

SERVICE AGREEMENT

By this private instrument, on one side, as the **CONTRACTED PARTY**, I&T TECNOLOGIA E SERVIÇOS LTDA. – ME, a private legal entity operating under the trade name HD DOCTOR, registered under CNPJ/MF No. 04.646.588/0001-06, duly registered with the Civil Registry of Legal Entities under No. 108897, Book A, on August 27, 2001, headquartered at Rua Sebastião Fabiano Dias, No. 210, Store 37, Belvedere, Belo Horizonte/MG, ZIP Code 30.320-690, herein duly represented in accordance with its Articles of Incorporation; and on the other side, as the **CONTRACTING PARTY**, the person(s) indicated in the specific section of the **SERVICE AGREEMENT – SUMMARY OF CONTRACTUAL INFORMATION (“RIC”)**, jointly referred to as the **PARTIES**, have agreed to execute this **PRIVATE SERVICE PROVISION AGREEMENT AND RELATED TERMS**, which shall be governed by the clauses and conditions set forth below.

CLAUSE 01. DOCUMENTS THAT FORM AND COMPLEMENT THIS AGREEMENT

1.1. Integral Documents

The following documents are part of this **AGREEMENT**, as if fully transcribed herein, for all legal purposes (“Integral Documents”):

- I. **SERVICE AGREEMENT – SUMMARY OF CONTRACTUAL INFORMATION (“SERVICE AGREEMENT” or “RIC”)**;
- II. **PRIVACY AND DATA PROTECTION POLICY (“PPPD”)**;
- III. **MEDIA DELIVERY FORM (“TEM”)**; and
- IV. Any other instruments executed by the **PARTIES** related directly or indirectly to this **SERVICE AGREEMENT** or services rendered by the **CONTRACTED PARTY**, including, for example, the **DIAGNOSTIC AND ESTIMATE** referred to in item 3.2.1.

1.1.1.

Failure or non-observance by the **CONTRACTING PARTY** of any provision of the documents above shall constitute breach of contract, without prejudice to applicable penalties, late fees, and/or compensation for losses and damages, including possible retention of paid amounts, when applicable, as expressly stipulated herein.

1.2. Special Clauses

Any special clauses or notes in the **SERVICE AGREEMENT – SUMMARY OF CONTRACTUAL INFORMATION** prevail over the provisions of this **AGREEMENT** that do not apply to the specific negotiation.

1.3. Declaration of Compliance

The **CONTRACTING PARTY** recognizes and expressly declares having read all the documents above, agreeing entirely with their terms and adhering to them fully. These documents therefore form an integral and inseparable part of this **AGREEMENT**.

CLAUSE 02. PURPOSE AND SERVICES COVERED BY THIS AGREEMENT

2.1. Purpose

This SERVICE AGREEMENT covers the provision of services consisting of attempting to recover inaccessible digital data stored on damaged and unusable media/hardware belonging to the CONTRACTING PARTY.

2.1.1. The “data recovery attempt” is performed through the following activities:

I. **Media Analysis and Diagnosis** performed at the CONTRACTED PARTY’s Laboratory (in Belo Horizonte/MG and/or São Paulo/SP), to identify damaged parts of the media and reconstruct or replace them, enabling attempts to access its content;

II. **Data Recovery**, performed after electronic/mechanical reconstruction, through forced read attempts and verification of recoverable data;

III. **Delivery of Recovered Data**, transferring accessible data from the analyzed device to a new device and delivering it to the CONTRACTING PARTY.

2.1.2.

The CONTRACTING PARTY acknowledges having received full clarification and, agreeing to it, has signed the relevant documents and delivered the media to the CONTRACTED PARTY for processing.

2.1.3.

The contracted services are exclusively those listed in item 2.1.1:

- (I) media analysis and reconstruction;
- (II) mapping, reading, cloning, analysis, and recovery of the maximum possible amount of data (existing, deleted, corrupted, etc.);
- (III) transfer of recovered data to a new device.

2.2. No Guarantee of Results

Under no circumstance does the CONTRACTED PARTY promise, induce, or guarantee successful data recovery, regardless of past success rates. The objective is solely to attempt reconstruction and access to assess any recoverable data.

2.2.1.

The CONTRACTING PARTY expressly declares that:

- (i) they were unable to recover their own data;
- (ii) they acknowledge that the device was already damaged before service began.

2.2.2.

The CONTRACTING PARTY expressly agrees that engaging the services requires sending the media and relinquishing it entirely, even without any guarantee of recovery.

2.2.3.

The CONTRACTING PARTY authorizes removal of warranty seals or labels as needed, acknowledging that this voids any existing warranties.

2.2.4.

The CONTRACTING PARTY acknowledges that the device/media delivered for diagnostics is considered economically worthless and is not subject to restitution, except as expressly provided.

2.3. Liability Limitation

The CONTRACTING PARTY exempts the CONTRACTED PARTY from any liability for unsuccessful access, recovery, or transfer of data. Each stage of the process is considered a separate paid service.

2.3.1.

The CONTRACTING PARTY acknowledges this is an **obligation of means, not results**, and that the CONTRACTED PARTY will make all reasonable technical efforts.

2.3.2.

Due to adverse conditions inherent to data recovery, the CONTRACTED PARTY cannot guarantee results and is exempt from liability for non-recovery.

2.3.3.

The CONTRACTED PARTY agrees to use its best efforts to attempt partial or full recovery of data.

2.3.4.

Failure to recover data, fully or partially, does not constitute breach of contract.

2.4. Non-transferability

This agreement is strictly personal and may not be sold, assigned, loaned, gifted, or transferred without prior written authorization.

CLAUSE 03. DATA RECOVERY PROCEDURES

3.1. Delivery and Check-In

The CONTRACTING PARTY shall deliver the device/media upon signing the RIC and TEM and paying the applicable initial fee.

Delivery may be made directly to the Laboratory (Belo Horizonte or São Paulo) or to one of the CONTRACTED PARTY's **collection points**, at the CONTRACTING PARTY's own risk and expense.

3.1.2.

If the CONTRACTING PARTY prefers a specific carrier or insurance, they must request it in writing and bear the additional costs.

3.1.3. — 3.1.4.

The CONTRACTING PARTY exempts the CONTRACTED PARTY from liability for loss, theft, damage, or loss of accessories during transportation or analysis.

3.1.6.

The estimated time for media analysis is **24 hours**, or **12 hours** for urgent service.

3.2. Media Analysis and Diagnosis

Upon receiving the device, the CONTRACTED PARTY analyzes the hardware.

3.2.1.

A **Diagnosis and Estimate** is emailed to the CONTRACTING PARTY for approval, detailing reconstruction costs and minimum requirements to attempt forced reading.

3.2.2.

The Estimate may include a **success fee**, depending on recovery results.

3.2.3.

The estimate includes:

- Preliminary services (electronic reconstruction),
- Final services (successful recovery, extraction, and filtering of files).

3.2.4.

Services are performed only after written approval of the Estimate.

3.2.5.

Failure to approve the Estimate terminates the Agreement.

3.3. Data Recovery

Once approved, the CONTRACTED PARTY performs forced access, mapping, cloning, and recovery.

3.3.1.

Recovered files are presented to the CONTRACTING PARTY for review.

3.3.2.

Estimated time:

- 10 business days (standard)
 - 7 business days (urgent)
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3.4. Delivery of Recovered Data

Up to 15GB: delivered on a USB drive at no cost.

Over 15GB: the CONTRACTING PARTY must send or purchase a new HD.

Cloud delivery is not permitted.

CLAUSE 04. GENERAL CONDITIONS

- All stages are mandatory;
- Work cannot be performed outside the CONTRACTED PARTY's facilities;
- Devices not retrieved within **90 days** may be discarded;
- Disinterest in recovered data does not exempt payment.

The CONTRACTED PARTY stores recovered data for **7 days** after delivery.

CLAUSE 05. PRICE AND PAYMENT

5.1. Payment includes:

I. Amount listed in the RIC (analysis and diagnosis);

II. Amount in the DIAGNOSIS AND ESTIMATE (preliminary services + final recovery services).

Additional costs: urgent services, shipping, new media, etc.

Payments may be made via credit card, deposit, or bank transfer.

5.2. Late Payments

Late installments incur:

- 10% penalty
 - 1% monthly interest
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CLAUSE 06. TERM AND TERMINATION

6.1.

The Agreement becomes effective upon signing the RIC and remains valid until service completion.

6.2. Termination with Cause

Either party may terminate without liability in case of:

- a. Bankruptcy, insolvency, or reorganization;
- b. Breach of contract.

6.3. Withdrawal

The CONTRACTING PARTY may withdraw **before any service is performed** at no cost. If services have begun, fees for performed work must be paid.

6.4. Penalty Clause

Breach subjects the offending party to a **30% contractual penalty**.

CLAUSE 07. FINAL PROVISIONS

The Agreement:

- Is the entire agreement between parties;
 - Binds successors;
 - Has enforceability under Brazilian Civil Procedure Code (art. 784 III);
 - Shall remain valid if any clause is invalidated;
 - Does not waive rights due to delay in enforcement;
 - Assigns tax responsibilities per applicable law.
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CLAUSE 08. DISPUTE RESOLUTION

Any disputes shall be resolved in the courts of **Belo Horizonte/MG**, with parties waiving any other jurisdiction.