

SERVICE CONTRACT

By this particular instrument, on the one hand:

XXX. Company based in **XXX**, in the State of **XXX**, on Avenue **XXX**, n. **XXX**, Zip Code **XXX**, legally registered under no. **XXX**, in this act represented in the form of its Social Contract, hereinafter referred to ("Client");

On the other hand:

SERPA CHINA CONSULTING GROUP LTDA company formally and legally incorporated in the form of the Law of the People's Republic of China, ID 91310115 MA1K3AKWX5, established at 200080 Zhapu Road no. 512, Hongkou District, Shanghai, hereinafter referred to as "**SERPA CHINA**" in this act represented pursuant to its Social Contract, called "Contractor".

The Client and Contractor are individually referred to as ("Party") and, together, ("Parties").

CONSIDERATIONS:

- (i) The Client accepted the commercial proposal submitted by the Contractor in **xxxxxxx of 2020**, hereinafter referred to as ("Proposal"); and
- (ii) The Proposal is an integral part of this Agreement, constituting annex I, having full validity in which it does not collide with this instrument.

The Parties **AGREE** with this Service Agreement ("Contract"), which shall be governed by the following terms and conditions:

I. OBJECT AND DEADLINES

1.1 This Agreement has the purpose of providing the Client with foreign trade services, always following the details contained in the Proposal ("Services").

1.2 This Agreement has a set term (from 01/12/2020 to 31/12/2021).

II. PRICE AND TERMS OF PAYMENT

2.1 For the Services and all other obligations herein and/or described in the Proposal, the Client shall pay the Contractor the amounts described in Annex I (Commercial Proposal) of this Agreement.

2.2 Payment will be made through PayPal:

<https://www.paypal.me/SerpaChina>

2.3 In the price described in Annex I (Commercial Proposal) of this Agreement are included the fees for the provision of the services listed in the aforementioned document, necessary to fulfill, by the Contractor, the obligations assumed in this Agreement, including the value of the labor (including wages, benefits, social and labor charges).

2.4 The expenses inherent to the costs and risks of import or export operations or any operations that are generated by the disclosure of the brand, products, services, fundraising, etc. on the Contractor's platform, will be borne by the Client, and will be the same that will provide all payments and receipts due, and the Contractor is not responsible for any obligations, measures or responsibilities to this end.

III. CONTRACTOR'S OBLIGATIONS

3.1 In addition to the other obligations stipulated herein, the Contractor agrees to:

- 3.1.1 Perform the Services in full compliance with the provisions of this Agreement and the Proposal, in accordance with the best technique available on the market and in strict accordance with the provisions of applicable law;
- 3.1.2 Perform the Services with its own or subcontracted personnel, duly trained and prepared, being the Contractor fully and exclusively responsible for the coordination and provision of the Services;
- 3.1.3 Provide the Client with any clarifications and information that is necessary to monitor the execution of the Services;
- 3.1.4 To be responsible for the information presented on its disclosure platform but cannot be held responsible for future business or its developments to be closed by the Client.

IV. CLIENT'S OBLIGATIONS

- 4.1 In addition to the other obligations herein, the Client undertakes to:
 - 4.1.1 Make payment for the Services strictly within the deadlines and conditions set forth in this Agreement;
 - 4.1.2 Provide, whenever requested and in a timely manner agreed by the Parties, all data, documents and information that, in the sole discretion of the Contractor, are necessary for the perfect execution of the Services;
 - 4.1.3 Communicate in writing, in a timely manner to the Contractor, any instructions or procedures to be adopted on matters relating to this Agreement, as well as any changes that in any way interfere with the Services;

4.1.4 Authorize, from the date of signature of this instrument, the wide and unrestricted disclosure of its brand, its products, services and interests in the Contractor's platform, without any burden or penalties.

4.1.5 Declares to be aware that the disclosure of the brand, products, services, fundraising, as well as everything disclosed on the Contractor's platform and the service to be provided by the Contractor will be subject to the rules of the Government of the People's Republic of China and is already declared in accordance with all the limitations and restrictions to be imposed for this purpose.

V. CONFIDENTIALITY

5.1 It is the Contractor's and its directors, managers, employees, agents and subcontractors to keep in absolute secrecy any and all information made available to it by the Client, or to which the Contractor has had access, produced or acquired as a result, directly or indirectly, of the provision of the Services, including, but not limited to, information of a technical, operational or commercial nature (the "Confidential Information").

5.2 The Contractor undertakes to: (i) use the Confidential Information exclusively to comply with the scope of the Agreement; (ii) treat confidential information with due confidentiality and not disclose it to third parties or any person other than the team designated by the Contractor for the provision of the Services, and provided such disclosure is necessary for the performance of this Agreement; (iii) do not use, in any event, confidential information for its own or third party's benefit; (iv) does not produce any kind of copying or back-up of the Confidential Information, unless expressly authorized in writing by the Client; (v) upon request of the Client, delete confidential information from its computers, as well as destroy or return Confidential Information obtained on physical support; (vi) in the event of an order from a competent authority for the disclosure of

Confidential Information, immediately to notify the Client in writing in order to enable it to take the appropriate measures it deems.

5.3 The restrictions set forth in this Agreement on the use or disclosure by the Contractor of Confidential Information shall not apply to information that the Contractor proves that:

(i) are publicly known on this date or on the date of its disclosure, or that during the term of this Agreement became public knowledge;

(ii) were independently developed by the Contractor, without reference or basis in the Confidential Information;

(iii) by legal requirement, judicial or federal, state or municipal administrative body, disclosure is required, and provided that no legal treatment of the matter has been requested and obtained in court.

(iv) have been authorized by the Client to be disclosed.

5.4 The duty of confidentiality shall remain in force for a period of one (1) year from the termination of this Agreement, except in the case of written authorization granted by the Client.

VI. RESPONSIBILITIES

6.1 The Parties shall not be liable under any circumstances for any indirect damage of the other Party, including, but not limited to, losses that (i) in any way amount to loss of revenue, lost profits, loss of opportunity or loss of production, losses or refusal to use any equipment, structure or business establishment, increase in operating expenses , economic loss, loss of prestige or reputation, interruption of business or the cost of repair or replacement of equipment; (ii) may be construed in any way as indirect losses or damages; or (iii) are not a direct result of the default of the Contractor's obligations.

6.2 The Parties agree, irrevocable and irrevocably, that they may in their sole discretion, without prejudice to payment to the other Party of all amounts due under the terms and conditions set forth in this Agreement, to trigger any of their insurance contracted, including, but not limited to liability insurance, to face the indemnifications, fines and reimbursements set forth in this Agreement, the amount of which will be limited to the coverage value of the Company's liability insurance policy (R\$500,000.00 – five hundred thousand reais).

VII. CONTRACT TERMINATION

7.1 This Agreement may be terminated by the Parties at any time, motivated or unmotivated, upon written notice delivered to another Party, with effect within thirty (30) days of receipt. The resilience of this Agreement will not result in a fine, indemnification, penalties, penalties or any kind of direct or indirect loss and damage, including lost profits, to the other Party.

7.2 This Agreement may also be resolved in the event of default by either Party of the obligations under this Agreement, which is not resolved within fifteen (15) days from the date of receipt by the defaulting Party of notification sent by the injured Party requesting compliance with the Agreement. In this case the Party causing the termination of the Agreement shall, before the other Party, liable for indemnification in the amount equivalent to the direct losses and damages that the injured Party may suffer, in the event of the provisions, limitations and restrictions mentioned in Clause VI above.

VIII. GENERAL PROVISIONS

8.1 All notices relating to this Agreement shall be made in writing, sent via registered letter with acknowledge of receipt, by e-mail (e-mail), or delivered in person (upon receipt) to the addresses defined below, or at any other address that is specified in writing by one Party to another.

8.2 This Agreement represents the entire agreement between the Parties, replacing all other oral or written agreements of the Parties with respect to their subject matter.

8.3 The Parties may only amend or modify this Agreement by written instrument, duly signed by both parties.

8.4 This Agreement may not be transferred by either Party to any person or entity without the prior written consent of the other Party, and any assignment without written consent shall be deemed void.

8.5 Any party's tolerance of non-compliance with the Provisions of this Agreement shall constitute mere liberality, and shall not constitute a waiver or renewal of the Agreement or its Provisions that may be required at any time.

8.6 This Agreement binds the Parties and their successors in any way.

8.7 The parties, freely expressing their wishes, decide to establish that disputes arising from the performance of this contract should be resolved with the use of appropriate means of out-of-court resolution of conflicts.

The parties, by common agreement, elect Chamber XXXXX. – to administer the procedure of out-of-court resolution of conflict, be it mediation or assisted negotiation, adopting the rules of its internal rules and ethical norms in force at the time of the controversy. In the event of mediation, conciliation or negotiation, the indication may be made by the parties or indicated a list of at least 05 professionals, among the members of the board of mediators and negotiators of Camara xxxxx, in the case of international procedure the language used will be English. It is certain that the procedure will be instituted, in any case, within 30 (thirty) days.

If the attempt to form the composition through Camara xxxxx is unsuccessful, the parties elect the Shanghai-China District Court for appropriate judicial measures.

Thus adjusted, the Parties sign this instrument, in two (2) ways, before two witnesses.

Shangai, [●] of [●] of 2020.

SERPA CHINA CONSULTING GROUP LTDA

Name:

Position:

[CLIENT'S BUSINESS NAME]

Name:

Position:

Witness:

Name:

Passport:

Name:

Passport: