

TERM OF USE FOR LEASE OF DIGITAL ASSETS

BRAISCOMPANY SOLUÇÕES DIGITAL E TREINAMENTOS LTDA.

The purpose of this term of use is to define the rules to be followed for the use of the services offered by **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA**, without prejudice to the application of current legislation and are mandatory if there is no express agreement with this term, the Lessor cannot enter into a lease agreement with Braiscompany.

1 - DEFINITIONS

BUSINESS MODEL

BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA is a cryptocurrency management company through the leasing of digital assets that pays a monthly remuneration index and has a contractually stipulated term of 12 (twelve) months.

DIGITAL ASSET

The Digital asset is a nascent and innovative technology, which can be assigned a value based on supply and demand. That is, it is a form of intangible value that is not issued or controlled by any central authority, based on a relationship of trust between people.

MOST FAMOUS DIGITAL ASSET

Bitcoin is a chain of signatures, which has a market value, which, through the detention of the private key, gives its holder or holders the phatic and exclusive possibility of disposition over them.

2 - ACTIVITY WITHOUT SPECIFIC REGULATION

BRAISCOMPANY IS NOT A FINANCIAL COMPANY

Bitcoin lease cannot be considered as a Collective Investment Agreement to attract alleged authorization or exemption from registration with the Securities and Exchange Commission. This is because the digital asset lease contract is nothing more than a contractual relationship with the stipulation of reciprocal rights and obligations, and, like any other, only generate reciprocal rights and obligations, with no vice or civil unlawful act in this relationship since the contract is within the Brazilian legal system.

Likewise, it is not a financial company that attracts regulation from the Central Bank, but a company that leases digital assets from a third party, through a perfectly legal contract, where, essentially, an agreement is made between two parties.

In other words, it is not a financial institution and does not carry out financing operations, investments, or any other private operations of financial institutions. Therefore, they are not subject to authorization by CVM Circular Letter No. 11/2018/CVM/SIN and BACEN, as per instruction and COMMUNICATION No. 31,379, OF NOVEMBER 16, 2017. The so-called virtual currency is not to be confused with the definition of currency electronic payment system dealt with by Law No. 12,865, of October 9, 2013, and its regulation through normative acts issued by the Central Bank of Brazil, in accordance with the National Monetary Council guidelines. Pursuant to the definition contained in this regulatory framework, electronic money is considered to be: 'the resources in reais stored in devices or electronic systems that allow the



final client to carry out a payment transaction". Electronic money, therefore, is a way of expressing credits denominated in real, not to be confused, therefore, with digital asset.

3 - TAX REGULATION

BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA complies with the regulations of the national tax authority, especially in compliance with the normative instruction RFB nº 1888, of May 3, 2019, and normative instruction RFB nº 1899, of July 10, 2019, and **LESSOR** is instructed to pay taxes in accordance with current legislation, based on RFB NORMATIVE INSTRUCTION No. 1500, OF OCTOBER 29, 2014, of the Brazilian Federal Revenue Service.

4 - THE CONTRACTUAL RELATIONSHIP BETWEEN BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA AND THE LESSOR

DIGITAL ASSET LEASE AGREEMENT

The LESSORS participate, on their own, in the negotiation of all clauses, terms and conditions of this Agreement, as well as agree with all clauses, terms and conditions of this Agreement, including agreeing and accepting the portion they are entitled to of the rights and obligations established here.

START AND END OF CONTRACTUAL RELATIONSHIP

After registering on the national Exchange of choice, the LESSOR will be the holder of an account that can only be accessed by the LESSOR, and, from there, any relationship between BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA and the LESSORS will be exclusive, per digital asset.

REGISTRATION DATA

If **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA** detects any irregularity between the data provided in the contract and the account registered as the address for receiving the digital assets, made from false information by LESSORS, the contract will be automatically terminated by the COMPANY.

INFORMATION UPDATE

From now on, the LESSOR undertakes to keep its personal information up to date. The LESSOR also agrees that it will keep its login and password safe and out of reach of third parties and will not allow its Exchange account to be used by other people. In this way, the LESSOR is responsible for all actions carried out on its account, and BRAISCOMPANY cannot be held responsible for any possible problem of use on the Exchange.

5 - LEASE PAYMENT

MEANS OF PAYMENT

The leases made by **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA** will be carried out within the National Exchange chosen by the **LESSOR**, through cryptocurrencies to the HASH (receiving address) of the same ownership as the holder of the Digital Assets Lease Contract.



6 - TERM OF THE CONTRACT

The Lease Agreement, once signed, must comply with the terms and conditions established therein, and it is not possible to refund the amounts without charging fines.

7 - COMPLIANCE AND PREVENTION OF MONEY LAUNDERING

All potential LESSORS must undergo status verification, submitting to the Know Your Client (KYC) requirement and anti-money laundering checks before being able to finalize the signing of the Lease Agreement, and only after approval of the registration can be made the Lease Contract.

BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA reserves the right to refuse or reject LESSORS which, according to the information available to the Company, are suspected of intending to use the lease contract for the purpose of money laundering, terrorism, or any other illegal activity. In addition, **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA** has the right to use every possible effort to prevent money laundering and terrorist financing.

8 - RESPONSIBILITY

BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA Ltd is not responsible for the inability of the LESSOR to receive or use the Crypto-assets due to its failure to follow any of the Company's requirements and procedures or due to possible misrepresentations by the LESSOR itself.

The LESSOR will not use **BRAISCOMPANY**'s services to finance, engage in or otherwise support illegal activities.

The LESSOR agrees to hold the Company harmless from any investigation or proceeding relating to the origin of funds transferred to the Company through the Lease Contract.

9 - DECLARATION OF WILL

By using the services of **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA**, the LESSOR automatically agrees to this term of use. If the LESSOR does not agree with any of the terms and conditions established by the company, it will not be able to perform a contract with it.

10 - JURISDICTION

This Term of Use is governed by the laws of the Federative Republic of Brazil. Any doubts and situations not provided for in this Term will be first resolved by **BRAISCOMPANY SOLUÇÕES DIGITAIS E TREINAMENTOS LTDA** and, if they persist, must be resolved by the Judicial District of Campina Grande, Paraíba, to the exclusion of any other, however privileged it whatever or will be.

Doubts.

If you have any questions, comments, or suggestions, please contact us via email: contato@braiscompany.com.br