

CONTRACT OF ADHESION AND CONDITIONS OF USE OF WEB APPLICATION

Trace Finance US, INC., a limited liability company with its principal place of business at 251 Little Falls Drive, Wilmington, Delaware - Zip code: 19808, in accordance with this Contract of Adhesion and Conditions of Use of Web Application ("Contract"), is making the Web Application ("Web App") available to internet users ("Users") upon the acceptance of the conditions set out below.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF USE PRESENTED HEREIN AND ALL OTHER NOTICES THAT MAY APPEAR ON OTHER PAGES RELATED TO TRACE FINANCE SERVICES. BY ACCESSING AND USING THE SERVICES DESCRIBED HEREIN, THE USER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS OF USE, INDICATING THAT THEY HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS AND TO THE COLLECTION, STORAGE, USE, AND DISCLOSURE OF THEIR PERSONAL INFORMATION. IN ADDITION, BY SUBMITTING YOUR APPLICATION TO OBTAIN AN ACCOUNT/RELATIONSHIP WITH US, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE DEPOSIT ACCOUNT AGREEMENTS AT OUR BANK SERVICE PROVIDERS FOR YOUR ACCOUNT. YOU FURTHER AGREE TO RECEIVE ELECTRONICALLY ALL NOTICES AND OTHER COMMUNICATIONS FROM TRACE FINANCE.

We reserve the right to make modifications to these Terms of Service at any time and for any reason. In the event that a change to our Terms of Service will result in an increase of fees, an increase of liability to our users, fewer types of electronic funds transfers or stricter limitations not the frequency or dollar amount of transfers, you will be notified via email 30 days before the effective date.

1. DEFINITIONS

1.1. In this Contract, the following terms, when the first letter is capitalized, whether in singular or plural form, shall have the meanings set forth below:

- a) Web App: free software for mobile or desktop devices, used to provide services offered by Trace Finance;
- b) Browser: program used to view pages available on the internet, which interprets information from the requested website, displaying texts, sounds, and images on the computer screen;
- c) Call Center: telephone call center (electronic and/or personalized) made available by Trace Finance to Users, whose channels are mentioned at the end of this instrument;
- d) Availability: ability to access information created or acquired for any purpose, whenever necessary;
- e) Mobile devices or desktops computers: devices with technology to access the telecommunications network, duly enabled by an internet service provider, which can be a computer, notebook, tablet or a cell phone;
- f) Password: means of validating the user's identity for the purpose of accessing information processing resources or services within an electronic system or environment, represented by a set of characters, known only by the user;
- g) Services: those offered through the Web App and listed in item 2.1 hereof;
- h) User(s): individual who registered on behalf of the client company and is authorized to access the web app, in addition to representing and warranting that they are an authorized representative of the Company with authority to bind the Company to this Contract, and that agree to this Contract on behalf of the Company;
- i) Virus: program capable of infecting other programs and files on a computer or mobile device, exposing its Users to a number of risks;
- j) Client: legal entity that has entered into a global banking services agreement with Trace Finance and its partners.
- k) Partners: Trace Finance is a fintech company, not a bank. The investment Services provided are performed by provider ., and Banks duly authorized and regulated by the jurisdiction to create accounts and carry out financial transactions. More information and contract details are available within the Web App on the documents screen.

2. WEB APP SERVICES

2.1. Trace Finance makes the following products and services available to the User, through the domain banking.tracefinance.com:

- Consolidated position of user transactions and cashback available or accrued in their account
- Monthly statements of transactions carried out
- Mandatory documents (such as contract and agreements for the opening of account of Trace Finance and its Partners)
- Trace Finance Announcements
- Digital Onboarding and the upload of supporting registration and transaction documents
- Opening of a demand deposit account provided by one of our financial institution provider partners and any other functionality that we may establish and maintain from time to time and at our sole discretion.

2.2. The Transactions Services will be available during business hours, according to the New York time zone. App access will work every day 24 hours.

2.3. The availability of such services will also depend on the services provided by the Internet Service Provider to the user, and on the compatibility of user's mobile device or desktop with the services listed herein.

2.4. We point out that we use an internal system to mirror information; if the system is unavailable or unstable, we will inform the users and will devote our best efforts to regularize it as soon as possible. Trace Finance disclaims liability for damage incurred by its customers due to failure of services provided by third parties.

2.5 Wire transfers are electronic transfers, considered remittance transfers under US law, between two financial institutions.

2.5.1. Time Restrictions: Daily time restrictions for wire acceptance should be noted in disclosures and an FAQ page. 10:00 AM PST is the cut off time for international wires, 1:00 PM PST is the cut off time for domestic wire transfers. Any wire transfer instructions received after these times will be processed the following business day.

2.5.2. Security Procedures: All users will be required to use a Two-Factor Authentication control, in addition to their login, to authorize a wire transfer. Additionally, users must agree that this control is an appropriate security procedure, designed to verify the authenticity of the order, and not to detect errors in transmission.

2.5.3. No Cancellation: All wire requests are final and are not subject to recall orders or stop payments.

2.5.4. Payment Order: Users may only initiate a wire transaction via the Platform's website. The user is solely responsible for the accuracy of the information contained in the payment order. The wire transaction will be completed relying exclusively on the information provided by the user.

2.5.5. Authorization to Transfer Funds: Via the wire services, users must authorize Atomic's partner bank(s) to execute payment orders on their behalf and to debit the user's account specified in the payment order for the amount of the wire transfer.

2.5.6. Transfer Limit: we are able to limit the frequency and dollar amount of transfers at our own disclosure.

3. SERVICE COSTS

3.1. Access, navigation, and inquiries available on the Web App will be free of fees, for an indefinite period.

3.2. If Trace Finance charges for the services, the user will be informed 30 (thirty) calendar days in advance of the implementation of the fees, and may freely opt for maintaining or ending this adhesion.

4. ACCESS TO THE APP VIA BROWSER

4.1 Access to the Web App is only permitted after registration of the login and password and, when necessary, of a second authentication factor, which must be defined and set up by the user. Trace Finance disclaims any responsibility for client keeping the password, as per section 5.5 of this Agreement.

4.2. To access the Web App, users must provide their registration data, register a password (personal and non-transferable) to access the Web App. If you are the individual requesting to open an Account and relationship through the Web App, you represent and warrant that you are an authorized representative of Company with authority to bind the Company to this Contract ("Administrator"), and that you agree to this Contract on behalf of the Company.

4.3 To create an account, you will need to provide Company information, as well as some personal information. Company information may include your registered business name and state of incorporation, business address, ownership details, nature of the business, and other business information that we may request from time to time; the name, contact information, and date of birth of the Administrators, users or beneficial owners and other personal information; and a corporate registration certificate, proof of address, personal identification, and any other documentary information used to verify business and personal information.

4.4 We provide Company Information to our Banking Service Providers and other third party service providers to determine your eligibility for access to certain Services. We rely on the accuracy of the Company Information you provide to us when opening and maintaining your Account. We may refuse your applications, suspend the provision of those Services to you, or close your Account if Company Information is out of date, incomplete, or inaccurate.

4.5 You must specify at least one administrator to manage your account when submitting your application. Administrators can add, remove, or manage additional administrators and users; request and manage Cards for users; view transactions and run reports; provide or update company information; connect third-party services and other accounts to your Account; and perform other tasks to manage your account. You are responsible for any actions or omissions on the part of Administrators or users, or those who use their credentials to access your Account. You will be solely responsible for the activity that occurs in your account and you must keep your account password secure.

5. OBLIGATIONS AND RESPONSIBILITIES

5.1. Users are solely responsible for obtaining the necessary equipment and services to access the Web App, and Trace Finance is not responsible for any damage or problems resulting from the delay, interruption, or blocking of data transmissions that occur through any internet networks.

5.2. Trace Finance is not responsible for the discontinuity in the provision of services due to errors and malfunctions of public or private equipment and systems used by the user to access the App, said issues having to be dealt by user and user directly with the Telecommunication Service Companies and/or internet access providers and equipment suppliers.

5.3. Trace Finance does not guarantee the availability and continuity of operation of the Web App, nor that the services and content related thereto are available for all geographic areas. When possible, Trace Finance will give prior notice of interruptions in the operation of any Service, whether total or partial interruption.

5.4. Even if all information security tools and mechanisms are applied by Trace Finance, the use of think services will only be safe if the user complies with all security rules when carrying out transactions. Therefore, the user shall use the services safely, and is therefore solely responsible for the incorrect use of such services and for any damage resulting therefrom.

5.5. The user is responsible for the safe keeping of their access password, as well as for the safe handling of their mobile device, whether a smartphone, computer, notebook, or tablet, and must also avoid leaving their device anywhere or with other people.

5.6. The user is aware that their bank information or information related to financial operations sent to their mobile device or desktop are their responsibility, and is also exclusively responsible for protecting the secrecy of such operations after they have been sent by Trace Finance. Access by third parties to that information, due to non-compliance with said security recommendations by the user, or omission or negligent conduct regarding the safekeeping of the information or their device, will be the sole and exclusive responsibility of the user, and will not, in any circumstances, characterize breach of bank secrecy by Trace Finance or its partners

5.7. The user must notify the Support and Service team of any changes to their registration data, including area code, cell phone number, authorized emails, among others, and will be solely responsible for any damage or losses incurred or caused to them as a result of the omission or absence of veracity of the information provided to Trace Finance.

5.8. When accessing and using the Web App, the user agrees not to send or transmit data or information, or to use the services available, that:

- a) In any way may go against the law and the conditions of use determined herein;
- b) Contain false, untrue, offensive information, against order, morals and good conduct or that encourages the practice of any crime, including discrimination and prejudice based on race, color, religion or political ideology;
- c) Use obscene or pornographic words, terms, expressions, images, figures, symbols, or photos;
- d) Contain viruses, software, or codes that may damage data, information or the operation of other mobile devices, preventing the regular use of the network, system, or equipment of third parties;
- e) Violate or threaten the rights and interests of third parties and Trace Finance;
- f) Contain data or information that may cause damage, deteriorate, disable, overload, or impair the provision of services and information provided, preventing its normal use by other users;
- g) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity, falsify, omit, or simulate IP, network, or email addresses in an attempt to conceal identity or authorship, or otherwise hold innocent third parties accountable;
- h) Use the Account or the Services for any purpose that is unlawful or prohibited under this Contract;
- i) Use the Account or the Services for any personal, family, household use, for any unaffiliated third parties or for other use that is not related to the client's business purpose;
- j) Use the Account or the Services for the benefit of an individual, organization or country identified on the US Office of Foreign Assets Control's List of Specially Designated Nationals;
- k) Use the Account or the Services to collect any market research for a competing business;
- l) Interfere with or attempt to disrupt the proper operation of the Services through the use of any virus, device, information gathering or transmission mechanism, software or routine, or to access or attempt to gain access to any related IP, data, files, or passwords to the Services through hacking, password or data mining, or any other means;
- m) Reverse engineer or disassemble any software or other products or processes accessible through the Services;
- n) Bypass, remove, modify, disable, downgrade or circumvent any of the Content protections on the Services.

5.9. Trace Finance is not responsible for damage and losses of any nature that may arise from improper use of the App. The user will be liable for damage and losses of any nature that Trace Finance is subject to under the Terms herein.

5.10. Trace Finance disclaims any liability for losses and damage of any nature that may be attributed to the presence of viruses or other elements on the user's device, without any participation of Trace Finance, causing alterations in the computer system, electronic documents or user records. Under no circumstances will Trace Finance, its officers or employees be liable for any direct or indirect damage arising from the inappropriate use of the Services by the user or from any performance failure, loss of data, error, omission, interruption, defect or delay in operation or transmission, digital virus or line or system failure.

5.11 Users and customers declare that they are aware of the provisions of [Regulation E - 205.6](#), which provides for the consumer's responsibility for unauthorized transfers through the account and services available on the Trace Finance Web App, in which the consumer may be held responsible, within the limitations described in the law for an unauthorized electronic transfer of funds involving the consumer's account.

5.12 User shall notify Trace Finance immediately of any breach of security or unauthorized use of the Account through the Questions and Support channel available in item 15 of this Contract. Trace Finance will not be liable for any losses caused by any unauthorized use of the account. We may suspend access to the account if we believe your account has been compromised.

5.13 We are able to limit the frequency and dollar amount of transfers at our own disclosure. User limits will be specific to each user.

6. RISK AWARENESS

6.1. The client is aware of the risks related to the use of the Product(s)/Service(s), including, but not limited to, the reading and/or alteration of data by third parties or the misuse thereof, and agrees, under their sole responsibility, that Trace Finance may process the data as received by the Platforms, or any other way in which there is the client information and consent.

6.2. The Client is aware that no information provided by the Web App or by Trace Finance is to be construed as legal and/or tax advice or guidance, but only the recommendation and execution of Trace Finance's global banking products and services.

6.3 The user must read and agree to the terms herein before using the Services. If you do not agree, you may not use the services. You may only request an Account and use the applicable Services under such Account if you are an incorporated and duly registered legal entity and have the capacity enter into a binding agreement with Trace Finance. You may only use the Services in accordance with this Contract and all applicable local, state, national, and international laws, rules, and regulations. Except in connection with the access to our Website, any use of or access to the Services for consumer or non-commercial purposes by anyone other than your employee, contractor, agent, or other individual authorized to use your Account on your behalf is strictly prohibited and is in violation of this Contract.

7. COPYRIGHT AND PROPRIETARY RIGHTS

7.1. All content related to the Web App and the Services is the property of Trace Finance, which maintains and organizes it, along with all the source code of the pages. The use of this technology by a third party not expressly authorized to do so will be considered infringement of copyright and intellectual property rights, as the case may be.

7.2. All trademarks included in the Web App and Services are either the property of Trace Finance or have been granted under license or authorization by their owners for their legitimate use. Trace Finance's trademarks present on the Web App and Services, as well as their domain name, are intangible assets owned by Trace Finance itself, which therefore holds the exclusive right over their use. Thus, the use of these intangible assets by any third party must be expressly and formally authorized, under the penalties of the law.

7.3. Moreover, all graphs, images, layouts, and any other intellectual work contained on the Web App and in the Services are property of Trace Finance, which holds the ownership of the property rights. Trace

Finance is the owner of all the content transmitted in the Services, as well as the respective programming, multimedia content, and database.

7.4. When accessing the contents of the Web App and the Services, the user declares that they will respect all intellectual and industrial property rights arising from the protection of registered trademarks, as well as all rights related to third parties that may be or were otherwise available on such Services. Simple access to the Web App does not grant the user any right to use the names, titles, words, phrases, brands, patents, literary, artistic, literary-musical works, among others, that are, or were, available therein.

7.5. The reproduction of the contents described above is prohibited, unless prior written authorization from Trace Finance is provided or if they are intended for the exclusive personal use of the user themselves, without, under any circumstances, the user acquiring any rights over them.

7.6. The user assumes any and all responsibility, civil and/or criminal, for the misuse of information, texts, graphics, brands, works, that is, any and all intellectual or industrial property rights contained in the Web App.

7.7 Trace Finance reserves all rights not expressly granted in this instrument in the Trace Finance Web App Services, and may terminate access at any time, for any reason or no reason.

8. PROCESSING PERSONAL DATA OF CUSTOMERS AND USERS

8.1 Trace Finance shall process the personal data of customers and users in accordance with the obligations set forth in legislation relating to the protection of personal data, and in accordance with the purposes of the services subject matter of this Contract. When using our services, user and customer are aware of our devices present in the [Trace Finance Data Privacy Policy](#).

8.2 For the purposes of this Contract, personal data is understood to be any information related to an identified or identifiable natural person, such as registration data and user financial transaction data on behalf of the client.

8.3 Trace Finance ensures clients and users total confidentiality of the personal data they have access to as a result of this Contract and the use of the Web App by the customer, adopting appropriate information security measures to protect this data. Trace Finance may share the personal data of the client and users with third parties, including their registration data, balances and financial transactions and any movements made within the Web App made available by Trace Finance, in the following cases:

- a) For other financial institutions, subject to the provisions of Complementary Law No. 105, of January 10, 2001, as in force, and rules of the National Monetary Council, the Central Bank of Brazil and the Brazilian Securities and Exchange Commission.
- b) To third party service providers of Trace Finance, including those located abroad, within the limit of what is necessary for the provision of the services subject matter of this Contract.
- c) To the Central Bank of Brazil, the Brazilian Securities and Exchange Commission, B3 (Brasil, Bolsa, Balcão), the Federal Revenue Office of Brazil, any regulatory and governmental bodies and judicial authorities, in Brazil and abroad, for the purpose of fulfilling legal obligations or in order to exercise or defend the rights of Trace Finance.
- d) For the purposes of performance of the Contract and in the legitimate interest of Trace Finance.
- e) To share registration information with fraud prevention and money laundering and terrorist financing systems and providers.

8.4 The client and users have the right to be informed, in a clear and complete manner, whenever formally requested, about the personal data collected, stored and processed by Trace Finance and the processing operations provided to them, including the right to request additional information about data processing, information about third parties that eventually had access to personal data, the period personal data is stored (or the criteria for defining the storage period) and their rights related to the processing of personal data.

8.5 Upon request, the client and user may also receive a copy of the personal data processed by Trace Finance, in appropriate format, and may request the rectification, supplementation or update of the data, if it notices that it is incomplete, inaccurate or out of date.

8.6 If the client and user wish to request the cancellation of their registration or the deletion of their personal data from the Trace Finance database, Trace Finance will delete all personal data provided by the client and user, with the exception of those necessary for the fulfillment of legal or regulatory obligations by Trace Finance or its partners. However, this request may result in the cessation of services provided by Trace Finance, given the impossibility of executing the subject matter of this Contract without processing the personal data of users or clients.

8.7 Clients and users may exercise the aforementioned rights, under the terms and conditions of current legislation, through the LGPD Channel - Data Privacy, available at <https://forms.gle/22D744TSCHVjBPu88>. In the event that users do not receive a satisfactory response, they may also exercise their rights and file complaints with the relevant data protection authorities.

8.8 Trace Finance and its partners will be responsible for storing user and client data and documents required by applicable regulations, for a minimum period of 5 (five) years and for the maximum period necessary, pursuant to applicable legislation.

8.9 Trace Finance uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of its company's information and implement its privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use User Content for improper purposes. By using our services, you recognize that the data provided may be at risk.

8.10 The use of the Deposit Account and Cards is subject to the privacy policies of our Banking Provider partners.

8.11 By using the Services, you grant Trace Finance a non-exclusive, royalty-free license for the term to collect, use, disclose, combine, transmit, format and display Client Information, personal information, and any other information submitted by the user through the Services, for the purposes set forth in the Privacy Policy.

8.12 By accessing a third party website, app or service from the Trace Finance Services and Web App, you understand that this Contract of Adhesion and the Trace Finance Privacy Policy do not apply to your use of such third party services. Trace Finance is expressly exempt from any and all liability arising from the use of third-party websites, apps, services or content.

9. INFORMATION SECURITY MEASURES, FRAUD PREVENTION AND AML-CFT

9.1 We use multifactor authentication to create all users. When they log in for the first time, they are redirected to the QR code screen, where they will need to use some soft token authentication application such as Google Authenticator, Authy, Windows Hello. After validating the code in the web App, the user will be redirected to the introduction screen of the company's onboarding process.

9.2 We require a minimum password length of 10 characters, as suggested by the National Institute of Standards and Technology (NIST), including at least 1 uppercase, 1 lowercase, 1 number, and 1 symbol.

9.3 We use a security system called [Amazon Cognito](#) for secure, frictionless, and scalable client identity and access management, therefore, we do not store user passwords in any internal Trace Finance database.

9.4 We have a default defense that allows five failed login attempts. After that, we start temporary blocks with exponentially increasing times, starting at 1 second and doubling after each failed attempt, until about 15 minutes. Attempts during a temporary lockout period are ignored. After the temporary lockout period, if the next attempt fails, a new temporary lockout will start with twice the duration of the previous one. Waiting about 15 minutes without any attempts will also reset the temporary lock. Please note that this

behavior is subject to change.

9.5 All users and clients undergo due diligence in opening relationships manually or automatically by partner systems in order to comply with current regulations and legislation.

10. DURATION

The term hereof is tied to the term of the Contract entered into between the Client and Trace Finance and its partners, given that the registration of the first access by the user to the Web App will be valid as ratification of this Contract.

11. MISCELLANEOUS

11.1. The user is informed that the active wireless connectivity functionality (e.g. Bluetooth, Wi-Fi) can make their device more vulnerable and susceptible to attacks by malicious agents, the sending of viruses and malicious files, therefore, whenever possible, keep it disabled.

11.2. Tolerance of any breach of any term and condition of this Contract will not constitute novation of the obligations stipulated herein nor will it prevent or inhibit their enforceability at any time.

11.3. All queries and transactions carried out through the Web App will be registered by Trace Finance and its partners, and will be subject to their monitoring. Such records will be considered as evidence and are in compliance with the Brazilian General Data Protection Regulation (LGPD).

11.4. Trace Finance may post notices or messages via the Web App or registered email to inform the User of changes to this Contract, or other relevant matters.

11.5. The user expressly authorizes Trace Finance, when necessary or in the interest of the user, to communicate with them, through email and cell phone, as well as through the Call Center, physical correspondence, or any other future means of communication.

11.6. The user is aware that Trace Finance may collect, use and store their personal data, under the terms of the current legislation and in accordance with its Privacy Policy and for duly informed purposes.

11.7. Trace Finance agrees to accept the request for cancellation of the product or service by the user through the same channel used for contracting.

11.8. Trace Finance may terminate this Contract at any time, without the right to compensation or indemnities, upon communication with up to 30 (thirty) calendar days in advance, as of the receipt of the communication by the user.

11.9. Trace Finance may terminate this Contract, immediately, regardless of any notice or prior notice, in the event of suspicion or misuse of the Web App, for the user's own safety and at Trace Finance's sole and exclusive discretion. Trace Finance has the power to suspend or cancel any registrations that are contrary to current Prevention of Money Laundering and Funding of Terrorism regulations and legislation (PLD-FT), as well as registrations that have signs of false, incomplete and/or inconsistent information.

11.10. When using the Web App, the user accepts and agrees with all clauses and conditions of this Contract, always checking them prior to using the Services, and agrees to defend, indemnify and hold harmless Trace Finance and its subsidiaries, agents, licensors, officers, and other affiliated companies, and their employees, contractors, agents, officers and directors, our banking providers and our third-party service providers, from and against any and all claims, damage, obligations, losses, liabilities, costs or debts and expenses of third parties (including, but not limited to, attorneys' fees) arising out of, relating to or resulting from: (a) your use of and access to the Services, including any data or content transmitted or received by you; (b) your breach of any term of this Contract, including, without limitation, your breach of any of the above representations and warranties; (c) your violation of any third party right, including,

without limitation, any privacy right or intellectual property rights; (d) your violation of any applicable law, rule or regulation; (e) your willful misconduct; or (f) access to and use of the Services by any other party with your unique username, password or other appropriate security code.

11.11. For additional information about each Service, the user must access the support@trace.finance

11.12. This Contract is for use and access to the Services only, the clauses and conditions contained in the “Relationship Opening Form”, “Service and Product Agreements” of the “Partners’ Adhesion Agreement”, entered into between the user, Trace Finance and partners having to be complied with.

11.13 The client may not assign or transfer their registered profile to any other person or entity.

11.14 Trace Finance cannot guarantee that the Product(s)/Service(s) will always function without interruptions, delays or other imperfections.

11.15. The client and user hereby authorize Trace Finance to send information about their account or contracted services, notices, advertising or promotional materials and other communications that Trace Finance deems useful and/or necessary. The user and client may request Trace Finance to delete or include them in the message sending list, through the LGPD Channel - Data Privacy, available at the link <https://forms.gle/WQ1jVUZXH6neZVqj8>.

11.16 To the extent permitted by law, the Services are provided without any warranty, express or implied, including, without limitation, the implied warranties of merchantability. No advice or information, whether oral or written, obtained by Trace Finance or through our services, will create any warranty not expressly stated in this Contract. Furthermore, Trace Finance does not guarantee that the information provided by the Web App will always be accurate, reliable or correct, that the services will meet your needs, and that they will be available at any particular time or place, in an uninterrupted or secure manner, that any defects or errors will be fixed, or that services are free of viruses or other harmful components.

Trace Finance has a relationship with Atomic Invest, LLC, an SEC-registered investment adviser, to bring you the opportunity to open an investment advisory account. Investment advisory services are provided by Atomic Invest. Trace Finance receives compensation of 0% to 0.85% annualized, payable monthly, based upon assets under management for each referred client who establishes an account with Atomic Invest (i.e., exact payment will differ). Trace Finance is not a client of Atomic Invest, but our relationship with Atomic invest gives us an incentive to refer you to Atomic Invest instead of another investment adviser. This conflict of interest affects our ability to provide you with unbiased, objective information about the services of Atomic Invest. This could mean that the services of another investment adviser with whom we do not have a relationship could be more appropriate for you than Atomic invest. Neither Atomic Invest nor Atomic Brokerage, LLC (FINRA registered broker-dealer and member of SIPC), nor any of their affiliates is a bank. Investments in securities are Not FDIC insured, Not Bank Guaranteed, and May Lose Value. Investing involves risk, including the possible loss of principal.

12. WHAT THEY ARE AND HOW WE USE COOKIES

12.1. Cookies are files or information that may be stored on your devices when you visit the Organization's websites or use the Organization's online services. Generally, a cookie contains the name of the website that originated it, its lifetime and a value, which is randomly generated.

12.2. Trace Finance uses cookies to facilitate use and better adapt its website and applications to the interests and needs of its users, as well as to help and improve its structures and content. Cookies can also be used to speed up your future activities and experiences on our services.

12.3. Through cookies, the Site stores information about browser activity, including IP address and page accessed. These activity records (logs), which may include data such as the IP address, the actions taken on the Site, the pages accessed, the dates and times of each action and access to each page of the Site and information about the device used, operating system version, browser, among other applications installed,

will only be used for statistical purposes and metrics of the services available, for the investigation of fraud or undue changes in its systems and registrations, and are intended for providing data to third parties without express authorization from the user.

13. TYPES OF COOKIES WHAT DO THEY DO

13.1 Cookies are essential for the Trace Finance website and Web App to allow you to navigate correctly, as well as to make use of all available functionalities. **PERFORMANCE:** Cookies help us understand how visitors interact with the Organization's page, providing information about the areas visited, the time spent visiting the site, and any problems encountered, such as error messages. **FUNCTIONAL:** Cookies allow the Organization's page to remember your choices, to provide a personalized experience. They also allow users to watch videos and use social tools, fields for comments, forums, among others. **MARKETING:** Cookies are used to provide more relevant content of interest to users. They can be used to show advertising with greater targeting or to limit the number of ads that are displayed on the Organization's pages. They also allow measuring the effectiveness of an advertising campaign launched.

13.2. At any time, you, a user of our services, may revoke your authorization regarding the use of cookies, using, for this purpose, your preferred browser settings. However, we warn that, depending on the choice made, certain functionalities of our services may not work as ideally expected, and aspects of information security and fraud prevention may be impacted.

13.3. For further information on how to manage cookies directly in your preferred browser, we advise you to check the links below:

Internet Explorer:

<https://support.microsoft.com/pt-br/help/17442/windows-internet-explorer-delete-manage-cookies>.

Mozilla Firefox:

<https://support.mozilla.org/pt-BR/kb/ative-e-desativeos-cookies-que-os-sites-usam>.

Google/Chrome:

<https://support.google.com/accounts/answer/61416?co=GENIE.Platform%3DDesktop&hl=pt-BR>.

Safari:

<https://support.apple.com/pt-br/guide/safari/sfri11471/mac>

14. VENUE AND APPLICABLE LAW

This Agreement shall be governed by the laws of the United States of America, and it is agreed that the user's domicile, provided that it is in national territory, shall be used to resolve any issues related to and/or arising from the use of the Services regulated by this Contract.

15. QUESTIONS AND SUPPORT

15.1 Any discrepancy found in the information received must be reported immediately support@trace.finance - Service from Monday to Friday from 9 am to 5 pm, except holidays (Brazilian time zone).