

PIPEFY's Affiliate Program

Please read carefully the following terms applicable for Pipefy's Affiliate Policy ("Policy"), since it will govern the affiliate relationship with Pipefy. By accepting this Policy in your own name or on behalf of a company or other sort of legal entity, you represent and warrant that: (i) you are over 18 years old and have full civil and legal capacity to subject your employer or entity; (ii) have read, understood, and agreed to abide by the terms of this Policy and its Documentation on behalf of the party you represent.

| <u>DEFINITION</u> | |
|--|--|
| <p>PIPEFY: Any company that directly or indirectly controls, is controlled, or is under common control of the company in question. "Control", for the purposes of this definition, means ownership, directly or indirectly, or control of more than 50% of the company's voting shares.</p> <p>PIPEFY PRODUCT: Pipefy's proprietary and licensed Intellectual Property technology available for purchase on the Pipefy website: [https://www.pipefy.com].</p> <p>PIPEFY PLATFORM: The virtual environment available on app.pipefy.com website, through which Pipefy customers may access and use the Pipefy Product.</p> <p>AFFILIATES: The affiliate may be any company and/or organization, client, influencer, integrating agency, consultant, or association that operates in the corporate market.</p> <p>INTELLECTUAL PROPERTY: All trade secrets, patents and patent applications, trademarks (registered or unregistered and including any goodwill acquired under these brands), service brands, trade names, copyrights, patents, and</p> | <p>LEAD: Any national or foreign company, with at least 11 (eleven) employees, with an active and regular registration record on the appropriate supervisory bodies, which demonstrably shows interest in acquiring Pipefy for internal use.</p> <p>PERSONAL DATA: Information legally classified as personal data, in compliance with applicable legislation, including, but not limited to, Federal Law 13.709/2018 (Brazilian General Data Protection Law).</p> <p>PRIVACY POLICY: Pipefy follows Information Security best practices, ensuring that all our environments are secure. We guarantee a safe and secure solution by having a dedicated security team, constant security training, and regular internal and external audits. Contact our security team to learn more about Pipefy's security practices and certifications: [https://www.pipefy.com/security/].</p> <p>DOCUMENTATION: All documentation that applies and governs the relationship between Pipefy and the Affiliate. They include the legislation in place in the country of either the Affiliate, Lead or Pipefy, this policy, and Pipefy's Privacy Policy.</p> |

| | |
|---|--|
| other intellectual property rights regulated by national and foreign legislation. | |
|---|--|

1. THE AFFILIATE PROGRAM

The Affiliate Program aims to promote Pipefy by receiving lead referrals from our affiliates. The adhesion to this program does not create any type of employment relationship between the parties, nor does it involve sales or proposals made by the Affiliate, who is only responsible for leads indication.

2. REGISTRATION PROCESS IN THE AFFILIATE PROGRAM

To register for the Affiliate Program, the Affiliate must:

1. access the Pipefy Partners website [[available here](#)];
2. select the icon "Become an Affiliate";
3. review, understand and accept the terms of Pipefy Affiliate's Policy;
4. fill in your registration information as requested in the Public form [[available at the end of this page](#)].

The referrals will be analyzed by Pipefy's internal team within 5 (five) business days from the date of receipt. The communication will be formalized by an email message and sent to the email address provided by the Affiliate, who is responsible for the accuracy of the information provided to Pipefy. Once the registration is formally approved, the affiliate will receive emails from Pipefy through affiliates@pipefy.com with instructions regarding deadlines, next steps, and the progress of the negotiation with the referred lead.

Contacts made by email will be the only means by which the Affiliate and Pipefy will communicate to each other about all information related to referrals, approvals or denials, justifications, payment data, commissions, valid and non-validated sales, available links, and support materials.

3. LEADS REFERRAL PROCESS

The lead referred, under the terms defined in this Policy, cannot be a current Pipefy customer. It is forbidden for the affiliate to indicate itself or a Legal Entity of which he is a partner as potential customers for the purposes of this Policy. Also, if Pipefy receives the same lead referred by more than one Affiliate, the chronological order of referrals will be used for

tie-breaking purposes. The Affiliate must provide the following accurate and complete data in order to validate its referral:

- Company's name
- Employer Identification Number
- Company's size
- Point of contact's full name
- Point of contact's email
- Point of contact's phone number

It is the Affiliate's sole responsibility, when collecting any personal data from potential leads, to follow the rules of the laws in force regarding collection and use of personal data.

4. LEADS DISAPPROVAL AND EXCLUSION

In case the leads referred are disapproved by Pipefy, the Affiliate can contest the rejection within 5 (five) working days from the date of receipt of the disapproval notice. Nominations can be challenged retroactively.

For the purpose of preserving the brand, Pipefy reserves the right to decline, at its sole discretion, the request for affiliate registration and the referral of leads whose performance incurs in illegality, violations of any regulations applicable to the species, creation and/or dissemination of pornographic content; content that incites or promotes violence; content considered to be hateful towards individuals or groups based on race or ethnic origin; content that promotes any type of discrimination based on sex, religion, age, and/or sexual orientation; violations of copyright or intellectual property of third parties; or that offends values cultivated by Pipefy.

Pipefy may disapprove or terminate an active registration that incurs in the terms above, at any time, without prior notice. In addition, Pipefy will immediately terminate the Affiliate's participation in the Affiliate Program if it understands that the affiliate has engaged in any of the following activities:

Sending unsolicited bulk emails, or any other form of SPAM, including, but not limited to, discussion groups, lists, forums, or violation of Pipefy's privacy policy or federal law; providing inaccurate or incomplete information to Pipefy about your identity, address, and other necessary information; attempting to defraud or deceive Pipefy in any way; misrepresenting the documentation; making any negative advertisements for Pipefy in any medium, including but not limited to websites, blogs, social media, newspapers, among others; using any of Pipefy's trademarks without specific authorization; engaging in activities related to cookie stuffing.

The Affiliate is not authorized to offer any type of incentive — promotion, bonus, coupon, prize, cash, gift, among others, to increase its sales.

5. PAID COMMISSIONS

The paid commission will only be issued if the referred lead contracts the Pipefy Product and remains active and paying for a minimum period of 1 (one) month of contract with Pipefy. Once the lead indicated by the Affiliate pays for the Pipefy Product, remaining as an active and paying Pipefy customer for a minimum period of 48 hours (forty-eight hours), the commission will be issued in an amount equivalent to 10% (ten percent) of the total amount paid per month or year by the referred lead. This amount is to be paid by Pipefy to the Affiliate one single time, and in a single installment, in BRL reais or US dollars.

The paid commission will be issued in 30 (thirty) calendar days from the date of payment made by the referred lead to Pipefy, also on the next fixed date and when the provisions of item 6 (six) below are also met.

6. PAYMENT OF COMMISSIONS

For commission payment purposes, the monetary portion paid by the lead to Pipefy in the first month of the contract will be taken into account, regardless of price changes that may occur between the date of referral shared by the affiliate and the initial date the customer purchased Pipefy Product.

Payment documents. In order for the commission to be paid, the affiliate must send an invoice according to item 7 (seven). If the document is not received as scheduled, the payment can be rescheduled for the following month.

Date of payment. Commissions are paid until the last business day of each quarter, within 30 days after the lead is acquired, on the following dates: 01/31 - 04/30 - 07/31 - 10/30, or on the next business day, in case the scheduled payment day is a weekend or holiday.

Payment method. The commission is paid via bank transfer, based on the information provided on the Affiliate's registration form. It is the Affiliate's responsibility to keep its account information updated with Pipefy. For the commissions' payment, the Affiliate must have the registration of his preferred bank account to receive updates. Any change must be indicated 30 (thirty) days in advance via email: affiliates@pipefy.com. If the affiliate does not indicate his accurate bank details within this period, it will waive its rights to receive the amounts described in this Policy.

Objection of amounts received. The Affiliate has 30 (thirty) days after the completion of the analysis and payment of the commission to dispute the amount received. If the Affiliate does not inform its updated account details within this period, it will waive its rights to receive its payment under this Policy. Pipefy will be the sole and final arbiter of any and all disputes or claims related to the legitimacy of the sales. Subject to these restrictions, this Agreement shall be binding and enforceable against the parties and their respective successors and assignees.

At any time, Pipefy may change the method and means of the commission paid under this Policy. In this case, Pipefy will notify the Affiliate and it will have 30 (thirty) days to adapt to the new format for receiving the amounts. Pipefy's failure or delay to comply with any provision of this agreement shall not constitute a waiver of its right to enforce this or any other term of this agreement.

7. ABOUT INVOICES ISSUED

For corporate affiliates, the commission will be paid upon the presentation of an invoice. The invoice must have the same ownership as the Affiliate's registration. Employer Identification Numbers from third parties will not be accepted.

The commission's payment will be conditional on the invoice's receipt. This invoice must be sent to affiliates@pipefy.com and fin@pipefy.com, bringing information on the calculation of the commission, within the agreed deadlines. For the commissions' payments, the Affiliate must issue an invoice for services containing the following information: total amount, affiliate's full name, Employer Identification Number, address, and updated account details.

Once the payment is issued, Pipefy will withhold and deduct taxes that are determined by the legislation in place on the payment's date.

8. EFFECTIVENESS OF THE AGREEMENT

This agreement comes into effect after the Affiliate receives official communication about the approval of its registration for Pipefy's Affiliate Program, and will remain in force until the obligations assumed hereby are fulfilled. Pipefy may, at any time, regardless of motivation

and by written communication to the Affiliate's registration email, terminate its participation in the program, without any fine, indemnity, or compensation.

Pipefy may also terminate the Affiliate's participation as a result of a violation of this Policy, being authorized to withhold any commissions due at the time of termination in the event that the referred lead terminates the contract with Pipefy within 48 (forty-eight) hours of the payment date.

9. CHANGES TO DOCUMENTATION

Pipefy reserves the right to modify any information in this Policy and Documentation at any time. Changes will always be communicated to the Affiliate by email. Modifications may include, but are not limited to, changes in the scope of available commissions, commission amounts, payment procedures, and affiliate program rules. The Affiliate's continued membership in the program, after the posting of a change notice or new agreement, will constitute acceptance of these changes.

If the Affiliate does not agree with any change in the terms of the Program, it must notify Pipefy by writing an email to affiliates@pipefy.com until 48 (forty-eight) hours after the change, expressly terminating this agreement

10. CONFIDENTIALITY

For the purposes of this Agreement, the term "confidential information" includes, but is not limited to, information disclosed by one party ("Disclosure Party") to the other party ("Receiving Party"), whether orally or in writing, which are defined confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of their disclosure.

Confidential Information does not include any information that (i) is or becomes known to the public without a breach of any obligation owed to the Disclosing Party, (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without a breach of any obligation due to the Disclosing Party, (iii) is received from third parties without a breach of any obligation owed to the Disclosing Party, or (iv) has been independently developed by the Receiving Party. Pipefy reserves the right to cooperate with any investigation regarding the Affiliate's activities, including the disclosure of its account information.

The Affiliate agrees not to disclose any confidential information and that such information must remain strictly confidential, secret, and must not be used, directly or indirectly, by the affiliate for its own commercial purposes or for any other purpose, except and only to the extent that such information is usually known or accessible to the public, or if required by law or legal process.

11. RELATIONSHIP BETWEEN THE PARTIES

Affiliate and Pipefy ("parties") will be considered independent and without any bond or exclusivity relationship in place, so that they will not be considered as representatives or agents of each other, and therefore there is no clause in the documentation capable of being interpreted in order to configure any type of company, association, or joint venture between the Parties, neither a Party being able to undertake on behalf of the other, assume, or establish any obligation, statement, or guarantee, verbal or written, on behalf of the other, nor conduct its business or use the other Party's trade name in any form of advertisement or publications, unless with the prior written consent of the other Party.

The Affiliate has no authority to make or accept any offers or representations on behalf of Pipefy. The Affiliate is aware and agrees that it, as well as its employees, directors, agents, subcontractors, or partners, has no employment relationship with Pipefy, and the Affiliate is solely responsible for the payment of labor, social security, insurance, tax, and that fall on its own employees.

Any and all activities developed by the Affiliate related to or as a result of this Term will be under its entire responsibility. The Affiliate should respond individually to the Public Authorities and any third parties, for all Civil, Administrative, Criminal, Labor, Social Security, Social, or Tax Obligations that it assumes.

12. INTELLECTUAL PROPERTY AND MEDIA

Pipefy exclusively owns all rights, title, and interest in (and to) the Services, Software, any materials or documents related to Pipefy, together with all enhancements or derivative work on a global scale (whether created jointly or individually by either party or its representatives).

Partners may not practice reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code, object code, or underlying structures, ideas, or algorithms for the Services or any software, documentation, or data related to the Services; also, may not modify, translate, create derivative works based on the Service or Software; use the Services or Software for time-sharing or service bureau purposes, or for any purpose that is not delimited in this Policy or its applicable documentation.

13. LIMITATIONS OF RESPONSIBILITY

Pipefy does not take responsibility for any expense arising from one's participation in the Affiliate Program, as well as there is no guarantee of income on it.

Pipefy does not guarantee the Affiliate any sort of remuneration other than the remuneration arising from commissions under this Policy. All expenses necessary for the Affiliate to carry out the object of this term will be fully borne by the latter, and Pipefy does not make any type of reimbursement due to expenses incurred.

The Affiliate expressly declares that it is aware that the adherence to this Policy does not represent any guarantee of economic results or profitability, which is always dependent on market variables, and the hiring decision is always up to the referred client.

14. RESTITUTION

The Affiliate agrees to indemnify, defend, and hold harmless Pipefy, its employees, directors, agents, other affiliates, successors, and assignees against any and all claims, losses, damages, or expenses, including attorneys' fees, of any nature incurred or suffered by Pipefy (collectively the "losses"), to the extent such losses (or actions in related to them) arise from or are based on (i) any claim that threatens Pipefy's intellectual property by affiliates or that violates the rights of third parties (ii) damages arising from non-compliance with this Policy by the Affiliate.

15. CONFLICTS RESOLUTION

The Affiliate is obliged to seek extrajudicial resolution prior to any dispute arising from this Policy, including concerns related to its interpretation or execution, and shall notify Pipefy of the conflict within the deadlines set in this Policy through the email affiliates@pipefy.com requesting extrajudicial resolution of the conflict. If this conflict is not solved within 30 (thirty) days since Pipefy receives the notification, the Affiliate may then seek legal actions to solve the dispute, and shall notify the counterpart of this decision.

16. APPLICABLE LAW AND JURISDICTION

This contract is governed by Brazilian legislation. Any dispute arising from this agreement will be submitted to the Court of the District of the Capital of the State of Paraná, waiving any other court, regardless of how privileged it may appear to be.