

## SERVICE CONTRACT | FIRM-TRADER

No.: [Contract reference code]

**First party** – Go Origin, Lda., legal entity number 514 067 500, with registered office at Parque de Ciência e Tecnologia, 5000-033 Andraes, Vila Real, Portugal, herein represented, with authority to act, by:

(1) Rui Jorge Fraga de Carvalho, Legal Representative.

**Second party** - [Name/Company name], legal entity number [CTIN/TIN of the company], with registered office at [Address of Registered Office] herein represented, with authority to act, by:

(1) [Name of the Person in Charge], [Role in the company].

Whereas:

- (1) The first party is the owner of all Intellectual Property relating to the Go Origin System, which includes the Multi-Business Software, its proprietary technology, and the Pro Stock Markets, an innovative business asset, to be used for strategic management and global digital commerce of products with a Geographical Indication (GI) of origin or Bio, henceforth the System.
- (2) This Intellectual Property includes, without limitation, trademarks, and other distinctive business marks, as well as copyright, sui generis rights over databases, business secrets, in addition to other intellectual assets resulting from research, such as concepts, fundamentals, processes and operational methods protected by Intellectual Property legislation, which cannot be used without the express consent of the Go Origin, Lda.
- (3) The second party, hereinafter referred to as Firm-Trader wishes to access the System for the exercise of its business activity.

The parties are signing this contract which is governed by the following clauses:

### Clause One

#### (Purpose of the Contract)

1. The purpose of this contract is the admission of Firm-Trader to the [Name of Pro Stock Market] Pro Stock Market (hereinafter Pro Stock Market), as a representative of Demand, and, by signing this Contract, to assign a unique identification code to Firm-Trader (hereinafter ID Trader) for the System owned by the first party.
2. The ID Trader, which allows it to conduct its professional and commercial activity via the Pro Stock Market, allows:
  - a) Firm-Trader's corporate image to be displayed on the Pro Stock Market's website;
  - b) define its purchasing team by creating one or more Pro Stock Market Managers, who will have their own unique identification code (hereinafter Pro Stock Market Manager ID);

- c) participate in its daily Pro Stock Market sessions, searching and selecting any global digital commerce professionals, representing Supply, who are also admitted to the Pro Stock Market, with ID Producer, hereinafter Firms-Producer.
- d) send or accept proposals for Pro Negotiation on the Portfolio References of Firms-Producer available on the Pro Stock Market, each with their own unique identification code (hereinafter ID Reference).
- e) buy ID References from different Firms-Producers, under a purchase and sale agreement modelled for digital commerce, using Incoterms<sup>®</sup> 2020.
- f) access the specialized services and products of the Go Origin's Partner network, to realize each completed deal.

**Clause Two**  
**(Obligations of Go Origin)**

- 1. After signing this contract, Go Origin shall generate the ID Trader in the System for the Firm-Trader to be able to operate on the Pro Stock Market.
- 2. Go Origin undertakes to assign the ID after validation of the respective requirements to one or more Pro Stock Market Managers created by Firm-Trader in the System.
- 3. Go Origin shall provide to Pro Stock Market Managers of Firm-Trader with access to online and on-site training on the use of the System.
- 4. Go Origin shall provide to Pro Stock Market Managers of Firm-Trader, if they so wish, with access to advanced online and on-site training on Strategic Management, from EffiBrain platform, under the terms to be defined in each advanced training offered.
- 5. Go Origin authorises Firm-Trader to disclose the signing of this contract.

**Clause Three**  
**(Obligations of Firm-Trader)**

- 1. Firm-Trader is required to maintain the conditions of its admission to the Pro Stock Market for the term of this contract, as indicated below:
  - a) valid commercial registration document;
  - a) valid qualified electronic signature of Firm's Person in Charge;
  - b) registration with the designated entity representing the market where it intends to sell the References negotiated on the Pro Stock Market;
  - c) valid and up-to-date email address and website.
- 2. Create one or more Pro Stock Market Managers in the System and request their admission to the Pro Stock Market for assignment of each of their Pro Stock Market Manager IDs, who shall undertake to:

- a) purchase the IDs Reference exclusively through the System, from the portfolio of Firm-Producer admitted to the Pro Stock Market, taking account of the quantity and price limits, and respecting the legal rules.
  - b) exclusively use the resources made available on the System by Go Origin to search, propose, negotiate, and contract with Firms-Producers admitted to the Pro Stock Market and with equal access to the System.
3. Firm-Trader authorises Go Origin to disclose the signing of this contract.

**Clause Four  
(System Access Blocked)**

1. Failure to comply with the obligations provided for in Clause Three by Firm-Trader shall result in the immediate and temporary inactivation of its System access ID.
2. After the System access ID Trader is blocked, Firm-Trader will be contacted by Go Origin in order to rectify the situation.
3. If the situation is not rectified within eight days, Go Origin may terminate this contract.

**Clause Five  
(Contract Duration)**

This contract has a duration of one year, from the date of its signature, and is automatically and successively renewable for equal periods unless one of the parties opposes the renewal through written notice, via certified physical or electronic mail, no less than thirty days in advance.

**Clause Six  
(Termination of the Contract)**

1. Regardless of any justification, Firm-Trader may terminate the contract at any time by means of written notice, certified physical or electronic mail, to Go origin, at least thirty days in advance, without payment of any monetary amount for that reason.
2. Go Origin may terminate the contract with Firm-Trader in the event of any of the following actions by the Contractor:
  - a) failure to fulfil any of its obligations.
  - b) repeated breach of contract, confirmed with one or more Firm-Producer.
  - c) direct contact with Firms-Producer with ID after search and negotiation through the System, unless such contact proves to be essential to resolve issues related to the timely fulfilment of the purchase and sale contract entered into by Firm-Producer and Firm-Trader.
  - d) any attempted fraud and/or abusive use of the System.

**Clause Seven  
(General Terms)**

1. Both parties contract on the basis of the general terms of this contract, made available to Firm-Trader on the System's Backoffice, browsing of which requires no particular technical expertise, and can be printed and/or stored by Firm-Trader on its computer or any other electronic medium.
2. The parties declare that they expressly accept the clauses of this contract.
3. This contract will be filed in the System and Firm-Trader may access it at any time.
4. Any changes or amendments to this contract must be put in writing and signed by the parties, and they shall become an integral part of it.
5. The parties will sign this contract with an electronic signature.

The parties shall sign this contract of their own free will, in duplicate, one copy for each of the signatories.

First party

Second Party