreement in the event of serious breach by the other **Party** of the obligations arising therefrom.
2. Termination of the Contract, based on just cause, does not obey any prior notice, and must be communicated to the counterparty, by registered letter with acknowledgment of receipt, to the address contained in this Contract, or to another that has been previously indicated. instead, by registered letter with acknowledgment of receipt.
3. In the termination of the contract on the basis of just cause, the specific reasons that give rise to the termination of the contract and the date of production of its effects must be invoked. The termination of the contract based on just cause, on the initiative of the **First Party**, implies its release from all the consequences inherent to the failure to comply with the tax declaration obligations concerning the **Second Party**.

CLAUSE SIX (Confidentiality)

1. The **First Party**, as a certified accountant and its employees, are bound by professional secrecy and consequently bound to maintain confidentiality on all files, documents, data and information obtained as a result of the execution of this Agreement, related to the **Second Party**, or to any other persons, natural or legal, that are related to it, namely regarding their organization, activity or business, and any other data of a personal, commercial and/or technical nature, not being able, in particular, to extract copies of them, disclose them or communicate them to third parties.
2. The **Second Party** expressly authorizes and the **First Party** recognizes that the use of this information is limited to the exercise of the responsibilities mentioned in the Clause One and that no other use may be given to it.
3. The duty of confidentiality covers the reproduction of information on any digital support, or other means of data recording.
4. The obligation of professional secrecy is not limited in time, remaining even after the termination of this Agreement.
5. The obligation of professional secrecy ceases when:
 - (i) the **First Party** has been waived by the **Second Party** or the latter has made the data/information in question manifestly public;
 - (ii) by court decision;
 - (iii) upon prior authorization granted by the Order of Certified Accountants, in duly justified cases.

CLAUSE SEVEN (Personal data)

Due to the quality assumed in this contract, the **First Party** declares, as a Processor that processes personal data, in the name and on behalf of the **Second Party**, that:

1. In the processing of personal data, you will comply with the documented instructions of the **First Party**, including with regard to any transfers of data to third countries or international organizations, unless required to do so by the law of the

Union or of the Member State to which is subject, in which case informing the **First Party** of this requirement, before proceeding with such transfer, unless such information is prohibited for reasons of public interest;

2. Ensures that its employees have assumed a commitment to professional secrecy, being subject to appropriate legal confidentiality obligations;
3. Adopts all treatment security measures, namely:
 - a) Pseudonymization or encryption of personal data, when necessary;
 - b) Ability to ensure the confidentiality, integrity, availability and permanent resilience of treatment systems and services;
 - c) Ability to restore availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d) Availability of a process to regularly test, assess and evaluate the effectiveness of technical and organizational measures to ensure the safety of treatment;
4. It will only hire another Subcontractor if the **Second Party** previously authorizes it;
5. It will provide assistance to the **Second Party** if it has to respond to requests from the holders of personal data, with a view to the legitimate exercise of its rights;
6. Will provide assistance to the **Second Party** in order to ensure compliance with security obligations in the treatment, notification to the supervisory authority and data subjects, in case of breach of personal data, impact assessment on data protection and prior consultation , as provided for in articles 32 to 36 of the General Data Protection Regulation - EU Regulation of 2016/679 of the European Parliament and of the Council of 27 April 2016 (RGPD), taking into account the nature of treatment and information available to the **First Party**;
7. Depending on the **First Party's** option, it will delete or return all personal data after completion of the provision of services related to the treatment, deleting existing copies, unless the retention of data is required under Union law or Member states;
8. It will make available to the **Second Party** all the information necessary to demonstrate compliance with the obligations incumbent upon it as a Subcontractor;
9. It undertakes to immediately inform the **Second Party** if it considers that any instruction violates the RGPD or other provisions of Union or Member State law on data protection.

CLAUSE EIGHT (Final Provisions)

1. Any and all amendments to this Agreement shall only be valid if made in writing, by means of an amendment signed by the **Parties**.
2. Except as expressly provided, delay by the **Parties** in exercising any rights or powers granted by this Agreement shall not have the effect or meaning of waiving any such rights or powers.
3. In the event any Clause of this Agreement is declared invalid or unenforceable, all other Clauses shall remain valid, where the purpose pursued between the **Parties** permits the assumption that they would have so intended, without the eventual invalidity of any such Clause resulting in either **Party** being under an obligation to indemnify for pre-contractual liability.

CLAUSE NINE
(Applicable Law and Dispute Resolution)

1. This Agreement shall be governed and interpreted by Portuguese Law.
2. Issues arising from the interpretation, validity and execution of this Agreement, which are not resolved by agreement between the **Parties**, will be resolved by resorting to the jurisdiction of the district of Oeiras (Lisbon), expressly waiving any other.

Made in two originals.
Place and Date

The First Party

The Second Party