

Terms & Conditions

BRAZIL



About our Terms

This Account and Cardholder Agreement ("Agreement") is made up of three Parts:

Part 1 – The terms and conditions governing the Sokin Account which is between you and Plata Capital Brazil Meios De Pagamento Ltda. Trading as Sokin ("Sokin"). Under this Part Remittance services originating and concluding outside of Brazil and Foreign Exchange Contracts in currencies excluding Brazilian Real (BRL) are provided by Sokin. Services related to Remittance services originating or concluding in Brazil and Foreign Exchange Contracts in BRL are provided solely by Bexs Banco de Câmbio S.A., a financial institution duly authorized by the Central Bank of Brazil, and the Foreign Exchange Partner.

Part 2 – The terms and conditions governing the Sokin Prepaid Mastercard ("Sokin Card") provided by SWAP MEIOS DE PAGAMENTO S.A ("SWAP") on behalf of Plata Capital Brazil Meios De Pagamento Ltda. Trading as Sokin ("Sokin").

Part 3 - The Fees and Limits Schedule

IMPORTANT INFORMATION: Please read this Agreement carefully before activating your Sokin Account. This Agreement becomes effective and binding on you upon your activation or use of your Sokin Card or Sokin Account and for the entire period of validity of your Sokin Card and Sokin Account.

You can download or print the latest version of the above terms and conditions at any time from the Sokin App and/or request a paper copy from Customer Services.

If you do not agree with or accept any of these terms and conditions, you should close your Sokin Account, cancel your Sokin Card and stop using the Sokin App.

These terms and conditions govern the Sokin Card ("Cardholder Agreement") and the electronic money account (Terms) and the provisions of the Fee & Limits Schedule (Part 3), (collectively the Agreement) and constitutes a binding agreement in accordance with the Terms.

Part 1

DEFINITION AND INTERPRETATION

Under these Terms & Conditions:

"Applicable Law" means any applicable law (including but not limited to, any local law of the jurisdictions into which the Payment Services are offered), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the services to be provided under this Agreement or such other rule as deemed valid by Sokin from time to time.

"Available Balance" means the value of funds loaded onto your Sokin Account which has not been used for Payment Services. For greater clarity, any Available Balance represents an unsecured claim against Sokin and is not insured by any provincial insurer of deposits. Sokin combines your Available Balance with the Available Balance of others. Sokin is not



a bank and does not take deposits. You will not receive any interest on the Available Balance:

"Beneficiary" mean a Local Beneficiary or a Foreign Beneficiary, as third party who you wish to transfer funds to via Payment Services;

"BRL Transfer" is a transfer of funds to or from Brazil to yourself via Payment Services;

"Business Day" means any day other than a Saturday or a Sunday or a public or bank holiday in Brazil;

"Exchange Rate" means the price of one currency in terms of another currency.

"Fee" means any fee payable by you as referenced in the Fees and Limits Schedule;

"Fees and Limits Schedule" means the schedule referenced at the end of this Agreement, published on the Sokin Website and contained on the Sokin Mobile App;

"Foreign Beneficiary" means a third party outside Brazil who you wish to transfer funds to via Payment Services.

"BRL Foreign Exchange Contract" is a contract that involves a transaction for the exchange of BRL for one currency, or vice versa, at an agreed Exchange Rate. This contract is going to be executed between you and the financial institution authorized by the Central Bank of Brazil to operate in the foreign exchange market;

"Non-BRL Foreign Exchange Contract" is a contract that involves a contract for the exchange of one currency for another at an agreed Exchange Rate. This contract does not involve BRL and is executed by Sokin;

Foreign Exchange Partner" means a Sokin partner named Bexs Banco de Câmbio S.A., a financial institution duly authorized by the Central Bank of Brazil to operate in the foreign exchange market;

"Foreign Exchange Services" means the foreign exchange services provided by Sokin's Foreign Exchange Partner for BRL Foreign Exchange Contract and foreign exchange services provided by Sokin BRL Transfers and Sokin for Non-BRL Foreign Exchange Contract including quoting and execution of foreign exchange contracts to sell and buy currency;

"KYC" means "Know Your Customer" and constitutes our verification of your Personal Details.

"Local Beneficiary" mean a third-party resident in Brazil who you wish to transfer funds to via Payment Services

"Merchant" means a retailer or any other person that accepts e-money.

"Payment Method" means bank transfer and payment instruments including, but not limited to, debit cards;

"Payment Services" means services provided by Sokin to you, including but not limited to, Transactions and Remittance, and services provided by Sokin's Foreign Exchange Partner;



"Person" refers to an individual or a legal entity under Brazilian Law;

"Personal Details/Personal Data" means the registered personal identity details relating to the use of your Sokin Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

"Regulatory Authority" means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Sokin related to the issuance, marketing, sale, authorization or usage of the Sokin Accounts, the Sokin Mobile App and the Sokin Website or services provided under this agreement, including without limitation the Central Bank of Brazil.

"Related Entity" means the Parent Company (Plata Capital Limited) of Sokin or a subsidiary of such Parent;

"Remittance" refers to the transfer from your Sokin Account to a Beneficiary or to yourself in the case of a BRL Transfer;

"Remittance Contract" refers to the remittance orders taken in whole based on your instructions over a period of time under lawful contractual terms;

"Remittance Details" includes details of the Beneficiary, source currency and amount to be converted and such other details and information as set out in the Sokin Mobile App;

"Remittance Order" means an instruction by you ordering Sokin to execute a Remittance payment based on the Remittance Details;

"Scheme" means Mastercard as applicable and as shown on your Card. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated;

"Sokin" means Plata Capital Brazil Meios De Pagamento Ltda., Registered Office: Av. Brigadeiro Luis Antonio, No 300, 10th floor, room 104. CEP (ZIP code): 01318-00, Bela Vista, São Paulo, Brazil;

"Sokin Account" means the electronic money account which you can open and use through the Sokin Mobile App. The present Terms and Conditions apply only to Brazilian Sokin Accounts;

"Sokin Card" means any Card issued to you in accordance with Part 2 of this Agreement;

"Sokin Customer Service" means the support team who can be contacted on the email address help@sokin.com for any support related queries;

"Sokin Materials" include any software (including without limitation the Sokin Mobile App, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by Sokin or its affiliates to you, or available for download from the Sokin Website.

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"Sokin Mobile App" means the mobile application provided by Sokin for the offering the Payment Services;

"Sokin Website" or "Website" means the website available at www.sokin.com

"Swap" means SWAP MEIOS DE PAGAMENTO S.A, a legal entity of private law, registered with the CNPJ under n° 31.680.151/ 0001-61, with headquarters at Rua Dr. Renato Paes de Barros, 750, cj. 34/35, São Paulo / SP, CEP 04530-001

"Transaction" means using your Sokin Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Sokin Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Sokin Card:

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"We", "us", "our" means Sokin;

"You", "your" means you, the natural person or legal entity in whose name the Sokin Account is opened and maintained and who has entered into this Agreement with us by virtue of your use of the Sokin Account.

1. OVERVIEW

- 1.1. By completing the Sokin Account opening process, you agree to be bound by this Agreement which is applicable to the Sokin Account and any Payment Services via your Sokin Account.
- 1.2. Your Sokin Card, and any payment services linked to the Sokin Card, are provided in accordance with the terms contained in Part 2 of this Agreement
- 1.3. Your Sokin Account allows you to:
- I. send and receive money in the currencies that we support and which you nominate for your Sokin Account as selected by you from the currencies that we make available from time to time via the Sokin App;
- II. convert your denominated currencies to a foreign currency; and
- III. if you elect to be issued a Sokin Card, you can use it at any Merchant who accepts the Scheme to carry out Transactions.

2. YOUR SOKIN ACCOUNT

- 2.1 You can withdraw any Available Balance from your Sokin Account in accordance with this Agreement. However, we may need to confirm your identity beforehand. There is no minimum withdrawal amount but the Available Balance in your Sokin Account must be sufficient to cover any applicable fees due.
- 2.2 No person other than the Sokin Account holder has any rights in relation to the Available Balance in a Sokin Account, except in cases of succession. You may not

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assign or transfer your Sokin Account to a third party or otherwise grant any third party a legal or equitable interest over it. Your Sokin Account may be subject to limits related to uploads, payments, and withdrawals limits, depending on your country of residence, regulatory requirements, any pending verification queries related to your Sokin Account and other factors used by us to determine such limits from time to time at our sole discretion. For further information regarding any applicable limits please refer to the Fees and Limits schedule on the Sokin Website.

3. SOKIN ACCOUNT OPENING

- 3.1 When opening the Sokin Account, you must ensure that the information that we require from you to verify your identity and address either during the sign-up process or any time after is true, accurate, and complete. Failure to provide such additional details may delay your access to the Sokin Payment Services via the Sokin Mobile App.
- 3.2 By opening a Sokin Account, and utilising Payment Services, you represent and warrant to us that your opening of a Sokin Account does not violate any laws or regulations applicable to you. You shall pay us the amount of any losses incurred in connection with your breach of these terms. If you do not provide any verification information or cooperate as instructed with requests related to ID or address verification, within any deadline provided by us, this may impact the use of your Sokin Account.
- 3.3 You agree to only add Payment Methods to your Sokin Account if you are the named holder of the account for that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to add a Payment Method of which you are not the named holder as a fraudulent act.
- 3.4 To apply for a Sokin Account, and undertake any Payment Services, you must be at least 18 and a resident in Brazil.
- 3.5 You will have only one Sokin Account where your Available Balance is located. If we discover that you do have more than one Sokin Account, we may block your Sokin Accounts and terminate this Agreement.

4. SOKIN ACCOUNT MAINTENANCE

- 4.1 You must check all notifications and correspondence that we provide you with in accordance with section 13. We normally do this via the Sokin App and by e-mail unless we are required to do so in a more durable form.
- 4.2 Deposits, conversions, transfers received, transfers sent, transactions and withdrawals are displayed in your online transactions history on the Sokin Mobile App together with the date of receipt or transmission (the debit value date), any fees charged and, where applicable, any Exchange Rate used. You should check your Sokin Account balance and transaction history regularly. In the unlikely event that you notice any irregularities, you must contact Sokin Customer Service as soon as possible.
- 4.3 Subject to the provisions of this Agreement, in order to claim a refund for an unauthorised or incorrectly executed payment transaction on your Sokin Account you must notify us without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than 14 days after the debit date of the transaction.

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- 4.4. You must take all reasonable steps to keep your Sokin Account password and any other security features safe at all times and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your Sokin Account password or other security features, should be reported to us. If you are in doubt whether a message is genuine, you should contact Sokin Customer Service.
- 4.5 Sokin is not obligated to indemnify you for damages that arise out of your own gross or intentional fault.
- 4.6 You must change your password regularly (at least every three (3) months) in order to reduce the risk of a security breach in relation to your Sokin Account. You should not choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You should ensure that you never allow anyone to access your Sokin Account or watch you accessing your Sokin Account. You must comply with the security procedures we tell you about from time to time.
- 4.7 You must immediately change your password and contact Sokin Customer Service immediately if you have any indication or suspicion of your Sokin Account login details, password, or other security feature is lost, stolen, or otherwise compromised. Sokin is not obligated to indemnify you for damages that arise out of your failure to notify us of a breach of your Sokin Account password or security.
- 4.8 We may suspend your Sokin Account and any Payment Services, or otherwise restrict the functionality of both on reasonable grounds relating to the security of the Sokin Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Sokin Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.
- 4.9 If we think your Sokin Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.
- 4.10 You must always ensure that your login details are not stored by or cached or otherwise recorded.
- 4.11 You must notify us of any change in your Personal Details as soon as possible by contacting Sokin Customer Services or updating the details in your Sokin App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.
- 4.12 In accordance with applicable privacy law, we reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money



laundering. In addition, at the time of your application or at any time in the future, in connection with your Sokin Account, you authorize us to undertake electronic identity verification checks on you either directly or using relevant third parties. We inform you that your Personal Details are going to be shared with our Foreign Exchange Partner if you decide to carry out a BRL Transfer or a BRL Foreign Exchange Contract. In the event that you carry out a Remittance or a Non-BRL Foreign Exchange Contract you consent to your data being shared with Sokin related entities in so far as is required to carry out such Remittance or a Non-BRL Foreign Exchange Contract.

5. SOKIN ACCOUNT PAYMENT SERVICES

Uploads

5.1 You can upload funds into your Sokin Account via the Sokin Mobile App, by logging into you Sokin Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which Payment Methods are available in your country of residence. Upload methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We reserve the right to change or discontinue the acceptance of any particular upload method. If we change or discontinue an upload method, we will notify you 30 days before such change comes into effect. If you disagree with the change, you can cancel your Sokin Account within 30 days of the change coming into effect. If you do not contact us within the 30 days following the change, we will consider that you have accepted the change. Our obligations under these terms and conditions being solely at the time of receipt of the amounts by Sokin.

5.2 If you upload funds using a Payment Method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) debit card or direct debit, you declare that you will not exercise such Chargeback other than for unauthorised use of the Payment Method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the Payment Method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action undertaken to challenge the same as detailed within the Fees and Limits Schedule.

5.3 If a chargeback or reversal of an upload transaction results in a negative balance in your Sokin Account, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account. Such negative balance will prevent any debit or outgoing transactions to be performed on your account until the negative balance becomes positive via the uploading of credit funds into your account.

5.4 Uploaded funds will be added to your Available Balance once the funds have been received by us. Funds may be added to your Available Balance immediately, but are subject to reversal if the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the Available Balance. If your Available Balance is insufficient, we reserve the right to require repayment from you.

5.5 Uploads should only be made through a Payment Method if you are the named



holder of that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.6 Uploads may be subject to upload limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits.

Withdrawals

- 5.7 You can request a withdrawal of all, or part of the Available Balance at any time. Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time, as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider.
- 5.8 Your Sokin Account may be subject to withdrawal limits. These limits can be based on legal and regulatory requirements of the jurisdiction you are in. Before uploading any funds into your Sokin Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits. If you require any further information on such limits, please contact Sokin Customer Services.
- 5.9 We may decline a withdrawal request if it exceeds the current limit, and if you have any outstanding identity verification requests on your Sokin Account. In such circumstances, we would require you to satisfy any outstanding verification requests prior to allowing a withdrawal of funds or to otherwise cooperate with us as required to satisfy such requests.
- 5.10 You must not make a withdrawal to a bank account or other Payment Method if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.
- 5.11 You must ensure that the payment details confirmed by you when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing and/or confirming incorrect payment details. You must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we may charge you an administration fee as detailed in the Fees and Limits Schedule and we cannot guarantee that the reclaim efforts will be successful.

Transfers

5.12 Within the Sokin Mobile App you are able to make transfers to a Beneficiary. To initiate a transfer you will need to add the recipient as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App. You should only send money to



a Beneficiary you know. Once the funds are debited from your Sokin Account, you will not be able to cancel or reverse the transaction.

5.13 You can carry out a transfer to a third-party resident in a foreign country, however for a BRL Transfer you must be the recipient of any transfer. For an international Remittance the Beneficiary must reside in the countries currently supported by Sokin. To view a list of these countries please refer to the Sokin Website. We may make changes to this list as required. If we change or discontinue an upload method, we will notify you 30 days before such change comes into effect. If you disagree with the change, you can cancel your Sokin Account within 30 days of the change coming into effect. If you do not contact us within the 30 days following the change, we will consider that you have accepted the change

5.14 If a potential Beneficiary is not a Sokin Account holder you will need to initiate the email link option, within the adding Beneficiary functionality on the Sokin Mobile App so that the Beneficiary can sign up. Once the Beneficiary has signed up, they can be added as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App.

5.15 Once the Beneficiary has been added you can elect the currency in which to make the transfer. Transfers can only be initiated to the value of cleared funds of your Available Balance. In the event that a transfer is initiated to a value greater than cleared funds of your Available Balance, the transaction will not be processed.

5.16 In the event that a transfer is being made in a currency other than the currency of your Available Balance, a foreign exchange conversion will be undertaken on your behalf by Sokin. In the event of a BRL Foreign Exchange Contract this will be undertaken with Sokin's Foreign Exchange Partner. On initiating the foreign exchange conversion, you will be provided with a quote detailing the amount to be debited from your Available Balance and the amount to be provided to Beneficiary with a conversion rate.

5.17 Upon receiving the quote from Sokin, the Customer may enter into a Foreign Exchange Contract at the price quoted by Sokin or Sokin's Foreign Exchange Partner by clicking accept on the Sokin Mobile App. However Sokin or Sokin's Foreign Exchange Partner is in no way obliged to accept the Customer's offer to enter into a Foreign Exchange Contract and, without limitation, is not obliged to accept the Customer's offer to enter into said contract, if the Customer has exceeded or would exceed a predetermined limit imposed on the Customer under these Terms & Conditions; or where the Customer does not have cleared funds within the Sokin Account to facilitate the transaction.

5.18 Sokin will issue to the Customer an electronic confirmation via email once the Foreign Exchange Contract has been concluded via the Sokin Mobile App. Failure to issue a confirmation will not prejudice or affect the relevant Foreign Exchange Contract. Neither Sokin nor Sokin's Foreign Exchange Partner will bear any liability whatsoever resulting from the failure to issue a confirmation.

5.19 Transfers may be subject to transfer limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits. You should be aware that the Beneficiary of a payment may also be subject to withdrawal limits and that this may affect the Beneficiaries' access to the funds you intend to send.

5.20 To transfer money using our Payment Services to a Beneficiary, we may use one



of our payment partners, including Sokin's Foreign Exchange Partner to complete the transfer. Therefore, when providing this service, the funds will be instantly credited to the relevant payment partner. The payment partner shall then be responsible for ensuring the onward transmission of the payment to the Recipient. Without prejudice to section 8, our obligations under these Terms & Conditions for the onward transmission of funds shall be complete once such funds have been credited by us to the relevant payment partner.

Receiving Funds

5.21 If you receive funds, a notification message will be sent via the Sokin Mobile App and display the payment as a "Receive Money" transaction in your transactions history, together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming, and outgoing, payments with your own records.

5.22 You should be aware that receipt of funds does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment if the payer has charged back or otherwise reversed (or is reasonably likely to Chargeback or otherwise reverse) an upload or other payment which was used to fund the payment.

Prohibited Transactions

5.23 It is strictly forbidden to send or receive payments, using your Sokin Account as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, investment service providers, remittance services, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

5.24 It is strictly forbidden to make payments, using your Sokin Account, to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.



5.25 It is strictly forbidden to use your Sokin Account for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency. We reserve the right to charge you in our sole discretion an administration fee as detailed in the Fees and Limits Schedule for every investigation we undertake into any such suspicious activity, including where we get notified thereof by any third party whom we partner with. You are prohibited from using your Sokin Account in an attempt to abuse, exploit or circumvent the restrictions imposed by a merchant or any third-party provider on the services it provides.

5.26 If you conduct or attempt to conduct any Transaction in violation of the prohibitions contained in this section, we reserve the right to: reverse the transaction; and/or close or suspend your Sokin Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee as detailed in the Fees and Limits Schedule if we apply any of the above.

5.27 It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities in compliance with any applicable laws and regulations. The mere fact that payments are made through your Sokin Account by us is not an indication of the legality of the supply or provision of any goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

6. SOKIN ACCOUNT CLOSURE

6.1 You may close your Sokin Account via the Sokin Mobile App. You must have a nil balance and not have any disputes or chargebacks which are still pending at the time of the closure prior to instructing the closure. Should there be any negative balances onto your account due to outstanding disputes or chargebacks, these will need to be removed or resolved before your Sokin account can be closed. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your funds. For any assistance required contact Sokin Customer Services, and we will attempt to assist you as far as is reasonably practicable.

6.2 After the closure of your account, you will not be able to access your Sokin Account. You will need to complete the account opening formalities via the Sokin Mobile App if you wish to utilise Payment Services via a Sokin Account.

6.3 If you want to access your transaction history after the closure of your Sokin Account, you will need to contact Sokin Customer Service and request the information. You may do so for a period of seven years from the date of closure of your Sokin Account.

6.4 We shall have the absolute right to set-off, transfer, or apply sums held in your Sokin Account in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

7. FEES

7.1 Fees payable are dependent on the Sokin Account type and level of Payment



Services accessed as detailed in the Fees and Limits Schedule. You can view the Fees at any time in the fee summary section of our Sokin Mobile App.

7.2 By accepting this Agreement, you confirm you have read and agree to be bound by the fees detailed in the Fees and Limits Schedule.

7.3 We will deduct our Fees from your Sokin Account balance. If your Sokin Account balance is insufficient to cover the fees, we may refuse to execute any Payment Services. Reversal or chargeback fees will be deducted when incurred.

7.4 If the deduction of fees, reversal or chargeback fee results in a negative Sokin Account balance, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account.

7.5 If you elect for the Premium service you elect to pay a subscription fee and your Sokin Account does not hold sufficient funds to cover such fee, by signing up to the subscription service and agreeing to these Terms & Conditions, you agree for such fee to be deducted from the bank details provided when you signed up or the card details stored in the Sokin App.

7.6 The subscription fee related to the Premium service is charged monthly in advance. In the event that you cancel the subscription mid-month you will not receive a refund but will continue to receive the service for which the subscription was paid for the rest of the period.

8. LIABILITY

- 8.1. If we execute an unauthorised payment or make a payment in error, we shall, as soon as practicable, refund the payment amount including any fees deducted therefrom.
- 8.2. The provisions of 8.1. do not apply if:
- i. the unauthorised payment arises from your failure to keep the personalised security features of your Sokin Account safe in accordance with this Agreement,
- ii. the transaction is unauthorised, but you have acted fraudulently or compromised the security of your Sokin Account with intent or gross negligence,
- iii. if you fail to dispute the unauthorised or incorrectly executed transaction within 14 days from the date of the transaction, or
- iv. you are otherwise in breach of this Agreement. in each case you will be liable for any such losses to the extent that they arise from the above.
- 8.3 In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- 8.4 We will not be liable to you if your contact details have changed and you have not told us.
- 8.5 We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the



performance of our obligations hereunder, where it is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

8.6 We will try to make sure our Sokin App and Payment Services are available to you when you need them. However, we do not guarantee that these will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Sokin App or Payment Services without notice. We will not be liable to you if for any reason our Sokin App or Payment Services are unavailable at any time or for any period.

8.7 Nothing in these Terms & Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

8.8 Our obligation under these Terms & Conditions is limited to providing you with an electronic money account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Sokin customer or intermediary.

8.9 We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Sokin Account or services provided in these Terms & Conditions.

8.10 You agree to indemnify us and the other members of our corporate group from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms & Conditions or any agent acting on your behalf. This provision shall survive termination of the relationship between you and us.

8.11 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

8.12 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.

9. YOUR PERSONAL DATA

9.1 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data and which can be found on the Sokin Website and in the Sokin App. Your personal data is going to be shared with our Foreign Exchange Partner, and Related Entities, only so far as required for any services you decide to carry out.



10. INTELLECTUAL PROPERTY RIGHTS

10.1 You may use the Sokin Materials to receive the services that we provide via your Sokin Account. In consideration of you agreeing to abide by the terms of this Agreement, Sokin grants you a non-transferable, non-exclusive licence to use the Sokin App on your device subject to this Agreement. Sokin reserves all other rights.

10.2 Sokin licenses the use of the Sokin App to you on the basis of this Agreement and subject to any rules and policies applied by any Appstore provider or operator whose sites are located at App Store and Google Play. Sokin does not sell the Sokin App to you. Sokin remains the owners of the Sokin App at all times.

- 10.3 From time-to-time updates to the Sokin App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Payment Services via the Sokin App until you have downloaded the latest version of the App and accepted any new terms.
- 10.4 You must not, and may not attempt to, directly or indirectly:
- i. transfer, sublicense, or otherwise grant rights in the Sokin Materials to any person or entity;
- ii. modify, copy, tamper with or otherwise create derivative works of any software included in the Sokin Materials; or
- iii. reverse engineer, disassemble, or decompile the Sokin Materials or apply any other process or procedure to derive the source code of any software included in the Sokin Materials.

11. TERMINATION AND SUSPENSION

- 11.1. We may terminate your Sokin Account, or any Payment Service associated with it by giving you one month prior notice which we shall send to the most recent email address with which you have provided us. You may terminate your Sokin Account with us at any time.
- 11.2 We can suspend your Sokin Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:
- i. You haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
- ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or
- iii. you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or
- iv. we reasonably suspect that the security of the Sokin Account has been compromised or that you, or any third party, have used, or intend to use the Account in a grossly negligent manner or for fraudulent or other unlawful purposes; or
- v. we believe that your use of the Sokin Account may result in harm to us or our systems; or



vi. we believe that your continued use of the Sokin Account may damage our reputation; or

vii. you become bankrupt; or

viii. we are required to do so under Applicable Law or where we believe that continued operation of the Payment Services may be in breach of Applicable Law; or

ix. we cannot process some or all of your Transactions due to the actions of third parties; or

x. you have breached this Agreement.

11.3 In the event that we do suspend or terminate your Sokin Account then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards.

12. AMENDMENTS TO THESE TERMS & CONDITIONS

12.1We may change these Terms & Conditions in accordance with this clause 12 by providing one month advance notice to you via the Sokin Mobile App and via email to the primary email address registered with your Sokin Account.

12.2 Changes to any exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

12.3 If you object to the changes, they will not apply to you. However, any such objection within the one-month notice period shall constitute a notice by you to terminate and close your Sokin Account and Sokin Card. Your Sokin Account will be closed in accordance with the provisions of section 11 above. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.

12.4 If any part of this Agreement, or any subsequent change, is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

13. COMMUNICATION BETWEEN YOU AND US

13.1. We will correspond with you via notifications in the Sokin App or email unless relevant legislation or regulations require us to correspond in print form, in which case we will also correspond in print form. You must maintain a valid email address in your Sokin Account profile. You are required to check for notifications on the Sokin Mobile App and on the email address provided regularly and frequently.

13.2. You may contact us at any time by sending an email to Sokin Customer Service at the support email address help@sokin.com

14. COMPLAINTS

14.1 You should address any complaints about us, or the services we provide, to: complaints@sokin.com. You should clearly indicate that you are wishing to make a



complaint to us. A copy of our Complaints procedure is available on the Sokin Website.

14.2 We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined in our Complaints procedure, which can be found on our Website. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

15. MISCELLANEOUS

- 15.1 This Agreement is governed by Brazilian law.
- 15.2 You agree to the non-exclusive jurisdiction of the courts of Brazil.
- 15.3 The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.
- 15.4 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 15.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 15.6 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until your Sokin Account has been closed and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

16. CORRESPONDENCE

We shall not be liable for any loss arising out of your failure to check the correspondence that we send you.

PLEASE NOTE

We shall not be liable for (i) any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; (ii) any loss arising from any use of the Payment Services that is contrary to this Agreement; (iii) any goods or services that are purchased via the Sokin Account; and (iv) for any damages due to loss, fraud or theft that you have reported to us later than 14 days of the event. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount. We may withhold an amount equivalent of any losses incurred in connection with your breach of this term. Failure to comply with section 4.4 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe, or you have acted fraudulently, with undue delay or with gross negligence. Any undue delay in notifying may result in you being liable for any losses. We shall not be responsible for the upload payment until the uploaded funds are received by us.



Part 2

IMPORTANT INFORMATION: Please read this Agreement carefully and retain a copy for your records. This Part 2 of the Terms and Conditions regulates the services related to the use of the Sokin Card (referred to as "Card" within this Part 2) provided by SWAP MEIOS DE PAGAMENTO S.A ("SWAP") on behalf of Plata Capital Brazil Meios De Pagamento Ltda trading as Sokin ("Sokin").

By activating, signing and/or using the Sokin Card, you are agreeing to these terms and conditions and fees outlined below.

DEFINITIONS & INTERPRETATION:

"Additional Card" means any additional Card which is issued to a person any time after the successful registration of a Sokin Account;

"Additional Cardholder" means a person who you have authorised to hold an Additional Card;

"Cardholder Agreement" means these terms and conditions relating to the use of your Card(s) as amended from time to time;

"Applicable Law" means any applicable law (including but not limited to, any local law of the jurisdictions into which the Payment Services are offered), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the services to be provided under this Agreement or such other rule as deemed valid by Sokin from time to time;

"Available Balance" means the value of funds loaded onto your Sokin Account which has not been used for Payment Services. For greater clarity, any Available Balance represents an unsecured claim against Sokin and is not insured by any provincial insurer of deposits. Sokin combines your Available Balance with the Available Balance of others. Sokin is not a bank and does not take deposits. You will not receive any interest on the Available Balance:

"Business day" means any day other than a Saturday or a Sunday or a public or bank holiday in Brazil;

"Card" means any Card issued to you in accordance with this Cardholder Agreement;

"Expiry Date" means the date showed on your Card;

"Fees & Limits Schedule" means the schedule referenced in Section 3 of this Agreement;

"Flag of the Card" means Mastercard;

"KYC" means "Know Your Customer" and constitutes our verification of your Personal Details;

"Merchant" means a retailer or any other person that accepts e-money via the Card;



"Person" refers to an individual or a legal entity under Brazilian Law;

"Personal Details/Personal Data" means the registered personal identity details relating to the use of your Sokin Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy;

"Physical Card" a physical/plastic Card that can be used to carry out Transactions;

"PIN" means personal Identification Number; that is, the security number provided for use with your Card;

"Regulatory Authority" means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Issuer or Sokin related to the issuance, marketing, sale, authorization or usage of the Sokin Accounts, the Sokin Mobile App and the Sokin Website or services provided under this agreement, including without limitation the Central Bank of Brazil.

"Scheme" means Mastercard as applicable and as shown on your Card. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated;

"Sokin" means Plata Capital Brazil Meios De Pagamento Ltda., Registered Office: Av. Brigadeiro Luis Antonio, No 300, 10th floor, room 104. CEP (ZIP code): 01318-00, Bela Vista, São Paulo, Brazil;

"Sokin Account" means the electronic money account which you can open and use through the Sokin Mobile App. The present Terms and Conditions apply only to Brazilian Sokin Accounts:

"Sokin Customer Service" means the support team who can be contacted on the email address <u>help@sokin.com</u> for any support related queries;

"Sokin Mobile App" means the he mobile application that allows you to access your Sokin Account, perform Sokin Account-related activities and view Card and Transaction related information;

"Sokin Website" or "Website" means the website available at www.sokin.net;

"Swap" means SWAP MEIOS DE PAGAMENTO S.A, a legal entity of private law, registered with the CNPJ under n° 31.680.151/ 0001-61, with headquarters at Rua Dr. Renato Paes de Barros, 750, cj. 34/35, São Paulo / SP, CEP 04530-001;

"Transaction" means using your Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Sokin Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card;

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"Transaction" means the use of your Card to make (i) a payment, or a purchase of



goods or services from a Merchant where payment is made (in whole or in part) by use of your Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Card;

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"Virtual Card" means a non-physical Card, the use of which is limited to online, phone or mail order purchases. For the avoidance of doubt, a Virtual Card cannot be used to make a cash withdrawal from an ATM or bank and any reference to such withdrawals or to a Physical Card in this Cardholder Agreement excludes the Virtual Card;

"Website" means www.sokin.com;

"We", "us", "our" means Sokin;

"You", "your" means you, the natural person or legal entity in whose name the Sokin Account is opened and maintained and who has entered into this Agreement with us by virtue of your use of the Sokin Account.

1. LINKING

- 1.1. By activating the Card, performing the first charge on the Card or performing any Transaction with it (charge, purchase, transfer or any other activity performed with the Card), the Cardholder declares to have read and understood these Terms and has fully and expressly agreed to them, being obliged to comply with them.
- 1.2 If the Cardholder does not agree to any of the provisions of this Term, the Cardholder shall return the Card to Sokin (or destroy it, if so expressly guided by Sokin) and refrain from using it, in addition to immediately blocking the Card (i) through the Sokin Mobile App or (ii) by calling the Sokin Customer Service, whose telephone number can be found at https://help.sokin.com/home

2. CARD

- 2.2 The Card is issued by SWAP and administered by Sokin and linked to the Sokin Account, without any credit line, to carry out Transactions in any Merchant that accepts the Scheme.
- 2.3 As the Card is issued exclusively in prepaid mode, the use of the Sokin Card will always be conditional on the Available Balance.
- 2.4 There will be no interest payment or any other remuneration on the balance of the Card.
- 2.5 The Cardholder shall provide the registration information and update it whenever there is a change of any information contained therein, without any burden to Sokin. The Cardholder is responsible for the correction, veracity and sufficiency of the information and documents provided in his/her register. The Cardholder declares himself aware that the information and registration information may be disclosed by Sokin to public authorities, as provided for in force.
- 2.6 Without prejudice to the Cardholder's obligation to the information provided, Sokin



may, but will not be obliged, to use means it deems necessary to verify, at any time, the information provided for the registration of the Cardholder, and may, in case of any suspicion of irregularity, suspend the use of the Card and access to features related to the Card. Sokin will not be responsible for incorrect information or facts provided by the Cardholder. The Cardholder declares that:

- You are aware that the Card is a means of payment in cash and is the sole and exclusive responsible for the use of the Card;
- It has a regular Cadastro de Pessoas Físicas(CPF);
- You know the operation of the Card, as well as the fees charged by Sokin arising from the use of the Card, being fully responsible to Sokin for non-compliance with these standards;
- It has full capacity and powers necessary to assume the obligations provided herein, having all authorizations, including governmental and corporate, when applicable;
- Is fully aware of the laws against corruption, money laundering or concealment of assets, rights and values, further declaring that he will strictly follow his dictates in operations, as well as other applicable laws;
- In compliance with applicable legislation or if required by government authorities, the Cardholder will provide additional information to Sokin, as well as fill out forms, as the case may be.
- 2.7 Without prejudice to the other provisions of these Terms, the Card may only be used after the completion of the following:
- (a) acceptance of these Terms & Conditions;
- (b) Successful registration & KYC;
- (c) Funding the Sokin Account
- (d) Ordering & Activation of the Card; and
- (e) Payment of any applicable charges.
- 2.8 The acceptance of these Terms by the Cardholder, and the statements provided by the Cardholder, shall remain valid and effective throughout the relationship between Sokin and the Cardholder or the term of validity of the Card, whichever is longer, and the Cardholder is responsible for the lack of veracity or inaccuracy of these statements.

3. DELIVERY

3.2 The Physical Card will be delivered in a sealed envelope, and the Cardholder must refuse its receipt, if there is any sign of violation, and immediately communicate to Sokin, when applicable. The Cardholder shall check immediately after the receipt of the Card, the name and other data contained in the Card, requesting Sokin to correct and irregularity which are found.

4. USE OF CARD

4.2 The Cardholder must take the appropriate security measures for the storage and use of the Card and its data, as provided for in these Terms. The use of the Card is

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personal and non-transferable. The Cardholder is responsible for his/her acts and fees related to the Card and Transactions, as well as for failure to comply with any of the conditions set forth in these Terms.

- 4.3 The Card may be activated in the form and through the means provided in the accompanying instructions, always after the provision of the Cardholder's registration data.
- 4.4 The Cardholder must ensure that the goods or services paid with the Card are in accordance with the negotiation made with the Merchant, before authorizing the debit on the Card. If any Merchant where the Cardholder made or attempted to make a payment, will debit the Card in duplicate or in different value, it is up to the Cardholder to resolve with the Merchant the reversal of the Transaction not recognized. Sokin does not have the role of arbitrator in such disputes, remaining valid any and all Transactions carried out and not reversed by the Merchants.
- 4.5 The Card may not work on mechanical equipment, even if they are identified with the brand of the card flag.
- 4.6 After the expiration date of the Card, any remaining balance will be linked to any new Card ordered by the Cardholder, Sokin will not be responsible for providing any transfer of such balance to an external account. The residual value will be transferred to a new Card, subject to any fees charged by Sokin.
- 4.7 It is not advisable to use the Card to confirm bookings of any kind (e.g. hotels, self-service fuel pumps, laundries, bike rental and car rental companies), and its use should be limited to the payment of products or services and loot (when this function is contracted). If the Card is already used for the confirmation of reservations, the full amount of such reservations, plus percentage or fixed rate, will be blocked from the balance of the Card, until the expense is actually paid and the system performs the reversal commanded or requested.
- 4.8 The Cardholder hereby authorizes any increase in the balance of his Card, if he is entitled to a refund or chargeback, for any reason, arising from the use of the Card. The realization of the credit in the balance of the Card will constitute sufficient evidence for full payment of any obligation of repayment or reversal by Sokin.
- 4.9 You must not use the Card as consideration for the sale or supply of the following: drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, shell banks or companies, extreme political organisations, pawnbrokers, money transfer services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion,



to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

4.10 It is strictly forbidden to make payments using the Card, to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

4.11 Your use of the Card is subject to the fees and limits detailed in the Fees & Limits Schedule, which shall be deducted from the Available Balance. Fees and limits may vary according to the type of Card.

4.12 Unless we inform you otherwise, you can use the Card at any Merchants who accepts the Scheme to carry out Transactions.

4.13 You must always ensure that you have sufficient Available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the Available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Card with other payment methods. In the event the Card presents a negative balance as a result of Transactions that may be confirmed by the establishment even when the Card does not settle sufficient balance, following the rules of regulations of the flags imposed on the Sokin. In these cases, the Cardholder undertakes to pay the amount due to Sokin within 30 (thirty) days of the contact made by Sokin. If the Cardholder does not make the payment within this period, Sokin may take the measures it deems appropriate in order to receive the amount corresponding to the negative balance of the Card.

4.14 Your Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Merchant refuses to accept payment using the Card.

4.15 We do not recommend using a Virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.

4.16 Without prejudice to the applicable legal measures, Sokin may request the return or destruction of the Card, cancel or suspend the use of the Card, regardless of any notification to the Cardholder if, at the discretion of Sokin: (i) there are indications that the Card has been or will be used improperly or illegally; (ii) if the Cardholder has provided Sokin false, incomplete or incorrect information, or has omitted relevant information, when the Card has been activated or made the first charge or recharges on the Card; or (iv) if there is not enough movement and balance for the debit of service charges provided for on the Site.

4.17 The balance and statement of card transactions can be verified, by the Cardholder, on the Website. The Cardholder agrees that it is not possible to guarantee the infallibility of the Website and the information relating to the balance and/or



statement of the Card, which depend on factors beyond Sokin's control, and may be temporarily unavailable, inaccurate and/or outdated. The Cardholder will not receive any correspondence about the card situation, statement or balance. Sokin is not responsible for any unavailability of the Website or the Sokin Customer Service for factors beyond the will and/or control of Sokin, including, for example, events of force greater force and/or fortuitous case.

4.18 Face-to-Face Purchases: Purchases can only be made in in Merchants that accepts the Scheme. . Some cards have usage restrictions that can be queried in the Website. To do so, enter the Card number or other requested data and follow the instructions set there.

4.19 Online Purchases: Online purchases may be made in virtual stores based in the national territory that accept payment by any mechanism authorized by the Flag of the Card.

4.20 Security for online purchase: For purchases in virtual stores, Cardholder authentication is mandatory. For purchases in certain virtual stores, at their discretion, it may be necessary to enter the Security Code (CVV2), which appears on the back of the Physical Card, or sent electronically to Virtual Card.

4.21 Purchases with Contactless Card, Mobile or Wearables: Purchases may be made in Merchants that accept these payment methods, provided that the Cardholder (i) has a Card with NFC (Near Field Communication) functionality compatible with the Card, (ii) register the Card on compatible mobile devices for the use of electronic wallets, (iii) have wearable device such as bracelets or watches integrated with approximate payment technology. The function enabling the use of this means of payment is contained in the instructions accompanying it, the instructions for use of the application or the digital wallet of the mobile device on which the Card was provisioned.

4.22 The boxes and electronic equipment used for payments, identified with the flag on the Card, are subject to failure and malfunction, Sokin has no responsibility for such failure.

4.23 Any negative, refusal or restriction to accept the Card, made by affiliates or by any cashier or electronic equipment identified with the flags on the Card, stem exclusively from the internal policy of the affiliated and/or the manager of the cashier or electronic equipment, and Sokin has no responsibility for such refusals or restrictions.

4.24 Affiliated establishments, as well as cashiers and electronic equipment used for cash or payment identified with MasterCard and 24-hour marks are usually able but are not required to receive the Card as a form of payment and/or for the realization of a cash out.

4.25 ATMs may present currency conversion rates different from those used by Sokin. In case of divergence between the rates presented on the ATM's screen and those practiced by Sokin, the conversion rates practiced by Sokin will be applied, and Sokin is not responsible for any information provided by the ATMs administered by third parties.

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5. CARD SECURITY

- 5.2 The Cardholder is responsible for securely storing and maintaining the Card, personal information and data and pins, in addition to not interfering with the magnetic tapes or integrated circuit (chip) of the Card.
- 5.3 Together with the Card, the Cardholder will receive a description on the Card wallet of the activation process. Once the Card is activated the Pin for the Card is visible on the Sokin Mobile App. The PIN is of personal use, non-transferable, confidential and of exclusive responsibility of the Cardholder, and should not be disclosed to anyone who is, nor exposed in a place to which third parties have access or stored along with the Card.
- 5.4 The PIN will be the digital signature of the Card and corresponds to the signature of the Cardholder, for all purposes and purposes of law, in the Transactions carried out in ATMs, electronic identification equipment for physical or virtual purchases. Sokin shall have no responsibility for the confidentiality and/or misuse or disclosure of the password to third parties.
- 5.5 The Card will be blocked after 3 (three) consecutive attempts to use with invalid PIN. The Cardholder may perform the unlock by contacting Sokin Customer Services.
- 5.6 The Cardholder shall be liable for all losses if: (i) any Card is used in an impending or irregular manner, with the consent, knowledge of the Cardholder; (ii) the Cardholder has acted with guilt, especially with respect to the observation of Card security rules; or (iii) the Cardholder has acted with deceit or bad faith.
- 5.7 If the Cardholder notices any error in the Transaction carried out with the Card, the Cardholder must immediately notify Sokin through the Website Live Chat, emailing help@sokin.com or contacting the Sokin Customer Service. Sokin may request that the Cardholder offers additional information for writing regarding the error. Such information must be provided within five (5) days of the request made by Sokin.
- 5.8 Sokin will raise the flag of the respective Card, which will verify the occurrence with the Merchant in which the disputed Transaction was carried out, and the Merchant must rule on the matter, within the time limits and by the means established by the respective flag. This procedure and the required documentation follow the standards established by the operational regulation of the flag on the Card.
- 5.9 The deadline for making complaints about divergences in balances and amounts of Transactions made with the Card is 90 (ninety days) counted from the date of the Transaction processing, which is disputed.
- 5.10 Once the investigations into the event have been completed and as long as the claim is proven, Sokin, will perform the reversal in the Card account within 30 (thirty days) of receipt of the requested information. If Sokin has advanced the reversal and after the completion of the investigation is found to be impeding in the Cardholder's complaint, Sokin may debit the advance amount from the Available Balance, without any charge to Sokin. If the Card does not have Available Balance, the Cardholder will have up to 10 (ten) days to reimburse Sokin, by recharging the amount that was advanced, subject to the penalty of 10% (ten percent) and interest of 1% (one percent) per month, after notification by email.



5.11 The Cardholder must immediately inform and block the Card on the Sokin Mobile App or by contacting the Sokin Customer Service after the occurrence of loss or theft of the Card. The Cardholder is aware that each Transaction made with the Card up to the time of the blocking of the Card is the sole responsibility of the Cardholder.

5.12 If the permanently blocked Card is found, it cannot be used. Such permanently blocked Cards cannot be reactivated.

6. VALIDITY AND EXTINCTION

6.1 This Term shall enter into force when the binding conditions provided for in clause 1 are verified and shall remain valid until the expiry date of the Card issued or when the Card is cancelled, as provided for in this Term, which in the first place.

7. REGISTRATION INFORMATION

7.1 The Cardholder's registration information may be used by Sokin to monitor compliance with the provisions of these Terms and to take steps to prevent money laundering, detect possible wrongdoing and non-compliance with applicable laws, as well as to prevent fraud. Sokin may disclose any information cadastral or related to the Card to collection companies and other professionals destined to receive amounts due by the Cardholder to Sokin in accordance with the provisions of these Terms and in the legislation in force.

7.2 The Cardholder authorizes the verification and updating of registration, card balance and financial information related to the Card, as well as the inclusion of his information in official bulletins, cancellation list and direct mail service of charging companies contracted by Sokin and, in case of default, registration in SERASA, SPC or any other similar credit protection service.

7.3 The Cardholder agrees that Sokin may inform the public authorities of the Cardholder's registration data and the details of the card's movements, in compliance with local regulations or for the investigation of Transactions carried out with the Card.

7.4 Sokin, when in foreign currency, are expressly authorized to communicate to the competent authorities, regardless of any prior notice to the Cardholder, any irregularity in the Card, including any transactions inappropriate or contrary to the provisions of these Terms and/or the legislation in force.

7.5 The Cardholder's registration information may be shared with service providers of Sokin, to the extent that they are necessary for them to perform the services for which they were contracted.

8. GENERAL PROVISIONS

8.1 The Sokin Customer Service is available daily, including on weekends and public holidays, from 8:00 am to 10:00 pm. The number of the Sokin Customer Service is located on the Website, and can be found at https://help.sokin.com.

8.2 Without prejudice to other provisions of these Terms, the parties agree that (a) Sokin will not be liable for indirect damages and/or lost profits that may cause; (b) Sokin's total liability for loss and damage caused to the Cardholder and/or any third

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party shall be limited to the direct damages to which it has caused, up to the limit equivalent to two (2) times monthly national minimum wages in force in Brazil at the time.

8.3 Sokin may assign any of its rights and obligations provided for in these Terms to any person, physical or legal, regardless of any notice or notice to the Cardholder, since it is already in the exception that the transferee will continue to comply with the obligations assumed by Sokin.

8.4 The Cardholder expressly acknowledges that the brand, "Mastercard" or Sokin's brand (together "Marks") are the property of its respective owners and are not licensed, ceded or otherwise transferred to the Cardholder by these Terms. The Cardholder undertakes not to contest or dispute the property, use or any other right relating to the Marks.

Part 3

Fees and Limits Schedule

Please refer to the Sokin Brazilian Fee and Limits Schedule which can be found under Brazil at https://www.sokin.com/legal.html

Services in Brazil are provided via Plata Capital Brazil Meios De Pagamento Ltd, doing business as Sokin, with Registered Address Av. Brigadeiro Luis Antonio, No 300, 10th floor, room 104. CEP (ZIP code): 01318-00, Bela Vista, São Paulo, Brazil. Services related to Remittance services originating or concluding in Brazil and Foreign Exchange Contracts in BRL are provided solely by Bexs Banco de Câmbio S.A., a financial institution duly authorized by the Central Bank of Brazil. Sokin Prepaid Mastercard is issued by SWAP MEIOS DE PAGAMENTO S.A under licence from Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

